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MARKETING MANAGER AT POSTNET VINCENT
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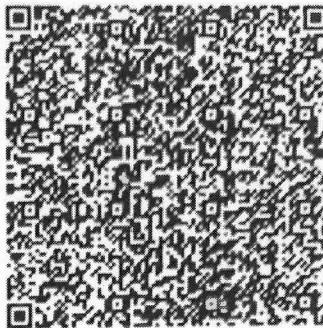
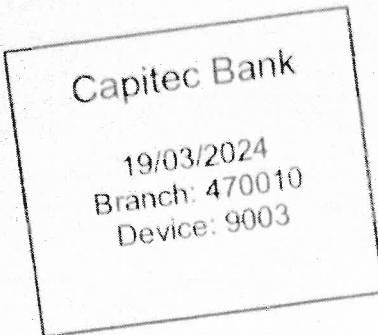


One of the Global One money management products or services

Proof of Account Details



CAPITEC



SkyQR
Validate document using SkyQR

To Whom It May Concern,

We hereby confirm that Miss Anele Tshaka has the following account(s) at Capitec Bank Limited on 19/03/2024

Client Details

Name: Anele AM Tshaka
ID/Passport Number: 9402120853089
Residential Address: 2126 POTE STREET, WARD NO 03, MACLEAR, MACLEAR, 5480
Postal Address: 2126 POTE STREET, WARD NO 03, MACLEAR, 5480

Account Details

Account Status: Active
Account Type: Savings
Account Number: 1620766084
Branch Code: 470010
Date Opened: 25/01/2019

The account details provided herein should not be read as extending by implication to any other matters not specifically addressed. The account details are given as at the above date and no obligation is hereby assumed to update the account details on any future date.

Capitec Bank Limited shall have no liability whether in contract, delict (including without limitation negligence) or otherwise to the above account holder or any third party in relation to the account details contained herein.

24hr Client Care Centre 0860 10 20 43 E ClientCare@capitecbank.co.za capitecbank.co.za

Capitec Bank is an authorised financial services (FSP46669) and registered credit provider (NCRCP13). Capitec Bank Limited Reg. No.: 1990/003695/06
Unique Document No.: 0e071869-e4b9-44cf-a479-f071bd72c8fe / 406 / V4.0 - 14/04/2018 (ddmmccyy)

Page 1 of



South African Revenue Service

INCOME TAX
Notice of Registration

Enquiries should be addressed to SARS

Contact Detail

SARS 0800 00 7277
Alberton Website: www.sars.gov.za
1528

AM TSHAKA
2126
2126 POTE STREET
MACLEAR
MACLEAR
5480

Details

Taxpayer Reference No: 0322475260
Date: 2022-02-23

Always quote this reference number when contacting SARS

Electronic Certification



South African Revenue Service

Certified as a true copy and there is no indication that the original has been amended by any unauthorized person

2022-02-23

Dear Taxpayer

NOTICE OF REGISTRATION

The South African Revenue Service (SARS) confirms registration of the following taxpayer:

Name and Surname: ANELE MLUNGWAZANA TSHAKA

ID number: 9402120853089

Taxpayer reference number: 0322475260

Date of Registration: 2016-01-15

Your tax obligation

Depending on your circumstances, you may be required to submit an annual income tax return. Should you be a provisional taxpayer, returns and payments will be required every six months. More details can be obtained from the SARS website.

Any person who derives by way of income any amount which does not constitute remuneration or an allowance or advance contemplated in section 8(1) of the Income Tax Act is regarded as a Provisional Taxpayer and may be required to submit provisional returns.

Kindly notify SARS of any change to your registered particulars within 21 business days of such change.

Should you have any queries please call the SARS Contact Centre on 0800 00 7277. Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly.

Sincerely

ISSUED ON BEHALF OF THE COMMISSIONER OF THE SOUTH AFRICAN REVENUE SERVICE

AM TSHAKA	6862164
0322475260	2022
RFDREG	01/01
RFDREQ	RFDREQ

Siyafunda Tours T/A Youth@work

Payroll Take-On / Maintenance Form

Personal Details	
Surname:	Tshaka
First Names:	Anele Mlungwazana
Gender:	Male <input checked="" type="checkbox"/> Female <input type="checkbox"/>
Marital Status	<input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed
Identity Number:	91003120853089
Tax Number:	0300475260
Cell phone	072 44 222 55
Email Address (Compulsory)	anele.tshaka995@gmail.com
Emergency Contact Person (Compulsory)	
Surname:	1. Tshaka
Name(s):	Chuma
Relationship:	Brother / sibling
Contact Number:	073 942 5639
2.	Adonis Siphokazi
Relationship:	Sister
Contact Number:	082 96666 72

Home Address Details		
	Residential Address	Postal Address (Tick if same) <input checked="" type="checkbox"/>
Address Line 1	1 Ivy Place	
Address Line 2	Vincent heights	
Address Line 3	East London	
Province	Eastern Cape	
Postal Code	52001	

Bank Account Information		
Name of Bank:	Capitec	
Type of Account	<input checked="" type="checkbox"/> Savings	<input type="checkbox"/> Cheque/Current <input type="checkbox"/> Other
Account Number:	1620766084	
Branch Code:	Maclear / Ngqangqahu	470010
Branch Name:	Maclear / Ngqangqahu	
Name of Account Holder:	Anele AM Tshaka.	

Please turn over and fill in back page

Host site Details (Workplace)	
Name of Company/School placed at:	Ma-Ntapho Catering & Other Services
Address of Company/School:	3512 Arbedek Street Ngungarahu 5480
Name & Surname of Supervisor	Vuyiswa Thakor.
Email Address of Supervisor	mantapho@gmail.com
Cellphone Number of Supervisor	082 978 7231

Educational Information				
Qualification Status:	<input type="radio"/> Current			
Name of School:				
Name of Qualification:				
Date:	From	DD / MM / CCYY	To	DD / MM / CCYY
Major Subjects:				

Educational Information	
Qualification Status:	<input checked="" type="radio"/> Completed
Name of School:	
Name of Qualification:	
Date of Completion:	DD / MM / CCYY
Major Subjects:	

EMPLOYMENT CONTRACT

This Employment Contract is divided into two parts – Part A and Part B. Both parts are binding on the Employer and the Employee.

PART A

EMPLOYER'S DETAILS

Name	Siyafunda Tours NPC trading as Youth@worK
Registration No. (if applicable)	2005/012933/08
Physical address	410 Jan Smuts Avenue, Craighall, Burnside Island Office Park, Building 15, Randburg, 2196
Postal Address	410 Jan Smuts Avenue, Craighall, Burnside Island Office Park, Building 15, Randburg, 2196
Telephone No.	072 333 2738
Cell No.	072 333 2738/082 616 5478
e-mail address	yanga@sayouthatwork.com
Contact person	Yanga Nqenqa

WORK STARTER'S / EMPLOYEE'S DETAILS

Name	Anele Mlungwazana Tshaka
ID No.	9403120853089
Physical address	11ry place Vincent heights
Cell No	072 4422255
e-mail address	anele.tshaka99@gmail.com

OCCUPATION AND BRIEF DESCRIPTION

Job Title: Managing Director
Brief Job Description To be provided at the work site

PLACE OF WORK

Main Place of Work (Name of the Host Site and Physical Address): Ma-Ntlapho

Catering and other Services

FIXED-TERM CONTRACT

Date of Commencement 1st Oct 2024
Date of Expiry 4/04/2025

REMUNERATION

Amount R4782

Frequency of Payment Monthly

ORDINARY HOURS OF WORK

Hours [Insert details: e.g.
from 08h00 to 17h00] Meal
interval: One hour / Half an
hour 40-45 hours 7:30 to
16:30 One Hour

Days [Insert details: e.g.
Mondays to Fridays] Monday to Friday

EMPLOYMENT PARTICULARS

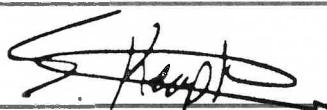
Employment Particulars: **See PART B**

AFFIRMATIONS

3. The person signing this Employment Contract on behalf of the Employer affirms that s/he is authorised to do so.
4. The Employer and the Employee affirm that they have read and understood the contents of this employment contract, which includes both Part A and Part B, and that they enter into it freely and voluntarily.
5. The Employee affirms that insofar as s/he did not understand any part of the employment contract, s/he has had the contents of the Employment Contract fully explained to her/him.
6. The Employee affirms that s/he is lawfully entitled to work for the Employer in South Africa and that s/he has disclosed everything which would or may have been material to the Employer's decision to employ the Employee.

SIGNATURES

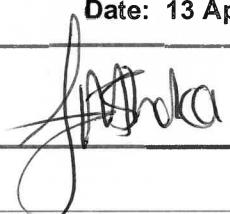
Employer's Signature



Designation: Director

Date: 13 April 2024

Employee's Signature



Date: 14 April 2024



PART B – EMPLOYMENT PARTICULARS

1. THE EMPLOYER

The Employer and the Employer's details are set out in **Part A**.

2. THE EMPLOYEE

Details of the Work Starter, referred to as "the Employee", are set out in **Part A**.

3. OCCUPATION AND JOB DESCRIPTION

- 3.1. The Employee's occupation and brief job description are set out in **Part A**.
- 3.2. The Employer may supplement the brief job description and may reasonably vary it, after consultation with the Employee.
- 3.3. The Employee shall comply with all lawful and reasonable directions and instructions given to her/him from time to time by the Employer and with any relevant legislation, regulations and statutory or other guidelines, in force from time to time.
- 3.4. The Employee shall maintain the highest standards of conduct, honesty and integrity in carrying out her/his responsibilities.

4. PLACE OR PLACES OF WORK

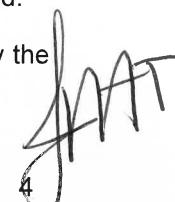
- 4.1. The Employee's place or places of work is/are set out in **Part A**.
- 4.2. The Employee may be required to work at other places, as the business of the Employer reasonably requires.
- 4.3. The Employee must pay transport costs to and from the Employer's place of work.

5. FIXED-TERM CONTRACT

- 5.1. The employment contract will commence and expire on the dates set out in **Part A** and will automatically lapse on the expiration date and the Employer will not be required to either notify or advise the Employee of the expiry of the employment contract.
- 5.2. The reasons for limiting the duration of this employment contract are justifiable. These reasons include, but are not limited to the following—
 - 5.2.1. the purpose of the contract is to give the Employee training and work experience, which will promote the Employee's ability to enter the job market;
 - 5.2.2. the job is funded externally for the period referred to in Part A.
- 5.3. The Employee accordingly acknowledges that:
 - 5.3.1. this employment contract is of limited duration; and
 - 5.3.2. the Employee has no expectation that this contract will either be renewed or that the Employee will be offered permanent employment upon the expiration of this employment contract.

6. REMUNERATION

- 6.1. The Employee's remuneration and the frequency of payment are set out in **Part A**.
- 6.2. Unless otherwise agreed, the Employee will receive no other cash or payment in kind.
- 6.3. The Employee's remuneration will be paid on a date and in a manner determined by the Employer.



7. DEDUCTIONS

- 7.1. Deductions required by law will be made from the Employee's remuneration.
- 7.2. The Employer will not deduct from the Employee's monthly salary any other deductions for which the Employee has given prior written consent.

8. ORDINARY HOURS OF WORK AND DAYS OF WORK

- 8.1. The Employee's ordinary hours and days of work are set out in **Part A**.
- 8.2. The Employer may change the Employee's ordinary hours of work depending on the operational needs of the Employer. The Employer may require the Employee to work part of the Employee's ordinary hours of work on weekends and public holidays.
- 8.3. All hours worked in excess of the Employee's normal hours of work will be regarded as overtime hours. Therefore, if the Employee is contracted to work 45 hours per week normal time, then any hours in excess of that is overtime worked.
- 8.4. The Employee agrees to work such overtime as is necessary for the proper discharge of the Employee's duties. The Employer will remunerate the Employee for any overtime worked.
- 8.5. Where an employee is required to work overtime, they are entitled to be paid for these additional hours at 1½ times their normal hourly rate.
- 8.6. If a Sunday shift is regarded as a "normal" working day in terms of the Employee's shift roster, then the Employee must be paid at a rate of 1½ times that of his/her normal working hours rate.
- 8.7. If the Sunday is not a normal working day, then overtime worked on a Sunday will be calculated using the 'double-time' rate (2 times) of the Employee's normal working hours rate.
- 8.8. The parties acknowledge that the provisions of the Basic Conditions of Employment Act, 75 of 1997 (as amended) apply in relation to the Employee's hours of work.

9. MEAL INTERVALS

- 9.1. The Employee who works continuously for more than five hours is entitled to a meal interval of at least one continuous hour.
- 9.2. The Employer and Employee may agree in writing to reduce the meal interval to not less than 30 minutes or dispense with a meal interval if the Employee works fewer than six hours in a day.
- 9.3. During a meal interval, the Employer may require the Employee to perform duties that cannot be left unattended and cannot be performed by another employee. In these circumstances the Employer must pay the Employee for a meal interval in which the Employee was required to work or was required to be available for work.

10. ANNUAL LEAVE

- 10.1. The "leave cycle" means the period of 12 months immediately following the start of the Employee's employment contract or expiry of the previous leave cycle.
- 10.2. The Employee is entitled to 15 working days' annual leave on full remuneration every leave cycle.
- 10.3. The Employee will take annual leave at a time that is convenient to the Employer and for a period that has been agreed to between the parties.



5

- 10.4. The Employee is entitled to take whatever amount of leave days that the Employee has accumulated during an annual leave cycle on consecutive days and the Employer may not unreasonably refuse him/her permission to take those leave days consecutively.
- 10.5. The Employee may not be paid in respect of untaken annual leave, except on expiry or termination of employment.
- 10.6. The Employee may not take annual leave during the employee's notice period in the event of a termination of employment.

11. SICK LEAVE

- 11.1. The Employee is entitled to 10 days paid sick leave or 1 days paid sick leave for every 26 days worked.
- 11.2. The employee must notify the Employer prior to the commencement of the Employee's shift or no later than 7h00 if the employee works normal office working hours, if the Employee needs to take sick leave and he/she must inform the Employer of the date and time when the Employee expects to be able to return to work.
- 11.3. The Employee must provide the Employer with a medical certificate if:
 - 11.3.1. the period of leave is in excess of 2 consecutive working days or falls on a working day immediately before or after a Saturday, Sunday or public holiday; or
 - 11.3.2. the Employee is absent from work on more than two occasions during any two month period.
- 11.4. The Employer may refuse to pay the Employee for sick leave taken if the Employee fails to provide a medical certificate immediately upon request.
- 11.5. The medical's certificate should state:
 - 11.5.1. the nature of the sickness and/or injury;
 - 11.5.2. the date upon which the Employee became unfit for work;
 - 11.5.3. the date upon which the Employee is expected to resume duty; and
 - 11.5.4. the name and qualification of the medical practitioner who diagnosed the Employee.
- 11.6. The Employer is not required to pay the Employee for accrued sick leave days.

12. MATERNITY LEAVE

- 12.1. If applicable, the Employee is entitled to at least four consecutive months' unpaid maternity leave.
- 12.2. The Employee may commence maternity leave—
 - 12.2.1. at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - 12.2.2. on a date from which a medical practitioner or a midwife certifies that it is necessary for the Employee's health or that of her unborn child.
- 12.3. The Employee may not work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- 12.4. An Employee who has a miscarriage during the third trimester of pregnancy or bears a still-born child is entitled to maternity leave for six weeks after the miscarriage or still-birth, whether or not the Employee had commenced maternity leave at the time of the miscarriage or still-birth.

- 12.5. At least four weeks before the Employee intends to commence maternity leave, or if it is not reasonably practicable to do so, then as soon as it is reasonably practicable, the Employee must notify the Employer in writing of the date on which the Employee intends to commence maternity leave and return to work after maternity leave.
- 12.6. The Employee may claim for payment while on maternity leave in terms of the Unemployment Insurance Act, 63 of 2001.

13. FAMILY RESPONSIBILITY LEAVE

- 13.1. The Employee will only be entitled to family responsibility leave after 4 months of employment.
- 13.2. The Employee is entitled to 3 days paid family responsibility leave which may be taken by the Employee on dates agreed to by the Employer in the following circumstances:
 - 13.2.1. when the Employee's child is born, or is sick; or
 - 13.2.2. in the event of the death of—
 - the Employee's spouse or life partner; or
 - the Employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 13.3. Family responsibility leave cannot be accrued by the Employee.

14. UNPAID LEAVE

The Employer may, in its sole discretion, grant the Employee unpaid leave.

15. UNAUTHORISED ABSENCE FROM WORK

- 15.1. The Employee will not be paid for any period of unauthorised absence from work.
- 15.2. Unauthorised absence from work is any period —
 - 15.2.1. that is unauthorised in terms of the employment contract; or
 - 15.2.2. of annual, sick, family responsibility or maternity leave in which the Employee has not materially complied with the relevant requirements in the employment contract.
- 15.3. If the Employee is absent from work without authorisation and/or justification, such conduct shall constitute gross misconduct, which may justify the termination of the Employee's employment.
- 15.4. During the period of unauthorised absenteeism the Employer must take reasonable steps to contact the Employee and ascertain why the Employee is not at work.
- 15.5. Upon the Employee's return to work, the Employee must provide satisfactory reasons for the absence and for not notifying the Employer before or during the period of absenteeism and appropriate disciplinary steps may be taken against the Employee in such circumstances.

16. ELECTRONIC COMMUNICATIONS AND USAGE

- 16.1. The Employee agrees that the Employer owns any electronic communication devices and resources such as computers, notepads and cellular phones and the Employee may use the Employer's electronic communication devices and resources for business purposes only.
- 16.2. The Employee will be provided with a cellular telephone during his/her period of employment and the Employee must use the cellular telephone:



- 16.2.1. in the performance of his/her functions;
- 16.2.2. to access the YES Youth application, complete the associated work readiness modules and surveys and submit the completed information and surveys to YES.
- 16.3. The cellular telephone shall remain the property of the Employer for the duration of the Employee's employment. The Employee may be allowed to retain the cellular telephone after successful completion of the Employment Contract.
- 16.4. In the event that the Employee's employment is terminated prior to the completion of the Employment Contract, the Employee must immediately return to the Employer the cellular telephone that he/she was provided with at commencement of employment.
- 16.5. Should the Employee fail to return the cellular telephone to the Employer, the Employer shall initiate legal proceedings against the Employee for the recovery of the cellular telephone.
- 16.6. The Employee may not access or send material that constitutes hate speech, pornography, sexual harassment or discrimination based upon a prohibited ground.
- 16.7. The Employee understands and accepts that the Employer may, at its discretion and in compliance with the RICA Communications Act, 70 of 2002, monitor the Employee's use of electronic communication devices and resources and intercept, acquire, read, view, inspect, record and/or review any and all communications and/or documents created, stored, transmitted, spoken, sent, received or communicated by the Employee on, over or in the electronic communication devices and resources. The Employee hereby consents to the Employer doing so.
- 16.8. During the period of the employment contract, telecommunications resources and device/s used by the Employee, must be linked to the Employer's servers and systems and the Employee undertakes to do all things necessary in order to ensure that the device/s remains linked to the Employer's servers and systems. The Employee understands and accepts that the Employer may, in appropriate circumstances, revoke access to and/or links to the Employer's systems with or without prior notice to her/him.
- 16.9. The Employee acknowledges and agrees that s/he may be required to use her/his personal telecommunication devices in the performance of her/his functions. The Employer will reimburse the Employee for all necessary expenditures incurred by the Employee in direct consequence of the discharge of his or her duties, where the Employer directed and required the Employee to make use of his/her personal telecommunication devices for business purposes, including but not limited to business calls and the use of the Employee's data or Internet service.

17. OUTSIDE WORK

18. The Employee may perform work for compensation for another person or organisation outside working hours, provided that the Employee informs the Employer of this prior to commencing outside work.

19. IMPROPER BENEFIT OR GAIN

- 19.1. The Employee may not use the position or privileges associated with the Employee's employment for improper benefit or gain or the improper benefit or gain of another person.
- 19.2. Conduct in breach of this requirement constitutes gross misconduct, which will entitle the Employer to take appropriate disciplinary action against the Employee, including dismissal.

20. DISCLOSURE OF INTERESTS

The Employee must disclose to the Employer any interest that the Employee or one of the Employee's family members have, or might have, in any other business or undertaking that is or could be related to the Employer's business.

21. NON-SOLICITATION OF THE EMPLOYER'S STAFF

During the Employee's employment and for a period of 12 months after the expiry or termination of employment, the Employee may not persuade, entice or encourage any of the Employer's employees to become employed by or interested in any other business or concern.

22. CONFIDENTIALITY

- 22.1. The Employee may have access to confidential information because of the association with the Employer.
- 22.2. To protect the proprietary interests of the Employer, the Employee may not, either during or after the expiry or termination of the contract of employment, for the Employee's own benefit or the benefit of any other person, make use of, disclose or communicate to any person (except employees or officials of the Employer who are required to know the information), any of the Employer's confidential information.
- 22.3. A breach of confidentiality is serious and could lead to the Employee's summary dismissal.

23. TERMINATION DURING THE PERIOD OF THE EMPLOYMENT CONTRACT

- 23.1. Subject to what is stated below, the Employer or the Employee may terminate the contract during its period of operation after giving the required notice.
- 23.2. Notice of termination may not be less than—
 - 23.2.1. one week, if the employee has been employed for six months or less;
 - 23.2.2. two weeks, if the employee has been employed for more than six months but not more than one year; or,
 - 23.2.3. four weeks, if the employee has been employed for one year or more.
- 23.3. The Employer may terminate the Employment Contract prior to the expiry date for the misconduct or incapacity (ill health, injury or poor performance) of the Employee or the Employer's operational requirements, or any other reason recognised in law. The parties specifically agree that the termination of external funding for the employee's position constitutes a justifiable operational requirement for which the Employer may commence the consultation processes set out in section 189 of the LRA.
- 23.4. Should the Employee's employment be terminated prior to the expiry date, the Employee shall have no entitlement to be paid in respect of the balance of the contract term then remaining.

24. TRAINING

- 24.1. The Employee must attend all training provided by the Employer.
- 24.2. The Employee will not be remunerated to attend training that is outside the Employee's ordinary hours of work.

25. PERSONAL INFORMATION

- 25.1. The Employer commits to processing, sharing and storing all personal information in adherence with the Protection of Personal Information Act no.4 of 2013.
- 25.2. The Employee understands and accepts that the Employer may be required to collect and process personally identifiable information about her/him that may be used in connection with her/his employment, remuneration, benefits and other activities conducted by the Employer from time to time. **The employee is under legal obligation to share his/her contract of employment beyond YES Programme to the Employer Youth@worK, Funder and respective Host Site and will not conceal any information such as full name, ID Number, salary, duration of the contract etc.** In

particular, the Employer may collect, process and use such personal information (including special personal information, photographs and credit information) to carry out and manage its business operations; and for purposes of performance management; remuneration and benefits; training and development; management statistics on employment; occupational health administration; corporate security; career administration; employment relationship management; exit management; termination of employment; programme monitoring & evaluation; archiving emails for disaster recovery purposes; legal reporting obligations and any other legitimate business purposes.

- 25.3. The Employee understands and agrees that the Employer may process and use her/his personal information in order to carry out and manage the business of the Employer, to comply with its legal obligations and to protect its legitimate business interests. In particular, the Employee agrees that the Employer, or anyone acting on its/their behalf, shall be entitled to conduct criminal and/or civil record checks and/or other checks (such as reference, qualification, or credit checks) from time to time, at its discretion and/or on request from the Employer or its clients.
- 25.4. The Employee undertakes to report changes to her/his personal information in order to keep the data accurate.
- 25.5. The Employee understands and agrees that her/his personal information may, from time to time, be shared with third parties who process data on behalf of the Employer, such as payroll providers and the like. In particular, the Employee agrees that her/his personal information and special personal information may be shared with Youth Employment Services (YES) and BBEE Verification Agencies, where applicable.
- 25.6. The Employee accepts that the personal information of the Employer's employees may in appropriate circumstances reside outside of South Africa, and s/he hereby agrees that the Employer shall be entitled to transfer her/his personal information to such locations outside of South Africa, and use the personal information, or allow it to be used, in such locations as described above. Should the employee's personal information be shared cross-border, the personal information will not be subject to less protection than it enjoys in terms of South African data privacy laws.
- 25.7. If the Employee is involved in data processing activities, then, unless authorised to do so, the Employee shall not process, publish, make accessible, or use in any other way any confidential or personal information to which the Employee has access in the course of her/his duties, for any other purpose other than the correct fulfilment of the duties assigned to her/him. The Employee shall also observe the Employer's regulations regarding the processing and protection of such personal information and/or data to which the Employee has access in the course of the Employee's duties, and shall report any infringement relating to the manner in which personal information or other data is processed to the Employer without delay.

26. REPRESENTATIONS

- 26.1. The Employee confirms that all her/his representations to the Employer are true and correct and that s/he has disclosed everything, which if disclosed, would or may have been material to the Employer's decision to employ the Employee. The Employee acknowledges that the Employer may take disciplinary action against her/him, which may include dismissal, if any of the Employee's representations were misleading or incorrect or if the Employee has failed to make a material disclosure.
- 26.2. The Employee undertakes and is required to disclose any new information or facts arising that may affect her/his relationship with the Employer or her/his ability or suitability to perform her/his job, or interests, which may possibly conflict with the interests of the Employer. The Employee agrees to take any steps as the Employer may require for eliminating or otherwise resolving such conflicts. The failure to disclose such information or to take the appropriate steps as required by the Employer will constitute a breach of the employment contract which shall entitle the Employer to take any appropriate steps, including but not limited to, disciplinary action, against the Employee.



27. EMPLOYER'S POLICIES

- 27.1. The Employee must comply with the Employer's policies, if any, which may include the Disciplinary Code and Procedure, Travel Policy, Leave Policy, Electronic Communications, and Usage Policy.
- 27.2. These policies may be amended, withdrawn or replaced by the Employer in its discretion from time to time.

28. GENERAL

- 28.1. Neither party will be bound by any express or implied representation, term, warranty, promise or the like, not recorded in this employment contract or reduced to writing and signed by the Employer and Employee.
- 28.2. No amendment, modification or agreed cancellation of this employment contact will be of any force or effect unless in writing and signed by or on behalf of the Employer and the Employee.
- 28.3. If any provision of this employment contract is held unenforceable, then that provision may be amended to reflect the parties' intentions and all remaining provisions of the contract will remain in force.
- 28.4. This employment contract is governed by and must be construed in accordance with the laws of the Republic of South Africa.

29. INTERPRETATION

- 29.1. Any person applying this employment contract must interpret its provisions to give effect to the primary objects of YES.
- 29.2. Unless the context indicates otherwise, the following terms will have the meaning assigned to them in the table below and similar expressions of the term will have corresponding meaning—

TERM	MEANING
Confidential information	<p>refers to the confidential information of the Employer and its business associates (which includes the Employer's suppliers, customers and service providers) and includes:</p> <ul style="list-style-type: none"> • designs, patents, exclusivity arrangements and technical information; • financial and contractual details of the Employer's relationship with its business associates; • the names of present and prospective business associates; and • details of the Employer's financial and operating structure, processes and results; • data, trade secrets, copyrights, other intellectual property and know-how and any other information of a confidential nature concerning the business affairs of the Employer and its business associates; • details concerning the organisation, functions, transactions, affairs, consultants or employees of the Employer.
Devices	means the Employee's personal telecommunication devices, such as cell phones, iPads, laptop computers and the like
Resources	includes the Employer's servers, computers, printers, telefax machines, telephones, cellular telephones, iPads, postal services, e-mail facilities and internet facilities and the like
YES	Youth Employment Service ("RF") NPC (2017/267641/08)

DECLARATION BY EMPLOYEE

(Confidential)

PLEASE READ THIS FIRST



PURPOSE OF THIS FORM

This form is used to obtain information from employees for the purpose of assisting employers in conducting an analysis on the workforce profile. Employers should use this form to ascertain which employees are from designated groups in terms of the Employment Equity Act, 55 of 1998, as amended.

WHO COMPLETES THIS FORM?

Employees should fill in this form.

INSTRUCTIONS

All employers must ensure that the contents of this form remain confidential, and that it is only used to comply with the Employment Equity Act, 55 of 1998, as amended.

PLEASE NOTE:

'Designated groups', mean black people, women and people with disabilities who-

- a) Are citizens of the Republic of South Africa by birth or descent; or
- b) Became citizens of the Republic of South Africa by naturalization –
 - (i) before 27 April 1994; or
 - (ii) after 26 April 1994 and would have been entitled to acquire citizenship by naturalisation prior to that date but who were precluded by Apartheid policies

'People with disabilities' are defined in the Act as people who have a long-term or recurring physical or mental impairment, which substantially limits their prospects of entry into, or advancement in employment.

*Please note that people with disabilities have the right not to disclose their disability, unless it is in line with the inherent requirements of the job.

1. Name of employee: Anelie Tshaka.

2. Employee ID No: 91102 D085 3089

3. Please indicate to which categories you belong with an 'X' below:

Male	Female
X	

African	Coloured	Indian	White
X			

Foreign Nationals N/A

If you are not a citizen by birth, please indicate the date you acquired your citizenship: N/A

Person with a disability* N/A

If yes, specify nature of disability:

N/A

4. I verify that the above information is true and correct.

Signed: Anelie Tshaka

Employee

Date: 03/04/2004



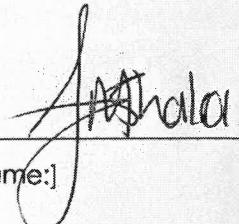
AFFIDAVIT

I, the undersigned:

[Name:] Andile M Tshololo

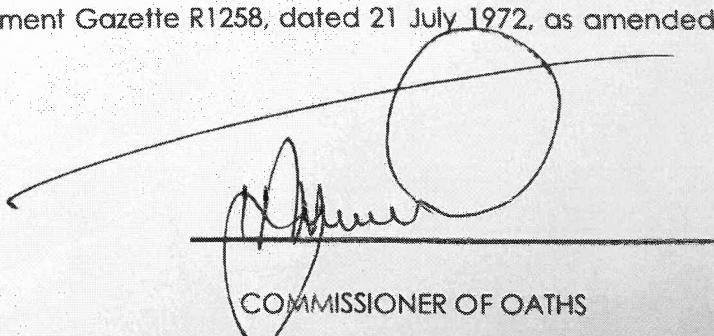
do hereby make oath and say:

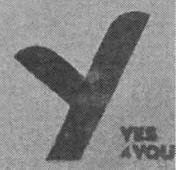
1. I am an adult female/male with ID Number 9402120853089.
2. The facts and allegations herein contained, unless otherwise stated, being within my own knowledge and are true and correct.
3. I am between the ages of 18 and 35; and
4. meet the definition of "Black People" as defined in the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013; and
5. declare that I am unemployed commencing employment in the YES programme; and
6. confirm that I have not previously participated in a YES programme for longer than 8 months.


[Name:] Andile M Tshololo

Signed and sworn to before me at this.....day of 20.... after the Deponent declared that she/he is familiar with the contents of this affidavit and regards the prescribed oath as binding on her/his conscience and has no objection against taking the said prescribed oath, and that the provisions of the Regulations contained in the Government Gazette R1258, dated 21 July 1972, as amended, have been complied with.




COMMISSIONER OF OATHS
FULL NAMES: TFLAMWANPA NYLUANA
ADDRESS: 1 SARCIA STREET
DESIGNATION: W/o. SAPS



Personal details

Surname and name	Tshaka Anele Mlungwazana
Residential Address	3542 Arbeck Street P.O Box 355 Maclear 5480
Nationality	Republic of South Africa
Race	African
Health status	Good
Mobile Number	072 44 222 55
Email Address	anele.tshaka995@gmail.com
Gender	Female
Identity Number	940212 0853 089
Marital status	Single
Driving licence	Code 8

Education Qualifications

High School Education	
Institution	S.A College Private School
Qualification	uMalusi Matric Certificate
Address	Edmond Street & Hospital Road Arcadia Pretoria 0007
Year	2013
Reference	Mr G. Hugh Principle 012 3262 581
Tertiary Education	
Institution	Nelson Mandela University
Qualification	National Diploma in Tourism Management
Address	P.O Box 77000 Nelson Mandela University Port Elizabeth 6031
Year	2018
Reference	Dr H. Bartis Tourism HOD 041 504 3766

NOSA -National Occupational Safety Association	
Year	13 May 2019 to 17 May 2019
	Introduction to SAMTRAC
Year	19 August 2019 to 30 August 2019
	SAMTRAC
Year	2020
	Currently Studying SHE Rep And First Aid Level 1
Reference	Miss Nathina Mdledle National Occupational Safety Association (NOSA) East London Branch 087 2884 338

Skills Acquired

Computer Literate	Windows Microsoft
Leadership roles	Library prefect (2009-2010) Head Girl (2013)
Driving Licence	Code 08
Communication skills	<ul style="list-style-type: none"> • <u>English</u> Read-Good Write-Good Speak-good • <u>isiXhosa</u> Read-Good Write-Fair Speak -Good

Extra Murals

Netball	1 st team (2008- 2010)
Dramatic Arts class	2011-2012

Career progression

Maclear High School	
Location	Maclear
Position	Tourism Teachers Assistant Gr 10,11&12
Period	January 2017 to April 2017
Duties	<ul style="list-style-type: none">• Photocopy• Conduct a lesson when teacher is absent• Practical Task lessons for Gr1,2,3&4• Assist with homework and assignments• Invigilate
Reference	Mrs A. Scholtz Tourism Teacher 045 9321 032

Elundini Local Municipality

Elundini Local Municipality	
Location	Maclear
Position	Tourism Intern
Period	26 March 2018 to 26 March 2019
Duties	<ul style="list-style-type: none">• Minute taking• Make bookings• Filing• Invoices & quotations• Deliveries• Telephone Etiquette• Assist with meeting & conference preparations• Assist clients• Marketing and Promoting• Assist with booking and organising appointments in a diary• Computer Literate• Can assist with requisitions, orders, MSCOA, specifications & memos• Compile reports
Reference	Miss S. Marada Tourism Officer 045 9328 162

Current position

Ma- Ntlapo Catering and Other services	
Location	Maclear
Duration	2018-
Position	Managing Director
Duties	<ul style="list-style-type: none">• Oversee the activities of other workers• Ensure company target market and financial goals are met• Entrepreneur• Disseminator• Spokesperson• Safety officer• Figurehead leader• Report to director
Reference	Vuyiswa Tshaka Director 0829787231 mantlapo@gmail.com



REPUBLIC OF SOUTH AFRICA

Replacement National Senior Certificate

Issued to

ANELE MLUNGWAZANA TSHAKA

Identity number 9402120853089

Subject

English Home Language
Afrikaans First Additional Language
Mathematical Literacy
Life Orientation
Computer Applications Technology
Life Sciences
Tourism

	Achievement level
56	4
59	4
53	4
61	5
61	5
48	3
66	5
***	*

*****CERTIFIED TRUE COPY OF THE ORIGINAL
THERE ARE NO INDICATIONS THAT THE
ORIGINAL DOCUMENT HAS BEEN ALTERED
BY UNAUTHORISED PERSONS

SIVE NGOYI

COMMISSIONER OF OATHS
MARKETING MANAGER AT POSTNET VINCENT
RALEIGH RD VINCENT EAST LONDON

15 APR 2023

This candidate is awarded the National Senior Certificate and has met the minimum requirements for admission to diploma or higher certificate study as gazetted for admission to higher education, subject to the admission requirements of the higher education institution concerned.

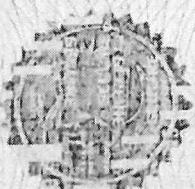
With effect from December 2013

M. S. LAKOMETSI

Chief Executive Officer

This certificate is issued without alterations or erasure of any kind

160 9604 4340 Z



UMALUSI



Council for Quality Assurance in
General and Further Education and Training
South Africa

7265904

(See reverse for more information)

NELSON MANDELA

UNIVERSITY

This is to certify that, all the requirements
having been met, the three-year

National Diploma: Tourism Management

with all the associated rights and privileges,
was awarded to

Anele Mlungwazana Tshaka
ID no.: 9402120853089

at a congregation of the Nelson Mandela University on
23 April 2018

Certificate no.: 20183083

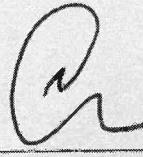
.....
CERTIFIED TRUE COPY OF THE ORIGINAL
THERE ARE NO INDICATIONS THAT THE
ORIGINAL DOCUMENT HAS BEEN ALTERED
BY UNAUTHORISED PERSONS
KIM MÜLLER
COMMISSIONER OF OATHS
MANAGER AT POSTNET VINCENT
BALFOUR RD , VINCENT , EAST LONDON

03 NOV 2023



Vice-Chancellor





Registrar



00005654



IQINISO
FORENSIC INVESTIGATIONS

YES YOUTH PERSONAL INFORMATION:

Surname: Tshwala

Full Names: Anelie Mlungwana

SA ID Number: GNO2120883089

Gender: Female

CONSENT FOR THE USE OF PERSONAL INFORMATION TO PERFORM A CRIMINAL BACKGROUND CHECK

I hereby authorize the Company's duly authorized verification agent, Managed Integrity Evaluation (Pty) Ltd ("Iqiniso"), to access my Personal Information and conduct background screening checks including, but not limited to, credit, qualifications, employment references, criminal record, fraud prevention, ID verification and drivers' licence.

I consent to requests for consumer credit information to be released for the below prescribed purposes only:

For employment in a position of trust and honesty and entails the handling of cash or finances;

Fraud prevention or detection.

I understand that verification requests form part of the background screening process and:

That requests for credit information from Credit Bureaus will only be conducted under the regulations defined as per the NCA;

Data obtained from the FSB serve only for the purpose to determine the fitness and propriety as envisaged in the FAIS Act.

I acknowledge that any Personal Information supplied to the Company is provided voluntarily and that the Company may not be able to comply with its obligations if the correct Personal Information is not supplied to the Company.

I understand that privacy is important to the responsible Parties and the responsible Parties will use reasonable efforts in order to ensure that any Personal Information in their possession or processed on their behalf is kept confidential, stored in a secure manner and processed in terms of South African law and for the purposes I have authorised.

I warrant that all information, including Personal Information, supplied to the Company is accurate and current and agree to correct and update such information when necessary. By submitting any Personal Information to the Company in any form I acknowledge that such conduct constitutes a reasonable unconditional, specific and voluntary consent to the processing of such Personal Information in the following manner by the Company and/or verification information suppliers:

Personal Information may be shared by the Company with IQINISO and may be further shared by IQINISO with the Verification Information Suppliers for verification or other legitimate purposes; Personal Information may be shared by the Verification Information Suppliers with IQINISO and be further shared by Iqiniso with the Company and Iqiniso's other clients for purposes of continued or future employment or for other legitimate purposes as per the NCA; Personal Information may be stored for a reasonable period by the Company, Iqiniso and/or the Verification Information Suppliers, and Personal Information may be transferred cross-border to countries, which do not necessarily have data-protection laws similar to South Africa, for verification or storage purposes. In any cross-border transfer of personal information the recipient will be notified of the need to protect the confidentiality of the personal information.

I take note that if the responsible Party has utilised the Personal Information contrary to the Privacy and Data Protection Conditions, I may first resolve any concerns with that responsible Party. If I am not satisfied with such process, I have the right to lodge a complaint with the Information regulator.

A copy of Personal Information kept by the responsible Parties will be furnished to me upon request in terms of the provisions of POPI or the NCA and I understand that I may dispute any information in the record provided.

I unconditionally agree to indemnify the responsible Parties, and Verification Information Suppliers, acting in good faith in taking reasonable steps to process my personal information lawfully, against any liability that may result from the processing of my personal information. This includes unintentional disclosures of such personal information to, or access by unauthorized persons, and/or any reliance which may inadvertently be placed on inaccurate, misleading, or outdated personal information, provided to the Company by myself or by a third party in respect of me.



YES YOUTH

0804222255

MOBILE NUMBER

03 / 04 / 2024

DD MM CCYY



COMPANY AGENT SIGNATURE

/01 / 04 / 2024

DD MM CCYY

All signatories to this document agree that IQINISO will NOT be held liable for the content, factual correctness or accuracy of any Supplier Data supplied to IQINISO for the Company by IQINISO's suppliers. The Company and the Candidate hereby indemnifies and holds IQINISO harmless against any loss arising from neglect or damage in procuring, communicating or failing to communicate information to the Company.



CODE OF CONDUCT

For YES Employees

| Anel Mlungwana Thalala. (Employee Name)

- Shall be a good patriot for South Africa
- Shall at all times show willingness to learn
- Shall participate actively in all work related activities
- Shall in no manner discriminate against other persons on the basis of colour, gender, ethnicity, nationality or physical well-being
- Shall be impartial, unbiased and positive
- Shall at all times present myself in suitable dress and maintain good personal hygiene
- Shall be punctual, reliable, honest, conscientious and tactful at all times
- Shall carry out my duties to the best of my ability
- Shall act responsibly, and in the event of a misunderstanding that would result in conflict attempt by any possible means to resolve this and report the incident to any Trainer for intervention
- Shall in the event of my experiencing difficulties consult with Youth@worK or PfP staff for assistance
- Shall at no time be under the influence of alcohol or a narcotic substance
- Shall not remove any equipment from my workplace without permission dealing fairly, professionally and equitably with stakeholders whilst accelerating the redress of past unfair discrimination.
- Shall consult with all relevant stakeholders that have an interest in the development and placement of youth
- Shall execute my responsibilities and accountabilities timeously and with due regard to the accountability to our schools that we are committed to serve.

- Shall seek at all times to create a positive environment in the school and respect the historical diversity of learners' cultural, linguistic and educational backgrounds.
- Shall declare *conflict of interest* that infringe on the execution of our delegated responsibilities.
- Shall recuse myself from any decision-making process which may result in improper personal gain that will impact negatively on the values cherished by Youth@work.
- Shall recognise the public's rights of *access to information*, excluding information that is specifically protected by the law.
- Shall act in a manner that will respect, promote and protect the goodwill and reputation of the Symphonia family.

I have read & received a copy of the **YES Employment Guidelines** and I understand the content and commit to abide by the requirements.

Signed at this place East London..... on this 03 day of 04.....2024.

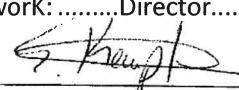
Full name of Employee: Anele Tshaka

Signature of Employee: 

On behalf of Youth@work:

Full name of the Youth@work representative:Erica Kempken.....

Position in Youth@work:Director.....

Signature: 

YES Employee Application/Employment Paperwork Checklist

Funder: Mercedes Benz P4

Surname, First Name: Tshalwa. Andile

Host Site Name: Ma-Ntapho Catering & other services.

Please pack your employment paperwork in the ascending order indicated on the checklist.

Employment Paperwork required	Tick if filled in and submitted
1. Color certified ID Copy – (front and back of the smart ID cards must be copied on the same page) (The certification date on your ID copy should be less than three months old)	<input checked="" type="checkbox"/>
2. Bank Statement/ Proof of Account (with your personal details on it)	<input checked="" type="checkbox"/>
3. SARS confirmation of registration	<input checked="" type="checkbox"/>
4. Payroll Form	<input checked="" type="checkbox"/>
5. Fixed term employment contract	<input checked="" type="checkbox"/>
6. EEA1 Form	<input checked="" type="checkbox"/>
7. Affidavit – (The certification stamp's date must be clearly visible)	<input checked="" type="checkbox"/>
8. CV	<input checked="" type="checkbox"/>
9. Matric Certificate and any higher qualification certificate if you have. (If you have no educational certificate, please provide an affidavit stating why you don't have any educational certificate)	<input checked="" type="checkbox"/>
10. Youth@worK Indemnity Form – Criminal Background Screening	<input checked="" type="checkbox"/>
11. Code of Conduct	<input checked="" type="checkbox"/>
12. Checklist	<input checked="" type="checkbox"/>