

**IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG DIVISION, PRETORIA**

CASE NO: 2025-137857

In the *ex parte* matter between:

**PETER ANDREW FAUCITT**  
(Identity Number: 520430 5708 18 5)

**APPLICANT**

And

**JACQUELINE FAUCITT**  
(Identity Number: 570607 0898 18 1)

**FIRST RESPONDENT**

**DANIEL JAMES FAUCITT**  
(Identity Number: 820715 5300 18 2)

**SECOND RESPONDENT**

***IN RE:***

**PETER ANDREW FAUCITT**  
(Identity Number: 520430 5708 18 5)

**APPLICANT**

And

**JACQUELINE FAUCITT**  
(Identity Number: 570607 0898 18 1)

**FIRST RESPONDENT**

**DANIEL JAMES FAUCITT**  
(Identity Number: 820715 5300 18 2)

**SECOND RESPONDENT**

**REGIMA WORLDWIDE DISTRIBUTION (PTY) LTD**      **THIRD RESPONDENT**  
(Registration Number: 2011/005722/07)

**REGIMA SKIN TREATMENTS CC**      **FOURTH RESPONDENT**  
(Registration Number: 1992/005371/23)

**VILLA VIA ARCADIA NO 2 CC**      **FIFTH RESPONDENT**  
(Registration Number: 1996/004451/23)

**STRATEGIC LOGISTICS CC**      **SIXTH RESPONDENT**  
(Registration Number: 2008/136496/23)

**FIRSTRAND BANK LTD t/a FIRST NATIONAL BANK**      **SEVENTH RESPONDENT**

**ABSA BANK LIMITED**      **EIGHTH RESPONDENT**

**THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION**      **NINTH RESPONDENT**

**NOTICE OF MOTION**

**TAKE NOTICE** that **PETER ANDREW FAUCITT** (Identity Number: 520430 5708 18 5), hereinafter called “*the Applicant*”, intends to make application for an order in the following terms, at 10h00 or so soon thereafter as Counsel may be heard for the applicant, on a date to be arranged with the Registrar:

1.      That the agreements entered into between the parties on 18 September 2025, copies of which are annexed to the founding affidavit marked “PF15”, and “PF16” respectively, are made orders of court;
  
2.      Costs in the event only of opposition to this application;

3. Further and/or alternative relief.

**AND TAKE NOTICE** that the accompanying affidavit of **PETER ANDREW FAUCITT** will be used in support of this application.

**TAKE NOTICE FURTHER** that the Applicant has appointed:

**ELLIOTT ATTORNEYS INC.**

at the address given below, as the addresses at which he will accept notices and service of all process in these proceedings, including the email address set out therein.

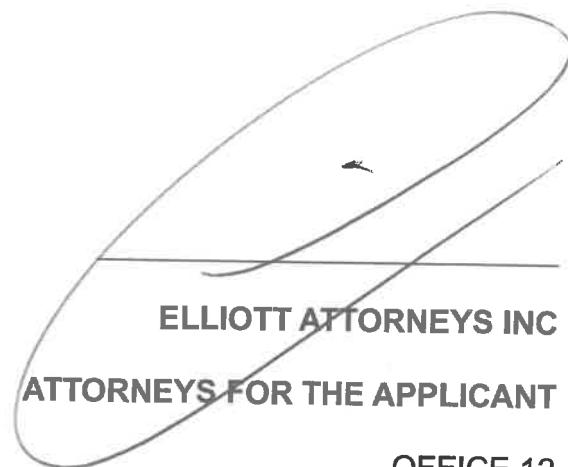
**TAKE NOTICE FURTHER** that if you intend opposing this application you are required:

- (a) to notify applicant's attorney thereof in writing, within 10 (ten) days of receipt hereof; and
- (b) and within 15 (fifteen) days after you have so given notice of your intention to oppose the application, to deliver your answering affidavits, if any; and further that you are required to appoint in such notification an address referred to in Rule 6(5)(b), at which you will accept notice and service of all documents in these proceedings.

**TAKE NOTICE** that application will be made on a date and time to be arranged with the Registrar at 10:00, or as soon thereafter as counsel for the applicants may be heard.

**KINDLY ENROL THIS APPLICATION FOR HEARING ACCORDINGLY**

**DATED AT PRETORIA ON 3 OCTOBER 2025**



ELLIOTT ATTORNEYS INC  
ATTORNEYS FOR THE APPLICANT  
OFFICE 12

GARSFONTEIN OFFICE PARK

645 JACQUELINE DRIVE

GARSFONTEIN

PRETORIA

TEL: 012 012 5067

FAX: 012 012 5068

EMAIL: [KEEGAN@ELLIOTTATTORNEYS.CO.ZA](mailto:KEEGAN@ELLIOTTATTORNEYS.CO.ZA)

**REF: KRE/KF0019**

**TO: THE REGISTRAR  
PRETORIA HIGH COURT**

**AND TO: IAN LEVITT ATTORNEYS**

**ATTORNEYS FOR THE RESPONDENTS (herein)**

**ATTORNEYS FOR THE FIRST AND SECOND RESPONDENTS**

(main application)

THE LEONARDO

OFFICE 1203

FLOOR 12

75 MAUDE STREET

SANDOWN

SANDTON

EMAIL: INFO@IANLEVITT.CO.ZA / IAN@IANLEVITT.CO.ZA

**REF: MAT4719**

IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG DIVISION, PRETORIA

CASE NO: 2025-137857

In the *ex parte* matter between:

**PETER ANDREW FAUCITT**  
(Identity Number: 520430 5708 18 5)

**APPLICANT**

And

**JACQUELINE FAUCITT**  
(Identity Number: 570607 0898 18 1)

**FIRST RESPONDENT**

**DANIEL JAMES FAUCITT**  
(Identity Number: 820715 5300 18 2)

**SECOND RESPONDENT**

***IN RE:***

**PETER ANDREW FAUCITT**  
(Identity Number: 520430 5708 18 5)

**APPLICANT**

And

**JACQUELINE FAUCITT**  
(Identity Number: 570607 0898 18 1)

**FIRST RESPONDENT**

**DANIEL JAMES FAUCITT**  
(Identity Number: 820715 5300 18 2)

**SECOND RESPONDENT**



**REGIMA WORLDWIDE DISTRIBUTION (PTY) LTD**      **THIRD RESPONDENT**  
(Registration Number: 2011/005722/07)

**REGIMA SKIN TREATMENTS CC**      **FOURTH RESPONDENT**  
(Registration Number: 1992/005371/23)

**VILLA VIA ARCADIA NO 2 CC**      **FIFTH RESPONDENT**  
(Registration Number: 1996/004451/23)

**STRATEGIC LOGISTICS CC**      **SIXTH RESPONDENT**  
(Registration Number: 2008/136496/23)

**FIRSTRAND BANK LTD t/a FIRST NATIONAL BANK**      **SEVENTH RESPONDENT**

**ABSA BANK LIMITED**      **EIGHTH RESPONDENT**

**THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION**      **NINTH RESPONDENT**

**FOUNDING AFFIDAVIT**

I, the undersigned,

**PETER ANDREW FAUCITT,**

do hereby make oath and say:

1.

1.1 I am a major businessman, with identity number 520430 5708 18 5.



- 1.2 I am resident at 20 River Road, Morning Hill, Bedfordview.
- 1.3 The facts herein contained fall within my personal knowledge, unless otherwise stated or as may otherwise appear from the context in which they are stated and are, to the best of my knowledge, both true and correct.
- 1.4 I have been involved personally, and continuously with the subject-matter of this application. I am accordingly able to confirm, as I hereby do, that the contents of this affidavit fall within my personal knowledge, unless otherwise stated or as may otherwise appear from the context in which they are stated and are, to the best of my knowledge, both true and correct.
- 1.5 Any submissions of a legal nature are made on the advice of my legal representatives, which advice I have accepted as being true and correct, and upon which I act accordingly.
- 1.6 The contents of the documents to which reference is made herein must be read, with respect, as if specifically incorporated, and repeated herein.

2.

- 2.1 As aforesaid, I am the applicant herein.

- 2.2 The first respondent is my wife, **JACQUELINE FAUCITT**, a major businesswoman with Identity Number 570607 0898 18 1, who is resident at 20 River Road, Morning Hill, Bedfordview.
- 2.3 The second respondent is my son, **DANIEL JAMES FAUCITT**, a major businessman with Identity Number 820715 5300 18 2, who is resident at Suite no. 132, Nicol Hotel, Corner Nicol Road and Skeen Boulevard, Bedfordview.

3.

- 3.1 This Honourable Court has the necessary jurisdiction to adjudicate this application.
- 3.2 This application follows the initial application (the "*main application*") I caused to be lodged under the above case number on an urgent basis against the first and second applicants herein, and the remainder of the applicants therein, on 14 August 2025.
- 3.3 In that application an order was granted on 19 August 2025, a copy of which is annexed hereto marked "PF12", which was served duly on the first and second respondents; proof thereof will have been uploaded onto caselines.

- 3.4 I refer to the contents of the founding affidavit in the main application as if specifically incorporated herein to avoid rendering this affidavit unnecessarily prolix. The contents of the founding affidavit are, with respect, essential to this application.
- 3.5 The respondents have filed notice of intention to oppose the main application, but have agreed to uphold the order (and accordingly, no opposition thereto is at hand).
- 3.6 No relief, in this application, is sought against the third to ninth respondents in the main application, save for a costs order if it should be opposed.
- 3.7 For convenience' sake I shall refer hereinafter to the first respondent as "*my wife*", to the second respondent as "*my son*", and to them jointly as the "*respondents*".

4.

**AD THE FIRST MEDIATED AGREEMENT**

- 4.1     Although the respondents have not fully opposed the main application, they appointed ENS Attorneys to advise, and to assist them.
- 4.2     After an order was obtained under PART A of the main application, and due to our personal relationships, a mediation was arranged between the respondents and I (represented by our attorneys), which was held on 18 September 2025, and conducted by Mr Charles Nupen.
- 4.3     A copy of the mediation agreement is annexed hereto marked “PF13”, and certain relevant correspondence is annexed hereto as “PF14”.
- 4.4     The mediation endured from approximately 10AM until just after 16:30PM, and was successful in that two agreements were reached between the respondents, and I.
- 4.5     Annexed hereto, marked “PF15”, is a copy of the mediated agreement, which deals with the medical assessments of my wife, and son (the “**first settlement agreement**”); the second is annexed hereto marked “PF16”, which is concerned with the forensic investigations into the affairs of our various entities (the “**second settlement agreement**”).

- 4.6 As appears from the first settlement agreement, my son agreed to submit to being screened for drugs, and my wife agreed to undergo a psychiatric evaluation; both my wife, and son agreed to further assistance and evaluation, subject to views and requests of the relevant experts.
- 4.7 For the sake of fairness and transparency, I also agreed to being tested for drugs, and to undergo a psychiatric evaluation; I am proceeding with both, as appears from annexures "PF17", and "PF18" hereto.

5.

- 5.1 It is important to note, with respect, that the aforesaid agreements were not reached in settlement of the entire matter between the first and second respondents, and I:

- 5.1.1 As appears from the first agreement, it was recorded that:
- 5.1.1.1 A number of disputes arose in relation to the order granted by this Court, and the relief sought in respect of PART B of the proceedings under the above case number. (Clause 1.1)
- 5.1.1.2 The parties have agreed to settle in good faith the disputes which exist between them on the basis set out below,

which, subject to further agreement, does not finalise the aforesaid proceedings. (Clause 1.2)

5.1.2 As appears from the second agreement, it was recorded that:

- 5.1.2.1 A number of disputes arose in relation to the order granted by this Court, and the relief sought in respect of PART B of the proceedings under the above case number. (Clause 1.1)
- 5.1.2.2 The parties agree to remain bound by the terms of the aforesaid order of Court until such a time as same is set aside or agreement is reached with regards to the finalisation of the aforesaid matter. (Clause 1.3)
- 5.1.2.3 Clause 26 provides that pending the mediation referred to in paragraph 2.5 above, the time periods for the filing of further papers in respect of the proceedings under case number 2025-137857 remain suspended, as the proceedings remain pending.
- 5.1.2.4 Clause 27 provides that insofar as the Court order dated 19 August 2025 under case number 2025-137857 is concerned, the parties agree that paragraph 2.8.3 will be read as follows:



*"... are interdicted and directed to answer all questions put to them in regard to the forensic investigation and the experts appointed by the forensic investigators, honestly and forthrightly."*

- 5.1.2.5 Clause 28 provides that this shall not preclude any party from approaching a Court for any appropriate or necessary relief.

6.

- 6.1 Regrettably, with respect, the respondents have refused to comply with the first (and second) settlement agreement, and I am constrained to apply to have that agreement made an order of Court, as I now do.
- 6.2 Given the familial relationship between my wife and son, and I, I will do anything I can to prevent the necessity of an order in terms of PART B of the main application – I remain of the view that the relief is warranted, however.
- 6.3 I sought, and still seek for them to be evaluated as agreed in the first settlement agreement, in the hope that they can be treated, and be restored to full health, which will not only be of benefit to the entities of

which they are members and directors, but will also be of benefit to them personally.

- 6.4 For those purposes I am compelled to seek an order making the first settlement agreement an order of Court.
- 6.5 On 22 September 2025, the respondents informed (annexure "PF20" hereto) their attorneys that they '*withdraw*' from both agreements; on 23 September 2025 they informed my attorneys thereof, as appears from same letter forwarded to them on that date.
- 6.6 The lack of coherence in annexure "PF20" hereto speaks, with respect, for itself.
- 6.7 Needless to say, with respect, I deny the allegations contained in that document, which are untrue.
- 6.8 The respondents' then attorneys (ENS Attorneys) withdrew thereafter.
- 6.9 The attempted repudiation of the settlement agreements is not accepted; the respondents are bound thereto, and they are held thereto.
- 6.10



6.10.1 Although neither settlement agreement provides expressly for the making thereof an order of Court, clause 5.1 of the mediation agreement (annexure "PF13" hereto) provides that the confidentiality of any resulting settlement, or its terms, does not apply in instances where disclosure is required to implement, or enforce the terms of any settlement.

6.10.2 Clause 5.2 of the mediation agreement provides further that:

*"All information arising out of, or in connection with the mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever. This does not apply to any information which would in any event have been admissible or disclosable in any such proceedings, and will not apply to any settlement agreement reached therein, if any."*

6.11 I say with respect, that making both the settlement agreements an order of Court will be to the benefit of the respondents herein, and the remaining respondents in the main application, and may eliminate the necessity of proceeding with PART B of the application, and obtaining an order therein.



6.12 Needless to say, with respect, if there is mental degradation or drug abuse (which will also result in mental impairment), it will certainly not be in the best interests of either the respondents — who are shareholders, and hold members' interests in the third to sixth respondents in the main application — or those entities themselves, if the respondents herein remain in controlling positions.

6.13 In the premise, it will be in the best interests of all concerned if the first settlement agreement is made an order of Court, and the respondents acquire the necessary evaluation, and treatment.

7.

7.1 In the paragraphs below I sketch, briefly, some of my concerns regarding my son.

7.2 My son has '*managed*' the third respondent in the main application since its inception; he has, however, been an '*absent*' director, and his tenure has been accompanied by a monthly loss to that corporation of approximately R600,000.00, which have been borne (of necessity) by the other entities.

7.3 He did not squander money in the past; his difficulties began approximately two years ago.



7.4 His personality has also changed in that he has become reclusive, as opposed to outgoing and social, and he has become erratic in his communications and decisions, which leads me to the inescapable conclusion that he abuses drugs, and is probably an addict (although I do hope I am wrong).

7.5

7.5.1 Those losses relate, *inter alia*, to '*online*' purchases and subscriptions, that mainly do not form part of the third respondent's business, and from which no income is derived; I caused the third respondent's accounts, which held these online debits, to be closed on 11 September 2025 accordingly, despite which no negative effect arose to any of the entities.

7.5.2 The only conclusion is that the expenses were not business related and/or served no actual purpose.

7.5.3 The third respondent has since experienced no losses.

7.6 When I confronted my son regarding the third respondent's losses, his reaction was purely defiant; he declared again that he would still not return to the office due to my distrust, and now evidently holds a grudge against me – he has not been in office other than for the odd meeting



(where he usually arrives over an hour late), since his appointment as director.

- 7.7 He cannot appreciate that I am acting in his best interests, and in the best interests of the entities that sustain us.

8.

- 8.1 Regarding my wife, I draw the attention of the Court, with respect, to the following, which is also relevant to this application.

- 8.2 After I voiced my concerns to her regarding our son she, instead of displaying any concern, flew immediately to his defence, and persists therein.

8.3

- 8.3.1 As I indicated in my founding affidavit in the main application, after I stopped her business cards, my wife simply re-approached the banks (being the seventh and eight respondents in the main application) and obtained duplicate/new cards, on or about 24 June 2025.

- 8.3.2 She adopted an '*I will show you*' approach, defended our son, and then transferred to him the sum of R500,000.00 (from the

said business accounts) on or about 16 July 2025, as a '*birthday gift*', which I did not authorise, and which he was not entitled to accept; my wife has no other sources of income other than through the repayment of loan accounts and/or the possibility of dividends from the third to sixth respondents.

- 8.3.3 This was done without my knowledge, the expense cannot remotely be described as being a legitimate business expense, and was separate to her, and our son's remuneration.
- 8.4 She never squandered money before her erratic behaviour began.
- 8.5 My wife has also become extremely inconsistent, and erratic in her management of our entities over the last three years (approximately), for example, after agreeing to business decisions, and signing agreements, she has thereafter stated her disagreement therewith, in no uncertain terms, and has, during or about 2025, taken exception to (according to her) the '*sudden opening of savings accounts*' for our entities with ABSA Bank, which have been open for years.
- 9.
- 9.1 While I am not a medical practitioner, it is evident to me that something is not quite right with my wife, to the extent that she is no longer capable

of participating in the management of our entities, which must be protected from her. The same applies to our son.

- 9.2 There must, with respect, be an explanation for the deterioration in her behaviour, which is clearly symptomatic of a mental ill-health nature, and the deterioration in my son's behaviour, which may well be the result of a non-trivial drug addiction. My only concerns are their well-being, and the well-being of our entities, which sustain all of us.
- 9.3 Fortunately, I manage the day-to-day running of the affairs of the entities concerned, and I have seen thereto that my wife, and son, continue to receive their usual benefits.
- 9.4 Similarly to my son, my wife cannot appreciate that I am acting in her best interests, and in the best interests of the entities that sustain us.
- 9.5 I am supported in my contentions by the Clinical Psychologist, Mr Eugene du Plessis, whose opinion (annexure "PF21" hereto) includes the following:

- 9.5.1 *"It is concerning that the conditions of the settlement are not being met and what this could mean. The conditions appear straightforward. There could be a broader range of difficulties that could potentially underlie the issues described. Some addictive type behaviours can be behavioural for example. The author*



*would have been curious about what Mr Daniel Faucitt had spent the money on- it could include activities such as gaming, porn and gambling which could all become compulsive. Compulsive shopping can also become destructive. Aside from dementias, there are other medical conditions that could cause cognitive issues such as iron deficiencies or thyroid issues. The author would probably have recommended a broader assessment. Finding if there are any medical issues affecting Ms Faucitt could be of benefit to her ongoing quality of life. It is concerning that the parties are not complying with the conditions set out in a settlement agreement that was recently agreed to. It does raise questions.” (Page 2, Lines 1 – 12)*

9.5.2     *“The behaviours reported appeared odd and warrant further investigation, as was agreed to. They could suggest several issues or diagnostic considerations, but it is unclear what is happening without further investigation.” (Page 2, Lines 15 – 17)*

9.5.3     *“Hair follicle analysis for drug use is very good at detecting a history of drug use over a period of several months. It may be prudent though to confirm if the test used covers locally abused substances such as methcathinone, sleeping medication, mandrax and benzodiazepines.” (Page 2, Lines 18 – 21)*

9.5.4     *"Hair follicle testing has been found to be scientifically valid and reliable (see reviews such as Boumba et al, 2006 & Pragst & Balikova, 2006). They offer the advantage of giving a longer picture of substance use. There is a lot of literature supporting its use. Knowing what the money that Mr Faucitt spent was spent on could also be important to understanding what is happening."*

(Page 3, Lines 5 – 9)

9.5.5     *"It may be prudent to involve a General Practitioner who can possibly do a basic health assessment including urine and blood testing on Ms Faucitt. It may be that the difficulties that have been noticed could be part of a more serious cognitive issue, or it could be part of a less serious easily managed issue."* (Page 3, Lines 10 – 13)

9.6       I have proceeded, in compliance with the agreements, to consult with same on 02 October 2025.

10.

#### AD THE SECOND MEDIATED AGREEMENT

10.1      In the paragraphs below, I place on record what has transpired with the second mediated agreement (annexure "PF16" hereto), and the order of this Honourable Court.



- 10.2 Auditors were instructed on, or about, 17 September 2023, as appears from annexure “PF22” hereto; I have performed in accordance with the order of this Court.
- 10.3 Notifications of the internal transfers have been provided (per clause 2.2 thereof), as appears from annexure “PF23” hereto.
- 10.4 No list of *bona fide* business related expenses was provided by my son, per clause 2.3 thereof.
- 10.5 The SAGE payment was made prior to the mediation, as pertains to clause 2.4.1 thereof.
- 10.6 No expenses listed in clause 2.4.3 thereof have been provided by the respondents.
- 10.7 Once again, with respect, I am compliant with the terms of the agreement; the respondent have not complied therewith, or with the order issued by this Honourable Court;
- 10.8 The respondents have also sought to withdraw from this agreement, as aforesaid.
- 10.9 The respondents have further not complied with the order of this Court:



- 10.9.1 Correspondence annexed hereto, marked "PF24" and "PF25", records interference with the respondent entities;
- 10.9.2 Correspondence attached hereto, marked "PF26", records non-compliance regarding the business banking cards in the respondents' possession;
- 10.9.3 Paragraph 2.8.2 of the order has not been complied with: no financial details have been surrendered to me, or to my attorneys.
- 10.10 It is essential, with respect, that the second settlement agreement is also made an order of Court.
- 10.11 Neither the first, nor the second respondent are employees of the third to sixth respondents in the main application.

11.

- 11.1 Although I have been advised that I can pursue contempt proceedings regarding the aforesaid defiance of the order of this Court, I would rather pursue all other avenues in avoiding the necessity of an order in terms of Part B of the notice of motion.

- 11.2 If the settlement agreements are made an order of Court, the probability of the respondents complying therewith, and with the order already issued should, with respect, increase substantially.
  
- 11.3 If the respondents continue to fail to comply therewith, and do not obtain the help they need, alternatively if such help is unsuccessful, I will have no option but to persist with PART B of the application, to protect our entities, and thereby also my wife, my son, and I.

12.

**AD COSTS**

As appears from the notice of motion, I only seek a costs order against the respondents if they oppose this application.

**WHEREFOR I PRAY, WITH RESPECT, FOR AN ORDER IN TERMS OF THE  
NOTICE OF MOTION**

**DATED AT PRETORIA ON 02 OCTOBER 2025**

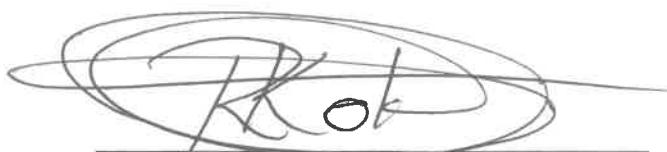


Page 21/22  




**DEPONENT**

I CERTIFY THAT THE DEPONENT HAS ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, WHICH WAS SIGNED AND SWORN BEFORE ME AT PRETORIA ON 02 OCTOBER 2025; THE REGULATIONS CONTAINED IN GOVERNMENT NOTICE NO. R 1258 OF 21 JULY 1972, AS AMENDED, HAVING BEEN COMPLIED WITH—THE DEPONENT HAVING ACKNOWLEDGED THAT HE UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH AND CONSIDERS THE OATH TO BE BINDING ON HIS CONSCIENCE



**COMMISSIONER OF OATHS**

COMMISSIONER OF OATHS (RSA)  
**RÜAN KOK**

Attorney  
Van der Walt Attorneys  
Unit 11 Garsfontein Office Park  
645 Jacqueline Drive, Garsfontein, Pretoria



PF12

IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG DIVISION, PRETORIA

BEFORE THE HONOURABLE JUSTICE KUMALO J  
ON THIS 19<sup>th</sup> OF AUGUST 2025  
NUMBER 20 ON THE ROLL

CASE NO: 2025 - 137857

In the *ex parte* matter between:**PETER ANDREW FAUCITT**

(Identity Number: 520430 5708 18 5)

**APPLICANT**

And

**JACQUELINE FAUCITT**

(Identity Number: 570607 0898 18 1)

**FIRST RESPONDENT****DANIEL JAMES FAUCITT**

(Identity Number: 820715 5300 18 2)

**SECOND RESPONDENT**

**REGIMA WORLDWIDE DISTRIBUTION**  
(PTY) LTD

(Registration Number: 2011/005722/07)

**THIRD RESPONDENT**

**REGIMA SKIN TREATMENTS CC**  
(Registration Number: 1992/005371/23)

**FOURTH RESPONDENT**

VILLA VIA ARCADIA NO 2 CC  
 (Registration Number: 1996/004451/23)

FIFTH RESPONDENT

STRATEGIC LOGISTICS CC  
 (Registration Number: 2008/136496/23)

SIXTH RESPONDENT

FIRSTRAND BANK LTD t/a FIRST NATIONAL  
 BANK

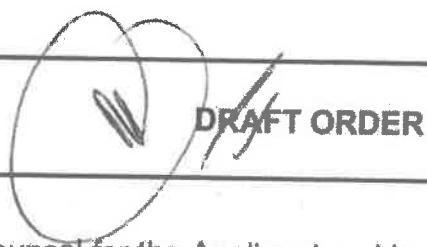
SEVENTH RESPONDENT

ABSA BANK LIMITED  
 THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION

EIGHTH RESPONDENT

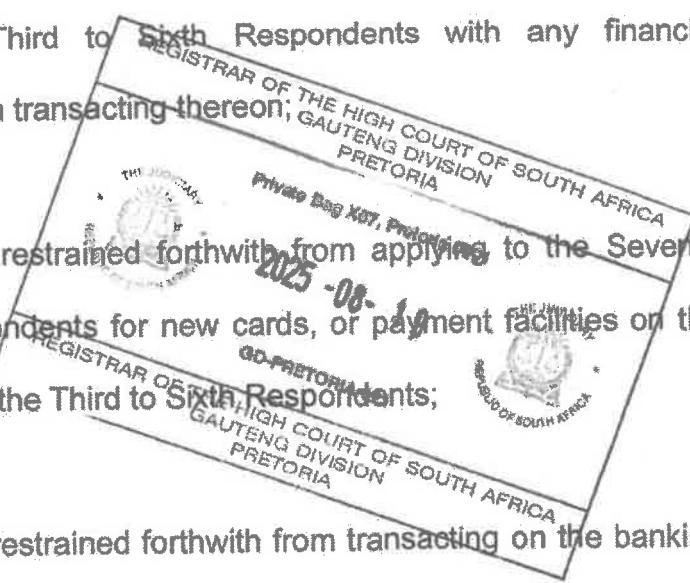
NINTH RESPONDENT

*This Order is made an Order of Court by the Judge whose name is reflected hereon, duly stamped by the Registrar of the Court and is submitted electronically to the parties or their legal representatives by e-mail. This Order is further uploaded to the electronic file of this matter on CaseLines by the Judge or his/her Secretary/Registrar. The date of this Order is deemed to be 19<sup>th</sup> of August 2025.*

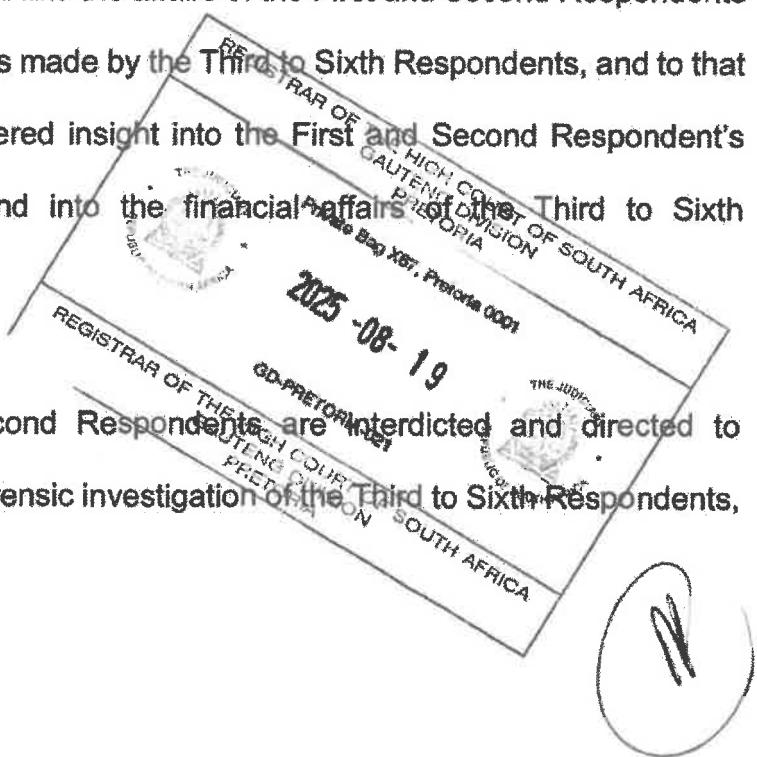


HAVING HEARD Counsel for the Applicant and having read the papers filed on record an order is granted in the following terms:

1. Having dispensed with the forms and service provided for in the Rules of this above Honourable Court and having disposed of the relief prayed by way of urgency in terms of Rule 6(12)(a);
  
2. Pending the final adjudication of the relief sought under **PART B** of the Notice of Motion, the First and Second Respondents:
  - 2.1 Are interdicted and directed to surrender forthwith to the Applicant their banking credit, and/or cheque, and/or debit cards, coupled to the banking accounts of the Third to Sixth Respondents, held with the Seventh and/or Eighth Respondents;
  
  - 2.2 Are interdicted and restrained forthwith from opening any new banking accounts for the Third to Sixth Respondents with any financial institution/s, and from transacting thereon;
  
  - 2.3 Are interdicted and restrained forthwith from applying to the Seventh and/or Eighth Respondents for new cards, or payment facilities on the banking accounts of the Third to Sixth Respondents;
  
  - 2.4 Are interdicted and restrained forthwith from transacting on the banking accounts of the Third to Sixth Respondents, held with the Seventh and/or Eighth Respondents;



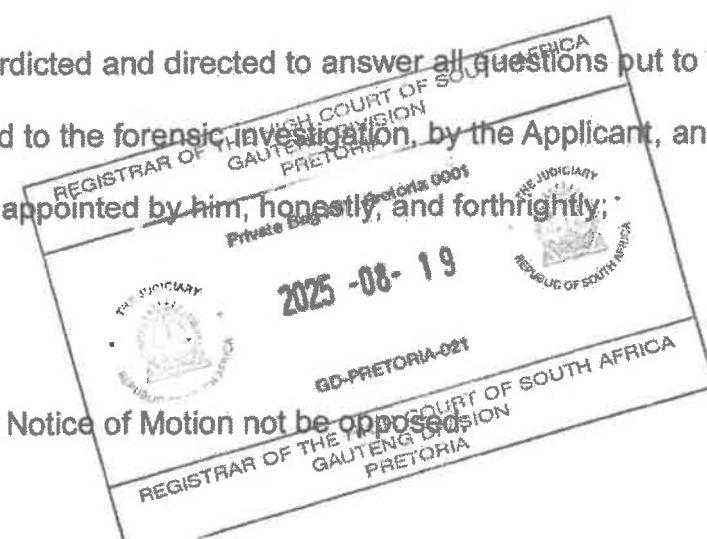
- 2.5 The First and Second respondents are interdicted and restrained from dealing with the business (and the administration thereof) of the Third to Sixth Respondents, and/or their employees, and/or their partners, and/or their clientèle, in any manner in which any may sustain any prejudice;
- 2.6 The Applicant is authorised to take control of the financial affairs of the Third to Sixth Respondents, and to that end is entitled to immediately begin transacting on those accounts, for those corporations, to the exclusion of the First, and Second Respondents;
- 2.7 The Applicant is authorised to appoint necessary experts, including the accountant cited in the founding affidavit, at the cost of the Third to Sixth Respondents, so that a proper forensic investigation may be conducted into their affairs, and into the affairs of the First and Second Respondents relating to payments made by the Third to Sixth Respondents, and to that end to have unfettered insight into the First and Second Respondent's financial affairs, and into the financial affairs of the Third to Sixth Respondents ;
- 2.8 The First and Second Respondents are interdicted and directed to participate in the forensic investigation of the Third to Sixth Respondents, and to that end:



- 2.8.1 Are interdicted and restrained from concealing or destroying any documentary (and electronic) records pertaining to the financial administration of the Third to Sixth Respondents;
- 2.8.2 Are interdicted and directed to surrender forthwith to the Applicant all documentation (electronic, and otherwise) within their possession relating to the administration (financial and otherwise) of the Third to Sixth Respondents, and all login details and passwords to any banking and other online facilities relating thereto; *and to*

- 2.8.3 Are interdicted and directed to answer all questions put to them in regard to the forensic investigation, by the Applicant, and the experts appointed by him, honestly, and forthrightly;

- 3.** Should **PART A** of the Notice of Motion not be opposed:
- 3.1 No order as to costs;
- 3.2 The Applicant is permitted to supplement his papers, as he may deem necessary, for the purposes of **PART B** below;
- 4.** In the event that **PART A** of this Notice of Motion is opposed:



- 4.1 The costs thereof are reserved for determination under **PART B** of the Notice of Motion;
- 4.2 The Applicant, and the opposing Party/Parties are permitted to supplement their papers, as they may deem necessary, for the purposes of **PART B** below;
5. **PART B** shall be adjudicated on a date, and at a time appointed by the Registrar;
6. The Applicant is directed to serve this application on the Respondents simultaneously with the service of this Order upon them, and the Respondents are entitled to set the matter down, as per PART A, upon the day notice of which may be heard in Court.



For the applicant:

Adv M Coetsee

Mark.coetsee@gmail.com

082 447 4327

Instructed By:

Elliott Attorneys Inc

KR Elliott

keegan@elliottattorneys.co.za

079 497 8214

"PF13"

## MEDIATION AGREEMENT

between:

**PETER ANDREW FAUCITT**

(Identity Number: 5204305708185)

and

**JACQUELINE FAUCITT**

(Identity Number: 5708070898181)

and

**DANIEL JAMES FAUCITT**

(Identity Number: 8207155300182)

(Together "the Parties")

*P. J. F.*

## 1. Introduction

- 1.1. Peter Faucitt obtained an order against Jacqui Faucitt and Daniel Faucitt under case no: 2025-137857. A number of disputes arise in relation to the order and the relief sought in respect of part B of the proceedings under case no: 2025-137857.
- 1.2. The parties have agreed to attempt in good faith to settle their differences by way of a mediation to be held at the offices of Edward Nathan Sonnenbergs Inc., situated at Tower 1, the MARC, 129 Rivonia Road, Sandton, 2196 on 18 September 2025 commencing at 10h00 and adjourning at 17h30 (or sooner, as the case may be), unless otherwise agreed by the parties ("mediation").
- 1.3. The mediation shall be conducted:
  - 1.3.1. in private; and
  - 1.3.2. off the record on a without prejudice basis; as set out herein.

## 2. Mediator

The mediator has been identified and contracted jointly by the parties. The mediator will be Charles Nupen.

## 3. Authority

- 3.1. At least one representative of each party present at the mediation will have full authority to bind that party to the terms of any settlement resulting from the mediation.
- 3.2. The person signing this agreement on behalf of each of the parties warrants having authority to bind that party and all other persons present at the mediation on that party's behalf.

## 4. Mediation fee

- 4.1. The Mediator's fee will be R4 000.00 per hour plus VAT for preparation time, including a charge out rate of on average 8 minutes per email sent or received, and R32 000.00 plus VAT for a booked day.
- 4.2. The parties agree to split the mediation fees as follows:
  - 4.2.1. Peter Faucitt will bear 50% of the mediator's fees; and



- 4.2.2. Jacqui and Daniel Faucitt will bear the other 50% of the mediator's fees.
  - 4.3. The mediator will invoice on the basis as set out in paragraph 4.2 above. The parties will settle the mediator's fee within 14 days of receipt of the mediator's invoice.
5. **Confidentiality and without prejudice status**
- 5.1. Every person involved in the mediation will keep confidential and not use for any collateral or ulterior purpose all information (whether given orally, in writing or otherwise) arising out of or in connection with the mediation, including the fact of any settlement and its terms, but this does not apply to the fact that the mediation is to take place or has taken place or where disclosure is required by law to implement or enforce the terms of any settlement.
  - 5.2. All information arising out of, or in connection with the mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever. This does not apply to any information which would in any event have been admissible or disclosable in any such proceedings, and will not apply to any settlement agreement reached therein, if any.
  - 5.3. The mediator will not disclose to any other party any information given to the mediator by a party in confidence without the express consent of that party or unless required by law to make a disclosure.
  - 5.4. The parties will not call the mediator as a witness, expert or consultant, nor require the mediator to produce in evidence any records or notes or other document relating to the mediation in any litigation or other proceedings whatsoever arising from, or in connection with the dispute or the mediation. The mediator will not voluntarily act as a witness without the written agreement of all the parties. If any Party applies to call the mediator as a witness that party will fully indemnify the mediator in respect of any costs incurred in resisting or responding to such an application, including reimbursement at the mediator's standard hourly rate for the mediator's time spent in resisting or responding to such allegation.
  - 5.5. No verbatim recording or transcript of the mediation will be made.

A handwritten signature consisting of two parts. The first part, "PM", is written in a cursive script above a stylized, swirling mark that resembles a large letter "J" or a checkmark. The second part, "JF", is written in a similar cursive script directly below the first.

**6. Rules of procedure**

- 6.1. The mediator will chair the mediation and will have the discretion to conduct the mediation in such manner as the mediator determines.
- 6.2. Each party undertakes to co-operate in good faith with the mediator in the conduct of the mediation.
- 6.3. The mediator may communicate with the parties orally or in writing, together or individually, and may convene a meeting or meetings at a venue to be determined by the mediator after consulting the parties.
- 6.4. The mediator will not adjudicate the dispute, nor make any decision which is binding upon the parties concerning the resolution of the dispute. The resolution of the dispute depends solely upon the parties achieving agreement, and any opinion expressed or recommendation made by the mediator during the proceedings, *mero motu* or at the request of the parties, will have no binding status.

**7. Exchange of information**

The parties may submit documentation to the mediator prior to the commencement of the proceedings. Should a party choose to disclose documentation in confidence to the mediator it shall clearly indicate in writing to the mediator the status of such documentation.

**8. Settlement Agreement**

Any settlement reached at the mediation will be on the record but will not be legally binding until it has been recorded in writing and signed by, or on behalf of, the parties other than the mediator.

**9. Termination****9.1. The mediation will terminate when:**

- 9.1.1. the mediator and the other party receive written notice from a party stating that that party withdraws from the mediation provided that no party may withdraw without first verbally notifying the mediator and the other parties and giving the mediator a reasonable opportunity to mediate on that party's continued participation in the mediation;



- 9.1.2. the mediator, at the discretion of the mediator, withdraws from the mediation and gives written notice to that effect to the parties stating that in the mediator's opinion there is no reasonable prospect of a settlement and is therefore terminating the mediation; or
  - 9.1.3. a written settlement agreement is concluded provided that the parties and the mediator may agree in writing to continue the mediation in respect of any part of the dispute that remains unsettled after the conclusion of the settlement agreement.
- 9.2. The mediator may also adjourn the mediation in order to allow parties to consider specific proposals, obtain further information or for any other reason which the mediator considers helpful in furthering the mediation process. The mediation will resume by agreement among the mediator and each of the parties.

#### **10. Legal status and governing law**

- 10.1. Any contemplated or existing litigation or arbitration or other formal proceeding in relation to the dispute may be started or continued despite the mediation unless the parties agree or a court orders otherwise.
- 10.2. This agreement is governed by the laws of South Africa and the courts of South Africa will have exclusive jurisdiction to decide any matters arising out of this agreement or the mediation.

#### **11. Exclusion of Liability**

The mediator is not liable to the parties for any act or omission arising out of or in connection with the mediation or the services provided by the mediator in relation to the mediation unless the act or omission is shown to have been in bad faith or fraudulent or involved wilful misconduct.

12. This agreement may be signed in separate counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. A counterpart of this agreement in telefax or e-mail form shall be conclusive evidence of the original signature and shall be as effective in law as the counterparts in original form showing the original signatures.

A set of three handwritten signatures in black ink. The first signature on the left appears to be 'PAW'. The second signature in the middle appears to be 'JF'. The third signature on the right appears to be 'DP'.

SIGNED AT *Bethanyview* ON THIS 17<sup>th</sup> DAY OF SEPTEMBER 2025

PETER ANDREW FAUCITT

SIGNED AT *Jacqueline* ON THIS

18<sup>th</sup> DAY OF SEPTEMBER 2025

JACQUELINE FAUCITT

SIGNED AT

ON THIS

18<sup>th</sup>

DAY OF SEPTEMBER 2025

DANIEL JAMES FAUCITT

*AM BD*

Keegan Elliott

"PF14"

**From:** Shenaaz Munga <smunga@ensafrica.com>  
**Sent:** Saturday, 30 August 2025 11:16  
**To:** keegan@elliottattorneys.co.za  
**Cc:** Carol Masego Makutu; Laurence Mort  
**Subject:** 0558631: URGENT - Peter Faucitt / Jacqueline Faucitt and others  
**Attachments:** 0558631 Elliott Attorneys 250829.pdf

Dear Keegan

Please see attached letter for your urgent attention.

Kind regards

Shenaaz Munga  
Executive  
Dispute Resolution  
+27 67 180 4706  
+27 11 269 7600  
smunga@ensafrica.com

[ENS locations](#)  
[UNsubscribe](#) | [Privacy Policy](#) | [Be Alert](#)

Before depositing funds, please call the person responsible for your matter to verify that the bank account you have on record is a legitimate bank account of ENS

Edward Nathan Sonnenbergs Incorporated registration number 2006/018200/21  
level 1 B-BBEE rating

WE FIND  
SOLUTIONS.  
WE THRIVE  
ON INGENUITY.

*ens*

This email contains confidential information. It may also be legally privileged. Interception of this email is prohibited. The information contained in this email is only for the use of the intended recipient. If you are not the intended recipient, any disclosure, copying and/or distribution of the content of this email, or the taking of any action in reliance thereon, or pursuant thereto, is strictly prohibited. Should you have received this email in error, please notify us immediately by return email. ENSafrica (ENS and its affiliates) shall not be liable if any variation is effected to any document or correspondence emailed unless that variation has been approved in writing by the attorney dealing with the matter.



The MARC Tower 1  
129 Rivonia Road Sandton  
Johannesburg South Africa 2196  
P O Box 783347 Sandton South Africa 2146  
Docex 152 Randburg  
tel +2711 269 7600  
info@ENSAfrica.com  
ENSAfrica.com

Elliott Attorneys  
By email: [keegan@elliotattorneys.co.za](mailto:keegan@elliotattorneys.co.za)

0558631 | Ms Munga | Ms Makutu      our ref  
29 August 2025      your ref  
    date

Dear Sirs

**Peter Andrew Faucitt / Jacqueline Faucitt, Daniel James Faucitt and others – Case No.: 2025/137857**

1. We refer to the above matter and confirm that we act on behalf of Jacqueline Faucitt and Daniel James Faucitt ("our clients").
2. We are instructed as follows:
  - 2.1. On Friday, 22 August 2025, and by way of sheriff, an *ex parte* application together with an order granted on 19 August 2025 was served on our clients at their respective homes.
  - 2.2. The court order interdicted and restrained our clients from, *inter alia*:
    - 2.2.1. dealing with the business of the four entities cited in the application as the third to sixth respondents ("affected entities"); and
    - 2.2.2. transacting on and dealing in any way with the banking accounts of the affected entities.
  - 2.3. Our clients are complying with the court order. There are two cards in possession of Jacqueline. Jacqueline has not used either of the cards and will not do so in accordance with the court order. To the extent that your offices require the cards to be handed over, please let us know and we will arrange a convenient date and time for collection of the cards. For good order, we further record that your client granted a company loan to Jacqueline in order for our clients to pay their legal fees. This agreement was reached on Tuesday, 26 August 2025.

- 2.4. The service of the application and court order came as a shock to our clients who were unaware that such drastic and far-reaching steps had been taken by your client. Jacqueline, in particular, was disappointed by the course of action taken by her husband given that she had specifically discussed with your client and requested that an audit be undertaken into the financials of the affected entities.
  - 2.5. Following service of the application, Jacqueline sought to discuss the reasons why your client took such drastic action as he was present at the marital home at the time of the service of the application and order. Unfortunately, this conversation was fruitless and resulted in your client leaving the marital home.
  - 2.6. On 27 August 2025, your client returned to the marital home where he continues to live with Jacqueline.
3. We have had an opportunity to consider the papers and consult with our clients. Whilst we hold instructions to oppose your client's application, we believe that it is imperative to highlight that the parties involved in the dispute are husband and wife, and father and son. At the core of the dispute is a familial relationship between the parties that is in jeopardy.
  4. Moreover, the affected entities and the RegimA brand, which our respective clients have devoted significant time, effort and resources to, stand to be damaged by the ongoing court proceedings (which are a matter of public record).
  5. Our clients' intention is to preserve the familial relationship and to ensure the continued success of the affected entities. There is a real risk that having our respective clients embroiled in protracted legal processes will further damage the familial relationships (which are already strained) and cause the affected entities harm. Whilst our clients remain of the view that approaching a court was a drastic step, our clients' main focus is to ensure the continued success of the RegimA brand.
  6. In an effort to give effect to the above, our clients are prepared to mediate the dispute. For the avoidance of doubt, we are instructed to record that our clients have no difficulty with a forensic audit being conducted in relation to the affected entities and all related parties who play a role in the businesses.
  7. Accordingly, we are instructed to propose, as we hereby do, that the dispute between the parties be referred to mediation before an independent and registered mediator.
  8. Insofar as your client contends that a mediation process may result in him being prejudiced, we highlight that:
    - 8.1. If the version contained in your client's founding affidavit is true, he values the affected entities and will take all steps in the affected entities' best interests. This is a common intention of our

respective clients and there is a real possibility that the disputes can be amicably resolved; and

- 8.2. Even if each of the disputes forming the basis of the court papers are not resolved, a mediation may result in issues being curtailed to ensure that only the legitimate disputes between the parties are brought before the High Court.
9. If your client is amenable to mediating the disputes, we propose that:
  - 9.1. The mediation be held as soon as practicably possible;
  - 9.2. The application be held in abeyance pending the outcome of the mediation; and
  - 9.3. In the interim, our clients will abide by the court order insofar as it relates to them.
10. Given the alleged urgency attached to your client's application, we will appreciate receiving your response by close of business on 1 September 2025.
11. All our client's rights remain reserved.

Yours faithfully

**Edward Nathan Sonnenbergs**

This is an electronic transmission and is therefore unsigned.

## **Keegan Elliott**

---

**From:** Keegan Elliott <keegan@elliottattorneys.co.za>  
**Sent:** Tuesday, 02 September 2025 15:35  
**To:** 'Shenaaz Munga'  
**Cc:** 'Carol Masego Makutu'; 'Laurence Mort'  
**Subject:** RE: 0558631: URGENT - Peter Faucitt / Jacqueline Faucitt and others  
**Attachments:** KF0019 Letter to Opp 02.09.2025.pdf

Good day,

Kindly find attached hereto our correspondence.

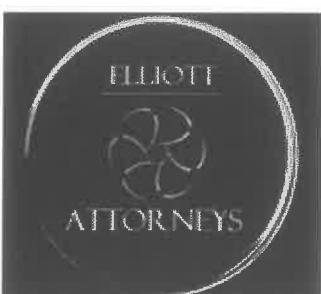
We thank you, once again, for the collegiality of providing the relevant extension to today.

Kind regards.

**Keegan R. Elliott**

**(LLB) Attorney/Legal Practitioner**

Director



**Elliott Attorneys Inc**

Tel: 012 012 5067

Cell: 081 740 2130

Fax: 012 012 5068

Web: [www.elliottattorneys.co.za](http://www.elliottattorneys.co.za)

Address: Office 12, Garsfontein Office Park, 645 Jacqueline Drive, Garsfontein, Pretoria

Postal: Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

Kindly add our email addresses and/or domain to your 'safe senders' list, in order to prevent any vital information being routed to your spam folder.

The content of this email, as well as the attachments thereto, are confidential in nature and only intended for the specified recipients thereof. Should you receive this email in error, kindly notify our office immediately, and delete the email if the same was received in error – kindly refrain from reading same. This email is not to be copied, reproduced, or disseminated in any way. The content hereof, and/or of any attachments hereto is proprietary in nature, confidential, and may be subject to attorney client privilege. Elliott Attorneys cannot ensure that this email has remained virus free. Elliott Attorneys cannot ensure that this email has remained free of errors, and can further not guarantee that the same has remained free of interference. To confirm any content, kindly contact Elliott Attorneys. Elliott Attorneys, and its representatives, do not accept responsibility for any loss arising from unauthorised access to, or interference with, any Internet communications by any third party, or from the transmission of any viruses, if any. Any information in this e-mail or its attachments is a result of the views of the author thereof, wherefore no liability will pass to Elliott Attorneys. Under the Protection of Personal Information Act ("POPIA"), we have a general duty to protect the information we process. We are committed to ensuring the security and protection of the

personal information processed by Elliott Attorneys , however, cannot be held liable due to data breaches and/or information 'leakages' of whatsoever nature through the use of third parties, whom hold their own responsibility in terms of complying with POPIA. Third parties may include, but are not limited, to email service providers and exchanges, over which we carry no control.

**KINDLY NOTE THAT OUR TRUST ACCOUNT DETAILS REMAIN UNCHANGED. SHOULD ANY SUCH CORRESPONDENCE BE RECEIVED, KINDLY CONTACT OUR OFFICE TELEPHONICALLY TO CONFIRM THE VERACITY THEREOF.**

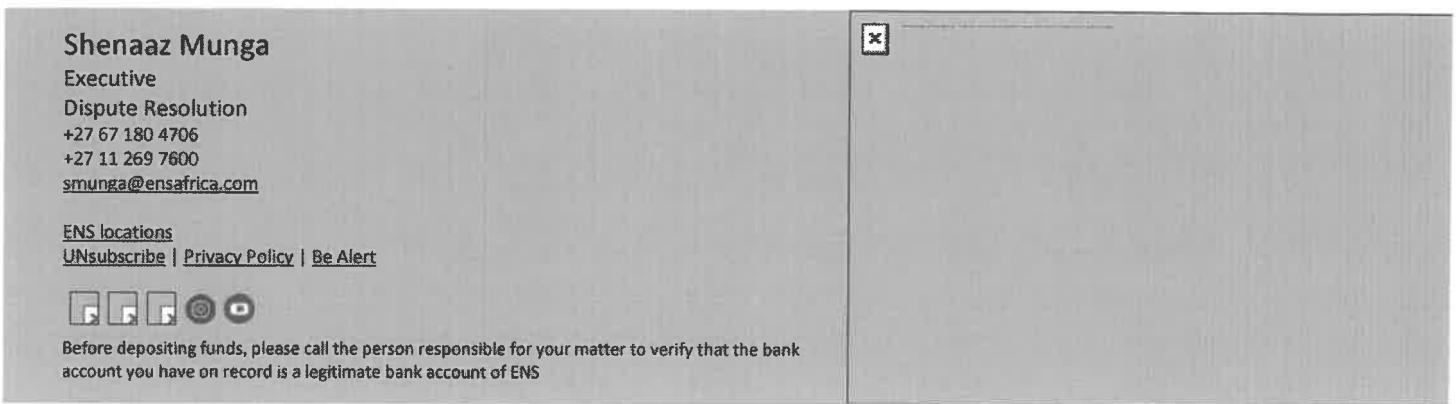
---

**From:** Shenaaz Munga <smunga@ensafrica.com>  
**Sent:** Saturday, 30 August 2025 11:16  
**To:** keegan@elliottattorneys.co.za  
**Cc:** Carol Masego Makutu <cmakutu@ensafrica.com>; Laurence Mort <lmort@ensafrica.com>  
**Subject:** 0558631: URGENT - Peter Faucitt / Jacqueline Faucitt and others

Dear Keegan

Please see attached letter for your urgent attention.

Kind regards



**Shenaaz Munga**  
Executive  
Dispute Resolution  
+27 67 180 4706  
+27 11 269 7600  
[smunga@ensafrica.com](mailto:smunga@ensafrica.com)

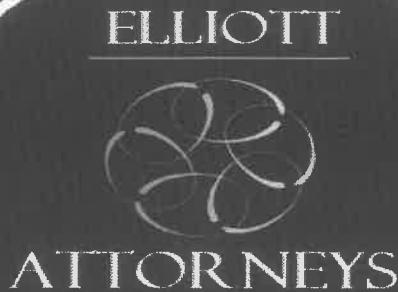
[ENS locations](#) | [UNsubscribe](#) | [Privacy Policy](#) | [Be Alert](#)

Before depositing funds, please call the person responsible for your matter to verify that the bank account you have on record is a legitimate bank account of ENS



 Edward Nathan Sonnenbergs Incorporated registration number 2006/018200/21  
level 1 B-BBEE rating

This email contains confidential information. It may also be legally privileged. Interception of this email is prohibited. The information contained in this email is only for the use of the intended recipient. If you are not the intended recipient, any disclosure, copying and/or distribution of the content of this email, or the taking of any action in reliance thereon, or pursuant thereto, is strictly prohibited. Should you have received this email in error, please notify us immediately by return email. ENSafrica (ENS and its affiliates) shall not be liable if any variation is effected to any document or correspondence emailed unless that variation has been approved in writing by the attorney dealing with the matter.



Incorporated

2018/091814/21

Address: Office 12, Garsfontein Office Park  
645 Jacqueline Drive  
Garsfontein  
Pretoria  
  
Tel/Fax: 012 012 5067 / 012 012 5068  
Email: [keegan@elliottattorneys.co.za](mailto:keegan@elliottattorneys.co.za)  
Website: <http://www.elliottattorneys.co.za>

Our Ref: KRE/KF0019

Your Ref:

Date: 02/09/2025

---

To: Edward Nathan Sonnenbergs Attorneys

Per Email: [smunga@ensafrica.com](mailto:smunga@ensafrica.com)

Dear Sir,

**"Without Prejudice"**

**RE: FAUCITT // FAUCITT & OTHERS**

The above-mentioned matter refers, as well as all correspondence exchanged between our office and yourself.

We wish to confirm receipt of your correspondence dated 29 August 2025.

We confirm that the content thereof has been noted, and advise that any aspect thereof not addressed herein, should be deemed denied – our client's rights remain reserved to address same in the appropriate forum or form, if necessitated.

---

Director: KR ELLIOTT

(LLB)

Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

We thank you for the undertaking as pertains to your clients' present, and future, compliance with the order.

We are amenable to the cards in question being kept in your possession, should your clients be amenable thereto – we look forward to your advices in this regard.

Our client also wishes to save the *inter alia* familial relationship, but acted, as we trust your client's will agree, in the best interests of the entities at the time.

Our client raises no prejudice with mediation, as suggested.

We are accordingly in agreement with paragraph 9 of your correspondence with some pre-requisites thereto.

Our client has advised that there is worrying conduct, not only on behalf of the entities, but due to the familial relationship, which we touch on as follows:

1. As pertains to our client's wife, our client has advised that she has been *inter alia* forgetful of late, to include not being able to recollect the undersigning of certain documentation and the like;
  
2. As pertains to our client's son, our client has advised that he has noticed an unexplainable change in behaviour as of late.

Out of an abundance of care for your clients, and the entities that the parties are related to, our client suggests as follows:

1. That the parties agree to mediation, to be held as soon as possible, as suggested;
2. That the application be held in abeyance, pending the outcome of the mediation;
3. That your client's abide by the order in the *interim*;
4. That your client (Mrs Faucitt) be assessed by a Neurologist as pertains to *inter alia* her memory, and a report or clinical note be provided with regards thereto;
5. That your client (Mr Faucitt) attend to a relevant laboratory for drug screening (specifically a hair follicle test), and that such report be provided;

Our client, in the interests of fairness, is willing to submit to the same testing and/or assessments.

We look forward to your soonest advices herein, along with your suggestions of a mediator.

We further suggest that we, the legal representatives, meet with the mediator first, in an effort to finalise the matter, by failure of which, the parties are to do so – this should alleviate undue stress on the familial relationship.

---

Director: **KR ELLIOTT**

(LLB)

Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

We look forward to your favourable response.

We confirm that our client's rights herein remain reserved.

Kind regards,

**ELLIOTT ATTORNEYS**

(Dictated but not perused)

---

Director: **KR ELLIOTT**

(LLB)

Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

## Keegan Elliott

---

**From:** Shenaaz Munga <smunga@ensafrica.com>  
**Sent:** Wednesday, 03 September 2025 18:49  
**To:** Keegan Elliott  
**Cc:** Carol Masego Makutu; Laurence Mort  
**Subject:** Re: 0558631: URGENT - Peter Faucitt / Jacqueline Faucitt and others  
**Attachments:** 0558631 Elliott Attorneys 250903.pdf

Dear Keegan

Please see attached.

Kind regards

Shenaaz Munga

Executive  
Dispute Resolution  
+27 67 180 4706  
+27 11 269 7600  
smunga@ensafrica.com

[ENS locations](#)  
[Unsubscribe](#) | [Privacy Policy](#) | [Be Alert](#)



Before depositing funds, please call the person responsible for your matter to verify that the bank account you have on record is a legitimate bank account of ENS

WE FIND  
SOLUTIONS.  
WE THRIVE  
ON INGENUITY.

[ENSAfrica email disclaimer](#)

---

**From:** Keegan Elliott <keegan@elliottattorneys.co.za>  
**Date:** Tuesday, 02 September 2025 at 15:37  
**To:** Shenaaz Munga <smunga@ensafrica.com>  
**Cc:** Carol Masego Makutu <cmakutu@ensafrica.com>, Laurence Mort <lmort@ensafrica.com>  
**Subject:** RE: 0558631: URGENT - Peter Faucitt / Jacqueline Faucitt and others

**CAUTION:** This email originates from outside ENS. Do not click links or open attachments unless you recognise the sender and know the content is safe. If in doubt please contact [IT@ensafrica.com](mailto:IT@ensafrica.com).

---

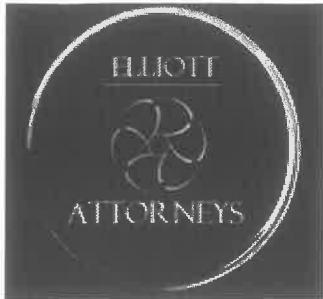
Good day,

Kindly find attached hereto our correspondence.

We thank you, once again, for the collegiality of providing the relevant extension to today.

Kind regards.

**Keegan R. Elliott**  
**(LLB) Attorney/Legal Practitioner**  
Director



## Elliott Attorneys Inc

Tel: 012 012 5067

Cell: 081 740 2130

Fax: 012 012 5068

Web: [www.elliottattorneys.co.za](http://www.elliottattorneys.co.za)

Address: Office 12, Garsfontein Office Park, 645 Jacqueline Drive, Garsfontein, Pretoria

Postal: Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

Kindly add our email addresses and/or domain to your 'safe senders' list, in order to prevent any vital information being routed to your spam folder.

The content of this email, as well as the attachments thereto, are confidential in nature and only intended for the specified recipients thereof. Should you receive this email in error, kindly notify our office immediately, and delete the email if the same was received in error – kindly refrain from reading said email. This email is not to be copied, reproduced, or disseminated in any way. The content hereof, and/or of any attachments hereto is proprietary in nature and confidential, and may be subject to attorney client privilege. Elliott Attorneys cannot ensure that this email has remained virus free. Elliott Attorneys cannot ensure that this email has remained free of errors, and can further not guarantee that the same has remained free of interference. To confirm any content, kindly contact Elliott Attorneys. Elliott Attorneys, and its representatives, do not accept responsibility for any loss arising from unauthorized access to, or interference with, any Internet communications by any third party, or from the transmission of any viruses, if any. Any information in this mail or its attachments is a result of the views of the author thereof, wherefore no liability will pass to Elliott Attorneys. Under the Protection of Personal Information Act ("POPIA"), we have a general duty to protect the information we process. We are committed to ensuring the security and protection of the personal information processed by Elliott Attorneys, however, cannot be held liable due to data breaches and/or information 'leakages' of whatsoever nature through the use of third parties, whom hold their own responsibility in terms of complying with POPIA. Third parties may include, are not limited, to email service providers and exchanges, over which we carry no control.

**KINDLY NOTE THAT OUR TRUST ACCOUNT DETAILS REMAIN UNCHANGED. SHOULD ANY SUCH CORRESPONDENCE BE RECEIVED, KINDLY CONTACT OUR OFFICE TELEPHONICALLY TO CONFIRM THE VERACITY THEREOF.**

---

**From:** Shenaaz Munga <smunga@ensafrica.com>  
**Sent:** Saturday, 30 August 2025 11:16  
**To:** keegan@elliottattorneys.co.za  
**Cc:** Carol Masego Makutu <cmaikutu@ensafrica.com>; Laurence Mort <lmort@ensafrica.com>  
**Subject:** 0558631: URGENT - Peter Faucitt / Jacqueline Faucitt and others

Dear Keegan

Please see attached letter for your urgent attention.

Kind regards

**Shenaaz Munga**

Executive

Dispute Resolution

+27 67 180 4706

+27 11 269 7600

[smunga@ensafrica.com](mailto:smunga@ensafrica.com)

**ENS locations**

[UNsubscribe](#) | [Privacy Policy](#) | [Be Alert](#)



Before depositing funds, please call the person responsible for your matter to verify that the bank account you have on record is a legitimate bank account of ENS

Edward Nathan Sonnenbergs Incorporated registration number 2006/018200/21  
level 1 B-BBEE rating

This email contains confidential information. It may also be legally privileged. Interception of this email is prohibited. The information contained in this email is only for the use of the intended recipient. If you are not the intended recipient, any disclosure, copying and/or distribution of the content of this email, or the taking of any action in reliance thereon, or pursuant thereto, is strictly prohibited. Should you have received this email in error, please notify us immediately by return email. ENSafrica (ENS and its affiliates) shall not be liable if any variation is effected to any document or correspondence emailed unless that variation has been approved in writing by the attorney dealing with the matter.



The MARC Tower 1  
129 Rivonia Road Sandton  
Johannesburg South Africa 2196  
P O Box 783347 Sandton South Africa 2146  
Docex 152 Randburg  
tel +2711 269 7600  
info@ENSafrica.com  
ENSafrica.com

Elliott Attorneys  
By email:  
[keegan@elliottattorneys.co.za](mailto:keegan@elliottattorneys.co.za)

0558631 | Ms Munga | Ms Makutu      our ref  
3 September 2025      your ref  
date

Dear Sirs

**Peter Andrew Faucitt / Jacqueline Faucitt, Daniel James Faucitt and others – Case No.: 2025/137857**

1. Thank you for your letter dated 3 September 2025.
2. In principle, our clients agree to subjecting themselves to the tests requested by your client on condition that your client undergoes similar testing. We are, however, instructed to highlight that our clients do not believe that the tests are required but as a demonstration of their *bona fides*, they will undergo the necessary testing.
3. The immediate focus should be the forensic audit. This can be discussed further during the mediation.
4. We propose that the parties approach Charles Nupen to mediate the dispute. If you are in agreement, we will write to Mr Nupen to enquire about his availability for a mediation to be held early next week. Do you have any difficulty with this? Please also let me know whether you are comfortable for the mediation to be held at our offices (The MARC | Tower 1, 129 Rivonia Road, Sandton). Our respective clients will then not incur the costs associated with venue hire.
5. Insofar as the attendees for the mediation are concerned, our preference is for our clients to be present. This enables us to quickly take instructions and potentially conclude a settlement agreement. In an attempt to avoid an acrimonious environment, we will arrange for separate boardrooms to be booked and unless requested by the mediator, our clients do not need to be in the same room.
6. This should not be regarded as an exhaustive response to your letter. Our clients' rights to respond more fully, if it becomes necessary to do so, are reserved.

7. All our clients' rights remain reserved.

Yours faithfully

**Edward Nathan Sonnenbergs**

This is an electronic transmission and is therefore unsigned.

"PF15"

**SETTLEMENT AGREEMENT**

**between**

**PETER ANDREW FAUCITT**  
(Identity Number: 5204305708185)

**and**

**JACQUELINE FAUCITT**  
(Identity Number: 5706070898181)

**and**

**DANIEL JAMES FAUCITT**  
(Identity Number: 8207155300182)

**(Together "the Parties")**



## **1. Introduction**

- 1.1. Peter Faucitt obtained an *ex parte* order against Jacqueline Faucitt and Daniel Faucitt under case no: 2025-137857. A number of disputes arise in relation to the order and the relief sought in respect of part B of the proceedings under case no: 2025-137857.
- 1.2. The parties have agreed to settle in good faith the disputes which exist between them on the basis set out below, which, subject to further agreement, does not finalise the aforesaid proceedings.

## **2. Settlement**

- 2.1. The parties agree to undergo the following medical assessments:
  - 2.1.1. Jacqueline Faucitt shall undergo a psychiatric evaluation, which evaluation will commence by no later than 15 October 2025;
  - 2.1.2. Daniel Faucitt shall undergo drug screening (specifically a hair follicle test) by no later than 5 October 2025 and a psychiatric evaluation, which evaluation will commence by no later than 15 October 2025, and
  - 2.1.3. Peter Faucitt shall undergo drug screening (specifically a hair follicle test) by no later than 5 October 2025 and a psychiatric evaluation, which evaluation will commence by no later than 15 October 2025.
- 2.2. The parties agree to undergo any further tests/assessments and/or treatments that may be directed by the psychiatric professional.
- 2.3. The service providers and/or medical professionals to conduct the tests set out in clause 2.1 above will be jointly agreed to by the parties' attorneys.
- 2.4. By failure of such agreement, the attorneys' for the parties shall request the appointment of such expert by the Gauteng Family Law Forum, and shall be bound to the appointment made in terms thereof.
- 2.5. The reports prepared by the medical professionals will be provided to the parties' attorneys.
- 2.6. The costs of these medical assessments shall be borne by each party individually.

## **3. Costs**

- 3.1. Save for the costs referred to in paragraph 2.6 above, each party will bear their own costs.

## **4. Confidentiality**



The parties agree:

- 4.1. To keep the contents of this settlement agreement and the reports produced pursuant to the medical testing set out in clause 2 above confidential; and
- 4.2. Not to disclose, communicate or otherwise make public the details of the settlement to any third party, without the parties' written consent, which consent will not be unreasonably withheld, *alternately* as may be required for any party to uphold their rights.

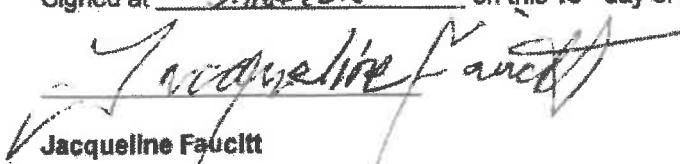
**5. General**

- 5.1. This settlement agreement constitutes the sole agreement regarding the subject matter hereof (as pertains to the testing required of the parties) and no amendment or variation shall be of any force or effect unless reduced to writing and signed by all the parties.
- 5.2. No party will be bound by any express, implied or tacit term, representation, warranty or promise or the like not recorded in writing in this settlement agreement.
- 5.3. The parties are not entitled to cede any of their rights or delegate any of their obligations under this settlement agreement.
- 5.4. The rule of interpretation that, in the event of ambiguity, this settlement agreement must be interpreted against the party responsible for drafting the settlement agreement does not apply.
- 5.5. This settlement agreement may be executed in counterparts, each of which will be an original and which together constitute the same agreement.

Signed at SANDON on this 18<sup>th</sup> day of September 2025.

  
Peter Andrew Faucitt

Signed at SANDON on this 18<sup>th</sup> day of September 2025.

  
Jacqueline Faucitt 

Signed at SANDTON on this 18<sup>th</sup> day of September 2025.

  
Daniel James Faucitt

  
John H. Doe

"PF16"

**SETTLEMENT AGREEMENT**

**between**

**PETER ANDREW FAUCITT**  
(Identity Number: 5204305708185)

**and**

**JACQUELINE FAUCITT**  
(Identity Number: 5706070898181)

**and**

**DANIEL JAMES FAUCITT**  
(Identity Number: 8207155300182)

**(Together "the Parties")**



## 1. Introduction

- 1.1. Peter Faucitt obtained an *ex parte* order against Jacqueline Faucitt and Daniel Faucitt under case no: 2025-137857. A number of disputes arise in relation to the order and the relief sought in respect of part B of the proceedings under case no: 2025-137857.
- 1.2. The parties have agreed to settle in good faith the disputes which exist between them on the basis set out below.
- 1.3. The parties agree to remain bound by the terms of the aforesaid order of Court until such a time as same is set aside or agreement is reached with regards to the finalisation of the aforesaid matter.

## 2. Settlement

### 2.1. Forensic investigation

- 2.1.1. The parties jointly agree that Forvis Mazars will be appointed to conduct a forensic investigation into the financial affairs of the third to sixth respondents in case number 2025-137857.
- 2.1.2. The parties' attorneys of record will jointly finalise the terms of reference, which will include but are not limited to:
  - 2.1.2.1. Interviews being held with Peter Faucitt, Daniel Faucitt, Jacqui Faucitt, Rynette Farrar and any other role players identified by the investigators;
  - 2.1.2.2. The investigation will address aspects relating to the IT payments processed from the accounts of the third to sixth respondents, misappropriation of funds and procurement concerns; and
  - 2.1.2.3. The investigation being concluded without any delay.
- 2.1.3. The costs of the forensic investigation are to be borne by the third to sixth respondents.

### 2.2. Transaction process

- 2.2.1. Pending the conclusion of the forensic investigation, the process for transfer of any funds or transactions in respect of the accounts of the third to sixth respondents shall take place as follows:



- 2.2.1.1. Peter Faucitt will, prior to giving effect to any transfer of funds or transactions on the accounts of the third to sixth respondents, Peter Faucitt will send an email to Jacqueline and Daniel Faucitt specifying the nature of the transaction, value of and brief description for the transaction; and
- 2.2.1.2. Jacqueline and Daniel Faucitt reserve their rights in relation to any such transactions effected during this period.

2.3. Reimbursement of payments

- 2.3.1. Peter Faucitt, through the third to sixth respondents, as the case may be, undertakes to reimburse Daniel Faucitt for all *bona fide* business-related transactions which he has incurred in his personal capacity from 7 June 2025 to date.
- 2.3.2. Daniel Faucitt will prepare a schedule setting out the date, value and brief description of the transaction, along with supporting documents and/or invoices
- 2.3.3. The reimbursement will take place within seven (7) business days of receipt of the schedule and documentation referred to in paragraph 2.3.3 above.

2.4. Processing of business-related payments

- 2.4.1. Peter Faucitt (through the third to sixth respondents) agrees to effect payment of the SAGE account of the third respondent.
  - 2.4.2. The parties hereby acknowledge that the reference to "registered owner" does not indicate any proprietary interest in the third respondent and is merely a term used by the service provider.
  - 2.4.3. All other business expenses which have not been paid will be identified by Daniel and/or Jacqui Faucitt and provided to Peter Faucitt who will then arrange payment of such expenses, from and on behalf of the relevant entity, and subject to the provision of supporting documentation and/or invoices therefore
- 2.5. Upon receipt of the forensic investigator's written report, these mediation proceedings shall reconvene for the purposes of discussing and effecting the forensic investigator's findings and written recommendations, together with any other issues that flow from the forensic investigation report.

A handwritten signature in black ink, appearing to read "Jacqueline and Daniel Faucitt". The signature is fluid and cursive, with "Jacqueline" and "Daniel" being the first names and "Faucitt" being the last name.

- 2.6. Pending the mediation referred to in paragraph 2.5 above, the time periods for the filing of further papers in respect of the proceedings under case number 2025-137857 remain suspended, as the proceedings remain pending.
- 2.7. Insofar as the court order dated 19 August 2025 under case number 2025-137857 is concerned, the parties agree that paragraph 2.8.3 will be read as follows:

*"are interdicted and directed to answer all questions put to them in regard to the forensic investigation and the experts appointed by the forensic investigators, honestly and forthrightly"*

- 2.8. This shall not preclude any party from approaching a Court for any appropriate or necessary relief.

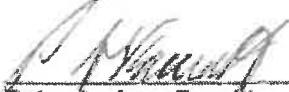
### 3. Costs

- 3.1. Save for the costs referred to in paragraph 2.1.3 above, each party will bear their own costs.

### 4. General

- 4.1. This settlement agreement constitutes the sole agreement regarding the subject (subject to any further agreement entered into between the parties) matter hereof and no amendment or variation shall be of any force or effect unless reduced to writing and signed by all the parties.
- 4.2. No party will be bound by any express, implied or tacit term, representation, warranty or promise or the like not recorded in writing in this settlement agreement.
- 4.3. The parties are not entitled to cede any of their rights or delegate any of their obligations under this settlement agreement.
- 4.4. The rule of interpretation that, in the event of ambiguity, this settlement agreement must be interpreted against the party responsible for drafting the settlement agreement does not apply.
- 4.5. This settlement agreement may be executed in counterparts, each of which will be an original and which together constitute the same agreement.

Signed at SANDOWN on this 18<sup>th</sup> day of September 2025.

  
Peter Andrew Fauci



Signed at SANDTON on this 18<sup>th</sup> day of September 2025.

Jacqueline Faucitt

Signed at SANDTON on this 18<sup>th</sup> day of September 2025.

Daniel James Faucitt

M. J. F.

"PF17"

Keegan Elliott

**Subject:**

**Attachments:**

FW: KF0019 - FW: ALCOHOL & DRUG TESTING PRICING AND INFORMATION  
12 PANEL TEST CUP Breakdown SAMDT.pdf; P1 - SAMDT CLIENT DONOR CAPTURE  
2025.pdf; P2 - SAMDT\_TEST\_REQUIRED\_2025.pdf; 2025 - HFT (Hair only) 5.pdf;  
SAMDT - STANDARD OPS Hair Urine PROCEDURES EDP Corp 25.pdf; SAMDT  
Omega Hair ETG Alco Drugs 2025.pdf

**From:** [eugene@samobiledrugtesting.co.za](mailto:eugene@samobiledrugtesting.co.za) <[eugene@samobiledrugtesting.co.za](mailto:eugene@samobiledrugtesting.co.za)>

**Sent:** Tuesday, 23 September 2025 14:15

**To:** [CANDIDATE@ELLIOTTATTORNEYS.CO.ZA](mailto:CANDIDATE@ELLIOTTATTORNEYS.CO.ZA)

**Cc:** [ACCOUNTS@SAMOBILEDRTGTESTING.CO.ZA](mailto:ACCOUNTS@SAMOBILEDRTGTESTING.CO.ZA); [LEGAL@SAMOBILEDRTGTESTING.CO.ZA](mailto:LEGAL@SAMOBILEDRTGTESTING.CO.ZA) <[LEGAL@SAMOBILEDRTGTESTING.CO.ZA](mailto:LEGAL@SAMOBILEDRTGTESTING.CO.ZA)>

**Subject:** ALCOHOL & DRUG TESTING PRICING AND INFORMATION

Good day,

Thank you for your enquiry, we are attaching the information as requested.

- (i) Takes 2 weeks to get results from USA Lab – If applicable to your situation.
- (ii) DHL Waybill is supplied and can be used in Court (Compliance) – If applicable to your situation.
- (iii) We do short term urine screen 12 panel rapid results + Full short-term report result.
- (iv) Hair 90 Days subject to length of hair length which is 3.86cm long and the hair should not be adulterated ( dyed, cut, etc ).
- (v) PRIVATE & CONFIDENTIAL SERVICE.
- (vi) Do you have Attorneys (His) & (Hers).
- (vii) We will communicate with legal team.
- (viii) If the party refuses, we cover that as well – Refusal Document.
- (ix) Same sex observer is extra R450.00.

Kind regards,

Eugene DU PLESSIS

CEO | DIRECTOR



For & on behalf of SA Mobile Drug Testing (PTY) Ltd

MOBILE / WHATSAPP | +27 (0) 83-226-7273

E-MAIL | [eugene@samobiledrugtesting.co.za](mailto:eugene@samobiledrugtesting.co.za)

WEBSITE | <https://samobiledrugtesting.co.za>



ALL Major Cities and Surrounding Areas | Western Cape -- Eastern Cape -- Gauteng -- Kwa-Zulu Natal



**DISCLAIMER** | This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed.

If you are not the intended recipient or person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, disseminating, forwarding, printing, is strictly prohibited.

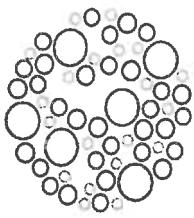
If you have received the e-mail in error, please notify the sender.

## The SAMDT 12 panel Rapid Point-of-Care Diagnostics – Urine Screening:

Substance	Abbreviation	Cut off level µg/ml	Common names and slang names	Legal/ Illegal	Comment
Amphetamines	AMP	1000	This group includes Ritalin and Adderall used to treat health problems such as obesity, narcolepsy, or attention deficit hyperactivity disorder (ADHD)	Legal On prescription Illegal without	Used to get high or improve performance. In this case, they are known as street, or recreational drugs, and using them can lead to addiction
Morphine	MOP	300	Morphine is a pain medication of the opiate family that is found naturally in a dark brown, resinous form, from the poppy plant.	Legal On Prescription Illegal without	It can be taken orally or injected; it is also often smoked.
Cocaine	COC	300	Cocaine is a tropane alkaloid and stimulant drug obtained primarily from the leaves of two coca species, Erythroxylum coca and Erythroxylum novogranatense	Illegal Prohibited	It is most commonly used as a recreational drug and euphoriant
Cannabis	THC	50	Cannabis plants produce a group of chemicals called cannabinoids, which generate mental and physical effects when consumed. Common names of the many names include Dagga, Hashish, Marijuana, Ganja	Illegal in general Legalised for personal use at own house in terms of Western Cape High Court Decision	Cannabis is a popular recreational drug around the world, only, behind alcohol, caffeine, and tobacco. In the United States alone, it is believed that over 100 million Americans have tried cannabis, with 25 million Americans having used it within the past year.
Methamphetamines	MET	500	Is a potent central nervous system (CNS) stimulant that is mainly used as a recreational drug and less commonly as a second-line treatment for attention deficit hyperactivity disorder and obesity.	Illegal	Other names include base, crystal, d-meth, fast, glass, ice, meth, speed, whiz.
Ketamine	KET	1000	Ketamine is a medication primarily used for starting and maintaining anaesthesia. It induces dissociative anaesthesia, a trance-like state providing pain relief, sedation, and amnesia. Special K, K, ket, kitkat, super k or horse trunk.	Legal On prescription Illegal without	Ketamine is used by medical practitioners and veterinarians as an anaesthetic. It is sometimes used illegally by people to get high.

<b>Methylenedioxymethamphetamine</b>	MD MA	500	Commonly known as ecstasy E, or molly, is a psychoactive drug primarily used for recreational purposes.	Illegal	MDMA is commonly associated with dance parties, raves, and electronic dance music. It may be mixed with other substances such as ephedrine, amphetamine, and methamphetamine
<b>Barbiturates</b>	BAR	300	Drugs that acts as a central nervous system depressant. Barbiturates are effective as anxiolytics, hypnotics, and anticonvulsants. Slang terms for barbiturates include barbs, barbies, bluebirds, dolls, wall-bangers, yellows, downers, goofballs, sleepers, 'reds & blues', and tooties.	Legal On prescription Illegal without	Used for various purposes: in general anaesthesia, epilepsy, treatment of acute migraines or cluster headaches, acute tension headaches, euthanasia, capital punishment, and assisted suicide.
<b>Methadone</b>	MTD	300	Sold under the brand names Dolophine and Methadose among others, is a synthetic opioid agonist used for opioid maintenance therapy in opioid dependence and for chronic pain management	Legal On Prescription Illegal without	It is on the World Health Organization's List of Essential Medicines, the safest and most effective medicines needed in a health system. In 2013, about 41,400 kilograms were manufactured globally. It is regulated similarly to other narcotic drugs.
<b>Benzodiazepine</b>	BZO	300	Some common forms: Diazepam (Valium®) Clonazepam (Klonopin®) Alprazolam (Xanax®) Triazolam (Halcion®) Estazolam (Prosom®)	Legal On Prescription Illegal without	Benzos Central Nervous System (CNS) depressants are medicines that include sedatives, tranquilizers, and hypnotics. These drugs can slow brain activity, making them useful for treating anxiety, panic, acute stress reactions, and sleep disorders.
<b>Tramadol</b>	TML	100	Tramadol, sold under the brand name Ultram among others, is an opioid pain medication used to treat moderate to moderately severe pain. When taken by mouth in an immediate-release formulation, the onset of pain relief usually begins within an hour. It is also available by injection.	Legal On Prescription Illegal without	Tramadol is a strong painkiller. It is used to treat moderate to severe pain, for example after an operation or a serious injury. It is also used to treat long-standing pain when weaker painkillers no longer work.
<b>Opiates</b>	OPI	2000	Opiate is a term classically used in pharmacology to mean a substance derived from opium	Legal On prescription Illegal without Heroin Illegal	The major psychoactive opiates are morphine, codeine, and thebaine and heroin

**A POS/NON-NEG result indicates that a drug was identified at a level equal to or greater than the above listed cut off levels.**



# SA MOBILE DRUG TESTING

Land - Sea - Air



## CLIENT / DONOR CAPTURE

OFFICIAL DONOR SUBSTANCE TESTING FACILITATION & ACCEPTANCE  
PRIVATE & CONFIDENTIAL

12xP URINE  YES 12xP EtG URINE  YES HAIR FOLLICLE  YES  NO ALCOHOL BREATHALYSER  YES  NO

**RAPID | DOA URINE SCREENING CUP - SAMHSA & ISO 9001/13485 ACCREDITATION CH**  
12 MULTI PANEL - AMP - **BAR** - BZO - COC - KET - MET - MDMA - **MOP** - MTD - OPI - THC - TML  
12 EtG MULTI PANEL - **EtG** - AMP - BZO - COC - KET - MET - MDMA - **MQL** - MTD - OPI - THC - TML

Requested by:	Requesting Party:		
	Tel No:	How many people to be tested? <input type="checkbox"/> Gender-TOTAL <input type="checkbox"/> M <input type="checkbox"/> F	
	E-mail:		
	Town/Suburb:		
	Business Name:	Department	

Reason for test	Pvt <input type="checkbox"/>	Legal <input type="checkbox"/>	HR <input type="checkbox"/>	Civil <input type="checkbox"/>	Criminal <input type="checkbox"/>	Parent <input type="checkbox"/>	Legal Guardian <input type="checkbox"/>	Other <input type="checkbox"/>
	Referring Physician <input type="checkbox"/>	Social Services <input type="checkbox"/>	Company <input type="checkbox"/>	Pre-Employment <input type="checkbox"/>	Workplace <input type="checkbox"/>			
	Random <input type="checkbox"/>	Reasonable Suspicion <input type="checkbox"/>	Return to Duty <input type="checkbox"/>	Post Accident <input type="checkbox"/>	Anonymous <input type="checkbox"/>			

### DONOR NAME & ID and CONFIRMED TESTING SITE WITH THE DONORS ACKNOWLEDGEMENT

DONOR NAME	Passport ID	
DONOR TEST ADDRESS		
LOCATION/CITY/SUBURB	MOBILE NO	
PROVINCE	SOUTH AFRICA	POSTAL CODE

### RELEVANT CONTACT & COMMUNICATION PARTIES

CONFIRMED TEST DATE	RESULTS TO BE COMMUNICATED	<input type="checkbox"/> YES <input type="checkbox"/> NO
NAME	MAIN POINT OF CONTACT	
MOBILE No	E-MAIL ADDRESS	

### RESPONSIBLE PARTY FOR ACCOUNT

NAME	MAIN POINT OF CONTACT	
MOBILE No	E-MAIL ADDRESS	
NAMES IN FULL OF CONSENTING PARTY	SIGNATURE	DATE

### DONOR-CONFIDENTIALITY CONSENT DECLARATION AND COMPLIANCE

NAMES IN FULL OF CONSENTING DONOR	SIGNATURE	DATE
-----------------------------------	-----------	------

#### SUBJECT TO SAMDT POPI ACT COMPLIANCE:

You hereby declare and confirm that you, as the Person / Entity / Body / Individual / Company providing information and hereinafter collectively referred to as the "Client", do hereby irrevocably agree and understand that any / all information supplied or given to the Service Provider "SA Mobile Drug Testing (PTY) Ltd", is done so in terms of this document and "Consent Declaration" and is noted to be True & Correct and Legally Binding, and permission is given for the release of the results to the client's Appointment of Attorney / Social Workers / Psychologists / Psychiatrist / Case Worker / Employer, or Prospective Employer.

SA MOBILE DRUG TESTING (PTY) LTD  
REGISTRATION NUMBER | 2023/760906/23

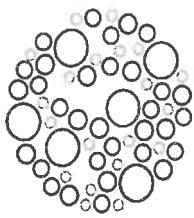
EUGENE DU PLESSIS | +27 (0)83 226 7273  
eugene@samobiledrugtesting.co.za

HEAD OFFICE | 17 Melrose Place, 31 Myburgh Road  
DIEP RIVER, Cape Town, 7800—RSA  
samobiledrugtesting.co.za | hairfollicletest.co.za

ESTABLISHED 2014

ALL MAJOR CITIES & SURROUNDING AREAS, PORTS & AIRPORTS  
Western Cape | Eastern Cape | Gauteng | Kwa-Zulu-Natal

SAMDT | DOC REF: 01\_CDC\_01-01-2025  
COPYRIGHT © | All rights reserved



# SA MOBILE DRUG TESTING

Land - Sea - Air



## TEST REQUIRED

### 12 PANEL URINE TEST

YES  NO

Is this a group test?

YES  NO

### 12 PANEL EtG URINE TEST

YES  NO

How many people?

### HAIR FOLLICLE DRUG TEST

YES  NO

### HAIR FOLLICLE ALCOHOL TEST

YES  NO

### 12 PANEL URINE TEST

### SAMDT - ON SITE TEST

ALL TESTS INCLUDE A ALCOHOL BREATHALYSER TEST

AMP - MPO - COC - THC - MET - KET      AMP - COC - MDMA - MET - OPI - TML  
MDMA - BAR - MTD - BZO - TML - OPI      THC - EtG - BZO - MTD - KET - MQL

**12 P**

ZAR 1,250.00

### 5 PANEL +OPI

(Includes 12P Urine Test)

AMP - COC - OPI  
PCP - THC

### 12 PANEL EtG TEST

-

**12 P**

ZAR 1,250.00

### 17 PANEL incl. OPI

(Includes 12P Urine Test)

### OMEGA LABORATORIES DRUG TEST [Hair Follicle test]

Amp/Met - COC - OPI  
Phencyclidine (PCP) - THC  
Extended OPI - BZO - BAR  
MET - Propoxyphene  
Meperidine - TRA - KET  
Buprenorphine - Zolpidem

### Extended Opiates:

Oxycodone (OxyContin, Percodan/Percocet)  
Oxymorphone (Opana, Numorphan, Numophone)  
Hydrocodone (Vicodin, Lortab/Lorcet)  
Hydromorphone (Dilaudid)

**5 P**

ZAR 5,750.00

**17 P**

ZAR 6,750.00

### 18 PANEL incl. KHAT

(Includes 12P Urine Test)

### Includes KHAT

**18 P**

ZAR 7,750.00

### ALCO ETG

(Includes 12P Urine Test)

### OMEGA LABORATORIES EtG [Alcohol Hair Follicle test]

### ALCOHOL ONLY

ZAR 6,350.00

### ALCO ETG &

**17P (incl. Ext. OPI)**  
(Includes 12P Urine Test)

Amp/Met - COC - OPI - Phencyclidine (PCP)  
THC - Extended OPI - BZO - BAR - MET - Propoxyphene  
Meperidine - TRA - KET - Buprenorphine - Zolpidem

ZAR 8,750.00

### CONFIRMATION URINE TEST

### ANALYTICAL TOXICOLOGY LABORATORIES

### AS PER REQUEST

POA/TBA

HAIR FOLLICLE TEST - (UP TO 90 DAY WINDOW PERIOD)

### TRAVEL

TRAVEL 1 | 0 - 25 KM

ZAR 350.00

TRAVEL 2 | 26 - 50 KM

ZAR 450.00

TRAVEL 3 | 51 - 100 KM

ZAR 650.00

### TRAVEL OTHER

POA/TBA

### DONOR-CONFIDENTIALITY CONSENT DECLARATION AND COMPLIANCE

#### CONFIDENTIALITY | CONSENT DECLARATION | SUBJECT TO SAMDT POPI ACT COMPLIANCE.

You hereby declare and confirm that you, as the Person / Entity / Body / Individual / Company is providing information and hereinafter collectively referred to as the "Client", do hereby irrevocably agree and understand that any / all information supplied or given to the Service Provider "SA Mobile Drug Testing (PTY) Ltd", is done so in terms of this document and "Consent Declaration" and is noted to be True & Correct and Legally Binding.

NAMES IN FULL OF  
CONSENTING DONOR

SIGNATURE

DATE

#### SUBJECT TO SAMDT POPI ACT COMPLIANCE:

You hereby declare and confirm that you, as the Person / Entity / Body / Individual / Company providing information and hereinafter collectively referred to as the "Client", do hereby irrevocably agree and understand that any / all information supplied or given to the Service Provider "SA Mobile Drug Testing (PTY) Ltd", is done so in terms of this document and "Consent Declaration" and is noted to be True & Correct and Legally Binding, and permission is given for the release of the results to the client's Appointment of Attorney / Social Workers / Psychologists / Psychiatrist / Case Worker / Employer, or Prospective Employer.

SA MOBILE DRUG TESTING (PTY) LTD

REGISTRATION NUMBER | 2023/760906/23

EUGENE DU PLESSIS | +27 (0)83 226 7273  
eugene@samobiledrugtesting.co.za

HEAD OFFICE | 17 Melrose Place, 31 Myburgh Road  
DIEP RIVER, Cape Town, 7800 –RSA

samobiledrugtesting.co.za | hairfollicletest.co.za

ESTABLISHED 2014

ALL MAJOR CITIES & SURROUNDING AREAS, PORTS & AIRPORTS  
Western Cape | Eastern Cape | Gauteng | Kwa-Zulu Natal

SAMDT | DOC REF: 22DIR 01-01-2025  
COPYRIGHT © | All rights reserved



**SA MOBILE  
DRUG TESTING**  
Land - Sea - Air



## HAIR FOLLICLE TEST

*Can you afford not knowing?*

SAMDT specialises in Legal Custody Battles, Random, Unannounced, Identified Drug and Alcohol Screening with Back-to-Lab Confirmation  
**Legally Defensible and Admissible, including SA Court Orders**



**Our Testing Services are Legally Defensible, and only make use of reputable, Laboratories where we have excellent reputations**

### LEGALLY DEFENSIBLE TESTING

Post-incident Reporting  
Random Drug and Alcohol Testing  
Suspicion based Drug and Alcohol Screening

### VARIOUS HAIR FOLLICLE TESTING

Hair Follicle Collection and Back-2-Lab Testing  
EtG Alcohol | Multi Panel Drug Testing

### PRIVATE & CONFIDENTIAL SERVICES

Testing by Accredited Lab Collectors

**Individuals, Family Advocates, Custody Battles and include Court Order Social Services, Psychologists and Psychiatrists**

**CONTACT US or Link on Social Media Tabs to the right**

[www.hairfollicletest.co.za](http://www.hairfollicletest.co.za)

**EUGENE | 083-226-7273**

[www.samobiledrugtesting.co.za](http://www.samobiledrugtesting.co.za)

SINCE 2014

ALL MAJOR CITIES & SURROUNDING AREAS, PORTS & AIRPORTS  
Western Cape | Eastern Cape | Gauteng | Kwa-Zulu Natal

**SA MOBILE DRUG TESTING (PTY) LTD**

HEAD OFFICE | 17 Melrose Place, 34 Myburgh Road,  
DIEP RIVER, Cape Town, 7800 – RSA

EUGENE +27-83-226-7273 | [eugene@samobiledrugtesting.co.za](mailto:eugene@samobiledrugtesting.co.za)  
[samobiledrugtesting.co.za](http://samobiledrugtesting.co.za) | [hairfollicletest.co.za](http://hairfollicletest.co.za)

SAMDT : DOC REF: HFT 01-11-2024  
COPYRIGHT © | All rights reserved

# Hair Alcohol Testing



## Ethanol - The Legal Drug

Millions of people engage in ethanol use worldwide. Omega's Hair EtG test may help differentiate between social drinking and problematic alcohol consumption, catering to the needs of employers, courts, educational institutions and clinics by providing valuable insight.

## Comprehensive Testing - The Omega Difference

Omega can now test for the "Drinking Standard" of Ethyl Glucuronide (EtG) in hair. Hair EtG test detects metabolites deposited from alcohol use over the last several months. Omega's Hair EtG test is conducted to forensic standards that are covered by our industry-leading credentials and validated via independent proficiency testing programs.

Test Timeframe	1.5" (3.81cm) of head hair provides 3 months of history (standard test)
Hair Required - Standalone test:	90-120 strands of head hair 1.5" (3.81cm) long
Hair Required - Addon test:	Additional sample required (+50 strands of head hair 1.5" long)
Laboratory Turnaround:	3-6 days
Laboratory Process:	LC/MS/MS Screen & Confirmation
Panels Available:	EtG, H10P+EtG, H13P+EtG, H17P+EtG
Cutoff Level:	5pg/mg

## Interpretation of Hair EtG Results

Hair EtG test results can be interpreted using international standards such as those provided by the Society of Hair Testing (SoHT). These guidelines provide ranges that may allow our clients to differentiate between different alcohol usage levels.

As with a standard hair drug test, note that a Negative result may be indicative of either low-level usage or possible abstinence. In general, hair specimens are analyzed to show lifestyle choices including repeat usage.

While hair EtG samples can be segmented and shorter lengths can be processed, the SoHT guidelines urge caution when interpreting these results. Segmenting hair into shorter lengths may help establish trends (EG help demonstrate reduced alcohol ingestion in a more recent time period).

	Negative	Social Consumption	Excessive Consumption
Hair EtG (pg/mg)	0 - 4.9	5 - 29.9	30+

\* Data from the 2019 SoHT consensus statement.

## Omega Benefits

- Highest level of credentials for legal defensibility
- Decades of experience as the Hair Testing industry leader
- Cost effective testing with rapid turnaround times
- EtG testing can be ran independently or combined with standard drug test panels
- All testing supported by Omega's online Custody & Control Form (oCCF)





## Process Overview

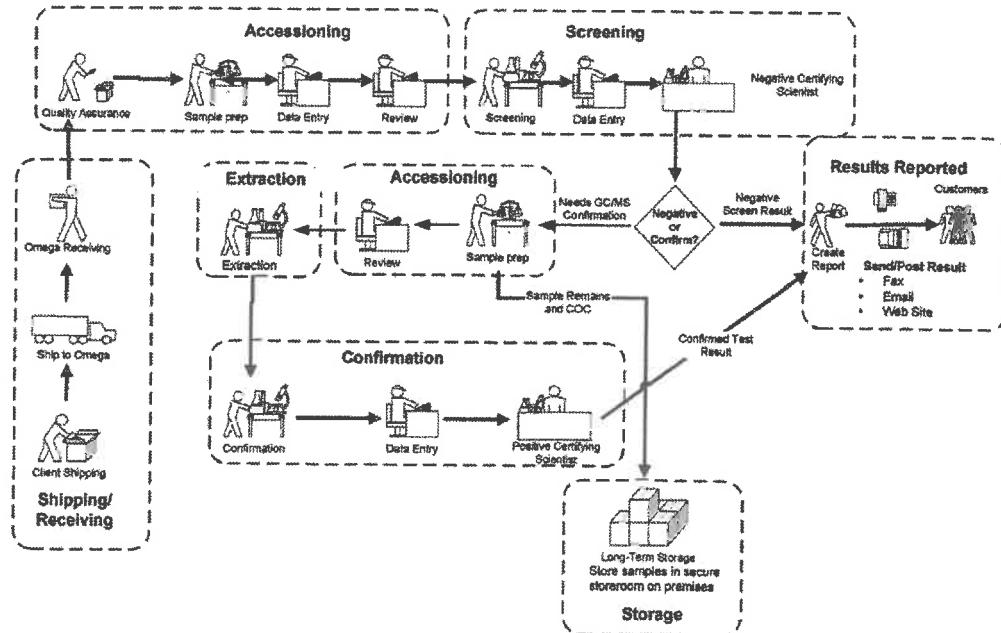
The four main steps involved in the laboratory processing of a drug test result are **Accessioning**, **Screening**, **Extraction**, and **Confirmation**.

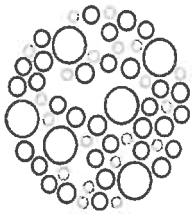
**Accessioning** involves the initial processing of a sample into a laboratory's system. This includes verifying that the sample was sealed and shipped properly, assigning a random LAN (Laboratory Accessioning Number), and completing any additional data entry not provided by an electronic chain of custody system.

**Screening** involves an initial quick check for drugs of abuse. While Screening is a cost-effective way to rule out drug usage on the majority of samples, a positive screen needs to be confirmed to be admissible in court. Any samples that are presumptively positive in Screening do require a secondary confirmation.

If a sample is presumptively positive in the **Screening** stage, more hair is pulled from the initial specimen and prepared for **Extraction**. In this stage, drugs are extracted from hair at a much lower concentration than in other methodologies (ex. urine or oral fluid), which is why hair drug screening is the most difficult methodology to perform.

**Confirmation** of any positive screening result is conducted via GC/MS, GC/MS/MS or LC/MS/MS. All presumptive positive samples are washed prior to confirmation as needed. The entire laboratory process from **Accessioning** to **Confirmation** is reviewed under both the CAP (College of American Pathologists) Hair designation and the accreditation to ISO / IEC 17025 standards.





# SA MOBILE DRUG TESTING

Land - Sea - Air



## TEST REQUIRED

### 12 PANEL URINE TEST

YES  NO

Is this a group test?

YES  NO

### 10 PANEL URINE TEST

YES  NO

How many people?

### HAIR FOLLICLE DRUG TEST

YES  NO

### HAIR FOLLICLE ALCOHOL TEST

YES  NO

### 12 PANEL URINE TEST

### SAMDT - ON SITE TEST

AMP - MPO - COC - THC - MET - KET  
MDMA - BAR - MTD - BZO - TML - OPI

AMP - COC - MDMA - MET - MOP  
THC - BAR - OXY - BZO - MTD

### 10 PANEL URINE TEST

### 10 P / 12 P

ZAR 1,250.00

**5 x PANEL + EXT OPI**  
(Includes 12P Urine Test)

### OMEGA LABORATORIES DRUG TEST [Hair Follicle test]

AMP - COC - OPI  
PCP - THC

#### Extended Opiates:

Oxycodone (OxyContin, Percodan/Percocet)

Oxymorphone (Opana, Numorphan, Numophone)

Hydrocodone (Vicodin, Lortab/Lorcet)

Hydromorphone (Dilaudid)

### 5 P + Ext OPI

ZAR 5,750.00

**17 x PANEL incl. OPI**  
(Includes 12P Urine Test)

Amp/Met - COC - OPI  
Phencyclidine (PCP) - THC  
Extended OPI - BZO - BAR

#### Includes KHAT

### 17 P

ZAR 6,750.00

**18 x PANEL incl. KHAT**  
(Includes 12P Urine Test)

### OMEGA LABORATORIES EtG [Alcohol Hair Follicle test]

#### ALCOHOL ONLY

### 18 P

ZAR 7,750.00

**ALCO ETG**  
(Includes 12P Urine Test)

ALCOHOL & Amp/Met - COC - OPI - Phencyclidine (PCP)  
THC - Extended OPI - BZO - BAR - MET - Propoxyphene  
Meperidine - TRA - KET - Buprenorphine - Zolpidem

#### Incl. Max 100km (50km + 50km)

ZAR 6,350.00

**ALCO ETG &  
17P (incl. Ext. OPI)**  
(Includes 12P Urine Test)

#### Incl. Max 100km (50km + 50km)

ZAR 8,750.00

**CONFIRMATION  
URINE TEST**

### ANALYTICAL TOXICOLOGY LABORATORIES

#### AS PER REQUEST

### POA/TBA

## TRAVEL

TRAVEL 1 | 0 - 25 KM

ZAR 350.00

TRAVEL 2 | 26 - 50 KM

ZAR 450.00

TRAVEL 3 | 51 - 100 KM

ZAR 650.00

TRAVEL OTHER

POA/TBA

## DONOR-CONFIDENTIALITY CONSENT DECLARATION AND COMPLIANCE

### CONFIDENTIALITY | CONSENT DECLARATION | SUBJECT TO SAMDT POPI ACT COMPLIANCE.

You hereby declare and confirm that you, as the Person / Entity / Body / Individual / Company is providing information and hereinafter collectively referred to as the "Client", do hereby irrevocably agree and understand that any /all information supplied or given to the Service Provider "SAMDT", is done so in terms of this document and "Consent Declaration" and is noted to be True & Correct and Legally Binding.

NAMES IN FULL OF  
CONSENTING DONOR

SIGNATURE

DATE

SA MOBILE DRUG TESTING (PTY) LTD

REG. NO.: 2023/760906/07

HEAD OFFICE | 17 Melrose Place, 31 Myburgh Road,  
DIEP RIVER, Cape Town, 7800 – RSA

PostNet Suite NO 18, PRIVATE BAG X9, BENMORE 7030

EUGENE +27-83-226-7273 | eugene@samobiledrugtesting.co.za  
samobiledrugtesting.co.za | hairfollicletest.co.za

SINCE 2014

ALL MAJOR CITIES & SURROUNDING AREAS, PORTS & AIRPORTS  
Western Cape | Eastern Cape | Gauteng | Kwa-zulu Natal

SAMDT | DOC REF: Inner PROAD 2024 VER2.0 FINAL  
COPYRIGHT © | All rights reserved.

Keegan Elliott

"PF18"

**From:** admin@facetomorrow.co.za  
**Sent:** Tuesday, 30 September 2025 21:35  
**To:** Keegan Elliott  
**Subject:** Re: KF0019 - FW: ALCOHOL & DRUG TESTING PRICING AND INFORMATION  
**Attachments:** INV-202504.pdf

Good Evening Mr Elliot

I have attached my invoice. As previously discussed, Mr Faucitt's assessment is contingent on what the other two parties do. The first two line items on the invoice would thus be the basic start of the process. These amounts would thus bedue. It usually takes an hour to complete a basic clinical or psychiatric interview. In forensic assessments it can take longer. I can always bill more time if it takes longer. I may need to contact the client later to obtain further information- once again, I can bill this later.

The basic requirements for an assessment of this type would be the clinical interview, administering psychometric tests and consulting with collateral sources. If this assessment goes further, we will need to do all of that. If your client wants to, we can continue with the psychometric assessment. That may save him a trip in the future. Alternatively, we could wait to see what the other parties decide and hold off on this process for now.

I think it would be wise to wait before we decide what to do about a report.

*Kind regards,*

**EUGENE DU PLESSIS**

MA (Clin. Psych.) UNP | HPCSA: PS0081094 | BHF: 0860000155306



**Phone:** +27 84 510 1067

**eMail:** admin@facetomorrow.co.za

**Website:** <https://facetomorrow.co.za>

**vCard:** [view my digital business card](#)



EUGENE DU PLESSIS • MA (CLIN. PSYCH.) UNP



The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

---

**From:** Keegan Elliott <[keegan@elliottattorneys.co.za](mailto:keegan@elliottattorneys.co.za)>  
**Sent:** Tuesday, September 30, 2025 3:14 PM



# INVOICE

# INV-202504

**Eugene du Plessis**

723 Tipperary Road  
Faerie Glen  
Pretoria Gauteng 0081  
South Africa  
admin@facetomorrow.co.za

**Balance Due**  
**R12,100.00**

**Mr. Peter Faucitt**

Invoice Date : 2025/09/30

Terms : Due on Receipt

Due Date : 2025/09/30

#	Description	Qty	Rate	Amount
1	Preliminary report Reviewing documents, reading and responding to correspondence and drafting a document.	1.00	3,000.00	3,000.00
2	Clinical Interview Standard psychiatric interview per hour taken	1.00 Hour	1,300.00	1,300.00
3	Psychometric assessment MMPI-2 Administering and scoring the MMPI-2	1.00	3,900.00	3,900.00
4	Psychometric assessment MCMI-IV Administering the MCMI-IV and having the results scored by an agency.	1.00	3,900.00	3,900.00
Sub Total				12,100.00
Total				<b>R12,100.00</b>
Balance Due				<b>R12,100.00</b>

Thank you.

**Keegan Elliott**

"PF20"

**From:** Jacqui Faucitt <jax@regima.zone>  
**Sent:** Tuesday, 23 September 2025 11:57  
**To:** keegan@elliottattorneys.co.za  
**Subject:** FW: NOTICE OF WITHDRAWL FROM SETTLEMENTS  
**Attachments:** CCE20250922\_0007.jpg; CCE20250922\_0008.jpg; CCE20250922\_0009.jpg;  
CCE20250922\_0010.jpg; CCE20250922\_0011.jpg  
  
**Importance:** High

-----Original Message-----

**From:** Jacqui Faucitt  
**Sent:** Monday, 22 September 2025 1:21 PM  
**To:** Shenaaz Munga <smunga@ensafrica.com>; keegan@elliottattorneys.co.za  
**Subject:** NOTICE OF WITHDRAWL FROM SETTLEMENTS  
**Importance:** High

Please find attached:  
NOTICE OF WITHDRAWL FROM SETTLEMENTS

Regards  
Jacqueline Faucitt  
Daniel James Faucitt

**Jacqui Faucitt**

---

**From:** Daniel Faucitt <dan@regima.com>  
**Sent:** Monday, 22 September 2025 10:16 AM  
**To:** Jacqui Faucitt  
**Cc:** Jacqui Faucitt  
**Subject:** NOTICE OF WITHDRAWAL FROM SETTLEMENT AGREEMENTS  
  
**Importance:** High  
  
**Categories:** RegimA

**# NOTICE OF WITHDRAWAL FROM SETTLEMENT AGREEMENTS**

**\*\*DATE:\*\*** 22 September 2025

**\*\*DELIVERED VIA:\*\*** Email and Registered Post

**\*\*TO:\*\***

ENS Africa  
Attention: Ms. Shenaaz Munga  
Email: smunga@ensafrica.com

**\*\*CC:\*\***

Elliott Attorneys Inc  
Attention: Mr. KR Elliott  
Email: keegan@elliottattorneys.co.za

**\*\*RE: CASE NO. 2025-137857 - NOTICE OF WITHDRAWAL FROM SETTLEMENT AGREEMENTS DATED 18 SEPTEMBER 2025\*\***

Dear Sirs,

We refer to the above matter and the purported settlement agreements signed on 18 September 2025.

**## 1. WITHDRAWAL FROM AGREEMENTS**

We hereby give notice of our immediate withdrawal from all settlement agreements signed on 18 September 2025 based on multiple grounds, each independently sufficient to void these agreements.

**## 2. GROUNDS FOR WITHDRAWAL**

**### 2.1 IMMEDIATE FUNDAMENTAL BREACH BY PETER FAUCITT**

On 19 September 2025, merely one day after signing, Peter Faucitt materially breached the settlement by:



- Physically preventing Jacqueline Faucitt from performing her legal duties regarding POPIA compliance
- Claiming he "controls all the companies now" - exceeding his financial-only mandate under the interdict
- Assaulting an employee by grabbing their phone
- Obstructing legal compliance that could result in R10 million regulatory fines

This immediate repudiation releases us from any obligations.

### ### 2.2 MATERIAL NON-DISCLOSURE

We have discovered that material information was deliberately withheld:

- \*\*June 10, 2025 correspondence\*\* between Daniel Faucitt and Danie Bantjes regarding financial irregularities was not disclosed
- \*\*R12,330,131.18 was transferred\*\* from supposedly protected accounts on September 11, 2025 - seven days before mediation
- These material facts were known to your client and his advisors but concealed from us

This non-disclosure vitiates any consent.

### ### 2.3 DURESS AND COERCION

The agreements were signed under duress:

- We were told refusing would result in being "bound until 2029 with no earlier relief"
- Medical testing was presented as mandatory for mediation
- We had no meaningful choice
- The true nature of proceedings was misrepresented

### ### 2.4 ABSENCE OF LEGITIMATE DISPUTES

Review of correspondence reveals no actual disputes existed:

- June 2025 emails show collaborative investigation of financial irregularities
- Matters raised were crimes requiring investigation, not interpersonal disputes
- No Terms of Reference defined any disputes
- Nothing was actually "settled"

Without defined disputes, the settlement lacks consideration and serves no purpose.

### ### 2.5 IMPOSSIBLE AND UNCERTAIN TERMS

The agreements contain:

- No defined scope or disputes being resolved
- Vague, uncertain provisions
- Medical requirements inappropriate for business matters
- Mixed therapeutic and legal purposes that are incompatible

These fundamental uncertainties render the agreements void.



### **### 2.6 PROCEDURAL IRREGULARITIES**

The mediation lacked basic procedural requirements:

- No Terms of Reference
- No mediation agreement
- Presented as "family therapy" not legal proceedings
- "Off-the-record" nature incompatible with binding agreements
- No clear exchange of consideration

### **### 2.7 ILLEGALITY AND PUBLIC POLICY**

The agreements appear designed to:

- Prevent reporting of crimes to authorities
- Suppress evidence of financial irregularities
- Circumvent legal compliance obligations

Agreements for illegal purposes are void as against public policy.

### **## 3. LEGAL POSITION**

Based on the above, the settlement agreements are:

- **\*\*Void ab initio\*\*** for illegality, impossibility, and lack of consensus
- **\*\*Voidable\*\*** for duress, misrepresentation, and non-disclosure
- **\*\*Terminated\*\*** by Peter Fauci's immediate fundamental breach
- **\*\*Unenforceable\*\*** for uncertainty and procedural defects

### **## 4. DEMANDS**

We accordingly demand:

**4.1 Immediate written confirmation that the settlement agreements are terminated**

**4.2 Confirmation that no enforcement will be attempted**

**4.3 Cancellation of all medical assessments**

**4.4 Cessation of all actions based on these void agreements**

### **## 5. RESERVATION OF RIGHTS**

We reserve all our rights, including but not limited to:

- Seeking urgent court relief if these agreements are not acknowledged as void
- Pursuing claims for damages arising from the breaches
- Reporting relevant matters to appropriate authorities
- Taking any steps necessary to protect our interests



## **## 6. INTERDICT MATTERS**

Separately, we note that the interdict granted on 19 August 2025 appears to have been:

- Obtained based on material non-disclosure
- Exceeded by Peter Faucitt's conduct
- Used for purposes beyond its scope

We reserve our rights regarding appropriate remedies.

## **## 7. NO ADMISSION**

Nothing herein constitutes an admission of any liability or wrongdoing on our part. This notice is served strictly without prejudice to our rights.

## **## 8. RESPONSE REQUIRED**

We require written response by close of business on [Date - 48 hours from sending] confirming:

- The settlement agreements are void and of no effect
- No enforcement will be attempted
- All related processes are cancelled

Failure to respond or any attempt to enforce these void agreements will result in immediate application to court for appropriate relief, including costs on a punitive scale.

## **## 9. FUTURE CORRESPONDENCE**

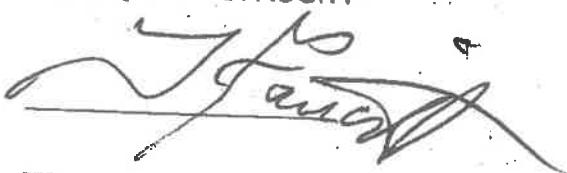
Given the seriousness of these matters and our safety concerns, all future correspondence must be directed through our legal representatives [once appointed - details to follow].

Yours faithfully,

**\*\*DANIEL JAMES FAUCITT\*\***



**\*\*JACQUELINE FAUCITT\*\***



**\*This notice is served without prejudice to any additional grounds for voidness that may be raised in due course.\***

## **## IMPORTANT NOTES**

**\*\*Service:\*\*** Send via email for speed AND registered post for formal record

**\*\*Timing:\*\*** Date 48 hours from sending for response

**\*\*Safety:\*\*** Do not include personal contact details or current location

**\*\*Evidence:\*\*** Keep proof of sending (email receipts, registered post slips)

A handwritten signature consisting of stylized initials and a surname, written in black ink.

# **Eugene du Plessis**

Clinical Psychologist

MA (Clin. Psych.) (UNP)

HPCSA: PS0081094; BHF: 0155306

"PF21"

---

30 September 2025

Opinion in the matter between

**PETER ANDREW FAUCITT**

(Identity Number: 520430 5708 18 5)

**APPLICANT**

And

**JACQUELINE FAUCITT**

(Identity Number: 570607 0898 18 1)

**FIRST RESPONDENT**

**DANIEL JAMES FAUCITT**

(Identity Number: 820715 5300 18 2)

**SECOND RESPONDENT**

Case No.: 2025-137857

**Author of report: Mr Eugene du Plessis**

## **Opinion regarding the Faucitt matter.**

### **1 AIM OF THIS REPORT**

---

Mr Keegan Elliot, the attorney of Mr Peter Andrew Faucitt, requested an opinion in the matter between the Faucitts. Various assessments had been agreed to by the members of the Faucitt family, but it was reported that some of the parties were not willing to be compliant.

### **2 SOURCES OF INFORMATION**

---

The following sources of information, training and experience informed the opinions expressed in this document:

- A telephonic discussion with Mr Keegan Elliot, the attorney of Mr Peter Andrew Faucitt, on 29 September 2025.
- An early draft of a founding affidavit by Mr Elliot in the matter with a summary of the details discussed telephonically.
- A court order relating to this matter stamped 19 August 2025.
- A settlement agreement between the parties dated 18 September 2025.
- The author's training and experience as a clinical psychologist.
- The author's training and experience in various forms of psychological assessment.
- The author's training and experience in forensic psychology. This includes assisting the family advocate's office on several occasions as an expert with reviewing reports of psychologists.

### **20 3 DISCUSSION**

---

The narrative presented in the documents is somewhat odd. It is not clear what the underlying causes of the reported difficulties are, but it would seem prudent to investigate it further as

was agreed to. It is concerning that the conditions of the settlement are not being met and what this could mean. The conditions appear straightforward. There could be a broader range of difficulties that could potentially underlie the issues described. Some addictive type behaviours can be behavioural for example. The author would have been curious about what

- 5 Mr Daniel Faucitt had spent the money on- it could include activities such as gaming, porn and gambling which could all become compulsive. Compulsive shopping can also become destructive. Aside from dementias, there are other medical conditions that could cause cognitive issues such as iron deficiencies or thyroid issues. The author would probably have recommended a broader assessment. Finding if there are any medical issues affecting Ms
- 10 Faucitt could be of benefit to her ongoing quality of life. It is concerning that the parties are not complying with the conditions set out in a settlement agreement that was recently agreed to. It does raise questions.

#### **4 RECOMMENDATIONS**

---

Several recommendations can be made.

- 15 • The behaviours reported appeared odd and warrant further investigation, as was agreed to. They could suggest several issues or diagnostic considerations, but it is unclear what is happening without further investigation.
- Hair follicle analysis for drug use is very good at detecting a history of drug use over a period of several months. It may be prudent though to confirm if the test used covers locally abused substances such as methcathinone, sleeping medication, mandrax and benzodiazepines. Not all substances are abused in all countries so some tests may have limitations if they are created for different markets. It may be necessary to use more than one test. Ampath and other local laboratories provide testing for locally abused
- 20

substances, but this is likely to be a urine test that would not test long term use. It may be prudent to devise a strategy if urine testing is used as well- such as retesting several times over the course of a several weeks and having someone observe while the sample is provided.

- 5     • Hair follicle testing has been found to be scientifically valid and reliable (see reviews such as Boumba et al, 2006 & Pragst & Balikova, 2006). They offer the advantage of giving a longer picture of substance use. There is a lot of literature supporting its use.
- Knowing what the money that Mr Faucitt spent was spent on could also be important to understanding what is happening.
- 10    • It may be prudent to involve a General Practitioner who can possibly do a basic health assessment including urine and blood testing on Ms Faucitt. It may be that the difficulties that have been noticed could be part of a more serious cognitive issue, or it could be part of a less serious easily managed issue.
- This report represents an opinion and not final findings.
- 15    • If further information becomes available, it may require that the conclusions of this report be re-evaluated. At the time of the drafting of this report and with the information that was provided and obtained, this report appeared to be accurate.

Author:



20

Mr Eugene du Plessis

MA (Clinical Psychology) UNP



## References

- Boumba, V.A., Ziavrou, K.S., & Vougiouklakis, T. (2006). Hair as a Biological Indicator of Drug Use, Drug Abuse or Chronic Exposure to Environmental Toxicants. *International Journal of Toxicology*, 25, 143–163.
- 5 Pragst, F., & Balikova, M.A. (2006). State of the art in hair analysis for detection of drug and alcohol abuse. *Clinica Chimica Acta* 370, 17–49.

Castle Gate Offices, 2<sup>nd</sup> Floor  
c/o Solomon Mahlangu Drive & Van Ryneveld Avenue  
Waterkloof Ridge, Pretoria, 0181  
Private Bag X17, Brooklyn Square, 0075

Tel: +27 12 347 3820  
Fax: +27 12 347 3737  
Email: office.za.pta@forvismazars.com  
[forvismazars.com/za](http://forvismazars.com/za)



17 September 2025

The Directors of Regima Skin Treatment CC  
20 River Road  
Morninghill  
Bedfordview

Dear Sirs/Madams

## Agreed-upon procedures engagement

1. You have requested that we perform an agreed-upon procedures engagement on the computer expenses for the period 2021 - 2025. This letter is to confirm our understanding of the terms and objectives of our engagement by you, and the nature and limitations of the services we will provide. Our engagement will be conducted in accordance with the *International Standard on Related Services (ISRS) 4400 (Revised), Agreed-Upon Procedures Engagements*.

## Scope of Services

2. An agreed-upon procedures engagement performed under ISRS 4400 (Revised) involves us performing the procedures agreed with you and communicating the findings in the agreed-upon procedures report. Findings are the factual results of the agreed-upon procedures performed. You acknowledge that the agreed-upon procedures are appropriate for the purpose of the engagement. We make no representation regarding the appropriateness of such procedures. This agreed-upon procedures engagement will be conducted on the basis that Regima Skin Treatment CC is responsible for the subject matter on which the agreed-upon procedures are performed. Further, this agreed-upon procedures engagement is not an assurance engagement in accordance with the International Framework for Assurance Engagements. Accordingly, we do not express an opinion or an assurance conclusion.
3. The procedures that we will perform are solely for the purpose of assisting you in verifying the computer expenses.

Accordingly, our report will be addressed to you and our report may not be suitable for another purpose.

Registered Auditor – A firm of Chartered Accountants (SA) - IRBA Registration Number 900222

Partners: MV Ninan (Country Managing Partner), C Abrahamse, SJ Adlam, JPMP Atwood, JM Barnard, AK Batt, S Beets, T Beukes, WI Blake, HL Burger, MJ Cassan, C Coetzee, J Coetzee, JC Combrink, JR Comley, TVDL De Vries, CR De Wee, G Deva, Y Dockrat, S Doolabh, M Edelberg, JJ Eloff, T Erasmus, F Esterhuizen, Y Ferreira, MH Fisher, B Frey, T Gangen, M Groenewald, K Hoosain, MY Ismail, B Jansen, J Kasan, D Keeve, Z Khan, J Marais, TL Maree, N Mayat, BMbunga, G Molynieux, R Murugan, W Olivier, MT Rossouw, M Pieterse, E Pretorius, W Rabe, N Ravele, D Resnick, L Roeloffze, M Saayman, E Sibanda, MR Snow, EM Steyn, HH Swanepeol, AL Swartz, DM Tekkie, MJA Teuchert, N Thelander, S Truter, PC van der Merwe, R van Molendorff, JC Van Tubberveld, N Volschenk, S Vorster, J Watkins-Baker

Our offices: Bloemfontein, Cape Town, Durban, Gqeberha, Johannesburg, Paarl, Pretoria

A handwritten signature in black ink, appearing to be "PA".

4. We have agreed to perform the following procedures and report to you the findings resulting from our work:
  1. Select all computer expenses entries from the general ledger and:
    - A – Confirm that supplier invoice exist in respect of this transaction, that it was made out to the client and that it reasonably relates to the business activities of the company.
    - B - Confirm that the amount recorded in the general ledger agrees to the amount per the supporting documentation.
    - C - Confirm that VAT was handled correctly when the transaction was recorded.
    - D - Confirm that the expense was recorded in the appropriate financial period.
    - E - Evaluate whether classification as an expense is appropriate.
    - F - Evaluate whether the amount is deductible in the income tax calculation.
5. The procedures are to be performed between 17 September 2025 and 30 September 2025.

## **Our Agreed-Upon Procedures Report**

6. As part of our engagement, we will issue our report, which will describe the agreed-upon procedures and the findings of the procedures performed.

## **Outsourcing**

7. In performing the Services in terms of this Agreement, Forvis Mazars may subcontract, white-label or outsource a part and/or all of its obligations to a third party; provided, however, that Forvis Mazars shall ensure that such third party has the skills and resources necessary to perform such Services and Forvis Mazars shall remain responsible to you for the performance thereof.

## **Fee Structure**

8. Our fees are based on the quote that has been provided and the principles set out in our Standard Terms and Conditions of Business. Based on our evaluation of the complexity of the work to be undertaken, the level of skill required and available resources, we will allocate suitable staff to attend to the services covered by this engagement.
9. Costs and time spent in legal matters or proceedings arising from our engagement, such as subpoenas, testimony, or consultation involving private litigation, arbitration or government regulatory enquiries at your request or by subpoena will be billed for separately.
10. Performing procedures: R54,700  
Preparing report and findings: R5,300  
Total Fee: R60,000



2

## **Independence**

11. In line with strict reporting and other requirements of various controlling bodies we are required to confirm that as far as we are aware, Forvis Mazars may perform these services to you.
12. Should you decide to accept this engagement it is hereby understood that, to the best of your knowledge, no reasons exist whereby we may not provide the services as set out herein and that no regulations, howsoever applicable, are hereby contravened.

## **Use of the Forvis Mazars's Name**

13. The services to be rendered will be performed on the basis that you shall not quote our name or reproduce our logo in any form or medium without our prior written consent.

## **Fraud, error and illegal acts**

14. The services specified in this engagement letter cannot be relied upon to disclose whether fraud or errors, or illegal acts exist. However, we will inform you of any such matters which come to our attention.

## **Electronic Communication**

15. Where requests for services are made by you at any stage we may communicate the specific terms and scope of the services to you electronically. Your acceptance of those terms electronically will carry the same authority as if a specific engagement letter has been issued and accepted by you.

## **Representations by Management**

16. As part of our normal procedures, we may request you to provide written confirmation concerning representations that have been made to us by yourselves and other members of management in connection with the specified services in this engagement letter.

## **Engagement team**

17. For your convenience, the team of professionals who have been assigned to this engagement, together with their contact details, are as follows:

Name	Position	Telephone	E-mail
Johan Eloff	Partner	012 347 3820	Johan.eloff@forvismazars.com
Scholtz Pistorius	Senior Manager	012 347 3820	Scholtz.pistorius@forvismazars.com

18. We will use reasonable endeavours to ensure that individuals identified in this engagement letter as being involved in the services are so involved. However, we may substitute others of equal or similar skills and experience for those identified.

## **Agreement of Terms**

19. This engagement letter is subject to our **Standard Terms and Conditions of Business and Data Processing Agreement**.
20. Once signed, the engagement letter will remain effective, including for subsequent financial years, until the agreed upon procedure report has been finalised.
21. We shall be grateful if you will confirm your acknowledgement, understanding and agreement of the terms of the engagement letter, the Standard Terms and Conditions of Business and Data Processing Agreement by signing and returning a copy of each document to us.
22. The engagement partner responsible for this engagement is Johan Eloff. Should you have any queries related to this engagement, please contact the engagement partner directly. If, for any reason, you would prefer to deal with the CFO, please contact Anoop Ninan.
23. If the contents of this letter are not in accordance with your understanding of our engagement terms, we would be pleased to discuss the matter with you.
24. We take this opportunity to thank you for engaging us to conduct this work and if you have queries, please do not hesitate to contact us. We look forward to a mutually rewarding association with you in the years ahead.

Yours faithfully



**Forvis Mazars**

Partner: JJ Elof

**17 September 2025**

Pretoria



**forvs  
mazars**

The Directors of Regima Skin Treatments CC agrees to the terms and conditions contained in this Letter.

Signed: P. A. Faulcitt

Who warrants that he/she is duly authorised to sign on behalf of Regima Skin Treatments CC.

Name: PETER ANDREW FAUCITT

Date: 17th SEPTEMBER 2025

P. A. F.

# Standard terms and conditions of business

## Assurance services

These terms and conditions, as read together with the attached engagement letter, will constitute the entire agreement between Forvis Mazars and you, except to the extent otherwise agreed in writing, and will be the basis on which we will perform work for you.

If anything in the terms and conditions is inconsistent with the engagement letter, the terms contained in the engagement letter take precedence.

### Definitions

"This agreement and/or these terms and conditions" means these terms and conditions as read together with the engagement letter to which they are attached, and any addenda thereto as may be agreed to by the parties in writing;

"The engagement letter" means the written letter, email or other communication in terms of which the scope of work and other information not expressly included in the terms and conditions is recorded;

"The firm or us or we or our" means the specific Forvis Mazars partnership or entity operating within South Africa and as described in the engagement letter, and which has been instructed by the client;

"Lead partner or engagement partner or engagement leader" means a person holding the position of partner or director within any Forvis Mazars partnership or entity, as the case may be, and who is identified in the engagement letter as the primary partner or director responsible for instruction from the client;

"Forvis Mazars" means Forvis Mazars, a South African audit, tax and advisory services practice comprising various Forvis Mazars partnerships nationally as well as any limited liability company or other juristic person which is or becomes a member or subsidiary, whether directly or indirectly, of Forvis Mazars but does not include any partnership or entity outside of South African territory.

"Partner or director" means a person holding the designation of partner or director within any Forvis Mazars partnership or entity.

## 1. Forvis Mazars

- 1.1 Forvis Mazars is the brand name for the Forvis Mazars Global network (Forvis Mazars Global Limited), a leading global professional services network. The network operates under a single brand worldwide, with just two members: Forvis Mazars, LLP in the United States and Forvis Mazars Group SC, an internationally integrated partnership operating in over 100 countries and territories. Forvis Mazars South Africa is an independent member firm of Forvis Mazars Group SC
- 1.2 In instructing us, you acknowledge that we have not represented to you that any other member firm, joint venture or correspondent firm of Forvis Mazars will in any way be responsible for the work that we do.
- 1.3 In addition, Forvis Mazars is a member of Praxity, a global alliance of independent firms. This alliance does not constitute a joint venture, partnership or network between member firms.

Under this agreement, the firm is the sole contracting party with you and will alone be responsible to you for any work performed in terms hereof.

## 2. Appointment and Commencement

2. 1. This agreement will commence on the earlier of the: date of the agreement or commencement of the services.

In terms thereof: We will render our services to you as agreed between us; and you will pay to us fees for such services and reimburse us for expenses as agreed between us or reasonably incurred in executing our mandate.

There may be instances where we are instructed to render more than one specific service, in which case the instruction may

be separated into separate services governed by their own letters of engagement so that one specific service may be terminated without affecting the validity of the remaining services.

- 2. 2. Where the specified work needs to be varied or supplemented, this must be discussed with the engagement leader and agreed to in writing.
- 2. 3. Where we identify an engagement team, we will use reasonable endeavours to ensure those people perform the specified work, or where this is not possible, the work will be performed by other persons with the appropriate skills and knowledge.
- 2. 4. We may use other Forvis Mazars firms (each of which is a separate and independent legal entity) or third-party subcontractors to provide the services. We remain solely responsible for the services.
- 2. 5. You agree that we may perform services for your competitors or other parties subject to our professional obligations.

### **3. Our Responsibilities**

- 3. 1. We will render the services and/or advice to you with reasonable professional skill, care and diligence.
- 3. 2. In performing the services, we will not:
  - i. attempt to detect or accept responsibility for detecting fraud or other wrongdoing.
- 3. 3. We will not be deemed to have information/input or access to documentation from other service lines, departments and/or entities within Forvis Mazars.

### **4. Reliance on Our Work**

- 4. 1. You are not entitled to rely on any opinions, reports or statements given or made by us when carrying out any work for you unless these comprise the final versions of the work specified in the engagement letter and are in writing. No oral opinions, reports or

statements given or made by us may be relied on by you at all.

- 4.2 All work we perform for you is for your benefit only, and we do not act for or accept duties to any of your group members under your direct or indirect control, including any holding company.
- 4.3 You may not disclose the product of our work or services to anyone else or refer to the content, findings or opinions contained in our work except:
  - i. As provided for in the engagement letter or such other written agreement between you and us;
  - ii. With our prior written consent and subject to any terms and conditions to be agreed;
  - iii. Where required by any law or regulation;
  - iv. To your legal advisors, auditors, insurers, or group members under your direct or indirect control, including any holding company;
  - v. If our engagement is to perform an audit of the sort referred to in paragraph (a) of the definition of "audit" in Section 1 of the Auditing Professions Act, 26 of 2005, as amended, in which case our final audit opinion on your financial statements may be disclosed to your shareholders; or
  - vi. If our engagement is for us to perform a review of financial statements as defined in Regulation 29 (4) of the Companies Act, 71 of 2008, in which case our final review conclusion on your financial statements may be disclosed to your shareholders;

Provided that the content, findings and/or opinions are to be used solely for the purpose set out therein and, save where our engagement is to perform an audit as set out in clause v above, they are made aware of the limitation of liability set out below.

- 4.4 We retain ownership of the working papers and electronic documentations obtained or prepared by us when carrying out any work for you, including any intellectual property.



- 4.5 Insofar as the final work product is concerned, we grant you a worldwide, irrevocable, royalty-free license to use, copy, distribute and reproduce such intellectual property insofar as it directly relates to the work we have carried out for you, and forms part of the output, product or benefit you are entitled to in terms of the engagement letter.
- 4.6 Any extracts of these documentations and/or working papers made available to you during the course of the engagement are done at our discretion and are not for the benefit of any third party unless we have specifically agreed to this in writing.
- 4.7 Notwithstanding anything contained in our engagement letter, any such extracts made available to you may never be considered as a substitute for your accounting or other supporting records and may not be relied upon by you as such.
- 4.8 We will not update any work done for you to take account of events that occur after the date of the service provided, unless otherwise agreed with you in writing or where we are required to do so in terms of professional or legislated obligations.
- 4.9 Any advice, opinions, statement of expectations, forecasts or recommendations supplied by us will not amount to any form of guarantee or warranty of future events or circumstances. In the event of changes in circumstances or any amendments to laws and/or regulations, you are encouraged to discuss this with your engagement leader to assess whether you require our further input.
- 5. Your Responsibilities**
- 5.1 In order for us to provide you with the best advice and services, we require comprehensive instructions.  
In addition to any responsibilities set out herein, you agree that you will at all times remain responsible for:
- i. The management, conduct and operation of your business and affairs, including internal controls;
  - ii. The accuracy and completeness of any representations made on your part to us and/or third parties, including published financial information; and
  - iii. The preparation of financial statements and maintenance of accounting records.
- 5.2 You are required to ensure that:
- i. We have full, prompt and reasonable access to your personnel;
  - ii. You take decisions and obtain management approval promptly;
  - iii. We are timely furnished with relevant, accurate, up to date and complete information;
  - iv. We receive instructions reasonably required for the rendering of our services;
  - v. You bring to our attention any matters that you are uncertain about i.e., requests for information and/or documentation, timing and/or deadlines for the delivery of work or any request for further instructions from you; and
  - vi. You do not ask us to do work in an improper or unreasonable way;
  - vii. Supply us with and/or allow us access to all documentation and information in your possession, custody or control;
  - viii. Allow us to have access to personnel under your control and have them deal with queries raised by us;
  - ix. Use your best endeavours to supply us with and/or allow us access to all documentation and information not in your possession, custody or control; and
  - x. Supply us with any information or developments that come to your attention and which may have a bearing on the Engagement,
  - xi. insofar as this is necessary in order for us to complete the Engagement.
  - xii. We will be entitled to act on any instructions or requests given or made to us by anyone who is or whom we reasonably believe to be authorised to do so by you.

- |   |   |
|---|---|
| <p>5.3 Unless required in law to do so, we will not verify and/or authenticate any information given to us during the course of this engagement. We will rely on your management representation.</p> <p>5.4 If there is a material change to the instructions or in the event that you become aware of information that will materially affect the services or advice forming the basis of our engagement and this agreement, you are requested to notify the engagement leader as soon as reasonably possible and prior to the issuing of any work product.</p> <p>5.5 Our ability to provide you with the best services depends on you performing your obligations in terms of this agreement.</p> <p>5.6 We are not liable for any loss arising from your failure to comply with your responsibilities.</p> <p>5.7 You will at all times remain responsible for the management, conduct and operation of your business and affairs, including internal controls and compliance with all laws and regulations. In particular, the judgments and decisions in evaluating the results of the work we have performed and accepting responsibility for the actions to be taken.</p> <p>5.8 You are responsible for the payment of our fees.</p> | <p>6.4 Any fee estimates provided by us to you are by their nature non-binding and may be revised during the course of this agreement. Any revision of a fee estimate will be discussed and agreed with you.</p> <p>6.5 We will charge you for all out-of-pocket expenses and disbursements incurred by us, for example photocopying, courier, telephone, travelling costs and the like.</p> <p>6.6 We will charge VAT at the applicable rate on our fees, expenses and disbursements (if applicable).</p> <p>6.7 We have an accrued right to receive payment as the services are rendered.</p> <p>6.8 Our invoices are payable on presentation and in full, without deduction or set off.</p> <p>6.9 It is our usual practice to invoice all fees and disbursements on a monthly basis, however, depending on the nature of the engagement we may, at our discretion, issue interim invoices from time to time during the course of the engagement or as otherwise agreed.</p> <p>6.10 Should you fail to make payment of any amount owed by you to us, we may in our sole discretion:</p> <ul style="list-style-type: none"> <li>i. Charge you interest on any amount outstanding up to the maximum rate permissible by law;</li> <li>ii. Calculate interest from due date of payment to the date of actual payment and compounded monthly in arrears; and</li> <li>iii. Cease or suspend work immediately during this period.</li> </ul> <p>6.11 We may in our sole discretion refuse to release any work or work product to you, including but not limited to any reports, opinions and/or advice, until such time as the outstanding amount (including any interest thereon) is settled in full.</p> |
|---|---|

## **6. Fees, Invoices & Payments**

- 6.1 Our fees may reflect not only time spent but may also account for factors such as the complexity of the work performed, the degree of skill and responsibility required, the inherent risk in the engagement and available resources.
- 6.2 In the absence of any specific agreement to the contrary, our fees will be based on the time spent on the engagement, including time taken up by travel.
- 6.3 We typically review our rates and fees on an annual basis.

## **7. Confidentiality & Disclosure**

- 7.1 We undertake to keep your affairs and information confidential and to use your

4  


- confidential information only in relation to the services for which we are engaged. You likewise agree to treat our confidential information as such, including details of methodologies, technologies and templates used by us.
- 7.2 We will not disclose your confidential information without your prior written consent except where:
- i. Required to do so by any law, regulation, statutory or professional body;
  - ii. Necessary for our engagement with our legal advisors, auditors or insurers; and/or required by your legal advisors, auditors or insurers.
- 7.3 Notwithstanding the above, we may disclose your confidential information to any partner, director or staff member within Forvis Mazars or to relevant third parties or service providers engaged by us on your behalf for the purposes of this engagement.
- 7.4 Our undertaking of confidentiality shall not apply to information which is:
- i. Publicly available;
  - ii. Has been received by a third party who has no duty of confidentiality to you; or
  - iii. Was already known by the receiving party.
- 7.5 In certain circumstances, we may be required in law to disclose confidential information. Certain laws may also compel us to disclose or report information to the relevant authorities. In the unlikely event that this occurs, we undertake to comply with any request only to the extent that we are legally obliged to do so and, where practically possible and permissible to do so, we will notify you of the request or the sharing of information.
- 7.6 For the purposes of marketing the firm and the services provided by us, we may make reference to you and the general services we have furnished to you (to the extent publicly known) either by way of reference to your name, logo or both.

## 8. Regulatory and Professional Obligations

- 8.1 Mazars has adopted a Code of Conduct for Objectivity and Independence ("CCOI") which is compliant with the professional codes issued by both the International Federation of Accountants and the Independent Regulatory Board for Auditors.
- 8.2 Our CCOI requires us to demonstrate professional competence and due care to ensure we render competent professional services to our clients.
- 8.3 If you believe we are not achieving this, you can contact us and discuss this with the:
- i. Engagement leader of the office with whom you have engaged;
  - ii. Managing Partner of the office with whom you have engaged;
  - iii. National Quality and Risk Management Partner; or
  - iv. CEO(s) of Forvis Mazars South Africa. You can find further details in contacting us on our website: <https://www.forvismazars.com/za>
- 8.4 Further details of our regulatory and professional obligations are available on our website: <https://www.forvismazars.com/za>
- We agree to comply with the applicable laws, rules, regulations, guidelines and professional standards with regard to the confidentiality of any information we receive from you. Some of these require us to disclose certain information that may come to our attention whilst carrying out work for you to an external regulatory body or board, including but not limited to matters reportable to the JSE Limited in terms of the Listings Requirements, the Financial Intelligence Centre, an appropriate authority in terms of the Code of Professional Conduct for Registered Auditors issued by the Independent Regulatory Board for Auditors (the IRBA Code) that address Responding to Non-Compliance with Laws and Regulations, and Reportable Irregularities reportable to the Independent Regulatory Board for Auditors in terms of the Auditing Professions Act, 26 of 2005 (the

"APA"). We reserve the right to make information we receive from you available to our insurers or legal advisors in the event that this becomes necessary.

You agree to keep confidential any methodologies and technology used by us when carrying out any work for you. You further agree to allow us to use your name as a reference in proposals or similar submissions to other prospective clients.

## **9. Non-Compliance with Laws and Regulations**

The IRBA Code includes, amongst other sections, section 225 that address Responding to Non-Compliance with Laws and Regulations, for members and associates in public practice.

- 9.1. We have a professional obligation to act in the public interest, and to act in order to:
  - i. enable you to rectify, remediate or mitigate the consequences of the identified or suspected non-compliance with law or regulation; or
  - ii. deter the commission of the non-compliance or suspected non-compliance with law or regulation where it has not yet occurred.
- 9.2. "Non-compliance with law or regulation" (non-compliance) refers to an act of omission or commission, intentional or unintentional, committed by you or by those charged with governance, by management or by other individuals working for or under your direction which are contrary to a prevailing law or regulation.
- 9.3. Where we encounter non-compliance or suspected non-compliance we will seek to obtain an understanding of the matter and where appropriate will discuss the matter with you, the appropriate people, or those charged with governance in order for them to take appropriate action to rectify, remediate or mitigate the consequences of the non-compliance, deter the commission of non-compliance where it has not yet occurred or disclose the matter to appropriate authority where required by law

or regulation or where considered necessary in the public interest.

- 9.4. We, in encountering non-compliance or suspected non-compliance, are also obliged to comply with applicable legislation or professional standards, which may require us to disclose the matter to an appropriate authority.
- 9.5. We also have a professional responsibility to consider whether your response to the instance of non-compliance or suspected non-compliance is adequate, and may determine that further action is necessary. Such further action may include, amongst other actions, the disclosure of the matter to an appropriate authority. We will disclose the matter to an appropriate authority only where, in our professional judgment, the extent of the actual or potential harm that is or may be caused to investors, creditors or employees or the general public is sufficient to justify the disclosure.

In exceptional circumstances, we may be required to immediately disclose the matter to an appropriate authority where we have become aware of actual or intended conduct that we have reason to believe would constitute an imminent breach of law or regulation that would cause substantial harm to investors, creditors, employees or the general public. In such circumstances we will discuss the matter with you as management or those charged with governance where it is appropriate to do so.

Notwithstanding the reporting requirements set out above, where our Engagement is for us to perform an audit of the sort referred to in paragraph (a) of the definition of "audit" in Section 1 of the Auditing Professions Act, 26 of 2005, as amended, or a review of financial statements as defined in Regulation 29 (4) of the Companies Act, 71 of 2008 we also have a reporting requirement towards Reportable Irregularities as described in the engagement letter.

## 10. Access to Information

- 10.1. The Promotion of Access to Information Act, 2 of 2000 ("PAIA") gives effect to the Constitutional right of access to any information in records held by public or private bodies that are required for the exercise or protection of any rights.
- 10.2. Our PAIA manual sets out the procedural requirements for third parties to request access to information held by us and is available on our website: <https://www.forvismazars.com/za>

## 11. Data Protection

- 11.1. We are committed to taking all reasonable steps to ensure the protection of personal information as contemplated in terms of the relevant data protection laws and regulations.
- 11.2. During the course of this agreement, we may collect and process personal information about you and, in the case of a legal person, we may collect and/or process the personal information about any of the directors, officers, trustees, employees or principles of such legal person including that of your affiliates, sub-contractors, consultants, clients, suppliers and any potential target companies that you intend to acquire as the case may be (each a "Data Subject").
- 11.3. You agree that we may collect and process personal data as set out in clause 10.2 above from you, any Data Subject directly, from the legal person for whom a Data Subject works or is contracted to or from any third party as is permissible.
- 11.4. The processing of personal information may include the transfer of such information to our offices (wherever situated), to third parties who may process information on our behalf, to government and law enforcement agencies, professional advisors, when requested by you and/or in order to give effect to this agreement, to regulatory bodies and/or other statutory or professional bodies as may be necessary. In processing

personal information, we will comply with all data protection laws and regulations as may be applicable to us.

- 11.5. Where you give personal information (including special personal information) to us about any Data Subject other than you (including any of your directors, partners, employees, officers or principles), you warrant that you have obtained the necessary consent to share such personal information with us and to process and, where required, transfer such personal information in connection with the performance of the services set out in the engagement letter.
- 11.6. During the course of our engagement, you may provide to us personal information of third parties such as your clients, suppliers, contractors, consultants and the like. Where we process or transfer such personal information, you warrant that you have obtained their consent or have the necessary authority to share such information with us and that you have and will continue to comply with all relevant data protection laws and regulations.
- 11.7. Where personal information is disclosed to us by you, and where necessary in terms of this agreement, we are permitted to transfer personal information to a third party outside South Africa and may also transfer such personal information to any offsite data storage facility/ies whether situated in South Africa or abroad.
- 11.8. You and any Data Subject has the right to request details of the personal and special personal information that we may have in our possession, and to have any inaccuracies contained therein corrected.
- 11.9. To the extent permissible in law, we are permitted to contact you and any Data Subject with marketing communications we believe may be of interest, either on our own or in conjunction with another Forvis Mazars entity or another firm with whom we are collaborating. You or any Data Subject who no longer wishes to receive communications from us can at any time request that such communications cease

by emailing us at  
popi@forvismazars.co.za.

- 11.10. We will comply with any lawful and enforceable request from you and/or any Data Subject to us requesting the return or destruction of personal information in compliance with the relevant data protection laws and regulations.

## **12. Limitation of Liability**

- 12.1. You agree that we will be liable to you only where we are at fault for our actions or omissions.
- 12.2. Our total liability to you for the aggregate of any and all claims you may have against us (including interest) arising from or connected to the engagement for services rendered is limited to 2 (two) times the annual fees payable for such services or actual damages suffered, whichever is the lesser.
- 12.3. You agree that we will not be liable for the:
- i. Loss or corruption of data from any systems;
  - ii. Loss of profit, goodwill and/or business opportunity; and/or
  - iii. Indirect or consequential loss.
- 12.4. Further our general practice is to send documents and communicate by way of email. We will not be liable for any damages or losses sustained by you directly or indirectly associated with the use of email.
- 12.5. Neither party will be liable to the other party nor any cessionary nor third party claiming through or on behalf of the other party for any indirect, special, punitive or consequential damages arising out of or related to this agreement.
- 12.6. You agree not to bring any claim (including one in negligence) against another Forvis Mazars firm (or its partners, members, directors or employees) or our subcontractors in connection with the services.
- 12.7. You will ensure that no group member under

your direct or indirect control, including any holding company (unless a party to the agreement), both while they are a group member and thereafter, brings any claim against any Forvis Mazars firm (or its partners, members, directors or employees) or our subcontractors in respect of any liability relating to the services or the agreement.

- 12.8. You agree that any claim you may bring against us arising from or in connections with the services will be enforceable only against us, and not against any individual however described.
- 12.9. Nothing in this agreement will limit a person's liability for:
- ii. The death or personal injury caused by that person's negligence;
  - iii. That person's fraud; or
  - iv. Anything that cannot by law be limited.
- 12.10. Where the loss you seek to recover in any contractual claim against us was in any way caused or contributed to as a result of your own:
- i. Negligent or intentional acts;
  - ii. Negligent or intentional omissions; or
  - iii. Acts or omissions for which you are vicariously liable.

In terms hereof, any damages we may become liable to pay to you (which will never exceed our maximum liability as specified above) will be reduced to the extent that it is just and equitable to do so as determined by an Arbitrator, having regard to the degree to which your acts or omissions contributed to the loss of the contractual claims made by you.

Notwithstanding the limitation of liability set out above, we will not be entitled to reduce or limit our liability to you or a third party where the Engagement is for us to perform an audit of the sort referred to in paragraph (a) of the definition of "audit" in Section 1 of the Auditing Professions Act, 26 of 2005, as amended.

### **13. Indemnity**

- 13.1. You agree to reimburse us for any liability that we incur in connection with any claim by anyone else in relation to the services, including any legal costs associated therewith on the scale as between attorney and own client.
  
- 13.2. You shall indemnify us and the other Forvis Mazars firms (or its partners, members, directors or employees) against all claims by third parties and resulting liabilities, losses, damages, costs and expenses arising out of the third party's use of or reliance on any report disclosed to it by or through you or at your request.

### **14. Dispute Resolution**

- 14.1. If you have any concerns or are dissatisfied with the service we have provided to you, you should raise them with your engagement leader so that we can discuss your concerns and try to resolve them quickly and in good faith. You may also raise any concern or dispute with the relevant Managing Partner of the office you engaged.
  
- 14.2. If the dispute has not been resolved through these interactions, you are obliged:  
In the first instance, to refer the matter to mediation by a mediator acceptable to both parties, or if no such agreement can be reached by one appointed by the Arbitration Foundation of Southern Africa ("AFSA");  
and Failing resolution by mediation, to refer the dispute to arbitration before an arbitrator appointed by the AFSA and to take place in accordance with the rules of the AFSA.
  
- 14.3. This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters pending finalisation of this dispute resolution process, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.
  
- 14.4. This clause is severable from the remainder of this agreement and shall remain in effect notwithstanding the termination of this agreement for any reason.

### **15. Force Majeure**

- 15.1. Neither party will be liable to the other party for any delay or non-performance of its obligation under this Agreement to the extent it arises from an act of God, local government or government acts, war, fire, flood, earthquake or storm, pandemic, disease or other public health emergency, acts of terrorism, explosion, civil commotion, or industrial dispute/action or any other event beyond the affected party's control ("Force Majeure Event").
  
- 15.2. To the extent that the provision of any service or compliance with any obligations in terms of this Agreement is affected by a Force Majeure Event, the affected party shall:
  - i. Promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and
  - ii. In such circumstances the parties shall co-operate with one another in good faith and use their best endeavours to limit the effect of the delay or non-performance on the other party including but limited to amending the terms of this Agreement and make the necessary adjustments to allow the parties to comply with their respective obligations (i.e., modified timeframes, remote working, amended travel and the like).
  
- 15.3. If performance is not resumed within 30 (thirty) calendar days after the occurrence of the Force Majeure Event, then either party may terminate this Agreement on 30 (thirty) calendar days' written notice to the other party.

### **16. Termination**

- 16.1. Either we or you may terminate this agreement on 30 (thirty) calendar days' written notice.
  
- 16.2. Either we or you will be entitled to terminate this agreement immediately if the other party breaches any material clause of this agreement and fails, on receipt of a notice

to remedy such breach, to rectify such breach within the time set out in the notice.

- 16.3. In the event of either of us terminating or suspending this agreement, we will be entitled to invoice you for all work done, including any disbursements incurred, up to the date of termination.
- 16.4. On termination, each of us, on request, will return any property (other than such works or intellectual property granted by us to you under license as set out in these terms and conditions) belonging to the other that it has in its possession.
- 16.5. During the agreement's termination notice period the team responsible for the given client shall prepare all requested documents in order to transmit them to the client both in an electronic and in a paper form.
- 16.6. We may retain one copy of any documentation upon which the services are based to enable us to maintain a professional record of our involvement.

## **17.Third Parties**

- 17.1. Save to the extent that these terms and conditions provide benefits to our employees, partners, directors, consultants or contractors, or your group of companies, nothing herein is to be construed as creating any rights in favour of any other third parties.

## **18.Non-Solicitation of Employees**

- 18.1. We agree not to directly or indirectly make any offer of employment to each other's respective personnel, either during the term of the agreement or for a period of 6 (six) months after its termination.
- 18.2. Breach of this condition will render the party in default liable to pay, as a genuine and agreed pre-estimate of damage, an amount equal to 6 (six) months' total cost to company remuneration of the personnel so recruited, which remuneration shall be calculated based on the remuneration for the last month of employment.

## **19.Application of these Terms and Conditions**

- 19.1. These terms and conditions, together with each and any engagement letter, will apply in respect of all work done by us, whether it is specified work or otherwise and whether or not there shall be in existence any written or other express acceptance which conflicts or contradicts these.
- 19.2. The engagement letter and the terms and conditions constitute the entire agreement between Forvis Mazars and you.
- 19.3. We reserve the right to amend these terms and conditions from time to time by giving you no less than 30 (thirty) calendar days' notice in writing.
- 19.4. Should the new or amended terms and conditions not be acceptable to you, then you shall have the right to terminate these terms and conditions and each and every engagement letter immediately, notwithstanding any other provision of these terms and conditions.

Regima Skin Treatments CC agrees to the terms and conditions contained in these Standard Terms and Conditions:

Company stamp

Signed by



Who warrants that he/she is duly authorised to sign on behalf of the company.

Designation signature date: 17/09/2025



11

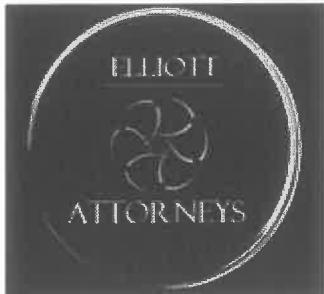
**From:** secretary@elliottattorneys.co.za  
**Sent:** Thursday, 25 September 2025 11:11  
**To:** jax@regima.zone  
**Cc:** dan@regima.zone; 'Keegan Elliott'  
**Subject:** KF0019\_25.09.2025  
**Attachments:** KF0019 - Letter to Opposition (Mr & Mrs Faucitt) 25.09.2025.pdf

Dear Sir / Madam,

Kindly find attached hereto for your reference.

Kind regards,

*Cindy van Zeeel*  
TYPIST



**Elliott Attorneys Inc**

Tel: 012 012 5067

Cell: 081 740 2130

Fax: 012 012 5068

Web: [www.elliottattorneys.co.za](http://www.elliottattorneys.co.za)

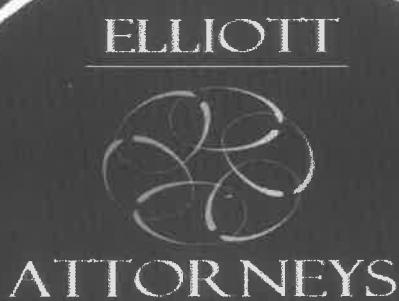
Address: Office 12, Garsfontein Office Park, 645 Jacqueline Drive, Garsfontein, Pretoria

Postal: Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

Kindly add our email addresses and/or domain to your 'safe senders' list, in order to prevent any vital information being routed to your spam folder.

The content of this email, as well as the attachments thereto, are confidential in nature and only intended for the specified recipients thereof. Should you receive this email in error, kindly notify our office immediately, and delete the email if the same was received in error – kindly refrain from reading same. This email is not to be copied, reproduced, or disseminated in any way. The content hereof, and/or of any attachments hereto is proprietary in nature, confidential, and may be subject to attorney client privilege. Elliott Attorneys cannot ensure that this email has remained virus free. Elliott Attorneys cannot ensure that this email has remained free of errors, and can further not guarantee that the same has remained free of interference. To confirm any content, kindly contact Elliott Attorneys. Elliott Attorneys, and its representatives, do not accept responsibility for any loss arising from unauthorised access to, or interference with, any Internet communications by any third party, or from the transmission of any viruses, if any. Any information in this e-mail or its attachments is a result of the views of the author thereof, wherefore no liability will pass to Elliott Attorneys. Under the Protection of Personal Information Act ("POPIA"), we have a general duty to protect the information we process. We are committed to ensuring the security and protection of the personal information processed by Elliott Attorneys, however, cannot be held liable due to data breaches and/or information 'leakages' of whatsoever nature through the use of third parties, whom hold their own responsibility in terms of complying with POPIA. Third parties may include, but are not limited, to email service providers and exchanges, over which we carry no control.

**KINDLY NOTE THAT OUR TRUST ACCOUNT DETAILS REMAIN UNCHANGED. SHOULD ANY SUCH CORRESPONDENCE BE RECEIVED, KINDLY CONTACT OUR OFFICE TELEPHONICALLY TO CONFIRM THE VERACITY THEREOF.**



Incorporated

2018/091814/21

Address: Office 12, Garsfontein Office Park  
645 Jacqueline Drive  
Garsfontein  
Pretoria

Tel/Fax: 012 012 5067 / 012 012 5068  
Email: [keegan@elliottattorneys.co.za](mailto:keegan@elliottattorneys.co.za)  
Website: <http://www.elliottattorneys.co.za>

**Our Ref:** KRE/CVZ/KF0019

**Your Ref:** 0558631

**Date:** 25/09/2025

---

To: Mr & Mrs Faucitt

Per Email: [jax@regima.zone](mailto:jax@regima.zone)

[dan@regima.com](mailto:dan@regima.com)

Dear Sir / Madam,

**RE: PETER ANDREW FAUCITT // JACQUELINE FAUCITT & DANIEL JAMES FAUCITT & 7 OTHERS**

**CASE NO: 2025-137857**

The above-mentioned matter refers.

We wish to advise that we take note of the withdrawal of your attorneys of record.

We accordingly look forward to confirmation of your newly appointed attorneys, if any.

In the interim, we take note of your consent to electronic service of legal documents.

---

Director: KR ELLIOTT

(LLB)

Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

Save for as aforesaid, we confirm receipt of your alleged notice withdrawing from the settlement agreements.

Such withdrawal therefrom is not accepted, and the reasoning therefore as included in your correspondence is, respectfully, unfounded.

Our client's rights remain reserved to address the content thereof in the appropriate forum, form, or as may be necessitated.

In the interim, the content thereof is deemed denied.

In terms of the agreements, we advise, as pertains to inter-account transfers, that our client advises that excess funds held in the current accounts, will be transferred to savings accounts on *inter alia* a daily basis, in order to ensure the following:

1. That interest is accrued thereupon;
2. That business funds are secured, as the business cards are linked to *inter alia* the current accounts;

Our client will make arrangements that statements therefore are provided on a weekly basis, if necessitated.

Save for as above, you are also welcome to request statements from time to time.

We trust the above is in order, and confirm that our client's rights remain reserved.

Yours faithfully,

**ELLIOTT ATTORNEYS**

(Dictated but not perused)

---

Director: **KR ELLIOTT**  
(LLB)  
Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

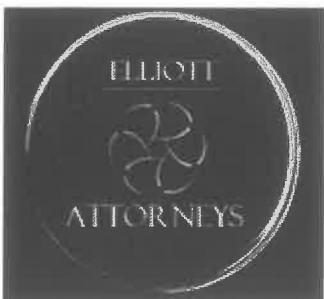
**From:** secretary@elliottattorneys.co.za  
**Sent:** Monday, 22 September 2025 09:52  
**To:** smunga@ensafrica.com  
**Cc:** cmakutu@ensafrica.com; lmort@ensafrica.com; info@ENSafrica.com; 'Keegan Elliott'  
**Subject:** KF0019 // 0558631 // 22.09.2025  
**Attachments:** KF0019 - Letter to Opposition(ENS Attorneys) 22.09.2025.pdf

Dear Sir / Madam,

Kindly find attached hereto for your reference.

Kind regards,

*Cindy van Zeele*  
TYPIST



**Elliott Attorneys Inc**

Tel: 012 012 5067

Cell: 081 740 2130

Fax: 012 012 5068

Web: [www.elliottattorneys.co.za](http://www.elliottattorneys.co.za)

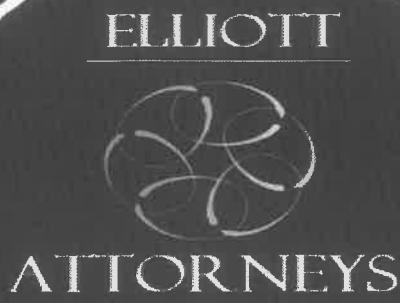
Address: Office 12, Garsfontein Office Park, 645 Jacqueline Drive, Garsfontein, Pretoria

Postal: Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

Kindly add our email addresses and/or domain to your 'safe senders' list, in order to prevent any vital information being routed to your spam folder.

The content of this email, as well as the attachments thereto, are confidential in nature and only intended for the specified recipients thereof. Should you receive this email in error, kindly notify our office immediately, and delete the email if the same was received in error – kindly refrain from reading same. This email is not to be copied, reproduced, or disseminated in any way. The content hereof, and/or of any attachments hereto is proprietary in nature, confidential, and may be subject to attorney client privilege. Elliott Attorneys cannot ensure that this email has remained virus free. Elliott Attorneys cannot ensure that this email has remained free of errors, and can further not guarantee that the same has remained free of interference. To confirm any content, kindly contact Elliott Attorneys. Elliott Attorneys, and its representatives, do not accept responsibility for any loss arising from unauthorised access to, or interference with, any Internet communications by any third party, or from the transmission of any viruses, if any. Any information in this e-mail or its attachments is a result of the views of the author thereof, wherefore no liability will pass to Elliott Attorneys. Under the Protection of Personal Information Act ("POPIA"), we have a general duty to protect the information we process. We are committed to ensuring the security and protection of the personal information processed by Elliott Attorneys, however, cannot be held liable due to data breaches and/or information 'leakages' of whatsoever nature through the use of third parties, whom hold their own responsibility in terms of complying with POPIA. Third parties may include, but are not limited, to email service providers and exchanges, over which we carry no control.

KINDLY NOTE THAT OUR TRUST ACCOUNT DETAILS REMAIN UNCHANGED. SHOULD ANY SUCH CORRESPONDENCE BE RECEIVED, KINDLY CONTACT OUR OFFICE TELEPHONICALLY TO CONFIRM THE VERACITY THEREOF.



Incorporated

2018/091814/21

Address: Office 12, Garsfontein Office Park  
645 Jacqueline Drive  
Garsfontein  
Pretoria  
  
Tel/Fax: 012 012 5067 / 012 012 5068  
Email: [keegan@elliottattorneys.co.za](mailto:keegan@elliottattorneys.co.za)  
Website: <http://www.elliottattorneys.co.za>

**Our Ref:** KRE/CVZ/KF0019

**Your Ref:** 0558631

**Date:** 22/09/2025

To: ENS Attorneys

Per Email: [smunga@ensafrica.com;](mailto:smunga@ensafrica.com;)

CC: [cmakutu@ensafrica.com;](mailto:cmakutu@ensafrica.com;) [lmort@ensafrica.com;](mailto:lmort@ensafrica.com;) [info@ENSAfrica.com;](mailto:info@ENSAfrica.com;)

Dear Sir / Madam,

**RE: PETER ANDREW FAUCITT // JACQUELINE FAUCITT & DANIEL JAMES FAUCITT & 7 OTHERS**  
**CASE NO: 2025-137857**

The above-mentioned matter refers, as well as all correspondence exchanged between our office and yourself.

We wish to confirm the telephonic discussion held between writer hereof and yourself on the 19<sup>th</sup> of September 2025.

In terms of the aforesaid, we confirm, as discussed, that your client (Jacqueline) had contacted members of the relevant staff, and had conducted herself in the following manner:

---

Director: KR ELLIOTT

(LLB)

Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

1. She had *inter alia* threatened staff with POPI compliance issues, as a result of having made use of the office mailing list;
2. She had advised staff that an over-haul, as pertains to the company, would be proceeded with imminently, as pertains to *inter alia* the restructuring of employees;

We accordingly confirm, as discussed, that an undertaking is requested that your client will desist with such conduct.

We confirm that such conduct is *inter alia* prejudicial to the continuation of the business, and as a result, stands in direct contradiction of the Order of Court.

We await your urgent confirmation herein, and thank you for the same.

Yours faithfully,

**ELLIOTT ATTORNEYS**

(Dictated but not perused)

---

Director: **KR ELLIOTT**

(LLB)

Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

**Subject:** FW: Update on RegimA matters

**From:** Jacqui Faucitt <[jax@regima.zone](mailto:jax@regima.zone)>

**Sent:** Tuesday, 30 September 2025 11:41

**To:** Jaco van Niekerk <[jvnlegal@outlook.com](mailto:jvnlegal@outlook.com)>; [rynette@regimaskin.co.za](mailto:rynette@regimaskin.co.za); [davidbayliss@mweb.co.za](mailto:davidbayliss@mweb.co.za)

**Cc:** 'Jacqui Faucitt' <[jax@regima.com](mailto:jax@regima.com)>; [pete@regimaskin.co.za](mailto:pete@regimaskin.co.za); Linda <[linda@regima.zone](mailto:linda@regima.zone)>; 'Rynette Farrar' <[rynette@regimaskin.co.za](mailto:rynette@regimaskin.co.za)>

**Subject:** RE: Update on RegimA matters

Hi Dave and Jaco

Pete has a court order against me and has banned me from the building on spurious claims. Trying to get my salary but THEY ARE HOLDING IT BACK FOR SOME REASON. I have training next week so will be there then definitely.

## **Keegan Elliott**

---

**Subject:** FW: RESTRICTED FROM ATTENDING SCHEDULED TRAINING NEXT MONDAY AND TUESDAY

---

**From:** Jacqui Faucitt <[jax@regima.zone](mailto:jax@regima.zone)>  
**Sent:** Tuesday, 30 September 2025 11:36  
**To:** 'Rynette Farrar' <[rynette@regimaskin.co.za](mailto:rynette@regimaskin.co.za)>  
**Cc:** [linda@regimaskin.co.za](mailto:linda@regimaskin.co.za); [gayane@regimaskin.co.za](mailto:gayane@regimaskin.co.za); [kent@regimaskin.co.za](mailto:kent@regimaskin.co.za)  
**Subject:** NO SALARY RECEIVED DESPITE PROMISE. FOR THE RECORD

PETE MUST PROVIDE CONFIRMATION OF PAYMENT OF MY SALARY OUT OF MY ACCOUNT. HE STATED IT WAS PAID THIS MORNING, NOT RECEIVED YET. I CAN COME AND COLLECT THE CONFIRMATION OF PAYMENT NOW NOW. EVERYONE ELSE HAS BEEN PAID. THIS IS MONEY FROM MY OWN ACCOUNT SO NEEDS TO BE PAID NOW, EVERYONE ELSE WAS PAID LAST WEEK

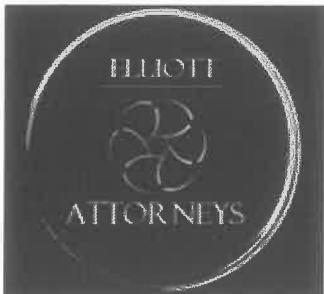
**From:** secretary@elliottattorneys.co.za  
**Sent:** Friday, 26 September 2025 11:13  
**To:** smunga@ensafrica.com  
**Cc:** cmakutu@ensafrica.com; lmort@ensafrica.com; info@ENSafrica.com; 'Keegan Elliott'  
**Subject:** KF0019 // 0558631 // 26.09.2025  
**Attachments:** KF0019 - Letter to Erstwhile Opposition (ENS Attorneys) 26.09.2025.pdf

Dear Sir / Madam,

Kindly find attached hereto for your reference.

Kind regards,

*Cindy van Zwheel*  
TYPIST



**Elliott Attorneys Inc**

Tel: 012 012 5067

Cell: 081 740 2130

Fax: 012 012 5068

Web: [www.elliottattorneys.co.za](http://www.elliottattorneys.co.za)

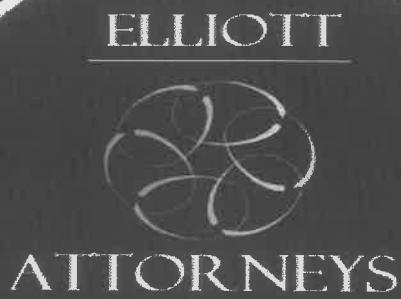
Address: Office 12, Garsfontein Office Park, 645 Jacqueline Drive, Garsfontein, Pretoria

Postal: Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

Kindly add our email addresses and/or domain to your 'safe senders' list, in order to prevent any vital information being routed to your spam folder.

The content of this email, as well as the attachments thereto, are confidential in nature and only intended for the specified recipients thereof. Should you receive this email in error, kindly notify our office immediately, and delete the email if the same was received in error – kindly refrain from reading same. This email is not to be copied, reproduced, or disseminated in any way. The content hereof, and/or of any attachments hereto is proprietary in nature, confidential, and may be subject to attorney client privilege. Elliott Attorneys cannot ensure that this email has remained virus free. Elliott Attorneys cannot ensure that this email has remained free of errors, and can further not guarantee that the same has remained free of interference. To confirm any content, kindly contact Elliott Attorneys. Elliott Attorneys, and its representatives, do not accept responsibility for any loss arising from unauthorised access to, or interference with, any Internet communications by any third party, or from the transmission of any viruses, if any. Any information in this e-mail or its attachments is a result of the views of the author thereof, wherefore no liability will pass to Elliott Attorneys. Under the Protection of Personal Information Act ("POPIA"), we have a general duty to protect the information we process. We are committed to ensuring the security and protection of the personal information processed by Elliott Attorneys, however, cannot be held liable due to data breaches and/or information 'leakages' of whatsoever nature through the use of third parties, whom hold their own responsibility in terms of complying with POPIA. Third parties may include, but are not limited, to email service providers and exchanges, over which we carry no control.

**KINDLY NOTE THAT OUR TRUST ACCOUNT DETAILS REMAIN UNCHANGED. SHOULD ANY SUCH CORRESPONDENCE BE RECEIVED, KINDLY CONTACT OUR OFFICE TELEPHONICALLY TO CONFIRM THE VERACITY THEREOF.**



Incorporated

2018/091814/21

Address: Office 12, Garsfontein Office Park  
645 Jacqueline Drive  
Garsfontein  
Pretoria  
  
Tel/Fax: 012 012 5067 / 012 012 5068  
Email: [keegan@elliottattorneys.co.za](mailto:keegan@elliottattorneys.co.za)  
Website: <http://www.elliottattorneys.co.za>

Our Ref: KRE/CVZ/KF0019

Your Ref: 0558631

Date: 26/09/2025

To: ENS Attorneys

Per Email: [smunga@ensafrica.com](mailto:smunga@ensafrica.com);

CC: [cmakutu@ensafrica.com](mailto:cmakutu@ensafrica.com); [lmort@ensafrica.com](mailto:lmort@ensafrica.com); [info@ENSAfrica.com](mailto:info@ENSAfrica.com);

Dear Sir / Madam,

**RE: PETER ANDREW FAUCITT // JACQUELINE FAUCITT & DANIEL JAMES FAUCITT & 7 OTHERS**  
**CASE NO: 2025-137857**

The above-mentioned matter refers.

We wish to advise, with reference to the Court Order herein, and your erstwhile clients having, as a result, per the correspondence exchanged, provided the business cards to your office, request that you tender the collection thereof, so that our messenger may uplift same from your office.

We look forward to your confirmation, and thank you for the same.

---

Director: **KR ELLIOTT**  
(LLB)

Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

Yours faithfully,

**ELLIOTT ATTORNEYS**

(Dictated but not perused)

---

Director: **KR ELLIOTT**

(LLB)

Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

## Keegan Elliott

---

**From:** Shenaaz Munga <smunga@ensafrica.com>  
**Sent:** Friday, 26 September 2025 11:18  
**To:** secretary@elliottattorneys.co.za; 'Keegan Elliott'  
**Cc:** Carol Masego Makutu; Laurence Mort  
**Subject:** Re: KF0019 // 0558631 // 26.09.2025

Dear Keegan

I hope you are well.

Thank you for your email. The cards in possession of Jacqui Faucitt. Please arrange collection from her.

Kind regards

**Shenaaz Munga**

Executive  
Dispute Resolution  
+27 67 180 4706  
+27 11 269 7600  
smunga@ensafrica.com

[ENS locations](#)

[UNsubscribe](#) | [Privacy Policy](#) | [Be Alert](#)



Before depositing funds, please call the person responsible for your matter to verify that the bank account you have on record is a legitimate bank account of ENS



Edward Nathan Sonnenbergs Incorporated registration number 2006/018200/21  
level 1 B-BBEE rating

This email contains confidential information. It may also be legally privileged. Interception of this email is prohibited. The information contained in this email is only for the use of the intended recipient. If you are not the intended recipient, any disclosure, copying and/or distribution of the content of this email, or the taking of any action in reliance thereon, or pursuant thereto, is strictly prohibited. Should you have received this email in error, please notify us immediately by return email. ENSafrica (ENS and its affiliates) shall not be liable if any variation is effected to any document or correspondence emailed unless that variation has been approved in writing by the attorney dealing with the matter.

---

**From:** secretary@elliottattorneys.co.za <secretary@elliottattorneys.co.za>  
**Date:** Friday, 26 September 2025 at 11:13  
**To:** Shenaaz Munga <smunga@ensafrica.com>  
**Cc:** Carol Masego Makutu <cmakutu@ensafrica.com>, Laurence Mort <lmort@ensafrica.com>, info <info@ENSAfrica.com>, 'Keegan Elliott' <keegan@elliottattorneys.co.za>  
**Subject:** KF0019 // 0558631 // 26.09.2025

**CAUTION: This email originates from outside ENS. Do not click links or open attachments unless you recognise the sender and know the content is safe. If in doubt please contact [IT@ensafrica.com](mailto:IT@ensafrica.com).**

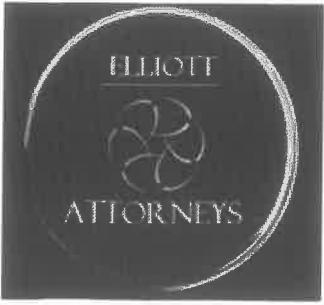
---

Dear Sir / Madam,

Kindly find attached hereto for your reference.

Kind regards,

Cindy van Zwheel  
TYPIST



## Elliott Attorneys Inc

Tel: 012 012 5067

Cell: 081 740 2130

Fax: 012 012 5068

Web: [www.elliottattorneys.co.za](http://www.elliottattorneys.co.za)

Address: Office 12, Garsfontein Office Park, 645 Jacqueline Drive, Garsfontein, Pretoria

Postal: Postnet Suite 326, Private Bag X20009, Garsfontein, 0042

Kindly add our email addresses and/or domain to your 'safe senders' list, in order to prevent any vital information being routed to your spam folder.

The content of this email, as well as the attachments thereto, are confidential in nature and only intended for the specified recipients thereof. Should you receive this email in error, kindly notify our office immediately, and delete the email if the same was received in error – kindly refrain from reading same. This email is not to be copied, reproduced, or disseminated in any way. The content hereof, and/or of any attachments hereto is proprietary in nature, confidential, and may be subject to attorney client privilege. Elliott Attorneys cannot ensure that this email has remained virus free. Elliott Attorneys cannot ensure that this email has remained free of errors, and can further not guarantee that the same has remained free of interference. To confirm any content, kindly contact Elliott Attorneys. Elliott Attorneys, and its representatives, do not accept responsibility for any loss arising from unauthorised access to, or interference with, any Internet communications by any third party, or from the transmission of any viruses, if any. Any information in this e-mail or its attachments is a result of the views of the author thereof, wherefore no liability will pass to Elliott Attorneys. Under the Protection of Personal Information Act ("POPIA"), we have a general duty to protect the information we process. We are committed to ensuring the security and protection of the personal information processed by Elliott Attorneys, however, cannot be held liable due to data breaches and/or information 'leakages' of whatsoever nature through the use of third parties, whom hold their own responsibility in terms of complying with POPIA. Third parties may include, but are not limited, to email service providers and exchanges, over which we carry no control.

**KINDLY NOTE THAT OUR TRUST ACCOUNT DETAILS REMAIN UNCHANGED. SHOULD ANY SUCH CORRESPONDENCE BE RECEIVED, KINDLY CONTACT OUR OFFICE TELEPHONICALLY TO CONFIRM THE VERACITY THEREOF.**