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NEIGHBOUR / LANDOWNER AGREEMENT FOR CLEARING AND MAINTENANCE OF FIRE BELTS IN TERMS OF THE NATIONAL VELD & FOREST FIRE ACT 101 of 1998

The National Veld and Forest Fire Act 101 of 1998 prescribe the following statutory landowner requirements:

CHAPTER 4 - VELDFIRE PREVENTION THROUGH FIREBREAKS

1. Every owner on whose land a veldfire may start or burn or from whose land it may spread must prepare and maintain a firebreak on his side of the boundary between his or her land and adjoining land.
2. Neighbors must determine a mutually agreeable date or dates for burning of firebreaks and inform the fire protection association, if any.
3. A owner may not burn a firebreak if;
 - A fire protection association objects;
 - A warning has been published;
 - The conditions are not conducive to burning.
4. Owners of adjoining land may agree to position a common firebreak away from the boundary.
5. Owners must ensure that, with due regard to the weather, climate, terrain and vegetation of the area:-
 - It is wide enough and long enough to have a reasonable chance of preventing a veldfire from spreading to or from neighboring land;
 - It does not cause soil erosion; and
 - It is reasonably free of flammable material capable of carrying a veldfire across it.

CHAPTER 7 OFFENCES AND PENALTIES

1. When the Minister has published a warning of a high fire danger, any person who lights a fire in the open air will be guilty of a first category offence. (Fine and or imprisonment of up to two years).
2. Any owner, occupier or person in control of land on which a fire occurs who fails to take reasonable steps to extinguish the fire or to confine it to that land or to prevent it from causing damage to property on adjoining land, is guilty of a first category offence. (Fine and or imprisonment of up to two years).
3. Leaves a fire which he has lit, unattended, is guilty of a second category offence. (Fine and or imprisonment of up to one year).
4. Fails to prepare a fire break, give notice of intention to burn a firebreak and fails to meet the standard of readiness for firefighting is guilty of a second category offence. (Fine and or imprisonment of up to one year).

Fire-break agreement made and entered into by and between

.....

herein represented by

in his capacity as

(Hereinafter called "THE FIRST PARTY")

and

.....

of

herein represented by.....

in his capacity as.....

(Hereinafter called "THE OTHER PARTY")

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

IT IS AGREED THAT

The Parties will annually clear and thereafter maintain fire belts along the common boundary between their respective properties, or agreed to area, as described hereunder:-

.....

.....

and

.....

.....

on the following terms and conditions:-

1 The said fire belts will be reasonably free of flammable material capable of carrying a veldfire across it, including logs, and also where possible, tree stumps, to a width of _____ meters on each side of the common boundary, or to a width of _____ meters on each side of the agreed to area, 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 common boundary.

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

*(c) By one Party, namely..... clearing and maintaining the saidmeter 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 owner or his representative.

* Delete where not applicable.

3 By no 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 they shall further agree on alternate date/s of commencement in the event of weather conditions being unfavorable. 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. Such fire belt clearance shall have been completed by no later than the date determined by the Local Fire Protection Association or by the applicable Municipal by-laws, all of which dates are agreed to 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 reasonable 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 endeavor to obtain the necessary authorization from the national, provincial or local authority to burn the road reserve and 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.

6 Both Parties agree and acknowledge that this Agreement and the conduct regulated hereunder is concluded subject to the provisions of the National Veld and Forest Fire Act No 101 of 1998 and all other applicable legislation.

7 Both parties agree that for so long as they share a common boundary and there is no change to the location and / or position of the common boundary fire break, that this agreement will remain effective and in place until a replacement or new agreement is signed between the parties. This agreement is not transferable to any other party.

8 Obtain a valid burning permit from your local FPA on the day of the burn.

THUS DONE AND SIGNED ATon thisday of 2.....
in the presence of the undersigned witnesses:

AS WITNESSES :

1
.....

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

THUS DONE AND SIGNED ATon thisday of2.....
in the presence of the undersigned witnesses:

AS WITNESSES:

1
.....

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

LANDOWNERS PERMISSION / CONSENT TO BURN IN THEIR ABSENCE

I _____ as the (Owner/Manager/Representative)

Give _____ permission to carry out the following burning operations in my/our absence.

- Trace Line preparation by way of burning
- Fire break burning

I will not hold _____ responsible for the unlikely event of a controlled fire getting out of control and causing damage (inclusive of any related firefighting costs in attempting to bring the fire under control) or injury to any property, person or equipment whether it be my own or anyone else's.

Signed _____

At _____ on this the _____ day of _____ 20____

Witness: _____

Annexure 1 - Fire break sketch plan

