

IN THE KWAZULU-NATAL CONSUMER TRIBUNAL

VIRTUAL HEARING

CASE NUMBER: KZNCT 11/2025

In the matter between:

KWAZULU-NATAL CONSUMER PROTECTOR

FIRST PLAINTIFF

NOLUTHANDO NOXOLO CELE

SECOND PLAINTIFF

and

ELIZABETH MAY EVENTS (PTY)LTD t/a DTM AUTO  
Registration number:2021/704198/07

FIRST DEFENDANT

CANDICE ELIZABETH-MAY VAN DER MERWE

SECOND DEFENDANT

Coram

Prof. B. Dumisa            Chairperson and Presiding Member

Adv N Nursso            Member

Ms N .Hedder            Member

Date of Hearing            08 October 2025

Date of Judgement        14 October 2025

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SETTLEMENT ORDER

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**PLAINTIFFS**

**FIRST PLAINTIFF**

1. The First Plaintiff in this matter is the OFFICE OF THE KWAZULU-NATAL CONSUMER PROTECTOR, established in terms of Section 5 of the KwaZulu-Natl Consumer Protector Act

04 of 2013 (“the Act”), with its head offices at 270 Jabu Ndlovu Street, Pietermaritzburg, KwaZulu-Natal.

2. The Office of the KwaZulu-Natal Consumer Protector falls under the Department of Economic Development, Tourism and Environmental Affairs (EDTEA), in the Province of KwaZulu-Natal.
3. At the hearing, the First Plaintiff was represented by Mr. Ryan Moodley, a Deputy Director in the Office of the KwaZulu-Natal Consumer Protector.
4. The First Plaintiff’s Investigation Report was compiled and deposed to by Vanessa Shabangu, an official in the Office of the KwaZulu-Natal Consumer Protector.

## **SECOND PLAINTIFF**

5. The Consumer, who is the Second Plaintiff in this matter is Noluthando Noxolo Cele, a major female who resides at No.6 Baobab Terrace , Panorana, Pietermaritzburg, KwaZulu-Natal (hereinafter referred to as “the Second Plaintiff”).
6. The Second Plaintiff lodged her complaint against the Defendants on 27 January 2025.
7. At the Hearing, the Second Plaintiff represented herself.

## **DEFENDANTS**

8. The First Defendant is Elizabeth May Events (Pty) Ltd, Registration number: 2021/704198/07, a company incorporated in accordance with the laws of the Republic of South Africa, carrying on business at B29 Shongweni Valley, Durban, KwaZulu-Natal.
9. The Second Defendant is Candice Elizabeth-May Van Der Merwe, the co-director of the First Defendant, residing at No1 Bushbuck Road, Hillcrest, KwaZulu-Natal.
10. The First and Second Defendants were represented by Ms. K Hatting, Wessels Hatting Incorporated.

## BACKGROUND

11. The Second Plaintiff gave the following details when she lodged her complaint with the First Plaintiff:-

11.1 During the month of January 2023, the Second Plaintiff approached the Defendants for the purposes of planning and coordinating the wedding ceremony of the Second Plaintiff which was to take place on 31 March 2024.

11.2 On 24 February 2024, the Second Plaintiff met with the Second Defendant where the design and the decorations and set up for the wedding were discussed and agreed upon.

11.3 In terms of the agreement between the Second Plaintiff with the Second Defendant, :

11.3.1 The wedding ceremony was to take place in the Chapel on 31 March 2024,

11.3.2 The Defendants would also prepare the decoration of the Chapel and the garden venue for reception and the Parties had shared the inspiration, colours and specifications of the decorations.

11.3.3 Further to that, the Second Plaintiff requested the Defendants to prepare the bridal bouquets for herself and the bridal party and the Parties has shared the colours and specifications of the flowers.

11.4 At some point, the Defendants offered the use of the marquee for the guests to lounge and have shade whilst enjoying the wedding reception. The costs of using the marquee were not discussed and agreed upon between the Parties. The Second Plaintiff accepted the use of the marquee but insisted on the wedding ceremony being performed in the Chapel.

11.5 There was constant written and some verbal communication between the Second Plaintiff and the Defendants with regards to the Second Plaintiff's expectations

- 11.6 The Second Plaintiff had paid on various dates, a total amount of R78 960.00 (Seventy Eight Thousand Nine Hundred Sixty Rand) into the banking of the First Defendant. The Payments were made as follows:
- (a) The amount of R20 000.00 (Twenty Thousand Rand) paid on 22 May 2023;
  - (b) The amount of R28 400.00 (Twenty Eight Thousand Four Hundred Rand) paid on 03 July 2023;
  - (c) The amount of R15 000.00 (Fifteen Thousand Rand) paid on 15 January 2024, ;and
  - (d) The amount of R15 560.00 (Fifteen Thousand Five Hundred Sixty Rand) paid on 26 March 2024.
- 11.7 On the 30 March 2024, the Second Plaintiff and some family members wanted to access the wedding venue in order to check and ensure that the venue was decorated according to the specifications and the agreement she had with the Defendants, however, access was denied by the Second Defendant, on the basis that there was a wedding function taking place at the venue and therefore, could not allow the Second Plaintiff and or any of her representatives to access the venue.
- 11.8 On the same day, the Second Defendant requested a further payment of R25 000.00 (Twenty-Five Thousand Rand) to cater for the Chapel decoration. The Second Plaintiff did not pay the amount of R25 000 as requested as there was no agreement to that effect between the Parties.
- 11.9 On 31 March 2024, the Second Plaintiff and the bridal party arrived at the wedding venue and the Second Plaintiff discovered that :-
- 11.9.1 The wedding ceremony was to take place in the Marquee and not the Chapel as previously agreed;
  - 11.9.2 The stage provided was not stable and balanced thus rendering it unsafe. Further the set up and the decorations of the stage was not in accordance with what was agreed upon by the Parties. The Second Plaintiff later discovered that the stage, the decorations and the colour scheme used during her wedding ceremony had actually been a set up used the previous night during the Hindu wedding function.

- 11.9.3 The flower bouquets were not in accordance with the specifications of the Second Plaintiff neither were they fresh and were falling apart.
- 11.9.4 The entire set up and decorations were not in terms of the agreement between the Parties
- 11.9.5 The venue itself was not in an immaculate state ready for a new function.
- 11.10 Despite the challenges and the disappointment of the Second Plaintiff by the service provided by the Defendants, the wedding function continued to place.
- 11.11 The Second Plaintiff complained to the Defendant about the quality of service she received from the Defendants and demanded a refund of a portion of the money paid in respect of the services. The Defendants denied allegations and refused to refund the Second Plaintiff.
- 11.12 The Defendants contended that the services provided was in accordance with their agreement with the Second Plaintiff and further that it had exceeded its contractual obligations to the Second Plaintiff.
- 11.13 .After the passage of time, the Second Plaintiff referred the matter to the Consumer Goods and Services Ombudsman(CGSO) which recommended that the Defendants must refund, to the Second Plaintiff, a reasonable portion of the price paid for the services rendered.
- 11.14 The Defendants failed to comply with the recommendations made by CGSO.
- 11.15 Eventually, the Second Plaintiff referred a dispute to the KwaZulu-Natal Consumer Protector.

**APPLICATION TYPE AND ODER SOUGHT:**

12. The Tribunal derives the jurisdiction for hearing this matter under Section 10 and Section 21 of the Act 4 of 2013. This matter is heard in terms of Section 19 and Section 47 (3) of the Consumer Protection Act, 66 of 2008 (the CPA).

13. The Second Plaintiff sought an order against the First, Second and Third Defendants in the following terms:

13.1 The Defendants' conduct is declared prohibited conduct and in contravention of Section 4, Section 54(1)(a) , (b) ,(c) and Section 2 of the Consumer Protection Act 68 of 2008.

13.2 The Defendants to refund the Second Plaintiff the amount of R24 950.00 or any other amount that the Consumer Tribunal deems appropriate as a refund.

13.3 Interest on the amount claimed at a prescribed rate of interest.

13.4 An order directing the Defendants to pay an administrative penalty and or making any other appropriate order under Section 4(2)(b)(ii) of the CPA.

13.5 Further and / or Alternative relief.

#### **EFFORTS TO RESOLVE THE COMPLAINT**

14. The First Plaintiff attempted, without any success, to resolve the issues between the Parties.

15. When the mediation failed, the First Plaintiff issued summons on 11 September 2025.

16. The Defendants were duly served with the summons on 12 September 2025.

17. The Defendants file their notice of intention to defend until the 19 September 2025.

#### **THE HEARING**

18. The matter was set down for hearing on the 08<sup>TH</sup> October 2025.

19. At the hearing, the First Plaintiff informed the Chairperson of KwaZulu-Natal Consumer Tribunal that the Parties intended to settle the matter and requested that the Settlement agreement be made an order of the KwaZulu-Natal Consumer Tribunal.
20. Notwithstanding the fact that the Parties reached settlement in the matter, The Tribunal records that when the Defendants refused to implement the recommendations of the CGSO, their behaviour was deliberately calculated to frustrate or defeat the purposes of the CPA namely the realization of consumer rights .This was a contravention of Section 4(5)(a) of the CPA.
- 22 The Tribunal places on record that whilst it will confirm the Parties' Settlement Agreement as a Settlement Order of the Tribunal because the Parties have agreed, it is unfortunate that the Tribunal will not be able to appropriately deal with the wide ranging gross breaches of the CPA by the Defendants .The Tribunal has no intention of usurping the Parties' right to settle .

## THE ORDER

- 23 The Settlement Agreement, "Annexure A" dated 08 October 2025, signed by all the Parties under case number: KZNCT 11/2025, is hereby made an order of the KwaZulu-Natal Consumer Tribunal.
- 24 The Second Defendant is confirmed as Surety and Co Principal Debtor on this Settlement agreement

DATED AT DURBAN ON THIS 14<sup>TH</sup> DAY OF OCTOBER 2025.

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MS N HEDDER

Member

Prof. B. Dumisa (Chairperson and Presiding Member) and Adv. N. Nursoo (Member) concurred.

ANNEXURE A

IN THE KWAZULU NATAL CONSUMER TRIBUNAL HELD IN DURBAN

Case Number: KZNCT11/2025

In the matter between:

THE KWAZULU NATAL CONSUMER PROTECTOR                      FIRST PLAINTIFF

NOLUTHANDO NOXOLO CELE    SECOND PLAINTIFF

and

ELIZABETH MAY EVENTS    FIRST DEFENDANT

(Registration Number: K2021704198)

CANDICE ELIZABETH-MAY VAN DE MERWE                      SECOND DEFENDANT

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SETTLEMENT AGREEMENT

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First and Second Plaintiffs and Defendants jointly request that the following settlement agreement be made an order of court by consent before the KwaZulu-Natal Consumer Tribunal. The settlement agreement was amicably agreed to at the Pre Hearing meetings between the parties.

1.

That the First Defendant will refund to the Second Plaintiff an amount of **R14 000.00 (Fourteen Thousand Rand)** payable directly to the Second Plaintiff on or before the 10<sup>th</sup> of October 2025.

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N.N.C.

2.

That all amounts due, owing and payable in terms of this settlement agreement shall be paid directly into the Second Plaintiff's nominated bank account, via electronic funds transfer and whose details are as follows:-

**Name of Account Holder : Noluthando Noxolo Cele**

**Name of Bank : Standard Bank**

**Type of Account : Current Account**

**Account No. : 10208633756**

**Branch Code : 7654**

3.

This settlement agreement is in full and final settlement of any of the parties claims against the other, and none of the parties to this settlement agreement shall have any further claims against the other in respect of the above legal action instituted, or any additional claims which any party to this settlement agreement may allege to have against each other in respect of, or pertaining to the previous agreements, save and except as provided for in this settlement agreement.

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N-N-C

4.

This settlement agreement contains the entire agreement between the Plaintiffs and Defendants, and supersedes any and all prior oral or written arrangements or agreements. The Plaintiffs and Defendants shall not be bound by any express or implied term, representation, promise or the like not recorded herein, or incorporated herein by reference thereto.



5.

No amendments to, or variation, or cancellation of this settlement agreement, including an amendment, variation or cancellation of this paragraph, shall be of any force or effect unless reduced to writing and signed by both the Plaintiffs and Defendants, or their duly authorised legal representatives.

6.

No relaxation or indulgence granted by any party to this settlement agreement to any other party to this settlement agreement, in respect of this settlement agreement, shall be deemed to be a waiver of that party's rights in terms of this settlement agreement.

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N-N-C-

7.

In the event of the First Defendant not paying the agreed amount by 10 October 2025, the Second Plaintiff shall be entitled to approach any competent court to enforce this agreement which is made an order of the Consumer Tribunal and to further seek interest thereon at the legally prescribed rate at the time of this agreement was made an order of the KwaZulu Natal Consumer Tribunal.

DATED at DURBAN this 8<sup>th</sup> day of OCTOBER 2025.



**R MOODLEY FOR AND ON BEHALF  
OF THE FIRST PLAINTIFF (AND WHO  
BY HIS SIGNATURE HERETO  
CONFIRMS THAT HE IS DULY  
AUTHORISED TO DEPOSE HERETO)**



**NOLUTHANDO NOXOLO CELE  
FOR AND ON BEHALF OF THE  
SECOND PLAINTIFF (AND WHO BY  
HER SIGNATURE HERETO  
CONFIRMS THAT SHE IS DULY  
AUTHORISED TO DEPOSE HERETO)**

N. N. C.

A handwritten signature in black ink, appearing to read 'C. Van de Merwe', written over a horizontal line.

**CANDICE ELIZABETH-MAY VAN DE  
MERWE FOR AND ON BEHALF OF  
THE DEFENDANTS (AND WHO BY  
HER SIGNATURE HERETO  
CONFIRMS THAT SHE IS DULY  
AUTHORISED TO DEPOSE HERETO  
IN HER CAPACITY AS A DIRECTOR  
OF THE FIRST DEFENDANT  
BUSINESS)**