



The Independent Communications Authority of South Africa  
Block B  
Eco-Point Office Park  
350 Witch-Hazel Drive  
Centurion

For the attention of Esther Gopane

Herbert Smith Freehills South Africa LLP  
Rosebank Towers - 4th Floor  
15 Biermann Avenue  
Rosebank  
Johannesburg, 2196  
South Africa  
T +27 (0) 10 500 2600  
F +27 (0) 11 327 6230  
D +27 (0) 10 500 2679  
E Nick.Altini@hsf.com@hsf.com  
www.herbertsmithfreehills.com

Our ref  
N. Altini/L. Morapi  
Your ref

Date  
29 November 2019

By email

Dear Sirs

**Submissions and Representations in respect of the Draft Unreserved Postal Service Regulations, 2010 published by the Independent Communications Authority of South Africa under Notice 1225 of GGN 42725 of 27 September 2019**

1. We refer to the draft Unreserved Postal Services Regulations ("**Draft Regulations**") published by the Independent Communications Authority of South Africa ("**Authority**") under Notice 1225 of GGN 42725 of 27 September 2019. In the Government Gazette Notice, the Authority invited written representations by interested parties by no later than 29 November 2019.
2. We are instructed by the South African Express Parcel Association ("**SAEPA**") to submit these written representations on its behalf. The representations set out in this letter represent the representations of SAEPA in its own right with the collective input and support of its constituent members. However, no representations made in this letter should be taken to be made to the prejudice of the rights of SAEPA's individual members to make representations to the Authority in their individual stead.
3. SAEPA is an industry organisation with a membership of more than over 100 members, which are active in the express freight, courier and parcel delivery market. SAEPA's membership includes large multinational operators as well as local operators of varying sizes throughout the express freight and parcel delivery supply chain. Accordingly, SAEPA's membership is comprised of firms which provide unreserved postal services and accordingly have a material interest in the regulation of unreserved postal services.
4. SAEPA was constituted by its members to advance the interests of the express freight, courier and parcel delivery industry in South Africa for the benefit of consumers, service providers, regulators and the South African economy at large. SAEPA has indeed had various recent engagements with the Authority in relation to the postal services industry in general and in particular, the unreserved postal service. SAEPA, along with certain of its members in their individual right, participated in the Authority's inquiry into unreserved postal

Herbert Smith Freehills South Africa LLP and Herbert Smith Freehills, an Australian Partnership, are separate member firms of the international legal practice known as Herbert Smith Freehills.

Herbert Smith Freehills South Africa LLP is a limited liability partnership registered in England and Wales with registered number OC402561. We use the word partner of Herbert Smith Freehills South Africa LLP to refer to a member of Herbert Smith Freehills South Africa LLP, or an employee or consultant with equivalent standing and qualifications.



services which commenced during September 2018 ("**Inquiry**"), which we understand was the catalyst for the Draft Regulations.

5. Given SAEPA's position and experience as a strong representative voice in the unreserved postal service, as well as its history of cooperation with the Authority, we trust that these representations will be given adequate consideration by the Authority.

## BACKGROUND

6. While this is not expressly recorded from the Notice, we understand that the Draft Regulations have been published by the Authority pursuant to the Authority's inquiry into unreserved postal services which commenced during September 2018 ("**Inquiry**"), and culminated in the Authority's position paper on unreserved postal services which was published on 22 March 2019 ("**Position Paper**"). In terms of the notice of intention to conduct the Inquiry, the purpose of the Inquiry was "...to evaluate the effectiveness of the current [Regulations]... primarily focusing on regulatory challenges that affect the unreserved postal sector..."
7. The Authority subsequently published its conclusions in the Position Paper, in which it concluded inter alia, that:  
*"The registration process is inadequate for regulation of the sector;  
Fees payable are not applicable to the current environment; and  
The duration of the registration certificate is inadequate."*
8. The Authority therefore resolved to review the existing unreserved postal service regulations. We record our client's comments to the Draft Regulations below.

## PRELIMINARY SUBMISSION

9. As our client pointed out in its submissions to the Authority within the context of the Inquiry, the biggest regulatory hurdle to unreserved postal service providers, and consequently to the Authority's ability to regulate and liberalise the industry, is the long standing regulatory ambiguity in respect of what precisely constitutes the reserved and unreserved postal services envisaged by the Postal Services Act 24 of 1998 ("**PSA**"). Our client stands by its prior submissions to the Authority and notes indeed that the concern in respect of the lack of regulatory certainty was echoed by most, if not all of the interested parties that made submissions to the Authority in the inquiry, including the South African Post Office SOC Limited ("**SAPO**").<sup>1</sup>
10. Indeed, the Authority found that "... all submissions are of the view that the definition for unreserved postal services is limiting for current operations in the unreserved area..."<sup>2</sup> While the Authority resolved to apply the definition of the reserved and unreserved postal services in its current format, it also undertook to "...engage and recommend to the Ministry to address any changes that may result from the Bill being made law." The bill in reference is the Postal Services Amendment Bill (last version B45-2018), which has since lapsed.

---

<sup>1</sup> See the Position Paper, para 4.1.6 in which SAPO submits *inter alia* that "... the perennial tension between unreserved and reserved markets in the postal sector does not lead to stability... Regulation needs to be clearer with respect to these markets and consideration needs to be given to the possibility of a single market."

<sup>2</sup> Position Paper, supra note 1 para 4.3.11.1.



11. While the Authority has not indicated the tenor of its specific engagements with the Ministry in respect of this issue, our client respectfully submits that any tenable amendments will have to use the below delineation of reserved and unreserved postal services as a starting position. Our client also respectfully submits that a regulatory regime that seeks to regulate to regulate postal services and express parcel (or courier) services is inappropriate and is in fact the cause of a lot of the regulatory ambiguity. For example, postal services originate and are governed by the Universal Postal Union, while express parcel services are defined and originate from separate international agreements (discussed below). It is respectfully submitted therefore, that the current regulatory instruments, aimed primarily at regulating postal services, are not suitable for express parcel services.
12. Accordingly, the Authority's engagements with the Ministry must, in our client's view, support a regulatory delineation that reserves for the reserved postal service licensee the exclusive right to convey or transmit postal articles irrespective of their weight and size dimensions insofar as the postal article is sent and is to be delivered by the postal operator, by post. In other words, the reserved postal service licensee would have the exclusive right to convey postal articles that bear a stamp, have been deposited in a roadside collection box and are to be conveyed through the national post infrastructure. This delineation would of course restrict the ability of any person other than the reserved postal service licensee from establishing and operating a competing post to ensure that the reserved postal service operator does not face any competition in the provision of the reserved postal service.
13. Unreserved postal services would therefore consist of the conveyance of all postal articles, irrespective of weight and size dimensions, by means other than post. This would be the case where customers choose to convey their letters or parcels by means which do not involve (i) affixing a postage stamp to the item, or (ii) conveyance by the national postal infrastructure.
14. As previously submitted to the Authority, this delineation would not only bring certainty to the legal position and reflect market reality, but would also bring the South African position in line with international agreements<sup>3</sup> and indeed South African constitutional requirements<sup>4</sup> and jurisprudence.<sup>5</sup> For example:
  - 14.1 the UNCPC defines postal services for parcels as "*services consisting of pick-up, transport and delivery services and packages, whether for domestic or foreign destinations, as rendered by the national postal administration*" and applies a similar definition for letters delivered by national postal agencies.
  - 14.2 On the other hand, the UNCPC defines "*courier services*" as "*services consisting of collection, transport and delivery services, whether for domestic or foreign destinations of letters, parcels and packages rendered by a courier and using one or more modes of transport, other than by the national postal administration*". The key

---

<sup>3</sup> Including the Universal Postal Union Convention ("**UPU**"), the World Trade Organisation General Agreement on Trade in Services ("**WTO GATS**"), the Services Sector Classification List and the provisional United Nations Central Product Classification ("**UNCPC**").

<sup>4</sup> Section 233 of the Constitution on binds all courts or judicial authorities, when interpreting a statute, to prefer "*any reasonable interpretation of the legislation that is consistent with international law over any alternative interpretation that is inconsistent with international law.*" We therefore respectfully submit that the Authority must impress upon the Ministry the importance of removing any scope for contradiction between South African legislation and South Africa's clear international law obligations under the WTO GATS.

<sup>5</sup> *Interlink Postal Courier SA (Pty) Ltd v The South African Post Office Ltd* Case Number 473/2001, delivered 27 March 2003.



difference from the UNCPC perspective between the reserved and unreserved postal service, is who the consumer entrusts to carry his parcel – the service is “postal” when rendered by the national postal operator, and “courier” or express delivery when rendered other than by the national postal operator.

- 14.3 In addition, the WTO GATS also makes similar distinctions between the postal and courier services. In the Services Sectoral Classification List, sub-sector 2A on postal services cross references the UNCPC prov. subclass 7511 and contains for subclasses of postal services (all provided by national postal administrations) as follows:
  - 14.3.1 postal services related to letters consisting of pick-up, transport and delivery services of letters, newspapers, journals, periodicals, brochures, leaflets and similar printed materials, whether for domestic or foreign destinations;
  - 14.3.2 postal services related to parcels consisting of pick-up, transport and delivery services of parcels and packages, whether for domestic or foreign destinations;
  - 14.3.3 post office counter services rendered at post office counters such as sales of postage stamps, handling of certified or registered letters and packets and other such post office counter services; and
  - 14.3.4 other postal services which include mailbox rental services, "poste restante" services and public postal services not elsewhere classified (except postal giro and savings accounts, which are classified in the UNCPC under "services of monetary intermediaries").
- 14.4 On the other hand, Services Sectoral Classification list, sub-sector 2B on courier services cross references UNCPC item 7512 which contains two sub-items as follows:

CPC Prov. Subclass	Description	Explanatory Note
75121	Multi-modal courier services	[s]ervices consisting of pick-up, transport and delivery services, whether for domestic or foreign destinations of letters, parcels and packages, rendered by courier and using one or more modes of transport, other than by the national postal administration. These services can be provided by using either self-owned or public transport media.
75129	Other courier services	Other courier services for goods, not elsewhere classified, e.g./trucking or transfer services without storage, for freight. <sup>6</sup>

- 15. What is apparent from the above international instruments is that the reserved postal service is limited to the transmission of letters, parcels and packages by the national postal carrier. Our client sees no reason why the South African position should be any different.
- 16. In addition, South Africa has made unqualified sector specific commitments under the WTO GATS to ensure that there are no limits on market access and national treatment for "Courier Services".<sup>7</sup>

<sup>6</sup> United National Provisional Central Product Classification.

<sup>7</sup> See South Africa, WTO Schedule of Specific Commitments, GATS/SC/78, 15 April 1994



Services rules on Market Access under GATS Article XVI:1 require South Africa to provide foreign Courier Service businesses “*treatment no less favourable than that provided for under the terms, limitations and conditions agreed and specified in its Schedule.*” GATS Article XVI:2 prohibits “*...limitations on the number of service suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirements of an economic needs test[....]*” (our emphasis). South Africa resolved to impose no restrictions in the Courier Services sector and accordingly cannot adopt any legislation that seeks to impose any limitations in the market in a manner prohibited by GATS Article XVI:2.

17. The WTO GATS provides additional specific rules on Monopolies and Exclusive Service Suppliers under Article VIII, which obligate South Africa to regulate Courier Services as follows:

1. *Each Member shall ensure that any monopoly supplier of a service in its territory does not, in the supply of the monopoly service in the relevant market, act in a manner inconsistent with that member's obligations under Article II and specific commitments.*
2. *Where a Member's monopoly supplier competes, either directly or through an affiliated company, in the supply of a service outside the scope of its monopoly rights and which is subject to that Member's specific commitments, the Member shall ensure that such a supplier does not abuse its monopoly position to act in its territory in a manner inconsistent with such commitments.*
3. *The Council for Trade in Services may, at the request of a Member which has a reason to believe that a monopoly supplier of a service of any other Member is acting in a manner inconsistent with paragraph 1 or 2, request the Member establishing, maintaining or authorizing such supplier to provide specific information concerning the relevant operations.*
4. *If, after the date of entry into force of the WTO Agreement, a Member grants monopoly rights regarding the supply of a service covered by its specific commitments, that Member shall notify the Council for Trade in Services no later than three months before the intended implementation of the grant of monopoly rights and the provisions of paragraphs 2, 3 and 4 of Article XXI shall apply.<sup>8</sup>*
5. *The provisions of this Article shall also apply to cases of exclusive service suppliers, where a Member, formally or in effect, (a) authorizes or establishes a small number of service suppliers and (b) substantially prevents competition among those suppliers in its territory.”*

18. A delineation of reserved and unreserved postal services that restricts the category of letters, packages and parcels that can be conveyed by courier, or reserves categories of these items for carriage by the national postal operator will therefore also violate South Africa's WTO GATS specific commitments, and indeed its horizontal commitments for unbound access, by expanding the scope of monopoly or exclusive services in a manner that reduces the scope of the courier services envisaged in South Africa's WTO GATS Schedule of Commitments.

19. In addition to WTO GATS commitments, South Africa has also concluded various bilateral investment treaties, including the Treaty concerning Reciprocal Encouragement and Protection of Investment (Plus Protocol) (“TREP”), 1995 which provides that each country will promote investments by nationals of the other country, accord those investments and

---

<sup>8</sup> GATS Article XXI covers the “Modification of Schedules” which requires renegotiation with WTO Members.



nationals fair and equitable treatment and refrain from impairing the management, maintenance, use or enjoyment of those investments by discriminatory or arbitrary means. Interpretations of the PSA that disproportionately deprive express parcel service providers the full use of their investments in favour of the national postal operator, thereby curtailing the legitimate interests and investments of their foreign shareholders are patently against the principles of adherence to international agreements generally, and the TREP in particular.

20. In conclusion, we respectfully request that the Authority must, in its engagement with the Ministry in respect of the review of the existing postal service regulations, propose a delineation between reserved and unreserved postal services that would not only bring South Africa in line with international best practice, but also ensures compliance with South Africa's commitments under the WTO GATS to allow free, unrestricted market access for the supply of courier and express delivery services.

## **SPECIFIC COMMENTS**

### **Application for Licences and Renewal Applications (Draft Regulations 4 & 7)**

21. We note that Draft Regulations 4 and 7 now require applicants to submit certificate applications in triplicate (2 hard copies and 1 CD), accompanied by additional documents such as business profiles and company registration documents. While our client does not suggest that the new proposals will serve as barriers to entry into the market, we simply note that the Draft Regulations will introduce increased requirements to submit an application, which may inadvertently increase the administrative costs to submit an application and therefore result in the further decline in the number of registered operators observed by the Authority in the Inquiry.
22. Our client proposes a process through which certificate applications are submitted electronically *via* an on-line portal, doing away with hard copy submissions. This would obviate the preparation and submission costs (printing and transport costs) associated with hard copy submissions.
23. It is also not clear whether registrants that hold valid registration certificates under the existing regulations will be required to apply for new certificates upon the promulgation of the Draft Regulations, or if they will simply have submit renewal applications.
24. In addition, our client proposes a revision to Draft Regulation 7(9)(b) to provide that the Authority will not enforce a negative finding by the Complaints and Compliance Committee to refuse a renewal until the CCC decision is confirmed by a Court or the relevant service provider has waived its right to challenge the CCC's finding.

### **Minimum Operating Standards (Regulation 5)**

25. Regulation 5(a) – (d) of the Draft Regulations will require registration certificate applicants to also submit documents in which they undertake to:
- (a) *track and trace system[s]...;*
  - (b) *to provide standard delivery times;*
  - (c) *have delivery rates; and*
  - (d) *clear items through customs where applicable."*



26. We note that this Draft Regulation is in line with the Authority's position "...that registration certificates must contain minimum standards..." as stated in the Position Paper.<sup>9</sup> The Position Paper unfortunately does not provide any explanation for the Authority's position despite its finding that interested stakeholders, including our client, submitted that the imposition of minimum standards in registration certificates is unnecessary .
27. Our client maintains that it is unnecessary for the Authority to impose or bind unreserved postal service providers to any minimum service standards. The terms and conditions of service between unreserved postal service operators and customers is a matter for agreement between the parties (guided by market forces) and their right to contract should as far as possible remain unfettered in order to enable flexibility of terms. In addition, prescribing minimum standards may inadvertently increase operator costs (through for example having to purchase costly track and trace software in order to meet standards) and therefore increase price, drive participants out of the market and inhibit new entry. By way of example courier service providers do not guarantee transit times and whilst they would make every reasonable effort to deliver shipments according to their regular delivery schedules and expected delivery timing, these schedules are estimations and should not be stipulated as a license condition. This is an example of a performance metric that is regulated by market forces. The time frame will be dictated by the precise service purchased by the customer, and the service provider's very real interest in keeping and growing its customer base.
28. The unreserved postal service industry is extremely competitive and operators are forced to offer a competitive and efficient service by the threat of losing market share to their competitors. Accordingly, service standards such as delivery time frames, collection and delivery terms etc are dictated by market forces and the regular rules of competition and regulatory intervention in this respect is unnecessary and may be too restrictive. The market and consumers are in any event already adequately protected by generally applicable legislation such as the Competition Act, 1998 and the Consumer Protection Act, 2008.
29. Draft Regulation 5(d), if promulgated, will require registration certificate applicants to submit "delivery rates", which we assume refers to price, when making application for the registration certificate.
30. The reason for this requirement is not immediately apparent to our client. It is also not immediately apparent whether, once the Regulations are effective, our client's members will be required to submit a single price list to which it is bound, or if they will be required to submit price ranges. This aside, the Authority will appreciate our client's immediate concern with this proposed standard as it is not clear that the Authority is empowered by any of the relevant statutes, and in particular the PSA to impose any price restrictions on the unreserved postal service. Accordingly, Draft Regulation 5(c) may be *ultra vires* the Authority's statutory powers to the extent that it seeks to give the Authority the power to bind unreserved postal service providers to any price estimates submitted under Draft Regulation 5(d).
31. We note in any event that the proposed minimum standard proposed by Draft Regulation 5(c) goes beyond the minimum standards imposed by the PSA and may be unenforceable for this reason as well.

**Customer Complaint Procedures (Regulation 6)**

32. Draft Regulation 6, if passed, will oblige registrants to undertake to provide a customer complaints procedure, which must meet the minimum requirements set out in Draft Regulation 6(a) – (e). Unlike with many of the proposed regulations in the Draft Regulations,

---

<sup>9</sup> Position Paper at para 4.3.12.2.



the Authority has not previously held stakeholder consultations in respect of the proposed mandatory customer complaints procedure, to the best of our client's knowledge. Indeed, the proposed procedure was not at all a feature of the Inquiry, nor any of its findings. The Authority's rationale for this proposal is therefore unclear.

33. This being said, we refer the Authority to our client's submissions in relation to Draft Regulation 5 above. As noted above, the terms and conditions of service in the unreserved postal are a matter that properly ought to be left for agreement between service providers and their customers and/or as provided for in any contract between the parties.
34. Our client's caution in respect of the prescribed minimum standards above in relation to rising costs of service rings even more acute in respect of the proposed procedures under Draft Regulation 6. For example, once promulgated, Regulation 6 will require service providers to *inter alia* (i) acknowledge receipt of complaints within 3 days, (ii) resolve complaints within a maximum of 15 days and (iii) invest in record keeping mechanisms to retain complaint records for up to 5 years. The implementation of these standards will result in increased labour costs and investments in sophisticated communications and record keeping mechanisms. These costs will most likely be passed down to consumers.
35. Similarly to the Draft Regulation 5 minimum service standards, the majority of our client's members already provide robust customer complaints processes as a matter of course to ensure consumer satisfaction with their services. Our client has not seen any evidence to suggest that these voluntary customer complaints are inadequate, and the Authority has certainly not indicated that this is true in its own experience. In any event, as already noted above, consumers that are dissatisfied with any provider's service can simply switch to another service provider due to healthy competition in this market. To the extent that consumers require regulator intervention to resolve any complaints or disputes, they already have adequate access to consumer protection bodies such as the Authority itself, the Competition Commission, the Consumer Commission and various other consumer protection bodies.
36. Our client therefore submits that the proposed Draft Regulations seek to address regulatory lacunae that simply do not require intervention. Our client submits that a legal obligation to meet the standards proposed by Draft Regulation 6 will do is foist additional cost implications on any potential new market entrants, raise barriers to entry and accordingly stunt growth in the market, particularly for SMEs, which we assume is not the Authority's intention.

**Change of Information (Regulation 8)**

37. Draft Regulation 8 seeks to introduce a regime in terms of which registered operators will be required to inform the Authority of certain specific information, including changes to the registrant's name, contact details and shareholding.
38. While the Authority has not provided its rationale for this proposed regulation, we understand that it is aimed to improve the Authority's overall registration procedure, and is indeed one of the Authority's explicitly identified requirements to improve the registration process.<sup>10</sup> Our client does not have any reservations against Draft Regulation 8 but proposes an amendment to Draft Regulation 8(c) to only require a registrant to notify the Authority of a change in its control, instead of shareholding. Control can then be defined to refer to control as it is understood or defined by the Companies Act, 2008 or the Competition Act. This, it is submitted, will provide a more meaningful basis for notification and avoid imposing to notify

---

<sup>10</sup> Position Paper at para 4.4.14.1.





the Authority of inconsequential changes in shareholding, particular insofar as listed registrants are concerned.

**Registration Fees (Draft Regulation 11)**

39. Our client does not have any objections to the revised registration and renewal fee structure.

**Third Party Contracting (Draft Regulation 12)**

40. Draft Regulation 12 also seeks to introduce additional reporting obligations on registrants to notify the Authority of all agency or franchising agreements that perform unreserved postal services on behalf of the registrant.
41. To the best of our knowledge, the Authority has not previously consulted industry stakeholders in respect of these provisions and the Authority's intentions or rationale for this proposal is therefore unclear. Our client is accordingly not able to deal meaningfully with this provision. This being said, we note that the provision itself is unclear in respect of what exactly will be required from registrants once this Draft Regulation is effective.
42. The Authority will appreciate that express parcel delivery services, for example, are comprised of sophisticated infrastructure and networks of various services, some of which are performed internally by express parcel delivery service providers, and others which are performed by third-party service providers or independent contractors (also referred to as Owner-Drivers). A simple illustration of this is in respect of the conveyance of items between Johannesburg and Cape Town, where the registrant will attend to the collection of delivery items and the consignment of these in Johannesburg, renders them to an independent airline for carriage to Cape Town in terms of a service agreement between the parties, for last mile delivery to the recipient either by an entity controlled by the registrant or a third party service provider in terms of another service agreement between the parties.
43. It is not clear in these circumstances whether the Authority will require notification of each agreement between the registrant and each person that conveys the items at some level of the supply chain or not. In addition, in our example above, neither the third party airline nor the last mile third party service provider will act as either an agent or franchisee of the registrant but will simply be a service provider to the registrant. Of course, when consideration is given to the fact that registrants will have literally hundreds of similar third party agreements with various local and international third party service providers that "convey" or handle customer items at some or other level of the supply chain, the proposed Draft Regulation 12 will clearly be onerous and disproportionate to the extent that registrants will now be required to notify the Authority of all these agreements. It will in presumably also simply serve as an additional strain on the Authority's administrative costs for no ostensible benefit.
44. Our client accordingly submits that the Authority must have further stakeholder consultations in respect of this proposed regulation to provide its rationale. This will enable stakeholders to better understand the danger that this proposed regulation seeks to address, which is not immediately apparent to our client, and indeed place them in a better position to deal with this proposal.
45. This particularly important as the Draft Regulations will also make the failure to inform the Authority of any such agreements an offence punishable by a fine.

**Penalties**

46. We note that Draft Regulation 14(3) now incorporates a prison sentence of up to 2 years upon conviction for providing unreserved postal services without a valid registration



certificate. While this would simply serve to incorporate the provisions of s62 and 82 of the PSA into the regulations, our client maintains its submission that these provisions are draconian and disproportionate, particularly in an environment where ambiguity subsists in respect of the exact scope of what constitutes unreserved postal services.

47. We similarly appreciate that it is beyond the powers of the Authority to amend the PSA's provisions in this respect but propose that the Authority must engage with the Ministry to review the PSA's offence provisions insofar as they relate to imprisonment. In addition, it is unclear whether corporate entities will also be liable to imprisonment or if this will only be applicable to individual employees, and if so, the specific requirements or conduct that the individuals must engage in to be held criminally liable for the conduct of a corporate entity.
48. Our client would welcome the opportunity to engage the Authority on this aspect to craft a mutually acceptable provision.

#### CONCLUSION

49. We trust that our client's submissions above will be given the appropriate level of consideration and of course that they are useful to the Authority.
50. We would also be grateful to receive notice of any public hearings or further stakeholder consultations that the Authority will hold in respect of the Draft Regulations.

Yours sincerely,

**Nick Altini**  
Partner  
Herbert Smith Freehills South Africa LLP

**Lesetja Morapi**  
Associate  
Herbert Smith Freehills South Africa LLP