

UMSOBOMVU MUNICIPALITY PUBLIC AUCTION

Auction Venue: Colesberg Municipal Workshop
Phillipstown Road, Colesberg; and
Noupoort Municipal Workshop
Murray Street, Noupoort

Auction Dates: 30 and 31 August 2022

Auction Start Time: 09:00 and 14:00

Viewing Dates: 25 August 2022

Viewing Times: 09: to 15:00

<u>Auction Type:</u>	Obsolete and Redundant Electrical Equipment
<u>Reason for Auction:</u>	Removed from Asset Register and Written Off.
<u>Auctioneers' Name:</u>	B.J. Kapp
<u>Auctioneers' Contact Number:</u>	082 806 1828
<u>E-Mail Address:</u>	birtus@umsobomvumun.co.za

These Rules of Auction comply with Section 45 of the Consumer Protection Act No 68, 2008 are available in printed format from The Municipal Manager, Private Bag X 6, Colesberg, 9795, between 08h30 and 16h30, Mondays to Fridays excluding public holidays or can be down loaded from our website www.umsobomvumun.co.za

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DEFINITIONS

For purposes of clarity, the following definitions are applicable to these rules of auction:

“**bidder**” means a person, natural or juristic, who has registered to purchase on an auction sale.

“**buyer**” means a person, natural or juristic, who wishes to register to purchase on an auction sale.

RULES OF AUCTION

“owner” means a person, natural or juristic, who is the rightful owner of the assets, and who has the right to sell the assets.

“parties” means the seller and purchaser.

“property” means land, improvements, fittings and fixtures.

“purchaser” means the bidder who is the highest bidder on goods or lots offered on auction at the fall of the hammer.

“seller” means a person, natural or juristic, who has the right to sell assets on auction, but is not necessarily the owner.

1. MANDATORY INFORMATION REQUIRED BY THE ACT AND REGULATIONS

1.1. These rules of auction comply with Section 45 of the Consumer Protection Act (CPA), No. 68 of 2008 and the Regulations contained therein applicable to auctions. An extract of section 45 of the Act appears below:

Section 45: Auctions

- (1) In this section, “auction” includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction.
 - (2) When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.
 - (3) A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in any other customary manner, and until that announcement is made, a bid may be retracted.
 - (4) Notice must be given in advance that a sale by auction is subject to—
 - (a) a reserved or upset price; or
 - (b) right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, or any one person on behalf of the owner or auctioneer, as the case may be, may bid at the auction.
 - (5) Unless notice is given in advance that a sale by auction is subject to a right to bid by or on behalf of the owner or auctioneer—
 - (a) the owner or auctioneer must not bid or employ any person to bid at the sale;
 - (b) the auctioneer must not knowingly accept any bid from a person contemplated in paragraph (a); and
 - (c) the consumer may approach a court to declare the transaction fraudulent, if this subsection has been violated.
 - (6) The Minister may prescribe requirements to be complied with by an auctioneer, or different categories of auctioneer, in respect of—
 - (a) the conduct of an auction;
 - (b) the records to be maintained with respect to property placed for auction; and
 - (c) the sale of any such property by auction.
- 1.2. The auction was advertised in compliance with regulations 19 and 20 of the CPA, and the advertisement was placed in such a manner that the general public has had a reasonable opportunity to become aware of the auction, the goods on offer and the rules governing the auction.
- 1.3. As per section 45 (2) of the CPA, when goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.
- 1.4. The auction will commence at the published time and it will not be delayed to enable any specific person or more persons in general to take part in the auction.
- 1.5. As per sub-regulation 26 (2) of the CPA, every prospective bidder must, prior to the commencement of an auction, register his or her identity in the bidders' record, providing his or her positive identification, juristic registration documents, and proof of residence in terms of the Financial Intelligence Centre Act (FICA), No. 31 of 2001 published in Notice R1595 in Gazette 24176 of 20 December 2002.
- 1.6. As per sub-regulation 26 (3) of the CPA, if a person intends to bid on behalf of another, he or she must produce a letter of authority expressly authorising 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 outlined in clause 1.5 herein.
- 1.7. As per sub-regulation 26 (4) of the CPA, if a person described in clause 1.6 above intends to bid on behalf of a company, the letter of authority contemplated therein must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to do so.
- 1.8. As per sub-regulation 28 (1) of the CPA, all prospective bidders whose names appear in the bidders' record will be issued with visible bidder numbers.
- 1.9. As per sub-regulation 26 (5) of the CPA, the bidders' record will be available for public inspection in respect of the names of bidders and bidders' numbers only, at any time, free of charge:
 - (a) during the auction, at the premises where the auction is being held; and
 - (b) before and after the auction, at the auctioneer's place of business, during normal business hours.

- 1.10. As per sub-regulation 28 (4) of the CPA, the auctioneer will keep a vendor's roll in which all details prescribed therein will be recorded. The vendor's roll will be available for public inspection, at any time, free of charge.
- 1.11. As per sub-regulation 21 (2) (h) of the CPA, the auctioneer has trust accounts into which all monies are paid for the benefit of the seller, minus the agreed commission and costs.
- 1.12. These rules of auction have been signed by the auctioneer conducting the auction, and meets the requirements of regulation 21 of the CPA.
- 1.13.
- 1.14. As per sub-regulation 21 (8) (a), the rules of auction need not be read out at the auction to be valid, as long as they were made available to the general public at least 24 hours prior to the commencement of the auction, either in printed format from the auctioneer's place of business or electronically from the auctioneer's website.

2. ADMISSION AND REGISTRATION

- 2.1. The right of admission is reserved. All persons, including buyers, enter the auction venue at their own risk. The auctioneers, the seller, their agents and employees shall not be liable for any injuries, damages or losses of any nature whatsoever arising from any person's attendance and/or participation in the auction. All persons together with their heirs, executors, administrators or assigns, hereby release the auctioneers, the seller, their agents and their 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 auctioneer and the seller.
- 2.2. Upon registration as contemplated in clause 1.5 of these rules of auction, prospective bidders may be required to pay a refundable deposit determined by the auctioneers from time to time.
- 2.3. All deposits and other monies belonging to bidders and sellers will be held by the auctioneers as per section 65(2) of the CPA, which requires suppliers to hold and account for consumers' property in their possession, including any prepayment, deposit, membership fee, or other money, or any other property belonging to or ordinarily under the control of a consumer.
- 2.4. The auctioneer reserves the right to revoke any bidders' number at any time during the auction in terms of subregulation 28(3) of the CPA, thereby refusing a person the right to remain on the auction's premises in the event that such a person repeatedly behaves in such a way so as to disrupt the auction.

3. GENERAL AUCTION PROCEDURES

- 3.1. The auctioneer conducts the auction as an agent, on behalf of the seller, and accepts no liability whatsoever. In the event of any disputes, the purchaser shall only have a claim against the seller.
- 3.2. In the event of an auction subject to a reserved or upset price, and provided notice has been given in advance in terms of section 45 (4) of the CPA, the seller or the auctioneer, or any other person on behalf of the seller, or the auctioneer, as the case may be, may bid at the auction up to the reserve price but not equal to or exceeding the reserve price.
- 3.3. In the event of an absolute or auction without reserve, the auction will be conducted in accordance with the provisions of sub-regulation 20 (18) and (19) of the CPA. In particular, goods will not be offered or sold at an absolute or auction without reserve unless there is a bona fide intention at the time of the advertising and at the time of the auction to sell the goods and transfer ownership of the goods, regardless of the amount of the highest and last bid, to the highest bidder, without any requirement for a minimum bid, and without allowing competing bids of any type by the seller, or any agent of the seller. In addition, the seller of the goods cannot withdraw the goods from auction after the auction is opened and there is public solicitation or calling for bids at an absolute or auction without reserve.
- 3.4. Notwithstanding the provisions of clause 3.3 herein, a secured party or other lien holder or any individual party who is not the seller is not prohibited from bidding at an auction without reserve, provided such bidding does not constitute, nor is tantamount to the direct or indirect establishment or agreement to the establishment of a reserve price on the goods by the seller, or the auctioneer, or anyone aiding or assisting, or acting on behalf of the on behalf of the seller, or the auctioneer, as the case may be.
- 3.5. As per sub-regulation 20 (19) (d) of the CPA, certain goods may be offered with reserve and others offered absolute or without reserve at the same auction, at the same time and at the same time, provided non-misleading advertisement make it clear, through appropriate emphasis, which goods are being offered by each method.
- 3.6. The control of the auction shall be entirely managed by the auctioneer, who has the sole right to regulate the bidding process and control the bid increments.
- 3.7. The auctioneer may only sell to bidders registered in terms of clauses 1.5 and 1.8 herein. No bid will be taken from unregistered persons without bidder numbers as per sub-regulations 24 (h) and 28 (2) of the CPA.
- 3.8. In terms of section 55 (1) of the CPA, goods are sold "voetstoots", where is, as is, with no guarantees or warranties; express or implied. Bidders are advised to inspect the goods on offer prior to the commencement of the auction in accordance with sub-regulation 28 (5) of the CPA. A bid shall be taken as proof that the bidder has acquainted himself or herself with the condition of the goods for which he or she bids.
- 3.9. Bidders must direct their bids to the auctioneer or official bid assistants. The practice whereby bidders connive to suppress prices or intimidate other bidders is prohibited and may be treated as per clause 2.4 herein.
- 3.10. Every bid shall constitute a firm offer to purchase the goods or lots on offer for the amount bid, provided that the bidder is permitted, in terms of section 45 (3) of the CPA, to retract his or her bid before the hammer falls or the auctioneer concludes bidding in any customary manner.
- 3.11. In accordance with sub-regulation 28 (6) of the CPA, subject to any reserved price and the acceptance of the highest bid by the owner or the seller, the highest bidder, when the auctioneer announces the completion of the sale by the fall of the hammer, or any other customary manner, is the purchaser of the goods or lots on auction. Should any dispute arise between two or more bidders regarding the identity of the highest bidder and purchaser, the decision of the auctioneer shall be final and binding.
- 3.12. In the event where reserved price is not met in terms of regulation 28 (6) and the seller has to accept or decline the highest bid after the completion of the auction, the highest bidder is bound by the auction rules and shall not have the opportunity to withdraw his bid until the seller has confirmed the sale or the stipulated acceptance period has expired. Negotiations between the highest bidder and the seller may arise during such acceptance period and should any subsequent bids be received during such acceptance period, the new bidder will register in terms of the rules of auction applicable to the auction, and will have only one opportunity to submit a higher bid. The highest bidder of the first instance shall have the sole right of refusal to equal or better

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such subsequent bid obtained. Any goods or lots knocked provisionally to the highest bidder subject to approval by the seller in terms of this clause 3.12 is deemed not

to be sold in terms of section 45 (3) and sub-regulation 28 (6) of the CPA until the seller has accepted the offer.

- 3.13. Notwithstanding the provisions of clause 3.11 above, and subject to the provisions of clause 3.3 herein, the owner or the seller, reserves the ultimate right, apart from the auctioneer, to fix a minimum bid for acceptance and to decline to sell to the highest or any bidder, or even to accept any lower bid, without giving any reasons.
- 3.14. The auctioneer, with the approval of the owner or the seller, reserves the right, at any time, to stop the auction, to reject any or all bids and to withdraw any goods or lots, or part thereof from the auction, either before or during the auction, without giving any reasons and without attracting any liability for such action.
- 3.15. Notwithstanding the provisions of sub-regulation 24 (h) of the CPA, goods or lots may be grouped or divided with the unanimous consent of all buyers.
- 3.16. In the event of an auction sale requiring the consent of any statutory authority or any Court of Law, then the conclusion of the auction sale is subject to the granting of such consent.
- 3.17. The re-auctioning of goods by bidders is prohibited within the premises of the auctioneer or the seller.

4. FINANCIAL ARRANGEMENTS

- 4.1. Once goods or lots have been sold to the purchaser as contemplated in clause 3.11 herein, the sale of the goods or lots is irrevocable and cannot be withdrawn, and the purchaser shall be liable for the settlement of such purchases, and hereby binds himself or herself as surety and principal debtor, subject to the provisions of clauses 1.6 and 1.7 herein, failing which the auctioneer, the seller or the owner, reserves the right to demand payment to recover the amount owing, including any interest, legal costs and collection costs thereof.
- 4.2. Notwithstanding the provisions of section 19 with regard to the delivery of goods, ownership of the goods or lots purchased on auction, and the risk thereof shall pass to the buyer upon the fall of the hammer. No complaints will be entertained thereafter. However, ownership and title will only be transferred upon full settlement as contemplated in clauses 4.3 and 4.4 hereunder.
- 4.3. With regard to movable goods, settlement for goods or lots purchased as contemplated in clause 4.1 herein, including advertised fees and commission, is payable upon delivery on the day of the auction. Should the auction finish after banking hours, purchases must be settled by 12h00 the day after the auction.
- 4.4. With regard to immovable property, settlement for goods or lots purchased as contemplated in clause 4.1 herein, including advertised fees and commission, is payable upon the signing of a written agreement in respect of the sale of such immovable property by the purchaser and the seller.
- 4.5. Auctions are cash transactions and not subject to any suspensive conditions such as the granting of finance to the purchaser. Therefore, bidders intending to finance their purchases must obtain irrevocable approval or guarantee from their sponsors prior to the commencement of the auction, so that they will be able to fulfil the settlement requirements contained in clauses 4.3 and 4.4 herein.
- 4.6. In line with clause 4.5 above, payment terms regarding the settlement of purchases in terms of these rules of auction are strictly cash, EFT or bank guaranteed cheques, payable in full, without deduction and free of set off for any claim the purchaser may have against the seller or the owner.
- 4.7. All payments must be made in South African ZAR currency, into the specific Trust Account nominated by the auctioneer for each auction and provided to the purchaser in the Notice to Bidders forming part of these rules of auction.
- 4.8. In order to avoid cheque fraud, purchasers must never deposit bank guaranteed cheques directly into the Trust Account. Instead, bank guaranteed cheques must be presented on site or at the auctioneer's premises for verification and authentication before acceptance.
- 4.9. In accordance with money laundering regulations and in the interest of security, the auctioneer does not accept cash at the auction sites. Cash deposits must be made at the bank and the proof thereof must be presented on site or at Umsobomvu municipality's premises. Cash payments shall attract a cash deposit fee determined by the municipality from time to time and provided to the purchaser in the Notice to Bidders forming part of these rules of auction.
- 4.10. Should the auction be subject to the payment of Value Added Tax (VAT); all bids will be exclusive of VAT and VAT will be added to the bid price at the rate applicable at the time the auction is conducted. The bid price plus the VAT portion, including any commission and other fees, where applicable, shall constitute the purchase price and shall be due and payable simultaneously.
- 4.11. Invoices will be made out to purchasers who are registered bidders in terms of clauses 1.5 and 1.8 herein. No changes to purchase statements will be allowed, and the splitting of invoices among buyers is prohibited. The registered bidder is responsible for the payment of the full invoice.
- 4.12. Should the purchaser default, a minimum forfeit fee of R 1 000.00 (ONE THOUSAND RAND) but not exceeding 10% of the full purchase price 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. In such an event of default by the purchaser, the refundable registration deposit will be retained and used to set-off the forfeit fee contemplated in this clause 4.12, or part thereof if the fee is lesser. Should the retained refundable registration deposit be greater, the difference will be refunded to the purchaser.
- 4.13. Should the 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.

5. ACKNOWLEDGEMENT

- 5.1. These rules of auction; together with the Notice to Bidders containing highlighted rules of auction and specific terms and conditions applicable to a particular auction, including all announcements made by the auctioneer at the commencement and during the course of the auction, whether or not the bidder is present at the time such announcements are made; collectively referred to as the "Rules of Auction" are the complete and final record of the rules of the auction and unless any warranties, undertakings or representations are set out herein, they are excluded.
- 5.2. Over and above these rules of auction, detailed terms and conditions for immovable property auctions are contained in a separate Offer to Purchase.

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- 5.3. Notwithstanding the provisions of clause 3.8 herein, the stipulations of sub-regulation 32 (c) of the CPA shall apply with regard to motor vehicle auctions.
- 5.4. These rules of auction shall form the basis of the bidding and bargaining carried out between the auctioneer and the bidders, and shall also govern the rules of each sale so concluded.
- 5.5. The act of signing the bidders' record and participation by any bidder in the auction shall be taken as confirmation that the bidder accepts and is bound by these rules of auction.
- 5.6. The auction and all matters connected with the auction including these 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.
- 5.7. For purposes of legal proceedings, the bidder shall be deemed to have selected and appointed as his domicilium citandi et executandi the address recorded by him or her on the bidders' record upon registration.
- 5.8. The auctioneer shall be entitled to institute legal proceedings in any Magistrates Court having jurisdiction against the purchaser to recover the settlement contemplated in clauses 4.3 and 4.4 herein, and any legal costs, disbursements and charges calculated on the basis of an Attorney and own client scale.

6. NOTICE TO BIDDERS (ANNOUNCEMENTS, HIGHLIGHTS AND SPECIFIC TERMS AND CONDITIONS)

6.1. INTRODUCTION AND INTRODUCTIONS

Good day ladies and gentlemen. Welcome to today's auction. My name is Birtus Kapp from Umsobomvu municipality, I will be your auctioneer today.

6.1.1. Introduce the seller, owner, liquidators, etc, where necessary)

6.1.2. Introduce bid spotters/assistants and other helpful staff members

6.1.3. Introduce participating Agents and real estate agents in attendance, if any. RILEY AUCTIONEERS Pty Ltd encourages the collaboration between agents and auctioneers and even provide participation commission.

6.1.4. Introduce any other person requiring acknowledgement

6.2. RECORDING

By registering for the auction, and signing the Bidders' Record, bidders understand and hereby authorize Umsobomvu municipality to film, photograph, or otherwise record the auction and also authorize the use of such recordings for dispute resolution, promotional or other commercial purposes, as the case may be.

6.3. REASON FOR THE AUCTION

Instructed by the Accounting Officer based on a Council resolution to write off redundant equipment/assets.

6.4. COMPLIANCE WITH CONSUMER PROTECTION ACT

As outlined in clause 1 of the Rules of Auction, Umsobomvu municipality is fully compliant with the Consumer Protection Act (CPA), Act 68 of 2008, particularly Section 45 of the CPA and the Regulations thereof.

6.5. RULES OF AUCTION

As per sub-regulation 21 (8) (a) of the CPA contained in sub-section 1.13 of the Rules of Auction, the rules of auction need not be read out at the auction to be valid, as long as they were made available to the public at least 24 hours prior to the commencement of the auction. For the sake of preserving time, I will not read the Rules of Auction. Is there any person present at the auction who objects that the Rules of Auction should not be read?

6.6. REGISTRATION

Those of you interested in participating in today's auction should have registered in terms of clauses 1.5, 1.6 and 1.7 of these Rules of Auction and received a Bidders Number. If not, please alert any of RILEY AUCTIONEERS Pty Ltd on-site staff to assist you. If this is your first time to participate in an auction, it is important for you to familiarize yourself with the Rules of Auction as buying property and loose assets on auction is final and irrevocable. By registering for the auction and signing the Bidders' Record, you agree that you have read and fully understand the

DO NOT BID UNLESS YOU AGREE TO BE BOUND BY THE RULES OF AUCTION, INCLUDING GENERAL CONDITIONS OF AUCTION CONTAINED IN THE BIDDERS' CARD: AS WELL AS ALL VERBAL ANNOUNCEMENTS MADE BY THE AUCTIONEER AT THE COMMENCEMENT OF THE AUCTION AND DURING THE AUCTION, WHETHER OR NOT YOU WERE PRESENT AT THE TIME SUCH ANNOUNCEMENTS WERE MADE. YOUR BID SHALL BE TAKEN AS PROOF THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED THE RULES OF AUCTION; HENCE THEY WILL BECOME FINAL AND IRREVOCABLE UPON YOU BECOMING THE HIGHEST BIDDER AND PURCHASER.

6.7. BIDDERS' RECORD

As per sub-regulation 26 (5) of the CPA, the Bidders' Record is available at the registration office on site for public inspection in respect of the names of bidders and bidders' numbers only, at any time, free of charge.

6.8. TYPE OF AUCTION

The auction is 'Without Reserve'

6.9. MINIMUM PUBLISHED BID

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This auction is subject to a minimum published bid of ZAR 100.00.

The minimum published bid is neither a reserve price nor a selling price, but means that the auctioneer can only accept bids from the minimum published bid upwards.

6.10. VENDOR BIDDING

If this is an auction subject to a reserved or upset price as outlined in clause 3.2 of these Rules of Auction, notice is hereby given in terms of section 45 (4) of the CPA that, the seller, or the owner, or the auctioneer, or any other person on behalf of the seller, or the owner, or the auctioneer, as the case may be, may bid at the auction up to the reserve price but not equal to or exceeding the reserve price.

6.11. HIGHLIGHTED RULES

Allow me to read the following highlighted clauses of the Rules of Auction, namely; 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.15, 4.5, 4.11, 4.12 and 4.13.

6.12. CONFIRMATION PERIOD

The purchaser's offer shall be irrevocable and open for acceptance by the seller within one (1) working day/s after the day of the auction ("CONFIRMATION PERIOD"). The seller may accept the purchaser's offer at any time prior to the expiry of the confirmation period. Neither the AUCTIONEER nor the SELLER can accept further offers during the confirmation period.

6.13. DATE OF SALE

The date of sale shall, for purposes of this auction, be deemed to be the date of acceptance by the seller. The auctioneer shall thereafter notify the purchaser in writing of such acceptance by pre-paid registered post or by hand delivery or facsimile, at the sole discretion of the auctioneer.

6.14. OFFER

The bid price (hammer price) offered by the highest bidder.

6.15. COMMISSION

There is no commission payable by the Purchaser.

ALL MONIES DUE MUST BE PAID TO UMSOBOMVU MUNICIPALITY

6.16. BANK DETAILS

ACCOUNT NAME : Umsobomvu Municipality (Current / Cheque)
BANK : ABSA
ACCOUNT NUMBER: 4052875289
BANK CODE : 334118
SWIFT CODE :

In accordance with the Money Laundering Regulations & in the interest of security, we are unable to accept cash payments on site. Cash deposits must be made at the bank and the proof thereof must be presented on site. Cash payments shall be subject to a cash handling fee of 2.5% added to the amount of cash deposited into the Municipality account.

6.17. REFRESHMENTS.

Refreshments will NOT be sold by the auctioneer on the day of the auction. An independent contractor may refreshments on the premises if he /she obtained the necessary permission.

6.18. WARRANTIES

The Auctioneers and the Seller give no warranties or guarantees on any items on the auction, express or implied. If such a warranty or guarantee is given, it can only be given by the auctioneer and no-one else.

Umsobomvu Municipality reserve the right to refuse to accept the bid of any bidder should they be unable to satisfy Umsobomvu municipality on any of the above notices or the Rules of Auction.

6.19. OWNERSHIP

Ownership and risk shall transfer to the purchaser upon settlement of the hammer price in full.

6.20. QUESTIONS

Are there any questions? Thank you for participating in today's auction. **Good luck and good bidding!**

GENERAL RULES

11.1 The auctioneer does not guarantee the odometer reading on any of the lots, that is a vehicle, sold.

11.2 The auctioneer sells each lot as per the year of first registration as per certificate of registration in respect of motor vehicle (National Road Traffic Act 1996)

11.3 All vehicles and/or assets are sold exclusive of VAT. In other words, if the bid price is R100 000.00 VAT must be added (R100 000.00 plus VAT @ 15% = R115 000.00).

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- 11.4 All vehicles or lots are sold excluding documentation fee. The documentation fee may vary from auction to auction. This documentation fee is publicized excluding VAT, e.g. –
- | | |
|------------------------|--------------|
| Bid Price | R100 000.00; |
| Total Exclusive of VAT | R100 000.00 |
| + 15% Vat | R15 000.00 |
| Total price | R115 000 |
- 11.5 All accounts must be paid in by bank guaranteed cheque or electronic bank transfer (EFT), forthwith, at the conclusion of each day's sale, in default of which, the unpaid-for lots may, at the auctioneer's sole discretion, be re-sold and the defaulter shall be liable for any shortfall and any other costs relating to the resale.
- 11.6 Ownership of the goods sold vests in the auctioneer's principal until payment in full has been made.
- 11.7 Cheques tendered will not be regarded as payment.
- 11.8 All goods are sold exclusive of VAT.
- 11.9 The auctioneer's vendor roll of sale is final and binding on all buyers.
- 11.10 The auctioneer reserves the right to regulate the bidding, to withdraw any lot from the sale as instructed by the Seller prior to commencement of bidding thereon.
- 11.11 Every prospective bidder must read the conditions of sale and must not bid unless he or she has done so.
- 11.12 No lots can be sold subject to finance and such a bid will not be accepted so as to prevent disappointment. Kindly arrange finance prior to auction.
- 11.13 All lots bid on must be paid within 48 hours of the auction, failure to do so can result in the cancellation of the lot bid on and the bidder being liable to the auctioneer for the higher of 10% or the costs of advertising and holding the auction.
- 11.14 No fee may be charged for participation in an auction, however this does not apply to refundable deposits.
- 11.15 ZAR 1 000.000 (One thousand rand) refundable deposit must be paid for each individual registration.
- 11.16 No cash will be accepted on the premises of the auction house. If cash is paid into the auction house's bank account, a 2.5% cash handling fee will be levied on the purchase price.
- 11.17 All rules of auction and regulations can be accessed through the website.
- 11.18 The risk in any goods sold, shall pass to the purchaser immediately as such goods have been knocked down to the purchaser. The purchaser acknowledges that the auctioneer will secure the goods in the same way as any other goods under his control and is not liable in any way for any damage to, or shortfall in, the goods or any goods stolen or destroyed before the purchaser takes delivery of the purchased goods.
- 11.19 The purchaser shall remove the purchased goods at his sole risk and cost and shall be liable to pay storage costs to the auctioneer, if the goods are not removed within 48 hours of the sale.
- 11.20 Should a need arise for legal proceedings to be instituted, the auctioneer may in his sole discretion, institute same, in his own name or that of the auction house.
- 11.21 The bidder shall be liable for all costs, charges and expenses of every nature whatever, including without limiting the generality of the a foregoing, legal costs on the scale as between attorney and own client, disbursements and collection commission, which may be incurred by the auctioneer and/or the seller in enforcing its rights, against the bidder arising out of these rules of auction (including a breach of the rules of auction by the bidder), irrespective of whether any legal action is instituted.
- 11.22 The bidder consents in terms of section 45 of the Magistrates' Courts Act, No 32 of 1944, as amended, to the auctioneer and/or the seller, as the case may be, instituting any legal proceedings for enforcing any of its rights in terms of these rules of auction in the Magistrate's Court of any district having jurisdiction in respect of the bidder by section 28(1) of the aforesaid Act. Notwithstanding the bidder's consent to the authority of the Magistrate's Court, the auctioneer, and/or the seller, as the case may be, shall have the right to institute legal proceedings against the bidder in any other competent court having jurisdiction in the matter, including but not limited to any High Court of the Republic of South Africa.

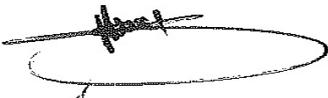
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- 11.23 Should the purchaser not comply with any of these conditions, the auctioneer shall, in addition to any other damages, be entitled to recover from such purchaser, any loss arising from re-sale of any goods, together with the charges and expenses in respect of both sales and any deposit held by the auctioneer, shall be forfeited.
- 11.24 A person wishing to bid on behalf of another person or trust, closed corporation, or company can only do so if a letter of authority, power of attorney or a resolution signed by the members, directors or the person giving the authority to bid on behalf of the company, closed corporation, trust or person with the full details, registration numbers, identity number and registered business address of such entity or person is handed to the auctioneer prior to the auction and on or before registration of the bidder.
- 11.25 The auctioneer shall ensure that if the person will be bidding on behalf of a company or a closed corporation, the letter as contemplated above must appear on the letterhead of such company or closed corporation and shall be accompanied by a certified copy of the resolution authorizing him or her to do so.
- 11.26 The purchaser selects as his address of service for all purposes in terms hereof, the address as given during registration.
- 11.27 The above terms and conditions constitute all the rules of auction and form the agreement between the auctioneer and the purchaser.
- 11.28 No variation of the rules of auction, novation, or consensual cancellation nor any waiver of any portion hereof shall be of any force or effect unless reduced to writing and signed by both parties.
- 11.29 No member of staff has any rights whatsoever to make representation on behalf of the auction house or, to bind the auction house in any way whatsoever, unless such representation is agreed to in writing by one of the directors of the auction house.
- 11.30 No warranties or representations whatsoever shall be of any force or effect, or be binding on the auctioneer unless given in writing and signed in a letter of authority by a director of the auction house. All goods sold, auctioned, or offered are specifically without any warranties whatsoever.
- 11.31 Each rule contained herein is severable. In the event that any rule of auction is found by a court or tribunal of competent jurisdiction to be unenforceable for any reason, the remainder of the rules shall continue to apply and be of full force and effect.

I hereby certify that the rules of auction, to the best of my knowledge, meet the requirements of the regulations, and I further acknowledge that I am personally accountable and liable for the content of the rules of auction.

Rules of auction have been read out on this _____ day of _____ 2022 and are available for inspection on request

Auctioneer: Birtus Kapp



B.J. KAPP

CONDITIONS OF SALE

R 1 000.00 REFUNDABLE registration deposit for the PUBLIC,

The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008. Buyer's Commission Applicable.

All of the above is subject to change without prior notice. R 0.00. DOC FEE

Auctioneer: B. Kapp 082 806 1828

BANKING DETAILS

ACC NAME: **UMSOBOMVU MUNICIPALITY**

BANK NAME: ABSA

BRANCH CODE: 334118

ACC NO: 4052875289

2.5% CASH HANDLING FEE ON ALL CASH DEPOSITS

USE BUYER NO AS REFERANCE

LETTER OF AUTHORITY

Buyer Details:

Company Name:

Authorising Persons Name:

Physical Address:

Date: _____ 2022

To Whomsoever It May Concern,

I, the undersigned, hereby give authority to the above mentioned person to purchase at the auction on my/this companies' behalf binding me/this company to the rules of auction and any other conditions specified by the auctioneer on the day of the auction.

(If buying on behalf of a company, attach a certified copy of the company resolution authorising the said person to do so)

Thanking you,

Yours sincerely

A.B. AUCTION
CEO

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