

BEFORE THE COMPLAINTS AND COMPLIANCE COMMITTEE

Date of the hearing: 07 March 2013

Case No: 63/2012

In the matter between:

**THE INDEPENDENT COMMUNICATIONS AUTHORITY
OF SOUTH AFRICA**

Complainant

and

MASSMART HOLDINGS LIMITED

Respondent

JUDGMENT

JW Tutani

- [1] The Complainant is the Independent Communications Authority of South Africa (ICASA), a juristic person established in terms of section 3 of the Independent Communications Authority of South Africa Act, No 13 of 2000 (the ICASA Act). According to the three charge sheets, however, the Complainant is Mr T Lekganyane but we will deal with this aspect later in the judgment.
- [2] The Respondent is Massmart Holdings, a company with limited liability with its registered offices at 16 Peltier Drive, Sunnighill, Extension 6, Gauteng. The licensee is Massdiscounters, a division of Massmart Holdings Limited, trading as Makro and Game respectively.
- [3] The Complainant brought three charges against the Respondent which are summarised as follows:
 - 3.1 The first charge is that on 23 December 2008, Massdiscounters, trading as Makro, was supplying, selling or offering for sale electronic

communications equipment, using radio frequency spectrum at the Mass Discounting Group without the necessary labels being attached to the equipment or the containers in which the equipment was supplied, offered for sale or selling them. In elaboration, the charge sheet says this constitutes a contravention of section 35(1) of the Electronic Communications Act (the ECA).

- 3.2 In the second charge, it is alleged that on 11 December 2008, Massdiscounters, trading as Makro, was supplying, selling or offering for sale electronic communications equipment (radio remote controlled cars) using radio frequency spectrum at the Mass Discounting Group without the necessary labels being attached to the equipment or the containers in which the equipment was supplied, offered for sale or selling them. According to the charge sheet, this constitutes a contravention of section 35(1) of the ECA.
- 3.3 The third charge is that on 17 December 2008, Massdiscounters, trading as Makro, was supplying, selling or offering for sale electronic communications equipment (radio remote controlled cars) using radio frequency spectrum at the Mass Discounting Group without the necessary labels being attached to the equipment or the containers in which the equipment was supplied, offered for sale or selling them. This constitutes a contravention of section 35(1) of the ECA.
- [4] The relevant section on which Mr Lekganyane relied in preferring charges against the Respondent states that no person may use, supply, sell, offer for sale or lease or hire any type of electronic communications equipment or electronic communications facility, including radio apparatus, used or to be used in connection with the provision of electronic communications, unless such equipment, electronic communications facility or radio apparatus has, subject to subsection (2), been approved by the Authority.¹
- [5] On the other hand, the regulations which Respondent allegedly contravened stipulate that all type-approved telecommunications equipment, facility or radio apparatus shall have a legible label

¹ Section 35(1) of the Electronic Communications Act No 36 of 2005

permanently affixed to the outside of such equipment, facility or radio apparatus bearing the ICASA logo and the ICASA issued licence number. The container in which the equipment, facility or radio apparatus is supplied shall bear a similar label.²

[6] In all the above instances, the equipment belonging to the Respondent was seized by Mr Lekganyane and his team after obtaining a search warrant. During the hearing, Mr Lekganyane confirmed that the seized equipment was still in ICASA's possession - five years after it was confiscated. It is common knowledge that technology becomes obsolete quickly and we believe that the seized equipment suffered the same fate.

[7] Before dealing with the merits of this case, we deemed it germane to comment on the following anomalies:

7.1 Mr Lekganyane was the investigating officer, the prosecutor and a witness. He is an inspector in the employ of ICASA but no evidence was placed before the CCC indicating that he has any legal training. Further, no assistance was forthcoming from the Legal Division to lend a helping hand to him, considering that the allegations the CCC had to grapple with concerned violations of legislation and regulations. Further, the playing fields were not equal in that Mr Lekganyane was pitted against Ms Von Klemperer, a qualified attorney;

7.2 The need to engage the ICASA legal team became more pronounced when Mr Lekganyane sought to rely on the provisions of the Consumer Protection Act, to prove his case against the Respondent. The CCC promptly challenged him on this, reminding him that the relevant legislation that guided the CCC was the ECA;

7.3 The charge sheets are badly drafted but for some reason, Ms Von Klemperer did not object. Perhaps Ms Von Klemperer did not object simply because she acknowledged her client's wrong-doing and that she was trying to strike a deal with Mr Lekganyane. This shows the danger of by-passing the Legal Department as another lawyer may decide to object

² Regulation 3 of the Regulations In Respect of Labelling of Telecommunications Equipment

to a badly-drafted charge sheet with the result that the CCC would probably have no option but to dismiss the case.

- 7.4 In the charge sheets, Mr Lekganyane appears as the Complainant. This is incorrect as the Complainant is, in fact, ICASA. Mr Lekganyane is an employee of ICASA and is arrogating to himself ICASA's statutory powers as laid out in the ICASA Act;
- 7.5 The Complaints and Compliance Committee (the CCC) is referred to as the standing committee in the charge sheets and this is wrong. In terms of section 17 of the ICASA Act, one or more standing committees **may** be established at the discretion of the Council and one or more councillors or any staff member must be designated by the Council to serve on a standing committee. Significantly, the language employed in section 17 regarding the appointment of staff and councillors is peremptory. On the other hand, no member of staff may be appointed to the CCC and only one councillor is assigned to it;
- 7.6 In terms of section 17A, the Authority is obliged to establish the CCC. It has no discretion in the matter. The CCC has specific, specialised functions which are totally different from those of a standing committee. To refer to the CCC as a standing committee therefore is out of order and is misleading;
- 7.7 In all three charge sheets, the licensee has been described as Massdicounters. However, in the correspondence between the CCC Co-ordinator and the Respondent's legal representatives, it appears that the correct name is Massdiscounters and we have accordingly accepted it as such;
- 7.8 The quality of the record of the proceedings leaves much to be desired. This is a serious risk as it poses a potential challenge to the authenticity of the record. When reading the transcript, you are left with no doubt that nobody went through it to check its accuracy. For example, the word "where" is used when the correct word should have been "were," and this distorts the meaning of an entire sentence;

- 7.9 Some pages are not broken down into paragraphs and this makes it difficult for the eyes to read. At the end of the transcript, there is no certification by a senior official of the company that did the recording, authenticating the correctness of the transcript; and
- 7.10 In short, the transcript is shoddily written and it is not a pleasure to read. These failings should be taken up with the recording company as a matter of urgency before they can be allowed to participate in the hearings which are scheduled to take place in June.

The merits

- [8] Briefly stated, the Complainant's case was that in December 2008, they raided certain branches of the Respondent which were trading under Makro and Game. Two of these branches were at Centurion and the other was in Johannesburg. He said they found a couple of "communications equipment" that did not have any labelling on them.
- [9] Mr Lekganyane testified that most of the equipment that was not labelled was supposed to be type-approved by ICASA. The equipment was supposed to be tested in accordance with ICASA standards, looking into the electronic compatibility dimension, safety and the radio frequency that the equipment in question was operating in.
- [10] He said these standards applied across the board, whether the equipment operated within the licensed frequency bands or licence-exempted bands. The whole process had to be done, whether the equipment would be connected to the network or was customer-based.
- [11] All the equipment that was seized was not exempted in terms of the type-approval process. He said because the equipment was not exempted, it had to be type-approved.
- [12] Armed with a search warrant, Mr Lekganyane and his team seized the equipment and brought it to ICASA where it is kept.
- [13] M Lekganyane and his team met with Respondent in 2009 and discussed "the whole process." However, because of other challenges at ICASA,

over which they had no control, they could not resolve anything at the time.

- [14] They met again when they advised Respondent on how to deal with their suppliers who wanted to sell them equipment but did not want to go through the type-approval process.
- [15] In a nutshell, out of the whole engagement with the Respondent, the parties came to the conclusion that Respondent was non-compliant and that the matter would be taken to the CCC for a formal hearing.
- [16] The parties agreed to a settlement of R100 000 subject to Council's approval. In terms of the said proposed agreement, the sum of R 40 000 is payable within 14 days after Council approval and the balance of R60 000 would be suspended for a period of two years on condition that Respondent was not found guilty of similar offences during the aforesaid period of two years.
- [17] Responding to a question from the CCC as to how they arrived at the settlement, Mr Lekganyane pointed out that all the three stores were the divisions of the Respondent. He said if only one store was involved, they would have proceeded against each individually.
- [18] The Respondent was co-operative and undertook to make good what was wrong. Respondent removed all the products that were non-compliant and held discussions with their suppliers. Respondent did not want to sell products that were not in line with the laws of the country.
- [19] Mr Lekganyane undertook to return the equipment that was type-approved, because, as he put it, there were still other retailers that were going to appear before the CCC who were also selling equipment that was non-compliant.
- [20] He pointed out that the equipment that was seized was still in the storeroom at ICASA. One of the reasons for the delay in bringing this matter before the CCC was uncertainty about who was authorised to seize the goods. This was a "grey area" for the Enforcement Department as they had never escalated matters of this nature to the CCC before. Mr Lekganyane pointed out that in the past, they used to go and inspect the

equipment in the storeroom without referring the transgression to the CCC.

- [21] He also attributed the delay to the Chairperson's non-availability in the past. He said if the Chairperson was not available, there would be no hearing. There were also backlogs not only from the regions but also from other departments.
- [22] When he referred a case to the CCC in 2010, they were taken to Court on the grounds that they did not have the power to confiscate the equipment. The Court handed down its decision only late in 2010 or early in 2011. Mr Lekganyane's right as an inspector to refer cases directly to the CCC was disputed within ICASA. It was argued that he had to refer his cases to the Legal Department and this became a major problem that took a long of time to resolve.
- [23] Inspectors did not know how far they could go when they wanted to refer cases to the CCC. In addition, they did not really understand the procedures in terms of their powers under section 17G of the ICASA Act.
- [24] Mr Lekganyane and his team concluded that once they "understood the whole matter," there was no need to ask another person to represent them before the CCC. He said being conversant with the contents of a matter, including the facts and how the process had to unfold, was enough. According to him, this was the reason why they could refer about eighteen cases to the CCC since June last year.
- [25] Having painted this rather bleak picture regarding the reasons for the delay in referring this case to the CCC, Mr Lekganyane gave an undertaking that they will move fast in future. However, he did not take the CCC into his confidence as to how this will be achieved.
- [26] Ms Von Klemperer confirmed what had been said by Mr Lekganyane but hastened to say that as far as her client was concerned, maybe keeping their equipment for five years was not ideal but that gave them a real opportunity to develop their processes and procedures to ensure that incidents of this nature did not happen again.

- [27] She said a good relationship had developed between Respondent and ICASA. When in doubt about anything, they were able to approach ICASA and got guidance. She said Mr Lekganyane devoted his time training internal buyers and they took this opportunity seriously. She said they were concerned about contraventions of the law and did not want that to happen again in any of their businesses. Regarding the proposed settlement, Ms Von Klemperer confirmed that they were *ad idem* with Mr Lekganyane and that the proposed settlement was a true reflection of what they had agreed on.
- [28] After studying the draft settlement, members of the CCC asked the parties to incorporate certain clauses which were intended to, *inter alia*, ensure compliance with the ECA and the Regulations as well as protect the consumers. These clauses have indeed been included in the proposed settlement which is attached hereto as Exhibit 1.
- [29] At this stage it is important to note the following:
- 29.1 After Mr Lekganyane had explained how Respondent had contravened the ECA and the Regulations, Ms Von Klemperer submitted that there has been a good dialogue between Respondent and ICASA and that ICASA gave them an opportunity to develop processes and procedures to ensure that they did not “have an incident like this again.” She did not deny the allegations against her client;
 - 29.2 She said they were very concerned about contraventions of the law and did not want that to happen in their businesses;
 - 29.3 In clause 3.3 of the proposed settlement, Respondent agrees that the suspended portion of the penalty will be payable in the event that there is a further contravention of the ECA and the Regulations;
 - 29.4 In clause 4 of the proposed settlement, Respondent undertakes to take all the necessary measures to ensure that there is no contravention by it of the Regulations in future.
- [30] As a result of Mr Lekganyane’s testimony which was not challenged by Ms Von Klemperer and, also, taking into account the contents of clauses 3.3

and 4 of the proposed settlement, we are satisfied that Respondent indeed contravened the ECA and the Regulations.

- [31] Significantly, during the discussion of the proposed settlement, Mr Lekganyane, reading from his draft said Respondent undertakes to launch an awareness campaign for consumers in terms of the Consumer Protection Act. This is patently wrong and this underpins our view that the inspectorate must collaborate extensively with the Legal Department otherwise situations more embarrassing than this one will continue to crop up. These situations can even be fatal to ICASA's case with concomitant frustration to both ICASA and Mr Lekganyane.
- [32] Mr Lekganyane may not appreciate the dangers inherent in their current practice of excluding the legal team, especially when a respondent is represented by a trained lawyer. He could have a water-tight case to which a lawyer objects on technical grounds. As a layman, he will not be able to respond to the objection and the case could be dismissed.
- [33] The challenge which we have picked up, in this case in particular matter, is that people tend to think that understanding the law is common sense. Such a belief is a travesty of justice because, in the course of a layman appearing on behalf of another person, he will fumble up to the point where he actually builds up a case against the very persona whose interests he is supposed to protect.
- [34] Co-operation between Mr Lekganyane and the Respondent is highly appreciated. According to Mr Badenhorst who gave evidence on behalf of the Respondent, Mr Lekganyane was very helpful. He said Mr Lekganyane assisted them in providing training to his staff. These sentiments were corroborated by Ms Von Klemperer.
- [35] Mr Lekganyane is to be commended for his endeavours in ensuring that the industry understands ICASA's legal requirements and that generally, the ICT sector remains at all times compliant.
- [36] Through their co-operation, the parties did not waste the time of the CCC. They were able to broker a settlement with terms that were not as onerous to the Respondent. Ms Von Klemperer made concessions even

in circumstances that were not favourable to the Respondent. The CCC gained the distinct impression that indeed, Ms Von Klemperer was genuine when she said they were very concerned about contraventions of the law and did not want it to happen to their businesses as a whole. She saw their engagement with Mr Lekganyane as an opportunity to learn and as a result of which they were able to put procedures and processes in place to ensure that no contraventions take place in future.

- [37] The CCC is required to recommend to the Authority what action should be taken against a licensee, if any.³ When making a decision, the Authority is obliged to take all relevant matters into account.⁴ These include the recommendations of the Complaints and Compliance Committee; the nature and gravity of non-compliance; the consequences of non-compliance; the circumstances under which non-compliance occurred; the steps taken by the licensee to remedy the non-compliance; and the steps taken by the licensee to ensure that similar complaints will not be lodged in future.
- [38] In justifying the penalty of R100 000, Mr Lekganyane cited the co-operation they got from the Respondent and the latter's commitment to address the violations. No evidence was led to show the nature and gravity of non-compliance as well as the consequences of non-compliance. No effort was made to indicate to the CCC the circumstances under which non-compliance occurred.
- [39] A laudable explanation was given regarding the steps taken by the Respondent to remedy non-compliance. This included providing training to staff, launching awareness campaigns and creating posters for the benefit of consumers as well as educating them about their rights. Failure to address contraventions was a reputational risk which should be avoided. There is an arrangement between Respondent and Mr Lekganyane on how he would assist them with training.
- [40] The CCC found it strange that Mr Lekganyane did not attempt to lead any evidence to show the nature and gravity of non-compliance. This

³ Section 17D(2) of the ICASA Act, No 13 of 2000

⁴ Section 17E(1) of the ICASA Act, No 13 of 2000

was particularly so in view of the fact that Mr Lekganyane said he had a number of licensees hauled or to be hauled before the CCC for similar transgressions. Leading evidence on the gravity of non-compliance gives the CCC ammunition for determining an appropriate penalty. A heavy penalty where there is aggravation would send a strong message to would-be offenders on how seriously the Authority regarded non-compliance.

- [41] The fact that Respondent co-operated to the hilt did not preclude Mr Lekganyane from placing all available evidence before the CCC, including aggravating circumstances where they existed. It is for the CCC to strike a balance in its assessment of the evidence in determining an appropriate sanction to be recommended to the Authority.
- [42] Mr Lekganyane did not say anything about the consequences of non-compliance and this the CCC finds unacceptable. This requirement was enacted for a reason by the legislature and Mr Lekganyane was bound legally to place on record the consequences of non-compliance. Laying bare the consequences of non-compliance in a hearing would serve as a deterrent to recalcitrant licensees.
- [43] Mr Lekganyane should have placed before the CCC evidence regarding the circumstances under which non-compliance occurred. Indeed, the CCC was told how Respondent co-operated with Mr Lekganyane and the commitment they made to ensure that there was no recurrence. No evidence regarding the circumstances in which the contraventions took place was presented to the CCC. Perhaps those circumstances, had they been presented, would have shown mitigation or even aggravation.
- [44] It should be emphasised that the CCC does not assist parties to bolster their cases. Parties may be represented by legal representatives as they see fit, but the CCC is in no position to force a party to secure the services of a lawyer. If a party chooses to appear on his own, then he stands and falls on the evidence he has adduced. The CCC will not rescue him by telling him what evidence to lead or which witnesses to call.
- [45] Despite a lack of evidence on the aspects raised above, the CCC accepted the proposed settlement and recommends that it be accepted by

Council. We considered that Respondent was represented by Ms Von Klemperer who is a qualified attorney. If there were any issues or if she had any objection to the draft proposal, she would have addressed the CCC in that regard. If anything, she concurred with what had been said by Mr Lekganyane. We also took into account that Respondent has been deprived of its merchandise for a period of five years due to no fault of theirs.

- [46] In the settlement proposal, Ms Von Klemperer concedes that Respondent contravened the Electronic Communications Act read with the Regulations In Respect Of Labelling of Telecommunications Equipment and the CCC welcomed the concession. The Respondent undertook to take all the necessary measures to ensure that there is no contravention in future. For further elucidation, Council is respectfully referred to Exhibit 1.
- [47] Mr Lekganyane testified that seizure of the equipment was a “really grey area” for the Enforcement Department. He said at that time, the regions had never escalated matters of this nature to the CCC. He said they used to go and inspect the equipment being kept in the storeroom, without referring it to the CCC.
- [48] He said when he referred a matter to the CCC, his authority to do so was challenged internally, within ICASA. He said this became a major problem as some people believed that he had to go through the Legal Department. He said it took a long time to address this issue.
- [49] The law in the above respects is very clear and it is cause for concern that both Mr Lekganyane and ICASA did not know what the inspectors may or may not do. Armed with a warrant, an inspector may seize for further examination or safe custody any document or thing which has a bearing on the alleged non-compliance.⁵ We find it disturbing therefore that the Enforcement Department or any other person within ICASA should find the inspectors’ power of seizure a “really grey” area.

⁵ Section 17G(g) of the ICASA Act No 13 of 2000

- [50] Although Ms Von Klemperer said keeping her client's equipment for five years offered them an opportunity to make things right to ensure compliance, we are of the opinion that five years is a very long time. The ICASA Act provides for seizure for further examination or safe custody and it cannot be said that Mr Lekganyane had to keep the equipment for five years in order to carry out his statutory duties.
- [51] An inspector is required to refer non-compliance matters to the CCC for consideration where he determines that a licensee has not complied with the terms and conditions of its licence, the provisions of the ICASA Act or the underlying statutes.⁶ Mr Lekganyane is not only entitled to refer matters to the CCC, but he is legally bound to do so. He has no discretion in the matter. Rather than being guided by his colleagues regarding what powers he has under the ICASA Act, Mr Lekganyane should always seek refuge from ICASA's Legal Department, which, we do not doubt, will always be ready to come to his aid.
- [52] The CCC has the power to request an inspector to appear before it, should the CCC deem it necessary to do so.⁷ What this means is that, as the investigating officer, an inspector should be fully conversant with any matter that he has referred to the CCC and be prepared to testify, should his presence be required. There will be instances where the CCC will seek clarity on an issue which is peculiarly within his knowledge. Even if there are other witnesses, he must always be prepared to avail himself if so requested, as his evidence will always be crucial in a matter that he has investigated.
- [53] Mr Lekganyane lacked the skill and capability to steer his evidence decisively in a way that enhanced his case, especially when responding to questions from the CCC. He brought up a lot of irrelevant testimony and was unnecessarily long in instances which needed a brief explanation.
- [54] Mr Lekganyane cannot be blamed for his demeanour. He is a layman who does not fully appreciate how to conduct himself in a hearing. Although

⁶ Section 17F(5)(d) of the ICASA Act No 13 of 2000

⁷ Section 17F(5)(f) of the ICASA Act No 13 of 2000

he knew what had happened, from the time of the investigation up to the time of the hearing, he did not know how to package his story plausibly. This is another illustration of the need for the inspectorate to collaborate with the Legal Department. A legally trained person knows how to package evidence and present only those parts which are relevant.

[55] In conclusion we make the following recommendations:

55.1 Council should accept our recommendation as per Exhibit 1, annexed hereto;

55.2 Council should ensure that there is collaboration between the Legal Department and the inspectorate in all matters that are destined for the CCC. Under no circumstances may a layperson, including Mr Lekganyane appear on behalf of ICASA and lead evidence before the CCC otherwise ICASA will lose cases which it should have won;

55.3 Council should sensitise the inspectors and other relevant role players of the need to return the equipment that has been seized from offending licensees as soon as possible after confiscation. The Authority faces the risk of being sued if the seized equipment becomes obsolete because it has been kept for longer than is reasonably necessary - in this instance, whopping five years!

55.4 The CCC is required to submit its finding and recommendations to the Authority together with the record of the proceedings to enable it to make a decision regarding what action to take.⁸ As pointed out above, the quality of the transcript is very poor and some sentences do not make sense. We accordingly recommend that the Authority take this up with the recording company as soon as possible before the June hearings.

55.5 The recording company needs to know that recording proceedings is not a nice to do. It is a statutory requirement. The Authority's and the CCC's expectations should be made clear to them. If they can't meet the

⁸ Section 17E(3) of the ICASA Act No 13 of 2000

required standard, we recommend that the Authority should look elsewhere for assistance.

Dated at Bryanston this 22nd of May 2013.

JW Tutani

Chairperson of the CCC

The above judgment was agreed to by Councillor Pillay, Mr Tlokana and Mr Ntukwana

**BEFORE THE COMPLAINTS AND COMPLIANCE COMMITTEE OF THE
INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA**

IN THE COMPLAINT:

**INDEPENDENT COMMUNICATIONS AUTHORITY OF SA
(ICASA)**

Complainant

MASSMART HOLDINGS LIMITED

Respondent

SETTLEMENT PROPOSAL

- 1 The Complainant and the Respondent hereby indicate their willingness to settle the complaint contained in the 3 charge sheets against the Respondent dated 23 JULY 2012 on the following terms subject to the approval of the ICASA Council:
- 2 The complaint is in regards to the Electronic Communications Act (ECA) no. 36 of 2005, section 35 (1), read with the Regulations in respect of labelling of telecommunications equipment, Government Gazette no. 23212, regulations 3 and 4;
- 3 A penalty of R100 000 will be paid by the Respondent to ICASA on the following terms:
 - 3.1 R40 000 will be paid within 14 days after the approval of this settlement by the ICASA Council;
 - 3.2 The remaining R60 000 will be suspended for a period of two years from the date of approval of this settlement by the ICASA Council;

SETTLEMENT PROPOSAL

m/sj

[Signature]

3.3 The aforesaid amount of R60 000 will be payable in the event that there is a further contravention by the Respondent of the ECA read with Regulations in respect of Labelling of Telecommunications Equipment (the "Labelling Regulations") within such two year period;

4 The Respondent will take all necessary measures to ensure that there is no contravention by it of the aforesaid Regulations in respect of Labelling of Telecommunications Equipment in the future;

5 The respondent is presently providing training to their buyers and staff in all their shops in terms of type approval of equipment and labelling. The Respondent undertakes to provide training on an on-going basis for their buyers and staff;

6 The Respondent undertakes to have an awareness campaign for consumers regarding ICASA's type approval requirements in respect of the ECA and labelling regulations.

6.1 This will be done in cooperation with ICASA;

6.2 Any such campaign materials are to be located at points of display and points of sale;

7 The electronic communications equipment that have been seized by the ICASA Johannesburg and Pretoria regional offices will be returned to the Respondent immediately upon approval of this settlement by the ICASA Council and payment of the R40 000 penalty.



On behalf of ICASA Johannesburg Region

Name: M. J. T. Lekgawane

Designation: Regional Manager

Signature: [Signature]

Date: 7/03/2013

Who warrants that he/she is duly authorised hereto

On behalf of Massmart Holdings Limited

Name: Sanet Jacobs Badenhorst

Designation: Group Risk Manager

Signature: [Signature]

Date: 7/3/2013

Who warrants that he/she is duly authorised hereto