



THE SOUTH AFRICAN HUMAN RIGHTS COMMISSION

Ref No.: KZ/1718/0139

In the matter between

GUIDE-DOGS ASSOCIATION SOUTH AFRICA

COMPLAINANT

AND

WOOLWORTHS PROPRIETARY LIMITED

RESPONDENT

MEDIATED SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The South African Human Rights Commission (hereinafter referred to as 'the Commission') has conducted a mediation in terms of section 14 of the Human Rights Commission Act No. 40 of 2013 (hereinafter referred to as "the Act").

1.2 Section 14 of the Act provides as follows:-

1.2.1 the Commission may, by mediation, conciliation or negotiation endeavour to:-

- (a) resolve any dispute; or
- (b) rectify any act or omission, emanating from or constituting a violation of or threat to any fundamental right

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AP. W.B.



- 1.3 In terms of article 2 of the Commission's Complaints Handling Procedures (CHP), Fundamental Rights are defined as 'fundamental rights' contained in Section 9 to 35 of Chapter 2 of the Constitution

2. THE PARTIES

- 2.1 The parties are as follows -

2.1.2 Guide-Dogs Association South African, a registered non-profit organisation duly represented herein by Ms Ane Roux KZN Marketing Manager, whose KZN office is situated at 14 Mitchell Crescent, Greyville 4023,

2.1.3 Woolworths Proprietary a private company, registration number 1956/000518/07 duly represented herein by Ms Kirsten Hewitt, Head of Corporate Services and Mr Viren Jagannath Compliance Manager whose national office is situated at Woolworths House 93 Longmarket Street, Cape Town, 8001.

3. THE COMPLAINT

3.1 On or about July 2017 the Commission was alerted to an incident that occurred at the Woolworths Coffee shop, Cascades Shopping Centre, Pietermaritzburg. The incident involved an elderly patron with a visual impairment, who was denied access to the Woolworths Coffee Shop, because she was accompanied by a guide dog.

3.1.1 Despite trying to explain the role and purpose of a guide dog the manager on duty, Mr Andrew Cloete, refused entry to the patron.

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A.P. M.B.



3.1.2. During its investigation, the SAHRC engaged with the complaint and established that the incident involving the aforesaid patron was not an isolated incident and that there had been similar incidents that had occurred at other stores of the Respondent;

3.1.3. The SAHRC engaged with the parties, who indicated a willingness to have the matter resolved amicably. The Commission accordingly requested that the parties to meet in order to discuss the matter.

3.2 The parties agreed to attend and participate in a mediation process.

4. TERMS OF SETTLEMENT

4.1 The terms of the settlement as agreed to by the parties are set out as follows:

4.1.1 The mediation process was fully explained to the parties and they agreed to participate voluntarily in same,

4.1.2 The Respondent acknowledges the importance of recognising and respecting the rights of persons with disabilities and reaffirms its commitment to same by attending to the following:

(a) A review of its policies, procedures and values to ensure that they are in line with the rights of persons with disabilities. Same is to be completed within a period of six (6) months from date of signature of this agreement;

(b) Increasing and/or enhancing awareness amongst staff (including contracted and/or subcontracted staff) about the rights of persons with disabilities through various mediums, e.g. Regular issuing of circulars; distribution of relevant materials/information and relevant communications through the internal intranet facilities;

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- (c) To ensure that at least once a month, store managers create a standing item on their "Let's Talk" agenda, to promote awareness about the rights of persons with disabilities;
 - (d) To ensure that all staff (incl. contracted and/or sub contracted staff) are fully trained on customer services with specific reference to the rights of persons with disabilities. New and/or incoming staff are to be trained through the Respondents induction procedures. Training for current staff to be enhanced on an on-going basis.
 - (e) To collaborate on training programmes and/or information sessions with the Complainant who has committed to facilitating same to Respondents staff in the Durban, Johannesburg and Cape Town regions within a reasonable time-frame;
 - (f) To ensure that there is visible signage displayed at all its stores and "coffee shops" reflecting the internationally recognised and/or accepted symbol for the use of guide, service and autism support dogs. The said signage is to be displayed at all of the Respondents stores within a period of two (2) months from the date of signature of this settlement agreement,
 - (g) The Respondent further undertakes to conduct a compliance and/or due diligence exercise in order to confirm that all its stores have complied with point (f) above. The compliance and/or due diligence exercise is to be completed by the Respondent within a period of four (4) months from date of signature of this settlement agreement;
- 4.1.3 That the parties agree to this agreement being recorded as the full and final settlement of the complaint referred to the Commission and
- 4.1.4 That this matter is deemed to be resolved between the parties
5. CONFIDENTIALITY

V.A.M. P.D. [Signature]
[Signature]
AR [Signature]
M.B. [Signature]



5.1 Save as may be required for the purpose/s of giving effect to the provisions of paragraph 5 above, the terms of this agreement are confidential and shall not be disclosed to any other person

6. ENTIRE AGREEMENT, NON – VARIATION & LEGAL EFFICACY

6.1 The terms recorded and agreed to herein shall constitute the entire agreement between the Parties and any act representation announcement statement warranty guarantee or on condition not recorded herein shall be of no force and effect against the parties

6.2 No variation to this agreement shall be binding on the parties unless same is reduced in writing and signed by the parties

6.3 This agreement shall become effective and enforceable from the date on which the last party hereto executes his/her signature on the agreement

7. PREJUDICE AND CONCLUSION

7.1 The parties further agree that this mediation agreement is made "without prejudice" to their Rights to pursue this complaint in any manner provided in terms of any applicable law should either party/both default in terms of the settlement agreed to herein

7.2 The parties specifically agree that should either party herein default in respect of the terms agreed to in paragraph 4 above that the matter will be referred to the relevant Court

7.3 In view of the above the parties agree that the Commission can close its file

V.A.M. [Signature]
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A.P. [Signature]
M.B. [Signature]

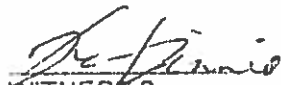


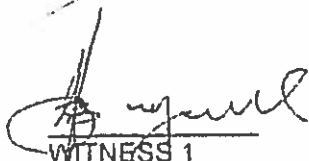
THUS SIGNED AT CAPE TOWN (RESPONDENT) ON THIS 14 DAY OF


MARCH, IN THE PRESENCE OF THE UNDERSIGNED
WITNESSES:


WITNESS 1


COMPLAINANT


WITNESS 2


WITNESS 1


RESPONDENT
DATE SIGNED: 13 APRIL 2018


WITNESS 2



WITNESS 1


TANUJA MUNNOO
SAHRC


WITNESS 2


WITNESS 1


PAVERSHREE PADAYACHEE
SAHRC


WITNESS 2