(1) Reportable: No
(2) Of interest to other Judges: No
(3) Revised

______________ ________________
Signature Date

THE LABOUR COURT OF SOUTH AFRICA, JOHANNESBURG

Case no: 2026-027343

In the matter between:

SIYASEBENZA (PTY) LTD	**First Applicant**
EMPLOYEES OF SIYASEBENZA	
SIYABONGA (PTY) LTD	**Second Applicant**
and	
ARISTON SOUTH AFRICA (PTY) LTD	**First Respondent**
BRIDGEWATER SOUTH AFRICA (PTY) LTD	**Second Respondent**

Heard: **17 February 2026**

Delivered: **24 February 2026**

Summary: Section 197 LRA-urgent declarator-transfer-warehousing-logistic-services-three parties

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JUDGMENT

MKHATSHWA, AJ

Introduction

[1] This is an opposed urgent application for a declaratory order that a transfer of a business as a going concern as contemplated in section 197 of the Labour Relations Act[1] (LRA) has been triggered by the cancellation of a service level agreement (SLA) for the outsourcing of logistical and warehousing services between the First Applicant (Siyasebenza) and the First Respondent (Ariston).

[1] Act 66 of 1995, as amended.

Background facts

[2] Siyasebenza and Ariston entered into a service level agreement (the SLA), in terms of which Ariston outsourced certain logistics services to Siyasebenza in 2016. In or around 2017 and at Ariston's request, Siyasebenza also started providing warehousing services to Ariston. At the time of the outsourcing Siyasebenza and Ariston concluded an agreement in terms of section 197 of the LRA. In terms of this agreement, a portion of Ariston's business was transferred to Siyasebenza as a going concern. Consequently, seven contracts of employment were transferred to Siyasebenza in terms of section 197 of the LRA.

[3] Around May 2017 Ariston directed Siyasebenza to appoint additional employees to render services in Ariston's warehouse. The SLA was renewed several times with the last renewal ending on 28 February 2026. Ariston gave formal notice to Siyasebenza on 18 June 2025 that the SLA would not be renewed when it expires on 28 February 2026. The notice also stated that Ariston would not be responsible for Siyasebenza's employees and requested that Siyasebenza's employees vacate Ariston's premises at the end of February 2026.

[4] Siyasebenza received an invitation on or about 17 October 2025 from Ariston to tender for the provision of distribution services. Siyasebenza tendered for the services. On or about 12 December 2025, Siyasebenza requested a Transition Assistance Services meeting. On or about 17 December 2025, Siyasebenza was informed that its tender had been unsuccessful. Ariston requested a meeting with Siyasebenza for 16 January 2026.

[5] On or about 13 January 2026 Siyasebenza furnished Ariston with a draft section 197 agreement together with a list of all employees employed by Siyasebenza in respect of the logistical and warehousing services, for purposes of facilitating a transfer of the Second Applicants on a transfer date that was to be discussed at the meeting of 16 January 2026. At that meeting, Ariston reaffirmed its position that it would not take transfer of the affected employees and reiterated that such employees were required to vacate its premises with effect from 27 February 2026. Ariston informed Siyasebenza at the meeting that another supplier would commence rendering logistical services with effect from 1 March 2026.

[6] Siyasebenza's attorneys wrote to Ariston on 23 January 2026 seeking an undertaking that the Second Applicants would be afforded protection in terms of section 197 of the LRA. Siyasebenza informed Ariston that absent such an undertaking by 27 January 2026, Siyasebenza would institute urgent legal proceedings. On the same day, Ariston's attorneys responded and denied the applicability of section 197 regarding the transfer of the Second Applicant to Ariston as the new employer. The letter informed Siyasebenza that the Second Respondent (Bridgewater) will be the new supplier of logistics services. The letter also indicated that to the extent that section 197 was to apply, such a transfer would be between Siyasebenza and Bridgewater.

[7] On or about 30 January 2026 Ariston sent an email to Siyasebenza's attorneys requesting that the Second Applicants submit their *curricula vitae* (cv's) by email to Bridgewater on or before 4 February 2026. Siyasebenza's attorneys responded by email on the same day indicating that Ariston's position was now in contrast with Ariston's letter of 26 January 2026. Ariston was further informed that Counsel had already been engaged by Siyasebenza to prepare an urgent application. Further that unless Ariston gave the undertaking sought by Siyasebenza that the Second Applicants enjoyed protection in terms of section 197 and that the letter of 26 January 2026 was retracted, Siyasebenza would proceed with the urgent application. On or about 2 February 2026 Ariston responded in writing and indicated that it persisted with its position that section 197 was not applicable.

[8] On or about 3 February 2026 Siyasebenza addressed a letter to Bridgewater requesting confirmation that Bridgewater would take transfer of the Second Applicants on the transfer date. On the following day and in response to Siyasebenza's letter Bridgewater denied the applicability of section 197.

[9] Bridgewater entered into a contract with Ariston on the basis that Bridgewater was the successful tenderer in the tender on which Siyasebenza was unsuccessful.

[10] According to the Applicants, the transfer of the logistics services to Bridgewater amounts to a transfer of a business (or part of a business) as a going concern as contemplated in section 197 for the following reasons:

Business

[11] The Applicants maintain that the business transferred constitute the logistical and warehouse services. That these services include information technology systems in terms of the SLA. Further that according to the 18 June 2025 termination notice from Ariston, Siyasebenza is required to hand over operational data, documentation and systems to Ariston or Bridgewater.

[12] Furthermore, that Siyasebenza has to provide Ariston with all original documentation and records including all records and files held in computer systems during the provision of logistical services rendered to Ariston. That Siyasebenza was utilizing Ariston's warehouse space in the provision of the services. What that means is that when the SLA is terminated, Siyasebenza would no longer be entitled to use Ariston's warehouse.

Transfer

[13] According to the Applicants the termination notice made it clear that the transfer of the business would be effected. That Siyasebenza is obliged to assist with the transfer of the designated service to Ariston. Siyasebenza maintains that logistic and warehousing service is a business operation and that it would not be entitled to keep any inventory, related information technology systems or applicable records after the termination of the SLA nor would Siyasebenza be entitled to continue making use of Ariston's warehouse space.

Going concern

[14] According to Siyasebenza, Bridgewater will take over the logistic services rendered to Ariston and that the logistic service rendered by Siyasebenza will no longer be rendered by Siyasebenza. That the warehousing service will be rendered by Ariston in house alternatively by Bridgewater.

[15] Siyasebenza maintains that it was providing logistic and warehousing services as a going concern based on the fees charged to Ariston. Finally, that the cancellation clause contemplates a transfer of the business as a going concern.

Urgency

[16] On urgency, Siyasebenza argues that an application involving section 197 of the LRA entails a clear right and thus its applicability is urgent in nature. That in the event that no declaratory relief is granted, the services will be terminated.

[17] That the Second Applicants require clarity of the identity of their employer with effect from 1 March 2026. Similarly, that Siyasebenza requires clarity in respect of its employees' contracts of employment after the cancellation of the SLA.

[18] Further that if the declaratory relief is not granted on an urgent basis, Bridgewater would source its own employees and the possibility of the Second Applicants being transferred would be reduced.

[19] The Respondents deny the applicability of section 197. According to them neither Ariston nor Bridgewater took over any employees of Siyasebenza nor did they acquire any assets, goodwill, infrastructure or operational capacity of Siyasebenza.

<u>Preliminary issues</u>

[20] Before dealing with the merits of the application, it is important to deal with the preliminary issues raised by Ariston and Siyasebenza.

[21] Ariston has challenged the *locus standi* of the Second Applicants in this matter. This is so as Ariston argues, the Second Respondents have not filed any confirmatory or supporting affidavits.

[22] In a Supplementary Affidavit, Siyasebenza has since conceded that it was unsuccessful in securing the confirmatory affidavits from the Second Applicants. Accordingly, the parties before this Court are First Applicant on the one hand and the First and Second Respondents on the other hand. In any event, so argues Siyasebenza this does not detract from the fact that the Second Applicants have a direct interest in the outcome of this application.

[23] Siyasebenza on its part argues that the deponent to the Answering Affidavit is not authorized to do so and that Ms Charlene Moodley (the Administration, Finance and Control Manager of Ariston) is the one who is authorized to deal

among others with legal matters of Ariston in terms the Ariston Board Resolution 3 of 2024 of 1 June 2024 and thus she ought to have deposed to the Answering Affidavit instead of Mr Craig Kalamer.

[24] In response to the above objection, Ms Moodley deposed to a confirmatory and ratifying affidavit in terms of which she delegated her powers to depose to the affidavit to Mr Kalamer by virtue of his operational knowledge of the factual matters addressed in the affidavit and that he also held a senior managerial position in Ariston.

[25] It is clear that Ariston has always indicated its desire and intention to oppose this application. While Ms Moodley ought to have deposed to the Answering Affidavit, there is no indication and none has been suggested by Siyasebenza that Mr Kalamer went on a frolic of his own and sought to defend this matter without authorization. Counsel for the Respondents was unable to show any instrument that allows Ms Moodley to delegate the powers that she has, on the other hand Board Resolution 3 of 2024 does not specifically prohibit delegation of the powers of the individuals mentioned in it. Accordingly, the cause of complaint on this point has been cured by Ms Moodley's confirmatory and ratifying affidavit.

Section 197 of the LRA

[26] Section 197 of the LRA provides as follows:

> "**197. Transfer of contract of employment**
>
> (1) In this section and in section 197A –
>
> (a) '**business**' includes the whole or a part of any business, trade, undertaking or service; and
>
> (b) '**transfer**' means the transfer of a business by one employer ('the old employer') to another employer ('the new employer') as a going concern.
>
> (2) If a transfer of a business takes place, unless otherwise agreed in terms of subsection (6) -
>
> (a) the new employer is automatically substituted in the place of the old employer in respect of all contracts of employment in existence immediately before the date of transfer;
>
> (b) all the rights and obligations between the old employer and an employee at the time of the transfer continue in force as if they had been rights and obligations between the new employer and the employee;
>
> (c) anything done before the transfer by or in relation to the old employer, including the dismissal of an employee or the commission of an unfair labour practice or act of unfair discrimination, is considered to have been done by or in relation to the new employer; and

(d) the transfer does not interrupt an employee's continuity of employment, and an employee's contract of employment continues with the new employer as if with the old employer.

(3) (a) The new employer complies with subsection (2) if that employer employs transferred employees on terms and conditions that are on the whole not less favourable to the employees than those on which they were employed by the old employer.

(b) Paragraph (a) does not apply to employees if any of their conditions of employment are determined by a collective agreement.

(4) Subsection (2) does not prevent an employee from being transferred to a pension, provident, retirement or similar fund other than the fund to which the employee belonged prior to the transfer, if the criteria in section 14(1)(c) of the Pension Funds Act, 1956 (Act No. 24 of 1956), are satisfied53a. (5)(a) (6)(a) 53a.

(5) (a) For the purposes of this subsection, the collective agreements and arbitration awards referred to in paragraph (b) are agreements and awards that bound the old employer in respect of the employees to be transferred, immediately before the date of transfer.

(b) Unless otherwise agreed in terms of subsection (6), the new employer is bound by –

(i) any arbitration award made in terms of this Act,

(ii) the common law or any other law; any collective agreement binding in terms of section 23; and

(iii) any collective agreement binding in terms of section 32, unless a commissioner acting in terms of section 62 decides otherwise.

(6) (a) An agreement contemplated in subsection (2) must be in writing and concluded between –

(i) either the old employer, the new employer, or the old and new employers acting jointly, on the one hand; and

(ii) the appropriate person or body referred to in section 189(1), on the other.

(b) In any negotiations to conclude an agreement contemplated by paragraph (a), the employer or employers contemplated in subparagraph (i), all relevant information that will allow it to engage effectively in the negotiations.

(c) Section 16(4) to (14) applies, read with the changes required by the context, to the disclosure of information in terms of paragraph (b).

(7) The old employer must –

(a) agree with the new employer to a valuation as at the date of transfer of-

(i) the leave pay accrued to the transferred employees of the old employer;

(ii) the severance pay that would have been payable to the transferred employees of the old employer in the event of a dismissal by reason of the employer's operational requirements; and

(iii) any other payments that have accrued to the transferred employees but have not been paid to employees of the old employer.

(b) conclude a written agreement that specifies –

(i) which employer is liable for paying any amount referred to in paragraph (a), and in the case of the apportionment of liability between them, the terms of the apportionment; and

(ii) what provision has been made for any payment contemplated in paragraph (a) if any employee becomes entitled to receive a payment;

(c) disclose the terms of the agreement contemplated in paragraph (b) to each employee who after the transfer becomes employed by the new employer; and

(d) take any other measure that may be reasonable in the circumstances to ensure that adequate provision is made for any obligation on the new employer that may arise in terms of paragraph (a).

(8) For a period of 12 months after the date of the transfer, the old employer is jointly and severally liable with the new employer to any employee who becomes entitled to receive a payment contemplated in subsection (7)(a) as a result of the employee's dismissal for a reason relating to the employer's operational requirements or the employer's liquidation or sequestration, unless the old employer is able to show that it has complied with the provisions of this section

(9) The old and new employer are jointly and severally liable in respect of any claim concerning any term or condition of employment that arose prior to the transfer.

(10) This section does not affect the liability of any person to be prosecuted for, convicted of and sentenced for, any offence."

[27] In the matter of *Foodgro v Kriel*[2], the Labour Appeal Court (the LAC) noted the argument that free and unrestricted transfers of business promoted

[2] [1999] 9 BLLR 875 (LAC)

economic efficiency and development but held however that *"the pursuit of economic development by means of a particular interpretation and application of the Act is, however qualified by the injunction that it must be done…by fulfilling the primary objects of the Act*[3]." In particular section 197 is aimed at protecting employees when businesses are sold or otherwise transferred. The LAC further held that the transfer of contracts of employment follows automatically upon the transfer of a business as a going concern. This interpretation has been confirmed by the Constitutional Court[4].

[28] In *Kgethe and others v LMK Manufacturing (Pty) Ltd and another*[5] the LAC found that where employees had reason to believe that an agreement to transfer the business of their employer might have been concluded, the Labour Court has the power to order the disclosure of information bearing on the existence or otherwise of the employees' rights in terms of section 197 of the LRA.

[29] The test for the meaning of "transferred as a going concern" was formulated in the context of English and European law and it is still good law for the South African context, in *Spikers v Gebroeders Benedik Abattoir v Alfred Benedik en Zonet*[6]:

> "The decisive criterion for establishing whether there is a transfer for the purposes for the directive[7] is whether the business in question retains its identity. Consequently a transfer of an undertaking, business or part of a business does not occur merely because its assets are disposed of. Instead it is necessary to consider…whether the business was disposed of as a going concern, as would be indicated inter alia by the fact that its operation was actually continued or resumed by the new employer, with the same or similar activities. In order to determine whether those conditions are met, it is necessary to consider all the facts characterizing the transaction in question, including the type of undertaking or business, whether or not the business's tangible assets, such as buildings and movable property, are transferred, the value of its intangible assets at the time of the transfer, whether or not the majority of its employees are taken over by the new employer, whether or not its customers are transferred and the degree of similarity between the activities carried on before and after the transfer and the period, if any, for which those activities carried on before and after the transfer and the period, if any, for which those activities were suspended. It should be noted, however, that all those circumstances are merely single factors in the overall assessment which must be made and cannot therefore be considered in isolation".

[30] In *Schutte and others v Powerplus Performance (Pty) Ltd and another*[8], it was held that:

> "the existence of a relationship between the [new employer] and the [old employer], the in-principle agreement to sell the workshops, the terms of the

[3] Ibid at para 11.
[4] *NEHAWU v University of Cape Town* (2003) 24 ILJ 95 (CC).
[5] [1998] 3 BLLR 248 (LAC).
[6] [1086] CMLR 296 at para 37.
[7] Acquired Rights Directive of the European Community (77/187/EEC)
[8] [1999] 2 BLLR 169 (LC) at para 27

> Working Agreement, the [new employer's] employment of the majority of the workshop employees, the use of the same premises, the continuation of the same activities without interruption and the intended transfer of assets and equipment indicate[d] that there was a transfer of a business as a going concern within the meaning of section 197.

[31] On the interpretation of the concept of "a business", my brother Van Niekerk J held in *Imvula Quality Protection and others v University of South Africa*[9] that:

> "the Constitutional Court's judgements require that this court to avoid confusing form and substance – the relevant enquiry is into the existence or otherwise of a discrete economic entity in the form of the variety components that go to make up a business, including assets, goodwill, workforce, management staff and the manner in which the business is organized and performed, the operational resources available to the business, and the like."

[32] As to what constitutes "a transfer", both Counsel in this application referred to the Constitutional Court judgement in *AUSA and another v SAA (Pty) Ltd and others*[10], where it was found that the starting point is not the word "by" but the identity of the "old" and the "new" employers. Thus, it is immaterial whether a transaction is "first generation" or otherwise, the test is whether a business or part of a business is transferred as a going concern from one employer to another. The cancellation of the contract by SAA with the first-generation sub-contractor, would give rise to the transfer of a business as a going concern by the sub-contractor (now the "old employer"). In the matter of *Harsco Metals SA (Pty) Ltd and another v Arcelormittal SA Ltd and others*[11], it was held that the cancellation of the applicant's service agreements and the replacement of the applicants by engaging others to conduct business operations at various plants would trigger section 197.

[33] As to what is "*part of any business, trade and, undertaking or service*", my brother Francis[12] J, as he then was, made the point that the term business in section 197 "*carries a far wider meaning than the ordinary dictionary definition*" and that "*service*" includes the provision of "*assistance or benefit provided to someone" and "an act" of helping or benefitting another*". That this being so, the security and gardening services at issue were clearly a "business" and the transport and warehousing functions to be transferred, even if they did not constitute part of first respondent's "business" within the meaning of section 197, "*certainly fall within the realm of a service*".

[34] The term "going concern" has been interpreted in various judgements and in *Maloba v Minaco Stone Germiston (Pty) Ltd and another*[13], it was found that the term conveys the facts the object of the transfer must have been a place where people were working before the transfer and will continue to be a place where people are working after the transfer. In *Maluti-A-Phofong Local*

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[9] [2017] 11 BLLR 1139 (LC) at para 6
[10] [2012] 3 BLLR 211 (CC)
[11] [2012] 4 BLLR 385 (LC). See also: *King Cetshwayo District Municipality v Water and Sanitation Services SA (Pty) Ltd* [2025] 5 BLLR 460 (LAC).
[12] *FAWU v The Cold Chain (Pty) Ltd and another* [2010] 1 BLLR 49 (LC) at para 25.
[13] [2000] 10 BLLR 1191 (LC)

Municipality v Rural Maintenance (Pty) Ltd and another[14], Davis JA confirmed that it cannot be said that a business has been transferred as a going concern unless the "new employer" is able to continue business seamlessly after the transfer.

Applying the law to the facts

[35] A good start ideally would have been with reference to the SLA and the contract between Ariston and Bridgewater. The parties, in their wisdom, have not attached these two documents in their papers. The two documents placed side by side would easily have provided an answer as to what is being transferred, if any. In particular the Respondents having denied the applicability of section 197, would have demonstrated with relative ease as to what services Bridgewater would be providing to Ariston and on what terms.

[36] The next document to be considered is the termination notice of 18 June 2025[15]. In paragraph 2 of the notice Ariston gives formal notice of the termination of the SLA. The termination is for the entire services in Cape Town (effective 31 August 2025) and all other Territories (effective 28 February 2026). In paragraph 5 the notice refers to a "*transition*" and a "*takeover of services*". It is clause 7 of the notice that is at the center of the dispute in this matter where Ariston states that Siyasebenza is responsible for its employees and any labour related matters arising from the termination.

[37] The question begs, what is it that is to be "transitioned", if this was a clear-cut termination without the continuation of the services. In clause 5 Ariston makes the point that Siyasebenza is obliged to provide "*Transition Assistance Services*" which includes "*cooperation in handing over operational data, documentation and systems to Ariston or a designated service provider*". The use of the phrase "take over of services" is telling. Surely someone be it Ariston or Bridgewater will be taking over the services from Siyasebenza. This is not a sudden end of services where the termination ends the provision of the service without anything else happening thereafter.

[38] Siyasebenza avers that the business or portion thereof which was transferred from Ariston to Siyasebenza in 2016 is the very same business, or portion thereof that is to be transferred to Bridgewater from 1 March 2026. It is rather strange that Ariston in its answer flatly denies the 2016 transfer of business. This flies in the face of its admission that a section 197 agreement was entered into back then.

[39] The next document of relevance is the tender of 17 October 2025[16]. Notably the services include "*dedicated delivery services*" in various areas such as the Free State, Gauteng, Mpumalanga and North West. There is also a requirement for on site personnel based in Centurion. While Ariston argued that these services differ from what Siyasebenza has been providing, Siyasebenza argued that the issue was on the billing model.

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[14] [2016] 1 BLLR 13 (LAC) at para 37
[15] Annexure "AJ3"
[16] Annexure "AJ4"

[40] Coming now to the most important part in this matter, the employees. Should Ariston wash its hands off the 23 employees, the immediate consequence is that Siyasebenza is not likely to accommodate them elsewhere. They will be "a burden" to Siyasebenza to deal with. Siyasebenza did not cause the situation that will arise from 1 March 2026, it is Ariston that did so. Not only did Ariston withhold the identity of Bridgewater until the 11th hour, but Ariston has not played open cards, it has withheld the details of its contract with Bridgewater, thus placing Siyasebenza in an invidious position. In all of this the 23 employees remain in limbo with an uncertain future from 1 March 2026. This Court cannot look the other way in the face of what will turn out to be an injustice to the innocent employees who are caught in the middle of "the warring" parties in this matter.

[41] In the light of the above and with the information that has been placed before this Court, all indications point to a probable transfer of the business or part thereof back to Ariston, alternatively to Ariston in respect of the warehousing services and to Bridgewater in respect of the logistics services.

<u>Urgency</u>

[42] Ariston has disputed the urgency of this matter on the basis that the termination notice was issued on 18 June 2025. That cannot be entirely true on the facts that are common cause. Had nothing else occurred between 18 June 2025 and 4 February 2026, the point made by Ariston on the lack of urgency would have been a valid one.

[43] It is common cause that:

43.1 The notice of termination was issued on 18 June 2025.

43.2 Ariston issued a tender for the provision of distribution services on 17 October 2025.

43.3 Siyasebenza requested a Transition Assistance Services meeting on 12 December 2025.

43.4 Siyasebenza was informed that its tender was unsuccessful on 17 December 2025.

43.5 Ariston requested a meeting with Siyasebenza for 16 January 2026.

43.6 Siyasebenza provided Ariston with a draft section 197 agreement on 13 January 2026.

43.7 Ariston confirmed that it would not take the affected employees in the meeting of 16 January 2026.

43.8 Siyasebenza sought an undertaking for the protection of the affected employees in terms of section 197 on 23 January 2026.

43.9 Ariston denied the applicability of section 197 on 27 January 2026.

43.10 Ariston requested that cv’s of the employees be given to Bridgewater on 30 January 2026.

43.11 Siyasebenza once again sought the undertaking that the employees were protected in terms of section 197 on 30 January 2026.

43.12 Ariston persisted with its denial that section 197 was applicable on 2 February 2026.

43.13 Siyasebenza sought confirmation that Bridgewater will take over the employees on 3 February 2026.

43.14 Bridgewater denied the applicability of section 197 on 4 February 2026.

43.15 Siyasebenza brought the application on or about 6 February 2026.

[44] There is no doubt that the above sequence of events show that Siyasebenza sought to have the matter resolved to no avail. It became as clear as daylight on 2 and 3 February 2026 that Ariston and Bridgewater respectively were washing their hands of the affected employees and basically dug in their heels on the matter.

[45] Accordingly, urgency has been established by Siyasebenza.

[46] In the premise the following order is made:

Order

1. The matter is heard as one of urgency.

2. The agreement concluded between Ariston and Bridgewater relating to the transfer of logistic services from Siyasebenza to Bridgewater constitutes a transfer of a business as a going concern as contemplated by section 197 of the LRA.

3. The cancellation of the agreement relating to the provision of warehouse services between Siyasebenza and Ariston constitutes a transfer of a business as a going concern, as contemplated by section 197 of the LRA from Siyasebenza to Ariston.

4. The employees of Siyasebenza, as listed in Annexure A to the Founding, Affidavit and forming part of the logistic services are employees of Bridgewater effective from the effective date of the transfer of the logistic services from Siyasebenza to Bridgewater with no loss of benefits and the other consequences of a transfer contemplated by section 197(2) of the LRA also take effect from that date.

5. The employees of Siyasebenza, as listed in Annexure A to the Founding Affidavit, forming part of the warehouse services are employees of Ariston, alternatively of Bridgewater, with effect from the date of transfer of the warehouse services from Siyasebenza to

Ariston, alternatively to Bridgewater, with no loss of benefits, and that the other consequences of a transfer contemplated by section 197(2) of the LRA also take effect from that date.

6. The Respondents are to conclude, by no later than 26 February 2026, a written agreement contemplated in section 197(7) of the LRA with Siyasebenza along the lines set out in Annexure "AJ1" to the Founding Affidavit.

7. Ariston is to disclose to Siyasebenza by no later than 26 February 2026, the agreement concluded between Ariston and Bridgewater relating to the logistic and/or warehouse services transfer.

8. The Respondents are to bear the costs of the application jointly and severally the one paying the other to be absolved.

M. Mkhatshwa

Acting Judge of the Labour Court of South Africa

<u>Appearances:</u>

For the Applicant	:	Mr P Kirstein
Instructed by	:	Izak J Croukamp Inc.
For the First and Second Respondents	:	Mr A Cassiem