

Thornborough Paws – Terms & Conditions

What these terms cover. These are the terms and conditions on which we supply services to you. In making a booking to use our facilities, you expressly accept these terms and conditions. The services which you are agreeing to purchase from us are the use of our facilities for the purposes of exercising your dog.

Why you should read them. Please read these terms, in particular your obligations, carefully before you submit your booking to us. These terms tell you who we are, how we will provide services to you, what to do if there is a problem and other important information.

DEFINITIONS

- **“your Dog”** shall mean the dog or dogs which you book to bring to Thornborough Paws.
- **“the Dog Field”** means the field located at Thornborough Paws, Nash Road, Thornborough MK18 2DY.
- **“we/us/our”** means Thornborough Paws.
- **“Surrounding Access Areas”** shall mean all thoroughfares, highways, and access ways which you shall be permitted to access for the purposes of accessing Thornborough Paws.
- **“you”** means you, the person booking to use the Dog Field.

Information about Us

Who we are. We are Thornborough Paws dog walking field located at Lower Shelspit Farm, Nash Road, Thornborough MK18 2DY.

How to contact us. You can contact us by telephone on 07788872717 or by e-mail on liz@thornboroughpaws.com

How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the e-mail address or postal address you provided to us in your booking.

Our contract with you

You will book to use Thornborough Paws through our partner Boundr website platform (who have their own Terms & Conditions and Privacy Policy available on their website). Our acceptance of your request to book to use the Dog Field shall form a contract between us and you, subject to these terms and conditions. For the avoidance of doubt a new contract shall be made on each occasion that you book to use the Dog Field.

The total price of the services is displayed on our website and will be shown to you before you elect to book to use the Dog Field.

You shall be permitted to use the Dog Field only for the duration specified in your booking.

We will take payment for your booking from you in advance, via our website, which will accept electronic payment.

Cancellation.

In making this booking, you are agreeing to purchase a leisure activity on a specified date for performance. Therefore, the "cooling off period" which applies to some contracts by virtue of the Consumer Contracts Regulations 2013 does not apply to this contract. Once you have made your booking, you will have no right to cancel it.

If you wish to re-arrange your booking to use the Dog Field, you will be permitted to do so, provided that you amend your booking at least 48 hours before your arranged booking slot. No refunds will be given.

Your obligations to us

You hereby warrant to us:-

- That you acknowledge that the use of the Dog Field and the Surrounding Access Areas are entirely at your own risk
- If your Dog is registered under the Dangerous Dogs Act you must comply with all current legislation in relation to owning a dangerous dog
- That you have your own Public Liability in place
- That you and any party using the Dog Field and the Surrounding Access Areas with you, shall at all times not cause any suffering to any animal and will comply with all provisions of the Animal Welfare Act 2006;
- That your Dog is presently free from disease and vaccinated against Canine Distemper, Canine Parvovirus, Canine Adenovirus, Canine Leptospira and Kennel Cough;
- That your Dog is well socialised and has never shown signs of aggression or hostility towards a human or another animal;
- That your Dog is well trained and, if you intend to let your Dog off the lead, that you can quickly recall your Dog in the event that you are required to;
- That your Dog is fit, in good health and able to cope with the physical demands of outdoor and off-lead exercise and the use of the facilities in the Dog Field;
- That your Dog is adequately insured for third party loss, injury and damage and that use of the Dog Field will not invalidate that policy;
- That your Dog is not able to jump or climb a 6-foot fence (that being the fence surrounding the perimeter of the Dog Field);
- That you will not do or permit anything to be done on the Dog Field which is illegal or that may be or become a nuisance, annoyance, inconvenience or disturbance to the us or any owner or occupier of neighbouring land;
- That you will not cause or permit to be caused any damage to the Dog Field, including allowing your Dog to dig holes;
- That you will only use the Dog Field for the purposes of exercising your Dog;

- That you will utilise the Surrounding Access Ways only as directed and permitted by us and by always using care and caution to other users;
- That you will park any vehicle with care and only as directed by us, and that you will secure that vehicle upon leaving it;
- That any vehicles and contents are left at your own risk;
- That you will closely supervise any person under the age of 18 who is attending the Dog Field with you and will ensure that they do not behave in a dangerous manner. In particular you will ensure that no minor is permitted to climb the perimeter fence of the Dog Field or any facilities or objects within the Dog Field;
- That you will ensure only dogs are permitted to climb and jump onto the natural, tyre and other obstacles and facilities in the Dog Field;
- That you will only walk, and not run, when using the Dog Field;
- That you will immediately pick up any dog poo and will either deposit it in our dog poo bin or take it home;
- That you will not interact with or approach the livestock in the fields adjacent to the Dog Field and you will not allow your Dog to do so;
- That you will, at all times, manage and handle your Dog without the use of force or aggression;
- That you will not use any electronic training device, prong collar or choke collar whilst using the Dog Field;
- That you will comply with and observe all guidelines and legislation which is in force in relation to the Coronavirus pandemic at the time of your visit;
- That you are liable for any damage caused inside and outside the Dog Field and Surrounding Access Areas by you, your Dog or any person in your party;
- That you will not bring food into the Dog Field and Surrounding Access Areas;
- That you will not smoke in the Dog Field and Surrounding Access Areas;
- That you will not dispose of any chewing gum in the Dog Field and Surrounding Areas;
- That you will never leave your Dog unattended in the field and no dogs are left in vehicles while you walk other dogs in the Dog Field;
- That you will never enter the enclosed Dog Field while somebody else is in it;
- That you will familiarise yourself with the Field Use Guide at the end of these terms and use the Dog Field in accordance with this guidance;

(collectively, "**the Obligations**").

You agree that if you, or any person attending the Dog Field with you, fail to perform any of the Obligations, or if you perform them without due care and attention, we shall be entitled, at our choice to:-

- terminate your exercise session at the Dog Field and require you to leave the premises immediately;
- refuse to admit you or your Dog for any further exercise sessions.

Further, you agree that if you fail to perform any of the Obligations, or if you perform them without due care, and we are caused a loss as a result of your act or failure to act, you will reimburse us in full for all liabilities, costs, expenses, damages which are suffered or incurred by us.

Our responsibility for loss or damage suffered by you

Our responsible to you for foreseeable loss and damage caused by us is subject to the limitations set out in this section.

If we fail to comply with this contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care, but we are not responsible for any loss or damage that is not foreseeable.

We will not be liable for any loss or damage howsoever caused which is not caused by us, our employees, agents or sub-contractors.

You agree that you understand that exercising and handling dogs is a high-risk activity and that dogs, by their nature, may be unpredictable and prone to cause accident or injury.

You understand that use of the Dog Field requires you to exercise care and caution. The Dog Field is a natural environment and presents hazards and risks. The Dog Field is not flat; it has natural undulations, and you agree to carefully observe your footing whilst manoeuvring around the Dog Field.

We are not liable for business losses. We only supply the services for domestic and private use. If you use the services for any commercial or business purposes we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We are not liable for any death, damage, injury or loss to any person or animal while using the facility or the equipment within it, or to any third party as a result of any person or dog.

Our total liability to you for any loss or damage, save as noted in the paragraph below, caused by any breach of these terms by us shall be capped at twice the amount paid by you to us under this contract.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of us, our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.

How we may use your personal information

All information provided to use will be collected, processed and held in accordance with the General Data Protection Regulation.

We will use the personal information you provide to us to:

- provide the services and make you aware of associated activities; and

- process your payment for such services.

We will only give your personal information to third parties where the law either requires or allows us to do so.

Other important terms

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the services, we can still require you to make the payment at a later date.

These terms shall be governed by and interpreted in accordance with English law. Any disputes or claims concerning this contract and any matters arising from it shall be dealt with only by the courts of England and Wales.

It is our intention to provide an excellent service and we hope you will not have cause to complain about the service that you receive. In the unfortunate event that you do feel frustrated or dissatisfied with any aspect of our service and you cannot resolve that matter with us informally, please contact us by e-mail or post to explain the nature of your complaint. We will endeavour to respond to you within 14 days.

FIELD USE GUIDE

Please follow this process to use the dog walking field.

- Book your 55-minute slot online

<https://boundr.co.uk/field/thornborough-paws/>

- You will receive a code for the smart padlock 48 hours before arrival via email (please check your spam email folder).
- Arrive at your allotted time (please don't arrive too early as it is still someone else's time).
- Drive up to the 6' gate and open the padlock using your unique 9-digit code – padlock numbers light up as you enter your code.
- Check that the previous user isn't in the car park loading their dog back into their vehicle. Please do not attempt to open the gate whilst any dogs are in the car park area, even if they are on lead.
- Park up, padlock the gate and let your dogs out into the Dog Field
- Park with consideration to others that may enter at the end of your dog walking session.
- Enjoy your 55-minute slot, ensure that you have your dog is back in the car in good time to vacate the field in time for the next person.

Please contact us immediately if you are unable to retrieve your dog at the end of your session, any extra time required is to be paid for

- Padlock the field gate on exit, even if the next person is there waiting. This is to ensure that everybody that uses the field has booked and paid for their time slot.
- Most importantly pick up all your dog's poo! Please supply your own poo bags and dispose in the green bin provided next to the pedestrian field gate. Please note that the green bin is for **Dog Waste ONLY**. All other household waste, damaged toys etc should be taken away with you.
- If you wish to share your slot with friends, it is your responsibility to ensure that they read and agree to these Terms and Conditions.
- Choke chains, prong collars, and electronic devices are not allowed.
- No smoking anywhere on site.
- No grooming anywhere on site.
- No drones or other mechanically propelled devices are permitted on site