



Winelands Fire Protection Association

Neighbour / Landowner Agreement for Clearing and Maintenance of Firebreaks in Terms of the National Veldfire Act 101 of 1998

The National Veldfire Act 101 of 1998 prescribes the following statutory landowner requirements:

CHAPTER 4 – VELDFIRE PREVENTION THROUGH FIREBREAKS

1. Every owner on whose land a veld fire may start or burn or from whose land it may spread must prepare and maintain a firebreak on his/her side of the boundary between his /her land and adjoining land.
2. If an owner intends to prepare and maintain a firebreak by burning, he/she must determine a mutually agreeable date or dates with the owners of adjoining land for doing so, and inform the fire protection association, if any.
3. A owner may not burn a firebreak if:
 - the fire protection association objects to the proposed burning; or
 - a warning has been published because the fire danger is high in the region; or
 - the conditions are not conducive to burning of firebreaks; or
 - a burn permit has not been issued by the relevant authority.
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 veld fire from spreading to or from neighbouring land;
 - it does not cause soil erosion; and
 - it is reasonably free of flammable material capable of carrying a veld fire across it.

CHAPTER 7 – OFFENCES AND PENALTIES

1. Any person who lights uses or maintains a fire in the open air when the Minister has published a warning of a high fire danger, is 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. Any person who, in the open air leaves unattended a fire which he/she has lit, used or maintained before that fire is extinguished, is guilty of a second category offence. (Fine and or imprisonment of up to one year).
4. Any person who fails to prepare a firebreak, fails 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).

FIREBREAK AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN

Landowner of _____

herein represented by _____

(Full Name and Signature)

in his/her capacity as _____ (Hereinafter called "THE 1st PARTY")

and (make use of **Annexure 1** if more than one "OTHER PARTY")

Landowner of _____

herein represented by _____

(Full Name and Signature)

in his/her capacity as _____ (Hereinafter called "THE OTHER PARTY")

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

IT IS AGREED THAT:

The Parties will clear and thereafter maintain firebreaks along the common boundary between their respective properties, or agreed to common firebreaks away from the common boundary as shown in **Annexure 2**, on the following terms and conditions, and specified for each individual firebreak segment in **Annexure 3**:-

1. The said firebreak will be maintained in a cycle of years as specified.
2. The said firebreak will be the width in meters as specified and will be reasonably free of flammable material capable of carrying a veldfire across it, including logs, and also where possible, tree stumps, by the method specified from the following list:-
 - (a) Vegetation brush cut and/or hoed to ankle height (recommended method)
 - (b) Herbicides
 - (c) Mechanical
 - (d) Road
 - (e) Burning
3. The biomass resulting from the clearing of the said firebreak will be removed that same year by the method specified from the following list:-
 - (a) Broad spread outside of the break
 - (b) Stacked and burnt
 - (d) Transported away

4. The costs of clearing and thereafter maintaining the said firebreak, will be borne by the two Parties in equal shares, which will be effected by the means specified from the following list:-
 - (a) By each Party clearing and maintaining the said firebreak on his/her side of the said firebreak to half the width of the firebreak.
 - (b) By the Parties each clearing and maintaining those sectors of the said firebreak, of approximately equal length or work intensity, as indicated on the map or sketch plan in Annexure 2.
 - (c) By the Parties clearing and maintaining the said firebreak in equal alternating cycles.
 - (d) By the first named Party, clearing and maintaining the said firebreak, and by the second named Party paying a half share of the costs of such clearance and maintenance upon presentation of an invoice by the first named Party.
 - (e) By the first named Party making labourers available to the second named Party for the clearance and maintenance of the firebreak under the supervision of the second named owner or his/her representative.

5. By no later than 30 November in every year the Parties shall have their scheduled firebreaks complete. Should any Party fail to carry out his obligations before this date, 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.

6. Where any part of the firebreak shown in Annexure 2 (which is to be cleared and maintained) falls within or adjoining a road reserve of a public road and has not been cleared as specified, the Party responsible for the supervision of that part of the firebreak shall endeavour to contact the relevant authority.

7. The 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.

8. The 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 firebreak, 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 unless the new Party signs **Addendum 1**.

THUS DONE AND SIGNED AT _____ on this ____ day of _____ 20____
 in the presence of the undersigned witness:

1. _____
 ("THE FIRST PARTY")

2. _____
 (AS WITNESS)

THUS DONE AND SIGNED by "THE OTHER PARTIES" in **Annexure 2**.

ANNEXURE 1 – OTHER PARTIES

Landowner of _____

herein represented by _____

(Full Name and Signature)

in his/her capacity as _____ (Hereinafter called "THE 2nd PARTY")

and

Landowner of _____

herein represented by _____

(Full Name and Signature)

in his/her capacity as _____ (Hereinafter called "THE 3rd PARTY")

and

Landowner of _____

herein represented by _____

(Full Name and Signature)

in his/her capacity as _____ (Hereinafter called "THE 4th PARTY")

and

Landowner of _____

herein represented by _____

(Full Name and Signature)

in his/her capacity as _____ (Hereinafter called "THE 5th PARTY")

THUS DONE AND SIGNED AT _____ on this _____ day of _____ 20____

in the presence of the undersigned witness:

("AS WITNESS")

(only include if needed)

and

Landowner of _____

herein represented by _____

(Full Name and Signature)

in his/her capacity as _____ (Hereinafter called "THE 6th PARTY")

and

Landowner of _____

herein represented by _____

(Full Name and Signature)

in his/her capacity as _____ (Hereinafter called "THE 7th PARTY")

and

Landowner of _____

herein represented by _____

(Full Name and Signature)

in his/her capacity as _____ (Hereinafter called "THE 8th PARTY")

and

Landowner of _____

herein represented by _____

(Full Name and Signature)

in his/her capacity as _____ (Hereinafter called "THE 9th PARTY")

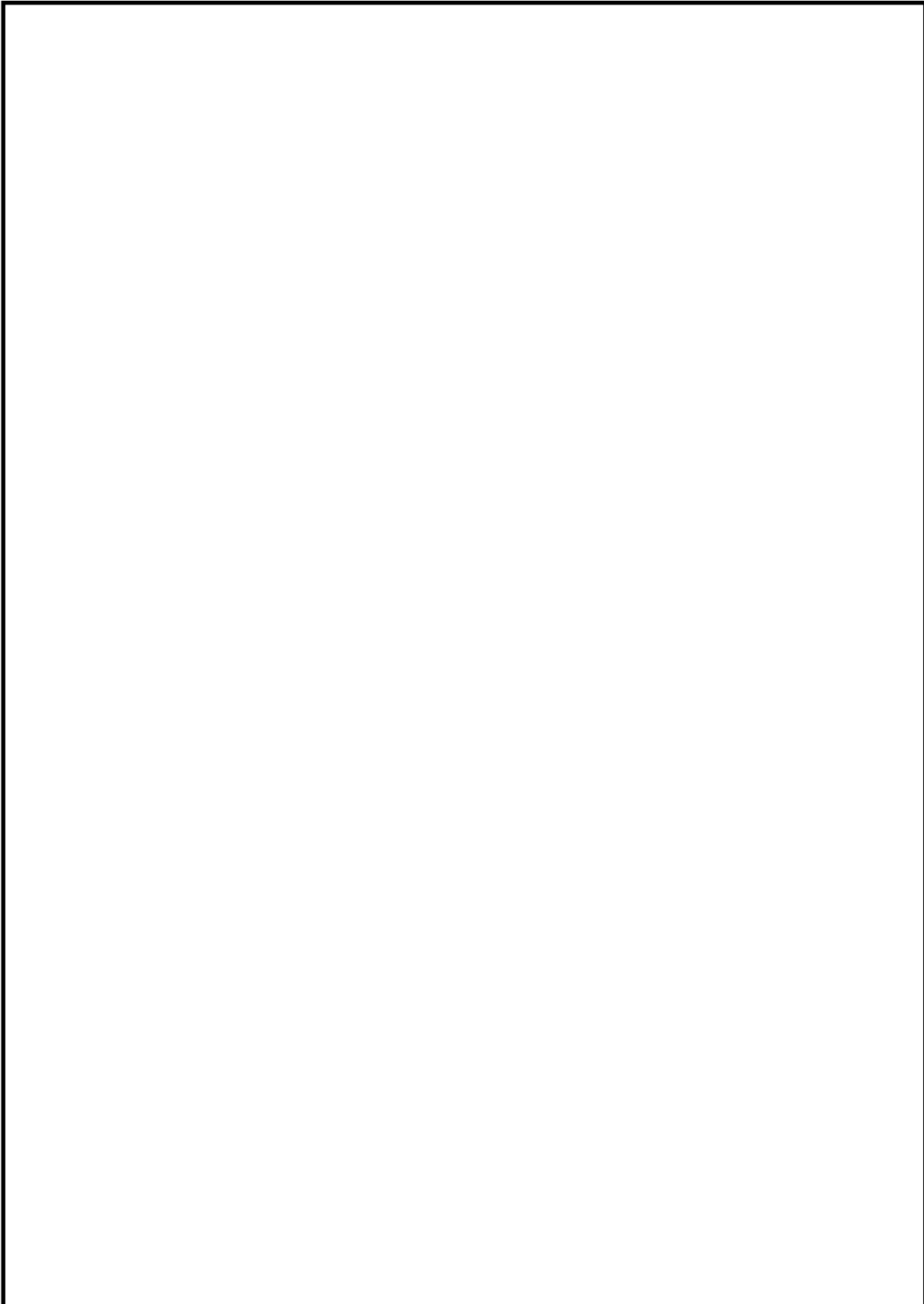
THUS DONE AND SIGNED AT _____ on this _____ day of _____ 20____

in the presence of the undersigned witness:

("AS WITNESS")

ANNEXURE 2 – FIREBREAK MAP / SKETCH PLAN

(include as many maps or sketch plans as required)



ANNEXURE 3 – TABLE OF SPECIFICATIONS FOR FIREBREAKS

Firebreak name	Prepared by	Maintenance cycle	Width	Preparation method	Biomass clearing	Cost sharing
<i>eg. A to B</i>	<i>eg. 1st & 2nd Party</i>	<i>eg. every year</i>	<i>eg. 10m</i>	<i>eg. (a)</i>	<i>eg. (b)</i>	<i>eg. (a)</i>

ADDENDUM 1 – CHANGE OF LANDOWNERSHIP

(include as many as required)

Landowner of _____

herein represented by _____
(Full Name and Signature)

in his/her capacity as _____ replacing details for "THE _____ PARTY")

THUS DONE AND SIGNED AT _____ on this _____ day of _____ 20____
in the presence of the undersigned witness:

(AS WITNESS)

Landowner of _____

herein represented by _____
(Full Name and Signature)

in his/her capacity as _____ replacing details for "THE _____ PARTY")

THUS DONE AND SIGNED AT _____ on this _____ day of _____ 20____
in the presence of the undersigned witness:

(AS WITNESS)