

## PROPOSED LICENSING SCHEME FOR PROFESSIONAL DOG WALKING IN PARKS AND OPEN SPACES

<b>Cabinet Member(s)</b>	Councillor Jonathan Bianco Councillor Douglas Mills
<b>Cabinet Portfolio(s)</b>	Finance, Property and Business Services Community, Commerce and Regeneration
<b>Officer Contact(s)</b>	Paul Richards, Residents Services
<b>Papers with report</b>	<ol style="list-style-type: none"><li>1. Draft Code of conduct for professional dog walking licence holders</li><li>2. Draft Terms &amp; Conditions for professional dog walking registration and use of parks.</li></ol>

## HEADLINES

<b>Summary</b>	This report asks Cabinet to consider progressing a proposal to introduce a new licensing scheme for professional dog walkers using Hillingdon's parks and open spaces on behalf of their clients. This would limit the number of dogs under one person's control. This proposal would be subject to the necessary statutory process and consultation required on any changes to Public Space Protection Orders.
<b>Putting our Residents First</b>	This report supports the following Council objectives: <i>Our People; Our Natural Environment; Strong financial management.</i>
<b>Financial Cost</b>	There is no material expenditure or income arising from the proposal to introduce a licence system for professional dog walkers.
<b>Relevant Policy Overview Committee</b>	Residents', Education and Environmental Services
<b>Relevant Ward(s)</b>	All

## RECOMMENDATIONS

### That Cabinet:

- 1. Note the proposal to introduce a licensing scheme for professional dog walkers using Hillingdon's parks and open spaces on behalf of their clients, including the draft terms and conditions and code of conduct as set out in the report. Furthermore, Cabinet note the intention to reduce the maximum number of dogs under one persons control from six to four and that commercial dog walkers be licensed to a maximum number of six dogs under one persons control.**
- 2. Authorise the Deputy Chief Executive and Corporate Director of Residents Services, in consultation with the Leader of the Council and Cabinet Members for Commerce, Community and Regeneration and Finance, Property and Business Services, to undertake the necessary statutory consultation required before changes can lawfully be made to existing Public Space Protection Orders and to then decide whether to give effect to the proposed changes, having conscientious regard to the consultation responses and also determining whether the statutory test required to make these changes is fully satisfied.**
- 3. Subject to the outcome of the statutory process above, delegate authority to the Leader of the Council and Cabinet Members for Commerce, Community and Regeneration and Finance, Property and Business Services, in consultation with the Deputy Chief Executive and Corporate Director of Residents Services, to approve the licensing scheme and make all necessary decisions to give effect to this proposal, including setting the associated fees and charges.**

### Reasons for recommendation

To consider progressing a proposal to introduce a new licensing scheme for professional dog walkers. This will ensure parks and wildlife are protected, access to and use of public open space is maintained for all visitors and professional dog walkers comply with current health and safety and best practice for the safety and enjoyment of their dogs. Such schemes have been introduced in nearby local authorities, along with the Royal Parks. The proposals outlined in this report would be subject to the statutory consultation and process relating to Public Space Protection Orders (PSPOs) and subject to the outcome of this, delegated authority to Cabinet Members is recommended to give effect to the proposals and formally approve any licensing scheme.

### Alternative options considered / risk management

The existing controls could be left in place and not replaced by both a licensing scheme and the amended Public Spaces Protection Orders. This is not recommended as the number of professional dog walkers has increased, as have the number of dogs under their control. Robust controls are required to manage these operators to ensure the welfare of the dogs and to help protect our environment.

## Democratic compliance / previous authority

Cabinet on 23 October 2014 approved the replacement of the Bylaws for Parks and Pleasure Grounds within the London Borough of Hillingdon with the Anti-social Behaviour, Crime and Policing Act 2014 Public Spaces Protection Order to be enforced using the Residents Services Enforcement Policy December 2013. This introduced the maximum of six dog's permitted under one persons control. At this meeting, Cabinet also provided the necessary delegated authority to the Deputy Chief Executive and Corporate Director of Residents Services to undertake the statutory consultation and process relating to PSPOs and then make any necessary Orders.

## Policy Overview Committee comments

None at this stage.

## SUPPORTING INFORMATION

1. This proposal to Cabinet aims to reduce the impact on parks and park users from the increase in people walking multiple dogs, which has become common place in recent months - problems that mainly stem from the lack of ability to control several dogs at once or from very large groups of dogs where two or more dog walkers walk together.
2. Since the Royal Parks and five London Boroughs have introduced both a four dog limit and a licence scheme for professional dog walkers, including the London Borough of Ealing, Officers have seen an increase of this commercial activity within Hillingdon's parks. It would seem that many of these commercial operators have migrated to Hillingdon's parks from our neighbouring boroughs to avoid licensing.
3. In proposing to licence these operators we can also check that the welfare of the dog is of paramount importance and the vehicles used are suitable for the safe transit to and from parks. This will ensure that professional dog walkers are complying with current health and safety and best industry practice for the safety and enjoyment of their dogs and staff all professional dog walkers are fully insured and hold liability for participant's safety.
4. Professional Dog Walkers would be expected to provide the following:
  - Evidence of valid Public Liability Insurance for minimum £2 million and the number of dogs, they are covered to walk at any one time, if applicable;
  - Animal welfare statement;
  - Operational method statement;
  - A signed and dated risk assessment and a written policy on their emergency procedures (First Aid, Accident Reporting) ;
  - A registered trade reference, e.g. Kennel Club, or a reference from a qualified vet;
  - Details about their experience of multiple dog walking, including the number of year's experience they have, any training they have completed and any related qualifications they hold.

5. A suggested fee would be charged comparable to those charged by neighbouring boroughs such as Ealing (£175) but consideration should also be given to include a non resident rate of £250. The Council could also charge a replacement fee of £20 (Inc VAT) for each subsequent replacement of the photo identification.

Borough/Park	Resident	Non Resident
Richmond Park	£300	£300
LB Richmond	£110	£110
Ealing	£175	£175
Lee Valley	£50	£50
Wandsworth	£0 limited to 50 permits	£0 limited to 50 permits
Lambeth	£300 for up to six dogs	£300 for up to six dogs
<b>LB Hillingdon</b>	<b>£175</b>	<b>£250</b>

6. It is proposed that an online application form will be designed to ensure any applicant conforms to the stated requirements. Once agreed, a license will be issued together with a photo identity which is required to be worn at all times. This new initiative will be promoted in Hillingdon People and in all park notice boards.
7. The Anti-Social Behaviour Crime and Policing Act 2014 Public Spaces Protection Orders are intended to deal with a particular nuisance or problem in particular areas that are detrimental to the local communities' quality of life, by imposing conditions on the use of the area which apply to everyone. They are designed to ensure the law-abiding majority can use and enjoy public spaces, safe from anti-social behaviour.
8. It is then an offence for a person, without reasonable excuse, to do anything that the person is prohibited from doing by a Public Spaces Protection Order such as having more than four dogs under one person control or not a licensed operator. The enforcing officer could decide that a fixed penalty notice (FPN) of a maximum of £100 would be the most appropriate sanction. The FPN can be issued by an authorised Council officer in accordance with the Residents Services Enforcement Policy, or a police officer.

## Financial Implications

The introduction of a commercial dog walking licensing scheme will safeguard access to and use of public open space in the Borough for all visitors and wildlife.

A fee of £175 for Residents and £250 for non-residents is proposed. There are no material costs associated with issuing the photo card and license.

Licence applications, including payment, are expected to be completed online, with the applicant providing the required documentation for checking. This will be managed by the business support team at no extra cost.

Likewise, the Council's Environment Enforcement Team will enforce the scheme at no extra costs. Where an offence occurs, a fixed penalty notice of a maximum of £100 is proposed.

This scheme is not expected to generate significant levels of income and will not contribute towards Green Spaces MTF savings targets.

## RESIDENT BENEFIT & CONSULTATION

### **The benefit or impact upon Hillingdon residents, service users and communities?**

To improve the quality of life for residents and those using and living near our parks and open spaces. To know that commercial dog walkers are licensed to ensure the safety and welfare for the dogs in their care and to other park users.

### **Consultation carried out or required**

Although no consultation has taken place to date, the Council is required to consult with certain individuals and bodies before it can amend a PSPO and implement this proposal.

## CORPORATE CONSIDERATIONS

### **Corporate Finance**

Corporate Finance has reviewed the report and concurs with the financial implications set out above noting that any expenditure to implement the scheme will be contained within current approved revenue budgets. No significant income is expected from the implementation of the licensing scheme.

### **Legal**

There are two proposals in the report which relate to controls which the Council is seeking to introduce for the purpose of limiting the number of dogs under the control of commercial dog walkers.

The first is to introduce a licensing scheme for professional dog walkers using Hillingdon's parks and open spaces. The second is to amend existing Public Space Protection Orders [PSPOs] as a further means of exercising control.

The two proposals are related in the sense that the enforcement powers at the disposal of the Council are contained in the legislation governing PSPOs whilst the purpose of the licence is to act as a means of regulation. It is therefore important that the two regimes complement each other and therefore they should be introduced at the same time. To illustrate this point, the

Code of Conduct for Professional Dog Walking Licence Holders specifies that, 'The Licensee shall abide by Public Space Protection Orders'.

The relevant legislation relating to PSPOs is the Anti-social Behaviour, Crime and Policing Act 2014 and Regulations made pursuant to it. These statutory provisions stipulate that before introducing, extending, varying or discharging a PSPO, there are certain requirements which the Council has to observe regarding consultation, publicity and notification.

Local authorities are required to consult with the local chief officer of police, the police and crime commissioner, owners or occupiers of land within the affected area where reasonably practicable, and appropriate community representatives.

There are no strict rules governing the length of the consultation period but 4-6 weeks would appear to be a reasonable period. There are a set of well-established common law rules which set out the requirements of a lawful public consultation which are known as the Gunning principles. They were endorsed by the Supreme Court in the Moseley case.

The principles can be summarised as follows:

- Consultation should occur when proposals are at a formative stage;
- Consultations should give sufficient reasons for any proposal to permit intelligent consideration;
- Consultations should allow adequate time for consideration and response;
- The product of consultation should conscientiously be taken into account by the decision maker.

There are a very significant number of judicial review cases which involve successful challenges to the lawfulness of a consultation undertaken by a public authority so it is imperative that the Gunning principles are closely followed in this case".

## BACKGROUND PAPERS

NIL

# DRAFT

## Code of conduct for Professional Dog Walking licence holders

The purpose of the code of conduct is:

1. Ensure considerate use between those undertaking licensed professional multiple dog walking activities in the park and other park users.
2. To protect the parks and their wildlife.
3. To ensure access to and use of public open space is preserved for all visitors.
4. To work alongside a licence agreement to ensure that operators are complying with current health and safety regulation and best industry practice for the safety and enjoyment of all.

### The Code

The licensee shall not have exclusive rights over any area of the Authority's Premises and due consideration is given to members of the general public visiting the Authority's Premises.

Licensee's shall leave the Authority's Premises in a clean and tidy condition and be liable for any loss of or damage to any Authority's Property through their direct improper use.

The Licensee shall abide by Public Space Protection Orders.

The Licensee must wear a Licensed Operator photo identity in a way that is clearly visible to the public and Park Management representatives at all times while in the park.

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 on it or a plate or badge attached to it.

Ensure you have a lead for each of your dogs.

Pre-screen your dogs. Dogs without proper social skills must be kept under control at all times.

Dog waste left in the park is unpleasant for other park users, unhygienic and causes serious ecological damage to plant and animal communities. It is an offence under the PSPO to fail to clean up after your dog. Dog waste should be placed in a tightly sealed bag and taken home or deposited in the bins marked for dog waste or in the general waste bins. Anyone failing to clean up after their dog may be issued with a fine by the Police or face prosecution. Be prepared and bring more dog bags than you need.

Please be considerate about where you allow your dogs to urinate, when entering parks, where the entrance is adjacent to residential areas. Urine leaves bad smells in warm weather.

## Park 'No Go' Zones

You are not permitted to use:

- Areas within the park where Group dog walking activities have a negative impact on other park users, residents and Licensees;
- Areas clearly marked any formal garden areas and other park sensitive locations such as; conservation areas, etc.
- Areas closed for renovation or upgrading.

A list of areas of the park unsuitable locations for professional dog walking is available under the terms and conditions. There may be other areas that have restrictions and the Authority may issue seasonal instructions from time to time - please look out for notices and regularly check our website.

## Park 'No Go' Activities

The following activities are not to be conducted by Licensees:

- Aggressive, intimidating or unruly activities that interfere with the comfort of other visitors.
- Corporal punishment towards dogs
- Dogs threatening or interfering with wildlife or the enjoyment of other park users.  
Permitting your dog to chase, injure or kill any form of wildlife is an offence under the Byelaws. You may face prosecution (Covered in the Dangerous Dogs Act 1991).

As a licence holder you agree to abide by these guidelines at all times. Non compliance to the above Code of Conduct, Section I of the Dangerous Dogs Act 1991 and the PSPO means you are at risk of losing your licence.

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[1] <http://www.legislation.gov.uk/ukpga/1991/65/contents>

[2] <https://www.gov.uk/government/publications/dealing-with-irresponsible-dog-ownership-practitioners-manual>

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## Terms and conditions for professional dog walking registration and use of parks

### 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 and payment of the Licence Fee.

### 2) Interpretation

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 London Borough of Hillingdon and includes any person nominated to act as the Authority's Representative such as the Green Spaces Service Manager.

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

"Group" means the dogs in the Licensee's or their Dog Walker's charge whilst undertaking professional dog walking in the Authority's Parks

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

"Licence Period" means the period running from the 1st April – 31st March inclusive in any year

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

"Parks" means the parks or green spaces named in the Application

"Parties" means the Authority and the Licensee

"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 licensee.

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 in the Parks 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 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 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 Licence Period by giving reasonable written notice to the Licensee, to limit the Licensee'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 Licensee with photo identification which the Licensee and or Dog Walker must wear at all times whilst carrying out professional dog walking sessions in the Parks. 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.

3.7 Following Approval of the Application the Licensee may carry out professional dog walking sessions 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.

3.8 The Licensee acknowledges that:

3.8.1 This Licence does not guarantee that the Parks will be open or that there will be space in the Parks for the Licensee or Dog Walker to carry out dog walking sessions.

3.8.2 This Licence does not grant the Licensee or their Dog Walker priority over any other lawful user of the Parks.

#### **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 1st April 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 but will provide a full written explanation for its decision.

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 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 Licensee 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 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 Parks.

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 the Parks.

6.7 The Licensee 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.

6.8 The Licensee and/or its Dog Walker(s) shall comply with PSPO's. Copies are obtainable from the Authority's website;

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

6.11 The Licensee and/or its Dog Walker(s) must not collect monies/fees from clients whilst in the Parks.

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

6.13 The Licensee and/or its Dog Walker(s) must not operate in excess of four dogs per Dog Walker. In smaller spaces the Authority shall stipulate fewer dogs per Dog Walker. (See Appendix 1).

6.14 The Licensee or their Dog Walkers shall walk independently of each other. Contact with other multiple Dog Walkers shall not be permissible.

6.15 The Licensee and/or its Dog Walker(s) shall be responsible for avoiding other park users wherever possible and ensure that the public are given right of way.

6.16 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.

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

6.18 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 and if requested by the Authority shall provide a copy of the incident investigation report if appropriate.

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

6.20 The Licensee and or its Dog Walker(s) shall not leave clients dogs in their vehicles whilst conducting a dog walking session.

## **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:

1. the death of, or injury to the Licensee, its Dog Walkers, or dogs in its Group visiting the Parks; or
2. damage to any property of the Licensee or that of the Dog Walkers, or dogs in its Group visiting the Parks; or
3. 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 Parks under the rights granted by this Licence.

8.3 Nothing in clause 8.2 will limit or exclude the Authority's liability for:

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

## **9) Termination of Agreement**

9.1 The Authority may revoke this Licence with immediate effect where the Licensee and/or its Dog Walker:

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 Public Space Protection Order (PSPO).

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 Parks 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 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 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 Parks and that the Authority is not empowered to do so.

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

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

### Parks/open spaces with restrictions for multiple walkers

The following spaces permit licensed Dog Walkers with up to six dogs

	<b>Areas where dogs are not permitted</b>	<b>Areas where dogs need to be kept on leads</b>
General	<ul style="list-style-type: none"> <li>● Children's Playgrounds</li> <li>● Tennis Courts</li> <li>● Inside all cafes and restaurants</li> <li>● Toilets</li> </ul>	<ul style="list-style-type: none"> <li>● Near roadways and car parks</li> </ul>
Ruislip Lido	<ul style="list-style-type: none"> <li>● The Beach</li> </ul>	
Eastcote House and Gardens		<ul style="list-style-type: none"> <li>● The Formal Garden</li> </ul>