



## PLANTATION PROPOSAL

1. Name of person or entity requiring insurance:

Name of authorised signatory and proof of authorisation to be attached to proposal.

2. Postal Address:

Telephone:  Fax:

Email:  Cell:

3. (i) Name of Farm:

(ii) Title deed description of Farm:

(iii) Magisterial District:

4. Are you a Member of a Fire Protection Association? Yes:  No:

If yes, please state name and address:

5. (i) Are you a Member of the relevant Aerial Bombing Association? Yes:  No:

(ii) Please provide Aerial Bombing Association membership No.:

6. Size of largest block of timber undivided by firebreaks:

7. Total area under trees on farm:

8. Names of immediate neighbours:

9. (i) Is there a firetower or watch point on your farm or neighbouring properties? Yes:  No:

(ii) What percentage of your farm is visible from the tower/point?  %

(iii) For which period of the year is the tower/point manned? Full details are required of the relevant period/s:

(iv) What form of communication is there between yourself and the tower/point?

10. (i) Are you resident on your farm? Yes:  No:

(ii) If no, where are you resident?

11. If not resident, give particulars of daily supervision:

12. Number of employees resident on farm:

13. If resident, are employees housed adjoining or within plantations? Yes:  No:

14. Are areas around employee housing provided with firebreaks to meet the requirements of the warranties?

15. (i) Are there any hazardous areas and/or hazards on your farm? Please list the nature of such hazardous areas and/or hazards and advise where they are situated on your farm in the blank space provided. (Examples of hazards or hazardous areas are manufacturing/industrial sites, power lines, railways, vleis, schools, shops, clinics, etc. Please note this is not an exhaustive list.)

(ii) What have you done to manage these hazards/hazardous areas?

16. (i) Have **YOU** had any fires other than prescribed burning during the past 10 years? Yes:  No:

If yes, please give details including when, where and the areas which were burnt, and any other material details:

(ii) Have there been any fires other than prescribed burning on the **PROPERTY** to be insured during the past 10 years? Yes:  No:

If yes, please give details including when, where and the areas which were burnt, and any other material details: (If necessary, give particulars on a separate sheet and attach hereto)

17. Do you burn grasslands (block burning) during the Fire Danger Period? Yes:  No:

18. Has DAFF requested the removal of any illegal timber plantings? Yes:  No:

If yes, please provide details:

19. Have your plantations to be insured, been previously insured? Yes:  No:

20. If yes, when and with whom?

21. Has any Company or underwriter declined your insurance, refused to renew or imposed special terms in respect of the insurance of the proposed plantation in whole or in part? Yes:  No:

22. Is additional cover required for:

a) Harvesting costs: Yes:  No:  If yes, please indicate amount required: R

b) Clearing costs: Yes:  No:  If yes, please indicate amount required: R

23. Do you wish to elect a Deferred Risk Premium/Voluntary Excess? Yes:  No:

If yes, please indicate amount: R

24. Do you require cover on a First Loss basis? Yes:  No:

If yes, please indicate percentage required:  %

25. Please detail hereunder the firefighting equipment which is kept on the farm on which the plantations are growing:

Bakkie sakkies/Tankers/Tenders	Capacity	Make of H.P. Pumps

26. No. of radios – mobile/portable/base:

No. of syringes/knapsacks:

What sources of permanent water are available on your farm from dams, streams, reservoirs, etc.?

27. Name and address of your nearest sawmill or other user of commercial timber:

## **(J) Compulsory and obligatory fire prevention and plantation management warranties**

It is compulsory and obligatory for the Member and its employees to adhere to all the warranties and requirements set out under this sub-paragraph. Any failure to do so to all the warranties and requirements will be regarded as a breach of the warranty.

The Member must take all reasonable steps to maintain and keep clear in accordance with sound forestry practice all firebreaks on the land controlled by him on which any timber, whether indemnified hereunder or not, is growing and shall, in particular, observe the following warranties:

### **(i) Supervision**

The area of timber disclosed in the Schedule shall at all times be under the direct supervision of the Member or his Manager or other responsible person in his employ appointed by him.

### **(ii) Maximum area**

The maximum area of land under timber undivided by firebreaks shall not exceed 40 (FORTY) hectares.

### **(iii) (a) External firebreaks**

All indemnified plantations are, subject to the special proviso's stated hereunder, to have external firebreaks around their immediate perimeter which shall be at least 9 (NINE) metres wide, which shall be kept free of any combustible material during the Fire Danger Period in any year.

### **(b) Boundary firebreaks**

The Member is required to provide and maintain a reasonable firebreak of at least 9 (NINE) metres wide on each boundary that abuts the property of a Third Party. The boundary is reflected in the property description and diagram as contained in the Member's deed of transfer wherein the property is described, alternatively, as described in the deed of transfer of the person who owns the property, where such property is leased. Alternatively, such firebreaks are to be made as close to such boundary as reasonably practical, where it is not possible to make such firebreaks on the boundary as aforesaid. All such firebreaks are to be made and completed by the commencement of the Fire Danger Period (or by such later date as may be permitted by the Co-operative in writing). The Member shall ensure that such firebreaks are maintained so that they are kept free of combustible material during the entire Fire Danger Period in any one year.

### **(iv) Mixed farming**

(a) Where an indemnified plantation adjoins an area controlled by the Member of mixed farming or a non-indemnified plantation, an internal firebreak of at least 3 (THREE) metres wide shall be maintained between such areas, provided the external firebreak of at least 9 (NINE) metres wide shall be maintained around the whole immediate external perimeter of all aforesaid areas.

(b) Notwithstanding sub clauses 7(U)(iii)(b) and 7(U)(iv) above, where a Member grows sugar cane along any part of the external boundary of the property (as defined in sub clause 7(U)(iii)(b)) a boundary firebreak of at least 5 (FIVE) metres shall be maintained along the immediate part of such boundary.

**Note:** the term "mixed farming area" shall for the purpose of this clause relate to an area in which any other farming activity is engaged in, bordering on the indemnified plantation. Excluded from this definition of "mixed farming area" is naturally occurring veld or grassland.

### **(v) Manufacturing / Industrial**

Where an indemnified or non-indemnified plantation owned by the Member adjoins an area used for any purpose other than silviculture or agricultural purposes (for example manufacturing or industrial purposes) a firebreak of at least 30 (THIRTY) metres wide shall be maintained around the whole immediate external perimeter of such area.

### **(vi) Accommodation**

Where any property owned by the Member adjoins an area used for housing or accommodation the Member shall ensure that:

(a) a firebreak of at least 18 (EIGHTEEN) metres shall be maintained around the whole immediate perimeter of such housing area. At least 9 (NINE) metres of the aforementioned 18 (EIGHTEEN) metre firebreak shall be kept clear of all combustible material or vegetation of any kind during the Fire Danger Period in any year. The remaining 9 (NINE) metre width of the firebreak may have trees growing thereon but the floor of such area shall be swept clear during the aforementioned period of any combustible material, alternatively;

(b) a firebreak of at least 9 (NINE) metres shall be maintained around the whole immediate perimeter of such housing or accommodation area, provided that all land between or around the buildings or structures falling within such housing or accommodation area is kept clear of all combustible material during the Fire Danger Period in any year;

(c) should an external boundary of the property border on an area of a neighbouring property as defined in this sub-clause then, in such event, the Member shall ensure compliance with this sub-clause in respect of that part of the property which adjoins such area.

### **(vii) Depot**

Where the Member has a depot on any land controlled by him, on which there stands timber indemnified in terms of this Certificate, a firebreak of at least 3 (THREE) metres shall be maintained around the whole immediate perimeter of such area.

### **(viii) Internal firebreaks**

Internal firebreaks required in terms of these warranties shall be at least 3 (THREE) metres wide and shall be kept clear of any combustible material during the dry season.

### **(ix) Restriction of burning period**

Neither the Member nor its employees in the course of their employment (save in respect of malicious burning) shall light, use or maintain a fire in the open air or burn firebreaks, grasslands, crops or waste of any kind during the Fire Danger Period unless permitted by the Co-operative in writing, or in any case, during any other period falling outside the above period gazetted in terms of the terms of the Forest Act No. 122 of 1984 (as amended), and/or the National Veld and Forest Fire Act No. 101 of 1998, or any succeeding Act, as well as all regulations or notices promulgated or published in terms of such legislation or any other legislation which has the effect of limiting or prohibiting burning of any kind on the Member's land.

The Member further undertakes to comply with the rules and regulations (in respect of the lighting, using or maintaining a fire in the open air) of any organisation or association whose function it is to control or restrict the burning of any kind within the area where the Member's land is located (whether the Member is a member of such organisation or not) and in particular shall comply with the Fire Protection Association Rules established for such area.

### **(x) General safety precautions**

Subject to the provisions of the preceding clause, the burning of firebreaks or the burning of any other material shall at all times only be carried out when it is safe to do so and the Member or his Manager or other responsible person in his employ is personally present and is equipped with adequate fire fighting equipment, but not less than two knapsacks or similar pumps with sufficient water available at the site of the burning.

### **(xi) Harvesting debris**

Should normal timber harvesting practice require that a firebreak has temporary harvesting debris on it, cover will be maintained provided suitable fire fighting equipment is readily available on site and the Member or some responsible person acting on his behalf complies at all times with the provision of these warranties.

### **(xii) Proof of claim**

The Member, in the event of a fire giving rise to a claim in terms of this Certificate, shall produce such proof as the Co-operative may reasonably require as to the condition and value of the affected timber at the time of loss.

### **(xiii) Adequate fire fighting equipment**

The Member shall, having regard to the extent of his plantations, ensure that sufficient fire fighting equipment will be available on the Member's property on which the indemnified plantations are situated and such equipment will be efficiently maintained and used in accordance with sound forestry practice for the prevention and control of fire.

### **(xiv) Overhead power lines**

The Member shall not plant or allow any trees to grow under any overhead power line. All trees in the proximity of an overhead power line shall be kept limited in height, such height being restricted to such trees horizontal distance from the nearest conductor or power line, alternatively, such trees shall be maintained in a manner that prevents any interference from occurring with the conductor or power lines in the event of the tree falling or being cut down. The Member shall further not stack or load timber under or within a distance of 5 (FIVE) metres, measured either side, of any overhead power line.

Should the Member having contractually agreed with a Third Party, for example Eskom, that the maintenance of such area in the vicinity of powerlines is to be such parties responsibility and should such Third Party fail to comply with such contractual obligations, the Member shall advise the Co-operative in writing, in accordance with clause 15, of such failure by no later than 15 July in any year.

This warranty is subject to the proviso that the Co-operative shall only be entitled to rely on the failure of the Member to have complied with this warranty, and thereby avoid liability in terms of this Certificate, if the loss or damage suffered was in some manner casually connected with the Member's failure to have complied therewith.

### **(xv) Special proviso's (If stated as being applicable in the Schedule)**

#### **Special proviso 1:**

Notwithstanding the provisions of sub-clause 7(U)(iii) requiring that an external firebreak of at least 9 (NINE) metres be maintained around the immediate perimeter of all the Member's plantations, the Member may, if indicated by means of reference to this specific proviso in the Schedule, be exempt from this specific warranty requirement and shall in such event be entitled to conduct strip-burning of a minimum break of 9 (NINE) metres around the immediate perimeter of all insured plantations, or as close thereto as this practise will allow.

#### **Special proviso 2:**

Notwithstanding the provisions of sub-clause 7(U)(iii)(a&b) and 7(U)(viii) relating to the maintaining of firebreaks, the Member may, if indicated by means of reference to this specific proviso in the Schedule, be exempt from such specific warranty requirements and shall in such event be entitled to maintain grass breaks in respect of all break requirements as set out in sub-clause 7(U)(iii)(a&b) and 7(U)(viii)

## **(K) Ownership and salvaging of marketable timber**

The Member shall upon the happening of an insured peril remain the owner of the damaged timber and shall be responsible for conducting the salvage operation thereof in an expedient manner and in accordance with generally accepted forestry practice. In conducting such salvage operation the Member will have due regard to the provisions of sub-clause 7(C) and shall make every reasonable endeavour to mitigate the loss suffered.

The Member shall prior to commencing with any salvage operation provide the Co-operative with a written salvage quotation. The salvage operation may only be proceeded with once the Co-operative has approved, in writing, the said salvage quotation. In the event of the Co-operative not accepting the salvage quotation obtained by the Member, it shall at its discretion obtain another salvage quotation which shall be utilised for the purposes of calculating the Member's net loss.

Notwithstanding the foregoing the Co-operative shall, at its discretion and without accepting any responsibility to in fact do so, have the right to take over the right, title and interest in and to any damaged timber that was indemnified in terms of this Certificate. In the event of the Co-operative exercising such right the Member hereby consents to such transfer and the Co-operative undertakes, in accordance with accepted forestry practice, to conduct the salvage operation and to thereafter account to the Member for any amounts received from the salvage operation, net of the costs thereof. In such event the Member shall at all times make every endeavour to minimise the loss and shall do all things reasonably necessary to assist in the salvage of damaged timber.

## **(L) Sugar cane burning exemption**

Notwithstanding the contents of clause 7(U)(ix) above, should the Member have indemnified his sugar cane plantation with Safire Crop Protection Agricultural Primary Co-operative Limited/ Safire Crop (Co-op.) Ltd, then in respect of such sugar cane the Member shall be entitled to engage in the controlled burning thereof during the Fire Danger Period for the purpose of harvesting, subject to the following conditions:

- (i) a supervisor, with reasonable expertise, must be present at all times during the controlled burn;
- (ii) there must be at least 1 (ONE) water cart present at the location of the controlled burn;
- (iii) there must be a minimum of 5 (FIVE) trained labourers in attendance at all times during the controlled burn;
- (iv) the controlled burn shall only be carried out at the specified times as permitted by the relevant Local Authority of the South African Cane Growers Association (or any other authorised body appointed by such Association) or by the Department of Environmental Affairs (or its successor). The Member shall also at all times comply in all respects with the terms of the Forest Act No. 122 of 1984 (as amended), and/or the National Veld and Forest Fire Act No. 101 of 1998, or any succeeding Act, as well as all regulations or notices promulgated or published in terms of such legislation which has the effect of limiting or prohibiting burning of any kind on the Member's land. The Member further undertakes to comply with rules and regulations (in respect of the lighting, using or maintaining a fire in the open air) of any organisation or association whose function it is to control or restrict the burning of

any kind within the area where the Member's land is located (whether the Member is a member of such organisation or not) and in particular shall comply with the Fire Protection Association Rules established for such area. In the event of there being a fire in the near vicinity of such burn within 2 (TWO) months of such burn, the onus is on the Member to prove that such fire was not as a result of such burn;

(v) controlled burning shall not be conducted at times when the predicted or prevailing weather conditions are adverse or dangerous when considered from a fire risk perspective.

**(M) Grassland Burning (Block Burning)**

Subject to the Member having disclosed in the Plantation Proposal Form his intention to conduct the burning of grasslands during the Fire Danger Period and notwithstanding the contents of clause 7(J)(ix) above, should the Member carry out controlled grassland burning, or as is more commonly known block burning, in terms of the Conservation of Agriculture Resources Act of 1983 (Act No. 43 of 1983) and in compliance with the National Veld and Forest Fire Act No. 101 of 1998, or any succeeding Act, even if such burning occurred during the Fire Danger Period such burning, if it does not result in loss of or damage to any timber indemnified in terms of this Certificate, shall be deemed not to be a breach of the warranty contained in Clause 7(J)(ix) above. If loss or damage does arise from having conducted such burn during the Fire Danger Period, the Member shall not be entitled to be indemnified in terms of the Certificate in respect of that loss. In the event of there being a fire in the near vicinity of such burn within 2 (TWO) months of such burn, the onus is on the Member to prove that such fire was not as a result of such burn.

**(N) Compulsory Membership of an Aerial Bombing Association**

(i) All Member's shall, unless exempted from the obligations imposed under this sub-clause in writing from the Co-operative, become Members of one of the following Aerial Fire Fighting Associations:

FFAA (Nelspruit)	Tel 013-741 7340
KZNFFA (Howick - Natal)	Tel 033-330 8421
FPA (Letaba)	Tel 015-309 9504
NINFFA (Vryheid)	Tel 034-982 1882
ZFPA (Kwambonambi)	Tel 035-580 4220
ZIFPA (Melmoth)	Tel 035-580 4220

(ii) The Member hereby irrevocably consents, for the duration of this contact, to his property being subject to aerial water bombing when it is reasonably necessary in the interest of controlling or extinguishing a fire, to do so. The determination of when such aerial bombing is necessary shall be within the absolute discretion of the Co-operative or the applicable Aerial Fire Fighting Association. The applicable Aerial Fire Fighting Association shall, in circumstances where it is reasonably practicable to do so, attempt to notify the Member prior to exercising the rights granted in terms of this sub-clause.

(iii) Subject to the cover held by the Member in terms of Clause 8(C) of this Certificate, the Member shall be responsible for the cost of the aerial bombing referred to in sub-clause 7(N)(ii).

28. Do you accept to adhere to the warranties set out above and the Terms, Conditions, Warranties, Exclusions and Exceptions contained in the Certificate (both Specific and General) in the event of insurance cover being granted to you or the entity you represent? Yes:  (NB: numbering as per Co-op Certificate wording)
29. You acknowledge that the Co-operative shall have the right to effect a risk assessment survey by an employee of the Co-operative or independant subcontractor who is neither the employee nor the agent of the Co-operative. You further acknowledge that the survey is affected for the purposes of assisting the Co-operative to acquire underwriting information to assess the risk and to assess the premium and that in any communications between the surveyor and you, such communications cannot bind the Co-operative, unless in writing and specifically agreed by the Co-operative.
30. You further acknowledge that no actions in respect of the survey can relieve you of the obligations that you have undertaken to adhere to in respect of the warranties as set out herein and the General and Specific Terms, Conditions and Warranties as set out in the Certificate of insurance in the event of you being granted cover in accordance with the relevant Certificate of insurance by the Co-operative.
31. You further acknowledge that all information that you give to the surveyor cannot be deemed to have been received by the Co-operative unless you furnished the Co-operative with such information in writing and further that the surveyor cannot bind the Co-operative in any way, unless the Co-operative agrees in writing to be so bound.
32. You further acknowledge that such surveyor has no authority to bind the Co-operative.
33. Please state your VAT registration number:

**DECLARATION**

I/We hereby warrant that all the information furnished to the Co-operative in this Plantation Proposal is true and correct and that all facts material to the assessment of the risk and the assessment of the premium have been disclosed to the Co-operative and that no misrepresentations have been made.

I/We hereby agree that this Proposal Form together with this Declaration and any Renewal Proposal Form and Declarations shall be the basis of the contract between me/us and the Co-operative, and agree that a Certificate may be issued to me/us subject to the aforementioned documents and subject to the Warranties accepted by me/us reflected herein and any Renewal Proposal Form and subject to the Terms, Conditions, Warranties, Exclusions and Exceptions as reflected in the Certificate (both Specific and General).

DATED AT  ON THIS  DAY OF  201

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

AS WITNESS:

1.

2.

SIGNATURE OF PROPOSER OR HIS/ITS AGENTS

**IMPORTANT**

Please note that the information supplied and warranties made in this proposal shall apply to and be used for the applicable Pool. In this regard Safire Crop Protection Agricultural Primary Co-operative Limited shall, in accordance with its criteria and at its sole discretion, allocate your proposal to the applicable Pool.