

# 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

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