

Anita Moolman

Director



Anita Moolman is a Director in our Corporate & Commercial practice and has experience in consumer protection matters, public sector procurement, project finance and public private partnerships, mergers and acquisitions and general corporate and commercial law advisory services. Anita has been extensively involved in due diligence work in respect of a range of investments and other transactions, for both domestic and international clients. She was a member of the legal team that undertook a large scale due diligence investigation of a local parastatal. Anita has been involved in all aspects of the legal due diligence process, from setting up of data rooms and the supervision of the due diligence process until the final closing of the transactions. More recently, she has also conducted due diligence investigations in the aviation, tourism and leisure sectors.

About Anita

Anita began her career as a Candidate Attorney at Hofmeyr Herbststein and Gihwala (now Cliffe Dekker Hofmeyr) in 2006. In 2008 she was appointed as an Associate, became Senior Associate in 2010 and was promoted to Director in April 2013.

Credentials

Education

- BComm LLB, University of Stellenbosch
- Year of admission as an attorney: 2008
- Registered with the Legal Practice Council

Experience

• Advises on PPP's

Advising on the legal aspects pertaining to Chapman's Peak Toll Road Project (Western Cape Government). She has also advised the Western Cape Government in relation to the Pick 'n Pay Two Oceans Cycle Tour.

• Due diligence investigations

Regularly manages and conducts legal due diligence investigations from the setting-up of data rooms, investigations and analysis to the preparation of final due diligence reports.

Contact Anita

+27 (0)11 562 1376

anita.moolman@cdhlegal.com

[Anita on LinkedIn](#)

Expertise

[Corporate & Commercial Law](#)

[Projects & Energy](#)

[Consumer Goods, Services & Retail](#)

[Consumer Protection](#)

[Listings, Stock Exchanges & Public Documents](#)

[Mergers & Acquisitions](#)

[Industrials, Manufacturing & Trade](#)

Location

Johannesburg

Language

English

- **Due diligences**

Advised and assisted a number of corporate clients (listed and unlisted) in relation to due diligences conducted in the fishing, engineering, aviation and tourism and leisure sectors. Her experience includes a major due diligence by Denel of its Western Cape operations required as part of a planned disposal of interests in Denel's munitions business to a major international group.

- **Private equity**

Regularly advises and implements private equity and corporate restructuring transactions.

- **commercial agreements**

Negotiating and drafting various types of commercial agreements.

- **SRP Code**

Advises on regulatory aspects such as compliance with the SRP Code.

- **Dubai World**

Assisted in advising Dubai World in relation to acquisitions in the tourism and leisure sector.

- **Brimstone Investment Corporation**

Assisted in advising a consortium lead by Brimstone Investment Corporation in relation to a number of merger and acquisition transactions relating to Sea Harvest Corporation, which included a scheme of arrangement of the shares in Sea Harvest Corporation and culminated in the acquisition of Tiger Brands shares in Sea Harvest Corporation.

- **Medi Clinic Corporation**

Assisted in advising Medi Clinic Corporation in relation to its international expansion and acquisition in Switzerland.

News

[W&I insurance – A key consideration for M&A transactions](#)

Warranty and indemnity (W&I) insurance has become increasingly familiar to the South African M&A market in recent years. This has been driven, in part, by transacting parties gaining a better understanding and appreciation of the process and benefits of an insured deal. At its heart, W&I insurance exists to support a seller's clean exit and to ease a buyer's concern as to a seller's ability to make good on a warranty or indemnity claim once a transaction has closed. With M&A activity expected to increase as we emerge from the pandemic, largely as a result of private equity fund activity and distressed disposals, W&I insurance could prove invaluable to support the key objectives of parties to a transaction.

[More time means more money – negotiating protections against the relaxation of time-bar clauses](#)

The benefits of arbitration are well-known. It is often cheaper, quicker and allows the parties flexibility to a process that suits their needs. Moreover, the process, pleadings, agreements and rulings may also remain confidential, unlike the case in public court proceedings. As a result, many commercial agreements allow for disputes to be resolved by way of arbitration.

[The deal with break-fees](#)

The term "headed for an economic downturn" has the look and feel of a buzzword that has overstayed its welcome on newspaper headlines. Now more than ever taking the first step to start a corporate transaction in the current state of the global economy is a daunting task for all parties concerned. The high costs and reputational risks of a failed deal have demanded that corporate lawyers come up with new and innovative ways to ensure that a commercial deal succeeds. This article assesses the payment of break-fees also known as ("break-up fees" or "termination fees") in merger and acquisition transactions (M&A Transactions) to protect the consummation of deals

[Walking the tightrope – guidelines for defining your malus and clawback policy](#)

There is a growing trend in South Africa towards businesses adopting malus and clawback policies in relation to their variable pay structures and employee incentive schemes. This trend has been driven by the view that responsible corporate governance requires businesses to be able to assess and, where necessary, adjust or recover variable pay benefits awarded to employees on the occurrence of certain events.

[Let's get personal: The transferability of shareholder rights under a company's constitutional documents](#)

It's a long-standing and well acknowledged principle in South African common law that parties to an agreement are generally free to cede and assign their contractual rights as they wish, except where there is a clause specifically prohibiting the transfer of those rights. As a result, where a contract is silent as to whether the rights of a party may be transferred to third parties, that party is generally free to cede and assign its rights freely, without the consent of the other parties.

[All news by Anita Moolman →](#)

Recognition

- The Legal 500 EMEA 2024 recommended Anita for projects & infrastructure.
- IFLR1000 2021-2023 recommended Anita as a highly regarded leading lawyer for M&A.