Terms and Conditions for Ely Dog Field Ltd

What this document covers and why you must read it!

These are terms and conditions on which we allow you to book and use our dog fields. When you make a booking with us, whether online through our booking system, via our social media channels or by calling or emailing directly, you are expressly accepting these terms and agreeing to abide by our field rules and regulations.

We understand that terms and conditions can be riddled with hard to understand legal jargon so we have made every attempt to keep to plain English and should you have any queries about anything in these terms and conditions, please contact us via email elydogfield@gmail.com

Definitions

'We/us' – Ely Dog Field Ltd. Tower Farm, Tower Road, Little Downham, CB6 2TD. Reg. 15859464

'your dog/s' – means the dog or dogs that come to the field with you – whether they are yours or not

'the dog field' – meaning the field you have booked at Ely Dog Field, West Fen Drove, Little Downham, Ely, CB6

'you' - refers to you, the individual, business or organisation that has booked the field

About us

We are Ely Dog Field Ltd a Limited Company registered at Ely Dog Field, Tower Farm, Tower Road, Little Downham, Ely, CB6 2TD

You can contact us via the telephone number or email below

Telephone: 01353 474 554

Email: elydogfield@gmail.com

Our Contract with You

When you make a booking with us, whether it's via the booking site, phone, email or any other method, we're entering into an agreement – 'a contract' (in legal terms). This contract is subject to these terms and conditions and because we may update them or change them at any point in time, we ask you to agree to them each time you make a booking. *(Any dispute or claim concerning this contract between us, or anything arising from it, will be dealt with by the courts of England and Wales).*

The basics of our contract with you are the following:

- We take payment at the time of booking and until the payment has been made, your booking is not confirmed

- You will know the total price, including tax where applicable, prior to confirming your booking
- Your booking is for a specific time slot on a specific date – you are only permitted to utilise the facility during this period

Your Legal Rights – At your own risk

- The use of our dog field is at your own risk. There are various hazards for you to take into account – from uneven ground to toxic plants and vegetation – all of which are things that you would commonly find in a countryside setting.
- Our field is a natural outdoor environment with added features designed for dogs to explore and enjoy. As such, conditions may vary and include:
  - Uneven ground, mud, holes, woodchip and cracks.
  - Long grass and grass seeds.
  - Trees, branches, sticks that dogs could pick up and cause harm, logs, and other natural features.
  - Naturally occurring plants, nuts, seeds and vegetation that may be harmful if consumed (e.g., acorns, walnuts, weeds, flowers, sticks, mushrooms, maize/corn kernels dropped by birds).
  - Metal fencing & trip hazards.
  - High raised ground with steep uneven sides
  - We regularly carry out ground maintenance such as verti-draining, overseeding and grass cutting. Verti-draining aerates the ground leaving holes, overseeding creates small thin cracks. This is essential maintenance of a high footfall field. You must ensure you check you are happy with the ground conditions for your own dog upon arrival at the field before use.
  - Use of the water splash is entirely at your own risk, dogs must be able to swim to use it, we cannot guarantee water quality.

While we carry out regular checks and maintenance, conditions can change quickly.

We kindly ask that:

- You read and abide by all signage.
- Dogs are kept under close control and supervision at all times.
- You report any concerns to us.
- You prevent your dog(s) from consuming any sticks, woodchip, plants, nuts, seeds, vegetation etc.
- You fully assess the field and environment for suitability, security and any potential hazards before allowing your dog(s) off lead.
- You consider your dog's individual abilities when using the field and the equipment/features.

- As the dog field operator, we accept no liability for the death or injury, loss or damages and other claims incurred by you or anyone with you, or property, including your dogs during the use of the field.

- To make sure you are aware of the potential risks, please ensure you have fully read and understood this document which covers the elements of the field and how they must be used.

Our responsibilities

- We are not liable for any loss or damage that is not caused by a contractor or employee of the dog field.
- We do not exclude or limit our liabilities to you where it is unlawful to do so.
- If you are using the dog field for business purposes, we accept no responsibility for any business losses and you are offered the same legal protection as domestic users. This includes loss of business, interruption, loss of business property and any profit.

Our insurance provider is Pet Business Insurance, policy number ACE027234 – please contact us via email to request a copy of our liability insurance should you wish to see it.

Our Privacy Policy & CCTV - How We Use Your Personal Information

- You can view our privacy policy on our website.
- We securely store your name, address, mobile number and email address so that we can communicate with you about your booking. Your payment information is held securely by our 3rd party payment partners Wix Payments.
- If you have agreed to receive emails from us other than those that relate directly to your booking, you may receive an emails from us. You can change your communication preferences or unsubscribe at any time.
- Please see the up-to-date privacy policy for further details relating to competitions, social media and all other data use.
- We utilise CCTV in the field, please see our CCTV policy on our website for further information. By using the field you are consenting to being audio & visually recorded on CCTV.

Booking and Payments

- We accept payment via the following methods: Online only though www.elydogfield.co.uk
- Bookings are not confirmed until payment has been made. This also applies to packages where bookings are deferred
- When you make a payment via our booking system, you are asked to agree to these terms and conditions – you will not be able to proceed with your booking unless these terms and conditions have been accepted by ticking the box
- If you are making a booking on behalf of someone else and will not be attending the session yourself, you must ensure that all parties have read and agreed to the terms and conditions and that they receive all automated emails. You are responsible for anybody who accompanies you or attends the session in your place and this extends to all the liabilities and obligations that make up this contract (agreement)

- Dog Trainers are responsible for ensuring clients are aware of and agree to these terms and conditions if they are holding training sessions at the field.
- We reserve the right to change our prices at any time.

Cancellation and Rescheduling of Your Session

- You may cancel your session up to 12 hours prior to the time of your session by contacting us. You can reschedule anytime up until 12 hours before the time of your session. You can do this by logging onto your account on the booking system. You will receive confirmation of any changes to your booking via email
- We reserve the right to cancel or refuse any booking at any time and for any reason where we deem it necessary, including but not limited to safety concerns, misuse of the field, or operational requirements.
- In periods of high temperatures, our cancellation policy is not in place and customers can contact us directly via email for a full refund at any point up until their booking time if it is too hot to attend with their dog(s).
- Owners should fully assess the heat and weather conditions before using the field and ensure it is safe and suitable for them to visit with their dog(s).
- If you would like cancel you must contact us via email elydogfield@gmail.com so we can refund you as refunds are not automatic
- No refunds are made for no-shows
- You may not extend your session for any reason unless there is an available booking after your session whereby you must book through the website
- There may be circumstances when we close the field – this may be due to severe weather warnings; hazardous conditions in the field; or things beyond our control like road closures. In this instance, we will contact you directly and offer an alternative session or a refund. It is for this reason that it is important that the contact details you input at the time of booking are correct

Your Obligations

The following section details what we expect from you as our customer when using our dog field. These obligations are designed to ensure the safety of you; your dog/s; other users of the facilities; and anyone or thing that may be affected by your use of our dog field.

Canine Health, Welfare and Handling

- Please ensure your dog is healthy and shows no signs of sickness (for example this includes diarrhoea, vomiting, lethargy – anything which is unusual for your dog)
- You must not bring your dog to the dog field if they, or any other household pets have shown any signs of sickness in the past 48 hours. There are some vulnerable dogs that use the dog field and not adhering to this may put other animals at risk
- All dogs attending the dog field must be up to date with current recommend vaccines (or titre tested), flea, tick and worming treatments

- Heavy or harsh handling of dogs is not permitted – this includes both verbal and physical treatment – we reserve the right to ask you to leave should we identify the aforementioned treatment
- A dog must never be left unattended in the field or tethered to anything
- Where dogs are left in vehicles whilst other dogs are trained or exercised, their welfare must be constantly monitored
- Your dog must carry 3rd party liability insurance – you may have this as part of your pet insurance or household policy but if you are unsure, The Dog's Trust have an affordable membership https://www.dogstrust.org.uk/support-us/membership which will provide comprehensive 3rd party liability insurance as well as many other benefits
- If your dog is unwell in the field, please do your best to clear it up and contact us if this is not possible – disease can be transmitted through diarrhoea and vomit so this is essential for all users health and safety
- If your dog has a serious accident in the field please contact us on 01353 474 554 after contacting your vet or the local emergency vet whose details are at the field on the rules sign by the entrance gate
- Please be aware that the dog field is a natural environment and as such has many of the hazards you might find on any other walk – this includes vegetation which might be poisonous to dogs. There are oak, walnut and other trees within the field alongside flowers and plants and owners are responsible for ensuring their dogs do not eat any part of these or their seeds/nuts as they can be harmful to dogs.
- Birds sometimes drop maize/corn cobs in the field, do not let your dog consume these and dispose of them if you find them.
- Ely Dog Field accepts no responsibility for any canine sickness/injury that might come on after/during a visit to the field

Use of the Field

Fencing & General

- There is a public footpath visible at the bottom of site. This means other dogs/people may be visible when you use the field, beyond our fencing there is 10 metres of field and then a drainage ditch before the footpath. This is mostly screened.
- There is a public byway at the top end of the field and public road alongside the field these are both behind a hedge in most places. People, vehicles, horses, dogs etc may be visible.
- On one side of the field is a horse field which is also behind a hedge but horses may be visible in places.
- The fencing in this dog field is approximately 6 foot in height. This can vary slightly in places as the ground is uneven.
- The Gates in the dog field are 6 foot in height
- The mesh of the fence is 80mm W x 100mm H at the bottom of the fencing increasing to 80mm W x 200mm H at the top

- If this enclosure is not suitable for your dog because it can squeeze through these gaps or scale this fence height then your dog must be on a lead at all times whilst using the dog field.
- We aim to provide a safe environment for you to exercise your dog and in order to meet these expectations, the dog field fences and gates are regularly checked several days a week for any breaches or failures. You are responsible for ensuring your dog cannot escape the field when you visit.
- You are responsible for ensuring your dog is under control at all times.
- This regular monitoring limits the likelihood of any holes appearing during hours when the field is not in use but does not completely eliminate any risk. Breaches can include wild animal intrusion or visiting dogs digging as well as branches falling or failures caused by weather events. On occasion, breaches may occur outside of these times so we expect all users to confirm the field is safe and secure to their satisfaction before letting dogs loose in the field.
- Please take a moment at the start of your session to walk the area you plan to use and fully assess the field and environment for suitability and any potential hazards before allowing your dog(s) off lead.
- If you notice ANY breach or safety issue at all, please contact us by phone on 01353 474 554 and if you can take a picture and specify the location, this will enable us to make immediate repairs. If any breach means that your dog is no longer safe in the field, please leave immediately, let us know and we will reschedule/refund your booking.

Parking and Access

Parking is located at West Fen Drove, Little Downham. What3Words - 'flashback.stylists.shampoo' – this What3Words link will direct you to the gate https://w3w.co/flashback.stylists.shampoo

Please do not arrive until your start time. When you pull into the dog field the first gate on the right is the exit, please proceed to the entrance gate. You must wait until the client before you has left the car park via the exit gate before entering the secure car park. If the person before you has not left when your booking time begins please contact us, please do not enter the carpark. When you leave you must leave via the exit gate. You must lock both gates after you

Once inside the field you must lock the handgate from the inside using the extra bolt at the bottom.

Arrival and Departure

- Your session is from the time booked – please avoid arriving early but in the event that you do, please wait away from the field. The dog field is used by reactive dogs and customers arriving early can cause significant disruption.
- There is an area before the field that is marked with a sign where you can pull over if early. Please ensure you keep your dogs in the car and join the road safely.

- You must not enter the site or field prior to your start time.
- Your session is for 55 minutes or 25 minutes depending on what you have booked. You must have left the premises including the car park by the end of your session time so please consider the time it will take to retrieve your dog, load your car and depart
- When entering the field you must lock yourself inside using the bolts at the bottom of the handgate.
- Please ensure the gate is shut and locked on your departure
- If you arrive and the previous user is in the field, do not approach the field as they may have a reactive dog or an issue retrieving their dog that your presence will not help. Please call us on 01353 474 554 and we can contact the user
- Users that repeatedly arrive early or leave late will be refused the use of the field

General Etiquette and Dog Behaviour

Whilst Ely Dog field is designed as a safe and private space for you to exercise and play with your dog, we ask that you make the following considerations during your visit. If you fail to adhere to these requests, we reserve the right to ask you to leave and may lead to the refusal of bookings in the future

- Please ensure you pick up your dog waste and deposit it in the bins on site or take it with you: **General hygiene**
- Do not put general waste in the dog waste bins – please take all other rubbish home with you.
- Please keep shouting to a minimum: **Peaceful environment**
- You are responsible for your dog/s at all times during your visit to the field. Dogs must be kept under close control and not disturb the public using the nearby roads, byways, footpaths and fields. Please do not allow your dogs to run up and down the fence line.
- Dogs must not be allowed to cause disruption to users of the nearby road, footpath or byway by chasing and/or barking along the fence line.
- Please ensure that there is no persistent barking from your dog/s during your session
- Please do not drop any food, litter or treats in the field and fail to remove them: **Safety of other users**
- Please do not permit digging in the field: **Safety of all users**
- Please report any issues with equipment or the field as soon as you are able on 01353 474 554 or via elydogfield@gmail.com for non-urgent matters: **Safety of all users**
- Please ensure you read and abide by all signage displayed on site and report any concerns to us as soon as you are able.
- Please ensure all toys are taken with you and none are left in the field – this includes any scraps of chewed toys or balls: **Safety of all users and avoidance of choke hazards and resource guarding**
- Please ensure you read the entire document to familiarise yourself with all other terms and conditions of use

Outside of daylight bookings

- You may book the field outside of daylight hours, there are no lights on site and they are not allowed due to planning conditions.
- A condition of bookings outside of daylight hours is that you must have a torch/headtorch with each person attending and all dogs must have a light up collar or light attached to their collar.
- You must be able to see where your dog is at all times.
- Please use extra precaution entering and exiting in the dark and ensure you look out for users of the road

XL Bully & Banned Breeds Rules

XL Bullys & Legal Banned Breed are welcome as long as the following rules are adhered to.

- The dog is registered with the index of exempted dog (IED) and a copy of the life certificate is provided to us if we request it
- A copy of the public liability insurance certificate for the dog provided to us if requested
- The dog handler ratio is 1:1 with their handler at all times unless with other dogs from the same household
- The dog is Neutered – in line with Government Rules
- The dog is Micro Chipped
- The dog is kept on a lead and muzzled until the gate is shut when entering the field
- The dog is put back on a lead and muzzled before opening the gate to leave the field
- You can remove the lead and muzzle once inside the secured field
- If the household has more than 1 dog, they can come to the field together as long as they have a minimum of 1 handler. All dogs leads and muzzles can be removed once in the field including the Banned Breed.
- If there are dogs from different households, the banned breed will need to remain muzzled and on a lead at all times with a 1:1 handler
- If the household has more than 1 dog, they can come to the field together, the lead and muzzle can be removed once in the field. If there are dogs from different households the banned breed will need to remain muzzled and on a lead at all times with a 1:1 handler

Family, Friends and Children

You may bring other people with you to the field under the following conditions:

- No more than 5 vehicles per booking
- No more than 10 Dogs per booking and only the maximum depending on what service you have booked
- All users must be aware of these terms and conditions and by hiring you are assuming responsibility for their behaviour and actions whilst visiting the field and knowledge of these terms and conditions.

- Children are welcome but must the hirer is responsible for their behaviour at all times
- Children must be constantly closely supervised by a responsible adult and must not use any of the equipment, water splash or features such as the mound..
- No children under 18 are permitted to use the dog field without an adult present
- Equipment and structures in the dog field are not child safe including bins and none of the equipment/features are provided is for human use

Vegetation and Environmental Hazards

- The dog field is an extension of the countryside and contains hazards similar to those you'd find on a public footpath or in a park. The ground is uneven with holes, cracks, areas of longer grass, grass seed and vegetation and there may be hidden trip hazards.
- There are also tree trunks, roots, wood piles, logs and sticks around the field.
- The trees have branches which may injure yourself or dogs, please be observant
- Dogs can come to harm chewing sticks or carrying them please ensure dogs do not pick up sticks or vegetation.
- The new younger trees are surrounded with galvanised metal mesh, do not allow dogs to play with it
- The environment is not sterile and therefore we cannot accept any liability for humans or animals harmed by the natural environment. There are a number of trees in the field including oak & walnut trees, owners are responsible for ensuring their dogs do not consume any part of the trees in the field or their fruit/nuts/seeds.
- You can find a list of the more common plants that are hazardous to dogs in some cases here. https://www.bluecross.org.uk/advice/dog/health-and-injuries/plants-poisonous-to-dogs
- As you will see, there are many plants on this list that you may have in your garden so whilst they can be harmful to dogs, not all are poisonous on contact or unless ingested. The field has wild growing plants which may be harmful.

The Mound

- 'The Mound' - which is the steep bank in the dog field is for dogs to go up and down and for training. The sides are very steep and have uneven ground. We have two signs warning of this in front of it. You must not stand near the edges and must exercise caution walking up the gentle ramp and standing away from the edges. Use is at your own risk. Children must not use, play or climb on the mound or its banks.
- You consider your own and your dog's individual abilities when using the field and the equipment/features such as the mound.

The Water Splash

- Use of the water area is entirely at your own risk, Ely Dog Field Ltd accepts no liability for any injury, loss, illness or death caused to any dogs or humans as a result of use of the water area
- The water splash is for use by dogs. The water is not to be entered by humans unless in an emergency.
- Please note that a solar-powered pump has now been installed in the water splash to help circulate the water.
- For safety and to prevent damage, we kindly ask that:
- **No people (adults or children) enter the water splash at any time unless in an emergency**, as this could damage the pump.
- Dogs must be **closely supervised while using the water splash**.
- Dogs must **not dig at the base or sides** of the splash area, as this may cause damage to the pump and splash liner.
- **Use of the water splash is entirely at your own risk. Dogs must be able to swim to use it, and we cannot guarantee water quality.**
- Please also be aware that the water splash area has:
  - Uneven ground and covers around it, and
  - Steep sides leading into the water
- Please use caution and ensure the area is suitable for your dog before use.
- If your dog cannot swim you must not use the water splash area
- Children must be closely supervised at all times in the water splash area
- You must securely close the gate to the water splash area after use
- The water area is checked regularly and any debris netted out, if you notice any issues you must call us immediately
- Dyofix is used in the water area to assist with preventing algae growth so the water is very blue, this may come off on light coated dogs and transfer, use is at your own risk
- Ely Dog Field cannot guarantee the water quality and accepts no liability for any illness from the water.
- We reserve the right to close the water splash at any time without notice, no refunds will be offered if the water splash is closed when you use the field

Wash Down

- We provide a wash down facility for rinsing dogs/boots only. The use of shampoos, soaps, or any other cleaning products is strictly prohibited.
- The wash down area includes a raised platform for dogs with attachment points that may be used to help secure your dog if required. However, use of the platform/attachment points is entirely optional, as the hose can also be used while your dog remains on the ground. Use of the wash down facility and platform is entirely at your own risk.
- Owners are responsible for assessing whether the platform is suitable for their dog's size, age, temperament, mobility, and physical capabilities before use. We recommend bringing a towel, as towels are not provided.

- Dogs must remain under the supervision and control of their owner at all times and must never be left unattended in the wash down area, whether on the platform or otherwise.
- Ely Dog Field accepts no liability for any injury, accident, loss, or damage arising from the use of the wash down facility.

Enrichment, Equipment and Toys

- The dog field is predominantly designed for the enjoyment of dogs. That means that all equipment is to be used only by dogs with the exception of seating
- Please do not allow your dog to use any equipment unless they are fit and experienced enough to do so. It is your responsibility to ensure your dog's safety whilst playing in the field.
- The jumps are made of wood and are solid with edges, they are used at your own risk
- The tunnel is made of plastic and the surface can be slippery
- The sniff zone is sometimes available and is an area of longer grass left for enrichment. As with the rest of the field grass seed will be present and can pose a risk to dogs.
- Obstacles may become slippery from rain or ice so do not use it if this is the case. You must always check you are satisfied with the equipment and surface before use.
- Humans must not climb on equipment designed for dogs
- Use of toys provided is at your own risk and dogs must not be allowed to chew or destroy toys, all toys must be returned to the toy box. Any broken toys must be picked up.

Scent Wall

- A scent wall is provided within the field as an optional enrichment activity. Use of the scent wall is entirely at the owner's discretion and risk.
- Owners are responsible for inspecting the scent wall and any items placed on or within it before allowing their dog to interact with it. This includes checking for treats, food items, scent tins or other materials that may have been left by previous users and ensuring they are suitable and safe for their individual dog.
- It is the owner's responsibility to determine whether their dog has any allergies, dietary requirements, medical conditions or behaviours that may make interaction with items on the scent wall inappropriate. Ely Dog Field cannot guarantee that previous users have removed all treats or other scent-related items following their session. In the same way that treats and food could be dropped anywhere within the field.
- Owners must supervise their dogs at all times when using the scent wall, it is not for climbing on or over by dogs or humans.

- Any damage or safety concerns relating to the scent wall should be reported to Ely Dog Field as soon as possible.

Waste Removal

- Please ensure you pick up your dog waste and dispose of it in the dog waste bin/s provided
- We encourage the use of biodegradable and compostable poo bags
- Do not use the dog waste bins for domestic waste – our waste collection services will not collect contaminated bins
- If you have any other waste, including broken toys, please take it home with you.

Smoking and Vaping

- Smoking is strictly prohibited on all Ely Dog Field premises
- Any person found to have been smoking on the premises will be refused booking in the future. The risk of fire on site is considerable at certain times of the year
- Vaping is strictly prohibited on site – vape juice is highly toxic to dogs and should a pen or bottle of juice be dropped and found by a dog there is a risk of ingestion

Business Users

- If you wish to use the dog field for conducting your business, please ensure you make contact with us prior to booking. You can contact us via email or by phone.
- You will need to provide a copy of your public liability insurance and any appropriate professional certifications and qualifications to operate at Ely Dog Field.

These Terms and Conditions may be updated at any time so please continue to review them each time you use Ely Dog Field.