

STANDARD CONDITIONS

1. This license is issued in terms of sections 23 and 24 of the National Forest Act, Act 84 of 1998 under Special conditions as indicated herein and Annexure "..."
2. The rights granted in this license are confined to the plantation concerned and shall not be transferred, sublet or ceded without the prior written consent of KLF or its authorized representative.
3. This license does not grant any claim to the acquisition of the land. It conveys permission only for the rights granted in the license and all other rights are excluded.
4. The Licensee shall be liable for payment of compensation for any damage to forest produce or any other KLF property in the plantation which may be caused by fire or otherwise as a result of any act on its part or on the part of its employees or contractors or the employees of its contractors. The amount of such damage shall be mutually agreed upon between the Licensee and KLF and if no agreement is reached, the court shall decide. The Licensee shall pay KLF the amount agreed upon or rewarded by the court within 30 (thirty) days of the date of such agreement or award.
5. KLF will not be liable for any damages to the property of the license holder, his employees, or any other person caused by KLF 's agents, employees, vehicles or animals, irrespective of whether such damages are caused as a result of negligence or not
6. The Licensee indemnifies KLF against any claims and/or legal proceedings instituted by him or any third party which may arise from the rights described in this license and undertakes to compensate KLF for any costs, which may be incurred in opposing such claims and/or legal proceedings.
7. KLF has the right to cancel this license on 1 (one) month's written notice in the event of-
 - non-compliance with the conditions of this license, or
 - static, disturbance or interference caused by the licensee's equipment on the broadcasting services/system of any other organizations using the retransmitting stations on KLF'S plantation.
 - contravention of the provisions of the National Forest Act, 1998 and National Veld and Forest Fire Act, 1998; or
 - Forestry Stewardship Council certification of the KLF Plantation.
8. KLF shall have the right to –
 - at all reasonable time have access to the area/routes of the rights granted by this license, and
 - access all existing roads and roads constructed for the rights granted by this license, and
 - construct roads across the agreed route of the rights granted by this license.
9. KLF has the right to cancel this license on 3 (three) month's notice at his discretion, without incurring liability for any loss or damage, which the Licensee may claim to have sustained as a result of such cancellation. The rights granted by this license will

automatically lapse if the site/route is no longer used for the purpose for which this license was issued.

10. The Licensee, his employees and his contractors and their employees will be allowed to enter the plantation along KLF recognized routes for the purpose of constructing the works approved by this license: provided that, except in those cases where other arrangements had been made between KLF and the Licensee, everyone who wishes to enter the plantation in terms of this license shall be in possession of a valid license issued by KLF which will serve as a free entry permit. If and when the Licensee is not in possession of/ or cannot produce the license he shall not be allowed to enter the plantation.
11. The Licensee shall ensure that it maintains and repair the works approved by this license according to the required standard of care to prevent any damage to the property of KLF including the plantations.
12. The rights granted in this license shall not be exercised in such a way to infringe upon the rights which any other person, corporation body or the plantation may have to the use of the plantation roads.
13. Unless agreed to otherwise, the maintenance of plantation roads used by the beneficiary to exercise hi/her rights under this license, shall be KLF's responsibility, but KLF reserves the right to recover a portion of the maintenance cost from the beneficiary at any time. The amount of such contribution shall be specified by KLF.
14. Should the use by the Licensee of any road in the plantation increase the fire risk, along such roads, and thereby result in an increase in cost of fire protection measures the Licensee shall in addition to the license fee contribute an amount, agreed upon in writing by him with KLF, towards the defraying of the cost of such fire protection measures. The amount agreed upon shall be paid at the KLF office at the beginning of the year in respect of which it is claimed, in a lump sum.
15. KLF has the right to impose from time to time such restrictions, as it may consider necessary with regard to the carrying capacity, mechanical condition and type of vehicle, which may be used on the plantation roads in terms of this license.
16. All persons authorized by virtue of this license to use the plantation roads, or roads constructed by the Licensee –
 - 16.1 shall keep within the confines of the road and take all reasonable precautions against fires;
 - 16.2 use the roads at their own risk, KLF shall not be liable in any way and manner whatsoever for any damage incurred by the Licensee or any other party as a result of the use of any roads; and
 - 16.3 shall, when driving in the plantation areas, drive with headlights on and keep in the speed limit of 30 km/hour.
- 17 The Licensee shall carry out such instructions as KLF may issue in its absolute discretion for the safety of the plantation.

- 18 The Licensee shall obtain the written consent of KLF for the construction and use of any access roads required by him/her. Such consent shall be subject to such conditions as KLF may prescribe.
- 19 If in the opinion of KLF the exercising of the rights granted in this license results in excessive disfiguration of the environment, KLF has the right to demand immediate termination of the operation/s causing the disfiguration unless the Licensee takes effective steps to KLF's satisfaction to minimize the disfiguration or to make it less conspicuous.
- 20 The Licensee shall, to the satisfaction of KLF, take every necessary precaution to prevent the contamination of water supplies.
- 21 The Licensee shall maintain any works authorized by virtue of this license in such a manner as to eliminate the danger of soil erosion or the formation of drift sands on the plantation. If erosion should start or drift sands should form at any time as a result of the exercising of the rights granted in this license, the Licensee shall take prompt steps to repair the damage at his own cost and to the satisfaction of KLF, should the Licensee fail to do that, KLF shall be entitled to have the damage repaired and to recover the repair costs from the Licensee.
- 22 The Licensee shall not alter the route or the specifications of any works authorized by virtue of this license without the prior written approval of KLF.
- 23 The Licensee has no right to the trees on the site/route. No plants, trees, rocks or the like may be removed or disturbed.
- 24 If there is a fire on or in the vicinity of the site/route on or along which the Licensee exercises the rights granted under this license, KLF has the right to call on any person using the site/route at that time to assist in combating or extinguishing the fire.
- 25 Before or on the date on which this license lapses or is cancelled, the Licensee shall, to the satisfaction of KLF –
 - 25.1 remove from the plantation all its movable property and any structures and improvement erected by it; and
 - 25.2 leave the site in a reasonably clean an unencumbered condition.
- 26 If the Licensee fails to comply with the aforesaid stipulations KLF may, except in cases where it has reason to negotiate otherwise, -
 - 26.1 grant a period of grace; or
 - 26.2 appropriate all or any of the Licensee's assets on the plantation without compensating the Licensee, and
 - 26.3 have the Licensee's remaining assets removed from the plantation and recover the removal costs from the Licensee, and
 - 26.4 restore the site to a reasonably clean and unencumbered condition and recover restoration/rehabilitation costs from the Licensee.