

THE OFFICIAL GAZETTE--22ND JANUARY, 1983
LEGAL SUPPLEMENT--B

GUYANA

No. 25 of 1982

REGULATIONS

Made Under

THE FORESTS ACT
(Cap. 67:01)

IN EXERCISE OF THE POWERS CONFERRED UPON ME BY SECTION 42 OF THE FORESTS ACT, I HEREBY MAKE THE FOLLOWING REGULATIONS:—

1. These Regulations, which amend the Forests Regulations*, Citation. may be cited as the Forests (Amendment) Regulations 1982.
2. The Principal Regulations are hereby amended as follows — Amendment of the Principal Regulations.
 - (a) by the substitution for the heading before regulation 3 of the following heading —

“PERMITS, LEASES AND TIMBER SALES AGREEMENT”;
 - (b) by the substitution for the word “lease” in regulations 4, 5, 11, 12, 13, and 15, wherever it occurs, of the words “lease or timber sales agreement”;
 - (c) by the insertion after regulation 7 of the following regulation as regulation 7A —

7A (1) A timber sales agreement granting exclusive rights for cutting and taking or obtaining forest produce over any area of state forest shall be in the Form set out in the Second Schedule ‘A’ or in such other form as the President may direct.

“Timber
Sales
Agree-
ments,
Second
Schedule
‘A’

*Cap. 67:01 Subsidiary Legislation.

(2) No rent shall be payable in respect of a timber sales agreement for the purpose of cutting and removing or obtaining forest produce over any area of state forest unless the President otherwise directs.

(3) The Commissioner may require any applicant for a timber sales agreement to enter into a bond with or without sureties in any sum not exceeding \$500 conditioned for the due fulfilment by the applicant of all the terms and conditions of the timber sales agreement and for the due payment of all fees and royalties.

(4) A timber sales agreement may provide for the payment by the grantee of the agreement of an annual sum as the minimum royalty. Such sum shall be fixed by the President having regard to the circumstances of each case including —

- (a) the area to which the agreement relates;
- (b) the quality of the timber in the area;
- (c) the accessibility of the timber; and
- (d) the capacity of any sawmill operated by the grantee of the agreement.

Any timber sales agreement for a term exceeding three years may provide for a periodic revision of the annual amount payable as minimum royalty in the event of any change in the market for forest produce.”;

(d) by the substitution —

- (i) in regulation 8 for the word “lessee”, wherever it occurs, of the words “lessee or grantee of a timber sales agreement”; and
- (ii) in regulation 8(3) for the words “in respect of which permission” of the words “in respect of which a timber sales agreement or permission”;

(e) by the insertion of regulation 27, after paragraph (8) thereof, of the following paragraphs as paragraphs (9) and (10) —

- “(9) Every person who operates a sawmill on a licence issued under these Regulations shall —
 - (a) keep at the premises of the sawmill a book wherein he shall enter a daily record of the volume (cubic feet hoppus) and species of each log sawn and the quantity of lumber

(feet, board measurement) of each species produced at the sawmill;

(b) submit personally or by post on or before the fifteenth day of each month to the officer in charge of the forest station closest to the sawmill a return in triplicate in the Form E in the Fifth Schedule in respect of the logs sawn and lumber produced at the sawmill in the preceding month.

(10) A book kept under paragraph (9) shall be open to inspection at all reasonable times during working hours to any forest officer or constable who may take possession of such book for the purpose of investigating any offence against these Regulations."

(f) by the insertion after regulation 38 of the following regulation as regulation 38A —

"Regulations 37 and 38 to apply to timber sales agreements

38A. The provisions of regulations 37 and 38 shall **mutatis mutandis** apply to a grantee of a timber sales agreement in the same way as they apply to a lessee";

(g) by the insertion immediately before the Third Schedule of the following Schedule as Second Schedule 'A' —

Regulation 7A

**SECOND SCHEDULE "A"
TIMBER SALES AGREEMENT
NO. TSA**

**GUYANA
COUNTY OF DEMERARA**

THIS AGREEMENT made the.....day of.....19.
between the.....
(hereinafter referred to as "the Grantor") of the first part and.....
.....of.....
.....
.....

(hereinafter called "the Grantee") of the second part WITNESS AS FOLLOWS:

- 1. The grantor grants to the grantee exclusive rights for a period of years from the date of this Agreement to occupy the area of State Forest falling within the following boundaries for the purpose of cutting and taking or obtaining forest produce:

.....

- 2. In the event of any doubt or disagreement arising as to the exact position of any of the above boundaries, the decision of the Commissioner shall be final.
- 3. This Agreement shall convey to the grantee the right to cut and remove forest produce from the above area on payment of the prescribed royalties and to do such things as can reasonably be regarded as necessary for this purpose but shall convey no other rights whatsoever.
- 4. The grantee shall pay annually to the grantor the sum of

.....(\$) by way of minimum royalty:

PROVIDED THAT no minimum royalty shall be payable in any year when the royalty **actually paid** on forest produce cut and removed by the grantee from the area exceeds the sum above:

PROVIDED FURTHER THAT the sum specified herein as minimum royalty shall be subject to periodic revision in the event of any change in the market for forest produce.

- 5. The grantee shall place and maintain at the corners of the area and in such other places as the Commissioner may direct a board on which shall be painted in plain legible letters and figures the name of the grantee and the number of this Agreement.
- 6. The grantee shall work the area to the satisfaction of the Commissioner in accordance with the terms of this Agreement.
- 7. The grantee shall keep complete records declaring all forest produce cut and removed by him. The grantee shall be responsible for ensuring that such records are accurate and that the full royalty is paid on all forest produce taken. Any omission in this respect, whether deliberate or arising through negligence, shall be deemed to be a breach of this Agreement.
- 8. Throughout the continuance of this Agreement the grantee shall, at all reasonable time, allow the grantor through its accredited servants or agents to monitor the progress of operations and inspect the forest production and forest utilisation records of the grantee.

9. The grantor hereby reserves to himself and to all persons acting with his permission and authority right of way and right of access to all parts of the said area including the right to transport any produce or material across the said area.
10. The grantor and persons acting on his behalf shall be entitled to make reasonable use on visits of inspection, of such transport facilities as the grantee maintains on the area. Wherever the grantor considers it necessary to have a resident Forest Officer the grantee shall, if requested by the Commissioner, construct and maintain at its own expenses permanent quarters for the accommodation and use of such Forest Officer in accordance with particulars supplied to the grantor.
11. The grantee if he shall desire to renew this Agreement for a further term, shall make application to the grantor not less than three calendar months before the end of the current term. If no such application is made or if the grantor shall refuse to grant any renewal, this Agreement shall expire on the agreed date, whereupon the grantor shall give notice to the grantee to remove within six month all buildings and erections, failing which all buildings and erections and all improvements on the area shall become the property of the State.
12. The grantee may cut and use within the area such timber as may be required for the construction of stelling, ramps, roads, bridges, buildings and tramways or for such other purposes as may be necessary for the operation of the grantee and shall not be liable for the payment of royalty thereon:

PROVIDED THAT, where the grantee uses for such purpose timber of the species specified for the purpose of this regulation he shall pay royalty on such timber.

For the purpose of this regulation the species of timber specified are Greenheart, Purpleheart, Brown and Yellow Silverballi, Wabaima, Bulletwood, Crabwood, Letterwood, Red Cedar, Dalli, Kabukalli and any other species as may be added from time to time.
13. The grantee shall not transfer, sublet, mortgage or otherwise dispose of any interest arising under this Agreement except in accordance with the Forest Regulations and any purported disposition made except in accordance with such Regulations shall be null and void.
14. The grantee shall inform the grantor in writing immediately upon engagement of the names of its agents and contractors who are, and the dates when they cease, to carry out its operations in the area.
15. This Agreement shall be subject to the provisions of the Forests Act, and any Regulations made thereunder, and to any terms and conditions contained in the Schedule annexed to this Agreement and to any other which may be subsequently added to which the parties set their signatures.
16. In the event of the grantee or assignee failing to observe the terms and conditions of this Agreement or of the Schedule to this Agreement or any

of the provisions of the Forest Act and Regulations for the time being in force, the grantor shall have the right either to fix in its discretion such

penalty not exceeding.....dollars

(\$) as the circumstances may in the grantor's opinion warrant and, in the event of the penalty not being paid within three months of demand, the unpaid amount of the penalty shall be deemed to be liquidated damages and a debt due to the State, or the grantor shall have the right to determine this Agreement and to enter upon the area and take possession of the same altogether with all buildings, roads and improvement on the area and all timber products remaining thereon.

17. Without prejudice to any other remedies that may be available to the parties, the grantor may terminate this Agreement on the occurrence of any of the following event — or
 - i) if the grantee goes into liquidation, whether voluntarily or compulsorily (otherwise than for the purpose of amalgamation or reconstruction) or compounds with its creditors or takes or suffers any civil action in consequence of a debt;
 - ii) if the grantee makes a written statement to the grantor in connection with this Agreement which it knows or ought to have known is false.
18. (1) The Commission may grant permission to the grantee to construct and use such road-ways, tramways, railways, timber and cart paths in any State Forest outside the limits of the area herein before described in Clause 1 of this Agreement, as may be necessary to facilitate the transportation of timber or other forest produce from such area.
- (2) The Commission may grant permission to the grantee to occupy at a convenient point along, at or near the end of any roadway, railway, tramway, timber or cart path, or at or near the entrance of any creek, any State Forest not exceeding ten acres in extent for the purposes of —
 - (a) depositing or storing timber or any other forest produce or any goods appertaining to or necessary for the operation of felling and extracting timber or any forest produce;
 - (b) erecting houses, garages, workshop and other buildings and installations necessary for the operation of felling and extracting timber or any forest produce;
 - (c) cultivating any portion of such land for the support of national agricultural objectives.
19. No tree shall be felled unless its girth measurement at a point 4 feet 3 inches (1.3 meters) from the ground, or in the case of a buttressed tree at a point immediately above the top of the buttress is not less than the measurement prescribed in the Third Schedule to the Forest Regulations; PROVIDED THAT the Commissioner, may where he is satisfied that under the system of working being practised in any area adequate provi-

sion is being made for the establishment of seedling growth exempt the grantee from the provisions of this clause or such conditions as he may think it fit.

20. (1) No bulletwood tree shall be felled without permission in writing of a Divisional Forest Officer first had and obtained;
- (2) No tree specified in paragraph 1 of the Third Schedule of the Forest Regulations shall be felled for making firewood or charcoal without the permission in writing of the grantor first had and obtained:

PROVIDED THAT where any such tree has been felled for its timber the branch wood and waste wood of such tree may be used as firewood or for making charcoal.

21. (1) No tree shall be felled at a height of more than 3 feet (0.9 meter) from the ground, or in the case of a buttressed tree at height of more than three inches (7.6c.m) above the top of the buttress except to avoid unmerchantable timber.
- (2) If the grantee or any of his servants, agents or workmen fells any tree in contravention of this clause the grantee shall be liable in addition to any other penalty prescribed, to pay royalty on any merchantable timber thereby wasted at double the prescribed rate.

22. The grantee shall not be liable for any delays in the performance of the obligations hereunder or for any temporary suspension of such obligations due to any cause beyond his control including acts of God, fire, acts of war, riot, civil commotion, strikes, bans or embargoes or other similar act which could not reasonably have been foreseen.

PROVIDED THAT the grantee shall give notice to the grantor within fourteen days of the occurrence of such an event.

23. Subject to the other relevant clauses of this Agreement it is hereby agreed that the grantee shall, for the duration of this Agreement and for any period thereafter mutually agreed, have security and tenure in respect of all buildings erected for the purpose of logging, sawmilling and any other purposes connected with this agreement.

24. **Variation of Agreement**

The parties to this Agreement may from time to time by Agreement in writing add to, substitute, cancel or vary all or any of the terms and conditions of this Agreement or of the Schedule to this Agreement for the purpose of more sufficiently or satisfactorily implementing or facilitating this Agreement.

IN WITNESS WHEREOF the parties have hereto set their hands in the presence of the subscribing witnesses.

WITNESSES :

- 1.
- 2.

.....
grantor

Dated the day of 19.....

WITNESSES :

- 1.
- 2.

.....
grantee

Dated the day of 19.....

SCHEDULE

A. System of Working

The grantee shall submit a Plan setting out its proposals in respect of the first three years of his operations in relation to —

- (a) road construction
- (b) annual volumes by species to be felled and extracted;
- (c) any other matter agreed to between the grantee and the grantor.

The proposals shall provide for the systematic exploitation of the forests area in contiguous blocks or otherwise where necessary, to be determined by the grantee in consultation with the grantor. The aforesaid Plan shall be binding on the grantor and the grantee in respect of all matters therein set out and the grantee shall not depart from such Plan without the prior written consent of the grantor:

PROVIDED THAT the grantor, having regard to sound business practices on written application by the grantee at any time, may waive, reduce or increase the annual approved forest produce volume laid down in this Plan or may grant the grantee an extension of time for the fulfilment of the aforesaid volume.

B. Demarcation of Boundaries

The grantee shall clear, open and maintain all boundaries of the area described in this Agreement to the satisfaction of the grantor at all times. In accordance with Clause 5 of this Agreement the grantee shall erect permanent weather and insect-proof notice boards at the points marked + on the accompanying map.

C. Access Routes

The grantee shall not block or otherwise interfere with the free passage or navigation of Creeks, Rivers or Roads used in connection with the working of the area described in Clause 1 of this Agreement. Where the grantee uses a Creek, River, or Road jointly with any other person or persons, the grantee agrees to accept the decision of the grantor as the proportion which each party shall be required to contribute towards the cost of clearing such waterways and the cost of constructing and/or maintaining such roads.

D. Reservation of Areas

The grantor shall have the right at any time to reserve for silvicultural, environmental or other purposes, any or such lands within the boundaries of the area described in Clause 1 of this Agreement as he considers to be more suited for purposes other than timber production. The grantor shall serve upon the grantee three months' notice in writing of his intention so to do, and may at his discretion reduce the amount of minimum royalty payable.

E. Inspection by Forest Staff

PROVIDED THAT he has been given notice in writing, the grantee shall be required to provide for inspecting Forest Staff the following —

- i) a temporary shelter;
- ii) transportation;
- iii) at least one guide to accompany the inspecting Forest Staff on their inspection of sawmilling and logging activities, boundaries or other places of interest in connection with the operations carried on by the grantee in the area described in Clause 1 of this Agreement.

F. Place of Measurement of Forest Produce

The place at which forest produce is to be measured shall be fixed by the grantor from time to time after consultation with the grantee. No forest produce shall be removed from the place of measurement, utilised, disposed of or converted until it has been measured and marked in a manner directed by the grantor.

G. Environment Protection

The grantee shall undertake to exercise all reasonable care in the felling, extraction, conversion and any other activities, to prevent the degradation

of the environment through fires, excessive felling damage, soil erosion or stream pollution. In the event of such occurrences taking place as a result of the grantee's operations, the grantee further undertakes to control or check and remedy the said occurrences as is practicable.

H. Protection of Services for Grantee's Employees

The grantee shall at all times provide for his employees safe drinking water and sanitary, educational, medical, housing and recreational facilities as may from time to time be agreed upon by the grantor and the grantee.

WITNESSES :

1.

2.

.....
grantor

Dated the day of 19.....

WITNESSES :

1.

2.

.....
grantee

Dated the day of 19.....

(h) by the substitution for the words "Woodcutting Lease" in Form A of the Fourth Schedule of the words "Woodcutting Lease/Timber Sales Agreement";

(i) by the insertion of the Fifth Schedule after Form D thereof of the following form as form E —

"Form E

THE FORESTS ACT
(Chapter 67:01)

RETURN OF LOGS SAWN AND LUMBER PRODUCED

Sawmill Return for the Month of 19.....

To be delivered in triplicate to the,
before the 15th day of the succeeding month.

Name of *sawmill/*firm/*owners:

Location of sawmill:

Business address of *sawmill/*firm/*owner:

Addition to/reduction of sawmilling equipment during month:

Sawmilling capacity per eight (8) hour shift: ft. bm.

Anticipated production for the month: ft. bm.

Total production for the month (give details in space provided): ft. bm.

Reasons for *shortfall *excess:

Average number of persons employed during the month:

Number of days worked during the month:

Details of Production

Number of Logs	Species	Input	Output
		Volume cu. ft.	Quantity ft. bm.
Total			

I hereby certify that the information given in this return and in any documents attached is true, correct, and complete in every respect and fully discloses my production for the month stated above.

Signature of owner/other representative

Date: Specific Post :

*Delete where not applicable:

(It is an offence to submit a false sawmill return)

COMMENTS OF FOREST OFFICER :

Signature

Date” and

(j) by the substitution for the words “lease of” in the Ninth Schedule of the words “lease or timber sales agreement”.

Made this 31st day of December, 1982.

Hamilton Green,
Vice President, Agriculture.