



competitiontribunal
SOUTH AFRICA

COMPETITION TRIBUNAL OF SOUTH AFRICA

Case No: CR121Sep15/SA112Nov21

In the matter between:

The Competition Commission

Applicant

And

Afriworld 142 (Pty) Ltd

Respondent

Panel: M Mazwai (Presiding Member)
AW Wessels (Tribunal Member)
E Daniels (Tribunal Member)

Heard on: 03 December 2021

Decided on: 03 December 2021

Settlement Agreement

The Tribunal hereby confirms the settlement agreement as agreed to and proposed by the Competition Commission And Afriworld 142 (Pty) Ltd annexed hereto.



Presiding Member
Ms Mondo Mazwai

03 December 2021

Date

Concurring: Mr Andreas Wessels and Mr Enver Daniels

IN THE COMPETITION TRIBUNAL OF SOUTH AFRICA
(HELD IN PRETORIA)

CT Case No:

CC Case No: 2011Jun0069

In the matter between:

THE COMPETITION COMMISSION

Applicant

And

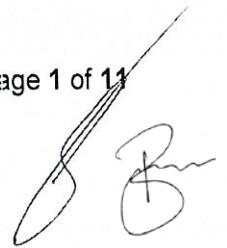
AFRIWORLD 142 (PTY) LTD

Respondent

CONSENT AGREEMENT IN TERMS OF SECTION 49D AS READ WITH SECTIONS 58(1)(a)(iii) and 58(1) (b) OF THE COMPETITION ACT, 89 OF 1998, AS AMENDED, BETWEEN THE COMPETITION COMMISSION AND AFRIWORLD 142 (PTY) LTD, IN RESPECT OF CONTRAVENTIONS OF SECTION 4(1)(b) (ii) OF THE COMPETITION ACT, 1998.

PREAMBLE

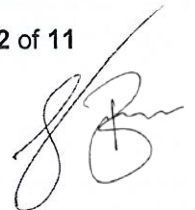
The Competition Commission ("Commission") and Afriworld 142 (Pty) Ltd ("Afriworld") hereby agree that application be made to the Competition Tribunal ("Tribunal") for the confirmation of this Consent Agreement as an order of the Tribunal in terms of section 49D read with section 58(1)(a)(iii) and 58(1)(b) of the Competition Act, No. 89 of 1998, as amended, ("the Act") in respect of contraventions of section 4(1)(b) (i) of the Act, on the terms set out below.



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 **"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 Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng;
- 1.3 **"Commissioner"** means the Commissioner of the Commission, appointed in terms of section 22 of the Act;
- 1.4 **"Complaint"** means the complaints initiated by the Commissioner on 3 November 2010 in terms of section 49B(1) of the Act, and as amended by the Commissioner on 1 June 2011 under case numbers 2011Jun0069;
- 1.5 **"Consent Agreement"** means this agreement duly signed and concluded between the Commission and Afriworld;
- 1.6 **"Afriworld"** means Afriworld 142 (Pty) Ltd, a company duly registered and incorporated in accordance with the laws of the Republic of South Africa, with its principal place of business situated at Heuwelsig, Bloemfontein, Free State;
- 1.7 **"Sifikile"** means Sifikile Transport CC, a close corporation duly incorporated in accordance with the laws of the Republic of South Africa, with its principal place



of business situated at unit 9, 58 Willow Road, Stikland Bellville, Western Cape;

1.8 “**JH Retief**” means JH Retief Transport CC, a close corporation duly incorporated in accordance with the laws of the Republic of South Africa, with its principal place of business situated at 39 Willow Road, Stikland Bellville, Western Cape;

1.9 “**Mathee**” means Mathee Furniture Removals CC, a close corporation duly incorporated in accordance with the laws of the Republic of South Africa, with its principal place of business situated at 28 Randjie Street, Postmasburg, Northern Cape;

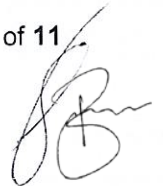
1.10 “**Parties**” means the Commission, Afriworld, JH Retief, Mathee and Sifikile;

1.11 “**Respondents**” means Afriworld, JH Retief, Mathee and Sifikile;

1.12 “**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 Mulayo building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.

2. **COMMISSION’S INVESTIGATION AND FINDINGS**

2.1 On 3 November 2010, the Commissioner initiated a complaint into alleged collusive conduct in contravention of section 4(1)(b) (i), (ii) and (iii) of the Act, in the market for the provision of furniture removal services. On 1 June 2011,



the Commissioner amended the complaint initiation to include Afriworld. The amended complaint was investigated under case number 2011Jun0069.

2.2 The Commission's investigation revealed that furniture removal companies, including Afriworld concluded agreements and/or engaged in concerted practices to tender collusively in the provision of furniture removal services to government departments, big corporates and private individuals. The collusion appears to have started around 2007 to at least 2012.

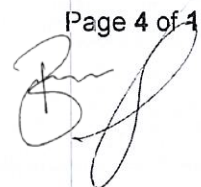
2.3 The Commission found that Afriworld, Sifikile, Matthee and JH Retief had bilateral arrangements and colluded in respect of twenty-eight (28) instances as listed in the attached **Annexure A.1**.

2.4 The conduct amounts to price fixing and/or the fixing of trading conditions in contravention of sections 4(1)(b)(i), (ii) and (iii) of the Competition Act 89 of 1998, as amended (hereinafter "the Act").

3. ADMISSION OF LIABILITY

3.1 Afriworld admits liability in respect of the conduct described in paragraph 2 above.

4. FUTURE CONDUCT

A handwritten signature in black ink, appearing to be 'B. J.', is located in the bottom right corner of the page, overlapping the page number text.

4.1 Afriworld agrees and undertakes to:

4.1.1 prepare and circulate a statement summarizing the contents of this Consent Agreement to its employees, managers and directors within thirty (30) days of the date of confirmation of this Consent Agreement as an order of the Tribunal;

4.1.2 refrain from engaging in conduct in contravention of section 4 (1)(b) of the Act in future;

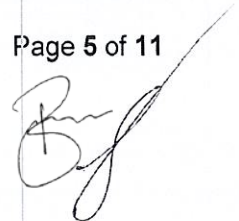
4.1.3 continue to implement and monitor its existing competition law compliance programme as part of its corporate governance policy, which is designed to ensure that its employees, management, directors and agents do not engage in future contraventions of the Act; and

4.1.4 submit a copy of such compliance programme to the Commission within thirty (30) days of the date of confirmation of this Consent Agreement as an order by the Tribunal.

5. ADMINISTRATIVE PENALTY

5.1 Having regard to the provisions of sections 58(1)(a)(iii) as read with sections 59(1)(a), 59(2) and 59(3) of the Act, Afriworld is liable to pay an administrative penalty.

5.2 Afriworld agrees and undertakes to pay an administrative penalty in the amount



of R188 936 (One Hundred and Eighty-Eight Thousand Nine Hundred and Thirty Six Rand). This amount does not exceed 10% of Afriworld's turnover.

5.3 Afriworld will pay R15 000.00 quarterly over a period of 4 years, 6 months which begins from date of confirmation of this Consent Agreement as an order of the Tribunal, the final instalment being the remainder of the capital amount plus applicable interest.

5.4 Interest on the remaining capital amount shall accrue as from the first anniversary of the confirmation of the Consent Agreement as an order of the Tribunal.

5.5 The administrative penalty must be paid into the Commission's bank account which is as follows:

Name: The Competition Commission

Bank: Absa Bank, Pretoria

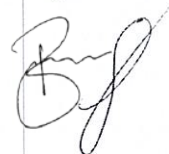
Account Number: 4087041778

Branch Code: 632005

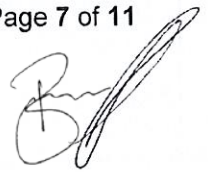
Ref: 2017Feb0056/2017Nov0053-SkyJacks

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

6. COMPLIANCE



All compliance reports and proof of payments relating to this matter shall be forwarded to the Commission at CartelSettlements@compcom.co.za.

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7. FULL AND FINAL SETTLEMENT

This agreement, upon confirmation as an order of the Tribunal, is entered into in full and final settlement in respect of the Commission's investigation into the activities of Afriworld, under case number: 2011Jun0069 and concludes all proceedings between the Commission and Afriworld.

Dated and signed at Bloemfontein on the 25 day of October 2021

For Afriworld 142 (Pty) Ltd

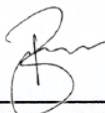


Name in Full: Mollhys Gerhardus Bates

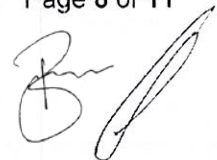
Position Manager

Dated and signed at PRETORIA on the 03 day of NOVEMBER 2021

For the Commission



Tembinkosi Bonakele
Commissioner



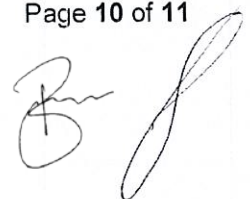
“ANNEXURE A 1”

AFRIWORLD 28 CARTEL INSTANCES

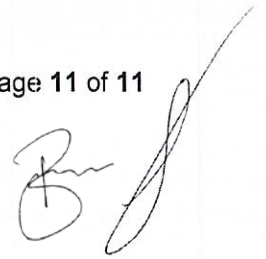
Afriworld and Sifikile	
1	-2008 agreement -Tender issued by Department of Water Affairs and Forestry
2	-2008 agreement -Tender issued by Eskom
Afriworld and JH Retief	
3	-2008 agreement -Tender issued by SAPS
4	-2008 agreement -Tender issued by SAPS
5	-2008 agreement -Tender issued by SAPS
6	-2008 agreement -Tender issued by SAPS
7	-2010 agreement -Tender issued by Department of Health
8	-2010 agreement -Tender issued by Department of Health
9	-2010 agreement -Tender issued by Department of Health
10	-2010 agreement -Tender issued by Department of Health
11	-2008 agreement -Tender issued by SANDF
12	-2008 agreement -Tender issued by SANDF



13	-2010 agreement -Tender issued by department of Health	
14	-2008 agreement -Tender issued by SANDF	
15	-2010 agreement -Tender issued by SANDF	
Afriworld and Matthee		
16	-2012 agreement -Tender issued by C.A.M.H.C	
17	-2012 agreement -Tender issued by SANDF	
18	-2012 agreement -Tender issued by SANDF	
19	-2012 agreement -Tender issued by SANDF	
20	-2012 agreement -Tender issued by SANDF	
21	-2012 agreement -Tender issued by SANDF	
22	-2012 agreement -Tender issued by SANDF	
23	-2012 agreement -Tender issued by SANDF	
24	-2012 agreement -Tender issued by SANDF	
25	-2012 agreement -Individual Move	
26	-2012 agreement -Tender issued by SANDF	
27	-2012 agreement	



	-Tender issued by SANDF	
28	-2007 agreement -Tender issued by SANDF	

A handwritten signature in black ink, consisting of a stylized 'B' followed by a long, sweeping flourish that extends upwards and to the right.