



## Memorandum of Understanding (MOU)

**Between:**

**Shire of Nannup**

**and**

**West Australian Car Club Inc. (Forest Rally)**

**For: Continued Operation of the Forest Rally in Nannup (2026–2030)**

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## 1. Purpose of the MOU

This Memorandum of Understanding (MOU) outlines the collaborative intentions between the Shire of Nannup (the Shire) and the West Australian Car Club Inc. (the Club) for the planning, delivery, and review of the Forest Rally within the Shire of Nannup. The intent is to:

- Maximise economic, social, and tourism benefits for the Nannup community;
- Minimise event impacts on local residents, infrastructure, and businesses;
- Establish clear expectations, communication protocols, and responsibilities for each party;
- Ensure an annual planning, delivery, and debrief process that supports continuous improvement.

This MOU is not legally binding but expresses a shared commitment to collaborative event delivery.

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## 2. Parties to the Agreement

### 2.1 Shire of Nannup

A local government established under the *Local Government Act 1995 (WA)*.

### 2.2 West Australian Car Club Inc. (Forest Rally)

A volunteer-based motoring organisation responsible for the delivery of rally events in Western Australia, including the long-standing Forest Rally.

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## 3. Definitions

- **Event:** The annual Forest Rally and related activities within the Shire of Nannup.
  - **Service Park:** The area designated by the Shire for mechanical servicing and vehicle preparation.
  - **Scrutineering:** Post Event eligibility scrutiny for winning cars.
  - **Companion Events:** Any Shire or community-led activities held in conjunction with the Forest Rally.
  - **Stakeholders:** Residents, businesses, agencies, land managers, and emergency services affected by or involved in the event.
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## 4. Responsibilities

The following sections outline the roles and responsibilities of each party. Responsibilities may be varied annually at the pre-event planning meeting.

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### 4.1 Shire of Nannup Responsibilities

#### A. Regulatory & Statutory Responsibilities

- Assess and approve event applications, road closure requests, traffic management plans, and permits in a timely manner.
- Ensure compliance with relevant legislation, policies, and local laws.
- Issue approvals subject to conditions as determined by the Shire.

#### B. Event Support

- Include the event in Shire communication channels (website, newsletters, event calendar) where appropriate.
- Prepare the Service Park as required, including marking reticulation and demarcating restricted access areas.
- Notify organisers of any property damage identified by Shire officers.
- Provide a mailing list of affected residents and businesses for event notification.
- Collaborate with DBCA and other land managers regarding route considerations and access to forestry roads.
- Where possible and subject to annual negotiation, provide limited access to the Shire Depot for Scrutineering activities.
- Where possible and subject to annual negotiation, provide logistical support in setting Traffic Management signage along North Street and Higgins Street.
- Make Shire-owned signage available for use, subject to agreement at the pre-event planning meeting.

#### C. Community Engagement

- Provide opportunities for the Club to respond to enquiries, concerns or complaints raised by the community.
- Facilitate an annual presentation to Council or briefing session by the Club.
- Support reasonable community notifications regarding event impacts.
- Participate in promotional meetings and pre-event community engagement activities.

## D. Sponsorship & In-Kind Support

- Provide feedback on Traffic Management Plans via the Executive Manager Works & Services.
  - Waive applicable fees and charges (including in-kind support) up to a maximum of \$1,500 per year. This may include:
    - Site preparations;
    - Event application fees;
    - Facility hire fees;
    - Cleaning fees.
  - Costs associated with statutory fees or Traffic Management Plan implementation remain the responsibility of the Club.
  - Facilitate installation of street banners in partnership with the Nannup Chamber of Commerce and Industry (NCCI).
  - Promote companion events and encourage volunteer participation.
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## 4.2 West Australian Car Club (Forest Rally) Responsibilities

### A. Event Delivery

- Submit all required applications (event, road closures, TMP, camping permits) in accordance with Shire timelines.
- Conduct mail-outs to affected residents and provide a community contact for enquiries.
- Prepare a Traffic Management Plan that complies with relevant standards and engage accredited personnel to implement it.
- Obtain signed consent from private property owners for any use of gravel roads.
- Deliver the event in accordance with approvals, regulations, and permit conditions.
- Provide stakeholder contact details for issue resolution.
- Respond promptly to reports of damage or loss and repair damage to Shire infrastructure.
- Support companion events organised by the Shire.

### B. Community Engagement

- Directly consult with affected residents, landowners, and businesses.
- Liaise with Nannup Golf Club regarding parking requirements.
- Notify all emergency services, including the Shire CESM, DFES, Nannup Police, Nannup Hospital and St John Ambulance, at least six weeks prior to the event.
- Address concerns raised by the community where reasonable.

- Collaborate with the Shire on community engagement, marketing, and companion events.
- Attend biannual meetings with the Shire (pre-event and post-event).

### C. Sponsorship & Reporting

- Acknowledge the Shire as a sponsor in promotional materials.
  - Invite Shire representatives to key event functions.
  - Provide an annual Post Event Report including sponsorship value and publicity outcomes.
  - Supply up-to-date banner artwork and information.
  - Partner with local charity and service clubs for fundraising opportunities.
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## 5. What the Shire Will Not Provide

To avoid ambiguity, the Shire will **not**:

- Manage or supervise event volunteers or marshals.
  - Provide operational event labour beyond agreed in-kind support.
  - Provide traffic controllers or assume responsibility for traffic management compliance.
  - Guarantee use of the Depot or Shire equipment from year to year.
  - Accept responsibility for any safety or risk management obligations belonging to the Club.
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## 6. Financial Arrangements

- This MOU does not constitute a binding financial agreement.
  - Any Shire sponsorship or fee waivers are subject to the adoption of the annual budget and setting of fees and charges.
  - Any sponsorship or fee waivers remain at the Shire's sole discretion and apply only for the duration of this MOU, subject to annual budget adoption.
  - Any services delivered beyond the \$1,500 in-kind support cap will be invoiced to the Club.
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## 7. Term, Review & Amendment

- This MOU is valid from **2026 to 2030**.
- Renewal discussions will commence prior to **31 October 2030**.
- Either party may terminate the MOU with six months' written notice.

- Amendments must be made in writing and agreed by both parties.
  - A formal review will occur annually following the post-event debrief.
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## 8. Confidentiality

Both parties agree to maintain confidentiality of shared information unless:

- The information becomes publicly available through no fault of either party; or
  - Disclosure is required by law or public interest.
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## 9. Execution

### **SIGNED for and on behalf of the SHIRE OF NANNUP**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

### **SIGNED for and on behalf of the WEST AUSTRALIAN CAR CLUB (Inc.)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

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# Appendix A: Annual Planning Timeline

## Timeline

