



COMPETITION TRIBUNAL OF SOUTH AFRICA

Case No: CR066Aug21/SA041Jun26

In the matter between:

The Competition Commission

Applicant

And

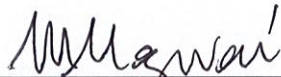
Johnson Crane Hire (Pty) Ltd

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 Johnson Crane Hire (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: CR066AUG21

CC Case Nos: 2017FEB0056 and 2017NOV0053

In the matter between

COMPETITION COMMISSION

APPLICANT

and

JOHNSON CRANE HIRE (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 JOHNSON
CRANE HIRE (PTY) LTD, IN RESPECT OF CONTRAVENTION OF SECTION
4(1)(b)(i) OF THE COMPETITION ACT, 1998, AS AMENDED

The Competition Commission and Johnson Crane Hire (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 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 business address at 1st Floor, Mulayo Building (Block C), the DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, Gauteng.
- 1.3. **"Commissioner"** means the Commissioner of the Competition Commission, appointed in terms of section 22 of the Act.
- 1.4. **"Complaint"** means the complaint initiated by the Commissioner in terms of section 49B(1) of the Act under case numbers: **2017Feb0056** and **2017Nov0053**.
- 1.5. **"Consent Agreement"** means this Agreement duly signed and concluded between the Commission and Johnson Crane Hire in full and final settlement of Tribunal Case Number: **CR066Aug21**.
- 1.6. **"Contractors Plant Hire Association" ("CPHA")** means a non-profit company

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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.

1.7. **"Johnson Crane Hire"** means Johnson Crane Hire (Pty) Ltd, a private company duly registered and incorporated under the laws of South Africa with its principal place of business situated at 1 Mountjoy Street, Wilbart, Germiston, Gauteng.

1.8. **"Parties"** means the Commission and Johnson Crane Hire.

1.9. **"Referral"** means the Commission complaint referral against fifty-four firms (including Johnson Crane Hire) filed under Competition Tribunal case number: **CR066Aug21**.

1.10. **"Respondents"** means fifty-four firms that are cited as respondents (including Johnson Crane Hire) 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 **Johnson Crane Hire**), 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 has found 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 (the **2021 Referral**).



- 2.6. The 2021 Referral was amended on or about June 2023 (the **Amended Complaint Referral**). It cited Johnson Crane Hire as a respondent.

3. **ADMISSION OF LIABILITY**

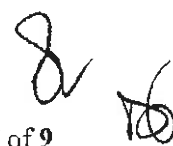
- 3.1. Johnson Crane Hire does not admit liability in respect of the prohibited conduct described in paragraph 2 above.

4. **COOPERATION**

- 4.1. Johnson Crane Hire agrees to cooperate with the Commission in its prosecution of the remaining respondents in the Commission's Amended Complaint Referral, to the extent that it is able to do so, which includes:

4.1.1 To the extent that it is in existence, the provision of evidence, written or otherwise, which is in the possession of Johnson Crane Hire or under Johnson Crane Hire's control, concerning the alleged prohibited practices set out in this Consent Agreement.

4.1.2 Testifying under oath during the hearing of the Amended Complaint Referral, in respect of the prohibited practices set out in this Consent Agreement.

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5. AGREEMENT REGARDING FUTURE CONDUCT

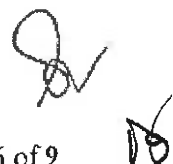
5.1. Johnson Crane Hire agrees and undertakes to:

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 60 (sixty) days from the date of confirmation of the Settlement Agreement as an order by the Tribunal.

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6. ADMINISTRATIVE PENALTY

6.1. Johnson Crane Hire agrees and undertakes to settle in the amount of R2,275,322-00 (**Two Million, Two Hundred and Seventy-Five Thousand, Three Hundred and Twenty-Two Rands**). This amount does not exceed 10% of Johnson Crane Hire's affected turnover for year ended June 2022.

6.2. Johnson Crane Hire undertakes to pay the amount of administrative penalty set out in paragraph 6.1 above to the Commission in 4 (four) equal instalments, with the first instalment being payable 30 days from date of the confirmation of this Consent Agreement as an order of the Tribunal and the remaining instalment being payable on the last day of each subsequent month.

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 Penalties Account
Account number	:	4087641778
Account type	:	Current Account
Branch Code	:	632005
Reference	:	2017Feb0056/Johnson Crane Hire

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

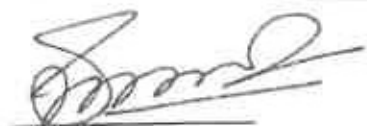
7.1. All reports and proof of payments in relation to the conditions set out in this agreement, including but not limited to Compliance Programmes, Statement to employees, Proof of Payments etc. shall be submitted to the Commission at CartelSettlements@compcom.co.za.

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 Johnson Crane Hire 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 Johnson Crane Hire with respect to the conduct that is the subject of the Commission's complaint referral under Tribunal case number: **CR066Aug21**.

For Johnson Crane Hire (Pty) Ltd

Dated and signed at Wilbart, Germiston on the 13 day of January 2025.

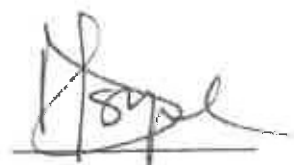


Name in Full: L. Sengathane

Designation: Director

For the Commission

Dated and signed at Pretoria on the 11th day of March 2026 ~~2025~~.



Doris Tshepe

Commissioner