



31 January 2019

Ms. L Msila-Ncayo
5 Princess Margaret Street
Ruyterwacht

Delivered via email: liziwemsilancayo@gmail.com

Dear Ms. L Msila-Ncayo

ACCEPTANCE OF RULING OF CHAIRPERSON OF DISCIPLINARY ENQUIRY AND NOTICE OF TERMINATION OF LEASE

1. We confirm as follows:
 - 1.1 You were issued with a notice to attend a disciplinary enquiry into allegations of serious misconduct alleged against you.
 - 1.2 The disciplinary enquiry took place on 21 January 2019 and was presided over by Marianne Kuhlhoff, an independent presiding officer.
 - 1.3 You were in attendance at the disciplinary enquiry and gave evidence and cross-examined Communicare NPO's ("**Communicare**") witnesses.
 - 1.4 The chairperson issued her findings and recommended sanction on 30 January 2019.
 - 1.5 The chairperson of the disciplinary enquiry found you guilty of all the allegations set out in the notice to attend a disciplinary enquiry, and recommended your dismissal with immediate effect. We enclose herewith a copy of the chairperson's findings and his recommendations on sanction.
2. Communicare has considered and accepted the chairperson's recommendation and we accordingly confirm that you are summarily dismissed, with immediate effect, effective from today, 31 January 2019. You will be paid your normal salary until today's date, as well as any annual leave accrued to you to date which you have not yet taken, and any contractual payments due and payable to you by Communicare as at 31 January 2019, less any amount that Communicare may be required to deduct in relation to income tax and / or any lawful deductions due to Communicare.
3. Termination of lease and notice to vacate accommodation provided to you by Communicare
 - 3.1 We hereby give you one calendar months' notice of termination of your lease with Communicare for **5 Princess Margaret Street, Ruyterwacht** ("the **property**") effective 28 February 2019, which will be the last day that you are permitted to occupy the property.
 - 3.2 This notice of termination of lease is in terms of clause 4.2 of your lease agreement with Communicare, dated 2 October 2009, which provides that Communicare must give you one month's notice of termination of the lease and the requirement that you vacate the property.

- 3.3 Communicare has agreed to give you a full calendar months' notice to vacate the property.
- 3.4 We hereby notify you that you are required to secure alternative accommodation for yourself from 1 March 2019.
4. Regarding your membership of Communicare's medical scheme:
- 4.1 Communicare will make one final contribution towards your membership of Communicare's medical scheme ("the **Medical Scheme**") on 31 January 2019.
- 4.2 Subject to the Rules of the Medical Scheme, you may remain a member of the Medical Scheme despite the termination of your employment. If you wish to remain a member of the Medical Scheme, it shall be your sole responsibility to arrange this, failing which your membership of the Medical Scheme shall terminate forthwith.
- 4.3 Should you remain a member of the Medical Scheme, you shall be solely liable for any contributions towards your membership of the Medical Scheme or any other scheme from the Medical Scheme Termination Date.
5. Regarding your membership of Communicare's Provident Fund
- 5.1 Communicare's contributions towards your membership of Communicare's provident fund ("the **Provident Fund**") will cease immediately. You will be entitled to your retirement benefits in terms of and subject to the Rules of the Provident Fund. You will be liable for any tax that may be payable in respect of any Provident Fund pay-out.
6. Your certificate of service, which contains details in respect of your employment with Communicare, as well as the applicable provident fund and relevant UIF documents, are obtainable from Communicare's Employee Benefits Administrator, Colleen Adams.
7. Please return all Communicare's property in your possession (such as any computer, keys, cards, catalogues, correspondence, letters, memoranda, note books, price lists, documents, papers and goods, and any other articles of any kind whatsoever) to Communicare.
8. We furthermore remind you of your duty of confidentiality and confirm that you shall not be allowed, at any time, to use or to divulge to any person any trade secret or any other confidential information concerning the business or affairs of Communicare, which may have come to your knowledge during your employment with Communicare.
9. In accordance with Communicare's Disciplinary and Grievance Policy and Procedure, you have the right to appeal against the chairperson's findings.
10. Should you wish to appeal, you are required to deliver the grounds of your appeal to Ryan Matthews at rmatthews@communicare.org.za within 3 (three) working days of today's date, i.e. by no later than 17h00 on Tuesday, 5 February 2019.

Yours faithfully



J C DU PLOOY

GENERAL MANAGER: CORPORATE SERVICES