

## Application to hire cat trap

### Applicants Details (Only property owner or tenant can apply)

<b>First Name:</b>		<b>Surname:</b>	
<b>Address:</b>			
<b>Suburb:</b>		<b>Postcode:</b>	
<b>Email:</b>			
<b>Contact No:</b>	<b>(H)</b>	<b>(W)</b>	<b>(M)</b>
Have you or anyone intending to use this trap ever been convicted of any offences under the <i>Animal Welfare Act 2002</i> . <b>If yes, state reason below.</b>			<input type="checkbox"/> No <input type="checkbox"/> Yes
<b>Reason:</b>			

### TERMS AND CONDITIONS

Trapping is undertaken at the hirer's risk and the City will not be liable for any loss or damage whatsoever or injury suffered or sustained to any person, property or animal, in connection with the trapping process on private property.

**NOTE: Trapping on public property is strictly prohibited.**

#### 1. Application

- All applicants must be aged 18 years or over (proof of ID may be required).
- A trap can be hired for up to a maximum period of 7 days per application and may be extended upon request.
- Traps must be collected from the Animal Management Facility, 21 Capstick Lane Kelmscott between the hours of 3.30 - 4.30pm Monday to Friday or 9-10am Saturday, Sunday and Public Holidays.
- A completed and signed application must be submitted to the City of Armadale (The City) before a trap will be released.
- All applications will be assessed and determined upon receipt of all requested information.

#### 2. Proof of identity for your application

- All applicants must provide a valid license, permit or card under Australia law to verify their name and current residential address as part of their application.

#### 3. Trap Condition

- The cat trap being returned in the condition it was hired out (fair wear and tear excluded)
- Costs associated with significant repairs due to damages caused by the applicant may be sought by the City of Armadale
- Costs associated with replacement of traps caused by loss or theft caused by the applicant may be sought by the City of Armadale



## Animal Welfare

- d. The applicant acknowledges that it is an offence to "*be cruel to an animal*". A person, whether or not the person is a person in charge of the animal is cruel to an animal if that person tortures, mutilates, maliciously beats or wounds, abuses, torments, uses a prescribed inhumane device, intentionally or recklessly poisons, does any prescribed act or in any other way causes the animal unnecessary harm as defined in the *Animal Welfare Act 2002*.
- e. The applicant agrees to care for and maintain the welfare of any animal trapped during the hire period until the animal has been surrendered to the City in a lawful manner.

### 4. Surrender of animals

The applicant acknowledges that captured animals must be surrendered to the City's authorised personnel (Rangers).

### 5. Stealing

The applicant acknowledges that it is unlawful if a person takes an animal, which is the property of another. A person stealing an animal can be and is guilty of an offence under the *Criminal Code Act Compilation Act 1913*.

### 6. Indemnity

- a. All applicants agree to indemnify and keep indemnified the City and the City's personnel from and against all loss and other liabilities of any kind arising directly or indirectly from:
  - i. Any breach of any warranty or any of the other terms and conditions of this application by the applicant
  - ii. Any wilful misconduct of a negligent act or omission of the applicant; and
  - iii. Any claim made by a third party against the City or the City's personnel, to the extent that the claim arose out of the act or omission of the applicant.

Except to the extent of liability which is caused by the Wilful Misconduct or a negligent act or omission of the City or the City's personnel.

### 7. Record Keeping

The applicant acknowledges that the information held or compiled by the City of Armadale in relation to this application are subject to the *State Records Act 2000*.

### 8. Freedom of Information

The applicant acknowledges that the information held or compiled by the City of Armadale in relation to this application are subject to the *Freedom of Information Act 1992*.

## Declaration

I hereby agree I have read, understand and will comply with these terms and conditions, including my responsibilities under the *Animal Welfare Act 2002*.

<b>Name:</b>		<b>Date:</b>	
<b>Signature:</b>			

## Office Use Only

<b>Date Trap hired:</b>	__ / __ / ____	<b>Ranger:</b>		<b>Signature:</b>	
<b>Date Trap returned:</b>	__ / __ / ____	<b>Ranger:</b>		<b>Signature:</b>	