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By email

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Dear Sir,

COMPLAINT RELATING TO THE SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION

1. We refer to the above matter and to previous correspondence herein, in particular, to your letter dated 22 May 2018 (addressed to our client) and to our letter dated 29 May 2018.
2. We again confirm that we act for and on behalf of the South African Local Government Association ("SALGA"), including its representatives ("our clients"), in this matter.
3. We do not intend to, nor is it our instructions to address every allegation contained in your letter under reply in detail or at all; and our failure to do so should not be construed as an admission of the correctness thereof, suffice to state that our clients' rights to deal with them in detail, are fully reserved, and to state the following (at the risk of sounding repetitive of our clients' letter of 21 May 2018), that:
 - 3.1 SALGA is an organisation not for gain, that is mandated in terms of Section 163 of the Constitution of the Republic of South and it is recognised as a juristic person in terms of Section 2(1)(a) of the Organised Local Government Act 52 of 1997 ("the Act");

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- 3.2 The Act empowers SALGA to represent local government, nationally and provincially;
- 3.3 Over and above the Constitution of the Republic, SALGA has its own constitution that was amended and adopted by the National Conference in 2016 ("SALGA's Constitution"). The powers and function of SALGA are contained in its own Constitution;
- 3.4 You will note from SALGA's Constitution that its role and mandate is to, amongst others,
- (a) Represent, promote and protect, the interests of local government in the intergovernmental system;
 - (b) Transform local government to enable it to fulfil its developmental role;
 - (c) Enhance the role and status of its members as provincial representatives and consultative bodies of local government;
 - (d) Enhance the role and status of municipalities;
 - (e) Develop common approaches for local government as a distinct sphere of government;
 - (f) Enhance cooperation, mutual assistance and sharing of resources among municipalities;
 - (g) Find solutions for problems relating to local government generally;
 - (h) Ensure the full participation of women in organised local government, including striving for parity of representation in SALGA's governance structures;
 - (i) Increase knowledge sharing and improve the communications capacity as well as vertical and horizontal connectivity of organised local government and municipalities;
 - (j) Be the National Employers' Association representing all municipal members and, by agreement, associate members;
 - (k) Regulate the relationship between its members and their employees within the meaning of Section 213 of the Labour Relations Act 66 of 1995;
 - (l) Encourage the settlement of disputes among its members and between them and their employees or trade unions through cooperative governance or labour law principles;
 - (m) Affiliate with and participate in the affairs of any international organisation, that will serve the interests of the members;
 - (n) To ensure that South African local government plays a critical role in furthering Africa's development at regional, continental and international levels; and
 - (o) Do such lawful things as may appear to be in the interest of the organisation and its members which are not inconsistent with the objects or any matter specifically provided for in SALGA's constitution.

(Own emphasis)

- 3.5 It is clear that one of our clients' mandate is to represent and protect the best interests of municipalities. As a result of being a membership-based organisation, there are times where members request our client to provide them with support and/or advice on matters of municipal interest, in order to advance their mandates;

- 3.6 It is evident that, by providing support and/or advice to employees of their members, our client is acting within its mandate as provided for in terms of SALGA's Constitution;
- 3.7 Due to the relationship that is formed between members and SALGA by virtue of the members' process duly set out in SALGA's Constitution, all correspondence between SALGA, its members and the respective members' employees are strictly confidential. As such, the requested correspondence cannot be shared with any person, or even employees of the respective member involved, due to the nature of the communication;
- 3.8 With reference to your request regarding the complaint process, we have been instructed to bring the following to your attention:
- (a) There are various avenues available to you, and any aggrieved person for that matter, to explore in formally challenging a decision/s taken by any of our members.
4. As a result of the above, you will note that our clients are acting within their mandate as provided for in terms of the relevant legislation set out above and is therefore, in no manner whatsoever, acting contrary to its mandate or unlawfully in any manner.
5. You are called upon, once again, to immediately cease and desist with any form of defamation and slander against our clients, and within 5 (five) business days provide us with prompt written assurance affirming that you will refrain from any further acts of defamation and slander with regards to our clients' reputation.
6. If you do not comply with the demand above within the stipulated time period, we will accept that you have no intentions of adhering to the demand and in that regard; we hold instructions to institute the necessary legal proceedings to protect the interests of our clients.
7. All our clients' rights remain strictly reserved.

Yours sincerely

TRANSMITTED ELECTRONICALLY WITHOUT SIGNATURE

Hogan Lovells (South Africa) Inc.
SJ Thema
Partner