

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Regulation Gazette

No. 6065

Regulasiekoerant

Vol. 390

PRETORIA, 19 DECEMBER 1997
DESEMBER

No. 18566

GOVERNMENT NOTICE GOEWERMENTSKENNISGEWING

DEPARTMENT OF EDUCATION DEPARTEMENT VAN ONDERWYS

No. R. 1738

19 December 1997

MINISTRY OF EDUCATION

SOUTH AFRICAN SCHOOLS ACT, 1996 (ACT No. 84 OF 1996)

REGULATIONS RELATING TO THE MINIMUM REQUIREMENTS OF AN AGREEMENT BETWEEN THE MEMBER OF THE EXECUTIVE COUNCIL AND THE OWNER OF A PRIVATE PROPERTY ON WHICH A PUBLIC SCHOOL IS PROVIDED

I, Sibusiso Mandlenkosi Emmanuel Bengu, Minister of Education, after consultation with the Council of Education Ministers, and with organisations representing the owners of private properties on which public schools are provided, hereby make the regulations in the Schedule in terms of sections 14 (6), read with section 61, of the South African Schools Act, 1996, relating to the minimum requirements of an agreement contemplated in section 14.

S. M. E. BENGU

Minister of Education

November 1997.

SCHEDULE

REGULATIONS RELATING TO THE MINIMUM REQUIREMENTS FOR AN AGREEMENT BETWEEN THE MEMBER OF THE EXECUTIVE COUNCIL AND THE OWNER OF THE PRIVATE PROPERTY ON WHICH A PUBLIC SCHOOL IS SITUATED

1. Definitions

In these regulations any word or expression to which a meaning has been assigned by the Act, shall have the same meaning assigned to it in the Act, and unless the context indicates otherwise—

"agreement" means the agreement between the Member of the Executive Council and the owner as contemplated in section 14 of the Act and all amendments thereto;

"owner" means the owner of a private property on which a public school is or will be situated;

"property" means that portion of the private property on which a public school is or will be situated which is referred to in regulation 5 (1);

"the Act" means the South African Schools Act, 1996 (Act No. 84 of 1996), and/or regulations promulgated in terms of the Act.

2. The nature and status of the agreement

- (1) In terms of section 14 (1) of the Act a public school may be provided on private property only in terms of an agreement.
- (2) An agreement between the State and the owner which existed prior to the commencement of the Act remains in force to the extent that it is consistent with the Act, and may be amended by agreement between the Member of the Executive Council and the owner.
- (3) The Member of the Executive Council must invite the governing body to make a written submission on the terms of the proposed agreement, and the Member of the Executive Council and the owner must take the views of the governing body into account before concluding the agreement.
- (4) An agreement must be reached before a new public school is established on private property in which case the provision of subclause (3) will not apply.
- (5) An agreement and all amendments thereto must be in writing and signed by both the Member of the Executive Council and the owner.
- (6) An agreement remains valid as long as the public school exists. A school can only be closed in terms of section 33 of the Act after prior consultation between the owner and the Member of the Executive Council.
- (7) The governing body must make a copy of the agreement available on request, and must inform its members and learners, educators, parents and workers at the school, of the content of the agreement and any amendments thereto.
- (8) A learner, educator, parent and worker at the school, member of the governing body, an official and a member of the public who has an interest in the educational activities of the school must honour the agreement.
- (9) A *pro forma* agreement, ANNEXURE 1, is given as a guideline to assist the parties to the agreement.

3. Provision of education and performance of the normal functions of a public school

- (1) Education must be provided in accordance with the prescribed curriculum for public schools and the applicable administrative directives and as otherwise provided for in the agreement.
- (2) The owner may not interfere with the normal educational activities of the public school.

4. Governance of the public school

- (1) A public school situated on the property must be governed in accordance with the Act and any agreement contemplated in subsection 14 (1) of the Act or these regulations.
- (2) The governing body must enter into an agreement with the owner if, in exercising any of its functions in terms of the Act, a right of the owner regarding the immovable or movable property of the owner or the religious character of the school is affected.
- (3) If a religious organisation exercises its rights as contemplated in section 57 of the Act, the agreement between the Member of the Executive Council and the religious organisation must record the recognised distinctive religious character of the school and the manner in which such distinctive character will be maintained. The recognised distinctive religious character of the school and the manner in which it will be maintained, must be consistent with the provisions of the Act.
- (4) Subject to the agreement contemplated in subregulation (3) the governing body must enter into an agreement with the religious organisation to ensure the preservation of the distinctive religious character of such a public school.
- (5) A written record must be kept of all meetings between the governing body and the owner, and must be signed by the owner and the authorised signatory of the governing body.

5. Access by all interested parties to the school

- (1) An accurate description of the property and all access roads to the school must be provided for in the agreement.
- (2) Clear road signs giving directions to the public school must be erected on access roads to the school where access to the school is by way of private roads.
- (3) The owner may not limit access to the school by a learner, educator, parent, worker at the school, member of the governing body, officer or member of the public who has a reasonable interest in the activities of the school.
- (4) The owner has the right of access to the property.

6. Security of occupation and use of the property by the school

- (1) The public school may not be deprived of the occupation or use of the property for purposes related to the Act.
- (2) The property and access roads to the school must be adequately fenced.

7. Maintenance and improvement of the school buildings and property and supply of the necessary services

- (1) Potable water and toilets must be provided and secured.
- (2) The supply of electricity to the school must comply with national safety standards.
- (3) The erection of new buildings and improvements to existing buildings may only be undertaken in terms of an agreement between the owner and the education department, or the governing body, if the governing body has been allocated such function in terms of section 21 (1) (a) of the Act.
- (4) The agreement must provide for the maintenance of the property.
- (5) Provision must be made in the agreement for compensation for improvements to the immovable property, if any, when a public school is closed.

8. Protection of owner's rights

- (1) If payment is due to the owner by the education department or the governing body for the use of the property or services supplied to the school, the agreement must provide for the terms and conditions of such payment.

- (2) The governing body may enter into an agreement with the owner to perform its functions with respect to the Act after consultation with the owner.

9. Breach of agreement and dispute resolution

- (1) The agreement must provide for the procedure to be followed in the case of a breach of the agreement.
- (2) The agreement must provide for a mechanism to resolve a dispute arising from a breach of the agreement or from any act or omission by any person who incurs a responsibility or obligation in terms of the agreement.

10. Determination of responsibilities

The agreement must specify which person, body or authority is responsible for any function or obligation contemplated in these regulations.

ANNEXURE 1

PRO FORMA AGREEMENT

AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

The Member of the Executive Council (hereinafter referred to as "the MEC") of
(name of Province) herein represented by
.....(name and rank), duly authorised by the MEC

AND

.....(name of owner, hereafter referred to as "the Owner")

Postal address:

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

Physical address:

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

ID Number.....

Telephone.....

PREAMBLE

WHEREAS

.....is the Owner of the immovable property on which
.....(name of school, hereafter referred to as "the school") is situated

Postal address:

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

Physical address:

.....

.....

Telephone.....

WHEREAS the school is a public school offering education from grade.....to grade.....; and

WHEREAS the MEC and the Owner have agreed to enter into this agreement pursuant to sections 14 (1) and 57 of the South African Schools Act (Act No. 84 of 1996) (hereafter referred to as "the Act"), whereby the school is established/deemed to be established as a public school on private property.

IT IS HEREBY AGREED THAT:

Definitions

1. In this agreement any word or expression to which a meaning has been assigned by the Act or Regulations Relating to the Minimum Requirements for an Agreement between the Member of the Executive Council and the Owner of the Private Property on which a Public School is situated (hereafter referred to as "the Regulations"), has the same meaning assigned to it in the Act or Regulations, unless the context indicates otherwise.

The status and description of the school

2. The school is a public school on private property in terms of section 52 (1) of the Act or established in terms of section.....of.....(Provincial Education Law).
3. A description of the site and buildings and access roads to the school is as set out in Schedule 1.

Proprietary rights held by the school

4. The Owner declares himself or herself willing to give the right of use of the property referred to in paragraph 2 for the sole purpose of education in a public school on the property.
5. The Owner gives the right of use to the school free of charge.

OR

The Owner lets the property referred to in paragraph 2 to the MEC for the amount of R..... per month/year which payment must be paid into the Owner's bank account No.,(Bank).....(Town) not later than the first day of each month/first day of January each year.

6. An agreement between the State and the Owner which existed prior to the commencement of the Act remains in force to the extent that it is consistent with the Act, and is only amended to the extent that it is in conflict with this agreement, in which case this agreement prevails.
7. The agreement is valid as long as the school exists. The school can only be closed in terms of section 33 of the Act and after a reasonable period of notice has been given to the Owner by the MEC. A lease agreement, if it is in existence, terminates on the date on which the school is closed. All the improvements to the immovable property will become the property of the Owner free of charge

OR

after payment by the Owner to the State of an agreed sum of money calculated on the day of the closure of the school.

8. All reasonable maintenance, including insurance and security to the buildings and fixed assets and improvements, is done by..... [if such maintenance is the responsibility of the school an agreement must be entered into between the school and the Owner on the date such allocated function in terms of section 21 (1) of the Act is allocated to such school.] The extent of such maintenance is set out in Schedule 2.

General

9. The MEC undertakes to provide a copy of this agreement to the school and ensure that the school makes it available to the parents, learners and any third person if requested by them as contemplated in Regulation 2 (7).
10. must erect clear road signs giving directions to the public school on access roads to the school where access to the school is by way of private roads.
11. The curriculum offered at such public school is in accordance with the prescribed curriculum for public schools and the applicable administrative directives.
12. must ensure that a fresh drinking water supply is available at all times at such school.
13. may erect new buildings or effect improvements to the existing buildings. Such new buildings or improvements may only be effected after a separate agreement is concluded between the parties and stipulating the cost to be incurred and who carries the responsibility for effecting such changes.
14. must ensure that the supply of electricity to the school complies with the national safety standards.
15. must ensure that the property on which the school is situated and all access roads are safe for school purposes and all dangerous areas on the property referred to in paragraph 2 are safeguarded.
16. The Owner guarantees access to the school by the public, school community and officials referred to in Regulation 5 (3) in relation to educational purposes.
17. The State indemnifies the Owner for any damage or loss claimed against such Owner as a result of the property being owned by the Owner and provided that such claim is related to any educational activity conducted by the school for which the Owner would have been liable.

Recognition of the religious character

18. This clause is applicable only in respect of an owner of private property who has exercised his or her rights as contemplated in Section 57 of the Act.

18.1 The Member of the Executive Council recognises the distinctive religious character of the school as.....

18.2 The recognised distinctive religious character of the school referred to in subclause 18.1 will be maintained in the following manner:

.....

.....

.....

.....

.....

.....

Dispute

19. Any dispute arising under this agreement must, as a first step, be resolved amicably through conciliation between the MEC and the Owner, or by any other manner mutually agreed upon by them.

20. If any dispute arises (including a breach of contract), the aggrieved party must notify in writing the other party and any other party affected by the dispute, within 14 school days, stating the nature and extent of his or her complaint.
21. A conciliation meeting between the parties to the dispute must take place within 7 school days of the notice referred to in paragraph 20.
22. If a dispute is referred to a Magistrate's court then the applicable cost structures must be agreed to.

Selling of the immovable property

23. If the Owner sells the property on which the school is situated, he or she must notify—
 - (a) the buyer of the existence of such school in writing before entering into an agreement with such buyer; and
 - (b) the school and the MEC of such sale and attach the letter referred to in subparagraph (a) within 7 days of such sale.

Amendments

24. This agreement comprises the agreement and all amendments and annexures thereto.
25. This agreement may only be amended, varied or changed if both parties agree to such amendment, variation or change in writing and it is signed by both parties.

Domicilium

26. The Owner chooses the following address as his or her *domicilium citandi et executandi* and for the purpose of serving any notice or any other correspondence according to this agreement:

.....

Thus done and signed at on this day of
 19.....

.....
 OWNER

AS WITNESSES:

1.
2.

Thus done and signed at on this day of
 19.....

MEC FOR EDUCATION OF (PROVINCE) or

.....
 DELEGATE OF THE MEC

AS WITNESSES:

1.
2.

SCHEDULE 1**DESCRIPTION OF THE SITE, BUILDINGS AND ACCESS ROADS TO THE SCHOOLS**

To be provided by the Owner in terms of paragraph 3 of the Agreement.

SCHEDULE 2**DESCRIPTION OF MAINTENANCE**

In terms of paragraph 8 of the Agreement.

No. R. 1738**19 Desember 1997****MINISTERIE VAN ONDERWYS****SUID-AFRIKAANSE SKOLEWET, 1996 (WET No. 84 VAN 1996)****REGULASIES BETREFFENDE DIE MINIMUM VEREISTES VAN 'N OOREENKOMS TUSSEN DIE LID VAN DIE UITVOERENDE RAAD EN DIE EIENAAR VAN 'N EIENDOM WAAROP 'N OPENBARE SKOOL VOORSIEN WORD**

Ek, Sibusiso Mandlenkosi Emmanuel Bengu, Minister van Onderwys, ná beraadslaging met die Raad van Onderwysministers en met organisasies wat die eienaars verteenwoordig van private eiendomme waarop openbare skole voorsien word, vaardig hiermee die regulasies in die Bylae uit ingevolge artikel 14 (6), saamgelees met artikel 61, van die Suid-Afrikaanse Skolewet, 1996, betreffende die minimum vereistes van 'n ooreenkoms beoog in artikel 14.

S. M. E. BENGU**Minister van Onderwys**

November 1997.

BYLAE**REGULASIES BETREFFENDE DIE MINIMUM VEREISTES VAN 'N OOREENKOMS TUSSEN DIE LID VAN DIE UITVOERENDE RAAD EN DIE EIENAAR VAN 'N EIENDOM WAAROP 'N OPENBARE SKOOL VOORSIEN WORD****1. Woordoms krywing**

In hierdie regulasies het enige woord of uitdrukking waaraan 'n betekenis deur die Wet geheg is, dieselfde betekenis wat in die Wet daaraan geheg is, en, tensy die sinsverband anders aandui, beteken—

“die Wet” die Suid-Afrikaanse Skolewet, 1996 (Wet No. 84 van 1996), en/of regulasies ingevolge die Wet uitgevaardig.

“eienaar” die eienaar van 'n private eiendom waarop 'n openbare skool geleë is of sal wees;

“eiendom” daardie gedeelte van die private eiendom waarop 'n openbare skool geleë is of sal wees en waarna verwys word in regulasie 5 (1);

“ooreenkoms” die ooreenkoms tussen die Lid van die Uitvoerende Raad en die eienaar soos beoog in artikel 14 van die Wet en alle wysigings daarvan.

2. Die aard en status van die ooreenkoms

- (1) Ingevolge artikel 14 (1) van die Wet, kan 'n openbare skool slegs ingevolge 'n ooreenkoms op private eiendom voorsien word.

- (2) 'n Ooreenkoms tussen die Staat en die eienaar wat vóór die inwerkingtreding van die Wet bestaan het, bly van krag tot die mate waarin dit in ooreenstemming is met die Wet, en kan gewysig word by wyse van ooreenkoms tussen die Lid van die Uitvoerende Raad en die eienaar.
- (3) Die Lid van die Uitvoerende Raad moet die beheerliggaam nooi om 'n skriftelike voorlegging oor die voorwaardes van die konsepooreenkoms in te dien, en die Lid van die Uitvoerende Raad en die eienaar moet die siening van die beheerliggaam in ag neem voordat die ooreenkoms aangegaan word.
- (4) 'n Ooreenkoms moet aangegaan word voordat 'n openbare skool op private eiendom gevestig kan word, in welke geval die bepalings in subklousule (3) nie sal geld nie.
- (5) 'n Ooreenkoms en alle wysigings daarvan moet op skrif wees en deur sowel die Lid van die Uitvoerende Raad as die eienaar onderteken word.
- (6) 'n Ooreenkoms bly van krag so lank as wat die openbare skool bestaan. 'n Skool kan slegs ingevolge artikel 33 van die Wet gesluit word ná voorafgaande oorlegpleging tussen die eienaar en die Lid van die Uitvoerende Raad.
- (7) Die beheerliggaam moet 'n afskrif van die ooreenkoms op versoek beskikbaar stel en moet sy lede sowel as leerders, opvoeders, ouers en werkers by die skool in kennis stel van die inhoud van die ooreenkoms en alle wysigings daarvan.
- (8) 'n Leerder, opvoeder, ouer en werker by die skool, lid van die beheerliggaam, beampte en lid van die publiek wat belang het by die opvoedkundige bedrywighede van die skool, moet die ooreenkoms eerbiedig.
- (9) 'n *Pro forma*-ooreenkoms is as BYLAE 1 aangeheg as riglyn om die deelnemers aan die ooreenkoms van hulp te wees.

3. Voorsiening van onderwys en uitvoering van die normale werksaamhede van 'n openbare skool

- (1) Onderwys moet verskaf word in ooreenstemming met die voorgeskrewe kurrikulum vir openbare skole en die toepaslike administratiewe voorskrifte en soos wat verder in die ooreenkoms bepaal word.
- (2) Die eienaar mag nie in die normale opvoedkundige bedrywighede van die openbare skool inmeng nie.

4. Beheer van die openbare skool

- (1) 'n Openbare skool wat op die eiendom geleë is moet beheer word in ooreenstemming met die Wet en enige ooreenkoms beoog in artikel 14 van die Wet of hierdie regulasies.
- (2) Die beheerliggaam moet 'n ooreenkoms aangaan met die eienaar indien, in die uitoefening van sy werksaamhede, 'n reg van die eienaar rakende die vaste of roerende eiendom van die eienaar of die godsdienstige karakter van die skool geaffekteer word.
- (3) Indien 'n godsdienstige organisasie sy regte uitoefen soos beoog in artikel 57 van die Wet, moet die ooreenkoms tussen die Lid van die Uitvoerende Raad en die godsdienstige organisasie die eiesoortige godsdienstige karakter van die skool en die wyse waarop sodanige eiesoortige karakter in stand gehou sal word vermeld. Die erkende eiesoortige godsdienstige karakter van die skool en die wyse waarop dit in stand gehou sal word, moet gelykluidend met die bepalings van die Wet wees.
- (4) Behoudens die ooreenkoms beoog in subklousule (3) moet die beheerliggaam van die skool 'n ooreenkoms aangaan met die godsdienstige organisasie om die instandhouding van die eiesoortige godsdienstige karakter van sodanige openbare skool te verseker.
- (5) 'n Skriftelike verslag moet gehou word van alle vergaderings tussen die beheerliggaam en die eienaar, en moet deur die eienaar en die gemagtigde ondertekenaar van die beheerliggaam onderteken word.

5. Toegang tot die skool vir alle belanghebbende partye

- (1) Voorsiening moet in die ooreenkoms gemaak word vir 'n akkurate beskrywing van die eiendom en alle toegangspaaie na die skool.
- (2) Duidelike padtekens wat aanwysings na die openbare skool gee, moet langs toegangspaaie na die skool aangebring word waar private paaie toegang tot die skool verleen.
- (3) Die eienaar mag nie die toegang tot die skool van 'n leerder, opvoeder, ouer, werker by die skool, lid van die beheerliggaam, beampte of lid van die publiek wat 'n redelike belang by die bedrywighede van die skool het, beperk nie.
- (4) Die eienaar het die reg van toegang tot die eiendom.

6. Sekerheid van okkupasie en gebruik van die eiendom deur die skool

- (1) Die openbare skool mag nie die okkupasie of gebruik van die eiendom vir doeleindes wat met die Wet verband hou, ontnem word nie.
- (2) Die eiendom en toegangspaaie na die skool moet behoorlik omhein word.

7. Instandhouding en verbetering van die skoolgeboue en die eiendom en die voorsiening van die nodige dienste

- (1) Drinkbare water en toilette moet voorsien en beveilig word.
- (2) Die voorsiening van elektrisiteit aan die skool moet aan nasionale veiligheidsstandaarde voldoen.
- (3) Die oprigting van nuwe geboue en verbeterings aan bestaande geboue mag slegs onderneem word ingevolge 'n ooreenkoms tussen die eienaar en die onderwysdepartement, of die beheerliggaam, indien sodanige funksie aan die beheerliggaam toegewys is ingevolge artikel 21 (1) (a) van die Wet.
- (4) Die ooreenkoms moet voorsiening maak vir die instandhouding van die eiendom.
- (5) Voorsiening moet in die ooreenkoms gemaak word vir kompensasie vir verbeterings van die onroerende eiendom, indien enige, wanneer 'n openbare skool gesluit word.

8. Beskerming van die eienaar se regte

- (1) Indien betaling aan die eienaar verskuldig is deur die onderwysdepartement of die beheerliggaam vir die gebruik van die eiendom of vir dienste aan die skool verskaf, moet die ooreenkoms voorsiening maak vir die terme en voorwaardes van sodanige betaling.
- (2) Die beheerliggaam kan 'n ooreenkoms met die eienaar aangaan om sy werksaamhede met betrekking tot die Wet ná oorlegpleging met die eienaar uit te voer.

9. Verbreking van die ooreenkoms en dispuutbeslegting

- (1) Die ooreenkoms moet voorsiening maak vir die prosedure wat gevolg moet word in geval van 'n verbreking van die ooreenkoms.
- (2) Die ooreenkoms moet voorsiening maak vir 'n meganisme vir die beslegting van 'n dispuut wat ontstaan uit die verbreking van die ooreenkoms of uit enige daad van versuim of deur enige persoon wat 'n verantwoordelikheid of verpligting aanvaar ingevolge die ooreenkoms.

10. Bepaling van verantwoordelikhede

Die ooreenkoms moet bepaal watter persoon, liggaam of owerheid verantwoordelik is vir enige werksaamheid of verpligting in hierdie regulasies beoog.

BYLAE 1**PRO FORMA-OOREENKOMS****OOREENKOMS GEDAAN EN AANGEGAAN DEUR EN TUSSEN:**

Die Lid van die Uitvoerende Raad (hierna genoem die LUR) van.....
(naam van Provinsie) hierin verteenwoordig deur.....
(naam en rang), behoorlik gemagtig deur die LUR

EN
(naam van eienaar, hierna genoem "die Eienaar")

Posadres:

.....

Woonadres:

.....

ID-nummer

Telefoon.....

AANHEF

NADEMAAL

.....die Eienaar is van die vaste eiendom
(naam van skool, hierna genoem "die Skool")

Posadres:

.....

Fisiese adres:

.....

Telefoon.....

NADEMAAL die skool 'n openbare skool is wat onderwys aanbied vanaf graad.....tot
 graad.....; en

NADEMAAL die LUR en die Eienaar ooreengekom het om hierdie ooreenkoms aan te gaan ooreenkomstig
 artikels 14 (1) en 57 van die Suid-Afrikaanse Skolewet (Wet No. 84 van 1996) (hierna genoem "die Wet"), waarby
 die skool gestig word/geag word gestig te wees as 'n openbare skool op private eiendom.

DAAR WORD HIERMEE OOREENGEKOM DAT:**Woordomskrywing**

1. In hierdie ooreenkoms het enige woord of uitdrukking waaraan 'n betekenis geheg is deur die Wet of die regulasies betreffende die Minimum-vereistes van 'n Ooreenkoms tussen die Lid van die Uitvoerende Raad en die Eienaar van die Private Eiendom waarop 'n Openbare Skool geleë is (hierna genoem "die Regulasies"), dieselfde betekenis as in die Wet en die Regulasies, tensy die sinsverband anders aandui.

Die status en beskrywing van die skool

2. Die skool is 'n openbare skool op private eiendom ingevolge artikel 52 (1) van die Wet of opgerig ingevolge artikel.....van.....(Provinsiale Onderwyswet).
3. 'n Beskrywing van die terrein, geboue en toegangspaaie tot die skool is soos uiteengesit in Bylae 1.

Eiendomsregte deur die skool gehou

4. Die Eienaar verklaar hom of haar bereid om die gebruiksreg van die eiendom bedoel in paragraaf 2 alleenlik vir die doel van onderwys in die openbare skool op die eiendom af te staan.
5. Die Eienaar gee die gebruiksreg kosteloos aan die skool.

OF

Die Eienaar verhuur die eiendom in paragraaf 2 beskryf aan die LUR teen die bedrag van R..... per maand/jaar, welke betaling in die eienaar se bankrekening No.,(Bank).....(Dorp) betaal moet word, nie later nie as die 1ste van elke maand/1ste dag van Januarie elke jaar.

OF

6. 'n Ooreenkoms tussen die Staat en die Eienaar wat bestaan het voor die inwerkingtreding van die Wet, bly van krag tot die mate waarin dit in ooreenstemming is met die Wet, en word gewysig slegs tot die mate waarin dit teenstrydig is met hierdie ooreenkoms, en welke geval hierdie ooreenkoms sal geld.
7. Die ooreenkoms is geldig vir so lank as wat die skool bestaan. Die skool kan gesluit word alleenlik ingevolge artikel 33 van die Wet en nadat 'n redelike tydperk van kennisgewing aan die Eienaar gegee is deur die LUR. 'n Huurooreenkoms, indien dit bestaan, word beëindig op die datum waarop die skool sluit. Al die verbeterings van die onroerende eiendom sal die eiendom van die Eienaar word sonder enige koste

OF

ná betaling deur die Eienaar aan die Staat van 'n bedrag geld waaroor daar ooreengekom is en bereken op die dag waarop die skool sluit.

8. Alle redelike instandhouding, insluitend assuransie en die sekuriteit van die geboue en vaste bates en verbeterings word onderneem deur [indien sodanige onderhoud die verantwoordelikheid van die skool is, moet 'n ooreenkoms aangegaan word tussen die skool en die Eienaar op die datum waarop sodanige toegewese werkzaamheid aan sodanige skool ingevolge artikel 21 (1) van die Wet toegeken is.] Die omvang van sodanige onderhoud word in Bylae 2 uiteengesit.

Algemeen

9. Die LUR onderneem om 'n afskrif van hierdie ooreenkoms aan die skool te voorsien en om te verseker dat die skool dit aan die ouers, leerders en enige derde party indien deur hulle versoek, beskikbaar stel soos beoog in Regulasie 2 (7).
10. moet duidelike padtekens met aanwysings na die openbare skool oprig langs alle toegangspaaie na die skool waar toegang tot die skool deur middel van private paaie verkry word.

11. Die kurrikulum wat by sodanige openbare skool aangebied word, is in ooreenstemming met die voorgeskrewe kurrikulum vir openbare skole en die toepaslike administratiewe voorskrifte.
12. moet verseker dat 'n voorraad vars drinkwater te alle tye by sodanige skool beskikbaar is.
13. kan nuwe geboue oprig of verbeterings aan die bestaande geboue aanbring. Sodanige nuwe geboue of verbeterings mag slegs opgerig of aangebring word nadat 'n afsonderlike ooreenkoms tussen die partye aangegaan is met 'n uiteensetting van die koste wat aangegaan sal word en wie die verantwoordelikheid vir die aanbring van sodanige veranderings sal aanvaar.
14. moet verseker dat die elektrisiteitsvoorsiening aan die skool voldoen aan die nasionale veiligheidstandaarde.
15. moet verseker dat die eiendom waarop die skool geleë is en alle toegangspaaie veilig is vir skooldoeleindes en dat alle gevaarlike gebiede op die eiendom bedoel in paragraaf 2 beveilig moet word.
16. Die Eienaar waarborg toegang tot die skool deur die publiek, die skoolgemeenskap en amptenare bedoel in Regulasie 5 (3) in verband met opvoedkundige doeleindes.
17. Die Staat stel die Eienaar skadeloos van enige skade of verlies wat van sodanige Eienaar geëis word as gevolg daarvan dat die eiendom in besit is van die Eienaar en mits sodanige eis verband hou met enige onderwysaktiwiteit wat deur 'n openbare skool verrig word waarvoor die Eienaar aanspreeklik sou wees.

Erkenning van die godsdienstige karakter

18. Hierdie klousule is slegs van toepassing ten opsigte van 'n eienaar van 'n private eiendom wat sy/haar regte uitgeoefen het soos beoog in artikel 57 van die Wet.

18.1 Die Lid van die Uitvoerende Raad erken die eiesoortige godsdienstige karakter van die openbare skool as.....

18.2 Die erkende godsdienstige karakter van die skool waarna daar verwys word in subklousule 18.1 sal in stand gehou word op die volgende wyse:

.....

.....

.....

.....

.....

Dispuut

19. Enige dispuut wat uit hierdie ooreenkoms voortspruit, moet, as 'n eerste stap in der minne geskik word deur versoening tussen die LUR en die Eienaar, of op enige ander wyse soos onderling deur hulle ooreengekom.
20. Indien enige dispuut ontstaan (insluitend kontrakbreuk), moet die gegriefde party binne 14 skooldae die ander party en enige ander partye wat deur die dispuut geraak word, skriftelik daarvan in kennis stel en die aard en omvang van sy of haar klagte stel.
21. 'n Versoeningsvergadering tussen die partye tot die dispuut moet binne 7 skooldae ná die kennisgewing bedoel in paragraaf 19 plaasvind.
22. Indien 'n dispuut na die Landdroshof verwys word, moet 'n ooreenkoms oor die toepaslike kostestruktuur bereik word.

Verkoop van die vaste eiendom

23. Indien die Eienaar die eiendom waarop die skool geleë is verkoop, moet hy of sy daarvan kennis gee aan—

- (a) die koper, skriftelik, van die bestaan van die skool alvorens 'n ooreenkoms met sodanige koper aangegaan word; en
- (b) die skool en die LUR van sodanige verkoop en die brief bedoel in subparagraaf (a) aanheg, binne 7 dae ná sodanige verkoop.

Wysigings

24. Die ooreenkoms bestaan uit die ooreenkoms en alle wysigings daarvan en bylaes.

25. Hierdie ooreenkoms kan gewysig word, kan afgewyk word of verander word slegs indien beide partye skriftelik toestem tot sodanige wysiging, afwyking of verandering en dit deur albei partye onderteken word.

Domicilium

26. Die Eienaar kies die volgende adres as sy of haar *domicilium citandi et executandi* en vir die doeleindes van die dien van enige kennisgewing of enige ander korrespondensie ingevolge hierdie ooreenkoms:

.....

Aldus gedaan en geteken te op hierdie

..... dag van 19.....

.....
 EIENAAR

AS GETUIES:

1.

2.

Aldus gedaan en geteken te op hierdie

..... dag van 19.....

LUR VIR ONDERWYS (PROVINSIE) of

GEMAGTIGDE VAN DIE LUR

AS GETUIES:

1.

2.

BYLAE 1

BESKRYWING VAN DIE TERREIN, GEBOUE EN TOEGANGSPAAIE TOT DIE SKOOL

Om voorsien te word deur die Eienaar ingevolge paragraaf 3 van die Ooreenkoms.

BYLAE 2

BESKRYWING VAN ONDERHOUD

Ingevolge paragraaf 8 van die Ooreenkoms.

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