

# CAT TRAP LOAN

RECORD NO : .....

FILE NO : 6.6.1

## AGREEMENT

Please complete the form below including the provision of your nominated bank details, as Council will refund the deposit electronically.

APPLICANT			
NAME			
ADDRESS			
MOBILE PHONE		ALTERNATE NUMBER	
EMAIL			
IDENTIFICATION DETAILS			
<p>I, _____ (the <b>Applicant</b>), hereby agree to loan a trap (the <b>Equipment</b>) from the Copper Coast Council of 51 Taylor Street, KADINA SA 5554 (the <b>Council</b>) for the sole purpose of trapping a cat(s) entering my property without my permission or consent.</p> <p>I, the customer, agree:</p> <ul style="list-style-type: none"> <li>to abide by the <b>terms and conditions</b> associated with the loaning of the equipment as specified in this agreement, and I understand that extensions to the dates specified in the terms and conditions can only occur subject to an amended agreement and availability of the Equipment;</li> <li>to pay the amount of \$100.00 deposit (inclusive of GST) for loan of the Equipment. The deposit is refundable to the nominated Bank Account upon return of the Equipment;</li> <li>that failure to return the Equipment by the due date, or if the Equipment is damaged, broken or stolen whilst in my possession will result in forfeiture of some or all of my deposit;</li> <li>that the cat trap only be set on the private property of the person hiring the trap.</li> </ul> <p>This agreement to loan the Equipment is made on the ____ day of _____ 20__</p> <p>This agreement will terminate on the ____ day of _____ 20__, or upon return of the Equipment (whichever occurs first).</p>			

BANK DETAILS FOR REFUND OF DEPOSIT			
BANK		ACCOUNT HOLDER	
BSB		ACCOUNT NUMBER	
EMAIL (If different from above)			

## TERMS AND CONDITIONS

### BACKGROUND:

- A. The Council has the duty to administer and enforce the provisions of the *Dog and Cat Management Act 1995* ('the DCM
- B. Act').
- C. The Council intends to lend to the Customer equipment to trap and keep safely a cat ('the Equipment').
- D. The parties acknowledge and agree that this background forms part of this Agreement and is true and correct in every particular.
- E. The parties acknowledge and agree that they will perform the Agreement subject to the following terms and conditions.
- F. The cat traps will not be loaned over the Christmas break when the Council Office is closed;

### THE PARTIES AGREE AS FOLLOWS:

#### 1. THE COUNCIL'S AGREEMENT

- 1.1. The Council agrees to provide to the Customer the Equipment, which will be collected by the Customer from the Council.
- 1.2. The Council agrees that upon payment of the deposit it will issue a receipt.

#### 2. THE CUSTOMER'S AGREEMENT

- 2.1. The Customer agrees to pay the amount of \$100.00 deposit (inclusive of GST) for rental hire upon receiving the Equipment.
- 2.2. The Customer undertakes to return the Equipment in the same state as when received and will ensure that it is returned on the due date set out in this Agreement.
- 2.3. The Customer agrees that the deposit will be forfeited if the Equipment is damaged in any way or any condition of this Agreement is breached.
- 2.4. The Customer agrees that the maximum period of time for the loan of the Equipment is 14 days and that the Equipment will be returned in an undamaged and clean state. The Council reserves the right to reloan the Equipment to the Customer if the Equipment has not been pre-booked by another Customer.
- 2.5. In the event that the Equipment is not returned by the date upon which the Loan Period terminates, the Customer agrees that the deposit specified in clause 2.1 will not be refunded until such time as the Equipment is returned.
- 2.6. The Customer states that he/she has no record of animal cruelty or animal welfare breaches in any jurisdiction, nor are they the subject of any pending charges.
- 2.7. The Customer accepts and shall comply with the requirements of the *Animal Welfare Act 1985* ('AW Act') and will ensure that, while in the Customer's possession, all animals trapped will not be mistreated.
- 2.8. The Customer shall comply with the requirements of all laws in any way affecting or applicable to the Equipment.
- 2.9. In the event that the Customer traps a cat they shall as soon as reasonably practicable attend at the Resource Recovery Centre located at 14 Recycle Way, Wallaroo, during office hours of 10am to 3pm Monday to Friday (excluding public holidays) to ensure the cat is subjected to a microchip scan.
- 2.10. In the case of trapped cat which is identified by collar tag or implanted microchip which has been identified by the Council scan, the Council shall as soon as practicable after completing the process in Clause 2.9, take reasonable steps to inform the owner of the cat of its seizure and detention and return the cat to its owner. An identified cat which cannot be returned must be left with the Council.
- 2.11. In the case of a trapped cat which is not identified by a collar tag or implanted microchip the Council shall retain the cat in the cat trap. The Council will transport the cat to YP Vets Veterinary Clinic. The deposit paid shall be returned electronically to the customer.

- 2.12. The Customer agrees that any breach of the AW Act or DCM Act that occurs during the hiring of the Equipment is the responsibility of the Customer, who accepts the full cost and or penalty arising from any liability that might result from the use of the Equipment while it is in the Customer's care, control and management.
- 2.13. The Customer agrees to only set the cat trap on their own private property.

### 3. THE CUSTOMER'S INDEMNITY

- 3.1. The Customer shall release and indemnify the Council against all and any claims made against the Council and for any loss, damage and expense the Council suffers in respect of or arising from the loaning of the Equipment.
- 3.2. Should the Customer maintain that the Council has been negligent by any act or omission then it must forthwith notify the Council and give the Council the opportunity to fully investigate the claim and the Customer must also take immediate action to mitigate any loss.

### 4. ASSIGNMENT

- 4.1. Neither party may assign any right or obligation hereunder without the prior written consent of the other party.

### 5. GENERAL

- 5.1. No variation or waiver of, or any consent to any departure by either party from, a provision of this Agreement is of any force or effect unless it is confirmed in writing, signed by the parties and then that variation, waiver or consent is effective only to the extent to which it is made or given.
- 5.2. The failure, delay, relaxation, or indulgence on the part of either party in exercising any power or right conferred upon that party by this Agreement does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other right or power under this Agreement.
- 5.3. This Agreement constitutes the sole and entire Agreement between the parties and no warranties, representations, guarantees or other terms or conditions of whatsoever nature not contained and recorded herein shall be of any force.
- 5.4. If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions, which are self-sustaining and capable of enforcement without regard to the invalid provisions, shall be and continue to be valid and enforceable in accordance with their terms.
- 5.5. On the termination of this Agreement pursuant to this Clause neither party shall have any claim against the other in respect of such termination but without prejudice to the rights of either party for any antecedent breach or default.

### DECLARATION

I declare that the information I have provided is true and correct.  
 I have read and agree to abide by the terms and conditions as set out on this form.  
 I agree to comply with any reasonable directions issued by an Officer of Council.

SIGNATURE		DATE	
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### OFFICE USE ONLY

EQUIPMENT NUMBER		RECEIPT NUMBER	
DATE RETURNED		DEPOSIT RETURN DATE	
OFFICER		SIGNATURE	