



COMPETITION TRIBUNAL OF SOUTH AFRICA

Case No: CR066Aug21/SA035May26

In the matter between:

The Competition Commission

Applicant

And

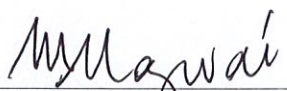
Afroplant (Pty) Ltd

Respondent

Panel	:	M Mazwai (Presiding Member)
	:	I Valodia (Tribunal Member)
	:	A Ndoni (Tribunal Member)
Heard on	:	27 August 2026
Decided on	:	28 August 2026

Order - Settlement Agreement

The Competition Tribunal hereby confirms the Settlement Agreement, annexed hereto, between the Competition Commission and Afroplant (Pty) Ltd, as an Order 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.



Presiding Member
Ms Mondo Mazwai

28 August 2026

Date

Concurring: Prof. Imraan Valodia and Ms Andiswa Ndoni

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

CT Case No: CR068AUG21

CC Case Nos: 2017FEB0056 and 2017NOV0053

In the matter between

COMPETITION COMMISSION

APPLICANT

and

AFROPLANT (PTY) LTD

RESPONDENT

CONSENT AGREEMENT IN TERMS OF SECTION 49D READ WITH SECTIONS 58(1)(a)(iii) AND 58(1)(b) OF THE COMPETITION ACT, NO. 89 OF 1998, AS AMENDED, BETWEEN THE COMPETITION COMMISSION AND AFROPLANT (PTY) LTD, IN RESPECT OF CONTRAVENTION OF SECTION 4(1)(b)(i) OF THE COMPETITION ACT, 1998, AS AMENDED

The Competition Commission and Afroplant (Pty) Ltd 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)(a)(iii) and 58(1)(b) of the Competition Act, No. 89 of 1998, as amended, in respect of contravention 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. **"Afroplant"** means Afroplant (Pty) Ltd, a private company duly registered and incorporated under the laws of South Africa with its principal place of business situated at 5 Torlage Street, New Germany, KwaZulu Natal, 3610.
- 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 business address 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, appointed in terms of section 22 of the Act.
- 1.5. **"Complaint"** means the complaint initiated by the Commissioner in terms of section 49B(1) of the Act under case numbers: **2017Feb0056** and **2017Nov0053**.
- 1.6. **"Consent Agreement"** means this Agreement duly signed and concluded between the Commission and **Afroplant** in full and final settlement of Tribunal Case Number: **CR066Aug21**.
- 1.7. **"Contractors Plant Hire Association" ("CPHA")** means a non-profit company with registration number 2009/021870/08, with its registered address at 366 Kent Avenue, Ferndale, 2194. It is the trade/industry association for the plant hire industry.
- 1.8. **"Parties"** means the Commission and Afroplant.
- 1.9. **"Referral"** means the Commission complaint referral against fifty-four firms (including Afroplant) filed under Competition Tribunal case number: **CR066Aug21**.
- 1.10. **"Respondents"** means fifty-four firms that are cited as respondents (including Afroplant) in the Commission's complaint referral filed under Competition Tribunal case number: **CR066Aug21**.

1.11. **"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 3rd Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.

2. THE COMMISSION'S INVESTIGATION AND FINDINGS

2.1 On 21 February 2017 and 24 November 2017, the Commissioner initiated a complaint in terms of section 49(B)(1) of the Act against **CPHA** and its members (including **Afroplant**), collectively referred to as ("the **Respondents**"). On 22 August 2023, the Commissioner amended the initial complaint. This complaint was investigated under case numbers 2017Feb0056 and 2017Nov0053.

2.2 The allegations against the Respondents are that they agreed and/or engaged in a concerted practice to fix prices and/or trading conditions when renting out plant hire equipment.

2.3 The Commission's investigation of the Complaint found the following:

2.3.1 The Respondents fixed the minimum hourly, daily, weekly and monthly rental rates as well as weekend rental rates charged when renting out plant hire equipment.

2.3.2 The Respondents also agreed to fix the trading conditions for the rental of plant hire equipment such as minimum number of days for hire.

2.4 The Commission concluded that the conduct outlined above amounts to price fixing and/or fixing of trading conditions in contravention of section 4(1)(b)(i) of the Act.

2.5 On 25 August 2021, the Commission referred the matter against the Respondents the Tribunal for adjudication.



3 ADMISSION OF LIABILITY

- 3.1 Afroplant does not admit liability in respect of the prohibited conduct described in paragraph 2 above.

4 COOPERATION

- 4.1 Afroplant will assist the Commission to understand the industry forming the subject of the complaint referral, to the extent that it is able to do so.

5 AGREEMENT REGARDING FUTURE CONDUCT

- 5.1 Afroplant agrees and undertakes to:

- 5.1.1 refrain from engaging in any conduct that may be in contravention of section 4(1)(b) of the Act, and from engaging in any prohibited practice in future;
- 5.1.2 prepare and circulate a statement summarizing the contents of this Settlement Agreement to its employees, managers and directors within 45 (forty-five) days from the date of confirmation of this Settlement Agreement as an order of the Tribunal;
- 5.1.3 develop, implement, and monitor a 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. In particular, such compliance programme should include mechanisms for the identification, prevention, detection and monitoring of any contravention of the Act; and
- 5.1.4 submit a copy of such compliance programme to the Commission within 120 (hundred and sixty) days from the date of confirmation of the Settlement Agreement as an order by the Tribunal.

6 ADMINISTRATIVE PENALTY

- 6.1 Afroplant agrees and undertakes to pay an administrative penalty in the amount of **R14 247.94 (Fourteen Thousand, Two Hundred and Forty-Seven Rands and Ninety-Four cents only)**. This amount does not exceed 10% of Afroplant's affected turnover for February 2025 financial year.
- 6.2 Afroplant will pay the amount of administrative penalty set out in paragraph 6.1 above to the Commission within 30 days from the date of the confirmation of this Consent Agreement as an order of the Tribunal.
- 6.3 The payments 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:	2017Feb0056/ Afroplant

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

7 MONITORING

- 7.1 All reports and proof of payment in relation to the conditions set out in this agreement, including but not limited to Compliance Programmes, Statement to employees, Proof of Payments etc. shall be submitted to the Commission at CartelSettlements@compcom.co.za.

8 FULL AND FINAL SETTLEMENT

- 8.1 This Consent Agreement, upon confirmation as an order of the Tribunal, is

entered into in full and final settlement and concludes all proceedings between the Commission and Afroplant relating to the conduct that comprises the Commission's investigation under Case Numbers. **2017Feb0056** and **2017Nov0053**. Upon confirmation as an order of the Tribunal, no further action will be brought by the Commission against Afroplant with respect to the conduct that is the subject of the Commission's complaint referral under Tribunal case number: **CR066Aug21**.

For Afroplant (Pty) Ltd

Dated and signed at KLOOF on the 5 day of FEBRUARY 2026.

DOUGLAS STEWART LITTLE
Name in Full: D.S. Little
Designation: Director

For the Commission

Dated and signed at Pretoria on the 25th day of May 2026.

Doris Tshepo
Doris Tshepo
Commissioner

D.S. Little