

HIRE OF DOG TRAP REGISTRATION

Contact Council if you have any specific enquiries regarding fees or how to complete this form. Type or print clearly and select boxes where applicable. Enter "N/A" if the question does not apply.

APPLICANT DETAILS - Applicant must be over 18 years of age

Title: Mr Mrs Ms Miss

First name: Given name(s):

Last name:

Postal Address:

Town: State: Post Code:

Phone: Fax:

Mobile: Email:

TRAP DETAILS

Details of equipment and location.

Address where trap will be set:

Date trap collected: Trap return due date:

TRAP CHECKLIST - Hirer is to acknowledge and agree to the below checklist by ticking each statement.

- I am able to monitor the trap whilst it is set.
- I will place the trap in a shaded and cool area.
- The trap will be covered/protected from predators.

TERMS AND CONDITIONS

Hire will be subject to the following terms and conditions.

1. Traps are hired for a SEVEN (7) day period. Any extension of 7 days will incur an additional fee (per 7-day period or part thereof).
2. Traps must be returned by 4.30pm on the due date (SEVEN days from the hire date).
3. Traps must be returned in a clean condition. If it is not returned in a clean condition Council may not rehire traps to you and you may be issued an invoice for cleaning fees.
4. There are no trapped animal collections after 4.00pm weekdays or anytime on weekends and/or public holidays.
5. Arrangements for collection must be made with Councils Ranger Services by phoning (02) 6499 2222 subject to other priority commitments and operational requirements.
6. The hirer is responsible for the welfare of the animal whilst it is contained within the trap on the property. This means the trap must be placed in a sheltered area and food and water is to be provided. The trap should be covered to keep the animal calm and should be placed in an area where other animals, particularly other dogs, cannot access the trap.
7. If the identity of the owner of the dog is known, the dog must be returned to the owner (and Council notified).
8. If the identity of the owner of the dog is not known, the dog **must** be surrendered to Council.
9. Any dog which has been trapped must not be euthanized, destroyed, killed or injured once trapped.
10. If a dog which has been trapped, is injured; it must be taken to a vet for assessment (and Council notified).

11. It is the hirer's duty and obligation to comply with the *Companion Animals Act 1998*, which, if breached, could constitute an offence carrying a significant monetary penalty or, possibly, imprisonment, as well as the potential for liability to the animal's owner for damages in trespass to property.
12. The hirer acknowledges that a trapped animal may be frightened and may seek to defend itself and, accordingly, the hirer should not handle the trapped animal.
13. The hirer agrees to comply with instructions given by Council on how to use the trap and the treatment of the animal while it is held in the trap.
14. The hirer agrees at all times to indemnify Council for any loss, damages, liabilities, costs and expenses in respect of claims, demands, proceedings or actions brought against Council arising out of the hirer's: a) acts or omissions; b) breach of the Conditions of Use; and/or c) failure to comply with legislative requirements.
15. Any damage or loss to equipment will be charged to the hirer (\$400.00).
16. **The trap can only be used to trap a dog if:**
 - a) It is reasonable and necessary for the prevention of damage to property.
 - b) It is reasonable and necessary for the protection of any person or animal (other than vermin) from injury or death.
 - c) However, you cannot seize a dog that is engaged in the droving, tending, working or protection of stock unless the action is reasonable and necessary for the protection of a person from injury or death.

LODGEMENT

Sign, date and forward this application with payment and required supporting documentation (if any), to Bega Valley Shire Council. This form MUST be lodged with Council.

I acknowledge that I have read the terms and conditions of hire and undertake to be bound by and comply with these conditions in every respect and I further undertake to be responsible for ensuring the use of the equipment shall comply with Bega Valley Shire Council's conditions.

I indemnify Bega Valley Shire Council in accordance with the Conditions of Hire, from any claim arising from any incident occurring with the use of the equipment during the hire period.

I agree to be responsible for the cleaning of, and any damages that occur during, the use of the equipment.

I declare the information provided in this application to be complete, true and correct.

By signing this form I acknowledge and agree to the Terms and Conditions and Trap Checklist outlined in this form. I give my consent for an Officer for Bega Valley Shire Council to enter onto my property for the purpose of removing the loaned trap and/or private impoundment of the trapped animal.

X

Signature: Date:

You are providing personal information which will only be used for Council business activity specific to your enquiry, request, or application. Your personal information is managed in accordance with the *Privacy and Personal Information Act 1988*, will only be handled by persons authorised to do so and will not be disseminated unless you have given Council permission to do so or the disclosure is required by law.

Office Use Only

Trap Number:	Receipt number:
Fee:	Received by:
Date:	Return date: