

Tree Access Package

1 May 2026

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Important notice

Disclaimer

While all reasonable care has been taken in preparing the Tree Access Package which comprises the Tree Access Protocol, Tree Access Agreement and the Tree Access Toolbox, neither ForestWorks Ltd nor Skill Insight Ltd, nor any other person involved in their preparation, gives any warranty regarding their accuracy, completeness, currency, or suitability for any particular purpose.

The Tree Access Protocol, Tree Access Agreement and the Tree Access Toolbox are general in nature and do not take into account the specific circumstances of, and the legal obligations that may apply to, particular training activities (including the specific land, the jurisdiction in which the activities will occur, and the identity and legal obligations imposed on the relevant entities). It is recommended that users assess the relevance and accuracy of the Tree Access Protocol, Tree Access Agreement and the Tree Access Toolbox and obtain your own independent legal, commercial and technical advice before entering into any agreement that binds 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 damage incurred as a result of entering into an agreement adopting any or all of the terms of this Protocol or any other reliance placed on the content of this Protocol.

Currency

Without limiting the above, the resources in this package have not been reviewed or revised since their preparation. It is recommended that users do not enter into an agreement adopting any or all of the terms of the Tree Access Protocol, or otherwise use the Tree Access Protocol, the Tree Access Agreement or the Tree Access Toolbox, without obtaining appropriate legal and technical advice and assessing the relevance and accuracy of these products for their particular purposes.

Section One – Introduction

The Tree Access Package is designed to support the creation of collaborative relationships between registered training organisations (RTOs) and Tree/Landowners or Managers to provide access to trees for the training and assessment of learners in basic, intermediate, and advanced tree-felling skills and related competencies.

The Package comprises three key components. These are:

- Tree Access Protocol
- Tree Access Agreement
- Tree Access – Toolbox.

The Tree Access Protocol outlines an industry-developed framework within which RTOs and Tree/Landowners and Managers can form partnerships to provide access to trees for training and assessment. The Protocol sets out the guiding principles that underpin partnership arrangements, the responsibilities of each partner, the insurance each partner should hold, the approach to risk allocation, a mechanism for communicating and scheduling training activities, and a dispute resolution process.

The Tree Access Agreement is a template document that RTOs and Tree/Landowners and Managers can use to formalise partnership arrangements and to indicate their intention to comply with the Protocol.

The Tree Access Toolbox is a set of customisable resources that RTOs and Tree/Landowners and Managers may use to implement partnership arrangements that provide access to trees for the training and assessment of learners in basic, intermediate, and advanced tree-felling skills and related competencies.

These three resources are model documents. RTOs and Tree/Landowners or Managers are free to adopt the documents in their original form or modify the Protocol, the Tree Access Agreement, and the supporting tools to suit local conditions. RTOs and Tree/Landowners using these documents must ensure they are up to date, consistent with Commonwealth and State/Territory legislation, and compliant with any local government regulations. As such, RTOs and Tree/Landowners or Managers are responsible for maintaining the documents that they elect to use.

It is intended that the Tree Access Package will enable RTOs and Tree/Landowners and Managers to transition from ad hoc arrangements to structured, collaborative partnerships that follow the best practices outlined in the Tree Access Protocol.

Section Two – The Tree Access Protocol

Version table

Version number	Author	Date	Changes
One	Skills Insight with the support of ForestWorks	1 May 2026	N/A

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: 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.

Property Insurance: Insurance that covers loss or damage to physical assets, such as buildings, other structures, equipment and (where relevant and reasonably feasible) standing timber. In the context of this Protocol, it covers the replacement or repair of a Tree/Landowner or Manager's property in the event that it is lost or damaged as a result of the tree felling activities.

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.

Standing timber: Trees that are a physical asset capable of producing timber, logs, poles, posts, and pulpwood, while they are still growing and rooted and have not yet been harvested and processed into a finished product.

Tort: Conduct that the law treats as being legally wrong when a person commits it against another person, and which generally entitles the other person to claim damages for the loss or harm they have suffered. Torts under Australian law include negligence, assault, trespass to land or goods, nuisance and deceit.

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 The Tree Access Protocol, hereafter referred to as The Protocol, is made between:

A Tree/Landowner or Manager: Individuals, companies, 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

A registered training organisation (RTO): A training provider registered with the Australian Skills Quality Authority (ASQA) or relevant State/Territory regulator to deliver nationally recognised training.

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 must be registered with the Australian Skills Quality Authority or a relevant State/Territory regulator to deliver units of competency in basic, intermediate, and advanced tree felling and related competencies. RTOs may include, but are not limited to, the following types of training providers:
- Private training providers
 - Public training providers, including TAFE institutes
 - Universities
 - Enterprise training providers
 - Community training providers
- 2.4 Participation in this Protocol 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 and are documented in the Training Access Agreement signed by the parties.

3. Purpose

- 3.1 To establish a set of arrangements that facilitate access to trees for training and assessment in basic, intermediate and advanced 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 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 adopting this Protocol, these parties 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 parties agree that the safety and well-being of all learners, staff, observers, and the wider community is a shared responsibility.
- 5.1.2 Act lawfully – The parties 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 – The parties will engage respectfully, recognising each other's rights, responsibilities, and knowledge, including the cultural authority of Traditional Custodians.
- 5.1.4. Cultural Integrity – The parties 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 and support land stewardship.
- 5.1.6. Transparency and Communication – The parties 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 – The parties 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 – The parties agree not to use, distribute or commercialise any information, images, data or intellectual property owned or provided to it by the other party, and not to use or disclose any of the other party'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 party authority to bind any other party 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 sign a Training Access 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 the Training Access 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: Tree/Landowners or Managers, supported by the relevant RTO if appropriate, 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 undertaken individually or, on a shared basis, by the RTO and the Tree/Landowner or Manager. In some cases, one or more of the responsibilities may not be relevant. 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 and be recorded in the Training Access Agreement.

8.2 Responsibilities of Tree/Landowner or Manager

8.2.1 Tree identification and access

- Identify and nominate trees and areas of land suitable for tree felling training and assessment.
- Provide prior written consent to RTO for tree felling operations by signing the Training Access Agreement.
- Ensure that land access is granted with due regard to any relevant permits or approvals.

8.2.2 Safety

- Identify and communicate any site-specific hazards which are known by the Tree/Land Owner or Manager to the RTO.
- Provide clear access instructions.
- Allow for site safety inspections or walk-throughs with the RTO before training events.
- Restrict access when the site is considered unsafe due to weather, environmental conditions, or operational conflict. **Note: Moved from Section 8.4.3.**
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8.2.3 Environmental care

- Identify and communicate any environmentally sensitive areas on the property, which are known by the Tree/Land Owner or Manager to the RTO.
- Ensure the RTO is made aware of any known site-specific environmental protection measures.
- Inform the RTO of any environmental management plans, permits, or conservation agreements that apply to the site.
- Work with the RTO to monitor the cumulative impact of using the same site for repeated training events, where necessary.

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

- Inform the RTO of any known Aboriginal or Torres Strait Islander cultural heritage sites, areas, or trees on the property.
- Engage with Traditional Owners or custodians where appropriate. **[Note: Moved from 8.4.5]**
- Inform the RTO of any known 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.
- Where relevant, liaise with neighbouring landholders, community members, or Traditional Custodians to ensure activities are coordinated and culturally appropriate. **[Note: Moved from Section 8.4.5]**

8.2.6 Support for training safety and logistics

- Support the safe and efficient conduct of training and assessment activities on their land, by maintaining communication and 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).
- Inform the RTO of any material exclusions from the scope of the property insurance (for example, insurance that excludes or does not cover standing timber, where relevant).

8.3 Responsibilities of RTO

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.
- Ensure trainers and assessors have sound knowledge of tree identification for the anticipated species and tree marking systems.
- Ensure trainers and assessors are appropriately qualified and competent to deliver and supervise high-risk work such as chainsaw operations and tree felling. [Note moved from Section 8.3.3]
- 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 the training access agreement has been signed by the Tree/Land Owner or Manager before commencing tree felling operations.

- Confirm that all required permits or approvals have been obtained 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 review by the Tree/Land Owner 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, 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 the site-specific Safe Work Method Statement (SWMS) and/or Job Safety Analysis (JSA).
- Manage access to the training site to prevent unauthorised persons from entering during training operations to the extent practicable.
- Supervise learners at all times during practical training and assessment.
- 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.
- Ensure that no training is undertaken on total fire ban days.
- Immediately report all incidents, near misses, and injuries to the relevant regulatory authority and notify the Tree/Land Owner or Manager.

8.3.4 Environmental care

- Observe all Commonwealth and State/Territory environmental legislation, relevant state-based laws, local government bylaws and regulations and Codes of Practice.
- Comply with all existing and available environmental management plans, including varying environmental controls across the work site.
- Minimise, to the extent possible, soil erosion, vegetation damage, and disturbance to watercourses or wetlands during training activities.
- Minimise, to the extent possible, the introduction or spread of weeds, pests, or diseases through proper hygiene, vehicle wash-down, and decontamination practices.
- Ensure that all waste materials, including tree debris, fuel, and chemicals, are handled, stored, and disposed of in an environmentally responsible manner. [Note moved from Section 8.4.4]
- Where required, obtain environmental clearances, permits, or approvals before undertaking activities that may impact protected species, habitats, or landforms. [Note moved from Section 8.4.]

- Report any accidental environmental damage or pollution immediately to the relevant authority and the Tree/Land Owner or Manager and take appropriate follow up action.

8.3.5 Site restoration

- Agree in advance with the Tree/Land Owner 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/Land Owner or Manager and address any feedback or concerns in good faith.
- Contribute to agreed 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/Land Owner Manager, or their authorised representative, to inspect or audit 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.
- 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/Land Owner 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/Land Owner 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 and regulations..

- 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) in collaboration with the Tree/Land Owner or Manager 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/Land Owner or Manager.
- Ensure that staff and students receive appropriate cultural awareness briefings before entering land that may contain known cultural heritage values.
- Encourage all personnel involved in training to behave in a culturally respectful manner, particularly in areas with known or suspected heritage significance. [Note: Moved from Section 8.4.5]

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

The need for the following activities must be considered, and where relevant, each activity must be undertaken either individually or, on a shared basis, by the RTO and the Tree/Land Owner 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) and where relevant, livestock, from entering active training areas during scheduled activities.
- 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.
- Collate information on environmental 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 impact of the repetitive use of the same site for 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.
- 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.

8.4.6 Inspection arrangements

- Establish and maintain a practical inspection system.
- 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/Land Owner or Manager.

- 9.2 Access to land and trees must be requested and confirmed by both parties and each training event must be recorded in the Training Access Agreement.
- 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/Land Owner or Manager.
- 9.4 The Tree/Land Owner or Manager has 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 The RTO and Tree/Land Owner or Manager must conduct a joint physical inspection of the felling site before training commences. The inspection should be documented and should address:
- Site location, access, and characteristics
 - Type and condition of trees to be felled
 - Site hazards and safety considerations
 - Workplace health and safety requirements
 - Emergency and operational procedures
 - Drug and alcohol protocols
 - Environmental considerations
 - Cultural heritage considerations
 - Facilities and amenities

In addition, 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 party agrees to take reasonable steps to avoid causing harm, loss or damage to any other party or others who may be impacted by training activities (including learners, trainers, assessors and other visitors to the land). This includes complying with its responsibilities set out in Section 8. Each party also agrees to accept responsibility for the acts or omissions of its employees, contractors, participants and invitees.

Each party must also understand and comply with all legal obligations that apply to it in order to achieve the principle referred to in Section 5.1.2. This includes complying with the legislation, regulations and codes of practice specified in Appendix A that apply to the party. Even if a party is assisted in compliance by another party, the first party will remain responsible for its own compliance.

10.2 Legal Responsibility for Wrongful Acts

A party is legally responsible for 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, where it is caused by either:

- breach of this Protocol by the party
- conduct that is a tort (including negligence, breach of any duty of an occupier of premises, or breach of statutory duty) by the signatory.

Two (or more) parties may share responsibility for a claim, loss, damage, cost or expense if, for example:

- both parties were at fault and have both contributed to the claim or loss
- the loss or damage is suffered by one party because of the fault of the other party but the second party cannot legally recover it from the first party

10.3 Limit on Tree/Land Owner or Manager's Liability

Tree/Landowners or Managers take on risk by granting access to their trees and land for training activities, often for limited or no direct benefit. Therefore, the RTO agrees that if it incurs loss or liability as a result of a personal injury (including because a person makes a claim against the RTO for their injury), the amount of the Tree/Land Owner or Manager's liability for that loss or liability will be limited to the amount of cover under their public liability insurance (or the public liability insurance that the Tree/Land Owner or Manager should have taken out under this Protocol).

10.4 Responsibility of RTO

The RTO benefits from being granted access to a Tree/Land Owner or Manager's land and trees. Therefore, each RTO agrees to bear responsibility for any losses, damages, costs, and expenses incurred by the Tree/Land Owner or Manager as a result of training activities, including as a result of any claim made against the Tree/Land Owner or Manager by a learner, trainer, assessor or third party, except where the Tree/Land Owner or Manager is legally responsible (as set out in Section 10.2).

However, any damage or destruction to a Tree/Land Owner's or Manager's standing timber as a result of training activities will be managed as follows:

- if the Tree/Land Owner or Manager does not have property insurance coverage for standing timber, the RTO will not be responsible for the damage or destruction, or for any loss caused by it
- if the Tree/Land Owner or Manager has property insurance coverage for standing timber, the RTO's liability will be limited to the amount of that insurance coverage.

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

If an incident or potential claim arises from tree felling activities, each party agrees to notify each other affected party as soon as practicable. Those parties will then work together in good faith to manage the situation and minimise impacts. This may include assessing available insurance coverage and complying with its conditions so a claim can be made.

10.7 Handling of Claims

If a claim or allegation is made against a party by a third party as a result of training activities, and that party expects another party to bear any responsibility for amounts incurred as a result of that claim under Section 10.2 or Section 10.4, that party will:

- diligently defend and seek to resolve, settle or compromise the claim, allegation or proceeding
- consult with the other party, when reasonably practical, about managing the claim (including any proposed resolution, settlement or compromise) and consider their input.

11. Duration and Termination

- 11.1 This Protocol comes into effect on the date the RTO and the Tree/Land Owner or Manager sign a Training Access Agreement.
- 11.2 This Protocol remains in effect for each party for the term of the Training Access Agreement unless and until they formally withdraw, or this Protocol is terminated as a whole.
- 11.3 Any party to this Protocol may withdraw from involvement by providing at least thirty (30) days' written notice to the other party, unless a shorter timeframe is mutually agreed upon.
- 11.4 Notice of withdrawal must be provided in writing (email or letter) and include the reason for withdrawal and the intended date of effect.
- 11.5 All parties agree to fulfil any outstanding responsibilities, such as reporting, site restoration, or communication obligations, following termination or withdrawal.
- 11.6 Termination of this Protocol does not affect any agreements in place between parties that apply any or all of the terms of this Protocol, subject to the terms of such agreements.
- 11.7 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 parties 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 of this Protocol

- 13.1 Nature of this Protocol

This Protocol is a model document that may be adopted in its original form or be customised to suit the needs of RTOs and Tree/Landowners or Managers who enter into a Training Access Agreement to provide access to trees and land for the purposes outlined in this Protocol.

13.2 Responsibility for Adopted Versions

RTOs and Tree/Landowners or Managers who choose to adopt and use this Protocol (whether in original or modified form) must ensure that their adopted version is:

- up to date and relevant to their operational context
- consistent with applicable Commonwealth and State/Territory legislation
- compliant with any local government regulations

RTOs and TreeLandowners or Managers who have adopted this Protocol are jointly responsible for maintaining the version they have agreed to use in their Training Access Agreement.

13.3 Review and Amendment of Adopted Versions

If either party to a Training Access Agreement considers that changes to, or a review of, their adopted version of the Protocol are necessary or appropriate to ensure it remains relevant, practical, and aligned with current practices, legislation, and community expectations:

- a. that party should inform the other party of its view in writing
- b. the parties should work together in good faith to assess the need for change
- c. if agreed, the parties should collaborate to give effect to any necessary amendments
- d. any agreed changes will constitute a new version of their adopted Protocol
- e. all new versions must be recorded in the Version Table at the beginning of the Protocol document
- f. both parties must sign or initial any amended version to confirm mutual agreement

13.4 Maintenance of the Master Protocol

ForestWorks Ltd and Skill Insight Ltd, as the originators of this Protocol, may from time to time review and update the master version of the Protocol to reflect:

- changes in legislation or regulatory frameworks
- emerging industry best practices
- feedback from users of the Protocol
- developments in training standards or safety requirements

Any such updates will be published with a new version number and date, and will be made available through appropriate industry channels.

13.5 Relationship Between Master and Adopted Versions

Updates to the master Protocol do not automatically apply to existing Training Access Agreements. Parties using an earlier version may choose to:

- continue using their current adopted version for the duration of their agreement
- jointly agree to adopt provisions from updated master versions
- transition to a new version of the master Protocol when renewing or entering into a new Training Access Agreement

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

This appendix lists key Commonwealth, State, and Territory legislation and regulations relevant to tree access for training and assessment activities. All legislation listed below was verified as current as of January 2026.

Commonwealth Legislation

- **Environment Protection and Biodiversity Conservation Act 1999 (Cth)** - Protects matters of national environmental significance including threatened species, ecological communities, and heritage places
- **Work Health and Safety Act 2011 (Cth)** - Establishes the national framework for workplace health and safety

Australian Capital Territory (ACT)

- **Urban Forest Act 2023 (ACT)** - Commenced 1 January 2024, replacing the Tree Protection Act 2005. Provides for the protection and management of trees in the ACT

New South Wales (NSW)

- **Biodiversity Conservation Act 2016 (NSW)** - Protects and conserves threatened species, populations, and ecological communities
- **Local Land Services Act 2013 (NSW)** - Establishes Local Land Services with responsibility for land management and agricultural services
- **Environmental Planning and Assessment Act 1979 (NSW)** - Regulates planning, development assessment, and environmental protection

Queensland (Qld)

- **Vegetation Management Act 1999 (Qld)** - Regulates the clearing of native vegetation
- **Planning Act 2016 (Qld)** - Establishes the planning and development assessment system

Victoria (Vic)

- **Planning and Environment Act 1987 (Vic)** - Regulates land use planning and development
- **Local Government Act 2020 (Vic)** - Commenced in stages from April 2020, fully in force from July 2021, replacing the Local Government Act 1989. Establishes the framework for local government

Tasmania (Tas)

- **Land Use Planning and Approvals Act 1993 (Tas)** - Establishes the planning system for land use and development
- **Forest Practices Act 1985 (Tas)** - Regulates forest practices including timber harvesting

Western Australia (WA)

- **Environmental Protection Act 1986 (WA)** - Provides for environmental protection and pollution control
- **Local Government Act 1995 (WA)** - Establishes the framework for local government

South Australia (SA)

- **Planning, Development and Infrastructure Act 2016 (SA)** - Regulates planning, development, and infrastructure
- **Native Vegetation Act 1991 (SA)** - Provides for the protection and management of native vegetation

Northern Territory (NT)

- **Planning Act 1999 (NT)** - Establishes the planning system for land use and development
- **Heritage Act 2011 (NT)** - Provides for the conservation and protection of heritage places and objects

Codes of Practice and Guidelines

The following codes of practice and guidelines provide industry-specific guidance on safe work practices:

- **Guide to Managing the Risks of Tree Work** - Safe Work Australia - National guidance on managing risks associated with tree work
- **Safety in Forest Harvesting Operations Code of Practice** - SafeWork NSW - Specific guidance for forest harvesting safety
- **Forest Practices Code** - Forestry Corporation of NSW - Operational standards for forest management
- **Forest Safety Code** - WorkSafe Tasmania - Safety requirements for forest operations in Tasmania

Local Government Regulations

Local councils often have their own regulations and planning schemes that protect specific trees or vegetation. These may include:

- Tree Preservation Orders (TPOs)
- Significant Tree Registers
- Local planning scheme provisions
- Development control plans
- Local laws protecting trees

Important: Users of this Protocol should check with relevant local government authorities for applicable local regulations that may affect tree access and felling activities in their area.

Currency and Review

This appendix was last updated and verified in January 2026. Users are responsible for ensuring that they consult the current version of any legislation, regulation, or code of practice before commencing activities under this Protocol.

RTOs and Tree/Landowners or Managers should regularly review applicable legislation and seek legal advice where necessary to ensure compliance with all current legal requirements.

Section Three – Introduction to The Tree Access Agreement

1. Purpose

The Tree Access Agreement is a formal template designed to enable registered training organisations (RTOs) and Tree/Landowners or Managers to establish partnership arrangements for the provision of access to trees for training and assessment in manual tree-felling skills.

This Agreement operationalises the collaborative framework established by the Tree Access Protocol. While the Protocol defines guiding principles, roles, responsibilities, and processes, the Agreement transforms these into binding contractual obligations between specific parties.

2. Core Functions

The Tree Access Agreement fulfils the following functions:

Formalisation of partnership

The Agreement creates a contractual relationship between an RTO and a Tree/Land Owner or Manager, establishing the foundation for tree access arrangements. By signing, both parties formally commit to complying with the Tree Access Protocol and upholding its guiding principles: safety, cultural integrity, environmental responsibility, and collaborative accountability.

Documentation of specific arrangements

While the Protocol provides the overarching framework, the Agreement captures the specific details of the partnership, including:

- The identity and contact details of the parties
- The term of the partnership (commencement and end dates)
- The specific training activities to be conducted
- The location, description, and characteristics of the land and trees to be accessed
- The allocation of negotiated responsibilities between the parties
- Insurance arrangements and evidence of currency
- Representatives and communication protocols

Adaptation to local circumstances

The Agreement provides a mechanism for parties to tailor the Protocol arrangements to their specific needs and circumstances. This includes:

- Identifying any agreed departures from or supplements to the Protocol
- Allocating negotiated responsibilities in accordance with the parties' capabilities and the site's requirements

Clarity and Risk Management

The Agreement establishes clear obligations and allocates risks and responsibilities between the parties, including:

- Each party's duty to comply with applicable laws and regulations
- Insurance requirements and evidence obligations

Operational Framework

The Agreement creates the administrative structure for the partnership, establishing:

- Primary contact representatives for each party
- Notice and correspondence procedures
- Requirements for communication and scheduling

- Processes for documenting training activities
- Mechanisms for varying or updating the Agreement

3. Relationship to the Tree Access Protocol

The Agreement and the Protocol function together as complementary documents. The Protocol establishes the industry-developed framework, principles, roles, responsibilities, and processes that govern tree access partnerships generally. The Agreement binds specific parties to comply with the Protocol and documents how they will implement it in their particular circumstances.

The Agreement incorporates the Protocol by reference, making its terms binding on the parties. This approach provides:

- **Consistency:** All partnerships operate under common principles and standards
- **Flexibility:** Parties can adapt arrangements to suit their needs while maintaining alignment with industry best practice
- **Maintainability:** Updates to the Protocol can be adopted by parties through variation of their Agreement
- **Certainty:** The contractual framework is clear and enforceable

4. Nature of agreement

An important characteristic of the Agreement is that while participation in the Tree Access arrangement is voluntary, once parties sign the Agreement, they are bound to comply with its terms and with the Protocol (subject to any agreed variations or additional conditions). This creates:

- **Informed consent:** Parties choose to enter the arrangement with full knowledge of their obligations
- **Accountability:** Both parties are held to their commitments through the terms of the Agreement
- **Withdrawal rights:** Either party may terminate the Agreement in accordance with its terms, preserving the voluntary nature of participation
- **Good faith obligations:** The Agreement requires parties to act in good faith, fostering constructive partnerships.

5. Key Components of the Agreement

The Agreement consists of several interconnected sections:

Front End Provisions (Sections 1-6)

- Background context explaining the purpose and nature of the partnership
- Details of the parties, training activities, land, Protocol version, and contact representatives
- Insurance declarations
- Allocation of negotiated responsibilities from Protocol Section 8.4
- Execution signatures

Appendix A: Schedule of Training Activities

A dynamic schedule documenting each specific training event, including dates, location, tree descriptions, and access arrangements. This schedule can be updated throughout the term of the Agreement as new training activities are planned.

Appendix B: Agreed Terms

Detailed terms governing the contractual relationship, including:

- Definitions and interpretation
- Mechanism for being bound by the Protocol

- Allocation of negotiated responsibilities
- Additional conditions (if any)
- Contract management and representative arrangements
- Insurance obligations and warranties
- Privacy obligations
- Force majeure and insolvency provisions
- Term, termination rights, and survival clauses
- Notice procedures
- General contractual provisions (variation, assignment, costs, severability, governing law)

6. Conclusion

The Tree Access Agreement is a mechanism for translating the collaborative vision of the Tree Access Protocol into practical partnerships. It provides the structure, clarity, and accountability necessary to ensure safe, culturally respectful, and environmentally responsible access to trees for training and assessment in manual tree-felling skills.

By signing the Agreement, RTOs and Tree/Landowners or Managers commit to working together in accordance with industry best practice, fostering the development of skilled workers in forestry, arboriculture, emergency services, and land management, while protecting the interests of all parties and respecting the land, its environment, and its cultural values.

Section Four – The Tree Access Agreement Template

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/Landowner 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 By signing this agreement, both the RTO and the Tree/Landowner or Manager agree to adopt and comply with the arrangements set out in the attached version of the Tree Access Protocol. This version incorporates any changes to the original model Protocol that have been agreed by the parties to this agreement.
- 1.4 The RTO and Tree/Land Owner or Manager agree that they are jointly responsible for:
 - ensuring that the adopted version of the Protocol is up to date, consistent with Commonwealth and State/Territory legislation, and compliant with any local government regulations.
 - maintaining the adopted Protocol for the term of this training access agreement.
- 1.5 This agreement outlines the type, duration and location of the training and assessment activities that will be undertaken.

2. Details

2.1. Registered training organisation (RTO)

Full Legal Name	
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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 Term of Access Agreement

Commencement Date		End Date	
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2.4. Tree Allocation Protocol

Version of Tree Allocation Protocol Used	
Supplements or Exclusions (if any)	

2.5. Representatives

RTO Representative	Name	
	Email	
	Phone	
Tree/Land Owner or Manager Representative	Name	
	Email	
	Phone	

2.6. Notice and Correspondence Details

RTO	Address	
	Telephone	
	Email	

	Attention	
Tree/Land Owner or Manager	Address	
	Telephone	
	Email	
	Attention	

3. Insurance

3.1 Tree/Land Owner or Manager - Place a tick (✓) in the boxes to show that current insurance cover is held as specified in the Protocol and that the relevant Certificates of Currency are available on request.

Current policy	Type of insurance	Certificate of Currency available on request
	Public liability insurance	
	Workers compensation insurance	
	Property insurance (inc. coverage for standing timber)	
	Property insurance (exc. coverage for standing timber)	

3.2 RTO - - Place a tick (✓) in the box to show that current insurance cover is held as specified in the Protocol and that the relevant Certificates of Currency are available on request.

Current policy	Type of insurance	Certificate of Currency available on request
	Public liability insurance	
	Workers compensation insurance	
	Compulsory third party insurance – motor vehicles	

4. Responsibilities of RTO and Tree/Landowner 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 shared responsibilities listed in Section 8.1.2 of the Tree Allocation Protocol.

4.1.3 Each party has its own specific responsibilities—things they must do because of their role, knowledge, or legal duties. These are listed in Sections 8.2 and 8.3 of the Tree Allocation Protocol.

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 listed in Section 8.4 of the Protocol and are reproduced in Section 4.2 of this Access Agreement.

4.2 Allocation of negotiated responsibilities

The following negotiated responsibilities must be undertaken either individually or, on a shared basis, by the RTO and the Tree/Land Owner or Manager. In some cases, one or more of the responsibilities may not be relevant. Indicate who will take responsibility for each relevant task. Do this jointly by:

1. reviewing each negotiated responsibility listed in the table.
2. striking out any responsibilities that are agreed by the parties as 'not relevant' – do this by placing a line through the responsibility.

3. assigning responsibility to **one** party or marking the responsibility as being “shared” – do this by either placing a **tick (✓)** in the box to show **which party** has been allocated responsibility for each responsibility or whether the responsibility is shared.
4. ensuring all relevant responsibilities are clearly allocated before the table is finalised.

Protocol section	Negotiated responsibility	Party with responsibility for negotiated responsibility		
		RTO	Tree/Land Owner/Manager	Shared
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) and where relevant, livestock from entering active training areas during scheduled activities.			
	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.			
	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			
8.4.5 Cultural heritage and community engagement	Monitor the impact of the repetitive use of the same site for training events.			
	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.			
	Restrict access to any areas where cultural heritage assessments have not been completed or where significance is uncertain.			

Protocol section	Negotiated responsibility	Party with responsibility for negotiated responsibility		
		RTO	Tree/Land Owner/Manager	Shared
	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.			
8.4.6 Inspection arrangements	Establish and maintain a practical inspection system.			
	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/Land Owner or Manager confirm that they have read this access agreement, understand what it means, and agree to follow the 'terms for agreement' set out in Appendix 2.

6. Signatures

EXECUTED as an agreement

Executed by <i>[insert full name of Tree/Land Owner or Manager]</i> by its authorised representative in the presence of		
Signature of witness		Signature of authorised representative
Name of witness (print)		Name of authorised representative (print)
Date (print)		Title of authorised representative (print)

Executed by <i>[insert full name of RTO]</i> by its authorised representative in the presence of		
Signature of witness		Signature of authorised representative
Name of witness (print)		Name of authorised representative (print)
Date (print)		Title of authorised representative (print)

Appendix A - Schedule of Training Activities

All training activities undertaken during the term of this agreement must be listed below.
 New training activities can be added at any time during the term of this agreement.

Training activity 1			
Commencement Date		End Date	
Type of Training Activities			
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			

Training activity 2			
Commencement Date		End Date	
Type of Training Activities			
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			

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Training activity 3			
Commencement Date		End Date	
Type of Training Activities			
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			

Appendix B - Agreed terms of Training Access Agreements

1. Defined terms and interpretation

1.1 Defined terms

In this agreement:

Additional Conditions means any conditions set out in item **Error! Reference source not found.** 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 **Error! Reference source not found.**); 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 **Error! Reference source not found.** to **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.**

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 **Error! Reference source not found.** of the Details section of this agreement.

Representative mean each person appointed pursuant to clause **Error! Reference source not found.** from time to time (including as that person is initially identified in clause **Error! Reference source not found.** and changed from time to time under clause **Error! Reference source not found.**).

RTO means the person described in item **Error! Reference source not found.** 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 **Error! Reference source not found.** 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/Land Owner or Manager means the person described in item **Error! Reference source not found.** 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 **Error! Reference source not found.** or clause **Error! Reference source not found.**).

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 **Error! Reference source not found.**, it is (by virtue of clauses **Error! Reference source not found.** and **Error! Reference source not found.** 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 **Error! Reference source not found.**), 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 **Error! Reference source not found.**), 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/Land Owner 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 **Error! Reference source not found.** 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 **Error! Reference source not found.**, 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/Land Owner 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 **Error! Reference source not found.**) the *Education and Training Reform Act 2006* (Vic); or
 - (iii) (if the Jurisdiction is Western Australia and the RTO is not registered under paragraph **Error! Reference source not found.**) the *Vocational Education and Training Act 1996* (WA); and
- (b) its registration as referred to in paragraph **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.**; 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 **Error! Reference source not found.**

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 **Error! Reference source not found.** (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 **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.** and this clause **Error! Reference source not found.**, 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** takes effect when taken to be received (or at a later time specified in it) and, subject to clause **Error! Reference source not found.**, 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 **Error! Reference source not found.** 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.

Section Five – Introduction to The Tree Access Toolbox

1. Purpose and nature of the Toolbox

The [Tree Access Toolbox](#) is a set of customisable resources designed to support registered training organisations (RTOs) and Tree/Landowners or Managers in implementing the Tree Access Protocol and establishing effective partnerships for tree access arrangements.

While the Tree Access Protocol establishes the framework and guiding principles for partnerships, and the Tree Access Agreement creates the binding commitment between specific parties, the Toolbox provides the practical instruments needed to operationalise these arrangements in day-to-day practice.

2. Relationship to the Protocol and Agreement

The Toolbox functions as the practical implementation layer of the Tree Access Package:

- The Protocol establishes what should be done (principles, responsibilities, processes)
- The Agreement establishes who will do it and when (parties, terms, commitments)
- The Toolbox provides how to do it (templates, checklists, guidance materials)

Together, these three components enable RTOs and Tree/Landowners or Managers to transition from ad hoc arrangements to structured, collaborative partnerships that follow industry best practices for safe, culturally respectful, and environmentally responsible tree access for training and assessment.

3. Components of the Toolbox

The Toolbox comprises eleven distinct tools, each serving a specific purpose within the tree access partnership lifecycle:

- Tool 1 - Information sheet for Tree/Landowners and Managers on the pilot program
- Tool 2 - Information sheet for RTOs on the pilot program
- Tool 3 - Contacts template
- Tool 4 - A summary sheet on insurance requirements
- Tool 5 - Site inspection checklist
- Tool 6 - Tree characteristics description template
- Tool 7 – Initial planning meeting agenda
- Tool 8 – Review form at completion of tree felling activity
- Tool 9 - Frequently Asked Questions (FAQs) sheet

- Tool 10 – ForestWorks Tree Allocation Project – Pilot Program Slide Deck and presenter notes
- Tool 11 – Sample Tree Access Agreement Template

4. Customisation

A key characteristic of the Toolbox is its customisable nature. The tools are designed as templates and frameworks that parties can adapt to suit their specific circumstances, including:

- Local conditions and site characteristics
- Jurisdictional requirements and regulations
- Organisational structures and processes
- Operational constraints and priorities
- Scale and complexity of activities

RTOs and Tree/Landowners or Managers are encouraged to use the tools as starting points, modifying them as needed to ensure they are practical, relevant, and effective for their particular partnership. The tools provide structure and guidance while maintaining flexibility for local adaptation.

5. Maintenance and currency

Like the Protocol and Agreement, the Toolbox resources are model documents that require ongoing maintenance to ensure they remain current, accurate, and relevant. RTOs and Tree/Landowners or Managers using these tools are responsible for:

- Ensuring tools align with current Commonwealth, State, and Territory legislation
- Updating tools to reflect changes in regulations, codes of practice, or industry standards
- Adapting tools based on operational experience and feedback
- Maintaining version control of customised tools
- Sharing improvements and innovations with other participants

6. Conclusion

The Tree Access Toolbox is a key component of the Tree Access Package, providing the practical resources needed to implement the collaborative vision of the Protocol through the binding commitments of the Agreement. It bridges the gap between principle and practice, offering structured yet flexible tools that support safe, efficient, culturally respectful, and environmentally responsible tree access partnerships.

By using and adapting these tools, RTOs and Tree/Landowners or Managers can establish professional partnerships that support the development of skilled workers in tree felling

competencies while protecting the interests of all parties, respecting the land and its cultural values, and maintaining environmental stewardship.

Section Six – The Tree Access Toolbox

Click the link to access the [Tree Access Toolbox](#), or visit <https://skillsinsight.com.au/project/tree-allocation-partnerships/>

- Tool 1 - Information sheet for Tree/Landowners and Managers on the pilot program
- Tool 2 - Information sheet for RTOs on the pilot program
- Tool 3 - Contacts template
- Tool 4 - A summary sheet on insurance requirements
- Tool 5 - Site inspection checklist
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