

Terms & Conditions

These Terms Conditions (the "Conditions") set out the terms upon which we will supply the hire of a Foxes Farm Field to you, ("you", "your", or the "Client").

You must agree to these Conditions prior to making a booking a Field (as defined below) session.

These Conditions permit you to use the Field (as defined below) on behalf of Pumpkin Patch Farms Ltd for exercising dogs under close personal supervision at all times.

Please read these Conditions carefully before you submit your booking to us. These Conditions tell you who we are, how we will provide field hire to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Conditions please email bookings@foxesfarmfields.co.uk, to discuss.

General Terms

1. Foxes Farm Fields is a trading division of Pumpkin Patch Farms Ltd, a partnership established in England and Wales ("we", "our", "us"). Pumpkin Patch Farms Ltd's correspondence address is Aldham, Colchester CO6 3PS. Your contract is with Pumpkin Patch Farms Ltd.
2. Any booking you make is for the hire of the Field at the specified date and time for the exercising of your dog(s) in accordance with the terms of these Conditions.
3. We have the absolute discretion to permit or prohibit all types of activity on the Field being hired out.
4. Any booking made is personal to you and may not be transferred or sub-let to any other person.
5. By making a booking, you are confirming that you are over 18 years old.
6. A standard booking covers 1-3 dogs only. Additional dogs may be added to your booking at a cost of £2, up to a maximum of 8 dogs.
7. Our acceptance of your booking will take place when we email you a booking confirmation. If we are unable to accept your booking we will inform you by email and will not charge you for the booking or will reimburse you any monies you have pre-paid for the booking.
8. Booking time slots start on the hour and can be booked in 55 minute time slots up to 165 minutes. You agree to promptly at the end of your session.
9. Full details of how to access the Field and other important information relating to your booking are located in our Induction Booklet which can be found here <https://www.foxesfarmfields.co.uk/important-information/> A link will also be sent to you in your booking confirmation email. The terms set out in our Induction Booklet are expressly incorporated into these Conditions so please make sure you are familiar with them, prior to accepting these Conditions. Your acceptance of these Conditions will also be deemed to be the acceptance of any rules set out in the Induction Booklet.
10. The person making the booking will be solely responsible for any other person, permitted to use the field with you in accordance with these Conditions.

11. You are liable for any damage caused inside or outside of the Field, including without limitation to the equipment which we provide in the Field, by you, your dog(s) or any person in your party.
12. All dogs must be covered under their own third party insurance (public liability insurance).
13. You or any other person using the field with you (as permitted by these Conditions) must not park on ANY grassed area. Parking of vehicles is only permitted in the designated parking areas clearly signposted.
14. You or any other person or child who accompanies you must not climb on any gates, fences or posts at any time.
15. The Foxes Farm field at Colne Engaine being hired is shown on the site map which can be accessed through the link we send to you when we confirm your booking (the "Field"). The Field is surrounded by a fence 1.5 metres high and has a return on the ground. If your dog(s) can jump high fences or is likely to dig themselves out then the field may not be totally secure for you. It is your responsibility to ensure the Field is safe for the dog you are taking in, bearing this in mind. Whilst the Field is secured as stated, we do not provide a prison and we cannot accept responsibility for escapees.
16. Within the Field we provide equipment for canine use only. It is not suitable or safe for people to use. The equipment is checked by us to ensure it is fit for use. If you notice any damage to the equipment before you use it then please notify us immediately on 07720 888 053. If you damage the equipment during your booking time slot then you must notify us at the end of your booking time slot. Where damage is caused by you then in accordance with clause 9 above, you will be liable for its replacement or repair.
17. Before using any equipment located within the Field, you should ensure that your dog is physically fit and strong enough to perform activities. Under no circumstances shall we be liable to you for any injury or death of your dog through using the equipment in the Field. A dog(s) use of this equipment is at your sole risk.
18. The equipment must not be used in wet or icy conditions as the surfaces will become slippery and are likely to injure your dog(s).
19. You should not push your dogs(s) to do anything that they are not physically or mentally capable of.
20. You will keep the Field clean and tidy and shall ensure that all litter and refuse generated by your visit is placed either in the black rubbish bin provided or is taken home with you. Failure to adhere with this requirement may see you unable to book future sessions of the Field.
21. All dog excrement MUST be picked up in the poo bags which are provided and then placed in the dog poo bin. It is your responsibility to pick up after your dog. Not picking up after your dog(s) could result in you being banned from any future use of the Field.
22. You should be aware that the ground is uneven in places and caution must be taken. You, and any persons or children you take in the field with you, are using the field at your own risk.
23. Please do not allow your dog(s) to dig in any part of the Field, at any time. If your dog(s) digs and causes significant damage, please inform us immediately to enable us to repair it.
24. You shall not interfere with or make any alteration to the layout or arrangement of the Field.

22. You shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Field.

25. At no time should a dog(s) be tethered to any structures on site i.e. fencing, posts, gates etc. – except at the designated areas.

26. Dogs should not be left unattended at any time. You should accompany your dog(s) at all times, so that you are aware of what your pet is doing and that they are safe and comply with these Conditions.

27. You shall ensure that you bring water for your dog to drink from as the Field has no water on site.

28. If the previous customer has not vacated the Field and is there past your start time please call 07720 888 053.

29. If you arrive late to your booked time slot you must still leave at the end of your booking time slot. Please contact 07720 888 053 if you do arrive late and we will let you know if there is another customer in after you. If we are able to extend your booking time by the duration you are late we will. Anyone who overstays their booking more than three times will be forbidden from using and booking the Field in the future.

30. Any gate codes which may be provided are subject to change at any time by us without notice. We will make sure that you are provided with the current code at the time of your booking slot.

31. If you have any questions or complaints about your booking then please contact us. You can email us at bookings@foxesfarmfields.co.uk or by telephoning 07720 888 053.

32. We are under a legal duty to supply the hire of the Field in conformity with this contract. Nothing in these terms will affect your legal rights.

Price, payment and cancellation

33. The price of your booking will be the price indicated on the order pages when you placed your booking at the time of your booking. We take all reasonable care to ensure that the price of the Field hire advised to you is correct.

34. You are required to pay for your booking in advance using the online payment system.

35. Payments can be made via credit or debit card.

36. There is a no cancellation policy.

Refusal of booking and re-scheduling of appointments

37. If you do not turn up for your booking or leave the Field early you will still be liable for the whole of the hire charge.

38. We reserve the right to refuse any request for the hiring of the Field for any reason and without being required to give any reason for such refusal.

39. We reserve the right to withdraw permission to use the Field and to cancel any booking at any time. Depending upon the circumstances we may repay you in full or part, any payment made in our sole discretion but shall be under no liability for any expenses incurred or losses sustained by you as a result of the cancellation. If, for example, we cancel your booking due to no fault on your part, we

would of course repay any payment paid by you for your booking but would not be liable for an expense incurred or loss sustained by you as a result of the cancellation.

Emergencies

40. We shall have the right to cancel any booking forthwith in the event that the Field is affected by an emergency/'act of God' of any kind or any other event which is beyond our reasonable control. We will refund any fees paid in these circumstances.

Right of entry

41. We shall be allowed access at any time onto the Field, during your booking time slot to carry out inspections and any decisions made by us regarding safety and fitness of use will be binding. We reserve the right to refuse admission to or evict any person or dog from the Field if we deem it necessary (without liability to you).

Health and safety

42. Subject to our rights under clause 41, you have exclusive use of the Field for your allocated booking time slot. Under no circumstances should dogs be left on our premises or in the Field unattended at any time.

43. All dogs using the Field must be up to date with their vaccinations and regularly treated for flea, tick and worm prevention.

44. If your dog(s), or any it lives with, is showing any signs of ill health (diarrhoea, vomiting, kennel cough, general lethargy etc) within 48 hours of your booking time slot, you must cancel your booking and re-book.

45. If your dog(s) are ill following a visit to the Field, please contact us immediately to allow us to disinfect the Field for other dogs' safety.

46. We have a strict "No Smoking" policy at the Field / on our premises. Any Client found breaking this policy may be banned from future use.

47. Any children under the care and/or control of you is to be supervised at all times by you.

48. You will not do yourself, or permit the operation or release of any high flying object without the prior written consent of us, the Civil Aviation Authority and relevant Airports.

49. You shall not bring into the Field any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus.

Indemnity and insurance

50. In keeping with the law regarding 'responsible dog ownership', you are entirely responsible for yours and your dog(s)' safety whilst at the Field and at our premises. The law states that we should be in control of our dogs at all times. This is also relevant at the Field, whether you are alone or one of our representatives is present.

51. Subject to clause 52, we are not responsible and will not accept liability for any loss, damage, injury or death howsoever and by whomsoever caused, whether to property or person(s) sustained by any person in the Field or on our premises.

52. We do not exclude or limit our liability in any way 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 our employees, agent or subcontractors or for fraud or fraudulent misrepresentation.

53. We only supply the Field for domestic and private use. For the avoidance of doubt, the Field may not be hired for commercial or business use and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

Privacy, marketing and publication

54. We are committed to ensuring that your privacy is protected. We hold your personal information in order to provide you with a service and for internal record keeping. Your name is needed to track payments and your email address is needed to send you the gate access code. We will never pass your information to any third party. By processing your booking and indicating that you would like to receive further information from us, you consent to us using your personal information in the above ways. To view our full Privacy Notice please visit www.foxesfarmfields.co.uk.

55. You hereby permit us to use any material, including texts and images sent to us (in any format) or via our face book page, for the purposes of marketing etc. If you do not wish us to do so then please notify us accordingly by email to bookings@foxesfarmfields.co.uk or by telephone by calling 07720 888 053.

Conflict

56. In the event of a conflict between any of the terms set out in the Induction Booklet or these Conditions then the terms of these Conditions will prevail.

Other important terms

57. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

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

59. 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 Conditions, 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 and it will not prevent us taking steps against you at a later date.

60. This contract is governed by English law and you can bring legal proceedings in respect of the this contract in the English courts.