

Terms and conditions for professional dog walking Licence

1) Issue of Annual Licence

1.1 This licence is granted by the Authority to the Licensee on the Commencement Date subject to the acceptance of these terms and conditions and payment of the Licence Fee.

2) Interpretation

In these terms and conditions: -

"Application" means the application form submitted by the Licensee as varied by any amendment agreed by the Licensee and the Authority or any direction issued by the Authority.

"Approval" and "Approved" means the written acceptance by the Authority.

"Authority" means the London Borough Wandsworth and includes any person nominated to act as the Authority's Representative.

"Authority's Property" means any property on the Authority's Premises. This shall include any building or other structure (whether or not permanent), statue or monument, pavement, road surface, footpath, railing, fence, tree, shrub or flower bed, grass, soil, wildlife, feature of fauna and flora, park furniture, lamp post, bench, bin, notice board, sign, gate, recreational equipment, wall, river or water body and all other such items located in or on the Authority's premises.

"Condition" means a condition within these Terms and Conditions.

"Dog Walker" means the individual named on the License to carry out professional dog walking specified in the Application.

"Group" means the dogs in the Licensee's charge whilst undertaking professional dog walking in the park.

"Licence" means the Approved Application and these terms and conditions read together.

"Licence Period" means the period running from for 365 days from the date of this licence.

"Licensee" means the individual named in the Application.

"Park" means the park/s or green space/s named in the Application.

"Parties" means the Authority and the Licensee

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"Permitted Use" means the use of open grassland in the parks and open spaces listed in Appendix I, within the park or as indicated from time to time as instructed by the Authority, for the purpose of providing a Dog Walking service of a professional aspect where fees are paid to the licensee. The maps provided as Appendix 2 indicate those areas where dogs are not permitted within the listed sites.

2.1 The interpretation and construction of the Licence shall be subject to the following provisions:

- a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
- the headings to Conditions are for ease of reference only and shall not affect the interpretation or construction of the Conditions;
- references to Conditions are references to Conditions in the section of the Terms and Conditions in which they appear, unless otherwise stated;
- where the context allows, the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa;
- any notice to be served on the Licensee shall be sent by letter or email to the contact details set out in the Application until the Authority receives written notification of different contact details;
- any obligation on the part of the Licensee not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by any other person.

3) Registration

3.1 The Licensee must be Approved by the Authority in order to carry out professional dog walking sessions in the park in the Permitted Use area.

3.2 In order to be Approved, the Licensee must have:

3.2.1 Completed the application form in full;

3.2.2 Paid the licence fee and have:

- public liability insurance cover to a minimum of £2 million. It is the Licensee's responsibility to ensure that they have valid insurance at all times .
- current risk assessment and health & safety method statement, signed and dated;
- read, understood and agreed to the terms and conditions of the licence including the Code of Conduct.
- agree to abide by the submitted agreed Operational Method Statement and Animal Welfare Statement

3.3 Failure to comply with 3.2 shall entitle the Authority to terminate this Licence in accordance with condition 9.

3.4 The Authority shall be under no obligation to Approve an Application but will provide a full written explanation for its decision.

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3.5 The Authority reserves the right, when approving an Application, or at any time during the Licence Period by giving reasonable written notice to the Licensee, to limit the Licensee's access to the licenced Park/s. In the event of Force Majeure access to the Parks may be restricted without warning. For the purposes of this clause "Force Majeure" means any event or occurrence which is reasonably outside the control of the Authority which it could not be reasonably expected to foresee or provide for in advance.

3.6 Upon Approval of the Application the Authority will provide the Licensee with an armband or lanyard in which, from which to display the current licence/identification which the Licensee (or Dog Walker) must wear at all times whilst carrying out professional dog walking sessions in the Licenced Park. Failure to comply with this Condition 3.6 shall entitle the Authority to terminate this Licence in accordance with condition 9. The Authority will charge a replacement fee of £50 (plus VAT) for each subsequent replacement of the identification armband. At the end of the Licence the Licensee must return the identification armband to the Authority.

3.7 Following Approval of the Application the Licensee may carry out professional dog walking sessions in the Licenced Parks, during the hours which the Park is open to members of the public or as specified in any direction issued by the Authority.

3.8 The Licensee acknowledges that:

3.8.1 This Licence does not guarantee that the Licenced Parks will be open or that there will be space in the Parks for the Licensee to carry out dog walking sessions.

3.8.2 This Licence does not grant the Licensee priority over any other lawful user of the licenced Parks.

4) Licence Fee

4.1 The Licence fee payable by the Licensee shall be: 1-2 dogs; £75 – 3-4 dogs; £150 – 5-6 dogs £300 (all excl. VAT).

5) Duration

5.1 Subject to condition 9, this Licence shall continue until the end of the Licence Period.

6) Licensee obligations

6.1 The Licensee shall, at all times, exercise the rights and duties under this Licence in a proper and responsible way, having regard to the safety of users of the Licenced Parks, the Authority's staff and other third parties.

6.2 Any activities undertaken must not be detrimental to the Parks, the Authority's Property or any wildlife.

6.3 The Licensee shall collect and properly dispose of all dog faeces arising from the dogs they are walking in the licenced park. Failure to comply with this condition can result in the issue of a Fixed Penalty Notice and may result in the termination of this Licence.

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6.4 The Licensee must not cause an annoyance or nuisance or interfere with the reasonable enjoyment of other persons using the Licenced Parks.

6.5 The Licensee must ensure that any dog under their responsibility is to be kept under control or on a lead at all times in the Licenced Park.

6.6 The Licensee must adhere to and comply with the Authority's Code of Conduct at all times whilst conducting dog walking sessions within the Licenced Parks.

6.7 The Licensee must not walk dogs in restricted areas of the Licenced Parks as defined in Appendix 2 (maps) nor in areas where there are further temporary restrictions that are clearly signposted and/or denoted by temporary (or permanent) fencing.

6.8 The Licensee shall comply with all applicable legislation including Public Space Protection Orders, Dog Control Orders and Byelaws in the Licenced Park. Copies are obtainable from the Authority's website.

6.10 The Licensee is permitted to wear branded clothing as part of a uniform in the Licenced Park.

6.11 The Licensee must not collect monies/fees from clients whilst in the Licenced Park.

6.12 The Licensee may only distribute promotional materials to persons who request it in the Licenced Park.

6.13 The Licensee shall not walk in excess of the number of dogs permitted by his/her Licence or in excess of the number of dogs permitted in the particular open space, whichever number is the lower, at any time.

6.14 The Licensee shall allow no more than 4 dogs from the Group to be off the lead at any time during when walking in the park.

6.15 The Licensee shall walk independently of other professional dog walkers in the Licenced Park.

6.16 The Licensee shall be responsible for avoiding other park users wherever possible and ensure that the public are given right of way in the Licenced Park.

6.17 Each Party shall notify the other of any health and safety hazards which may arise in connection with the performance of this Licence as soon as they become aware of them in the Licenced Park.

6.18 While in the Licenced Park, the Licensee shall comply with any health and safety measures implemented by the Authority in respect of users of the Parks.

6.19 The Licensee shall notify the Authority immediately in the event of any incident occurring where that incident causes any personal injury or damage to the Authority's Property and if requested by the Authority shall provide a copy of the incident investigation report if appropriate.

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6.20 The Licensee shall not have exclusive rights over any area of the Authority's Premises.

6.21 The Licensee shall not leave any dogs in their vehicles whilst conducting a dog walking session.

7) Independent Operator

7.1 Nothing in this agreement shall be construed as creating a partnership, contract of employment or relationship of principal and agent between the Authority and the Licensee.

8) Indemnity

8.1 The Licensee shall indemnify the Authority fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any death or personal injury, loss of or damage to property, which is caused directly or indirectly by any act or omission of the Licensee PROVIDED ALWAYS that the Authority shall be at liberty to settle as it may think fit after consultation with the Licensee any such actions claims or demands by payment of such sum or sums as it in his discretion may consider reasonable and it may in his discretion after giving notice in writing to the Licensee cause any such damage to be made good and the expenses incurred by the Authority in doing or in making any such payment shall be repaid by the Licensee to the Authority on demand PROVIDED NEVERTHELESS that the Licensee shall not be required to pay by way of indemnity any sum greater than that which would be reasonably payable in settlement having regard to the circumstances of the case and in particular (where the payment is legally enforceable) to the damages which might be recoverable at common law.

8.2 Subject to clause 8.3, the Authority is not liable for:

- a. the death of, or injury to the Licensee or dogs in its Group visiting the Parks; or
- b. damage to any property of the Licensee, or dogs in its Group visiting the Parks; or
- c. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee, or owners of dogs in its Group visiting the Parks under the rights granted by this Licence.

8.3 Nothing in clause 8.2 will limit or exclude the Authority's liability for:

- a. death or personal injury or damage to property caused by negligence on the part of the Authority or its employees or agents; or
- b. any matter in respect of which it would be unlawful for the Authority to exclude or restrict liability.

9) Termination of Agreement

9.1 The Authority may revoke this Licence with immediate effect where the Licensee:

- 9.1.1 Is in breach of its obligations under this Licence and, where the breach is capable of remedy, fails to remedy such breach to the satisfaction of the Authority within seven calendar days of receipt of written notice to remedy the breach.

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9.1.2 Acts in any way that is likely to bring the Authority into disrepute or damage its reputation or interests.

9.1.3 Is found to be in breach of any applicable legislation in the Licenced Park.

9.2 The Authority may terminate the Licence giving not less than one month's written notice with a full written explanation for its decision.

9.3 Where the Authority terminates this Licence under condition 9.1 the Licensee shall not be entitled to receive any refund of the Licence fee or any compensation for any outlay made by the Licensee in connection with this Licence.

9.4 Where the Authority terminates this Licence under condition 9.2, the Authority shall reimburse the License Fee on a pro-rata basis for the remaining duration of the Licence Period but without paying any compensation for any outlay made by the Licensee in connection with this Licence.

9.5 The Licensee must inform the Authority, in writing, of his intention to cease carrying out professional dog walking services in the parks and open spaces covered by the Dog Control PSPOs and to surrender his Licence. In such cases the Licensee shall not be entitled to receive any refund of the Licence fee or any compensation for any outlay made by the Licensee in connection with this Licence.

9.6 For the avoidance of doubt, following termination of this Licence by either party, the Licensee shall no longer be licensed and therefore not permitted to walk any number of dogs as a professional service for which fees have been paid to him (the ex-licensee) within any of the council's parks and open spaces covered by the Dog Control PSPOs and the Licensee must return all identification armbands to the Authority.

10) General

10.1 Nothing in this Licence shall render or be deemed to render the Licensee an employee or agent of the Authority.

10.2 This Licence contains the entire understanding and agreement between the parties and supersedes all prior representations, documents, negotiations or understandings. The Licensee acknowledges that it has not entered into this Licence in reliance upon any representation by the Authority or anyone acting on its behalf.

10.3 Pursuant to the Freedom of Information Act 2000 the Authority is subject to certain legal obligations in relation to public disclosure of information. The Licensee shall co-operate with and assist the authority with any requests for disclosure which the Authority receives under the Freedom of Information Act 2000 which relate to this Licence. The Licensee understands and agrees that the Authority may be required to provide information relating to this Licence or the Licensee to a third party in order to comply with its obligations under these provisions.

10.4 Nothing in this Licence shall fetter the Authority in the exercise or discharge of its functions, powers and duties (Including, without limitation, the power to close all or part of

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their Parks either on a permanent or temporary basis or to temporarily use all or part of their Parks for an event).

10.5 Failure to observe any byelaw, Dog Control Order or other relevant regulation may result in the issue of a Fixed Penalty Notice, prosecution, and the suspension or termination of this Licence.

11) Disputes

11.1 In the event that any dispute arises between Parties in connection with this Licence, the parties shall, in the first instance, use their reasonable endeavours to resolve it amicably themselves.

11.2 Disputes remaining unresolved shall, if parties agree, be referred to non-binding mediation.

11.3 In the event that the parties do not agree to non-binding mediation or if the dispute remains unresolved, the dispute shall be referred to the exclusive jurisdiction of the Courts of England pursuant to condition 12 below.

12) Law and Jurisdiction

12.1 This Licence shall be governed by and construed in accordance with English Law and the Authority and Licensee hereby submit to the exclusive jurisdiction of the English courts.

13) Agreement and Declaration

13.1 This Licence does not nor is intended to confer any legal or other tenancy estate or interest in respect of any Parks and that the Authority is not empowered to do so.

13.2 The benefit of this Licence is personal to the Licensee and is not capable of being claimed by any other person, body of persons, firm or corporation whatsoever and shall not be assignable in whole or in part by the Licensee to any such person, body or persons, firm or corporation and for the purposes hereof the parties agree that the Contract (Rights of Third Parties) Act 1999 shall not apply.

Signed by the Licensee

Name

Printed

Date

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Signed on Behalf of the London Borough of Wandsworth

Name

Printed

Designation

Date

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Terms and Conditions - Appendix 1

The Council had approved the granting of (up to) 50 ** licences for Professional Dog Walkers to walk up to 6 dogs in one of the following sites:-

** upper limit under review subject to establishing numbers of Professional Dog Walkers currently walking fewer than 4 dogs (licence currently not required)

Site	Number of Licences	Maximum number of dogs per Licence/Dog Walker
Battersea Park (Battersea Park)	34	6
Falcon Park (Falconbrook)	2-3	6
Garratt Green (Wandsworth Common)	2-3	6
Garratt Park (Wandsworth Common)	1-2	4
Heathbrook Park (Shaftesbury and Queenstown)	1-2	4
King George's Park (Southfields)	2-6	6
Petergate Green (Falconbrook)	1-2	6
Shillington Park (Falconbrook)	1-2	4
Tooting Commons (Furzedown and South Balham)	22	6
Wandsworth Common Lavender, Northcote, Wandsworth Common and Wandsworth Town)	25	6
Wandsworth Park (Thamesfield)	6	6

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New maps for Battersea Park, King George’s Park, Tooting Commons, and Wandsworth common