

REPUBLIC OF VANUATU

THE FORESTRY (ORDERS) (AMENDMENT)
ORDER NO. 29 OF 1989

To make certain amendments to the Forestry (Orders) Order No 10 of 1984 as amended.

IN EXERCISE of the powers contained in section 34 of the Forestry Act No 14 of 1982 as amended, I hereby make the following order:-

AMENDMENT

1. The Forestry (Orders) Order No 10 of 1984 as amended is further amended:-

(a) In Schedules 1 to 17, replace the title in the heading "Department of Agriculture and Forestry" with "Department of Forestry".

(b) In Schedule 3 Paragraph 9, delete "sawmill" and substitute "wood using plant".

(c) In Schedule 3 Paragraph 11, delete "sawing" and substitute "processing".

(d) In Schedule 4 Paragraph 3, delete "sawmill" and substitute "wood using plant".

(e) In Schedule 4 Paragraph 3, delete "sawn" and substitute "processed".

(f) In Schedule 4 Notes, add the following part after Paragraph 2. 3. "This licence is subject to the conditions specified in Forestry Order No 10 of 1984 as amended and conditions which may be imposed by the Director under Section 12 3b of the Forestry Act No 14 of 1982 as amended".

(g) In Schedule 5 Paragraph 1, delete "Director of Agriculture" and substitute "Minister of Agriculture, Forestry and Fisheries"

(h) In Schedule 5 Paragraph 2, sections b,c,d add after "Director", "of Forestry".

(i) In Schedule 11 Paragraph 1 and Schedule 12 final paragraph, after "Agriculture" delete "and Forestry" and substitute "Forestry and Fisheries".

(j) In Schedule 13 notes 2 and final line, delete "Director of Agriculture and Forestry" and substitute "Director of Forestry".

(k) In Schedule 17 end of Paragraph 1 delete "Director of Agriculture" and substitute "Minister of Agriculture, Forestry and Fisheries".

(l) By deleting the Second Schedule and substituting the following therefore:

SECOND SCHEDULE
REPUBLIC OF VANUATU
DEPARTMENT OF FORESTRY

Agreement Between
(A person who intends to apply for or extend a Timber Licence).

and
(The owners of the land on which utilization operations are to be carried out).

This Agreement is made the day of 19

between
.....(owners of the land).

and(Applicant).

1. The owners of the land agree to allow the applicant to cut trees of the following species.

.....
.....
.....
.....

which are above a circumference of metres when measured at 1.30m above the ground, on the land of the owner situated at on land title as described in the boundary description and map attached to the agreement commencing on the day of 19..... and finishing on the day of 19.....

2. The applicant agrees:-

a) To pay the owner of the land royalty at the following rates:

For speciesVT per m3.

For speciesVT per m3.

For speciesVT per m3.

For speciesVT per m3.

To be calculated on the sound roundwood volume under bark.

b) (i) To make payment of royalty at for every sound tree felled, on or before the last working day of the month following the month in which the tree was felled.

(ii) At the end of five years from the date of this agreement where the Agreement is still subsisting, the owner may by registered letter where possible serve notice on the applicant not less than three months before the end of the said five year period, of proposed new royalty rates. Upon receipt of this notice, the applicant shall within one month thereafter serve a counter notice on the owner indicating his acceptance or refusal of the new rates.

(iii) An agreement between the owner and the applicant, as to the new rates shall be in writing signed by both parties and attached to this document as part of it.

(iv) If such agreement has not been made within three months after a notice has been served on the applicant, the matter will be referred to the Director of Forestry as arbitrator whose decision will be binding on both parties.

c. To pay the owner of the land not less thanVT in each year of the agreement, or for the period of the agreement if less than a year, whether or not that amount of royalty is payable. This payment shall be made in advance, within 14 days of approval of this agreement. Subsequent payments shall be made on the anniversary of the approval of this agreement.

d. To cut only trees of the species shown in Paragraph 1.

e. To cut only trees above the circumference shown in Paragraph 1.

f. To fully utilize all timber cut (i) up to 50% log defect (ii) down to 2.4 metres in length and (iii) down to 40 centimetres centre diameter.

g. To cut not more thanm³ and not less than m³ of logs on the land of the owner in every 12 months of the licence, or for the period of the agreement if less than 12 months.

h. Not to cut any fruit or food trees and to seek the permission of the owner of the land in writing before cutting any of the following species.

.....
.....

i. To pay damages in the form of cash compensation or as otherwise may be agreed by both parties to the owner or occupier of the land, as the case may be, in the event of the following:

- i) Damage to existing roads;
- ii) Damage to fences (including wire, posts or gates)
- iii) Pasture space lost due to excessive logging debris;
- iv) Pollution or siltation to water for human or animal consumption;
- v) Damage to food trees or gardens planted by the owner or occupier of the land;

vi) Cost of labour and equipment employed to recover cattle escaped due to damage to fences or action of the logging company.

vii) Other damage to the property of the owner or occupier of the land through deliberate action or negligence.

j. To give the owner free access to felling register or other records of trees removed from the area of operations.

k. To apply sound logging practices to minimise environmental disturbance and minimise damage to the remaining timber stand.

3. a. The applicant agrees that the logs, and any timber cut from them, remain the property of the owner until royalty has been paid on said logs pursuant to paragraph 2(a) and (b).

b. The applicant further agrees that no money resulting from a letter of credit-in payment for said logs shall be used for any other purpose until all royalties have been paid to the owner, and by means of a copy of this document to so instruct his bank.

4. The applicant agrees to comply with the attached special conditions numbered

5. The owners of the land and the applicant agree that in the event of any dispute between them arising from this agreement the matter shall be referred to for arbitration.

6. The owners of the land and the applicant agree that the boundaries of the logging areas are to be marked conspicuously on the ground prior to the commencement of utilization operations. This marking shall be carried out by the owner/applicant.

7. If the applicant does not compensate the owner or occupier of the land for any damage caused by him to the property of the owner or occupier of the land for any damage caused by him to the property of the owner or occupier within 30 days of written notice to do so being delivered by the Department of Forestry, the amount agreed to or assessed by the arbitrator named in paragraph 3 may be deducted from the deposit or Banker's Guarantee and remitted to the owner or occupier as the case may be.

8. Notwithstanding paragraph 7, the owner of the land shall be entitled to claim against the applicant for damages caused by the said applicant.

9. The applicant shall ensure that persons employed or otherwise engaged by him to take timber for the purposes of this agreement do not contravene the conditions of this agreement.

Name of owner of Land

Signature Date

Name of Witness

Signature Date

.....
Director of Forestry

Date / /19.....

NOTES

1. One signed copy of this agreement is to be written in the Bislama language.
2. This agreement is to be completed in the presence of a Forest Officer.
3. Three copies of this agreement and locality map must be forwarded to the Director, Department of Forestry within 30 days of Signing.
4. This agreement shall have no effect until approved by the Director.
5. Upon approval the Director will return one copy to the applicant and one copy to the owner of the land.
6. Any errors or deletions are to be initialled by all parties, liquid paper or "white out" correction fluid is not to be used.

I(Forest Officer) certify that I have explained this agreement to all parties concerned and that in my opinion they fully understand the rights and obligations attached to signing this agreement.

Signature

Position

Date

Special conditions attached to Agreement made the

between(owners of
the land), and(applicant),

on land situated at

1. Falling of trees and log extraction shall not be carried out within...metres of any existing gardens, dwellings or water supplies or rivers.
2. Seed trees fruit trees, shade trees or other trees marked with paint are not to be felled.
3. Care shall be taken in falling and skidding logs to avoid damage to remaining trees.
4. Whitewood and Milktree logs shall be removed for processing as soon as practicable after felling.
5. The land owner reserves the right to stop operations in wet weather to minimise erosion damage to roads and tracks, subject to consultation with officers of the Department of Forestry.
6. Where sawmilling operations take place on the land sawdust and timber offcuts shall be separated and stacked neatly for later disposal.
7. Any litter such as old oil drums, scrap parts or tyres shall not be left on the area.
8. On the completion of operations log landings and sawmill sites shall be levelled to the satisfaction of the landowner.
9. A legume cover crop of shall be planted on log landings and sawmill sites to enrich and stabilize the soil.
10. The area shall be worked in sections as shown on the attached map. Logging of each section will be completed to the satisfaction of the landowner before falling starts on any unlogged section.
11. All weather roads, to be surfaced with coral, and logging tracks shall be located and constructed to specified standards as shown on the attached map.

12. The landowner reserves the right to require improvement or repair of roads to allow continued access when logging operations are completed.

13. Royalty payments shall be made into account No.....
of at
on or before the last day of the month following the month
in which trees were felled.

14. Logging operations are to commence
day/month/year

This contract shall be rendered void if operations do not
commence by this date.

Additional Conditions

Name of owner of Land

Signature Date

Name of Applicant

Signature Date

.....
Director of Forestry

Date / / 19.....

(m) By deleting the tenth schedule and substituting the
following therefore:

TENTH SCHEDULE
REPUBLIC OF VANUATU
DEPARTMENT OF FORESTRY
SAWMILLERS RETURN

RETURN of logs obtained and timber processed during the month
of _____ 19_____
at wood using plant situated at _____ owned by _____

(company)
of _____ and operated by _____

(island) (company)

CONTRACT NUMBER	AREA		Output Timber Produced
Input Logs Processed	TOTAL No. OF LOGS	m ³	m ³
SPECIES			
Black Bean			
Milktree			
Nakavika			
Nakatambol			
Nakoka			
Namalaus			
Bluewater			
Natapoa			
Tamanu			
Natora			
Stinkwood			
Whitewood			
White Cedar			
Kauri			
Yellowwood			
OTHERS			
TOTAL			

I certify that the particulars which have been entered in this form are true and correct.

Signature of owner or his representative: _____

Date: _____

Note: 1. Do not include timber obtained by resawing of flitches originally sawn elsewhere.

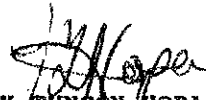
2. This form must be sent to the nearest Forest Officer within 14 days of the end of the month to which it relates.

3. To obtain the rebate on sawn timber mentioned in Order 11,2 please write the numbers of all logs sawn during the month on the back of this form.

COMMENCEMENT

2. This order shall come into force on the date of its publication in the Official Gazette.

Made at Port Vila this 12 day of July 1989.



JACK TUNGON HOPA
Minister of Agriculture,

Forestry and Fisheries