



CONSTITUTION

(as amended and adopted at the Annual General Meeting: 22 May 2024)

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1. Name of the Association

The name of the association is the LIONS RIVER Fire Protection Association ("the Association and or LRFPA"), registered by the Department of Forestry, Fisheries and Environment – Reg. No. 838/01 – in terms of the National Veldfire Act, 1998 (the Act).

2. Area of the Association

The area of the Lions River FPA amounts to approximately 155,000 hectares. The area is bisected by the N3 Highway and extends from the Pietermaritzburg boundary in the SW to Rosetta in the North West.

The FPA is bounded on the South Western side by the Umkomaas River, on the Eastern side is uMngeni Municipal Boundary and to the North is the Mooi River/Greytown road / Craigie Burn Dam

The attached Google Earth shows this area.

(See attached Google Earth image)

3. Address of the Association

The address of the Association is –

Physical address:

Lions River Fire Protection Association
Stockowners Office Park, Tweedie, Kwazulu Natal

Postal address:

Lions River Fire Protection Association
Po Box 175, Howick, 3290
admin@lionsriverfpa.co.za

4. Application of the Act to this Constitution

This Constitution follows Chapter 2 of the National Veldfire Act, 1998 and is inclusive of the rules and regulations hereunder.

5. Aim of the Association

The aim of the Association is to predict, prevent, detect, manage and assist with extinguishing of veldfires in its area.

6. Duties and functions of the Association

The duties and functions of the Association are to -

- (1) implement a veldfire management strategy for the area,
- (2) provide in the strategy agreed mechanisms of coordinating actions with adjoining fire protection associations in the event of a fire crossing boundaries,

- (3) make rules which bind its members,
- (4) identify the ecological conditions that affect the fire danger and attempt to remedy same,
- (5) regularly communicate the fire danger rating referred to in sections 9 and 10 to its members,
- (6) organize and train its members in fire-fighting, management and prevention,
- (7) inform its members of equipment and technology available for preventing and fighting veldfires,
- (8) provide management services, training and support for communities in their efforts to manage and control veldfires,
- (9) supply the Minister at least once every 12 months with statistics about veldfires in its area,
- (10) give any information requested by the Minister to prepare or maintain the fire danger rating system,
- (11) exercise the powers and perform the duties delegated to it by the Minister,
- (12) assist in reducing the risk of fire to and from properties on the urban interface,
- (13) initiate an education and publicity campaign on fire awareness,
- (14) advise members on the eradication of invader vegetation,
- (15) elect an Executive Committee to manage the affairs of the Association,
- (16) appoint a Fire Protection Officer, and
- (17) do all else necessary to carry out its aims, duties and functions.

7. Membership

- (1) Any owner in the area of the Association may at any time become a member. Every municipality or organ of State must be a member.
- (2) A member is any owner, as defined in the National Veldfire Act, 1998, or a representative of a group of land owners -
 - (a) whose name is in the register of members referred to in section 8 (3) of this constitution, and
 - (b) who has declared that he or she is willing to follow this constitution and the rules of the Association

8. Register of members

- (1) All members must give the Secretary if so required—
 - (a) The name of his, her or its properties and where necessary a copy of the map showing the boundaries of the properties.
 - (b) their names, addresses, telephone numbers, email addresses and fax numbers and

(c) the names, addresses, telephone numbers, email addresses and fax numbers of their agents or representatives.

(2) Any -

(a) change of address or telephone number

(b) transfer of property or change in ownership

must be communicated to the Secretary within 3 months.

(3) The Secretary must keep all the details referred to in sub-paragraphs (1) and (2), and other relevant information, in a register of members and managed in accordance with the Protection of Personal Information Act.

9. Rights and duties of members

Membership of the Association –

- (1) includes paying fees required by the association within the required time period per clause 10(3).
- (2) includes the payment of any charges set by the Association from time to time
- (3) allows members to have all the benefits of membership
- (4) does not give a member a right to any of the money, property or assets of the Association
- (5) includes a declaration to abide by this Constitution and the rules and regulations (hereunder) of the Association, as included hereto and which may be amended from time to time with approval of members.
- (6) includes the payment of any fines imposed by the Fire Protection Officer and or Executive Committee for failure by a member, to adhere to clause 5 above, in any way whatsoever.

10. Termination of membership

- (1) A member may terminate his or her membership by written notice to the Chairperson except in the case of municipalities and owners in respect of State land.
- (2) If a member terminates membership, he or she forfeits all fees, charges and or fines, already paid to the Association.
- (3) Membership is automatically terminated if a member does not pay the membership fees, charges, interest and or fines, within **60** days from date of invoice. Interest will be charged at prime lending rate.
 - (a) after the annual general meeting, or
 - (b) after these fees, charges or interest are due.
- (4) The land of a member who dies will still be protected under this Constitution if -
 - (a) on his or her death, the fees, charges or interest are fully on paid, and

- (b) his or her successor-in-title applies for registration as a member.
- (5) The Association may terminate membership of any member who fails to comply with the Constitution and or Rules and Regulation, within a reasonable period of time after receiving a notice of failure to comply with an agreed rectification plan from the Fire Protection Officer, with the exception of municipal owners and owners in respect of state land.
- (6) Should a dispute arise with regard to a membership being terminated the Executive Committee decision is final.

11. Objection to or Suspension of membership

- (1) The reasons for considering an application to suspend any membership, are as follows:
 - (a) Failure to satisfy any of the requirements for membership set out in this Constitution, to be read in conjunction with the rules & regulations.
 - (b) Any behaviour or action which, in the opinion of the Association, is detrimental to the interest and responsibilities of the Association.
 - (c) The Executive Committee has delegated authority to act on behalf and in the interest of the Association and report back to the Association.
 - (d) If the Executive Committee object to any applicant's admission as a member or any member's continued membership, they must within 30 days:
 - (i) Give the applicant or member written reasons for the objection or possible suspension
 - (ii) Call a meeting of the Executive committee to consider the case
 - (iii) Notify the applicant or member of the date, time and place of the meeting
 - (e) The member may speak at the meeting and argue for admission or continued membership, and
 - (f) Lodge a complaint to the Minister if not satisfied with the Executive Committee' decision.

12. Fees, charges, interest and fines

- (1) The executive committee may from time to time –
 - (a) fix fees for membership registration, charges for services and fines, that are necessary for the proper management of the Association
 - (b) charge interest on unpaid monies that the law allows. (see point (3))
- (2) The fee structure of the Association is as contained as annexure "A" in the rules and regulations of the Association and will be distributed to members annually.
- (3) Annual membership fees will be charged by way of single invoice. Membership fees must be paid within 30 days of date of invoice. Interest, at a rate of 2.5% per month, will be charged on overdue fees. A full budget and payment breakdown ('Land use plan') is available on request.
- (4) No pro rata membership fee is applicable. Fees are payable per the fee structure on any renewal and or rejoining the Association.

- (5) Any increase in registration and membership fees, charges for services, and or fines must -
 - (a) be ratified at an annual general meeting
 - (b) if not done at an annual general meeting, be decided on by the majority of members present at a special general meeting called for that purpose.

13. Liability of members

Members are not individually liable for any debts owed or duties of the Association, but they do have to pay unpaid fees, charges, interest and or fines.

14. Separate legal entity

The Association is a separate legal entity and is capable of instituting litigation in it's own name and will be sued in its own name .

15. Limited liability

The Association is capable incurring obligations and acquire rights apart from its members.

16. Assets

The Association may acquire and dispose of any asset.

17. The Executive Committee

- (1) The Executive Committee of the Association is -
 - (a) the Chairperson
 - (b) the Vice Chairperson
 - (c) the Secretary/Treasurer
 - (d) the Fire Protection Officer
 - (e) Additional members.
 - (f) Co-opted members
- (2) Except for the Fire Protection Officer and the Secretary/Treasurer, who are appointed, any member of the Association may be elected to the Executive Committee.
- (3) The Chairperson is elected for a period of three years, but may stand for re-election at the end of this period.
- (4) The Vice Chairperson, and the additional members are elected for a period of two years, but may stand for re-election at the end of this period.
- (5) If the Chairperson, the Vice Chairperson or additional member resigns, dies, becomes incapacitated or disqualified, or is removed from office, this position becomes vacant.
- (5) A member of the executive committee becomes disqualified if he or she -

- (a) is declared to be of unsound mind by a court
 - (b) is declared insolvent by a court
 - (c) is convicted of a crime involving dishonesty
 - (d) has been absent without leave or a good reason from two consecutive meetings of the committee.
- (6) If there is a vacancy in the committee, it must be filled by the election of another member for the remaining period of service.
 - (7) Any member may be co-opted to serve on the Executive Committee for a period decided upon by the Executive Committee but has no voting rights.
 - (8) A quorum for a meeting will be 50% of committee members plus one.
 - (9) If there is not a quorum present after the expiry of ten (10) minutes after the appointed time for the meeting, no meeting shall take place. The members present shall then decide by a majority vote to adjourn the meeting to a date not more than fourteen (14) days later and the members present at such an adjourned meeting shall form a quorum and transact the business which was to be transacted at the first meeting.

16. Technical Committee

- (1) A Technical Committee may be appointed to assist the Executive Committee with technical advice and expertise with regard to fire management and related issues.
- (2) It will consist of statutory and private landowners.
- (3) Their function and powers are as indicated in the Technical Committee terms of reference as amended from time to time.

19. Employees

- (1) The Executive Committee may employ any person it considers necessary to help the Association to carry out its functions.
- (2) The employment of any person, or any change to the contract of employment of any employee, must be approved by a resolution of the Executive Committee.
- (3) All employees remain in employment when there is any change in the Executive Committee.

20. Loans

- (1) The Executive Committee may use loans, including overdrafts, to raise the funds it needs to carry out any of its functions.
- (2) Whenever the Executive Committee wants to raise a loan of more than R10 000.00, it must call a meeting of all members, with at least 21 days' notice, to get a mandate to raise the loan.
- (3) The Executive Committee cannot make a loan that will lead to increased registration or membership fees, unless this is approved by a majority of the members at the meeting.

21. Finances

- (1) Only one general business banking account and one investment banking account may be opened at any financial institution in the name of the Association.
- (2) The Fire Protection Officer will be responsible for managing the bank accounts, and the Chair will be notified electronically via the financial institution of any and all transactions and the Chair and or Executive Committee will be required to approve all payments outside of normal operations as per the approved budget.
- (3) The financial year of the Association runs from the date of its registration to 28th February of the following year, and then from 1st April every year to 31st March of the next year, thereafter.
- (4) The Secretary/Treasurer is responsible for all the financial recording keeping of the Association and must keep a record of all this business.
- (5) The Secretary/Treasurer must every year at an annual general meeting -
 - (a) present annual financial statements of the Association's accounts, approved by a registered Chartered Accountant of South Africa, for the previous financial year, including full details of any salary paid to members of the Executive Committee and employees of the Association, and
 - (b) give a report of the Association's activities.
- (6) The financial statements must be available for inspection at reasonable times, at the offices of the Association, for any member, for a period of 30 days from the date of the annual general meeting. Financial statements can be distributed to paid up members, on formal written request.

22. Annual General Meeting

- (1) An annual general meeting must be called by the Executive Committee -
 - (a) within 90 days of the end of the financial year, and
 - (b) on 14-days' notice to all members.
- (2) The annual financial statements will be presented at the annual general meeting and open for inspection per 21(6).
- (3) In addition to any other business, the annual general meeting must deal with -
 - (a) the Chairperson's report on the general affairs of the Association,
 - (b) the Secretary/Treasurer's presentation of the financial statements of the Association,
 - (c) the Fire Protection Officer's report on his or her activities, and
 - (d) the introduction and approval of any increase of fees, charges or interest.
- (4) A quorum will *be* **10%** of paid-up members. A resolution will only be passed if 75% of members present are in favour.

- (5) If there is no quorum, the members present must be given notice that a further meeting will be held at least 7 days later.
- (6) If there is no quorum at the further meeting, the members present form a quorum.
- (7) Only those members whose registration and membership fees are fully paid up, have a right to vote.

23. Voting

- (1) Each member will have one vote.

24. Attendance of ordinary members at Executive Committee meetings

- (1) an ordinary member may attend an Executive Committee meeting for the following reasons:
 - (a) To present an issue that has been fully motivated and placed on the agenda.
 - (b) To be a silent observer of the proceedings.

25. Special General Meeting

- (1) The Executive Committee may convene a special general meeting at any time on 14 days-notice.
- (2) A special general meeting must be convened by the Executive Committee if -
 - (a) **50%** of paid-up members request this meeting in writing and name the issues to be dealt with,
 - (b) the members requesting the meeting promise in writing to pay for the administrative costs of the meeting, and
 - (c) the requested meeting is to be held at least 90 days before an annual general meeting.
- (3) If there is no quorum at a special general meeting, the meeting must be closed, and the business for discussion will go to the next annual general meeting.

26. Dispute resolution

- (1) In the case of a dispute between members, members must negotiate to resolve the dispute.
- (2) If such negotiations fail, any member may approach the Executive Committee, which must appoint an arbitrator whose decision is final.

27. Dissolution

- (1) The Association may be dissolved -
 - (a) by a resolution passed at an annual general meeting or a special general meeting called for that purpose and by its deregistration by the Minister under section 8 or
 - (b) by its deregistration by the Minister under section 8.

- (2) The resolution to dissolve the Association must -
 - (a) be passed by a two-thirds majority of members present and forming a quorum, and
 - (b) be confirmed at another special general meeting, held after at least 30 days, by a majority vote of the members present and forming a quorum.
- (3) 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.

This Constitution, (together with the rules and regulations - previously amended 2014), as approved at the Annual General Meeting held on 22 May 2024, replaces any previous Constitution and Rules and Regulations, as from the date sated, and is bound by the laws governing the Republic of South Africa.

LIONS RIVER FPA RULES & REGULATIONS

As adopted by the Executive Committee of 3 April 2014 and amendments thereto approved and adopted at the Annual General Meeting on 22 May 2024

In terms of the Lions River FPA Constitution, these rules and regulations are to be adhered to by members of Lions River Fire Protection Association (LRFPA) and where applicable will apply to ALL landowners residing within the LRFPA area of operations in terms of the National Veldfire Act 1998 (*per Gazette 50428, 3 April 2024 - National Veld and Forest Fire Amendment Act, 2023*).

MEMBERSHIP – DUTIES OF MEMBERS TO PAY ANNUAL FEES & UPDATE DETAILS

Membership:

Any member and / or landowner within the registered area of the Association may at any time become a member. Every Municipality servicing the area and State landowner within the area, MUST become a member, 2 April 2025.

Member details:

1. Any change of address or telephone number or transfer of property or change in owners MUST be communicated to the Secretary within 30 days. **The onus is on the member to ensure all details are updated** and the LRFPA cannot be any liable in any way whatsoever should such membership information not be provided to the LRFPA timorously.

Membership of LRFPA includes;

1. paying fees required by the Association
2. the payment of any charges set by the Association from time to time, inclusive of any charges incurred by the Association for and on behalf of member and as the result of any direct request of a member;
3. all benefits of membership to the Association, and only for so long as the member is a paid-up member of the Association and remains fully compliant in terms of the Associations Constitution, its Rules & Regulations and the National Veldfire Act, 1998
4. payment of the annual subscriptions within the specified period, and the member thereby makes a declaration to abide by the Constitution and the Rules & Regulations of the Lions River Fire Protection Association

Termination of Membership - Payment of fees etc.

1. Membership is automatically terminated should a member NOT pay membership fees, any charges (as noted above), and any interest due thereon, within 60 days of invoice. Interest will be charged at prime lending rates.
2. If a member terminates their membership, all fees and charges already paid to the Association will be forfeited.

Rights of the Association

1. The Association may terminate membership of any member who fails to comply with the Constitution and the Rules & Regulations within a reasonable time period, and after receiving a written notice of failure to comply with an agreed rectification plan from the Fire Protection Officer (or the LRFPA), or has failed to

comply with any payment and / or fee and or fine requirement within any specified time period as set out within the Rules & Regulations

2. Should a dispute arise with regard to a members membership hip being terminated for whatever reason in terms of the Constitution and / or Rules & Regulations, the member will be given an opportunity to present in writing their reasoning in respect of such dispute, upon which the Executive Committee will deliberate on the matter and the decision of Executive Committee will become final.

MEMBERS DUTIES IN RESPECT OF FIRE MANAGEMENT DURING THE HIGH-RISK FIRE PERIOD 1 MAY to 31 OCTOBER ANNUALLY

The Lions River FPA (LRFPA) area of operation is deemed a high-risk fire area by the Dept. of Agriculture Forestry & Fisheries (DAFF). Based on historical information as well as operating norms, LRFPA have adopted the following regulations and date lines with regard to the general conduciveness of any burning operations within its area, and which must be read in conjunction with the National Veldfire Act, 1998. The Fire Protection Officer and / or the Executive Committee of the Lions River Fire Protection may, change the dates and the nature of any burning operations as contained hereunder, and in so doing grant landowners special permits, any such change will be distributed in writing, to the membership via email;

- (1) No member and / or landowner shall **make a fire in the open air**, without the approval of the LRFPA and or its appointed agent or, if such a fire has been made, allow it to continue to burn or add fuel thereto, otherwise than;
 - a. Fires made within a demarcated picnic or camping area or caravan park, or holiday resorts, but only at places within such an area which have been specifically prepared and maintained for that purpose and the landowner / land-user has provided the necessary authorizations to light a fire, and provided that such fires are properly and fully extinguished with water and/or sand;
 - b. Fires for the preparation of food on residential stands and located within a demarcated low fire risk areas (such as labour villages, temporary labour camps, residential houses in close proximity to open veld areas etc), all of which are properly protected against spread of fire and within a clearly demarcated area;
 - c. Fires made on urban residential and industrial stands in proclaimed townships (unless local municipal bylaws state otherwise) which are properly protected against spread of fire and;
 - d. Fires to facilitate the harvesting of sugarcane, which is to be allowed on weekdays and from 18:00 on Fridays to 10:00 on Saturdays, as well as, 17:00 on Sundays to 06:00 on Mondays;

DATES: NO making fire of any nature in the open air, other than types of fire specified below, from 1 May to 31 October annually, and unless a permit has been obtained from the LRFPA and or its agent to do so.

- (2) No member and / or landowner shall **destroy any ground cover**, including any slash, brush or harvest residue by burning other than maize harvest residue, which may be destroyed from 14:00 to 24:00 daily, except from 18:00 on Fridays to 14:00 on Mondays, subject to regulation 12, promulgated in terms of the Conservation of Agricultural Resources Act, 1983 (Act N° 43 of 1983); and in compliance with the National Veldfire Act, 1998.

DATES: NO burning of ground cover (*forestry slash*), vegetation waste stacks, refuse pits and or any other prescribed burning activity from 1 May (unless amended by the LRFPA) to 31 October annually (unless amended by the LRFPA)

DATES: Burning of maize harvest residue is permitted 1ST July to 30th September (*after 14:00 on weekdays*)

- (3) The **clearing or maintenance of firebreaks** by burning is prohibited;

DATES: NO burning of firebreaks is permitted from 1 August to 31 October annually, unless authorised by the FPA

- (4) The **execution of block burns for grass management purposes** including the burning of veld, may not take place from 16:00 on Fridays to 06:00 on Mondays, subject to regulation 12, promulgated in the terms of the Conservation of Agricultural Resources Act, 1983 (Act N° 43 of 1983); and in compliance with the National Veldfire Act, 1998.

DATES: Execution of controlled block burns for grass management purposes (veld, *camps / vleis*) is permitted 15 July to 30 September annually – provided that the area is completely surrounded by adequate fire breaks and burning is undertaken in accordance with the guidelines as set out in CARA and on suitable days as prescribed by the LRFPA.

MEMBER DUTIES IN RESPECT OF BURNING OF FIRE BREAKS, CONTROLLED GRASS MANAGEMENT AND / OR BLOCK BURNS, BRUSH BURNS, FORESTRY SLASH BURNS, REFUSE PIT BURNS, GARDEN STACK BURNS AND THE POTENTIAL SPREAD OF FIRE AND THE READINESS TO FIGHT FIRES

Firebreaks and Controlled Block and / or Grass Management Burns

Duty of members and / or landowners to prepare and maintain boundary firebreaks with neighbours, as well as prepare internal firebreaks for controlled block, and forest brush, burning purposes;

In terms of the National Veldfire Act, 1998;

1. Every owner on whose land a veldfire may start or burn or from whose land it may spread must prepare and maintain a firebreak on his or her side of the boundary between his or her land and any adjoining land.
2. If a landowner / land user (owner) intends to prepare and maintain a firebreak by burning, he or she must determine a mutually agreeable date or dates with the owners of adjoining land for doing so, and inform the LRFPA.
3. If agreement cannot be reached, such owner must give to the owners of adjoining land and the fire protection association for the area, if any, at least 14 days written notice of the day or days during which he or she intends burning firebreaks, fire danger permitting.
4. An owner of adjoining land who has agreed on a day or who receives a notice must—
 - a. burn his or her firebreak on the boundary concerned on the same day or days; or
 - b. be present at such burning or have his or her agent attend; and
 - c. ensure that a sufficient number of persons are present on his or her side of the boundary to prevent any spread of fire when the firebreak is burned.
5. An owner may not burn a firebreak, if—
 - a. the fire protection association objects to the proposed burning; or

- b. a warning has been published in terms of subsection 10(1)(b) because the fire danger is high in the region; or
 - c. the conditions are not conducive to the burning of firebreaks.
- 6. The owner must inform the owners of adjoining land and the fire protection association, if any—
 - a. if burning cannot be done on the agreed day or days, or any of the other days; and
 - b. of the additional days on which he or she intends to burn because of the failure to do so on the day or days.
- 7. It is not necessary for the owner to give 14 days-notice of the additional days.
- 8. Owners of adjoining land may agree to position a common firebreak away from the boundary.
- 9. Should an owner intend to be absent for a period longer than 14 days during the period or part of any period in which burning normally takes place, he or she must give all owners of adjoining land an address and telephone number, if any, at which he or she may be contacted.
- 10. If an owner of adjoining land—
 - a. is not present on the agreed or notified day or days; or
 - b. has not given an address and telephone number, if any, the owner may proceed with the burning in his or her absence.
- 11. It is strongly recommended by the LRFPA that neighbours enter into a joint fire break agreement to ensure all relevant matters are agreed to in writing.

Firebreaks

The firebreak need not follow the common boundary if the neighbours agree in writing to locate it elsewhere. This offers the flexibility needed to adjust for problems such as terrain.

1. **Fire break dimension** - It is **recommended, but not prescribed, that a 10 -15-meter firebreak** on each side of the boundary is burnt (the width all depend on fire risk, surrounding fuel loads, terrain, gradients, type of vegetation, size of property etc.) and should controlled block burning for grass management or any other purpose be undertaken, internal firebreaks, 10 meters minimum in width should be prepared around the controlled burn area. Please consult your FPA should you be uncertain.
2. **Sawmill's / Charcoal kiln, Furnace site's** - The production site will be surrounded by a fire break and or bare earth area, of a minimum of 20 metres in width.
3. **Pre burning condition of fire breaks:** The fire break is to be reasonably free of all heavy fuel loads (logs, stumps, garden refuse, refuse pits etc), other than grass, and the post burn area, does not cause soil erosion.
4. **Rotation of fire breaks:** Annually. Where possible these breaks are to consist of two 10-15 m breaks which can be alternated annually on the joint boundary.
5. **Strategic fire breaks** (Undertaken by LRFPA or LRFPA in conjunction with landowners)
 - a) Recommended width: 50-100 metres
 - b) Condition: Clean of all flammable soft fuels [grasses]
 - c) Rotation: Annually

Member's and / or landowner duties when preparing fire breaks

The following are the steps to be taken by members and / or landowners when they intend to burn fire breaks or undertake any form of controlled (block, slash, brush, maize residue etc) burns:

1. **FPA Approvals:** No burning of fire breaks and or any other prescribed burning activity, if the LRFPA have said NO / OBJECTED to any burning on any specified day (in terms of the said Act).
2. **Permits:** The LRFPA/Firehawk ops room (and or any other agent appointed by the LRFPA), is to be notified by the landowner, land user and / or the landowner agent before burning operations commence on the day of burning (in terms of the Act), and a permit number will be issued prior to any burning.
 - (a) A landowner / member may be requested to supply a permit number should the Fire Protection Officer request such, failure to do so could result in non-compliance.
 - (b) The LRFPA/Firehawk ops room is to be notified of completion of all burning operations, and a permit number provided in order that it may be closed.
 - (c) No burning operations, other than controlled conservation / grass management block burns will be allowed between the 1st July and 31st October, without a permit issued by the FPA.
3. **No burn days:** No burning of any nature will be permitted on Saturdays, Sundays and Public Holidays except with a burning permit and with the approval of the LRFPA.
4. **Notification of fires:** The LRFPA/Firehawk ops room and / or the FPO is to be notified of any uncontrolled spread at the site of the fire break or controlled burning (in terms of the Act).
5. **Fire break plans / burns:** A member and / or landowner when wanting to burn a firebreak must ensure that,
 - a) due regard to the weather, climate, terrain and vegetation of the area, has been taken onto consideration—
 - b) it is wide enough (refer to above guidelines) and long enough to have a reasonable chance of preventing a veldfire from spreading to or from neighbouring land;
 - c) it does not cause soil erosion; and
 - d) it is reasonably free of heavy fuels (logs, stumps etc), capable of carrying a veldfire across it and or reigniting.
6. **Neighbour consultation:** The member and / or landowner (or the appointed agent) intending to burn the fire break must consult with the neighbour to find a suitable date for both parties. If the member cannot obtain agreement, then he or she may simply give 14-days written notice of intention to burn.
7. **Joint Neighbour duties:** The Act requires the neighbour to burn his or her fire break on the same day as agreed or notified, to be present or have an appointed agent present,
8. **Fire Equipment:** The member and or landowner must comply with the FPA's minimum guideline requirements before the burning of fire breaks and / or controlled block burns, brush burns, slash burns, and refuse burns, commences, and have sufficient trained fire fighters and reasonable fire equipment available to control the fire and prevent the spread of the fire.

All Prescribed burning procedures

Pre-burning procedures:

1. **Permits:** All members and / or landowners must contact the LRFPA and verify that weather conditions are conducive for any burning operations, unless otherwise communicated by the LRFPA.

2. **Approvals:** A member and / or landowner within the LRFPA area may not burn a firebreak or undertake any other type of burning operation, if—
 - a. the fire protection association objects to the proposed burning and or a permit has not issued to the member and or landowner on the day of the intended burning activity; or
 - b. the conditions are not conducive to the burning of firebreaks in terms of forecast and / or actual Fire Danger Index and other general adverse weather characteristics on the day and within a few days thereafter.
 - c. Should a member and / or landowner not follow the rules in respect of notification of the LRFPA and should any advice be given by the LRFPA in terms of burning conditions, all of which are ignored, the LRFPA cannot be held accountable in any way whatsoever for such members and / or landowners actions and who do not notify the LRFPA or follow the advice of the LRFPA in respect of prescribed burning operations. Fines and or legal processes may be instituted by the LRFPA.
3. **Fire Readiness:** Members and / or Landowners must consider the availability of trained fire fighters over weekends and public holidays and must try to avoid any burning immediately prior to a pay weekend.
4. **Non-Compliance:** Should a member and / or landowner not follow the rules in respect of notification and any advice given in respect of burning conditions, the member and / or landowner could be faced with potential negligence claims as well as being charged with a fine by the LRFPA and or with an offence in terms of the Act.
5. **Day-time burning:** Fire break burning and any block burning must not be undertaken prior to sunrise and must be completed prior to sunset, unless otherwise authorised by the LRFPA. Members may apply for special permission to burn after sunset; however, permission is not guaranteed.

Post-burning procedures:

1. **Mopping up:** The entire fire line must be adequately contained and all smouldering material must be fully extinguished with water.
 - a) A minimum 1.5 m safe fire line must be created along the entire edge / perimeter of the burn.
2. **Patrolling / Monitoring:** A veldfire or grass burn does require the member and / or landowner to patrol if the LRFPA forecasts bad fire weather – the onus is on the member and / or landowner to enquire with LRFPA in this regard and such presence would require a minimum of 2 x fire fighters with knapsacks and at least 40 litres of water per unit. The fire fighter must also have a fire beater. This presence is required for 24 hours after the burning operations have been completed.
 - a) In the case of the area burnt consisting of slash and heavy fuels the team must be increased to 4 firefighters with equipment and a method of communication with the ops room and additional firefighting teams. (It is noted that slash / forestry slash burning is not permitted between 1 May and 31 October annually, or as determined by the LRFPA).

Burning on and / or along ANY PUBLIC ROADS and rivers

1. Public roads and rivers do not form part of a fire break.
2. Properties with boundaries to a public road and or a river must burn fire breaks, along such road servitudes, river banks.

3. To burn safely alongside a district or regional road the following is strongly recommended to ensure road user safety:
 - a) Two staff members, one on either side of the burn where smoke may cross the public road, and who will have a red flag which is clearly visible in size.
 - b) This person must wave the red flag at oncoming traffic.
 - c) Reflective vests should be worn by the person holding the flag.
 - d) Should smoke cross over the road, the staff member must make every effort to stop the traffic from travelling through the smoke and only allow traffic to flow once the smoke has cleared and there is reasonable visibility.

Burning of waste (for Sawmill's and other incinerator / furnace / charcoal kiln type operations)

1. Burning of waste at sawmill during the period 1 May – 31 October must take place within an approved incinerator and such must be registered with the LRFPA, and coordinates thereof provided to the LRFPA
2. The area around the incinerator/furnace/charcoal kiln must be prepared and made safe in respect of any possible escape of sparks and / or embers from the incinerator.
3. The incinerator/furnace/charcoal kiln may not be operated on days, between 1 May and 31 October annually, when the Fire Danger Index exceeds an Orange 61 and or on any other day communicated by the LRFPA.

MEMBERS DUTIES IN RESPECT OF FIRE FIGHTING

1. A member and / or landowner 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—
 - i. the fire protection officer or, failing him or her, any member of the executive committee of the fire protection association, and
 - ii. the owners of adjoining land; and
 - iii. do everything in his or her power to stop the spread of the fire.
2. A member and / or landowner who has reason to believe that a fire on any land may endanger life, property or the environment, may, together with any other person under his or her control, enter that land or land to which the fire can spread in order to prevent that fire from spreading or to extinguish it.
3. In taking control over the fighting of a fire in terms of section 6(1)(c) of the Act, the Fire Protection Officer may—
 - a. take control from a member (or any person) who has, until his or her arrival, controlled the fighting of the fire;
 - b. order a member (or any person) who is not younger than 16 years and not older than 60 years to assist him or her.
 - c. Should a member and / or landowner make any form of verbal request to the Fire Protection Officer and / or Fire Protection Association during any firefighting operations, regardless of whom and / or what ignited such a fire, such member / landowner will be required to send an SMS or other suitable confirmation (by way of witness, signature in dairy etc) to the FPO and / or the LRFPA confirming such verbal request, prior to the request being actioned by the FPO and / or LRFPA and should the FPO and / or the LRFPA or any related party then act on such a confirmed request during the

firefighting operations, such member and / or landowner will become fully liable for any and all costs, charges or claims made in respect of and relating to such request.

- d. Should a member and / or landowner seek any advice from the LRFPA and / or Fire Protection Officer during any firefighting operations, regardless of whom and/or what ignited such a fire, such member / landowner will have no claim whatsoever against the LRFPA and / or its agents, employees, should any cost, charge or claim of any nature arise as a result of such advice and for so long as such advice was within reason under the prevailing circumstances.
- e. Subsequent to any uncontrolled fire event, on a member's land, the member must complete and submit within 14 days, a Fire Report on the prescribed form.

MEMBERS DUTIES IN RESPECT OF READINESS, FIRE EQUIPMENT AND PROTECTIVE CLOTHING

1. A member and / or landowner 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
 - b. ensure that in his or her absence responsible persons are present on or near his or her land who, in the event of fire, will—
 - (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.
 - c. A member and / or landowner may appoint an agent to do all that he or she is required to do in terms of this section.
 - d. A member and / or landowner must enter into a written agreement should such agent be appointed to perform any duties in terms of the National Veldfire Act, 1998.
2. When using an agent (in terms of the Act) it remains the responsibility of the member and / or landowner to ensure that staff, their training, protective clothing and equipment on site reasonably complies with the LRFPA guidelines. (Refer overleaf)

VELD / GRASS & a FORESTRY area less than 1 hectare - firefighting equipment & staff – GUIDELINE TO MINIMUM (REASONABLE) REQUIREMENTS

Property Size	Bakkie Sakkie Min 500 ℓ	Water tanker Min. 1 000 ℓ	Water tanker Min. 2 000 ℓ	Rake Hoes	Beaters	Knap Sacks Min 15ℓ	Drip Torch	Cell Phone	Handheld Radio	Mobile Radio	1 st Aid Kits	Firefighters	Crew Leaders / Owner
1 – 20	Avail. in 15 min*	NIL	NIL	1	4	2	NIL	1	NIL	NIL	1	2	1
20 - 100	1	NIL	NIL	2	5	2	NIL	1	NIL	1	1	4	1
100 - 500	1	1	NIL	5	10	4	1	1	1	1	1	9	1
500 – 1 000	1	1	NIL	5	20	10	1	1	2	3	2	19	1
1 000 – 4 000	2	NIL	2	10	20	10	2	1	4	4	2	30*	3
4 000 – 10 000	4	NIL	4-5	20	40	40	2	1	4	6	5	60*	6*
Sawmill / Charcoal	1	NIL	NIL	4	4	2	NIL	1	NIL	NIL	NIL	4	1

* Access to

FORESTRY COMPONENT OF THE PROPERTY and where the forestry area is 1 hectare or greater) - firefighting & staff – GUIDELINE TO MINIMUM (REASONABLE) REQUIREMENTS

Property Size	Bakkie Sakkie Min 500 ℓ	Water tanker Min. 2 000 ℓ	Water tanker Min. 5 000ℓ	Rake Hoes	Beaters	Knap Sacks Min 15 ℓ	Drip Torch	Cell Phone	Handheld Radio	Mobile Radio	1 st Aid Kits	Firefighters	Crew Leaders / Owner
1 – 25 ha	1	NIL	NIL	6	4	2	NIL	1	NIL	NIL	1	4	1
26 - 100 ha	2	1	NIL	10	6	10	NIL	1	NIL	1	1	10	1
100 - 500 ha	2	1	NIL	20	10	15	2	1	2	2	2	20	1
500 – 1 000 ha	2	2	NIL	25	20	20	2	1	2	3	2	30*	1
1 000 – 4 000 ha	2	2	NIL	40	40	20	2	1	4	4	2	50*	3
4 000 – 10 000 ha	4	NIL	4	100	100	40	2	1	4	7	5	100*	6*

FINES TO BE IMPOSED ON MEMBERS (AND NON-MEMBER LANDOWNERS), FOR NON-COMPLIANCE WITH THESE RULES ANDS REGULATIONS AND THE NATIONAL VELDFIRE ACT, 1998 (OR AS AMENDED)

Fines pertain to non-compliance in respect of any prescribed burning (Tracer lines, fire breaks, grass management burn, conservation burns, refuse pit and or vegetation stack burn, forestry slash burns, sawmill waste burning, during the prohibition period, as decided by the Executive Committee, and communicated to members and landowners via the local media, prior to the annual fire season and during the period 1 May – 31 October annually (or any amended dates as determined by the LRFPA).

The issuing of a fine by the LRFPA, to a member and or landowner, does not exonerate a member and or landowners from any further consequences which the member and or landowner may be deemed legally liable for.

Fine – R5000-00 (five thousand rand)

1. Any member and or landowner lighting a prescribed fire and or a fire in the open air when a warning has been issued by the South African Weather Service in terms of the National Veldfire Act, 1998
2. No option of a written warning being given by the Lions River FPA

Fine – R2500-00 (two thousand five hundred rand) for each property included under a member and or non-member, and where such an infringement occurred;

1. Should any member (and or non-member) fail to prepare fire breaks in accordance with the National Veldfire Act, 1998 and any amendments thereto;
2. Should any member (and or non-member) undertake a prescribed burn when the LRFPA has objected to such burn (i.e. a permit was not obtained from the LRFPA and or its appointed agent to undertake any prescribed / required burning), within the LRFPA prohibition period or any other period stipulated and communicated by the LRFPA;
3. Should any member (and or non-member) not have reasonable firefighting equipment and or reasonably trained firefighting personnel to attend to and suppress a fire on their property, in terms of the Act and guidelines provided by the LRFPA;
4. It is noted that a discretionary final warning may be provided by the Lions River FPA in terms of point 1 to 3 above, and any similar transgression post a written final warning will result in an automatic fine.

Fine R1000-00 (one thousand hundred rand)

1. Should any member (and or non-member) not obtain the required permit to undertake a prescribed burn during the LRFPA prohibition period and or any other period communicated by the LRFPA;
2. Should any member (and or non-member) fail to prepare all required fire breaks per the National Veldfire Act, 1998 (i.e. only partially completed boundary firebreaks, and or fire breaks are not fully surrounding the property and or along a public road which may bisect a property)
3. It is noted that a discretionary final warning may be provided by the Lions River FPA in terms of point 1 to 2 above, and any similar transgression post a written final warning will result in an automatic fine.

Fines invoice and payment

1. All fines will be invoiced by the LRFPA and sent to the member (and or non-member) within 7 days of a fire break inspection and or in respect of any infringement with the Act and or Rules and Regulations of the LRFPA.
2. Any member (and or non-member) who receives an infringement notice and or fine invoice from the LRFPA, will have has 14 days from date thereof, to make arrangements to meet with LRFPA Executive Committee or its representatives thereof to plead their case. The decision of the LRFPA Executive Committee and or its representatives will be final.
3. All fines will be payable by members (and or non-members), within 30-days of invoice. Non-payment of fines can result in legal processes being instituted in terms of the offence committed.
4. Any member and or non-member with an unpaid fine will be reported to the South African Police Service and or State Prosecutor.

LIMITATION OF LIABILITY

1. Neither the LRFPA nor any other staff related thereto is liable for any damage or loss caused by—
 - a. the purported exercise of any power or performance of any duty; or
 - b. the failure to exercise any power or perform any duty,
2. In terms of these Rules and Regulations (to be read in conjunction with duties and responsibilities as contained in the Act), unless the LRFPA or related person responsible did so—
 - a. in bad faith, if it relates to a power or duty in terms of Chapter 3 of the Act; or
 - b. negligently or in bad faith, (as an FPA or as an appointed agent), in any other part of the Act.

Terminology

1. **Bakkie Sakkie (Mobile Firefighting unit)** - A water tank containing 250 - 700 litres which can be loaded and secured onto a trailer and / or light commercial vehicle. The unit will have a water pump driven by an engine with self-filling [suction] capability, an impeller or piston type pump, a hose reel with a minimum length of 30 m of hose, with a nozzle.
2. **Rake Hoe** - Hoe manufactured of steel 27 cm wide x 23 cm high. The tool must be attached to a wooden or steel handle of approximately 2 m.
3. **Fire beaters** - Constructed of conveyor belt 400 mm wide x 400 mm long and 7-12 mm thick.
4. **Knapsack Pump** - A plastic container carried on a fire fighter's back, which holds approximately 15 – 20 litres of water. The water is delivered through a double action hand operated pump.
5. **Drip torch fire lighter** - A cylindrical steel or aluminium container with a 5-litre capacity. The burning fluid is delivered through a pipe onto a wick.
6. **Communications** - Each member is encouraged to link up to the LRFPA Radio Network in order to have mobile communication with the ops room. In the event of no radio, each member must have a cell phone available for firefighting operations. The cell phone will enable the member to communicate directly with the

ops room – bearing in mind that this is a single user communication instrument and contact cannot be made at all times. Based on the radio network, members will communications between the various fire fighting vehicles and ground teams. These radios are coordinated with LRFPA and Tetra Mobile Communications with common frequencies.

7. **Basic fire fighter clothing** – One- or two-piece 100% cotton overall, ankle length leather boots, leather gloves, woollen socks (no polyester fabrics to be worn)
8. **Initial attack fire fighter clothing** - 100 % cotton overall / A cotton T-shirt to act as a second layer / Ankle length leather boots / Leather gloves / fire helmet (forestry only) with a heat shield visor and a fire-retardant balaclava & goggles. Please note overalls with a high synthetic content are not recommended as these will melt in the event of close contact with a fire and /or from radiant heat from the fire and could result in serious injuries to the fire fighter. Plastic / Canvas & rubber boots are not recommended as these will melt when in close contact with fire for prolonged periods or may allow embers to enter the boot causing injury.

These amended rules and regulations are hereby approved by Annual General Meeting and Executive Committee on this 22nd day of May 2024

Fire Protection Association

Fire Protection Association



DEPARTMENT: WATER AFFAIRS AND FORESTRY

This is to certify that the

Lions River FPA

has been registered by the Minister of Water Affairs and Forestry in terms of section 4(2) of the National Veld and Forest Fire Act, No 101 of 1998

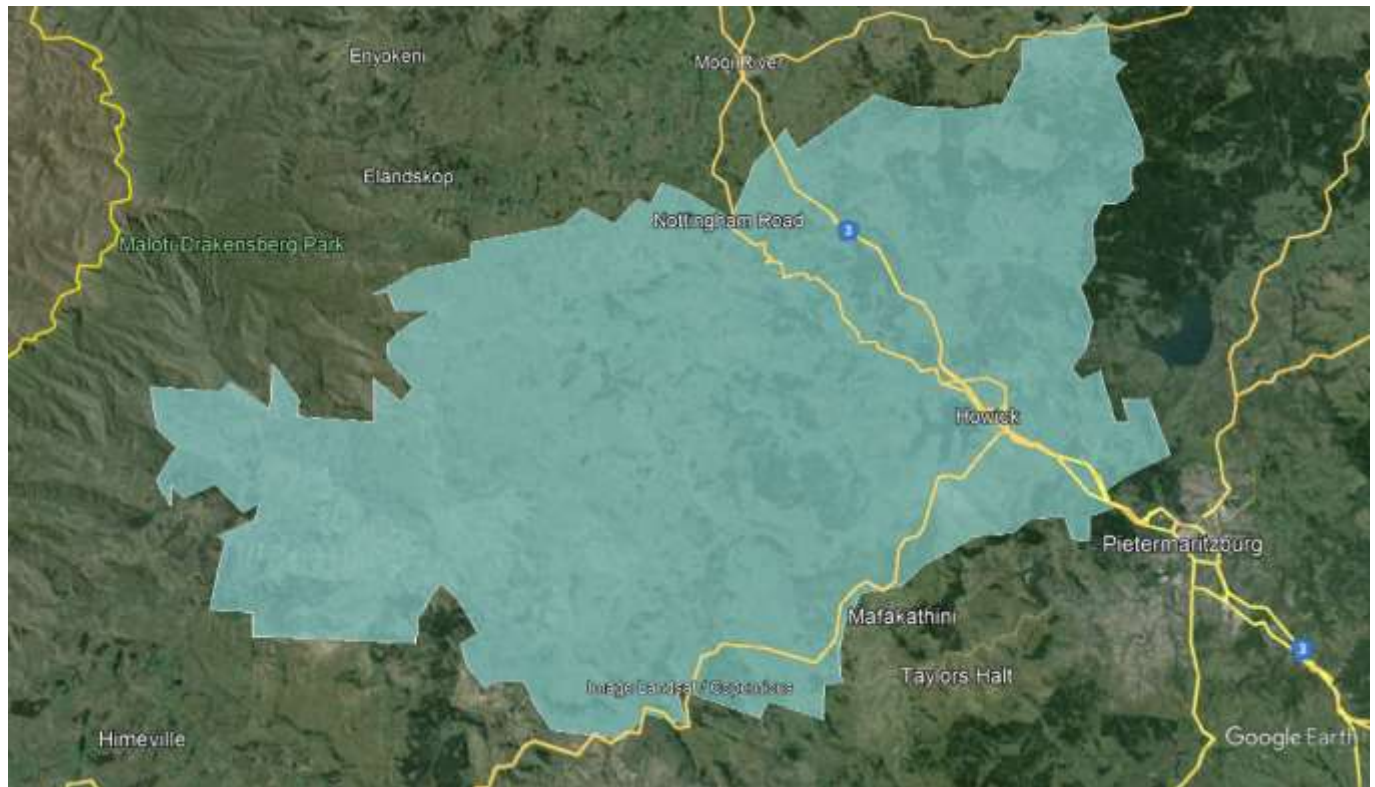
Signed  Minister

Date 

Registration Number **838/01**



LIONS RIVER FIRE PROTECTION ASSOCIATION AREA



Lions River FPA – Membership Fee Structure (as of 22 May 2024) – amended and approved by the Executive Committee annually.

LRFPA ANNUAL MEMBERSHIP FEE						
	2022/23	2023/24	Increment - 2023/24	2024/25	Increment - 2024/25	CPI = 5.4%
< 750Ha	R 1 150.00	R 1 195.00	3.9%	R1 240.00	3.8%	
> 750Ha - per Hectare	R 1.56	R 1.62	3.8%	R1.68	3.7%	
Forestry - per Hectare	R 1.60	R 1.62	1%	R1.68	3.7%	
State / Government - per Hectare	R 1.83	R 1.90	3.8%	R1.98	4.2%	

Ends.