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WA TRAIL TOWN



TRAIL TOWN ACCREDITATION HANDBOOK & TERMS OF BUSINESS



WHAT'S IN THIS DOCUMENT?

1. What is Trail Town Accreditation?
2. Key Benefits
3. Things to know
4. Terms of Business

WHAT IS TRAIL TOWN ACCREDITATION

Trails WA Inc., in conjunction with Representatives from the Department of Biodiversity, Conservation and Attractions (DBCA) and the Department of Local Government, Sport and Cultural Industries (DLGSC), has developed and owns a set of standards for WA Trail Town accreditation.

These Trail Town standards are identified and detailed in the Trail Town Assessment pack and Assessment Scoresheet and are used to identify and assess if a regional centre in WA is of a high enough standard to be recognised as a WA Trail Town and to use the Trail Town logo and branding elements in their town marketing and promotion.

The Assessment pack and Scoresheet have been developed by Trails WA, DBCA and DLGSC with the aim to support towns who are renowned for their approach to trails tourism and ensure the town maintains a world-class standard in the areas of:

- Trail infrastructure
- Landscapes and setting
- Trails tourism and marketing
- Governance and maintenance
- Community and business engagement

The Trail Town brand is aimed to be jointly promoted by the Accredited Trail Town along with support from Trails WA and government partners with the aim of increasing sustainable visitation to the area from local, intrastate, interstate and international visitors.



Image credit: Tourism WA



Image credit: DBCA



ACCREDITATION - KEY BENEFITS

The assessment process will be led by Trails WA Inc. with a focus on providing a practical and easy to interpret application that highlights the key components associated with being a WA Trail Town.

Throughout the process, ongoing consultation with DBCA and DLGSC will be undertaken, with the on-site assessment panel including Representatives from these Departments .

THE BENEFITS OF ACHIEVING WA TRAIL TOWN STATUS INCLUDE:

- **Increasing awareness and relevancy of regional centres with well established trail networks** across both hiking and mountain bike trail users.
- **Increase visitation for the town and region** for both Destination Trail Users and Trail Users while on Holiday.
- Ability to promote the Trail Town as a **unique destination that is differentiated** from other mountain bike and hiking regions/networks across the State.
- The assessment process can assist potential Trail Towns to identify **gaps in tourism product / offering** - which are often considered a barrier to attracting destination trail visitors to the region.



Image credits: DBCA

KEY THINGS TO KNOW

Accreditation

If you want your Trail Town to be accredited against the assessment standards, it must be formally assessed by Trails WA and the assessment panel consisting of DLGSC and DBCA Representatives.

Towns that can be accredited

Before a town is eligible to be accredited, the applicant must be an authorised Representative of a Western Australian town - this being an urban area or locality with populations over 200 persons located in the State of Western Australia. They must be located predominantly (90%) within one particular Shire or Local Government Area and must have a population in that main LGA of less than 25,000 people. Urban Centres and Localities (UCLs) as defined by Australian Bureau of Statistics.

The Trail Town accreditation cycle

The accreditation cycle is currently every 18 months, though special conditions may be applied in the instance that initial criteria are not entirely met.

This means that if your town achieves accreditation, the accreditation is valid for the from 18 months after the date of initial accreditation. To maintain WA Trail Town accreditation, the applicant must be successfully reassessed for another accreditation cycle.

The assessment process

If you want your town to be accredited, you must follow the process of assessment as identified in the Trail Town Accreditation pack. A Representative from Trails WA will partner with the applicant and guide them through the process and will also appoint an assessment panel of three to five people who will visit the town and trails location to assess against the scoring sheet.

Fair and independent assessments

Accreditation assessments are based on common sense: the assessment panel will not seek to exclude a Trail Town from accreditation due to technicalities, but rather will identify early and major issues and work with the applicant to ensure that an application is well constructed prior to the on-site assessment.

Special conditions

In some instances, accreditation may be given but with special conditions in place. For instance, a new trail network may not have demonstrated evidence or examples of an effective trail maintenance. In these instances, Trail Town accreditation may be given but is subject to these conditions being demonstrated by a certain point in time or at the next assessment cycle.

being demonstrated by a
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TRAILS WA TRAIL TOWN TERMS OF BUSINESS

2023

HERE'S THE FINE PRINT TO KEEP US BOTH SAFE.

By accepting Trails WA In.'s (ABN: [92 724 353 501](#)) Trail Town accreditation, the applicant for the Trail Town hereby agrees to the following conditions:

The services provided by Trails WA Inc. are provided based on payment of the Trail Town application fee. Supporting services are provided free of charge but in some instances on a 'fee for service' basis, in particular, but not exclusive to, services connected to marketing services which are used to promote Trail Towns. The payment for our services is applicable regardless of the outcome of any business results. All fee for service work will be estimated by Trails WA and sent to the applicant in advance of any work being undertaken.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Applicant (your organisation) and the Consultant (Trails WA Inc., individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. SERVICES PROVIDED

1.1 The Applicant hereby agrees to engage the Consultant to provide the Applicant with WA Trail Town Accreditation services and use of the WA Trail Town logo and brand elements as specified in the Top Trails Style Guide (the "Services").

1.2 The Services will also include any other consulting tasks which the Parties may agree on.

2. TERM OF AGREEMENT & ENDING THE AGREEMENT

2.1 The term of this Agreement for the use of the WA Trail Town services (the "Term") will begin on the date of signed accreditation and will remain in full force and effect until the re-assessment cycle which is due at 18 months post the date of signed accreditation (unless a different term is specified in the conditions on the accreditation certificate). The Term may be extended with the written consent of both Parties.

2.2 In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 7 days' written notice to the other Party.

2.3 The sections headed "payment", "confidentiality", "liability", "intellectual property", "confidentiality, documents and information" and "general matters" continue to operate after this agreement is ended.

3. PERFORMANCE

3.1 The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect, including, but not limited to:

3.2 Provision of information – the Consultant will provide the services in accordance with the agreement and using adequate skill, care and diligence. To help us understand and deliver to your requirements, you (the Applicant) will provide at your own cost and provide in a timely manner provide:

- a. Relevant requested information, some of which may be treated as commercial-in-confidence and inform the Consultant of any changes to this information.
- b. Undertake project elements required by the Applicant, including making themselves available, at reasonable notice to answer questions asked by the Consultant.
- c. You confirm that information you, or your employees, agents or contractors provide to us is complete and accurate.

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4. PAYMENT

4.1 The Consultant will charge the Applicant for the Services at the rate detailed in the application fee. All monetary amounts referred to in this Agreement are in AUD (Australian Dollars) unless otherwise specified.

4.2 The Applicant will be invoiced at the commencement of the application process and will not be refunded regardless of whether the application is successful or not or in the case that the applicant chooses to withdraw their use of WA Trail Town accreditation.

4.3 Invoices submitted by the Consultant to the Applicant are due within 14 days of receipt.

4.4 In the event that this Agreement is terminated by the Applicant prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to pro rata payment of the application fee up to the date of termination provided that there has been no breach of contract on the part of the Consultant.

4.5 The application fee payment will specify any inclusion of goods and services tax or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Applicant in addition to the Payment.

4.6 Interest payable on any overdue amounts under this Agreement is charged at a rate of 5.0% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

5. REIMBURSEMENT OF EXPENSES

5.1 The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.

5.2 All expenses must be pre-approved by the Applicant.

6. CONFIDENTIALITY

6.1 Confidential information refers to any data or information relating to the Applicant, whether business or personal, which would reasonably be considered to be private or proprietary to the Applicant and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Applicant.

6.2 The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorised by the Applicant or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

6.3 All written and oral information and material disclosed or provided by the Applicant to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

7.1 All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will remain the property of the Consultant. The Applicant is granted a royalty free licence to use our intellectual property for the purposes of the project and for the specified duration of accreditation only. Should the Applicant have their WA Trail Town accreditation status revoked, the Applicant will be required to remove all WA Trail Town references and use of logos and branding elements within 6 months of termination by the Applicant or in the situation where WA Trail Town Status is revoked.

7.2 The Consultant may not use the Intellectual Property gathered from the Applicant for any purpose other than that contracted for in this Agreement except with the written consent of the Applicant.

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8. RIGHT OF SUBSTITUTION & USE OF SUB-CONTRACTORS

8.1 Except as otherwise specified in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Applicant will not hire or engage any third parties to assist with the provision of the Services.

8.2 In the event that the Consultant hires a sub-contractor, the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Applicant to the Consultant. For the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

9. AUTONOMY

9.1 Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Applicant. However, the Consultant will be responsive to the reasonable needs and concerns of the Applicant.

10. DISPUTES

10.1 Any dispute or difference ('Dispute') between parties to this agreement, may be notified by a party to the other party and the parties shall:

- a. firstly, meet to negotiate, in good faith, resolution of the Dispute, and
- b. secondly, if negotiation fails to achieve a resolution of the Dispute within 5 working days of the notification of the Dispute, attend mediation, administered in accordance with procedures as set out by the Institute of Arbitrators and Mediators Australia. In this instance the cost of mediation will be split equally between both parties.

11. NO EXCLUSIVITY

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

12. VARIATION OF AGREEMENT

12.1 The agreement can only be amended or varied in writing with express agreement to the variation(s) by both parties. This can be either by exchange of letter or email. The letter(s) or email(s) will include the words in the subject line 'variation of agreement' and confirmation within the text of the specific nature of the variation(s); and that the given correspondence varies the agreement.

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13. TERMINATION OF AGREEMENT DUE TO NON-COMPLIANCE

13.1 Accreditation will be terminated in the following circumstances. The Applicant ceases to exist. The Applicant voluntarily terminates its use of the WA Trail Town Accreditation. The Applicant fails to respond to warning letters from the Consultant advising of non-compliance issues. The Applicant refuses to reasonably implement changes required by the Consultant in order for it to meet/maintain Trail Town accredited status requirements. The Applicant's reputation comes into disrepute and poses a risk to the WA Trail Town brand. The Applicant is not limited by this list and the Consultant may suspend or terminate accreditation and / or membership at any time at the reasonable discretion.

14. LIABILITY & INDEMNIFICATION

14.1 Liability of the Consultant to the Applicant, arising from, or in connection with this Agreement (including the performance or non-performance of the Services), whether under the law of contract, in tort, in equity, under statute or otherwise, shall be limited in aggregate to the amount specified in the accompanying proposal or \$10,000.

14.2 Each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement.

14.3 This indemnification will survive the termination of this Agreement and The Consultant shall be deemed to have been discharged from all liability in respect of the Services whether under contract, in tort, in equity, under statute or otherwise, at the expiration of the period specified in the accompanying letter, or if no date is specified, on the expiration of 1 month from the completion of the Services.

15. GENERAL MATTERS

15.1 The Applicant will indemnify the Consultant against any claim by, or liability to, a third party arising from, in respect of or in connection with the Services and all expenses we incur defending or settling such claim or liability;

15.2 Neither party may assign or transfer the agreement or any right or obligation under the agreement without the other party's written consent;

15.3 The agreement applies to all services undertaken by the Consultant (including any additional services and any services undertaken before you executed the agreement).

15.4 If any of these terms would be invalid, unenforceable or void, the relevant term must be read down to the maximum extent possible to prevent that occurring. The invalidity of any portion of this agreement shall not affect the validity of the remaining portions thereof.

By signing this agreement, as the authorised Representative for the Applicant I agree to the terms of business stated:

Full Name: _____

Role & Organisation: _____

Signature: _____

Date (DD/MM/YYYY): _____



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Department of Biodiversity, Conservation and Attractions



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Acknowledgement

We recognise and value the heritage, culture and spiritual connection of Aboriginal people with the lands and waterways throughout Western Australia. We pay our respects to their cultures, and to their Elders past, present and emerging

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Department of **Biodiversity, Conservation and Attractions**

