



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

Case No: 069613/2025

Reportable: No
Of interest to other Judges: No
Revised: No

SIGNATURE

Date: 24 June 2025

In the matter between:

LYNNWOOD HAIR & BEAUTY
t/a SkinPhD Lynnwood Bridge

Applicant

and

NALEDI SARAH MASEKO

1st Respondent

THE JAMES HAIR & CO.

2nd Respondent

LUME FERREIRA (nee SENEKAL)

3rd Respondent

JUDGEMENT

Mooki J

- 1 The applicant seeks relief to preserve restraint and confidentiality undertakings made in its favour by the first respondent (Maseko). The applicant contends that Maseko breached those undertakings when Maseko took up employment with the second respondent. The Court agreed that the matter was urgent and heard it as such.
- 2 The applicant operates a business that is styled “SkinPhD Lynnwood Bridge”. The business operates from premises in Lynnwood Bridge, Pretoria. It is a business in hairdressing, cosmetology, beauty and skincare industry. Services include advanced skin therapies and a suite of nail and hair treatments. It employs aesthetic therapists and nail technicians.
- 3 The applicant contends that the second and third respondents conduct business in the same industry as the applicant, located two kilometres from the applicant’s premises. Each of Maseko and the third respondent denied that Maseko breached her undertakings.
- 4 The applicant employed Maseko as a nail technician. Maseko rendered high-end nail treatments and services, tailored to the unique preferences of individual clients. The applicant contends that Maseko gained knowledge of the service preferences, schedules, product choices, personal circumstances, and broader aesthetic requirements of customers of the applicant. The applicant says that Maseko’s job put her in prolonged contact with clients of the applicant and that Maseko is able to exploit those connections to the detriment of the applicant.

- 5 The applicant contends that Maseko has been exposed to confidential client databases, pricing models, booking schedules, promotional strategies and trade secrets, which constitute proprietary information safeguarded under Maseko's confidentiality and restraint undertakings.
- 6 The restraint is embodied in a contract of employment between the applicant and Maseko, concluded on 21 September 2021. The restraint applied for 12 months from the date upon which Maseko left the employ of the applicant. The area of the restraint is a 15 km radius from the premises where Maseko was stationed during her employment. The restraint applied to the following activities: "Hair, Beauty, Cosmetic and nail enhancement services." The confidentiality obligation precludes Maseko from disclosing any information relating to the applicant's operations. Such information includes client databases, pricing structures, stock results, turnover figures, supplier arrangements, marketing strategies and terms of employment.
- 7 Maseko is said to have breached her restraint and confidentiality undertakings by accepting employment with the second respondent, said to be a competitor located a mere two kilometres from the applicant. The applicant says that the third respondent knowingly engaged Maseko in clear violation of express contractual restraints. The applicant further contends that the second and third respondents may benefit from Maseko's misappropriation of the applicant's client relationships and commercially sensitive information.
- 8 Maseko resigned her employment with the applicant on 30 April 2025. The restraint commenced on that date. The applicant contends that Maseko has

been working at premises under the name of the second respondent from 1 May 2025. The applicant launched this application on 16 May 2025, contending that Maseko's "continued employment with the second respondent, contrary to the terms of her restraint and confidentiality obligations, constitutes not only a breach of contract, but also amounts to unlawful competition."

- 9 Maseko averred that the applicant never made her privy to any confidential information belonging to the applicant. She also had no details of suppliers of the applicant. She did not, whilst in the employ of the applicant, contact customers of the applicant. Those customers made reservations with the applicant's receptionist, who in turn would inform Maseko that a particular customer had made bookings.
- 10 Maseko denied soliciting customers of the applicant following her resignation. Customers of the applicant contacted Maseko for her services. This occurred after those customers were informed that Maseko no longer worked for the applicant.
- 11 She contended that she cultivated relationships with some clients, which was a consequence of her personality and unique personal skill, know-how, and expertise. Her personality and skills were not given to her by the applicant. She denied that her relationship with customers of the applicant was a protectable interest subject to a restraint. Customers of the applicant chose her. She denied unlawful competition as a result.

- 12 Maseko denied being employed by either the second or third respondents. She contended that the third respondent was assessing her capabilities, with a view to possibly employing her in the future.
- 13 The third respondent denied employing Maseko. She also denied that the applicant had shown a proprietary interest capable of being protected by the law. She further pointed out that clients are attached to a nail technician and will seek the services of such a technician wherever the technician is located; with a salon serving as a setting for the interaction between a client and a nail technician.

Analysis

- 14 Maseko denied being employed by the second or third respondents. The applicant did not press this claim. The applicant's reply to Maseko's denial was that Maseko had an understanding with the third respondent and that Maseko was under some probation under the control and instruction of the third respondent. This is not the case made in the founding affidavit.
- 15 The applicant's case is that Maseko took up employment with the second respondent on resigning her employment with the applicant. The third respondent was a director and shareholder of the second respondent, which business included operating as a nail salon. The second respondent was placed on final liquidation on 15 April 2025. Liquidators were appointed on 19 May 2025. The applicant complained that the third respondent did not draw these facts to the attention of the applicant when the applicant requested undertakings by the third respondent. The

applicant did not persist with the case that the second respondent employed Maseko.

- 16 The third respondent denied employing Maseko. Her case was that she is considering establishing a new business in the same industry as that of the applicant and that the new company could possibly employ Maseko.
- 17 The applicant's ultimate case was that Maseko was rendering services to customers of the applicant from premises in which the second respondent used to conduct a competing business. The applicant did not persist that the third respondent was, in fact, Maseko's employer.
- 18 Maseko denied breaching her undertakings to the applicant. She denied being privy to confidential information belonging to the applicant. She also denied having access to suppliers of the applicant.
- 19 The applicant's case is that Maseko was exposed to confidential client databases, pricing models, booking schedules, promotional strategies and trade secrets, which constitute proprietary information safeguarded under Maseko's confidentiality and restraint undertakings. This was the primary basis for the relief being sought by the applicant.
- 20 The third respondent averred that there was no evidence supporting that Maseko acquired confidential information, trade secrets and the like; that the Court was not told what the alleged confidential information or secrets entailed, or how it was accessed or conveyed to Maseko.

- 21 The applicant did not respond to Maseko's denial that Maseko was not privy to confidential information. The applicant also did not respond to criticism by the third respondent that there was no evidence supporting the applicant's claim that Maseko had access to confidential client databases, pricing models, booking schedules, promotional strategies and trade secrets.
- 22 Maseko denied that she had access to any confidential information. Maseko was not privy to the details of applicant's suppliers – the applicant gave Maseko products to use. There was no evidence that Maseko knew how and from whom the applicant sourced those products
- 23 Maseko denied contacting customers of the applicant. She explained how she dealt with those customers whilst employed by the applicant. Customers made bookings through a receptionist. The receptionist would then inform Maseko that a booking had been made. Maseko would thereafter engage a customer. Customers of the applicant sought Maseko out after Maseko resigned her job.
- 24 The substance of the applicant's case is that Maseko became exposed to the applicant's confidential client databases, pricing models, booking schedules, promotional strategies and trade secrets during her employment. There was no evidence in support of how Maseko became aware of each listed consideration. The applicant did not say how Maseko infringed each such consideration. For example the applicant is required to have shown that Maseko was aware of the applicant's pricing models and

that Maseko, on leaving the employ of the applicant, was exploiting such models.

25 The applicant has not shown the confidential client databases, pricing models, booking schedules, promotional strategies and trade secrets that constitute proprietary information safeguarded under Maseko's confidentiality and restraint undertakings. Maseko cannot be said to have breached confidentiality and restraint undertakings as a result.

26 I make the following order:

- (1) The application is urgent.
- (2) The application is dismissed.
- (3) The applicant is ordered to pay costs.

O Mooki

Judge of the High Court
Gauteng Division, Pretoria

Counsel for the applicant:

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M Louw

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Date heard: 29 May 2025

Date of judgement: 24 June 2025