THE CONCEPT

# TERMS AND CONDITIONS OF USE OF THE K9 CONCEPT (TK9C) COMPLEX

By booking use of The K9 Concept Complex, you are agreeing to comply with all of these Terms and Conditions contained within.

#### **DEFINITIONS**

The K9 Concept (TK9C) Complex refers to all of the land, structures and fencing within the area bordered red on the annexed map below.

**K9 Confidence Course (K9CC)** means the area bordered yellow on the annexed plan below.

The K9 Freedom Field (K9FF) refers to the area bordered blue on the annexed plan.

The Semi-Outdoor Training Area (SOTA) refers to the area bordered in purple on the annexed plan.

The Car Park refers to the area bordered in green on the annexed plan below.

Access Path to K9CC means the area on the annexed plan identified by the white arrow.

Access Path to K9FF means the area on the annexed plan identified by the black arrow.

**Terms and Conditions** means these Terms and Conditions to which the User is agreeing to and will form part of the Contract when booking the use of TK9C Complex between The K9 Concept and the User.

**User** means any person that has booked to use TK9C Complex and therefore agreed to abide by these Terms and Conditions. Any reference to a User will also include any other person that is accompanying them during the booking.

# **USE OF THE TK9C COMPLEX:**

The TK9C has absolute discretion to permit or prohibit all types of activity on the land.

This booking is personal to the User and may not be transferred in any way to any other person, without prior consent from The K9 Concept.

# **BOOKINGS, PAYMENT, REFUSALS, AMENDMENT OR CANCELLATION**

Bookings can be made via the TK9C booking site: <a href="https://thek9conceptbookingsite.as.me/schedule.php">https://thek9conceptbookingsite.as.me/schedule.php</a>.

Bookings can be made for either 30 minutes, one, or two hour slots, however we ask you to leave 5 minutes earlier. This is to allow Users of the TK9C Complex to do so without interaction with other Users where required and ensuring that only one User is at the venue at one time. You MUST leave the TK9C Complex immediately after use, ensuring your exit by the end of your booking time slot.

Payment is taken by the online payment system "Stripe" at the point of booking your appointment. The K9 Concept does not hold any of your card details.



Users will receive an email confirming their payment and booking. Any required gate codes will be sent to the User before their booked time slot.

Users cannot cancel their booking; however, they can amend it with a minimum of 24 hours notice. Amendments cannot be made within 24 hours of the booking time slot.

If the User fails to turn up for their booked time slot, turns up at the wrong time/date or leaves the field early, they will still be liable for the whole of the hire charge and no refund will be given.

In its absolute discretion, TK9C reserves the right to withdraw permission to use the TK9C Complex. TK9C reserves the right to provide a refund in part or whole to a user in its absolute discretion where it deems appropriate.

TK9C has the right to cancel any booking in its absolute discretion.

The K9 Concept will refund any fees paid in these circumstances where it is reasonable to do so.

If you arrive late to your booking, you must still leave at the end of your appointment time. Please contact TK9C if you do arrive late, we will let you know if there is another user after you, if we can extend your appointment, we will. TK9C reserves the right to raise a charge for additional time used.

# **ARRIVAL, ACCESS & PARKING:**

To reach the TK9C Complex, once you turn into Paul Towns Agriculture Ltd's yard, you then have to drive all the way down to the end, past the grain store on your left. Users **must drive very carefully** and **apply hazard lights**, ensuring that you are aware at all times of agricultural traffic and pedestrians.

On arrival at the TK9C Complex, park in TK9C car park, which is sign posted. Do not park in front of the gate or drive vehicles within/around the fields, without prior consent from TK9C.

To access the K9CC follow the WHITE ARROW on the plan annexed below.

To access the K9FF follow the BLACK ARROW on the plan annexed below.

Do not arrive at the TK9C Complex more than 5 minutes prior to the booked time slot. On arrival to the TK9C Complex, if another User has stayed beyond their time which has encroached onto your start time or you arrive and the gate is unlocked, or if someone gains entry while you are using the K9FF/K9CC or the SOTA, please call THE K9 CONCEPT urgently on 07583407564 or 07710538237.

If you arrive late to your appointment you must still leave at the end of your appointment time. Please contact TK9C if you do arrive late and we will let you know if there is another user after you, if we can extend your appointment, we will.

#### **HOUSEKEEPING, FIXTURES, VENUE:**

The User shall keep the TK9C Complex clean and tidy and shall ensure that all litter and refuse generated by the User is removed and taken away. The venue will be regularly checked before, during and after use.

All dog excrement MUST be picked up and removed and taken away. Not picking up after your dog(s) will result in the User being prohibited from any future use of the TK9C Complex.



If you are hiring the SOTA, you must exercise your dog on the strip of grass on the right hand side of the K9FF gate before entering the SOTA. Please don't allow your dogs to toilet inside the SOTA.

The boundary and security of TK9C Complex is checked on a regular basis, however the User is advised to check that they are satisfied with the safety and condition of the fencing and to inform The K9 Concept of any damage.

The User must, at all times, take good care of the TK9C Complex, its fixtures and fittings. Users will be held liable for any damage caused by them or costs incurred by TK9C in repairing such damage caused to the TK9C Complex or any other land or property of Paul Towns Agriculture Ltd when accessing or exiting the TK9C Complex.

The User shall not be permitted to remove or obscure any signs or notices displayed at TK9C Complex.

The User shall not interfere with or make any alteration to the layout or arrangement of the TK9C Complex without prior written consent.

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 dog is doing and that they are safe and complying to these Terms and Conditions.

The User or dog must not climb on any gates, fences or posts at any time. The K9 Concept accepts no liability for any injury, damage or loss incurred as result of such actions.

Do not allow your dog(s) to dig in any part of the venue, at any time. Stop them immediately as holes caused by your dog could pose a risk to other Users. If your dog(s) dig, please attempt to fill the hole. If your dog(s) causes significant damage, please inform The K9 Concept immediately to enable repair.

Do not allow your dog to climb on any of the TK9C Complex's furniture. Users must not climb on any dog obstacles.

The TK9C Complex is surrounded by 6 feet high deer fencing fixed on wooden posts. However, if your dog(s) can jump high fences or is likely to dig themselves out, or squeeze through the fence (spacing), then the TK9C Complex may not be totally secure for them. TK9C cannot accept responsibility for escapes.

At no time should a dog(s) be tethered to any structures on site i.e. fencing, posts, gates etc.

## **EMERGENCIES:**

If there is an emergency, please inform TK9C as soon as is reasonably possible. Please also inform the office which is on the left side as you drive into Town's Agriculture Ltd's yard (tel: 01664 431445).

The venue address for emergency vehicles is: Scalford Station, Paul Towns Agriculture Ltd, Melton Mowbray, Leicestershire, LE14 4UD.

It is important to let the emergency services know the following information:

What 3 Words:

Access to the TK9C Complex is via: loudness taxed edgy

The K9 Freedom Field: smothered.orbited.pack

THE CONCEPT

## **HEALTH AND SAFETY:**

When you arrive to the TK9C Complex do not open any gate unless there is nobody else in that area. This is of the utmost importance as the previous User's dog(s) may need space from either you or your dog(s) and safety for any dog still off lead!

Everyone leaving the TK9C Complex MUST lock the gates. We recommend locking the gates whilst using the TK9C Complex. This is for you and your dog's safety.

The User has exclusive use of the facility for the slot they have booked except where TK9C need to access the facility where it deems necessary. Under no circumstances should dogs be left unattended at any time.

It is highly recommended that all Users have a first aid kit in their vehicle and carry a mobile phone.

All dogs visiting the TK9C Complex must be either be vaccinated, or titre tested, and flea/worm/tick treated.

If your dog(s), or any it lives with, is showing any signs of ill health (diarrhoea, vomiting, kennel cough, general lethargy etc) you must not attend for your booked slot. If this is within 24 hours of your booking slot, please contact TK9C to discuss.

If your dog(s) are ill following a visit to the field, please contact TK9C immediately to allow us to disinfect the field for other dogs' safety.

Only dogs known to each other are permitted to use the same area of the TK9C Complex, The TK9C does not allow dogs that are 'strangers' to each other to use the areas such as the K9 Confidence Course at the same time, unless under direct instruction of TK9C or another authorised trainer.

Any children under the care and/or control of the User are to be supervised at all times by the User.

The User will not be permitted the operation or release of any high-flying objects without the prior written consent of TK9C.

The User shall not bring into the TK9C Complex any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the written approval of TK9C. This also includes knives, weapons and any firearm or licensed item. Any User found or seen to be in possession of any of these articles, the police will be informed immediately.

The User should be aware that the ground is uneven in places and caution must be taken and it is advised to wear sensible and appropriate footwear to suit the grounds and conditions.

The User is using the TK9C Complex and all area required for its access and exit at all times at their own risk.

Please abide by the latest official COVID-19 guidance.

If another User stays past your start time, you arrive and the gate is unlocked, or if someone gains entry while you are using the field, please call THE K9 CONCEPT URGENTLY on 07583407564 or 07710538237.



## **INDEMNITY AND INSURANCE:**

In keeping with the law regarding 'responsible dog ownership', you are entirely responsible for you and your dog(s)' safety whilst at the TK9C Complex. The law states that we should be in control of our dogs at all times. This is also relevant at the TK9C Complex, whether you are alone or anyone else is present.

The K9 Concept is 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 TK9C Complex.

The User is responsible for all safety aspects of the TK9C Complex prior to, during or subsequent to the hire period and must accept liability for any loss, damage, injury or death howsoever and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the TK9C Complex.

#### **RIGHT OF ENTRY:**

TK9C shall be allowed access at any time onto the TK9C Complex to carry out inspections, spot checks or acting on receipt of information from a User. Any decisions made by TK9C regarding safety and fitness of use, will be binding.

TK9C reserves the right to refuse admission to or evict any person from the TK9C Complex. Any person refusing to co-operate will be informed that the police will be notified.

#### MARKETING AND PUBLICATION:

TK9C reserves the right to use any material, including texts and images/videos sent to them or posted on their social media page, for marketing or educational purposes. Please refer to TK9C's Privacy Policy for more information.

#### **VARIATIONS TO AGREEMENT:**

TK9C reserves the right to vary these Terms and Conditions at any time. Any variations so made shall be deemed to be incorporated into these Terms and Conditions.

#### ADDRESS:

THE K9 CONCEPT DOG TRAINING & K9 FREEDOM FIELD Scalford Station, Paul Towns Agriculture Ltd, Melton Mowbray, Leicestershire, LE14 4UD

What 3 Words:

Access to the TK9C Complex via: loudness.taxed.edgy

K9 Freedom Field: smothered.orbited.pack



# **ANNEX**

