



Cape Peninsula Fire Protection Association

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

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

Please note all references to the burning of firebreaks have been removed as this practice is not applicable in the area of the Cape Peninsula Fire Protection Association.

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.
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. 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).

Firebreak 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 firebreaks along the common boundary between their respective properties, or agreed upon boundary/ area, as described hereunder and indicated on the sketch plan or map:-

.....
.....

and

.....
.....

on the following terms and conditions:-

1 The said firebreaks 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 or agreed upon 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) Rakes
- *(b) Herbicides (only applicable to alien vegetation)
- *(c) Brush-cutter
- *(d) Chainsaw
- *(e) Other appropriate equipment taking into account EIA's

*Delete where not applicable.

- 2 The costs of clearing, and thereafter maintaining, the said firebreaks 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 firebreaks on his/ her side of the common or agreed upon boundary.
 - * (b) By the parties each clearing and maintainingmeters wide firebreaks along those sectors of the common or agreed upon boundary, of approximately equal length, **as indicated on the annexed sketch plan / map.**
 - * (c) By one Party, namelyclearing and maintaining the saidmeter wide firebreaks along the entire common/ or agreed upon 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 laborers available to the other party, namely, for the clearance and maintenance of the said firebreaks under the supervision of the said owner or his representative.
 - * (e) By each Party clearing and maintaining the entire firebreak on the common or agreed upon boundary every alternative year than the other Party.
- * Delete where not applicable.
- 3 By no later than the 1st day of October in every year the Parties shall by agreement set a future date on which, weather permitting, firebreaks 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 firebreak clearance or maintenance. Such firebreak clearance or maintenance shall have been completed by no later than the date determined by the Cape Peninsula 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.
- 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/ agreed upon 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.

Signed: The First Party

Name: _____

Signed: The Other Party

Name: _____

Annexure 1 - Firebreak sketch plan / map

(Showing widths, position and any other particular considerations of the common/ agreed upon boundary firebreaks.)