



destea

department of
economic, small business development
tourism and environmental affairs
FREE STATE PROVINCE



MEC: T. P. MEEKO

DESTEA 2024 ANNUAL GAME AUCTION

Friday 19 April 2024 @ 12H00

WILLEM PRETORIUS RESORT, ALLEMANSKRAAL DAM, FREE STATE

S28° 18.026; E27°08.546



LIVE GAME AUCTION

93 Lots
498 Animals
13 Species

ON-SITE & ONLINE AUCTION

LINK TO AUCTION

<https://rsauctioneers.bidpro.co.za/Auctions>

LINKS TO DEVICES



ENQUIRIES:

DESTEA

Gontse Mocwaledi 060 968 3186

Dave Hayter 079 507 8820

RS AUCTIONEERS

Reuben Saayman 082 374 4388

Suzette Saayman 082 411 3419



AUCTIONEERS

WWW.RSAUCTIONS.CO.ZA

The MEC OF THE Department of Economic,
Small Business Development, Tourism and
Environmental Affairs

Welcomes You to the

2024 Game Auction

At the Willem Pretorius Resort
Free State Province

Proudly brought to you by



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economic, small business development,
tourism and environmental affairs

FREE STATE PROVINCE

RS AUCTIONEERS SPECIAL CONDITIONS OF SALE AND PROCEDURE OF AUCTION

1. BIDDERS PLEASE NOTE:

Bids can be placed online before and during the auction on all the lots **BUT** you must switch over to live bidding by clicking on the Live Bid button in order to bid live on the current open Lot.

If you don't do this when the auction starts, you will not be able to bid on the open Lot which has gone live. During the bidding of the open live Lot, you can continue bidding on the other lots at the same time

2. COMPULSARY REQUIREMENTS FOR REGISTRATION AND BIDDING:

1. Identity document.
2. Proof of Address.

A person who attends the auction to **bid on behalf of another person or on behalf of an entity** must submit:

1. A Proxy (letter of authority that expressly authorizes him or her to bid on behalf of that person or entity (On a letterhead of the Company).
2. Identity document copy of the person who authorizes the bidder.
3. Proof of Address of the person who authorizes the bidder **AND** of the Entity.

3. ALL REGISTRATIONS IS DONE AND CAPTURED ON THE ONLINE PLATFORM

Bidders can already register and start bidding online.

On-site Bidders will also be able to register at the Venue.

Registration for on-site Bidders starts 2 hours prior to each Auction.

On-site Bidders registration will also be done on the Online Platform, we invite you to register before the auctions online to prevent queues.

Reserve prices are applicable.

Animals to be sold, can be added or withdrawn without prior notice

4. PAYMENT:

NO CASH PAYMENTS ACCEPTED

EFT OR CARD PAYMENTS ONLY

VALUE-ADDED TAX - No VAT applicable.

Full payment of **PURCHASE** has to be paid into the Account of **FSPG DESTEA** as soon as possible after the Auction, but no later than 30 April 2024.

Proof of payment (copy of deposit slip / eft) with reference your **Buyer Number** must be mailed to

auction@destea.gov.za

Account holder:	FSPG DESTEA
Bank:	NEDBANK
Branch name:	COMMERCIAL BANKING FREE STATE
Branch code:	198765
Account type:	CURRENT
Account number:	1233434306

Terms and Conditions available to be downloaded under the Documents tab of the Auction. By accepting the Terms and Conditions on the online platform with registration, Bidders confirm and acknowledge that they have read, understand, agree and shall be bound by all the conditions.

Read the full documents under Documents tab of Auction Info.

The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 (“the Act”) and with the Consumer Protection Act Regulations (“the Regulations”) that have been published in terms thereof in Government Gazette No. 34180 on 1 April 2011 (Volume 550) and any amendments thereto from time to time. The auction will commence at the published time and will not be delayed allowing any specific person or more persons to take part in the auction.

5. REGISTRATION

- 5.1** Anyone that intends to bid at the auction must register his or her identity on the bidder’s record (buyers card or electronic online bidder profile) **prior to the closing date and time of the auction** and such registration must meet the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must either sign the registration entry **or** accept the terms and conditions electronically as required.
- 5.2** In the event of a live on-site auction, a person who attends the auction to **bid on behalf of another person (i.e. on behalf of an entity)** or in the event of an online auction, intend to **bid online on behalf of another person (i.e. on behalf of a company)** must produce a letter of authority that expressly authorizes him or her to bid on behalf of that person. Where a person is bidding on behalf of a company the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorizing him or her to bid on behalf of the company.
- 5.3** Any person who register to purchase on behalf of a Principal (i.e. natural person) must furnish the Auctioneer with a written signed Power of Attorney (Proxy), prior to the commencement of the auction, failing which he/she will be personally liable for payment of any purchases made by him/her. The person bidding on behalf of or signing any document on behalf of the purchaser pursuant to a successful bid hereby binds himself/herself personally as co-principal debtor with the Buyer for payment of the purchase price and personally guarantees all the obligations of the Buyer under this Rules of Auction and all attached documents, terms, conditions and agreements. A person who attends the auction to bid or log in to bid online, signing or accepting electronically the bidder’s record, on behalf of another person (i.e. on behalf of a company or legal entity) must produce a signed letter of authority that expressly authorizes him or her to bid or sign the bidder’s record on behalf of that person. Where a person is bidding on behalf of another entity the letter of authority must appear on the letterhead of the entity and must be accompanied by a certified copy of the resolution, if required, authorizing him or her to bid on behalf of the entity. The person bidding on behalf of or signing any document on behalf of the Buyer pursuant to a successful bid thereby binds himself personally as co-principal debtor with the Buyer for payment of the purchase price and personally guarantees all the obligations of the Buyer under these Rules of Auction.

6. BIDDING CONTROL AND RECORD

- 6.1** The auction shall take place under the direct and exclusive control of the **AUCTION HOUSE** using an online platform Website. The **AUCTION HOUSE** reserves the right, in its sole discretion, to refuse the bid of any person, to regulate the bidding and to indicate the highest bidder. If the **AUCTION HOUSE** suspects that a bidder has not made a bona fide bid, or is unable to pay the purchase price or has not made satisfactory arrangements for payment of the purchase price, it may refuse to accept the bid of such bidder or accept it provisionally until the bidder has satisfied him that he is in position to pay the purchase price or that he has made satisfactory arrangements for payment thereof. On refusal of a bid under such circumstances the animals may immediately be re-auctioned.
- 6.2** Any error by the **AUCTION HOUSE** shall be entitled to be corrected by him or her upon discovery.
- 6.3** No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Rules of Auction, during which time the offer shall be open for acceptance by the seller or his agent and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.

7. THE PURCHASER

The highest bidder will be considered the Purchaser who has made the highest bid at closing of the lot. The online platform will indicate Sold, Not Sold or Sold (STC). STC – Subject to confirmation where the lot is sold provisionally and the seller needs to accept / confirm and or negotiate the price. Bidder cannot withdraw a bid placed before expiry of confirmation date and time.

8. ACCEPTANCE OF THE BID AND CONFIRMATION BY SELLER

The **PURCHASER'S** bid can be accepted immediately by the **SELLER** after the bidding and closing of the Lot or Auction. If the Bid is not accepted immediately after it is closed, it shall remain open for acceptance by the **SELLER** through the **AUCTION HOUSE** on behalf of the **SELLER**

9. DELIVERY

Delivery is defined as to be completed when the Animals sold by the **SELLER** to the **PURCHASER** are delivered on the transport vehicle of **PURCHASER** / Transport Contractor (who can also be the **SELLER**) if transport is undertaken by **SELLER**. Date of delivery will be as soon as possible after movement approvals and permits are issued and on dates agreed upon between **PURCHASER** and **SELLER**.

10. POINT OF DELIVERY:

Delivered at the Nature Reserve / Game Reserve as indicated in the catalogue, except if otherwise indicated or communicated by the **SELLER** to the **PURCHASER**.

Read **DESTEA's Conditions of Sale and Transporting of Live Game**.

11. RESERVE PRICE

11.1 The sale by Auction is subject to a reserve or upset price.

11.2 If no bid equals or exceeds the reserve price, the animals may be withdrawn from the auction.

11.3 The **SELLER** shall be entitled to instruct the **AUCTION HOUSE** to accept any lower bid.

12. HIGHER OFFER

If no bid equals or exceeds the reserve price, and the **SELLER** does not accept the highest bid, the **SELLER** and **AUCTION HOUSE** shall be entitled to negotiate with the highest bidder first and then the other under bidders or new **PURCHASERS**.

I / We, THE PURCHASER, HEREBY CONFIRM THAT THE FULL EXTENT OF MY/OUR OBLIGATIONS AND RIGHTS HEREIN HAVE BEEN EXPLAINED TO ME / US AND THAT I / WE HAVE BEEN GIVEN AN OPPORTUNITY TO MAKE THE NECESSARY ENQUIRIES IN RESPECT OF THE SALE AND THAT I / WE UNDERSTAND THE EFFECT OF THIS AGREEMENT.

READ ALL THE TERMS AND CONDITIONS AND SPECIAL CONDITIONS OF DESTEA

READ THE FULL GENERAL RULES OF AUCTION AT THE BACK OF THIS CATALOGUE



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department of
economic, small business development,
tourism and environmental affairs
FREE STATE PROVINCE

GENERAL CONDITIONS OF SALE

TO BE READ BY THE AUCTIONEER BEFORE THE COMMENCEMENT OF THE SALE

1. **THE SALE IS NOT SUBJECT TO THE PAYMENT OF VALUE ADDED TAX (VAT).**
2. The right of admission is reserved.
3. **THE STATE SHALL, AT ANY TIME, HAVE THE RIGHT TO STOP THE AUCTION, OR TO WITHDRAW A LOT, OR LOTS, OR PART OF A LOT OR LOTS, WITHOUT PROVIDING ANY REASONS.**
4. The buyer shall be the highest bidder. Should any dispute arise between two or more bidders, the lot or lots shall be put up again for auction and resold; or the auctioneer may, after consultation with the Departmental representative, declare the buyer.
 - 4.1 Lots may be grouped and any lot may be divided at the discretion of the Departmental representative, provided the buyers have no objection.
 - 4.2 The order or sequence in which the lots will be sold may be changed only at the discretion of the Departmental representative, providing that the buyers have no objection.
5. The Departmental representative at the auction shall have the right, if necessary, to stop the auction or withdraw any lot or lots if satisfactory prices are not obtained or sell any lot or lots provisionally, subject to confirmation within 14 days.
6. Treasury will only accept payment in the form of electronic funds transfers. The State reserves the right to demand payment from a buyer once the bid has been knocked-down to him/her.
- **A "SPEED-POINT" WILL BE AVAILABLE FOR PAYMENT, BUYERS JUST NEED TO ADJUST THEIR TRANSACTION AMOUNTS PRIOR TO THE AUCTION PAYMENT.****
7. As soon as a lot has been knocked-down, ownership and risk shall pass to the buyer and no complaints will be considered thereafter. The full amount payable must be cleared on the DESTEA bank statement by **30 April 2024, otherwise the purchase will be deemed to be forfeited.**
8. The bidder is responsible for the full payment of the lot or lots that was/were knocked down to him/her by the auctioneer
9. Should the purchaser fail to pay the purchase price, the Government shall be entitled at its discretion to:
 - 9.1 Claim from the purchaser interest at the maximum allowable rate calculated from the date of purchase to date of payment; and/or
 - 9.2 Repossess the assets in order to resell at the risk of the defaulting purchaser who shall be liable for all costs involved with the resale and for any damage incurred by the State. The purchaser will not be entitled to any profit that may arise from the resale; or
 - 9.3 Institute legal proceedings for the payment of the amount owed or for the return of the assets in which event the conditions of clause 12.2 apply; and
 - 9.4 Recover any legal costs calculated at the Attorney/Client tariff as well as all collection costs.
10. **Buyers are not permitted to enter into any transaction on Government premises for the resale of any goods purchased at the auction.**
11. Buyers or their representative must be present to supervise the loading of their lot or lots and it must be clearly understood that no complaints will be considered after such lot or lots are loaded and an official receipt for such game has been signed by the buyer or his/her representative.
12. The Government is responsible for providing assistance with the loading of the animals but not for the removal thereof.
13. Buyers, their representatives and workers, their vehicles and equipment, enter any and all Government premises at their own risk, and the department assumes no responsibility for their safety or the safety of their property.
14. **RESERVE PRICES ARE APPLICABLE TO ALL LOTS OFFERED FOR SALE**
15. **Invoices shall not be split between buyers nor will any invoice be altered IN ANY MANNER once the bid have been knocked down to him/her by the auctioneer.**
16. Buyers will only receive an invoice when they have bid on the Auction.



CONDITIONS OF SALE AND TRANSPORTING OF LIVE GAME

1. Game sold by catalogue on behalf of the **Free State Department Economic and Small Business Development, Tourism and Environmental Affairs** will be captured during the period June to October, of the current year, on various nature reserves and will be available for delivery as soon as such is captured.
2. Buyers will be notified telephonically as soon as the game is available for delivery. The animals must be collected within 24 hours following the notification.
3. The Department does not undertake to transport any animal(s) on behalf of any buyers.
4. Once loaded, all risks and losses will pass to the buyer; no animal(s) lost at any time by any manner or means or for any reason whatsoever will be replaced by the Department.
5. Animals will be delivered in the same sequence in which the lots were purchased. If a buyer cannot be contacted to take immediate delivery, the animal(s) will be delivered to the next buyer in the sequence.
6. **Lots will consist of adults as well as young animal(s), but will not include any suckling young. Any lot on offer may include up to 40% (of the total number) of young animal(s).**
7. Animals will only be released to the buyer (or his/her representative) when such buyer or his/her representative produces the **original receipt** as proof of payment of the purchase. **No exceptions to this will be made at any time or for any reason.**
8. Animals will not be released to the buyer or his/her representative if the vehicle, cages or crates do not conform to the following standard specifications;
 - a. The animals must be protected against extremes of temperature when conveyed and the vehicles, cages or crates in which the animals are conveyed must be properly ventilated.
 - b. The vehicles, cages or crates must be free of any protrusions on the interior, and, if present, such protrusions must be properly covered to avoid injuries.
 - c. The vehicles, cages or crates must be fitted with a firm floor, which must be covered so as to prevent animals from slipping or falling as well as to prevent injuries while lying down.
 - d. The vehicles, crates or cages must be strong enough to contain the species of animal being transported.
 - e. Animals **larger than Springbok must** be conveyed in vehicles, crates or cages fitted with sliding doors (not swinging doors).
 - f. The lower 1.5m (at the very least) of the sides of any vehicles, crate or cages must be solid (in other words, these sections may not be bars or mesh).
 - g. The minimum surface areas required per animal conveyed in any vehicle, crate or cage designed for mass transport are as follows;

ANIMAL SPECIES	REQUIRED	ANIMAL SPECIES	REQUIRED
Blesbok	0.50 m ²	Red Hartebeest	0.80 m ²
Buffalo	1.60 m ²	Mountain Reedbuck	0.80 m ²
Eland	1.60 m ²	Zebra	1.30 m ²
Gemsbok	1.20 m ²	Springbok	0.40 m ²
Giraffe	3.50 m ²	Black Wildebeest	0.80 m ²
Kudu	1.20 m ²	Ostrich	1.75 m ²
Impala	0.40 m ²		

9. A receipt document, signed by the buyer or his/her representative, once the animals are loaded will serve as proof of delivery and will confirm satisfaction with the animal(s) received by the Buyer.
10. The department will be responsible for the issuing of any export permits where applicable.
11. Animals, which are not removed within 2 days of the buyer having been notified of the availability of such animals, will be kept in the holding pens (bomas) at the risk of the buyer for a period not exceeding one day.

STDNR - Soetdoring Nature Reserve (Lots 1 - 14)

Ms. L. Kelly Tel: 051 433 1167 Cell: 060 968 3215 Capture Dates will be Communicated

Disclaimer: The Lots, as reflected, may be altered or withdrawn at the discretion of DESTEA without prior notice or without reason being provided and DESTEA is not responsible or liable for any losses that may be incurred as a result.

LOT	RESERVE	SPECIE	NOTES	M	F	TOT	AMOUNT
1	STDNR	Blesbuck		3	7	10	R
2	STDNR	Blesbuck		3	7	10	R
3	STDNR	Blesbuck		2	4	6	R
4	STDNR	Blesbuck		1	0	1	R
5	STDNR	Blesbuck		1	0	1	R
6	STDNR	Blesbuck		1	0	1	R
7	STDNR	Blesbuck		1	0	1	R
8	STDNR	Springbuck		5	5	10	R
9	STDNR	Springbuck		5	5	10	R
10	STDNR	Springbuck		5	5	10	R
11	STDNR	Springbuck		5	5	10	R
12	STDNR	Waterbuck		2	3	5	R
13	STDNR	Waterbuck		2	3	5	R
14	STDNR	Waterbuck		2	3	5	R
15	STDNR	Waterbuck		2	3	5	R
16	STDNR	Waterbuck		2	3	5	R
17	STDNR	Waterbuck		2	3	5	R

STDNR - Soetdoring Nature Reserve (Lots 15 - 29)

Ms. L. Kelly Tel: 051 433 1167 Cell: 060 968 3215 Capture Dates will be Communicated

Disclaimer: The Lots, as reflected, may be altered or withdrawn at the discretion of DESTEA without prior notice or without reason being provided and DESTEA is not responsible or liable for any losses that may be incurred as a result.

LOT	RESERVE	SPECIE	NOTES	M	F	TOT	AMOUNT
18	STDNR	Black Wildebeest		3	7	10	R
19	STDNR	Black Wildebeest		3	7	10	R
20	STDNR	Black Wildebeest		3	7	10	R
21	STDNR	Black Wildebeest		3	7	10	R
22	STDNR	Black Wildebeest		2	3	5	R
23	STDNR	Black Wildebeest		2	3	5	R
24	STDNR	Black Wildebeest		2	3	5	R
25	STDNR	Black Wildebeest		1	0	1	R
26	STDNR	Black Wildebeest		1	0	1	R
27	STDNR	Black Wildebeest		1	0	1	R
28	STDNR	Black Wildebeest		1	0	1	R
29	STDNR	Black Wildebeest		1	0	1	R
30	WP	Blesbuck		1	0	1	R
31	WP	Blesbuck		1	0	1	R
32	WP	Blesbuck		1	0	1	R
33	WP	Blesbuck		1	0	1	R
34	WP	Blesbuck		1	0	1	R

WP - Willem Pretorius Nature Reserve (Lots 30 - 42)

Manager: M. Matshikiri Tel: 057 651 4168 Cell 066 487 2863 Capture Dates will be Communicated

Disclaimer: The Lots, as reflected, may be altered or withdrawn at the discretion of DESTEA without prior notice or without reason being provided and DESTEA is not responsible or liable for any losses that may be incurred as a result.

LOT	RESERVE	SPECIE	NOTES	M	F	TOT	AMOUNT
35	WP	Blesbuck		2	3	5	R
36	WP	Blesbuck		2	3	5	R
37	WP	Blesbuck		2	3	5	R
38	WP	Blesbuck		2	3	5	R
39	WP	Blesbuck		2	3	5	R
40	WP	Blesbuck		4	6	10	R
41	WP	Blesbuck		4	6	10	R
42	WP	Common Reedbuck		2	3	5	R
43	WP	Common Reedbuck		2	3	5	R
44	WP	Common Reedbuck		2	3	5	R
45	WP	Eland		1	0	1	R
46	WP	Eland		1	0	1	R
47	WP	Eland		1	0	1	R
48	WP	Eland		1	0	1	R
49	WP	Eland		1	0	1	R
50	WP	Eland		2	3	5	R
51	WP	Eland		2	3	5	R

WP - Willem Pretorius Nature Reserve (Lots 43 - 57)

Manager: M. Matshikiri Tel: 057 651 4168 Cell 066 487 2863 Capture Dates will be Communicated

Disclaimer: The Lots, as reflected, may be altered or withdrawn at the discretion of DESTEA without prior notice or without reason being provided and DESTEA is not responsible or liable for any losses that may be incurred as a result.

LOT	RESERVE	SPECIE	NOTES	M	F	TOT	AMOUNT
52	WP	Eland		2	3	5	R
53	WP	Eland		4	6	10	R
54	WP	Giraffe	2 - 6 yrs	1	1	2	R
55	WP	Giraffe	2 - 6 yrs	1	2	3	R
56	WP	Kudu		2	3	5	R
57	WP	Kudu		2	3	5	R
58	WP	Kudu		2	3	5	R
59	WP	Kudu		2	3	5	R
60	WP	Red Hartebeest		4	6	10	R
61	WP	Red Hartebeest		2	3	5	R
62	WP	Red Hartebeest		2	3	5	R
63	WP	Red Hartebeest		2	3	5	R
64	WP	Red Hartebeest		2	3	5	R
65	WP	Sable	2 M (<3 yrs) + 3 F	2	3	5	R
66	WP	Sable	2 M (<3 yrs) + 3 F	2	3	5	R
67	WP	Sable	Breeding herd Males (2-3 yrs), Females (Adult, 3 yrs, 1 yr)	2	3	5	R

WP - Willem Pretorius Nature Reserve (Lots 58 - 69)

Manager: M. Matshikiri Tel: 057 651 4168 Cell 066 487 2863 Capture Dates will be Communicated

LOT	RESERVE	SPECIE	NOTES	M	F	TOT	AMOUNT
<i>Disclaimer: The Lots, as reflected, may be altered or withdrawn at the discretion of DESTEA without prior notice or without reason being provided and DESTEA is not responsible or liable for any losses that may be incurred as a result.</i>							
68	WP	Black Wildebeest		1	0	1	R
69	WP	Black Wildebeest		1	0	1	R
70	WP	Black Wildebeest		1	0	1	R
71	WP	Black Wildebeest		1	0	1	R
72	WP	Black Wildebeest		1	0	1	R
73	WP	Black Wildebeest		2	3	5	R
74	WP	Black Wildebeest		2	3	5	R
75	WP	Black Wildebeest		2	3	5	R
76	WP	Black Wildebeest		2	3	5	R
77	WP	Black Wildebeest		2	3	5	R
78	WP	Black Wildebeest		4	6	10	R
79	WP	Black Wildebeest		4	6	10	R
80	WP	Black Wildebeest		4	6	10	R
81	WP	Black Wildebeest		5	15	20	R
82	WP	Black Wildebeest		5	15	20	R
83	WP	Zebra (Plains)	Family Group	2	3	5	R
84	WP	Zebra (Plains)	Family Group	2	3	5	R

WP - Willem Pretorius Nature Reserve (Lots 70 - 83)

Manager: M. Matshikiri Tel: 057 651 4168 Cell 066 487 2863 Capture Dates will be Communicated

LOT	RESERVE	SPECIE	NOTES	M	F	TOT	AMOUNT
<i>Disclaimer: The Lots, as reflected, may be altered or withdrawn at the discretion of DESTEA without prior notice or without reason being provided and DESTEA is not responsible or liable for any losses that may be incurred as a result.</i>							

85	WP	Zebra (Plains)	Family Group	2	3	5	R
86	WP	Zebra (Plains)	Family Group	2	3	5	R
87	WP	White Rhino (7yrs)	Dehorned May 2023	1	0	1	R
88	WP	White Rhino (6yrs)	Dehorned May 2023	1	0	1	R
89	WP	White Rhino (5yrs)	Dehorned May 2023	1	0	1	R

GARIEP Off - Gariep Nature Reserve (Lots 90 - 93)

F. van den Berg Tel: 051 754 0048 Cell: 060 968 3198

Capture Dates will be Communicated

LOT	RESERVE	SPECIE	NOTES	M	F	TOT	AMOUNT
<i>Disclaimer: The Lots, as reflected, may be altered or withdrawn at the discretion of DESTEA without prior notice or without reason being provided and DESTEA is not responsible or liable for any losses that may be incurred as a result.</i>							

90	GARIEP	Blue Wildebeest		3	7	10	R
91	GARIEP	Blue Wildebeest		3	7	10	R
92	GARIEP	Blue Wildebeest		4	11	15	R
93	GARIEP	Blue Wildebeest		4	11	15	R

Directions to Reserve

Reserve	Closest Town	Description
Caledon Nature Reserve	Wepener	Situated 130km southeast of Bloemfontein on the R701 between Wepener and Smithfield. Closest town are Wepener and Dewetsdorp
Erfenis Dam Nature Reserve	Theunissen	Situated 18km east of Theunissen on the Theunissen - Windburg road (R708). From the N1 highway, the turnoff to the reserve lies 20 km west of Windburg.
Gariiep Nature Reserve	Gariepdam	Situated 200km south of Bloemfontein adjacent to the Gariiep Dam and the small town or Gariepdam (8km to the east of the N1). Road signs indicate the turn-off on the N1.
Koppies Dam Nature Reserve	Koppies	Situated 16km east of the town of Koppies. The town of Koppies lies 55km north of Kroonstad, just off the N1 between Kroonstad and Sasolburg. The roads are well marked.
Maria Moroka Nature Reserve	Thaba N'chu	Situated 90km east of Bloemfontein adjacent to the popular Black Mountain Hotel near the town of Thaba N'chu.
Rustfontein Dam Nature Reserve	Bloemfontein	Situated 50km east of Bloemfontein just off the Bloemfontein/Thaba N'chu road (N8)
Sandveld Nature Reserve	Bloemhof	Situated 200km northwest of Bloemfontein. The reserve is located along the Bloemhof/Hoopstad road (R34), 10 km from Bloemhof and 30 km from Hoopstad.
Seekoeivlei Nature Reserve	Memel	Situated adjacent to the town of Memel in the north eastern Free State.
Soetdoring Nature Reserve	Bloemfontein	Situated on the Bloemfontein- (R700) Bultfontein road 45km from Bloemfontein.
Sterkfontein Dam Nature Reserve	Harrismith	Situated 23km from Harrismith on the Harrismith/Bergville road (R74).
Tussen die Riviere Nature Reserve	Bethulie	Situated in the southern Free State 65km east of the N1 and 15km from Bethulie on the R701. The entrance gate to the reserve is situated on the road between Bethulie and Smithfield (R701) Southern Free State.
Willem Pretorius Nature Reserve	Ventersburg	Situated 30km from Ventersburg and 130km from Bloemfontein. The turn-off to the reserve is clearly indicated on the N1 between Windburg and Ventersburg.

“RULES OF AUCTION” - TERMS AND CONDITIONS - RS AUCTIONEERS

These Rules must be read in conjunction with the “Conditions of Sale” and any “Documents or Reports” provided as per applicable Lot. By registering Bidders confirm that they understand and accept the rules and conditions, whether they complete a purchaser’s card on site or register online. These Rules of Auction comply with Section 45 of the Consumer Protection Act No. 68 of 2008 and the Regulations contained therein applicable to auctions. The Rules can be located and downloaded to read at <http://rsauctions.co.za/>. By bidding, bidders confirm that they accept the condition of the goods as described “as is” in the lots and no bid will be cancelled or payment refunded after auction.

1. DEFINITIONS AND INTERPRETATION

- 1.1 References to notices, statements and other communications by or from the auction house include notices by or from the auction house’s agent;
- 1.2 Expressions in the singular also denote the plural, and vice versa;
- 1.3 Words and phrases denoting natural persons refer also to juristic persons, and vice versa;
- 1.4 Words and phrases denoting natural persons refer also to juristic persons, and vice versa;
- 1.5 Pronouns of any gender include the corresponding pronouns of the other gender.
- 1.6 Clause headings appear in this lease for purposes of reference only and shall not influence the proper interpretation of the subject matter.
- 1.7 In these Rules of Auction, except in a context indicating that some other meaning is intended:

WORD / TERM	DEFINITION OR MEANING
“advertisement”	an advertisement which complies with the provisions of Regulations 19 and 20 of the CPA Regulations and which has been posted to the auction house’s site at least 24 hours prior to the commencement or start of the auction
“agent”	any third-party individual or organization (“agent”) who has been authorized to buy/sell assets on behalf of another individual or organization (“principal”), and enter into agreements on behalf of the “principal”, compensated in terms of commission or money.
“auction”	are sold to the highest bidder and includes a sale in execution pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction and includes the online auction of goods and/or lots conducted by the auction house from time to time
“auction on site”	a sale in which goods and/or lots are auctioned at a specific venue or location point
“auction online” “live online” “timed sequential” “Independent closing” “staggered closing” “extension period”	a sale in which goods and/or lots are auctioned electronically online onsite live floor auction combined with online bidding lots start closing in sequence lot after lot / closing time of every next lot extends in time closing of lot at a specific exact time with time extending interval rule as per conditions group of lots start closing simultaneously (at the same time as per conditions) the time interval between closing of lots
“auctioneer”	the person who conducts the auction on behalf of the auction house
“auction house”	RS Auctioneers (Pty) Ltd or other nominated juristic person which conduct auctions as part of its business under the name and style of “RS Auctioneers”
“auction business site”	the venue whereon the goods and/or lots are auctioned by the auctioneer on behalf of the auction house
“auction site”	the internet based electronic website operated by the auction house located at http://rsauctions.co.za/ and/or any other internet based electronic platform or application used by the auction house
“automotive”	all types of light and heavy vehicles, commercial, agricultural and motorcycles
“brochure”	document presented by auction house containing information about sales/goods
“calendar day”	all days including weekends and holidays
“catalogue”	document containing information on the lots and descriptions
“catalogue auction”	with reference to game animals, sales as per catalogue details. Animals to be captured and delivered by seller to purchaser after auction sales.
“caveat emptor”	without a warranty the purchaser takes the risk as to the condition of the property or goods
“closing time”	the time when bidding officially closes and includes references to “fall of the hammer”
“confirmation period”	the period or timespan allowed after bid closed for acceptance of bid by the seller
“commission”	compensation in terms of percentage commission of sales or fixed amounts
“collection point”	location where goods will be delivered to purchaser
“CPA”	the Consumer Protection Act, no. 68 of 2008 inclusive of its regulations
“day”	any day of the week, excluding Saturdays, Sunday and public holidays
“delivery”	passing of goods from auction house/seller to purchaser as per conditions
“delivery note”	note of description of goods delivered

“ECU”	electronic control unit
“FICA documents”	documents required the Financial Intelligence Centre Act, 2001, identification and address
“FFC”	fidelity fund certificate issued by “PPRA”
“funds release note”	With reference to game animals, authorization by purchaser to auction house to pay seller
“goods”	any asset of value, movable or immovable, and where appropriate, services listed for sale by the auction house
“latent defect”	deficiency which is not reasonably apparent to the ordinarily/reasonable person by customary observation and inspection, requires a specialist to identify
“lots”	any group of goods sold or offered for sale as a unit and identified as such
“livestock” “domestic” “wildlife / game”	live animals or products there-of domestic animals for instance cattle, sheep, pigs, poultry etc. animals from parks/nature reserves/zoos/game ranches etc.
“month”	a calendar month, and more specifically in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and in any other context, a month of the calendar, that is, one of the 12 months of the calendar, and “monthly” has the corresponding meaning
“mora interest”	the interest charged when a payment is not made timeously, and an interest rate has neither been agreed between the parties nor is it prescribed by statute
“online bid”	Bid placed online on or through website or app
“online transaction”	the act of bidding on the auction site and where applicable the conclusion of a transaction between the auction house/seller and purchaser via the auction site
“OTP”	offer to purchase document, when accepted by seller and signed by all parties, becomes agreement of sale
“agreement of sale”	document signed between seller and purchaser, containing all applicable conditions
“party”	the seller, the purchaser and/or the auction house and includes reference to parties
“payment date”	date of payment specified by conditions of sale
“patent defect”	deficiency which is reasonably apparent to the ordinarily/reasonable person by customary observation and inspection
“PPRA”	Property Practitioners Regulatory Authority
“property practitioner”	“agent” with a “FFC “ fidelity fund certificate authorized to auction/ sell immovable assets
“prima facie”	sufficient to establish a fact or raise a presumption unless disproved or rebutted
“principal”	Owner (“seller /purchaser”) of the asset authorizing and appointing the “agent”
“property”	Immovable asset meaning residential (house/townhouse/flat/vacant land), commercial (used for business purposes), agricultural (farm/smallholding/vacant land)
“purchaser”	the bidder who is the highest bidder for the goods and/or lots offered on auction by the auction house at closing time
“registration fee”	The amount required to approve registration by bidder as per conditions
“reserve price”	the minimum VAT exclusive amount the Seller is prepared to accept from the bidders for the sale of the goods and/or lots on auction by the auction house
“Rules of Auction”	Rules of Auction which meet the regulations of the Consumer Protection Act and which rules of auction are the agreed terms of conditions between the auction house, bidders and purchasers pertaining to the registration and participation in an auction and the purchase of goods and/or lots on auction from the auction house
“seller”	a person, natural or juristic, who is entitled in law to sell the goods on auction, but not necessarily the owner
“settlement statement”	settlement account statement issued by “auction house” to “principal”/”seller”
“STC”	Subject to confirmation – owner/seller must accept/decline/negotiate the bid amount
“vehicles”	motor vehicles (include passenger/commercial/heavy (trucks and trailer)/earth moving/agricultural) auctioned by the auctioneer on behalf of the auction house
“vehicle condition report”	report based on an audiovisual inspection of the vehicle – no guarantees, no liabilities
“vehicle diagnostic report”	a comprehensive vehicle health report that reveals faults or failures detected in the ECU
“vendor roll”	the document contemplated in regulation 28 (4) of the CPA record of bidders and details
“working days”	all days on the calendar excluding weekends and holidays

2. RULES OF AUCTION - FUNDAMENTAL CLAUSES – SEE DETAILED INFORMATIVE CLAUSES CONTINUED BELOW

- 2.1 The Rules of Auction in their entirety shall form the basis of the bidding and negotiation between the auctioneer on behalf of the auction house and the bidders and shall also govern the rules of each sale so concluded.
- 2.2 Any indulgence granted by the auction house to the purchaser or the seller will not prejudice the rights of the auction house in terms of these Rules of Auction and such indulgence will not constitute an amendment or waiver or novation of these Rules of Auction.
- 2.3 The Rules of Auction will apply to all lots, unless in contradiction with any of the terms as set out in Special Conditions of Sale and/or detail descriptions for each lot specifically.
- 2.4 The auction house shall have the right to regulate and control the auction, which is to be recorded and shall constitute prima facie (rebuttable/challengeable) proof of the auction proceedings. Said recordings shall not be made available to the public or the purchaser unless required to do so by an order of court or by law.
- 2.5 The Rules of Auction are made available to the general public at least 24 hours prior to the commencement of the auction, either in printed format from the auction house’s place of business or electronically from the auction house’s site and accordingly need not to be read out in their entirety at the auction to be valid nor should it; in no way, be construed as an omission or admission that the Rules of Auction are not important.
- 2.6 The act of registering for the auction and participation by any bidder in the auction shall be taken by the auction house as confirmation and/or acceptance that the bidder has read, understood, and accepts that it is bound by the Rules of Auction.

- 2.7 The auction and any related matters including the Rules of Auction are governed by and constructed in accordance with the laws of the Republic of South Africa and the bidder, including foreign bidders, consent to the jurisdiction of the South African courts.
- 2.8 The auction will commence at the indicated time as per the relevant advertisement and will not be delayed to enable any specific person or more persons in general to take part in the auction.
- 2.9 Every bidder must, prior to the commencement of an auction, register its identity in the bidders' record, providing its positive identification, juristic registration documents, and proof of residence in terms of the Financial Intelligence Act (FICA), No. 31 of 2001.
- 2.10 If a person intends to bid on behalf of another, he or she must produce a letter of authority meeting the requirements of regulation 26(3) of the CPA; expressly authorizing him or her to bid on behalf of that person, and both that person and the person bidding on his or her behalf must meet the requirements of sub-regulation 26(2) of the CPA.
- 2.11 All bidders whose names appear in the bidders' record will be issued with visible bidder numbers. The bidders' record and the vendors roll are available for inspection during normal business hours.
- 2.12 By registering for an auction, the bidder accepts and agrees that it understands and is acquainted with auction proceedings and the bidding process.
- 2.13 All property/goods, accept when specifically stated otherwise, are sold "caveat emptor", without a warranty and the purchaser takes the risk as to the condition of the property or goods.

3. REGISTRATION – ONSITE AND ONLINE.

- 3.1 To register and participate in the auction including those auctions conducted online on the auction site, the bidder will be required to complete and sign the registration document OR sign up and registration (online) issued by the auction house and pay the registration fee.
- 3.2. Bidders may be entitled to register for an auction via the auction site and shall be required to complete and comply with any and all regulations and/or formalities stipulated on the auction site in addition to the Rules of Auction.
- 3.3. The auction house reserves the right to reject any registration at its sole discretion.
- 3.4. To register as or on behalf of a bidder / purchaser, the following details must be provided: Name, phone number, e-mail address, physical address, identity document/ passport (applicable to foreign nationals), proof of residence.
- 3.5. To represent a juristic person, as a bidder / purchaser, the following details of the juristic person / entity must be provided: Name (including founding documents), registration number, vat number (if applicable), phone number, email address, physical address, proof of address and signed resolution to act on behalf of juristic person.
- 3.6. By registering, the bidder represents, warrants and undertakes that it is or acts for a business and has given correct information about its business and contact details as requested in the auctions house's registration procedure and that it will notify the auction house of any change in its registered details.
- 3.7. Bidders are assigned an account name or number on registration.
- 3.8. Bidders shall only transact using their own account name or number and are responsible for all actions taken under their account name or number.
- 3.9. It is the sole responsibility of the bidder to keep and maintain the safety of their account name or number and are obliged to complete those transactions that occur using their account name or number, whether such transactions are authorised by them or not.
- 3.10 The bidder/purchaser notes that the address given in the registration documents as its physical address shall be deemed to be his/her chosen domicilium citandi et executandi for the purposes of acceptance of any notices or legal process arising from a breach of the rules of the auction.
- 3.11 Upon registration, bidders are required to pay a refundable deposit determined by the auction house and/or auctioneer from time to time payable with the following acceptable methods as no cash can or will be accepted by the auction house and/or auctioneer at the auction business site due to security reasons: electronic transfer, cash deposit and credit/debit card if facilities are available.
- 3.12 Deposits will only be refunded to the bidder if they have not bought any goods and/or lots on auction according to the vendor roll. Original proof of the bidder's banking details is required to process the bidder's refund. All refunds are done by Electronic Transfer only within 3 working days after the auction.

4. BIDDING CONTROL AND ADMISSION TO AUCTION

- 4.1 **ON SITE AUCTIONS** - The right of admission to the auction is reserved and the auction house reserves the right to refuse to register any natural or juristic person at their sole discretion.
- 4.2 All persons, including bidders who enter the auction business site do so at their own risk and may be subject to a random body search upon entry to the auction business site. The searching of all vehicles upon entry and exiting of the auction business site will be done at the auction house's discretion.
- 4.3 All persons including bidders, their heirs, executors, administrators or assigns shall not hold the auction house, the auctioneer, their agents and/or employees liable for any injuries, damages or any losses of any nature whatsoever arising from any person's attendance and/or participation in the auction and releases the auction house, the auctioneer, their agents and/or employees and hold them harmless from any duty of care towards them and all claims which may otherwise have accrued to them whether or not any such claim may arise through the negligence of any person or from any of the risks, dangers or hazards occurring in the course of their association with the auction house, auctioneers and the sellers.
- 4.4 By placing bids, the bidders warrants that they have the ability and the intention to proceed with the purchase of the goods and/or lots. By bidding, bidders confirm that they accept the condition of the goods as described "as is" in the lots and no bid will be cancelled or payment refunded after auction. All goods are sold without a "duty to repair".
- 4.5 No purchaser may register as a bidder for goods and/or lots that have been sold.
- 4.8 A purchaser may bid via proxy bid or telephone bid provided the registration requirements are met.
- 4.9 The auctioneer reserves the right to revoke any bidders' number at any time during the auction, thereby refusing a person the right to remain on the auction business site or auction site in the event that such a person repeatedly behaves in such a way so as to disrupt the auction.

- 4.10 The auction house has the right to terminate any registration if the bidder or purchaser fails to timeously comply with any obligation imposed either by legislation or by the auction house and/or the auction house has reason to believe that the bidder or purchaser has engaged in any unlawful or untruthful activity while making use of the services or has attempted to collude or deceive the auction house or other bidders at any time and/or the purchaser, bidder or purchaser does not comply with these Rules of Auction.
- 4.11 All persons, including bidders who enter the auction business site are strictly prohibited from taking photographs and/or videos of the goods and/or lots on auction and/or the auction proceedings by the auctioneer on behalf of the auction house. The auctioneer reserves the right to remove all persons and/or revoke any bidders' number at any time during the auction should such a person fail to comply with these Rules of Auction.
- 4.12 The auction house reserves the right to exclude any bidder from any auction at the auction business site and/or block any registration of a bidder where the bidder has breached or threatens to breach these terms and conditions and/or engages in any behaviour which the auction house in its sole discretion regards as likely to have an adverse effect on the conduct of the auction or the reputation of the auction house.
- 4.13 The auction house reserves the right in its sole discretion to exclude goods and/or lots from offers and to refuse acceptances, bids or offers as well as to discontinue an auction or related services altogether at any time and/or from time to time.
- 4.14 Any price indicated or conveyed at an auction at the auction business site, is stated exclusive of value added tax ("VAT"), other applicable sales tax and/or purchaser commission, if applicable.
- 4.15 Bidders are expressly forbidden from any form of bid manipulation, including collusion or bidding on goods and/or lots that they themselves or a party affiliated with them are selling in an auction.
- 4.16 Bidders may not bid under a false name or as agent for a person who would itself be prohibited by these terms and conditions.
- 4.17 In conjunction with the other obligations set out in these terms and conditions, each bidder acknowledges and agrees that by placing a bid in an auction or making an offer, it represents, warrants and undertakes that it has the authority and capacity to enter such a bid or make such an offer and close the transaction and that any bid that it makes constitutes an irrevocable offer to buy the goods and/or lots in question for the full amount.
- 4.18 The auction house may, at its discretion, charge a purchaser commission or other service charge on goods and/or lots sold (including any applicable VAT or the equivalent or similar sales taxes in the relevant jurisdiction at the current rate). All such charges will be indicated on the relevant notice to a purchaser and/or the auction brochure/catalogue. If charged, the purchaser commission shall be collected directly from each successful purchaser, in addition to the purchase price as bid on auction.
- 4.19 **ONLINE AUCTIONS** - The auction house reserves the right to exclude any bidder from any online transaction and/or block any registration of a bidder where the bidder has breached or threatens to breach these terms and conditions and/or engages in any behaviour which the auction house in its sole discretion regards as likely to have an adverse effect on the conduct of the online transaction or the reputation of the auction house.
- 4.20 The auction house reserves the right in its sole discretion to exclude goods and/or lots from offers and to refuse acceptances, bids or offers as well as to discontinue online transactions or related services altogether at any time and/or from time to time, on the auction site.
- 4.21 The auction house shall transmit all information in connection with the registration, posting of an offer/bid/acceptance and offers/listing of goods and/or lots to other bidders in any part of the world in the form and to the extent suitable for the execution of an online transaction.
- 4.22 All data produced or transmitted in connection with the execution of an online transaction on the auction site or in connection with the use of the online bidding system at or in relation to the auction house may be stored, used and transmitted as described in auction house's privacy policy.
- 4.23 Bidders undertake that information concerning other bidders, their employees, contractors and/or employees obtained by virtue of an online transaction shall not be used for sending unsolicited commercial messages or for any other purposes other than participation in online transactions or use of the auction site.
- 4.24 Bidders also agree that usage of any such information shall be strictly in accordance with applicable laws and regulations, including, without limitation, data protection and privacy laws.
- 4.25 Any price indicated on the auction site or agreed in an online transaction is stated exclusive of value added tax ("VAT"), other applicable sales tax and/or purchaser commission, if applicable.
- 4.26 Bidders are responsible for procuring and maintaining their network connections and telecommunication links from their systems in order to use the auction site and services. All communications and content sent from the system of the bidder to the auction site must be for lawful purposes.
- 4.27 Bidders are strictly prohibited from using the auction site for any of the following:
- 4.27.1 fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
 - 4.27.2 to send, use or re-use any material that is illegal, offensive, abusive, in decent, defamatory, obscene or menacing; or in breach of any law or third party rights or is otherwise injurious to third parties; objectionable or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailing or spam;
 - 4.27.3 to offer, sell, bid for or buy any items which are illegal or infringe any third-party rights (including intellectual property rights) or
 - 4.27.4 to cause annoyance or inconvenience.

5. ONLINE AUCTIONS PROCEDURE AND RULES OF AUCTION

- 5.1 **Live-Online Bidding** - The Auctioneer conducts the auction utilising technology where bidders can bid online through the auction online platform or app without attending the auction on site. Bids will be accepted from both the floor bidders and online bidders.
- 5.2 Online bidders must ensure fast internet connection "WIFI" speed and must continuously refresh the page if it does not do so automatically.
- 5.3 the auctioneer shall be entitled to close the online bidding for a particular lot prior to knocking down the hammer in order to take a final bid from the floor bidders. In the event where such bid was made and accepted, the auctioneer and auction house may, at its own discretion, reopen the online bidding for that lot to accept additional bids.
- 5.4 When a bid is placed, it cannot be withdrawn.
- 5.5 Neither the auction house, auctioneer, representatives or seller will be liable for any failure in connectivity or software while using the online bidding platform. Online bidder participate online at own risk.
- 5.6 **Timed Auction** – Type of timed auction – Sequential closing/Independent closing/staggered closing date and time will be stated in the conditions of sale and/or on the online platform/app.
- 5.7 Sequential closing – Lots are closing one after the other. The next lot will not start closing before the previous lot closed. Closing times of lots therefore keeps extending.

- 5.8 Independent closing – Lots will start closing at the exact time as indicated on the online platform/app.
- 5.9 Staggered closing – Group of lots will start closing at the specified time on the online platform/app.
- 5.10 Extension period of time intervals between bids will be specified in conditions and/or on the online platform/app.
- 5.11 When a bid is received within the published closing times and extension periods, the bidding will be automatically extended for an additional period, which may vary from auction to auction.
- 5.12 A lot will only close if a final bid on the lot stands alone for a period equal to the Extension Period.
- 5.13 After the lot closes, the online platform/app will indicate not sold or sold or sold (STC). STC means subject to confirmation by the seller. Only after confirmation by the seller from the auctioneer/auction house, the bid can be considered as sold and changed on the platform/app to sold.
- 5.14 Should the reserve price not be met, the lot will not be sold and shall be marked to be 'Subject to Confirmation (STC)'. Should the aforementioned occur it is advised to make contact with the Auctioneer as soon as possible to obtain instructions from the seller to explore the viability of entering into a transaction. This does not create any right of refusal nor does it impose an obligation on the owner/seller or the Auctioneer to enter into any transaction.
- 5.15 The asking bid or minimum price does not necessarily mean or implicate the reserve price.

6. VIEWING / INSPECTION / ACCEPTANCE OF GOODS/PROPERTY

- 6.1 As per special conditions of sale and/or by appointment.
- 6.2 Unless specifically specified, all goods/lots are sold with no duty to repair. The auction house and/or the seller shall not be responsible and/or required to repair any damaged goods and/or lots.
- 6.3 All bidders must prior to the auction inspect and be satisfied with the condition of all goods and/or lots sold by the auction house at the auction business site or on the auction site.
- 6.4 A bid shall be taken as proof that the bidder has inspected the goods and/or lots and has satisfied itself with the condition of the goods and/or lots for which it bids.
- 6.5 Bidders must, prior to the sale, ascertain whether there are any defects in the goods and any bid shall be considered as acceptance of the goods with any patent or latent defects in their condition at the time of sale.
- 6.6 Online bidders, by bidding accepts the description and condition of the goods in the lot even if it is merely a picture of the goods. Online bids can not be withdrawn.

7. PAYMENT

- 7.1 Once goods and/or lots have been sold to the purchaser without reserve or confirmed by the seller in an auction with reserve, the sale of the goods and/or lots is irrevocable and cannot be withdrawn. The purchaser is immediately liable, at the closing time, for all fees, charges and/or purchaser commission to be paid to the auction house.
- 7.2 The purchaser shall be liable for the settlement of purchases of goods and/or lots failing which the auctioneer or the seller, reserves the right to obtain the relief it is entitled to, including the amount to be paid, interest if applicable, legal costs and collection costs.
- 7.3 The purchaser shall not be entitled to take delivery of any goods and/or lots until payment of the full purchase price of all goods and/or lots purchased on auction have been made to the auction house and the purchaser is in possession of an invoice from the auction house stating same.
- 7.4 Where necessary and when applicable, a purchaser requiring third party finance, shall be required to obtain pre-approval of the third-party finance to the value, or exceeding the value, of the goods and/or lots purchased on auction. In the event of a delay occasioned to obtaining third party finance by the purchaser, the purchaser shall be liable for all fees and claims stipulated in the Rules of Auction.
- 7.5 All payments must be made in South African ZAR currency, into the specific account nominated by the auctioneer for each auction and provided to the purchaser.
- 7.6 In accordance with money laundering regulations and in the interest of security, the auctioneer and/or the auction house does not accept cash at its auction sites. Cash deposits must be made at the bank and proof thereof must be presented on site or at the auctioneers' premises. Cash payments shall attract a cash deposit fee determined by the auctioneer from time to time.
- 7.7 Any purchase price indicated at the auction business site, auction site or agreed in an online transaction is stated exclusive of value added tax ("VAT"), other applicable sales tax, a documentation or administration fee levied by the auction house and/or purchaser commission, if applicable. A Purchaser in a transaction shall be responsible for paying any VAT, other taxes, documentation fee and/or purchaser commission which may be due on amounts owed by the purchaser under these Rules of auction in the applicable jurisdictions at the rates prevailing at the date that the transaction is concluded.
- 7.8 The auction house shall continue to hold a lien over all goods and/or lots sold on auction until payment of the full purchase price of all goods and/or lots are paid for by the purchaser to the auction house.
- 7.9 The auction house shall not be liable to the purchaser for any losses or damages suffered by the purchaser as a result of the termination and/or cancellation of an auction sale by the seller of any goods and/or lots.
- 7.10 Should the bidder/purchaser default in terms of payment for goods and/or lots purchased on auction and/or default in terms of any other provision of these Rules of Auction, a forfeit fee not exceeding 10% of the full purchase price for the goods and/or lots purchased by the purchaser or the total costs of advertising and conducting the auction, including any additional costs that may have been reasonably incurred in accordance with regulation 21(2)(l) of the CPA, whichever is the lesser will be charged by the auction house to the bidder/purchaser. In such an event of default by the bidder/purchaser, the refundable registration deposit will be retained and used to set-off the forfeit fee or part thereof if the fee is lesser. Should the retained refundable registration deposit be greater, the difference will be refunded to the bidder/purchaser.
- 7.11 The auction house shall be entitled to re-sell/re-auction all goods and/or lots which are not paid for, in part or full, by the purchaser. Should the purchaser default in terms of payment for goods and/or lots purchased on auction and should the auction house elect to re-sell/re-auction the goods and/or lots previously purchased by the purchaser, the purchaser shall be liable to pay the auction house, as pre-estimated liquidated damages, the negative difference between the sale price of the previously purchased goods and/or lots of the purchaser and the net sale price (after deduction of purchaser commissions, documentation fees and all other applicable fees and/or seller commission) of the re-sold/re-auctioned goods and/or lots.
- 7.12 Should the auction house and/or seller reject the purchaser's offer or default for whatever reason, the purchaser will not be charged any fee or commission, and where such fee or commission has already been paid by the purchaser, such fee or commission will immediately be refunded to the purchaser, including the refundable registration deposit. The parties shall have no further obligations under these Rules of Auction thereafter.
- 7.13 Both the seller and the purchaser unconditionally accept that the auction house has no involvement in the offering, description or sale of the goods and/or lots that the auction house's role is merely to facilitate the auction and therefore the auction house cannot accept any return of goods and/or lots for any reason whatsoever.

8. BREACH / CANCELLATION

- 8.1 The purchaser cannot cancel any goods and/or lots purchased which it has bought on auction.
- 8.2 In the event that the full payment of the total purchase price for all goods and/or lots shown on the invoice has not been paid on due date, or the purchaser cannot comply with FICA, the purchaser will have breached the terms of the auction and deemed to have defaulted on the sale and agrees to the following:
 - 8.2.1 immediate cancellation of the sale(s) without notification to the purchaser;
 - 8.2.2 the purchaser will have no further claim on any of the goods and/or lots;
 - 8.2.3 the purchaser may be blacklisted by the auction house and such purchaser may be refused permission to participate in any auctions conducted by the auction house in the future.
 - 8.2.4 the purchaser may be blacklisted by the auction house and such purchaser may be refused permission to participate in any auctions conducted by the auction house in the future.

9. FICA

In accordance with the Financial Intelligence Centre Act (FICA) No. 38 of 2001, no repossessed vehicle will be released until all parties to the transaction, including the bank, have been identified and verified in terms of the requirements of the Act. The auction house will only accept original documents or certified copies. The auction house may elect to enable itself and bidders to scan and upload original documents or certified copies onto its system at its sole and absolute discretion. No photocopied or faxed documents will be accepted. No exceptions will be made.

10. LIMITATION OF LIABILITY AND DISCLAIMER

Notwithstanding what is contained in these Rules of Auction, the purchaser accepts, acknowledges and agrees that the auction house will not be held liable to the purchaser for any losses, damages, expenses or harm of whatsoever nature however same may arise.

11. PROTECTION OF PERSONAL INFORMATION

1. The auction house and auctioneer complies with the Protection of Personal Information Act 4 of 2014 ("POPIA").
2. Any person or entity registering for the auction hereby acknowledges that it is providing the auction house with personal information, as envisaged in POPIA. Any registrant acknowledges and consents thereto that information is obtained and will be stored in compliance with relevant legislation.
3. Any person or entity registering for the auction consents thereto that it shall receive communication relating to a transaction as well as marketing material for the auction registered and future auctions. The registrant will receive communication where he/she shall be entitled to opt-out of marketing communication. Personal Information will be retained until a registrant requires the auction house to delete his/her personal information, or until such time the auction house is obligated to store the personal information in accordance with other legislation, whichever occurs last.
4. Purchasers and Sellers at the auction hereby acknowledge and consent thereto that their personal information will be shared amongst the purchaser and seller of a specific lot in order to finalize a transaction. This information includes, but will not always be limited to, names, contact numbers, e-mail addresses and addresses for delivery.
5. The purchaser and seller hereby undertake to only use personal information received in order to finalize a transaction and it shall not be entitled to retain the information for any other purpose. Should a Buyer or Seller wish to retain the personal information received, he/she shall obtain their own consent and hereby irrevocably indemnifies the auction house and auctioneer from any claim that may arise for breach of POPIA.

12. PROPERTY AUCTION PROCEDURE AND RULES OF AUCTION

- 12.1 The RS Auctioneers General Rules of Auction by RS Auctioneers in this document and counterparts thereof as well as Special Conditions of Sale apply. The RS Auctioneers General Rules of Auction is available to prospective bidders/purchasers on the website at <http://rsauctions.co.za/> and mobile app. By registering and bidding, bidders confirm and accepts the condition of the property as is (*caveat emptor*) and all other Rules of Auction and Special Conditions of Sale.
- 12.2 If no bid equals or exceeds the reserve price, the property may be withdrawn from the auction. The seller shall be entitled to instruct the auctioneer to negotiate and/or accept a lower bid. The auction is conducted for the normal and voluntary disposal by the owner's / seller's property, unless otherwise announced by the auctioneer.
Online Auctions - After the lot is closed, the online platform/app will indicate "Not Sold" or "Sold" or "Sold (STC)". STC means Subject to Confirmation by the seller. At his stage, the lot is not sold and only after confirmation by the seller through the auction house/auctioneer, the bid can be considered as sold and changed on the platform/app from "Sold (STC)" to "Sold".
- 12.3 Declaration and compliance related to all applicable taxes is the responsibility of the seller/owner/purchaser as relevant.
- 12.4 The parties specifically agree that no bid may be retracted after the bid is knocked down (fall of the hammer) or indicated as closed/sold/sold subject to confirmation (in the event of online bidding).
- 12.5 Subject to any reserve placed on the property by the seller, the purchaser at any sale by auction, shall be the highest bidder indicated by the auctioneer by the fall of the hammer or closing on the online platform/mobile app or by such other means as the auction house/auctioneer may select.
- 12.6 The auction shall take place under the direct and exclusive control of the auction house/auctioneer. The auction house/ auctioneer may market the auction on Social Media Networks, Social Media Sharing and Online Platforms. The auction house/auctioneer reserves the right, in its sole discretion, to refuse the bid of any person, to regulate the bidding and to indicate the highest bidder. If the auction house/auctioneer suspects that a bidder has not made a bona fide bid, or is unable to pay the purchase price or has not made satisfactory arrangements in advance for payment of the purchase price, he may refuse to accept the bid of such bidder or accept it provisionally until the bidder has satisfied him that he is in position to pay the purchase price or that he has made satisfactory arrangements for payment thereof. On refusal of a bid under such circumstances the property may immediately be re-auctioned and/or the bid can be cancelled or deleted on the online platform/app.
- 12.7 In the event of a dispute arising amongst the bidders and or the auction house/auctioneer, the property in dispute shall, at the sole discretion of the auction house/auctioneer, be re-auctioned.

- 12.8 Any error by the auction house/auctioneer shall be entitled to be corrected by him or her upon discovery.
- 12.9 The seller/owner warrants that there are no encumbrances or liens on such property other than which was disclosed in writing, that the said property are the property of the seller / owner, and that the seller / owner is competent and legally entitled to dispose of the property.
- 12.10 The seller/owner warrants that the property sold are free of any known *patent* and *latent* defects (other than already disclosed) and that any right or claim ceded to the auction house in terms of these Rules of Auction is free of any defect or right of deduction or set-off, and that the said right or claim is fully and immediately enforceable against the seller.
- 12.11 The bidder/purchaser shall, prior to the sale, ascertain whether there are any defects in the property and any bid by a bidder/purchaser shall be considered as acceptance of the property with any *patent* or *latent* defects in their condition at the time of sale.
- 12.12 All property/goods, accept when specifically stated otherwise, are sold “caveat emptor”, without a warranty and the purchaser takes the risk as to the condition of the property or goods.
- 12.13 The purchaser shall not be entitled to withhold payment of the deposit/purchase price to the auction house or seller as a result of any possible or pending claim that it may have against the seller/owner on the grounds of misrepresentation or for any other reason whatsoever.
- 12.14 The sale shall be by the rise and the property shall be sold to the highest bidder subject to the Rules of Auction and Terms and Conditions of Sale.
- 12.15 An Offer to Purchase will be signed after the auction is closed.
- 12.16 Every bid shall constitute an offer to purchase the property for the amount bid upon the terms and conditions contained in the Conditions of Sale (Offer to Purchase Agreement or Agreement of Sale), which the seller may accept or reject in their absolute discretion. The seller shall be entitled, in its absolute discretion, to withdraw the property from sale prior to acceptance by the seller.
- 12.17 The deposit and / or purchase price is payable by the Purchaser to the auction house via electronic transfer (“EFT”) on the date of sale or unless “the payment date” is specified in conditions of sale and other payment terms and/or means are agreed to between the auction house/auctioneer and the purchaser. The Auction house/ auctioneer reserves the right to refuse any other method or means as payment. Payment will only be regarded as received when the funds are cleared and reflects in the bank account supplied by the auction house/auctioneer.
- 12.18 All monies received from purchasers, will be paid into a trust account of the auction house minus the agreed commission and additional costs agreed upon by and between the auction house and seller/owner, to be paid over to the sellers/owners/conveyance attorneys as per Conditions of Sale and instruction by seller/purchaser.
- 12.19 The purchaser/seller/owner and auction house hereby consent to the jurisdiction of the Magistrate’s Court in terms of Section 45 of the Act on Magistrate Court (Act 32 of 1944 as amended) for any action instituted by the auction house against the purchaser/owner/seller although the auction house is entitled to institute proceedings in any competent Court. This agreement will be governed in accordance with the laws of the Republic of South Africa.
- 12.20 A certificate or notification issued by the auction house or a representative of the auction house, whose appointment and authority shall not be necessary to prove, shall be *prima facie* proof of the amount owing by the purchaser to the seller/owner or the auction house.
- 12.21 Any indulgence granted by the auction house to the purchaser or the seller will not prejudice the rights of the auction house in terms of the Rules of Auction and such indulgence will not constitute an amendment or waiver or novation of the Rules of Auction.
- 12.22 The entries made in the Auctioneer’s auction vendor roll shall be prima facie evidence of the transaction and shall be binding on the seller and the purchaser.
- 12.23 The bidder’s record and the vendor roll will be made available for inspection in the event of a specific enquiry within reasonable time after the auction at the office of the auction house during normal business hours free of charge.
- 12.24 Any property entered or offered for sale are subject to payment by the seller/owner/purchaser of the agreed commission as per auction mandate, or in absence of agreement the usual commission by the seller/owner/ purchaser to the auction house at the rate customarily charged by the auction house from time to time, whether the property are sold at the auction or thereafter, or within a specific period as agreed upon thereafter by private treaty. Unless otherwise agreed in writing, commission shall become due and payable by the seller/owner/ purchaser upon the fall of the hammer or upon the entering into of any private treaty involving the seller’s said property, whichever date is the earlier, and notwithstanding any breach on the part of the seller/owner/ purchaser.
- 12.25 Every bid shall constitute an offer to purchase the property for the amount bid, which the seller/owner or the auction house/auctioneer may accept or reject in their absolute discretion. The seller/owner and auction house are entitled, in their absolute discretion to withdraw the property from the sale prior to acceptance by the seller/ owner.
- 12.26 If no bid equals or exceeds the reserve price, if any, the property may be withdrawn from the auction. The auction house accepts no liability for any withdrawal of property from the sale.
- 12.27 “Cooling Off Period” and “Continuing Marketing Clause” will only apply as and when described in the Terms and Conditions in the “Offer to Purchase”.
- 12.28 No bid may be withdrawn after the fall of the hammer or online closing of lot until the expiry of the confirmation period (if any) that is provided for in the Conditions of Sale, during which time the offer shall be open for acceptance by the Seller through the auction house/auctioneer and if/when the offer is accepted the sale shall be deemed to be a sale by auction for purposes of the Act.
- 12.29 In the event of the sale requiring the consent of any statutory authority or any court of law, then this auction will be subject to the granting of such consent.
- 12.30 The purchaser and the seller/owner do hereby consent to the payment of attorney and own client costs in the event of any legal action being instituted against them by the auction house or seller/owner.
- 12.31 Any agreement contrary to these Rules of Auction shall not be binding unless it is confirmed in writing and signed by the auction house or a representative of the auction house.
- 12.32 If any clause or term of these Rules of Auction should be invalid, unenforceable and illegal, then the remaining terms and provisions of these Rules of Auction shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity unenforceability or illegality goes to the root of these Rules of Auction.
- 12.33 Default by the purchaser: Should the purchaser refuse or otherwise fail to pay the purchase price within due date, the auction house shall be entitled to:
- 12.34 Claim interest from the purchaser, the prescribed mora interest rate calculated from the date of purchase to date of payment, and/or
- 12.35 Repossess the property to resell same at the risk of the defaulting purchaser who shall be liable for all costs in connection with the resale and any loss or damage incurred, and will not be entitled to any profit that may arise from the resale, and/or
- 12.36 Institute legal proceedings for the payment of any amount owing or for the return of the property in which event the provisions of clause 12.33 will apply, and/or

- 12.37 Claim specific performance and/or claim damages should the purchaser not make payment as and when it comes due, and/or
- 12.38 Recover the Auctioneer's legal costs calculated at the Attorney and own Client tariff as well as collection, tracing, storage and transport costs.
- 12.39 Any dispute between the parties will be governed by the South African legal system and legislation.
- 12.40 The Auctioneer reserves the right to amend the Rules of Auction/Conditions of Sale in writing or by announcement at the auction.

13. AUTOMOTIVE "VEHICLE" AUCTION PROCEDURE AND RULES OF AUCTION

- 13.1 The RS Auctioneers General Rules of Auction by RS Auctioneers in this document and counterparts thereof as well as Special Conditions of Sale apply. The RS Auctioneers General Rules of Auction is available to prospective purchasers/bidders on the website at <http://rsauctions.co.za/> and mobile app. By registering and bidding, bidders confirm and accepts the condition of the vehicle as is (*caveat emptor*) and all other Rules of Auction and Special Conditions of Sale.
- 13.2 "Automotive" implies and include all type of light passenger motor vehicles, light delivery vehicles, heavy vehicles, commercial vehicles, agricultural vehicles, construction vehicles, earthmoving vehicles and motor cycles hereinafter to referred as "vehicle".
- 13.3 Vehicles on auction registered either with Codes, which are described as follows:
 - 13.3.1 Code 2 widely described as a "Used Vehicle", can be running/damaged/ non-running condition.
 - 13.3.2 Code 3 widely described as a "Rebuilt Vehicle", can be running/damaged/ non-running condition .
 - 13.3.3 Code 4 is a "Permanently Demolished Vehicle". This vehicle may only be purchased for parts and cannot be repaired or driven.
Or de-registered/not roadworthy.
- 13.4 The purpose of the Vehicle Condition Report is to supply information based on an audio-visual and observational inspection of the vehicle and functional check points of components and accessories. The purpose is not to define or clarify faulty components, defects or damages in detail. The statement of conditions is merely an individual opinion of the person inspecting the vehicle and compiling the report. RS Auctioneers does not guarantee any statement of condition and is not liable for any concealed and/or hidden defects ("patent" or "latent"). When bidders register and start to bid, they have accepted and agreed to all Rules of Auction and Special Conditions of Sale and familiarized them with the condition of the said vehicle. All goods are sold without a "duty to repair".
All goods are sold without a "duty to repair".
- The Diagnostic Test Report is supplied by a specialist which is a comprehensive vehicle health report that reveals faults or failures detected in the ECU . These reports may only be used for the purpose of the auction and during the auction time-period.
- 13.5 Vehicles will not be sold without the original NATIS documents available immediately or obtainable from Financial Institutions with settlement of accounts.
- 13.6 Vehicles may be sold with a reserve price or without a reserve price. Should the reserve price of a vehicle not be met, the sale will be indicated as Sold (STC). STC vehicles will be confirmed within the confirmation period as per conditions of sale.
- 13.7 If no bid equals or exceeds the reserve price, the vehicle may be withdrawn from the auction. The seller shall be entitled to instruct the auctioneer to negotiate and/or accept a lower bid. The auction is conducted for the normal and voluntary disposal by the owner's / seller's vehicle, unless otherwise announced by the auctioneer.
Online Auctions - After the lot is closed, the online platform/app will indicate "Not Sold" or "Sold" or "Sold (STC)". STC means Subject to Confirmation by the seller. At his stage, the lot is not sold and only after confirmation by the seller through the auction house/auctioneer, the bid can be considered as sold and changed on the platform/app from "Sold (STC)" to "Sold".
- 13.8 Declaration and compliance related to all applicable licensing/registration fees is the responsibility of the seller/owner/purchaser as relevant and indicated in conditions of sale.
- 13.9 The parties specifically agree that no bid may be retracted/withdrawn/cancelled after the bid is knocked down (fall of the hammer) or indicated as closed/sold/sold subject to confirmation (in the event of online bidding).
- 13.10 Subject to any reserve placed on the vehicle by the seller, the purchaser at any sale by auction, shall be the highest bidder indicated by the auctioneer by the fall of the hammer or closing on the online platform/mobile app or by such other means as the auction house/auctioneer may select.
- 13.11 The auction shall take place under the direct and exclusive control of the auction house/auctioneer. The auction house/ auctioneer may market the auction on Social Media Networks, Social Media Sharing and Online Platforms. The auction house/auctioneer reserves the right, in its sole discretion, to refuse the bid of any person, to regulate the bidding and to indicate the highest bidder. If the auction house/auctioneer suspects that a bidder has not made a bona fide bid, or is unable to pay the purchase price or has not made satisfactory arrangements in advance for payment of the purchase price, he may refuse to accept the bid of such bidder or accept it provisionally until the bidder has satisfied him that he is in position to pay the purchase price or that he has made satisfactory arrangements for payment thereof. On refusal of a bid under such circumstances the vehicle may immediately be re-auctioned and/or the bid can be cancelled or deleted on the online platform/app.
- 13.12 In the event of a dispute arising amongst the bidders and or the auction house/auctioneer, the vehicle in dispute shall, at the sole discretion of the auction house/auctioneer, be re-auctioned.
- 13.13 Any error by the auction house/auctioneer shall be entitled to be corrected by him or her upon discovery.
- 13.14 The seller/owner warrants that there are no encumbrances or liens on such vehicle other than which was disclosed in writing, that the said vehicle are the vehicle of the seller / owner, and that the seller / owner is competent and legally entitled to dispose of the vehicle.
- 13.15 The seller/owner warrants that the vehicle sold are free of any known *patent* and *latent* defects (other than already disclosed) and that any right or claim ceded to the auction house in terms of these Rules of Auction is free of any defect or right of deduction or set-off, and that the said right or claim is fully and immediately enforceable against the seller.
- 13.16 The bidder/purchaser shall, prior to the sale, ascertain whether there are any defects in the vehicle and any bid by a bidder/purchaser shall be considered as acceptance of the vehicle with any *patent* or *latent* defects in their condition at the time of sale. By placing bids, the bidders warrant that they have the ability and the intention to proceed with the purchase of the goods and/or lots. By bidding, bidders confirm that they accept the condition of the goods as described "as is" in the lots and no bid will be cancelled or payment refunded after auction. All goods are sold without a "duty to repair".
- 13.17 All vehicle/goods, except as specifically stated otherwise, are sold "caveat emptor", without a warranty and the purchaser takes the risk as to the condition of the vehicle or goods.

- 13.18 The purchaser shall not be entitled to withhold payment of the deposit/purchase price to the auction house or seller as a result of any possible or pending claim that it may have against the seller/owner on the grounds of misrepresentation or for any other reason whatsoever.
- 13.19 The sale shall be by the rise and the vehicle shall be sold to the highest bidder subject to the Rules of Auction and Terms and Conditions of Sale.
- 13.20 Every bid shall constitute an offer to purchase the vehicle for the amount bid upon the terms and conditions contained in the Conditions of Sale, which the seller may accept or reject in their absolute discretion. The seller shall be entitled, in it's absolute discretion, to withdraw the vehicle from sale prior to acceptance by the seller.
- 13.21 The deposit and / or purchase price is payable by the Purchaser to the auction house via electronic transfer ("EFT") on the date of sale or unless "the payment date" is specified in conditions of sale and other payment terms and/or means are agreed to between the auction house/auctioneer and the purchaser. The Auction house/ auctioneer reserves the right to refuse any other method or means as payment. Payment will only be regarded as received when the funds are cleared and reflects in the bank account supplied by the auction house/auctioneer.
- 13.22 All monies received from purchasers, will be paid into a trust account of the auction house minus the agreed commission and additional costs agreed upon by and between the auction house and seller/owner, to be paid over to the sellers/owners as per Conditions of Sale and instruction by seller/purchaser.
- 13.23 The purchaser/seller/owner and auction house hereby consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Act on Magistrate Court (Act 32 of 1944 as amended) for any action instituted by the auction house against the purchaser/owner/seller although the auction house is entitled to institute proceedings in any competent Court. This agreement will be governed in accordance with the laws of the Republic of South Africa.
- 13.24 A certificate or notification issued by the auction house or a representative of the auction house, whose appointment and authority shall not be necessary to prove, shall be *prima facie* proof of the amount owing by the purchaser to the seller/owner or the auction house.
- 13.25 Any indulgence granted by the auction house to the purchaser or the seller will not prejudice the rights of the auction house in terms of the Rules of Auction and such indulgence will not constitute an amendment or waiver or novation of the Rules of Auction.
- 13.26 The entries made in the Auctioneer's auction vendor roll shall be prima facie evidence of the transaction and shall be binding on the seller and the purchaser.
- 13.27 The bidder's record and the vendor roll will be made available for inspection in the event of a specific enquiry within reasonable time after the auction at the office of the auction house during normal business hours free of charge.
- 13.28 Any vehicle entered or offered for sale are subject to payment by the seller/owner/purchaser of the agreed commission as per auction mandate, or in absence of agreement the usual commission by the seller/owner/ purchaser to the auction house at the rate customarily charged by the auction house from time to time, whether the vehicle are sold at the auction or thereafter, or within a specific period as agreed upon thereafter by private treaty. Unless otherwise agreed in writing, commission shall become due and payable by the seller/owner/ purchaser upon the fall of the hammer or upon the entering into of any private treaty involving the seller's said vehicle, whichever date is the earlier, and notwithstanding any breach on the part of the seller/owner/ purchaser.
- 13.29 Every bid shall constitute an offer to purchase the vehicle for the amount bid, which the seller/owner or the auction house/auctioneer may accept or reject in their absolute discretion. The seller/owner and auction house are entitled, in their absolute discretion to withdraw the vehicle from the sale prior to acceptance by the seller/ owner.
- 13.30 If no bid equals or exceeds the reserve price, if any, the vehicle may be withdrawn from the auction. The auction house accepts no liability for any withdrawal of vehicle from the sale.
- 13.31 No bid may be withdrawn after the fall of the hammer or online closing of lot until the expiry of the confirmation period (if any) that is provided for in the Conditions of Sale, during which time the offer shall be open for acceptance by the Seller through the auction house/auctioneer and if/when the offer is accepted the sale shall be deemed to be a sale by auction for purposes of the Act.
- 13.32 In the event of the sale requiring the consent of any statutory authority or any court of law, then this auction will be subject to the granting of such consent.
- 13.33 The purchaser and the seller/owner do hereby consent to the payment of attorney and own client costs in the event of any legal action being instituted against them by the auction house or seller/owner.
- 13.34 Any agreement contrary to these Rules of Auction shall not be binding unless it is confirmed in writing and signed by the auction house or a representative of the auction house.
- 13.35 If any clause or term of these Rules of Auction should be invalid, unenforceable and illegal, then the remaining terms and provisions of these Rules of Auction shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity unenforceability or illegality goes to the root of these Rules of Auction.
- 13.36 Default by the purchaser: Should the purchaser refuse or otherwise fail to pay the purchase price within due date, the auction house shall be entitled to:
- 13.37 Claim interest from the purchaser, the prescribed mora interest rate calculated from the date of purchase to date of payment, and/or
- 13.38 Repossess the vehicle to resell same at the risk of the defaulting purchaser who shall be liable for all costs in connection with the resale and any loss or damage incurred, and will not be entitled to any profit that may arise from the resale, and/or
- 13.39 Institute legal proceedings for the payment of any amount owing or for the return of the vehicle in which event the provisions of clause 12.33 will apply, and/or
- 13.40 Claim specific performance and/or claim damages should the purchaser not make payment as and when it comes due, and/or
- 13.41 Recover the Auctioneer's legal costs calculated at the Attorney and own Client tariff as well as collection, tracing, storage and transport costs.
- 13.42 Any dispute between the parties will be governed by the South African legal system and legislation.
- 13.43 The Auctioneer reserves the right to amend the Rules of Auction/Conditions of Sale in writing or by announcement at the auction.



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