



Terms & Conditions

1. Introduction

These terms and conditions govern your use of The Bark Park website (this “website”); by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

You must be at least eighteen (18) years of age to use this website. If you are not at least eighteen (18) years of age, you must not use this website.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to The Bark Park’s use of cookies in accordance with the terms of The Bark Park’s privacy policy.

In these terms and conditions, the terms "**we**", "**us**", "**Company**" and "**TheBarkPark.ie**" refer to Marc Healy Foods Ltd trading as The Bark Park, having its registered office at 17, Hillcrest, Pembroke Wood, Passage West, Co. Cork, Ireland its affiliates and/or their respective suppliers and providers, and "**you**" refers to the individual person creating an account with us and/or the customer booking a reservation directly through this website.

These terms and conditions have the following sections:

- (1) Introduction
- (2) T&Cs of Daycare
- (3) Use of TheBarkPark.ie website
- (4) Privacy Statement
- (5) Restricted Access
- (6) User Reviews, Comments, Photos and Content
- (7) **Digital Millennium Copyright Act (“DMCA”) in the US**, the E-Commerce Directive (in the EU), and Similar Laws
- (8) No Warranties
- (9) Limitations of Liability
- (10) Reasonableness
- (11) Other parties
- (12) Unenforceable Provisions
- (13) Indemnity
- (14) Breaches of these terms and conditions

- (15) Variation
- (16) Assignment
- (17) Severability
- (18) Entire Agreement
- (19) Law and Jurisdiction
- (20) Types of Products and Services

2. Terms and Conditions for Day Care

1. You understand that you are solely responsible for any harm caused by your dog(s) while attending Doggie Day-Care at The Bark Park.

2. You understand that there are inherent risks of illness or injury when animals are allowed to be in close contact with one another. Such risks include, but are not limited to, problems resulting from rough play and canine kennel cough.

3. You further understand and agree that in admitting your dog(s) to The Bark Park, the staff at The Bark Park have relied on your representation that your dog(s) is/are in good health and have not harmed or shown aggressive or threatening behaviour towards any person or any other dog.

4. You understand that your dog(s) will be playing in open areas with other dog(s) and accept that when dogs play in groups, they will get dirty, and nicks and scratches may occur, as well as any other inherent risks that are involved and you hereby release The Bark Park of any liability; You further understand and agree that The Bark Park staff will not be liable for any or all problems which may develop.

5. You further understand and agree that any problems which develop with your dog(s) will be treated as deemed by The Bark Park staff at their sole discretion, and that you assume full financial responsibility for any and all expenses involved if yourself or The Bark Park decides to obtain medical treatment.

6. You accept that if your dog causes any excessive damage to the facility that you could be asked to pay for repairs.

7. You understand that if your dog shows any signs of aggression towards other dogs or people you may be asked to leave Doggie Day-Care.

8. As a responsible pet owner, you promise to keep your dog(s) up to date on all vaccines. It is required by The Bark Park that you provide official updated records from a veterinary professional before you are allowed to attend Doggie Day-Care. The Bark Park is not responsible for informing of due dates on vaccines nor will The Bark Park provide vaccine records for any reason. Furthermore, when dog(s) vaccines are updated, a copy must be provided to The Bark Park in order for our records to stay updated, otherwise The Bark Park will assume that your dog(s) are not current on vaccines and will be asked not to attend the centre until 7 days after actual vaccines are administered.

9. Dogs must be kept on lead when entering and exiting The Bark Park.

10. You agree to listen to the advice given by the staff at The Bark Park and accept to follow through when instructions are given to you in a speedy manner.

3. Right to Use Website

Unless otherwise stated, Marc Healy Foods Ltd, trading as (“The Bark Park”), and/or its subsidiaries, own the rights on the website and material on the website.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website;
- sell, rent or dispose of material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website;
- edit or otherwise modify any material on the website; or
- redistribute material from this website, except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed for such purpose as it was made available.

TheBarkPark.ie website is provided by The Bark Park to assist customers in finding and determining the availability of Day-care services and to make legitimate reservations and/or allow the customer to transact with the online shop and for no other reason.

This website is offered to you and is conditioned on your acceptance without modification of the conditions, terms and notices contained in these terms and conditions as they exist at the time of your relevant use of the website including when any reservation is made (as applicable). All use of your account by you and use by us of the information related to your account are subject to these terms and conditions. In addition, these terms, and conditions (and any supplier rules and restrictions referenced below and/or made available to you before you complete any booking or purchase) apply to the offering and providing of services via this website. Your use of this website constitutes your agreement to all such conditions, terms and notices contained in these terms and conditions and it is your responsibility to familiarise yourself with these terms and conditions and any supplier rules and restrictions. If you do not agree with these terms and conditions, then you are not authorized to use this website.

TheBarkPark.ie may extend the benefit of the arrangements in these terms and conditions to affiliates which offer an online service.

TheBarkPark.ie reserves the right to change the terms, conditions, and notices contained in or referred to in these terms and conditions and under which this website/these services are offered at any time and suppliers may change supplier rules and restrictions referred to in these terms and conditions at any time, and you agree to accept and be bound by those terms that are in effect at the time of your relevant use of this website and its facilities including when any reservation is made by you (as applicable). These terms and conditions may not be changed by any unauthorized person, including employees of TheBarkPark.ie.

We recommend you save or print a copy of these terms and conditions when making a booking/reservation, for reference.

You agree to be financially responsible for all of your use of this website (as well as for use of your account by others, including, without limitation, minors living with you), including that you shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your use of this website. You agree to supervise all usage of this website by minors under your name or account. You also warrant that all information supplied by you or members of your household in using this website is true and accurate.

This website is for your personal and non-commercial use only. The content and information on this website (including, without limitation, price and availability of The Bark Park services), as well as the infrastructure used to provide such content and information, is proprietary to TheBarkPark.ie or its suppliers and providers. Accordingly, as a condition of using this website, you agree not to use this website or its contents or information for any commercial or non-personal purpose (direct or indirect). While you may make limited copies of your bookings (and related documents) or services purchased through this website, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from this website. In addition, you agree not to:

- use this website or its contents for any commercial purpose, such as (but not limited to) making reservations for services or other products for the purposes of resale;

- access, monitor or copy any content or information of this website using any robot, spider, scraper or other automated means or any manual process for any purpose without express written permission of TheBarkPark.ie;
- violate the restrictions in any robot exclusion headers on this website or bypass or circumvent other measures employed to prevent or limit access to this website;
- take any action that imposes, or may impose, in the discretion of TheBarkPark.ie, an unreasonable or disproportionately large load on the TheBarkPark.ie infrastructure;
- deep-link to any portion of this website (including, without limitation, the purchase path for any services) for any purpose without express written permission of TheBarkPark.ie; or
- use this website for any purpose that is unlawful or prohibited by these terms and conditions.
- You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.
- You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website.
- You must not use this website for any purposes related to marketing.

You agree that the services reservations facilities of this website shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You understand that overuse, suspicious activity, signs of fraud, or abuse of the services reservation facilities of this website may result in TheBarkPark.ie cancelling any bookings associated with your name, email address, or account, and closing any associated TheBarkPark.ie accounts. TheBarkPark.ie may also cancel any bookings associated with your name, email address, or account, and close any associated TheBarkPark.ie accounts if you have made multiple reservations on this website and TheBarkPark.ie considers (acting reasonably) that any such reservation is for the purposes of reselling. If such reservations cancelled are non-refundable bookings, TheBarkPark.ie reserves the right not to refund you for the cancelled reservations.

If you have conducted any fraudulent activity, TheBarkPark.ie reserves the right to take any necessary legal action and you may be liable for monetary losses to TheBarkPark.ie, including litigation costs and damages.

To contest the cancellation of a booking, or freezing or closure of an account, please contact customer service at the telephone and further details set out in the ‘contact us’ portal on the website.

4. Privacy Statement

Marc Healy Foods Ltd, trading as “The Bark Park” and its affiliated and subsidiary entities (“The Bark Park”, “we” or “us”) is committed to protecting your privacy and safeguarding your personal information. This Privacy Statement describes how we may collect, use, and

disclose personal information on our websites (“websites”). This Privacy Statement applies to any personal information we collect or receive about you, from any source. However, it does not apply to personal information that we collect, use, or disclose for editorial purposes.

By submitting your personal information, using our websites, or subscribing to our services or products, you signify your agreement to the terms and conditions of this Privacy Statement. Please check back periodically as this Privacy Statement may be amended from time-to-time.

What is personal information?

Personal information means information about an identifiable individual. Examples of personal information that we may collect, use, and disclose include your contact information (name, address, phone number or email address), and other information that you may provide to us. Personal information does not include publicly available information or your business contact information.

What personal information do we collect? To whom do we disclose personal information?

In most cases, we will collect personal information directly from you, when you purchase or interact with us about a product or service that we offer or provide (for example, when you email us or contact us through our website). Occasionally, we may collect personal information from a third party based on your consent, or as otherwise permitted by law.

In general, you can browse our websites and “opt-out” from providing us with any personal information. Once you agree to provide us with personal information, you are no longer anonymous to us. If you choose to use and/or purchase certain services we may require you to provide contact and identity information, and other personal information as indicated on the forms throughout our websites. Where possible, we indicate which fields are required and which are optional. You always have the option to not provide information by choosing not to use or purchase a particular service.

We identify the purposes for which we may collect, use, and disclose your personal information at the time that we collect such information. Such purposes include providing and delivering products or services to you, responding to your inquiries, and internal business purposes such as administering or improving our website. We obtain your consent for such purposes at or before the time that we collect, use, or disclose your personal information, except where permitted or required by law.

The Bark Park may share personal information in order to fulfil the purposes that you have consented to. We may also share your personal information with third party service providers as necessary for them to provide services on our behalf. Some service providers may be located outside of the Ireland where personal information may be subject to the laws of those jurisdictions.

How do we retain and safeguard your personal information?

We retain personal information for as long as necessary to fulfil the purposes for which it was collected and as permitted or required by law. We have implemented, or intend to

implement, physical, organizational, contractual, and technological security measures to protect your personal information from loss or theft, and unauthorized access, disclosure, copying, use or modification.

How do we monitor our websites?

Our websites may place and access cookies when you visit our websites. A cookie is a small data file that websites commonly write to your computer. A cookie file contains information that can identify you each time you visit the website. Our websites use cookies as a way to measure website activity and traffic patterns. We may use third-party vendors and advertising networks to serve advertisements on our websites. Such third parties may place and access cookies on your browser, including for the purpose of delivering tailored advertisements to you. That activity is subject to such third-parties' policies and terms. You may choose to set your computer to reject cookies if you desire. However, if you refuse to accept cookies, you may not be able to use some of the features available on our websites.

From time to time, we collect certain usage information from our servers, or servers that belong to third parties, that relates to the use of our websites. We use this information to improve our websites, for example by enhancing pages or features that are visited frequently, and on occasion we may share this information with our affiliates or other third-party companies to provide them with an indication of the amount of interest in our websites for advertising purposes and to help us plan for technical improvements.

How can you access your personal information?

We will make available to you any personal information that we have collected, used, or disclosed, upon your written request, to the extent permitted by law. We will attempt to respond to your written request within thirty (30) days. We will advise you in writing if we cannot meet your request within this time limit.

Changes in this Privacy Statement

If we decide to change our Privacy Policy, we will post those changes to this Privacy Policy and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this Privacy Policy at any time, so please review it frequently.

Contact Us

Our Compliance & Contracts Administrator is accountable for our compliance with this Privacy Statement and applicable privacy law. All comments, questions, concerns, or complaints regarding your personal information should be forwarded to our Administrator as follows:

The Bark Park

087-747 8941

sara@thebarkpark.ie

5. Restricted Access

Access to certain areas of this website is restricted. The Bark Park reserves the right to restrict access to certain areas of this website, or indeed this entire website, at The Bark Park's discretion.

If The Bark Park provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

The Bark Park may disable your user ID and password in The Bark Park sole discretion without notice or explanation.

6. User Content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to The Bark Park a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute your user content in any existing or future media. You also grant to The Bark Park the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or The Bark Park or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

The Bark Park reserves the right to edit or remove any material submitted to this website, or stored on The Bark Park servers, or hosted or published upon this website.

Notwithstanding The Bark Park's rights under these terms and conditions in relation to user content, The Bark Park does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

TheBarkPark.ie may also display reviews, comments, photos, and other material in relation to services provided by The Bark Park as well as experiences ("**Testimonials**"). You disclaim any proprietary rights you may have in such User Reviews, and the same may be freely used, copied, distributed, and made available in any medium and in any form by TheBarkPark.ie or its affiliates without your permission. Where this posting facility is offered, you expressly agree only to submit User Reviews that are appropriate to that service, complying with these terms and conditions and also any accompanying guidelines made available on this website.

You further grant the TheBarkPark.ie Companies the right to pursue at law any person or entity that violates your or the TheBarkPark.ie Companies' rights in the User Reviews by a breach of these terms and conditions. You acknowledge and agree that User Reviews are non-confidential and non-proprietary. You expressly waive any and all 'moral rights' (including rights of attribution or integrity) that may subsist in your User Reviews and agree that you have no objection to the publication, use, modification, deletion or exploitation of your User Reviews by us, the TheBarkPark.ie Affiliates, TheBarkPark.ie Companies or any of our partners or licensees.

Specifically, by using such a service, you represent and warrant that:

- you own or otherwise control all of the rights to the User Reviews that you post;
- as at the date of posting, the User Reviews submitted are accurate;
- User Reviews that you supply do not breach any TheBarkPark.ie terms and conditions of use, guidelines or policies (as applicable from time to time);
- you will not intentionally or recklessly post information that could cause injury or offend any person or their business and in particular: you will not post any comments, information or material that is untrue; malicious; defamatory; abusive; obscene or could reasonably be taken as such;
- you will not act in any way to deceive or mislead and will not engage in or encourage any fraudulent or illegal activity;
- you will not to post or distribute any information or material that is owned by any third party without the express written consent of such party to do so;
- all photos submitted are subject to our Photo Submission Guidelines.

We draw your attention to the fact that the reviews displayed on this website originate from verified users who have used the service on TheBarkPark.ie. TheBarkPark.ie claims no ownership, affiliation with, or endorsement of any photos that are submitted by end users through our websites. TheBarkPark.ie does not edit Reviews or User Reviews submitted and to the fullest extent permitted by law will not be in any way responsible or liable for such Reviews or User Reviews or their subsequent posting, use or distribution. In addition, TheBarkPark.ie does not verify, endorse, or approve the views or comments expressed in any Reviews or User Reviews which are the personal views of the individuals submitting them. Any decisions made on the basis of Reviews or comments appearing on the website are taken at your own risk. It is important to us that User Reviews are impartial and honest.

TheBarkPark.ie reserves the right for any reason in its sole discretion to refuse to post or remove (without notice) any Reviews or User Reviews. Amongst other things, this includes situations where TheBarkPark.ie receives a third-party complaint and/or has reason to believe that there has been a breach of these terms and conditions or review/photo submission guidelines.

7. Digital Millennium Copyright Act (“DMCA”) Notice), the E-Commerce Directive (in the EU), and Similar Laws

In the event materials are made available to this website by third parties not within our control, we are under no obligation to, and do not, scan such content for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party’s copyright to remain on the Site. If you believe any materials on the website infringe a copyright, you should provide us with written notice that at a minimum contains:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:

The Bark Park

087-747 8941

sara@thebarkpark.ie

It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

8. No Warranties

This website is provided “as is” without any representations or warranties, express or implied. The Bark Park makes no representations or warranties in relation to this website, or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, The Bark Park does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial, or medical matter you should consult an appropriate professional.

9. Limitations of Liability

The Bark Park will not be liable to you (under any theory of law) in relation to the contents of, or use of, or otherwise in connection with, this website:

- for any direct loss.
- for any indirect, special, or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if The Bark Park has been expressly advised of the potential loss.

10. Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

11. Other Parties

You accept that, as a limited liability entity, The Bark Park has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against The Bark Park’s officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect The Bark Park’s officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as TheBarkPark.ie

12. Unenforceable Provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

13. Indemnity

You hereby indemnify The Bark Park and undertake to keep The Bark Park indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by The Bark Park to a third (3rd) party in settlement of a claim or dispute on the advice of The Bark Park's legal advisers) incurred or suffered by The Bark Park arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

14. Breaches of These Terms and Conditions

Without prejudice to The Bark Park's other rights under these terms and conditions, if you breach these terms and conditions in any way, The Bark Park may take such action as The Bark Park deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

15. Variation

The Bark Park may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

16. Assignment

The Bark Park may transfer, sub-contract or otherwise deal with The Bark Park's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

17. Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

18. Entire Agreement

These terms and conditions, together with our Privacy Policy, constitute the entire agreement between you and The Bark Park in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

19. Law & Jurisdiction

These terms and conditions will be governed by and construed in accordance with Irish law, and any disputes relating to these terms and conditions will be subject to the jurisdiction of the courts of the state of The Republic of Ireland. Notwithstanding this, you agree that The Bark Park shall still be allowed to apply for injunctive remedies in any jurisdiction.

The Bark Park reserves all rights not expressly granted under these Terms, and no other rights are granted under these Terms by implication or estoppel or otherwise.

20. Types of Products and Services

Day-care Bookings

Pay now/online

When booking via the website, you will be presented with the payment option to "pay now/pay online". If you select the "pay now/pay online" payment option, we will make the service available to you directly and you will be charged the amount of the service you select immediately. The company taking that payment and charging your credit card will be stripe.com taking such payment on behalf of TheBarkPark.ie.

When the service is made available to you by us when you pay online, you will be provided with the terms and conditions and rules and restrictions of the service during the course of booking and in your confirmation email.

Confirming, changing, or cancelling bookings

The Booking Confirmation, which includes the essential elements such as the description of the service(s) booked and the price, will be sent to you by e-mail. If you do not receive a Booking Confirmation e-mail within 24 hours of placing the booking, please contact us. It is expressly agreed that the data stored in the information systems of TheBarkPark.ie or its suppliers shall constitute proof with respect to the bookings made by you. Data stored in computers or electronic media are valid proof and shall therefore be acceptable under the same conditions and with the same evidential value as a physical written document.

You can change or cancel your lodging booking either online under Reservations when signed into your TheBarkPark.ie account, or by emailing us at sara@TheBarkPark.ie.

You agree to pay any required cancellation or change fees that you incur such as not cancelling 24 hours in advance of reservation.

TheBarkPark.ie (and the applicable suppliers) reserve the right to cancel a reservation if full payment for any amounts including any applicable change fee relating to the reservation are not received in a timely fashion.

If you plan to not show for the date of your reservation, you must cancel the reservation with TheBarkPark.ie 24 hours before reservation. If you do not confirm the booking changes with TheBarkPark.ie the whole booking may be cancelled and no refund.

Services Rules and Restrictions

Where we make the services available to you directly, these terms and conditions incorporate the suppliers' terms or conditions/rules and restrictions which are made available to you before any booking is made and which you accept at the moment that a booking is actually placed. Please read these supplier terms carefully. You agree to abide by these terms and conditions as well as the suppliers' terms or conditions/rules and restrictions, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. It is your responsibility to familiarise yourself with the suppliers' terms and conditions before making a booking.

You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier's terms and conditions may result in cancellation of your reservation(s) or purchase, in your being denied access to any service, in your forfeiting any monies paid for such reservation(s) or purchase, and in TheBarkPark.ie debiting your account for any costs TheBarkPark.ie incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this website.

Prices

The prices of The Bark Park services will be as quoted on the website from time to time, except in cases of obvious error. Prices are liable to change at any time, but changes will not affect bookings already accepted, except in cases of obvious error. Despite TheBarkPark.ie best efforts, some of the services listed on the website may be incorrectly priced.

TheBarkPark.ie EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT

PENALTY. TheBarkPark.ie is under no obligation to provide services to you at an incorrect (lower) price, even after you have been sent confirmation of your booking.

You agree that your credit/debit card will be charged by TheBarkPark.ie for the total reservation price.

Changes to Prices

We reserve the right in our sole discretion to modify our Prices or to restrict availability of our services to any person, at any time, for any or no reason, and without prior notice or liability to you.

PAYMENTS

The price of services booked on the website or by telephone must be paid to The Bark Park.

Many bank and credit card companies charge their account holders a transaction fee when the card issuer and the merchant location (as defined by the card brand (e.g. Visa, MasterCard, American Express) are in different countries. The currency exchange rate, if applicable, and any transaction fee are determined solely by the bank or other agency processing the transaction. These fees may be applied by the card issuer as a charge to the cardholder's account. This means the amount listed on your credit or debit card statement may be a different figure than the figure shown on the billing summary page for a reservation booked on this website. If you have any questions about these fees or any exchange rate applied to your booking, please contact your bank. Some banks and card issuing companies impose fees for cross border or international transactions. For example, if you are making a booking using a card issued in a different country from the merchant's location, your card issuing company may charge you a cross border or international transaction fee. In addition, some banks and card issuing companies impose fees for currency conversion. For example, if you are making a booking in a currency other than the currency of your credit card, your credit card company may convert the booking amount to the currency of your credit card and charge you a conversion fee. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank or card issuing company.

In addition to card payments, you may be presented with further payment options, such as payment by instalments, offered by parties other than TheBarkPark.ie ("3rd Party Payment Options"). If you select a 3rd Party Payment Option, you will do so pursuant to such 3rd party's applicable terms and conditions which shall be read and accepted by you when selecting the relevant payment option and will form a contract between yourself and such 3rd Party. Our customer care agents are unable to provide advice regarding 3rd Party Payment Options. Questions related to 3rd Party Payment Options must be directed to such 3rd Party directly.

Claim Verification

All requests are subject to verification by TheBarkPark.ie. We will not accept screenshots or other purported evidence of a lower price that we cannot independently confirm. Nor will we verify any request that we believe, in our sole discretion, is the result of a printing or other error or is made fraudulently or in bad faith.

PHOTO SUBMISSION GUIDELINES

Children under 16 may not submit photos or other materials to the website.

You agree that any photos you submit must be:

- On topic – All photos must be relevant for a profile picture
- Community/family friendly.
- Original – You may only submit your own photos.
- Smaller than 5MB file size for each individual photo. Photos submitted must be either .jpg, .bmp, .gif or .png format.

You agree that you will not submit any photos or materials that:

- are illegal, obscene, pornographic, profane, vulgar, offensive or insulting;
- invade the privacy or violate any personal right of any person or entity;
- are of or about children or any third parties without their consent (or their parent's consent in the case of a child under 18 years of age);
- are not your original work or are from any other source (personal or commercial);
- infringe the copyright, trademark, or other property right of any third party;
- include logos, branding, promotional material, or any other content intended for commercial purposes; or
- contain viruses or other harmful code that is either intended or may result in damage to the computers and systems of TheBarkPark.ie and/or those using it.

NOTIFICATIONS OF INFRINGEMENT OF INTELLECTUAL PROPERTY

TheBarkPark.ie respects the intellectual property rights of others and expects you to do the same. TheBarkPark.ie has and enforces a policy of not permitting users to post any materials that infringe the copyrights or trademark rights of others, and under appropriate circumstances TheBarkPark.ie will terminate the account of members and account holders who are repeat infringers. Repeat postings of infringing material are cause for termination of service.

Copyright Claims - Pursuant to the Digital Millennium Copyright Act (in the US), the E-Commerce Directive (in the EU), and similar laws relating to copyrighted online content, if you believe your copyrighted work is being infringed on or through the website, please complete and submit a written The Bark Park Copyright Infringement Complaint Form (the "Notice") to TheBarkPark.ie's Designated Copyright Agent listed above. Upon receipt of a Notice, The Bark Park will take appropriate action,

including removal of the challenged material from the website and/or termination of the account of the TheBarkPark.ie user/member in appropriate circumstances.

Please include in the Notice:

- (1) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.
- (2) Identification of the images or material that is allegedly infringing your copyrighted work or is the subject of infringing activity and that you believe should be removed, with sufficient information to enable TheBarkPark.ie to locate the specific images or material.
- (3) Your contact information, including your name, address, telephone number, and, if available, an email address at which you may be contacted.
- (4) The following statement: I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (5) The following statement: The information in this Notice is accurate, and, under penalty of perjury, I declare that (choose one) (i) I am the owner or (ii) I am authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.
- (6) And a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly being infringed.

Deliver the Notice to The Bark Park

Address: Ballinahina, Dublin Hill, Cork, Ireland

Email: sara@thebarkpark.ie

Ph: 087 - 7478941

To expedite review of and action in response to your Notice, please download, complete, and return the The Bark Park Complaint Form accompanying these terms and conditions.

Copyright Counter Notices. If material you have posted has been taken down based on a copyright claim, you may file a counter notice by email or regular mail that sets forth the information specified below. You may want to seek legal counsel prior to doing so.

Please include the following details:

- (1) Identification of the specific content that was removed or disabled and the location that content appeared on the website. Please provide the URL address if possible.
- (2) Your name, mailing address, telephone number and email address.
- (3) A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which TheBarkPark.ie may be found, and that you will accept service of process from the party who reported your content, or that party's agent.
- (4) The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the content identified above was removed or disabled as a result of a mistake or misidentification."

Sign the paper and send the written communication to the following address or email:

The Bark Park Designated Copyright Agent:
The Bark Park
087-747 8941
sara@thebarkpark.ie

To expedite review of and action in response to your Notice, please download, complete, and return the TheBarkPark.ie Copyright Infringement Counter Notices Form accompanying these terms and conditions.

Trademark Claims. If you believe the website, a listing or any content is infringing or misusing your trademark, please complete a written TheBarkPark.ie Trademark Misuse Complaint Form and deliver it to TheBarkPark.ie trademark agent listed below. Upon receipt of a Notice, TheBarkPark.ie will take appropriate action, including informing the supplier or user that posted the allegedly infringing use of the complaint with a request to consider and respond to the complaint, removal of clearly infringing designations from the listing or website and/or termination of the account of the TheBarkPark.ie user in appropriate circumstances.

Please include in the Notice:

- (1) Identification of the trademark claimed to have been infringed.
- (2) Identification of the website or listings on which the trademark is allegedly being misused.
- (3) Your contact information, including your name, address, telephone number, and, if available, an email address at which you may be contacted.
- (4) The following statement: I have a good faith belief that use of the above designation in the manner complained of is not authorized nor permissible.
- (5) The following statement: The information in this Notice is accurate, and, under penalty of perjury, I declare that (choose one) (i) I am the owner or (ii) I am authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.
- (6) And a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly being infringed.

Deliver the Notice to:
The Bark Park
087-747 8941
sara@thebarkpark.ie

To expedite review of and action in response to your complaint, please download, complete, and return the TheBarkPark.ie Trademark Misuse Complaint Form accompanying these terms and conditions.

Patent Notices. One or more patents owned by TheBarkPark.ie and/or other TheBarkPark.ie Companies may apply to this website and to the features and services accessible via the website. Portions of this website operate under license of one or more patents. Other patents pending.

CUSTOMER COMPLAINTS

The Bark Park is here to aid you in respect of any queries or complaints you may have in relation to your booking of a service via the website. In the event you raise a complaint and/or are entitled to compensation from the service following a problem with your booked service then TheBarkPark.ie will assist to try to resolve the problem.

Queries or requests for information or complaints can be sent to the email address, or you can contact us at the details set out, in the 'contact us' portal on the website which will receive complaints on behalf of the providers of the relevant services.

Please raise any issues you experience via the number or email referred to above (or as soon as reasonably practicable) so that measures can be taken to resolve the problem and help limit the damage suffered by you. For ease of resolution, you are encouraged to raise any complaint(s) within 14 days of the incident.

Any hard copy complaints should be directed to The Bark Park officers or employees of the service using the address provided in their rules and restrictions or to TheBarkPark.ie.

Liability in respect of the services booked via the website.

Where TheBarkPark.ie has made available the relevant service (as set out in these terms and conditions), then to the extent permitted by law and subject to the exceptions and limitations set out in these terms and conditions and/or the relevant rules and restrictions applicable to the service you have booked, then TheBarkPark.ie shall only be liable to you for direct damages that were:

- (i) reasonably foreseeable by both you and TheBarkPark.ie;
- (ii) actually suffered or incurred by you; and
- (iii) directly attributable to the actions of TheBarkPark.ie in providing the services,

You have certain statutory rights. The exclusions and limitations contained in these terms and conditions apply only to the extent permitted by law. Nothing in these terms and conditions shall, be deemed to limit or exclude TheBarkPark.ie liability for fraud, personal injury or death caused by TheBarkPark's negligence.

LINKS TO THIRD-PARTY SITES

This website may contain hyperlinks to websites operated by parties other than TheBarkPark.ie. Such hyperlinks are provided for your reference only. TheBarkPark.ie does not control such websites and is not responsible for their contents or your use of them.

TheBarkPark.ie's inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

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http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html
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GENERAL

You agree that no joint venture, partnership, employment, or agency relationship exists between you and TheBarkPark.ie as a result of these terms and conditions or use of this website.

TheBarkPark.ie's performance under these terms and conditions is subject to existing laws and legal process, and nothing contained in these terms and conditions is in derogation of TheBarkPark.ie's right to comply with law enforcement requests or requirements relating to your use of this website or information provided to or gathered by TheBarkPark.ie with respect to such use.

If TheBarkPark.ie does not invoke one of the provisions of these terms and conditions at any one moment, this must not be interpreted as a cession of the right to invoke it at a later date.

These terms and conditions (and any other rules and restrictions/ terms and conditions referenced herein) constitutes the entire agreement between you and TheBarkPark.ie with respect to this website and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and TheBarkPark.ie with respect to this website. A printed version of these terms and conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms and conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Fictitious names of companies, products, people, characters, and/or data mentioned on the website or in these terms and conditions are not intended to represent any real individual, company, product, or event.

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