IN THE LABOUR COURT OF SOUTH AFRICA, JOHANNESBURG

Not Reportable

Case No: JR2405/15

In the matter between:

PSA OBO LEE-ANN FRITZ **Applicant**

and

HUMAN SCIENCE RESEARCH COUNCIL **First Respondent**

COMMISSIONER EUGENE MUTILENI **Second Respondent**

COMMISSION FOR CONCILIATION, MEDIATION & ARBITRATION **Third Respondent**

Heard:12 July 2018

Delivered 9 May 2019

JUDGMENT

MOSEBO, AJ

Introduction

[1] This is an application brought in terms of section 145(1)(a) of the Labour Relations Act[1] (the Act). The applicant seeks to review and set aside the arbitration award handed down by the second respondent (the commissioner) on 21 September 2015 under case number GAWT10199-15.

[2] In his arbitration award, the commissioner had found that the first respondent had not committed an unfair labour practice against the applicant and therefore had dismissed the applicant's claim with no order as to costs. The review application is opposed by the first respondent.

[3] The review application was two weeks and two days late and there was an application for condonation which was opposed by the first respondent on the basis that there was no adequate explanation and no prospects of success. I granted condonation on the basis that the period of delay was relatively short, the first respondent has not suffered any prejudice and in my view the review application has reasonable prospects of success.

Factual Matrix

[4] The applicant was employed by the first respondent on 1 August 2006 as a personal assistant to the first respondent's Chief Financial Officer, a position that was at the level of assistant director and earned an annual salary of R405 916.48. For reasons that are not relevant to this application, during August 2013, the applicant lodged a grievance in terms of which she requested the first respondent to find an alternative placement for her.

[5] The possibility of placing the applicant in the position of junior journalist in the communication unit was discussed amongst the first respondent's officials. The correspondence amongst the first respondent's officials indicates that the subject line of the emails concerned the 'redeployment' of the applicant.[2] In the midst of all these, on or about 13 September 2013, Ms Mapotlo Ledwaba (Ms Ledwaba) sent an e-mail to other officials of the first respondent informing

[1] Act 66 of 1995, as amended.
[2] Record of the proceedings at p. 36 – 38.

them that there was a vacancy that appeared to be a good fit for the applicant in the communication unit but the only challenge was that the said position's salary was at R245 000.00 when the applicant's salary was at R405 000.00. She also indicated that the communication unit did not have that kind of a budget.

[6] In the same e-mail, Ms Ledwaba specifically requested assistance about the difference in salary from Mr Udesh Pillay (Mr Pillay) but she also pointed out that the transfer and redeployment policy guaranteed the salary of a redeployed employee for a period of 12 months and thereafter the salary of the new position should kick in.[3] However, the applicant was not copied on this e-mail and it is not apparent from the record if Pillay ever responded and/or provided any assistance to Ms Ledwaba on the salary issue.

[7] On or about 18 November 2013, the communication unit issued an internal advertisement of the junior journalist/online writer in the corporate communications and stakeholder relations (RIA), a three year contract based in Pretoria.[4] The advertisement aforesaid did not mention the salary applicable for that post but merely stated that the fist respondent offered attractive, market related packages depending on experience and qualifications.

[8] The applicant applied for the advertised post and was interviewed. On or about 04 February 2014, Mr Julian Jacobs (Mr Jacobs) wrote an internal memorandum to Professor Olive Shisana (the CEO) recommending the applicant to be appointed as the online journalist in line with the budget and the closest fitting cost to company on the salary scale with effect from 01 March 2014.[5]

[9] In his memorandum, Mr Jacobs recorded that this position is a contract position with a salary of more or less R250 000.00 CTC and that the applicant

[3] Record of the proceedings at p. 37.
[4] Record of the proceedings at p. 69.
[5] Record of the proceedings at p. 41 – 42.

was fully aware of that fact. In her testimony, the applicant disputed that she was aware that the salary for this position was R250 000.00 CTC. She also called Ms Kim Trollip (Ms Trollip) who was part of the interview panel with Mr Jacobs and Ms Trollip testified that the salary for this position was not discussed at the interview. Ms Trollip's testimony contradicted Mr Jacobs memorandum to the CEO dated 04 February 2014. Mr Jacobs was not called to testify at the arbitration.

[10] On the same date, 04 February 2014, Dr Themba Masilela (Dr Masilela) indicated his support for the recommendation made by Mr Jacobs to appoint the applicant provided that there was confirmation that the applicant accepted a lower CTC than her current position.[6] There is no evidence to show that this confirmation was sought and/or received from the applicant. On or about 14 February 2014, the applicant wrote an email to Ms Ledwaba indicating that she could only accept the offer of transfer to this position if she was transferred on her current salary because the first respondent was willing to transfer her to another position, Personal Assistant to ED: Management Support on her current salary level. She requested the first respondent, through Ms Ledwaba, to make an attempt to transfer her into the post of junior journalist on her current salary scale.[7]

[11] Ms Ledwaba responded by stating that the applicant was not being transferred to communication unit but communication unit had advertised a post with its terms and conditions and the applicant had applied for that position.[8] It appears that the terms and conditions that Ms Ledwaba was referring to as at 14 February 2014 are the terms and conditions set out in the advertisement. But, as stated, the advertisement did not mention a specific salary for the post.

[12] On or about 26 March 2014, Mr Mbulelo Ntusi (Mr Ntusi) wrote an email to Ms Priya Singh requesting guidance as there was going to be an arbitration at the

[6] Record of the proceedings at p. 42.
[7] Record of the proceedings at p. 89.
[8] Record of the proceedings at p. 89.

Commission for Conciliation, Mediation and Arbitration (the CCMA) the following day.[9] In his email, Mr Ntusi pointed out that according to the transfer and redeployment policy, especially where the employee had initiated a transfer on the grounds of a relationship breakdown, the first respondent has to 'protect' the employee's existing compensation for a year. He also pointed out that the only option on the table was the RIA option although there was an issue of salary shortfall. He then requested funding for the R150 000.00 difference in respect of the position in RIA for about a year in order to have a mandate for the following day's arbitration.[10]

[13] Ms Singh requested approval from the CEO who duly approved same and thereafter Ms Singh advised Mr Ntusi that the additional R150 000.00 was for one year only and she also instructed HR to insert a *proviso* in the letter to the effect that the salary is only maintained for a year and will be reviewed at the end of the year.[11] There is no evidence showing that these e-mails and/or the discussions between Ms Singh and Mr Ntusi were brought to the applicant's attention.

[14] On or about 28 March 2014, the applicant was furnished with an offer of employment letter dated 27 March 2014 appointing her as a junior journalist/online writer at the rank of Assistant Director with effect from 01 April 2014.[12] It is specifically stated that the said letter of appointment and the general conditions of employment of the first respondent constitute the applicant's contractual relationship with the first respondent and that where the two documents conflict the letter of appointment will prevail to the extent that it is more favourable. It is further stated that where both letter of appointment and the general conditions of employment are silent, the applicable legislation will apply.[13]

[9] Record of the proceedings at p. 40.
[10] Record of the proceedings at p. 40.
[11] Record of the proceedings at p. 39.
[12] Record of the proceedings at p. 44 – 51.
[13] See: Para 2 of the letter of appointment.

[15] The employment was for a fixed term contract commencing from 01 April 2014 terminating on 31 March 2017 and subject to 12 months' probation. Paragraph 10.1 provides that the employee's total cost to company package at appointment will be R405 916.48 and paragraph 10.2 provides that the salary is guaranteed for a period of 12 months only as per the transfer and redeployment policy. It is immediately apparent that paragraph 10.2 was added at the instance and instructions of Ms Singh in accordance with her email to Mr Ntusi dated 26 March 2014.[14]

[16] The introduction of paragraph 10.2 raises a number of issues that had to be resolved at the arbitration mainly whether the applicant applied for an advertised post and was appointed in accordance with the advertisement or was she simply redeployed in accordance with the transfer and redeployment policy. This was important because normally advertisements are handled in terms of selection and recruitment policies of the employer but transfers and redeployment are handled in terms of a different policy which in this case was the transfer and deployment policy. I will return to this issue.

[17] However, it is significant to note that the transfer and redeployment policy, in particular paragraph 5.8 thereof, does not mention a salary and/or what will happen at the end of the 12 month period referred to in clause 10.2 of the letter of employment.[15] In other words, paragraph 5.8 of the transfer and redeployment policy is silent and also clause 10.2 of the letter of appointment is silent on what will happen to the applicant's salary when the 12 month guaranteed period expires. In her testimony the applicant stated that Mr Ntusi and Mr David Letaba (Mr Letaba) made her to understand that nothing would happen after the 12 months and that is why there was no indication that her salary would change.[16] Messrs Ntusi and Letaba were not called to testify at the arbitration.

[14] Record of the proceedings at p. 39
[15] Para 5.8 provides that *'if an employee elects to accept an offer of redeployment at a lower level, his or her existing compensation level will continue to be protected for a period of twelve months*.'
[16] Transcript p 80 ll 1 – 10.

[18] On or about 01 April 2015, the CEO wrote a letter to the applicant indicating *inter alia* that the applicant's cost to council remuneration package would increase from R434 330.63 to R458 218.81 per annum.[17] On 17 April 2015 and within two weeks of the CEO's letter, Dr Masilela wrote a letter to the applicant referring to the applicant's letter of appointment dated 27 March 2014 as a letter of redeployment.[18] In this letter Dr Masilela indicated that as outlined in the letter, the applicant's remuneration of R405 916.48 was only guaranteed for a period of 12 months i.e. 01 April to 31 March 2015 and in light of the above agreement, the applicant was reminded that her current remuneration would reduce to R294 800.00 which is the remuneration of that post and the change was effective from 01 April 2015. It is immediately apparent from Dr Masilela's letter that there was no clarity on whether the applicant was appointed or redeployed to the new position of junior journalist/online writer. Therefore, a determination of this issue was crucial at the arbitration.

[19] On 22 April 2015, the applicant lodged a grievance.[19] This could not be resolved and on 13 August 2015, the applicant referred a dispute to the CCMA for conciliation but this was also unsuccessful and the dispute was then referred to arbitration. The arbitration was scheduled for hearing on 11 September 2015 and the commissioner handed down his arbitration award on 21 September 2015 wherein he found that the first respondent had not committed an unfair labour practice against the applicant.

Assessment

[20] The arbitration award is attacked on various grounds but mainly on ground that the commissioner failed to apply the general principles of the law of contract in particular the parol evidence rule. In *Denel (Pty) Ltd v Gerber*[20] the Labour Appeal Court (LAC), per Zondo JP (as he then was) described the parol evidence rule as follows:

[17] Record of the proceedings at p. 54.
[18] Record of the proceedings at p. 75.
[19] Record of the proceedings at p. 71.
[20] [2005] 9 BLLR 849 (LAC).

> "The rule which is generally referred to as parol evidence rule is to the effect that when a contract has been reduced to writing, the writing is, in general, regarded as the exclusive memorial of the transaction and in a suit between the parties no evidence to proof its terms may be given save the document or secondary evidence of its contents, nor may the contents of such document be contradicted, altered, added to or varied by parol evidence."[21]

[21] The commissioner referred to the offer of employment signed by the applicant on 28 March 2014 in particular clause 10.2 thereof. He then recorded that it was the applicant's submission that clause 10.2 does not translate to a reduction of her salary after a period of 12 months[22]. The commissioner then referred to the budget in the sum of R250 000.00[23] and retorted as to why the salary was being guaranteed for a period of 12 months in line with the policy dealing with transfer and redeployment. The commissioner indicated that clause 10.2 is literally similar to clause 5.8 of the transfer and redeployment policy and that the said policy as well as the recruitment policy both sit with the HR department which happened to be the custodian of those policies.[24]

[22] The commissioner concluded that the applicant's denial that this measure taken by the respondent to assist her during the transitional period is not probable because the arrangement is captured in the policy of the respondent and succinctly states that its intention is to assist employees who find themselves in this space.

[23] The arbitration award is not clear as to which period is being referred to as the 'transitional period'. However, it is apparent from the award[25] that the commissioner failed to consider that even though the applicant had initially requested to be redeployed and the process of redeployment had commenced, on or about 13 September 2013, Ms Ledwaba wrote an e-mail to Messrs Ntusi and Pillay pointing out the challenge she was faced concerning

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[21] Id fn 20 at para 9.
[22] Para 47 of the arbitration award.
[23] P. 33 of Bundle A.
[24] Para 48 of the arbitration award.
[25] Paras 47 and 48 of the arbitration award.

the fact that the junior journalist post in the communication unit was at R245 000.00 CTC when the applicant's salary was at R405 000.00 CTC.[26] In that e-mail, Ms Ledwaba referred to the 12 months period contained in clause 5.8 of the transfer and redeployment policy and indicated that at the end of the said period, the correct salary would kick in. She then specifically requested assistance from Mr Pillay on how to address the difference in salary.

[24] The commissioner failed to consider that there was no evidence presented at the arbitration to show that Mr Pillay reverted to Ms Ledwaba. In fact, it appears from the record that Ms Ledwaba's e-mail dated 13 September 2013 was the last e-mail concerning the redeployment process. This was the only e-mail presented at the arbitration which explained that at the end of the guaranteed 12 months' period, the salary of the deployed employee would drop to the salary commensurate with the new position, however, the applicant was not copied on this e-mail.

[25] The commissioner failed to consider that there was no evidence presented at the arbitration to show that the applicant was made aware that her salary would drop to R294 000.00 at the end of the 12 months period. The other correspondence that touched on this issue is Ms Singh's email dated 26 March 2014 wherein she instructed HR to insert a clause in the letter of appointment to the effect that the salary would only be maintained for a year and that it would be reviewed at the end of the year. However, that email also does not state that the applicant's salary would be reviewed downwards and it was also not brought to the applicant's attention.

[26] It is apparent from the record that following Ms Ledwaba's e-mail dated 13 September 2013, the first applicant placed an internal advertisement of the same post that was referred to in Ms Ledwaba's email, but the salary for this position was not mentioned in the advertisement save to state that the salary would be market related and commensurate with experience and qualifications.

[26] Record of the proceedings at p. 37.

[27] It is common cause between the parties that the applicant applied for the said advertised post and thereafter she was interviewed and appointed.[27] In my view, this means that this was a new appointment made in accordance with the recruitment processes of the first applicant. In other words, it was not a transfer or a redeployment. It follows therefore that the transfer and redeployment policy was not applicable in this matter. This view is fortified by the fact that on 04 February 2014, Mr Jacobs wrote an internal memorandum to the CEO recommending that the applicant be appointed to the recently advertised position after she was interviewed on 27 January 2014 by a panel of four members.

[28] This view is further fortified by Ms Ledwaba in her response to the applicant's e-mail dated 14 February 2014[28] in which the applicant had indicated to Ms Ledwaba that she could only accept the offer if she were to be transferred to the position of online writer on her current salary due to the fact that the first respondent was willing to transfer her to another position with her current salary level. In her response to the applicant's e-mail, Ms Ledwaba made it clear that the applicant was not being transferred to communication unit as the post was advertised with its terms and conditions and the applicant applied for that position.

[29] Ms Ledwaba's view in this regard was correct in that the issue of transfer and/or redeployment had ended with her e-mail dated 13 September 2013 and/or in particular on 18 November 2013 when the vacant post was advertised. It follows therefore that from about 18 November 2013, when the post was advertised internally, the parties were, then, engaged in the process of selection and recruitment for a new appointment, as opposed to a transfer or a redeployment.

[30] It is apparent from the arbitration award that the commissioner misconstrued evidence in this regard in that the commissioner referred to clause 10.2 and to

[27] Transcript p. 67 ll 15-20; p. 68 ll 5-15; p. 88-91.
[28] Record of the proceedings at p. 89.

the exchange of the emails between the applicant and Ms Ledwaba as if the applicant was aware of the existence of clause 10.2 at the time she sent an email dated 14 February 2014 to Ms Ledwaba.[29] The correct state of affairs is that in her email dated 14 February 2014, the applicant was simply requesting to be transferred with her salary to the new position as she had another opportunity to be transferred with her salary to another position. In her response Ms Ledwaba merely corrected the misapprehension under which the applicant was labouring that she was been transferred, as the position she had applied for was not a transfer but an advertised position with its own terms and conditions as set out in the advertisement.

[31] The e-mail from Ms Ledwaba did not at all address the applicant's submission made at the arbitration that the appointment letter in particular clause 10.2 does not indicate that her salary would be reduced at the end of the 12 month period. In my view, the commissioner's reliance on Ms Ledwaba's email dated 14 February 2014 as a foundation to conclude that the applicant was aware of the implications of clause 10.2 in particular that her salary would be reduced at the end of the 12 month period is, with respect, unreasonable and no reasonable decision maker could reach such a decision[30]. Further, clause 5.8 of the transfer and redeployment policy also does not provide that the applicant's salary would be reduced at the expiry of the 12 month period, let alone to R294 000.00.

[32] The commissioner also indicated[31] that the applicant conceded under cross-examination that she had read the policy on transfer and redeployment which contains a similar provision which guarantees a salary for a period of 12 months for employees who accepted positions on a lower salary scale. The commissioner stated that it was difficult to comprehend why the transfer and redeployment policy should not be applicable to the applicant as it has always sat with the HR department even before her appointment to the new

[29] Paras 54 and 55 of the arbitration award.
[30] Test for the review of arbitration awards was set out in the matter of *Sidumo and Another v Rustenburg Platinum Mines Ltd and Others* (2007) 28 ILJ 2405 (CC).
[31] In paragraph 50 of the arbitration award.

position[32]. It is apparent from these paragraphs that the commissioner's difficulty to comprehend the matter was caused by the fact that he laboured under a misapprehension that the applicant had accepted a position with a lower salary when there was no evidence presented at the arbitration to support a finding that the applicant had accepted a position with a lower salary and/or that she was made aware that she had accepted a position with a lower salary.

[33] The applicant testified at the arbitration, which testimony had been corroborated by Ms Trollip, that the issue of the salary was not discussed at the interview. The employer did not call any witness to counteract that version. It is also significant that on 04 February 2014, Dr Masilela supported Mr Jacobs' recommendation to appoint the applicant provided that there was a confirmation that the candidate accepted the lower CTC than her current position.[33] There was no evidence presented at the arbitration to establish that this confirmation was sought and/or received from the applicant. In my view, the commissioner's conclusion that the applicant was aware that her salary would be reduced at the end of the 12 months period is not supported by any evidence and is therefore unreasonable.

[34] On the other hand, clause 1.1 of the applicant's letter of appointment[34] provides that she would be employed at the rank of an assistant director and that is the same rank the applicant held in her previous position and clause 10.1 provided that the applicant's salary was exactly the same as it was in her previous position. Further, clause 10.2 does not provide that the applicant's salary would be reduced at the end of the 12 month period. The applicant was cross-examined at length on this issue and her answer was that clause 10.2 does not indicate salary reduction at the end of 12 months.[35] This view was not contradicted.

[32] In paragraph 51 of the arbitration award.
[33] Record of the proceedings at p. 42.
[34] Record of the proceedings at p. 44.
[35] Transcript p. 78-79.

[35] When asked whether she sought clarity on what was going to happen after 12 months, the applicant stated that she was made to understand that nothing would happen after 12 months and that is why there is no indication in her contract that her salary would change. She testified that this was an oral undertaking made to her at the CCMA by Messrs Ntusi and Letaba.[36] This evidence was not disputed by the first respondent. Instead, the applicant was asked if she would call Messrs Ntusi and Letaba to corroborate her version as she did not have any documentary evidence.[37]The record indicates that the applicant stated that she did not have any written proof because they had a verbal discussion and that she would not call any of the two gentlemen.[38]

[36] On or about 28 March 2014, the applicant was furnished with an offer of employment dated 27 March 2014.[39] It is significant that this letter is not titled 'transfer' or 'redeployment' but 'offer of employment'. The first introduction paragraph states that the applicant is being offered 'an appointment' with effect from 01 April 2014.The second introduction paragraph states that this letter of appointment and the general conditions of employment of the first respondent constitute the applicant's contractual relationship with the first respondent and where the two documents conflict, the letter of employment will prevail to the extent that it is more favourable. It further states that where both the letter of appointment and the general conditions of employment are silent, then, applicable legislation would apply.

[37] It is apparent from the aforegoing that on 28 March 2014, when the applicant signed the offer of employment, a new contract of employment was created between the parties and the second introduction paragraph aforesaid indicates that the said letter of appointment constitutes a contract and also directs how the said contract is to be interpreted and/or applied. It follows therefore that in determining the issues in dispute between the parties in this matter, the commissioner ought to have paid particular attention to the rights and obligations of the parties as set out in the contract of employment.

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[36] Transcript p. 79-80.
[37] Transcript p. 81.
[38] Transcript p. 82 – 83.
[39] Record of the proceedings at p. 44.

[38] I have doubt on whether the parol evidence rule applies in this matter in that there is no clause in the letter of appointment stating that the said letter constitutes the sole agreement between the parties. The second introduction clause indicates that the letter of employment and also the general conditions of employment constitute the contractual relationship between the parties. I am of the view that when interpreting and/or applying clause 10.2 of the letter of appointment, the commissioner misdirected himself and considered irrelevant issues when he took into account the budget in the sum of R250 000.00[40] in that there was no evidence presented before him to show that the said budget had been brought to the applicant's attention so as to reach a conclusion that the applicant was aware of the said budget. The applicant testified that she was not aware of the budget for this position and that she saw it for the first time from the evidence presented at arbitration because budget approvals go to HR and not to the employee who applies for the advertised position. This was not disputed by the first respondent.[41]

[39] Even though Mr Jacobs' internal memorandum dated 04 February 2014 was included in the bundle and it indicated that the applicant was aware of the budget concerning this post, the fact that the first respondent did not call Mr Jacobs is significant in that in her testimony, the applicant disputed that she was aware of the budget regarding this post and she called Ms Trollip who was part of the panel that interviewed her to corroborate her version. In this instance, the applicant's version was the only one available before the arbitrator.

[40] It follows therefore that based on the evidence presented at the arbitration, the commissioner made a decision which no reasonable decision maker could reach when he concluded that the applicant's denial of knowledge of the budget is not probable.

Conclusion

[40] P. 33 of Bundle A
[41] Transcript p. 95 ll 10-20.

[41] In conclusion, I find that there was sufficient evidence before the arbitrator to show that the applicant applied for a new position and was duly appointed in the new position as opposed to being deployed in terms of the transfer and redeployment policy. At the time she made the application, the applicant occupied the rank of an assistant director and she was also appointed at the rank of an assistant director. Paragraph 10.1 of her letter of appointment indicated her salary as R405 916.00. Paragraph 10.2 provided that her salary would be protected for a period of 12 months per transfer and redeployment policy but both paragraph 10.2 and paragraph 5.8 of the transfer and redeployment policy do not provide that the applicant's salary will be reduced at the expiry of the 12 month's period. I also find that there was no evidence presented at the arbitration to show that the applicant was informed that the position she was applying for was budgeted at R250 000.00 nor was she informed that her salary would be reduced at the end of the expiry of the 12 months period.

[42] In my view, there was confusion on the part of the first respondent's officials and this confusion was created when Mr Pillay issued the instruction to include a clause guaranteeing the applicant's salary for 12 months as if the applicant was redeployed when actually she was not redeployed. The confusion was exacerbated by the fact that the clause guaranteeing the applicant's salary for 12 months does not stipulate what would happen at the expiry of the said 12 months period. This confusion manifested itself when the applicant was furnished with a letter of appointment, followed by a letter from the CEO entitled 'annual cost of living adjustment' and soon thereafter followed by Dr Masilela's letter entitled 'redeployment to RIA'. The applicant's version presented at the arbitration was not contradicted.

[43] Based on the evidence presented at the arbitration, I find the commissioner to have reached decisions that could not have been made by a reasonable decision maker and therefore his award falls to be reviewed and set aside.

[44] I do not think that it would be fair to revert this matter for a hearing *de novo* given the fact that it is a very old matter.[42] I am also of the view that there is an on-going relationship between the applicants and the first respondent herein and that it would be fair and equitable if each of the parties pay its own costs.

[45] In the premises the following order is made:

Order

1. The application for condonation is granted;

2. The second respondent's award dated 21 September 2015 is reviewed and set aside;

3. Paragraphs 58 and 59 of the arbitration award are substituted with the following:

   "The respondent, Human Sciences Research Council (HSRC) has committed an unfair labour practice against the Applicant, Lee-Ann Fritz in terms of the provisions of section 186(2)(a) of the Labour Relations Act."

4. The HSRC is ordered to pay Lee-Ann Fritz the difference of her salary between R458 218. 81 and R294 000.00 (including any applicable increments) calculated from 01 April 2015 to date.

5. There is no order as to costs.

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Mosebo AJ

Acting Judge of the Labour Court of South Africa

[42] See: *National Commissioner of Police and Another v Harrl NO and Others* (2011) 32 ILJ 1175 (LC).

Appearances:

For applicants: Ms P. Govender of Macgregor Erasmus

For First Respondent: Ms J. Ewang of Hogan Lovells