

Revised Draft Tree Allocation Protocol for Pilot Test- 13 October 2025

This Protocol is designed to facilitate a collaborative, multi-party relationship among multiple Registered Training Organisations (RTOs) and Tree/Landowners or Managers, providing access to trees for the training and assessment of learners in basic, intermediate, and advanced tree felling skills and related competencies.

Date: [Insert Date]

Important notice

Disclaimer

While all reasonable care has been taken in preparing this Protocol, neither Skill Insight Ltd, ForestWorks Ltd nor any other person involved in its preparation gives any warranty regarding its accuracy, completeness, currency or suitability for any particular purpose. This Protocol is general in nature and does not take into account the specific circumstances of, and legal obligations that may apply to, particular training activities (including taking into account the specific land, the jurisdiction in which the activities will occur, and the identity and legal obligations imposed on the relevant entities). ForestWorks Ltd recommends that you assess the relevance and accuracy of the Protocol and obtain your own independent legal, commercial and technical advice before entering into any agreement binding you to the terms of this Protocol. To the extent permitted by law, neither Skill Insight Ltd nor ForestWorks Ltd accepts any liability for loss or damages incurred as a result of entering into an agreement adopting any or all of the terms of this Protocol or any other reliance placed upon the content of this Protocol.

Currency

Without limiting the above, this Protocol has not been reviewed or revised since the date specified above. It is not recommended that you enter into an agreement adopting any or all of the terms of this Protocol or any otherwise use this Protocol if it has been more than two years since its review. You should take into account the most recent review date in assessing the relevance and accuracy of this Protocol for your particular purposes.

1. Definitions

Acting in good faith: Acting honestly and fairly with a sincere intention to fulfil the agreed purpose or obligations. This implies cooperating with other parties and not undermining their interests.

Australian Qualifications Framework (AQF): Australia's national system for classifying and regulating education and training qualifications. It ensures consistent standards across different levels of training and assessment.

Australian Skills Quality Authority (ASQA): The national regulator for vocational education and training providers in Australia. An RTO must be registered with ASQA (or the relevant state or territory regulator) to deliver nationally recognised training as outlined in this Protocol.

Biosecurity: Measures and regulations designed to prevent the spread of pests, diseases, or invasive species. In practice, biosecurity restrictions may include cleaning tools and equipment, as well as controlling the movement of soil and plant material when transitioning between sites, to protect the environment and comply with relevant laws.

Cultural Heritage Management Plan (CHMP): A formal plan (often legally required) that outlines how a project or activity will avoid or manage impacts on Aboriginal or Torres Strait Islander cultural heritage sites. If tree felling training is planned on land with cultural significance, a CHMP or similar permit may be required to ensure the protection of cultural heritage during the training.

Duty of Care: A legal obligation to take reasonable care to avoid causing harm to others. For example, a landowner has a duty of care to ensure the training site is safe for persons invited to enter its premises (including learners, trainers and assessors), and an RTO has a duty of care to its learners to conduct training safely and responsibly, and to its employees (including trainers and assessors who are employees) to provide them with a safe working environment.

Exclusion Zone (No-go area): An area designated as off-limits during training activities. Exclusion zones are established to prevent people from entering hazardous areas and to protect sensitive environments or cultural sites. They ensure that no unauthorised or unsafe entry occurs into areas where tree felling or related high-risk activities are taking place.

First Nations peoples and Traditional Custodians: Aboriginal and Torres Strait Islander people who have ancestral ties, cultural responsibilities, and authority over specific lands and waters. They are the Traditional Owners and Custodians of those areas and have the right to guide or control access to land, including trees, to protect their cultural values and heritage.

Forest Codes of Practice: Official guidelines or regulations (often set by government or industry bodies) for sustainable and safe forestry operations. They cover how activities like tree felling should be conducted to meet safety, environmental, and operational standards. Under this Protocol, all tree felling training must adhere to these codes – for instance, by following rules on selecting trees, felling methods, and protecting the surrounding environment.

ForestWorks Ltd: ForestWorks Ltd, an industry-owned not-for-profit organisation that facilitates programs to sustain a highly skilled and qualified workforce in industries including the forest, wood and timber industries, and that has established this Protocol with a view to facilitating training and assessment in basic, intermediate and advanced tree felling skills and related competencies.

Job Safety Analysis (JSA): A safety planning process (and document) that breaks down a job or task into steps to identify potential hazards and appropriate control measures. It serves a similar purpose to an SWMS. In this context, a JSA would be prepared for tree felling training tasks to ensure that both the RTO and the landowner understand the risks and how they will be managed before work commences.

Native Title: The *recognition* under Australian law of the traditional rights and interests of Aboriginal and Torres Strait Islander people in land and waters, as defined in the *Native Title Act 1993 (Cth)*. Suppose training is to occur on land where Native Title exists. In that case, the RTO may need to consult with and obtain consent from the relevant Traditional Owners or Native Title holders before proceeding.

Personal Protective Equipment (PPE): Safety gear and clothing worn to minimise the risk of injury during hazardous activities. In tree felling training, required PPE includes items such as helmets, eye and hearing protection, chainsaw chaps (leg protection), gloves, and high-visibility clothing – all designed to protect participants from falling debris, loud noise, chainsaw cuts, and other potential hazards.

Public Liability Insurance: Insurance that covers legal liability for third-party injury or property damage that might occur in connection with the activities. In the context of this Protocol, it ensures that if a member of the public, a learner, or property is harmed during the training (for instance, a falling tree causes damage), there is insurance to cover the costs or compensation.

Registered Training Organisation (RTO): A training provider that is officially registered with the appropriate regulator, such as ASQA or a State training regulator, to deliver nationally recognised vocational training and qualifications. RTOs in this Protocol are responsible for conducting tree felling training and assessments in accordance with national standards.

Safe Work Method Statement (SWMS): A document that outlines the high-risk work activities to be carried out, the hazards involved, and the measures to control those risks and ensure safety. In this Protocol, the RTO must prepare a site-specific SWMS for tree felling training, detailing how the training will be conducted safely. This SWMS is typically reviewed and approved by the Tree/Landowner or Manager before training begins.

Skill Insight Ltd (Skills Insight): A not-for-profit, government funded, industry-led organisation, and one of ten Jobs and Skills Councils (JSCs). Through research and collaboration, Skills Insight works with stakeholders who share a passion for improving skills and training across the agribusiness, fibre, furnishing, food, animal and environment care industries providing powerful insights on Australia's skills system to benefit industry, learners and their career development, and support the skills ecosystem responsiveness to current and emerging workforce challenges and opportunities.

Standards for RTOs (2025): The official set of quality standards that all Registered Training Organisations must comply with as of 1 July 2025. These standards cover how RTOs manage training and assessment, trainer qualifications, student support, and overall compliance. Under this Protocol, RTOs are expected to deliver training in accordance with these Standards (2025 edition), ensuring the training meets the latest national quality requirements.

Training and Assessment: The process of delivering vocational education/training and then evaluating a learner's competence against predefined criteria. This includes both practical instruction (e.g., demonstrating tree felling techniques in the field) and formal assessment of knowledge and

skills (e.g., testing whether the learner knows the names of cuts used in tree felling and observing the learner fell a tree). All training and assessment under this Protocol must meet the requirements of the relevant nationally recognised units of competency and the Australian Qualifications Framework (AQF).

Tree/Landowners or Managers: Individuals or entities who own, manage, or hold custodianship over the land and trees used for training. This can include private landowners, companies, government agencies, Indigenous land councils, or community groups.

Unit of Competency: A specific component of a national training package that defines a particular skill and the standard of performance required. Each unit of competency describes what a learner must be able to do and know (and under what conditions) to be deemed competent in that skill. For example, *FWPCOT3350 – Fell trees manually (intermediate)* is a unit of competency that outlines the required skills and knowledge for intermediate-level tree felling. The training and assessment conducted in part under this Protocol is structured around such units of competency to ensure nationally consistent outcomes.

Unlawful conduct: Any action or omission that violates Australian Commonwealth, State, or Territory laws, regulations, or codes of practice. In the context of this Protocol, examples of unlawful conduct include activities such as felling trees without required permits or breaching environmental protection laws during training.

Workers' Compensation Insurance: A legally required insurance that provides coverage for workers who suffer injury, illness, or death in the course of their employment. For this Protocol, it ensures that if any workers are injured during the tree felling training activities, their medical expenses and rehabilitation costs are covered according to the relevant State/Territory workers' compensation scheme.

Workplace Health and Safety (WHS): The framework of laws and practices aimed at ensuring health and safety in workplaces, defined by acts such as the *Work Health and Safety Act 2011 (Cth)* and corresponding or similar State/Territory laws. Both the RTO and the Tree/Landowner or Manager must comply with WHS obligations – for example, by identifying and controlling hazards, training participants in safety procedures, and maintaining a safe environment during all training and assessment activities.

2. Parties

2.1 This Protocol is made between:

Tree/Landowners or Managers: Individuals, organisations, government agencies or groups, each of whom owns, manages, or has custodianship over land and trees suitable for training and assessment purposes, and have authority to grant access to the land and trees for those purposes.

And

Registered Training Organisations (RTOs): Training providers registered with the Australian Skills Quality Authority (ASQA) or relevant State/Territory regulator to deliver nationally recognised training.

A list of signatories to this Protocol is provided in section 14 – Acknowledgement of this document and will be maintained by ForestWorks as entities sign, or withdraw from, this Protocol from time to time.

2.2 Tree/Landowners or Managers may include, but are not limited to:

- Commercial forestry companies
- Commonwealth and State/Territory government agencies
- Educational institutions or research stations
- Environmental or land stewardship groups
- First Nations peoples and Traditional Custodians
- Industry associations
- Industry training advisory boards
- Land Councils
- Local councils or government agencies
- Mining companies
- Plantation owners
- Private landowners
- Sport and recreation facilities owners/managers
- Utility companies

2.3 Registered Training Organisations may include, but are not limited to, the following types of training providers that are registered by the Australian Skills Quality Authority or relevant State / Territory regulator to deliver units of competency in basic, intermediate and advanced manual tree felling and related competencies:

- Private training providers
- Public training providers, including TAFE institutes
- Universities
- Enterprise training providers
- Community training providers

2.4 This Protocol is non-binding, participation is voluntary, and access to land and trees is subject to the approval in each case of the Tree/Landowners or Managers and any additional conditions of such access that may be agreed.

3. Purpose

- 3.1 To establish a set of collaborative, non-binding arrangements that facilitate access to trees for training and assessment in basic, intermediate and advanced manual tree felling skills and related competencies.
- 3.2 The purpose of this Protocol is not to provide specific or tailored advice to RTOs and Tree/Landowners or Managers about all of their legal obligations that may impact on the conduct of these activities. These obligations may vary depending on factors such as the jurisdiction, the specific entities involved, and characteristics of the land. RTOs and Tree/Landowners or Managers remain responsible for assessing that the arrangements specified in this Protocol are suitable for their needs and will facilitate them complying with their legal obligations, and ensuring that they agree any additional terms that are necessary for the purposes of such compliance.

4. Objectives

- 4.1 The objectives of this Protocol are to:
- Support the development of manual tree felling skills relevant to the forestry, arboriculture, emergency services and land management sectors.
 - Facilitate the identification and allocation of trees for training and assessment purposes.
 - Promote safety, cultural respect, and environmental responsibility in the training and assessment of tree felling skills.
 - Provide guidelines for collaboration between RTOs and Tree/Landowners or Managers on the allocation of trees for training and assessment purposes in relation to access, safety, risk management,

environment protection, legal compliance, cultural heritage management and communication.

5. Guiding Principles

5.1 The following guiding principles form the foundation of the relationship between Registered Training Organisations (RTOs) and Tree/Landowners or Managers. By entering into this Protocol, all signatories agree to uphold these principles and ensure that all activities, decisions, and arrangements are consistent with their spirit and intent:

5.1.1. Safety First – The safety and well-being of all learners, staff, observers, and the wider community is a shared responsibility.

5.1.2 Act lawfully – All signatories agree to conduct their activities in accordance with all applicable Commonwealth, State, and Territory laws, regulations, and Codes of Practice.

5.1.3. Mutual Respect – All signatories will engage respectfully, recognising each other's rights, responsibilities, and knowledge, including the cultural authority of Traditional Custodians.

5.1.4. Cultural Integrity – All signatories will observe and honour cultural Protocols and practices, particularly those guided by First Nations peoples and Traditional Custodians.

5.1.5. Environmental Responsibility – Activities will be planned and carried out to protect the natural environment, support land stewardship and prevent and minimise known biosecurity risks.

5.1.6. Transparency and Communication – All signatories are committed to open, honest, and timely communication to foster trust and resolve issues effectively.

5.1.7. Voluntary and Informed Participation – Engagement under this Protocol is voluntary and based on informed consent, with the ability to withdraw at any time.

5.1.8. Collaborative Accountability – RTOs and Tree/Landowners or Managers will work together to fulfil shared responsibilities and learn from experience.

5.1.9. Commitment and Good Faith – All signatories agree to develop and maintain a constructive relationship grounded in these principles and to act in good faith at all times.

5.1.10 Respect for Confidentiality and IP – All signatories agree not to use, distribute or commercialise any information, images, data or intellectual property owned or provided to it by another signatory, and not to use or disclose any of another signatory's confidential information, except for the purpose of the training and assessment activities covered under this Protocol, as required by law or as otherwise explicitly agreed in writing.

6. Scope of this Protocol

6.1 This Protocol is limited in scope to activities directly related to the use of trees and land for nationally recognised training and assessment in tree felling and related competencies as delivered by RTOs. These activities may include, but are not limited to:

- Pre-assessment inspections and risk assessments of trees and land
- Demonstrations of tree-felling techniques by qualified trainers
- Supervised practical training by learners using chainsaws and related equipment
- Formal competency-based assessments in accordance with relevant national units of competency
- Site clean-up and restoration following training and assessment activities
- Safe removal or management of felled material as agreed with the Tree/Landowner or Manager

6.2 This Protocol does not create a legal partnership, joint venture, or agency relationship between the parties, and it does not grant any signatory authority to bind any other signatory in any contractual or legal obligations.

6.3 Where a Tree/Landowner or Manager agrees to make trees available to an RTO for training and assessment activities within the scope of this Protocol, the Tree/Landowner or Manager and the RTO must enter into a written agreement binding them to comply with the terms of this Protocol, subject to any additional terms, conditions or limitations expressly set out in the agreement. This should include any departures

from or supplements to this Protocol that are necessary to facilitate both parties complying with their legal obligations in providing access for, or carrying out, the particular training and assessment activities.

- 6.4 All activities must be conducted in accordance with this Protocol, relevant laws, and any additional conditions specified by the Tree/Landowner or Manager in writing and included in the parties' written agreement.

7. Additional Arrangements Beyond Scope

- 7.1 This Protocol recognises that RTOs and Tree/Landowners or Managers may choose to explore or agree upon roles, responsibilities, or collaborations that extend beyond the scope of tree access for training and assessment as defined in this Protocol.
- 7.2 In such cases, the parties agree that any additional arrangements, such as commercial agreements, research partnerships, joint ventures, land use projects, or other services, will require a separate written agreement negotiated in good faith.
- 7.3 These separate agreements will clearly define the extended scope, terms, and obligations of the parties and will be distinct from this Protocol and any agreement legally binding the parties to comply with this Protocol.
- 7.4 It is envisaged that any such extended arrangements will continue to be guided by the principles set out in this Protocol, including mutual respect, cultural recognition, environmental responsibility, and clear communication.
- 7.5 Nothing in this Protocol prevents either party from entering into such arrangements, provided they are mutually agreed and documented independently.

8. Roles and Responsibilities

8.1 Introduction

- 8.1.1 Providing access to suitable trees for training and assessment in tree felling is a shared responsibility among RTOs, Tree/Landowners or Managers, and other parties to this protocol. All parties recognise that collaborative planning, clear communication, and mutual respect are essential to ensure that access arrangements are safe, lawful, culturally appropriate, and operationally feasible.

8.1.2 The parties agree to the following shared responsibilities:

- Collaborative Planning: RTOs and Tree/Landowners or Managers will work together to identify suitable trees and training sites. This will take into account species, size, condition, training level (basic, intermediate, advanced), seasonal factors, and land-use priorities.
- Respect for Conditions: RTOs will comply with the access conditions set by Tree/Landowners or Managers, while Tree/Landowners or Managers will consider reasonable requests for access based on training needs, timetables, and learner requirements.
- Cultural and Environmental Considerations: RTOs and Tree/Landowners or Managers will consult with Traditional Custodians and relevant stakeholders, where required, to ensure that access aligns with cultural heritage protections and environmental management responsibilities.
- Communication: Access arrangements will be confirmed in writing and updated as needed through timely, transparent communication between designated points of contact.
- Dispute Avoidance and Resolution: Any disagreements regarding tree access will be addressed in good faith, using the dispute resolution procedures outlined in this Protocol.

8.1.3 This joint responsibility framework reinforces the collaborative nature of this Protocol and supports the successful delivery of nationally recognised training and assessment in tree felling.

8.1.4 While RTOs and Tree/Landowners or Managers share joint responsibilities in facilitating safe, lawful, and culturally appropriate access to trees for training and assessment, each party also retains **specific responsibilities** that reflect their unique roles, expertise, and obligations. These particular responsibilities are detailed in Sections 8.2 and 8.3, and are essential for ensuring the integrity of training, the safety of all participants, and the protection of land, environment, and cultural values.

8.1.5 There are additional **negotiated responsibilities** that must be managed by either the RTO or the Tree/Landowner or Manager. These are listed in Section 8.4. Allocation of responsibility for these activities must be agreed between the RTO and the Tree/Landowner or Manager.

8.2 Responsibilities of Tree/Landowners or Managers

8.2.1 Tree identification and access

- Identify and nominate trees and areas of land suitable for tree felling training and assessment, considering safety, environmental, cultural heritage, and operational considerations.
- Provide prior written consent to RTOs for tree felling operations.
- Ensure that land access is granted with due regard to any relevant permits or approvals.

8.2.2 Safety

- Identify and communicate any known site-specific hazards, such as unstable terrain, hazardous trees, wildlife risks, or utility lines.
- Provide clear access instructions.
- Allow for site safety inspections or walk-throughs with the RTO before training events.
- Ensure that access and activities comply with all relevant legal obligations.

8.2.3 Environmental care

- Identify and communicate any environmentally sensitive areas on the property, including waterways, riparian zones, or wetlands; erosion-prone slopes; areas of native vegetation or threatened species habitat; biosecurity risks, and buffer zones for protected land or conservation areas.
- Ensure RTOs are made aware of any site-specific environmental protection measures, such as exclusion zones, no-go areas, or seasonal restrictions.
- Inform the RTO of any environmental management plans, permits, conservation agreements or biosecurity management plans that apply to the site.
- Provide feedback to the RTO if environmental care standards are not met.
- Work with the RTO to monitor the cumulative impact of using the same site for repeated training events.

8.2.4 Communication and notifications

- Notify the RTO of any changes in land use, ownership, or access conditions that may impact scheduled training activities.

8.2.5 Cultural heritage and community engagement

- Identify any known Aboriginal or Torres Strait Islander cultural heritage sites, areas, or trees on the property.
- Inform RTOs of any cultural access restrictions, such as no-go zones, supervised access conditions and seasonal or ceremonial exclusions.
- Ensure that any site-specific cultural or environmental sensitivities are communicated to the RTO in advance of activity commencement.

8.2.6 Support for training safety and logistics

- Make reasonable efforts to support the safe and efficient conduct of training and assessment activities on their land, including enabling access to designated roads, staging areas, tracks, or emergency points.
- Respect the training and assessment context by avoiding interference with or disruption to authorised RTO activities during the agreed-upon training and assessment times.

8.2.7 Site monitoring and incident reporting

- Collaborate with the RTO to address any incidents, property damage, or complaints arising from training activities in a timely and constructive manner.

8.2.8 Insurances

- Maintain public liability insurances covering injury to third parties, and damage to third party property, to a level commensurate with the risks involved in the training activities, unless the Tree/Landowner or Manager and the RTO agree it is more appropriate in the circumstances for insurance taken out by the RTO to also cover claims against the Tree/Landowner or Manager.
- Hold workers compensation insurance to the extent it is required to do so by law.
- Maintain property insurance covering damage to own property (which insurance should not exclude damage caused by tree felling activities).

8.3 Responsibilities of RTOs

8.3.1 Compliance with Training Package and Standards for RTOs 2025

- Deliver training and assessment in accordance with the Standards for RTOs 2025, the requirements of the Australian Qualifications Framework (AQF), and the current version of the following units of competency: FWPCOT2275 Fell trees manually (basic), FWPCOT3350 Fell trees manually (intermediate) and FWPCOT3351 Fell trees manually (advanced) and other related competencies, and any updated and/or replacement versions of these units of competency.
- Trainers and assessors have sound knowledge of tree identification and marking systems.
- Comply with age guidelines for learners engaged in manual tree felling as set out in the Companion Volume User Guide: Fell Trees Manually – April 2024 and any updated and/or replacement versions of this User Guide.

8.3.2 Tree access, information, permits and approvals

- Confirm in writing with the Tree/Landowner or Manager the number, type, species, condition, duration of felling activities, and location / geographical area of trees to be felled.
- Confirm that prior written consent has been provided by the tree/landowner for tree felling operations. Confirm that the Tree/Landowner or Manager has obtained any permits or approvals from the appropriate authorities required for tree felling activities.

8.3.3 Safety and risk management

- Conduct thorough, site-specific risk assessments before any training activity to identify potential hazards and implement appropriate control measures.
- Prepare and submit a site-specific Safe Work Method Statement (SWMS) and/or Job Safety Analysis (JSA) for approval by the Tree/Landowner or Manager.
- Confirm that selected trees are suitable and lawful for the intended training and assessment.
- Provide comprehensive induction training for all personnel and participants, covering site-specific hazards, emergency procedures,

safety protocols, cultural sensitivities, biosecurity risks, and environmental care.

- Ensure all participants, trainers, and assessors possess and correctly use personal protective equipment (PPE), including helmets, eye and hearing protection, chainsaw chaps, gloves, and high-visibility clothing.
- Maintain a safe and orderly training environment by managing fuel, equipment, noise, debris, and site access in accordance with safety and environmental standards.
- Manage access to the training site to prevent unauthorised persons from entering during training operations.
- Supervise learners at all times during practical training and assessment involving high-risk activities.
- Ensure trainers and assessors are appropriately qualified and competent to deliver and supervise high-risk work such as chainsaw operations and tree felling.
- Enforce all agreed safety controls consistently and immediately address any breaches or unsafe behaviour.
- Ensure that all equipment and machinery used in training are suitable, properly maintained, and operated in accordance with the manufacturer's guidance and relevant Codes of Practice.
- Comply with all applicable Commonwealth, State, and Territory WHS legislation, including the Work Health and Safety Act 2011 (Cth) and relevant industry Codes of Practice (e.g., Managing Risks of Tree Work).
- Establish and maintain emergency response procedures, including evacuation plans, a qualified on-site first aider, and access to communication devices.
- Avoid conducting training activities during high-risk fire danger days or extreme weather events.
- Immediately report all incidents, near misses, and injuries to the relevant regulatory authority and notify the Tree/Landowner or Manager.
- Regularly review and improve safety procedures in consultation with staff, learners, and relevant stakeholders.

8.3.4 *Environmental care*

- Observe all Commonwealth and State/Territory environmental legislation, including the *Environment Protection and Biodiversity Conservation Act 1999* (Cth), relevant state-based laws and Codes of Practice.

- Comply with applicable environmental management plans, including varying environmental controls across the work site.
- Prevent soil erosion, minimise vegetation damage, and avoid disturbing watercourses or wetlands during training activities.
- Prevent or minimise biosecurity risks, such as the introduction or spread of weeds, pests, or diseases, through proper hygiene, vehicle wash-down, decontamination practices and compliance with Biosecurity Management plans.
- Report any accidental environmental damage or pollution immediately to the relevant authority and the Tree/Landowner or Manager and take prompt corrective action.

8.3.5 Site restoration

- Agree in advance with the Tree/Landowner or Manager on expectations for post-felling clean-up and site restoration.
- Restore the training site to a safe and tidy condition after use, including removal of waste, equipment, and, where agreed, felled material.
- Ensure all tools, equipment, signage, and waste are removed from the site following the activity.
- Communicate completion of make-good tasks to the Tree/Landowner or Manager and address any feedback or concerns in good faith.
- Where appropriate, contribute to replanting or site rehabilitation in areas impacted by repeated training use or agreed disturbance.

8.3.6 Inspection, documentation and record keeping

- Permit the Tree/Landowner or Manager, or their authorised representative, to inspect training and assessment activities while on site, provided reasonable notice is given unless urgent safety concerns require immediate access.
- Address and rectify any issues identified during a site visit promptly.
- Comply with any post-activity inspection or rectification requests made by the Tree/Landowner or Manager.
- Maintain detailed records of learners and training and assessment activities, including attendance, personal contact details, names of individuals to be contacted in the event of an emergency/incident, site absence, results, and evidence of competency.

- Provide the Tree/Landowner or Manager with access to relevant documentation upon request, subject to applicable privacy and confidentiality obligations.

8.3.7 Insurance

- Maintain valid and current public liability insurance covering injury to third parties, and damage to third party property, to a level commensurate with the risks involved in the training activities, which in the circumstances referred to in Section 8.2.8 should also cover claims against the Tree/Landowner or Manager.
- Ensure the public liability insurance covers trainers and assessors employed by the RTO and learners.
- Ensure the public liability insurance also covers trainers and assessors who are independent contractors, unless the trainer or assessor is obliged to maintain their own public liability insurance under the contract between the trainer or assessor and the RTO.
- Ensure the public liability insurance does not exclude from cover claims brought by one insured against another insured (to ensure that cover will be available in a situation where an insured injures another insured; for example, where a learner injures a trainer during training activities).
- Hold workers' compensation insurance as required by law.
- Maintain compulsory third party insurance covering third-party compensation claims by persons injured in a motor vehicle accident in respect of all vehicles that are used in connection with the tree felling activities
- Provide insurance documentation upon request to all relevant parties.

8.3.8 Cultural and heritage management

- Comply with all relevant Commonwealth and State/Territory cultural heritage legislation, regulations, and local cultural heritage management plans when conducting training activities under this Protocol. This includes, but is not limited to, the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth), the *Native Title Act 1993* (Cth), and equivalent cultural heritage legislation in each jurisdiction.
- Ensure that activities do not damage, disturb, or interfere with sites of cultural, historical, or spiritual significance, including those identified or registered by Traditional Custodians, Elders, or cultural heritage bodies.

- Before undertaking training on land managed or traditionally owned by First Nations peoples, Registered Training Organisations (RTOs) will engage in consultation with the relevant Traditional Custodians to identify any cultural heritage concerns, obtain consent, and follow agreed-upon Protocols.
- Cease all work immediately if a site or item of potential cultural significance is discovered during training activities, and notify the Tree/Landowner or Manager, the relevant Traditional Custodians, and the appropriate authorities.
- Ensure that staff and students receive appropriate cultural awareness briefings before entering land that may contain cultural heritage values.

8.3.9 Communication, respect and continuous improvement

- Engage respectfully with Tree/Landowners or Managers, honouring agreed access conditions, cultural sensitivities, and site management instructions.
- Notify Tree/Landowners or Managers promptly of any incidents, hazards, or issues that arise during training activities.
- Ensure that all staff, contractors, and learners act respectfully toward the land, facilities, wildlife, and any nearby neighbours or other users.
- Avoid excessive noise, vehicle damage, or interference with other operations or property uses.
- Seek feedback from Tree/Landowners or Managers to continuously improve the partnership and onsite delivery process.

8.4 Negotiated responsibilities

Responsibility for the following must be agreed between the RTO and the Tree/Landowner or Manager.

8.4.1 Permits

- Obtain any permits or approvals from the appropriate authorities required for tree felling activities to be conducted by the RTO.

8.4.2 Site restoration

- Remove or neatly stack felled timber, branches, and debris as agreed, ensuring fire risk and access impacts are minimised.

- Fill or stabilise any ruts, holes, or soil disturbance caused by equipment or felling activity.

8.4.3 Safety

- Confirm restrictions or conditions related to weather, fire danger, operational activities, or access limitations.
- Confirm that nominated trees are safe to approach and fell and are not structurally compromised in a way that would introduce undue risk to learners or trainees.
- Mark or identify approved trees and zones and restrict access to any hazardous or unauthorised areas.
- Maintain safety standards for roads, tracks, and staging areas used to access training zones.
- Prevent unauthorised personnel (e.g., contractors, public, livestock) from entering active training areas during scheduled activities.
- Restrict access when the site is considered unsafe due to weather, environmental conditions, or operational conflict.
- Participate in incident response coordination on the property where felling activities are taking place.

8.4.4 Environmental care

- Nominate training trees and access areas that minimise ecological disturbance.
- Prioritise the use of trees that are already marked for removal or identified as low ecological value (e.g., storm-damaged, diseased, or overcrowded).
- Impose reasonable limits on access during wet weather or vulnerable periods to prevent soil degradation and damage to vegetation.
- Restrict the use of machinery in ecologically sensitive zones.
- Prohibit the disposal of any waste, fuel, or chemicals on the property without prior approval.
- Ensure that all waste materials, including tree debris, fuel, and chemicals, are handled, stored, and disposed of in an environmentally responsible manner.
- Where required, obtain environmental clearances, permits, or approvals before undertaking activities that may impact protected species, habitats, or landforms.

- Collate information on environmental and biosecurity management plans, permits, or conservation agreements that apply to the site.
- Participate in post-training inspections to ensure minimal environmental impact and restoration where necessary.
- Identify post-training restoration measures
- Monitor the cumulative impact of using the same site for repeated training events.

8.4.5 Cultural heritage and community engagement

- Identify any protocols or requirements applicable to training activities on culturally sensitive land.
- Ensure that tree-felling activities comply with all applicable laws regarding cultural heritage.
- Organise a Cultural Heritage Management Plan (CHMP) or permit for proposed tree felling training activities, if required.
- Engage with Traditional Owners or custodians where appropriate.
- Encourage all personnel involved in training to behave in a culturally respectful manner, particularly in areas with known or suspected heritage significance.
- Restrict access to any areas where cultural heritage assessments have not been completed or where significance is uncertain.
- If new cultural heritage is discovered (e.g., artefacts, burial sites, or scarred trees), ensure that all activities cease in the area and that the appropriate authority or Traditional Owners are contacted immediately.
- Where relevant, liaise with neighbouring landholders, community members, or Traditional Custodians to ensure activities are coordinated and culturally appropriate.

8.4.6 Site monitoring and incident reporting

- Monitor the condition of the site following training and assessment activities.

8.4.7 Inspection arrangements

- Establish and maintain a practical inspection process to ensure safety and quality.
- Provide notification of any inspection to all relevant parties unless urgent access is required for safety or environmental reasons.

8.4.8 Dispute resolution

- Establish and implement a dispute resolution procedure.
- Provide information to all relevant parties on the dispute resolution procedure.

9. Communication and Scheduling

- 9.1 All training and assessment activities conducted under this Protocol must be preceded by timely and clear communication between the RTO and the Tree/Landowner or Manager.
- 9.2 Access to land and trees must be requested and confirmed in writing (email is acceptable), including details such as the proposed date, time, location, activity type, number of participants, and any specific equipment to be used.
- 9.3 RTOs must provide a minimum notice period of ten (10) working days for all scheduled activities, unless otherwise agreed in writing by the Tree/Landowner or Manager.
- 9.4 Tree/Landowners or Managers have the right to approve, decline, or reschedule access to the land based on operational, environmental, cultural, or seasonal considerations.
- 9.5 All parties involved in agreements developed under the terms of this Protocol will designate a primary point of contact responsible for communication and coordination. These contact details should be shared at the time of entering into any agreement and updated as required.
- 9.6 In the event of a change to scheduled activities (e.g. due to weather, illness, operational demands), the initiating party must notify the other as soon as practicable and seek to negotiate an alternative arrangement.
- 9.7 A short pre-activity check-in is encouraged on the day of training to confirm that conditions remain safe and agreed Protocols can be followed.
- 9.8 Records of communications and approvals should be retained by all parties to support transparency and resolve any potential misunderstandings.

10. Risk Allocation

10.1 Mutual Responsibility for Safety and Regulatory Compliance

Each signatory agrees to take reasonable steps to avoid causing harm, loss or damage to any other signatory, learners, trainers, assessors and third parties (including other visitors to the land on which training activities occur), as a result of training activities, including by complying with its responsibilities as set out in Section 8. Each signatory also agrees to accept responsibility for the acts or omissions of its employees, contractors, participants and invitees.

Each signatory also agrees that it is responsible for identifying, understanding and complying with all obligations that are imposed on it by law (including those of the Commonwealth and State/Territory legislation, regulations, and codes of practice specified in Appendix A that are applicable) in order to achieve the principle referred to in Section 5.1.2. While a signatory may be assisted in such compliance activities by another signatory undertaking its roles and responsibilities under this protocol, this will not relieve the first signatory from responsibility for its own compliance.

10.2 Responsibility for Wrongful Acts

At law, each signatory will bear responsibility for certain losses, damages, costs, and expenses that may be suffered or incurred by it or by another signatory as a result of training activities, including as a result of any claim that may be made against either of them by a person (including learners, trainers and assessors) who may have suffered injury or harm. A signatory will have such responsibility to the extent that the claim or any other loss, damage, cost or expense results from injury or harm to persons (including staff, students, contractors, or members of the public); damage to land, trees, equipment, or property, or other event or issue, in each case caused by either of the following:

- breach of this protocol by the signatory
- a negligent or other tortious act or omission (including breach of any duty of an occupier of premises, or breach of statutory duty) of the signatory.

This means that two (or more) signatories may share between them responsibility for a particular claim, loss, damage, cost or expense. For example, this may be the outcome where either:

- both signatories have both contributed to the claim, loss, damage, cost or expense through their fault
- loss, damage, cost or expense results from the fault of one signatory but it is not recoverable at law by the other signatory that has suffered or incurred it.

10.3 Limit on Tree/Landowner or Manager's Liability

The signatories acknowledge that Tree/Landowners or Managers grant access to their trees and land for training activities, and take on the associated risk, for limited or no direct benefit to themselves.

Accordingly, RTOs agree that any liability of a Tree/Landowner or Manager in relation to a claim made against an RTO for personal injury (including death or mental harm), or other loss or liability incurred by an RTO as a result of such an injury, will be limited to the amount of the coverage of the public liability insurance that the Tree/Landowner or Manager has taken out, or should have taken out under this protocol.

10.4 Responsibility of RTO

In further recognition of the benefit to RTOs in being granted access to a Tree/Landowner or Manager's land and trees, each RTO agrees that it will bear responsibility for the amount of any losses, damages, costs, and expenses that may be suffered or incurred by the Tree/Landowner or Manager as a result of training activities, including as a result of any claim that may be made against the Tree/Landowner or Manager by a learner, trainer, assessor or third party, to the extent that the Tree/Landowner or Manager is not responsible for bearing that responsibility under Section 10.2 (disregarding the operation of Section 10.3 for this purpose).

10.5 Insurance

Each Party commits to holding appropriate and current insurance coverage, including as specified in Section 8.2.8 or Section 8.3.7 (as applicable).

10.6. Good Faith and Communication

In the event of an incident or potential claim arising from tree felling activities, each signatory agrees to notify each other affected signatory as soon as practicable, and to work together in good faith to manage the matter and minimise impacts. This may include doing anything reasonably necessary to understand the coverage that may be available under one or both signatories' insurance and any applicable conditions on such coverage, to ensure that the insured persons comply with those conditions and do not do anything that may adversely affect the availability or amount of insurance coverage.

10.7 Handling of Claims

If a claim or allegation is made, or proceedings commenced, against a signatory by a third party as a result of training activities conducted under this protocol, and that signatory expects another signatory to bear some or all of the responsibility for amounts suffered or incurred as a result of that claim under Section 10.2 or Section 10.4, that signatory will, in negotiating, defending or otherwise taking steps in relation to such a claim, allegation or proceeding:

- diligently defend and seek to resolve, settle or compromise the claim, allegation or proceeding
- to the extent reasonably practicable consult, acting reasonably, with the other signatory with respect to the claim, allegation or proceeding (including any proposed resolution, settlement or compromise) and have regard to the input provided through such consultation.

11. Duration and Termination

11.1 This Protocol comes into effect on the date the first RTO or Tree/Landowner or Manager signs it and will remain active until formally reviewed, revised, or terminated by this section. Other parties may sign and become party to this Protocol at any time.

11.2 This Protocol is intended to support a collaborative, multi-party relationship involving multiple RTOs and Tree/Landowners or Managers. It remains in effect for each signatory unless and until they formally withdraw, or this Protocol is terminated as a whole.

- 11.3 This Protocol does not have a fixed expiration date. Still, it should be reviewed at least every two (2) years (refer to Section 13: Maintenance and Renewal). Signatories should take extra care in entering into agreements binding themselves to comply with this Protocol if for any reason the Protocol has not been recently updated, as there is a higher risk of this Protocol not accurately reflecting the signatories' obligations at law.
- 11.4 Any signatory to this Protocol may withdraw from involvement by providing at least thirty (30) days' written notice to ForestWorks, unless a shorter timeframe is mutually agreed upon. If that signatory is in active discussions with any other signatory about training and assessment activities that would have fallen within the scope of this Protocol, the withdrawing signatory should also notify that other signatory.
- 11.5 Withdrawal by one signatory does not affect the validity of this Protocol for the remaining parties, nor does it affect the terms of any agreements in place between that signatory and any other signatories.
- 11.6 Notice of withdrawal must be provided in writing (email or letter) and include the reason for withdrawal and the intended date of effect.
- 11.7 ForestWorks may terminate this Protocol by informing each of the signatories in writing (email or letter) of the termination, the reasons for such termination, and the intended date of effect. ForestWorks may do so if, for example, it considers that this Protocol is no longer necessary or suitable to achieve its stated purpose and objectives, or if ForestWorks is no longer willing and able to fulfil the role of maintaining and managing this Protocol.
- 11.8 All signatories agree to fulfil any outstanding responsibilities, such as reporting, site restoration, or communication obligations, following termination or withdrawal.
- 11.9 Termination of this Protocol does not affect any agreements in place between signatories that apply any or all of the terms of this Protocol, subject to the terms of such agreements.
- 11.10 This Protocol does not prevent future re-engagement or the development of new collaborative agreements among the same or different parties.

12. Dispute Resolution

12.1 In the event of a disagreement or dispute arising from this Protocol, the following process shall be followed:

1. **Informal Resolution:**

The signatories who are the parties to the dispute will first attempt to resolve the issue promptly and in good faith through informal discussions.

2. **Written Notification:**

If the dispute remains unresolved, either party may submit a written notice of the dispute to the other party, including relevant details and a proposed resolution.

3. **Meeting:**

Within 14 days of notice, the parties shall meet to discuss and resolve the dispute.

4. **Mediation (Optional):**

If no resolution is reached, the parties may mutually agree to engage with an independent mediator, with the costs to be shared equally.

5. **Non-Binding Nature:**

As this is a non-binding Protocol, parties may withdraw from cooperation without incurring legal consequences, provided that they have made good-faith efforts to resolve the matter. This is subject to the terms of any agreement that any signatory may have entered into that may bind it to comply with any or all of the terms of this Protocol.

13. Maintenance and Renewal of this Protocol

13.1 This Protocol is intended as a living document that reflects the shared intent and understanding of the signatories involved.

13.2 If any signatory considers that changes to, or a review of, this Protocol is necessary or appropriate to ensure it remains relevant, practical, and aligned with current practices, legislation, and community expectations, that signatory should inform ForestWorks of its view.

13.3 A formal review of this Protocol, led by ForestWorks, should be undertaken at least every two years, or earlier if ForestWorks considers it appropriate to do so (including in light of any feedback provided by any of the signatories).

- 13.4 ForestWorks will determine how any review of this Protocol will be conducted. The review may consider changes in training practices, legislation, cultural protocols, land management practices, or feedback received from stakeholders. All of the signatories agree to provide reasonable input as part of such a review process on request by ForestWorks.
- 13.5 ForestWorks may determine that this Protocol will be varied or replaced from time to time as it considers appropriate to ensure it remains relevant, practical, and aligned with current practices, legislation, and community expectations. Such a determination may be made as a result of any review or otherwise. ForestWorks will inform each signatory in writing (email or letter) of the revision or replacement, and the intended date of effect. ForestWorks will also publish the revised or replacement Protocol.
- 13.6 ForestWorks may determine as a result of a review of this Protocol that no revision or replacement is required. In such an event, ForestWorks will inform each signatory in writing (email or letter) of that fact and the date by which the next formal review is due.

14. Acknowledgment

By signing below, all parties confirm their mutual understanding and intention to cooperate in accordance with the terms of this non-binding Protocol.

Name and Position	Organisation	
Signature		Date

Name and Position	Organisation	
Signature		Date

Name and Position	Organisation
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Siganture	Date

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Appendix A - Commonwealth, State and Territory legislation regulations and codes of practice related to tree felling

Commonwealth Legislation

- Environment Protection and Biodiversity Conservation Act 1999 (Cth)
- Work Health and Safety Act 2011 (Cth)

Australian Capital Territory (ACT)

- Urban Forest Act 2023 (ACT)
- Tree Protection Act 2005 (ACT)

New South Wales (NSW)

- Biodiversity Conservation Act 2016 (NSW)
- Local Land Services Act 2013 (NSW)
- Environmental Planning and Assessment Act 1979 (NSW)

Victoria

- Planning and Environment Act 1987 (Vic)
- Local Government Act 1989 (Vic)

Queensland

- Vegetation Management Act 1999 (Qld)
- Planning Act 2016 (Qld)

South Australia

- Planning, Development and Infrastructure Act 2016 (SA)
- Native Vegetation Act 1991 (SA)

Western Australia

- Environmental Protection Act 1986 (WA)
- Local Government Act 1995 (WA)

Tasmania

- Land Use Planning and Approvals Act 1993 (Tas)
- Forest Practices Act 1985 (Tas)

Northern Territory

- Planning Act 1999 (NT)
- Heritage Act 2011 (NT)

Codes of Practice and Guidelines

- Guide to Managing the Risks of Tree Work (Safe Work Australia)
- Safety in Forest Harvesting Operations: Code of Practice (SafeWork NSW)
- Forest Practices Code (Forestry Corporation of NSW)
- Forest Safety Code (WorkSafe Tasmania)

Local councils often have their own regulations and planning schemes that protect specific trees or vegetation. These may include Tree Preservation Orders (TPOs) or Significant Tree Registers.

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