

Terms and conditions for individual resident permit for walking 5-6 dogs

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 Richmond upon Thames 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 of 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 Permit to carry out walking of 5 -6 dogs.

"Group" means the dogs in the Holders's charge whilst undertaking dog walking in the Park.

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

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

"Holder" means the individual named in the Application.

"Park" means the park or green space owned or managed by the council

"Parties" means the Authority and the holder

"Permitted Use" means the use of open grassland excluding those indicated as per Appendix I, within the Park or as indicated from time to time as instructed by the Authority, for the purpose of Dog Walking.

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 carry out walking of 5-6 dogs in the park.

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 9.

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 4-6 dogs in the Parks, during the hours which the Parks are open to members of the public 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 carry out dog walking sessions.

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

5) Duration

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

6) Holder obligations

6.1 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 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 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.

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

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

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

6.7 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.

6.8 The Holder shall comply all applicable legislation

6.13 The Holder must not walk in excess of six dogs at any time.

6.14 The Holder shall walk independently of others. 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 one time they must remain moving and only a maximum of eight dogs are off the lead at any one time.

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

6.17 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.

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

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 Holder.

8) Indemnity

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

- a. the death of, or injury to the Holder or dogs in its Group visiting the Parks; or
- b. damage to any property of the Holder, 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 Holder, or owners of dogs in its Group visiting the Parks under the rights granted by this Permit.

8.2 Nothing in clause 8.1 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 Permit with immediate effect where the Holder:

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 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.

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

9.5 The Holder 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 Holder shall no longer be permitted and therefore not permitted to walk more than 4 dogs in any park.

10) General

10.1 Nothing in this Permit shall render or be deemed to render the Holder 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 Holder acknowledges that it has not entered into this Permit in reliance upon any representation by the Authority or anyone acting on its behalf.

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).

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 Holder 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

Signed by the Holder

Name

Printed

Date

Signed on Behalf of the London Borough of Richmond upon Thames

Name

Printed

Designation

Date

Appendix 1 - Excluded dog walking areas

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

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

Areas where dogs are not permitted
<ul style="list-style-type: none">• Children's Playground• Enclosed sports areas