

SOUTH AFRICA / JUDGMENT

**National Credit Regulator v Satinsky 128 (Pty)
Ltd t/a Just Group Africa
(NCT/15799/2014/55(6))
[2017] ZANCT 142 (17 December 2017)
[2017] ZANCT 142**

COURT

National Consumer Tribunal

BEFORE

D Terblanche, J Maseko, B Dumisa

CASE / FILE NUMBER

NCT/15799/2014/55(6)

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IN

THE NATIONAL CONSUMER TRIBUNAL

HELD

IN CENTURION

Case

number: NCT/15799/2014/55(6)

In

the matter between:

THE
NATIONAL CREDIT
REGULATOR
APPLICANT
and
SATINSKY
128 (PTY) LTD t/a JUST GROUP
AFRICA
RESPONDENT

Coram:

Ms
D Terblanche - Presiding member
Prof
J Maseko - Member & Executive Chairperson
Prof
B Dumisa-Member
Date
of Hearing: 28 SEPTEMBER 2017

JUDGMENT

AND REASONS

APPLICANT

1. The Applicant is the NATIONAL CREDIT REGULATOR ("the NCR", "the Applicant" or "the Regulator"), a juristic person established in terms of section 12 of the National Credit Act, 34 of 2005 ("the NCA"),

RESPONDENT

2. The Respondent is SATINSKY 128 (PTY) LTD t/a JUST GROUP AFRICA (hereinafter referred to as "the Respondent").
3. At the time of the issuance of the Compliance Notice Respondent was registered with the Applicant as a credit provider, with registration number NCRCP407.

APPLICATION TYPE

4. This is an application for an order to compel the Respondent to comply with a compliance notice issued by the Respondent in terms of Section 55(1) of the NCA and for certain other ancillary relief as set out more fully in the Applicant's notice of motion.
5. The Respondent opposes the application.

THE HEARING

6. The matter was set down and heard on 28 September 2017, after it had been postponed on a previous date.
7. Ms Caroline Young, a legal advisor at the NCR, represented the Applicant at the hearing.
8. Karen van Eck, of Clarke & Van Eck Attorneys, in Pretoria, represented the Respondent at the hearing.
9. The Tribunal raised the question with the parties whether the matter before the Tribunal has become moot.
10. The Applicant took the position that the matter is not moot, as -
 - 10.1. The Respondent was still a registered credit provider;
 - 10.2. If the Respondent had stopped operating, the Applicant does not have any proof to that effect;
 - 10.3. The Respondent still needs to answer to its non-compliance with the compliance notice the Applicant issued against it; and

10.4. A fine is warranted against the Respondent in this application because the Respondent "was an integral part and originator of this scheme which resulted in thousands of complaints being lodged against the various credit providers for reckless credit".

11. The Respondent took the position that this matter is moot, as -

11.1. Over three (3) years have passed since the Compliance Notice was issued and the application lodged and a lot had changed in those 3 years;

11.2. The Respondent claimed it had not conducted any business since June 2014; and

11.3. The Respondent Mas an overcautious act by the Respondent removed all the advertising complained about;"

11.4. The affected consumers had in the meantime moved on and had forgotten about the campaign that gave rise to the Applicant issuing the compliance notice;

11.5. Not one consumer pursued any charge or laid any complaint against the Respondent;

11.6. The Respondent even made a bold assertion that "All the consumers received exactly the product they had applied for, namely a vehicle and they had received it in a manner that they understood to receive it;"(sic)

11.7. The Respondent had never extended any credit; and

11.8. The company had since been liquidated, hence "So even if a fine would be granted which I clearly have to say should not be done, even if a fine should be or is granted, there is no company to go and get the fine from".

12. The Hearing thereafter continued without the Tribunal pronouncing itself on the question of mootness.

BACKGROUND

13. The Applicant had issued a Compliance Notice against the Respondent on 14 July 2014 in terms section 55(1) of the NGA. Section 55(1) provides that:

"Subject to subsection (2), the National Credit Regulator may issue a compliance notice in the prescribed form to-

- (a) A person or association of persons whom the National Credit Regulator on reasonable grounds believes-
 - (i) has failed to comply with a provision of this Act; or
 - (ii) is engaging in an activity in a manner that is inconsistent with this Act; or
- (b) a registrant whom the National Credit Regulator believes has failed to comply with a condition of its registration."

14. The Compliance Notice resulted from the Respondent's alleged non-compliance with section 76 of the NCA, more specifically in

respect of the provisions of section 76(4) and (5) and regulation 21. Section 76 provides that -

"(1) This section does not apply to an advertisement-

(a) that does not make reference to a specific credit product or credit provider, and of which the dominant purpose is to promote-

(i) responsible credit practices; or

(ii) the use of credit generally;

(b) that generally promotes a specific credit provider, brand or type of credit agreement, but does not make specific reference to product price, cost or availability of credit; or

(c) by the seller of goods or services, or on the premises of such a person, if that notice or advertisement indicates only that the person is prepared to accept payment through a credit facility in respect of which another person is the credit provider.

(2) This section applies to the provider of credit that is being advertised, or the seller of any goods or services that are being advertised for purchase on credit.

(3) ...

(4) An advertisement of the availability of credit, or of goods or services to be purchased on credit-

(a) must comply with this section;

(b) must contain any statement required by regulation;

(c) must not-

(i) advertise a form of credit that is unlawful;

(ii) be misleading, fraudulent or deceptive; or

(iii) contain any statement prohibited by regulation; and

(d) may contain a statement of comparative credit costs to the extent permitted by any applicable law or industry code of conduct, but any such statement must-

(i) show costs for each alternative being compared;

(ii) show rates of interest and all other costs of credit for each alternative;

(iii) be set out in the prescribed manner and form; and

(iv) be accompanied by the prescribed cautions or warnings concerning the use of such comparative statements.

(5) In any advertisement concerning the granting of credit, a credit provider must state or set out the interest rate and other credit costs in the prescribed manner and form."

15. To cure the Respondent's alleged non-compliance the Regulator prescribed steps for the Respondent to take. They were that the

Respondent had to -

15.1. Confirm in writing to the Applicant by 18 July 2014 that it had taken measures-

15.1.1. ensuring that all adverts that appear comply with section 76 and regulation 21,

15.1.2. not to publish any advertisements that do not comply with section 76 and regulation 21, and

15.1.3. to review all advertisements for credit to ensure compliance prior to advertising.

15.2. Submit an Audit report to the Applicant by 29 August 2014 with assurance that-

15.2.1. advertisements on vehicles and media comply with section 76 and regulation 21, and

15.2.2. Respondent has implemented systems and procedures to ensure compliance with section 76 and Reg 21(7) of the NGA.

16. A person receiving a compliance notice may object to it to the National Consumer Tribunal ("the Tribunal") in terms of section 56(1). It provides that -

"(1) Any person issued with a notice in terms of section 54 or 55 may apply to the Tribunal in the prescribed manner and form to review the notice within-

(a) 15 business days after receiving that notice; or

(b) such longer period as may be allowed by the Tribunal on good cause shown."

17. The Respondent did not raise an objection to the Compliance Notice. This resulted in the Regulator taking the action allowed for in terms of section 55(6) which provides that -

"If a person fails to comply with a compliance notice as contemplated in this section without raising an objection in terms of section 56, the National Credit Regulator may refer the matter-

(a) to the National Prosecuting Authority, if the failure to comply constitutes an offence in terms of this Act; or

(b) otherwise, to the Tribunal for an appropriate order".

18. The Regulator, as a result of the Respondent's alleged non-adherence to the compliance notice, brought this application before the Tribunal in terms of section 55(6) of the NGA.

SUBMISSIONS

BY THE APPLICANT

19. The submissions of the Applicant are based on its founding affidavit deposed to by Nthupang Magolego, Manager: Investigations and Enforcement, referencing the investigation report by one of its investigators, Mark Whale.
20. According to the Applicant; the Respondent is the originator of a scheme, which resulted in thousands of complaints being lodged against the various credit providers for reckless credit.
21. Through this scheme the Respondent contravened section 76(4) and (5) of the NGA and regulation 21 in that the Respondent ran advertisements which appeared on the rear parts of various motor vehicles containing statements like: "NEW CAR from R600 p/m"; "NO Deposit"; "NO Residual".
22. These advertisements, Applicant submitted, are non-compliant with the provisions of the NCA and the regulations in that they did not disclose the installment amounts, number of installments, total amount of installments and costs including interest, fees and compulsory insurance and the interest rates.
23. The Applicant also averred that the Respondent's advertisements for credit, as they appeared in the website www.driveanewc.acor.za contained the statement or phrase stating that "the benefit here is that you will not be asked to pay a deposit, there is no residual and you will pay a reasonable interest rate". This; the Applicant averred; caused consumers to be deceived in that the costs of credit were not disclosed in the advertisement. And as a result; consumers may have entered into credit agreements that would cause them to be over-indebted.
24. As a result of these contraventions; the Applicant issued the compliance notice against the Respondent on 14 July 2014; requiring that steps in paragraph 15 above be taken by the Respondent. This compliance notice was the second of two (2) that had been issued against the Respondent in a space of five (5) years. The first one had been issued on the 3rd of July 2009.
25. On or about 15 July 2014, the Respondent addressed a letter to the Applicant stating that: "We confirm that we undertake to comply with all provisions as set out by yourself as a Regulator."
26. When the Regulator did not receive the audit report as required, it caused a follow-up inspection to be conducted on 8 September 2014, by a senior Inspector employed by the Applicant.

27. The follow-up investigation revealed that apart from the Respondent failing to supply the audit report as required; the Respondent

continues to be in contravention of the provisions of section 76 and regulation 21 of the NCA as the impugned advertisements were still in circulation.

28. As a result of this non-compliance; the Applicant lodged the current application before the Tribunal; for an order to compel the Respondent to comply with the compliance notice and other ancillary relief.

RESPONDENT'S

SUBMISSIONS

29. The Respondent was a motor car dealership group known as Satinsky 128 (Pty) Ltd. It traded predominantly in new and demonstration vehicles, under two different names, namely, Just Group Africa and Drive Car Sales. According to the Respondent; it stopped operating the motor car dealership in 2014.
30. Respondent submitted that despite being registered with the Applicant as a Credit Provider the Respondent was not in the business of supplying credit and that it merely applied for registration as a credit provider as a precautionary measure. This was allegedly because the Respondent had worked closely with other registered credit providers.
31. The Respondent had been trying to deregister as a credit provider from since August 2014; but could not. This was because the Applicant informed them that they couldn't deregister them due to this pending matter against them.
32. The Respondent utilized the services of Blue Lakes Trading and Promotions Inc, a Hong Kong registered media company ("Blue Lakes"), to promote their brand. This was done through a brand awareness campaign "Drive a new car from R699'.
33. The methodology used by this media company was to -
- 33.1. advertise on the back of motor vehicles to generate the leads for the Respondent;
- 33.2. display a number where interested buyers could send in a text message enabling the interested buyer to contact the Respondent and to further enable the Respondent to trace how and through which advertiser the interested buyer learned of the opportunity; and
- 33.3. The content of the brand awareness campaign on the motor vehicle also displayed the address for the website where the interested buyer could read all the terms and conditions as well as the cost of credit for a specific product.

34. With regard to the compliance notice; the Respondent submitted that they did in fact comply with it. They had sent a letter to the Regulator before the due date of 15 July 2014 as required. They also had taken the steps necessary to ensure compliance with the NCA. The steps they allegedly took were:

34.1. After receipt of the second Compliance Notice, the Respondent immediately closed down the other website www.justgroupafrica.co.za;

34.2. The Respondent closed their Facebook group "Drive Car Sales" subsequent to receipt of the second Notice to Comply;

34.3. They also sent a text message, on 15 July 2014, to every person on their database to inform such persons that they should remove all the advertising on their vehicles(s);

34.4. They also made phone calls to the various consumers on their database to inform them that they have to remove the brand awareness campaign material; and

34.5. Though they have no relationship with website www.driveanewcar.co.za: they still went out of their way to ask the owner of that website to remove the advert, which was done.

35. The Respondent challenged the Applicant's assertion that there were hundreds of complaints about the Respondent's activities. But, the Applicant's founding affidavit did not state anything whatsoever about any complaint having been received

36. The Respondent further challenged the Applicant's submissions at the hearing; where the latter asserted in its founding affidavit that consumers were deceived.

37. Respondent reiterated how the "699 campaign" operated:

37.1. When a person saw a motor vehicle with the "699 campaign" advertising material, they sent an SMS to a number displayed on that car;

37.2. The potential consumer would then be referred to a website where more information would be provided on how this system worked;

37.3. The potential consumers would then apply for credit through the normal course with a particular financial institution;

37.4. Only once the finance had been granted would the Respondent get involved, and supplied the motor vehicle; and

37.5. The potential consumers who wanted to be part of the "699 campaign" needed to also have another contract with Blue Lake's Trading media company.

38. They made a submission that the owner of the "699 campaign" car used by the Applicant as an example of the Respondent's continued breaches or non-compliance in September 2014, as stated by its Mr Whale, had been instructed as long ago as 15 July 2014 to remove that advertisement but chose not to do so.

39. The Respondent argued they did not submit an audit report because they were confused by the fact that there were inspectors of the Applicant's busy conducting investigations at the Respondent's premises during the same time as they were required to submit the audit report. They thought that the audit report was therefore no longer relevant as the Applicant was now conducting further

investigations.

CONSIDERATION OF THE APPLICABLE LAW

40. It is not in dispute that the Applicant issued two (2) compliance notices, in terms of Section 55(1) of the Act, the first one in 2009 and the second one in 2014.
41. The current matter before the Tribunal relates entirely to the second compliance notice, issued on 14 July 2014.
42. The Respondent did not object to that compliance notice, in terms of Section 56 of the Act. It follows that as it did not object to the compliance notice; it had to adhere to it.
43. For the Tribunal to decide whether it can grant the orders and relief sought by the Applicant, it has to determine whether the conduct complained about in the compliance notice constituted prohibited conduct.
44. If the conduct complained about in the compliance notice does not amount to prohibited conduct, that conclusion would bring the matter to an end.
45. If on the other hand, the answer to the above question is in the affirmative, the next question is whether the Respondent complied

with the compliance notice.

46. The Applicant during the follow-up inspection found a vehicle still with the "699 campaign" stickers. The Respondent's

response was that the owner of the car had been instructed as long ago as 15 July 2014 to remove that advertisement but chose not to do so. The Tribunal considered this and concluded that this evidence is at best peripheral to the core dispute the Tribunal is required to adjudicate on, namely whether the Respondent complied with the requirements of the compliance notice - the letter and the audit report. The Tribunal is not required to determine whether the Respondent continued contravening the NCA after the second compliance notice was issued.

Prohibited conduct leading to issuing the Compliance Notice

47. The determination of whether the conduct complained about in the compliance notice constituted prohibited conduct; turns on the evidence of the contravention of the NCA before the Tribunal.

48. The evidence before the Tribunal is set out in the affidavits deposed to by the parties and their annexures thereto, including the investigation report.
49. It is common cause that Blue Lakes conducted a brand awareness campaign with the impugned advertisements for the Respondent. The contents of the advertisements are not in dispute.
50. The Respondent submitted that it cannot be held liable for contraventions of the NCA and the Regulations -
 - 50.1. Firstly, in reliance on section 76(1), that it is excluded from the application of the provisions of section 76(4) and (5) as there is no product being advertised;
 - 50.2. Secondly, that it does not itself provide credit; and
 - 50.3. Thirdly, that the information that is supposed to appear in the advertisement has been provided in a website interested buyers had been referred to in the advertisement.
51. The Applicant averred that the Respondent's contention that it is excluded from the operation of the NCA is not sustainable on the basis that they did not advertise a product. Applicant submitted that there is a product, a car, being advertised and therefore the Respondent is not excluded from the operation of section 76. The Tribunal accepts the Applicant's submission in this regard as clearly an object, a car, is being advertised.
52. The Respondent submitted, "Despite being registered with the Applicant as a Credit Provider the Respondent was not in the business of supplying credit".
53. Accepting that this was in fact the case, the Tribunal is of the view that once an entity has registered for conducting certain business activities; it is incumbent on that entity to comply with its conditions of registration.
54. It will impose an unmanageable burden on regulators to constantly having to check and verify whether registrants actually conduct the business they have been registered for.
55. In the circumstances: the Regulator is and was entitled to insist that the Respondent meets the legal requirements placed on it as a credit provider; when advertising, and to additionally ensure that its service provider, Blue Lakes comply with the law.
56. The Tribunal noted that according to the Respondent; the content of the brand awareness campaign on the motor vehicle; displayed the address for the website where the interested buyer could read all the terms and conditions as well as the cost of credit for a specific product.

57. The provisions of section 76 and regulation 21 are very specific in that it provides that-" (4) An advertisement of the availability of credit, or of goods or services to be purchased on credit-...must..." A close reading of the introductory part of section 76(4) and (5) of the NCA makes it clear that; irrespective of wherever else information prescribed to be provided by this section is provided to the consumer or "interested buyer;" if it is not contained in the advertisement itself, the section is contravened.
58. For the reasons above; the Tribunal finds that the Respondent contravened section 76 read with regulation 21 of the NGA, and committed prohibited conduct.

Non-compliance with the Compliance Notice

59. It is common cause between the parties that the Respondent did not fully comply with the steps they had to take as required in the compliance notice of July 2014.
60. The Respondent did not submit the audit report by the 29th of August 2014, in the manner and form required in the said compliance notice. For this; the Respondent placed various reasons before the Tribunal.
61. The Tribunal noted the submissions by the Respondent that it took steps to ensure compliance with the prescripts of section 76 read with regulation 21. From Respondent's submissions it is clear though that those steps did not include the Audit report so clearly and unambiguously required to be provided to the Regulator. As a result those steps taken do not expunge the Respondent's non-compliance with the steps prescribed in the notice.
62. The NGA obliges the Regulator to be clear and unambiguous about the steps it requires of a registrant to take to achieve compliance with any non-compliance identified. This assists a registrant to know clearly and unambiguously what is required of it to comply with the NGA and cure the alleged contraventions. This is not to say that there was such ambiguity in casu.
63. For the Respondent to not comply with the steps prescribed by the Regulator, and not object to them, and then to select only some of those steps to take, can only frustrate the Regulator in the execution of its mandate. This cannot be countenanced; as it would render it unnecessary for the Regulator to go to the extent of exactly and precisely prescribing the steps a registrant has to take to cure a contravention of the NGA.
64. Regarding the claim by the Respondent of having been trying to de-register since August 2014; it is apparent that the Respondent was a registered credit provider at the time when the compliance notice was issued.

65. Whether the Respondent is still registered might be relevant to the relief sought and considered by the Tribunal against the Respondent, not in respect of its findings regarding the Respondent's compliance or not with the NGA and the Compliance Notice issued by the Applicant.
66. It would frustrate the purpose of the NGA to allow a party "to get away" with contraventions of the NGA and non-compliance with compliance notices issued by the Regulator; by simply de-registering itself as a registrant and then using that as a defense against culpability.
67. The Tribunal finds that the Applicant has made out a case on the balance of probabilities that the Respondent contravened section 76 read with Regulation 21; that the Respondent did not fully comply with the compliant notice; and that the Applicant has laid a basis in law for the Tribunal to issue an order compelling the Respondent to comply with the steps in the Compliance Notice.

RELIEF SOUGHT

68. The Applicant requested the Tribunal, in the event of finding in its favour, to make an order to -

68.1. Compel the Respondent to comply with the Compliance Notice in terms of Section 55(1) of the Act; and

68.2. Impose an administrative fine on the Respondent in terms of Section 151, with or without the addition of any other order in terms of Section 150 (c) of the Act; and Required to give effect to the consumers' rights in terms of terms of Section 150(i).

69. The Tribunal considered Applicant's prayer to make an order compelling the Respondent to provide the Applicant with an audit

report in the terms required by the Applicant. In the view of the Tribunal; it will serve no purpose to make such an order. The

Respondent submitted in evidence, and Applicant does not dispute this, that it changed its business in August 2014.

70. Insofar as the balance of the relief sought by the Applicant remaining is concerned, it is for the Tribunal to consider whether it is appropriate to impose an administrative penalty on the Respondent.
71. The provisions dealing with administrative penalties are captured in section 150(c)[1] and 151(1)[2] of the NGA.
72. The Tribunal noted that while the Applicant asks for an administrative fine to be imposed, Applicant did not provide any financial information upon which an administrative fine could be calculated.

73. The Tribunal in the NCR vs Werlan Cash Loans t/a Lebathu Finance, NCT/3867/2012/57(1) held on 13 February 2013 dealt with a similar situation where the Respondent's annual turnover of the preceding financial year was unknown to the Tribunal. The Tribunal in that matter quoted from *Venter v R2* and *Shenker v The Master*;¹⁰ “where the language is unambiguous, and its meaning is clear, the court may only depart from such meaning if it leads to absurdity so glaring that it could never have been contemplated by the legislature” in support of its premise that the legislature could not have intended that the absence of evidence relating to the annual turnover of a Respondent would result in that Respondent escaping the imposition of an administrative fine in circumstances where such a fine would be an appropriate and just order.

74. For this reason we are of the view that the Tribunal may impose an administrative penalty without reference to annual turnover,

including a reference to annual turnover for comparative purposes. Accordingly, where no evidence regarding annual turnover is

available, the Tribunal still has the option to award a penalty not exceeding R 1 000 000.00.

75. In determining whether the imposition of a fine is appropriate, the Tribunal considered the following:

75.1. The contraventions of section 76 read with regulation 21 are very serious contraventions. It lures consumers into deals that could potentially be prejudicial to them, as they would not have been provided with all the information they need to make informed decisions. This may very well lead to them getting themselves into a situation where they become debt stressed or over-indebted;

75.2. It is not enough for the Respondent to say that they are not providing credit and that the credit providers have to make the assessments and provide the required information to consumers. It is indeed so that the entity awarding the credit has responsibilities in that regard. However the structure of the NGA is such that the obligations of each role players in the credit industry builds upon each others to knit together a network of ensuring credit is granted responsibly. In this case the role of the Respondent was to ensure that consumers have all the prescribed information to decide whether they can afford / wish to approach the Respondent for the purchase of a car;

75.3. The determination of whether a fine should be imposed is not dependent on whether there were consumer complaints or consumer harm

- those are factors taken into account in determining the quantum of a possible fine;

75.4. Similarly whether the Respondent received any profit as a result of its contraventions of the Act is a consideration to take into account for the determination of the amount of the penalty the Tribunal might decide to impose; and

75.5. The Respondent contended that it has been in compliance since 2009 based on the section 56(5)[3] compliance certificate issued by the Regulator at that time. This contention of the Respondent is not borne out by the evidence before the Tribunal disused above. It stands to reason that whether a document says you comply or not, the actual determinant of whether you comply or not, is your actual conduct in the market.

75.6. With regard to the Applicant's assertions that "The Respondent has placed the credit market and the Applicant into disrepute" the Tribunal agrees that to the extent that the NCA and its regulations are intended to protect the integrity and image of the credit market and the Regulator, any contravention of the NCA would place the credit market and the Regulator into disrepute. The degree of such disrepute will depend on various factors, which the Tribunal does not see a need to go into here.

76. This is an instance, for the reasons above, that the imposition of an administrative fine would be an appropriate and just order.

77. In determining the amount of the penalty, Section 151(3) provides that

"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 the contravention;
- (f) the degree to which the respondent has cooperated 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
- (f) whether the respondent has previously been found in contravention of this Act, or the Consumer Protection Act.">

78. The amount of the fine is influenced by the fact that the -

78.1. Contraventions are very serious as set out in paragraph 75.1 above;

78.2. Respondent had previously been issued with a compliance notice in respect of the same contraventions:

78.3. Respondent did not attempt to cooperate with the Regulator and instead; implemented steps to cure the contraventions of the NGA contrary to the steps required / prescribed by the Regulator in the compliance notice. It was only once the Regulator filed the application to compel compliance with its compliance notice that Respondent informed the Regulator, by way of its answering affidavit; of the steps it had taken without consulting with or adhering to the steps the Regulator prescribed;

78.4. Respondent no longer operates as a credit provider and has not been, it appears since August 2014.

ORDER

79. Accordingly, the Tribunal makes the following order:

79.1. The Respondent did engage in prohibited conduct in breach of Section 76 and Regulation 21 of the Act;

79.2. An administrative fine of R 150 000 (one hundred and fifty thousand Rand) is imposed on the Respondent in terms of Section 150(2)(b) of the Act, payable within 90 days of the date of this order; and

79.3. There is no order as to costs.

DATED ON THIS 17th DAY OF DECEMBER 2017

[signed]

Prof B Dumisa

Member

Ms D Terblanche (Presiding Member) and Prof J Maseko (Member & NCT Executive Chairperson) concurring.

[1] "150(c) imposing an administrative fine in terms of section 151, with or without the addition of any other order in terms of this section;"

[2] section 151

(1) "The Tribunal may impose an administrative fine in respect of prohibited or required conduct in terms of this Act, or the Consumer Protection Act, 2008. (2) An administrative fine imposed in terms of this Act, or the Consumer Protection Act, 2008, may not exceed the greater of- (a) 10 per cent of the respondent's annual turnover during the preceding financial year; or (b) R 000 000."

[2] section 151

(1) "The Tribunal may impose an administrative fine in respect of prohibited or required conduct in terms of this Act, or the Consumer Protection Act, 2008.

- (2) An administrative fine imposed in terms of this Act, or the Consumer Protection Act, 2008, may not exceed

the greater of-

- (a) 10 per cent of the respondent's annual turnover during the preceding financial year; or
(b) R 000 000."

[3]

- (5) If the requirements of a compliance notice issued in terms of subsection (1) have been satisfied, the National Credit Regulator must issue a compliance certificate.
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