

Tree Felling Training Activities Access Agreement Version 2 – 13 October 2025

1. Background

- 1.1 The RTO is a registered training organisation that conducts nationally recognised training programs in manual tree felling at basic, intermediate, and advanced levels.
- 1.2 The Tree or Land Owner or Manager owns or looks after land with trees and is willing to make some of those trees available for learners from the RTO to use for training and assessment.
- 1.3 Both the RTO and the Tree/Landowner or Manager have signed the Protocol.
- 1.4 This agreement explains how the training and assessment activities will be carried out and what terms both parties have agreed to follow.

2. Details

2.1. Registered Training Organisation (RTO)

Full Legal Name	
ACN / Other Entity Number (if applicable)	
ABN	
RTO Code	
RTO Registration Expiry Date	

2.2. Tree / Land Owner or Manager

Full Legal Name	
ACN / Other Entity Number (if applicable)	
ABN	

2.3. Trees For Felling and Location of Felling Operation

Property / Site Name	
Street Address or Location Description	
Title Reference / Lot Number (if applicable)	
Access Instructions / Notes	
Description of trees to be felled and location of felling operation - append site map if required	

2.4. Training Activities

Commencement Date		End Date	
Type of Training Activities			

2.5. Protocol

Version of Protocol Used	
Supplements or Exclusions (if any)	

2.6. Representatives

RTO Representative	Name	
	Email	
	Phone	
Tree/Landowner or Manager Representative	Name	
	Email	
	Phone	

2.7. Notice and Correspondence Details

RTO	Address	
	Telephone	
	Email	
	Attention	
Tree/Landowner or Manager	Address	
	Telephone	
	Email	
	Attention	

3. Insurance

3.1 Tree/Land Owner or Manager - Place a tick (✓) in the box to show that current insurance cover is held as specified in the Protocol

Current policy	Type of insurance
	Public liability insurance
	Workers compensation insurance
	Property insurance

3.2 RTO - Place a tick (✓) in the box to show that current insurance cover is held as specified in the Protocol

Current policy	Type of insurance
	Public liability insurance
	Workers compensation insurance
	Compulsory third party insurance – motor vehicles

4. Responsibilities of RTO and Tree/Land Owner or Manager

4.1 Collaboration and shared responsibilities

4.1.1 Under this agreement, the RTO and the Tree/Landowner or Manager work together.

4.1.2 The parties each acknowledge and agree to accept and carry out 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.

4.1.3 Each party has its own specific responsibilities—things they must do because of their particular role, knowledge, or legal duties. These are listed in Appendix 1

4.1.4 Additionally, there are negotiated responsibilities—tasks that need to be agreed upon between the RTO and the Tree/Landowner or Manager. These are shown in Section 4.3. Both parties must agree who will take responsibility for each of these activities, so it's always clear who is doing what.

4.2 Specific Responsibilities

The RTO and the Tree/Land Owner or Manager each acknowledge and agree to accept and carry out the specific responsibilities assigned to them as set out in Appendix 1 of this Agreement.

4.3 Allocation of negotiated responsibilities

The following negotiated responsibilities must be undertaken by either the RTO and the Tree/Landowner or Manager. Indicate who will take responsibility for each of these tasks. Do this jointly by:

1. reviewing each negotiated responsibility listed in the table.
2. placing a **tick (✓)** in the box to show **which party** has been allocated responsibility for each item.
3. assigning each responsibility to **only one** party — do **not** mark any as “shared.”
4. ensuring all responsibilities are clearly and exclusively allocated before the table is finalised.

Protocol section	Negotiated responsibility	Party with responsibility for negotiated responsibility	
		RTO	Land/Tree Owner/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.		

Protocol section	Negotiated responsibility	Party with responsibility for negotiated responsibility	
		RTO	Land/Tree Owner/Manager
	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 compliance 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.		

5 Terms of agreement

By signing below, the RTO and the Tree/Landowner or Manager confirm that they have read this agreement, understand what it means, and agree to follow its terms [See Appendix 2].

6 Signatures

EXECUTED as an agreement

Executed by **[insert full name of Tree /Land Owner or Manager]** by its authorised representative in the presence of

Signature of witness

Name of witness (print)

Date (print)

Signature of authorised representative

Name of authorised representative (print)

Title of authorised representative (print)

Executed by **[insert full name of RTO]** by its authorised representative in the presence of

Signature of witness

Name of witness (print)

Date (print)

Signature of authorised representative

Name of authorised representative (print)

Title of authorised representative (print)

Appendix 1

1.0 Tree / Land Owner or Manager - Specific Responsibilities

The Landowner or Manager agrees to take full responsibility for the following activities

1.1 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.

1.2 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.

1.3 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.

1.4 Communication and notifications

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

1.1.5 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.

1.6 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.

1.7 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.

1.8 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).

2.0 RTO - Specific Responsibilities

The RTO agrees to take full responsibility for the following activities

2.1 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.

2.2 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.

2.3 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.

2.4 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, and 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

Appendix 2 - Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this agreement:

Additional Conditions means any conditions set out in item 6 of the Details section of this agreement.

Business Day means:

- (a) in relation to the receipt of a Notice, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place to which the Notice was sent (being the place in which the party's address for receipt of physical Notices is located for the purposes of clause 10.1(b)); or
- (b) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public holiday in the Jurisdiction.

Business Hours means the hours from 9.00am to 5.00pm on a Business Day.

Dispute means any dispute that arises between the parties in relation to any fact, opinion, matter or thing arising out of, or in any way in relation to the Training Activities or this agreement (including any questions relating to the existence, validity, construction or termination of this agreement).

Force Majeure Event means anything outside of the reasonable control of a party (which may include, for example, an act of God, fire, storm, earthquake, explosion, accident, war, rebellion, insurrection, sabotage, epidemic, pandemic as declared by the World Health Organisation, quarantine restrictions, transportation embargo, acts of terrorism, or restraint of any government agency).

Insolvency Event means, in respect of a person:

- (a) a resolution is passed for its winding up (other than for the purposes of solvent reconstruction or amalgamation);
- (b) a liquidator, provisional liquidator or receiver or receiver and manager, voluntary administrator, or administrator of a deed of company arrangement is appointed to all or any part of its property;
- (c) a receiver, receiver and manager, voluntary administrator or an administrator of a deed of company arrangement, is appointed to, or a mortgagee takes possession of, all or any part of its business or assets;
- (d) it makes any composition or arrangement or assignment with or for the benefit of its creditors;
- (e) it or any of its creditors appoints a voluntary administrator or a resolution is passed for that party to execute a deed of company arrangement;
- (f) it ceases, or threatens to cease, to carry on any material part of its business that is relevant to the performance of its obligations under this agreement;
- (g) any step is taken by a mortgagee to take possession or dispose of the whole or part of its assets, operations or business;
- (h) where it is a partnership, any step is taken to dissolve that partnership; or
- (i) having regard to its legal structure and the jurisdiction in which it has been established or operates, any event analogous to an event in any of paragraphs (a) to (h) occurs in relation to it.

Jurisdiction means the Australian State or Territory in which the Land is located.

Land means the land described in item 3 of the Details section of this agreement.

Law means:

- (a) the common law and equity;
- (b) any statute, regulation, by-law, ordinance or subordinate legislation; or
- (c) any licence, permit, authorisation, accreditation, code of practice, code of conduct or other requirement which is legally enforceable or which is issued under an instrument referred to in paragraph (b).

Notice means a notice given, or required to be given, under this agreement.

Personal Information means information or an opinion, whether true or not, and whether recorded in material form or not, about a natural person whose identity is apparent or can be reasonably ascertained.

Privacy Laws means the *Privacy Act 1988* (Cth) and any other applicable Laws in relation to privacy or the protection of Personal Information.

Protocol means the tree allocation protocol published by ForestWorks Ltd as at the date, or in the version, described in item 5 of the Details section of this agreement.

Representative mean each person appointed pursuant to clause 4(a) from time to time (including as that person is initially identified in clause 4(b) and changed from time to time under clause 4(c)).

RTO means the person described in item 1 of the Details section of this agreement.

Training Activities means the training activities of the nature described in the Protocol that are to be conducted under this agreement, as described in item 4 of the Details section of this agreement, and includes all of the activities before and after the conduct of the training activities that are described in the Protocol as falling within the scope of the Protocol.

Tree/Landowner or Manager means the person described in item 2 of the Details section of this agreement.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (d) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (e) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (g) the meaning of general words is not limited by specific examples introduced by **including**, **for example**, **such as** or similar expressions.

1.3 Headings

Headings in this agreement are for ease of reference only and do not affect interpretation.

2. Terms governing Training Activities

2.1 Agreement to be bound by Protocol

Each of the parties agrees to be bound by and comply with the terms of the Protocol in relation to the conduct of the Training Activities (except to the extent that any of the terms of the Protocol are displaced as contemplated by clause 2.3 or clause 2.4).

2.2 Allocation of negotiated responsibilities

- (a) For the purposes of the Protocol, the parties agree to allocate the negotiated responsibilities set out in section 8.4 of the Protocol as set out in the 'Allocation of negotiated responsibilities' section of this agreement.
- (b) Each of the parties acknowledges that:
 - (i) the 'Allocation of negotiated responsibilities' section of this agreement does not describe all of the activities that are required to be carried out in relation to the conduct of the Training Activities; and
 - (ii) in addition to the activities allocated to it under paragraph (a), it is (by virtue of clauses 2.1 and 2.3 respectively) also responsible for discharging the obligations allocated to it by way of:
 - (A) the other sections of the Protocol (including section 8.2 or section 8.3, as applicable); and
 - (B) any Additional Conditions.

2.3 Additional Conditions

- (a) The parties agree that each of the Additional Conditions forms part of this agreement.
- (b) In the event of any inconsistency between any of the Additional Conditions and any of the terms of the Protocol, the Additional Conditions prevail over those terms of the Protocol to the extent of that inconsistency.

2.4 Resolution of Disputes

If the parties establish a dispute resolution procedure for the purposes of this agreement, they agree that such a procedure will prevail over the dispute resolution process set out in the Protocol to the extent the agreed procedure applies to any Dispute.

3. Revision, replacement or termination of Protocol

If, during the term of this agreement, the Protocol is revised, replaced or terminated, or either party withdraws from the Protocol:

- (a) the parties agree to consult with one another to seek to agree whether any of the terms of this agreement should be varied (in accordance with clause 11.1), or any other steps taken, in light of that revision, replacement, termination or withdrawal; and
- (b) except to the extent agreed by the parties (in accordance with clause 11.1), the revision, replacement, termination or withdrawal will not impact on the terms of this agreement (including the version of the Protocol that the parties have agreed to be bound by and comply with).

4. Contract management

- (a) Each of the RTO and the Tree/Landowner or Manager must each appoint a representative who will be the first point of contact for any communications or issues relating to the Training Activities or the operation of this agreement, except to the extent that a party notifies the other party that a different person is the point of contact for particular communications or issues.

- (b) As at the date of this agreement, each party has appointed as its Representative the applicable person specified in item 7 of the Details section of this agreement.
- (c) A party may change its Representative at any time by giving notice to the other party, setting out the identity and contact details of the new Representative.
- (d) Each party must ensure that its Representative is available at all reasonable times to respond to queries from, and otherwise communicate with, the other party's Representative in relation to the Training Activities.

5. Evidence of insurance

Each party must, upon the reasonable request of the other party, provide the other party with satisfactory evidence that it has in place current insurances as required by the Protocol.

6. Warranties

6.1 Insurances

Each party represents and warrants to the other party that it has taken out, and will maintain throughout:

- (a) the period over which the Training Activities are conducted; and
- (b) in the case of insurances taking out on a claims made basis, the further period expiring seven years after the period referred to in paragraph (a),

each of the insurances that it is required to have in place under the Protocol.

6.2 Registration as registered training organisation

The RTO represents and warrants to the Tree/Landowner or Manager that:

- (a) it is registered as a registered training organisation under either:
 - (i) the *National Vocational Education and Training Regulator Act 2011* (Cth);
 - (ii) (if the Jurisdiction is Victoria and the RTO is not registered under paragraph (i)) the *Education and Training Reform Act 2006* (Vic); or
 - (iii) (if the Jurisdiction is Western Australia and the RTO is not registered under paragraph (i)) the *Vocational Education and Training Act 1996* (WA); and
- (b) its registration as referred to in paragraph (a) will be current as at the date of the Training Activities.

6.3 Capacity

Each party represents and warrants to the other party that:

- (a) it is validly existing under the laws of its place of incorporation or registration;
- (b) it has the power to enter into and perform its obligations under this agreement and to perform the activities contemplated by this agreement;
- (c) it has taken all necessary action to authorise its entry into and performance of this agreement;
- (d) its obligations under this agreement are valid and binding and enforceable against it in accordance with their terms; and
- (e) the execution, delivery and performance by it of this agreement will not:
 - (i) result in a breach of, or constitute a default under, any agreement or arrangement to which it is party or by which it is bound; or

- (ii) result in a breach of any Law or order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it is bound.

7. Privacy

7.1 Compliance with Privacy Laws

Each party agrees that, to the extent that it comes into possession of any Personal Information in the course of exercising its rights or performing its obligations under this agreement, it will comply with the provisions of all applicable Privacy Laws.

7.2 Disclosure of Personal Information

If either party makes available any Personal Information to the other party in connection with the Training Activities or this agreement, that party must ensure that it has obtained all consents, made all disclosures and given all notices necessary in order to enable the other party to collect, use, disclose, store and handle that Personal Information for the purposes of exercising its rights and performing its obligations under this agreement.

8. Events impacting on performance

8.1 Force Majeure Events

If a Force Majeure Event causes a party to be wholly or partially precluded from complying with its obligations under this agreement:

- (a) that party must use reasonable endeavours to cure, avoid or minimise the Force Majeure Event and its effect on the performance of the party's obligations under this agreement;
- (b) that party's obligations to comply with this agreement will be suspended to the extent that it is so precluded (except to the extent that the failure to perform is a result of the party failing to comply with its obligations under paragraph (a) in relation to the Force Majeure Event);
- (c) as soon as practicable, the party affected by the Force Majeure Event must give the other party notice of:
 - (i) the Force Majeure Event that is precluding it from complying with its obligations under this agreement;
 - (ii) the extent to which it is unable to comply with its obligations under this agreement; and
 - (iii) the steps it is taking or proposes to take under paragraph (a); and
- (d) the party affected by the Force Majeure Event must keep the other party reasonably informed of the continuing impact of the Force Majeure Event on the performance of its obligations under this agreement and the steps it is taking or proposes to take under paragraph (a).

8.2 Insolvency Events

Each party must notify the other party immediately if any Insolvency Event occurs in respect of it.

9. Term and termination

9.1 Term

This agreement:

- (a) starts on the date on which it is executed by the last of the parties to execute it; and

- (b) continues until the completion of the Training Activities and the discharge of all of the parties' obligations under this agreement in respect of the Training Activities, unless it is terminated earlier in accordance with its terms.

9.2 Termination for cause

A party may terminate this agreement for cause with immediate effect by giving notice to the other party if:

- (a) the other party materially breaches this agreement and fails to remedy the breach within 20 Business Days after receiving notice requiring it to do so;
- (b) the other party materially breaches this agreement where that breach is not capable of remedy; or
- (c) an Insolvency Event happens to the other party (subject to any applicable statutory stay on the exercise of rights, including sections 415D, 434J and 451E of the *Corporations Act 2001* (Cth) (as the case may be)).

9.3 Termination for extended Force Majeure Event

If a party is precluded from performing any material part of its obligations under this agreement as contemplated by clause 8.1 (whether that preclusion arises from one or more Force Majeure Events) for a period of one month or more, the other party may terminate this agreement with immediate effect by giving notice to that party.

9.4 Accrued rights and remedies

Termination or expiry of this agreement will not affect the accrued rights of the parties as at the effective date of expiry or termination.

9.5 Survival

All clauses of this agreement that:

- (a) anticipate performance after the termination or expiry of this agreement; or
- (b) are necessary or appropriate to interpret and enforce such clauses,

including clauses 1, 2.3(b), 9.4, 10 and 11 and this clause 9.5, will survive termination or expiry of this agreement.

10. Notices

10.1 Service of Notices

Any Notice must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid priority post or email to the recipient's address for Notices specified in item 8 of the Details section of this agreement, as varied by any Notice given by the recipient to the sender.

10.2 Effective on receipt

A Notice given in accordance with clause 10.1 takes effect when taken to be received (or at a later time specified in it) and, subject to clause 10.3, is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid priority post, on the third Business Day after the date of posting (assuming it is sent within Australia); or
- (c) if sent by email, when the sender's system registers that the email has passed the internet gateway of the sender's system (provided that no delivery failure is received by the sender within one hour of sending).

10.3 Event giving rise to receipt

If the event that would give rise to receipt of a Notice under clause 10.2 occurs at a time that is not on a Business Day or is after the end of Business Hours on a Business Day, the Notice is taken to be received at the start of Business Hours on the next Business Day.

11. General

11.1 Alterations

This agreement may be altered only in writing signed by each party.

11.2 Assignment and novation

Neither party may assign this agreement (or any right under it) or purport to novate any of its obligations under this agreement to another person without the prior written consent of the other party.

11.3 Costs

Each party must pay its own costs of negotiating, preparing and executing this agreement.

11.4 Counterparts

This agreement may be executed in counterparts, including electronic counterparts. All executed counterparts constitute one document.

11.5 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this agreement and any transaction contemplated by it.

11.6 Severability

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the terms of this agreement continue in force.

11.7 Waiver

A party does not waive a right, power or remedy if it fails to exercise, or delays in exercising, the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

11.8 Relationship

Except where this agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

11.9 Governing law and jurisdiction

This agreement is governed by the Laws of the Jurisdiction, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Jurisdiction.