

Request for Assistance from the Platorand Area Fire Protection Association Working on Fire Hand Crew ("the Crew"), which is split into two teams called "Sticks" as defined in paragraph 10 of Annexure A hereto.

I, the undersigned, (full name) \_\_\_\_\_

confirm that I am the Responsible Person in respect of:

(property name) \_\_\_\_\_

Owned by Pafpa member :

(landowner's name) \_\_\_\_\_

(The User in terms of Annexure A hereto)

Cell Number: (Compulsory) \_\_\_\_\_

Email address for invoicing: (Compulsory) \_\_\_\_\_

request allocation of (tick as applicable)

one Stick \_\_\_\_\_

two Sticks \_\_\_\_\_

of the Crew for a total of \_\_\_\_\_ days, subject to the terms of conditions contained in Annexure A hereto. My preferred days for allocation are:

\_\_\_\_\_  
\_\_\_\_\_

subject to availability and in consultation with the FPA manager.

I certify that I am entitled to bind the User by my signature hereto and confirm that the conditions in Annexure A hereto form an integral part of this contract.

Signed \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

## Annexure A

### to the Request for Assistance from the Platorand Area Fire Protection Association Working on Fire Hand Crew (“the Crew” or “the Team” or “Teams”)

Terms and Conditions under which the Crew is made available to paid up Pafpa members in terms of a Request for Assistance. Members so requesting assistance are hereinafter referred to as “Users”.

1. The Crew is available only to paid up members of Pafpa.
2. The responsible person for the land on which the Crew is to be deployed must sign the Request for Assistance contract form.
3. Allocation of the Crew is entirely at the discretion of the Pafpa Manager, made in good faith and in consultation with the member’s ward representative, based on, amongst others, the following considerations with respect to the applicant:
  - 3.1. Prompt payment of membership fees;
  - 3.2. Compliance with FPA rules and cooperation with other landowners;
  - 3.3. Attendance at FPA meetings and involvement in its affairs;
  - 3.4. History of assisting neighbours and others in event of runaways.
4. Users indemnify and hold Pafpa and its agents harmless against all claims, demands, fines, penalties, actions, proceedings, judgments, damages, losses, costs, expenses, or other liabilities arising, whether negligently or otherwise, from the non-observance or non-compliance by Pafpa of its duties and obligations under the agreement.
5. Users must comply with all Pafpa rules and regulations as well as the provisions of the Veld and Forest Fire Act. Burning during Pafpa prohibitions must be in terms of a valid burning permit.
6. After June the WoF Handcrew will not burn firebreaks where tracer lines have only been prepared using a brushcutter.
7. Users shall comply with all decisions and directions issued by the Pafpa manager and the Crew leaders.
8. There must be a responsible person present on the land with the Crew at all times.
9. Adequate water and burning fluid to be made available by Users undertaking burning.
10. The Handcrew consists of basic fire-fighters and crew leaders and is divided into two Teams (called “sticks”). Circumstances, such as illness or absenteeism may result in a full stick consisting of as few as 8 members, at the discretion of the Pafpa manager. During the fire prohibition period from 1 May to 31 October inclusive, Users will be allocated only one or two full sticks, and the management charges laid down in paragraph 13 below shall apply. During the fire season a stick may not be split up when it is deployed.
11. Unless the WoF Fire Truck is available users must arrange their own transport for the Crew from their base to the place of work and back. Crew leaders are not permitted to allow Crew members to be transported unless they have confirmed that the transport meets the following requirements:
  - 11.1. The driver must be licensed for the specific vehicle, and present his or her current, valid licence.
  - 11.2. The vehicle must be roadworthy and comply with the Road Traffic Ordinances and, if it is a pickup (“bakkie”), it must have railings (“beestralies”) or a canopy.
  - 11.3. Personnel and equipment must be transported separately: in separate vehicles, or on separate trips or with equipment separately in a trailer.
  - 11.4. The licence disc on the vehicle must be current.
12. If the WoF Fire Truck is available, current rates for use thereof should be obtained from the Dullstroom Fire Base at 013 254 0314.

13. During fire prohibition periods, when only full sticks are allocated, the basic charge is R1 100 per day for one stick or R2 200 per day for two sticks as defined in paragraph 10 above. NOTE THAT THESE ARE FIXED MANAGEMENT CHARGES, AND ARE NOT BASED ON THE NUMBER OF MEMBERS AVAILABLE FOR DEPLOYMENT IN A FULL STICK AS DEFINED IN PARAGRAPH 10 ABOVE.
14. A normal day is defined as being eight hours from 09h30 to 17h30, but these hours may be amended by the manager, and the Crew requires two breaks of 30 minutes during the day. Users will be charged a minimum of a day for Teams allocated to them, subject to the following:
  - 14.1. If use of the sticks allocated is prevented because of unsafe conditions related to a high FDI at 10h00 or 14h00, respectively, AND NO BURNING , OR LESS THAN 30 MINUTES BURNING HAS TAKEN PLACE during that half-day, the User will not be charged for that half-day. If more than 30 minutes of burning has taken place, the Crew should be retained for the balance of the half-day to monitor for reignition and the half-day will be charged for.
  - 14.2. Teams are to be returned to their base by 17h30, or other time stipulated by the manager, for checking in of equipment by Crew leaders. A grace period of 30 minutes is granted, but checking in ANY LATER than this will result in the User being responsible for the payment of rations for the entire Team at a cost of R100.00 for each member of the team.
  - 14.3. In the event of an emergency arising on a PAFPA member's land or that threatens such person's land and such person (the "Caller") calls upon the FPA manager for a Team to be allocated for fire suppression the following shall apply:
    - 14.3.1. In the case of fire suppression the WoF team must consist of at least 16 people;
    - 14.3.2. Irrespective of the period for which such allocation is granted , a minimum charge shall be levied to the Caller as set out in the sub paragraphs below and all other conditions stated herein shall apply to such Caller, who becomes a User;
      - 14.3.2.1. The minimum charge shall be R1 500.00 per shift or part thereof for fire suppression, no matter how many members of the team are allocated to the User;
      - 14.3.2.2. All transport, consumables, communication costs and other variable charges are for the account of the Caller/User requesting assistance. Payment for rations as set out in paragraph 14.2. shall apply.
    - 14.3.3. if the Team is pulled away by the FPA manager from a User on whose land it had been deployed for burning of firebreaks, to deal with circumstances such as those in 14.3. above, such User shall be required to pay for only full half-days' work the Team has completed for such User.
  - 14.4. If any other considerations result in the FPA manager pulling a Team or Teams from a User's land, the provisions of 14.3.2 above shall apply *mutatis mutandis*.
15. The FPA manager shall, in good faith, invoice Users in terms of the above and transmit such invoices to the email address the User provides in the Request for Assistance. The User shall, notwithstanding clause 16 below, within 14 days, pay the amount invoiced.
16. In event the User disputes the amount charged, such User, having paid the amount invoiced, shall raise the matter with the FPA manager within 14 days of the issue of the invoice and the FPA manger shall, within a further 10 days, issue a decision thereon to the User. In the event the User contests the decision of the FPA manager regarding the amount charged, the User shall have the right to present an argument in this regard to the next meeting of the Executive Committee of PAFPA. Any decision at such meeting shall be final and binding on the FPA manager and the User.
17. The terms and conditions stated herein are subject to change without notice.