

Activities on Council Managed Land
Professional Dog Walking
TERMS AND CONDITIONS

1. Issue of Permit

- 1.1. A Permit is granted by the Authority to the Applicant and/or Dog Walker(s) on the Commencement Date subject to the acceptance of these terms and conditions and payment of the Permit Fee.

2. Interpretation

- 2.1. In these terms and conditions:

“Agreement” means these terms and conditions together with the completed Application Form, further information, written clarifications and the Approval.

“Applicant” the responsible party who applies for a Dog Walking Permit(s) for themselves as an individual, or on behalf of an organisation for up to fifteen named dog walkers.

“Application” means the application form submitted by the applicant as varied by any amendment agreed by the Applicant 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 of Ealing and includes any person nominated to act as the Authority's representative.

“Authority's Property” means any property on the Authority's Parks. 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 parks.

“Condition” means a condition within these terms and conditions.

“Dog Walker” means each named individual who will be carrying out professional dog walking as specified in the Application. Dog walker(s) are engaged by the Applicant and operate under their direction.

“Group” means the dogs in the charge of the Applicant and/ or Dog Walker whilst undertaking professional dog walking in the Authority's Parks.

“Permit” means that permission has been given to carry out the proposed activities as defined on the Application, and in conjunction with these terms and conditions up to fifteen permits can be issued to named dog walkers for each application.

“Permit Fee” means the fee payable by the Applicant.

“Permit Period” means the period running from the 1st of April – 31st March inclusive in any year, or as otherwise agreed in writing between the applicant and the Authority.

“Parks” means the site, park or open spaces named in the Application.

“Parties” means the Authority and the Applicant.

“Permitted Use” means the use of open grassland, excluding those indicated as per Appendix I, within the Parks 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 Authority.

- 2.2. The interpretation and constructions of the Permit shall be subject to the following provisions:
- 2.2.1. 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;
 - 2.2.2. The headings to Conditions are for ease of reference only and shall not affect the interpretation or construction of the Conditions;
 - 2.2.3. References to conditions are references to Conditions in the section of the Terms and Conditions in which they appear, unless otherwise stated;
 - 2.2.4. Where the context allows, the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa;
 - 2.2.5. Any notice to be served on the Applicant 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;
 - 2.2.6. Any obligation on the part of the Applicant 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 Applicant and/ or any Dog Walker(s) must be approved by the Authority to carry out professional dog walking sessions in the Parks in the Permitted Use areas.
- 3.2. To be approved, the Applicant must:
 - 3.2.1. Complete the application form in full;
 - 3.2.2. Pay the Permit Fee
 - 3.2.3. Maintain Public liability insurance with a minimum cover of £5 million, unless otherwise agreed in writing by the Authority following a formal request. Insurance must be valid throughout the Permitted Period and must cover both the Applicant and any Dog Walkers
 - 3.2.4. Hold a signed and dated risk assessment and health & safety method statement.
 - 3.2.5. Acknowledge that it has read and understood the documents forming the Agreement and has had an opportunity to carry out a thorough due diligence exercise, including the opportunity to take any appropriate independent legal or financial advice prior to entering into the Agreement. Any exceptions to the terms and conditions must be agreed in writing.
- 3.3. Failure to comply with 3.2 shall entitle the authority to terminate this Permit in accordance with condition 9.
- 3.4. The Authority shall be under no obligation(s) to approve an Application but will provide a full written explanation for its decision.
- 3.5. The Authority reserves the right, when approving an application, or at any time during the Permit Period by giving reasonable written notice to the Applicant, to limit the Applicant's access to parks. 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 Applicant with a Dog Walking Permit Number(s) which the Applicant and/or Dog Walker must know or be able to always produce whilst carrying out professional dog walking.
- 3.7. Following Approval of the Application the Applicant may carry out professional dog walking sessions in the Parks during the hours which the Parks are open to the public or as specified in any direction issued by the Authority.
- 3.8. The Applicant and/ or Dog Walker(s) Issued with a permit acknowledges that:
 - 3.8.1. This Permit does not guarantee that the Parks will be open or that there will be space in the Parks for the Applicant or Dog Walker to carry out dog walking sessions.
 - 3.8.2. This Permit does not grant the Applicant or Dog Walker priority over any other lawful user of the Parks.

4. Permit Fee

- 4.1. The Permit Fee will be in line with the associated Dog Walking – Fees and Charges.
- 4.2. In accordance with the annual rate as advertised on the Authority's website, together with VAT on such fee.
- 4.3. Where the Application is approved after the 1 April the Permit Fee shall be reduced on a pro-rata basis in line with the Fees and Charges

5. Duration

- 5.1. Subject to condition 9, this Permit shall continue until the end of the Permit Period, upon expiry the Applicant may reapply for it to be approved for a further year but nothing in this Permit shall imply any obligation on the Authority to approve a further application but will provide a full written explanation for its decision.

6. Applicant Obligations

- 6.1. The Applicant and/or its Dog Walker(s) shall at all times exercise the rights and duties under this Permit in a proper and responsible way, having regard for the safety of users of the 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 Applicant and/or its Dog Walker(s) shall place all dog faeces in bins. Failure to comply with this condition can result in the issue of a Penalty Notice of Disorder if witnessed by the Authority's representative.
- 6.4. The Applicant and/or its Dog Walker(s) must not cause an annoyance or nuisance or interfere with the reasonable enjoyment of other persons using the Parks.
- 6.5. The Applicant and/or its Dog Walker(s) must ensure that any dog under their responsibility is to be always kept under control or on a lead.
- 6.6. The Applicant and/or its Dog Walker(s) 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.
- 6.7. The Applicant and/or its Dog Walker(s) shall comply with DCO's, PSPO's or Byelaws. Copies are obtainable from the Authority's website.
- 6.8. The Applicant and/or its Dog Walker(s) are permitted to wear branded clothing as part of a uniform.
- 6.9. The Applicant and/or its Dog Walker(s) must not collect monies/fees from clients whilst in the Parks.
- 6.10. The Applicant and/or its Dog Walker(s) may only distribute promotional materials to persons who request it.
- 6.11. The Applicant and/or its Dog Walker(s) must not operate in excess of six dogs per Dog Walker. In smaller spaces the Authority shall stipulate fewer dogs per Dog Walker (see Appendix I).
- 6.12. The Applicant or their Dog Walker(s) shall walk independently of each other. Contact with other multiple Dog Walkers shall be permissible, but they shall ensure that they meet in a very open area. When two or more Dog Walkers meet at any time, they must remain moving and only a maximum of six dogs are off the lead at any one time.
- 6.13. The Applicant and/or its Dog Walker(s) shall be responsible to avoiding other park users wherever possible and ensure that the public are given right of way.
- 6.14. Each party shall notify the other of any health and safety hazards which may arise in connection with the performance of this Permit as soon as they become aware of them.
- 6.15. While in the Parks, the Applicant and/or its Dog Walker(s) shall comply with any health and safety measures implemented by the Authority in respect of users of the Parks.
- 6.16. The Applicant and/or its Dog Walker(s) shall keep a record of any accidents or incidents that may occur. You must immediately notify the Events Service of any significant accidents or incidents including any that are reportable under RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013).
- 6.17. The Applicant and/or its Dog Walker(s) shall not have exclusive rights over any area of the Authority's Parks.
- 6.18. The Applicant and/ or its Dog Walker(s) shall not leave clients' dogs in the vehicles whilst conducting a dog walking session.
- 6.19. The Applicant and/ or its Dog Walkers shall ensure every dog while on a public highway or place of public resort must wear a collar with the name, phone number and address of the owner and/or dog walker inscribed, or a plate or badge attached to it.
- 6.20. The Applicant and/ or its Dog Walkers must have on file the dog owners contact number as well as the registered vet contact number.
- 6.21. The Applicant and/ or its Dog Walkers must pre-screen their dogs. Dogs without proper social skills must be always kept under control.
- 6.22. The Applicant and/ or its Dog Walkers should be considerate about where they allow dogs to urinate when entering parks where the entrance is adjacent to residential areas.

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 Applicant.

8. Indemnity

- 8.1. The Applicant shall be liable for and indemnify and keep indemnified the Council against all liabilities, damages, costs, losses, claims, demands or proceedings whatsoever, whether in tort or contract or otherwise arising from or in connection with this Agreement, or caused by a breach by the Applicant and/ or its Dog Walkers, employees and agents of the terms and conditions of this Agreement.
- 8.2. Subject to clause 8.3, the Authority is not liable for:
 - 8.2.1. the death of, or injury to the Applicant, its Dog Walker(s), or dogs in its Group visiting the Parks; or
 - 8.2.2. damage to any property of the Applicant or that of the Dog Walker(s), or dogs in its Group visiting the Parks; or
 - 8.2.3. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Applicant or its Dog Walker(s), or owners of dogs in its Group visiting the Parks under the rights granted by this Permit.
- 8.3. Nothing in clause 8.2 will limit or exclude the Authority's liability for:
 - 8.3.1. death or personal injury or damage to property caused by negligence on the part of the Authority or its employees or agents; or
 - 8.3.2. 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 Permit with immediate effect where the Applicant and/or its Dog Walker:
 - 9.1.1. 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.
 - 9.1.2. acts in a 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 the Byelaws.
- 9.2. The Authority may terminate the Permit giving not less than one month's written notice with a full written explanation of its decision.
- 9.3. Where the Authority terminates this Permit under condition 9.1 the Applicant shall not be entitled to receive any refund of the Permit Fee or any compensation for any outlay made by the Applicant in connection with this Permit.
- 9.4. Where the Authority terminates this Permit under condition 9.2, the Authority shall reimburse the Permit Fee on a pro-rata basis for the remaining durations of the Permit Period but without paying any compensation for any outlay made by the Applicant in connection with this Permit.
- 9.5. The Applicant must give not less than one month's written notice to terminate this Permit.
- 9.6. For the avoidance of doubt, following termination of this Permit by either party, the Applicant and/or its Dog Walker(s) shall no longer be permitted to run professional dog walking sessions within the Authority's Parks.

10. General

- 10.1. Nothing in this Permit shall render or be deemed to render the Applicant or any of its Dog Walkers an employee or agent of the Authority.
- 10.2. This Permit contains the entire understanding and agreement between the parties and supersedes all prior representations, documents, negotiations or understandings. The Applicant acknowledges that it has not entered into this Permit 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 Applicant 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 Permit. The Applicant understands and agrees that the Authority may be required to provide information relating to this Permit or the Applicant to a third party in order to comply with its obligation under these provisions.
- 10.4. 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 their Parks either on a permanent or temporary basis or to temporarily use all or part of their Parks for an event).

11. Disputes

- 11.1. In the event that any dispute arises between Parties in connection with this Permit, 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 Permit shall be governed by and construed in accordance with English Law and the Authority and Applicant hereby submit to the exclusive jurisdiction of the English courts.

13. Agreement and Declaration

13.1. 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.

13.2. The benefit of this Permit is personal to the Applicant 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 Applicant to any such person, body of persons, firm or corporation and for the purposes hereof the parties agree that the Contract (Rights of Third Parties) Act 1999 shall not apply.

Appendix 1 – Excluded dog walking areas.

The table below gives details of the area in specific Parks where dogs are not allowed or need to be kept on leads.

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 www.ealing.gov.uk.

Park(s)	Areas where dogs are not permitted	Areas where dogs need to be kept on leads
All Parks and Open Spaces	<ul style="list-style-type: none"> - Children's playgrounds - Inside all cafes and restaurants - Toilets - Shrub beds 	<ul style="list-style-type: none"> - Near roadways and car parks - Near bodies of water
Walpole Park	<ul style="list-style-type: none"> - Children's playground - Inside all cafes and restaurants - Toilets - Shrub beds 	<ul style="list-style-type: none"> - The Heritage Core - The Walled Garden