

Licensing Arrangements

for

Commercial dog walking

on NML land at

Netherne on the Hill

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Introduction

From October 2015, professional/commercial dog walkers who operate their business at Netherne-on-the-Hill (NOTH) on Netherne Management Limited's (NML) land must hold an NML Professional/Commercial Dog Walking Licence. This licence enables professional/commercial dog walkers to operate on the private land at Netherne-on-the-Hill. The licence only allows professional/commercial dog walkers to walk Netherne residents' dogs. No dogs other than residents' dogs may be walked by a professional/commercial dog walker on NML land.

Why license professional/commercial dog walkers?

The Professional/Commercial Dog Walking Licence:

- Helps to maintain people's enjoyment of NML land, through the effective management of professional/commercial dog walking.
- Ensures that professional/commercial dog walkers have the appropriate insurance required to operate on/within NML land. This will protect dog owners, other NML land users and the professional/commercial dog walkers themselves in the event of a negative incident.

This licensing scheme will enable NML to regulate the numbers of professional/commercial dog walkers who operate on NML land to ensure appropriate levels of use. NML does not expect to issue more than six Professional/Commercial Dog Walking Licences in any year. There are requirements for dogs to be kept under control or on leads at all times, and limits on the number of dogs that may be walked at any one time. Any fees collected will be used to cover the cost of the licensing scheme, and as a contribution towards the maintenance of NML land.

Requirements for professional/commercial dog walkers on NML land at Netherne on the Hill.

The code of conduct and terms and conditions set out in this document outline the requirements professional/commercial dog walkers must abide by when operating on NML land.

The code of conduct sets out a standard of professionalism and behaviour expected to be observed by professional/commercial dog walkers.

The terms and conditions and code of conduct outline:

- Where dog walkers can walk dogs on NML land - some areas of NML land prohibit dogs, e.g. children's play areas.
- How many dogs a professional/commercial dog walker can walk – in order to be able to properly control the dogs in their charge no more than four dogs should be walked at one time on NML land - this minimises impact on NML land and other NML land users.
- The level of insurance cover they need.

This is an important document, and all Professional/Commercial dog walkers wishing to use NML land are expected to read it carefully, including the Code of Conduct and Terms and Conditions. We also expect Professional/Commercial dog walkers to have read and understood the Dangerous Dogs Act 1991 (as amended).

Applying for a licence / identification

If you wish to operate a dog walking business on NML land, you must apply for a NML Professional/Commercial Dog Walking Licence. The Application Form can be found on pages 9 to 10 of this document. Applications will be processed as quickly as possible but this may take a week or two. If you are a new applicant, you may be asked to attend a meeting as part of the application process. You cannot operate your business on NML land until approval has been given, although during the initial application process in 2015 existing businesses may continue (provided you adhere to the code of conduct and terms and conditions set out in this document) whilst your application is considered.

If an application is approved, one Professional/Commercial Dog Walking Licence will be granted to the Professional/Commercial Dog Walker. If your application is rejected, or if you do not apply for a Licence, you cannot operate your business on NML land.

Licences are not transferable - for example, if a Professional/Commercial Dog Walker obtains a licence, it is not transferable to another Professional/Commercial Dog Walker.

Licensed Professional/Commercial Dog Walkers will have a coloured armband which they need to wear. The armband clearly states 'NML Licensed Dog Walker', and each armband will have a unique number. The purpose of the armband is to enable licensed Professional/Commercial Dog Walkers to be identified. The colour of the armband will change by the year. The armbands are not transferable to another Professional/Commercial Dog Walker.

The licence fees (if any) are applicable for a year, starting on 1 January and expiring on 31 December. Details of the licence fee are set out in the next section.

If you wish to apply for a Professional/Commercial Dog Walking Licence, you should:

1. Read the terms and conditions and code of conduct for professional dog walkers.
2. Fill out the attached application form and attach the following documents:
 - Evidence of Public Liability Insurance £2 million.
 - A vet reference confirming registration at the practice.
 - Copies of your first aid procedure and accident reporting procedure.
 - Photograph (Passport Size).
3. Allow one to two weeks for processing and, if approved, pay any licence fees.

Please note that if you rent your property in Netherne from either a private landlord or a housing association, then a different application process will need to be followed as NML will also require the written permission of your landlord confirming that they have agreed to allow you to conduct a professional/commercial dog walking business from their property.

If your application is approved, you will be issued with a "NML Licensed Dog Walker" armband and will be registered on the licence database. A list of all licensed Professional/Commercial dog walkers who are authorized to conduct their business on NML land will be maintained on NML's website www.nman.co.uk

If an armband is lost or stolen, the Professional/Commercial dog walker will need to report this to the Facilities Supervisor at the Estate Office in the Netherne Leisure Centre. The lost/stolen armband will be invalidated. Replacement armbands can be applied for through NML and an administration fee of £20 will be charged. The new armband will have a new unique number, and the licence database updated.

Annual fee for the Professional/Commercial Dog Walking Licence

Some costs will arise for the administration of Professional/Commercial Dog Walking Licences. For example, there will be an annual cost for providing armbands to licensed operators, and the provision of dog poo bins.

NML's general policy is to levy a charge on any person or business that uses NML facilities (such as the village hall, leisure centre and estate) for commercial use. Such persons or businesses profit from the use of those facilities, and it is therefore considered reasonable that they should pay for the use.

However, NML has agreed not to levy a fee for Professional/Commercial Dog Walking Licences during the first year of operation, but to reserve the right to levy a *nominal* annual fee in future years. The level of the nominal annual fee in future years has yet to be decided, but it is not expected to exceed £240 per annum. The decision not to levy a charge initially is in recognition of the service being offered exclusively to NOTH residents.

The following table outlines the annual fee for a Professional/Commercial Dog Walking Licence.

2015	NIL
2016	NIL
2017 and beyond	TO BE DECIDED

The level of the annual licence fee will be advertised on the NML website www.nman.co.uk

The Licence period shall run from 1 January - 31 December inclusive in any year.

Licences granted after the beginning of the year will be charged on a monthly pro rata basis.

As noted above, an administration charge of £20 will be charged to replace any lost/stolen armbands.

Code of conduct for Professional/Commercial Dog Walking licence holders

The purpose of the code of conduct is:

- Ensure considerate use between those undertaking licensed professional/commercial dog walking activities on NML land and other NML land users.
- To protect NML land.
- To ensure access to, use and enjoyment of NML land is preserved for all residents at Netherne on the Hill.
- To ensure that operators are complying with the rules for the safety and enjoyment of all.

As a licence holder you agree to abide by the Code of Conduct and terms and conditions set out in this document at all times. Any non compliance will mean you are at risk of losing your licence and being disallowed to use NML land with immediate effect.

Any unlicensed professional/commercial dog walker who walks dogs on NML land may be subject to an injunction and referred to Surrey Police.

All residents of NOTH should note that using unlicensed professional/commercial dog walkers to walk their dogs on NML land is in contravention of NML rules and regulations.

The Code

- The Licensee shall not have exclusive rights over any area of NML land and shall ensure that right of way is given to NML residents.
- The Licensee shall leave NML land in a clean and tidy condition and be liable for any loss of or damage to any of NML's land/property through their direct improper use.
- The Licensee shall not display, produce or distribute any sign or advertisement. The restriction of advertising applies to all boards, hoardings, flags, posters, etc. displaying any organisation or company or brand name of any goods, including those of the Licensee. This only applies to NML land.
- The Licensee must ensure that no particular area of NML land is overused to the extent that it causes unreasonable wear and tear to the fabric of the land e.g. waterlogged, obviously worn and muddy areas. Areas may be restricted from time to time to enable over worn land to recover.
- The Licensee must wear a Licensed Operator identification armband in a way that is clearly visible to the NML residents and NML representatives at all times while on NML land.
- The Licensee must ensure all dogs in their group wear a collar with identification, the Licensee's contact details and the dog owner's contact details and (from April 2016) to be microchipped and to hold proof that the dog has been chipped.
- The Licensee must ensure they have a lead for each of their dogs.
- The Licensee must pre-screen their dogs and only bring those with proper social skills; any dogs that exhibit aggressive behaviour must NOT be brought onto NML land.
- The Licensee must maintain their professionalism; keeping their dogs on a lead or under control at all times. If, in the Licensee's opinion, a dog in their care shows signs of behavioral issues, it should be muzzled. The Licensee should never allow a dog to stray far from their care and never allow a distance of more than 30 metres to develop between them. The Licensee should devote full attention to their group to the maximum extent that is practicable. The Licensee must exhibit courteous behaviour to/with all people and dogs they meet on NML land.
- The Licensee must consider other NML land users who may not be as fond of dogs, and that some people - especially small children - can find dogs intimidating.

Dog waste

Dog waste left on NML land is unpleasant for other NML land users, unhygienic and causes serious ecological damage to plant and animal communities. It is an offence 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. Dog waste bins are provided on NML land. Anyone failing to clean up after their dog may be issued with a fine[#] or face prosecution. Be prepared and bring more dog bags than you need, share them with other dog walkers on NML land if requested.

[#] Offenders will be notified to the appropriate authority, with details of the dog walker, a description of the dog and details of the date, time and place of the offence.

“No Go” zones on NML land

A map showing all areas of NML land is enclosed on page 8. Within these areas, dog walkers are not permitted to use:

- The children’s playpark.
- The tennis courts and the cricket square.
- The junior and adult football pitches.
- Any formal garden areas.
- Areas closed for renovation or upgrading.

There may be other areas that have restrictions and NML may issue seasonal instructions from time to time - please look out for notices and regularly check the Netherne on the Hill website.

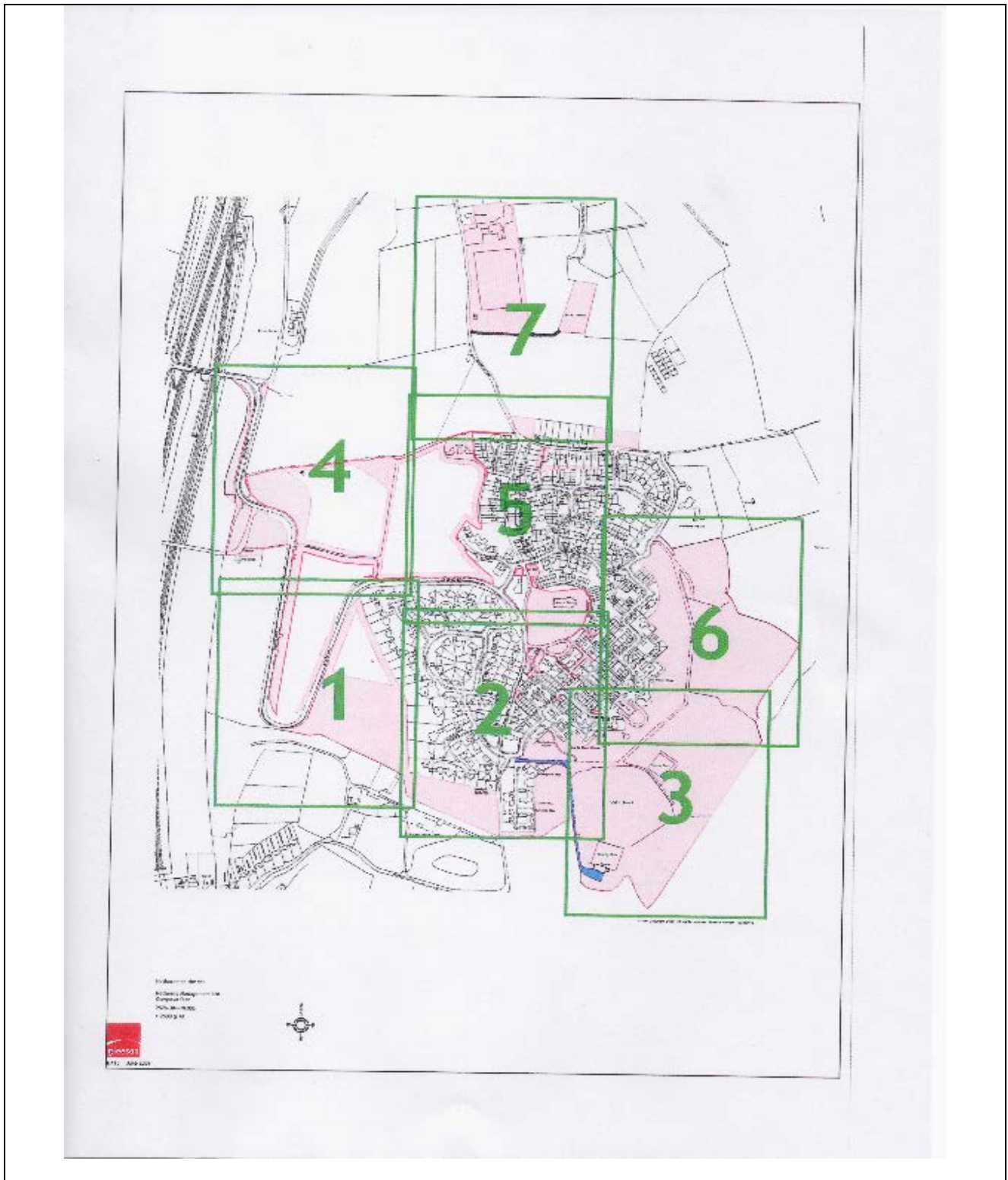
Please also note that the licence is confined to NML land only, and no permission is given, or implied, to use any other Management Company’s land, without the express permission in writing of that Management Company.

“No Go” Activities on NML land

The following activities are not to be conducted by Licensees:

- Aggressive, intimidating, unruly or unreasonably noisy activities that interfere with the comfort of Netherne on the Hill residents or visitors.
- Walking groups of more than 4 dogs, it can be difficult to control large numbers of dogs so no professional/commercial dog walker should be in charge of more than 4 dogs at any one time. This limit includes any dogs owned by the professional/commercial dog walker. The licensee must not congregate with other licensees, or non commercial dog walkers, where the number of dogs collectively exceeds 6 dogs in total.
- Allowing dogs to threaten or interfere with wildlife or the enjoyment of other NML land users. Permitting your dog to chase, injure or kill any form of wildlife is an offence. You may face prosecution.

Map showing areas of NML land



Application Form for Netherne Management Limited Professional/Commercial Dog Licence

PASSPORT PHOTO (Copy to be attached)	
Full Name	
Home Address	
Email Address	
Contact Numbers: Land Line Mobile	
Public Indemnity Insurance (Copy to be attached)	
Details of registration at a VET practice (please provide name, address and phone number)	
First Aid Procedure (Copy to be attached).	
Accident Reporting Procedure (Copy to be attached).	

Confirmations (Please read and tick all boxes)	<input type="checkbox"/> I confirm that I have read a copy of the document entitled "Licensing Arrangements for Commercial dog walking on NML land at Netherne on the Hill". <input type="checkbox"/> I confirm that in applying for a professional/commercial dog walking licence I agree to abide by the code of conduct and terms and conditions laid out in this document. <input type="checkbox"/> I understand that a breach of the code of conduct or terms and conditions may lead to the immediate termination of the licence.
Signed:	
Print Name:	
Dated:	

PLEASE SEND YOUR COMPLETED APPLICATION FORM AND ALL ACCOMPANYING PAPERWORK TO:

**Netherne Management Limited
St Luke's Leisure Centre
Chapel Walk
Netherne on the Hill
Coulston, Surrey
CR5 1NZ**

<i>For NML Office Use Only:</i>			
<i>Application reviewed by:</i>		<i>Date of meeting with applicant:</i>	
<i>Confirm proof of permission from landlord provided (if applicable)</i>			
<i>Approved [YES or NO]?</i>			
<i>If not approved, state reasons for rejecting the application. Confirm that applicant has been advised accordingly.</i>			
<i>If approved, confirm that applicant has been written to advising them they are now licensed, and identification armband provided.</i>			

Terms and conditions for Professional/Commercial Dog Walking on NML land

1) Issue of Annual Licence

1.1 This Licence is granted by the NML board at Netherne on the Hill to the Licensee on the Commencement Date subject to the acceptance of these terms and conditions and payment of any Licence Fee.

1.2 NML has the right to withdraw this Licence at its own discretion. Subject to Condition 9, any annual fee may be reimbursed to the Licensee on a pro-rata basis for the remaining duration of the Licence Period.

2) Interpretation and definitions

In these terms and conditions:-

"Applicant" means the individual named in the Application.

"Application" means the application form submitted by the Licensee as varied by any amendment agreed by the Licensee and the NML board or any direction issued by the NML board.

"Approval" and "Approved" means the written acceptance by the NML board.

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

"Group" means the dogs in the Licensee's/Professional/Commercial Dog Walker's charge whilst undertaking commercial dog walking on NML land.

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

"Licence Fee" means the fee payable from time to time to NML

"Licence Period" means the period running from 1st January to 31st December inclusive in any year.

"Licensee" means the individual named in the Application and issued with a licence to carry out commercial dog walking on NML land.

"Licensor" means NML.

"NML" means Netherne Management Limited.

"NML land" means the areas of land edged in red on the map in the document entitled "Licensing Arrangements for Commercial dog walking on NML land at Netherne on the Hill".

"NML's Property" means any property on the NML land at Netherne on the Hill. This shall include any building or other structure (whether or not permanent), pavement, road surface, footpath, railing, fence, tree, shrub or flower bed, grass, soil, feature of fauna and flora, park furniture, lamp post, bench, bin, sign, gate, recreational equipment, wall, and all other such items located in or on NML's land/premises at Netherne on the Hill.

"Parties" means NML and the Licensee.

"Permitted Use" means the use of open grassland within NML land or as indicted from time to time as instructed by the NML board, for the purpose of providing a dog walking service of a commercial aspect.

3) Registration

- 3.1) The Applicant must be approved by NML in order to carry out commercial dog walking sessions on NML land in the Permitted Use areas.
- 3.2) In order to be approved, the Applicant must have:
 - 3.2.1) Completed and submitted the application form in full;
 - 3.2.2) Paid any licence fee and have:
 - Current public liability insurance a minimum of £2 million for a minimum of 3 months 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 them as a Professional/Commercial Dog Walker. A copy of the current public liability insurance of each dog walker will be kept by NML and it is the responsibility of the dog walker to ensure that NML has up to date copy of same.
 - As of April 2016, provided proof that any of the dogs in their charge have been microchipped.
 - Provided evidence relating to their First Aid provision and process for accident reporting.
 - Provided a vet reference including registration at practice.
 - Read the terms and conditions of the licence.
- 3.3) Failure to comply with 3.2 shall entitle NML to terminate this Licence in accordance with Condition 9.
- 3.4) NML shall be under no obligation to approve an Application.
- 3.5) NML reserves the right, when approving an Application, or at any time during the Licence Period by giving written notice to the Licensee, to limit the Licensee's access to NML land. In the event of Force Majeure access to NML land 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 NML which it could not be reasonably expected to foresee or provide for in advance.

- 3.6) Upon Approval of the Application NML will provide the Licensee with an identification armband which the Licensee must wear at all times whilst carrying out commercial dog walking sessions on NML land. It is the Licensee's responsibility to ensure that they carry and wear the identification issued at all times whilst carrying out commercial dog walking sessions. NML will charge a replacement fee of £20 for each subsequent replacement of the identifying permit. At the end of the Licence Period the Licensee must return all identification permits to NML. Failure to wear the armband may result in immediate revocation of the Licence.
- 3.7) Following Approval of the Application the Licensee may carry out commercial dog walking sessions on NML land, for Netherne residents' dogs only. No dogs from outside Netherne may be walked commercially on NML land.
- 3.8) The Licensee acknowledges that:
- 3.8.1) This Licence does not guarantee that NML land will be available or that there will be space on NML land for the Licensee to carry out dog walking sessions.
- 3.8.2) This Licence does not grant the Licensee priority over any other lawful user of NML land.

4) Licence Fee

- 4.1) The Licence fee payable by the Licensee to the Licensor shall be in accordance with the annual license fee advertised on the NML website.
- 4.2) Where the Application is approved after the 1st January the Licence fee shall be reduced on a pro-rata basis. The Licensee should contact NML 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 another licence for a further year but nothing in this Licence shall imply any obligation on NML to approve or grant a further application.

6) Licensee obligations

- 6.1) The Licensee 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 NML land and NML's staff and other third parties.
- 6.2) Any activities undertaken must not be detrimental to NML land, NML's Property or any wildlife.
- 6.3) The Licensee shall ensure that they leave NML land in a clean and tidy condition ensuring that dog faeces are deposited in the receptacles provided for this purpose. Failure to comply with this condition can result in the issue of a fine if witnessed and the possible termination of the Licence by NML.
- 6.4) The Licensee must not cause an annoyance or nuisance or interfere with the reasonable enjoyment of other persons using NML land.

- 6.5) The Licensee must ensure that any dog under their responsibility is kept under control or on a lead at all times.
- 6.6) The Licensee must adhere to and comply with NML's Code of Conduct at all times and any variation thereof as presented from time to time whilst conducting dog walking sessions on NML land.
- 6.7) The Licensee must not walk dogs in restricted areas of NML land.
- 6.8) The Licence does not allow commercial vehicle access onto NML land.
- 6.9) The Licensee shall not display, produce or distribute any sign or advertisement whilst within NML land. The restriction of advertising applies to all boards, hoardings, flags, posters etc. displaying any organisation, company or brand name of any goods, including those of the Licensee. The Licensee is permitted to wear branded clothing as part of a uniform.
- 6.10) The Licensee must not operate in excess of the published Group capacity size (four dogs).
- 6.11) While on NML land, the Licensee shall comply with any health and safety measures implemented by NML in respect of users of NML land.
- 6.12) The Licensee shall notify NML immediately in the event of any incident occurring where that incident causes any personal injury or damage to NML's Property and if requested by NML shall provide a copy of the incident investigation report if appropriate.
- 6.13) The Licensee shall not have exclusive rights over any area of NML's 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 NML and the Licensee.

8) Indemnity

- 8.1) The Licensee shall indemnify NML 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 NML 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 its discretion may consider reasonable and it may in its discretion after giving notice in writing to the Licensee cause any such damage to be made good and the expenses incurred by NML in doing or in making any such payment shall be repaid by the Licensee to NML 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, NML is not liable for:
- a) the death of, or injury to the Licensee, or dogs in its group walking on NML land; or
 - b) damage to any property of the Licensee, or dogs in its group walking on NML land; or
 - c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee, or owners of dogs in its group walking on NML land under the rights granted by this Licence.
- 8.3) Nothing in clause 8.2 will limit or exclude NML's liability for:
- a) death or personal injury or damage to property caused by negligence on the part of NML or its employees or agents; or
 - b) any matter in respect of which it would be unlawful for NML to exclude or restrict liability.

9) Termination of Agreement

- 9.1) NML may revoke this Licence with immediate effect where 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 NML within 7 calendar days of receipt of written notice served by NML upon the Licensee to remedy the breach.
 - 9.1.2) Acts in any way that is likely to bring NML into disrepute or damage its reputation or interests.
- 9.2) NML may terminate the Licence by giving immediate written notice to that effect.
- 9.3) Where NML terminates this Licence under condition 9.1.1 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 NML terminates this Licence under condition 9.1.2, NML 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 shall no longer be licensed and therefore not permitted to operate commercial dog walking sessions on NML land.

10) General

- 10.1) Nothing in this Licence shall render or be deemed to render the Licensee an employee or agent of NML.
- 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 NML or anyone acting on its behalf.
- 10.3) Nothing in this Licence shall fetter NML in the exercise or discharge of its functions, powers and duties (Including, without limitation, the power to close all or part of NML land either on a permanent or temporary basis or to temporarily use all or part of NML land 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 NML 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 NML land and NML are 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.

14) Notices

- 14.1) Notices shall be deemed to have been validly served if sent by First Class Post to the address shown in the Application Form.