IN THE NATIONAL CONSUMER TRIBUNAL
HELD IN CENTURION

Case Number: **NCT/21924/2015/57(1)**

In the matter between:

NATIONAL CREDIT REGULATOR APPLICANT

and

XANADU PROPERTIES 117 CC T/A CASH IN A FLASH RESPONDENT

Coram:

Adv. F Manamela	–	Presiding member
Ms D Terblanche	–	Member
Mr X May	–	Member

Date of Hearing – 24 November 2015

JUDGMENT AND REASONS

INTRODUCTION

1. The Applicant is the National Credit Regulator (hereinafter "the NCR"), a juristic person established in terms of section 12 of the National Credit Act, 34 of 2005 (hereinafter referred to as "the Act") as amended, with its physical address at 127 15th Road, Randjiespark, Midrand.

2. The Applicant was represented by Mr Joseph Selolo and Ms Caroline Young.

3. The Respondent is Xanadu Properties 117 CC T/A Cash in a Flash (hereinafter "the Respondent" or "Xanadu"), a registered credit provider with registration number NCRCP 1982, trading from Pretoria.

4. The Respondent was represented by Ms Anneke Nell of Nell Attorneys.

APPLICATION TYPE

5. This is an application in terms of Section 57(1) of the Act. The Applicant seeks an order for the cancellation of the Registrant's registration on the grounds that, the Respondent repeatedly contravened the Act and conditions of registration. The Applicant further asks the Tribunal to declare the Respondent's conduct prohibited.

6. More specifically the Applicant seeks the following relief and requests that the Tribunal –

6.1 In terms of section 150(a) of the Act, declare the following conduct of the Respondent to be in contravention of the Act and prohibited for having contravened;

6.1.1 Section 81(2)(iii) of the Act, alternatively, section 170 read with Regulation 55(1)(b)(iv) of the Act

6.1.2 Section 81(3) read with together with section 80(1)(c) of the Act

6.1.3 Section 91(a) and section101(1)(c) read together with Regulation 44 of the Act; and

6.1.4 Regulation 62 of the Act.

6.2 Cancels the Respondent's registration as a credit provider, with immediate effect in terms of section 57(1)(a).

6.3 Orders the Respondent to;

6.3.1 Refund all the affected consumers who were charged service fees in excess of the prescribed amount of R50.00 within 30 days of the date of the judgement;

6.3.2Take every reasonable step to locate every consumer ; and

6.3.3 Every consumer not traced within 30 days of this order, the Respondent is to pay over the funds earmarked to that effect to the Applicant.

6.4 Orders the Respondent to appoint an auditor at its own cost, to verify and confirm that the Respondent has accurately calculated the amount owing to each consumer affected by the Respondent's conduct of overcharging service fees.

6.5 Orders the Respondent to submit an audit report within 60 days of this order, detailing the following:

6.5.1 The amount of all repayments made by the Respondent and confirmed by the auditor'

6.5.2 The recipients of all repayments; and

6.5.3 The steps taken by the Respondent to locate any consumers which the Respondent was not able to locate.

6.10 Impose an administrative fine on the Respondent; and

6.11 In terms of section 150(i), makes any other appropriate order required to give effect to the consumers' rights in terms of the Act.

THE HEARING

7. The matter was set down and heard on 24 November 2015.

8. The day before the scheduled hearing date, the Respondent (*Applicant in the postponement application*) filed and served an application to postpone the hearing into the matter *sine die*. The grounds for the postponement were that neither the Respondent's chosen and preferred Counsel nor the deponent to the Respondent's postponement application affidavit was available for the scheduled hearing date. Furthermore, that Respondent did not get adequate notice of the hearing to prepare and was in fact under the impression that the dispute between the Applicant and the Respondent had been settled following settlement talks between the parties

9. Applicant opposed the postponement application on the grounds that the Respondent had sufficient time to oppose the matter and prepare its case as it was served with both the main application in February 2015 and the default judgment application in May 2015 but did not do anything about it until the day before the hearing.

10. Respondent further averred that he was under the impression that the matter had been settled between itself and the Applicant and was hence caught unawares and by surprise by the default judgment application and the hearing into the matter. Applicant denied that they, Applicant and Respondent, were engaged in settlement discussions and pointed out that the Respondent did not put forward any details or evidence about such settlement talks in their affidavit with the Applicant and the alleged basis on which the matter was purportedly settled.

11. The Regulator *(Respondent in the postponement application)* further raised two preliminary points in respect of the postponement application. One that the postponement application had not been brought on the correct prescribed form Ti.r34; and two that, the Respondent was not properly before the Tribunal because the deponent, a natural person and sole member of the Respondent, though claiming to be authorised by the Respondent to depose to the affidavit in support of the postponement application, did not put any evidence in the form of a letter of authority or a resolution by the juristic entity (close corporation) company before the Tribunal proving such authorisation to act on bahalf of the Respondent.

12. On the date of the hearing the Tribunal decided to first determine whether it could grant the Respondent's postponement application. With regard to the point *in limine* raised in respect of the failure to utilise the prescribed form TI.r34 the Tribunal finds that the application meets the substantive requirements for postponement applications made to the Tribunal. In the matter of **Keinotswe Jonas Mathongwane v Woodgreen Ice Cream Machines CC t/a Frostee Boys**[1] the Tribunal decided that it will apply the principle of substance over form.

13. The Tribunal does however find that the affidavit in support of the postponement application had not been deposed to by a person duly authorised to do so, accordingly the postponement application is not properly before the Tribunal. The Tribunal finds that it is trite law that, if a natural person represents or depose to an affidavit or perform any act on behalf of a juristic entity, that person has to be properly authorised to do so by way of a resolution by the juristic entity. That it was not the case in this matter.

CONSIDERATION OF THE ISSUES RAISED IRO THE POSTPONEMENT APPLICATION

14. Though the Tribunal could have disposed of the postponement application and refused it solely on the above ground, the Tribunal decided to consider the 'substantive' grounds put forward in support of the postponement application by the Respondent.

[1] NCT/8441/2013/75(1)(b)CPA

Right to legal representation of choice

15. Respondent advanced the unavailability of its chosen counsel as one of the bases for its application for the hearing to be postponed. According to respondent's legal representative, counsel had been selected due to their view of the complexity of the facts and the law, for his expertise in relation to the National Credit Act. Respondent's legal representative relied on section 35 of the Constitution of the Republic of South Africa, Act 108 of 1996, in support of its contention that as its counsel is not available, therefore the matter has to be postponed. In amplification of this submission, Respondent relied on an article by D Holness, a Director at University of Kwa-Zulu Natal Law Clinic and the cases **D'Anos v Haylon Court (Pty) Ltd 1950(1) SA 324 CPD and S v Du Plessis and S v Vermaas 1995(3) SA 292 (CC).**

16. The Regulator argued that the right to a chosen legal representative and the availability or non-availability thereof cannot be used as an excuse to delay the final resolution of the matter indefinitely. There are limitations. There is a plethora of advocates and attorneys who are specialized in the area of credit law and can assist in the matter. Therefore the right to have a legal representative of choice who in the present matter is not available, cannot in the circumstances of the current case serve as good enough a reason for the postponement of the hearing. The Regulator further argued that, the move taken by the Respondent was only meant to delay the hearing of this matter to its conclusion.

17. On analysis of the authority and the submissions made by the parties, the Tribunal finds that the right relate to legal representation and is not limited to counsel and furthermore that the choice of legal representation relates to accused persons and matters in courts of law. This right does not relate to proceedings of the nature that comes before an administrative tribunal such as this Tribunal.

> **In Hamata & Another v Chairperson, Peninsula Technicon, [2]Marais** JA concluded: "In short, there is no constitutional imperative regarding legal representation in administrative proceedings discernible, other than flexibility to allow for legal representation but, even then only in cases where it is truly required in order attaining procedural fairness". and **Innes CJ** said: "No Roman-Dutch authority was quoted as establishing the right of legal representation before tribunals other than courts of law, and I know of none.' The common law, however, recognises a right to a procedurally fair hearing in civil and administrative matters which may, in the circumstances of the case, require recognition of the right to legal representation.

Furthermore, this Tribunal, being obligated in terms of section 142 of the Act to be expeditious, fair, informal and acting in terms of the rules of natural justice may very well be paralysed in fulfilling its obligations due to the unavailability of counsel of choice.

Unavailability of Mr Van Deventer and lack of condonation application

18. The Respondent informed the Tribunal that Mr van Deventer, the deponent who deposed to the affidavit and purportedly the sole member of the Close Corporation (Xanadu) was away on holiday in Kwa Zulu-

[2] Peninsula Technikon Internal Disciplinary Committee and Others (1) 284/2000)[2002]ZASCA 44

Natal and could not cancel his holiday as he had long made plans to go away for holiday. The Respondent pointed to the booking confirmation document in the bundle. In that regard, the Respondent indicated that he was not available to attend to the papers preparing for this hearing. In paragraph 2.2 of his affidavit, Van Deventer claims that "*over a period of time I was under the impression that the matter was resolved*".

19. The Regulator contended that albeit Mr Van Deventer was on holiday the employees of the juristic entity could have gathered the relevant information for a condonation application for Mr Van Deventer to depose to in a supporting affidavit in the same vein as he did with the postponement application. The fact that he did not do so and at least applied for condonation for the late filing of his answering affidavit casts doubt that he has a defence at all and actually intends defending the case brought against it by the Respondent. From this the Applicant deduces that the postponement application was brought solely with the intention of delaying the final resolution of the matter. This the Regulator submits is further evidenced by Mr Van Deventer attempting to create the impression tha the matter had been settled when that was not the case.

Short set-down notice resulting in constraints in preparing for the hearing

20. Respondent claims that the short notice of the set down of this application and the volume of papers served on the Respondent, made it impossible for it to file its answering affidavit and prepare for the hearing within the period given between receiving the notice of set down and the hearing date. Furthermore, that, the Respondent's Counsel and the deponent (Van Deventer) were not available to draft the required affidavit.

21. The Regulator argued that the Respondent had ample opportunity, even at the eleventh hour before the hearing of this matter could commence, to launch an application for condonation to request condonation from the Tribunal for the late filing of its opposing affidavit. Further that the Respondent should have taken serious steps to do so, in view of the seriousness of the allegations levelled against it but chose not to.

22. The Tribunal finds that allegations of short notice cannot stand as it is clear that the Regulator followed every appropriate step in terms of the Act to bring this matter to the attention of the Respondent and subsequently the hearing thereof on the set day and time.

Failure to file and answer to the main application

23. The Respondent claims that over a period they discussed the matter with the Regulator and it was under the impression that the matter had been settled and will not continue any further.

24. The Regulator further denied any contact with the Respondent in pursuit of purported or claimed settlement negotiations. In fact the Regulator notes the Respondent's failure to disclose any details of such alleged settlement. That the first time contact was ever made with the Respondent is recently on

10 November 2015 when one Sarel van Deventer of the Respondent, called to enquire whether or not the matter could be settled or whether the hearing was going ahead. No discussions, according to the Regulator ever took place between the Regulator and Machiel Jacobus Brand van Deventer as claimed in the Respondent's affidavit deposed to by the said van Deventer.

25. The Tribunal reconvened after a two-hour adjournment to consider the postponement application and had taken due cognisance of the submissions made by the parties and the arguments in support thereof on the papers and during the hearing and In the light of the above, dismissed Respondent's application for postponement of the hearing.

MAIN APPLICATION

Background

26. The Respondent is a credit provider duly registered with the Applicant under registration number NCRCP1982. The Applicant's mandate, flowing from the Act, requires the Applicant to, among other roles, to monitor the consumer credit market and industry in order to ensure that prohibited conduct is prevented or detected and prosecuted. On or about May 2014, the Applicant monitored the business of the Respondent and observed that the Respondent was engaging in credit granting practices that were suspected to be in contravention of the Act. In June 2014, the Applicant hen conducted an investigation into the Respondent's business. The Applicant uncovered practices that were in contravention of the Act, and compiled a report with the following findings namely that:

27.1 The Respondent entered into credit agreements with consumers without conducting a proper affordability assessment in contravention of section 81 (2)(iii) of the Act;

27.2 the Respondent failed to keep record of having conducted proper affordability assessments, in contravention of section 170 read with Reg.55(1)(b)(vi) of the Act;

27.3 The Respondent engaged in the reckless granting of credit to consumers in breach of section 81(1)(a) of the Act;

27.4 the Respondent induced consumers to enter into supplementary agreement that caused the consumer to pay a fee in excess R50.00 in contravention of sections 91(a) and 101 (1)(c) read with Reg.44

27.5 the Respondent has failed to submit the latest Annual Statutory Report in contravention of Reg 62 of the Act, and

27.6 Generally the Respondent conducts business in the manner inconsistent with the Act and its Regulation

Default application

27. The application for a postponement had now been dealt with and concluded. The Respondent, shortly after its application for postponement had been dismissed, asked for leave to be excused from the hearing after it took instructions not to oppose the default application. The Tribunal accordingly granted

the request. The Applicant then addressed the Tribunal for a default order in the principal matter, in terms of Rule 25(2) on the following grounds:

28.1 The application in the principal matter was served on the Respondent via email on 18 February 2015 and 19 February 2015 by registered mail. The Respondent was due to file a response by no later than 23 April 2015.

28.2 On 30 March 2015 the Tribunal's office of the Registrar issued a notice of complete filing, meaning that the application has complied with processes relating to the conduct of matters before the Tribunal, and was in order.

28.3 The Respondent failed to respond within the stipulated timeframes imposed by the Act, the Rules of the Tribunal. Proof of service of documents (*that is: Parcel Tracking Results*) shows that the service of documents to the Respondent was done in compliance with the Act.

Submissions by the Applicant

28. The Applicant addressed the Tribunal on the following salient aspects of its application:

29.1 On 7 May 2014 and seeing that the Respondent is not responding to the allegations levelled against it, after serving papers on the Respondent- applied for a default order in adherence with the requirements of the Act, having served on the Respondent, the papers pertaining to the motion application in the principal matter on 18 February 2015. The annexures in the bundle of documents show evidence of the manner and form of service,

29.2 The Tribunal's administrative office issued a notice of complete filing on 30 March 2015, confirming that the matter complied with the requirements of the Rules for the conduct of matters before the Tribunal.

29.3 That the Respondent was in breach of the provisions requiring the filing of the answering affidavit, being 15 days of receipt of the notice of motion application. The Respondent was expected to file at the latest, on 23 April 2015.

29.4 The Respondent failed to deliver a response within the required time period.

29.5 That inspire of the afore-going, the Respondent failed to seek condonation for the late filing of the documents.

29.6 That the prayers sought in the notice of motion be granted in favour of the Applicant including the imposition of an administrative penalty on the Respondent.

CONSIDERATION OF THE LAW AND ISSUES RAISED IN RESPECT OF THE DEFAULT APPLICATION

30 ***Rule 25.***

(1) The Tribunal may make the orders contemplated in section 150 of the Act.

(2) An Applicant may make application by way of form TI.r25(2) for purposes of obtaining a default order, if no response to the application was filed within the time stated in the application

(2A) Upon receipt of an application in terms of sub rule (2), the registrar shall set the matter down for hearing of the default order and deliver a notice of set-down of the default proceedings to the applicant.

(3) The Tribunal may make a default order-

(a) after it has considered or heard any necessary evidence; and

(b) if it is satisfied that the application documents were adequately served.

31. The Tribunal is empowered to make an order in favour of the Applicant, and in respect of a default hearing, once it is satisfied that the documents moving this application were adequately served. The Applicant has discharged proof that the documents were adequately served on the Respondent. The Tribunal is equally satisfied that service was adequate.

32. The Applicant submits that the case against the Respondent hinges on four main contraventions: (a) failure to conduct affordability assessments in that the Respondent cannot assess consumers' existing financial means .The Respondent's source of reference dates back to year 2001; and there are credit bureau reports(b) reckless credit granting which will ultimately lead to highly indebted consumers; (c) excessive service fees: consumers are induced into taking up supplementary charges in excess of the legally permissible fee of R50.00; and (d) Respondent's failure to submit statutory annual reports.

33. The Applicant's version of these contraventions has not been challenged and remains uncontroverted. In terms of Rule 13 of the Tribunal Rules the Applicant's allegations are accordingly deemed admitted.

CONTRAVENTIONS OF THE ACT

34. On or about May and June 2014 respectively, the Applicant appointed inspectors to monitor and conduct an investigation into the business of the Respondent. In its investigation report, the Applicant found that the Respondent was engaging in conduct which was in contravention of the Act, in that the Respondent was alleged to have committed the following:

34.1 Entered into credit agreements with consumers without conducting a proper affordability assessment in contravention of section 81(2)(iii).

34.2 Failed to keep proper record of having conducted affordability assessments in contravention of section 170 of the Act read with Regulatiojn 55(1)(b)(vi) of the Act.

34.3 Granted reckless credit in contravention of section 81(3) read with section 80(1)(a).

34.4 Induced consumers to enter into supplementary agreements for the payment of a service provider fee in excess to the fee prescribed by the Act, in contravention of sections 91(a) and 101(1)(c) read with Regulation 44 of the Act, and

34.5 Failed to submit its latest Annual Statutory Report, in contravention of Regulation 62 of the Act.

35. The Applicant has provided evidence in the form of Annexures to the bundle of documents accompanying the affidavit and the investigation report. There is evidence pointing out to the fact that the Respondent used old salary slip and bank statements dating back to early 2000 in assessing the affordability of consumers. The Annual Statutory Report shows that the Respondent had last submitted this report for the period of January to December 2012. The investigation report provides evidence of these and other contraventions.

36. The Tribunal finds this evidence to be uncontroverted as the Respondent chose to not contest the default application but instead asked the Tribunal to be excused from the hearing. In evaluating the Applicant's version of these contraventions against the evidence provided; the investigation report and the supporting annexures, the Tribunal accepts the Applicant's evidence as presented.

ADMINISTRATIVE PENALTY

37 . Among its prayers for the cancellation of the Respondent's registration as a credit provider (*in terms of section 150(g) read together with Section 57(2) and (3) of the Act*) the Applicant further asks the Tribunal to impose an administrative penalty as contemplated in section 151(3) of the Act.

38. In *NCR v Werlan Cash Loans t/a Lebathu Finance*[3] the Tribunal stated the following in relation to the aspects to consider when considering the imposition of an administrative fine:

> *"When determining an amount, the Tribunal must consider the legislation from which its own mandate derives and when determining an appropriate fine the Tribunal* ***must*** *consider the following factors:*
>
> *a) The nature, duration, gravity and extent of the contravention;*
> *b) Any loss or damage suffered as a result of the contravention*
> *c) The behaviour of the respondent;*
> *d) The market circumstances in which the contravention took place;*
> *e) The level of profit derived from contravention;*
> *f) The degree to which the respondent has co-operated with the National Credit Regulator, or the National Consumer Commission, in the case of a matter arising in terms of the Consumer Protection Act, 2008 and the Tribunal; and*
> *g) Whether the respondent has previously been found in contravention of the Act, or the Consumer Protection Act 2008, as the case may be."*

[3] NCT/3867/2012/57(1).

39. In the *Werlan*-case above, the Tribunal further stated that the Tribunal must consider fairness towards both the Applicant and Respondent when considering what would be a just administrative fine in the relevant circumstances. A careful consideration of the factors listed in Section 151(3) will result in the achievement of this objective. In the current matter the Applicant has dealt with factors listed in Section 151(3) and has made the following submissions as per the requirements of the Act:

The nature, duration, gravity and extent of the contravention

40. Having regard to the small sample of files extracted and the contraventions identified from the batch of the bundle, the nature and extent of the contraventions points towards serious contraventions by the Respondent. It appears that the Respondent had many clients. It is not known whether the other clients are subjected to the similar conduct and contraventions like those reflected in the investigation report and if so, to what extent. The Respondent conducts affordability assessments on the strength of very old salary advice slips dating as far back as 2001.

41. The nature, duration and gravity of the contraventions found in respect of a sample of these consumers' files obtained from the Respondent's office points to the reasonable conclusion that these contraventions have been occurring for a considerably longer period of time.

42. The contraventions in respect of overcharging of Respondent's consumers have grave consequences an aspect the Act specifically focuses on in prescribing interests rates, charges and fees that may be levied and when they can be levied. The contraventions complained of are exploitative in nature and deprived consumers of their rights and protection enshrined in the Act. The lasting damage suffered affects all consumers which have entered into credit agreements with the Respondent and they are charged interest in excess of the prescribed maximum.

Any loss or damage suffered as a result of the contravention

43. The Respondent operates in a regulated economic space and is compelled by law to conduct such an activity in a manner consistent with the Act. The result thereof is that, the credit agreements concluded with consumers are deemed to be unlawful if they are concluded in contravention of the law. Consumers have suffered financial loss in that they have been exploited by the Respondent in paying additional interest and costs *in excess* of what the law requires on credit agreements they have concluded with the Respondent. The funds were unduly received by the Respondent who derived financial benefit therefrom.

The behaviour of the Respondent

44. The Respondent has shown little or no regard for the processes taken by the Applicant to deal with this matter. In its papers, the Respondent claims to have met with the Applicant's Legal Advisor where the

issue of settling the matter before it was referred to the Tribunal was discussed. The Applicant denies this claim. In fact, notwithstanding the fact that the matter commenced in February this year, the Respondent was unresponsive, uncommitted notwithstanding the seriousness of the contraventions levelled against it. Instead, went away on holiday.

The market circumstances in which the contravention took place

45. It is submitted that the conduct of the Respondent illustrates that the market circumstances within which the contraventions occurred are one in which consumers are not aware of, and educated about their rights relating to access and cost of credit. The Respondent took advantage of the consumers' ignorance. From the files placed before the Tribunal most of its clients appear to be from low income streams. The contraventions by the Respondent under the market circumstances were credit access is important, the credit cost is regulated and with a requirement to properly assess a consumer's affordability of credit and not extend credit recklessly as this drives over-indebtedness and importantly were consumer's rights are protected. The conduct of the Respondent has adversely affected the credit market.

The level of profit derived from contraventions

46. A substantial profit has been derived from the activities of the Respondent. The profit was derived through prohibited practices in that, consumers were overcharged and granted credit recklessly by the Respondent which was not entitled to charge such costs in the credit agreements. This caused considerable financial prejudice to the consumers considering the number of consumers who were given credit under these circumstances. This conduct is in contravention of the Act, and consequently prohibited.

The degree to which the Respondent has co-operated with the National Credit Regulator and the Tribunal.

47. The Respondent cooperated and provided the inspectors with requisite information and co-operated during the course of the investigation. Access to the Respondent's premises was through a search and seizure warrant obtained from the Magistrate. In spite of that the Respondent showed little regard of the seriousness of the contraventions of the Act and the consumers affected adversely by its conduct.

Whether the Respondent has previously been found in contravention of the Act

48. There were no prior investigations or enforcement processes instituted against the Respondent. The Applicant submits that the nature and duration of the contraventions suggest that the conduct of the Respondent had been happening for a substantial period of time before the investigation was conducted.

Tribunal order

49. The Tribunal is empowered in terms of section 150 of the NCA to make an appropriate order in relation to prohibited or required conduct, and in these circumstances makes the following order:

49.1 Declares the following conduct of the Respondent to be in contravention of the Act, and as a result, prohibited in terms of the Act;

49.1.1 Contravention of section 81(2)(iii) of the Act, alternatively, section 170 read with Regulation 55(1)(b)(iv) of the Act.

49.1.2 Contravention of section 81(3) read with together with section 80(1)(c) of the Act.

49.1.3 Contravention of section 91(a) and section101(1)(c) read together with Regulation 44 of the Act; and

49.1.4 Contravention of Regulation 62 of the Act.

50. Cancellation of the Respondent's registration as a credit provider, with immediate effect in terms of section 57(1)(a).

51. The Respondent is ordered to refund all the affected consumers who were charged a service fee in excess of the prescribed R50.00 amount within 30 days of the date of the judgement.

52. The Respondent is further ordered to take every reasonable step to locate every consumer not traced within 30 days of this order, the Respondent is ordered to pay funds earmarked for this to the Applicant.

53. The Respondent is ordered to appoint an auditor at its own cost, to verify and confirm that the Respondent has accurately calculated the amount owing to each consumer affected by the Respondent's overcharging in respect of service fees. The Respondent is further ordered to submit a report in respect of the aforesaid audit within 60 days of this order, detailing the following:

53.1 The amount of all repayments made by the Respondent and confirmed by the auditor;

53.2 The recipients of all repayments; and56.3 The steps taken by the Respondent to locate any consumers which the Respondent was not able to locate.

54. In terms of Section 151 of the Act, and having considered all the circumstances of this case, the submission presented by the Applicant in support of its prayers and the relief sought; the nature, gravity, extent of the contraventions; the conduct of the Respondent; the effect the Respondent's conduct had on the economic lives of the consumers and the prejudice they suffered; the Tribunal imposes an administrative fine in the amount of R100,000 (Five Hundred Thousand Rand) payable by no later than the last day of March 2016.

55. No order for costs.

DATED AND SIGNED ON THIS THE 3rd DAY OF DECEMBER 2015

[SIGNED]_____
ADV. FK MANAMELA (Presiding Member)
MS D TERBLANCHE (Executive Chairperson and Member) and MR X MAY (Member), CONCURRING

Authorised for issue by National Consumer Tribunal
Case Number: NCT/21924/2015/57(1)
Date: 2016/01/29
CCYY / MM / DD

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