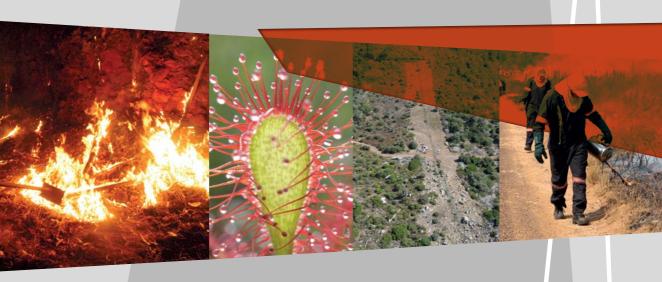
A GUIDE TO INTEGRATED FIRE MANAGEMENT

TOOLS

Please note that this document is for web display purposes only, and not for print.





Please note that the documents attached are intended as guidelines only and are not prescriptive in any way. The versions of documents were relevant at the time of publication and any person using the document must verify that they are referencing the most recent version. The documents and planning processes may differ among the various organisations.

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TOOL 1: INTEGRATED FIRE MANAGEMENT ROLES

The table below provides an overview of the functions and the respective roles and responsibilities of each stakeholder. Roles include project driver, support and informant. In the event that a stakeholder does not have the capacity (human or financial) to execute their role this can be delegated to another stakeholder.

Role	FPA	FMU	Land- owner	District & local Fire Services	WOF	Disaster Manage- ment	DAFF	Government Departments
Risk mapping	1		1				<u> </u>	
Mapping of members	Driver	Support	Informant	-	-	-	-	-
Collection of other landowner information	Support	Driver	Informant	-	-	-	-	-
Translation of information on QGIS (FOSS)	Driver	-	-	-	-	-	-	-
Add layers to GIS with veld type, veld age, burn history, DM risk assessment, human and social, economic, ecological, etc.	Driver	-	-	Support	Support	Support	-	-
Standardise risk ratings	Support	-	-	-	Support	Support	Driver	-
Apply rating to data – expert or participatory	Driver	Support	Informant	Support	-	Support	-	-
Stakeholder organisation a	nd commur	nication						
Identification of relevant stakeholders	Driver 1	Informant	Informant	Support		Support	Support	Support
Mobilisation of private landowners into FPA	Driver 2	Driver 1	Support	Support	-	-	Support	Support
Mobilisation of state landowners into FPA	Driver	-	-	Support	Support	Support	Support	Support
Mobilisation of parastatals and servitude holders	Driver	-	-	Support	Support	Support	Support	Support
Mobilising local municipalities	Driver	-	-	Support	Support	Support	Support	Support
Guidelines for prioritising stakeholders – willingness, risk rating	Driver	Support	-	_	Support	-	-	-
Fire awareness information dissemination	Driver	Support	-	Support	Support	-	-	-
Database of service providers to support members	Driver	Informant	Informant	Support	-	Informant	-	-
Fire management planning	- protectio	n, preventio	n and suppr	ession				
Strategic: high level linked to risk mapping – annual review	Driver	Informant	-	Support	-	Informant	Support	-
Set minimum standards for fire prevention and readiness for members	Driver	Informant	Informant	Support	Support	Support	Support	Support
Risk reduction plan: fire belts – strategic and tactical, fuel load reduction – alien clearing, resource mobilisation	Support	Driver 2	Driver 1	Support	Support	Support	Support	Support

Role	FPA	FMU	Land- owner	District & local Fire Services	WOF	Disaster Manage- ment	DAFF	Government Departments
Controlled burns	Support	Support	Driver	Support	Support	-	-	-
Tactical: Local planning – FMU and landowner	Support	Driver 2	Driver 1	Support	Support	Support	-	-
Communication of fire danger rating	Driver	-	-	Support	Support	Support	-	-
Agree mechanisms for coordination of actions with adjoining FPAs	Driver	-	-	Support	Support	Support	-	-
Fire fighting resource identification and deployment plan	Informant	-	Support	Driver	Support	Driver if disaster	-	-
Pre fire season planning and post fire season debrief	Driver 1	Support	Support	Support	Support	Driver 2	-	-
Communication plan: awareness and operational	Driver	Support	-	Support	Support	Support	Support	Support
Detection and suppression								
Detection systems: landowner, AFIS, other	Driver 1	-	Support	Support	Driver 2	Support/ Driver	-	-
Reporting of fires: emergency number, system	Driver 2	-	-	Driver 1	-	Driver 1 (emergen- cies)		
Suppression plan	Support	Support	Driver 1	Driver 2	Support	Driver 3 (emergen- cies)	-	-
SOP and incident control: provincial standard to be applied for typing of incidents and resources	-	-	-	Driver 1	Support	Driver 1 (emergen- cies)	-	-
Handling of emergencies	-	-	-	Support	-	Driver	-	-
Training	Driver	-	-	Support	Support	-	-	-
Post incident debriefing and record-keeping / statistics	Driver 2	Informant	Informant	Driver 1	Support	Driver 1 (emergen- cies)	-	-
Rehabilitation								
Land rehabilitation	-	-	Driver	-	-	-	-	Support
Mobilisation of resources	Support	-	Driver	-	Support	-	-	Support
Reporting	Driver	Support	Informant	-	-	-	-	Support
Record-keeping and Monito	oring & Evalu	ıation						
Database: title deed	Driver	Informant	Informant	Support	-	-	-	-
Live membership database	Driver	Informant	Informant	Support	-	-	-	-
Fire statistics collation	Driver	Informant	Informant	Support	Support	Support	-	-
Contact directory	Driver	Informant	Informant	Support	Support	Support	-	-

[NAME]

FIRE PROTECTION ASSOCIATION

CONSTITUTION [DATE]

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1. Name of the Association

a. The name of the Association is: [NAME] FIRE PROTECTION ASSOCIATION herein referred to as "the Association".

b. The Association will henceforth trade under the following name: [NAME] FIRE PROTECTION ASSOCIATION

- c. Upon approval by the department responsible for the administration of the National Veld and Forest Fire Act, the name of the Association will change to [NAME] Fire Protection Association;
- d. The shortened name will be "[FPA]".

2. Body Corporate

- a. The Association shall exist in its own right, separately from its members, and will continue to exist even if membership or office bearers are amended.
- b. The Association will be able to own property, capital or other assets, and will be able to sue and be sued in its own name.

3. Area of the Association

- a. The domain of the Association falls principally within the [NAME] District Municipal boundaries1.
- b. The general boundaries of the Association are described in Annexure A.
- c. The land use in the domain includes rural commercialised agricultural properties (commercialised and non-commercialised), rural communally owned properties, large mountainous conservation areas managed by conservation authorities and by private land owners, urban areas managed by local authorities, and other state land managed by various government departments.
- d. The Association is divided into Management Units, according to geographical areas.

4. The Address of the Association

a. The postal address of the Association is:

[NAME] Fire Protection Association [POSTAL ADDRESS]

b. The physical address of the Association is:

[PHYSICAL ADDRESS]

c. The electronic correspondence address of the Association is:

[EMAIL ADDRESS]

5. Application of the Act to this Constitution

a. This constitution must adhere to Chapter 2 of the National Veld and Forest Fire Act (No.101 of 1998) (the Act) and the regulations promulgated thereto.

6. The Objectives of the Association

- a. The primary objective of the Association is to provide a community driven Integrated Fire Management service to members of the Association; and
- b. The secondary objectives of the Association are to:
 - i. Predict, prevent and assist with wildfires, where possible;
 - ii. Assist members to comply with the Act, the regulations made in terms of the Act, this constitution and rules,
 - iii. Improve the knowledge base for the implementation of Integrated Fire Management strategies;
 - iv. Improve awareness on Integrated Fire Management and prevention; and
 - Reduce fire risk associated with the occurrence of wildfires by devising Integrated Fire Management plans.

7. Duties and Functions of the Association

- a. The duties and functions of the Association are to:
 - i. Develop and implement a veldfire management strategy for the area;
 - ii. Make rules that will bind members;
 - Regularly communicate the fire danger rating referred to in sections 9 and 10 of the Act to its members;
 - iv. Organise and train its members in fire fighting, management and prevention;
 - v. Inform its members of equipment and technology available for preventing and fighting veldfires;

¹ The boundary of the FPA should correspond with local or district municipal boundaries

- vi. Annually provide the Minister with statistics about veldfires within the Association;
- vii. Provide any information requested by the Minister in order to prepare or maintain the fire danger rating system;
- viii. Assist members to prepare applications for exemption from the duty to prepare and maintain firebreaks in terms of Section 15 of the Act;
- ix. Carry out the powers and duties passed on to it by the Minister;
- x. Appoint personnel to ensure compliance to the Act and to improve management capacity within the Association;
- xi. Provide fire fighting resources to members at a fee, when available;
- xii. When possible, provide technical support and information to members. This would include instances where insurance claims are being investigated; and
- xiii. Where appropriate, conclude agreements with adjoining Fire Protection Associations relating to matters of common interest and collaboration.

8. Membership

- a. All landowners as defined by the Act and within the domain of the Association can become members.
- b. All landowners, lessees, state entities, municipalities, or communities, are members provided that:
 - i. they have applied for membership and completed and submitted membership application forms; and
 - ii. they have paid their membership fees. The membership of any existing member will automatically lapse if they are in arrears with the payment of their membership fees.
- c. If any member of the Board (EC) objects to any applicant's admission as a member or any member's continued membership, the Board must, within fourteen (14) days:
 - i. give the applicant or member written reasons for the objection;
 - ii. consider application at the next Board meeting; and
 - iii. notify the applicant or member of the date, time and place of the meeting.
- d. The applicant or member has the right:
 - i. to speak at the meeting and argue for admission or continued membership; and
 - ii. to make a complaint to the Minister if not satisfied with the Board's decision.

9. Membership Database and Communication

- a. Every new member must provide the FPA General Manager and the Manager of the Fire Management Unit within which their property is located with a fully completed and signed application form in order to ensure that the correct information is available for the database.
- b. Every member must inform the FPA General Manager and the Manager of the Fire Management Unit within which their property is located of any change of address, telephone number, e-mail address or transfer of property, within two weeks.
- c. The FPA General Manager or any other designated employee must keep all the details referred to in sub-paragraphs (1) and (2), and other relevant information, in a Register of Members.

10. Responsibilities of Members

- a. Members of the Association are responsible to:
 - follow this constitution, the rules of the Association and the rules of the Fire Management Unit in which their property is located;
 - ii. adhere to guidelines and management practices that may be determined by the Association;
 - iii. commit themselves to the implementation of a fire management plan where such plans exist;
 - iv. pay any fees and charges as set by the Association from time to time;
 - actively involve and participate in activities and capacity building programmes offered by the Association; and
 - vi. comply with the requirements of the National Veld and Forest Fire Act, particularly in relation to the establishment of firebreaks, the reduction of fuel loads, the retention of fire fighting equipment and staff, and preventing the starting of fires on their land or the spread to adjoining land.

11. Termination of Membership

- a. A member may terminate his or her membership by written notice to the FPA General Manager, or when selling the property.
- b. If a member terminates membership, he or she gives up all fees and charges already paid, and remains liable for any outstanding monies to the Association.
- c. Membership is automatically terminated if a member does not pay his/her membership fees within three months after the start of the financial year of the FPA and receipt of invoice.
- d. A person whose membership has automatically terminated due to non-payment of membership fees, who subsequently seeks to reinstate their membership, will be required to again pay the once-off joining fee.
- e. The property of a member who dies will still be protected under this Constitution if:
 - i. on his or her death, the fees, charges and interest are fully paid; or
 - ii. his or her successor-in-title applies for registration.
- f. The association may terminate membership of any member who fails to comply with the rules after receiving a notice of failure to comply with an agreed rectification plan from the Fire Protection Officer.

12. Income and Assets

- a. The Association will keep a record of all assets and procurements and will not give or donate any funds or property to its members or office bearers, except if such person or office bearer has been in service of the Association and is paid in accordance with such duties. A member may only be reimbursed for any expenses if he/she has paid for such expenses in line with his/her duties.
- b. Members or office bearers will have no vested rights over any assets belonging to the Association.

13. Fees, Charges and Interest

- a. The Board will annually determine and, at the Annual General Meeting, approve a budget for the forthcoming year.
- b. The Board will from time to time:
 - determine fees and charges for membership and services that are necessary for the proper management of the Association; and
 - ii. charge interest on unpaid fees that will be calculated according to rates of financial institutions applicable at that time.
- c. The fees of the Association are:
 - a once off joining fee, in an amount determined at an Annual General Meeting, regardless of the size of the land;
 - ii. annual fees based on a rate determined at the last Annual General Meeting;
 - iii. any other fee that may be charged for any other services and resources provided by the Association; and
 - iv. any annual or once-off levy imposed by the Fire Management Unit.
- d. Annual membership fees must be paid within 90 days of the start of the financial year.
- e. If membership fees are not paid timeously, membership will automatically lapse and a lapsed member will be required to again pay the joining fee in order to restore membership.
- f. If a member should die, their successor-in-title shall not be liable for the payment of the once-off joining fees, provided that the membership of the deceased has not lapsed.
- g. Any increase in registration and membership fees must:
 - i. be approved at an Annual General Meeting by the majority of voting members present; or
 - ii. if not done at an Annual General Meeting, be approved by the majority of voting members present at a special general meeting called for that purpose.
- h. Notwithstanding the above, provided that they meet the total membership fee contribution budgeted by the Board for the members of a Fire Management Unit, members of that Fire Management Unit may determine an alternative fee structure for their members.
- i. Any annual or once-off levy relating to a Fire Management Unit must:
 - i. be decided by the majority of members of that Fire Management Unit present at a meeting called

- for that purpose and approved at the Annual General Meeting, or at a special general meeting called for that purpose; and
- ii. The basis of fee calculation must be included in the proposal that is put forward at an Annual General Meeting.
- j. All levies must be paid directly to the Association unless otherwise agreed between the Association and the majority of the members of a Fire Management Unit.

14. Liability of Members

- a. Members are not individually liable for any debts or duties owed by the Association.
- b. Members are liable for unpaid fees and charges and interest thereon.

15. The Structure of the Association

- a. The Association will consist of the following bodies:
 - i. The Board
 - ii. The Advisory Forum
 - iii. The Management Oversight Committee
 - iv. The Management Team
 - v. Fire Management Units
- b. The Board of the Association
 - i. The Board of the Association will -
 - 1. Be responsible for the governance of the Association.
 - 2. In consultation with the Advisory Forum of the Association:
 - a. set policy for the Association; and
 - b. determine the strategic direction of the Association and make decisions relating to it.
 - 3. Appoint any staff of the Association.
 - 4. Guide, oversee and assist the FPA General Manager in performing their day to day management functions. This includes, but is not restricted to, communication with key roleplayers and members.
 - 5. Compile special reports, documents and policies.
 - 6. Procure the items needed for effective management of the Association.
 - 7. Represent the Association on other committees or meetings as needed from time to time.
 - 8. Prepare and sign off annual financial documents after membership approval.
 - 9. From time to time assign responsibilities and specific tasks to a member, employee, a person or an institution. This will include a committee that determines staff remuneration packages.
 - ii. The Board of the Association will consist of the following:
 - 1. As full members:
 - a. By virtue of their office:
 - i. The Chief Fire Officer of the District Municipality;
 - ii. The Fire Advisor employed by the Department of Agriculture responsible for the district;
 - b. By virtue of their land ownership:
 - i. One representative from a nature conservancy;
 - ii. One person collectively representing the Government Department, Local Authority and other Organ of State that manages land within the boundaries of the Association;
 - iii. One private landowner from each Fire Management Unit:
 - such private land owner to be nominated by the members of that Fire Management Unit at the AGM;
 - 2. in the event of such private landowner not being nominated or subsequently vacating office, a landowner from that fire management unit may be co-opted by the Board.
 - 2. As associate members:
 - a. any other member that has been co-opted for a specific input or task; and
 - b. any service provider engaged within the Working on Fire programme.

- 3. An associate member does not have voting rights on the Board, but can provide input to the issue in hand; and
- 4. A person in the employment of the Association may not be elected to the Board.
- iii. The Board will be convened as follows:
 - 1. At the AGM, the members will elect a person who is a member of the Board by virtue of their landownership to serve as the Chairperson,
 - 2. The members of the Board, including the Chairperson, are elected for a period of two (2) years, but may stand for re-election at the end of that period. The membership of the Board will be staggered so to ensure continuity with 50% being appointed each year; and
 - 3. If any Board member resigns, dies, becomes incapacitated or disqualified, or is removed from office, the Board will appoint a suitable candidate to serve on the Board for the remaining period until the next Annual General Meeting.
 - 4. A member of the Board becomes disqualified if he or she:
 - a. is declared to be of unsound mind by a court of law;
 - b. is convicted of a crime involving fraud or corruption. Any member serving a suspended sentence may not serve on the Board; and
 - c. has been absent without a valid reason from two consecutive Board meetings.
- iv. Between Annual General Meetings the Board will seek to discharge its business at meetings convened to take place immediately after the meeting of the District Fire Working Group, or every four months, whichever occurs sooner; and
- v. A minimum of five (5) Board members, which includes the Chief Fire Officer, present at a meeting will constitute a quorum.
- c. The Advisory Forum of the Association
 - i. The [NAME] District Fire Working Group convened by the Chief Fire Officer of the District will serve as the Advisory Forum of the Association.
 - ii. The Advisory Forum of the Association will:
 - 1. Give strategic guidance to the Association; and
 - 2. Help integrate the fire management efforts of the Association into other fire management initiatives within the district.
- d. The Management Oversight Committee:
 - The function of the Management Oversight Committee is to oversee the day to day function of the affairs of the Association between Board meetings;
 - ii. The Chairperson of the Board and the Fire Protection Officer will form the management oversight committee; and
 - iii. The Management Oversight Committee will meet monthly with the FPA Manager.
- e. The Management Team:
 - The Board may employ any person it considers necessary to help the Association to carry out its function, including an FPA manager; and
 - ii. All employees remain in employment notwithstanding any change in the Board.
- f. Fire Management Units:
 - i. A Fire Management Unit of the Association:
 - consists of a localised area, in which integrated fire management efforts between individual landowners can be most effectively coordinated, existing FPA's becoming part of the Association will generally become a single Fire Management Unit;
 - 2. may in turn be divided into small fire management areas based on logistical fire management requirements;
 - 3. gives guidance to the Association on Integrated Fire Management in the area covered by the FMU:
 - 4. is to hold bi-annual meetings for the purpose of pre-fire season planning and post-fire season feedback; and

- 5. may require that the Association ring-fences assets provided and funds raised by the fire management unit as being for the benefit of that Fire Management Unit.
- ii. The area of the individual Fire Management Units will be determined annually by the majority of the members at the Annual General Meeting.

16. Finances

- a. The financial year of the Association starts on 1 April and ends on 31 March of the following year.
- b. The Association will appoint a suitably qualified person and/or institution to be responsible for the financial administration of the Association.
- c. The person and/or institution must present a financial statement of the Association's accounts for the previous financial year, including full details of income, expenditure and assets.
- d. The financial statement must be available within reason for inspection by any member for a period of three (3) weeks (21 days) from the date of the annual general meeting.
- e. All financial year-end documents must be signed off by the Board.
- f. The Association will operate as a voluntary association in terms of the common law, unless the National Veld and Forest Fire Act is amended to provide for a non-profit Company and the members then decide to change the nature of the entity.
- g. The Association will further operate as a non-profit organisation.
- h. A bank account and, if necessary, petrol and debit/credit cards will be opened at an accredited financial institution as decided by the Board.
- i. The year-end financial statements must be signed off by the board.

17. Annual General Meeting

- a. An annual general meeting must be called by the Board
 - i. within sixty (60) days of the end of the financial year, and
 - ii. with fourteen (14) days of written or emailed notice to all members.
- b. In addition to any other business, the annual general meeting must include:
 - i. the annual report presented by the FPA General Manager or the Chairperson of the Association;
 - ii. presentation of the financial statements of the Association by the accounting officer;
 - iii. the Fire Protection Officer's report;
 - iv. the introduction and approval of any increase of fees, charges or interest;
 - v. changes to the constitution, business plan and rules; and
 - vi. additional agenda points that have been submitted to the FPA General Manager at least seven (7) days prior to the meeting.
- c. Each Fire Management Unit will be entitled to delegate one voting member to attend and vote at the Annual General Meeting. Such voting member will be determined by simple majority of the paid up members of that Fire Management Unit.
- d. One (1) voting member from each of fifty percent (50%) of the Fire Management Units is needed to form a quorum.
- e. If a quorum is not reached, the meeting is adjourned and after ten (10) minutes may be reconvened where the voting members present will constitute a quorum.
- f. Discussion at the meeting will be limited to the circulated and notified agenda.
- g. Only those voting members whose registration and membership fees are fully paid up have a right to vote, subject to the number of votes described in Section 19.

18. Special General Meeting

- a. The Board may convene a special general meeting at any time giving fourteen (14) days' notice stating the reason for the meeting and providing an agenda.
- b. A special general meeting must be convened by the Board if
 - i. thirty (30) or five percent (5%), whichever be the lesser, of the paid-up members request this meeting in writing and name the issues to be dealt with.

- Each Fire Management Unit will be entitled to delegate one voting member to attend and vote at the Special General Meeting.
- d. The voting members present will constitute a quorum.
- e. Discussion at the meeting will be limited to the circulated and notified agenda.

19. Voting

- a. Only members qualifying for membership in terms of section 17 (f) may vote on the delegate to represent the relevant Fire Management Unit at an Annual or Special General Meeting.
- b. A member, voting member or Board member may vote for other members by means of a written and signed proxy.

20. Dissolution

- a. The Association may be dissolved
 - i. by a resolution passed at an Annual General Meeting or a Special General Meeting called for that purpose; and /or
 - ii. by its deregistration by the Minister under section 8 of the National Veld and Forest Fire Act (No. 101 of 1998).
- b. After confirmation of the dissolution and at that meeting, the members must pass a resolution for the appointment of a liquidator to dispose of the Association's assets, pay its debts and settle its liabilities.
- c. Any net proceeds from the assets of the Association will be paid over by the liquidator to a non-profit organisation with basically the same objectives as the Association.

21. Dispute resolution

- a. In the event of a dispute between members regarding operational matters, members must negotiate to resolve the dispute.
- b. If such negotiations fail, any member may approach the Management Oversight Committee, who shall appoint an independent arbitrator of good standing to resolve the dispute and whose decision shall be final. Any costs incurred shall be borne by the parties to the dispute.
- c. In the event of a dispute between members of the Association and Board and/or Management Oversight Committee, then the process in preceding sub-paragraph should be followed with the exception that the appointment of the arbitrator shall be by the Chairperson of the Association and the member's party to the dispute by consensus.

22. Declaration

This constitution was adopted as the constitution of the [NAME] FPA at the	e general meeting held on the			
(List of members that attended are attached as annexure A)				
Signatures				
Chairman	Date			
Secretary	Date			

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FIRE PROTECTION ASSOCIATION RULES

(Where rules concern the FPO, he/she is responsible for overseeing the implementation thereof and/or he/she can delegate these duties to a capable person in each management unit)

1. Membership

- 1.1 All members must undertake to abide by the Rules and Code of Conduct (Annexure A) of the FPA as stipulated in Chapter 2 section 4(6) of the National Veld & Forest Fire Act (No. 101 of 1998).
- 1.2 All members must be conversant with and abide by the Constitution of the FPA as drafted in terms of the regulations under the National Veld and Forest Fire Act (No. 101 of 1998), which sets out the functions of the Association.
- 1.3 Any landowner applying for membership must complete the "Proforma Membership Application" form, otherwise the application will not be accepted.
- 1.4 It is the responsibility of members to notify the Secretary of the Association in writing of any change of membership details according to Section 8 of the Constitution, including change of ownership.
- 1.5 Members must pay the membership fee as set by the FPA every year before 31 July.
- 1.6 Membership is automatically terminated if a member does not pay the membership fees, charges or interest within 90 days.
- 1.7 In order to terminate membership, members are required to give written notice of termination of membership.
- 1.8 New membership annual fees will be charged prorata.

2. General

- 2.1 All members must comply with the National Veld and Forest Fire Act (No. 101 of 1998) and strive to comply with the Conservation of Agricultural Resources Act (No. 43 of 1983) in terms of alien vegetation clearing.
- 2.2 All members must be conversant with the overall Business Plan, including the Veldfire Management Strategy for the FPA and other Acts and by-laws as mentioned in the Business Plan.
- 2.3 Members must attend the Annual General Meeting (AGM) to elect office bearers and decide on any amendments to the Business Plan and fee structure.

3. Specific fire hazard area protection

- 3.1 Members are responsible to isolate any fire hazardous area that is present or likely to develop on their property to eliminate any danger it may create to themselves or adjoining properties.
- 3.2 Where members are in doubt regarding the danger of a specific area they must contact the FPO for advice.

4. Housekeeping

4.1 It is the responsibility of every member to ensure that the buildings on their property are protected and made safe against the danger of fires. (Examples of remedies are to create firebreaks and clean areas around properties and orchards, clean gutters, sprinklers on thatched roofs, etc.)

5. Fire Management Plan/Hazard assessment

- 5.1 An Integrated Veldfire Management Plan (for a 5 year timeframe) must be submitted for each management unit, to the Executive Committee and FPO for approval, within a year after the registration of the FPA. Also see Section 9. This 5-year plan will include an annual plan of operation.
- 5.2 Members must carry out an annual Fire Hazard Audit in conjunction with the relevant representative member of the Executive Committee during February or March and prepare an action plan where this affects their property.

6. Compliance with Fire Danger Rating (FDR) System

- 6.1 Forecasts of the fire danger rating will be communicated to members on a daily basis
- 6.2 Members must be conversant with the daily fire danger rating system and comply with the instruction (pertaining to the danger ratings, e.g. fires in the open air, standby levels, etc.), enforce and apply prescribed actions and restrictions strictly. See Standard Fire Rating requirements.

7. Designated fireplaces

Must be at a site or permanent constructed fireplace surrounded by ground that is clear of all combustible matter for a distance of at least 2 meters. Fires may not be left unattended until entirely extinguished.

8. Firebreaks

- 8.1 All members are responsible for the creation of firebreaks and must comply with the prescriptions for firebreaks in the approved Integrated Veldfire Management Plan for each management unit.
- 8.2 Firebreaks must be prepared and maintained on an annual basis as from January, and must be completed by no later then the end of March.
- 8.3 Members must comply with the National Policy applicable to exemptions.
- 8.4 Firebreaks may be prepared by any method but must avoid negative environmental impacts as far as possible.

9. Prescribed burning

- 9.1 Members must comply with the prescribed burning program where it applies to their property and the program must be updated annually during November.
- 9.2 Members intending to conduct a prescribed block burn must obtain a burning permit from the relevant authorities delegated by the Fire Protection Association to conduct the burn.
- 9.3 Members must observe all conditions of their burning permit.

10. Minimum fire fighting requirements

- 10.1 All members must comply with Chapter 5 of the National Veld and Forest Fire Act (No. 101 of 1998) by having equipment, protective clothing and trained personnel as is reasonable for the extent of the member's property. Adhere to minimum requirements for fire fighting.
- 10.2 Before approval of the Integrated Veldfire Management Plan as stipulated in Section 5.1, the representative Executive Committee member and the FPO must evaluate all the properties within the management unit and will check compliance with the minimum fire fighting requirements as per Section 10.1.
- 10.3 Current members of the FPA with fire fighting capabilities may assist other members as the Mutual Aid Agreement.
- 10.4 All members must ensure that, in their absence, there is a responsible person present on or near the property that will assist in extinguishing fires and take reasonable steps to alert the FPO and neighbouring landowners when the Fire Danger Rating is high.

11. Training

- 11.1 Members and/or their staff performing fire fighting must be trained in basic fire fighting by a FIETA/ SETA accredited training institution.
- 11.2 All persons fighting fires must have the minimum safety equipment and protective clothing that is required for fire fighting.
- 11.3 The FPA will have the following responsibilities with regards to training:
 - Schedule courses for members and persons in charge of fires or firefighters;
 - Schedule refresher training on a regular basis for trained members and staff;
 - Schedule training for new members and their staff;
 - Ensure that training is conducted on an acceptable level; and
 - · Organise field days for members, staff and firefighters for additional training.
- 11.4 A member has the following responsibilities in regard to training:
 - · Make persons available for scheduled courses;
 - Carry the cost of refresher training if funding could not be secured;
 - Keep a register of all trained persons in their service, which include name, ID, type of course, training institution, and copy of certificates.

12. Reporting Fires

- 12.1 Members must report all fires immediately after being sighted to their neighbours and the FPA / FPO.
- 12.2 The landowner on whose property the fire started must fight the fire. Members must offer assistance wherever practically possible. This assistance may be charged at a prescribed tariff determined annually by FPA.
- 12.3 Members must be aware of the weather conditions and other circumstances regarding the spread of the fire and to take adequate precautions and actions during a fire situation.
- 12.4 The FPA / FPO will follow the fire reporting structure as described by the fire management plan for different management unit.

13. Operational response and management / incident command

- 13.1 Members must adhere to the fire fighting command structure as per the Business Plan and be conversant with the chain of command and communication procedures for the management unit.
- 13.2 Members must be aware that the FPO may assume command upon arrival.
- 13.3 Members must verbally hand over the incident to the FPO and inform him/her of any specific danger areas.

14. Fire access

- 14.1 Members must ensure that access routes for fire fighting are reasonably maintained.
- 14.2 Members must understand that in the absence of any access, fences will be damaged to gain access to the fire. Repairs to the fences will be for the account of the landowner on whose property the fire is burning.

15. Post fire actions

- 15.1 The following Mopping-up Rules to apply:
 - The scene of the fire may not be left unattended.
 - The perimeter must be patrolled and any smouldering material within 5m of the perimeter of the fire
 extinguished. Patrolling is especially necessary where underground fires may have occurred e.g. in
 dense litter or marshy ground.
 - The fire line should be patrolled for at least two days or until a qualified Fire Boss declare the
 area safe.
- 15.2 All fires must be reported to the Fire Protection Officer on the standard Fire Report form with an accurate to-scale map. The FPO must send this to DAFF and the FPO who must keep statistics of all fires in the FPA.
- 15.3 Areas exposed by fire, which have the potential for erosion, must be identified for future action.
- 15.4 All fire fighting equipment must be checked and serviced after each fire.
- 15.5 The FPO must conduct a debriefing session to evaluate the fire fighting action in all major fires. Members should make every effort to attend post mortems of fires that they were involved in or were threatened by.

16. Statistics

- 16.1 Each management unit must supply fire statistics to the FPO including a fire report or or where assistance was rendered at a fire, to ensure adequate record.
- 16.2 The FPO must update the statistics and forward it to the Secretary for annual submission to the Minister.
- 16.3 Members must hand in the prescribed fire reports within 5 days after a fire has been brought under control.

17. Fire Debrief

17.1 The FPO will conduct a fire debrief when necessary to discuss the actions during the fire especially where the fire spread across properties.

18. Mutual aid agreement

18.1 Where appropriate, each management unit members shall draw up formal agreements with neighbours within the unit regarding mutual assistance and procedures.

19. Communications

Radio and telecommunication standards:

- 19.1 Members must ensure that some form of communication is achieved with their staff and other members
- 19.2 Member contact details must be given to all members and the FPO in order to communicate with each other.
- 19.3 Spare radios may be handed to members at the fire scene for the FPO to communicate with them during a fire situation

20. Invasive Alien Plant Clearing

- 20.1 The coordinated removal of invasive alien plants is of importance to reduce combustible fuel and to improve biodiversity.
- 20.2 Fire Management Units must compile a map of the current status of invaded areas.
- 20.3 Landowners must endevour to secure funds to clear areas according to a priority plan.
- 20.4 The use of biological control should also be considered for the eradication of invading aliens.

21. Enforcement

- 21.1 The following will be the enforcement officers regarding provisions under the National Veld and Forest Fire Act (No. 101 of 1998), by-laws affecting fires, and the rules of the FPA as applied within the area of the FPA:
 - · The Fire Protection Officer;
 - The Chief Fire Officer and members of the Fire Service;
 - · Forest Officers of the Department of Agriculture, Forestry And Fisheries; and
 - Members of the South African Police Service.

TOOL 4: PROFORMA MEMBERSHIP APPLICATION FORM

1. MEMBER INFORMATION	N			
Landowner's name / Nam	e of Business			
Name of property	Name of property			
Responsible person (mana	ger)			
		<u>'</u>		
		P.O Box / Pri	ivate Bag	
		Town		
		Postal code		
Contact details		Tel		
		Fax		
		Cell		
		E-mail		
Accounting details: Name	e of account holder			
Contact person for accoun	nts enquiries			
E-mail address for accoun	ts			
Municipality	Municipality			
Fire Management Unit				
GIS	Pastel	Database		
		nd completed form		
	[Fire Pro	otection Associatio	on]	
age 1				

Farm name and number				Size
TOTAL AREA				
		Name		Contact number
Surrounding neighbours				
3. OWN FIRE FIGHTING R	ESOURCES			
Item	Qua	antity	Item	Quantity
Trained teams and number available	ers		Radios including NEAR	
Bakkie Sakkies (300-700	1)		Aerial refill points	
Tankers with capacity mo than 1000l	re		Trailed Sprayers ("Spuit Karre")	
Fire Beaters			Knap Sacks	
. COSTS (AS DETERMINE				
Joining fee R + Ar	inuai Fee p	ending on the s	ize of the property	
51ha or less = R 51-500ha = R		= R	500 - 2025ha = R	More than 2025ha = R per hectare
Other government departments, institutions that are not landowners			R	/year
ignature				/20
		D/	l completed forms to	
		Piease sena	completed forms to	

2. PROPERTY INFO

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TOOL 5: GUIDELINES TO ASSESS FORM 1 - APPLICATION TO REGISTER AN FPA

APPLICATION TO REGISTER A FIRE PROTECTION ASSOCIATION PART 1

An FPA must apply for registration in two parts. The first part is the completion and submission of Form 1, "Application to register a fire protection association Part 1", for the Department's approval. The reason for this is that before FPAs spent a large amount of time and effort required to fill in Form 2, the Department needs to ensure that four basic prerequisites for the formation of the FPA have been met: the name of the FPA is unique; the area of the FPA is appropriate (not too small, too large or overlapping with another FPA); no other FPA exists within the same area; and local government approves of the formation of the FPA.

Particulars of the Fire Protection Association

Elements in application form	Guiding notes
1.1. Name:	This field must contain the phrase "Fire Protection Association". The name must be unique for any given District or Metropole; Head Office will check against the record of applications and registrations to ensure this but will issue lists at regular intervals to guide applicants. [Alternately, the FPA Registration Management System will have a facility to check the name.]
	Assessment criterion: item is complete.
1.2. District Municipality(ies) or Metropole(s) within which the Fire Protection	This section requires the name of: a) a category A municipality, i.e. a metropole, or b) a category C municipality, i.e. a District Municipality.
Association would fall	Note that an FPA should for administrative purposes be confined to a single District or Metropole but that there may be good reason in some cases to have a transboundary FPA. See also 4 below.
	Assessment criterion: item is complete and agrees with the Demarcation Board name and boundaries.
1.3 Subdivision of the District or Metropole, such as a Local Municipality or District Management Area, within which the Fire Protection Association would fall	Within a metropole, local affairs may be governed by subcouncils, to which the municipality may delegate powers. Within a District municipality there may be several category B, or local, municipalities; where there is an area within the District where a local municipality is not feasible, that area is governed as a district management area. Within a local municipality, ward committees may govern local affairs. Note that an FPA should for administrative purposes have boundaries that coincide with one or more local municipalities or subcouncil areas but that there may be good reason in some cases to have a transboundary FPA. See also 4 below.
	Assessment criterion: item is complete and agrees with the Demarcatio Board name and boundaries, or if the boundaries do not agree there is sufficient reason for this (refer 4 below).
1.4 Province	The name of the Province is needed to help locate the FPA. There may be cases where, for good reason, the boundaries of the FPA cross the provincial boundary, in which case the applicant will give more than one name. Assessment criterion: item is complete.
1.5 Is this an existing organisation such as a Farmers' Association, Fire Control Committee, Nature Conservancy or Disaster Management structure that wishes to register as an Fire Protection Association?	Because some organisations may already exist for the same purposes as intended for FPAs, or may easily accommodate the purposes, and because it is sensible to avoid duplication of organisations, the Act provides for the Minister to recognise various kinds of organisations as FPAs (section 4(3)), on the condition that each is open to all owners in its area and, obviously, meets the requirements for registration. Assessment criterion: item is complete.

Elements in application form	Guiding notes		
1.6 If yes give the name of the existing organisation and date of formation	Assessment criterion: item is complete.		
1.7 If yes give the title of the statute or ordinance under which the organisation was formed	There is a wide range of statutes under which the relevant organisation may be constituted, such as the Conservation of Agricultural Resources Act, the Forest Act, the Mountain Catchment Areas Act, and provincial nature conservation ordinances. The applicant must stipulate the applicable legislation since this determines the purpose of the organisation and therefore whether or not it can accommodate the objectives of an FPA.		
	Assessment criterion: item is complete and the organisation is of a kind that accommodates the objectives of an FPA; not required if the organisation is a voluntary one such as a Farmers' Association.		

2. Particulars of the person initiating the registration of the Fire Protection Association

Elements in application form	Guiding notes
2.3 Surname 2.4 Initials 2.5 Title	This should be the name of the person applying on behalf of the FPA. Assessment criterion: items are complete.
2.6 Postal address:	The nature of the information required here is self-evident. Assessment criterion: item is complete.
2.7 Physical address (only if different from postal address):	The nature of the information required here is self-evident. Assessment criterion: item is complete if 2.4 is not given.
2.8 Contact telephone during office hours 2.8.1 area code: 2.8.2 number: 2.8.3 ext.: 2.8.4 cellphone:	The nature of the information required here is self-evident. Assessment criterion: items are complete.
2.9 E-mail address:	

3. Declaration that no owner has been deliberately excluded from meetings or discussions about the formation of the Fire Protection Association

Signed declaration that: (i) No owner has been deliberately excluded from meetings of discussions about the formation of the FPA (ii) All reasonable steps have been taken to include owners in the meetings and discussions.	The initiators of the FPA need only to take reasonable steps to include owners and not all possible steps. They should take the steps that a reasonable person would take, bearing in mind that the reasonable person in law is the average man or woman, not reckless or overcautious, and aware of their surroundings and the dangers inherent in various activities. What the specific steps are would depend on the area in which the FPA was being organised. If there are many absentee landowners, the steps one takes to inform them will be different from the steps one would take to inform the executive body of a community which is well known and accessible. The person signing should be the same as the representative in 2 above. Assessment criterion: (a) item is complete and (b) the Forest Officer trained in advising on FPAs is regional satisfied that the statement is true.

4 Particulars of the area of jurisdiction of the Fire Protection Association

EI	ements in application form	Guiding notes
4.	If the area coincides with that of a municipality, name the municipality	Assessment criterion: item is complete and agrees with the Demarcation Board name and boundaries
4.	2 If boundaries do not agree with part or any of the boundary of your District Municipality or the boundaries of your local municipality, please give brief reasons for this	This needs to be completed if the area is only part of a municipal area, or area of a subdivision of the municipality. This is especially important if the area includes parts of adjoining municipalities of subdivisions of municipalities. It is desirable but not essential that the boundaries of an FPA coincide wholly or partly with the boundaries of the municipality in which it falls. Agreement with municipal boundaries is useful because this will make for easier administration, including better coordination with the local Fire Service, more effective access to local government funding. The same would apply if the FPA were contained within the boundaries of the municipality, even if its boundaries do not everywhere coincide with the municipal boundary. However, there are often important considerations relevant to effective veldfire management that dictate a departure from municipal boundaries. It would be wrong to have an FPA include too wide a range of ecological conditions, or to be configured in such a way that the veldfire management strategy becomes impractical. Assessment criterion: the validity of the reasons given are a matter of judgement and should be assessed by discussion with the applicant but should carry the support of the Chief Fire Officer where there is a municipal fire service or otherwise the FPO; note that an FPA boundary that crosses from one municipality to another will require a mutual assistance agreement between neighbouring fire services, as provided for in the Fire Brigade Services Act, and this should be part of the documents for the FPA business plan.
4.	3 Give a brief explanation of why you chose to define your area as it is	This explanation should focus on ecological conditions or on the practicality of the veldfire management strategy. The Department will approve the boundaries if they (i) are suitable with regard to the requirements for veldfire management in the area; (ii) allow the FPA to undertake its duties in terms of section 5 of the Act effectively within the area; and (iii) have been chosen in the best common interests of the population as a whole within the metropolitan or district municipality boundaries. Assessment criterion: here too the validity of the applicant's reasons is a matter of judgement and should be assessed by discussion with the applicant; there should however be good reasons for obvious anomalies in the area defined for the FPA, such as if it seems too small or too large, includes contrasting climatic areas, or has irregular boundaries.
4.	4 Please attach a 1:250 000 topo-cadastral map or a map issued to you by the Department showing the boundaries of your FPA. Indicate wherever there is a common boundary with a neighbouring Fire Protection Association and write the name of that Association on the map	The applicant may use a copy of the printed map obtainable from the Government Printer or a photocopy of the map. Alternatively, Geomatics or the Regional GIS in the Department may print a map for the applicant. The map does not have to show the boundaries of non-FPA members whose properties fall within the FPA area. Assessment criteria: boundaries should mostly coincide with farm and town boundaries; there should not be gaps between the FPA boundaries and those of adjoining or nearby FPAs.

4.5 Estimated extent of the area within the boundaries of the FPA	Assessment criteria: item is complete and Forest Officer trained in advising on FPAs is satisfied it is a reasonable estimate.
4.6 Estimated proportion of the area represented by owners who would be members of the FPA	Assessment criteria: item is complete and Forest Officer trained in advising on FPAs is satisfied it is a reasonable estimate.

5. Declaration that no other Fire Protection Association is intended or exists within the area of the Fire Protection Association

Elements in application form	Guiding notes
Signed declaration.	This requirement is self-evident.
	Assessment criterion: item is complete. The person signing should be the same as the representative in 2 above.

6. Declaration by the person initiating the formation of the Fire Protection Association

Elements in application form	Guiding notes
Signed declaration.	This requirement is self-evident. The person signing should be the same as the representative in 3 above.
	Assessment criterion: Item is complete.

7. Recommendation by an appropriate representative of local government

Elements in application form	Guiding notes
Signed recommendation.	This requirement is self-evident.
	Assessment criteria: Item is complete. The person signing the declaration may be (a) the Mayor (b) a member of the municipal Executive Committee (c) the head of the local Disaster Management Centre (d) the Chief Fire Officer, but should not be the same person as that in 6 above.

8. Recommendation by the regional representative of the Department of Agriculture, Forestry and Fisheries

Elements in application form	Guiding notes
Signed recommendation.	This requirement is self-evident.
	Forest Officer trained in advising on FPAs should be satisfied that the notice of intent is properly founded and that he or she can show due diligence in the administration of the notice.

9. Declaration by the Regional Chief Director (Cluster Manager) of the Department of Agriculture, Forestry and Fisheries

Elements in application form	Guiding notes
Details of Regional Chief Director (Cluster Manager) and support for recommendation of Forest Officer in 8.	Assessment criterion: the Regional Director or his/ her delegate must complete the items and sign the recommendation.

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TOOL 6: APPLICATION FOR REGISTRATION OF AN FPA [FORM 1]

DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES:

FORM 1: APPLICATION FOR REGISTRATION OF A FIRE PROTECTION ASSOCIATION PART 1

May 2004 version

1.1.	Name:
1.2.	District Municipality(ies) or Metropole(s) within which the Fire Protection Association would fall (give the additional names if there is more than one):
1.3.	Subdivision of the District or Metropole, such as a Local Municipality or District Management Area, within which the Fire Protection Association would fall (give the additional names if there is more than one):
1.4.	Province(s) (give the additional names if there is more than one):
1.5.	Is this an existing organisation such as a Farmers' Association, Fire Control Committee, Nature Conservancy or a Disaster Management structure that wishes to register as a Fire Protection Association? Yes/No
1.6.	If yes, give the name of the existing organisation and date of formation:
	Name: Date of formation:
1.7.	If yes, give the title of the statute or ordinance under which the organisation was formed (if any):
1.7.	if yes, give the title of the statute of ordinance under which the organisation was formed (if any).
Part	iculars of the person initiating the registration of the Fire Protection Association
Part 2.1.	iculars of the person initiating the registration of the Fire Protection Association Surname
Part 2.1. 2.2.	iculars of the person initiating the registration of the Fire Protection Association Surname
Part 2.1. 2.2.	iculars of the person initiating the registration of the Fire Protection Association Surname
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Part 2.1. 2.2. 2.4.	iculars of the person initiating the registration of the Fire Protection Association Surname
Part 2.1. 2.2. 2.4.	iculars of the person initiating the registration of the Fire Protection Association Surname

	een deliberately excluded fr	of my knowledge no owner within the area of the Fire Protection Association om meetings or discussions about this Fire Protection Association and that iken to include owners in the relevant meetings and discussions.
Name	 Э	Signature
 Capa	city	Date
Parti	culars of the area of juriso	liction of the Fire Protection Association
4.1.	If the area coincides with the	nat of a municipality, name the municipality:
4.2.		with part or any of the boundary of your District Municipality or the unicipality, please give brief reasons for this:
4.3.	Give a brief explanation of v	why you chose to define your area as it is:
4.4.	Please attach a 1:250 000 the boundaries of your Fire	topo-cadastral map or a map issued to you by the Department showing Protection Association. Indicate wherever there is a common boundary otection Association and write the name of that Association on the map.
4.5.	Estimated extent of the are	a within the boundaries of the FPA: [hectares]
4.6.	Estimated proportion of the	e area represented by owners who would be members of the FPA[%]
	aration that no other Fire I Protection Association	Protection Association is intended or exists within the area of the
	eby declare that to the best on any part of the area of the	of my knowledge no other Fire Protection Association exists or is planned Fire Protection Association.
Name	9	Signature
Capa	city	Date
Decla	aration by the person initia	ating the formation of the Fire Protection Association
6.1.	Surname:	
	Initials:	6.3. Title:
6.2.		
	I declare that the information	on given in this form is true and correct.

7.1.	Surname:	
7.1. 7.2.		7.3. Title:
7.4.		7.6. 1110.
7.5.	I recommend that the Fire I following qualifying require	Protection Association should go on to complete Form 2, with the
	OR	
	following reasons:	ne Fire Protection Association should go on to complete Form 2, for the
	•••••	
	Signature ommendation by the region	Date nal representative of the Department of Agriculture, Forestry
and 8.1.	Signature ommendation by the region Fisheries Surname:	Date nal representative of the Department of Agriculture, Forestry
and 8.1. 8.2.	Signature ommendation by the region Fisheries Surname:	Date nal representative of the Department of Agriculture, Forestry 8.3. Title:
and 8.1. 8.2.	Signature ommendation by the region Fisheries Surname:	Date nal representative of the Department of Agriculture, Forestry
and 8.1. 8.2. 8.4.	Signature Signature ommendation by the region Fisheries Surname: Initials:	Date nal representative of the Department of Agriculture, Forestry 8.3. Title:
and 8.1. 8.2. 8.4.	Signature Dommendation by the region Fisheries Surname:	Date nal representative of the Department of Agriculture, Forestry 8.3. Title:
and 8.1. 8.2. 8.4.	Signature Dommendation by the region Fisheries Surname:	Date nal representative of the Department of Agriculture, Forestry 8.3. Title:
and 8.1. 8.2. 8.4.	Signature Dommendation by the region Fisheries Surname:	Date nal representative of the Department of Agriculture, Forestry 8.3. Title:
and 8.1. 8.2. 8.4.	Signature Dommendation by the region Fisheries Surname:	Date nal representative of the Department of Agriculture, Forestry 8.3. Title:

Signa	ature	Date	
	ration by the regional Ch ulture, Forestry and Fish	nief Director (Cluster Manager) of the Department of eries	
	•		
9.2.	Initials:		
0.4	Position:		
9.4.			
	port the recommendation		
I sup	pport the recommendation	set out in 8 above.	
I sup	pport the recommendation	set out in 8 above.	
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I sup	ature	FOR OFFICE USE ONLY /ED:	
I sup	NOTIFICATION APPROV	FOR OFFICE USE ONLY /ED:	
I sup	NOTIFICATION APPROV	FOR OFFICE USE ONLY /ED: PROVED:	
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DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES: FORM 2: APPLICATION FOR THE REGISTRATION OF A FIRE PROTECTION ASSOCIATION PART 2 AND APPLICATION FOR THE REGISTRATION OF ITS FIRE PROTECTION OFFICER

May 2004 version

1.1.	Name:
1.2.	. District(s) or Metropole(s):
	1.2.1 Gubulvision (Iodal Gullon), within Willon the 1177 is fedated.
1.3.	. Province:
	ticulars of the representative of the Fire Protection Association (this person should not the proposed Fire Protection Officer)
2.1.	Surname:
2.2.	. Initials:
2.4.	Postal address:
2.5.	
2.5.	
2.5.	. Physical address (only if different from postal address):
2.5.	. Physical address (only if different from postal address):
2.5.	. Physical address (only if different from postal address):
	. Physical address (only if different from postal address):
	. Physical address (only if different from postal address):
	. Physical address (only if different from postal address):
2.6.	Physical address (only if different from postal address): 2.5.1. Postal code: Contact telephone number during office hours: 2.6.1. Area code: 2.6.2. Number: 2.6.3. Extension: 2.6.4: Cellphone:
2.6.	Physical address (only if different from postal address): 2.5.1. Postal code: Contact telephone number during office hours: 2.6.1. Area code: 2.6.2. Number: 2.6.3. Extension: 2.6.4: Cellphone:
2.6. 2.7. Add	Physical address (only if different from postal address): 2.5.1. Postal code: Contact telephone number during office hours: 2.6.1. Area code: 2.6.2. Number: 2.6.3. Extension: 2.6.4: Cellphone: E-mail address: Gress of the office of the Fire Protection Association, if established
2.6.	Physical address (only if different from postal address): 2.5.1. Postal code: Contact telephone number during office hours: 2.6.1. Area code: 2.6.2. Number: 2.6.3. Extension: 2.6.4: Cellphone: E-mail address: dress of the office of the Fire Protection Association, if established

	3.2.	Postal address:		••
			3.2.1 Postal code:	
	3.3.	Telephone number during office hours:		
		3.3.1. Area code:	3.3.2. Number:	
	3.4.	E-mail address:		
4.	Part	culars of the founding meeting		
	4.1.	Attach copies of advertisements of the four Attached/not attached.	nding meeting published in newspapers, if any	
	4.2.	Describe other means by which owners wer	re notified of the founding meeting, if any.	
	4.3.	Attach the minutes of the founding meeting		•••
	4.4.	Attach a list of names and contact details o	f members of the elected Executive Committee.	
	 Nam	ciation and that all reasonable steps have be	en taken to include owners in the meeting	
	Capa	city	 Date	
	•			
6.		titution of the Fire Protection Association		
	6.1.	Attach a copy of the Association's constitut	ion	
7.		aration that the membership of the Fire Pers within the area	rotection Association will be representative of	
	7.1.	Association have had the opportunity to join	vledge all owners within the area of the Fire Protection in the Fire Protection Association and that the area eliberately exclude any owner from the Fire Protection	
		Name	Signature	
		Capacity	Date	
				Page 2

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8.	Record of any	objections	to the	formation	of the Fire	Protection	Association
----	---------------	------------	--------	-----------	-------------	------------	-------------

8.1. Attach a list of the names and addresses of those objecting, and describe the nature of objections raised, if any.

P.1.	Surnam	ne:				
2.2.	Initials:	9.3. Title:				
9.4.	ID num	ber:				
9.5.	Position	n held in employer organisation:				
0.6.	Contac	t address:				
		Postal code:				
9.7.	Attach curriculum vitae of the Fire Protection Officer designate.					
.8.	Please	provide the details of two referees:				
	First re	feree:				
	9.8.1.	Surname:				
	9.8.2.	Initials:				
	9.8.4.	Postal address:				
		Postal code:				
	9.8.5.	Contact telephone number during office hours:				
		9.8.5.1. Area code: 9.8.5.2. Number: 9.8.5.3. Extension:				
		9.8.5.4. Cellphone:				
	9.8.6.	E-mail address:				
	Second referee:					
	9.8.7.	Surname:				
	9.8.8.	Initials:				
	9.8.10.	Postal address:				
		Postal code:				
	9.8.11.	Contact telephone number during office hours:				
		9.8.11.1. Area code: 9.8.11.2. Number: 9.8.11.3. Extension:				
		9.8.11.4. Cellphone:				
	9.8.12.	E-mail address:				

9.9.	Is the Fire Protection Officer the Chief Fire Officer of your Fire Service? Yes / No	
9.10.	If yes, give the name of Fire Service:	
9.11.	If no, indicate by choosing the appropriate reason below why the Chief Fire Officer has not been designated:	
	 a) There is no designated fire service within the municipality that includes the area of the fire protection association: Yes / No 	
	OR	
	b) There is a designated fire service within the municipality that includes the area of the fire protection association but the Chief Fire Officer has declined to take the position of Fire Protection Officer: Yes / No	
9.12	Terms of delegation if the Chief Fire Officer is not the Fire Protection Officer	
9 13	Have there been any objections to the appointment of the person named above as Fire	•••
,	Protection Officer?	
	Yes / No	
	If yes, please specify (a) how objections have been resolved, if so:	
	and (b) the nature of any outstanding objections:	
0.40		
9.10	. Does the Fire Protection Association require the Director-General of the Department to designate an officer of the Department to act as its Fire Protection Officer? Yes / No	
	If yes, please give a brief summary of the reasons for this:	
9.11	Please attach 2 ID photographs of the proposed Fire Protection Officer:	
Parti	culars of the business plan of the Fire Protection Association	
10.1.	Attach a copy of the business plan	
		Page 4
		ı age 4

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11.	Parti	culars of the rules of the Fire Protection Association
	11.1.	Confirm that the business plan contains the rules of the Association. Yes / No
12.	Umb	rella Association that will support the Fire Protection Association (if any)
	12.1.	Name of the Umbrella Association:
	12.2.	Services to be provided by the Umbrella:
	12.3.	Name of the Chief Executive Officer of the Umbrella Association:
	12.4.	List of names of other Fire Protection Associations under the same Umbrella:
	12.5.	Declaration by the Chief Executive Officer of the Umbrella:
		I declare that the Executive of the
		Name: Signature:
		Date:
13.	Desc	ription of the capability of the Fire Protection Association
	13.1.	The National Veld and Forest Fire Act requires that the Minister must be satisfied about the capability of the Fire Protection Association before registering it. This will be judged by the contents of the business plan required in 10 above, and the support if any to be provided by an umbrella association. However, if you wish to add more information relating to capability please do so below.
Page 5	5	

eclare that the constitution and busing	t to the Fire Protection Association ess plan of the
eclare that the constitution and busing sociation have the full support of this	ess plan of the Fire Protection
	ntative of local government (District or Metropolitan
(c) the business plan; and	
(b) the appointment of the Fire Pr	rotection Officer;
(a) the constitution of the Associa	
	e meeting(s) at which members approved:
proval of the application to form th	ne Fire Protection Association
OR refer to contents of the busine	ss plan where this is set out:
	proval of the application to form the social (a) the constitution of the Associal (b) the appointment of the Fire Proceedings (c) the business plan; and (d) this application.

	Surname:
17.2.	Initials:
	Position:
I recc condi	mmend the registration of the proposed Fire Protection Association, with the following tions attached (if any):
OR	
I do n	ot recommend the registration of the proposed Fire Protection Association, for the following reasor
 Signa	ture Date
Lreco	mmend that the proposed Fire Protection Officer should be registered, with the following
	tions attached (if any):
OR I do n	ot recommend that the proposed Fire Protection Officer should be registered, for the ring reasons:
OR I do n	ot recommend that the proposed Fire Protection Officer should be registered, for the
OR I do n	ot recommend that the proposed Fire Protection Officer should be registered, for the
OR I do n	ot recommend that the proposed Fire Protection Officer should be registered, for the
OR I do n	ot recommend that the proposed Fire Protection Officer should be registered, for the
OR I do n	ot recommend that the proposed Fire Protection Officer should be registered, for the
OR I do n follow	ot recommend that the proposed Fire Protection Officer should be registered, for the ring reasons:
OR I do n	ot recommend that the proposed Fire Protection Officer should be registered, for the ring reasons:

Signa	ture	Date
	n by the Regional Chief Dir nd Fisheries	ector (Cluster Manager) of the Department of Agriculture,
10 2 Initia	ls:	18.3. Title:
io.z. iiiilia		
8.4 Posit	ne recommendation set out ir	
18.4 Posit		n 17 above.
18.4 Posit	FOR OFFICE USE ONLY	n 17 above. Date
18.4 Posit	FOR OFFICE USE ONLY	17 above Date Y:
18.4 Posit	FOR OFFICE USE ONLY	17 above Date Y:

DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES FORM 3: NOTIFICATION OF A CHANGE IN THE BOUNDARIES OF A FIRE PROTECTION ASSOCIATION

May 2004 version

1.1.	Name:	
1.2.	District or Metropole:	
	1.2.1. Subdivision (local council) within wh	
1.3.		
Add	ress of the office of the Fire Protection Asso	ciation
2.1.	Physical address:	
2.2.	Postal address:	
		Postal code:
2.3.	Telephone number during office hours	i ostar code.
		2.3.2. Number:
2.4.	E-mail address:	,
Part	iculars of the proposed change in the area o	of jurisdiction of the fire protection association
3.1.	(a) the original boundaries of your Fire Protec	p or a map issued to you by the Department showing tion Association (b) the new boundaries of your Fire re is a common boundary with a neighbouring Fire that Association on the map.
	laration that no other Fire Protection Associ area of the candidate Fire Protection Assoc	ation is intended or exists within the proposed iation
	eby declare that to the best of my knowledge n ned within all or any part of the new area propo	
	e:	Signature:
Nam		

- 4	Declaration by representative of the Fire Protection Association					
5.1.	Surname:					
5.2.	Initials:	5.3. Title:				
5.4.	I declare that the information gi	ven in this form is true and correct.				
 Name): ::	Signature:				
Capad	city:	Date:				
Recor		epresentative of the Department of Agriculture, Forestry and				
6.1.	Surname:					
6.2.	Initials:					
6.4.	Position:					

TOOL 9: NOTIFICATION OF A CHANGE IN MEMBERSHIP OF THE EXECUTIVE COMMITTEE OF AN FPA [FORM 4]

DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES FORM 4: NOTIFICATION OF A CHANGE IN THE MEMBERSHIP OF THE EXECUTIVE COMMITTEE OF A FIRE PROTECTION ASSOCIATION

May 2004 version

1.	Nam	e and registration number of the Fire Protection Association
	1.1.	Name:
	1.2.	District or Metropole:
		1.2.1. Subdivision (local council) within which the FPA is located:
	1.3.	Registration number:
2.	Addr	ess of the office of the Fire Protection Association
	2.1.	Physical address:
	2.2.	Postal address:
		Postal code:
	2.3.	Telephone number during office hours:
		2.3.1. Area code: 2.3.2. Number:
	2.4.	E-mail address:
3.		e(s) and address(es) of retiring member(s) of the Executive Committee
age 1		

Declaration by representative of the Fire Protection Association 5.1. Surname: 5.2. Initials: 5.3. Title: 5.4. I declare that the information given in this form is true and correct and that the new members the Executive Committee have been duly elected as such. Name: Signature: Capacity: Date:			
Declaration by representative of the Fire Protection Association 5.1. Surname: 5.2. Initials: 5.4. I declare that the information given in this form is true and correct and that the new members the Executive Committee have been duly elected as such. Name: Signature:			
Declaration by representative of the Fire Protection Association 5.1. Surname:			
Declaration by representative of the Fire Protection Association 5.1. Surname: 5.2. Initials: 5.4. I declare that the information given in this form is true and correct and that the new members the Executive Committee have been duly elected as such. Name: Signature:			
Declaration by representative of the Fire Protection Association 5.1. Surname:			
Declaration by representative of the Fire Protection Association 5.1. Surname: 5.2. Initials: 5.3. Title: 5.4. I declare that the information given in this form is true and correct and that the new members the Executive Committee have been duly elected as such. Name: Signature:	•••••		
Declaration by representative of the Fire Protection Association 5.1. Surname:			
5.1. Surname:			
5.1. Surname:	Decl	aration by representative of the F	Fire Protection Association
5.4. I declare that the information given in this form is true and correct and that the new members of the Executive Committee have been duly elected as such. Name: Signature:			
the Executive Committee have been duly elected as such. Name: Signature:	5.2.	Initials:	5.3. Title:
	5.4.		
		 Name:	Signature:
Capacity: Date:			
		Capacity:	Date:

DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES FORM 5: NOTIFICATION OF THE APPOINTMENT OF A NEW FIRE PROTECTION OFFICER

May 2004 version

1.	Nam	me and registration number of the Fire Protection Association				
	1.1.	Name:				
	1.2.	District or Metropole:				
		1.2.1. Subdivision (local council) within which the FPA is located:				
	1.3.	Registration number:				
2.	Addr	ess of the office of the Fire Protection Association				
	2.1.	Physical address:				
	2.2.	Postal address:				
		Postal code:				
	2.3.	Telephone number during office hours:				
	2.0.	2.3.1. Area code:				
	2.4	E-mail address:				
3.	Parti	culars of the new Fire Protection Officer of the Fire Protection Association				
	3.1.	Surname:				
	3.2.	Initials: 3.3. Title:				
	3.4.	ID number:				
	3.5.	Position held in employer organisation:				
	3.6.	Contact address:				
		Postal code:				
	3.7.	Curriculum vitae attached of Fire Protection Officer designate: Yes / No				
	3.8.	Please provide the details of two referees				
		First referee:				
		3.8.1. Surname:				
		3.8.2 Initials:				
	_					

	3.8.4.	Postal address:
		Destal and a
	0.0.5	Postal code:
	3.8.5.	Contact telephone number during office hours
		3.8.5.1. Area code:
		3.8.5.4. Cellphone:
	3.8.6.	E-mail address:
Seco	nd refere	e:
	3.8.7.	Surname:
	3.8.8.	Initials:
	3.8.10.	Postal address:
		Postal code:
	3.8.11.	Contact telephone number during office hours:
		3.8.11.1. Area code:
		3.8.11.4. Cellphone:
	3.8.12.	E-mail address:
3.9.	Is the Fi	re Protection Officer the Chief Fire Officer of your Fire Service?
	Yes / N	
3.10.	If yes, g	ive the name of Fire Service:
3.11.	If no, giv	ve reasons why the Chief Fire Officer has not been designated:
		ere is no designated fire service within the municipality that includes the area of the indidate fire protection association
	Yes / N	0
	OR	
	fire	ere is designated fire service within the municipality that includes the area of the candidate protection association but the Chief Fire Officer has declined to take the position of Fire otection Officer
	Yes / N	0
3.12	Terms o	f delegation if the Chief Fire Officer is not the Fire Protection Officer

	3.13	Have there been any objections to the appointment of the person named above as Fire Protection Officer?						
		Yes / No						
		If yes, please specify (a) how objections ha	ave been resolved, if so:					
		and (b) the nature of any outstanding obje	ctions:					
4.	Decl	aration by representative of the Fire Pro	tection Association					
	4.1.	Surname:						
	4.2.	Initials:	4.3. Title:					
	4.4.	I declare that the information given in this	form is true and correct.					
		Name:						
		Capacity:	Date:					
5.		ommendation by the regional representa Fisheries	tive of the Department of Agriculture, Forestry					
	5.1.	Surname:						
	5.2.	Initials:	5.3. Title:					
	5.4.	Position:						
		ecommend that the proposed Fire Protection Officer should be recognised, with the following inditions attached (if any):						
	•••••							
	Name	e:	Signature:					
	Capa	city:	Date:					
Page :	3							

TOOL 11: GRANT-IN-AID AGREEMENT

		PARTNERSHIP AGREEMENT ENTERED INTO BY MUNICIPALITY
		(Herein after referred to as) AND
		FIRE PROTECTION ASSOCIATION
		(Herein after referred to as FPA)
		("the parties" refers to both Municipality & FPA)
1.	Prea	amble
	1.1.	This agreement sets out the terms and conditions of the funding provided by the Municipality and the services provided by the FPA.
	1.2.	The FPA is established in terms of the National Veld and Forest Fire Act 101 of 1998 and has been issued with a registration 838/01 by the Department of Agriculture, Forestry & Fisheries.
	1.3.	The FPA has is physical operations base at
	1.4.	The FPA has appointed a Chief Executive Officer (CEO) / Fire Protection Officer (FPO) in terms of the National Veld & Forest Fire Act 101 of 1998 and such person has been registered with the Department of Agriculture, Forestry & Fisherieshas been appointed in this position.
	1.5.	Background
		The
	1.6.	The Duties of the Association in terms of the National Veld & Forest Fire Act 101, 1998
		 Develop and apply a veldfire management strategy for its area;

- · Provide in the strategy for agreed mechanisms for the co-ordination of actions with adjoining fire protection associations in the event of a fire crossing boundaries;
- · Make rules which bind its members;
- Identify the ecological conditions that affect the fire danger;
- · Regularly communicate the fire danger rating referred to in sections 9 and 10 to its members;
- · Organise and train its members in fire fighting, management and prevention;
- Inform its members of equipment and technology available for preventing and fighting veldfires;
- · Provide management services, training and support for communities in their efforts to manage and control veldfires;
- Furnish any information requested by the Minister in order to prepare or maintain the fire danger rating system; and
- Exercise the powers and perform the duties delegated to it by the Minister.

The rules contemplated above must provide for;

· Any matter which may or must be dealt with in terms of this Act;

- The minimum standards to be maintained by members in relation to all aspects of veldfire prevention and readiness for fire fighting;
- Controlled burning to conserve ecosystems and reduce the fire danger;
- · Any other matter which is necessary for the fire protection association to achieve its objects; and
- A copy of the rules must be lodged with the Minister.
- 1.7. The Association's objectives in terms of membership growth and service delivery. The FPA is focussed on the achievement of the following objectives:
 - To inform and train our community on the risks of fire and to ensure fire prevention and planning is used to mitigate fire in our area.
 - For the FPA area of operation to enjoy the respect and support of our community.
 - To ensure planning and resources are in place to proactively ensure communities within the FPA area
 of operation are appropriately protected in the context of rural fire reduction, readiness, response and
 recovery.
 - To ensure fire suppression is coordinated and effective.
 - To ensure minimum Municipality equipment and personnel standards are met or exceeded while not compromising operational efficiency or effectiveness.
 - To ensure landowners are educated about forest and rural veldfire prevention.
 - To implement a personnel firefighter training programme designed for all members to receive the training of their choice from a minimum Municipality of basic training to crew leader and specialised courses.
 - To re-establish a radio network coverage across Fire Management Units to effectively combat emergencies and for the protection for volunteers / members and the general community.
 - Establish relationships and management systems with our sister agencies (such as Provincial & Local Government departments, commercial forestry and local government fire services) to provide good working relationships and to ensure appropriate levels of hazard reduction are achieved.
 - · Manage and co-ordinate all fire suppression operations.
 - For the FPA rural areas to enjoy the respect and support of our Local Government.
- 1.8. The Service Offered by FPA to its members:
 - Operations Base: FPA operate at the premises. This has become the base for FPA, Working on Ground Crews and IC for the FPA
 - Current Equipment Levels:
 - 2 x Trailers (300L water tank, quick fill pumps, 6 x knap sacks, 6 x rake hoes, 6 x fire beaters)
 - $1\ x$ Trailer tanker (900L water tank, Water pump & 70m hose, $4\ x$ knap sacks, $2\ x$ rake hoes,
 - 2 x fire beater)
 - 1 x Toyota Hilux 4x4 Strike Craft
 - 1 x 4x4 Vehicle / Strike craft (See clause 7) equipped for fire prevention and control
 - 1 x 4x4 Vehicle / Strike craft equipped for fire prevention and control
 - Working on Fire: 2 x Samil 4x4 Crew Carriers (1000L water tank, pump & hose, knap sacks, rake hoes, fire beaters and personnel safety equipment)

 - Commercial Fire Prevention & Emergency Fire Assistance: Funding received from the
 municipality to be utilised for the acquisition of additional fire equipment, protective clothing, and
 employment of a trained Working on Fire fire fighting crew, for the benefit of FPA members (first call
 basis). FPA to broaden the emergency assistance currently offered to members, and in conjunction
 with Working on Fire, to FPA members. FPA also plans to extend this fire service to non-members
 (second call basis) at commercial rates. Such service will create a safer community with regard to
 potential veld and forest fires.

2.	FPA Management Overview
	The FPA employs a Fire Protection Officer and a Secretary. Other indirect resources (Working on Fire,
	corporate and private landowners) are affiliated or contracted to ensure an effective and efficient service is
	provided across the area of operation. The FPA is managed by an Executive Committee which has
	representatives from all stakeholder groups i.e
	on Fire / DAFF and Landowners. The Committee is responsible for the governance of the Association and
	the complex delivery is delegated minerally to the Fire Ductorties Officer

	the service delivery is delegated principally to the Fire Protection Officer.
3.	FPA Area of Operation
	The area of operation is centred on the town of, with the rural areas of, forming the sub-areas within the area of operation.
	The total area under control of the FPA is approximately hectares.
4.	Operational & Service Growth – FPA / Municipality Partnership:
	In order to ensure the FPA is able to deliver the service it is required to do so in a more professional and efficient manner the following is required:
	• Increase membership, and hence fee revenue: to ensure all landowners within the area of operation are compliant with the law (National Veld & Forest Fire Act 101, 1998) and become members of the FPA.
	To review the fee structure for members relative to the overall service provided.
	 Funding from municipality to primarily the agricultural ratepayers, as well as the broader rural communities, in that the Municipality would be funding a not-for-profit service provider for the benefit of the ratepayer and the community.
	• The
	• FPA would not manage structural fire matters and this would be left to District Municipality, but in turn would release District to an extent with regard to rural veld and forest fire control.
	FPA / District Fire Services to ensure co-ordination and assistance at all times.
5.	Strategic Partnership Terms of Arrangement
	Based on the above role & responsibilities of the
	5.1 FPA Responsibilities
	5.1.1. To assist the
	5.1.2. To assist the
	5.1.2.1. on land on or neighbouring to Municipal land – no charge for such service.
	5.1.2.2. on private owned land within the Municipal boundaries – members pay nominal rates for such services and non-members pay commercial rates for such services, as determined by Fire Protection Association.
	5.1.3. To actively participate and assist the
	5.1.4. To assist the

5.2.1. To provide a 4x4 fully equipped strike craft in terms of the attached vehicle agreement.5.2.2. To provide funding to the amount of R for the acquisition of personal protective clothing and associated equipment for the firefighters.

Page 3

5.2. Municipality

	5.2.3.	To provide funding to the amount of R for the acquisition of fire fighting and related equipment for use by FPA in its operations (vehicle tools, bulk water storage tanks, knap sacks, fuel containers, drip torches etc.).		
	5.2.4.	To assist financially by way of monthly contributions towards the employment of		
	5.2.5.	To make provision for the possible supply of a second 4x4 vehicle for fire fighting purposes.		
5.	Summary			
	6.1. FPA to become a more service orientated fire organisation for the benefit of its members (i.e. municipality ratepayers), as well as the community in general with regard to veld & forest fire prevention and control.			

6.3. District Municipality is assisted by FPA with regard to its responsibilities in terms of rural fire prevention and control.

6.4. Current equipment utilised by District Municipality will be released to a large extent (unless absolutely required in case of major threatening disasters) and hence District Fire Service can focus on structural and motor accident call-outs, as well as rural veld and forest fires in other Local Municipalities it serves.

7. Provision of a Municipality Vehicle

7.1. The Vehicle

- 7.1.1. The vehicle is a used Nissan Patrol 4x4 LDV blue in colour with Registration
- 7.1.2. The vehicle is to be provided on a loan basis to FPA and ownership of the said vehicle remains with the municipality at all times.
- 7.1.3. The vehicle will be stationed at the FPA base and should such address change at any time, FPA is to request permission, in writing, to relocate the said vehicle to other premises.
- 7.1.4. FPA will be permitted to utilise the said vehicle for fire management purposes within the municipality jurisdictional boundary and at times outside of such boundary, should there be threat of fire to the municipality area.
- 7.1.5. FPA have nominated the CEO / FPO to drive the vehicle. Should the details of the driver change at any time, FPA is required to notify the municipality in writing of such change and should the municipality not provide the necessary authority; the status quo shall remain with regard to the above nominated driver.
- 7.1.6. FPA is required to ensure the vehicle is in safe keeping at all times.
- 7.2. Vehicle Equipment: The vehicle on delivery to FPA is equipped with the following:
 - 7.2.1. 600L blue water tender unit
 - 7.2.2. Honda GX160 engine
 - 7.2.3. Davey twin stage pump complete with all valves and suction pipes
 - 7.2.4. Hose reel
 - 7.2.5. 30m rubber hose & spray nozzle
 - 7.2.6. Hella spot lights
 - 7.2.7. Red LED strobe light with siren
 - 7.2.8. Rear bin light
 - 7.2.9. Steel labour rails
 - 7.2.10. Bull bar, towbar (front & rear)
 - 7.2.11. Radio / CD player with 2 x speakers

			Hazard triangle, jack, Blue canvas seat cove		spare wheel		
					at FPA base		
7	3			-	, at a cost to the FPA.		
				-	at a cost to the TrA.		
7.	4.		nance, Fuel and Insura		concess (angine convices posset trees, and any other		
		7.4.1.	mechanical maintena	nce) for the vehice FPA. Such maint	tenance (engine service, new tyres, and any other cle in terms of the funding arrangement between the enance to be allocated against the FPA monthly funding	S	
		7.4.2.	policies and again in	terms of the fund	e as required in terms of municipality insurance ling between the municipality and the FPA. Such FPA monthly funding from the municipality.		
		7.4.3.			l, not to exceed a monthly limit of R per mored against the FPA monthly funding from the municipality		
		7.4.4.	FPA will undertake all		nd tyre repairs, in terms of its sponsor arrangements wd [SupaQuick].	vith	
		7.4.5.			e report to the municipality Chief Financial Officer on a on the vehicle does not exceed the funding allocation.		
		7.4.6.	FPA undertake to tak immediately to the m		e vehicle at all times and shall report any incident		
8. Te	rm	of Agr	eement, Termination	, Legal Notices			
8.		months	nis partnership agreement continues for each financial year of the municipality and requires three onths written notification to Fire Protection Association should the municipality wish to reminate the agreement.			n to	
8.	.2.	For the purpose of this agreement, including the giving of notices and the serving of legal process, the parties select domicilium citandi et executandi at the addresses recorded below:					
			Municipality P O Box:				
					FPA:		
8.	3.	This ag South A		preted and imple	mented in accordance with the laws of the Republic of		
8.	8.4. It is mutually agreed that this agreement will for detailing the overall funding arrangement will be						
Signed				on this	of January 20		
			by the				
Print N	lan	ne:					
Signed at				on this	of January 20		
			by the		Fire Protection Association		
Print N	lan	ne:				Dogo F	
						Page 5	

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TOOL 12: MOTIVATION FOR FINANCIAL ASSISTANCE TO MUNICIPALITY

INSTITUTIONAL AND FINANCIAL SUSTAINABILITY OF FIRE PROTECTION ASSOCATIONS IN THE XXX DISTRICT

Proposal

The xxx District Municipality is requested to fund the engagement of a service provider to assist with the establishment and functioning of a single Fire Protection Association operating in the xxx District.

Background

The xxx District is characterised by extensive farmlands that make it one of the most economically productive agricultural areas in the country, and large mountain ranges that are rich in biodiversity and provide critical ecological services to the district and to the province. It is also characterised by annual wildfires that can have devastating impacts on people, property and agricultural and ecological processes.

In order to reduce the impacts of these wildfires there has been a move towards integrated fire management that assumes an integration of management responses between different organs of state as well as an integration between the public and private sector. It also assumes a strategy that places emphasis as much on prevention and mitigation as it does on suppression.

Legal framework

In terms of section 84(1)(j) of the Local Government: Municipal Structures Act, 1998 the management of wildfires falls to the district municipality, which has established a fire fighting service in terms of the Fire Brigade Services Act, 1987. This responsibility of the district municipality for preventing, managing and preventing wildfires is carried through into the National Disaster Management Act, 2002. In terms of section 43 of that Act the District Municipality must establish a district disaster management centre and, in terms of section 45, appoint a person as head. The Chief Fire Officer of the fire fighting service in the xxx District was previously appointed as head of the disaster management centre. However, that post has now been split with the Chief Fire Officer working very closely with the District Disaster Manager and playing a leading role in the forum that has been established. Finally, the central role of the district municipality in the prevention, management and suppression of wildfires is carried through into the National Veld and Forest Fire Act, 1998 where the Chief Fire Officer is ex officio afforded certain powers and responsibilities.

One of the fire prevention measures adopted by the National Veld and Forest Fire Act is the creation of Fire Protection Associations which has as its principal objective the development and implementation of an integrated wildfire management strategy involving both the private and public sector. In terms of section 6(2), where a municipality is a member of the Fire Protection Association, the Chief Fire Officer of the municipal fire fighting service automatically assumes the position of the Fire Protection Officer.

The roles and responsibilities of the Chief Fire Officer, acting as the Fire Protection Officer, are prescribed in section 6(1) of the National Veld and Forest Fire Act as follows:

- (a) perform the function of chief executive officer of the fire protection association;
- (b) carry out the tasks assigned to him or her by the fire protection association or its executive committee:
- (c) take control of any fire fighting in the area for which the fire protection association has been
 - (i) the veldfire is a threat to life or property; and
 - (ii) he or she is reasonably able to do so;
- (d) enforce the rules of the association;
- (e) monitor and report to the association and the Minister on compliance with this Act;
- train the members in the law regarding veldfire prevention, management and control:
 - (i) on the rules of the fire protection association;
 - (ii) to prevent and fight veldfires; and inspect the members' land to ensure that they are complying with their duties in terms of the Act and the rules of the Fire Protection Association.

Fire Protection Associations in the xxx District

Over the last 10 years, there has been a concerted drive to establish Fire Protection Associations in the Cape xxx. A number of Fire Protection Associations have been established and registered in terms of the National Veld and Forest Fire Act with boundaries largely corresponding with those of the local municipalities, including FPA's in Stellenbosch, part of the Drakenstein, the Witzenberg, the Ceres/Tulbagh and the Breede River Valley. The development of these FPAs has been largely ad hoc and with differing degrees of success.

In the course of 2013, a review, funded by the Global Environmental Facility, was conducted by independent consultants of all FPAs in the Western Cape. The consultants were charged with developing recommendations in order to achieve the institutional and financial sustainability of FPAs throughout the province and in the Cape xxx and Overberg in particular.

Recommendations of Independent Consultants in relation to xxx District

In September 2013 the consultants published their initial findings which included the following:

- In order to facilitate state funding flows and the statutory responsibilities of Chief Fire Officers, FPA's should not straddle the boundaries of District Municipalities.
- Many FPAs, including those located within the xxx District, are not functioning optimally or
 discharging their statutory obligations. Part of the reason for this is that they are too small to secure the
 institutional and financial support of government provided, inter alia, through the Working on Fire programme,
 of the Department of Environmental Affairs. The inability of the smaller FPAs to leverage state support is best
 illustrated by the fact that the Southern Cape FPA, which covers the entire Eden District, enjoys 12 fully or part
 funded management positions, whilst within the xxx District, there is not one.
- In order to better leverage state funding, to achieve economies of scale and to rationalise resources the
 consultants have recommended that the FPAs in the xxx District be consolidated into a single FPA covering the entire district. This would accord with a similar trend in the xxx District and xxx District.
- Fire Protection Associations require **dedicated management capacity** which should consist of at least an FPA manager and an FPA administrative assistant. This will enable the Fire Protection Association to assist the Chief Fire Officer in the discharge certain of the responsibilities prescribed in section 6(1) of the National Veld and Forest Fire Act.

The recommendations of the independent consultants have already been adopted by most of the FPAs operating in the xxx District and a process of consolidation of these FPAs into a single FPA, called the xxx FPA, has already commenced.

Requirements of the XXXX Fire Protection Association

In order to give effect to the recommendations the following measures are proposed:

- The Chief Fire Officer recommends that the council of the xxx District endorses the recommendations of the independent consultants.
- 2. The District Municipality engage the xxx FPA to provide certain of the services that would normally fall to the Chief Fire Officer in terms of section 6(1) of the National Veld and Forest Fire Act.

December 2013

TOOL 13: FIRE MANAGEMENT UNIT PLANNING TEMPLATE

FIRE MANAGEMENT PLANNING GUIDE

Fire Management Plan (FMP) Template

This document is intended as a guide document and not prescriptive in any way.

Purpose of an FMP

The fire management planning process and requirements may differ among agencies. However, for all agencies, a common purpose of a fire management plan is to provide decision support to aid managers in making informed decisions. The FMP includes a concise summary of information organised by fire management unit (FMU) or units.

The fire management plan also contains strategic and operational elements that describe how to manage applicable components such as response to unplanned ignitions, hazardous fuels and vegetation management, burned area emergency stabilisation and rehabilitation, prevention, community interactions and collaborative partnerships roles, and monitoring and evaluation programs.

Purpose of the Inter-agency Fire Management Template

The purpose of the interagency fire management plan template is to provide a framework to facilitate cooperation across administrative boundaries. The FMP has different detail depending upon area complexities, agency need and direction.

Introduction 1.

The intent of this chapter is to introduce the reader to the area covered by the FMP. State the reasons for developing the FMP. Provide a general description of location of the area covered by the FMP with vicinity map and agencies involved. Briefly describe land ownership, significant resources, mission or direction for the area and different management areas (e.g. fynbos, agricultural, natural or commercial forest, and urban interface) for agencies participating in the planning effort.

2. Policy and Partnerships

The intent of this chapter is to establish the linkage between higher level planning documents, legislation and policies and the actions described in the document.

- 2.1 Fire Policy
 - Identify sources of guidance and direction that relate to actions described in the FMP. These include: inter-agency and departmental policy (e.g. departmental manuals), agency specific policies (e.g. manuals, strategic plans), and bylaws.
- 2.2 Land/Resource Management Planning (LMP) Identify documents that relate to the area covered by the FMP including interagency efforts. Examples include: land management plans, comprehensive conservation plans.
- Identify any internal and external fire management partnerships or planning teams that helped you develop this FMP. This information documents the level of cooperation occurring.

3. Fire Management Unit Characteristics

The intent of this chapter is to articulate specific objectives, practices and considerations common to all FMUs and unique to individual FMUs.

The primary purpose of developing FMUs in fire management planning is to assist in organising information in complex landscapes. The process of creating FMUs divides the landscape into smaller geographic areas to more easily describe physical and social characteristics. The following sections provide guidance on what to include in this chapter.

Area-wide Management Considerations

The intent of this section is to document overall veldfire management program guidance and characteristics common to all FMUs. Describe fire management related goals, objectives, standards, guidelines, and/or desired future conditions as found in the appropriate LMP(s) that apply across all FMUs. Include fire management related goals that may come from non-fire program areas within the LMP or other planning documents.

3.2 Fire Management Unit-Specific Descriptions

The intent of this section is to describe the characteristics of the FMU. Examples are: Physical description of FMU (e.g. topography, fuel types, special conditions that may result in extreme fire behaviour, access, high value concerns, special areas); jurisdictional boundaries; other values at risk within and adjacent to FMU; previous fire behaviour; and weather descriptions.

Operational information may be detailed or added as an appendix, such as: Permanent repeater locations; radio frequencies; radio 'dead spots'; communication plan; evacuation plan; water fill sites; and helicopter landing spots.

4. Veldfire Operational Guidance

The intent of this chapter is to document the procedures used in the area covered by the FMP to implement the veldfire management program.

4.1 Appropriate Management Response

Describe procedures that should be in place for planning and responding to fires. Procedures to be included are dependent on local and inter-agency agency needs.

Examples include:

- preparedness (including training, qualifications, readiness, detection and aviation)
- · cooperative or mutual aid fire management agreements
- · cost apportionment agreements
- · protection agreements
- · cross-boundary fire agreements
- size up, initial response and extended response procedures
- · dispatching/obtaining resources
- · prioritising allocation of resources
- · large fire cost management
- public interaction and media policies
- · reporting requirements

4.2 Prevention and Education

Describe or reference veldfire prevention and education strategies. Procedures to be included are dependent on local agency needs.

Examples include:

- human-caused ignition patterns and problems
- · fire investigation policies and procedures
- burn permit systems
- · law enforcement procedures and agreements
- · community involvement
- · education programs
- memorandum of understanding (MOU)

5. Monitoring and Evaluation

The intent of this chapter is to document processes for determining whether the FMP is being implemented as planned and fire-related goals and objectives are being achieved. Information obtained from monitoring and evaluations is used to update the FMP. Describe monitoring processes that will be used to measure achievement of FMP objectives.

Glossary

[Include a glossary for common terms. Include full definition for agency or unit specific terminology.]

Appendices [Optional]

TOOL 14: BILATERAL LANDOWNER AGREEMENT

BILATERAL LANDOWNER AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

XXXXXXXXXXXXX
Herein represented by
in his/her capacity as
(Hereinafter referred to as)
and
XXXXXXXXXXXXX
Herein represented by
in his/her capacity as
(Hereinafter referred to as the Owner)
RECITAL
WHEREAS XXXXXXXX is managing the XXXXXXXX Farm / Estate wherein is included
(describe the property) as delineated in Annexure A;
AND WHEREAS the Owner owns
(describe the property) as delineated in Annexure A, adjoining XXXXXXXX;
WHEREAS in terms of the Act 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 or her side of the boundary between his or her land and any adjoining land;
AND WHEREAS XXXXXX and the Owner applied to the Minister for an exemption from the duty to prepare and maintain firebreaks as envisaged in the Act;
AND WHEREAS the Minister granted such exemption to the Owner and XXXXXXX;
Page 1

NOW THEREFORE the Parties agree as follows:

1. INTERPRETATIONS AND PRELIMINARY

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modifying nor amplifying the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears:

- 1.1 words importing:
 - 1.1.1 any one gender includes the other two genders;
 - 1.1.2 the singular include the plural and vice versa; and
 - 1.1.3 natural persons include created entities (corporate or unincorporated) and vice versa and the State, should the context so require;
- 1.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:
 - 1.2.1 "Act" means the National Veld and Forest Fire Act, 1998 (No 101 of 1998);
 - 1.2.2 "Agreement" means this Agreement together with the annexures attached hereto;
 - 1.2.3 "Effective Date" means;
 - 1.2.4 "Minister" means the Minister of Agriculture, Forestry and Fisheries;

 - 1.2.6 "**Properties**" mean the respective properties of XXXXXX and the Owner as delineated on the attached plan, marked Annexure "A",
 - 1.2.7 "xxxxx" means the xxxxx Farm / Estate;
 - 1.2.8 "Signature Date" means the date of signature of this Agreement by the last signing Party;
- 1.3 any reference to an enactment is to that enactment as at the Effective Date and as amended or re-enacted from time to time;
- 1.4 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- 1.5 when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday;
- 1.6 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.7 expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions;
- 1.8 where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that term has not been defined in this interpretation clause;
- 1.9 unless expressly provided as being in the sole discretion of a Party, where approval, acceptance, consent or action by a Party is required under this Agreement, such approval, acceptance, consent or action shall be in writing and shall not be unreasonably delayed or withheld;
- 1.10 all references to annexures and schedules are references to the annexures and schedules annexed to this Agreement;
- 1.11 the expiration or termination of this Agreement shall not affect such of the provisions of this

Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this; and

1.12 in the event of any conflict or ambiguity between the expressions and/or provisions of this Agreement and any annexures or schedule thereto, this Agreement shall govern.

2. DURATION OF AGREEMENT

This Agreement, regardless of the Signature Date, commences on the Effective Date, and shall, subject to clauses 3 and 7, remain in force for an indeterminate period.

3. NON-PREPARING AND MAINTAINING OF FIREBREAKS

- 3.1 The Parties have in terms of section 15 of the Act applied to the Minister to exempt them from the preparing and maintaining of a firebreak or firebreaks as envisaged in the Act.
 - 3.1.1 The Minister has granted the parties a conditional exemption, see Annexure "B" attached hereto, or
 - 3.1.1. The Minister has granted the Parties an unconditional exemption, see Annexure "B" attached hereto.
- 3.2 The Parties agree to comply with the conditions as indicated in Annexure "B".
- 3.3 The Parties shall not institute any claim for damages against each other in respect of the non-preparing and maintaining of a firebreak or firebreaks as envisaged in the Act, unless a loss or claim arises as a result of a wilful or negligent act by the other Party and/or its employees, contractors or agents.

4. TERMINATION

Either party shall in its sole discretion at any time have the right to terminate this Agreement by giving to the other party six (6) months written notice of its intention.

5. ASSIGNMENT

Neither Party to this Agreement shall cede and/or assign their rights in terms of this Agreement without the prior written consent of the other Parties to this Agreement, provided that such consent shall not unreasonably be with held.

6. INDEMNITY

- 6.1 The Parties indemnify each other and keep each other indemnified against all losses and claims for injuries or damage to any person or property whatsoever (including surface or other damage to land or crops not being on the site suffered by tenants or occupiers) which may arise out of or in consequence of this Agreement and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, unless a loss or claim arises as a result of a wilful act by the other Party and/or its employees, contractors or agents.
- 6.2 The Parties agree to assist each other and to make available to each other all documents and information necessary to defend any claim against any one or both of the parties due to the non-preparation and maintenance of a firebreak or firebreaks.

7. INSURANCE

7.1 The Parties shall respectively effect, in their respective names, policies of insurance to the satisfaction of each other to cover any. damages caused by fire to any property of any third party whether caused due to a negligent act, whether directly or indirectly, by any one of the Parties and/or their employees, contractors or agents with a registered insurer and shall continue such insurance for the duration of this Agreement and shall, when required, produce to the other Party such policy of insurance and the receipt for payment of the current premium.

8. BREACH

8.1 Should any Party to this Agreement breach this Agreement and fail to remedy such breach within 7 (seven) days of receiving written notice from the other Party requiring it to do so, then such aggrieved Party shall be entitled, without prejudice to any other rights it has in law, to cancel the Agreement to which such breach relates or to enforce specific performance of the defaulting Party's obligations, in either event without prejudice to the aggrieved Party's right to claim damages.

The Parties choose as domicilia citandi et executandi their respective addresses set out in this

9. NOTICES AND DOMICILIA

	clause for all purposes arising out of or in connection with this Agreement at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.
9.2	For purposes of this agreement the Parties' respective addresses shall be: as regards XXXXXXX:
	Fax number: ()
	as regards the Owner:
	Fax number: ()

9.3 Any notice given in terms of this Agreement shall be in writing and shall:

concernedmay notify the others in writing.

9.3.1 if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery;

or such other address, not being a post office box or poste restante, of which the party

- 9.3.2 if posted by pre-paid registered mail, be deemed to have been received by the addressee on the 8th day following the date of such posting;
- 9.3.3 if transmitted by facsimile be deemed to have been received by the addressee one day after despatch.

10. AUTHORITY

Each person signing this Agreement on behalf of a Party hereto, hereby personally warrants that he/she is duly authorised to do so.

11. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any Party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement, and no single or partial exercise of any right by any Party shall under any circumstances be

construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's right in terms of or arising from this Agreement or stop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

12. REPRESENTATIONS

The Parties admit that no representations, other than those contained in this Agreement, were made leading to the entering into this Agreement.

13. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions of the Agreement between the Parties and neither party shall be bound by any undertakings, representations or warranties not recorded herein.

14. NON VARIATION

No renewal, alterations, cancellations, variation, or addition to this Agreement or this clause shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

15. SEVERABILITY

In the event that any of the terms of this Agreement are found to be invalid unlawful or are unenforceable, such term(s) will be severable from the remaining terms, which will continue to be valid and unenforceable.

Signed at	_ on this	day of	_20
WITNESSES:			
1	-		
2	-	xxxxxxx	
Signed at	_ on this	day of	_ 20
WITNESSES:			
1	-	Owner	
2	-		
Page 5			

TOOL 15: MULTIPLE LANDOWNER AGREEMENT

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

- 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.
- Neighbours must determine a mutually agreeable date or dates for burning of firebreaks and inform the fire protection association, if any.
- 3. An owner may not burn a firebreak if;
 - I. A fire protection association objects;
 - II. A warning has been published;
 - III. 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;
 - II. It does not cause soil erosion; and
 - III. 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. Any owner, occupier or person in control of land who 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. Any owner, occupier or person in control of land who fails to prepare a firebreak, give notice of intention to burn a firebreak and fails to meet the standard of readiness for fire fighting 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 a representative of (Farm)
in my capacity as
(Hereinafter called "THE FIRST PARTY")
and
Herein a representative of (Farm)
in his capacity as
(Hereinafter called "THE OTHER PARTY")
(The above referred to as "The Party"/"The Parties")
IT IC ACREED THAT
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:
Page 2
-o

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 maintaining meters 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 said meter 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[month] 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 unfavourable. 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.
- 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 endeavour to obtain the necessary authorisation 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.
- 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.
- 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 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.

THUS DONE AND SIGNED atundersigned witnesses:	on this	day of	20	in the presence of the
AS WITNESSES:				
I				
2		("THE FIRST PARTY")		
THUS DONE AND SIGNED atundersigned witnesses:	on this	day of	20	in the presence of the
AS WITNESSES:				
l				
2	•••••	("THE OTHER PARTY")		
LANDOWNERS PERMISS	SION / CO	ONSENT TO BURN IN	I THEIR AI	BSENCE
I		. as the (Owner/Man	ager/Repre	esentative)
Giveoperations in my/our absence.		. permission to carry	out the fol	lowing burning
Trace line preparation by way of burning				
Firebreak burning				
I will not holdgetting out of control and causing damage (in under control) or injury to any property, pers		any related fire fighting	costs in att	
THUS DONE AND SIGNED at of the undersigned witnesses:	on this	day of	20	in the presence
AS WITNESSES :				
I				
2				
Page 4				

Annexure 1 - Firebreak sketch plan		
Name	Name:	
	Signature: Date:	
	Dutc.	Page 5

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 FIRE PROTECTION ASSOCIATION AREA OF OPERATION

Ag	reement entered into between	
1.		and
2.		and
3.		and
4.		and
5.		
	heir capacities as registered Landowners and / or Lar perties known as	
& F witl	ereas the above parties desire to collectively enter into orest Fire Act 101 of 1998 concerning the clearing and hin the area per the attached diagram and as common nexure A).	maintenance of firebreaks for fire protection purposes
IT I	IS AGREED AS FOLLOWS:	
1.	The parties acknowledge that they are all fully paid m Fire Protection Association and have read and unders	embers of thetood the Rules and Regulations of such Association.
2.		e properties and that any portion of the firebreak that e "collective" boundary fence, will be clearly indicated ure A), which sketch map, for all intent and purposes, also be signed by the neighbouring landowners of the
3.		y and all internal firebreaks within the collective for grass management purposes. The parties agree that it is not surrounded by a burnt or bare earth firebreak.
4.	FPA, as amended from time to time, in the following n work will commence on approximately(n the Rules and Regulations of thenanner, namely: by burning such firebreak and that the date) and will be completed on or beforeeaks (tracer lines etc.) will be carried by the Landowners
5.	The parties acknowledge that each has (or collectively personnel in accordance with	FPA standards, to burn the said firebreaks and the clearing and maintenance of the said firebreak(s) if done
6.	in accordance with the National Veld & Forest Fire Ac	enance of the firebreak is the responsibility of the parties t 101 of 1998 and per the rules set by the
	agreement no one party will institute any claim agains members of the Fire Protection	
age (6	

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. SIGNATURE **SIGNATURE** ID No: **SIGNATURE** SIGNATURE NAME: NAME: ID No: AS WITNESSES: L 2.

TOOL 16: FIREBREAK EXEMPTION APPLICATION (INDIVIDUALS)

APPLICATION FOR EXEMPTION FROM THE DUTY TO PREPARE AND MAINTAIN FIREBREAKS IN TERMS OF SECTION 15 OF THE NATIONAL VELD AND FOREST FIRE ACT (ACT 101 OF 1998).

SECTION A: PERSONAL DETAILS

1 Curnomo		
1. Surname		
2. Initials		
3. Title		
4. Postal address		
5. Physical address (if different to postal)		
6. Property Name & number		
8. Property/Farm size (ha)		
9. Name of FPA (if any)		
10. Telephone & Fax	H:	W:
io. Telephone & rax	F:	
11. Cellphone		
12. Email address		
13. Signature		
14. Date		
age 1	1	

SECTION B: UNDERSTANDING THE PURPOSE OF THE EXEMPTION APPLICATION:

B1: As the applicant I understand that under the National Veld and Forest Fire Act (No 101 of 1998):

- a) Section 12(1) obliges landowners to establish firebreaks on the boundaries of their properties.
- b) Section 12(7) states that owners of adjoining land may agree to position a common firebreak away from the common boundary.
- c) In terms of Section 15(1) the Minister may allow certain exemptions for a landowner or group of landowners from the creation of boundary firebreaks where there is **good reason** to do so.
- d) Section 15(2) states that this exemption may also be conditional.

B2: As the applicant I also understand that:

- a) When receiving exemption from the Minister it does not exempt me from the responsibility as landowner/user to prevent a fire from starting or spreading from or over my farm/property.
- b) The exemption does not transfer my responsibility on to any neighbour, the Fire Protection Association, local or national authority to prevent a fire from starting or spreading from or over my farm/property.
- c) This application not to make or move the firebreak to an alternative position is for a practical, economical and environmental reason and not to avoid the responsibility to prevent or combat fires on my farm/property.
- d) That I will undertake to maintain the condition of the action plan which include the reasons for exemption / positioning of firebreak.
- e) That it is my duty to inform any Third Party that may be affected by this application and the outcome thereof.

B3. The neighbours that have signed in section C understand the reason for this application, and that it

f) That the Department of Agriculture, Forestry and Fisheries shall not be held liable for any damages/losses that may arise as a result of fire after the exemption was granted.

may have an impact on their preparednes	s in the event of a fire.	
THUS DONE AND SIGNED at	on this day of	20
NAME	SIGNATURE	

FYNBOSFIRE ® T65

a) All rields must be con		1. Surname	2. Initials	3. Title	4. Postal address	5. Physical address (if different to postal)	6. Farm name & number(s)	7. Name of FPA	8. Telephone	9. Cellphone	10. Email address	11. Signature	12. Date
All fields must be completed if applicable b) 10	NEIGHBOUR 1												
b) To indicate the properties of neighbours on map 1	NEIGHBOUR 2												
ghbours on map 1	NEIGHBOUR 3												
	NEIGHBOUR 4												
	NEIGHBOUR 5												

	5 years on your property?	D1.2 How many have crossed from your farm or over your farm to a neighbour's farm?	your farm or over your	
D1.3 Name some the possible causes /origin of				
these fires				Value lost because of fires
D1.4 Name some of the consequences of these fires				
D2.1 The date of last fire on your property	D2	D2.2 Did this fire cross over onto a neighbour's property ?	neighbour's property?	
D2.3 Was there a firebreak on the boundary?	D2	D2.4 If no, would a firebreak have been of any assistance?	een of any assistance?	
D2.5 If there was a firebreak, why did it possibly help/not help?	-			
D2.6 If this firebreak was placed in a different				
position than your boundary, would it have been more effective? (Give a reason.)				
D3.1 How many major fires caused damage/loss to 5 or more farms during the same fire in your ward / agriculture area in the last 30 years?	to 5 or more farms during the sar	me fire in	D3.2 How many of these had caused damage to your farm/property?	e had farm/
D3.3 When was the last major fire?	D3.4 How big was this fire.		D3.5 Any loss of life at this fire?	this
D3.6 Did landowners work together in an organised manner at this fire?	sed manner at this fire?	D3.7 Dic fire?	D3.7 Did you take part in fighting this fire?	this
D3.8 In few words give the main reasons why this fire caused so much damage.				

SECTION E: BACKGROUND INFORMATION ABOUT FARM / PROPERTY

E1 Give % of total area of farm under the	ler the following	following heads to form a picture of your farm /property and activities	ır farm /prop	erty and activities	Indicate what the neighbours are farming with	bours are
E1.1 Topography of farm		E1.2 Natural Vegetation types	S	E1.3 Type of farming		
Mountains with steep slopes		Grasslands		Game farming		
On the side of a mountain slope		Savannah bushveld		Harvesting of natural vegetation	ation	
Bottom of a valley		Kalahari bushveld		Grassing on natural vegetation	tion	
Hilly country side		Valley bushveld & thicket		Grassing on planted vegetation	ıtion	
Hilly country with deep ravines		Forests		Dry land crops		
Flat country side		Karoo		Land crops under irrigation	_	
		Succulent Karoo		Orchards and vineyards		
		Fynbos		Orchards/vineyards with mulching	nulching	
E2 Weather patterns		Renosterveld		Sugarcane plantations		
Average rainfall	mm	Transformed land		Timber plantations		
Average humidity in fire season	%			Crops under cover (tunnel & nets)	& nets)	
Average temperature in fire season	၁့			Feed lots / poultry		
When is the normal dry season				Infrastructure (housing, stores etc)	res etc)	
Prevailing wind direction						
Prevailing wind in fire season				Tourism (just B & B)		
Average wind speed fire season	km/h			Tourism (ex hiking trail, horsetrail picnic spots, view points, etc.)	setrail picnic spots,	

SECTION F: REASON FOR APPLICATION FOR EXEMPTION

F1: This application for exemption will normally fall under these main points i.e. a practical, economical and/or environmental reason. F3.2 Firebreak as set out in action plan (sec F2) Area of last fire and wind direction (sec D2) F3 Provide at lest the following 2 maps -3.1 Map showing neighbours (sec C) The firebreak with last fire (sec D2) Assets of high value (Sec F2) Prevailing wind (Sec E2) Water points (sec F2) Give a short summary of why it's not possible for you to have Firebreak on your farm/property boundary. How other burning operations will be handle like Position of firebreak (show on map), width Protection of Infrastructure from veldfires block burns, high fuel loads of slash etc. Reason for position of firebreaks Method of preparing firebreak F2 Attach an Action Plan to this application which cover the following aspects Possible fire hazard that threatens from inside or Fire fighting capacity (including personnel) Personal detail & Signing off of document Description of topographic, vegetation Water points (that is available for use) Assets that need to be protected Outside resource available outside the farm boundary Weather patterns

APPLICATION BY A GROUP OF LANDOWNER/USERS FOR EXEMPTION FROM THE DUTY TO PREPARE AND MAINTAIN FIREBREAKS IN TERMS OF SECTION 15 OF THE NATIONAL VELD AND FOREST FIRE ACT (ACT 101 OF 1998).

e following group of members of the FPA as set out in Section lember details) have signed this Section A and understand what Section B states and the document as a whole signed this Section A and understand what Section B states and the document as a whole signed this section B states are the section B states and the document as a whole section B states and the document as a whole section B states and the document as a whole section B states and the document as a whole section B states and the document as a whole section B states and the document as a whole section B states and the document as a whole section B states and the document as a whole section B states and the document as a whole section B states are section B states and the document as a whole section B states are section B states and the document as a whole section B states are section B states and the document as a whole section B states are section B states are section B states and the section B states are section B states are section B states and the section B states are					
he signing da ne implemen		ffice of the Department of Agriculture	e, Forestry and Fisheries will be		
No.	Farm name	Member name	Signed		
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					

SECTION B: Understanding the purpose of the exemption application

B1: As a signing member of this document I understand that under the National Veld and Forest Fire Act (No 101 of 1998):

- a) Section 12(1) obliges landowners to establish firebreaks on the boundaries of their properties.
- Section 12(7) states that owners of adjoining land may agree to position a common firebreak away from the common boundary.
- c) In terms of Section 15(1) the Minister may allow certain exemptions for a landowner or group of landowners from the creation of boundary firebreaks where there is **good reason** to do so.
- d) Section 15(2) states that this exemption may also be conditional.
- e) In terms of Section 15(3) the Minister will consult the FPA before granting any exemption.

B2: As a signing member of this document I also understand:

- a) When receiving exemption from the Minister it does not exempt me from the responsibility as landowner/user to prevent a fire from starting or spreading from or over my farm/property.
- b) The exemption does not transfer my responsibility on to any neighbour, the Fire Protection Association, local or national authority to prevent a fire from starting or spreading from or over my farm/property.
- c) This group application to not to make; or move the firebreak to an alternative position is for practical, economical and environmental reasons and not to avoid the responsibility to prevent or combat fires on my farm/property.
- d) That I will undertake to maintain the condition of the action plan which include the reasons for exemption/positioning of firebreak.

B3: As a signing member of this document I also agree to the following clauses:

- a) The Parties indemnify each other and keep each other indemnified against all losses and claims for injuries or damage to any person or property whatsoever (including surface or other damage to land or crops not being on the site, suffered by tenants or occupiers) which may arise out of or in consequence of this Agreement and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, unless a loss or claim arises as a result of a wilful act by the other Party and/or its employees, contractors or agents.
- b) The Parties agree to assist each other and to make available to each other all documents and information necessary to defend any claim against any one or both of the parties due to the non-preparation and maintenance of a firebreak or firebreaks, unless a loss or claim arise as a result of a wilful or negligent act by the other Party and/or its employees, contractors or agents.
- c) The Parties shall respectively effect, in their respective names, policies of insurance to the satisfaction of each other to cover any damages caused by fire to any property of any third party (including the other Party) whether caused due to a negligent act, whether directly or indirectly, by any one of the Parties and/or their employees, contractors or agents with a registered insurer and shall continue such insurance for the duration of this Agreement and shall, when required, produce to the other Party such policy of insurance and the receipt for payment of the current premium.
- d) That it is my duty to inform any Third party that may be affected by this application and the outcome thereof.
- e) That the Department of Agriculture, Forestry and Fisheries shall not be held liable for any damages/losses that may arise as a result of fire after the exemption was granted.

	FPA with the Executive Committee of the said FPA, ion for exemption for the said members listed in Section C and signed under
SIGNED at	on this
as Chairman of the	FPA
NAME	SIGNATURE
OR (delete which is not applicable)	
	artment of Agriculture, Forestry and Fisheries, I agree with this application for tout in this document by the group landowners/users listed in Section C and
SIGNED at	on this day of
as the appointed official of the depa	artment of Agriculture Forestry, and Fisheries
NAME	SIGNATURE
Page 3	

1. Surname 2. Initials 3. Title 4. Postal address (if different to postal) 6. Farm name & number(s) 7. Farm Size (ha)	NEIGHBOUR 2	NEIGHBOUR 3	NEIGHBOUR 4
8. Ward name			
9. Telephone			
10. Fax no.			
11. Cell phone			
12. Email address			

NEIGHBOUR 4 NEIGHBOUR 3 Add more pages if there are more neighbours bordering onto the applicant's property than this page provided for. a) All fields must be completed if applicable b) To Indicate the properties of neighbours on map 1 **NEIGHBOUR 2 NEIGHBOUR 1 SECTION C: DETAILS OF GROUP MEMBERS** 6. Farm name & number(s) Physical address (if different to postal) Postal address 12. Email address Farm Size (ha) Ward name 11. Cell phone Telephone Surname 10. Fax no. Initials Title ÷ 4. 6 ж . ω. 2 5. ۲. Page 5

	NEIGHBOUR 1	NEIGHBOUR 2	NEIGHBOUR 3	NEIGHBOUR 4
Surname				
2. Initials				
Title				
Postal address				
Physical address (if different to postal)				
Farm name & number(s)				
Farm Size (ha)				
Ward name				
9. Telephone				
10. Fax no.				
11. Cell phone				
12. Email address				

D1.1 How many fires have there been in the last 5 year in group area. D1.3 Name some of the possible causes / origins of these fires. D1.5 The date of the last fire that crossed a border. D1.5 The date of the last fire that crossed a border. D1.5 The date of the last fire that crossed a border. D1.5 The date of the last fire that crossed a border. D1.5 The date of the last fire that crossed a border. D1.5 The date of the last fire that crossed a border. D1.5 The date of the last fire that crossed a border. D1.6 The date of the last fire that crossed a border. D1.6 The date of the last fire that crossed a border. D1.6 The date of the last fire that crossed a border. D1.6 The date of the last fire that crossed a border. D1.6 The date of the last fire that crossed is fire that position than the farm boundary, would it have been more effective? D2.1 How many major fires caused damage/loss to 5 or more farms during the same fire in your ward ward in the last 30 year? D2.2 Da average how many in your ward ward in the last 30 year? D2.5 Did landowner/users work together in an organised way to fight this fire? D2.6 Did landowner/users words give the main reasons M1 this fire caused so much damage. D2.8 In a few words give the main reasons D2.9 In a few words give the main reasons D2.9 In a few words give the main reasons D2.9 In a few words give the main reasons D2.9 In a few words give the main reasons D3.6 Day loss of file at this fire? D3.7 Over how many days did it burn?					
than referrms during the same fire in your bound be affected by the move through the area? D2.2 On average how nowell the area? D2.5 Any loss of life at both of this fire? D2.5 Any loss of life at both of the space is inadequate to make your point clear.	D1.1 How many fires have there been in the last 5 year in group area.		.2 How many had crossed fror	n one farm to another ?	
than r more farms during the same fire in your by Mas there a firebreak on by Mas this fire? by Was this fire? by Was this fire? by Was this fire?	D1.3 Name some of the possible causes /origins of thes	Đị.		Value lost due to fi	Se
not than r more farms during the same fire in your D2.4 How big was this fire.? bd way to fight this fire? fithe space is inadequate to make your point clear.	fires.				
than r more farms during the same fire in your D2.4 How big was this fire.? ad way to fight this fire? fithe space is inadequate to make your point clear.	D1.5 The date of the last fire that crossed a border.	D1.	.6 Was there a firebreak on th	e boundary?	
than r more farms during the same fire in your D2.4 How big was this fire.? ed way to fight this fire?	D1.7 If no, would a firebreak have been of any help?				
r more farms during the same fire in your D2.4 How big was this fire.? ed way to fight this fire?	D1.8 If there was a firebreak, why did it possibly help / rhelp?	not			
is caused damage/loss to 5 or more farms during the same fire in your lajor fire? S work together in an organised way to fight this fire? The main reasons and damage. With these reference points if the space is inadequate to make your point clear.	D1.9 If this firebreak was placed in a different position the farm boundary, would it have been more effective.? (Give a reason.)	lan			
was this fire.?	s caused damage/	more farms during the same fire		2 On average how many in your ward buld be affected by these major fires that ove through the area?	
te to make vour point clear.	D2.3 When was the last major fire?	D2.4 How big was this f		5 Any loss of life at this fire?	
D2.8 In a few words give the main reasons why this fire caused so much damage. Please attach an Annexure with these reference points if the space is inadequate to make vour point clear.	D2.6 Did landowner/users work together in an organise	d way to fight this fire?	D2	.7 Over how many days did it burn?	
Please attach an Annexure with these reference points if the space is inadequate to make vour point clear.	D2.8 In a few words give the main reasons why this fire caused so much damage.				
	Please attach an Annexure with these reference points if	the space is inadequate to mak	se vour point clear.		

SECTION E: BACKGROUND INFORMATION ABOUT THE AREA APPLYING FOR EXEMPTION

E1 Give % of total area of farms under the	er the following	following headings to form a picture of your ward and activities.	vard and ac	tivities.	
E1.1 Topography of farm		E1.2 Natural vegetation types		E1.3 Type of farming	
Mountains with steep slopes		Grasslands		Game farming	
On the side of a mountain slope		Savannah bushveld		Harvesting of natural vegetation	
Bottom of a valley		Kalahari bushveld		Grassing on natural vegetation	
Hilly country side		Valley bushveld & thicket		Grassing on planted vegetation	
Hilly country with deep ravines		Forests		Dry land crops	
Flat country side		Karoo		Land crops under irrigation	
		Succulent Karoo		Orchards and vineyards	
		Fynbos		Orchards/vineyards with mulching	
E2 Weather patterns		Renosterveld		Sugarcane plantations	
Average rainfall	mm	Transformed land		Timber plantations	
Average humidity in fire season	%			Crops under cover (tunnel & nets)	
Average temperature in fire season	၁့			Feed lots / poultry	
When is the normal dry season				Infrastructure (housing, stores etc)	
Prevailing wind direction					
Prevailing wind in fire season				Tourism (just B & B)	
Average wind speed in fire season	km/h			Tourism (e.g. hiking trail, horse-trails, picnic spots, view points, etc.)	
Pa				-	

SECTION F: REASONS FOR APPLYING FOR EXEMPTION

F3.2 Firebreak as set out in action plan (sec F2) Area of major last fire; wind direction (sec D2) F3 Provide at least the following 2 maps F3.1 Map showing neighbours (sec C) The firebreak with last fire (sec D2) Assets of high value (Sec F2) Show non-members on map F1: Due to practical, economical and/or environmental reasons this group of landowners/users hereby submits this application for Prevailing wind (Sec E2) Water points (sec F2) exemption to make firebreaks. Give a short summary of why it is not possible to have firebreaks on farm/property boundaries. How other burning operations will be handled, e.g. block Which Fire hazards threatening this group Position of firebreak (show on map), width Protection of infrastructure from veldfires burns, high fuel loads of slash etc. Reason for position of firebreaks Method of preparing firebreak F2 Attach an Action Plan to this application which covers the following aspects The FPA rules on minimum equipment requirements -ire fighting capacity (including personnel) Description of topography and vegetation **Dutside resources available to this group** Assets that need to be projected Detail of parttaking members The FPA rules on firebreaks Weather patterns Water points



FPA OPERATIONAL GUIDELINES FOR: PLANNING, CLEARING AND MAINTAINING FIREBREAKS

A firebreak, around the perimeter of the cadastral lines of a property, is a legal requirement of all property owners and their lessees as per the National Veld and Forest Fire Act 101 of 1998.

Purpose of a perimeter firebreak: To create a reasonable change of limiting spread of fire between properties with potential life safety, economic and environmental consequences. Perimeter firebreaks also assist by creating access routes or strategic lines from which fire can be fought.

Please contact your local FPA Manager to advise you with the following:

- The acceptable width for different sections of your firebreak.
- Whether certain existing physical or man-made features can fulfil a duel role as a firebreak on your property (e.g.: a golf fairway, soccer field, parking lot etc.).
- In some cases it might be practical to move certain firebreaks to a more strategic place (e.g.: the highest road along a mountain, to the one side of a marshy area etc.), if formally agreed upon by both neighbouring property owners and their lessees.
- In some very rare cases an exemption of a firebreak might be advised, which can only be applied for though the FPA.
- Additional asset protection or strategic firebreaks you might want to put in for extra protection.

Consideration on how to clear/ maintain your firebreak:

Most common methods of clearing / maintaining a firebreak include: chainsaw, brush-cutter, grass-cutter, hoeing, slashing and herbicide application (burning of firebreaks is not a practice utilised by most of the Western Cape).

Please give consideration to steep areas in which erosion can occur. In these areas either not all of the vegetation should be removed (e.g.: brush-cut) or alternatively plant low growing, fire resistant plants with fleshy or watery leaves such as Carpobrotus edulis (Sour Fig).

No spark generating equipment should be used to clear or maintain firebreaks (e.g.: brush-cutters or chainsaws) on Orange or Red Fire Danger Index (FDI) days.

All alien vegetation within the firebreak should be treated with herbicide, which must be immediately applied after cutting / felling alien vegetation (failure to do so will compromise the effectiveness of the herbicide).

You should be finished clearing / maintaining your firebreaks before the start of the fire season. The number of firebreaks and the speed at which you can clear or maintain it will dictate when you start preparing your firebreaks, but to be most effective, aim to only start after the bulk of precipitation, so the vegetation does not grow back before the fire season.

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TOOL 19: BURNING PERMIT APPLICATION FOR PRESCRIBED BURNING



APPLICATION

Making progress possible. Together.			
	rn combustible material		e AIR QUALITY MANAGEMENT al) in terms of Sub-section
Directorate: City Health Air Quality Management PO Box 2815 CAPE TOWN 8000		Tel: (021) 590-5200 Fax: (021) 590-5215 E-mail: Bronwyn.Davidso	on@capetown.gov.za
Name of applicant:			
Address:			
Contact Numbers	Tel:	Fax:	E-mail:
	Cell:		
SECTION 1 - DETAILS C	F PREMISES WHERE THE	PROPOSED BURNING IS	TO TAKE PLACE
Cadastral unit/ Erf No:			
Street Address:			
Suburb:			
Owner of premises:			
I.D No:			
Physical Address:			
Municipal Rates Account	No:		
Postal Address: (To which account must b	e rendered)		
SECTION 2 - TYPE OF	BURN		
2.1 Type of burn. (<i>Please</i> 2)1. □ Prescribed / Ecolog3. □ Agriculture	·		x / Fuel Reduction
2.2 Are you a registered National Veld and Forest	member of the Cape Penin Fire Act? Yes No		
Failure to provide a cop	itted your 5 year Veldfire N y of the 5 year fire mana itted will result in forfeit	gement strategy and anr	nual plan of operation when
			submitted. The map must indiding properties and communities.

SECTION 3 - AIR POLLUTION

Complete the following giving concise answers and/or motivation. Use separate sheet if necessary.

- **3.1** Supply full description of the **type** and estimated **quantity** of material to be open burned, **time period** of open burning, **location** as well as the estimated **cost** of the open burning operation.
- 3.2 Does the material originate from the land where the proposed open burning is to take place?
- **3.3** Detail every alternative investigated for **reducing**, **reusing** or **recycling** the material in order to minimise the amount of material to be open burned.
- 3.4 Detail every alternative investigated, including cost for the disposal of material to be open burned.
- 3.5 Is the proposed burn site 100m away from buildings or structures?
- **3.6** Will the open burning pose a hazard and/or nuisance to human health, safety, private property or the environment? List / expand on the mitigating measures, if anticipated.
- **3.7** Have the owners and occupiers of adjacent properties been notified in writing of the details of the proposed burn and their right to object in writing to the Council within 7 days of being notified? Supply copy of notification and full details of properties notified.

financial year. Exemption is only applicable to fully paid-up members. The tariff will be reviewed and may be subject to change at the beginning of the new financial year.

SECTION 4 - FIRE SERVICE

- 4.1 Is the land on which the proposed burning of combustible material will take place State land, a farm, small holding or land within a proclaimed township not used for residential purposes?

 No
- **4.2** Describe the fire fighting measures that will be put in place during the proposed open burn.
- **4.3** Is the area adjacent to the proposed combustible material free of material which is likely to spread the fire?

Yes No

4.4 For stack / fuel reduction burning, are stacks of such a size that should a sudden wind arise the fire can be easily doused using equipment on site?

Yes

No

Signature of applicant:

Date of application:

Please be advised that an inspection/certification fee of R...... (ex VAT) per 15 minutes spent on site may be applicable. Please note that the abovementioned tariff is valid for the (July – June) financial year. The tariff will be reviewed and may be subject to change at the beginning of the new financial year.

TOOL 20: BURN INSPECTION REPORT



Address: Newlands Forest Union Ave Newlands 7700 Fax: +27 (021) 685 5944

Tel: +27 (021) 689 7438/9

E-mail: Clinton.Dilgee@sanparks.org

Table Mountain National Park Burning Plan: Cape Point: Main Gate Entrance to the Klaasjagersberg Entrance Gate: Block Close to the Main Entrance Gate to Cape Point

The practice of conducting prescribed burning within the Table Mountain National Park (TMNP) has a twofold objective; to conserve the ecosystem and biodiversity and the reduction of potential fire hazards. Correctly executed prescribed block burns are necessary measures to ensure a mosaic burn pattern across the park in the interest of biodiversity and the timely removal of potential hazards.

This burning plan aims to highlight planned actions for the burning of one such block in the Cape Point area namely the area from the Main Entrance Gate to the Klaasjagersberg Office (both to receive a cut off line as per attached map) for burning during March/ April 2014. This is Block is the Block closest to the Main Entrance Gate to Cape Point.

Site Description:

The site is situated close to the Main Entrance Gate to Cape Point where most of the area has a tarred surface road as the boundary. Tarred roads of suitable widths will be used with minimal trimming of road verges. The area consists of over 25 year old fynbos. Some spars areas between the koppies will be used as cut off lines but will also mean the area will have to be walked extensively on the day in order to light evenly. Resources will be dedicated to the start point which is the cut off line between Block 01 and Block 02. Ample access to the perimeter of the site but almost no vehicular access to the inner parts. Block 01 will be burnt first with Block 02 following as soon as possible afterwards.

Boundary description: (Please see attached map)

Northern Boundary: Both Plateau Rd (see map)

Southern Boundary: Internal roads

Western Boundary: Burnt Area/ Cut firebreak (spars vegetation will be used as a natural break and Block burnt

prior will act as a break). Internal road verge trimmed.

Eastern Boundary: Road brush cut 5m

Site Preparation:

Standard site preparation will occur:

- ALL access roads to be trimmed and vegetation carried into the area
- Along the fence line a 15m firebreak to be constructed
- Along roads: verges trimmed varying 5-15m as per site description

All material cut will be spread within the area to be burnt approximately 15m away from the perimeter.

Resources:

Although the time allocation for this burn is mid March to end April and will still be considered fire season on the peninsula; the resources to be utilised will consist of the same resources used in the suppression of wildfires for TMNP.

- · Aerial and Vehicular Resources
- All burning done before the end of April will be done with the assistance of aerial resources. Available will be
 the Table Mountain National Park vehicle fleet: 3 Mercedes Benz Unimogs, 1x 11 500L Bulk Tanker, 2 x 5000L
 4x4 Tankers, 3 x 5000L 2x4 Tankers and a 1x 2000L Tanker. An array of people transport vehicles, LDV's and a
 Command vehicle is available.
- Labour resources: Contractor teams, 2 x Working on Fires teams and the Volunteer Wildfire Services.
- Tools: an array of hand tools is standard being fire beaters and the multi rake-hoe tool. Additional equipment: drip torches, Knox scanners and all motorized equipment associated with TMNP fire suppression operations.
- Communications: all relevant staff will be issued with a trunking radio for across the board communications. Inter ground crew communications will be via monitored Zartak radio.
- Weather measuring equipment: the Volunteer Wildfire Services have a mobile weather station but handheld Kestrel machines will also be utilised during the burn for constant weather monitoring and recording
- Staff transport: transport is standard as per any other fire fighting operation.
- PPE: Personnel Protective Equipment is issued to all staff undertaking any fire fighting operation
- · Rations: these will be supplied to any staff as per Fire Management Plan
- Hydrant allocation:
 - Along main entrance road to Cape Point (newly upgraded)
 - Plateau Rd
 - Simonstown
 - Scarborough

Contact List:

Interested and affected parties to be informed before the commencement of burning is listed.

The agencies listed are as follows:

Agency	Telephone Number	Name
TMNP Newlands Fire Base	021 689 7438	Philip Prins
CoCT Fire Control	021 590 1900	Shift Supervisor/ Controller
CoCT Bellville TOC	021 957 4700/ 0861106417	Shift Supervisor
CoCT Air Quality Control	021 590 1419	M Cornelius/ P Hoza
TMNP Head office	021 712 2337	Reception
TMNP Media Manager	021 712 2337 084 356 0519	Merle Collins

TMNP Operational staff contact details:

Agency	Telephone Number	Name
TMNP	082 401 8538	Clinton Dilgee
Cape Peninsula Enviro Ser	083 231 6822	Louis Trautman
CPFPA	082 940 2457	Pierre Gallagher
VWS	084 446 0218	Peter Wynne

Potential Hazards:

Optimally on the day a light SE will assist with slow and controlled ignition of the area. Wet and rocky areas throughout the site will require several crew to light and the extended time it will take for ignition of the area will lend itself to wind shifts. This must be catered for on the day.

The control lines envisioned to be most at risk will be the Plateau Road boundary. Controlled igniting with reduce potential risk and the placement of resources to assist with any possible spot fires. Agreements are in place with the Working on Fire programme for mobilisation of additional labour crews from the immediate area if required. Additional aerial resources are also at the disposal of the Park as so the resources dedicated to the City.

Besides the prepared firebreaks before conducting the burning operation; ongoing weather readings will be taken and recorded using mobile weather measuring equipment.

Two possible sites for a holding/staging area has been identified: these would be the Klaasjagersberg Offices or along the access internal road called the Red Road (gravel track following the main water supply line to Cape Point.

Incident Command Structure:

Trained and experienced staff will fulfil all required positions within the Incident Command Structure namely; Incident Commander: Clinton Dilgee assisted by two Sector Bosses and at least 3 Fire Bosses with a number of Crew Bosses will be on scene on the day.

For mopping up: a down scale in resources and incident status the structure will change to having a Fire Boss and Crew Leaders with crew maintaining a presence for a minimum of three days.

Operational Plan:

A light SE wind (averaging >20km/h) is required on the day. Burning should ideally take place 2-3 days after rain or as soon after it as possible. This is as much a consideration for safety as it is for biodiversity requirements due to seed germination and bulb flower being synchronised with the first spring rains.

Temperatures should never be more that 25 °C and if rain is forecasted a short while after the proposed burn this would be advantageous. Forecasted rain will shorten the mopping up time and also bring some relieve for crews who monitor the area.

Ignition procedure:

The ignition sequence is depicted by the use of numbers on the map. This indicates the sequence in which the igniting will occur:

- 1= Start of the block will be where the internal break and Plateau Road meets;
- 2= Continued along the flanks (Plateau Road and the internal break);
- 3= Flank ignitions continuing until reaching the base at;
- 4= the Base of the block to close the area.

Resource placement for this Block: A Unimog all terrain vehicle will be placed inside the fence along Plateau Road. Another vehicle will supply water and manage any spot fires along the road (this vehicle will be placed on the outside of the fence: Plateau Rd).

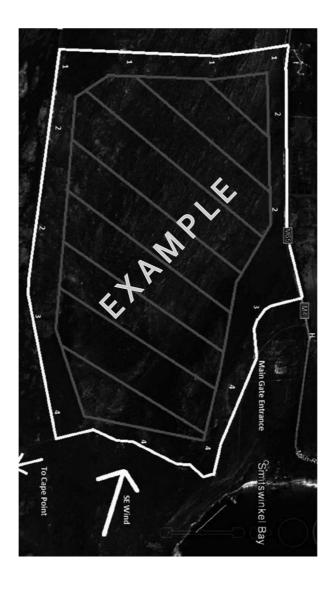
Crews utilised are the contractor firefighters, Working on Fire firefighters and the Volunteers Wildfire Services. Expected number of firefighters for this operation will be 60 for the actual burn and 20 to 32 for 3 days following for mop-up.

Mop-up after the initial burn will continue until the entire perimeter has been extinguished using wet lines. Smouldering stumps and areas harbouring hot spots that cannot be extinguished will be dedicated hand crews to monitor until extinguished.

Areas will be monitored by crews for a minimum of three (03) days after which the IC will decide when the area is

dead out.	
Written Evaluation:	

BURN INSPECTION REPORT - G15 MAP



FIRE PROTECTION ASSOCIATION FIRE MANAGEMENT UNIT SMOKE REPORT PLAN

SMOK	E REPORT PLAN	
No	Heading	Page
	SECTION 1: EMERGENCY PROCEDURES	
1	Emergency Contact Numbers	3
2	Actions by FMU Reaction Team	4
3	Command and Control	5
	SECTION 2: IMPORTANT INFORMATION ON THE FMU	
4	Boundary of the FMU, see attached map	6
	SECTION 3: MEMBERS INFORMATION	
5	Members Information	7
	SECTION 4: MEMBERS AVAILABLE RESOURCES	
6	Members Resources	8
	Section 5: FIRE MANAGEMENT UNIT MAP	
7	Map of the FMU (boundaries, neighbours, etc.)	9

SECTION 1: EMERGENCY PROCEDURES

EMERGENCY CONTACT NUMBERS: STEP 1: Call local Fire Brigade Services immediately to report the fire: (Name) Fire Brigade: (number) **STEP 2:** Call/or make contact with your neighbours to report fire: (to be filled in by landowner) Neighbour 1: Neighbour 2: Neighbour 3: Neighbour 4: STEP 3: Inform the FMU manager: Name: Number: **STEP 4:** FMU manager or member must contact one of the following FPA personnel: FPA Manager..... Number: FPA Manager..... Number: Other useful numbers: **Municipality Disaster Management** Fire Department **Police Department**

2. ACTION BY FIRE MANAGEMENT UNIT REACTION TEAM IN CASE OF FIRE

In case of a fire or any smoke detected the following actions must be taken:

- 1. Immediately inform the local Fire Brigade Service;
- 2. The FMU manager must be informed;
- FMU manager or designated person activates the FMU's fire reaction team to be on standby or to
 proceed to fire (if the reaction team does exist, are trained and have the necessary personal
 protective clothing);
- 4. FMU Manager proceeds to fire;
- 5. Reaction team proceeds to fire;
- 6. Manager arrives at fire and evaluates the situation;
- 7. If the fire can be managed / supressed by the FMU reaction team proceed to fight the fire;
- If the fire cannot be supressed, contain as best as possible and wait until the local Fire Brigade/ Services arrives;
- The local Fire Brigade will then take command and will task the FMU reaction team accordingly (if necessary);
- 10. FMU reaction team and equipment must be on standby and available to the Fire Chief or Fire Boss until further notice (in charge of the fire brigade on the scene or Incident Commander);
- 11. No back burn to be made by any member (only Fire Chief or Fire Boss allowed to initiate).

Additional assistance: (Extended Attack)

- District Municipality Fire & Rescue Service
- Municipality Fire Brigade Service
- FPA in conjunction with Working on Fire (WoF) resources Base

3. OVERHEAD COMMAND AND CONTROL

- If the fire can be contained by the FMU fire reaction team the FMU Manager or designated person will be in command of the fire fighting personnel (FMU Reaction Team) and equipment, and will make the decisions.
- 2. In case of a wildfire which cannot be contained by the FMU reaction team and where more resources are needed, coordination between the different services/organisations is of utmost importance. To achieve this, the following procedure should be implemented:
 - a. The roleplayers will identify a suitable site/office from where the JOC (Joint Operation Centre) could be operated. Key personnel of the different organisations will meet there and decide what the best course of action (Incident Action Plan) will be and where the fire fighting resources will be allocated.
 - b. It could happen in case of a large fire that either the municipal Fire Chief or a senior manager with extensive experience or FPA personnel takes command of a fire within the FMU's area of responsibility or neighbouring land in terms of section 6(1)(c) or 18(4)(a) of the National Veld and Forest Fire Act (Act No. 101 of 1998).

SECTION 2: BOUNDARIES OF THE FMU

4.	BOUNDARIES OF THE FMU:
	North:

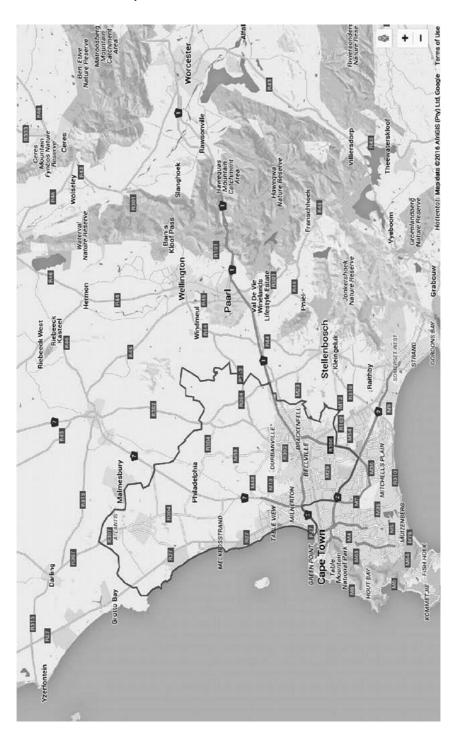
East: South: West:

**See attached map

FMU (Name)						
Member Name	Property Name	Ref	Size	Phone Number	Cell Number	Email Address

Other Helicopter bucket filling point Suction point Gravitational water point 2 Way radios Nap sack pumps Fire Beaters Water Unit Bakkie Sakkies **Trained** firefighters **SECTION 4: Members' Available Resources** Ref **Property Name** Victoria Bay FMU Member Name Page 5

SECTION 5: FMU Map



100L 22: WESTERN CAPE STANDARDISED INCIDENT COMMAND FORM

1. Incident Name	2. Operational Period	IAP COVER SHEET
	Date	
	Time	
	INCIDENT ACTIO	N PLAN
he items checked below ar	re included in the Incident Action Pla	an
☐ SITUATION REPO	RT	
☐ INCIDENT OBJEC	TIVES	
☐ ORGANISATIONA	L LIST	
☐ SECTOR ASSIGN	MENT	
☐ DIVISIONAL ASS	IGNMENT	
☐ AIR OPERATIONS	PLAN	
□ COMMUNICATIO	N PLAN	
☐ SAFETY PLAN		
☐ MEDICAL PLAN		
☐ FIRE MAP		
☐ WEATHER FOREC	CAST AND MAP	
☐ FIRE BEHAVIOUR	FORECAST	
☐ FACILITIES		
3. Approved by Incident Commander: Name	Signed	Date/Time

1. Incident Name	2. Operational Period Date: Time:	SITUATION REPORT
3. Location	4. Vegetation Plantation/Mountain fynbos/ Coastal fynbos/ Grass/Slash/ Alien veld Other:	5. 1:50000 Map ref. GIS ref.
6. Assessment		
7. Action taken		
8. Factors		
9. Predicted Incident Deve	elopment	
10. Prepared by:		Date/Time:
		Page 2

FYNBOSFIRE **

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1. Incident Name	2. Operational Period	INCIDENT OBJECTIVES
	Date: Time:	Objectives
3. Overall Incident Objectives		
4. Objectives for specified Opera	tional Period	
5. Prepared by:		Date/Time:
age 3		

1. Incident Name	2. Operation Date: Time:			ISATION
3. Command Staff		Phone	Cell Phone	Radio Channe
Incident Commander				
Deputy Incident Commander				
Information Officer				
Safety Officer				
Liaison Officer				
4. Agency Representative		Phone	Cell Phone	Radio Channe
Lead Agency				
Agency				
Agency				
Agency				
5. Planning Section		Phone	Cell Phone	Radio Channe
Planning Section Chief				
Situations Unit				
Resources Unit				
Management Support Unit				
Information Unit				
Advance Planning Unit				
Technical Specialists Unit				
6. Logistics Section		Phone	Cell Phone	Radio Channe
Logistics Section Chief				
Supply Unit				
Catering Unit				
Facilities Unit				
Finance Unit				
Communications Unit				
Medical Unit				

7. Operations Section	Phone	Cell Phone	Radio Channel
Operations Section Chief			
Deputy Operations Manager			
Division One Commander			
Sector A Supervisor			
Sector B Supervisor			
Sector C Supervisor			
Sector D Supervisor			
Division Two Commander			
Sector E Supervisor			
Sector F Supervisor			
Sector G Supervisor			
Sector H Supervisor			
Air Division Commander			
Air Attack Supervisor			
Air Support Supervisor			
8. Prepared by:	Date/Time	e	

1. Incident Name	2. Operational Period Date:			SECTOR ASSIGNMENT	
3. Sector	Time: 4. Description			5. Division Assig	ned
6. Sector Supervisor	Sector Supervisor		Affiliation		Radio Channel
7. Resources assigned this pe	riod				
Resource/Crew	Leader	# Persons	Transport Required	Drop-off Point / Time	Pickup Point / Time
8. Sector Assignment / Special	al Instruction	ns			
9. Sector Communications				Phone	Radio Channel
Division / Division Commander					
Aerial Attack Supervisor					
Safety Officer					
10. Prepared By:	l			Date / Time	I
					Page

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1. Incident Name	2. Operational			DIVISION ASSIGNMENT	
3. Sector	4. Description				
5. Division Commander		Affiliation	Phone	Radio Channel	
6. Resources assigned this p	eriod				
Sector	Supervisor	Cre	ws	Radio Channel	
7. Division Assignment / Spe	cial Instructions				
7. Division Assignment / Spe	cial Instructions				
7. Division Assignment / Spe	cial Instructions				
	cial Instructions		Phone	Radio Channel	
8. Division Communications	cial Instructions		Phone		
3. Division Communications Operations Manager	cial Instructions		Phone		
7. Division Assignment / Spe 8. Division Communications Operations Manager Aerial Division Commander	cial Instructions		Phone		
8. Division Communications Operations Manager	cial Instructions		Phone		

1. Incident Name	2. Operat	ional Period		AIR OPE	RATIONS	
	Date: Time:			PLAN		
3. Personnel and Commu						
Position		Name	Affiliation	Phone	Radio Channel	
Air Divisional Commander						
Air Attack Supervisor						
Air Support Supervisor						
Lead Helicopter Pilot						
Lead Fixed-Wing Pilot						
4. Air Resource Assignme	ents					
Pilot Name / Company	Aircraft Type	Reg or Call Sign	Assignment	Tactical Freq/Ch	Telephone Numbers	
					Onboard:	
					Company	
					Onboard:	
					Company	
					Onboard:	
					Company	
					Onboard: Company	
					Onboard:	
					Company	
					Onboard:	
					Company	
					Onboard:	
					Company	
					Onboard:	
					Company	
5. Location of Filling Poin	ts / Service					
Name		Grid Refere	nce			
6. Safety Notes / Hazards	s / Radio Co	verage Limita	tions			
7. Air Operations Special	Equip or Ser	vice				
8. Prepared By:				Date / Time		
					Pag	

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1. Incident Name	2. Operational Period Date: Time:		COMMUNICATIONS PLAN		
3. Radio Channels					
Assigned To	Function	Channel	Frequency	System	
4. Telephone		I			
Assigned To	Landline	Cell phone	Fax	Comments	
5. Other (e.g. email, s	satphone, etc)		ı		
6. Prepared By:			Date / Time		

1. Incident Name	2. Operational Period	SAFETY PLAN
	Date:	
	Time:	

3. General Safety Points

6. Prepared By:

Everyone is to be signed in and out of the fire ground through the Incident Control Point for both safety check and payment records.

Maintain regular situation reports (containing all relevant information) via line supervisors.

LACES	Fire Orders	Watch-outs
	Conditions and forecasts.	1. Fire size is unknown (no size up)
_ – Lookout(s)	2. Know what your fire is doing at all	2. Unfamiliar territory.
A – Awareness	times. 3. Base all actions on current and	3. Safety zones and escape routes not identified.
- Anchor Point(s)	expected behaviour of the fire. 4. Identify escape routes and safety	Unfamiliar with weather and local factors influencing fire behaviou
Communication(s)Escape Route(s)	zones and make them known.	5. No communications link with
- Safety Zone(s)	5. Post lookouts when there is possible danger.	crew members or supervisor.6. Instructions and assignments no
	6. Stay alert. Keep calm. Think clearly. Act decisively.	clear.
	Maintain prompt communication with your crews, your supervisor	7. Weather is getting hotter, drier and relative humidity dropping.
	and adjoining crews.	8. Wind increases and/or changes direction.
	8. Give clear instructions and ensure they are understood.	Getting frequent spot fires acros the line.
	9. Maintain control of your crews at all times.	10. Working on a steep slope.
	10. Fight fire aggressively, having	12. Working in rugged terrain.
	provided for safety first.	13. Can't see main fire.
		14. In unburnt vegetation.15. Walking through hot ashes.
		16. Working alone.
		17. Getting tired.
		18. Working near machinery.
		20. Working with aircraft.
		21. Working around trees or spars.

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FYNBOSFIRE ®

Date / Time

1. Incident Name	2. Operational Period		MEDIC	MEDICAL PLAN		
	Date: Time:					
3. First Aid Station						
Name	Location	Phone/Rad	io Channel	Paramedic Station	s available at	
4. Transportation						
Ambulance Service	Address	Address Phone/Radio Channel		Paramedics available with ambulance		
5. Hospitals						
Hospital Name	Address	Phone	Travel Tim	<u> </u>		
•			Road	Air	Burn Unit	Heli Pad
6 Special Emerges	Droodures:					
6. Special Emergeno	y i locedules.					
7. Prepared By:				Date / Tir	ne	
6. Reviewed by Safe	ety Advisor:			Date / Tir	ne	
age 11						

INCIDENT ORGANISER VELDFIRE

Situation R	leport						
Incident Nar	ne:					Shift:	
Location:							
Incident Nu	mber:					Date:	
Incident Typ	e:						
Grid Referen	ice:					Hours:	
Assessment	: Current situation (No	ote any c	ritical issu	es & assumptions	made)		
Action Taker	n: (Consider Progress)						
Factors: (W	eather and other facto	rs or limi	tation sho	uld be noted, incl	uding resour	ce status)	
	cident Development: (Note how	this situa	tion is expected t	o evolve)		
Resource S	Summary						
Resources Ordered (hrs)	Resources Type & Name Call Sign	ETA (hrs)	Arrival (hrs)	Location / Assi	gnment / Co	omment	Time Released (hrs)
Completed b	by:			Date:			
Position:				Time:			
Hints for su	ccessful Incident Mana	gement:		Situation Report			
Keep record	ds				Prepared &	Communicated:	Time:
Plan aheadSet up a Co	mmand and Control structure			On Arrival			
Delegate fur	nctions			+ 1 hr			
 Develop and Brief persor 	d update Incident Action Plans nnel			+ 2 hrs			
 Sectorise th 	ne incident			+ 3 hrs			
 Give regular Plan change 	r Situation Reports eovers			+ 4 hrs			
Have effect	ive communications			+ 5 hrs			
afety First,	Every Job, Every time	(L.A.C.E.	S.)				

INCIDENT ORGANISER VELDFIRE

Incident Action Plan Incident Objective / Aim: (Analyse and consider all options before setting plan to achieve desired outcome) Strategy / Strategies: (Plan of Action to meet Incident Objective / Aim) Tactics: (Specific actions to achieve incident strategy/s) Tasks: (Allocation of work. Who must do what and by when) Period: Date: Prepared by: Position: **Incident Map** В С D Ε F G Н ı Κ L М Ν 0 Ρ α R 1 2 4 5 6 7 8 9 Map Legend: 10 Incident Control Point ICP 11 Assembly Area AΑ 12 Staging Area SA 13 Safe Forward Point **SFP** 14 Helibase HB 15 HP Helipad 16 Other 17 North

INCIDENT ORGANISER VELDFIRE Incident Management Structure Prepared by: **Incident Controller** Information Position: Date/Time: Name Safety Build/Draw your structure **RCS** Liaison and fill in positions Names & radio call signs [RCS] Operations Planning/Intelligence Logistics Name Name Name RCS **RCS RCS** Situation Resources **Supplies** Management support **Facilities** Intelligence/Information Communications Advanced planning Medical Catering **Finance**

Sector	Resource	Task	Grid	Tasked at hrs

INCIDENT ORGANISER VELDFIRE Log of Actions Date: Initials Time: Completed by: (All log entries are to be completed in pen. Record time of each entry. Do not leave blank lines between entries. Sign off entries) Page ____ of__ **Comunication Plan:** Command: Tactical: Support: Ground to Air: Air to Air: Page 15



100L 23: MOU FOR AERIAL REQUEST FOR ASSISTANCE

FIDE STIDDDESSION - AIDCDAFT & HAND CDEW

Acting/Capacity:	ID No:	
Person/s Responsible for payment: Acting/Capacity: Contact number: Email Address & Fax No: Fotal Resources required: *Spotter: *Bomber:	VAT No:	
Contact number:	VAT No:	
Email Address & Fax No:		
Total Resources required:	Landowing	
		×1
Spotter borriber	*1	laliaantar
+110./		•
*HSV: *WoF Ground Team:		
Fire suppression required on: (date)(time) .		(approx. hours)
PA Member: YES NO FPA Number:	WoF CALL TAK	E NO CT:
Operations on the abovemention	ned property o	r area.
all claims, demands, fines, penalties, actions, proceeding expenses or other liabilities caused whether negligently non-compliance by the organisation of his/her duties a	y or otherwise nd obligations	by the non-observance or under this agreement
	and a set that when a second	anno of the IC / landowner /
 I/we confirm that <u>all</u> suppression operations shall be perfor lessee / nominated representative. It will be the representability of the IC / landewner / lessee / 	·	
 lessee / nominated representative. It will be the responsibility of the IC / landowner / lessee / on Fire members are not exposed to unsafe working conditi prohibited as per the Veld & Forest Act 101 0f 1998. 	nominated repr	esentative to ensure that Worki
lessee / nominated representative. It will be the responsibility of the IC / landowner / lessee / on Fire members are not exposed to unsafe working conditi prohibited as per the Veld & Forest Act 101 0f 1998. COSTS: (Where applicable)	nominated repr ons and transpo	resentative to ensure that Worki ort measures. Unsafe acts are
lessee / nominated representative. It will be the responsibility of the IC / landowner / lessee / on Fire members are not exposed to unsafe working conditi prohibited as per the Veld & Forest Act 101 0f 1998. COSTS: (Where applicable) DESCRIPTION	nominated reprons and transpo	esentative to ensure that Worki
lessee / nominated representative. It will be the responsibility of the IC / landowner / lessee / on Fire members are not exposed to unsafe working conditi prohibited as per the Veld & Forest Act 101 0f 1998. COSTS: (Where applicable) DESCRIPTION Spotter aircraft per hour	nominated reprons and transpo	resentative to ensure that Worki ort measures. Unsafe acts are
lessee / nominated representative. It will be the responsibility of the IC / landowner / lessee / on Fire members are not exposed to unsafe working conditi prohibited as per the Veld & Forest Act 101 0f 1998. COSTS: (Where applicable) DESCRIPTION Spotter aircraft per hour Bomber aircraft per hour	nominated reprons and transpo	resentative to ensure that Worki ort measures. Unsafe acts are
lessee / nominated representative. It will be the responsibility of the IC / landowner / lessee / on Fire members are not exposed to unsafe working conditi prohibited as per the Veld & Forest Act 101 0f 1998. COSTS: (Where applicable) DESCRIPTION Spotter aircraft per hour Bomber aircraft per hour Bomber aircraft AT802	nominated reprons and transpo	resentative to ensure that Worki ort measures. Unsafe acts are
lessee / nominated representative. It will be the responsibility of the IC / landowner / lessee / on Fire members are not exposed to unsafe working conditi prohibited as per the Veld & Forest Act 101 0f 1998. COSTS: (Where applicable) DESCRIPTION Spotter aircraft per hour Bomber aircraft per hour Bomber aircraft AT802 Medium helicopter per hour	nominated reprons and transpo	resentative to ensure that Worki ort measures. Unsafe acts are
lessee / nominated representative. It will be the responsibility of the IC / landowner / lessee / on Fire members are not exposed to unsafe working conditi prohibited as per the Veld & Forest Act 101 0f 1998. COSTS: (Where applicable) DESCRIPTION Spotter aircraft per hour Bomber aircraft per hour Bomber aircraft AT802 Medium helicopter per hour HSV/BSV per km	nominated reprons and transpo	resentative to ensure that Worki ort measures. Unsafe acts are
lessee / nominated representative. It will be the responsibility of the IC / landowner / lessee / on Fire members are not exposed to unsafe working conditi prohibited as per the Veld & Forest Act 101 0f 1998. COSTS: (Where applicable) DESCRIPTION Spotter aircraft per hour Bomber aircraft per hour Bomber aircraft AT802 Medium helicopter per hour HSV/BSV per km Chemicals per litre	nominated reprons and transpo	resentative to ensure that Worki ort measures. Unsafe acts are
lessee / nominated representative. It will be the responsibility of the IC / landowner / lessee / on Fire members are not exposed to unsafe working conditi prohibited as per the Veld & Forest Act 101 Of 1998. COSTS: (Where applicable) DESCRIPTION Spotter aircraft per hour Bomber aircraft per hour Bomber aircraft AT802 Medium helicopter per hour HSV/BSV per km Chemicals per litre Crew p/person per hour (FPA member)	nominated reprons and transpo	resentative to ensure that Worki ort measures. Unsafe acts are SIGNATURE
lessee / nominated representative. It will be the responsibility of the IC / landowner / lessee / on Fire members are not exposed to unsafe working conditi prohibited as per the Veld & Forest Act 101 of 1998. COSTS: (Where applicable) DESCRIPTION Spotter aircraft per hour Bomber aircraft per hour Bomber aircraft AT802 Medium helicopter per hour HSV/BSV per km Chemicals per litre Crew p/person per hour (FPA member) Crew p/person per hour (non FPA member) Crew transport return trip from base (FPA member)	nominated reprons and transpo	resentative to ensure that Worki ort measures. Unsafe acts are SIGNATURE
lessee / nominated representative. It will be the responsibility of the IC / landowner / lessee / on Fire members are not exposed to unsafe working conditi prohibited as per the Veld & Forest Act 101 of 1998. COSTS: (Where applicable) DESCRIPTION Spotter aircraft per hour Bomber aircraft per hour Bomber aircraft AT802 Medium helicopter per hour HSV/BSV per km Chemicals per litre Crew p/person per hour (FPA member) Crew p/person per hour (non FPA member) Crew transport return trip from base (FPA member)	nominated reprons and transpo	resentative to ensure that Worki ort measures. Unsafe acts are SIGNATURE
lessee / nominated representative. It will be the responsibility of the IC / landowner / lessee / on Fire members are not exposed to unsafe working conditi prohibited as per the Veld & Forest Act 101 0f 1998. COSTS: (Where applicable)	nominated reprons and transpo	resentative to ensure that Worki ort measures. Unsafe acts are SIGNATURE

FYNBOSFIRE ** T107

100L 24: FPA AUDIT FORM & PROGRESS CHECKLIST

FPA PERFORMANCE ASSESSMENT
Name of FPA:
Province:
Date:

Mark with (\checkmark) or (X)

Activity	Acceptable	Not acceptable	Corrective steps/ comments
. Operational plan			
1.2 Fire Suppression Plan			
1.3 Recovery and Rehabilitation Plan			
1.4 Training of Members			
1.5 Veldfire Records/ Reports			
2. Levies Paid-Up			
3. Members' Register			
1. FDR Communicated			
5. AGM held			
6. Report Submitted to Minister			
7. New Members Recruited			

8. FPO capable		
9. Executive Committee Intact		
10. Collaboration with SAPS		
Veldfire Offences Recorded and Reported		
12. Collaboration with Neighbours		
13. Support from Umbrella		
14. Support from DAFF Regional Staff Member		
GENERAL COMMENT/S		

Division	Category	Description	Reference
Legal Compliance	Legislative	AGM minutes	FPA
Legal Compliance	Legislative	Appointed FPO as per NIFFA Act 101 of 1998	
Legal Compliance	Legislative	DAFF Registration Number	FPA
Legal Compliance	Legislative	Excom structured	FPA
Legal Compliance	Legislative	FPA established as per NIFFA Act 101 of 1998	Forms 1 & 2
Legal Compliance	Legislative	FPA member rules	SOP
Legal Compliance	Legislative	FPA minimum resource requirements	FPA
Legal Compliance	Legislative	FPO appointment certificate from DAFF	DAFF
Legal Compliance	Legislative	FPO registered with DAFF	Form 5
Legal Compliance	Legislative	Notice to DAFF of FPA boundary changes	
Legal Compliance	Legislative	Supply annual statistics to DAFF	FPA
IFM	Awareness	FPA Awareness programme	FPA
IFM	Awareness	FPA website	FPA
IFM	Awareness	Inform members of equipment & technology	FPA
IFM	Awareness	Membership minimum guidelines	
IFM	Awareness	Provide fire awareness support for communities	FPA
IFM	Awareness	Signboards erected on national & provincial roads	FPA
IFM	Awareness	WoF community awareness programme	WoF
IFM	Data /Statistics	FPA resource database	FPA
IFM	Detection	Detection operators to activate all units per zone	Reponses plai
IFM	Detection	Implement electronic detection system	Infrastructure
IFM	Dispatch and Coordination	Access to reliable weather forecasting service in place	FPA
IFM	Dispatch and Coordination	Communicate daily FDR	FPA
IFM	Dispatch and Coordination	Dispatch centre	Infrastructure
IFM	Enforcement	Enforcement database - trends, strategies	FPO
IFM	Enforcement	FPA Manager active in issuing warnings, fines and getting convictions	FPO
IFM	Enforcement	FPA Manager delegation of responsibilities	FPA
IFM	Enforcement	FPA Manager enforcement delegation	FPA
IFM	Enforcement	FPA Manager peace officer training	FPA
IFM	Enforcement	FPA member rules enforced	FPO
IFM	Enforcement	FPA minimum resource requirements enforced	FPO
IFM	Enforcement	FPA prohibition period	FPA / LM
IFM	Enforcement	FPO active in issuing warnings, fines and getting convictions	FPO
IFM	Enforcement	FPO card	DAFF
IFM	Enforcement	FPO is independent and funded by FPA	Act 101
IFM	Enforcement	FPO registered as Volunteer Fire Brigade member	FBS Act
IFM	Enforcement	Municipal bylaws with reference to prohibition period	FPA / LM
IFM	Planning	Adopt ICS as a standard system	FPA
IFM	Planning	Allocate resources into wards	SOP
IFM	Planning	Bulk supply units	Organise
IFM	Planning	Coordination of actions with adjoining FPAs	FPA
IFM	Planning	Fuel load assessment for whole area	MAP
IFM	Planning	Implement management plan for high risk areas	Action plan
IFM	Planning	List and map all water resources in the area	List and map

Division	Category	Description	Reference
IFM	Planning	Manual labour pool	Organise
IFM	Planning	Post season review of operations	FPA
IFM	Planning	Pre season strategic / tactical planning	FPA
IFM	Planning	Risk register / map - know where the risk is	Action plan
IFM	Planning	Strategic placement of resources based on risks	SOP
IFM	Planning	Veldfire Management Plan	Plan
IFM	Suppression	Activate aerial resources according to response plan per FDI	Reponses pla
IFM	Suppression	Activate ground resources according to response plan per FDI	Reponses pla
IFM	Suppression	Dedicated fire channels	Comms plan
IFM	Suppression	Dedicated FPA frequencies	Comms plan
IFM	Suppression	FPA firebreak teams / WoF	Reponses plai
IFM	Suppression	FPA funded fire fighting aircraft	Response
IFM	Suppression	FPA funded tool trailers	Organise
IFM	Suppression	FPA operational fire suppression teams / WoF	Reponses pla
IFM	Suppression	FPO operational input	FPO
IFM	Suppression	Implement ICS simulation	Simulation
IFM	Suppression	Incident Command Post in place	Infrastructure
IFM	Suppression	Prescribed burning	
IFM	Suppression	Provide fire suppression support for communities	FPA
IFM	Suppression	Strategic placement on High FDI periods	SOP
IFM	Suppression	Support District Municipality funded fire fighting aircraft	Response
IFM	Suppression	Support provincial funded fire fighting aircraft	Response
General Management	Administration	BBBEE Compliant	FPA
General Management	Administration	BBBEE level	FPA
General Management	Administration	Communication Systems	
General Management	Administration	Directors registered if NPC	FPA
General Management	Administration	NPC registered	FPA
General Management	Administration	Standard Operating Procedures	FPA
General Management	Administration	UFPA membership and active participation	FPA
General Management	Administration	VAT registered	FPA
General Management	Audits	DAFF audit	DAFF
General Management	Audits	DAFF audit action plan	DAFF
General Management	Audits	Financial audit	DAFF
General Management	Budget	FPA budget	FPA
General Management	Budget	FPA budget vs. actual	FPA
General Management	Budget	Membership Structure	FPA
General Management	Data /Statistics	Area (ha) of FPA covered by paid-up members	FPA
General Management	Data /Statistics	Fire statistics - trends and analysis	FPA
General Management	Data /Statistics	Fire statistics database	FPA

FYNBOSFIRE ®

Division	Category	Description	Reference
General Management	Data /Statistics	FPA membership database / register	FPA
General Management	Data /Statistics	Supply monthly fire statistics to UFPA and DAFF	FPA
General Management	Human Resources	Code Of Conduct	
General Management	Human Resources	Grievence procedures	
General Management	Human Resources	Incentive Systems	
General Management	Human Resources	Personel Contracts	
General Management	Human Resources	Standard Operating Procedures	
General Management	Legislative	Burning permit system in place	FPA
General Management	Legislative	FPA manager registered as Volunteer FB member	FBS Act
General Management	Legislative	FPO is Chief Fire Officer	Act 101
General Management	Meetings	AGM held	FPA
General Management	Meetings	Attend Other Stakeholder meetings	FPA
General Management	Meetings	Bussiness Unit / Ward Meetings held	
General Management	Meetings	Executive Meetings	
General Management	Meetings	Facilitation of Fire de brief Meeting	
General Management	Meetings	General Management Meetings	
General Management	Meetings	Good member representation at meetings	FPA
General Management	Personnel	FPA Manager	FPA
General Management	Personnel	PAYE registered	FPA
General Management	Personnel	UIF registered	FPA
General Management	Personnel	Workmen's Compensation registered	FPA
General Management	Planning	Annual operational budget	FPA
General Management	Planning	Business plan available	FPA
General Management	Planning	Business plan current (<5 years old?)	FPA
General Management	Planning	Business plan operational	FPA
General Management	Planning	Business plan realistic	FPA
General Management	Planning	FPO functional input	FPO
General Management	Planning	Membership drive startegy implimented	
General Management	Planning	Membership drive strategy	
General Management	Stakeholder Engagement	Engagement with District Municipalities	
General Management	Stakeholder Engagement	Engagement with Local Municipalities	
General Management	Stakeholder Engagement	Engagement with Parastatals	

Division	Category	Description	Reference
General Management	Stakeholder Engagement	Engagement with provincial structures	
General Management	Stakeholder Engagement	Involvement in the IDP process	
General Management	Training	Training plan - management	DAFF / FPA
General Management	Training	Training plan - members	DAFF / FPA
General Management	Training	Training plan - partners	DAFF / FPA
FPA DATA	Data /Statistics	Admin FPA Chairman	
FPA DATA	Data /Statistics	Admin FPA Manager	
FPA DATA	Data /Statistics	Admin FPA FPO	
FPA DATA	Data /Statistics	Admin FPA Secretary	
FPA DATA	Data /Statistics	Admin FPA Chairman Contact No	
FPA DATA	Data /Statistics	Admin FPA Chairman Email	
FPA DATA	Data /Statistics	Admin FPA Chairman Name	
FPA DATA	Data /Statistics	Admin FPA Manager Contact No	
FPA DATA	Data /Statistics	Admin FPA Manager Email	
FPA DATA	Data /Statistics	Admin FPA Manager Name	
FPA DATA	Data /Statistics	Admin FPA FPO Contact No	
FPA DATA	Data /Statistics	Admin FPA FPO Email	
FPA DATA	Data /Statistics	Admin FPA FPO Name	
FPA DATA	Data /Statistics	Admin FPA Secretary Contact No	
FPA DATA	Data /Statistics	Admin FPA Secretary Email	
FPA DATA	Data /Statistics	Admin FPA Secretary Name	
FPA DATA	Data /Statistics	Local Municipalities the FPA covers	
FPA DATA	Data /Statistics	Number of DM in FPA boundaries	
FPA DATA	Data /Statistics	Number of FPA members - paid	FPA
FPA DATA	Data /Statistics	Number of FPA members - unpaid	FPA
FPA DATA	Data /Statistics	Number of LM in FPA boundaries	
FPA DATA	Dispatch and Coordination	FPA Wards / Business Units	FPA
FPA DATA	Dispatch and Coordination	Transport Bakkies Trooping / Equipment	
FPA DATA	Dispatch and Coordination	Transport Trucks Trooping / Equipment	
FPA DATA	Dispatch and Coordination	Transport Vehicled with Transport Allowance Staff	
FPA DATA	Personnel	Number of FPA employees	FPA
FPA DATA	Personnel	Wof Teams	
FPA DATA	Personnel	Wof Helitac teams	

Division	Category
FPA DATA	Administration
General Management	Audits
IFM	Awareness
Legal Compliance	Budget
	Data /Statistics
	Detection
	Dispatch and Coordination
	Enforcement
	Human Resources
	Legislative
	Meetings
	Personnel
	Planning
	Stakeholder Engagement
	Suppression
	Training



100L 25: FPA MEMBER ASSESSMENT FORM

FPA Registration No MEMBER / LANDOWNER COMPLIANCE CHECK						
		D	DETAILS			
Date:						
Telephone Numbers: Home: . Email Address: Radio Call Sign:			Cell:			
	ı	UTILISA	TION OF LAND			
No. of employees: Employees	Agriculture Hospitality Lifestyle Estate Development Agricultural Commodity Group: Beef Poultry Pork Dairy Timber No. of employees: Employees on farm: Does the member reside on the property? YES NO Farm Manager/Other Management FIRE PREVENTION					
Compliance Check	Yes	No	Comment			
Firebreak Agreement with all neighbours Boundary firebreaks established Bare earth firebreaks Burnt firebreaks						
Boundary firebreak width						
Boundary firebreaks both sides of the joint boundary						
Permit numbers issued to date						
Internal firebreaks established						
Buildings & Structures – prevention methods used						
Access roads - Accessible						

FIRE READ	INESS: F	IRE FIGHT	ING EQUIPMEN	т	
Truck Tankers	No			Litres	
Tractor Drawn Tankers	No			Litres	
Tractor Mounted Tanks	No			Litres	
No. of Bakkie Sakkies	No			Litres	
No. of Knapsacks	No			Litres	
Additional:					
Quick Fill Pump	No				
Overhead Quick Fill Point	Yes	s	No		
Dams / Rivers - Suitable for Suction	Yes	s	No 🗍		
Dams – Helicopter Suitable (minimum depth 2m)	Yes	s	No		
No. of available labourers on farm					
Radio	Yes	s	No		
Radio Channels					
FIRE Compliance Check	READINI Yes	ESS: PPE 8	k TRAINING	Comment	
Staff Basic Fire Fighting Training					
- Certificates					
100% / Fire Retardent Work Wear					
100% / Fire Retardent Work Wear					
Leather gloves & boots					
Leather gloves & boots Protective headwear & goggles First Aid kits	COMPLIA	ANCE SUM	IMARY		
Leather gloves & boots Protective headwear & goggles First Aid kits	COMPLIA	ANCE SUM	1MARY Comn	nent	
Leather gloves & boots Protective headwear & goggles First Aid kits Compliance Check	COMPLIA	ANCE SUM		nent	
Leather gloves & boots Protective headwear & goggles First Aid kits Compliance Check Prevention	COMPLIA	ANCE SUM		nent	
Leather gloves & boots Protective headwear & goggles First Aid kits Compliance Check Prevention Readiness	COMPLIA	ANCE SUM		nent	
Leather gloves & boots Protective headwear & goggles First Aid kits Compliance Check Prevention	COMPLIA	ANCE SUM		nent	
Leather gloves & boots Protective headwear & goggles First Aid kits Compliance Check Prevention Readiness	COMPLIA	ANCE SUM		nent	
Leather gloves & boots Protective headwear & goggles First Aid kits Compliance Check Prevention Readiness	COMPLIA	ANCE SUM		nent	
Leather gloves & boots Protective headwear & goggles First Aid kits Compliance Check Prevention Readiness	COMPLIA				

FYNBOSFIRE ®

100L 26: NON-COMPLIANCE NOTICE

l,		[NAME]
Ass	ociati	pacity as the Registered Fire Protection Officer (Reg. 838/02) of the Fire Protection on registration, established and registered by the Department of Agriculture Forestry and Fisheries of the National Veld and Forest Fire Act 101 of 1 998, hereby make the following statement under oath.
as app [DA I vis note	eared TE], h sited t	[DATE] at approximately [TIME] a fire was reported by the owner of the farm commonly known
		rence to the National Veld and Forest Fire Act 101 of 1998, the following clauses, but not limited to any tinent clause of the said Act, are noted:
Pui	pose	e:
1.	(1)	The purpose of this Act is to prevent and combat veld, forest and mountain fires throughout the Republic.
	(2)	The Act provides for a variety of institutions, methods and practices for achieving the purpose.
Inte	erpre	etation:
2.	(1)	(xiii) "owner" has its common law meaning and includes—
		(a) a lessee or other person who controls the land in question in terms of a contract, testamentary document, law or order of a High Court.
	(2)	Words derived from the words defined have corresponding meanings, unless the context indicates otherwise.
	(3)	A reasonable interpretation of a provision which is consistent with the purpose of this Act must be preferred over an alternative interpretation which is not.
	(4)	Neither—
		(a) a reference to a duty to consult specific persons or authorities, nor
		(b) the absence of any reference to a duty to consult or give a hearing,
		in this Act exempts the official or authority exercising a power or performing a duty from the duty to proceed fairly in respect of all persons entitled to be heard.
	(5)	Where there is more than one owner in respect of the same land, the proper performance by one owner of a duty imposed in terms of this Act exempts the other owners from performing that duty.
		In terms of the National Veld and Forest Fire Act 101 of 1998, I hereby formally lay the following charges against the "owner" of the farm commonly known as
25.	(1)	Lighting, using or maintaining a fire in the open air in contravention of section 10(2).
	(2)	(b) lighting, using or maintaining a fire, whether with or without permission of the owner, which spread and caused injury and/or damage;
	(2)	(c) threw, put down and / or dropped a burning match and / or other burning material and / or any material that was capable of spontaneous combustion or self-ignition and, in doing so, made a fire which

[NAME OF FPA] Fire Protection Association Registered in terms of the National Veld & Forest Fire Act 101 of 1998 Dept. of Agriculture, Forestry & Fisheries Reg. No. 838/01

spread and caused injury and / or damage;

- (3) (a) failed to prepare a firebreak when obliged to do so in terms of section 12(1), that is, 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 or her side of the boundary between his or her land and any adjoining land;
- (4) (a) failed to meet the standards of readiness for fire fighting referred to in section 17(1) (b), that is every owner on whose land a veldfire may start or burn or from whose land it may spread must
 - (a) have such equipment, protective clothing and trained personnel for extinguishing fires as are -
 - (i) prescribed; or
 - (ii) in the absence of prescribed requirements, reasonably required in the circumstances;
 - (b) and ensure that in his or her absence responsible persons are present on or near his or her land who, in the event of fire, failed to—
 - (i) extinguish the fire or assist in doing so; and
 - (ii) take all reasonable steps to alert the owners of adjoining land and the relevant fire protection association, if any, and failed to notify the persons referred to in section 18(1)(a), that is any owner who has reason to believe that a fire on his or her land or the land of an adjoining owner may endanger life, property or the environment, must immediately —
 - (a) take all reasonable steps to notify -
 - the fire protection officer or, failing him or her, any member of the executive committee of the fire protection association, if one exists for the area; and
 - (ii) the owners of adjoining land; and
 - (b) do everything in his or her power to stop the spread of the fire.
- (5) As owner, occupier or person in control of land on which the fire occurred failed to take reasonable steps to extinguish the fire and/or to confine it to that land and/or to prevent it from causing damage to property on adjoining land.

There was consequential loss and damage incurred on neighbouring farms as a direct result of such negligence in terms of the Act, whether any such landowner decides to proceed with any civil action is for their decision, however reference in this regard is made to section 34 of the National Veld & Forest Fire Act 101, 1998.

Presumption of negligence

- 34. (1) If a person who brings civil proceedings proves that he or she suffered loss from a veldfire which-
 - (a) the defendant caused; or
 - (b) started on or spread from land owned by the defendant,

the defendant is presumed to have been negligent in relation to the veldfire until the contrary is proved, unless the defendant is a member of a fire protection association in the area where the fire occurred.

(2) The presumption in subsection (1) does not exempt the plaintiff from the onus of proving that any act or omission by the defendant was wrongful.

Signed:	[NAME]
Fire Protection Officer	
	[Fire Protection Association]
DAEE.	[DATE]

[NAME OF FPA] Fire Protection Association Registered in terms of the National Veld & Forest Fire Act 101 of 1998 Dept. of Agriculture, Forestry & Fisheries Reg. No. 838/01



TOOL 27: DETERMINATION FOR THE ADMISSION OF GUILT FINES

NATIONAL VELD AND FOREST FIRE ACT NO. 101 OF 1998

SEC.	DESCRIPTION OF OFFENCE	CAT. OF OFFENCE	PENALTY ON FIRST CONVICTION	AMOUNT
25(5)	* An owner, occupier or person in control of land on which a fire occur fails to take reasonable steps to • extinguish the fire • confine it to that land • prevent it from causing damage to property on adjoining land	1	Fine Imprisonment up to 2 years Both	R2 500.00 For serious damages NO A.G.
25(2)(a)	* A person leaves a fire which she/he lit, used or maintained in the open air unattended, before the fire is extinguished.	2	Fine Imprisonment up to 1 year Both	R2 500.00
25(2)(b)	* A person lights, uses or maintains a fire in the open air, with or without the permission of the owner, which spreads and causes injury or damage.	2	Fine Imprisonment up to 1 year Both	R2 500.00
25(2)(c)	* A person throws, puts down or drops a burning match or other burning material or material which is capable of spontaneous combustion or self ignition, and by doing so, makes a fire which spreads and causes injury or damage.	2	Fine Imprisonment up to 1 year Both	R2 500.00
25(2)(d)(i)	* A person lights, uses or maintains fire in a road reserve other than in a fireplace which has been designated by a competent authority.	2	Fine Imprisonment up to 1 year Both	R2 500.00
25(2)(d)(ii)	* A person lights, uses or maintains a fire in a road for a purpose other than to burn a firebreak.	2	Fine Imprisonment up to 1 year Both	R2 500.00
25(2)(e)	* A person smokes where, by notice, smoking is prohibited.	2	Fine Imprisonment up to 1 year Both	R1 500.00
25(3)(a) r.w. Section 12 (1)	* An owner on whose land a veldfire may start or burn or spread fails to prepare and maintain a firebreak on his or her side of the boundary with adjoining land.	2	Fine Imprisonment up to 1 year Both	R2 500.00
25(3)(a) r.w. Section 14	* An owner whose land coincides with the boundary of the Republic and whose land is subject to a risk of veldfire fails to prepare and maintain a firebreak as close as possible to the border.	2	Fine Imprisonment up to 1 year Both	R2 500.00
25(3)(b) r.w. Section 12(2)(b)	* An owner who cannot reach agreement with his or her neighbour for a date on which both can burn their firebreaks, 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 firebreaks.	2	Fine Imprisonment up to 1 year Both	R2 500.00
25(3)(c) r.w. Section 12(4)(a)	* An owner burns a firebreak when the FPA has objected.	2	Fine Imprisonment up to 1 year Both	R2 500.00

SEC.	DESCRIPTION OF OFFENCE	CAT. OF OFFENCE	PENALTY ON FIRST CONVICTION	AMOUNT
25(3)(d) r.w. Section 12(5)	* An owner fails to inform the owners of adjoining land and the FPA if there is one: • that burning a firebreak cannot be done on the • agreed days or if no agreement was reached, on the days he or she has not given notice for, • of the additional days on which he or she now intends to burn.	2	Fine Imprisonment up to 1 year Both	R2 500.00
25(4)(a) r.w. Section 17(1)	 * An owner on whose land a veldfire may start or burn or spread fails to meet the standards of readiness for fire fighting: by not having the equipment, protective clothing and trained personnel for extinguishing fires, either that are prescribed, or reasonably required in the circumstances; by not ensuring that in their absence, a responsible person will be present on or near their land who if there is a fire will extinguish it or assist in doing so; alert the owners of adjoining land and the FPA if there is one. 	2	Fine Imprisonment up to 1 year Both	R2 500.00
25(4)(b) r.w. Section 18(1) (a)	* A person who has reason to believe that a fire on his or her land, or the land of an adjoining owner may endanger life, property of the environment, fails to notify • the Fire Protection Officer, or failing him or her, any member of the executive committee of the FPA if one exists for the area, and • the owners of adjoining land.	2	Fine Imprisonment up to 1 year Both	R2 500.00
25(4)(c) r.w. Section 18 (3)(a)	* A person refuses to assist a Fire Protection Officer who is taking over control of the fighting of a fire from any person who has been doing so up until his or her arrival.	2	Fine Imprisonment up to 1 year Both	R1 500.00
25(4(c) F.W. Section 18(3) (b) or 18(4) (b)	* A person refuses to assist a Fire Protection Officer when ordered to do so on the basis that he or she is apparently not younger than 16 years and not older than 60.	2	Fine Imprisonment up to 1 year Both	R1 500.00
25(4)(d) r.w. Section 18(2); (3) and (4)	 * A person hinders or obstructs: any person fighting a fire that may endanger life, property or the environment on any land; a Fire Protection Officer who takes over control of fighting a fire; a Forest Officer who has taken over the control of fighting a fire in the absence of a Fire Protection Officer. 	2	Fine Imprisonment up to 1 year Both	R2 500.00
25(6)(a)(b)	* A person interferes with or prevents a Fire Protection Officer, a Forest Officer, a Police Officer or an officer appoint- ed under Fire Brigade Services Act from: • entering and searching land or premises where she/he believes an offence is being or has been committed; • seizing any vehicle, tool, weapon, animal or other thing which she/he believes is being or was used in the com- mission of an offence; • arresting any person who she/he believes has committed a first or second category offence, or a third category offence if she/he believes that the person will fail to appear in answer to a summons.	3	Fine Community service up to 6 months Both	R1 000.00















