



**COMPETITION TRIBUNAL
REPUBLIC OF SOUTH AFRICA**

Case No: CR164Sep17/SA046May18

In the matter between:

The Competition Commission

Applicant

And

Key Moves CC

Respondent

Panel : M Mazwai (Presiding Member)
A Ndoni (Tribunal Member)
F Tregenna (Tribunal Member)

Heard on : 16 May 2018

Decided on : 16 May 2018

Settlement Agreement

The Tribunal hereby confirms the settlement agreement as agreed to and proposed by the Competition Commission and Key Moves CC annexed hereto marked "A".



**Presiding Member
Ms Mondo Mazwai**

16 May 2018
Date

Concurring: Ms Andiswa Ndoni and Prof. Fiona Tregenna

"A"

IN THE COMPETITION TRIBUNAL OF SOUTH AFRICA

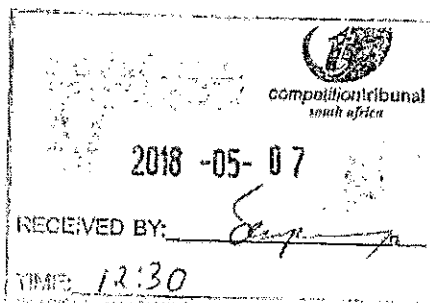
CT CASE NO: CR164Sep17/SA046May18
CC CASE NO: 2017MAR0021

In the matter between:

COMPETITION COMMISSION OF SA

Applicant

And



KEY MOVES CC

Respondent

CONSENT AGREEMENT IN TERMS OF SECTION 49D READ WITH SECTION 58(1) (b) OF THE COMPETITION ACT, NO. 89 OF 1998, AS AMENDED, BETWEEN THE COMPETITION COMMISSION AND KEY MOVES CC, IN RESPECT OF A CONTRAVENTION OF SECTION 4(1)(b)(i) OF THE COMPETITION ACT 89 OF 1998

Preamble

The Competition Commission ("Commission") and Key Moves CC, ("Key Moves") hereby agree that an application be made to the Competition Tribunal for the confirmation of this Consent Agreement as an order of the Tribunal in terms of section 49D read with section 58(1)(b) of the Competition Act no. 89 of 1998, as amended, in respect of a contravention of section 4(1)(b)(i) of the Act.

M. A.

1. DEFINITIONS

For the purposes of this consent agreement the following definitions shall apply

- 1.1 **"Act"** means the Competition Act No. 89 of 1998, as amended;
- 1.2 **"Key Moves"** means Key Moves CC, a close corporation duly incorporated in accordance with the Company Laws of the Republic of South Africa with its principal place of business at 111 Modderfontein Road, President Park, Midrand, Gauteng.
- 1.3 **"Commission"** means the Competition Commission of South Africa, a statutory body established in terms of section 19 of the Act, with its principal place of business at 1st Floor, Mulayo Building (Block C), the DTI Campus; 77 Meintjies Street, Sunnyside, Pretoria, Gauteng;
- 1.4 **"Commissioner"** means the Commissioner of the Competition Commission (the Commissioner) in terms of section 24(1) of the Act;
- 1.5 **"Consent Agreement"** means this agreement duly signed and concluded between the Commission and Key Moves.
- 1.6 **"Parties"** means the Commission and Key Moves.
- 1.7 **"Respondents"** means Northern Professional Movers Association of South Africa, Stuttaford Van Lines Gauteng Hub (Pty) Ltd ("Stuttaford"), Pickfords Removals SA (Pty) Ltd ("Pickfords"), A & B Movers (Pty) Ltd ("A&B Movers"), Brytons Removals (Pty) Ltd ("Brytons Removals"); Amazing Transport (Pty) Ltd ("Amazing Transport"), Key Moves CC ("Key

Moves"), Bayley Worldwide CC ("Bayley Worldwide"), Selection Cartage (Pty) Ltd ("Selection Cartage"), Elliot Mobility (Pty) Ltd ("Elliot Mobility"), Crown Relocations (Pty) Ltd ("Crown Relocation") & Magna Thomson (Pty) Ltd ("Magna Thomson").

1.8 "Tribunal" means the Competition Tribunal of South Africa, a statutory body established in terms of section 26 of the Act, with its principal place of business at the 1st Floor, Mulayo building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng;

2. INVESTIGATION AND FINDINGS OF THE COMMISSION

2.1 On 08 February 2017, the Commissioner initiated a complaint in terms of section 49B(1) of the Act, whereby it is alleged that the respondents entered into an agreement and / or engaged in a concerted practice to fix the e-toll levy to be levied to customers that transport furniture using e-tolled Gauteng highways in contravention of section 4(1)(b)(i) of the Act.

2.2 The Commission's investigation under Case No. 2017Mar0021 revealed the following:

2.2.1 On 22 January 2014, Stuttaford, Pickfords, A & B Movers, Brytons Removals, Amazing Transport, Key Moves, Bayley Worldwide, Selection Cartage, Elliot Mobility, Crown Relocations and Magna Thomson held a meeting under auspices of the NPPMA. The

meeting was attended by the representatives of the Respondents.

2.2.2 In this meeting the respondents agreed to pass on to customers the additional costs that they incur when they transport goods along the Gauteng e-toll roads.

2.2.3 To archive this, the respondents agreed to impose a R350 levy to be charged on customers when they transport goods along the Gauteng e-toll roads.

2.2.4 This agreement amounts to price fixing in contravention of section 4(1)(b)(i) of the Act.

3. ADMISSION

3.1. Key Moves admits that it has acted in contravention section 4(1)(b)(i) of the Act as described in paragraph 2 above.

4. CO-OPERATION

4.1 Key Moves undertakes to provide the Commission with its full, timeous and expeditious cooperate in its prosecution of the remaining respondents in the Commission's complaint referral. This cooperation includes, but not limited to:

4.1.1 Providing evidence and testifying at the hearing of the complaint referral in

respect of the prohibited practice set out in this Consent Agreement.

4.1.2 To the extent that it is in existence, the provision of evidence, written or otherwise, which is in the possession of Key Moves or under the control of Key Moves concerning the alleged contravention of section 4(1)(b) as set out in this Consent Agreement.

5. ADMINISTRATIVE PENALTY

5.1. Key Moves agrees that it is liable to pay an administrative penalty of R438 312.8 (**Four hundred and thirty-eight thousand, three hundred and twelve rand and eight cents**). This amount does not exceed 10% of Key Moves' annual turnover for the financial year ended February 2017.

5.2. Key Moves agrees to pay the administrative penalty as stipulated in paragraph 5.1 above over a period of three years (3) in 36 equal monthly instalments of R12 175,36 (**Twelve Thousand, one hundred and seventy-five rands and 36 cents**).

5.3. The first instalment of **R12 175, 36** is payable on or before **30 June 2018**. The remaining 35 instalments of **R12 175, 36** are payable on or before the last day of every subsequent month for the next thirty five (35) months ending **May 2021**.

5.4. No interest will be levied upon the administrative penalty for the first year from the date on which this Consent Agreement is made an order of the Tribunal. Thereafter interest will be levied on the remaining outstanding balance at the prevailing interest rate on debts owing to the State as prescribed by the Minister

of Finance in terms of section 80(1)(b) of the Public Finance Management Act, 1 of 1999 as amended. At the time of the signature of this Consent Agreement, the applicable interest rate is 10,25%

5.5. The payment shall be made into the Commission's bank account, details of which are as follows:

Bank name:	Absa Bank
Branch name:	Pretoria
Account holder:	Competition Commission Fees Account
Account number:	4087641778
Account type:	Current Account
Branch Code:	632005
Reference:	2017Mar0021/KEYMOVES

5.6. The penalty will be paid over by the Commission to the National Revenue Fund in accordance with section 59(4) of the Act.

6. AGREEMENT REGARDING FUTURE CONDUCT

6.1. Key Moves undertakes to refrain from engaging in any anti-competitive conduct in contravention of the Act in future.

6.2. Key Moves will develop, implement and monitor a competition law compliance programme as part of its corporate governance policy, which designed to ensure

that all employees, members and management do not engage in future contraventions of the Act. In particular, such compliance programme will include mechanisms for the identification, prevention, detection and monitoring and detection of any contraventions of the Act.

6.3. Key Moves shall circulate a statement summarising the contents of this Consent Agreement to all management and operational staff employed by Key Moves within 60 (sixty) business days from the date of confirmation of this Consent Agreement by the Tribunal.

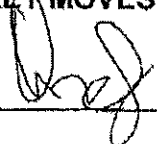
6.4. Key Moves undertakes to submit a copy of such compliance programme to the Commission within 60 days of the date of confirmation of this Consent Agreement as an order to the Tribunal.

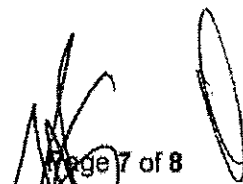
6.5. Undertakes henceforth to engage in competitive practices.

7. FULL AND FINAL SETTLEMENT

7.1. This Consent Agreement is entered into in full and final settlement of the Commission's investigation under Case No. 2017Mar0021 and upon confirmation as an order of the Tribunal, concludes all proceedings between the Commission and Key Moves relating to the conduct that is the subject of the Commission's investigation under Case No. 2017Mar0021.

For KEY MOVES




Page 7 of 8

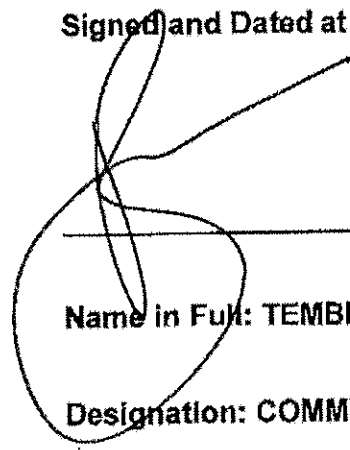
Signed and Dated at Midrand on the 27th day of April
2018.

Name in Full: Mr. Dean Knezovich 

Designation: MD

For the Competition Commission

Signed and Dated at PRETORIA on the ___ day of _____ 2018.



Name in Full: TEMBINKOSI BONAKELE
Designation: COMMISSIONER OF THE COMPETITION COMMISSION

