

Duty of care agreement

This agreement is for use by persons or rescue organisations who have presented a stray animal for impounding but wish to temporarily care for that animal during its holding period



Animal details

Name			
Species		Breed	
Impound no.		Colour	
Microchip no.		Sex	Age
Release date			

For help and to return this form

Blacktown Animal Rehoming Centre | 20 Owen Street, Glendenning NSW 2761
 www.theBARC.com.au BarcAdmin@blacktown.nsw.gov.au 02 9839 6161

1 Carer's details

Name		
Phone		Email
Home address		
Declaration	<input type="checkbox"/> I confirm that I have read and agree to comply with the terms and conditions set out at Section 3 of this agreement. I warrant I have not signed this Agreement in reliance on any representation, promise, statement, conduct, or inducement by or on behalf of the Council, otherwise than as recorded in this document. I understand that I will need to show my licence or other form of identity for verification purposes.	

2 Term of agreement

This agreement is effective from to

The term of this Agreement can be extended with written approval from the Animal Adoption Officer or the Team Leader, Administration and Rehoming.

This agreement can be terminated by either party at any time.

Upon expiration of this Agreement, the animal must be returned to BARC within 24 hours.

3 Terms and conditions

Definitions BARC is Blacktown Animal Rehoming Centre
Carer is the person identified in 1. Above.
Council is Blacktown City Council and BARC
BARC, Carer, Council or Rescuer includes their officers, employees, agents, successor, assignees or related bodies corporate as defined in the Corporations Act 2001.

1. This agreement is made with reference to the following facts: (Recitals)
 - a. The animal is held by Council at Blacktown Animal Rehoming Centre (BARC)
 - b. The Carer expressed interest in providing additional care for the animal.
 - c. The animal may be sick, injured, an infant, convalescing, geriatric, pregnant, or have behavioural problems.
 - d. Council has advised the Carer, to the best of its ability, about the history, condition and temperament of the animal.



- e. The Carer acknowledges that the animal may require veterinary treatment, which will be at the Carer's expense (unless prior written permission is provided by Blacktown City Council)
 - f. The Carer acknowledges that that Council is not responsible for any pre-existing health condition in the Animal.
 - g. Notwithstanding this Release, veterinary work may be done by the Council's nominated Veterinary Practitioner if agreement has been reached with (and written permission provided by) Council's BARC Team Leader or Coordinator.
2. The parties agree that the health and suitability of the animal is not guaranteed by the Council and that the Carer takes the animal at their own discretion and risk.
 3. The Carer acknowledges that the animal cannot be Desexed, sold, given away, euthanised, relocated outside of the Blacktown local government area, given to someone else to care for, have surgery or other procedure(s) without the written permission of BARC/Blacktown City Council.
 4. The Carer agrees to:
 - take the Animal in its current condition and accepts that they are solely responsible for any costs arising in connection with the animal, after the animal leaves BARC unless agreed otherwise by Council (refer 4 below). Such costs include but are not limited to the care, vaccinating, desexing, microchipping, veterinary checks or procedures and any costs that may arise or be associated with the Animal.
 - provide humane care for the animal
 - on release of the animal to their care, to relieve Council from all liability arising out of any and all circumstances in connection with the animal
 - return the animal to BARC within 24 hours and during opening hours, if the animal is to be:
 - returned to its owner
 - purchased by a new owner
 - transferred to a rescue group
 - microchipped (if not already microchipped)
 - desexed (if required).
 5. Council agrees to pay veterinary costs associated with the animal only if a BARC Team Leader or Coordinator provide prior written permission to the Carer. Otherwise associated veterinary costs will be at the Carer's expense.

Privacy notice

We are collecting this information to process your request. We may not be able to do so without it. You must supply it under the *Companion Animals Act 1998*.

We will store your personal information on our systems or in our offices, where it will be used by our staff and contractors. Other people can request access to it under the *Government Information (Public Access) Act 2009*. You can ask us to suppress your personal information from a public register and we will consider your request in line with the *Privacy and Personal Information Protection Act 1998*. Our *Privacy Management Plan* sets out how you can access or correct your personal information. Please visit www.blacktown.nsw.gov.au for a copy of the plan.

I have read and accept the Privacy notice

Office use

Authorised by	Staff name	<input type="text"/>	Date	<input type="text"/>
	Position	<input type="text"/>		

I witnessed the abovementioned person make this statement, and have sighted and verified their identity.

Notes/comments