

Greater Rustenburg Fire Protection Association

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COLLECTIVE LANDOWNERS FIRE MANAGEMENT AND FIREBREAK AGREEMENT

AGREEMENT FOR CLEARING AND MAINTENANCE OF FIREBREAKS IN TERMS OF THE NATIONAL VELD & FOREST FIRE ACT 101, 1998, AND WITHIN THE **GRFPA** FIRE PROTECTION ASSOCIATION AREA OF OPERATION

Agreement entered into between

1. and
2. and
3. and
4. and
5. and
6.

in their capacities as registered Landowners and / or Land users (herein after referred to as the parties) of the properties known as (Refer to the attached diagram – Annexure A).

Whereas the above parties desire to collectively enter into an agreement in terms Chapter 4 of the National Veld & Forest Fire Act 101 of 1998 concerning the clearing and maintenance of firebreaks for fire protection purposes within the area per the attached diagram and as common landowners within the said boundaries (Refer to Annexure A).

IT IS AGREED AS FOLLOWS:

1. The parties acknowledge that they are all fully paid members of the Greater Rustenburg Fire Protection Association and have read and understood the Rules and Regulations of such Association.
2. The parties agree that firebreaks of approximatelymeters will be cleared and maintained by the parties on the collective external boundary lines of the properties and that any portion of the firebreak that will be narrower than indicated above or not follow the “collective” boundary fence, will be clearly indicated according to the sketch map attached hereto (Annexure A), which sketch map, for all intent and purposes, forms part of this agreement. The firebreak plan will also be signed by the neighbouring landowners of the collective properties in accordance with the National Veld & Forest Fire Act 101 of 1998.
3. The collective parties must also agree annually on any and all internal firebreaks within the collective boundaries in respect of block burning requirements for grass management purposes. The parties agree that no block burning can take place if the area to be burnt is not surrounded by a burnt or bare earth firebreak.

4. The parties agree that firebreaks will be cleared and maintained each year prior to the stipulated dates permitted for the burning of firebreaks, as published in the Rules and Regulations of the Greater Rustenburg Fire Protection Association, as amended from time to time, in the following manner, namely: by burning such firebreak and that the work will commence on approximately (date) and will be completed on or before (date). All and any preparation for the burning of firebreaks (tracer lines etc.) will be carried by the Landowners or a duly appointed agent and the costs thereof shared proportionately, unless otherwise agreed in writing.

5. The parties acknowledge that each has (or collectively the parties have) sufficient fire equipment and personnel in accordance with Greater Rustenburg Fire Protection Association standards, to burn the said firebreaks and the parties agree that the work and cost attached to the clearing and maintenance of the said firebreak(s) if done collectively or by a duly appointed agent be divided as follows:

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.....

.....

6. The parties acknowledge that the clearing and maintenance of the firebreak is the responsibility of the parties in accordance with the National Veld & Forest Fire Act 101 of 1998 and per the rules set by the Greater Rustenburg Fire Protection Association and accordingly undertake that in terms of this collective agreement no one party will institute any claim against the other party, for so long as the parties are all members of the Greater Rustenburg Fire Protection Association, for any damage or loss sustained or originated as a result of any act by the other party during such clearing or maintenance of the firebreaks. The Parties are the responsible parties with regard to the collective boundaries and will be held jointly and severally liable with regard to any possible consequences caused by the spread of fire from the collective boundary. This clause must be read in conjunction with the Presumption of Negligence clause per the National Veld & Forest Fire Act 101 of 1998, and signature hereto by the parties reflects full understanding of this clause.

7. The parties acknowledge that by signature hereto they may, as the collective parties, be held joint and severally liable for the spread of fire from the collective boundaries.

8. If any one of the parties neglects or fails to fulfil his / her obligations in terms of this agreement, and in terms of the stipulated notice periods as set out in the National Veld & Forest Fire Act 101 of 1998, the affected party and /or landowner may proceed with the clearing or maintenance of the firebreak and recover from the former party the agreed share of the cost of such clearing and maintenance.

9. This agreement commences on the date of signature hereof by all parties and remains in force for an unspecified period from the date of signature, provided, however, that the agreement can be amended in writing with the consent of all parties, or there is change in ownership.

10. Should any one party wish to terminate this agreement, it must be done in writing, providing 14 days' notice and such notice delivered to each of the other parties. Termination by any one party cannot be executed during 1 May – 31 October of each year as this would impact the collective firebreak agreement.
11. Should any party sell their property, the purchaser must be made aware of this agreement and if the property is transferred between [day/month] - [day/month] of each year the purchaser will be required to take on the responsibilities of this agreement as the new landowner.
12. This agreement is governed by the laws of South Africa.
13. The parties choose as their domicilii citandi et executandi the following:
 1.
 2.
 3.
 4.
 5.
 6.

THUS DONE AND SIGNED at **on this** **day of** **20**

1. SIGNATURE:..... NAME: ID No:.....	2. SIGNATURE NAME:..... ID No:
3. SIGNATURE:..... NAME: ID No:.....	4. SIGNATURE NAME:..... ID No:
5. SIGNATURE:..... NAME: ID No:.....	6. SIGNATURE NAME:..... ID No:

AS WITNESSES:

1. SIGNATURE:..... NAME: ID No:.....	2. SIGNATURE NAME:..... ID No:
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Annexure A – Property and Firebreak sketch plan

