

Annexure A to NCC v Imagine Cruising (Pty) Ltd t/a Imagine Holidays
NCT/417752/2025/73(2)(b)

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IN THE NATIONAL CONSUMER TRIBUNAL HELD AT CENTURION

CASE NUMBER: NCT/417752/2025/73(2)(b)

In the matter between:

NATIONAL CONSUMER COMMISSION

APPLICANT

AND

IMAGINE CRUISING (PTY) LTD

T/A IMAGINE HOLIDAYS

REGISTRATION NUMBER: 2012/166464/07

RESPONDENT

SETTLEMENT AGREEMENT

1. BACKGROUND:

1.1 The National Consumer Commission (NCC) is a statutory body established in Terms of Section 85 of the Consumer Protection Act, 2008 (CPA) and is responsible for the enforcement of the CPA and Regulations promulgated in terms thereof by, inter alia:

1.1.1 Receiving complaints concerning alleged prohibited conduct.

1.1.2 Investigating and evaluating alleged prohibited conduct, and

1.1.3 Concluding consent orders where appropriate.

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- 1.2 The NCC received a complaint from Ms. Koleka Lubelwana("the Complainant") alleging that **IMAGINE CRUISING (PTY) LTD T/A IMAGINE HOLIDAYS** has engaged in prohibited conduct in its dealings with her.
- 1.3 Based on the above, the NCC formed a reasonable suspicion of prohibited conduct by **IMAGINE CRUISING (PTY) LTD T/A IMAGINE HOLIDAYS** and issued a Directive, directing an Inspector to conduct the investigation into the conduct of **IMAGINE CRUISING (PTY) LTD T/A IMAGINE HOLIDAYS** and to produce a report.
- 1.4 At the conclusion of the investigation, the NCC made findings to the effect that **IMAGINE CRUISING (PTY) LTD T/A IMAGINE HOLIDAYS** has contravened certain provisions of the CPA, in particular Section 17(2), (3) and (4), section 48(2)(a) and (b), and section 51(1)(a) and (b).
- 1.5 Following findings of contraventions of the CPA as stated in paragraph 1.4 above, which **IMAGINE CRUISING (PTY) LTD T/A IMAGINE HOLIDAYS** has admitted to, the NCC has proposed a consent order as contemplated in Section 74 of the CPA.
- 1.6 **NCC and IMAGINE CRUISING (PTY) LTD T/A IMAGINE HOLIDAYS** have since reached a settlement agreement, which is hereby recorded in writing, and request that the same be made a consent order in terms of Section 74 of the CPA.

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2. THE NCC AND IMAGINE CRUISING (PTY) LTD T/A IMAGINE HOLIDAYS
AGREE TO THE FOLLOWING:

2.1 It is recorded between the NCC AND IMAGINE CRUISING (PTY) LTD T/A
IMAGINE HOLIDAYS that:

2.1.1 On the 16th of March 2023, the Complainant entered into a retreat agreement
for a trip to Mila, Amsterdam and Berlin with the Respondent and made a
deposit in the amount of R 33 000.00 (Thirty-Three Thousand Rands), and
subsequently an amount of R 34 000.00 (Thirty-Four Thousand Rands) was
paid to the Respondent

2.1.2 The cost for the entire booking was R 66 500.00 (Sixty-Six Thousand Five
Hundred Rands) for the entire booking.

2.1.3 On cancellation of the agreement, the Respondent refunded the amount of R
34 000.00 (Thirty-Four Thousand Rands) to the Complainant, and not the
outstanding balance was R 33 000.00 (Thirty-Three Thousand Rands) which
was the deposit in question.

3 SETTLEMENT AGREEMENT:

3.1 IMAGINE CRUISING (PTY) LTD T/A IMAGINE HOLIDAYS and the
COMPLAINANT shall:

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3.1.1 Refund the Complainant the amount of **R 33 000.00** (Thirty-Three Thousand Rand), being the deposit paid by the Complainant, as agreed upon by the parties in terms of this settlement agreement.

3.1.2 The amount referred to in paragraph 3.1.1 above shall be paid to the Complainant's designated bank account as detailed in paragraph 3.1.3 below within 48 hours upon acceptance and signage of the agreement by all parties.

3.1.3. **Account Holder :** Koleka Lubelwana
Bank : Standard Bank
Account : 07 135 440 9
Branch 051001
Account Type : Savings

3.1.4. In addition, the parties agreed that no administrative fine will be imposed onto **IMAGINE CRUISING (PTY) LTD T/A IMAGINE HOLIDAYS** and that the above payment will be a full and final payment to the Complainant.

3.1.5 Furthermore, neither the Complainant or the National Consumer Commission will have further claims against **IMAGINE CRUISING (PTY) LTD T/A IMAGINE HOLIDAYS**.

4 **AUTHORITY TO ENTER INTO SETTLEMENT**

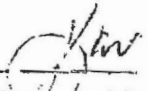
4.1 Each person signing this agreement in a representative capacity, warrants that he or she has full authority to bind or represent the parties in this agreement.

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5 NON-VARIATION AND WAIVER

5.1. The parties agree that any amendment, waiver, or variation of any term of this agreement must be in writing and signed by all parties.

Thus, signed by the Complainant at EST CONNAN on this 20 10 day of October 2025.


Consumer/ Complainant
NAME: KOLEKA Lushwana
DESIGNATION: Client

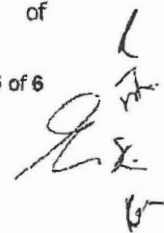
Thus signed on behalf of the National Consumer Commission at Pretoria on this 7th day of November 2025.


o.b.o THE NCC, duly authorised
NAME: Hardin Ratshisusu
DESIGNATION: Acting Commissioner

AS WITNESSES

1. Mogotlane
2. Verity

Thus, signed on behalf of **IMAGINE CRUISING (PTY) LTD T/A IMAGINE HOLIDAYS**
at CAPE TOWN on this 29 day of



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a.b.o IMAGINE CRUISING (PTY) LTD T/A IMAGINE HOLIDAYS, duly authorised

NAME: SIMON CLEWELL

DESIGNATION: FINANCE MANAGER

AS WITNESSES:

1. [Signature]

2. [Signature]

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