



Winelands Fire Protection Association

Neighbour / Landowner Agreement
for Clearing and Maintenance of Firebreaks
in Terms of the National Veld & Forrest Fire Act 101 of 1998

The National Veld and Forest Fire 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 the 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 accordingly.
3. A owner may not burn a firebreak if:
 - the delicated authority 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 the firebreak; 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 reasonable free of flammable material capable of carrying a veld fire across it

CHAPTER 7 – OFFENCES AND PENALTIES

1. Any person who lights or maintains a fire in open air when the Minister has published a warning of a high danger, is guilty of a fist category offence.
2. Any owner, occupier or person in control of land on which a fire accurs who fails to take reasonable steps to extinguish the fire or to confine it to that land or prevent it form causing damage to property on adjoining land, is guilty of a first category offence.
3. Any person who, in open air leaves a fire unattended which he/she has lit, is guilty of a second category offence.
4. Any person who fails to prepare a firebreak, fail to give notice of intention to burn a firebreak and fails to meet the standard of readiness for firefighting in guilty of a second category offence.

DESCRIPTION OF OFFENCE	SECTION	CATEGORY OF OFFENCE	PENALTY ON FIRST CONVICTION	PENALTY ON SECOND CONVICTION
A person lights, uses or maintains a fire in the open air when the fire danger rating is high	25 (1)	1	Fine or imprisonment up to 2 years	Fine or imprisonment up to 2 years
An owner, occupier or person in control of land on which a fire occurs fails to take reasonable steps to extinguish the fire confine it to that land prevent it from causing damage to property on adjoining land.	25 (5)	1	Fine or imprisonment up to 2 years	Fine or imprisonment up to 2 years
A person leaves a fire which he/she lit, use or maintain in the open air unattended, before the fire is extinguished	25 (2) (a)	2	Fine or imprisonment up to 1 years	Fine or imprisonment up to 2 years
A person lights, uses or maintains a fire in a road reserve for a purpose other than to burn a firebreak.	25 (2) (d) (ii)	2	Fine or imprisonment up to 1 years	Fine or imprisonment up to 2 years
An owner on whose land a veld fire may start or burn or spread who failed to prepare and maintain a firebreak on the property as close to border as possible.	25 (3) (a)	2	Fine or imprisonment up to 1 years	Fine or imprisonment up to 2 years
An owner whose land coincides with the boundary of the Republic and whose land is subjected to a risk of veld fire fails to prepare and maintain a firebreak as close as possible to the border.	25 (3) (a)	2	Fine or imprisonment up to 1 years	Fine or imprisonment up to 2 years
An owner who cannot reach agreement with his or her neighbour for a date on which both can burn their fire breaks, fails to give the owner of adjoining land, and the FPA if there is one, 14 days written notice of the day on which he or she intends to burn the fire breaks	25 (3) (b)	2	Fine or imprisonment up to 1 years	Fine or imprisonment up to 2 years
An owner burns a firebreak when the FPA has objected	25 (3) (c)	2	Fine or imprisonment up to 1 years	Fine or imprisonment up to 2 years
An owner fails to inform the owners of adjoining land and the FPA if there is one: - that burning of a firebreak cannot be done on the agreed days or if no agreement was reached, on the days he or she has given noticed for, - of the additional days on which he or she now intends to burn	25 (3) (d)	2	Fine or imprisonment up to 1 years	Fine or imprisonment up to 2 years

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 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 affected 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 September 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**

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

[illegible]

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)