

# Roux van der Merwe

Director



Roux van der Merwe is a Director in our Corporate & Commercial practice. His areas of expertise include structuring, negotiating and implementing mergers and acquisitions, including related financing, black economic empowerment transactions, including related financing, joint ventures, company formations, listings, delistings and restructures, share incentive schemes, capital markets, vendor financing and advising on public and private enterprise transactions in general. Roux has extensive experience in cross-border private equity transactions in the financial services industry, as well as the information technology and property industries.

## About Roux

After completing his articles Roux commenced his professional career in 2001 at Glyn & Marais Incorporated, a niche commercial law firm with offices in Sandton and Cape Town. He was appointed as a Partner in 2005. He joined Cliffe Dekker Hofmeyr in January 2013 as a Director.

## Credentials

### Education

- BA (Law and Economics), LLB, University of Johannesburg (previously Rand Afrikaans University)
- Year of admission as an attorney: 2001
- Registered with the Legal Practice Council

## Experience

### • We Buy Cars

Advised the existing shareholders of We Buy Cars on the investment by Transaction Capital of a 49% interest in We Buy Cars.

### • Excellerate Property Services

Advised Excellerate Property Services on the merger of its business with CBRE.

### • Actis PE

Advised Actis PE fund on its disposal of Ghana Home Loans Bank to FNB.

### • Chroma Capital

Advised Chroma Capital on its acquisition of Pioneer Slots.

## Contact Roux

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[Roux on LinkedIn](#)

## Expertise

[Corporate & Commercial Law](#)

Mergers & Acquisitions

The Companies Act

Listings, Stock Exchanges & Public Documents

Education & Training

[Agriculture, Aquaculture & Fishing](#)

[Private Equity](#)

## Location

Johannesburg

## Language

English

Afrikaans

- **Apis**

Advised Apis partners on its acquisition of Efficient Group Limited and WiGroup.

- **ICT sector**

Advised Vox Telecommunications and Frogfoot Networks on various M&A transactions in the ICT sector.

- **RMB Corvest**

Advised RMB Corvest and Shalamuka Capital on the disposal of Q-Link to the Multiply Group.

- **Sishen Iron Ore Company Proprietary Limited**

Advised Sishen Iron Ore Company Proprietary Limited on its disposal of the Thabazimbi iron ore mine to Arcelor Mittal South Africa Limited.

- **RMB Corvest**

Advised RMB Corvest and management on the disposal of Kwikot Proprietary Limited to Electrolux.

- **Growthpoint Properties**

Advised Growthpoint Properties Limited on its 50% acquisition of the V&A Waterfront, Cape Town.

- **Excellerate Holdings Limited**

Advised Excellerate Holdings Limited on its acquisition of the Templewood group and the LCC group in the United Kingdom.

- **Capital Eye Investments**

Advised Capital Eye Investments on the establishment of Crossfin Technology Holdings Proprietary Limited and the co-investment by a private equity fund.

## News

### [To survive, or not to survive? Some conditions precedent pitfalls to look out for](#)

One of the important aspects of written agreements being subject to the fulfilment or waiver of certain agreed conditions precedent, or suspensive conditions, (CPs) before the substantive provisions of the agreement become of force and effect, is the so-called "surviving provisions/clauses" (also known as "immediately effective provisions/clauses"). In the ordinary course, the crux of the transaction contemplated in such an agreement and the clauses relating to it are suspended from the signature date until all of the CPs are fulfilled or waived (if permissible and applicable) by an agreed date or dates (fulfilment date). If all of the CPs are not fulfilled or waived by the fulfilment date, the agreement effectively falls away and will be of no force or effect. However, it should be borne in mind that the parties to an agreement with CPs may very well intend for certain of the clauses in the agreement to come into force and effect from the signature date of the agreement and to survive the falling away of the substantive provisions due to non-fulfilment of the CPs.

### [The Steinhoff saga: Do directors of a company owe fiduciary duties to its shareholders?](#)

It is trite that in terms of South African common law, directors of a company owe fiduciary duties to such company and that generally, such fiduciary duties do not extend to the shareholders of the company.

### [The devil is in the detail: The battle between ordinary terms and suspensive conditions](#)

A suspensive condition in an agreement refers to a certain action which must take place in order for such agreement to come into effect. A common example of a suspensive condition in a commercial agreement would be the requirement for the parties to obtain all requisite approvals from the applicable regulatory authorities for the implementation of the transaction forming the subject matter of the agreement.

[All news by Roux van der Merwe →](#)

## Recognition

- The Legal 500 EMEA 2021–2022 recommended Roux van der Merwe for commercial, corporate/M&A.
- IFLR1000 2021–2022 ranked Roux as highly regarded in M&A.