

About this form

THIS AGREEMENT is made on the Date (1) between the COUNCIL (2) and the COMMERCIAL DOG MINDER (3) named below whereby in consideration of the Sum (4):

AGREEMENT TO HIRE: THE COUNCIL agrees to permit the REGISTERED COMMERCIAL DOG MINDER to use, on a nonexclusive basis, the Land (5) for the Purpose (6) and for the Period (7) all described below:

Council Contact Details

Customer Service Centre 1 Pope Street, Ryde NSW
Post Locked Bag 2069, North Ryde NSW 1670
Email cityofryde@ryde.nsw.gov.au
Phone (02) 9952 8222

PART 1 : HIRER’S DETAILS

Company / Organisation

If applicable

TitleMrMrsMsMissOther

Given NameFamily Name

Address

SuburbPostcode

Postal Address

If different from above

SuburbPostcode

Preferred contactMobilePhoneEmail

MobilePhone

Business phoneHome phone

Email

Description of activity

PART 2 : BOOKING DETAILS

Off-leash area

Proposed date/time of hire:

Days	Dates	Times
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Estimated number of dogsApplied period

PART 3 : FEES AND CHARGES

The fee applies to each Registered Business (commercial dog minder), which includes one registered minder; for each additional minder of the registered business, an additional fee will be applied.

All applicable hire fees and bonds must be paid prior to use. In the event of outstanding debts, Council retains the right of possible refusal of further hire of Council facilities. Council's schedule of Fees and Charges is available at www.ryde.nsw.gov.au/fees or contact Council's Parks Booking Officer on 9952 8249 for further information.

All fees are non-refundable and payable in advance in the manner and form directed by Council.

PART 4 : PURPOSE

To conduct, on Council's nominated off-leash area, the business of dog minding subject to the terms and conditions of the Agreement.

I agree

PART 5 : GENERAL CONDITIONS

Each commercial dog minder approved by City of Ryde must:

- Only operate in the areas and at the times specified by Council in the licence agreement
- Manage the activities to minimise wear and tear on grassed areas.
- Comply with reasonable directions from Council's Manager Operations, Council Rangers and other authorised Council officers in relation to any unacceptable practices.
- Operate only between the times specified by Council in their licence. Activities must not commence prior to 7.00am (Meadowbank Park 6.00am Mon-Fri) and must conclude by 9.30pm (Meadowbank Park 7.00pm Mon-Fri).
- Shall not assign their rights under this licence agreement or attempt in any other manner to transfer their rights under the licence agreement to any other person, it being clearly understood that the licence agreement is issued to a particular individual and is not transferable unless approved by Council in accordance with this policy.
- Shall indemnify and hold the Council harmless from and against all damages, sums of money, costs, charges, expenses, actions, claims and demands which may be sustained, suffered, recovered or made against the Council by any person for any loss of life, injury or damage any person may sustain due to the negligent act of a minder.
- When conducting dog minding, walking or training in public off-leash areas, minders shall always conduct themselves in a proper and orderly manner and be considerate to other users and adjacent residents.
- Shall conduct their activities so not to dominate, monopolise and/or obstruct any pathways, access or thoroughfares.
- Must not create any noise from activities that unreasonably disturbs other users and adjacent residents.
- Shall ensure that any dog related equipment used does not create any hazards or obstruction.
- Shall ensure that their dogs do not step on, walk on or in any other way inappropriately use picnic tables and park furniture and shall leave the area in the same condition it was at the commencement of training.
- Shall take out and maintain in their name, for the duration of the term of the licence agreement, Australia Prudential Regulation Authority (APRA) approved public liability insurance for a minimum of \$10 million and produce documentary evidence of this at the time of application.
- Shall agree that, notwithstanding any implication or rule of law to the contrary, the Council shall not be liable for any damage or loss that any minder and their dogs may suffer by the act, default or neglect of any other person or by reason of the Council failing to do something on or the public space used.
- Must not display any advertising signage including banners, in Council's off-leash areas.
- Must not interfere with any Council approved booked activity that is being carried out on any oval or reserve or part thereof and the minder acknowledges that such a booking has priority over the minders' use.
- Shall be responsible for satisfying all work, health and safety legislation and regulations.
- Council employees carrying out maintenance have right of way at all times.
- Shall be liable for any fees or levies required by the department of Industrial relations, Work Cover or any other public authority or statutory body.
- Council does not, and will not, accept liability for any debts incurred by any minder and Council shall not be in any way responsible for any property of a minder or any other person that may be left on the land or for loss of any such property by theft or otherwise.

PART 6 : OFF-LEASH AREAS

Enclosed	Availability
Blenheim Park	At all times
ELS Hall Park	At all times
Not Enclosed*	Availability
Denistone Park	At all times
North Ryde Common	At all times
Olympic Park	At all times
Kotara Park	At all times
Santa Rosa Park	At all times
Brush Farm Park	When not used for organised sport
Darvall Park	When not used for organised sport
Peel Park	When not used for organised sport
Pidding Park	When not used for organised sport
Meadowbank Park	Monday – Friday, 6.00am – 8.00am and 5.00pm – 7.00pm

PART 7 : DECLARATION

I believe the information provided on this application is correct and true to the best of my knowledge. I have read the Terms and Conditions of hire contained with this application and agree to abide by them. I also undertake to advise the City of Ryde should there be any alterations or additions to the information supplied and to pay any cancellation fees applicable in the event of cancellation by the hirer.

I agree

Signature

Date

Please return this completed form together with any relevant documents (eg Public Liability Insurance, requested documentation etc) to:

Mail: Parks Facilities Officer, The City of Ryde,
Locked Bag 2069, North Ryde NSW 1670

Email: sportandrec@ryde.nsw.gov.au

Fax: 9952 8240

Once your application has been approved, council will send you a permit.

For further information, please ring the Parks and Recreation department on 9952 8249.

PART 8 : COMMERCIAL DOG MINDING BUSINESSES OPERATIONS PROCEDURE

OBJECTIVE

To effectively manage the use of Community and Crown Lands under the care, control and management of Council by commercial dog minding businesses.

PROCEDURE STATEMENT

1. Background

Management of the use of public reserves within the City of Ryde Local Government Area is regulated by the *Local Government Act 1993* and *Crown Lands Act 1989* and is subject to Councils Plans of Management.

There is a growing demand for dog walking, minding and training services which has seen increasing numbers of commercial dog minding businesses using off-leash areas. This has raised a number of issues, including:-

- Equity of access issues – potential issues with displaced users, management of demand, domination and monopolisation of areas and exploitation of off-leash areas by commercial businesses
- Impact on the asset – damage to off-leash areas, dog minders not being in effective control of the dogs in their care
- Public liability concerns – dog minders with insufficient insurance.

A commercial dog minder is any person or employee of a legal entity who charges a fee to exercise, walk or mind a dog.

This policy is to respond to the need to regulate use of off-leash areas by commercial dog minding businesses.

2. Purpose/Aims

In implementing this policy, City of Ryde aims to:-

- a) Ensure equity of access to City of Ryde's off-leash areas.
- b) Reduce the impact of commercial dog minding businesses on asset condition and maintenance.
- c) Minimise public liability concerns.
- d) Minimise disruption and interference to the public's right of access and enjoyment of City of Ryde's off-leash areas.
- e) Appropriately manage the park system to prevent conflict of use.

3. Scope

This policy will cover:-

- a) Commercial dog walkers, minders and trainers.
- b) All off-leash areas in the Ryde Local Government Area under the care, control and management by City of Ryde.
- c) City of Ryde approved commercial dog minding businesses must only operate in the area specified in their licence agreement.

4. Exclusions

Commercial dog minding businesses are prohibited from using parks not designated as off-leash areas.

The policy does not apply to the following:-

- a) Any person exercising their own dog/s; and
- b) Neighbours/friends exercising dogs on behalf of their owner

5. Permissible dog minding activities

- a) Minding up to 4 dogs by a competent person in an area declared to be an off-leash area under the *Companions Animals Act 1998*

6. Eligibility

A commercial dog minder wishing to use off-leash areas within the City of Ryde Local Government Area must have current Public Liability Insurance which indemnifies Council to a minimum of \$10,000,000.

Evidence of this must be provided at the time of application to be eligible for a permit to provide commercial dog minding activities in City of Ryde's off-leash areas.

7. Issuing of a Permit

A permit will be valid for one year and will authorise each commercial dog minder to use specific off-leash areas to exercise dogs under their care in accordance with this policy on a non-exclusive basis.

Applications for a permit and the number of permits to be issued will be determined by Council taking into account the following factors:-

- a) Usage demands
- b) Number of approved commercial dog minders using the area
- c) Other activities (passive and active) being undertaken in the area
- d) Types of activities to be undertaken and the potential impact on other users and neighbouring residents; and
- e) Whether the activities will contribute to increasing congestion or user conflict

In considering the above, Council may decide to:-

- a) Approve an application and issue a permit
- b) Issue a limited permit with restrictions on the time and location of activities
- c) Not approve the application

One commercial dog minder only may be authorised by Council to operate at any one time under the permit issued. In the event that the nominated dog minder is unable to operate under the approved permit, a replacement may be approved subject to meeting the eligibility requirements of this procedure.

All commercial dog minders must be insured and eligible to operate under the licence agreement in accordance with this procedure.

8. Identification Requirements

Each commercial dog minder allocated a permit shall have proper identification. This must be available at all times and be shown to Council officers when requested.

9. Licence Fees

The following fees and charges are applicable:

Up to 10 hours per week:

- \$331 per annum for businesses based in the City of Ryde
- \$664 per annum for businesses based outside the City of Ryde

More than 10 hours per week (maximum 20)

- \$664 per annum for businesses based in the City of Ryde
- \$1320 per annum for businesses based outside the City of Ryde

10. General Conditions

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11. Termination

- a) The Council reserves the right to terminate its agreement with a commercial dog minder without notice if, in its sole opinion, it has determined that the commercial dog minder has failed to comply with the reasonable direction of its staff or has breached the terms of the permit.
- b) A commercial dog minder whose licence agreement has been terminated can appeal in writing to the General Manager, stating the reasons for the appeal.