Terms and Conditions for individual resident permit for walking 5-6 dogs on all footpaths, the footways and carriageways of every highway (including gutters, tree bases, grass verges, grass amenity areas adjacent to highways and the Riverside Walks) and parks gardens and open spaces managed by the Council in the London Borough of Wandsworth except those cemeteries, parks, gardens and open spaces from which dogs are specifically excluded and except for land held by the Council by virtue of section 12 of the Housing Act 1985

**1) Issue of Permit**

1.1 This permit is granted by the Authority to the holder on the Commencement Date subject to the acceptance of these terms and conditions.

**2) Interpretation**

In these terms and conditions: -

"Application" means the application form submitted by the holder as varied by any amendment agreed by the holder 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, or individuals, named on the permit to walk 5-6 dogs.

"Group" means the dogs in the permit holder’s charge whilst walking dogs in public open spaces covered by the PSPO Dog Control Orders.

"Permit" means the Approved Application and these terms and conditions read together

"Permit Period" means the period running for 3 years from the date of this Permit.

"Holder" means the individual named in the Application.

"Parks" means the park or other open space owned by the council and covered by the PSPO Dog Control Orders.

"Parties" means the Authority and the Holder.

"Permitted Use" means the walking of 5-6 dogs on open grassland, including highways footpaths and verges, excluding those parks and areas within parks indicated in Appendix I, or as indicated from time to time as instructed by the Authority.

2.1 The interpretation and construction of the Permit 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 Holder 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 Holder 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 Holder must be Approved by the Authority in order to walk 5-6 dogs in public open space owned by the council.

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

3.2.1 Completed the application form in full;

3.2.2 Read, understood and agreed to the Terms and Conditions of the Permit including the Code of Conduct.

3.3 Failure to comply with 3.2 shall entitle the Authority to terminate this Permit in accordance with condition 8.

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

3.5 Following Approval of the Application the Holder may walk up to 6 dogs in the parks and open spaces owned by the council, during the hours which the park or open space is open to members of the public where such restrictions apply, or as specified in any direction issued by the Authority.

3.6 The Holder acknowledges that:

3.6.1 This Permit does not guarantee that the Parks will be open or that there will be space in the Parks for the Holder to walk his dogs.

3.6.2 This Permit does not grant the Holder priority over any other lawful user of the Parks.

**4) Duration**

4.1 Subject to condition 8, this Permit shall continue until the end of the Permit Period.

**5) Holder obligations**

5.1 The Holder shall, at all times, exercise the rights and duties under this Permit in a proper and responsible way, having regard to the safety of others, the Authority's staff and other third parties.

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

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

5.4 The Holder must not cause an annoyance or nuisance or interfere with the reasonable enjoyment of other persons using the any of the areas specified in these Terms and Conditions

5.5 The Holder must ensure that any dog under their responsibility is to be kept under control or on a lead at all times.

5.6 The Holder must adhere to and comply with the Authority's Code of Conduct at all times whilst walking his dogs.

5.7 The Holder must not walk dogs in restricted areas of the Parks as listed in Appendix I and in areas where there are further temporary restrictions that are clearly signposted.

5.8 The Holder shall comply with all applicable legislation including Public Space Protection Orders, Dog Control Orders and Byelaws. Copies are obtainable from the Authority’s website.

5.9 The Licensee shall not walk in excess of six dogs at any time.

5.10 Whenever possible the Permit Holder should walk their dogs independently of other~~s~~ dog walkers. The Permit holder may meet other Multiple Dog Walkers only in larger, very open areas. When two or more Dog Walkers meet they must remain moving and shall ensure that they have control of their dogs at all times, placing some or all of the dogs on leads if necessary/appropriate.

5.11 The Holder shall be responsible for avoiding other park users wherever possible and ensure that the public are given right of way.

5.12 While in the Parks, the Holder shall comply with any health and safety measures implemented by the Authority in respect of users of the Parks.

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

**6) Independent Operator**

6.1 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 Holder.

**7) Indemnity**

7.1 Subject to clause 7.2, the Authority is not liable for:

1. the death of, or injury to the Holder or dogs in its Group; or
2. damage to any property of the Holder, or dogs in its Group; or
3. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Holder, or owners of dogs in its Group under the rights granted by this Permit.

7.2 Nothing in clause 7.1 will limit or exclude the Authority's liability for:

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

**8) Termination of Agreement**

8.1 The Authority may revoke this Permit with immediate effect where the Holder:

8.1.1 Is in breach of its obligations under this Permit 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.

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

8.1.3 Is found to be in breach of any applicable legislation.

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

8.3 The Holder is requested to advise the Authority if the Permit is no longer required so that the Authority can update its records.

8.4 For the avoidance of doubt, following termination of this Permit by either party, the Holder shall no longer be permitted to walk a group of more than 4 dogs within the Parks and other spaces covered by the PSPO Dog Control Orders.

**9) General**

9.1 Nothing in this Permit shall render or be deemed to render the Holder an employee or agent of the Authority.

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

9.3 Nothing in this Permit 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 its Parks either on a permanent or temporary basis or to temporarily use all or part of their Parks for an event).

**10) Agreement and Declaration**

10.1 This Permit 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.

10.2 The benefit of this Permit is personal to the Holder, and to the other members of his household named in the Permit, and is not capable of being claimed by any other person whatsoever and shall not be assignable in whole or in part by the Holder to any other person.

10.3 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

Signed by the Holder

Name

Printed

Date

Signed on Behalf of the London Borough of Wandsworth

Name

Printed

Designation/ Date

**Resident Permit - Appendix 1 - Excluded dog walking areas**

The tables below gives details of the Parks and areas in Parks where dogs are not allowed .

**Parks and open spaces and other facilities where dogs are not permitted (includes the external surrounds to Leisure Centres)**

|  |
| --- |
| **Site** |
| Balham Leisure Centre, SW12 (South Balham) |
| Battersea Sports Centre, SW11 (Falconbrook) |
| Fishponds playing fields, SW17 (Tooting Bec) |
| Furzedown Recreation Centre, SW17 (Furzedown) |
| Furzedown Recreation Ground, SW17 (Furzedown) |
| Latchmere Leisure Centre, SW11 (Battersea Park) |
| Montefiore Gardens, SW8 (Shaftesbury and Queenstown) |
| Putney Leisure Centre, SW15 (West Putney) |
| Roehampton Playing Fields, SW15 (Roehampton) |
| Roehampton Sports and Fitness Centre, SW15 (Roehampton) |
| Swaby Gardens, SW18 (Wandsworth Common) |
| The Spit, SW18 (St Mary’s) |
| Tooting Leisure Centre, SW17 (Tooting Broadway) |
| Upper Tooting Park, SW17 (Trinity) |
| Wandle Recreation Centre, SW18 (Wandsworth Town) |
| Waterman’s Green, SW15 (Thamesfield) |

**Parks and open spaces where dogs are excluded from specific areas**

|  |  |
| --- | --- |
| **Site** | **Area/s within the site** |
| Battersea Park, SW11 (Battersea Park) | Children’s play areas – enclosed sports and fitness facilities – all water bodies – Promontory Garden – former bowling green – Events arena – Old English Garden – Pagoda – Thrive garden - the Zoo – residential properties |
| Bramford Gardens, SW18 (St Mary’s) | Children’s play area |
| Coronation Gardens, SW18 (Southfields) | Children’s play area |
| Falcon Park, SW11 (Falconbrook) | Enclosed sports facility |
| Fountain Recreation Ground, SW17 (Tooting Broadway) | Children’s play area |
| Fred Wells Gardens, SW11 (St Mary’s) | Children’s play area – enclosed tennis court |
| Garratt Green, SW17 (Wandsworth Common) | Children’s play area |
| Garratt Park, SW17 (Wandsworth Common) | Children’s play area |
| Harroway Gardens, SW11 (St Mary’s) | Children’s play area |
| Heathbrook Park, SW8 (Shaftesbury and Queenstown) | Children’s play area |
| King George’s Park, SW18 (Southfields) | Children’s play areas – tennis courts – the lake – former bowling green – Skate park – fenced biodiversity areas adjoining River Wandle |
| Latchmere Recreation Ground, SW11 (Battersea Park) | Children’s play areas – outdoor gym |
| Lavender Gardens, SW11 (Shaftesbury and Queenstown) | Children’s play area - planted areas |
| Leaders Gardens, SW15 (Thamesfield) | Children’s play areas – Beverley Brook – tennis courts |
| Shillington Park, SW11 (Falconbrook) | Children’s play area |
| Tooting Commons, SW17 (Furzedown and South Balham) | Children’s play areas – enclosed sports and fitness facilities – the lake – contractor’s yards/depots – ecology/amphibian pools |
| Tooting Gardens, SW17 (Tooting Broadway) | Children’s play area |
| Wandsworth Commons, SW11 & SW18 (Lavender, Northcote, Wandsworth Common and Wandsworth Town) | Children’s play areas – enclosed sports and fitness facilities – the lake – the Stock Pond – cricket field and adjacent sports field – enclosed/fenced area adjacent to Windmill children’s centre |
| Wandsworth Park, SW15 (Thamesfield) | Children’s play area |
| York Gardens, SW11 (Falconbrook) | Children’s play area |

This list is not exhaustive. There may be other areas or times when further temporary restrictions are enforced - please look out for notices and regularly check our website