

**NEIGHBOUR / LANDOWNER**  
**AGREEMENT FOR CLEARING AND MAINTENANCE OF**  
**FIRE BELTS IN TERMS OF THE NATIONAL VELD & FOREST ACT**

Made and entered into by and between

.....

herein represented by .....

in his capacity as .....

(herein after called "THE FIRST PARTY")

and

.....

of .....

herein represented by.....

in his capacity as.....

(herein after called "THE OTHER PARTY")

(The above referred to as "The Parties"/"The Two Parties")

IT IS AGREED THAT

The parties will annually clear and thereafter maintain fire belts along the common boundary between their respective properties as described hereunder:-

.....

.....

and

.....

.....

on the following terms and conditions:-

1 The said fire belts will be cleared of all combustible material, including logs, and also, where possible, tree stumps, to a width of \_\_\_\_\_ meters on each side of the said boundary as indicated on the annexed sketch plan, by the use of one or more of the following measures:-

- \*(a) Hoes
- \*(b) Rakes
- \*(c) Herbicides
- \*(d) Discs/Ploughs
- \*(e) Graders or other appropriate equipment
- \*(f) Burning

\*Delete where not applicable.

2 The costs of clearing, and thereafter maintaining, the said fire belts will be borne by the two parties in equal shares, which will be effected by one or more of the following means:-

\*(a) By each party clearing and maintaining the fire belt on his side of the said boundary .

\*(b) By the parties each clearing and maintaining .....meter wide belts along those sectors of the boundary , of approximately equal length, as indicated on the annexed sketch plan.

\*(c) By one party, namely..... clearing and maintaining the said .....meter wide fire belt along the entire common boundary , and by the other party, namely....., paying a half share of the costs of such clearance and maintenance upon presentation of an invoice by the said .....

\*(d) By one party, namely..... , making labourers available to the other party, namely ..... , for the clearance and maintenance of the said fire belts under the supervision of the said or his representative.

\* Delete where not applicable.

3 Not later than the 15th day of May in every year the parties shall by agreement set a future date on which, weather permitting, fire belt clearance, as set out above, will commence, and the alternate date/s of commencement in the event of weather conditions being unfavourable. Should the parties fail to reach such agreement by \_\_\_\_\_ in any year, then either party will be entitled to give the other party at least 7 days, and not more than 21 days, written notice of such commencement dates and of the dates of completion of fire belt clearance, to be not later than the date determined by the Minister by notice in the Gazette, all of which dates will then be binding on both parties.

4 Should either party fail to carry out his obligations within the specified periods, then the other party will be entitled, in his discretion, to carry out the clearing and/or maintenance work on behalf of the defaulting party, and may recover the costs thereof from the defaulting party .

5 Where any part of the fire belt shown on the attached sketch plan (which is to be cleared and maintained) falls within or adjoining a road reserve of a public road, the party responsible for the supervision of that part of the fire belt shall take all necessary precautions for the protection of any members of the travelling public using the said public road. The measures to be taken shall be recorded each year as part of the supplementary agreement mentioned in paragraph 3 above.

THUS DONE AND SIGNED AT .....on this .....day of ..... 2.....  
in the presence of the undersigned witnesses:

AS WITNESSES :

1 .....  
2 .....  
("THE FIRST PARTY")

THUS DONE AND SIGNED AT .....on this .....day of .....2.....  
in the presence of the undersigned witnesses:

AS WITNESSES:

1 .....  
2 .....  
("THE OTHER PARTY")

**LANDOWNERS PERMISSION TO BURN IN THEIR ABSENTIA**

I \_\_\_\_\_(Owner/Manager/Representative)

Give Working on Fire permission to carry out burning operations in my/our absence.

I will not hold Working on Fire responsible for the unlikely event of a controlled fire getting out of control and causing damage or injury to any property, person or equipment whether it be my own or anyone else's.

This document will be attached to the Indemnity Form previously signed by myself.

Signed \_\_\_\_\_

At \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

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