



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID-AFRIKA

Vol. 463

Pretoria, 9 January 2004  
Januarie

No. 25904



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**GOVERNMENT NOTICE**

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**DEPARTMENT OF EDUCATION****No. 21****9 January 2004****ADULT BASIC EDUCATION AND TRAINING ACT, 2000 (ACT NO. 52 OF 2000)****REGULATIONS RELATING TO THE MINIMUM REQUIREMENTS OF AN AGREEMENT BETWEEN THE HEAD OF DEPARTMENT AND SCHOOL GOVERNING BODY FOR THE REASONABLE USE OF THE SCHOOL FACILITIES BY A PUBLIC CENTRE, IN TERMS OF SECTION 4(5) OF THE ABET ACT, 2000 (ACT NO. 52 OF 2000)**

The Minister of Education, after consultation with the Council of Education Ministers, hereby publishes the regulations relating to the minimum requirements of an agreement between the Head of Department and the governing body of a public school for the reasonable use of the school facilities by a public centre in terms of section 4(5) of the Adult Basic Education and Training Act, 2000 (Act No. 52 of 2000), as set out in the Schedule.



**PROFESSOR KADER ASMAL, MP**  
**MINISTER OF EDUCATION**

30 December 2003

## SCHEDULE

### 1. Scope of application

- 1.1 These regulations apply to all public centres in the Republic of South Africa.

### 2. Definitions

In these Regulations, any word or expression to which a meaning has been assigned by the Act, has that meaning and, unless the context indicates otherwise-

**"agreement"** means the agreement between the Head of Department and the school governing body as contemplated in section 4 of the Act;

**"centre governing body"** means a body contemplated in section 8 of the Act;

**"Head of Department"** means the head of a provincial department of education;

**"school governing body"** means a body as contemplated in section 16(1) of the South African Schools Act, 1996 (Act No. 84 of 1996);

**"the Act"** means the Adult Basic Education and Training Act, 2000 (Act No. 52 of 2000) and regulations promulgated in terms of the Act.

### 3. The nature and status of the agreement

- 3.1 Where no facilities are available to be used by a public centre, the governing body of a public school must, in terms of section 20(1)(k) of the South African Schools Act, 1996 (Act No. 84 of 1996) and at the request of the Head of Department, allow reasonable use of the facilities of the school by the public centre and must enter into an agreement to that effect with the Head of Department. Such an agreement remains in force as long as the public centre has a reasonable need to utilise the school facilities.

3.2 The Head of Department must make a copy of this agreement available to the centre governing body and ensure that the centre governing body informs its members and learners, educators and workers at the public centre, of the contents of the agreement and any amendments thereto.

3.3 Any learner, educator and a worker at the public centre, member of the centre governing body, an official and a member of the public who has an interest in the educational activities of the public centre must honour the agreement.

#### **4. Use of school facilities**

4.1 The agreement must identify and accurately describe the specific facilities, property or assets of a public school that will be used by the public centre.

4.2 The Head of Department must, in consultation with the centre governing body, agree with the school governing body on the specific times of day or night that the school facility may be used by the public centre.

4.3 Once the times contemplated in regulation 4.2 have been agreed upon, the public centre may not be deprived of the use, for purposes related to the Act, of the school facilities during those times.

4.4 If the public centre wants to use school facilities for purposes other than those provided for in regulation 4.1, written permission should be obtained from the school governing body prior to such activities taking place.

#### **5. Sharing of resources and costs**

5.1 The school governing body gives a public centre the right to use the school facilities for the purpose of education and training as contemplated in the Act.

5.2 The terms and conditions of such usage must be spelt out in the agreement.



5.3 The costs of such usage must be spelt out in the agreement.

5.4 The public centre shall not pay any rent for the use of school facilities.

**6. Determination of responsibilities**

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

**7. Maintenance and improvement of school facilities**

7.1 The public centre may undertake improvements to existing buildings only in terms of an agreement between the Head of Department and the school governing body and, in consequence, between the school governing body and the centre governing body.

7.2 The agreement must stipulate that the public centre must retain the facilities that it uses in good order and in a condition that will not unduly disturb, disrupt or delay learning and teaching during normal hours of use by the school.

**8. Access to school facilities by interested persons**

The school may not limit access to the facility by a learner, educator, worker at the public centre, member of the centre governing body, or by an officer or a member of the public who has an interest in the activities of the public centre.

**9. Security of the school facilities**

9.1 The agreement must provide for a determination of the security needs of the public centre.

9.2 The Head of Department must endeavour to ensure that the public centre is provided with the necessary resources to ensure the security of the facilities.

**10. Relationship between school governing body and centre governing body****10.1 The centre governing body must co-opt-**

- (i) the chairperson of the school governing body or any member designated by him or her; or
- (ii) the principal of the school or any educator designated by him or her.

**10.2 The buildings and property of the school are administered by the school governing body in terms of section 20(g) of the South African Schools Act, 1996 (Act No. 84 of 1996).****10.3 The school governing body and the centre governing body must, in the spirit of the Act, maintain a cordial relationship between them and must advance the public interest by respecting the obligations and rights contained in the agreement.****11. Amendments and Termination of the Agreement**

The agreement must provide for the procedure to be followed in amending, varying or terminating the agreement.

**12. Procedures for Resolution of Disputes**

The agreement must provide for mechanisms and procedures to be followed if a dispute arises between the centre governing body and the school governing body or between the HOD and either of the bodies.

**13. A Pro-Forma Agreement is attached as Annexure 1.**

**14. Short Title**

These regulations shall be called the Regulations relating to the minimum requirements of an agreement between the Head of Department and School Governing Body for the reasonable use of the School facilities by the public centre.



**ANNEXURE 1****Adult Basic Education and Training Act, 2000 (Act No. 52 of 2000)  
(The ABET Act)****PRO FORMA AGREEMENT****AGREEMENT MADE BY AND ENTERED INTO BETWEEN:**

The Head of Department (hereinafter referred to as the HOD) of

..... (name of Province) herein represented by.....

(name and rank), duly authorised by the HOD

AND

..... (name of the school, hereafter referred to as the school)

Postal Address:

.....  
.....

Physical Address:

.....  
.....

Telephone: .....

Whereas the HOD and the governing body of the public school have agreed to enter into this agreement pursuant to section 4 of the ABET Act, read with section 20 (1) (k) of the South African Schools Act (Act No. 84 of 1996), and

Whereas the public centre is allowed reasonable use of the facilities on public school property for educational purposes,

**IT IS HEREBY AGREED THAT:****Interpretation**

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 HOD and the school governing body for the reasonable use of the school facilities by the public centre, has the same meaning assigned to it in the Act, unless the context indicates otherwise.

**The status and description of the public centre**

2. The public centre is established in terms of section 3 of the ABET Act (or established in terms of section..... of..... (Provincial Education Law, if applicable), on public school property.
3. A description of the site and buildings used by the public centre and access roads to the public centre is as set out in **Schedule 1**.

**Proprietary rights held by the public centre**

4. The school governing body declares itself willing to give the public centre the right of use of the property referred to in paragraph 3 for the purpose of education and training.
5. The school governing body gives the public centre the right to use the property during the following time of day and for the following amount of time:  
\_\_\_\_\_.
6. The resources and the costs will be shared by the school and the public centre as follows: (details of how they are to be shared).
7. In cases of section 21 schools, the costs of all reasonable maintenance, including insurance and security of the facilities used by the public centre, will be shared on a pro-rata basis.

8. The public centre shall not pay any rent for the use of school facilities.
9. An agreement between the State and the school governing body 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.
10. The agreement is valid as long as the public centre exists and is terminated on the date on which the public centre is closed. The public centre can only be closed in terms of section 6 of the Act. All improvements to immovable property will become the property of the school free of charge.

### **General**

11. The HOD undertakes to provide a copy of this agreement to the centre governing body and to ensure that the centre governing body makes it available to persons contemplated in regulation 3.2.
12. The curriculum offered at the public centre is in accordance with the prescribed curriculum for public centres and with the applicable administrative directives.
13. The school governing body guarantees access to the public centre by the public, the community and officials referred to in Regulation 8.1 in relation to educational purposes.

### **Amendments**

14. This document contains the entire agreement between the parties and no party shall be bound by any undertaking, representation or warranty not recorded herein or added as provided herein.



15. This agreement may only be amended, varied or terminated if both parties agree to such amendment, variation or termination in writing and it is signed by both parties.

**Commencement**

16. The agreement comes into effect on the day of signature by both parties.

**Domicilium**

17. The school governing body chooses the following address as its 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 .....  
20.....

.....  
CHAIRPERSON OF THE SCHOOL GOVERNING BODY

**AS WITNESSES:**

1. ....  
  
2. ....

Thus done and signed at ..... on this..... day of .....  
20.....

.....  
HEAD OF DEPARTMENT OF..... (PROVINCE) or .....  
DELEGATE OF THE HOD

AS WITNESSES:

1. ....

2. ....

**SCHEDULE 1:**

**A description of the site and buildings and access roads to the public centre**

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Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001

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