



# District Council of Peterborough

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## CAT TRAP HIRE AGREEMENT

**Humane trapping and lawful delivery of unidentified cats**

### IMPORTANT - DELIVERY WITHIN 12 HOURS

If a cat is caught, Council can scan it for a microchip at the Council office during office hours by prior arrangement. The hirer must arrange prompt delivery and deliver an unidentified cat within 12 hours of capture to an authorised destination listed below. Scanning or contacting Council does not extend the 12-hour period or transfer care of the cat to Council. Council does not collect, transport, house or otherwise assume care of a cat caught in the hired trap.

### 1. Hirer and trap details

|                            |                                                                                                            |
|----------------------------|------------------------------------------------------------------------------------------------------------|
| Hirer name                 |                                                                                                            |
| Residential address        |                                                                                                            |
| Phone / email              |                                                                                                            |
| Hire period                | From: _____ To: _____                                                                                      |
| Trap number                |                                                                                                            |
| Property where used        |                                                                                                            |
| Landowner/occupier consent | <input type="checkbox"/> Hirer occupies property <input type="checkbox"/> Written consent sighted/attached |

### 2. Authorised receiving arrangements - complete before trap is issued

The trap must not be issued or set unless an authorised destination is available and the hirer can deliver a captured cat within 12 hours, including on weekends and public holidays.

Authorised destinations: Veterinarian, RSPCA or Animal Welfare League cat-care facility.

|                                    |                                                  |
|------------------------------------|--------------------------------------------------|
| Receiving facility                 |                                                  |
| Address                            |                                                  |
| Telephone                          |                                                  |
| Opening / after-hours instructions |                                                  |
| Council contact                    | Animal Management Officer: _____<br>Other: _____ |

### 3. Conditions of Hire and Hirer's Responsibilities

- 1. Lawful purpose:** Use the trap only for the humane capture of a cat reasonably believed to be unidentified. An unidentified cat may still have an owner. Do not use the trap to target a known owned or identified cat.
- 2. Where the trap may be used:** Use the trap only on land occupied by the hirer or with the written consent of the landowner or occupier. Do not place it on Council land, a road, reserve or other property without written authority.
- 3. Ability to deliver:** Do not set the trap unless the authorised receiving facility is available and the hirer can deliver any captured cat within 12 hours. Do not set it before a weekend or public holiday unless confirmed receiving arrangements are in place.
- 4. Monitoring:** Physically inspect the trap at least every 8 hours, promptly after sunrise, and more frequently in hot, cold, wet, windy or otherwise adverse conditions. Do not leave a set trap unattended beyond the stated inspection interval.
- 5. Weather and location:** Keep the trap continuously shaded, sheltered, stable and well ventilated. Do not set it during extreme heat, storms or other hazardous weather, or where people, pets or other animals can harass a trapped animal.
- 6. When a cat is caught:** Approach calmly. Cover most of the trap with a breathable blanket or similar material while keeping airflow at both ends. Move it carefully to a quiet, secure, sheltered place and transport it without unnecessary delay.
- 7. Injury or distress:** If the cat appears injured, ill or severely distressed, seek urgent Veterinary advice and follow the Veterinarian's directions. In an emergency, take the cat directly to a Veterinarian.
- 8. Council microchip scan and delivery:** Council can scan a trapped cat for a microchip at the Council office during office hours by prior arrangement.  
The hirer remains responsible for the cat.  
Scanning does not extend the 12-hour period or transfer care to Council. If the cat is unidentified, deliver it within 12 hours of capture to a Veterinarian, RSPCA or Animal Welfare League cat-care facility, another prescribed facility, or a Council-nominated facility approved by the Dog and Cat Management Board. Confirm acceptance before transport where practicable.
- 9. Identification:** Do not remove, conceal, damage or interfere with a collar, tag, microchip or any other form of identification. Do not assume that a cat without a visible collar is unowned or unidentified.
- 10. Identified cat:** If a cat is identified or the owner is known, take reasonable steps to inform the owner as soon as practicable and notify Council. Follow lawful directions from Council, a Veterinarian or the receiving facility regarding safe release or delivery.
- 11. No disposal or harm:** Do not kill, injure, abandon, relocate, sell, give away, rehome or otherwise dispose of a trapped cat.  
The hirer's authority is limited to humane temporary detention and lawful delivery.
- 12. Non-target animals:** Promptly and safely release a non-target animal at the place of capture where lawful and safe. If it is injured, protected wildlife, or cannot be safely released, contact a veterinarian or the appropriate animal/wildlife authority.
- 13. Cleanliness and return:** Return the trap by the agreed date, cleaned and undamaged. Do not use chemicals or cleaning methods that may leave harmful residues.

## 4. Legal information

This agreement summarises key obligations and does not replace relevant legislation. The following provisions should be checked whenever the form is reviewed:

- Dog and Cat Management Act 1995 (SA), sections 64, 64D and 81B: seizure and delivery of unidentified cats, notification concerning identified cats, and protection of identification.
- Animal Welfare Act 1985 (SA), particularly section 13: humane treatment, appropriate temporary conditions and mitigation of harm. The Animal Welfare Act 2025 has been enacted but was uncommenced when this form was prepared.
- Animal Welfare Regulations 2012 (SA) and the District Council of Peterborough's cat by-law in force at the time of hire.

*Penalties vary by offence. For example, interfering with a cat's identification has a maximum penalty of \$5,000, while failure to give the notification required by section 64D has a maximum penalty of \$1,250. Current legislation should be consulted rather than relying only on these figures.*

## 5. Hirer's acknowledgement

### By signing, I confirm that:

- ☐ I am at least 18 years old and have read and understood this agreement.
- ☐ I accept responsibility for setting, monitoring and using the trap; the humane temporary care and safe transport of any animal caught; and lawful delivery of an unidentified cat within 12 hours.
- ☐ I understand that Council does not collect, transport, house or assume care of a cat caught in the trap.
- ☐ I will comply with the Dog and Cat Management Act 1995, the Animal Welfare Act 1985, applicable regulations, the Council cat by-law in force, and lawful directions given by Council, a veterinarian or an authorised receiving facility.
- ☐ I understand that breach of legislation or this agreement may result in penalties, recovery of costs, forfeiture of the deposit or refusal of future trap hire.

|                 |                                |
|-----------------|--------------------------------|
| Hirer signature | _____ Date: ____ / ____ / ____ |
| Council officer | _____ Date: ____ / ____ / ____ |

## 6. Fees, return and office use

*Fees and deposits are those listed in Council's adopted Fees and Charges at the time of hire.*

|                      |                                                                                                                                     |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Deposit paid         | \$ _____ Receipt no.: _____                                                                                                         |
| Hire fee paid        | \$ _____ Number of hire days: _____                                                                                                 |
| Return due           | ____ / ____ / ____ Time: _____ Alternative arrangement: _____                                                                       |
| Copy given to hirer  | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                            |
| Returned / condition | Date: ____ / ____ / ____ <input type="checkbox"/> Clean <input type="checkbox"/> Undamaged <input type="checkbox"/> Action required |
| Deposit refunded     | \$ _____ Authorising Officer: _____                                                                                                 |
| Register updated     | <input type="checkbox"/> Yes <input type="checkbox"/> No Officer initials: _____                                                    |

**Form review note:** Before operational approval, Council should confirm the receiving facility named in section 2 is authorised under section 64(2), and Governance should confirm the commencement/status of the Cats By-law 2026 and the transition from the preceding by-law.

