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NO. 7 OF 2005

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FORESTS ACT

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NO. 7 OF 2005

FORESTS ACT

[Date of assent: 18th November, 2005.]

[Date of commencement: 1st February, 2007.]

An Act of Parliament to provide for the establishment, development and sustainable management, including conservation and rational utilisation of forest resources for the socio-economic development of the country

[Act No. 7 of 2005, L.N. 19/2007.]

PART I – PRELIMINARY

1. Short title and commencement

This Act may be cited as the Forests Act, 2005.

2. Application

This Act shall apply to all forests and woodlands on State, local authority and private land.

3. Interpretation

In this Act, unless the context otherwise requires—

“activity” includes any operations, development, works or conduct;

“afforestation” means the establishment of a tree crop on an area where such trees are absent;

“arboretum” means a botanical garden of trees;

“association” means a community forest association registered in accordance with the provisions of section 46;

“biodiversity” means the variability among living organisms from all sources, including the ecological complexes of which they are a part and the diversity within and among species, and ecosystems;

“Board” means the Board of the Kenya Forest Service referred to in section 6;

“catchment area” means any land area drained by a river, stream, or fixed body of water and its tributaries having a common source of surface run-off;

“chainsaw” means a motorised equipment used for cutting wood;

“concession” means the right of use granted to an individual or organisation in respect of a specified forest area;

“consumptive use” in relation to a forest, means the removal of forest produce, and “non-consumptive use” shall be construed accordingly;
“deforestation” means the negative reduction of forest cover from the original status;

“Director” means the person appointed as Director of Kenya Forest Service pursuant to section 10;

“environmental impact assessment” shall have the meaning assigned to it under the Environmental Management and Co-ordination Act, (No. 8 of 1999);

“farm forestry” means the practice of managing trees on farms whether singly, in rows, lines, boundaries, or in woodlots or private forests;

“forest area” means any land declared to be a forest land under this Act;

“forest community” means a group of persons who—

(a) have a traditional association with a forest for purposes of livelihood, culture or religion;

(b) are registered as an association or other organisation engaged in forest conservation;

“forest conservancy area” means an area established by the Board under section 13;

“forest conservation committee” means a committee established in each forest conservancy area or part thereof to advise the Board on all matters relating to the management and conservation of forests in that area;

“forest officer” includes the Director, a forester, a disciplined officer of the Service, or an honorary forester;

“forest owner” means—

(a) in the case of State forests, the Kenya Forest Service;

(b) in the case of local authority forests, a local authority;

(c) in the case of private forests, an individual, association, institution or body corporate;

“forest produce” includes bark, animal droppings, beeswax, canes, charcoal, creepers, earth, fibre, firewood, frankincense, fruit, galls, grass, gum, honey, leaves, flowers, limestone, moss, murram, myrrh, peat, plants, reeds, resin, rushes, rubber, sap, seeds, spices, stones, timber, trees, water, wax, withies, and such other things as may be declared by the Minister to be forest produce for the purpose of this Act;

“forestry” refers to the science of establishing, tending, utilising and protecting forest and tree resources, and includes the processing and use of forest and tree products;

“independent environmental impact assessment” means an Environmental Impact Assessment not carried out by interested parties;

“indigenous forest” means a forest which has come about by natural regeneration of trees primarily native to Kenya, and includes mangrove and bamboo forests;
“Kenya Forestry College” means the college of that name operating under the Forest Department;

“Kenya Forestry Society” means the registered professional association of forest officers;

“licence” means a permit or other written authorisation issued under any of the provisions of this Act;

“livestock” means domesticated animals such as cattle, goats, sheep, asses, horses, camels and pigs, and includes the young thereof;

“local authority forest” means—
(a) any forest situated on trust land which has been set aside as a forest by a local authority pursuant to the provisions of the Trust Land Act (Cap. 289);
(b) any arboretum, recreational park or miniforest created under section 30 of this Act;
(c) any forest established as a local authority forest in accordance with the provisions of section 24;

“management agreement” means an agreement between the Service and a local authority or any person or organisation for the purpose of managing a state or local authority forest;

“management plan” refers to a systematic programme showing all activities to be undertaken in a forest or part thereof during a period of at least five years, and includes conservation, utilisation, silvicultural operations and infrastructural developments;

“mini-forest” refers to a group of trees occupying less than ten hectares of land;

“nature reserve” means an area of land declared to be a nature reserve under section 32;

“non-consumptive use” in relation to a forest, means non-extractive use of forest;

“person” means a natural person or a corporate person;

“plantation forest” means a forest that has been established through afforestation or reforestation for commercial purposes;

“private forest” refers to any forest owned privately by an individual, institution or body corporate;

“property mark” means a mark placed on a log, timber or other forest produce with a prescribed instrument to denote ownership by the government, local authority or any other owner;

“protected tree” means any tree or tree species which have been declared under section 34 to be protected;
“provisional forest” means any forest which has been declared a provisional forest by the Minister under section 26;

“responsible authority” in relation to a forest area means the Service, in the case of a state or provisional forest, the local authority concerned in the case of a local authority forest and the private landowner in the case of private forests;

“sacred grove” means a grove with religious or cultural significance to a forest community;

“sawmill” means a set of machinery used to process and convert wood into saw timber;

“Service” means the Kenya Forest Service established under section 4;

“State forest” means any forest—
(a) declared by the Minister to be a central forest, a forest area or nature reserve before the commencement of this Act and which has not ceased to be such a forest or nature reserve; or
(b) declared to be a state forest in accordance with the provisions of section 23;

“station” means the administrative unit of the Service established under section 13;

“sustainable management”, in relation to a forest, means management of the forest so as to permit only such use of it as constitutes sustainable use;

“sustainable use”, in relation to a forest, means the use of a forest and any of its natural resources in a manner and to an extent which does not compromise the capacity of the forest and its use by future generations, and does not degrade the carrying capacity of supporting ecosystems;

“timber” means—
(a) any tree which has been felled or which has fallen; or
(b) the part of any tree which has been cut off or fallen, and all wood whether sawn, split, hewn, or otherwise fashioned;

“tree” means any timber producing plant, or shrubs, bush of any kind, and includes a seedling, sapling or reshoot of any age, or any part thereof;

“unalienated government land” means land for the time being vested in the Government which—
(a) is not the subject of any conveyance, lease or occupation licence from the Government;
(b) has not been dedicated or set aside for the use of the public, and includes out-pans; and
(c) has not been declared to be a State forest;

“wildlife” means all forms of fauna and flora other than domesticated plants and animals;

“woodland” means an open stand of trees less than ten metres tall which has come about by natural regeneration.
PART II – ADMINISTRATION

4. Establishment of the Service

(1) There is hereby established a Service to be known as the Kenya Forest Service.

(2) The Service shall be a body corporate with perpetual succession and a common seal and shall, in its corporate name, be capable of—

(a) suing and being sued;
(b) acquiring, holding, charging and disposing of movable and immovable property; and
(c) doing or performing all such other things or acts for the proper discharge of its functions under this Act.

(3) The headquarters of the Service shall be in Nairobi.

5. Functions of the Service

The functions of the Service shall be to—

(a) formulate for approval of the Board, policies and guidelines regarding the management, conservation and utilisation of all types of forest areas in the country;
(b) manage all State forests;
(c) manage all provisional forests in consultation with the forest owners;
(d) protect forests in Kenya in accordance with the provisions of this Act;
(e) promote forestry education and training;
(f) collaborate with individuals and private and public research institutions in identifying research needs and applying research findings;
(g) draw or assist in drawing up management plans for all indigenous and plantation State, local authority, provisional and private forests in collaboration with the owners or lessees, as the case may be;
(h) provide forest extension services by assisting forest owners, farmers and associations in the sustainable management of forests;
(i) enforce the conditions and regulations pertaining to logging, charcoal making and other forest utilisation activities;
(j) collect all revenue and charges due to the Government in regard to forest resources, produce and services;
(k) develop programmes and facilities in collaboration with other interested parties for tourism, and for the recreational and ceremonial use of forests;
(l) collaborate with other organisations and communities in the management and conservation of forests and for the utilisation of the biodiversity therein;
(m) promote the empowerment of associations and communities in the control and management of forests;
(n) manage forests on water catchment areas primarily for purposes of water and soil conservation, carbon sequestration and other environmental services;
(o) promote national interests in relation to international forest related conventions and principles;
(p) enforce the provisions of this Act and any forestry or land use rules and regulations made pursuant thereto or to any other written law;
(q) in consultation with the Attorney-General, train prosecutors from among the forest officers for purposes of prosecuting court cases under this Act in accordance with any other law relating to the prosecution of criminal cases.

6. Forests Board

(1) The management of the Service shall be carried out by a Board, which shall consist of—

(a) the Permanent Secretary in the Ministry for the time being responsible for matters relating to Forestry, or a designated representative;
(b) the Permanent Secretary in the Ministry for the time being responsible for matters relating to Water, or a designated representative;
(c) the Permanent Secretary in the Ministry for the time being responsible for finance, or a designated representative;
(d) the Permanent Secretary in the Ministry for the time being responsible for local authorities or a designated representative;
(e) the Director of the Kenya Wildlife Service;
(f) the Director-General of the National Environment Management Authority;
(g) the Director of the Kenya Forestry Research Institute;
(h) the Director of Kenya Forest Service, who shall be secretary; and
(i) eight other persons, not being public servants, appointed by the Minister.

(2) Of the members appointed under subsection (1)(i)—

(a) one shall be a person who has knowledge of, and at least ten years’ experience in, matters relating to security and law enforcement;
(b) one shall be a representative of the Kenya Forestry Society; and
(c) the remaining members shall be persons—

(i) who have expertise in relation to forestry or the forestry industry or in a related scientific or educational field, or who are members of non-governmental organisations dealing with environmental or natural resource matters; or
(ii) who are associated with, or with an area that contains, one or more forest communities, and who have shown special or outstanding interest in the field of conservation, environment and natural resources.

(3) One of the members appointed under subsection (1)(i) shall be appointed by the President to be the Chairman of the Board.

(4) The appointment of the members of the Board shall take into account the principle of gender and regional representation.

(5) There shall be paid to the chairman and members of the Board such remuneration, fees or allowances for expenses as the Minister may determine.

7. Functions of the Board

The functions of the Board shall be to—

(a) ensure the efficient management of the Service;
(b) consider and recommend to the Minister the establishment of State forests on un-alienated Government land and any other Government land;
(c) consider and recommend to the Minister the determination and alteration of boundaries of State forests;
(d) approve the policies of the Service affecting forestry practice and development;
(e) formulate policies for the administration and management of the Kenya Forestry College;
(f) consider all management agreements, including the granting of management licences for State plantation forests;
(g) negotiate for financial and other incentives for the advancement of the forestry-related activities of private persons, companies, communities, non-governmental organisations and local authorities;
(h) establish and review policies and rules for marketing of and trade in forest produce;
(i) co-ordinate and monitor inter-agency forestry activities in the country;
(j) develop modalities and guidelines for joint management of forests between the Service, local authorities, forest communities, government agencies and the private sector;
(k) advise the Minister on all matters pertaining to the establishment, development, conservation and utilisation of forests in Kenya;
(l) consider applications for the undertaking of activities within forest areas;
(m) prescribe criteria for access to assistance for owners of private forests;
(n) establish forest conservancy areas for purposes of conservation and management; and
(o) approve the provision of credit facilities and technical training for community-based forest industries, and the provision of incentives to persons who exploit wood and non-wood forest products sustainably.

8. Powers of the Board

(1) The Board shall have all the powers necessary for the performance of its functions under this Act, and, in particular but without prejudice to the generality of the foregoing, the Board shall have power to—

(a) approve and ratify the policies of the Service;
(b) manage, control and administer the assets of the Service in such manner and for such purposes as are best to promote the purposes for which the Service is established;
(c) receive any gifts, grants, donations or endowments made to the Service;
(d) determine the provisions to be made for capital and recurrent expenditure and for the reserves of the Service;
(e) open a banking account or banking accounts for the funds of the Service;
(f) invest any moneys of the Service not immediately required for the purposes of this Act;
(g) determine and issue the terms and conditions for the appointment and enlistment of personnel to the Service; and
(h) co-operate with other organisations undertaking functions similar to its own, whether within Kenya or otherwise.

(2) Subject to this Act, the Board may, by resolution either generally or in any particular case, delegate to any committee of the Board or to any member, officer, employee or agent of the Board, the exercise of any of the powers of the performance of any of the functions or duties of the Board under this Act.

9. Committees of the Board

(1) The Board may from time to time establish committees for the better carrying out of its functions.

(2) The Board may, with the approval of the Minister, co-opt into the membership of committees established under subsection (1) other persons whose knowledge and skills are found necessary for the functions of the Board.

10. Appointment of Director of Forest Service

(1) There shall be a Director of the Kenya Forest Service who shall be appointed by the Board in consultation with the Minister, and who shall hold office on such terms and conditions as may be specified in the instrument of his appointment.
(2) No person shall be appointed under subsection (1) unless such a person holds a degree from a recognised university in the field of forestry or related discipline and has had at least fifteen years’ experience in the relevant field.

(3) The Director shall be the chief executive officer of the Service and responsible to the Board.

11. Officers of the Service

(1) The Board may, on such terms and conditions as it deems fit, appoint—
   (a) such officers of the Service as are specified in subparagraph (2)(a) and (b) of paragraph 1 of the First Schedule; and
   (b) such disciplined officers as are specified in subparagraph (2)(c) of paragraph 1 of the First Schedule; and
   (c) such other employees, agent or servants of the Service, as may be necessary for the performance of the functions of the service.

(2) Every person appointed under subparagraph (b) of subsection (1) shall take and subscribe to the oath of allegiance set out in Part II of the First Schedule.

(3) The provisions of the First Schedule shall have effect with respect to the officers of the Service.

(4) The Board shall within a reasonable time provide for a staff superannuation scheme to determine service for the employees of the Service.

(5) The Director may, with the approval of the Board, appoint suitable persons to be honorary foresters for the purpose of assisting the carrying into effect the provisions of this Act.

(6) An honorary forester shall—
   (i) be appointed by notice published in the Gazette;
   (ii) hold office, subject to such conditions as the Director may prescribe, for a period of five years; and
   (iii) have such functions as may be prescribed by rules made under this Act.

12. Meetings of the Board

   The provisions of the Second Schedule shall have effect with respect to the procedure at the meetings of the Board.

13. Forest conservancy areas and committees

(1) The Board shall establish forest conservancy areas for the proper and efficient management of forests and may divide such conservancy areas into forest divisions and stations.

(2) There shall be established a forest conservation committee in respect of each conservancy area established under subsection (1).
(3) The functions of the committee shall be to—
   (a) inform the Board on the ideas, desires and opinions of the people within the forest conservancy areas in all matters relating to the conservation and utilisation of forests within such area;
   (b) monitor the implementation of this Act and other forest regulations within the area;
   (c) review and recommend to the Board applications for licences and renewals thereof;
   (d) regulate the management of forests in the relevant conservancy area, including the setting of charges and retention of income;
   (e) in consultation with the Board, assist local communities to benefit from royalties and other rights derived from flora or fauna traditionally used or newly discovered by such communities;
   (f) identify areas of un-alienated Government land or trust land to be set aside for the creation of forests;
   (g) recommend to the Board establishment of forest division conservation committees; and
   (h) perform such other functions as the Board may require or delegate to it.

(4) A forest conservation committee shall consist of—
   (a) a chairman appointed by the Board, who shall have at least ten years’ experience in forestry, forest management or social sciences;
   (b) one person to represent the provincial administration;
   (c) the forest officer in-charge of the area who shall be the secretary;
   (d) one member nominated jointly by members of the timber industry operating in the area;
   (e) four persons knowledgeable in forestry matters nominated by forest associations operating in the conservancy area in consultation with the conservancy committees, at least one of whom shall be a woman and one shall be a youth;
   (f) an agricultural officer based in the area, who shall be nominated by the Minister responsible for Agriculture; and
   (g) an environmental officer based in the area who shall be nominated by the Director-General of the National Environment Management Authority.

(5) Persons who are not members of the committee may be invited to attend meetings of the committee and take part in its deliberations but shall not have voting powers.

(6) A member of a forest conservation committee shall be entitled to be paid such allowances as the Board may, with the approval of the Minister, determine.

(7) The Minister may, in consultation with the Board, make rules and regulations governing the procedures and functions of the committees.
14. Funds of the Service
(1) The funds of the Service shall comprise—
(a) such moneys or assets as may accrue to or vest in the Service in the course of the exercise of its powers or the performance of its functions under this Act or any other written law and approved by Parliament; and
(b) all money from any other source provided for or donated or lent to the Service.

(2) There shall be paid out of the funds of the Service all sums required to defray the expenditure incurred by the Service in the exercise of its powers and the performance of its functions under this Act.

15. Financial year
The financial year of the Service shall be the period of twelve months ending on the thirtieth day of June in each year.

16. Annual estimates
(1) At least three months before the commencement of each financial year, the Board shall cause to be prepared estimates of revenue and expenditure of the Service for that year.

(2) The annual estimates shall make provision for the estimated expenditure of the Service for the financial year, and in particular, the estimates shall provide for—
(a) the payment of salaries, allowances, pensions, gratuities and other charges in respect of staff of the Service and of the forest conservation committees;
(b) the proper maintenance of the buildings and grounds of the Services;
(c) the maintenance, repair and replacement of the equipment and other property of the Service;
(d) the creation of such reserve funds as the Service may deem appropriate to meet the recurrent expenditure and contingent liabilities of the Service.

(3) The annual estimates shall be approved by the Board before the commencement of the financial year to which they relate and shall be submitted to the Minister for approval with the concurrence of the Treasury, and thereafter the Board shall not increase the annual estimates without the consent of the Minister.

17. Accounts and audit
(1) The Service shall cause to be kept all proper books and other records of accounts of the income, expenditure and assets of the Service.

(2) Within a period of four months from the end of each financial year, the Service shall submit to the Controller and Auditor-General or an auditor appointed under subsection (3), the accounts of the Service in respect of that year together with—
(a) a statement of the income and expenditure of the Service during the year; and
(b) a statement of the assets and liabilities of the Service on the last day of the year.

(3) The accounts of the Service shall be audited and reported upon in accordance with the provisions of the Public Audit Act, 2003 (No. 12 of 2003).

18. Forest Management and Conservation Fund

There is hereby established a Forest Management and Conservation Fund, which shall be used for the following purposes—

(a) the development of forests;
(b) the maintenance and conservation of indigenous forests;
(c) the promotion of commercial forest plantations;
(d) the rehabilitation of provisional forests;
(e) the provision of forest extension services;
(f) the promotion of community-based forest projects;
(g) the facilitation of education and research activities;
(h) the establishment of arboreta and botanical gardens;
(i) the maintenance and protection of sacred trees and groves and other areas of cultural, ethno-botanical or scientific significance;
(j) undertaking of surveys and establishment of databases;
(k) the protection and management of unique trees for biodiversity conservation;
(l) the establishment of nurseries and production of seedlings;
(m) silvicultural practices and tree improvement;
(n) the management and protection of protected trees; and
(o) such other purposes as may be prescribed by rules made under this Act.

19. Sources of Fund

(1) The Fund shall consist of—

(a) monies from time to time appropriated by Parliament for purposes of the Fund;
(b) moneys levied upon forest beneficiaries in such manner as the Minister may upon the recommendation of the Board and in consultation with the Minister for Finance, determine;
(c) income from investments made by the Board; and
(d) such grants, donations, bequests or other gifts as may be made to the Fund.

(2) All moneys due to the service shall be collected or received on behalf of the Board by the Director and, subject to the direction of the Board, paid into a special account of the Fund in line with obtaining financial regulations.
20. Management of the Fund

(1) The Fund shall be managed by a Finance Committee appointed and empowered in that behalf by the Board.

(2) The Finance Committee shall, with the approval of the Board—

(a) determine the amounts of money payable in respect of any purpose for which the Fund is established and formulate the conditions for disbursement;

(b) make necessary investments from the Fund for the realisation of the Fund’s objectives, in securities approved from time to time by the Treasury; and

(c) keep and maintain audited accounts of the Fund and publish such accounts in such manner as may be approved by the Treasury.

PART III – CREATION AND MANAGEMENT OF FORESTS

Ownership of Forests and Right to Forest Produce

21. Forests to vest in the State

All forests in Kenya other than private and local authority forests, are vested in the State, subject to any rights of user in respect thereof, which by or under this Act or other written law, have been or are granted to any other person.

22. Customary rights

Nothing in this Act shall be deemed to prevent any member of a forest community from using, subject to such conditions as may be prescribed, such forest produce as it has been the custom of that community to take from such forest otherwise than for the purpose of sale.

23. Creation of State forests

The Minister may, on the recommendation of the Board, by notice in the Gazette declare—

(a) any un-alienated Government land;

(b) any land purchased or otherwise acquired by the Government,

to be a State forest.

24. Creation of local authority forests

Upon the recommendation of the forest conservation committee for the area within which a forest is situated, the local authority and the Board, the Minister shall declare any land under the jurisdiction of a local authority to be a local authority forest where—

(a) the land is an important catchment area, a source of water springs, or is a fragile environment;

(b) the land is rich in biodiversity or contains rare, threatened or endangered species;

(c) the forest is of cultural or scientific significance; or
(d) the forest supports an important industry and is a major source of livelihood for the local community.

25. Private and farm forestry

(1) A person who owns a private forest, including a forest in the course of establishment, on land owned by the person may apply to the Service for registration under this section.

(2) The Board shall register a forest under subsection (1) where the forest meets the criteria prescribed in regulations made under this Act.

(3) Upon registration under subsection (2), the owner of a private forest shall be entitled to receive from the Service—

(a) technical advice regarding appropriate forestry practices and conservation;

(b) subject to availability of funds, loans from the Fund for the development of the forest, provided that the funds are obtained and utilised in accordance with the procedures set out by the Service.

(4) A person who establishes or owns a private forest may apply to the relevant authorities for exemption from payment of all or part of the land rates and such other charges as may be levied in respect of the land on which the forest is established.

(5) In this section, “private forest” includes arboreta and recreational parks.

26. Declaration of provisional forest

(1) Upon the recommendation of the Board, the Minister may, by order published in the Gazette, declare any local authority forest or private forest, which in the opinion of the Board is mismanaged or neglected, to be a provisional forest.

(2) A declaration under subsection (1) of this section shall only be made where—

(a) the forest—

(i) is an important catchment area or a source of water springs;

(ii) is rich in biodiversity and contains rare, threatened or endangered species;

(iii) is of cultural or scientific significance; or

(iv) supports an important industry and is a source of livelihood for the surrounding forest communities; and

(b) the Director has issued a notice requiring the local authority or private owner, as the case may be, to undertake specific silvicultural practices to improve the forest, and such notice has not been complied with, or the forest owner is unable to undertake the specified practices.

(3) A provisional forest shall be managed by the Service, in collaboration with the owner thereof, for a period of three years, which period shall be subject to review and any profits accruing therefrom shall be paid to such owner less the expenses incurred by the Service in managing the forest concerned.
27. Reversion of provisional forests

(1) A provisional forest shall revert to the owner where the Board is satisfied that it has been adequately rehabilitated and the owner has given an undertaking to efficiently manage it.

(2) The Board may, upon reversion of a provisional forest, prescribe for observance by the owner such conditions as may be necessary to ensure compliance with the provisions of this Act.

28. Variation of boundaries or revocation of State or local authority forests

(1) A notice under this Part which it is proposed—
(a) to vary the boundaries of a State or a local authority forest; or
(b) to declare that a forest shall cease to be a State or local authority forest,
shall only be published where the proposal is recommended by the Service in accordance with subsection (2) and is subsequently approved by resolution of Parliament.

(2) The Service shall not recommend any such proposal unless—
(a) it has been approved by the forest conservation committee for the area in which the forest is situated;
(b) it is satisfied that such variation of boundary or cessation of forest proposed by the notice—
(i) shall not endanger any rare, threatened or endangered species;
(ii) does not adversely affect its value as a water catchment area; and
(iii) does not prejudice biodiversity conservation, cultural site protection of the forest or its use for educational, recreational, health or research purposes.
(c) the proposal has been subjected to an independent Environmental Impact Assessment; and
(d) public consultation in accordance with the Third Schedule has been undertaken and completed in relation to the proposal.

29. Exchange of forest area with private land

(1) Subject to section 29(2), the Board may exchange part of a forest area with private land with the consent of the owner of such land where—
(a) the exchange enhances the efficient management and protection of the forest;
(b) the exchange is equitable to the Service and the land owner, according to an independent valuation;
(c) an independent Environmental Impact Assessment has been conducted and has shown that such exchange shall not adversely affect the environment; and
(d) the forest area to be exchanged does not contain rare, threatened or endangered species and is not a water catchment area or a source of springs.

(2) The Service or a local authority may, with the approval of the Minister, acquire by purchase any land suitable to be declared a State or local authority forest under this Act.

(3) No purchase or exchange shall be transacted under this section unless prior public consultation is carried out in accordance with the Third Schedule.

30. Arboreta, recreational parks, mini-forests

(1) Every local authority shall establish and maintain arboreta, mini-forests or recreational parks for the non-consumptive use of persons residing within its area of jurisdiction.

(2) For the purposes of subsection (1), every local authority shall cause housing estate developers within its jurisdiction to make provision for the establishment of mini-forests at the rate of at least five percent of the total land area of any housing estate intended to be developed.

(3) Every local authority shall establish and maintain a recreational park in every market centre within its area of jurisdiction.

(4) The Service shall facilitate and initiate the provision of technical assistance in the establishment and maintenance of mini-forests, recreational parks and arboreta by local authorities.

(5) No arboretum, mini forest or recreational park shall be converted to any other use unless the local authority consults the residents of the area in the jurisdiction within which such arboretum, mini forest or recreational park is situated.

(6) For purposes of this section, a local authority may in consultation with the Service prescribe conditions as to the species of trees to be planted in a mini-forest, arboretum or recreational park.

31. Donations and bequests

(1) Any person who is registered as proprietor of land in accordance with the provisions of any written law may donate or bequeath all or part of that land to the State, a local authority, an educational institution, an association or a non-governmental organisation for the development of forestry and the conservation of biodiversity.

(2) The forest established on the land so donated or bequeathed to the State shall be gazetted in accordance with this Act and named after the person who has made the donation or bequest unless the instrument of bequest states otherwise.

(3) The forest or land so donated or bequeathed shall not be used for any purpose other than the establishment and conservation of forests as originally desired by the previous owner.
32. Declaration of a nature reserve

(1) Upon the recommendation of the Service, the Minister may, in consultation with the Minister responsible for local authorities where appropriate, by notice in the Gazette declare any forest area, or woodland or any part thereof, which has a particular environmental, cultural, scientific, or other special significance, to be a nature reserve for the purpose of preserving its biodiversity and natural amenities thereof.

(2) Where a nature reserve declared as such under subsection (1) occurs within a private forest, the Minister shall make such arrangements for compensation to the owner of such forest as may be arrived at by an independent valuer appointed by the Board on the recommendation of the relevant professional body.

(3) No cutting, grazing, removal of forest produce, hunting or fishing, shall be allowed in a nature reserve except with the permission of the Director granted in consultation with other conservation agencies, which permission shall only be given with the object of facilitating research.

(4) The provisions of this Part with respect to the revocation of declaration of a forest area or the variation of boundaries thereof shall apply with respect to a nature reserve.

33. Special use of nature reserve

(1) Any forest community, or person who is desirous of utilising or conserving any grove or forest which is part of a nature reserve for cultural, religious, educational, scientific or other reasons shall submit an application, in the prescribed form, to the Board through the forest conservation committee for the area in which the nature reserve occurs.

(2) Upon receipt of the application referred to in subsection (1), the Board shall make inquiries regarding the application, including the authenticity of the application and the suitability of the site vis-à-vis the activities for which the application is made, and, based on such inquiry, the Board may within three months of receipt of the application—

(a) grant the application as requested;
(b) grant the application on specified terms and conditions; or
(c) refuse to grant the application, giving reasons for such refusal.

(3) Where an application has been submitted under subsection (1), a person aggrieved by the decision of the Board may appeal to the National Environment Tribunal established under the National Environmental Management and Co-ordination Act (No. 8 of 1999).

(4) Sacred groves found in any State forest, nature reserve, local authority forest or private forest shall not be interfered with and any person who, without lawful authority, fells, cuts, damages or removes any such grove or tree or regeneration thereof, or biodiversity therein, or abets in the commission of any such act commits an offence.
34. Presidential protection of trees

(1) The President may, on the advice of the Minister, by order published in the Gazette, declare any tree, species or family of tree species to be protected in the whole country or in specific areas thereof, and the Minister shall cause this information to be disseminated to the public.

(2) Any person who fells, cuts, damages or removes, trades in or exports or attempts to export any protected tree, species or family of trees or regeneration thereof or abets in the commission of any such act commits an offence.

(3) The provisions of subsection (1) shall be reversed when the President is, on the advice of the Minister, satisfied that the protection is no longer necessary.

35. Management plans

(1) Every State forest, local authority forest and provisional forest shall be managed in accordance with a management plan that complies with the requirements prescribed by rules made under this Act.

(2) The Service shall be responsible for the preparation of a management plan with respect to each State forest and provisional forest.

(3) A local authority shall be responsible for the preparation of a management plan with respect to each local authority forest within its jurisdiction.

(4) The Service or a local authority may discharge its responsibilities under this section by preparing any requisite plan and adopting it or by adopting a plan prepared by another person or body.

(5) In preparing and adopting a management plan, the Service or the local authority shall consult with the local forest conservation committee.

(6) The Director may, with the approval of the Minister, make rules to give effect to the provisions of management plans.

36. Joint management of forests

(1) The Director may, with the approval of the Board, enter into an agreement with any person for the joint management of any forests.

(2) The agreement referred to in subsection (1) may enjoin such person to use or refrain from using such forest or any part thereof in a particular manner in order to ensure the conservation of biodiversity:

Provided that where an agreement enjoins such person to use or refrain from using the forest in any particular manner, it shall contain modalities of payment of compensation to such person for any loss incurred thereby.

(3) Where any person enters into an agreement with the Director in accordance with subsection (1) of this section, the agreement shall be enforceable against such person or his successors in title, assignees or any or all other persons deriving title from him.

(4) Nothing in this section shall render enforceable any conservation agreement entered into under subsection (1) where the use of such forest in accordance with such agreement contravenes the provisions of any law for the
time being in force, or is inconsistent with any prior agreement relating to the use of such forest and which is binding on such owners, their successors in title or persons deriving title from them.

37. Management of plantation forests owned by the State

(1) All plantation forests owned by the state shall be managed by the Service on a sustainable basis with the primary objective being the production of wood and other forest products and services for commercial purposes.

(2) Where the Board is satisfied that all or part of a state forest which is a plantation forest may be efficiently managed through a licence, concession, contract, joint agreement, it may place an advertisement in two daily newspapers of national circulation calling for applications from interested persons for the management of the same.

(3) An applicant under subsection (2) shall submit to the Board together with his application, a proposed management plan in respect of the forest which is the subject of the application.

(4) Where the Board approves an application submitted under subsection (3) and intends to enter into a management agreement as specified under sub-section (2), it shall publish its intention in two daily newspapers of national circulation at least thirty days before the agreement is due to take effect.

(5) A management agreement entered into by the Board with the successful applicant shall specify among other things—

(a) the duration of agreement;
(b) the terms and conditions under which the applicant shall manage the forest;
(c) any charges payable to the Service;
(d) a management plan to be followed by the applicant;
(e) the mechanism for settlement of disputes arising in respect of the agreement; and
(f) the circumstances under which the agreement may be terminated.

(6) The Board shall, before entering into an agreement, call for an independent inventory of the forest and other relevant data to enable it to determine the true value of such forest.

(7) Management agreements may be entered into or renewed subject to such conditions as may be prescribed by the Board:

Provided that—

(a) no part of a State forest which contains rare, threatened or endangered species, or which has particular environmental, cultural or scientific significance, or which has been declared a nature reserve under this Act, shall be included in such agreements;
(b) no applicant may assign, exchange, transfer or convey the agreement or any part of his rights or interests therein without the prior written consent of the Board.
(8) The applicant may assign, exchange, transfer or convey the agreement only where—
   (a) the agreement has been in existence for at least six (6) years;
   (b) he has not violated any provisions of this Act, and has complied with the terms and conditions of the agreement;
   (c) the assignee would himself qualify to be an applicant under this section; and
   (d) the Board has approved such assignment, exchange or transfer.

(9) Where the applicant assigns, exchanges, or transfers his agreement without the approval of the Board, the agreement shall lapse and the management of the forest shall revert to the Service.

(10) Any person aggrieved by the decision of the Board to enter into a management agreement for a plantation forest under this section may, within the period specified in subsection (4), make representations to the Board, and the Board shall consider such objections and take such action as is justified in the circumstances.

38. Management of local authority forests

(1) Each local authority shall, with the assistance of the Service, be responsible for the protection and management of all forests and woodlands under its jurisdiction, and shall ensure that such forests are managed on a sustainable basis in accordance with an approved management plan.

(2) The provisions contained in this Act regarding the management of indigenous forests shall apply to the management of indigenous forests situated within the jurisdiction of a local authority.

(3) A forest officer responsible for the area shall, in consultation with the forest conservation committee, make inspection visits at least twice a year, and shall make a report thereon to the Director as to whether such forests are managed in accordance with the provisions of this Act.

(4) The Director shall report to the Board on a forest officer’s report received under subsection (3), and the Board may, if it is satisfied that it is in the public interest for a local authority forest to be managed by the Service, make appropriate recommendations to the Minister.

(5) The Minister may declare a local authority forest in respect of which a report is received under this section to be a provisional forest.

39. Local authority forest management agreements

(1) A local authority may, upon application by a company, government agency, a forest community, a professional association, an educational institution, or non-governmental organisation, a co-operative society, or an individual, and after approval by the Board has been obtained, enter into an appropriate management agreement for all or part of any forest within its jurisdiction.

(2) A management agreement entered into under subsection (1) shall specify—
   (a) the period for which the forest shall be managed;
(b) the terms and conditions under which the applicant shall manage the forest;
(c) any royalties and charges payable in respect thereof to the local authority or the Service;
(d) the mechanism for settlement of disputes arising in respect of the agreement; and
(e) the circumstances under which the agreement may be terminated.

(3) Where the forest referred in subsection (1) lies within the jurisdiction of more than one local authority, an application shall be made to each of such local authorities, and such local authorities may jointly agree to enter into a management agreement for all or part of such forest pursuant to such application.

(4) Nothing in this section shall be deemed to transfer or to vest in any person, institution, or organisation any right of ownership of any land declared to be a local authority forest, other than the privilege of management and control.

(5) No management agreement shall convert a local authority forest into a settlement area.

40. Concession over state forests

(1) Where the Board is satisfied that utilisation of a forest can be done through the granting of concessions, the Service may, by licence, grant the same subject to an Environmental Impact Assessment Licence in accordance with the Environmental Management and Co-ordination Act (Cap. 387).

(2) In addition to subsection (1), the grantee of a concession shall—
(a) comply with the guidelines or management plans prescribed by the Service;
(b) protect the concession area from destruction and encroachment by other persons;
(c) ensure that the forest areas under his management are maintained for the conservation of biodiversity, cultural or recreational use;
(d) maintain the physical boundaries of the concession;
(e) take precautions to prevent the occurrence and spread of forest fires in connection with any or all operations within or outside the concession area;
(f) ensure that all structures and facilities constructed or operated by and in connection with any activities are maintained according to the conditions of the licence.

(3) The licence shall indicate the nature of the concession, including its physical location and boundaries, and the purpose for which it is granted.

(4) The Board may withdraw a concession granted under this section where a grantee breaches any of the conditions prescribed under subsection (2).

(5) A grantee of a concession under this section shall be held personally responsible for any damage, including the negligence of his employees, arising directly from his operations on the land for which the concession has been obtained.
41. Management of indigenous forests

(1) All indigenous forests and woodlands shall be managed on a sustainable basis for purposes of—
   (a) conservation of water, soil and biodiversity;
   (b) riverine and shoreline protection;
   (c) cultural use and heritage;
   (d) recreation and tourism;
   (e) sustainable production of wood and non-wood products;
   (f) carbon sequestration and other environmental services;
   (g) education and research purposes;
   (h) habitat for wildlife in terrestrial forests and fisheries in mangrove forests.

(2) In pursuance of subsection (1), the Service shall, in consultation with the forest conservation committee for the area where the indigenous forest is situated, prepare forest management plans.

(3) The Board may enter into a joint management agreement for the management of any State indigenous forest or part thereof with any person, institution, government agency or forest association.

42. Consent for mining and quarrying

(1) The Board shall only give its consent for mining and quarrying operations in a forest area where—
   (a) the area does not contain rare, threatened or endangered species;
   (b) the forest does not have any cultural importance or contain sacred trees or groves;
   (c) an independent Environmental Impact Assessment has been carried out;
   (d) the miner has undertaken through execution of a bond the value of which will be determined by the Board, to rehabilitate the site upon completion of his operation to a level prescribed by the Board;
   (e) the forest is not an important catchment area or source of springs:
       Provided that the Minister may, on the recommendation of the Board, and in consultation with the Minister responsible for mining, publish rules to regulate and govern mining operations in such forest areas; and
   (f) the carrying on of the mining and quarrying operations shall not contravene any rules made under this Act.

(2) Subject to subsection (1), mining and quarrying may be carried out in a state or local authority forest under the authority of a licence issued by the Service and the local authority.

(3) A licence under subsection (2) shall not be issued unless the applicant has implemented safety measures to prevent injury to human beings, livestock and wildlife traversing the forest, and consent therefore has been obtained from the Commissioner of Mines.
43. Requirement for re-vegetation

(1) The conditions on which a licence for mining and quarrying, or any other activity carried out in the forest, shall, where the activity concerned is likely to result in the depletion of forest cover in any forest, include a condition requiring the licensee to undertake compulsory re-vegetation immediately upon the completion of the activity.

(2) Re-vegetation shall be undertaken in consultation with the Service, which shall determine the seeds and seedlings proposed to be used in such re-vegetation.

44. Offences in relation to mining, quarrying or re-vegetation

Any person who contravenes the provisions of this Act in relation to activities in forest areas relating to mining, quarrying or re-vegetation commits an offence and shall be liable on conviction to imprisonment for a term of not less than six months, or to a fine of not less than one hundred thousand shillings, or to both such fine and imprisonment.

45. Activities outside management plans

(1) Any activities within a forest area which are not included in a management plan shall only be undertaken with the consent of the Board granted in accordance with this section.

(2) A person intending to undertake any activity referred to in subsection (1) within a forest area shall apply in that behalf to the Board, and the application shall be accompanied by the results of an independent Environmental Impact Assessment conducted in respect of the proposed activity.

(3) Where the Board intends to grant its approval under this section, it shall cause a notice of such intention to be published in the Gazette and in at least two newspapers of national circulation, and posting a notice in such manner as to bring to attention of the persons likely to be directly affected by such activity, and giving a period of not less than ninety days within which any person may make objections to the Board.

(4) The Board shall deliberate on any objection received and deliver its decision to the objector within a period of sixty days from the date of receipt thereof.

(5) Any objector aggrieved by a decision of the Board under this section may within sixty days after receipt of such decision appeal to the High Court.

PART IV – COMMUNITY PARTICIPATION

46. Application for community participation

(1) A member of a forest community may, together with other members or persons resident in the same area, register a community forest association under the Societies Act (Cap. 108).

(2) An association registered under subsection (1) may apply to the Director for permission to participate in the conservation and management of a State forest or local authority forest in accordance with the provisions of this Act:

Provided that no application under this subsection shall be made where there is an existing prior agreement or licence.
(3) The application referred to in subsection (2) shall be in the prescribed form and shall contain—

(a) a list of the members of the association and its address;
(b) the Constitution of the association;
(c) the association’s financial regulations;
(d) the area of forest for which the association proposes to undertake conservation and management;
(e) the association’s proposals concerning—
   (i) use of forest resources;
   (ii) methods of conservation of biodiversity;
   (iii) methods of monitoring and protecting wildlife and plant populations and enforcing such protection; and
(f) such other information as the Director may require.

(4) Where there is no management plan in respect of the area, or where the association proposes that there be a new management plan, the application shall be accompanied by a draft management plan.

(5) The provisions of this Act regarding management plans shall apply in respect of the draft management plan submitted under subsection (4).

(6) The Director shall cause to be kept an up to date record of all associations participating in the conservation or management of forests.

47. Functions of a forest association

(1) An association approved by the Director under section 46 to participate in the management or conservation of a forest or part of such forest shall—

(a) protect, conserve and manage such forest or part thereof pursuant to an approved management agreement entered into under this Act and the provisions of the management plan for the forest;
(b) formulate and implement forest programmes consistent with the traditional forest user rights of the community concerned in accordance with sustainable use criteria;
(c) protect sacred groves and protected trees;
(d) assist the Service in enforcing the provisions of this Act and any rules and regulations made pursuant thereto, in particular in relation to illegal harvesting of forest produce;
(e) with the approval of the Board enter into partnerships with other persons for the purposes of ensuring the efficient and sustainable conservation and management of forests;
(f) keep the Service informed of any developments, changes and occurrences within the forest which are critical for the conservation of biodiversity;
(g) help in fire fighting; and
(h) do any other act that is necessary for the efficient conservation and management of the forest.
(2) The management agreement between the Director and the association shall confer on the association all or any of the following forest user rights—

(a) collection of medicinal herbs;
(b) harvesting of honey;
(c) harvesting of timber or fuel wood;
(d) grass harvesting and grazing;
(e) collection of forest produce for community based industries;
(f) ecotourism and recreational activities;
(g) scientific and education activities;
(h) plantation establishment through non-resident cultivation;
(i) contracts to assist in carrying out specified silvicultural operations;
(j) development of community wood and non-wood forest based industries; and
(k) other benefits which may from time to time be agreed upon between an association and the Service:

Provided that—

(i) none of the activities specified in this subsection shall be carried out so as to conflict with the conservation of biodiversity; and

(ii) the Director may, in consultation with the association, make rules regulating the performance thereof;

(iii) in the case of plantation establishment under subsection (2)(h), the non-resident shall be allowed to cultivate in the forest for a period not exceeding three years.

48. Assignment of forest user rights

(1) An association may, with the approval of the Director, assign any or all its rights under a management agreement to a suitably qualified agent on mutually agreed terms.

(2) The Director shall not approve any assignment which would derogate from the main objectives and purposes set out in the management agreement.

(3) The management agreement shall be deemed to provide that an association shall be liable for all the activities, acts and omissions of the assignees of its rights under the agreement.

49. Termination or variation of a management agreement

(1) The Director may terminate a management agreement with an association or withdraw a particular user right where—

(a) an association breaches the terms and conditions thereof;
(b) he considers such action as necessary for purposes of protecting and conserving biodiversity; or
(c) the association itself so requests.
(2) Where the Director intends to terminate a management agreement or withdraw a particular user right on either of the grounds stipulated in subsection (1)(a) or (b) of this section, he shall give the affected association thirty days’ notice to show cause why the management agreement should not be so terminated or the user right so withdrawn.

(3) Where an association is aggrieved by the decision of the Director under this section, it may, within thirty days after being notified of the decision, appeal to the Board against the decision.

(4) Nothing in this section shall be construed to limit the grounds on which, in accordance with the terms of a management agreement, the agreement or any user right may be terminated.

PART V – ENFORCEMENT

50. Powers of officers

(1) A forest officer may—

(a) demand from any person the production of an authority or licence for any act done or committed by that person in a State, local authority or provisional forest, or in relation to any forest produce for which a licence is required under this Act or under any rules made thereunder;

(b) require any person found within or without a State, local authority or provisional forest who has in his possession any forest produce suspected to have been taken from such forest, to give an account of the manner in which he became possessed thereof, and, where the account given is not satisfactory, arrest and take such person before a magistrate;

(c) search any person suspected of having committed an offence under this Act or of being in possession of any forest produce in respect of which an offence has been committed, and arrest the person, seize and detain any baggage, package, parcel, conveyance, tent, hut or building under the control of that person or his agent or servant:

Provided that no person shall be arrested under this section unless the forest officer has reasonable cause to believe that that person may fail to appear to answer a summons, or unless that person refuses to give his name and address or gives a name and address which there is reasonable cause to believe is false;

(d) search any vehicle or vessel and seize and detain any forest produce in respect of which there is reason to believe that an offence has been committed, together with any tools, equipments, vessels, vehicles or livestock used in the commission of the offence:

Provided that the forest officer seizing such property shall forthwith report the seizure to the magistrate having jurisdiction over the area where the offence takes place;

(e) seize and detain any livestock found in a State, local authority or provisional forest without any person in charge of them;

(f) confiscate any equipment or receptacle placed without authority in a State, local authority or provisional forest.
(2) The Director or any forest officer may—
   (a) enter any private forest registered under section 25(1) in order to assess the condition thereof or to perform any such other act which he considers necessary in the circumstances; or
   (b) enter the premises of any forest-based industry or forest produce dealer to inspect any forest produce placed or found within the premises to satisfy himself that the industry or dealer is abiding by the provisions of a licence issued under this Act:
       Provided that during such inspection due regard shall be had to the rights of the proprietor;
   (c) take all reasonable steps to prevent the commission of an offence under this Act; and
   (d) where qualified to do so, administer oaths and take sworn testimony for the purposes of an investigation conducted under this Act.

(3) In enforcing this section, any officer of the Service who is of or above the rank of Sergeant Forest Guard shall have the same powers conferred to relevant officers under sections 22 and 23 of the Criminal Procedure Code (Cap. 75) and section 20 of the Police Act (Cap. 84).

51. Use of firearms

(1) The President may, through the Commissioner of Police, make available to the disciplined force of the Service such firearms as may be necessary for the Service to carry out its functions under this Act.

(2) A member of the disciplined force, after acquiring the requisite training, and when authorised by the Director, may use firearms for the following purposes—
   (a) in the course of law enforcement against—
       (i) any person charged with an offence punishable under this Act, when that person is escaping or attempting to escape from lawful custody;
       (ii) any person who, by force, removes or attempts to remove any other person from lawful custody;
       (iii) any person who, by force, attempts to prevent the lawful arrest of himself or any other person; or
       (iv) any person unlawfully hunting any animal within a forest area or nature reserve;
   (b) for the protection of people and property against any animal causing destruction to human life or property or crops; and
   (c) in the course of animal population control.

(3) Notwithstanding the foregoing; an officer of the disciplined force of the Service shall not resort to the use of firearms—
   (a) under paragraph (a)(i) of subsection (2), unless the officer concerned has reasonable grounds to believe that he cannot otherwise prevent the escape, and unless he has given ample warning to such person that he is about to use a firearm against him, and the warning is unheeded;
(b) under paragraph (a)(ii) or (iii) of subsection (2), unless the officer concerned believes on reasonable grounds that he or any other person is in danger of grievous bodily harm, or that he cannot otherwise prevent the removal, or, as the case may be, effect the arrest.

52. Prohibited activities in forests

(1) Except under a licence or permit or a management agreement issued or entered into under this Act, no person shall, in a State, local authority or provisional forest—

(a) fell, cut, take, burn, injure or remove any forest produce;

(b) be or remain therein between the hours of 7 p.m. and 6 a.m. unless he is using a recognised road or footpath, or is in occupation of a building authorised by the Director, or is taking part in cultural, scientific or recreational activities;

(c) erect any building or livestock enclosure, except where the same is allowed for a prescribed fee;

(d) smoke, where smoking is by notice prohibited, or kindle, carry or throw down any fire, match or other lighted material;

(e) de-pasture or allow any livestock to be therein;

(f) clear, cultivate or break up land for cultivation or for any other purpose;

(g) enter any part thereof which may be closed to any person;

(h) collect any honey or beeswax, or hang on any tree or elsewhere any honey barrel or other receptacle for the purpose of collecting any honey or beeswax, or enter therein for the purpose of collecting honey and beeswax, or be therein with any equipment designed for the purpose of collecting honey or beeswax;

(i) construct any road or path;

(j) set fire to, or assist any person to set fire to, any grass or undergrowth or any forest produce;

(k) possess, bring or introduce any chain saw or logging tools or equipment;

(l) damage, alter, shift, remove or interfere in any way whatsoever with any beacon, boundary mark, fence notice or notice board.

(2) Any person who contravenes the provisions of subsection (1) of this section commits an offence and is liable on conviction to a fine of not less than fifty thousand shillings or to imprisonment for a term of not less than six months, or to both such fine and imprisonment.

53. Counterfeiting or unlawfully affixing marks

Any person who, without lawful authority—

(a) marks any forest produce, or affixes upon any forest produce, a mark ordinarily used by a forest officer to indicate that the forest produce is the property of the Government, or that it may or has been lawfully cut or removed;
(b) alters, obliterates, removes or defaces any stamp, mark, sign, licence, permit or other document lawfully issued under the authority of this Act, or removes or destroys any part or a tree bearing the stamp or other mark used by any forest officer;

(c) covers any tree stump in any State or local authority forest or on any un-alienated Government land with brushwood or earth, or by any other means whatsoever conceals, destroys, or removes or attempts to conceal, destroy or remove such tree stump or any part thereof;

(d) wears any uniform or part of a uniform, or any badge or other mark issued by the Service to be worn by forest officers or other employees of the Service, or who in any other way holds himself out to be an employee of the Service; or

(e) counterfeits or issues without lawful authority any licence or other document purporting it to be a licence or document issued under this Act or any rules made thereunder,

commits an offence and shall be liable on conviction to a fine of not less than two hundred thousand shillings, or to imprisonment for a term of not less than three years, or to both such fine and imprisonment.

54. Other offences

(1) Any person who—

(a) commits a breach of, or fails to comply with the provisions of, this Act;

(b) commits a breach of, or fails to comply with any of, the terms or conditions of a licence issued to him under this Act;

(c) fails to comply with a lawful requirement or demand made or given by a forest officer;

(d) obstructs a person in the execution of his powers or duties under this Act;

(e) makes or is found in possession of charcoal in a state, local authority or provisional forests, in private forest or farmland without a licence or permit of the owner as the case may be,

commits an offence and shall be liable on conviction to a fine of not less than fifty thousand shillings or to imprisonment for a term of not less than one year, or to both such fine and imprisonment.

(2) A person who wilfully or maliciously sets fire to any private, provisional, local authority or state forest commits an offence and is liable to a fine of not less than two hundred thousand shillings, or to imprisonment for a term of not less than one year, or to both such fine and imprisonment.

(3) Any person who operates a sawmill in a manner contrary to that prescribed in rules made under this Act commits an offence and is liable on conviction to a fine of not less than five hundred thousand shillings, or to imprisonment for a term of not less than three years, or to both such fine and imprisonment.

(4) Save under a licence or permit or a management agreement issued or entered into under this Act, no person shall, in a forest capture or kill any animal,
set or be in possession of any trap, snare, gin or net, or dig any pit, for the purpose of
catching any animal, or use or be in possession of any poison or poisoned weapon:

Provided that nothing in this sub paragraph shall be deemed to prohibit the
capturing or killing of an animal in accordance with the conditions of a valid license
or permit issued under the Wildlife (Conservation and Management) Act (Cap. 376).

(5) Any livestock found in any forest shall, unless the owner thereof proves to
the contrary, be deemed to be there under the authority of the owner as well as the
person, if any, actually in charge of the livestock.

(6) The livestock detained under section 50(1) shall be auctioned at the expiry
of seven days if the owner does not reclaim it and the proceeds of such auction
shall be paid to the Service.

(7) Neither the Service nor any of its officers shall be liable for the injury, loss
or death of any livestock seized or detained under section 50(1).

(8) Any person who, in any forest area—
(a) introduces any exotic genetic material or invasive plants without
authority from the Service;
(b) dumps any solid, liquid, toxic or other wastes;
(c) grows any plant from which narcotic drugs can be extracted; or
(d) extracts, removes or causes to be removed, any tree, shrub or part
thereof for export,
commits an offence and is liable on conviction to a fine of not less than three million
shillings or to imprisonment for a term of not less than ten years, or to both such
fine and imprisonment.

55. Compensation for loss or damage

(1) Where a person is convicted of an offence of damaging, injuring or removing
forest produce from any forest, the court may in addition to any other ruling order—
(a) that such person pay to the forest owner, by way of compensation, a
sum equal to the determined value of the forest produce so damaged,
injured or removed and where the value cannot be estimated, ten
thousand shillings for each offence;
(b) if it is proved to the satisfaction of the court that the person so
convicted is the agent or employee of another person, that other
person to pay by way of compensation to the forest owner, the value
of the forest produce, unless after hearing that other person, the court
is satisfied that the offence was not due to his negligence or default;
(c) the forest produce be removed, and any vessels, vehicles, tools or
implements used in the commission of the offence, be forfeited to the
Service:

Provided that the value of the forest produce shall be either the commercial
value of the forest produce or the cost of repairing the damage caused to
biodiversity as a result of the activities complained of.
(2) Where a person is convicted of an offence of occupying or cultivating land in a forest area without a licence, the court may, in addition to any other penalty imposed under this Act, order such person to remove any buildings, enclosures, huts or crops within a period to be specified in the order, and if the person so convicted fails to comply with an order within the period so specified, the buildings, enclosures, huts or crops shall be deemed to be the property of the State, local authority or forest owner, as the case may be, and may be disposed of as the State, local authority or forest owner may think fit:

Provided, however, that expenses incurred as a result of keeping in custody anything seized or detained under this section shall be borne by the person whose property is seized or detained.

56. Prosecutorial powers

A forest officer may with the leave of the Attorney-General given under the Criminal Procedure Code, conduct any prosecution for any offence committed under this Act.

57. General penalty

Any person found guilty of an offence against the provisions of this Act for which no specific penalty is provided shall be liable to a fine of not less than ten thousand shillings or to imprisonment for a term not exceeding three months.

58. Restraint of breaches of the Act

(1) Every citizen of Kenya, and any person who is ordinarily resident in Kenya, who has reason to believe that the provisions of this Act have been, are being, or are about to be violated, may petition the High Court for—

(a) a declaration that the provisions of this Act are being, or have been, or are about to be contravened;
(b) an injunction restraining any specified person from carrying out such a contravention;
(c) the writ of mandamus against any officer or person who has failed to perform any duty imposed by or under this Act; and
(d) any remedy at law or equity for preventing or enforcing the provisions of this Act.

(2) The petition submitted under subsection (1) shall state—

(a) the particulars of the petitioner;
(b) the nature of the violation or likely violation;
(c) the provision(s) of this Act which is or are being violated; and
(d) the person, agency or body violating or about to violate the said provisions.

(3) Notwithstanding subsection (1), the court shall not issue an order under subsection (1) in respect of a proposal by the State or a local authority where such proposal has been duly submitted to public consultation in accordance with the Third Schedule, except an application which is—

(a) made within 60 days after publication, in accordance with that Schedule, of the notice of the decision; and
(b) made by a person—
   (i) who made a comment or objection concerning the proposal within the time allowed in that Schedule; or
   (ii) who shows reasonable cause why he did not make such comment or objection.

PART VI – MISCELLANEOUS

59. Rules

(1) The Minister may, on the recommendation of the Board, make rules for or with respect to any matter which is necessary or expedient to be prescribed for carrying out or giving effect to this Act.

(2) Without prejudice to the generality of the foregoing, rules may be made under this section for—
   (a) controlling the harvesting, collection, sale of and disposal of forest produce;
   (b) prescribing the amount of royalties or fees payable under this Act generally or in particular cases;
   (c) regulating the use and occupation of state forest land for the purposes of residence, cultivation, grazing, tourism, recreation, camping, picnicking, cultural activities, industrial, or any other similar activities;
   (d) the circumstances in which licences, permits, leases, concessions and other agreements may be applied for, granted, varied, refused or cancelled, and the manner in which a person to whom a licence is granted may exercise a right or privilege conferred upon him by the licence;
   (e) regulating the felling, working and removal of forest produce in areas where trees may be felled or removed;
   (f) regulating the entry of persons into a state or provisional forest, the period during which such persons may remain there and conditions under which they may remain;
   (g) closing paths or roads in a state or provisional forest to either human or vehicular traffic or both;
   (h) regulating entry into a nature reserve;
   (i) providing for conditions of administration and management of forests and forestry;
   (j) providing for plant inspections and the declaration of insects and fungal pests dangerous to forests and forest produce, and prescribing measures to be taken to control or eradicate such notified pests;
   (k) providing for compulsory use of property marks by the Service, local authorities and owners of private forests for the purpose of identifying wood sold from State, local authority, provisional and private forests;
(l) regulating or prohibiting the lighting of fires or smoking, or the carrying, kindling or throwing of any fires or light or inflammable material;
(m) prescribing the form, duration and other conditions in respect of forest management agreements;
(n) conditions under which mismanaged or neglected forests may be declared provisional forests and conditions for reverting them to the original owners;
(o) regulating the establishment of forest-based industries;
(p) providing for measures that enhance community participation in the conservation and management of forests at the local level;
(q) providing for the establishment of new forest areas;
(r) regulating the production, transportation and marketing of charcoal;
(s) prescribing the manner of nomination of representatives of forest associations to forest conservancy committees.

(3) Rules made under this section may require acts or things to be performed or done to the satisfaction of the Service, and may empower the Board to issue orders imposing conditions and dates upon, within or before which such acts or things shall be performed or done.

(4) Upon the recommendation of a local authority or forest conservation committee, the Minister may, in consultation with the Board and the Minister for the time being responsible for matters related to local authorities, make rules in respect of any or all local authority forests.

(5) The provisions of section 27 of the Interpretation and General Provisions Act (Cap. 2) shall not apply to rules made under this section.

60. Director to maintain registers

(1) The Director shall maintain registers of—
(a) all licences issued under this Act;
(b) private forests registered under section 25 and the owners thereof;
(c) local authority forests;
(d) all associations participating in the conservation and management of forests under this Act; and
(e) all forest management plans.

(2) All registers maintained under this section shall be open for inspection at the office of the Director by members of the public during official working hours.

61. International obligations

The provisions of this Act shall be carried out in accordance with any treaty, convention or international agreement concerning forests or forest resources to which Kenya is a party.
62. **Co-operation regarding cross-boarder forests and forest produce**

The Director may, with the approval of the Board, develop management plans and enter into joint management arrangements for the purposes of the proper management of cross-border forests and forest produce.

63. **Environmental Impact Assessment**

(1) The provisions of Part VI and Part XII of the Environmental Management and Co-ordination Act (Cap. 387) shall apply, *mutatis mutandis*, to and in respect of a licence under this Act and any Environmental Impact Assessment as well as reference to the National Environment Tribunal required under this Act.

(2) The provisions of the Environmental Management and Co-ordination Act regarding reference to the Tribunal established under that Act shall apply to the settlement of disputes arising under this Act.

PART VII – TRANSITIONAL PROVISIONS

64. **Repeal of Cap. 385**

The Forests Act is repealed.

65. **Savings**

Notwithstanding the repeal of the Forests Act—

(a) any land which, immediately before the commencement of this Act, was a forest or nature reserve under that Act, shall be deemed to be a State or local authority forest or nature reserve, as the case may be, under this Act; and

(b) any licences or permits granted under that Act and in force immediately before the commencement of this Act shall, with the approval of the Minister, be deemed to have been granted under the provisions of this Act, and shall remain in force until revoked in accordance with any terms in that regard set out in the licence, as the case may be, or renewed as a licence under this Act.

66. **Vesting of assets and transfer of liabilities**

(1) All property, except any such property as the Minister may determine, which immediately before the commencement of this Act was vested in the Government for the use of the Forest Department shall with the approval of the Minister, and, upon the taking effect of a notice by the Minister published in the *Gazette*, and without further assurance, vest in the Service, subject to all interests, liabilities, charges, obligations and trusts affecting such property.

(2) Except as otherwise provided in subsection (1) in relation to property, all contracts, debts, obligations and liabilities of the Government attributable to the Forest Department immediately before the commencement of this Act shall, with the approval of the Minister, remain vested in the Government and may be enforced by or against the Government.
67. Transfer of employees

(1) All persons, being public officers, who, before the commencement of this Act are employed by the Government for the purposes of the activities of the Forest Department, shall at the commencement of this Act be deemed to be on secondment to the Service until they are employed by the Service in accordance with this Act, or their deemed secondment otherwise ceases in accordance with the terms of such secondment.

(2) Where, at the commencement of this Act, any penalty, other than dismissal, has been imposed on any employee of the Forest Department pursuant to disciplinary proceedings against him, and the penalty has not been or remains to be served by such employee, such employee shall, on his transfer to the Service, serve or continue to serve such penalty to its full term as if it had been imposed by the Service.

FIRST SCHEDULE

[Section 11.]

PART I – PROVISIONS RELATING TO THE OFFICERS OF THE SERVICE

1. Officers of the Service

(1) The officers of the Service shall hold the ranks specified in subparagraph (2).

(2) The ranks of the officers of the Service referred to in subparagraph (1) in order of seniority shall be as follows—

(a) Professional Cadre
   Director of Forests
   Senior Deputy Director of Forests
   Deputy Director of Forests
   Senior Assistant Director of Forests
   Assistant Director of Forests
   Senior Forest Officer
   Forest Officer I
   Forest Officer II

(b) Technical Cadre
   Chief Forester
   Assistant Chief Forester
   Senior Forester
   Forester I
   Forester II
   Forester III
(c) Disciplined Officers Cadre

Commandant
Deputy Commandant
Assistant Commandant
Senior Superintendent Forest Guard
Superintendent Forest Guard
Chief Inspector Forest Guard
Inspector Forest Guard
Sergeant Forest Guard
Corporal Forest Guard
Constable Forest Guard
Forest Guard Recruit.

(3) The officers of the Service shall, in the performance of the duties conferred upon them under this Act and any other written law, conform with any lawful instructions, directions or orders which may be given by the Director.

(4) The Director may, with the consent of the Board, from time to time make and issue administrative orders to be called Service Standing Orders for the general control, direction and information of the officers of the Service.

2. Disciplinary Code of Regulations

(1) The Director shall, with the approval of the Board, issue a Disciplinary Code for Officers of the Service, which shall apply to the disciplined officers of the Service and which may provide for the following matters—

(a) the investigation of discipline offences and the hearing and determination of disciplinary proceedings;
(b) disciplinary penalties; and
(c) any other related matters.

(2) The following disciplinary penalties, or any combination thereof, may be included in the Disciplinary Code for infringement of the Code issued under sub-paragraph (1)—

(a) dismissal from the Service;
(b) reduction in rank;
(c) confinement for not more than fourteen days in a guard room or restriction to the confines of any camp or other area where a part of the Service is stationed;
(d) fines;
(e) surcharge;
(f) where the offence has occasioned any expense, loss or damage, stoppages of pay or allowances;
(g) extra drills, parades or fatigues;
(h) severe reprimand;
(i) reprimand;
(j) admonition.

3. A Disciplinary Code issued under this paragraph may provide that a disciplined officer of the Service committing a disciplinary offence may be arrested without a warrant by or on the order of an officer senior to him or placed in command over him, who may, if the circumstances so warrant, confine that officer or cause that officer to be confined in a building suitable for the purpose, pending the determination of disciplinary proceedings:

Provided that no person shall be confined for more than five days without a warrant being issued for his arrest.

3. Insubordinate behaviour

(1) A disciplined officer of the Service who—

(a) strikes, or otherwise uses violence on, or threatens violence to or incites any other person to use violence on, an officer senior to or placed in command over him or that other person; or

(b) uses threatening or insubordinate language to an officer senior to or placed in command over him,

shall be guilty of an offence and liable to imprisonment for a term not exceeding one year.

(2) The Director or an officer of or above the rank of Assistant Director of Forests, or the Commandant or an officer above the rank of Senior Superintendent Forest Guard to whom power so to do has been delegated by the Director of Forests, may direct that an offence committed under this paragraph be dealt with under the Code.

4. Desertion and absenteeism

(1) A disciplined officer of the Service who absents himself from duty without leave or just cause for a period of or exceeding twenty-one days shall, unless he proves the contrary, be deemed to have deserted from the force.

(2) A disciplined officer who deserts the Service shall forfeit any pay or allowance due to him, and all rights in respect of any pension, provident fund or any other scheme operated by the Service, and in addition, such member shall be liable to disciplinary action.

(3) No pay or allowance shall be paid to a disciplined officer in respect of any day during which he is absent from duty without leave, unless the Director otherwise directs.

(4) Any disciplined officer who deserts from the Service for a cumulative and successive period of or exceeding twenty-one days shall be guilty of an offence and liable to imprisonment for a period not exceeding six months or a fine not exceeding five thousand shillings or both.

(5) Any disciplined officer who, upon being dismissed from the Service, or who deserts from the Service for a period of twenty-one days and does not surrender the property of the Service or the Government within a period of or
exceeding seven days from the date of dismissal or desertion, shall be guilty of
an offence and liable to imprisonment for one year or a fine not exceeding ten
thousand shillings or both.

5. **Prohibition from joining trade unions**

   (1) No disciplined officer of the Service shall be or become a member of—

   (a) a trade union or any body or association affiliated to a trade union;

   (b) a body or association the objects, or one of the objects of which, is to
   control or influence conditions of employment in a trade or profession;
   or

   (c) a body or association the objects, or one of the objects of which,
   is to control or influence pay, pension or conditions of the Service
   other than a staff association established and regulated by rules or
   regulations made under this Act.

   (2) A disciplined officer of the Service who contravenes subparagraph (1) shall
   be liable to be dismissed from the Service and to forfeit all his rights to pension
   or gratuity.

   (3) If a question arises as to whether a body is a trade union or an association to
   which this paragraph applies, such question shall be referred to the Minister whose
   decision thereon shall be final.

6. **Definition**

   In this Part, **"disciplined officer"** means an officer specified in subparagraph
   (2)(c) of paragraph 1.

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**PART II – OATH OF ALLEGIANCE**

I, ......................... do hereby swear (or do hereby solemnly and sincerely affirm)
that I shall be faithful and bear true allegiance to the President and to the
Republic of Kenya; that I shall at all times, as required and authorized by law, do
my utmost to preserve the peace and prevent offences against the same; and
that I shall, to the best of my skill and knowledge, discharge all the duties of
Forest Guard faithfully according to the law, and that during my tenure in the
Kenya Forest Service, I shall obey all such lawful orders as may be given to me
and shall observe all Acts, Regulations and Orders relating to the Kenya Forests
Service which may from time to time be in force.

(So help me God)

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

*Signature of Declarant*

Personal Number: ............................................................................................

Sworn/affirmed before me ....................................................................................

On the ..............................................................................................................
SECOND SCHEDULE

[Section 12.]

PROVISIONS RELATING TO THE CONDUCT OF BUSINESS AND AFFAIRS OF THE BOARD

1. Tenure of office and conduct of business of the Board

(1) The chairman of the Board shall hold office for a term of three years and shall be eligible for re-appointment for one further term of three years.

(2) Other than ex officio members, a member of the Board shall, subject to the provisions of this section, hold office for a period not exceeding three years on such terms and conditions as may be specified in the instrument of appointment, and shall be eligible for re-appointment for one further term of three years.

(3) The members of the Board shall be appointed at different times so that the respective expiry dates of their terms of office fall at different times.

(4) A member other than the chairman or an ex officio member may—

(a) at any time resign from office by notice in writing to the Minister;

(b) be removed from office by the Minister if the member—

(i) has been absent from three consecutive meetings of the Board without the permission of the chairman; or

(ii) is adjudged bankrupt or enters into a composition scheme or arrangement with his creditors; or

(iii) is convicted of an offence involving fraud or dishonesty; or

(iv) is convicted of a criminal offence and sentenced to imprisonment for a term exceeding six months or to a fine exceeding ten thousand shillings; or

(v) is incapacitated by prolonged physical or mental illness; or

(vi) is found to have acted in a manner prejudicial to the aims and objectives of this Act; or

(vii) fails to comply with the provisions of this Act relating to disclosure; or

(viii) is otherwise unable or unfit to discharge his functions as a member of the Board.

2. Meetings of the Board

(1) The Board shall meet not less than four times in every financial year, and not more than four months shall elapse between the date of one meeting and the date of the next meeting:

Provided that the chairman may call a special meeting of the Board at any time where he deems it expedient for the transaction of the business of the Board.

(2) Other than a special meeting, or unless three-quarters of the members agree, at least fourteen days’ written notice of every meeting of the Board shall be given to every member of the Board by the secretary.
(3) The quorum for the conduct of business of the Board shall be half of the members and unless a unanimous decision is reached, decisions shall be by a majority vote of the members present, and in the case of an equality of votes, the chairman or the person presiding shall have a casting vote.

(4) The chairman shall preside over all meetings of the Board in which he is present, but in his absence, the vice-chairman shall preside, and in his absence the members present shall elect one of their number who shall, with respect to that meeting and the business transacted thereat, have all the powers of the chairman.

(5) At the first meeting of the Board, the members shall elect a vice-chairman, not being a public servant, from among its members.

3. Disclosure of interests

   (1) If a member is directly or indirectly interested in any contract, proposed contract or other matter before the Board and is present at the meeting of the Board at which the contract, proposed contract or matter is the subject of consideration, he shall, at the meeting and as soon as practicable after the commencement thereof, disclose that fact and shall be excluded at the meeting at which the contract, proposed contract or matter is being considered.

   (2) A disclosure of interest made under this section shall be recorded in the minutes of the meeting at which it is made.

4. Board may regulate procedure

   Save as provided in this Schedule, the Board may regulate its own procedure.

THIRD SCHEDULE

[Section 28.]

PROVISIONS AS TO PUBLIC CONSULTATION

(1) Where this Act imposes a requirement for public consultation, the responsible authority shall publish a notice in relation to the proposal—

   (a) in the Gazette;

   (b) in at least two national newspapers;

   (c) in at least one newspaper circulating in the locality to which the proposal relates; and

   (d) in at least one Kenyan radio station broadcasting in that locality.

(2) The notice shall in each case—

   (a) set out a summary of the proposal;

   (b) state the premises at which the details of the proposal may be inspected;

   (c) invite written comments on or objections to the proposal;

   (d) specify the person or body to which any such comments are to be submitted; and
(e) specify a date by which any such comments or objections are required to be received, not being a date earlier than 60 days after publication of the notice.

2. The responsible authority shall make arrangements for the public to obtain copies, at reasonable cost, of documents relating to the proposal which are in the possession of the responsible authority.

3. The responsible authority shall consider—
   (a) any written comments or objections received on or before the date specified under paragraph 1(2)(e); and
   (b) any comments, whether in writing or not, received at any public meeting held in relation to the proposal at which the responsible authority was represented, or pursuant to any other invitation, to comment.

4. The responsible authority shall publish, through the same media as were employed pursuant to paragraph 1, notice of the fact that a copy of the decision in writing of the responsible authority in relation to the proposal, and of the reasons thereof, is available for public inspection at the same premises as were notified under paragraph 1(2)(b).

5. Where rules made under this Act so require, the responsible authority shall cause a public meeting to be held in relation to a proposal before the responsible authority makes its decision on the proposal.
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VESTING OF ASSETS AND TRANSFER OF LIABILITIES

[L.N. 151/2008.]

(a) All the property that was immediately before the commencement of the Act vested in the Government for the use of the Forestry Department shall vest in the Kenya Forest Service; and

(b) all contracts, debts, obligations and liabilities of the Government attributable to the Forest Department immediately before the commencement of the Act shall remain vested in the Government and may be enforced by or against the Government.
FORESTS (PARTICIPATION IN SUSTAINABLE FOREST MANAGEMENT) RULES, 2009

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FORESTS (PARTICIPATION IN SUSTAINABLE FOREST MANAGEMENT) RULES, 2009
[L.N. 165/2009.]

PART I – PRELIMINARY

1. Citation
These Rules may be cited as the Forests (Participation in Sustainable Forest Management) Rules, 2009.

2. Application
These Rules—
(a) shall apply to the participation of the private sector and forest communities in the sustainable management of state forests;
(b) may, with the necessary modifications, be applied by a local authority, with the consent of the Minister responsible for local authorities, to the participation of the private sector and forest communities in the management of local authority forests; and
(c) shall apply to the authorisations issued by the Service in the management of provisional forests declared as such under section 26 of the Act.

3. Interpretation
In these Rules, unless the context otherwise requires—
“authorisation” includes a permit, timber-licence, special-use licence, contract, joint management agreement, concession, community forest management agreement and cultivation-permit;
“community forest management plan” means a plan prepared by a forest association in partnership with the Service to govern implementation of a community forest management agreement;
“concession management plan” means a site-specific management plan prepared by an applicant or holder for a concession;
“contract management plan” means a site-specific management plan prepared by an applicant or holder for a contract;
“cultivation-permit” means an authorisation issued under rule 53;
“forest general guidelines” means administrative guidelines issued from time to time by the Service for effective carrying out of the functions of the Service;
“joint management agreement” means an agreement under rule 26;
“joint management plan” means a site-specific management plan prepared by an applicant or holder in partnership with the Service to govern implementation of a joint management agreement;
“licence management plan” means a site-specific management plan prepared by an applicant for a licence;
“site-specific management plan” includes a concession management plan, contract management plan, joint management plan, or licence management plan prepared pursuant to section 37(3) of the Act and a community forest management plan prepared pursuant to section 46 of the Act.

4. Objective and purpose of the Rules

The objective and purpose of these Rules is to provide for the circumstances under which authorisations may be applied for, granted, varied, cancelled or declined and the manner in which a person granted such authorisation may exercise a right or privilege conferred by the authorisation.

5. Management plan

(1) The Service shall prepare or adopt a management plan covering a period of at least five years in respect of every state forest.

(2) A person who wishes to make an application to the Service for an authorisation under these rules shall prepare a site-specific forest management plan in accordance with guidelines prescribed by the Service.

(3) The Service shall evaluate the site-specific forest management plan submitted under paragraph (2) based on social, economic, environmental and sustainability factors and shall, with or without modification, review and approve the application.

(4) A person authorised under these rules to undertake activities for more than one year shall prepare an operations plan for every year, on which all operations shall be based, and activities shall not commence unless such operations plan has been approved by the Service.

(5) The Service shall evaluate the operations plan prepared under paragraph (4) to ensure that it conforms to the site-specific management plan and to sustainable forest use.

(6) The Service shall not issue an authorization without a site-specific plan in place, except for forest management agreements and permits for minor activities not significantly and irreversibly affecting forest resources.

PART II – PRIVATE SECTOR PARTICIPATION

6. Service to invite private sector

The Service may, whenever circumstances make it necessary or appropriate to do so, invite the private sector to participate in the sustainable management of state forests.

7. Types of agreements for private sector

(1) The Service may issue authorisations for forestry activities for purposes of rule 6 in the form of—

(a) a permit, which may be issued to a person to undertake a specified forestry-related activity or service;

(b) a timber-licence, which may be issued to a person by the Service for timber harvesting in a specified forest area;

(c) a special-use licence, which may be issued to a person to undertake an activity whose primary purpose is to yield public benefit in transportation, communication, energy, research or education;

(d) a contract, which is entered into with a third party for performance of the activities specified in rule 22(2) on behalf of the Service in a forest area for a specified fee;
(e) a joint management agreement, which is an agreement where the Service agrees to enter into partnership with other persons for the joint management of a specified plantation or indigenous forest area, specifying the contribution, rights and obligations of each party and setting out the methods of sharing the costs and benefits accruing from the forest so managed; and

(f) a concession agreement, which is a long term agreement that may be issued by the Service for the management of a specified forest area at a price determined after forest valuation and bidding under these rules.

(2) No authorisation shall be issued in respect of a forest for which there is a pre-existing authorisation, except on terms mutually agreed upon by all the parties involved.

8. Eligibility of applicant

(1) A person shall not be eligible to apply for an authorization under these rules unless that person—

(a) possesses the necessary legal capacity to enter into binding agreements, and has the technical and financial capacity to undertake the forestry activities for which the authorization is sought; and

(b) in the case of a foreign investor, has complied with all the laws for the time being in force relating to investment by foreigners.

(2) In the case of timber-licences, contracts and concessions—

(a) legal capacity includes the competence to enter into contracts which for business entities shall be demonstrated through proof of registration;

(b) technical capacity includes the competence to undertake forestry activities, as demonstrated by employment of technical staff, access to equipment, satisfactory past performance and a record of good compliance with the laws and standards; and

(c) financial capacity includes solvency and ability to conform to good business practices as demonstrated by the applicant’s financial statements for the past three years, where applicable, and tax compliance certificates.

Permits

9. Permits for utilization of forest goods and services

(1) A person who wishes to utilize forest goods or services other than in exercise of a customary right shall make an application to the Service for a permit in the prescribed form.

(2) The Service shall evaluate the application, and may grant the permit if satisfied that the proposed utilization is sustainable.

(3) A permit issued under these Rules shall be in Form 1 set out in the Schedule.

10. Variation or cancellation of permit

(1) The Service may vary or cancel a permit—

(a) on the request of the permit-holder; or

(b) on its own, after giving fourteen days notice to the permit-holder thereof with reasons for such variation or cancellation in writing.

(2) The Service may cancel the permit with immediate effect and without notice where the permit-holder breaches any of the conditions attached to it.
Timber Licences

11. Determination of areas to be offered

(1) The Service shall in every year determine the areas of State forest suitable for private sector harvesting under timber licenses.

(2) The Service shall only issue a timber license for a plantation area identified in the management plan as suitable for commercial harvesting.

12. Content and duration of timber licence

(1) A timber licence issued under these Rules shall be in Form 2 set out in the Schedule.

(2) A timber licence shall be valid for one year from the date of issue.

13. Pre-qualification procedure

(1) The Service shall, once every year, pre-qualify suitable persons for the harvesting of timber in state forests following the procedure set out in this rule.

(2) The Service shall invite applications for pre-qualification by placing a notice—
   (a) at a conspicuous place at the Service Headquarters;
   (b) in two newspapers of national circulation; and
   (c) on the website of the Service, or equivalent electronic means available to the public,

detailing where a person can obtain an application form for pre-qualification, where the completed application form may be submitted, and when submission is due.

(3) An application under paragraph (2) shall be made to the Service and shall—
   (a) specify the name of the applicant, and where the applicant is a business entity, or a forest association, shall be accompanied by the appropriate registration documents;
   (b) present a statement of the applicant’s technical and financial capacity to harvest timber; and
   (c) specify the area where they would be interested in conducting harvests.

(4) The Service may forward applications to the appropriate forest conservation committee for evaluation and recommendations.

14. Consideration of applications

(1) The Service shall consider the recommendations of the forest conservation committee and select an applicant qualified to harvest timber based on technical and financial capacity.

(2) The Service shall issue a pre-qualification certificate to a person pre-qualified under paragraph (1) subject to such terms and conditions as the Service may determine.

(3) Where the Service rejects an application for a pre-qualification certificate, the Service shall within seven days of the decision notify the applicant in writing.

(4) Unless earlier revoked, a certificate of pre-qualification shall be valid for a period of two years from the date of issue.
15. Offering and advertisement

(1) The Service shall, before advertising for bids on a timber license and in compliance with the existing management plan, prepare a draft timber licence and a prospectus containing—

(a) information on the identity and description of the forest area, specifying the boundaries on maps;
(b) an inventory and valuation of the forest resources;
(c) the specific activities to be undertaken in the area;
(d) a reserve price for the timber licence; and
(e) a performance bond reasonably reflecting the commercial value of the timber license.

(2) The Service shall in writing invite interested pre-qualified bidders to submit bids for the timber license and shall publish a notice of the bidding process, at the Service Headquarters, and at the forest stations responsible for the area.

(3) The Service shall make available to an interested pre-qualified bidder, a copy of the notice prepared under paragraph (1).

(4) A pre-qualified bidder may, after notifying the Service, visit the forest area that is subject of the announced bidding.

16. Bidding procedure

(1) A pre-qualified person wishing to bid for a timber license shall purchase the bid documents and submit a bidding package to the Service, consisting of—

(a) a bid of a fixed payment in a sealed envelope;
(b) a proposed licence management plan; and
(c) a bidder’s bond equivalent to two percent of the reserve price, which the bidder shall forfeit in case the Service awards the timber licence to the bidder and the bidder decides not to accept it.

(2) The Service shall, before opening the sealed bids, review the proposed license management plan and inform the bidder of any modifications that may be necessary, at which a bidder may withdraw without forfeiture of the bidder’s bond under paragraph (1).

(3) The Service shall open the sealed bids and read them out in a meeting to which all bidders are invited and the public allowed to attend.

17. Selection of a bidder

(1) The highest bidder above the reserve price shall be awarded the timber license and in case of a tie, the Service shall conduct another round of bidding involving the parties who tied.

(2) If the highest bidder declines the timber-license, it shall be awarded to the next highest bidder above the reserve price.

(3) The Service shall return all bonds and declare no award if there is no bidder above the reserve price.

(4) The Service shall inform any unsuccessful bidder of the results within a period of seven days from the time the bidding is completed.

18. Award of timber licence

(1) The Service shall award the timber licence to the successful bidder.
2. A licensee shall, before commencing any harvesting operations post the performance bond specified under rule 15, to cover any damage which might be incurred.

3. The Service may, at the request of the licensee, divide the harvest area into units and divide the bid price among the units.

4. A licensee shall, before commencing harvest in a particular unit, pay the Service the bid price assigned to such unit.

19. Monitoring and evaluation of licensee

The Service shall periodically monitor the operations of the licensee.

20. Non-transferability

A timber licence shall not be transferable.

Special-Use Licence

21. Content and procedure in grant of special-use licence

1. A person who wishes to undertake an activity inside a state forest whose primary purpose is to benefit the public in transportation, communication, energy, water supply, research and education or such other purpose as the Service may approve, may apply to the Service in writing for a special-use licence.

2. The Service shall evaluate an application received under paragraph (1) and may, after completion of any environmental impact assessment required under the law, issue a special-use licence if satisfied that the proposed activity is in the public interest.

3. A special-use licence shall be in Form 3 set out in the Schedule.

4. The Service may vary, suspend or cancel a special-use license—
   
   (a) on the request of the holder upon completion of the activity, or for any other cause; or
   
   (b) on its own after giving fourteen days notice to the holder with reasons for such variation, suspension or cancellation:

   Provided that the Service may cancel the special-use licence with immediate effect where the holder breaches any of the conditions attached to the licence.

Contracts

22. Procedure in the grant of contracts

1. The Service may, whenever it deems it appropriate to do so, enter into a contract with a suitably qualified person for the performance of a specified activity on its behalf within a State forest which is under its control.

2. The activities referred to in paragraph (1) shall be those set out in the management plan, and shall include—
   
   (a) raising of seedlings;
   
   (b) tree planting;
   
   (c) silviculture;
   
   (d) forest management and protection;
   
   (e) preparation and review of management plans;
   
   (f) resource assessment and valuation;
   
   (g) road construction;
(h) construction of buildings;
(i) general improvement of infrastructure;
(j) logging; and
(k) other similar activities within the responsibility of the Service.

(3) The Service shall consider an offer made under this rule, and subject to the procurement law where appropriate, accept the lowest offer for the performance of a specified activity.

(4) The Service shall prepare a contract management plan containing details of the contract period, specific activities to be undertaken, the output expected, the expected standard of performance and such other matters as the Service may deem necessary.

(5) A contract that involves logging shall not grant the contract holder title to the felled timber for off-site use or disposal.

Joint Management Agreements

23. Main features

(1) The Service may enter into a joint management agreement in the management of state forests.

(2) The primary purpose of a joint management agreement is to conserve the forest and allow non-consumptive uses. However, an agreement may also allow limited consumptive use of forest resources if sustainable.

(3) A joint management agreement—
(a) shall be between the Service and a professional association, an educational institution, a research institution, a co-operative society, a forest association, a government agency, or a non-governmental organisation;
(b) may apply to state plantation or indigenous forests; and
(c) shall be non-transferable.

24. Procedure in the grant of a joint management agreement

(1) The Service shall, before entering into a joint management agreement—
(a) identify, delineate and describe the forest area for possible joint management;
(b) conduct an inventory and valuation of the forest resources therein to support the preparation of the joint management plan; and
(c) invite applications from interested persons by placing a notice on the availability of the area for joint management—
(i) in two newspapers of local circulation near the forest area;
(ii) at the Service Headquarters;
(iii) at the forest station where the forest is located; and
(iv) in such other place as may be suitable to bring the notice to the attention of the local community.

(2) A person interested in forest management shall submit an application to the Service through the forest conservation committee responsible for that area within three months from the date of the notice.

(3) An application under paragraph (2) shall be accompanied by—
(i) a statement of the applicant’s technical and financial capability; and
(ii) a proposed joint management plan prepared in accordance with the guidelines set by the Service.

25. Evaluation of the application

(1) The forest conservation committee shall evaluate an application and submit its comments and recommendations on the qualifications of the applicant to the Service within a period of one month from the date of expiry of the period specified under paragraph (2).

(2) The Service shall evaluate an applicant on the basis of technical and financial capacity, and invite a qualified applicant to present a proposal for the management of the forest at a public hearing held by the Service.

(3) The Service shall, after the evaluation and hearing under paragraph (2), select the most suitable applicant or, if pooling applications would lead to a stronger proposal, the most suitable coalition of applicants.

(4) The Service shall facilitate the formation of a joint management team composed of representatives from the Service and from the selected joint managers to negotiate the creation of a joint management agreement and oversee its implementation.

(5) The Service shall sign the agreement with the selected joint managers after successful negotiation under paragraph (4).

(6) The Service shall in writing inform all unsuccessful applicants within fourteen days from the date of the conclusion of the process under this rule.

26. Joint management agreement

(1) A joint management agreement shall be in Form 4 set out in the Schedule.

(2) A joint management agreement shall be valid for ten years, and shall not be renewable for more than two terms.

Concession Agreements

27. Determination of areas to be offered

(1) The Service shall from time to time determine the areas of state forest suitable for management under concessions.

(2) The Service shall issue concessions for areas identified as suitable for long-term private-sector management in the relevant management plans of the Service.

28. Content of concession agreement and duration

(1) The Service shall prepare a model concession agreement which shall specify—

(a) the name of the concession holder;
(b) the land involved and the activities to be carried out under the concession;
(c) the duration of the concession;
(d) the charges payable to the Service including any fees in addition to the annual fees set by bidding, which shall be reviewed every year;
(e) a requirement to comply with applicable environmental standards, including forest general guidelines and laws relating to environmental impact assessment;
(f) the mechanism for settlement of disputes arising with respect to the concession;
(g) monitoring and evaluation procedures;
(h) the obligations of the concession holder by way of social responsibility to ensure equity for the local community; and
(i) any other terms and conditions applicable to the concession.

(2) The maximum duration of a concession shall be thirty years, which may be renewed once subject to rule 38.

29. Pre-qualification

(1) The Service shall at least once a year offer a person an opportunity to pre-qualify for bidding on concession agreements following the procedure set out in this rule.

(2) The Service may, before inviting a person to pre-qualify, establish classes of concessions, including but not limited to eco-tourism or large-scale plantation management.

(3) The Service shall invite applications for pre-qualification by placing an advertisement—
   (a) at a conspicuous place at the Service Headquarters;
   (b) in two newspapers of national circulation;
   (c) on the website of the Service, or equivalent electronic means available to the public; and
   (d) in such other place as may be suitable for bringing it to the attention of the local communities where the forest is located.

(4) The advertisement shall specify—
   (a) where a person can obtain an application form for pre-qualification;
   (b) what classes of concessions are open for pre-qualification; and
   (c) where the completed application forms may be submitted, and when the application forms are due for submission.

(5) An application for pre-qualification under paragraph (3) shall be made to the Service in writing and shall—
   (a) specify the name of the applicant, and where the applicant is a business entity, or a forest association, be accompanied by the appropriate registration documents;
   (b) specify the class or classes of concession for which the application is made; and
   (c) be accompanied by a statement of the applicant’s technical and financial capacity to undertake long-term forest management activities.

(6) The Service shall submit all applications to the appropriate forest conservation committee for evaluation and recommendation.

30. Consideration of an application

(1) The Service shall consider the recommendations of the forest conservation committee and select a qualified person based on technical and financial capacity.

(2) The Service shall issue a pre-qualification certificate, to a person pre-qualified under paragraph (1), subject to such terms and conditions as it may determine.

(3) Where the Service rejects an application for pre-qualification, it shall, within seven days of the decision, notify the applicant in writing.

(4) Unless earlier revoked by the Service for just cause, a certificate of pre-qualification shall be valid for a period of five years from the date of issue.
(5) Pre-qualified bidders shall inform the Service the areas in which they are interested in conducting concessions.

31. Offering and advertisement

(1) The Service shall, before advertising for bids on a concession—
   (a) ensure that offering the concession is consistent with the applicable strategic management plan;
   (b) hold consultations with the local communities; and
   (c) specify the activities to be undertaken in the area.

(2) The Service shall prepare a draft concession agreement in accordance with rule 28 and a prospectus containing—
   (a) the identity and description the forest area, specifying the boundaries on maps;
   (b) an inventory and valuation of the forest resources;
   (c) specific mode, terms and conditions of the payment;
   (d) a reserve price for the concession; and
   (e) a performance bond reasonably reflecting the concession’s commercial value.

(3) The Service shall in writing invite interested pre-qualified bidders to submit bids for the concession and shall publish a notice of the bidding process, at the Forest Service Headquarters, and at the forest stations responsible for the area.

(4) The Service shall make available a copy of the prospectus prepared under paragraph (2) to a person who requests it.

(5) A pre-qualified bidder may, after notifying the Service, visit the forest area subject of the concession.

32. Concession bidding procedure

(1) A person wishing to bid for a concession agreement under rule 29 shall purchase the bid documents and submit to the Service an expression of interest consisting of a proposed concession management plan.

(2) The Service shall, in consultation with the forest conservation committee of the concession area, review the proposed concession management plans and, within forty-five days after the bid submission deadline, either withdraw the concession for lack of sufficient bidder interest or inform each bidder of any modifications that may be necessary to the plan of the bidder of the concession management agreement.

(3) A pre-qualified bidder shall, within fifteen days after receiving the results of the Service’s review of the proposed concession management plan, modify the plan if required to do so and submit a bidding package consisting of—
   (a) a bid in a sealed envelope; and
   (b) a bidder’s bond equivalent to two percent of the reserve price, which the bidder shall forfeit in case the Service awards the concession and the bidder declines to accept it.

(4) The Service shall open the sealed bids and read them out in a meeting to which all bidders are invited and the public is allowed to attend.
33. Consideration of the bids

(1) The concession shall be awarded to the highest bidder above the reserve price and in case of a tie; the Service shall conduct another round of bidding involving the tied parties.

(2) If the highest bidder refuses the concession, it shall be awarded to the next highest bidder above the reserve price.

(3) If no bidder is above the reserve price, the Service shall return all bonds and declare no award.

(4) The Service shall inform all unsuccessful bidders the results of the bidding within a period of seven days from the time the bidding is completed.

34. Announcement of intention to award

(1) The Service shall publish its intention to award the concession to the successful bidder in two daily newspapers of national circulation at least thirty days before the concession is to be signed.

(2) The Service shall hear and consider all presentations and objections that may be raised in a process of public consultation.

(3) The Service shall, based on the consultation made under paragraph (2)—
   (a) disqualify the bidder based on evidence of improper, misleading, or no longer valid representations by the bidder who pre-qualified or qualified for the concession; or
   (b) award the concession under rule 31 with an appropriate modification in the draft concession agreement to accommodate concerns expressed in the consultation, however the modification may not lower the annual bid or materially increase the value of the agreement to the winning bidder; or
   (c) withdraw the concession and make no award, with the option of restarting the process of soliciting bids using a new draft concessions agreement; or
   (d) award the concession under rule 35 following the terms of the draft concession agreement.

(4) If a bidder is disqualified under paragraph (3), the Service shall select the next highest bidder eligible for the award, and it shall then hold new consultations under this rule.

(5) If the Service makes a minor modification to the concession agreement under paragraph (2)(b), the bidder may opt to withdraw the bid, in which case—
   (a) the Service shall return the bidder’s bond; and
   (b) the Service may either—
   (i) choose the next highest eligible bid and hold new consultations under this rule; or
   (ii) withdraw the concession and re-offer it in modified form.

35. Award of concession

(1) The Service shall, after the public consultations specified in rule 34, award the concession to the successful bidder.

(2) The concession holder shall, before commencing operations—
   (a) post the performance bond, as set under rule 36, to cover any damage which might be incurred; and
   (b) pay the Service the bid price as set in the concession agreement.
(3) The performance bond under paragraph (2) shall be reviewed annually to take into account inflation.

36. Performance bond

(1) The Service may draw a performance bond against a concession holder to recover unpaid annual fees or to cover damages to the forest caused by the concession holder or the agent of the concession holder.

(2) The Service shall require the concession holder to make up the difference when it draws upon the bond under paragraph (1).

(3) The Service shall return the remainder of the bond within six months after the expiry of the concession agreement, unless the agreement is renewed.

(4) If the winning bidder fails to—
   (a) pay the initial bid amount;
   (b) post the performance bond; or
   (c) sign the agreement,
within sixty days after a request by the Service, the Service shall collect the bidder’s bond posted under rule 32(3)(b), and either—
   (a) select the highest of the remaining bidders above the reserve price; or
   (b) reject all remaining bids with the option of restarting the process, and invite all pre-qualified applicants to re-submit bids.

(5) After the completion of the award process as described in this rule, the Service shall return the bidder’s bond of the unsuccessful bidders.

37. Review and evaluation

(1) A concession holder shall revise and submit to the Service a concession management plan at least once every five years.

(2) The Service shall review the concession management plan and may require such modifications as may be necessary from time to time in compliance with these Rules.

(3) A concession holder shall prepare and submit an annual operations plan to the Service.

(4) The Service shall review the annual operations plan and require such modifications, if any, as may be necessary to meet the requirements of the existing management plan and the concession agreement.

(5) A concession holder shall only undertake activities consistent with the applicable management plans, except in cases where an emergency action is required because of imminent danger to human life or property.

(6) The Service shall undertake a comprehensive evaluation of the management of the concession area once in every five years.

38. Evaluation and renewal

(1) The Service shall, at least three years before the concession agreement expires, begin a comprehensive evaluation, including public consultation, of the activities of the concession holder under the agreement.

(2) The Service may, if the concession holder has carried out a sustainable management of the forest, negotiate a renewal of the concession at an adjusted fee greater than the original annual fee to cover inflation.
39. Employment of professional foresters

Where the activities under a concession agreement are forestry activities, the concession holder shall employ professional foresters registered by the Forest Society of Kenya to assist in the management of the forest.

40. Transferability

A concession agreement may, with the approval of the Service, be transferred to a third party only if—

(a) the transferee has been in existence for at least six years;
(b) the transferee is pre-qualified under these rules to apply for a concession; and
(c) the transfer is not being done for the purposes of speculation.

PART III – COMMUNITY PARTICIPATION

41. Service to invite community participation

The Service may, whenever circumstances make it necessary or appropriate to do so, invite forest associations to participate in the sustainable management of state forests.

42. Types of agreements for community participation

The Service may issue authorizations for community participation for purposes of rule 41 in the form of—

(a) a community forest management agreement which shall be issued to a forest association to undertake community forestry activities; and
(b) a cultivation-permit which shall be issued to members of a forest association to undertake non-resident cultivation.

PART IV – COMMUNITY FOREST MANAGEMENT AGREEMENTS

43. Forest management agreements

(1) The Service may enter into a community forest management agreement with a forest association wishing to conserve and utilize a forest for purposes of livelihood, cultural or religious practices.

(2) A community forest management agreement shall be in Form 5 as set out in the Schedule to these Rules.

44. Management unit

(1) For purposes of community participation, the management unit for a forest shall comprise—

(a) the forest area under the jurisdiction of one forest station; or
(b) where geographical factors make separation of the unit into blocks more practical, individual forest blocks within the jurisdiction of one forest station.

(2) Each management unit shall be under a separate forest association, and the Service may decide whether the parties shall develop individual community management plans for each management unit or combined community management plans covering more than one unit.

(3) Where more than one forest association makes an application in respect of the same management unit, the Service shall encourage them to consolidate themselves into one association for purposes of the application.
(4) In cases where forest associations fail or refuse to consolidate into one, the Service may conclude an agreement with the forest association which—
   (a) has the capacity to implement the activities set out in the community management plan; and
   (b) is most representative of the interests of the wider forest community.

45. Procedure for entering into a community forest management agreement

(1) The Service and the forest community shall, before entering into a community forest management agreement—
   (a) identify the forest area proposed to be the subject of the agreement and its resources;
   (b) assess the method in which the forest community utilises the forest and the impact of such method; and
   (c) facilitate the formation of forest associations based on existing community structures.

(2) Once a forest association is formed, the Service and the forest association shall—
   (a) facilitate the preparation or adoption of a community forest management plan in respect of the forest area; and
   (b) negotiate, draft and sign a community forest management agreement in respect of the forest area.

(3) The Service shall apply the Participatory Forest Management Guidelines in the implementation of community participation in forest management.

(4) The Service shall, in consultation with the stakeholders, from time to time review and revise the guidelines specified under paragraph (3).

46. Forest-level management committee

The Service shall initiate the formation of a forest-level management committee consisting of—
   (a) representatives from the Service;
   (b) representatives from the forest association; and
   (c) other stakeholders in the area,

   to assist the forest association in the implementation of the community forest management agreement.

47. Monitoring of implementation

(1) The Service shall monitor and evaluate the implementation of the community forest management plan.

(2) The forest association shall review the findings made under paragraph (1) and together with the Service, may revise or alter the community forest management plan based on the findings.

48. Technical assistance from the Service

The Service shall provide technical assistance and capacity building to a forest association so as to empower it to perform its functions under these rules.
49. Commercial activities

(1) Where a forest association, in implementing a community forest management agreement, engages in commercial activities, the association shall comply with all the laws for the time being in force for the regulation of such activities.

(2) Any violation of laws under paragraph (1) shall be deemed to be a breach of the community forest management agreement.

Non-Resident Cultivation

50. Agreement with forest association

(1) The Service may enter into a written agreement with a forest association to allow its members to engage in non-resident cultivation in adjacent forest areas.

(2) The Service shall only allow non-resident cultivation in areas intended for the establishment of industrial plantations.

51. Zoning of forest areas

(1) The Service shall for the purposes of Rule 50—

(a) identify and zone off the forest areas available for such cultivation;

(b) demarcate individual plots, which shall be of a minimum size of one quarter hectare and of a maximum size set by the Service based on local conditions; and

(c) prepare a sketch map of all the plots, and display it prominently at the forest station responsible for the forest area.

(2) The Service may open up new areas for cultivation in accordance with the approved planting programmes.

52. Where plots may not be allocated

The Service shall not allocate a plot—

(a) within an important water catchment area or a source of a spring;

(b) on a slope exceeding thirty percent inclination;

(c) within thirty metres on either side of a river course or wetland, spring or other water source; or

(d) in a firebreak, road reserve, natural glade, natural forest area and an area under mature plantation.

53. Allocation of plots

(1) The Service shall allocate a plot using a balloting system organised through the forest association.

(2) A person allocated a plot under paragraph (1) shall be issued with a cultivation-permit, in Form 6 as set out in the Schedule to these Rules.

(3) The Service and the forest association shall ensure that the method of allocation gives preference to the poor and vulnerable members of the community.

54. Conditions for permits

(1) A holder of a cultivation-permit issued under rule 53 shall be subject to the following conditions—

(a) plant only annual crops approved by the Service;
(b) render assistance to the Service upon request in—
   (i) beating up or replanting, whichever may be appropriate, in cases of low survival rate of seedlings;
   (ii) controlling illegal forest activities; and
   (iii) preventing or fighting forest fires;
(c) not lease, sublet or sell the allocated plot;
(d) use only hand tools for land preparation; and
(e) not erect any structure on the plot allocated, except, with written permission from the Service, in areas with high incidences of game damage.

(2) A holder of a cultivation permit shall pay the annual rental fees upon allocation of the plot and subsequently after every twelve months.

(3) A person who breaches the conditions of a cultivation-permit shall be guilty of an offence under the Act, and the Service shall withdraw the permit forthwith.

55. Period of cultivation

(1) The holder of a cultivation permit shall vacate the plot to which the cultivation permit relates after a period of three years.

(2) The Service shall not be under any obligation to allocate another plot to a holder of cultivation permit after the cultivation-permit issued to the holder has expired.

56. Planting of seedlings

The planting of tree seedlings shall be done after the completion of one crop season, and the holder of the cultivation permit shall not interfere with the growth or development of the seedlings or trees.

57. Monitoring by forest association

The forest association shall assist the Service in the monitoring of the activities of permit-holders and shall ensure that none of its members or agents takes any action which harms the planted seedlings.

58. Operational guidelines

(1) The Service shall, before issuing a cultivation-permit, issue a comprehensive operational guideline for the implementation of non-resident cultivation.

(2) The Service may from time to time revise the guidelines.

PART IV – GENERAL PROVISIONS

59. Transitional provisions

(1) For an authorisation other than a concession applied for within five years of the commencement of these Rules, where there is no management plan governing the area of an application, the Service shall evaluate the site-specific management plan based on whether it is consistent with sustainable management of resources.

(2) Where there is no forest conservation committee in a forest conservancy area, an application made under these Rules shall be evaluated by the Service.

60. Verification of various existing authorizations

(1) A person who holds an authorisation issued prior to coming into effect of these Rules shall, submit a copy to the Service within a period of twelve months from the date of commencement of these Rules for verification and confirmation.
(2) The Service shall, within one month after the commencement of these Rules, notify, by appropriate means, the person referred to in paragraph (1).

(3) Failure to submit an authorisation as required under paragraph (1) may be used by the Service as a ground for the revocation, amendment or cancellation of the authorisation.

61. Forms and documents under these rules

An application or authorisation under these Rules shall be in the form prescribed in the schedule.

62. Fees

(1) Where these Rules call for the Service to charge fees and do not set those fees by public bidding, the Service shall, by notice in *Gazette*, publish a schedule of the fees or an objective formula for calculating such fees.

(2) The Service shall from time to time review and revise the fees payable under these Rules.

(3) The fees payable under these Rules shall be subject to the approval of the Board.

(4) In this Rule, “fees” includes royalties and other charges payable to the Service.

63. Applicable law

The provisions of the Public Procurement and Disposal Act and the principles of the law of contract shall apply to the procedure for the award of a licence, contract and concession under these Rules.

64. Repeat advertisement

Where no suitable applicant is found after advertising for the issuance of an authorisation, the Service may repeat the advertisement in the same or different terms.

65. Registers

The Service shall maintain a register of all authorizations issued under these Rules, and a member of the public may inspect it or obtain a copy or an excerpt during working hours, upon payment of such fees as may be prescribed.

66. Compliance with other laws

These rules shall not exempt a person authorised pursuant to these rules from the requirements of the any written law governing environmental matters or other written law.

67. Liability under other laws

The suspension or cancellation of an authorization shall not exempt the holder or where the holder is a body corporate, its Board of Directors or officers, from liability under the Act or any other written law.

68. Forest to remain property of State

(1) A forest which is the subject of an authorisation under these Rules shall be and remain the property of the State.

(2) The rights to the land and underlying minerals or other resources shall not be deemed to be transferred to any person who is a holder of an authorisation or party to an agreement under these Rules.
69. Appeals

A person who is aggrieved by the decision of the Service with respect to an application for an authorisation or the action of the Service with respect thereto may appeal to Appeals Tribunal under Environmental Management and Coordination Act.

SCHEDULE

FORM 1

KENYA FOREST SERVICE

PERMIT

To .................................................. Date ................. 20 ...........

Station ..............................................

Permission is hereby granted to you for exercise of the following rights/removal of the following forest products:

<table>
<thead>
<tr>
<th>Description of Forest Product/Service</th>
<th>Price</th>
<th>Total</th>
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<td><strong>Grand Total</strong></td>
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Signed: .............................................

Authorized Forest Officer

FORM 2

KENYA FOREST SERVICE

TIMBER LICENCE

1. PARTIES

This licence is made this ........................................... day of ........................................... 20 ...........

between the Kenya Forest Service of P.O. BOX ............................................. Nairobi (“the Service”) and ................................................................. of

F11 - 71 [Issue 1]
SCHEDULE—continued

P.O. BOX .................................. bearer of pre-qualification certificate number .................................. ("the licensee"). The Service and the licensee are jointly referred to as "the parties".

2. OBJECTIVES AND PURPOSE
   (a) The Service grants this licence to the licensee for the sole purpose of harvesting timber in Sub-Compartment .................................. at .................................. Forest Station in .................................. Forest Division ("the forest area").
   (b) The forest area(s) measures .................................. hectares comprising of .................................. species and its boundaries are better described as an annex to this form.
   (c) This annex forms an integral part of this licence.

3. TRANSFERABILITY
   This licence is not transferable.

4. DURATION
   This licence is for a period of .................................. from the date of issue ("the licence period").

5. AUTHORISED ACTIVITIES
   (a) The licensee shall carry out only those activities outlined in this licence.
   (b) The licensee shall comply with the provisions of the Forests Act and any rules made there under and also with the terms and conditions of this licence.
   (c) The Service may cancel this license should the licensee commit any breach of the Forests Act or of any rules made there under or of the terms, obligations and conditions of this licence.

6. BASIC WARRANTIES OF THE LICENSEE
   (a) The licensee is duly incorporated or registered or validly existing and in good standing.
   (b) The licensee shall retain its power, ability and competence in carrying out the rights and obligations under this agreement.

7. RIGHTS OF THE SERVICE
   (a) This licence is subject to the provisions of the Forests Act.
   (b) The Service allows harvest of coupes or trees under this license on an "as-is-where-is" basis and offers no warranty or guarantee as to the conditions of the trees.

8. RIGHTS OF THE LICENSEE
   (a) The licensee has the exclusive right to harvest the coupe or trees under this licence.
   (b) The licensee, its servants, employees and agents may enter the forest area for the purposes of carrying out activities to fulfill the requirements of this licence.

9. OBLIGATIONS OF THE SERVICE
   (a) The Service shall permit the licensee, its servants, employees and agents access to the forest area using a designated path, road or route for the purposes of carrying out activities to fulfill the requirements of this licence.
   (b) The Service shall periodically monitor the operations of the licensee.

10. OBLIGATIONS OF THE LICENSEE
    (a) The licensee shall cut all trees or coupes and within the duration required under this licence.
    (b) The licensee is responsible for the acts of his agents or employees in the forest area.
    (c) The licensee shall supply the Service a nominal roll of employees, agents and servants giving registration number and any other details required by the Service. The licensee shall supply the roll at the commencement of the licence period and monthly thereafter. The licensee may not employ more than persons during any one month on work to be carried out.
SCHEDULE—continued

(d) All equipment which may be used for logging operations shall be removed from the forest area not more than thirty days after the date on which the licence expires or has been cancelled. Should the licensee fail to comply with this condition all claim to such equipment shall be forfeited which then shall be deemed to be the property of the Service and may be disposed of in such manner as the Director of the Service may deem fit.

(e) (i) The licensee may use only such roads on the forest area as are approved by the Service. The Service may prohibit the use of such roads at any time and may also specify the type of vehicle to be used on them.

(ii) The Service may require the licensee to repair to the Service's satisfaction, any damage caused to roads and bridges in the forest area of the licensee, agents, servants or employees.

(iii) The licensee must ensure that no road, track, footpath, watercourse or stream is obstructed as a result of its operations.

(f) (i) The licensee must ensure that his operations do not pollute any stream, water body or wetland and it must take such actions as may be required by the Service to prevent such pollution.

(ii) The licensee must ensure also that his operations do not directly affect the amount of flow of any stream or watercourse.

(iii) The licensee shall observe the provisions of the Water Act.

(iv) The licensee shall comply with the applicable environmental standards, including laws relating to environmental impact assessment.

(v) The licensee shall honor any customary rights existing in the forest area.

(vi) The licensee shall protect other forest resources in the forest area.

(g) The licensee must ensure that his operations do not cause soil erosion and must take such action as may be required by the Service to prevent or cure soil erosion.

(h) The licensee, its employees, servants or agents shall extinguish any fire that may occur in or near its forest area.

(i) The licensee, its employees, servants or agents shall give assistance to the Service, if required, in preventing, reporting, apprehending and prosecuting offenders under the Forests Act.

(j) The licensee shall not cut forest produce unless the Service has marked the produce for that purpose or has given written authority for cutting in a coupe demarcated on the ground. If the licensee cuts any other forest produce, the licensee shall pay the Service the market value of the unprocessed forest produce, delivered to the mill or market, multiplied by three.

(k) The Licensee must fell and cross-cut all trees by saw, axes being used only to obtain felling direction and to trim branches from the trees. All trees must be felled close as possible to ground level. All trees must be cross-cut to give the maximum length of log down to a diameter of centimeters. The Service may measure timber wasted by leaving high stumps or by incorrect cross-cutting and the licensee shall pay for that wasted timber at double the royalty rate.

(l) The licensee shall pay compensation for any damage done to standing trees due to faulty felling and extraction or due to any other cause occasioned by carelessness or negligence. The Service shall calculate compensation based on the estimated volume of the damaged tree or trees at the market value. The damaged tree or trees remain the property of the Service.

(m) The licensee shall not remove forest produce from the forest area until the Service has measured where necessary, the forest produce, marked it with a marking hammer where necessary, and collected the appropriate fee in full in accordance with the Timber Act (Cap. 366) Laws of Kenya.

(n) All forest produce not removed within thirty days after the expiry of the licence period or after the termination of the licence are the property of the Service and the Service shall dispose of the forest produce as it deems fit.

(o) The Director of the Service shall appoint an appropriate officer of the Service to represent the Service in implementing the provisions of this licence in the forest area.
SCHEDULE—continued

11. FEES, TAXES, LEVIES, CHARGES AND BID PRICES
   (a) The licensee undertakes to pay such fees, charges or bid prices as prescribed under the
       Forests Act and regulations and as follows—
       (i) ..............................................................................................................
       (ii) ..............................................................................................................
       (iii) .............................................................................................................. etc.
   (b) The licensee shall be responsible to pay salaries and emoluments to its employees, agents
       and servants that it may engage for the implementation of this licence.
   (c) Nothing under this licence exempts the licensee from paying taxes required under the laws
       of Kenya.

12. INDEMNITY, RISK AND LIABILITY
   (a) The licensee shall indemnify the Service against all losses claims demands actions
       proceedings damages costs or expenses or other liability arising in any way from this
       licence or any breach of any of the obligations on the part of the licensee contained in this
       licence or the exercise or purported exercise of the rights given herein.
   (b) The licensee shall ensure that its employees, servants and agents take precaution and
       other necessary measures to protect themselves against risks such harm from wildlife,
       fires, rivers, falling trees and other objects associated with the license and the forest area.
   (c) In this regard, the Service shall not be liable for any injury, loss or damage occurring to the
       licensee its members, employees, servants, agents, goods or equipment.

13. DISPUTE RESOLUTION
   (a) Where the licensee is aggrieved by the decision of the Service, it may within thirty days
       after being notified of the decision, appeal to the Board of the Service against the decision.
   (b) In the event of either of the parties being dissatisfied thereafter, the dissatisfied party may
       submit the dispute for arbitration, in accordance with the Arbitration Act, 1995 (No. 4 of
   (c) The cost of arbitration shall be borne equally by both parties.
   (d) The arbitration shall take place at the headquarters of the forest conservancy area where
       the forest area is situated.

14. TERMINATION AND WITHDRAWAL OF LICENCE
   (a) The Service may terminate or withdraw this licence where the licensee breaches its terms
       or conditions.
   (b) Where the Service intends to terminate or withdraw the licence it shall give the licensee
       thirty days' notice to show cause why the licence should not be terminated or so withdrawn.
       During this period the licence shall be suspended.

SEALED with the common seal of the ....................................................
KENYA FOREST SERVICE ..............................................................
In the presence of .............................................................

Director .............................................................

Witnessed by .............................................................

SIGNED for and on behalf of the ....................................................
LICENSEE .............................................................
In the presence of .............................................................

.................................
SCHEDULE—continued

ANNEX

<table>
<thead>
<tr>
<th>No.</th>
<th>Forest Division</th>
<th>Forest Station</th>
<th>Sub-compartment</th>
<th>Lot</th>
<th>Area (Ha)</th>
<th>Volume (M3)</th>
<th>Species</th>
<th>Remarks</th>
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FORM 3

KENYA FOREST SERVICE

SPECIAL-USE LICENCE

1. PARTIES
   This licence MADE between the Kenya Forest Service (hereinafter "the Service") of ............
P.O. BOX ............................................ Nairobi and ........................................ of P.O. BOX
............................................................. (hereinafter "the licensee"). The Service and the Licensor are
jointly referred to as "the parties".

2. OBJECTIVES AND PURPOSE
   (a) This licence is issued to the licensee for the purposes of permitting the licensee to
       undertake the activities listed in Annex 1 to this Form hereto in Sub-compartment ............
in the ............................................ Forest Block located at .............................................
Forest Station in ............................................. Forest Division ("the Forest Area").
   (b) This special use licence is issued pursuant to the determination by the Service that the
       primary purposes of those activities listed in the Annex 1 to this Form are in the public
       interest.
   (c) The forest area in which the activity will be carried out by the parties shall comprise ............
       ............................................. (in words) hectares and its boundaries are better described
       in the Annex 2 to this Schedule.
   (d) These Annexes form an integral part of this licence.

3. TRANSFERABILITY
   (a) This licence shall not be transferable.
   (b) This licence may be assigned only with the written approval of the Service.
   (c) The Service shall not approve an assignment of this licence which would depart from the
       main objectives and purpose set out in this licence.
   (d) The licence is liable for all the activities, acts and omissions of the assignees of its rights
       under this licence.
   (e) This licence does not give the licensee exclusive possession of the forest area or any part
       thereof and does not create nor is it intended to create a lease or tenancy in any way
       whatsoever.

4. DURATION
   This licence shall be for a term of ........................................ years from the date of issue.
5. FEES AND OTHER CHARGES

(a) The licensee shall make payment as follows—

(i) Licence fees

(ii) Annual fees

(iii) Any other fees as determined by the Service

(b) The licence fees shall be paid immediately prior to the issue of this licence.

(c) The annual fees and any other fees shall be paid within thirty (30) days of being due and failure to pay such fees shall render this licence void.

(d) The Service shall review the annual fees payable by the licensee and where this occurs the licensee shall be informed in writing.

6. BASIC WARRANTIES OF THE SERVICE

(a) The forest area is a state forest.

(b) At the time of making this licence, the property rights attached to the forest area consist of the easements, rights of way, servitudes, mineral rights, any customary rights established under section 22 of the Forests Act, 2005 or other claims of record and the Government's own right of ownership.

7. BASIC WARRANTIES OF THE LICENSEE

(a) The licensee is duly incorporated or registered or validly existing and in good standing.

(b) The licensee shall retain its power, ability and competence in carrying out its rights and obligations under this licence.

8. RIGHTS OF THE SERVICE

(a) This licence is subject to the Forests Act.

(b) The Service shall have the right to inspect records kept by the licensee.

9. RIGHTS OF THE LICENSEE

(a) The licensee has a right to carry out those activities listed in Annex 1 to this licence.

(b) The licensee, its servants, employees and agents shall have the right to enter the forest area for the purposes of carrying out the activities to fulfill the requirements of this licence.

10. OBLIGATIONS OF THE SERVICE

The Service shall allow access to the forest area of the licensee, its servants, employees and agents using a designated route, road or path for the purposes of carrying out activities to fulfill the requirements of this licence.

11. OBLIGATIONS OF THE LICENSEE

(a) The licensee shall—

(i) ensure that its employees, servants and agents take precaution and other necessary measures to protect themselves against risks and harm from wildlife, fires, rivers, falling trees and other objects, risks and harms in the forest and in the event of such events occurring shall not hold the Service liable.

(ii) protect sacred groves and protected trees.

(iii) assist the Service in enforcing the provisions of the Forests Act and any rules and regulations made pursuant thereto, in particular in relation to illegal harvesting of forest produce and hunting of game.

(iv) inform the Service if the licensee becomes aware of any developments, changes and occurrences within the forest which are critical for the conservation of biodiversity.

(v) take precautions against fire, and where it occurs take all necessary measures to put out the fire.

(vi) take precautions against destruction of trees and other forest resources and produce and where it occurs report to the Service.

(vii) do any other act that is necessary for the efficient conservation and management of the forest.
SCHEDULE—continued

(viii) use the forest area in a manner consistent with the approved management plan.

(ix) keep written records of all activities conducted in the forest area and preserve such records for at least six years from when first written or for duration of this licence, whichever is longer.

(x) obtain and maintain at its own cost all other necessary consents, licences and approvals from the relevant authorities for its permitted use.

(xi) pay to the Service the licence fees, annual fee and other fees and levies when due for the duration of the licence.

(xii) not do or permit any act that would interfere with the work of the Service.

(xiii) not pollute, damage, or disturb land or water, except with permission of the Service or other appropriate agency of the Government of Kenya.

(xiv) not cause or permit a nuisance or trespass, whether on lands of the Service or lands owned or occupied by others.

(xv) not interfere with the use of the land by the Service or any other person authorized by the Service.

(xvi) remove all equipment from the site and the land within thirty days of termination of this licence.

(xvii) observe all the Service’s security, access and other rules, regulations, procedures and reasonable instructions that may from time to time be issued by the Service.

(xviii) maintain public liability or other third party liability insurance in respect of any injury loss or damage to any persons or property arising out of the exercise of the licensee’s rights and upon written request provide proof of such insurance to the Service.

(xix) pay all charges and keep the Service indemnified in respect of the electricity, water and other utilities consumed by the licensee.

(b) This licence does not give the licensee the right to mining, quarrying, logging, timber extraction or other activities.

(c) Nothing under this licence exempts the licensee from paying such taxes, fees and levies as it may be required under the Laws of Kenya.

12. DISPUTE RESOLUTION

(a) In the event of a dispute concerning this licence or its implementation the parties may submit the dispute for arbitration, to be resolved in accordance with the Arbitration Act, 1995 (No. 4 of 1995), Laws of Kenya.

(b) The cost of arbitration shall be borne equally by both parties.

(c) The arbitration shall take place in Nairobi.

13. VARIATION This licence may be cancelled by the Service

(d) on the request of the licensee; or

(e) on its own after giving fourteen days’ notice to the holder with reasons for such variation or cancellation; or

(f) immediately if the licensee is in breach of any terms and conditions prescribed herein.

14. INDEMNITY, RISK AND LIABILITY

(g) The licensee shall indemnify the Service against all losses, claims, demands, actions, proceedings, damages costs or expenses or other liability arising in any way from this licence or any breach of any of the obligations on the part of the licensee contained in this licence or the exercise or purported exercise of the rights given herein.

(h) The licensee shall ensure that its employees, servants and agents take precaution and other necessary measures to protect themselves against risks such as harm from wildlife, fires, rivers, falling trees and other objects associated with the licence and the forest area.

(i) In this regard, the Service shall not be liable for any injury, loss or damage occurring to the licensee its members, employees, servants, agents, goods or equipment.
SEALE WITH THE COMMON SEAL OF THE 
KENYA FOREST SERVICE 
IN THE PRESENCE OF 

DIRECTOR 

WITNESSED BY 

SIGNED FOR AND ON BEHALF OF THE 
LICENSEE 

IN THE PRESENCE OF 

DIRECTOR 

SECRETARY 

ANNEX 1

<table>
<thead>
<tr>
<th>Forest name</th>
<th>Forest Division</th>
<th>Forest Station</th>
<th>Forest Activity</th>
<th>Remarks</th>
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ANNEX 2

<table>
<thead>
<tr>
<th>Forest Name</th>
<th>Forest Division</th>
<th>Forest Station</th>
<th>Forest area in hectares</th>
<th>Forest boundary</th>
<th>Remarks</th>
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FORM 4

KENYA FOREST SERVICE

JOINT FOREST MANAGEMENT AGREEMENT

1. PARTIES

This agreement is made this ........................ day of ................................ 20 ................ between the Kenya Forest Service of P.O. BOX ........................................ Nairobi on one hand (hereinafter referred to as “the Service”) and ............................... of PO BOX ........................................ on the other hand (hereinafter referred to as “Joint Manager”). The Service and the Joint Manager are jointly referred to as “the parties”.

[Issue 1] F11 - 78
SCHEDULE—continued

2. OBJECTIVES AND PURPOSE
   (a) The parties make this agreement for the purposes of jointly managing the
       Forest located at.............................................. Forest Station in..................................... Forest Division
       ("the forest area") as per the attached joint management plan in the Annex 1 to this Form.
   (b) The forest area comprises...........................................................(in words) hectares
       and its boundaries are for the purposes of identification described in the sketch plan
       bordered in red in the Annex 2 to this Form.
   (c) The primary purpose of this joint management agreement shall be to conserve the forest
       and allow non-consumptive uses of the forest area in accordance with the joint
       management plan.
   (d) The Annexes are an integral part of this agreement.

3. TRANSFERRABILITY
   (a) This agreement is not transferable.
   (b) Subject to section 37(8) of the Forests Act, the Joint Manager may assign all or any of the
       rights under this agreement only with the written approval of the Director of the Service.
   (c) The Director of the Service shall not approve an assignment of this agreement which would
       depart from the main objectives and purpose set out in this agreement.
   (d) The Joint Manager remains liable for all the activities, acts and omissions of the assignees
       of its rights under this agreement.

4. DURATION
   This agreement is for a term of .................................................. Years from .............................................

5. AUTHORISED ACTIVITIES
   (a) The Joint Manager shall carry out those activities as outlined in the joint management plan.
   (b) The Joint Manager may, with the written approval of the Service enter into partnership with
       other persons for the purposes of ensuring efficient and sustainable conservation and
       management of the forest area.

6. BASIC WARRANTIES OF THE SERVICE
   (a) The forest area is state forest.
   (b) At the time of making this agreement, the property rights attached to the forest area consist
       of the easements, rights of way, servitudes, mineral rights, any customary rights
       established under section 22 of the Forests Act, other claims of record and the
       Government's own right of ownership.

7. BASIC WARRANTIES OF THE JOINT MANAGER
   (a) The Joint Manager is duly incorporated or registered or validly existing and in good
       standing.
   (b) The Joint Manager shall retain its power, ability and competence in carrying out its rights
       and obligations under this agreement.

8. RIGHTS OF THE SERVICE
   (a) This agreement is subject to the Forests Act.
   (b) The Service may inspect such records kept by the Joint Manager.

9. RIGHTS OF THE JOINT MANAGER
   The Joint Manager, its servants, employees and agents may enter the forest area using such
   designated roads, routes or paths to carry out activities to fulfill the requirements of this
   agreement.

10. OBLIGATIONS OF THE SERVICE
    (a) The Service shall allow access to the forest area of the Joint Manager, its servants,
        employees and agents for the purposes of carrying out activities to fulfill the requirements
        of this agreement.
SCHEDULE—continued

(b) The Service shall approve the annual operations plans subject to the plans being consistent with the objectives of the joint management plan.

(c) The Service shall keep written records of all activities conducted in the forest area.

11. OBLIGATIONS OF THE JOINT MANAGER

(a) The Joint Manager shall ensure that its employees, servants and agents take precaution and measures to protect themselves against risks and harm from wildlife, fires, rivers, cliffs, falling trees and other objects, risks or harms associated with the forest area and in the event of such events occurring shall not hold the Service liable.

(b) The Joint Manager shall protect sacred groves and protected trees.

(c) The Joint Manager shall assist the Service in enforcing the provisions of the Forests Act and any rules and regulations made pursuant thereto, in particular, those concerning illegal harvesting of forest produce and hunting of game.

(d) The Joint Manager shall keep the Service informed of any developments, changes and occurrences within the forest which affect the conservation of biodiversity.

(e) The Joint Manager shall patrol the forest area, in close co-operation with the Service, to protect the forest. The Joint Manager shall provide the patrols with means of communication to enable communication with the appropriate Service forest guard station.

(f) The Joint Manager shall provide labour, tools and equipment for the forest management operations.

(g) The Joint Manager shall take precautions against theft or destruction of tress and other forest resources and produce.

(h) The Joint Manager shall take such precautions against occurrence fire and where it occurs, help in fire fighting.

(i) The Joint Manager shall in consultation with the Service, prepare an annual operations plan for the forest area. The Joint Manager shall ensure that the annual operations plan is consistent with the management plan and the annual operations plan shall be subject to the approval of the Service.

(j) The Joint Manager shall keep written records of all activities conducted in the forest area and preserve those records for at least six years from when first written or throughout the duration of this agreement whichever is longer.

(k) This joint agreement does not give the Joint Manager the right to mining, quarrying, logging, timber extraction or other activities.

12. JOINT MANAGEMENT TEAM

(a) To ensure effective implementation of this joint agreement a joint management team shall be appointed consisting of the following persons—

(i) Two officers of the Service designated by the Director, one who is a disciplined officer and the other a professional officer of the Service.

(ii) Two persons appointed by the Joint Manager.

(iii) One person representing the community forest association in the forest station appointed by the Service.

(b) With the assistance of the Service and the Joint Manager, the joint management team shall update the forest management plan every five years, and the updated forest management plan shall be subject to approval by the Service.

(c) The joint management team shall meet on a periodic basis to be agreed by the parties to monitor the progress of implementation of this agreement in accordance with the joint management plan. However, the Service shall have the ultimate authority in monitoring the implementation of this agreement.

(d) The joint management team shall keep written records of their meetings and they shall submit these records to the Service on a regular basis in accordance with the joint management plan.

13. COSTS AND BENEFIT SHARING ARRANGEMENT

(a) The Joint Manager undertakes to pay such fees as prescribed under the Forests Act and regulations including annual fees and other fees to facilitate such other activities as may fall within the ambit of this agreement.
SCHEDULE—continued

(b) Except as otherwise stated in this agreement, the costs of implementing this agreement and the benefits accruing shall be shared according to the Annex 3 to this Form. This Annex is an integral part of this agreement.

(c) Nothing under this agreement exempts the Joint Manager from paying such taxes, fees, and levies as it may be required under the Laws of Kenya.

14. DISPUTE RESOLUTION

(a) In the event of a dispute concerning this agreement or its implementation the parties may submit the dispute for arbitration, to be resolved in accordance with the Arbitration Act, 1995 (No. 4 of 1995), Laws of Kenya.

(b) The cost of arbitration shall be borne equally by both parties.

(c) The arbitration shall take place in Nairobi.

15. VARIATION

This agreement may be varied by mutual consent of both parties provided that the variation does not alter the objectives and purpose of this agreement, is within the provisions of the Forests Act, rules and regulations and is in writing.

16. SUSPENSION

The Service may suspend this agreement in the following circumstances—

(a) Where the Joint Manager is found by an arbitrator to have breached the terms of this agreement and does not remedy the breach as provided in the arbitral award.

(b) Where overwhelming acts of third parties or nature make it temporarily impossible for a party to comply with this agreement.

(c) Where the implementation of this agreement is not consistent with the forest management plan.

(d) Where the employees, agents or servants of the Joint Manager carry out activities that are contrary to the provisions of the Forests Act, the Wildlife (Conservation and Management) Act, the Water Act and such other Acts, regulations and rules that may apply.

17. TERMINATION

This agreement may be terminated in the following circumstances—

(a) By operation of law, where the Joint Manager is deregistered, dissolved or in receivership.

(b) By the written order of an arbitrator, where an arbitrator finds a party to this agreement having breached the agreement and the breach is not remedied as provided in the arbitral award.

(c) By the Service delivering written notice to the Joint Manager, if any fees, levies or dues payable to the Service under this agreement remain unpaid for thirty days.

(d) By either party delivering a written notice of termination to the other party, at least three months after either party issues written notice to the other of its intention to terminate this agreement.

18. MONITORING AND EVALUATION

(a) The Joint Manager shall make such periodic reports to the Service as may be required under the joint management plan as agreed by the parties.

(b) The Joint Manager shall keep written records of all activities conducted in the forest area and preserve those records for at least six years from when first written or throughout the duration of this agreement whichever is longer.

19. INDEMNITY, RISK AND LIABILITY

(a) The Joint Manager shall indemnify the Service against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this agreement or any breach of any of the obligations on the part of the Joint Manager contained in this agreement or the exercise or purported exercise of the rights given herein.

(b) The Joint Manager shall ensure that its employees, servants and agents take precaution and other necessary measures to protect themselves against risks such as harm from wildlife, fires, rivers, falling trees and other objects associated with the agreement and the forest area.
SCHEDULE—continued

(c) In this regard, the Service shall not be liable for any injury, loss or damage occurring to the Joint Manager its members, employees, servants, agents, goods or equipment.

20. RELATIONSHIP OF PARTIES

(a) This agreement does not create any kind of joint venture or partnership between the parties.

(b) This agreement does not make either party the agent of the other.

(c) This agreement does not give the Joint Manager exclusive possession of the forest area or any part thereof and does not create nor is it intended to create a lease or tenancy in any way whatsoever.

SEALING WITH THE COMMON SEAL OF

KENYA FOREST SERVICE IN THE

PRESENCE OF:

DIRECTOR

WITNESSED BY

SIGNED FOR AND ON BEHALF OF

IN THE PRESENCE OF:

DIRECTOR

SECRETARY

ANNEX 1

JOINT MANAGEMENT PLAN

ANNEX 2

SKETCH PLAN

ANNEX 3

COST / BENEFIT SHARING MODE

FORM 5

KENYA FOREST SERVICE

COMMUNITY MANAGEMENT AGREEMENT

1. PARTIES

This agreement is made this ..................................... day of ................................20............ between the Kenya Forest Service of P.O. BOX ................................................................. Nairobi on one hand (hereinafter referred to as “the Service”) and .................................................. on the other hand (hereinafter referred to as “the Association”). The Service and the Association are jointly “the parties.”
SCHEDULE—continued

2. OBJECTIVES AND PURPOSE
   (a) The parties enter into this agreement for the purposes of granting the Association
       permission to participate in the conservation and management of ........................................
       Forest located at ................................... Forest Station in .............................................. Division
       ("the forest area") as per the attached site-specific management plan.
   (b) The forest area comprises ................................................ hectares and its boundaries
       are better described in the sketch plan.
   (c) The sketch map and the management plan form an integral part of this agreement.

3. ASSIGNMENT OF RIGHTS UNDER THIS AGREEMENT
   (a) The Association may only assign this agreement with the written approval of the Service.
   (b) The Service through the Director shall not approve an assignment of this agreement which
       would depart from the main objectives and purpose set out in this agreement.
   (c) The Association is liable for all the activities, acts and omissions of the assignees of its
       rights under the agreement.

4. DURATION
   This agreement has a term of ................................ years from ............................................

5. AUTHORISED ACTIVITIES
   (i) The Association may carry out those activities outlined in the site-specific forest
       management plan.
   (ii) The Association may, with the written approval of the Service, enter into partnership or
        agreements with other persons for the purposes of ensuring efficient and sustainable
        conservation and management of the forest area.

6. BASIC WARRANTS OF THE SERVICE
   (i) The forest area is a state forest.
   (ii) At the time of making this agreement, the property rights attached to the forest area consist of—
        (a) the easements, rights of way, servitudes, mineral rights, or other claims of records
            listed in the schedule to this agreement;
        (b) any customary rights established under section 22 of the Forests Act; and
        (c) the Government's own right of ownership and those rights shall remain during the
            tenure of this agreement.

7. BASIC WARRANTS OF THE ASSOCIATION
   (i) The Association is duly incorporated or registered or validly existing and in good standing.
   (ii) The Association shall retain its power, ability and competence in carrying out its rights and
        obligations under this agreement.

8. RIGHTS OF THE SERVICE
   (i) This agreement is subject to the provisions of the Forests Act.
   (ii) The Service may inspect records kept by the Association from time to time.

9. RIGHTS OF THE ASSOCIATION
   The Association, its members, servants, employees and agents shall have the right to enter the
   forest area for the purposes of carrying out activities to fulfill the requirements of this agreement.

10. USER RIGHTS
    (i) The Association shall have the following user rights:?
        (i) ........................................................................................................................................
        (ii) ........................................................................................................................................
        (iii) ........................................................................................................................................
11. OBLIGATIONS OF THE SERVICE

(i) The Service shall allow access to the forest area of the Association, its members, servants, employees and agents for the purposes of carrying out activities to fulfil the requirements of this agreement provided that such access is done in an orderly manner, on designated paths, routes and roads and without committing any offences under the Forest Act or regulations or under any law.

(ii) The Service shall monitor and evaluate the implementation of the site-specific management plan.

12. OBLIGATIONS OF THE ASSOCIATION

(i) The Association shall protect, conserve and manage the forest or part thereof pursuant to this management agreement and the provisions of the approved management plan for the forest.

(ii) The Association shall protect sacred groves and protected trees.

(iii) The Association shall assist the Service in enforcing the provisions of the Forests Act and any rules and regulations made pursuant thereto, in particular in relation to illegal harvesting of forest produce and hunting of game.

(iv) The Association shall inform the Service if the Association becomes aware of any developments, changes and occurrences within the forest which are critical for the conservation of biodiversity.

(v) The Association shall take precautions against occurrence of fire and where it occurs, help in fire fighting.

(vi) The Association shall maintain a roll of its members, agents, servants and employees and shall update the same regularly and furnish the details of the roll to the Service upon request.

(vii) The Association shall keep written records of all activities conducted in the forest area and preserve those records for at least six years from when first written or throughout the duration of this agreement whichever is longer.

(viii) Where the Association engages in commercial activities, the association shall comply with all the laws for the time being in force for the regulations of such activities, and any violation of those laws is a breach of this agreement.

13. INDEMNITY, RISK AND LIABILITY

(i) The Association shall indemnify the Service against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this agreement or any breach of any of the obligations on the part of the Association contained in this agreement or the exercise or purported exercise of the rights given herein.

(ii) The Association shall provide adequate security for its members, employees, servants and agents and shall ensure that precaution and other necessary measures are taken to protect themselves against risks such harm from wildlife, fires, rivers, falling trees and other objects associated with management of the forest.

(iii) In this regard, the Service is not liable for any injury, loss or damage occurring to the Association, its members, employees, servants, agents, goods or equipment.

(iv) The user rights may vary from agreement to agreement and should be inserted as necessary as provided in section 47(2) of the Act.

14. DISPUTE RESOLUTION

(i) Where the Service is dissatisfied with the implementation of this agreement, it may submit the dispute for arbitration, to be resolved in accordance with the Arbitration Act, 1995 (No. 4 of 1995), Laws of Kenya.

(ii) Where the Association is aggrieved by the decision of the Service on the implementation of this agreement—

(a) it may within thirty days after being notified of the decision, appeal to the Board of the Service against the decision.

(b) in the event of the parties being dissatisfied thereafter, the parties may submit the dispute for arbitration, to be resolved in accordance with the Arbitration Act, 1995 (No. 4 of 1995), Laws of Kenya.
SCHEDULE—continued

(iii) Where a dispute is submitted to arbitration under the provisions of this agreement,
(a) the cost of arbitration shall be borne equally by both parties,
(b) The arbitration shall take place at the headquarters of the forest conservancy area
where the forest area is situated.

15. TERMINATION OR WITHDRAWAL OF USER RIGHT

(i) The Service may terminate this agreement in the following circumstances—
(a) Where the Association is deregistered;
(b) Where the Association breaches any of the terms and conditions of this agreement;
(c) Where the Service considers termination as necessary for purposes of protecting and
conserving biodiversity;
(d) Where the Association itself so requests.

(ii) The Service may withdraw a particular user right in the following circumstances:
(a) Where the Association breaches any of the terms and conditions of this Agreement;
(b) Where the Service considers withdrawal as necessary for purposes of protecting and
conserving biodiversity;
(c) Where the Association itself so requests.

(iii) Where the Service intends to terminate this agreement or withdrawal of a particular user
right it shall give the Association thirty days’ notice in writing to show cause why the
management agreement should not be terminated or the user right so withdrawn. During
this period, this agreement or the right in question shall be suspended.

16. RELATIONSHIP OF PARTIES

(i) This agreement does not create any kind of joint venture or partnership between the
parties.

(ii) This agreement does not make either party the agent of the other.

(iii) This agreement does not give the association exclusive possession of the forest area or
any part thereof and create nor is it intended to create a lease or tenancy in any way
whatsoever.

SEALEO with the common seal of the ..............................................................
KENYA FOREST SERVICE .................................................................
In the presence of ...........................................................
Director .................................................................
 ............................................................
In the presence of ...........................................................
 ............................................................
SIGNED for and on behalf of the ...........................................................
Community Forest .................................................................
Association .................................................................
In the presence of ...........................................................
 ............................................................
Chairman .................................................................
 ............................................................
Secretary .................................................................
SCHEDULE—continued

FORM 6 (r. 53)

KENYA FOREST SERVICE

NON-RESIDENT CULTIVATION PERMIT

This non-resident cultivation permit is granted to Mr /Mrs /Miss /Ms ____________________________ to cultivate plot number ____________________ measuring ____________________ hectares for purposes of identification marked in red and numbered accordingly on the sketch plan on this permit in Sub-Compartment Number ____________________ in ____________________ Forest Station for a period of one (1) year, subject to the following terms and conditions—

1. This permit only allows the permit-holder to use the plot. This permit does not make the permit-holder owner of the plot. The permit-holder may keep other people off the plot (except for people from the Service), but the permit-holder has no right to sell, rent, or act as owner of the plot in any way.

2. The permit-holder shall plant only annual crops on the plot. The Service has a list of approved crops. The permit-holder shall choose his crops from this list and plant only annual crops.

3. The permit-holder shall help the Service upon request in—
   (a) Beating up or replanting, whichever may be appropriate, in cases of low survival of tree seedlings;
   (b) Controlling illegal forest activities;
   (c) Preventing or fighting forest fires; and
   (d) Any other activity for the benefit of the forest.

4. The permit-holder shall use only hand tools to work the plot.

5. The permit-holder shall not build anything on the plot, except with written permission of the Service.

6. Breaking the terms of this permit is an offence and if that happens, the Service may withdraw this permit. A permit-holder who breaks the terms of this permit may also have to pay the Service an administrative fee.

7. The permit-holder accepts the risk of injury, harm or death from trees, logs, wild animals, game, rivers and streams, and other hazards on the plot and neighboring forest. Whether the injury happens to property, the permit-holder, or another person, the Service is not responsible.

8. This permit does not give the permit holder exclusive possession of the plot or any part thereof and does not create nor is it intended to create a lease or tenancy in any way whatsoever.

Signed by the Permit holder ____________________ Date ____________________

Name of Issuing Officer _________________________________________________________________

Official Stamp: _______________________________________________________________ Date ____________________
FORESTS (HARVESTING) RULES, 2009

ARRANGEMENT OF RULES

Rule

1. Citation.
2. Interpretation.
3. Application.
4. General provision for harvesting.
5. Application for license.
6. Damages to resources in the harvesting area.
8. Stump height and top diameter.
10. Timber marking.
11. General provision for removing forest produce.
12. Contents of delivery note and proof of origin.
13. Prohibition of endorsement by other persons.
14. Delivery note, proof of origin to be carried in the vehicle.
15. Timber delivery.
16. Receiving timber.
17. Record of timber or bamboo received.
18. Copy of records to be kept for twelve months.
19. Manager to compile records.
22. Issue of license to collect forest produce.
23. Direction to leave public forest produce area.
24. Closure of forest roads.
25. Revocation of licenses.
27. Offences and penalties.

SCHEDULE

FORM 1 – APPLICATION FOR A LICENCE TO COLLECT FIREWOOD

FORM 2 – LICENCE: KENYA FOREST SERVICE
1. Citation

These Rules may be cited as the Forests (Harvesting) Rules, 2009.

2. Interpretation

In these Rules unless the context otherwise requires—

“commercial harvesting” means harvesting of forest produce for the purpose of making the produce available for sale;

“Community Forest Association” means such association comprising of members of a community, established to protect and ensure the sustainable use of a forest within the community;

“Director” means the Director of Kenya Forest Service and includes a Divisional Forest Officer or such other Forest Officer as the Director may designate in writing;

“felling area” means such area that has been designated or set aside for the felling of selected trees;

“forest road” means a road into a state forest or a local authority forest including bridges and culverts along it;

“harvesting” includes the felling, trimming, docking, splitting, debarking, extracting, sorting or loading of any forest produce and includes the supervision of any of those activities;

“licensee” means a person granted a license to harvest timber, bamboo or forest produce;

“proof of origin” includes—

(a) a certificate of origin;

(b) a delivery note from the person arranging for the transportation of indicating where the forest produce originated and where they are to be delivered; or

(c) a document from an owner of the forest produce attesting to the origin of the forest produce;

“responsible authority” in relation to a forest area, means the Service, in the case of a state or provisional forest, the local authority concerned in the case of a local authority forest and the private landowner in the case of private forests;

“timber” means—

(a) any tree which has been felled or has fallen; or

(b) the part of any tree which has been cut off or fallen, and all wood whether sawn, split, hewn or otherwise fashioned.

3. Application

(1) These rules shall apply to commercial harvesting of timber in state forests, provisional forests, registered private forests, and local authority forests.

(2) The provisions of rules 20, 21, 22 and 23 shall not apply to the harvesting of forest produce in private forests.
4. General provision for harvesting

   (1) No person shall harvest timber in a state forest, provisional forest, a local authority forest or a registered private forest without a valid license.

   (2) Notwithstanding paragraph (1), a person may harvest timber for the purposes of—
       (a) final felling, to harvest the final tree crop when the stand has reached the final felling age or the final felling diameter;
       (b) selection thinning, to improve the stand composition, growth conditions for the remaining stand, and the forest health;
       (c) sanitary harvesting, to remove pest, disease, wildlife or dead, wind-thrown and wind-broken trees or otherwise damaged trees;
       (d) reconstruction harvesting, to cut down a non-productive stand; or
       (e) any other type of harvesting intended to establish and maintain the forest infrastructure, to shape forest landscape or transform the forestland for other uses.

5. Application for license

   An application for a licence to harvest timber shall be made to the Director in accordance with the Act and the Rules made thereunder.

6. Damages to resources in the harvesting area

   (1) A licensee shall harvest timber or bamboo in a manner that does not cause unnecessary damage to the trees, soil or resources in the felling area.

   (2) The Director may, where a licensee has caused unnecessary damage to the trees, soil or resources in the felling area, direct the licensee, in writing, to remedy the damage attributed to the licensee within a specified time.

   (3) A licensee shall, remedy to the satisfaction of the Director, within the time specified under paragraph (2), any damage attributable to the licensee’s operations, which, was determined by the Director, to be excessive or was avoidable.

   (4) Where a licensee fells or removes timber, bamboo or any other forest produce that is not designated for cutting or removal under the harvesting licence, the licensee shall be liable to pay such damages as may be assessed by the Director.

   (5) The Director may, by a notice in writing, require a licensee to submit a plan showing how such licensee shall restock or cause the damaged area to be restocked.

7. Harvesting equipment

   (1) Notwithstanding the registration requirements as set out under any other Regulations made under the Act, the Director may determine the equipment that may be used for harvesting.

   (2) In determining the equipment to be used in harvesting, the Director shall consider—
       (a) the possibility of effective use of different equipment and methods in relation to the terrain; and
       (b) the stand characteristics, including length of slopes, inclination, topography, possibility of transit, obstacles, soil, ground bearing capacity, age of stands, species, composition or the quality of timber.

   (3) The Director may specify on a licence, such conditions relating to the equipment and methods for harvesting as he considers appropriate.
8. Stump height and top diameter

(1) A licensee shall, when harvesting timber, ensure that where, the timber to be harvested is—
   (a) of indigenous stock—
       (i) the height of the stump does not exceed fifteen centimetres;
       (ii) the top diameter of the tree is not less than ten centimetres; and
       (iii) no residue is removed from the forest.
   (b) a cultivated plantation—
       (i) the stump height does not exceed eight centimetres;
       (ii) the top diameter is not less than ten centimetres; and
       (iii) no residue is removed from the forest.

9. Skid trail grades

(1) A licensee shall not, while moving felled timber or bamboo, use skid trails with grades exceeding fifteen percent.

(2) Notwithstanding paragraph (1), a licensee may use skid trails with grades exceeding fifteen percent where the steep grades are unavoidable.

(3) A licensee shall, when using skid trails with grades exceeding fifteen percent under paragraph (2)—
   (a) limit the grade to not more than one hundred meters in length; and
   (b) use practices that will minimize soil erosion and runoff, including among others, breaking the grade, installing drainage structures, or using soil stabilization practices.

10. Timber marking

(1) The Director shall assign a different mark for each station, state forest and private forest.

(2) A person shall distinctly mark, brand or otherwise identify timber felled with the respective mark assigned by the Director before removing or causing timber felled to be removed from the felling area.

(3) No person shall remove or cause to be removed from the felling area, timber that has been felled unless the timber has been distinctly marked, branded or otherwise identified with a mark issued by the Director.

(4) No person shall cause timber that has been felled to be marked or branded with a mark that was assigned to another station, state forest and private forest.

11. General provision for removing forest produce

(1) A person shall not transport forest produce without—
   (a) in the case of produce from state forest or local authority forest, a valid licence and a delivery note, issued by the Director; or
   (b) in the case of produce from any other land, a proof of origin issued by the owner of the forest from which the timber was felled; and
   (c) the proof of payment of the prescribed fee.
(2) Paragraph (1) shall not apply to a person transporting, within a duration of one month—
   (a) sawn timber that does not exceed one tonne or one cubic meter, whichever is less;
   (b) bamboo that does not exceed one tonne or one cubic meter, whichever is less;
   (c) any quantity of such other forest produce as Director may, by order, specify.

(3) Every forest Officer in charge of a forest shall ensure the compliance of paragraph (2).

12. Contents of delivery note and proof of origin

(1) A delivery note or proof of origin shall specify—
   (a) the person to whom the forest produce is being delivered to; and
   (b) the place to which the forest produce is to be delivered.

(2) A delivery note or proof of origin issued under this Rule shall be valid for one trip from the point of loading to the point of offloading.

13. Prohibition of endorsement by other persons

A person who has been issued with a delivery note or proof of origin shall ensure that no other endorsement is made on such delivery note or proof of origin, by any other person other than the person who issued the delivery note or proof of origin.

14. Delivery note, proof of origin to be carried in the vehicle

The driver of any vehicle carrying forest produce for which a delivery note or proof of origin has been issued, shall ensure that at all times during the transportation of the timber, the original of the delivery note or proof of origin duly completed in respect of forest produce, is carried in the vehicle.

15. Timber delivery

A person shall not deliver any forest produce for which a delivery note or proof of origin has been issued, to—
   (a) any person, other than the person specified in the delivery note or proof of origin as being the person to whom the timber is to be delivered to; or
   (b) a place, other than the place specified in the delivery note or proof of origin as being the place to which the log timber is to be delivered.

16. Receiving timber

A person operating a sawmill shall not receive timber or bamboo delivered at a sawmill unless—
   (a) the timber or bamboo is accompanied by a proof of origin issued by the responsible authority; and
   (b) in the case of timber or bamboo from a state forest or a local authority forest, the timber or bamboo is distinctly marked or branded or otherwise identified with a mark assigned by the Director.

17. Record of timber or bamboo received

A person operating a sawmill, where timber or bamboo is received, shall keep a record at the sawmill, stating—
   (a) the date the timber or bamboo was received;
(b) the species and product type of the timber or bamboo;
(c) the quantity of timber or bamboo received; and
(d) the origin of the timber or bamboo.

18. Copy of records to be kept for twelve months

(1) A person who operates a sawmill shall, keep at the sawmill, a copy of every record made in respect of timber or bamboo received at the sawmill, for twelve months, showing the quantities and source of the timber or bamboo received.

(2) A person who operates a sawmill shall, where it is not practicable to keep copies of the record at the sawmill, keep the record at any other place approved, by the Director in writing.

(3) A person who operates a sawmill shall, at the end of every year, submit to the Director a copy of the record relating to timber or bamboo received during that year.

19. Manager to compile records

(1) The person in charge of a sawmill shall, within three working days from the end of each calendar month, compile or cause to be compiled a record relating to the timber or bamboo received during that month.

(2) The Director shall prescribe the form and content of the record under paragraph (1).

20. Collection of firewood

(1) No person shall collect firewood from a state forest, a local authority forest or a provisional forest unless the person has a valid license issued by the Director.

(2) A person licensed to collect firewood shall collect firewood from the area designated for collection in the licence.

(3) A person licensed to collect firewood may collect firewood from—
   (a) fallen and waste wood in places where timber has been harvested and the wood suitable for milling has already been removed;
   (b) dead and fallen wood from natural forests that are not nature reserves;
   (c) fallen branches of plantation trees after pruning; or
   (d) such other source as the Director may, by notice in the Gazette, determine.

21. Application for collection of forest produce

An application for a license to collect forest produce shall be made to the Director in the form 1 in the Schedule and pay the prescribed fee.

22. Issue of license to collect forest produce

(1) The Director shall consider every application made under rule 21 and may, if satisfied that the application meets the requirements of the Act, issue a licence to the applicant upon payment of the prescribed fee.

(2) A license issued under this rule shall be in the Form 2 set out in the Schedule and shall be valid for the period specified in the permit.

(3) The Director may endorse, on a license, such conditions, as the Director considers necessary.
23. **Direction to leave public forest produce area**
   
   (1) A forest officer may direct any person to immediately leave a public forest produce area, where the forest officer is of the opinion that—
   
   (a) it is necessary in the interests of public safety;
   
   (b) the person has failed or refused to pay a fee payable under rule 22 or has otherwise contravened the Act;
   
   (c) the person is blocking the access of a forest officer, or any other officer of the Service or any other person using the area; or
   
   (d) the presence of the person is adversely affecting the management of the area by the Service.
   
   (2) A person shall comply with a direction given, by a forest officer, to that person under paragraph (1).

24. **Closure of forest roads**

   (1) The Director may issue order that a forest road be closed for such period as he may consider necessary.

   (2) The Director shall state the period of closure in the order.

   (3) Where the Director has issued an order for the closing of a forest road, no person shall enter a state forest or local authority forest between 7.00 p.m and 6.00 a.m unless that forest is officially open for public use, the person is an employee of the Service or that person is accompanied by the employees of the Service.

25. **Revocation of licenses**

   The Director may, by notice to any licensee, suspend or revoke a licence where—

   (a) the Director is reasonably satisfied that the licensee is carrying out practices that are detrimental to the forest;

   (b) a licensee has contravened any of the conditions in the license; or

   (c) a licensee has contravened any of the provisions of the Act.

26. **Security bond**

   (1) The Director may require any person licensed under these Rules to deposit such amount of money that may be deemed to constitute appropriate security for good forestry practice.

   (2) The Director shall, where the licensee has observed good forestry practice to his satisfaction, refund the deposit, without interest, to a licensee after a duration that does not exceed twenty-four months.

   (3) The Director may, after giving the licensee an opportunity to be heard, confiscate a security bond where the licensee is responsible for forestry practice that is in breach of the provisions of these Rules or a licence issued under these Rules, where the Board is satisfied that the licensee has become a habitual offender.

27. **Offences and penalties**

   A person who contravenes any provision of these Rules commits an offence and is liable, on conviction, to a fine not less than ten thousand shillings or to imprisonment for a term not exceeding one year, or to both such fine and imprisonment.
**APPLICATION FOR A LICENCE TO COLLECT FIREWOOD**

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Postal code:</th>
</tr>
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<tbody>
<tr>
<td>Trading name (if any):</td>
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<tr>
<td>Contact person:</td>
<td>Cell:</td>
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<tr>
<td>Postal address:</td>
<td>Fax:</td>
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<table>
<thead>
<tr>
<th>Landowner:</th>
<th>Postal code:</th>
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<tbody>
<tr>
<td>State Forest/ Local Authority Forest/ Private Forest</td>
<td></td>
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<tr>
<td>Contact person:</td>
<td>Cell:</td>
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<td>Postal address:</td>
<td>Fax:</td>
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<td>Telephone:</td>
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<td>E-mail:</td>
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</tbody>
</table>

Please note that in instances where there is more than one landowner, please attach a list of landowners with their contact details to the back of this page.

<table>
<thead>
<tr>
<th>Municipality in whose area of jurisdiction the forest is located</th>
<th>Postal code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact person:</td>
<td>Cell:</td>
</tr>
<tr>
<td>Postal address:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>E-mail:</td>
<td></td>
</tr>
</tbody>
</table>

Other permits or approvals: Include a description of all permits and approvals that will be necessary from the Forest Service and other governmental agencies in order to fully implement the project. Please attach project plans including preliminary grading plans, drainage plans, water quality management plans, construction site, Best Management Practices (BMPs) Plans.

---

**DECLARATIONS**

I ........................................................................ in my personal capacity or duly authorized thereto hereby declare that:

- The information contained in this application form is true and correct, and
- I am fully aware of my responsibilities under the Forests Act, 2005 (No. 7 of 2005) and that failure to comply with these requirements may constitute an offence under the Forests Act, 2005 and the Rules made thereunder.
SCHEDULE—continued

Please Note: If acting in a representative capacity, a certified copy of the resolution or power of attorney must be attached.

<table>
<thead>
<tr>
<th>Signature of the applicant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of company:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

FORM 2

(1) LICENCE

KENYA FOREST SERVICE

Licence No. .................................................................

Name: ...............................................................................

Address: ...........................................................................

The Service has evaluated your application Ref No. ........................................ to collect firewood in a state forest and a licence is hereby issued for collection of firewood and is subject to the following conditions:

CONDITIONS OF LICENCE

1. The licence is valid for a period of ...................................... days from the date hereof.
2. ....................................................................................
3. ....................................................................................
4. ....................................................................................
5. ....................................................................................

Director
Kenya Forest Service
FOREST (CHARCOAL) RULES, 2009

ARRANGEMENT OF RULES

Rule
1. Citation.
2. Application.
3. Interpretation.
5. Establishment of associations.
6. Establishment of licensing committee.
7. Requirement for a licence.
8. Licence.
10. Renewal of licence.
11. Revocation, suspension or cancellation of licence.
12. Prohibition relating to licences.
13. Request to provide data.
15. Record keeping.
17. Export permit.
18. Import permit.
19. Inspections.
20. General penalty.

SCHEDULES

FIRST SCHEDULE – INFORMATION ON CHARCOAL PRODUCER ASSOCIATIONS

SECOND SCHEDULE

FORMS

FORM 1 – CERTIFICATE OF REGISTRATION OF ASSOCIATION
FORM 2 – APPLICATION FOR CHARCOAL PRODUCER LICENCE
FORM 3 – CONSENT FROM LAND OWNER
FORM 4 – CHARCOAL MOVEMENT PERMIT
FORM 5 – APPLICATION FOR CHARCOAL IMPORT/EXPORT PERMIT
FORM 6 – CHARCOAL IMPORT/EXPORT PERMIT AND COMPLIANCE WITH CHARCOAL SAFETY REQUIREMENTS
FOREST (CHARCOAL) RULES, 2009
[L.N. 186/2009.]

1. Citation
These Regulations may be cited as the Forests (Charcoal) Regulations, 2009.

2. Application
These Regulations shall be in addition to any other written law relating to forestry and sustainable charcoal production, transportation and marketing, for the time being in force.

3. Interpretation
In these Regulations, unless the context otherwise requires—
“Act” means the Forests Act, 2005;
“charcoal” means wood fuel product derived from carbonization of wood or other plant materials;
“competent authority” refers to the Kenya Forest Service established under the Act;
“export” means commercial trade with a natural or legal person outside the territory of Kenya;
“Service” means the Kenya Forest Service established under the Act.

4. Competent authority
(1) The Kenya Forest Service shall be the competent authority responsible for the issuance of licences for the production and transportation of charcoal.

(2) No licensing authority established under, any other written law, shall issue a trading permit or licence for the undertaking of any activity relating to commercial charcoal trade unless the applicant has produced to the licensing authority a licence for charcoal production or transportation, issued by the Service under these Regulations.

5. Establishment of associations
(1) All commercial charcoal producers shall organize themselves and form charcoal producer associations in the manner set out in the First Schedule.

(2) The Service shall register and issue a registration certificate in Form 1 set out in the Second Schedule to a commercial charcoal association formed under paragraph (1).

(3) An association registered under paragraph (2) shall—
(a) facilitate sustainable production of charcoal by its members;
(b) ensure that its members implement the reforestation conservation plans;
(c) develop and implement a Code of Practice for the purposes of self regulation;
(d) assist the Service in enforcing the provisions of the Act relating to sustainable charcoal production, transportation and marketing; and
(e) do any other thing that is necessary for sustainable charcoal production and transportation.
6. Establishment of licensing committee

(1) Every forest conservation committee shall from its membership establish a licensing sub-committee.

(2) Notwithstanding paragraph (1), the Board may, on the recommendation of a forest conservation committee, establish any other licensing sub-committee in any part of a conservancy as it considers appropriate.

(3) A licensing sub-committee established under paragraph (1) or (2) shall—
   (a) consider and recommend applications for the issuance of charcoal producers’ licence;
   (b) assess and approve plans and structures of intended charcoal production;
   (c) recommend the suspension or revocation of a charcoal producers’ licence; and
   (d) perform such other functions as may be delegated by the Committee, that may be necessary or expedient for the licensing of sustainable charcoal production, transportation and marketing.

(4) Every Committee shall maintain a register of all charcoal producers within its jurisdiction who are licensed under these Regulations.

7. Requirement for a licence

(1) No person shall undertake or engage in any activity relating to commercial charcoal production and transportation without a valid licence, issued by the Service under these Regulations.

(2) A person or association that wishes to obtain a licence to undertake or engage in any activity relating to commercial charcoal production and transportation shall—
   (a) make an application to the forest conservation committee in Form 2 set out in the Second Schedule;
   (b) pay the prescribed fee; and
   (c) provide such other information that the forest conservation committee may require.

(3) Upon the receipt of an application, the licensing sub-committee may—
   (a) consider the application; or
   (b) require the applicant to submit a declaration or provide such additional information as it may consider necessary for the determination of the application.

(4) The licensing sub-committee shall, when determining an application consider—
   (a) the document submitted by the applicant in support of the application including, among others, the registration certificate of the association, its constitution and the list of members;
   (b) the place or places where charcoal is to be produced;
   (c) designated charcoal collection points;
   (d) the consent from the owner, or authorized person, of the land where charcoal is to be produced in Form 3 set out in the Second Schedule;
   (e) tree species, number of trees and estimated volume to be used for charcoal production;
   (f) type of technology to be used as may be prescribed under these Regulations or any other written law, in particular, the Energy Act;
(g) a recommendation from the local environment committee; and

(h) the reforestation or conservation plan for the area where trees will be managed for charcoal production.

(5) After considering an application and all the matters relevant to it, the licensing sub-committee may make a recommendation to grant or not to grant the licence.

(6) Upon receipt of the recommendations from the licensing subcommittee, the Committee may, recommend to the Board, to grant or refuse to grant the licence, or grant the application subject to such conditions as the Service may deem expedient.

(7) Any person who is aggrieved by any decision of the Service made under paragraph (6) may, within thirty days of communication to him of such decision, appeal to the National Environment Tribunal established under the Environmental Management and Co-ordination Act, 1999.

(8) The Service may on recommendation of the relevant Committee, at any time vary the conditions of a licence where it considers it expedient for ensuring sustainable charcoal production.

8. Licence

(1) A licence issued under these Regulations, shall unless earlier revoked, be valid for the period specified in the licence and where no such period is specified, the licence shall expire on the 31st December of the year in which it is issued.

(2) A licence issued under these Regulations is not transferable.

9. Exemption

(1) Notwithstanding regulations 7 and 8, a person who wishes to produce charcoal on his own land for his own consumption, shall not require a licence.

(2) Notwithstanding paragraph (1), a person who wishes to produce charcoal for commercial purposes on his own land, shall be required to obtain a licence.

10. Renewal of licence

An application for the renewal of a licence shall be made at least one month before the expiry date of the existing licence.

11. Revocation, suspension or cancellation of licence

(1) The Service may suspend or revoke a licence issued under these Regulations where the holder of a licence contravenes the conditions of the licence.

(2) The Service shall, upon its intention to suspend or revoke the licence under paragraph (1), notify the concerned party accordingly and give a fourteen days notice of revocation or cancellation thereof if the concerned party fails to fulfill such conditions as may be specified in the notice.

(3) The Service may suspend or cancel a licence for charcoal production upon expiry of the notice period prescribed under paragraph (2) of this regulation.

(4) Whenever a licence issued is suspended or revoked, the licensee shall cease operations of the charcoal production that is the subject of the licence until the suspension is lifted or a new licence is issued by the Service.

12. Prohibition relating to licences

(1) A person shall not—

(a) unlawfully alter or endorse, a licence issued to him for the use any other person;
(b) engage in commercial charcoal production on the basis of a licence issued to another person; or
(c) having been disqualified from holding a licence under the Act, apply for a licence without disclosing to the licensing sub-committee the disqualification.

(2) Any person who contravenes the provisions of this regulation commits an offence.

13. Request to provide data
A licensee shall, upon receiving a written request from the Director, provide such data relating to charcoal production as the Director may specify in the request.

14. Charcoal movement permit
(1) No person shall, move charcoal or charcoal products from one place to another unless that person—
   (a) is in possession of a valid charcoal movement permit issued under these Regulations and is operating in conformity with the terms and conditions of such permit; and
   (b) has a certificate of origin for the charcoal the subject of the charcoal movement permit duly signed by the relevant association or person from whom charcoal is to be obtained; or
   (c) has an original receipt from the vendor.

(2) A person who wishes to obtain a charcoal movement permit shall make an application to the Service in the prescribed form.

(3) The Service shall, upon approving an application under paragraph (1), issue a charcoal movement permit in Form 4 set out in the Second Schedule, upon payment of the prescribed fee.

(4) The Service may specify in the charcoal movement permit, the vehicle or vessel that may be used to transport charcoal or charcoal products.

(5) A charcoal movement permit shall not be transferable.

(6) Any person who contravenes the provisions of this regulation commits an offence.

15. Record keeping
(1) A person engaged in wholesale or retail trade in charcoal shall keep a record of the sources of charcoal, and copies of the certificates of origin and the movement permits.

(2) No person or association shall engage in trade in charcoal with unlicensed charcoal producers.

(3) A forest officer may at any time enter the premises in which wholesale or retail trade in charcoal is being undertaken to inspect the records.

(4) Any person who contravenes the provisions of this Regulation commits an offence.

16. Protection of endangered and threatened plant species
(1) No person shall produce charcoal from endangered, threatened and protected plant species.

(2) The Service shall publish, in the Gazette, a list of endangered, threatened and protected plant species.

(3) Any person who contravenes paragraph (1) commits an offence.
17. Export permit

(1) No person or association shall export charcoal or charcoal products, from Kenya, unless that person has obtained an export permit from the Service.

(2) A person who wishes to obtain an export permit under this regulation shall make an application in Form 5 set out in the Second Schedule to the Director and provide a proper description of the source of charcoal.

(3) The Director shall, upon approving an application, issue an export permit in Form 6 and a safety certificate in Form 7 set out in the Second schedule upon the payment of the prescribed fee.

(4) The Director shall, before granting an export permit, consider the local supply and demand situation of charcoal.

(5) A permit and safety certificate shall—

(a) be surrendered to the customs officer at the port of export or where such export permit and safety certificate are required by the importer, and the said export permit and safety certificate shall be endorsed at the port of export; and

(b) expire either on the date specified thereon or when the consignment is shipped or whichever occurs first.

(6) Any person who contravenes the provisions of this regulation shall be guilty of an offence.

18. Import permit

(1) No person or association shall import into Kenya charcoal or charcoal products unless he has obtained an import permit issued by the Service.

(2) A person who wishes to obtain a permit under this Regulation shall make an application in Form 5 set out in the Second Schedule and provide a proper description of the source of charcoal and submit the application to the respective Committee.

(3) The Committee shall consider applications submitted under paragraph (2) and forward the applications together with its recommendation, taking into account the supply and demand situation, to the Director for approval.

(4) The Director shall, upon approving an application, issue an import permit in Form 6 set out in the Second Schedule, subject to payment of the prescribed fee.

(5) Any person who contravenes the provisions of this regulation commits an offence.

19. Inspections

(1) A forest officer may carry out inspections at the premises or vessels used for charcoal production, transportation and trade—

(a) regularly;

(b) when non-compliance is suspected; and

(c) when it is required for the purpose of issuing a licence or permit.

(2) A licensee shall produce a licence or permit issued under these Regulations to a forest officer, on demand.

(3) Whenever practicable, a forest officer shall carry out an inspection without giving prior notice.
20. General penalty

Any person who contravenes the provisions of these Regulations for which no specific penalty is provided commits an offence and is liable to a fine of not less than ten thousand shillings or an imprisonment for a term not exceeding three months.

21. Effect of conviction

(1) Notwithstanding any other penalty prescribed under these Regulations, the Service may revoke the licence or permit of any person who is convicted of an offence under these Regulations.

(2) Any person convicted of an offence under these Regulations shall, unless the Board in writing otherwise directs, stand disqualified from holding a licence or permit related to the provisions under which he has been convicted, for a period of one year from the time of conviction.

(3) The holder of any licence or permit which is cancelled pursuant to paragraph (1) of this Regulation shall, within fourteen days from the date of conviction surrender the licence or permit to the Service.

FIRST SCHEDULE

[Rule 5.]

INFORMATION ON CHARCOAL PRODUCER ASSOCIATIONS

1. Every conservancy shall encourage individuals or groups involved in charcoal production to form associations.

2. The purpose for which the associations are established is to reduce licensing bureaucracy and make the licensing more affordable.

3. Each association shall keep—

(a) a list of members of the association and their addresses;
(b) a list of current/interim officials of the association;
(c) its Constitution and Code of Practice for the association;
(d) a list of the places where the members of the association operates from;
(e) a record of the activities of the association relating to charcoal production and transportation;
(f) information relating to the ownership of the land and the activities on the land;
(g) the technology the association members use in charcoal production and the extent to which they have complied with the requirements under the Act or Regulations or any other written law, including among others, the Energy Act; and
(h) its technical and financial capability.

4. A registered community forest association (CFA) shall be eligible to engage in charcoal production:

Provided that its constitution so allows and upon the fulfillment of the requirements set out in paragraph (3) of this Schedule.
SECOND SCHEDULE

FORM 1

CERTIFICATE OF REGISTRATION OF ASSOCIATION

Application Reference No. ...........................................

1. Name of Association ...........................................................................................................

2. PIN No. .................................................................................................................................

3. Number of Members ............................................................................................................

4. Full Address ...........................................................................................................................

5. Location of Association: ........................................................................................................
   Conservancy/Area ................................................. District .............................................
   Location .................................................................................................................................
   Village .................................................................................................................................

   has been registered as a Charcoal Producers' Association for purposes of engaging in
   sustainable charcoal production in accordance with the provisions of the Forests Act, 2005 and
   Regulations made thereunder and contingent to conditions specified hereunder:

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

   Fees paid in words ................................................................. In figures ..................................

   Date of issue ............................................................................................................................

   Date of expiry: 31st December, ........................................

   ..............................................................................................................................................
   Director,
   Kenya Forest Service

FORM 2

APPLICATION FOR CHARCOAL PRODUCER LICENCE

Application Reference No. ...........................................

PART A – DETAILS OF APPLICANT

A1. Name of Licensee (Association or Firm) ........................................... Reg. Cert No. ..............................

A2. PIN No. ..................................................................................................................................

A3. Full Address ..........................................................................................................................

PART B – DETAILS OF CURRENT CHARCOAL LICENCE

B1. Name of the current charcoal licence ....................................................................................

B2. Locality and Date of issue the current charcoal licence .......................................................

PART C – MATERIAL CONSIDERATIONS

C1. Place or places where charcoal is to be produced ..............................................................

C2. Designated charcoal collection point(s) .............................................................................

C3. Consent from land owner as prescribed in Form 3 .............................................................

C4. Tree species to be used for charcoal production ...............................................................

C5. Type of technology to be used .............................................................................................

C8. A recommendation from the local environment committee ..............................................

C7. Reforestation/conservation plan for the area .......................................................................
SECOND SCHEDULE, FORM 2—continued

PART D – DECLARATION BY APPLICANT
I hereby certify that the particulars given above are correct and true to the best of my knowledge and belief. I understand that the charcoal licence may be suspended, varied, revoked or cancelled if any information given above is false, misleading, wrong or incomplete.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>On behalf of</td>
<td>Association/Company name and seal</td>
<td>Date</td>
</tr>
</tbody>
</table>

PART E – FOR OFFICIAL USE ONLY

Approved/Not Approved: _____________________________________________________________

Comments: ________________________________________________________________

Officer: ___________________________ signature: ___________________________ Date: ____________

Fees paid in words: ___________________________ In figures: ___________________________ Date of issue: ____________

Director: ___________________________
Kenya Forest Service

FORM 3 (r. 7(4))

FORESTS ACT, 2005

CONSENT FROM THE LAND OWNER

PART A – CONSENT HOLDER

A1. Consent holders’ Name (Association or Firm) ____________________________________ Reg. Cert. No. ________________
A2. PIN No. ___________________________________________________________________________
A3. Full Address ________________________________________________________________________

PART B – CONSENT GRANTOR

B1: Name of the land owner or authorized person _________________________________________
B2. Locality (L.R. No.) _________________________________________________________________
B3. PIN No. _________________________________________________________________________
B4. Full Address ______________________________________________________________________

I hereby give the association/firm named above consent to produce charcoal on my parcel of land using indigenous/farm forestry wood resources in accordance with the provisions of the Forests Act, 2005, the Forests (charcoal) Regulations made thereunder and the following conditions:

____________________________________________________________________________________

Given under my hand

____________________________________________________________________________________

<table>
<thead>
<tr>
<th>Name</th>
<th>Land Owner/Authorized Person</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>On behalf of</td>
<td>Association/Company name and seal</td>
<td>Date</td>
</tr>
</tbody>
</table>

[Issue 1] F11 - 104
SECOND SCHEDULE, FORM 3—continued

PART D – FOR OFFICIAL USE ONLY

Approved/Not Approved

Comments

Officer Signature Date

Director
Kenya Forest Service

FORM 4

CHARCOAL MOVEMENT PERMIT

1. Conservancy District Station/Div/Loc
   Name of (address)
   Nationality ID No/Passport No.

is hereby authorized to transport charcoal/charcoal products named hereinbelow:

<table>
<thead>
<tr>
<th>CHARCOAL/CHARCOAL PRODUCTS</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conservancy</td>
<td>Place</td>
</tr>
</tbody>
</table>

Reasons for movement

Date of Transportation Date of expiry

Official Receipt No

Name of Issuing Forest Officer Designation Signature

Name of forest officer supervising removal Signature Date

Designation Signature Date

Fees paid in words Date of issue

in figures

Director
Kenya Forest Service

Contingent to any conditions as may be specified:
(a) The charcoal movement permit is not transferable.
(b) Transport of charcoal shall take place between 6 a.m. and 6 p.m.

FORM 5

FORESTS ACT, 2005

APPLICATION FOR CHARCOAL IMPORT/EXPORT PERMIT

PART A – DETAILS OF THE APPLICANT

A1. Name of Applicant (Association or Firm)
SECOND SCHEDULE, FORM 3—continued

A3. PIN No ........................................................................................................................................
A4. Full Address ................................................................................................................................
A5. Business Location: Name of Building/Place
   LR No ......................................................... Street/Road .........................................................
   Town ................................................................... District .............................................................

PART B – BUSINESS DETAILS

B1: Other than the business for which this application is made, are you involved in any other trade in
the forestry industry? YES/NO  .................................................................................................

B2: If answer to B1 above is in the affirmative, specify nature or type of business(es) ..........................

<table>
<thead>
<tr>
<th>Charcoal/Charcoal Products</th>
<th>Quantity</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B4: Name and Address of Consignee/Supplier .........................................................................................

PART C – SAFETY REQUIREMENTS

C1: Does the charcoal for export/import meet the safety standards? YES/NO  .................................

C2: Is the charcoal free from fire and safe for transportation?  ......................................................

C3: If answer to C1 and C2 is in the affirmative, specify measures taken to render the charcoal free
from fire and other hazards ....................................................................................................................

PART D – DECLARATION BY APPLICANT(S)

I/We declare that the particulars and information supplied by me/us herein are true, accurate and
correct in every respect. I/We understand clearly that discovery of any false information provided by
me/us will render this application invalid.

Signature ................................................................................................. Date ...........................................

Name (of signatory) ..................................................................................

Position (in business) .............................................................................

PART E – FOR OFFICIAL USE ONLY

Approved/Not Approved ........................................................................

Comments ................................................................................................

Officer ....................................................................................................

Signature .............................................................................................. Date ...........................................

Fees paid in words .................................................................................

in figures ............................................................................................... Date of issue ..................................

Director

Kenya Forest Service

FORM 6 (r. 16 and 17)

CHARCOAL IMPORT/EXPORT PERMIT AND COMPLIANCE WITH CHARCOAL
SAFETY REQUIREMENTS

To: The Collector of Customs
Kenya Revenue Authority

[Issue 1] F11 - 106
SECOND SCHEDULE, FORM 8—continued

(Port/Airport of export)
This is to confirm that (Name) ........................................ of (address) ..................................................
has been authorized to Import/Export Charcoal/Charcoal Products mentioned herein below to/from
(country) .................................................................

<table>
<thead>
<tr>
<th>Charcoal/Charcoal Products</th>
<th>Quantity</th>
<th>Value</th>
</tr>
</thead>
</table>

Name and address of consignee.........................................................................................
The validity of this permit expires on the date specified or immediately on shipment of the
consignment whichever of the two occurs earlier.
Fees paid in words .................................. in figures ........................ Date of issue ..............

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

Director
Kenya Forest Service

............................................................................................................................
DECLARATION OF A PROVISIONAL FOREST
[L.N. 214/2010.]

SCHEDULE

All that piece of land measuring approximately 22,016.4 hectares otherwise known as Kipini Wildlife and Botanical Conservancy comprising of parcel Nos. 14, 20, 564, 558 and L.R. Nos. 12217/3, 12217/4, 12217/5, 12217/6, 12217/7, 12217/8, 12217/9, 12217/10, 12217/11, 12217/12, 12217/13, 12217/14, 12217/15, 12217/16, 12217/17, 12217/18, 12217/19, 12217/20, 12217/21, 12217/22, 12217/23, 12217/24, 12217/25, 12217/26, 12217/27 and 12217/28 situated approximately 10 kilometres east of Witu Township, Lamu District.
DECLARATION OF LIKIA EXTENSION FOREST
[L.N. 68/2012.]

SCHEDULE

The area of land measuring approximately 544.50 hectares known as Likia Extension adjoining the Eastern boundary of Eastern Mau Forest, situated approximately one kilometre West of Likia Township in Molo District, Rift Valley Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/413 which is signed and sealed with the seal of the Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the Zonal Forest Manager, Kenya Forest Service, Elburgon.
DECLARATION OF AMARA FOREST
[L.N. 69/2012.]

SCHEDULE

The area of land measuring approximately 1050 hectares of pristine forest known as L.R. No. 25148 adjoining the Western boundary of Eastern Mau Forest, situated approximately fourteen kilometres South West of Elburgon Township in Molo District, Rift Valley Province, the boundaries of which are more particularly delineated, edged green, on Boundary Plan No. 175/412 which is signed and sealed with the seal of the Survey of Kenya, Nairobi and a copy of which may be inspected at the office of the District Forest Officer, Kenya Forest Service, Molo.
FORESTS (FEES AND CHARGES) RULES
[L.N. 104/2012.]

1. These rules may be cited as the Forests (Fees and Charges) Rules, 2012.

2. There shall be payable, in respect of the forest produce specified in the first column of Part I of the First Schedule, the fees respectively specified in the second and third columns.

3. There shall be payable a stumpage fee in respect of the tree species specified in Part II of the First Schedule in the manner respectively set out in that Part.

4. There shall be payable in respect of timber from the tree species specified in the first and second columns of the Second Schedule, which is commonly used in the manner specified in the third column of that Schedule, the fee respectively set out in the third column.

5. There shall be payable in respect of the forest products specified in the first column of the Third Schedule the price specified in the third column of that Schedule for the units of the respective product specified in the second column.

6. There shall be payable in respect of the activities set out in the first and second columns of the Fourth Schedule the fees specified in the third column of that Schedule.

7. There shall be payable in respect of the professional services specified in the first column of the Fifth Schedule, when rendered by the Service, the fees specified in the third column of that Schedule.

8. There shall be payable for the hire of the plant and equipment specified in the first column of the Sixth Schedule, for use in the manner specified in the second column of that Schedule, the charges set out in the third column.

FIRST SCHEDULE
[Rules 2, 3.]

PART I - PLANTATION SPECIES

<table>
<thead>
<tr>
<th>TREE SPECIES</th>
<th>CLEARFELL $K$/m³</th>
<th>THINNING $K$/m³</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agathis robusta (Grevillea)</td>
<td>2.114</td>
<td>1.733</td>
</tr>
<tr>
<td>Logs less than 240 mm diameter</td>
<td>2.451</td>
<td>2.016</td>
</tr>
<tr>
<td>Logs of diameter 240 mm - 319 mm</td>
<td>2.840</td>
<td>2.329</td>
</tr>
<tr>
<td>Logs of diameter 320 mm - 399 mm</td>
<td>3.555</td>
<td>2.915</td>
</tr>
<tr>
<td>Logs of diameter 400 mm - 479 mm</td>
<td>3.978</td>
<td>3.262</td>
</tr>
<tr>
<td>Logs of diameter 560 mm and over</td>
<td>4.311</td>
<td>3.535</td>
</tr>
<tr>
<td>B. Juniperus procera (Cedar)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Logs less than 240 mm diameter</td>
<td>5.043</td>
<td>4.136</td>
</tr>
<tr>
<td>Logs of diameter 240 mm - 319 mm</td>
<td>5.870</td>
<td>4.813</td>
</tr>
</tbody>
</table>
### FIRST SCHEDULE—continued

<table>
<thead>
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[Rule 4.]

FEES FOR NATURAL FOREST TIMBER AND UNCOMMON EXOTIC SPECIES
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</tr>
<tr>
<td>19. Fagara macrophylla</td>
<td>Shikuma (kilaya)</td>
<td>Furniture</td>
<td>3,266</td>
</tr>
<tr>
<td>20. Ficus spp.</td>
<td>Slatwood</td>
<td>Plywood</td>
<td>2,673</td>
</tr>
<tr>
<td>21. Funtana africana</td>
<td>Muteke (kak)</td>
<td>Const./Timber/plywood</td>
<td>2,673</td>
</tr>
<tr>
<td>22. Hagenia abyssinica</td>
<td>Rosewood</td>
<td>Joinery/Furn./Floor</td>
<td>5,149</td>
</tr>
<tr>
<td>23. Juniperus procera</td>
<td>Cedar</td>
<td>Joinery/Furn./Floor</td>
<td>5,940</td>
</tr>
<tr>
<td>24. Maesopsis eminii</td>
<td>Mulele (kilaya) Misr</td>
<td>Joinery/Furn./Floor</td>
<td>3,266</td>
</tr>
<tr>
<td>25. Manilkara utugii</td>
<td>Kiyali (kak)</td>
<td>Timber/Furniture</td>
<td>3,266</td>
</tr>
<tr>
<td>26. Manilkara zapariana</td>
<td>Ntangolo (kisr)</td>
<td>Boats/furn./Joinery</td>
<td>4,277</td>
</tr>
<tr>
<td>27. Newtonia buchananii</td>
<td>Mulili (kisr)</td>
<td>Timber/furniture</td>
<td>3,266</td>
</tr>
<tr>
<td>28. Newtonia parvula</td>
<td>Mikanza</td>
<td>Timber</td>
<td>3,266</td>
</tr>
<tr>
<td>29. Octoeca usambarensis</td>
<td>Camphor (English) Muthaka (kik)</td>
<td>Joinery/furniture</td>
<td>10,290</td>
</tr>
<tr>
<td>30. Olea africana</td>
<td>Mutambo (kik)</td>
<td>Floor/carving</td>
<td>5,149</td>
</tr>
</tbody>
</table>
SECOND SCHEDULE—continued

<table>
<thead>
<tr>
<th>BOTANICAL NAME</th>
<th>COMMON NAME</th>
<th>COMMON USAGE</th>
<th>Ksh./cum.</th>
</tr>
</thead>
<tbody>
<tr>
<td>37. Oina hochstetteri</td>
<td>Mucharage (lik)</td>
<td>Flooring/Carving/Frame</td>
<td>5,149</td>
</tr>
<tr>
<td>38. Oina weiriwalch</td>
<td>Elgon Olive (Eng.)</td>
<td>Lonkodo (kilunga)</td>
<td>6,788</td>
</tr>
<tr>
<td>39. Podocarpus africana</td>
<td>Podo</td>
<td>Timber/Furniture</td>
<td>3,970</td>
</tr>
<tr>
<td>40. Polyscias kiruyuensis</td>
<td>Mutulu (lik)</td>
<td>Plywood</td>
<td>3,260</td>
</tr>
<tr>
<td>41. Prunus africana</td>
<td>Mutlu (lik)</td>
<td>Lorries/ Bridges/Flooring</td>
<td>5,149</td>
</tr>
<tr>
<td>42. Trachycarpus vernaecus</td>
<td>Mutandarasi</td>
<td>Boats/fum/Timber</td>
<td>3,268</td>
</tr>
<tr>
<td>43. Trichilia zelkova</td>
<td>Muyama (lik)</td>
<td>Furniture/Reenee</td>
<td>3,268</td>
</tr>
<tr>
<td>44. Viti keressosa</td>
<td>Merei Oak (Eng.)</td>
<td>Muhumu (lik)</td>
<td>5,149</td>
</tr>
<tr>
<td>45. Acacia melanoxylon</td>
<td>Karunga (lik)</td>
<td>Flooring/Carving</td>
<td>4,000</td>
</tr>
<tr>
<td>46. Aracaria spp.</td>
<td>Timber</td>
<td></td>
<td>1,600</td>
</tr>
<tr>
<td>47. Cassia morassiflora</td>
<td>Munja (killing)</td>
<td>Timber/Poles</td>
<td>1,600</td>
</tr>
<tr>
<td>48. Erythrophleum guineense</td>
<td>Mkalaika</td>
<td></td>
<td>3,266</td>
</tr>
<tr>
<td>49. Gymnema webber</td>
<td>Mhunda</td>
<td></td>
<td>3,266</td>
</tr>
<tr>
<td>50. Nsagadi detolfofia</td>
<td>Mnuza</td>
<td></td>
<td>3,266</td>
</tr>
<tr>
<td>51. Viti donana</td>
<td>Mfunda</td>
<td></td>
<td>3,266</td>
</tr>
<tr>
<td>52. Terminalia kihmoroides</td>
<td>Mbambora</td>
<td></td>
<td>3,266</td>
</tr>
<tr>
<td>53. Terminalia catappa</td>
<td>Mukungu</td>
<td></td>
<td>3,266</td>
</tr>
<tr>
<td>54. Nsagadi detolfofia</td>
<td>Mmorovi</td>
<td></td>
<td>3,266</td>
</tr>
<tr>
<td>55. All others</td>
<td></td>
<td></td>
<td>3,266</td>
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</tbody>
</table>

THIRD SCHEDULE

[Rule 5.]

OTHER FOREST PRODUCTS

<table>
<thead>
<tr>
<th>Produce</th>
<th>Units</th>
<th>Price (KSh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Bamboo</td>
<td>Per piece</td>
<td>55</td>
</tr>
<tr>
<td>(2) Maroons</td>
<td>Per piece &lt; 5 cm. diameter</td>
<td>50</td>
</tr>
<tr>
<td>(3) Pine</td>
<td>Per cubic meter (commercial)</td>
<td>1,300</td>
</tr>
<tr>
<td></td>
<td>Per cubic meter (salvaged)</td>
<td>650</td>
</tr>
<tr>
<td></td>
<td>Monthly Fuel Licence (M.P.R.)</td>
<td>100</td>
</tr>
<tr>
<td>(4) Cut Stone</td>
<td>Cut Stone Licence (annual)</td>
<td>12,000</td>
</tr>
<tr>
<td></td>
<td>20 m by 20 m plot</td>
<td>30,000</td>
</tr>
</tbody>
</table>
### THIRD SCHEDULE—continued

<table>
<thead>
<tr>
<th>Produce</th>
<th>Units</th>
<th>Price (KSh.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(5) Culvert</td>
<td>Per piece</td>
<td>3,500</td>
</tr>
<tr>
<td>(6) Limestone</td>
<td>Per metric ton</td>
<td>190</td>
</tr>
<tr>
<td>(7) Crushed stone</td>
<td>Per metric ton</td>
<td>200</td>
</tr>
<tr>
<td>(8) Guano waste</td>
<td>Per metric ton</td>
<td>100</td>
</tr>
<tr>
<td>(9) Sand</td>
<td>Ordinary per metric ton</td>
<td>200</td>
</tr>
<tr>
<td></td>
<td>Silica per metric ton</td>
<td>350</td>
</tr>
<tr>
<td>(10) Murram</td>
<td>Per metric ton</td>
<td>300</td>
</tr>
<tr>
<td>(11) Soil</td>
<td>Per metric ton</td>
<td>300</td>
</tr>
<tr>
<td>(12) Grass</td>
<td>Guano bag or Head load</td>
<td>50</td>
</tr>
<tr>
<td>(13) Moss</td>
<td>Guano Bag or Head load</td>
<td>120</td>
</tr>
<tr>
<td>(14) Asparagus Fern</td>
<td>Per Kg.</td>
<td>30</td>
</tr>
<tr>
<td>(15) Bamboo Tips</td>
<td>Per Kg.</td>
<td>23</td>
</tr>
<tr>
<td>(16) Gum and resin</td>
<td>Per Kg.</td>
<td>8</td>
</tr>
<tr>
<td>(17) Honey</td>
<td>Per group per year (Community)</td>
<td>1,500</td>
</tr>
<tr>
<td></td>
<td>Per year (Commercial)</td>
<td>10,000</td>
</tr>
<tr>
<td>(18) Red ochre</td>
<td>Per head load of 25 kg.</td>
<td>22</td>
</tr>
<tr>
<td>(19) Camping fee</td>
<td>Adult per night</td>
<td>650</td>
</tr>
<tr>
<td></td>
<td>Child per night</td>
<td>100</td>
</tr>
<tr>
<td>(20) Guest House</td>
<td>Guest House per night—Ordinary</td>
<td>500</td>
</tr>
<tr>
<td></td>
<td>Guest House per night—Medium</td>
<td>650</td>
</tr>
<tr>
<td></td>
<td>Guest House per night—Premium</td>
<td>1,000</td>
</tr>
<tr>
<td></td>
<td>Kenya Forestry College Guest House</td>
<td>1,500</td>
</tr>
<tr>
<td>(21) Ranger Services</td>
<td>Escort of visitor per Ranger per excursion</td>
<td>1,000</td>
</tr>
<tr>
<td>(22) Observation Platforms</td>
<td>Bld Hides, Watch Towers, Tree Platforms</td>
<td>150,000</td>
</tr>
<tr>
<td>(23) Forest land rent</td>
<td>For cultivation per acre/year</td>
<td>500</td>
</tr>
<tr>
<td></td>
<td>Urban (Cities, Municipalities)</td>
<td>20,000</td>
</tr>
<tr>
<td></td>
<td>For commercial purposes per acre per year (other areas)</td>
<td>10,000</td>
</tr>
<tr>
<td></td>
<td>Mangrove areas per acre</td>
<td>20,000</td>
</tr>
<tr>
<td>(24) Building Poles</td>
<td>(a) Hardwoods</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Between 5-10cm. B.diam. per piece</td>
<td>60</td>
</tr>
<tr>
<td></td>
<td>10-15cm. B.diam. per piece</td>
<td>350</td>
</tr>
<tr>
<td></td>
<td>(b) Exotic Softwoods</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Between 5-10cm. B.diam. per piece</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>10-15cm. B.diam. per piece</td>
<td>300</td>
</tr>
</tbody>
</table>

All other sizes to be sold at respective timber price in cu m.
### THIRD SCHEDULE—continued

<table>
<thead>
<tr>
<th>Produce</th>
<th>Units</th>
<th>Price (KSh.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(25) Transmission Poles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extra Light</td>
<td>2,806</td>
<td></td>
</tr>
<tr>
<td>Light</td>
<td>2,906</td>
<td></td>
</tr>
<tr>
<td>Medium</td>
<td>3,006</td>
<td></td>
</tr>
<tr>
<td>Stout</td>
<td>3,106</td>
<td></td>
</tr>
<tr>
<td>(26) Cedar Poles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less than 15cm. diam. per m.</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>15-20cm. diam. per m.</td>
<td>65</td>
<td></td>
</tr>
<tr>
<td>Sizes above 20 cm diameter to be sold at respective timber rates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(27) Mangroves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 35cm diameter butt per metre</td>
<td>700</td>
<td></td>
</tr>
<tr>
<td>Banyo (20-1-35cm.) diameter butt per metre</td>
<td>750</td>
<td></td>
</tr>
<tr>
<td>Per piece</td>
<td>79</td>
<td></td>
</tr>
<tr>
<td>Ngiamo (13.1-20.0) diameter butt per score</td>
<td>600</td>
<td></td>
</tr>
<tr>
<td>Per piece</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>Boti (9.1-13.0) diameter butt per score</td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>Per piece</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>Masio (5.1-6.0) diameter butt per score</td>
<td>400</td>
<td></td>
</tr>
<tr>
<td>Per piece</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>Pau (4.1-6.0) diameter per score</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>Per piece</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Kitos (less 4.0) diameter per score</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>Per piece</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>(28) Facilities within Mangrove Areas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Docking (annual)</td>
<td>150,000</td>
<td></td>
</tr>
<tr>
<td>Boat Repair Yard (annual)</td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td>Jetty - for commercial use (annual)</td>
<td>35,000</td>
<td></td>
</tr>
<tr>
<td>Jetty - non-commercial use (annual)</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>Board walk - Commercial (annual)</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>Board walk - Community groups (annual)</td>
<td>2,000</td>
<td></td>
</tr>
<tr>
<td>Saltworks (annual)</td>
<td>500,000</td>
<td></td>
</tr>
<tr>
<td>(29) Christmas trees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Potted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less than 1 metre per tree</td>
<td>300</td>
<td></td>
</tr>
<tr>
<td>1-2 metres per tree</td>
<td>600</td>
<td></td>
</tr>
<tr>
<td>Above 2 metres per tree</td>
<td>700</td>
<td></td>
</tr>
<tr>
<td>Cuttings per metre</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>(30) Plants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Single plants in less than 15 cm. diameter of polythene tube per plant.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Exotic</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>
THIRD SCHEDULE—continued

<table>
<thead>
<tr>
<th>Produce</th>
<th>Units</th>
<th>Price (KSh.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Simple plants in more than 15 cm diameter of polystyrene boxes per plant</td>
<td>Indigenous</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Exotic</td>
<td>50</td>
</tr>
<tr>
<td>(b) Plants lifted from seedling beds per plant</td>
<td>Indigenous</td>
<td>75</td>
</tr>
<tr>
<td></td>
<td>Exotic</td>
<td>4</td>
</tr>
<tr>
<td>(c) Plants in boxes of approximately 55 seedlings per box</td>
<td>Indigenous</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Croton Megaspilus seed (for) diesel per kg</td>
<td>4</td>
</tr>
<tr>
<td>(31) Croton Seeds</td>
<td>Licence fee for seed collection - biodiesel (annual)</td>
<td>100,000</td>
</tr>
<tr>
<td>(32) Barks</td>
<td>Green (stacked) Wattle Barks per cubic m</td>
<td>1345</td>
</tr>
<tr>
<td></td>
<td>Other barks per kg</td>
<td>45</td>
</tr>
</tbody>
</table>

FOURTH SCHEDULE

[Rule 6.]

FEES FOR FOREST ACTIVITIES

<table>
<thead>
<tr>
<th>Produce</th>
<th>Units</th>
<th>Price (KSh.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Water Reservoirs</td>
<td>For commercial consumption—Large (annual)</td>
<td>50,000</td>
</tr>
<tr>
<td></td>
<td>For commercial consumption—Small (annual)</td>
<td>20,000</td>
</tr>
<tr>
<td></td>
<td>Diam—Small up to 1 million cum. (annual)</td>
<td>350,000</td>
</tr>
<tr>
<td></td>
<td>Diam—Large more than 1 million cum. (annual)</td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td>Water tank—Small up to 6 m (annual)</td>
<td>5,000</td>
</tr>
<tr>
<td></td>
<td>Water tank—Large more than diameter of 6 m (annual)</td>
<td>10,000</td>
</tr>
<tr>
<td>(2) Water abstraction</td>
<td>Water easement (Once)</td>
<td>15,000</td>
</tr>
<tr>
<td></td>
<td>Wayleave—Small up to 1 m diameter (annual) per Km</td>
<td>5,000</td>
</tr>
<tr>
<td></td>
<td>Wayleave—Large—more than 1 m diameter (annual) per Km</td>
<td>20,000</td>
</tr>
<tr>
<td>Produce</td>
<td>Units</td>
<td>Price (KSh)</td>
</tr>
<tr>
<td>---------</td>
<td>-------</td>
<td>-------------</td>
</tr>
<tr>
<td>Bonehole (Annual)</td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td>Monitoring Boneholes (Not for production) (annual)</td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td>(2) Fish-farming annual licence</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fish-farming (fresh water)-300 square meters</td>
<td></td>
<td>30,000</td>
</tr>
<tr>
<td>Fish-farming (fresh water)-over 300 square meters</td>
<td></td>
<td>100,000</td>
</tr>
<tr>
<td>(4) Aquaculture</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aquaculture (Marine)-Large annual</td>
<td></td>
<td>75,000</td>
</tr>
<tr>
<td>Aquaculture (Marine)-Small annual</td>
<td></td>
<td>20,000</td>
</tr>
<tr>
<td>(5) Grazing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cattle per animal per month</td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>Sheep per animal per month</td>
<td></td>
<td>40</td>
</tr>
<tr>
<td>(6) Installation of Transmitters and Transceivers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile phone firms (annual)</td>
<td></td>
<td>250,000</td>
</tr>
<tr>
<td>Radio Stations (annual)</td>
<td></td>
<td>150,000</td>
</tr>
<tr>
<td>TV Stations (annual)</td>
<td></td>
<td>250,000</td>
</tr>
<tr>
<td>Data logging mast - Wind energy (annual)</td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td>(7) Licences (Annual)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Forest Licence (OFL)</td>
<td></td>
<td>10,000</td>
</tr>
<tr>
<td>Small sawmills (&lt;10 cu.m timber/day)</td>
<td></td>
<td>30,000</td>
</tr>
<tr>
<td>Medium sawmills (11-20 cu.m timber/day)</td>
<td></td>
<td>45,000</td>
</tr>
<tr>
<td>Large sawmills (&gt;20 cu.m timber/day)</td>
<td></td>
<td>60,000</td>
</tr>
<tr>
<td>Pulp and Paper</td>
<td></td>
<td>200,000</td>
</tr>
<tr>
<td>Plywood</td>
<td></td>
<td>150,000</td>
</tr>
<tr>
<td>Pole treatment plant</td>
<td></td>
<td>160,000</td>
</tr>
<tr>
<td>Resin Extraction</td>
<td></td>
<td>160,000</td>
</tr>
<tr>
<td>Quarrying</td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td>Commercial fuelwood</td>
<td></td>
<td>30,000</td>
</tr>
<tr>
<td>Prospecting</td>
<td></td>
<td>50,000</td>
</tr>
<tr>
<td>(5) Timber Movement Permit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 - 4 tonnes</td>
<td></td>
<td>1,000</td>
</tr>
<tr>
<td>5-7 tonnes</td>
<td></td>
<td>1,500</td>
</tr>
<tr>
<td>Over 7 tonnes</td>
<td></td>
<td>2,000</td>
</tr>
<tr>
<td>Imported timber per consignment</td>
<td></td>
<td>20,000</td>
</tr>
<tr>
<td>(6) Charcoal Movement Permit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per bag</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td>(10) Forest Recreation (Entry fee)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Kenyan and EAC citizens</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adults per day</td>
<td></td>
<td>200</td>
</tr>
<tr>
<td>Child per day</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>School parties per day</td>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>
FIFTH SCHEDULE

PROFESSIONAL SERVICES RENDERED BY THE SERVICE

<table>
<thead>
<tr>
<th>Valuation, EIA, tree inventory</th>
<th>5% of gross value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timber grading</td>
<td></td>
</tr>
<tr>
<td>Per consignment (up to 25 cm)</td>
<td></td>
</tr>
<tr>
<td>A4</td>
<td>5,000</td>
</tr>
<tr>
<td>A3</td>
<td>500</td>
</tr>
<tr>
<td>A1</td>
<td>1,000</td>
</tr>
<tr>
<td>A0</td>
<td>1,500</td>
</tr>
</tbody>
</table>

FIFTH SCHEDULE—continued

<table>
<thead>
<tr>
<th>Valuation, EIA, tree inventory</th>
<th>5% of gross value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lamination of maps</td>
<td></td>
</tr>
<tr>
<td>A4</td>
<td>400</td>
</tr>
<tr>
<td>A3</td>
<td>1,000</td>
</tr>
<tr>
<td>A1</td>
<td>1,500</td>
</tr>
<tr>
<td>A0</td>
<td>2,500</td>
</tr>
<tr>
<td>Ammonia prints</td>
<td></td>
</tr>
<tr>
<td>A4</td>
<td>100</td>
</tr>
<tr>
<td>A3</td>
<td>150</td>
</tr>
<tr>
<td>A1</td>
<td>300</td>
</tr>
<tr>
<td>A0</td>
<td>500</td>
</tr>
<tr>
<td>Digitizing of maps per feature</td>
<td></td>
</tr>
<tr>
<td>A4</td>
<td>3,500</td>
</tr>
<tr>
<td>A3</td>
<td>200</td>
</tr>
<tr>
<td>A1</td>
<td>500</td>
</tr>
<tr>
<td>A0</td>
<td>750</td>
</tr>
</tbody>
</table>
SIXTH SCHEDULE
[Rule 8.]

HIRE OF PLANTS AND EQUIPMENTS

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade</td>
<td>per hour</td>
</tr>
<tr>
<td>Doser</td>
<td>per hour</td>
</tr>
<tr>
<td>Low loader</td>
<td>per kilometre</td>
</tr>
<tr>
<td>Smooth Roller</td>
<td>per hour</td>
</tr>
<tr>
<td>Tipper</td>
<td>per kilometre</td>
</tr>
<tr>
<td>Water bowser</td>
<td>per hour</td>
</tr>
<tr>
<td>Concrete mixer</td>
<td>per day</td>
</tr>
<tr>
<td>Bus</td>
<td>per kilometre</td>
</tr>
</tbody>
</table>