
PUBLIC PROTECTOR SOUTH AFRICA

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Allegations of improper conduct and maladministration by the Eastern Cape Department of Rural Development and Agrarian Reform

REPORT ON AN INVESTIGATION INTO ALLEGATIONS OF IMPROPER CONDUCT AND MALADMINISTRATION BY THE EASTERN CAPE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM RELATING TO THE PLACEMENT OF LEARNERS IN ORDER TO COMPLETE THE PRACTICAL COMPONENT OF A LEARNERSHIP PROGRAMME AND NON-PAYMENT FOR SERVICES RENDERED
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Executive Summary

(i) This is a report of the Public Protector issued in terms of section 182(1)(b) of the Constitution of the Republic of South Africa, 1996 (the Constitution) and section 8(2A) of the Public Protector Act, 1994 (the Public Protector Act).

(ii) The report relates to an investigation into allegations of improper conduct and maladministration by the Eastern Cape Department of Rural Development and Agrarian Reform (the Department) pertaining to the placement of learners in order for them to complete the practical component of a Learnership Programme, and non-payment for services rendered in this regard.

(iii) The complaint was lodged on 17 September 2015 by Ms LS Jakavula the owner of Khwezi Skills Training (KST) (the Complainant).

(iv) Based on an analysis of the complaint, the following issues were considered and investigated:

(a) Whether the Department unduly delayed the placement of learners in order to complete the workplace exposure part of a Learnership Programme conducted in terms of a Service Level Agreement (SLA) entered into with KST on 20 August 2012; and if so

(b) Whether the undue delay by the Department prejudiced the Complainant; and

(c) Whether the undue delay by the Department was improper and constitutes maladministration.

(v) The investigation was conducted in terms of section 182(1) of the Constitution and sections 6 and 7 of the Public Protector Act. It included interviews, meetings and correspondence with the Complainant and the Department, analysis of the relevant
documents and information obtained during the investigation and application of the relevant provisions of the SLA.

(vi) Having considered the evidence and information obtained during the investigation, the Public Protector makes the following findings:

(a) Regarding whether the Department unduly delayed the placement of learners in order to complete the workplace exposure part of a Learnership Programme conducted in terms of the SLA entered into with KST on 20 August 2012.

(aa) The allegation that the Department unduly delayed the placement of learners in order to complete the workplace exposure part of a Learnership Programme conducted in terms of the SLA entered into with KST, is substantiated.

(b) Regarding whether the undue delay by the Department prejudices the Complainant.

(aa) The allegation that the undue delay by the Department prejudiced the Complainant, is substantiated.

(c) Regarding whether the undue delay by the Department was improper and constitutes maladministration.

(aa) The undue delay by the Department constitutes improper conduct as envisaged in section 182(1) of the Constitution and maladministration as envisaged in section 6(4)(a)(i) of the Public Protector Act.
(vii) The appropriate remedial action taken by the Public Protector in terms of section 182(1)(c) of the Constitution is the following:

(a) The Head of the Department:

(aa) To take urgent steps to pay to KST the amount of R564 200 plus interest calculated in terms of the Prescribed Rate of Interest Act, 1975 on the amount of R564 200, from the due date to the date of payment, within 30 business days from the date of this report; and

(bb) To tender a written apology to the Complainant for the undue delay in payment and the prejudice that she suffered, within 15 business days from the date of this report.
REPORT ON AN INVESTIGATION INTO ALLEGATIONS OF IMPROPER CONDUCT AND MALADMINISTRATION BY THE EASTERN CAPE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM RELATING TO THE PLACEMENT OF LEARNERS IN ORDER TO COMPLETE THE PRACTICAL COMPONENT OF A LEARNERSHIP PROGRAMME AND NON-PAYMENT FOR SERVICES RENDERED

1. INTRODUCTION

1.1. This is my report as the Public Protector, issued in terms of section 182(1)(b) of the Constitution of the Republic of South Africa, 1996 (the Constitution) and section 8(2A) of the Public Protector Act, 1994 (Public Protector Act).

1.2. The report is submitted in terms of sections 8(1) and 8(3) of the Public Protector Act to:

1.2.1 The Member of the Executive Council of the Eastern Cape Provincial Government responsible for Rural Development and Agrarian Reform, Mr X Nqatha; and

1.2.2 The Acting Head of the Eastern Cape Department of Rural Development and Agrarian Reform (the Department), Ms Z Makina.

1.3. A copy of the report is also provided to Ms L Jakavula, who lodged the complaint, to inform her of the outcome of my investigation.

1.4. The report relates to an investigation into allegations of improper conduct and maladministration by the Eastern Cape Department of Rural Development and Agrarian Reform pertaining to the placement of learners in order to complete the practical component of a Learnership Programme, and non-payment for services rendered in this regard.
2. **THE COMPLAINT**

2.1 The complaint was lodged on 17 September 2015 at the Eastern Cape Provincial Office of the Public Protector South Africa (PPSA) in Bhisho.

2.2 According to the Complainant, she is the owner of an accredited training entity, *Khwezi Skills Training* (KST), which was contracted by the Department to provide training in construction skills to learners in Flagstaff, in the Eastern Cape Province.

2.3 The training comprised Learnership and Skills Programmes.

2.4 KST commenced the training in November 2012 and it was completed in November 2013.

2.5 In terms of the Learnership Programme, learners had to obtain workplace exposure.

2.6 One of the conditions of the Service Level Agreement (SLA) entered into between KST and the Department on 20 August 2012 was that Department had to negotiate with local municipalities for the placement of the learners, whilst they were undergoing training, in order to complete the workplace exposure part of the Learnership Programme.

2.7 The Department unduly failed to place the learners that were trained in terms of the SLA.

2.8 The Complainant contended that a final payment was to be made to KST, subsequent to the completion of the workplace exposure component of the Learnership Programme, which did not materialise, due to the failure by the Department.
2.9 KST was only paid the amount of R241 800 out of R806 000 in terms of the SLA for the Learnership Programme.

2.10 She in essence asserted that failure on the part of the Department was improper, constitutes maladministration and that she was prejudiced as a result thereof.

3. **POWERS AND JURISDICTION OF THE PUBLIC PROTECTOR**

3.1 The Public Protector is an independent constitutional institution, established under section 181(1) (a) of the Constitution to strengthen constitutional democracy through investigating and redressing improper conduct in state affairs.

3.2 Section 182(1) of the Constitution provides that:

"The Public Protector has the power as regulated by national legislation –

(a) to investigate any conduct in state affairs, or in the public administration in any sphere of government, that is alleged or suspected to be improper or to result in any impropriety or prejudice;

(b) to report on that conduct; and

(c) to take appropriate remedial action."

3.3 Section 182(2) directs that the Public Protector has additional powers and functions prescribed by national legislation.

3.4 The Public Protector is further mandated by the Public Protector Act to investigate and redress maladministration and related improprieties in the conduct of state affairs. The Public Protector is also given power to resolve disputes through conciliation, mediation, negotiation, advising the complainant regarding appropriate remedies or any other means that may be expedient under the circumstances.
3.5 In the *Economic Freedom Fighters v Speaker of the National Assembly and Others: Democratic Alliance v Speaker of the National Assembly and Others* the Constitutional Court per Mogoeng CJ held that the remedial action taken by the Public Protector has a binding effect\(^1\). The Constitutional Court further held that: "*When the remedial action is binding, compliance is not optional, whatever reservations the affected party might have about its fairness, appropriateness or lawfulness. For this reason, the remedial action taken against those under investigation cannot be ignored without any legal consequences*"\(^2\).

3.6. In the above-mentioned matter of the *Economic Freedom Fighters v Speaker of the National Assembly and Others*, the Chief Justice Mogoeng stated the following, when confirming the powers of the Public Protector:

3.6.1 Complaints are lodged with the Public Protector to cure incidents of impropriety, prejudice, unlawful enrichment or corruption in government circles (para 65);

3.6.2 An appropriate remedy must mean an effective remedy, for without effective remedies for breach, the values underlying and the rights entrenched in the Constitution cannot properly be upheld or enhanced. (para 67);

3.6.3 Taking appropriate remedial action is much more significant than making a mere endeavour to address complaints is the most the Public Protector could do in terms of the Interim Constitution. However sensitive, embarrassing and far-reaching the implications of her report and findings, she is constitutionally empowered to take action that has that effect, if it is the best attempt at curing the root cause of the complaint (para 68);

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\(^1\) [2016]ZACC 11; 2016(3) SA 580(CC) and 2016 (5) BCLR 618 (cc) at para[76].

\(^2\) *Supra* at para[73]
3.6.4 The legal effect of these remedial measures may simply be that those to whom they are directed are to consider them properly, with due regard to their nature, context and language, to determine what course to follow. (para 69);

3.6.5 Every complaint requires a practical or effective remedy that is in sync with its own peculiarities and merits. It is the nature of the issue under investigation, the findings made and the particular kind of remedial action taken, based on the demands of the time, that would determine the legal effect it has on the person, body or institution it is addressed to. (para 70);

3.6.6 The Public Protector’s power to take appropriate remedial action is wide but certainly not unfettered. What remedial action to take in a particular case, will be informed by the subject-matter of investigation and the type of findings made. (para 71);

3.6.7 Implicit in the words “take action” is that the Public Protector is herself empowered to decide on and determine the appropriate remedial measure. And “action” presupposes, obviously where appropriate, concrete or meaningful steps. Nothing in these words suggests that she necessarily has to leave the exercise of the power to take remedial action to other institutions or that it is power that is by its nature of no consequence; (para 71(a);

3.6.8 She has the power to determine the appropriate remedy and prescribe the manner of its implementation (para 71(d));

3.6.9 “Appropriate” means nothing less than effective, suitable, proper or fitting to redress or undo the prejudice, impropriety, unlawful enrichment or corruption, in a particular case (para 71(e));
3.7 In the matter of the President of the Republic of South Africa v Office of the Public Protector and Others (91139/2016) [2017] ZAGPPHC 747; 2018 (2) SA 100 (GP); [2018] 1 All SA 800 (GP); 2018 (5) BCLR 609 (GP) (13 December 2017), the court held as follows, when confirming the powers of the Public Protector;

3.7.1 The constitutional power is curtailed in the circumstances wherein there is conflict with the obligations under the Constitution (paragraph 71 of the judgment);

3.7.2 The Public Protector has the power to take remedial action, which include instructing the President to exercise powers entrusted on them under the Constitution if that is required to remedy the harm in question. (paragraph 82 of the judgment);

3.7.3 Taking remedial action is not contingent upon a finding of impropriety or prejudice. Section 182(1) afford the Public Protector with the following three separate powers( paragraph 100 and 101 of the judgment):

a) Conduct an investigation;

b) Report on that conduct; and

c) To take remedial action.

3.7.4 The Public Protector is constitutionally empowered to take binding remedial action on the basis of preliminary findings or prima facie findings. (paragraph 104 of the judgment);
3.7.5 The primary role of the Public Protector is that of an investigator and not an adjudicator. Her role is not to supplant the role and function of the court. (Paragraph 105 of the report).

3.7.6 The fact that there is no firm findings on the wrong doing, this does not prohibit the Public Protector form taking remedial action. The Public Protector’s observations constitute *prima facie* findings that point to serious misconduct (paragraph 107 and 108 of the Judgment); and

3.7.7 *Prima facie* evidence which point to serious misconduct is a sufficient and appropriate basis for the Public protector to take remedial action (paragraph 112 of the judgment).

3.8 The Department is an organ of state and its conduct amounts to conduct in state affairs, as a result the matter falls within the ambit of the Public Protector’s mandate.

3.9 The jurisdiction of the Public Protector to investigate this matter was not disputed by the parties.

4 THE INVESTIGATION

4.1 Methodology

4.1.1 The investigation was conducted in terms of section 182 of the Constitution and sections 6 and 7 of the Public Protector Act.

4.1.2 The Public Protector Act confers on the Public Protector the sole discretion to determine how to resolve a dispute of alleged improper conduct or maladministration.
4.2 Approach to the investigation

4.2.1 The investigation was approached using an enquiry process that seeks to find out:
   4.2.1.1 What happened?
   4.2.1.2 What should have happened?
   4.2.1.3 Is there a discrepancy between what happened and what should have happened and does that deviation amount to maladministration?
   4.2.1.4 In the event of improper conduct or maladministration, what would it take to remedy the wrong or to place the Complainant as close as possible to where she would have been, if it was not for the improper conduct or maladministration?
   4.2.1.5 The question regarding what happened is resolved through a factual enquiry relying on the evidence provided by the parties and independently sourced during the investigation. In this particular case, the factual enquiry principally focused on whether or not the Department acted improperly by delaying in the placement of learners in order to complete the practical component of a Learnership Programme, failing to pay KST the outstanding amount and whether the Complainant was prejudiced as a result of it.
   4.2.1.6 The enquiry regarding what should have happened, focuses on the standard that should have been met by the Department in terms of the SLA in entered into with KST, to prevent maladministration or prejudice.
   4.2.1.7 The enquiry regarding the remedy or remedial action seeks to explore options for redressing the consequences of maladministration. Where a complainant has suffered prejudice, the idea is to place him or her as close as possible to where he/she would have been, had the Department or organ of state complied with the applicable standards for good administration.
4.3 On analysis of the complaint, the following were issues considered and investigated:

4.3.1 Whether the Department unduly delayed the placement of learners in order to complete the workplace exposure part of the Learnership Programme conducted in terms of the SLA entered into with KST on 20 August 2012; and if so

4.3.2 Whether the undue delay by the Department prejudiced the Complainant; and

4.3.3 Whether the undue delay by the Department was improper and constitutes maladministration.

4.4 KEY SOURCES OF INFORMATION

4.4.1 Documents

4.4.1.1 A copy of the Service Level Agreement entered into between KST and the Department on 20 August 2012.

4.4.2 Meetings held

4.4.2.1 Meeting with Mr L Coetzee, the Deputy Director -General: Agriculture Development, and other officials from the Department, on 17 November 2015.

4.4.2.2 Meeting with Mr L Ngada, the Head of Department, and other officials from the Department, on 18 May 2017.

4.4.3 Correspondence exchanged between the Public Protector and
4.4.3.1 The Head of the Department dated 24 June 2016 and 25 July 2016.

4.4.4 Legislation and other prescripts

4.4.4.2 The Public Protector Act 23 of 1994.
4.4.4.3 The Prescribed Rate of Interest Act 55 of 1975.
4.4.4.4 The Public Finance Management Act, 1999.

4.4.5 Notices issued in terms of section 7(9) of the Public Protector Act

4.4.5.1 Notice issued in terms of section 7(9) (a) of the Public Protector Act to the Head of Department, Mr L Ngada, dated 15 January 2019.

4.4.5.2 Response to the section 7(9) (a) notice from the Acting Head of Department, Mr L Coetzee, dated 30 January 2019.

5 THE DETERMINATION OF THE ISSUES IN RELATION TO THE EVIDENCE OBTAINED AND CONCLUSIONS MADE WITH REGARD TO THE SLA

5.1 Regarding whether the Department unduly delayed the placement of learners in order to complete the workplace exposure part of the Learnership Programme conducted in terms of the SLA entered into with KST on 20 August 2012.

Common cause or undisputed facts

5.1.1 It is common cause that the Department and KST entered into the SLA on 20 August 2012.

5.1.2 It was not in dispute that the SLA constituted a valid agreement between the parties.
5.1.3 In terms of the SLA, the Department contracted with KST to train a group of learners in two programmes, a Learnership for Community House Building Programme (the Learnership Programme) and Roadwork’s Skills Programme (the Skills Programme).

5.1.4 The Learnership Programme was structured in parts: theory, practical and workplace exposure. The Learnership Programme was to run for a period of twelve (12) months and the total amount payable to KST on completion thereof was R806 000.

5.1.5 The Skills Programme was to run for five weeks. It was completed and KST was only paid an amount of R160 000.

5.1.6 The total contracted amount in respect of both programmes was R966 000.

5.1.7 The Complainant was paid an amount of R241 800 by the Department in respect of the Learnership Programme. The outstanding amount of R564 200 was to be paid to KST on completion of the workplace exposure part of the Learnership Programme.

5.1.8 It is further common cause that the Complainant has not been fully paid for the Learnership Programme in terms of the SLA.

5.1.9 At a meeting held with the Department on 17 November 2015, it was acknowledged that the remainder of the implementation of the Learnership Programme is dependent on the Department enabling the learners to undergo workplace exposure, in terms of the SLA. The Department undertook to approach municipalities and the Eastern Cape Department of Public Works to place the learners for workplace exposure.

5.1.10 To date, the learners have not been placed for workplace exposure, as required by the SLA.
5.1.11 During a meeting held on 18 May 2017, the Department conceded that it "defaulted as a Department and many things fell through the cracks".

5.1.12 The Complainant indicated at this meeting that the Department was alerted timeously that workplace exposure had to be arranged.

5.1.13 She contended that the Department should take the responsibility for failing to place the learners for workplace exposure in terms of the provisions of the SLA, as a result of which the Learnership Programme could not be concluded.

5.1.14 The then Acting Head of Department, Mr L Coetzee, responded on 30 January 2019 to a Notice issued in terms of section 7(9)(a) of the Public Protector Act, affording the Department an opportunity to respond to the evidence and information obtained during the investigation, implicating it in improper conduct or maladministration.

5.1.15 He stated that the Department concedes that in terms of the SLA it was supposed to negotiate with local municipalities for the placement of the learners in order to complete the workplace exposure part of the Learnership Programme. The Department further conceded that a payment of R241 000 was made to KST in respect of the theory portion of the training.

Issues or Facts in Dispute

5.1.16 On 25 July 2016, the Department submitted a report to the investigating team, indicating that attempts from October 2015 to July 2016 by the Department to place the learners at the Eastern Cape Department of Public Works and municipalities were unsuccessful. The Department further undertook to make a final approach to the Department of Public Works to place the learners in any of its construction projects at the O R Tambo District Municipality.
5.1.17 From the contents of this report it is clear that the Department only started engaging municipalities and other Departments from October 2015, more than two years after the Leanership Programme was concluded and only after the complaint was lodged with the Public Protector.

5.1.18 Only three local municipalities and the Eastern Cape Department of Public Works were approached. When no positive response was received, no further action was taken.

5.1.19 At the meeting held on 18 May 2017, referred to in paragraph 5.1.11 above, the Department submitted that the learners had not been issued with certificates from the Construction Education and Training Authority (CETA) for the completion of the Learnership Programme, as required by the SLA. As a result, the final payment of the outstanding amount to KST would, according to the Department, be regarded as irregular.

5.1.20 The Department suggested that in order to resolve the issue regarding the workplace exposure and the certificates, the CETA had to be requested to waive the requirement for workplace exposure. It also appeared that several meetings held with the CETA in this regard, yielded no results.

5.1.21 In his response to the section 7(9(a) notice dated 30 January 2019, the then Acting Head of the Department, Mr L Coetzee further submitted that attempts made to secure the placement of the learners at the local municipalities and the Eastern Cape Department of Public Works were unsuccessful and that the Department was therefore unable to pay KST the outstanding amount of R564 200.
Application of the relevant law and provisions of the SLA

5.1.22 The contractual relationship between the Complainant and the Department is based on the SLA that was entered into on 20 August 2012. In terms of clause 3.1, the duration of the SLA was for a period of 12 months.

5.1.23 Clause 5 of the SLA provided that payment in respect of the Learnership Programme would be made in tranches and within thirty (30) days of receipt of an invoice. It further stated that: “Payment of the last tranche is not linked to the issue of the certificates by CETA as the training provider (KST) has no control over the issuing of these certificates. A final close out report and proof of loading the learners on the CETA management system will be provided.”

5.1.24 Clause 5 further determined that in order to provide workplace exposure to the learners, the Department would enter into negotiations with local municipalities for the placement of the learners, whilst undergoing training.

5.1.25 Section 38(1)(f) of the Public Finance Management Act, 1999 (PFMA) provides that the accounting officer for a department must settle all contractual obligations and pay all money owing within the prescribed or agreed period.

Conclusion

5.1.26 In terms of the SLA, the Learnership Programme, inclusive of the workplace exposure should have been completed by August 2013.

5.1.27 The responsibility to ensure workplace exposure for the learners, as part of the Learnership Programme, was by virtue of the SLA entirely that of the Department and not under the control of KST.
5.1.28 The failure of the Department to comply with this condition of the SLA, resulted in the non-completion of the Programme. The CETA could accordingly not issue the relevant competency certificates to the learners.

5.1.29 As already indicated, payment in respect of the Learnership Programme was in terms of the SLA not dependent upon the issuing of certificates, but dependent on learners being placed.

5.1.30 The Department failed to timeously negotiate with local municipalities for the placement of learners to gain workplace exposure, as it agreed to do, in terms of clause 5 of the SLA, during and after the duration of the Learnership Programme. The SLA was not extended beyond August 2013 and expired.

5.1.31 The report submitted by the Department, dated 15 July 2016, indicating attempts from October 2015 to July 2016 to place the learners, shows that it failed to enter into negotiations timeously, as it agreed to do in terms of clause 5 of the SLA. These attempts were only made more than two years after the duration of the Learnership Programme had expired and the Complainant raised the matter with the Public Protector.

5.1.32 No evidence was submitted of any such attempts made prior to October 2015.

5.1.33 KST was therefore unable to finalise the Learnership Programme due to the Department’s failure to secure the placement of the learners on time.

5.1.34 The Department unduly delayed the placement of learners in order to complete the practical component of the Learnership Programme conducted in terms of the SLA entered into and to settle its contractual obligations with KST.
5.2 Regarding whether the undue delay by the Department prejudiced the Complainant.

Common cause or undisputed facts

5.2.1 It is not in dispute that the contracted amount in respect of the Learnership Programme was R806 000.

5.2.2 KST was paid R241 800 by the Department in respect of the Learnership Programme. The outstanding amount of R564 200 was to be paid to KST on completion of the workplace exposure part of the Learnership Programme.

5.2.3 It is not in dispute that the KST has not been fully paid for the Learnership Programme in terms of the SLA.

5.2.4 The final payment to be made to KST was dependent on the workplace exposure of the learners through the Learnership Programme, which had to be negotiated by the Department with local municipalities in terms of the SLA.

5.2.5 The Department failed to do so timeously.

Conclusion

5.2.6 The Complainant was prejudiced as a result of failure by the Department to place learners participating in the Learnership Programme for workplace exposure in terms of the SLA.
5.3 Regarding whether the undue delay by the Department was improper and constitutes maladministration.

*Common cause or undisputed facts*

5.3.1 It is common cause that the SLA between KST and the Department was signed on 20 August 2012.

5.3.2 In terms of the SLA, the Department contracted KST to train a group of learners in two programmes, a Learnership for Community House Building Programme (Learnership Programme) and a Roadwork's Skills Programme (Skills Programme).

5.3.3 The person who was the Head of the Department when the SLA was signed and was therefore responsible for the implementation thereof, has since left the Department.

*Application of the relevant provisions of the SLA*

5.3.4 Clause 5 of the SLA provided that in order to provide workplace exposure to the learners, the Department would enter into negotiations with the local municipalities for the placement of the learners, whilst undergoing training.

5.3.5 The responsibility to ensure workplace exposure for the learners, as part of the Learnership Programme was by virtue of the SLA entirely that of the Department and not under the control of KST. The failure of the Department to comply with this condition of the SLA, resulted in the non-completion of the Programme. The CETA could accordingly not issue the relevant competency certificates to the learners.
Conclusion

5.3.6 The undue delay by the Department to successfully negotiate the placement of learners who participated in the Learnership Programme in terms of the SLA, as referred to in paragraph 5.1. above, resulted in the Learnership Programme not being completed and the Complainant being prejudiced as she was not paid the full amount due to her.

5.3.7 This conduct of the Department was improper and constitutes maladministration.

6 FINDINGS

Having considered the evidence uncovered during the investigation against the provisions of the SLA determining the contractual obligations the Department and the Complainant agreed to, I make the following findings:

6.1 Regarding whether the Department unduly delayed the placement of learners in order to complete the workplace exposure part of the Learnership Programme conducted in terms of the SLA entered into with KST on 20 August 2012.

6.1.1 The allegation that the Department unduly delayed in the placement of learners in order to complete the workplace exposure part of the Learnership Programme conducted in terms of the SLA entered into with KST, is substantiated.
6.2 Regarding whether the undue delay by the Department prejudiced the Complainant.

6.2.1 The allegation that the undue delay by the Department prejudiced the Complainant, is substantiated.

6.3 Regarding whether the undue delay by the Department was improper and constitutes maladministration.

6.3.1 The undue delay by the Department was improper conduct as envisaged in section 182(1) of the Constitution and maladministration as envisaged in section 6(4)(a)(i) of the Public Protector Act.

7 REMEDIAL ACTION

The appropriate remedial action that I am taking in terms of section 182(1) (c) of the Constitution is the following:

7.1 The Head of the Department:

7.1.1 To take urgent steps to pay to KST the amount of R564 200 plus interest calculated in terms of the Prescribed Rate of Interest Act, 1975 on the amount of R564 200, from the due date to the date of payment, within 30 business days from the date of this report; and

7.1.2 To tender a written apology to the Complainant for the undue delay in payment and the prejudice suffered, within 15 business days from the date of this report.
8. MONITORING

8.1 The Head of the Department to confirm to me within 15 business days from the date of this report that the remedial action referred to in paragraphs 7 above was implemented and submit the relevant documents in support thereof.

ADV. BUSISIWE MKHWEBANE
PUBLIC PROTECTOR OF THE
REPUBLIC OF SOUTH AFRICA
DATE: 15/03/2019