



Hampstead Heath Consultative Committee

Date: MONDAY, 19 OCTOBER 2020
Time: 5.30 pm
Venue: VIRTUAL MEETING – ACCESSIBLE REMOTELY

SUPPLEMENTARY AGENDA

14. **DRAFT CODE OF CONDUCT FOR DOG WALKERS AND LICENSING SCHEME FOR PROFESSIONAL DOG WALKERS**

Report of the Superintendent of Hampstead Heath.

For Discussion
(Pages 1 - 24)

Item received too late for circulation in conjunction with the Agenda.

John Barradell
Town Clerk and Chief Executive

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Committee(s): Hampstead Heath Consultative Committee	Date: 19/10/2020
Subject: Draft Code of Conduct for Dog Walkers and Licensing Scheme for Professional Dog Walkers	Public
Report of: Superintendent of Hampstead Heath	For Discussion
Report author: Richard Gentry	

Summary

The introduction of the City of London Corporation (Open Spaces) Act 2018 in March 2018 enables the City Corporation to operate a scheme (a “licensing scheme”) to control an activity in an open space that is carried out for commercial gain. Where an activity is specified in a licensing scheme (a “specified activity”), the City Corporation may grant a licence for the carrying on of that activity.

This report provides Members with an update regarding the introduction of a Code of Conduct for Dog Walkers and a Licensing Scheme for Professional Dog Walkers to regulate this commercial activity using the powers available through the City of London Corporation (Open Spaces) Act 2018. The Superintendent now seeks wider discussion and engagement with Members on the draft Dog Walkers Code of Conduct, Professional Dog Walker Application Form and accompanying Terms & Conditions.

Final versions of these documents will then be prepared to be considered by the Hampstead Heath, Highgate Wood and Queen’s Park Committee in November 2020.

A public consultation was completed in 2019 and Heath users and local stakeholders acknowledge the prevalence of professional dog walkers using Hampstead Heath for their commercial activity. There is concern regarding the potential increase and the impact that the activity has on users and the continued management of the open space.

Recommendations

Members are asked to:

- Provide feedback Draft Dog Walkers Code of Conduct (Appendix 1)
- Provide feedback on the Draft Professional Dog Walkers Licence Application Form (Appendix 2).
- Provide feedback on the Draft Professional Dog Walkers Licence Application, Terms and Conditions (Appendix 3).

- Provide feedback on the proposal to limit the number of dogs for a Professional Dog Walker, as set out in paragraph 16 and 17.
- Views are sought from this committee on the maximum numbers of dogs that can be walked under one person control (para. 3)
- Views are sought from this committee on the number of licences which can be issued for AM and PM sessions (para. 30)

Main Report

Background

1. In February 2019, the City of London Corporation (City Corporation) procured the services of Jon Sheaff and Associates to research and deliver proposals for a Code of Conduct for dog walkers, plus a Licensing Scheme for those offering this service commercially. Jon Sheaff and Associates carried out engagement in July and August 2019.
2. The project brief included a requirement to carry out an engagement and consultation process with private and Professional dog walkers to inform the development of a Code of Conduct and Licensing Scheme.
3. On 14 October 2019 Jon Sheaff presented an update on the outcome of the engagement work to the Hampstead Heath Consultative Committee. Following consultation, a suggested number of dogs walked under one person's control was five dogs. Further discussion with the Hampstead Heath Consultative Group has favoured a maximum of four dogs being walked by one person at any one time. Officers are proposing that four dogs be walked by one person.
4. The City of London Corporation, through engagement with local stakeholders and Heath users, propose the introduction of a licensing scheme for Professional Dog Walkers to regulate an activity which sees an estimated 30+ companies operating a commercial activity on the open space. (In 2014/15 the Hampstead Heath Constabulary carried out engagement with Professional Dog Walkers. Engaging with 30 different suppliers.) In a recent search, at least 12 suppliers were found online to promote their dog walking business on Hampstead Heath.
5. A cause of concern for visitors and the local community is the regular occurrence of dog walkers walking up to 10+ dogs. Visitors and the local community perceive that it is not possible for one person to effectively control that number of dogs, e.g. picking up after a dog, managing dogs off lead.
6. The development of a code of conduct and licensing scheme will enable the City Corporation to build awareness and promote education about caring for the Heath into all communications and activities.
7. Between 1 October 2018 and 1 October 2020, the Heath Constabulary recorded 343 dog related incidents. They have recorded 256 engagements with Professional Dog Walkers during this period. 6 cases have been brought before the courts regarding dog control over the same period.

8. Any enforcement action would be carried out by the Hampstead Heath Constabulary. The Heath Constabulary's operating procedures will be updated to reflect a proactive change in response to the commercial activity. Constables will engage, explain, encourage and enforce. The four 'E's are based on evidence that people are more likely to comply if they feel they have been treated fairly, have received an explanation, and have been given the opportunity to give their view.
9. A separate paper on 19102020 has been presented to this Committee regarding the delegation of authority to issue Fixed Penalty Notices under the City of London Corporation (Open Spaces) Act 2018.

Current Position

10. Members received a verbal update from the Superintendent of Hampstead Heath concerning the dog walker Code of Conduct and licence consultation in January 2020. In the summer of 2020, a small Working Group was set up, enabling further discussion and development of a Code of Conduct, Professional Dog Walker application form and associated Terms and Conditions. This group met on a number of occasions to discuss the documents which are in draft form at appendices 1 – 3.
11. A number of Local Authorities in London have a licence scheme in place for professional dog walkers, these include: Ealing, Hammersmith & Fulham, Hillingdon, Hounslow, Lambeth, Richmond upon Thames, Wandsworth, Lee Valley Regional Parks and The Royal Parks. Numbers of dogs allowed to be walked via the respective Local Authority licensing schemes are 4 to 6 dogs.
12. A future consideration may be the introduction of Public Space Protection Orders (PSPO). A local authority may make a public spaces protection order to deal with nuisance or anti-social behaviour in a particular area that is detrimental to the local community's quality of life.
13. The introduction of a Code of Conduct will enable Officers to monitor the compliance of the Code, specifically regarding the number of dogs being walked by non-commercial dog walkers who aren't bound by Terms and Conditions of a Licence. This will support any future decisions regarding the introduction of a PSPO.
14. The City of London Corporation (Open Spaces) Act 2018 requires the City Corporation to have in place an appeals process. A specific Panel or Committee would need to be established for this purpose.
15. Existing byelaws do not allow for the regulation of commercial dog walking.

Summary of Findings & Proposals

16. As a result of the engagement and consultation exercise, the following key themes emerged:
 - Open Spaces within the Hampstead Heath Division are for everyone.
 - The value of open spaces is recognised for their health and wellbeing outcomes for those walking dogs.
 - Dog walkers should clean up after their dogs.
 - Dogs should be kept under proper control.
 - Dog walkers should have access to bins for the disposal of waste.
 - All dog walkers should adhere to a Code of Conduct.
17. Professional Dog Walkers would be able to apply for one or more licences, enabling them to walk a maximum of four dogs during the following periods:
 - Morning 7am – 12noon
 - Afternoon 12noon – 5pm
18. Consequently, the Superintendent seeks the views of Members on introducing four as the maximum number of dogs a Professional Dog Walker should have under their control. This would be reflected in the Code of Conduct and Licensing Scheme. This approach is in line with other Local Authorities across London.
19. Applicants for a Professional Dog Walking Licence will need to demonstrate, as part of the application process, how they will meet the strategic aims of the Hampstead Heath Management Strategy 2018 – 2028 (Strategy), specifically Priority 3. Before a license is issued, the City Corporation will evaluate the application, taking into consideration their responses as to how they will meet the strategic outcomes of the Strategy.
20. Fees and charges for the Professional Dog Walker licence fee will be proposed in the annual review of fees and charges for 2021/22.
21. The City Corporation have discussed with English Heritage, Kenwood House the proposed introduction of a licensing scheme for Professional Dog Walkers. The City Corporation will continue to work with English Heritage to ensure visitors use the open space and associated English Heritage land responsibly.

Corporate & Strategic Implications

22. Hampstead Heath is a registered charity, for which the City of London Corporation is the Trustee. The purpose of the charity is the preservation of Hampstead Heath for the recreation and enjoyment of the public. The Hampstead Heath, Highgate Wood and Queen's Park Committee (HHHWQPC) manages Hampstead Heath on behalf of the City of London Corporation and must take decisions in the best interests of the charity.
23. The City Corporation may make a licensing scheme under section 10 of the City of London Corporation (Open Spaces) Act 2018, Where an activity is specified

in a licensing scheme (a “specified activity”), the City Corporation may grant a license for the carrying on of that activity.

24. The adoption of a Code of Conduct and Licensing Scheme contributes towards the achievement of the Hampstead Heath Management Strategy 2018-2028 Strategic Outcomes A: The Heath is maintained as a flourishing green space and historic landscape, B: Improved quality of life for Heath visitors, C: The Heath is inclusive and welcoming to a diverse range of visitors and D: Greater number of and diversity of People taking care of the Heath.
25. It also contributed to the three aims set out in the City of London Corporation Corporate Plan 2018-23: Contribute to a flourishing society, Support a thriving economy and Shape outstanding environments, in particular the following Corporate Plan outcomes:
 - (1) People are safe and feel safe.
 - (2) People enjoy good health and wellbeing.
 - (4) Communities are cohesive and have the facilities they need.
 - (5) Businesses are trusted and socially and environmentally responsible.
 - (12) Our spaces are secure, resilient and well maintained.
26. It also meets the three objectives and outcomes set out in the Open Spaces Department Business Plan 2019-20: (a) Open spaces and historic sites are thriving and accessible, (b) Spaces enrich people’s lives and (c) Business practices are responsible and sustainable.

Implications

27. The scheme has been developed to differentiate between professional dog walkers and private dog walkers.
28. There will be a requirement for Staff to administer and enforce the licencing scheme.
29. As well as education, the City Corporation will review their Engagement and Enforcement Strategy in advance of the implementation of a Code of Conduct and Licensing Scheme.
30. The number of licences issued for Professional Dog Walkers would be monitored and reviewed on an annual basis. Officers propose that in the first 12 months of the scheme, 20 licences for morning walks (7am – 12noon) and 20 licences for afternoon walks (12noon – 5pm) are issued for Professional Dog Walkers on Hampstead Heath.
31. There is the potential that the introduction of a Code of Conduct and Licensing Scheme could attract significant local interest. A Communications Plan will be developed to inform stakeholders.

Conclusion

32. The City of London Corporation (Open Spaces) Act 2018 allows the City Corporation to introduce a licensing scheme for commercial activities.

33. The introduction of a Dog Walkers Code of Conduct and a Licensing Scheme for Professional Dog Walkers will enable the City Corporation to better regulate commercial activities on the Heath. It will also support the proactive delivery of an engage, explain, encourage and enforce approach by the Heath Constabulary in response to dog walking on Hampstead Heath.
34. Any person aggrieved by the refusal of the Corporation to grant a licence, or by the revocation of a licence, may seek a review of the decision by a committee of the Corporation comprising three members who are magistrates. A specific Panel or Committee would need to be established for this purpose. Proposals are being developed to establish such a Committee, comprising a pool of eligible members, from which such hearing panels can be drawn. Relevant recommendations will be presented to the Policy and Resources Committee and Court of Common Council in the coming months.

Appendices

Appendix 1 - Draft Dog Walkers Code of Conduct

Appendix 2 - Draft Professional Dog Walkers Licence Application Form

Appendix 3 - Draft Professional Dog Walkers Terms and Conditions

Background Papers

Jon Sheaff Presentation – Interim Report - Code of Conduct and Licensing Scheme for dog walkers, commercial dog walkers.

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City of London Corporation – Hampstead Heath DRAFT Code of Conduct for Dog Walkers.

The Code of Conduct:

- Ensures that the use of Hampstead Heath by dog walkers does not adversely impinge on other users and other activities across the Heath.
- Protects the Heath's unique mix of wild and natural green space and historic landscape.
- Ensures that access to and use of this public open space is preserved for all visitors.

The purpose of this Code of Conduct is to provide clear guidance to both professional dog walkers, and to individuals walking and exercising dogs on Hampstead Heath. The Code of Conduct reflects and reinforces the City of London Corporation's Heath Vision, which sets out shared community aspirations for the Heath 50 years into the future, expressed in four broad themes:

- We protect and conserve the Heath
- The Heath enriches lives
- The Heath is inclusive and welcoming
- Together we care for the Heath

A licensing scheme for professional and commercial dog walkers is also in place. A copy of the Professional Dog Walking application form is available online at www.cityoflondon.gov.uk/hampsteadheath. Alternatively, a copy can be obtained in paper format by telephoning 020 7332 3322.

Code of Conduct

Dog walkers should:

- Keep their dog(s) under proper control
- Keep their dog(s) in line of sight at all times.
- Be able to recall any dog(s) they are walking.
- Ensure their dog(s) do not distress wildlife, particularly waterfowl, or damage habitats, e.g. by digging.
- Pick up their dog's faeces and take them off site or use an appropriate bin.
- Have a lead for each dog.
- Ensure each dog is wearing a collar with the contact number of its owner inscribed on it, or on a tag/plate attached to it.
- Put their dog(s) on lead when instructed to do so by City Corporation staff or in areas specified in the licence map, or where a notice indicates that this is required.
- Dog walkers should be aware that some people may find dogs intimidating or perceive that they present a physical risk and should take

immediate and appropriate action to ensure that their dog(s) does not threaten other Heath users or wildlife.

Professional Dog Walkers

- You may only make use of Hampstead Heath for Professional purposes if you are licensed to do so. Professional Dog Walkers can be identified by a lanyard. Professional dog walkers without a valid licence will be liable to a fine.
- The licence restricts Professional Dog Walkers to exercise a maximum of four dogs on Hampstead Heath at the same time.

Microchipping

- All dogs are required by law to be microchipped. The chip needs to be linked to the owner's current contact information to be compliant.

Byelaws

- Dog walkers must abide by the byelaws for Hampstead Heath. A copy of the Byelaws is available [online](http://www.cityoflondon.gov.uk/hampsteadheath) at www.cityoflondon.gov.uk/hampsteadheath.
- Alternatively, a copy can be obtained in paper format by telephoning 020 7332 3322. Dog walkers must consult the Byelaws in full. For reference, key excerpts from the Byelaws include:

Byelaw 21: No person shall cause or suffer any dog...to enter ...any open space, unless such dog be under proper control...and restrained from injuring, annoying or disturbing any person or animal

Byelaw 22: No person shall allow any dog... to enter any lake...entry on which by dogs... is prohibited by notice

Byelaw 23: No person shall...where a notice prohibiting the entrance of dogs is exhibited, cause or suffer any dog...to enter there in

Byelaw 26: No person shall...harry, ill-treat, or injure or destroy any animal, bird or fish...

Access Restrictions

The City Corporation reserves the right to restrict the use of different areas of Hampstead Heath, by notices or the online map, which is provided to professional dog walkers. All dog walkers must conform to these restrictions, please refer to Byelaw 22.

Dog walkers must not allow dogs to go into playgrounds, fenced nature conservation areas, or into ponds except at designated dog swimming sites with floating barriers.

Dogs should be kept away from areas that are undergoing renovation or conservation works.

Formal landscapes, such as Golders Hill Park, and other sensitive locations, such as sports pitches, require dogs to be on lead at all times. A map setting out the areas where dogs are excluded, or must be on a lead, is available at www.cityoflondon.gov.uk/hampsteadheath.

Unacceptable Behaviour

We expect people to treat the Heath and other visitors with respect. In the context of this Code of Conduct, please consider your actions and behaviours. Please observe the following when walking dogs on the Heath:

- Refrain from aggressive, intimidating or unreasonably noisy activities that interfere with the comfort and enjoyment of other visitors.
- Avoid congregating with other dog walkers if this means there are more than 4 dogs present in one place at any one time.
- Dog Walkers shall walk in independent groups. Walking with other multiple Dog Walkers shall not be permissible.
- Prevent dogs from intimidating or threatening wildlife, damaging plants and habitats and the historic landscape of Hampstead Heath or compromising the enjoyment of these spaces by other users.
- Avoid leaving dogs unattended in a vehicle other than for short periods of time while collecting and dropping off.
- Refrain from unacceptable behaviour which may lead to a fine, or in the case of professional dog walkers, loss of licence.

Thank you for following the Code of Conduct for Dog Walkers and helping us to protect and conserve Hampstead Heath.

- For more information on Hampstead Heath or to make a donation to the Hampstead Heath Charity please visit www.cityoflondon.gov.uk/hampsteadheath
- To apply for a Professional Dog Walking Licence please visit (Insert Link)
- To find out about Volunteering opportunities please email info@heath-hands.com

(Add Social media links)

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Hampstead Heath Professional Dog Walking Licence Application Form

To apply for an annual Professional Dog Walking licence, please fill out this form and tick to confirm that you have read and understood the following documents before you submit your application:

- Hampstead Heath Licence Terms and Conditions for Professional Dog Walking
- Hampstead Heath Code of conduct for Dog Walkers
- Fees and charges for Professional Dog Walking licences
- Hampstead Heath Management Strategy 2018-2028
- Dogs Trust Code of Conduct

All applications are subject to final approval by the City of London Corporation.

All sections must be completed, and the requested supporting documentation provided in order for the application to be considered. Please allow up to 4 weeks for the processing of applications.

Applicant's full name

Company or trading name

Email

Telephone (mobile)

Address

Postcode

Website

Is your company registered?

Yes

No

Company registration number

National Insurance number

The City of London Corporation has an obligation to inform HMRC of any person or organisation who earns income from its premises

Is your business a Charity?

- Yes
 No

Charity number

Is your company VAT registered?

- Yes
 No

VAT registration number

Number of dog walking licences applying for? A licence is not transferable between dog walkers within the same company.

Full names of dog walkers

Please include your business name in the file name of the document. When submitting your application form, please also provide:

- A signed and dated risk assessment and health & safety method statement to cover your dog walking sessions and a brief written policy on your emergency procedures (first aid, accident reporting). For more information about how to complete a risk assessment please visit www.hse.gov.uk/risk/index.htm
- Two passport sized photographs of each Professional Dog Walker.
- Evidence of Public Liability Insurance, minimum of £2 million and the number of dogs, you are covered to walk at any one time.
- Customer or character references x 2
- Details of previous experience [including the number of years you have had and experience of multiple dog walking] and relevant qualifications.
- Details of how you will transport the dogs.
- Information about any dog related convictions you have.
- Details of how you will support the outcomes of the Hampstead Heath Management Strategy 2018-2028. “weblink”

Priority 3 of the Hampstead Heath Management Strategy 2018-2028 sets out our approach to ensure a balance is maintained between visitor activities and the conservation of natural, built and heritage values.

In the boxes below, evidence how your Business will contribute to achieving licence application (criteria i to iv). Please refer to the Hampstead Heath Management Strategy 2018-2028 to inform your answers.

- i. Explain how your activity aligns with the Heath Vision and the Strategic Outcomes for Hampstead Heath.
- ii. Explain what you will do to ensure your activity protects and conserves the Heath.
- iii. Explain how your activity is sustainable (environmentally and financially) and based on a strong business case.
- iv. Explain how your event promotes the Heath values of shared stewardship and collective responsibility.

Agree to terms and conditions *

I confirm that I have read and agree to the terms and conditions and will adhere to the code of conduct when undertaking professional dog walking on Hampstead Heath for myself individually/on behalf of an organisation (please delete as appropriate).

I agree to the City of London to process my personal data for the purpose of arranging and issuing a Professional Dog Licence for the Hampstead Heath.

Please note that you are able to withdraw your consent at any time by contacting hampstead.heath@cityoflondon.gov.uk.

For further information about how the City Corporation processes your personal data please see our privacy notice as held at www.cityoflondon.gov.uk, or contact the Information Officer at information.officer@cityoflondon.gov.uk.

Sign:

Date:

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City of London Corporation (“the Authority”)

Terms and conditions for professional dog walking registration and use of Hampstead Heath.

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 on the Application and payment of the Licence Fee.

The Authority may:

- 1.2. charge an applicant for a licence such fee as is determined by the Authority to be sufficient to cover the reasonable administrative costs incurred in connection with such applications; and
- 1.3. charge such fee for a licence as the Authority considers is an appropriate contribution towards the costs incurred by the Authority in connection with Hampstead Heath

2. Interpretation

- 2.1. 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 City of London Corporation and includes any person nominated to act as the Authority's Representative such as a Hampstead Heath Constable.

"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, 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.

"Code of Conduct" means the City of London Corporation Hampstead Heath Code of Conduct for Dog Walkers

"Commencement Date" means the date when the Application is Approved by the Authority in accordance with Clause 3.2.

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

"Dog Walker" means each individual employed or paid by the Licensee to carry out professional dog walking as specified in the Application.

"Group" means the dogs in the Licensee's or their Dog Walker's charge whilst undertaking professional dog walking on Hampstead Heath

"Licence" means the Approved Application and these Terms and Conditions read together.

"Licence Period" means the period running from the 6 April to the 5 April inclusive in any year.

"Licensee" means the individual Dog Walker or company named in the Application.

"Notice" means either a physical notice or a notice referring to an area as specified on the Authority's Hampstead Heath website.

"Parties" means the Authority and the Licensee.

"Permitted Use" means the use of open grassland excluding those indicated as per Appendix 1, within Hampstead Heath 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.

"Professional" means a person carrying out a dog walking business/activity for commercial gain

2.2 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 and any Dog Walkers must be Approved by the Authority in order to carry out professional dog walking sessions on Hampstead Heath in the Permitted Use areas.
- 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:
- current public liability insurance a minimum of £2 million, but a preferred £5m, for a minimum of 1 month validity at the point of application but to be insured through the Licence Period. It is the Licensee's responsibility to ensure that they have valid insurance at all times and that this covers any Dog Walker.
 - current risk assessment and health & safety method statement to be submitted signed and dated;
 - read the terms and conditions of the licence including the Hampstead Heath Code of Conduct.
- 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 and shall grant licences in its absolute discretion.
- 3.5. The Authority must refuse to grant a licence if, in the opinion of the Authority:
- 3.5.1. the applicant is not a fit and proper person to hold a licence; or
- 3.5.2. activity carried on under the licence would (whether individually or taken with activity under licences already granted) cause annoyance to persons making recreational use of the open space, restriction of access for such use by them or other material injury to the amenity of the open space.
- 3.6. The Authority may vary or revoke a licensing scheme in accordance with the City of London Corporation (Open Spaces) Act 2018.
- 3.7. Any person aggrieved by the refusal of the Authority to grant a licence, or by the revocation of a licence, may:
- 3.7.1. within 14 days of having been notified by the Authority of its decision, seek a review of the decision by *[TBC pending confirmation of the committee details]* and
- 3.7.2. if aggrieved by the decision of the committee, appeal within 14 days of having been notified by the Authority of that decision, to the magistrates' court, and on any such appeal the court may confirm, reverse or vary the decision of the Authority and may award costs.

- 3.8. 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 Open Space. In the event of Force Majeure access to the Open Space 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.
- 3.9. Upon Approval of the Application the Authority will provide the Licensee with photo identification which the Licensee and or Dog Walker must wear at all times whilst carrying out professional dog walking sessions on Hampstead Heath. It is the Licensee's responsibility to ensure that its Dog Walkers carry and wear the photo identification issued at all times whilst carrying out dog walking sessions. The Authority will charge a replacement fee of £20 (Inc VAT) for each subsequent replacement of the photo identification. At the end of the Licence the Licensee must return all identification permits to the Authority.
- 3.10. Following Approval of the Application the Licensee may carry out professional dog walking on Hampstead Heath only during the morning (7am– 12pm) or afternoon session (12pm-5pm), as Approved by the Authority.
- 3.11. The Licensee acknowledges that:
- 3.11.1. This Licence does not guarantee that Hampstead Heath will be open or that there will be space on Hampstead Heath for the Licensee or Dog Walker to carry out dog walking sessions.
- 3.11.2. This Licence does not grant the Licensee or their Dog Walker priority over any other lawful user of the Open Space.

4. Licence Fee

- 4.1. The Licence fee payable by the Licensee shall be:
- 4.1.1. In accordance with the annual rate as advertised on the Authority's website, together with VAT on such fee.
- 4.2. Where the Application is approved after the 6 April in each year the Licence fee shall be reduced on a pro-rata basis. The Licensee should contact the Authority concerned to determine the amount of licence fee payable.

5. Duration

- 5.1. Subject to condition 9, this Licence shall continue until the end of the Licence Period. Upon expiry the Licensee may reapply for it to be approved for a further year but nothing in this Licence shall imply any obligation on the Authority to approve a further application and the Authority shall do so solely at its discretion.

5.2. The Authority will issue renewal reminders one month before the current licence expires.

6. Licensee obligations

6.1. The Licensee and/or its Dog Walker(s) 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 Hampstead Heath the Authority's staff and other third parties.

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

6.3. The Licensee and/or its Dog Walker(s) shall place all dog faeces in bins. Failure to comply with this condition 6.3. may result in the Authority issuing a Fixed Penalty Notice.

6.4. The Licensee and/or its Dog Walker(s) must not cause an annoyance or nuisance or interfere with the reasonable enjoyment of other persons using the Open Space.

6.5. The Licensee and/or its Dog Walker(s) must ensure that any dog under their responsibility is to be kept under control or on a lead at all times.

6.6. The Licensee and/or its Dog Walker(s) must adhere to and comply with the Authority's Code of Conduct at all times whilst conducting dog walking sessions within Hampstead Heath.

6.7. The Licensee and/or its Dog Walker(s) must not walk dogs in restricted areas of Hampstead Heath as listed in Appendix 1 and in areas where there are further temporary restrictions that are clearly signposted.

6.8. The Licensee and/or its Dog Walker(s) shall comply with the Hampstead Heath Byelaws as from time to time amended. Failure to comply with these byelaws may result in the Authority issuing a Fixed Penalty Notice. Copies of the Hampstead Heath Byelaws are obtainable from the Authority's website.

6.9. The Licensee and/or its Dog Walker(s) are permitted to wear branded clothing as part of a uniform.

6.10. The Licensee and/or its Dog Walker(s) must not collect monies/fees from clients whilst on Hampstead Heath.

6.11. The Licensee and/or its Dog Walker(s) may only distribute promotional materials to persons who request it.

6.12. The Licensee and/or its Dog Walker(s) must not walk in excess of four dogs per Dog Walker.

- 6.13. The Licensee or their Dog Walkers shall walk in independent groups. Walking with other multiple Dog Walkers shall not be permissible.
- 6.14. The Licensee and/or its Dog Walker(s) shall be responsible for avoiding other Hampstead Heath visitors wherever possible and ensure that the public are given right of way.
- 6.15. 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.
- 6.16. The Licensee shall comply with any health and safety measures implemented by the Authority in respect of users of Hampstead Heath.
- 6.17. 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 or incidents involving third parties, or injury to wildlife and if requested by the Authority shall provide a copy of the incident investigation report, if appropriate.
- 6.18. The Licensee shall not have exclusive rights over any area of the Authority's Premises.
- 6.19. The Licensee and or its Dog Walker(s) shall not leave dogs in their vehicles whilst conducting a dog walking session, whether the vehicles are parked on the Authority's land or other land.

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, its Dog Walkers, or dogs in its Group visiting the Open Space; or
- b. damage to any property of the Licensee or that of the Dog Walkers, or dogs in its Group visiting the Open Space; or
- c. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or its Dog Walker(s), or owners of dogs in its Group visiting the Open Space 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 a licence if 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.

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 the Byelaws.

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 give not less than one month's written notice to terminate this Licence.

9.6. For the avoidance of doubt, following termination of this Licence by either party, the Licensee and/or its Dog Walker shall no longer be licensed and therefore not permitted to run professional dog walking sessions within the Authority's Open Space and the Licensee must return all identification permits to the Authority.

10. General

10.1. Nothing in this Licence shall render or be deemed to render the Licensee or any of its Dog Walkers 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 their Open Space either on a permanent or temporary basis or to temporarily use all or part of their Open Space for an event).

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 Open Space that the Authority is not empowered to grant.

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.

Appendix 1 - Excluded dog walking areas (**example**)

The table below gives details of the area in specific Open Space 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

Example	Areas where dogs are not permitted	Areas where dogs need to be kept on leads
Area A	<ul style="list-style-type: none"> • Children's Playgrounds • Inside all cafes and restaurants • Public Toilets 	
Area B	<ul style="list-style-type: none"> • The Pergola and Hill Garden 	Golders Hill Park
Area C	<ul style="list-style-type: none"> • Springetts Wood 	
Area D	<ul style="list-style-type: none"> • Bowling Green • Tennis Courts • Sports Pitches 	Adjacent to Sports Pitches
Area E	<ul style="list-style-type: none"> • Men's Bathing Pond • Kenwood Ladies Bathing Pond • Mixed Bathing Pond • Children's Paddling Pool 	By notice

Hampstead Heath Areas with restrictions for multiple walkers

The following spaces permit licenced Professional Dog Walkers with up to four dogs

List Open Space to which this relates

Hampstead Heath