

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.