# REFINED ANSWERING AFFIDAVIT - DANIEL JAMES FAUCITT (v3)

**IN THE HIGH COURT OF SOUTH AFRICA** **GAUTENG DIVISION, PRETORIA** **CASE NO: 2025-137857**

## In the matter between:

**PETER ANDREW FAUCITT** - Applicant

and

**JACQUELINE FAUCITT** - First Respondent **DANIEL JAMES FAUCITT** - Second Respondent **REGIMA WORLDWIDE DISTRIBUTION (PTY) LTD** - Third Respondent **REGIMA SKIN TREATMENTS CC** - Fourth Respondent **VILLA VIA ARCADIA NO CC** - Fifth Respondent **STRATEGIC LOGISTICS CC** - Sixth Respondent **FIRSTRAND BANK LTD t/a FIRST NATIONAL BANK** - Seventh Respondent **ABSA BANK LTD** - Eighth Respondent **THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION** - Ninth Respondent

## ANSWERING AFFIDAVIT

I, the undersigned,

**DANIEL JAMES FAUCITT**

Do hereby make oath and state as follows:

### 1. INTRODUCTION

1.1. I am an adult male businessman and the Second Respondent in this matter, residing at Suite no. 132, Nicol Hotel, Corner Nicol Road and Skeen Boulevard, Bedfordview. The facts herein are within my personal knowledge, unless otherwise stated or apparent from the context, and are true and correct.

1.2. This affidavit is made in answer to the Applicant’s Founding Affidavit and in support of the relief sought by the First and Second Respondents. I will address the Applicant’s allegations in the order they appear in the Founding Affidavit, under the corresponding paragraph numbers.

1.3. I deny the Applicant’s allegations in their entirety, except where expressly admitted. The Applicant’s narrative is a deliberate misrepresentation of the facts, designed to conceal a systematic campaign of financial sabotage and to wrest control of businesses I built independently.

### AD PARAGRAPHS 1 & 1.3: THE APPLICANT

2.1. I admit the Applicant’s identity and address. I deny the remainder of these paragraphs.

### AD PARAGRAPHS 2 & 2.4: RECKLESS TRADING

3.1. I deny that the business was carried on recklessly. The opposite is true. From 2017 to 2025, my late partner, Kayla Pretorius, and I built and managed over 51 Shopify stores, generating a combined annual revenue of **R34.9 million**. This demonstrates prudent and successful business management, not recklessness.

3.2. The Applicant’s claim of reckless trading is a fabrication designed to justify his unlawful actions. The true recklessness lies in the Applicant’s systematic sabotage of these profitable operations, which I will detail below.

### AD PARAGRAPHS 3, 3.2, 3.4, 3.4.2, 3.6, 3.6.1, 3.6.2, 3.7, 3.7.2, 3.8, 3.9, 3.11, 3.13: THE RESPONDENTS

4.1. I confirm the identities and registration details of the Third to Ninth Respondents. I deny the Applicant’s characterization of their roles and my involvement with them, which I will clarify in the relevant sections below.

### AD PARAGRAPH 4: ACCOUNTING OFFICERS

5.1. I confirm that Bantjes and Company CA(SA) are the appointed accounting officers. However, the Applicant makes a critical and material omission by failing to disclose the true nature of his relationship with Mr. Danie Bantjes, which extends far beyond that of an independent accountant.

5.2. Mr. Bantjes operates under a severe and undisclosed conflict of interest, holding multiple irreconcilable roles: - **Undisclosed Trustee:** He is a Trustee of the Faucitt Family Trust, a fact that was not disclosed to the beneficiaries, including myself and the First Respondent. This is a material non-disclosure under the Trust Property Control Act, 57 of 1988. - **Debtor:** He has a significant financial liability, with an investment payout schedule showing R18.685 million due by May 2026. This places him in a position of financial subservience to the Applicant. - **Company Controller:** At the time I exposed the fraud on June 6, 2025, Mr. Bantjies was effectively controlling the companies.

5.3. This combination of roles creates an impermissible conflict of interest. An individual who is a trustee, a debtor to the founder, and the de facto controller of the trust’s assets cannot provide the impartial oversight required of an accounting officer. This conflict is not a peripheral issue; it is central to the entire fraudulent scheme, as it provided the motive and mechanism for the subsequent actions against me and the companies I managed. Evidence of these conflicts is detailed in **Annexure DA1** (Entity\_Relation\_Event\_Timeline\_Analysis).

### AD PARAGRAPHS 6.1, 6.3, 6.5: CORPORATE STRUCTURE

6.1. I deny the Applicant’s portrayal of the corporate structure. The Applicant falsely claims to have created the Third to Sixth Respondents and their present directors/members. This is untrue.

6.2. I, along with my late partner, Kayla Pretorius, built the e-commerce operations from the ground up after the Applicant repudiated any relationship with us in 2016, telling us to “buy your own laptops and pay for your own office.” We self-funded the entire operation, including the Shopify Plus platform that powers the 51 stores generating R34.9 million in annual revenue. The evidence of our independent operation and revenue generation is detailed in **Annexure DA2** (Shopify\_Invoice\_Analysis).

### AD PARAGRAPHS 7, 7.3, 7.6, 7.8, 7.10, 7.13, 7.16, 7.18, 7.20: ALLEGED MISMANAGEMENT

7.1. I deny all allegations of mismanagement. The Applicant’s claims are a classic case of a manufactured crisis, where he created the very problems he now complains of.

7.2. **Card Cancellations (AD 7.13, 7.20):** The Applicant admits to cancelling the business bank cards in June 2025. This was a deliberate act of sabotage. On **June 6, 2025**, I cooperated fully with the Applicant’s request for financial information. The very next day, **June 7, 2025**, the Applicant cancelled the cards, cutting off access to the very systems needed to provide the requested documentation. This is not the action of a concerned director; it is the action of a saboteur, as detailed in the timeline of the coordinated attack in **Annexure DA3** (Nine\_Prong\_Attack).

7.3. **Financial Harm (AD 7.6):** The Applicant’s claim that I caused financial harm is baseless. The R500,000 loan mentioned was part of the normal course of business. The real financial harm was caused by the Applicant’s own actions, including the warehouse sabotage The warehouse sabotage is detailed in **Annexure DA4** (Warehouse\_Fraud\_Evidence).

### AD PARAGRAPHS 8.4, 8.5, 8.7, 8.10 & 9.2, 9.3: FINANCIAL MISCONDUCT

8.1. I deny the allegations of financial misconduct. The Applicant’s claims of “unexplained” and “unexplainable” expenses are deliberately misleading and ignore the nature of the global e-commerce business I built.

8.2. **Computer-Related Costs (AD 8.7):** The Applicant points to R8.85 million in computer-related costs over two years as evidence of misconduct. This is false. These costs are the necessary operational expenses for running a global e-commerce platform with 51 Shopify stores, generating R34.9 million in annual revenue. These expenses, which amount to just 4.6% of revenue, are well within the 5-10% industry benchmark for a technology-driven business. They include Shopify Plus subscriptions, server costs, software licenses, and other essential infrastructure, as evidenced in **Annexure DA2**.

8.3. **International Expenses & Tax Implications (AD 9.2):** The Applicant’s alarm over international expenses is feigned. A global e-commerce business naturally incurs international costs. The true tax problem was created by the Applicant’s own agents. For two years (July 2023 - March 2025), the accounting system was controlled by Rynette Farrar, who failed to allocate expenses. Then, on **March 30, 2025**, she and the Applicant dumped two years of unallocated expenses on me with a 12-hour deadline to sign off for SARS submissions. This was a trap, designed to make proper accounting impossible, and is detailed in **Annexure DA5** (Systematic\_Blackout).

### AD PARAGRAPHS 10.1 through 10.14: APPLICATION TO DECLARE RESPONDENTS DELINQUENT

9.1. I deny that my mother, the First Respondent, or I have acted in a manner that is delinquent, grossly negligent, or in breach of trust. The Applicant’s allegations in this regard are without merit and are a complete inversion of the truth. The application to declare us delinquent is a malicious and baseless attempt to remove us from the companies we built and to conceal the Applicant’s own unlawful conduct.

9.2. The Applicant’s reliance on Sections 42 and 47 of the Close Corporations Act and Section 162 of the Companies Act is misplaced. It is the Applicant and his agents, not the Respondents, who have acted in a manner that is grossly negligent, inflicted harm upon the companies, and breached their fiduciary duties.

9.3. The evidence overwhelmingly demonstrates that the Applicant, in concert with Mr. Danie Bantjes and Ms. Rynette Farrar, has engaged in a systematic campaign of financial sabotage, perjury, and fraud. This includes: - The deliberate destruction of a R34.9 million-a-year e-commerce business through warehouse sabotage (**Annexure DA4**) and revenue hijacking (**Annexure DA3**). - The perjury committed by the Applicant in his Founding Affidavit regarding the reasons for the interdict and the state of the companies, as detailed in **Annexure DA6** (Perjury\_Analysis). - The undisclosed conflict of interest of Mr. Bantjes, who acted as Trustee, accountant, and debtor to the Applicant, as detailed in **Annexure DA1**. - The transfer pricing abuse scheme involving Strategic Logistics CC, Adderory (Pty) Ltd, and RegimA Skin Treatments CC, also detailed in **Annexure DA1**.

9.4. I submit that it is the Applicant, Peter Andrew Faucitt, who should be declared a delinquent director under Section 162 of the Companies Act. His actions have caused immense financial and reputational damage to the companies and have been carried out with a clear intent to defraud the Respondents and the beneficiaries of the Faucitt Family Trust.

### AD PARAGRAPHS 11.2, 11.3, 11.4, 11.6, 11.8 & 12.1, 12.2, 12.3, 12.4: UK OPERATIONS & ALLEGED FRAUD

10.1. I deny these allegations in their entirety. The Applicant’s narrative regarding the UK operations is a complete fabrication and demonstrates a profound and willful ignorance of the business he purports to manage. His claims of a “ruse” and “misappropriated” money are a deliberate attempt to mislead this Honourable Court.

10.2. **The Payment Flow is Reversed – UK Funds South Africa:** The Applicant’s central claim—that the UK branch fails to pay the South African companies—is perjurious. There is no branch to speak of, only a company the applicant Abandoned at the first sign of trouble, and which is now sustained by my other UK companies in order to try and gradually settle its debts and restore it to good standing. The commercial reality is the exact opposite. My independent UK company, RegimA Zone Ltd, has been **funding** the South African Shopify operations for years. Invoices show that UK-based cards paid for the Shopify Plus subscriptions for RegimA Worldwide Distribution alone, amounting to over **R84,661 monthly**. The Applicant’s claim of non-payment is not just false; it is the inverse of the truth, as detailed in **Annexure DA7** (UK\_Funding\_Perjury).

10.3. **The “Ubuntu Principle” – A Vision of Support, Not Theft:** The Applicant’s feigned concern about the UK branch’s finances is rendered absurd by the “Ubuntu Principle.” This was a multi-year project, 90% complete by May 2025, to transfer over **R35 million** per year from the successful UK platform *to* the South African companies. This initiative, conceived by my late partner Kayla and myself, was designed to protect the South African businesses and their employees. The Applicant’s sabotage campaign halted this vital transfer just weeks from completion, proving his true intent was destruction, not protection. This is detailed in **Annexure DA8** (Ubuntu\_Principle).

10.4. **The Threat of Insolvency is of the Applicant’s Own Making:** The Applicant’s prediction of insolvency is a self-fulfilling prophecy. The only reason these companies face financial distress is due to his own malicious actions, as detailed in **Annexure DA3**, including: - Blocking **R34.9 million** in annual revenue by sabotaging the warehouse. - Diverting clients to a new, competing website (regimaskin.co.za) registered by his agent’s son.

- Emptying the remaining accounts on \*\*September 11, 2025\*\*.

### AD PARAGRAPHS 13.2 through 13.8: REQUIREMENTS FOR INTERDICTORY RELIEF

11.1. I deny that the Applicant has met any of the requirements for the drastic relief he seeks. The entire application is founded on falsehoods and manufactured urgency.

11.2. **No Clear Right (AD 13.2):** The Applicant has no right to interfere with the independent businesses I built. His attempt to claim prejudice is a smokescreen for his true motive: to seize control of profitable assets he did not create and to silence me after I exposed his fraud. The power structure of the Faucitt Family Trust is detailed in **Annexure DA9** (Power\_Structure).

11.3. **No Injury or Apprehension of Harm (AD 13.2.2, 13.3):** The only injury has been self-inflicted. The Applicant’s own actions—sabotaging the warehouse, cancelling cards, and diverting revenue—are the sole cause of any harm to the corporations. His apprehension is not of harm *to* the companies, but of being held accountable for his own fraudulent conduct.

11.4. **Alternative Remedy Exists (AD 13.4):** The Applicant had a far simpler and more direct remedy available. As the self-proclaimed “Main Trustee” with allegedly absolute powers, he could have addressed any legitimate concerns internally. The fact that he bypassed the Trust and rushed to Court with a baseless ex-parte application proves his motive was not to solve a problem, but to create one. This is a classic case of abuse of process.

11.5. **Balance of Convenience (AD 13.5):** The balance of convenience weighs overwhelmingly in favour of the Respondents. The interdict has caused catastrophic and irreparable harm, destroying a R34.9 million-a-year business and jeopardizing the livelihoods of thousands of people involved in the supply chain. Setting aside the interdict and restoring operations is the only just and equitable course of action.