

**BIDDER PARTICIPATION FORM / ONLINE REGISTRATION FORM**

Surname: \_\_\_\_\_

Initials: \_\_\_\_\_

Full Names: \_\_\_\_\_

Company/  
Farm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Cellphone: \_\_\_\_\_

Identity Number: \_\_\_\_\_

Buying on behalf of: \_\_\_\_\_

Username: \_\_\_\_\_

Where did you hear about this auction: \_\_\_\_\_

FOR OFFICE USE

BUYER NUMBER

\_\_\_\_\_

CHECKED BY: \_\_\_\_\_



**ECPTA HUNTS - PLAINS GAME SPECIES - ONLINE AUCTION**  
**Online Bidding Opens 3<sup>rd</sup> March and Closes 5<sup>th</sup> March 2020, from 2pm (14h00)**  
**(2 Minute Auto Extend)**

Dear Bidder,

To enable your participation in this auction, you are required to comply with the following.

- 1 Once you have logged in, or created an account, Download the Bidder participation form to register for this auction ([this document](#)).
- 2 Fill in this document, initial every page and sign the acknowledgement.
- 3 Email this signed document to [auktion@tirhani.co.za](mailto:auktion@tirhani.co.za) . Please attach the following during this process:
  - o Proof of Identity – copy of ID
  - o Proof of residence
- 4 Once these documents have been received by Tirhani Auctioneers and verified as correct, you will be approved to bid on the auction. You will receive an email notification confirming this. If you have not received such confirmation within 2 working hours after your submission, please contact the persons listed below for assistance (Office Hours).

Initial the bottom of each page

Tirhani Auctioneers Gauteng cc; Registration No. 2008/016935/23

**Physical Address:** 1 Centex Close/Corner Katherine Street | Eastgate Ext 4 | **SANDTON** | 2090

**Postal Address:** P.O. Box 2591 | **RIVONIA** | 2128 | **Tel:** +27 (0) 11 608 2280 | **Fax:** +27 (0) 86 605 0350

**Website:** [www.tirhani.co.za](http://www.tirhani.co.za) | **Email:** [info@tirhani.co.za](mailto:info@tirhani.co.za)

**Members:** Dr. T.E. Mabunda | Mrs V Mabunda-Jones



**Should you have any enquiries regarding registration for this auction, please contact:**

Robyn Brown [robyn@tirhani.co.za](mailto:robyn@tirhani.co.za) / 079 305 3809

Bernard Deco [bernard@tirhani.co.za](mailto:bernard@tirhani.co.za) / 082 327 4578

For technical package related enquiries: Gavin Shaw on 079 496 7893.

**By signing this document, you the bidder/buyer consent and agree to be bound by the Auctioneers General and Specific Rules of Auction in addition to any other conditions specified by the Auctioneer or the Seller. These Rules of Auction are not negotiable, so if you do not agree with them do not register to bid on this auction.**

**Acknowledgement:**

I, the undersigned \_\_\_\_\_, in my capacity as \_\_\_\_\_

of the registered participant \_\_\_\_\_

VAT No. \_\_\_\_\_ situated at \_\_\_\_\_

1. Hereby warrant that I am duly authorized by the registered participant to participate in this on-line auction.
2. Hereby on behalf of the registered participant agree to the entire General and Specific Rules of Auction referred to herein, which rules I acknowledge having ready and understood.

**Signature:**

\_\_\_\_\_

**Print Name:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

## A. DEFINITIONS

For purposes of clarity, the following definitions are applicable to the 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.
"goods"	means any asset of value; movable or immovable.
"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 with regards to immovable assets or means all loose assets with regards to movable property
"purchaser"	means the bidder who is the highest bidder on goods or lots offered on auction at the fall of the hammer.
"rules of auction"	means the general rules of auction, the specific rules of auction and the offer to purchase (in the event of immovable property) collectively.
"seller"	means a person, natural or juristic, who has the right to sell assets on auction, but is not necessarily the owner.

## B. COMPLIANCE

- i. The 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) a 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.
- ii. The Rules of Auction have been signed by the auctioneer conducting the auction and meets the requirements of regulation 21 of the CPA.

## C. ACKNOWLEDGEMENT

- i. The Rules of Auction, including the general rules, specific rules, notice to bidders and 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.
- ii. The Rules of Auction in their entirety 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.
- iii. As per sub-regulation 21 (8) (a), the Rules of Auction need not be read out in their entirety 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 auctioneers' place of business or electronically from the auctioneers' website.
- iv. The act of not reading the Rules of Auction in their entirety and highlighting selected clauses for special mention at the auction should; in no way, be construed as an omission or admission that the Rules of Auction are not important.
- v. The act of registering for the auction and signing the bidders' record and participation by any bidder in the auction shall be taken as confirmation that the bidder has read, understood, accepts and is bound by the Rules of Auction.
- vi. The auction and all matters connected with the auction 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.
- vii. 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.
- viii. 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.

## **D. GENERAL RULES OF AUCTION**

### **1. MANDATORY INFORMATION REQUIRED BY THE CONSUMER PROTECTION ACT AND REGULATIONS**

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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 1.4 herein.
- 1.6. As per sub-regulation 26(4) of the CPA, if a person described in clause 1.5 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.
- 1.7. 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.
- 1.8. 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.
- 1.9. 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.
- 1.10. 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.

### **2. ADMISSION AND REGISTRATION**

- 2.1. Upon registration as contemplated in clause 1.4 of these rules of auction, prospective bidders will be required to provide the above details as requested as well as the bidder registration form.
- 2.2. 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/assets in their possession, including any prepayment, deposit, membership fee, or other money, or any other property/assets belonging to or ordinarily under the control of a consumer.
- 2.3. The auctioneer Reserves the right to revoke any bidders' number at any time during the auction in terms of sub-regulation 28(3) of the CPA, thereby refusing a person the right to remain on the auction 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, unless such disputes are as a result of the auctioneers' negligence or conduct.
- 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 1.4 and 1.7 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. 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.
- 3.10. 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 2.3 herein.
- 3.11. 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.

- 3.12. 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.
- 3.13. 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.
- 3.14. 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 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 3.14 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.
- 3.15. Notwithstanding the provisions of clause 3.13 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.
- 3.16. 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.
- 3.17. Notwithstanding the provisions of sub-regulation 24(i) of the CPA, goods or lots may be grouped or divided with the unanimous consent of all buyers.
- 3.18. 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.
- 3.19. Buyers are not permitted to enter into any transaction on Government premises. In particular, 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 3.13 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 1.5 and 1.6 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 or the first working day after the day of the auction where the day after falls on a weekend or statutory public holiday.
- 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 to the ECPTA on receipt of the invoice. Bank details shall follow on the invoice.
- 4.8. 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.
- 4.9. Without exception, no assets will be released to the purchaser until the total invoice amount has been paid in full and the funds paid reflect in the balance of the specific Trust Account nominated by the auctioneers. In the case of immovable property, the transaction deposit must reflect in the balance of the specific Trust Account nominated by the auctioneers for the offer to purchase to be submitted to the seller for acceptance.

#### **5. ONLINE AUCTIONS**

- 5.1. All applicable rules listed above apply to online auctions as well as live onsite auctions.
- 5.2. Registering on the system does not automatically entitle a bidder to participate in the auction.
- 5.3. All bidders must be registered and have fulfilled the registration criteria before they will be allowed to participate in the online auction. The registration conditions may vary from auction to auction. These registration requirements will be detailed in the bidder's participation form which is downloadable from the website for the specific auction.
- 5.4. A refundable registration deposit may be charged to a bidder upon registration. This deposit will be refunded to the bidder should the bidder not have been a successful buyer at the auction.
- 5.5. If a bidder becomes a successful buyer, then the deposit will only be refunded once all the purchased lots have been removed from the auction site. The deposit cannot be used a part payment of the auction invoice.
- 5.6. The online bidding system acts as the auctioneer and regulates the bidding including the bid increments.
- 5.7. If a bidder places an incorrect bid, the bidder is entitled to have the incorrect bid removed. The bidder must immediately inform the auctioneers of the incorrect bid and request that this bid be removed. No bids will be modified or removed once the bidding for a lot has closed.
- 5.8. Should the bidding system fail or go offline for any reason whatsoever, the auctioneers will extend the closing time by an appropriate amount of time relative to the amount of time the system was offline, with a minimum of 30mins.
- 5.9. On an online auction all lots have a reserve value set. Once this value has been reached or surpassed by the bidders, the lot will be deemed to be sold to the highest bidder and the bidder can no longer withdraw from the purchase.

- 5.10. All online auctions have extended bidding time implementation. Even though an online auction has an advertised closing time, this time will extend beyond the advertised closing time if there is active bidding on the lot within the last ten minutes of the closing time. This activity will trigger an extension of the closing time and this process will continue until there is no more activity in the last ten minutes of bidding.
- 5.11. All online auctions are subject to vendor bidding up and until the reserve price.

## 6. RULES FOR SOUTH AFRICAN HUNTING PACKAGES AUCTION

- 6.1. The price includes the following:
  - 6.1.1. All animals noted as part of the package
  - 6.1.2. All admin fees
  - 6.1.3. Tracker/guide
  - 6.1.4. All accommodation costs for the period noted in the package outline (no food)
  - 6.1.5. Day fees and cold room storage facilities and skimmers (not caping)
- 6.2. There are specific Lodges and Chalets earmarked for Hunting Accommodation and the Reserve Manager will indicate to the Hunters which Accommodation is available
- 6.3. An ECPTA tracker will be seconded to you, he will not be replaced unless he becomes ill or something unforeseen happens. In this case you will be provided with another tracker.
- 6.4. Your trackers' duty is to show where vehicles may drive and where you may hunt, as well as to point out wounded animals.
- 6.5. The tracker is, however, not a personal assistant or a gun bearer and is not responsible for judging horn length or identifying species and or sex of animals. This remains the hunter's responsibility. Trackers are not allowed to drive private vehicles.
- 6.6. If a tracker determines that an animal is wounded, it must be accepted as such, and everything possible must be done to find the animal. If help is needed to find a wounded animal the tracker may contact the officer-in-charge and ask for assistance.
- 6.7. No hunting will be allowed in close proximity to the Lodges and no shooting within 100m from the road on the Reserves. No hunting will be allowed within the Game Viewing / No Hunting Zones specified on the Reserves.
- 6.8. No hunting must be done close to fence. Hunters will be responsible for game that breaks through fencing to adjacent farms after being wounded.
- 6.9. Conservation officers are authorized to shoot any wounded animals after consulting with the relevant client.
- 6.10. You may shoot old wounded animals once you have confirmed with the tracker that the animal is indeed wounded and he has given permission that it may be shot after he got the go ahead from the reserve manager.
- 6.11. You will have no legal claim to the animal, however, if such an animal occurs in your package, you may include it in your package if you still need such an animal.
- 6.12. On arrival at the abattoir, you must immediately notify the reserve manager, if you have shot a wounded animal.
- 6.13. If you wound an animal and it cannot be found during the period of your package, it will be considered as hunted.
- 6.14. Replacement of a wounded animal (unfound/unrecovered) is not allowed.
- 6.15. Should an animal of the incorrect sex/species/age be hunted, there shall be a mandatory fee charged on the basis of this error. This is the hunter's responsibility, the hunter will thus be deemed liable. In a situation where the incorrect animal is taken, the costs of such animal will be levied at a rate determined by the Reserve Manager in consultation with the GITWM Programme Manager.
- 6.16. The hunting packages rules require that you provide your own transport. Your own transport must be used to hunt, load all your animals and to transport them to the Abattoir. Under no circumstances will hunting be allowed from quads, SUV's or sedan vehicles. ECPTA vehicles will only be used at the discretion of the reserve manager should a breakdown occur.
- 6.17. Please note that, in the abovementioned case, you may request assistance from the manager for the assistance of the hunting casualties to come and load some of the bigger animals hunted.
- 6.18. Vehicles must stay on the roads, except when loading hunted game.
- 6.19. Driving of vehicles, within the reserve or elsewhere, by unlicensed persons is prohibited.
- 6.20. The speed limit in the reserve is 40 km/h.
- 6.21. Shooting may under no circumstances take place from a vehicle.
- 6.22. An additional charge of 100 % of the Eastern Cape Parks and Tourism Agency price will be payable if an animal of a species other and or than those specified in your package is shot. The carcass will also be forfeited. A charge of illegal hunting may be investigated.
- 6.23. No more than one guest/observer per vehicle will be allowed. You are responsible for the guest and he/she may under no circumstances leave the vehicle during the hunt.
- 6.24. Weapon safety is important. No loaded firearms may be transported in or on vehicles or be brought into built-up areas; your guide has strict instructions in this regard. Remember there are other people in the veld, look before you shoot.
- 6.25. No firearms may be left lying around in any Lodge, a gun safe has been provided in the Lodge for your convenience and safety. You are urged to use the ECPTA safe provided in each lodge.
- 6.26. Only firearms with a caliber .243 / 6mm and larger may be used for the hunting of animals up to a blesbok. For animals larger than a blesbok a caliber larger than a .243 / 6mm must be used.
- 6.27. No sharp point ammunition, such as military issue, may be used.
- 6.28. The discarding of litter, of any sort, is illegal. Please place litter in the proper containers.
- 6.29. Please note: Cigarette butts are considered as litter and under no circumstances may they be discarded in anything other than an ashtray or a similar suitable receptacle.
- 6.30. No alcohol may be consumed in the hunting area or during the hunting day (Including during lunch time or at the Abattoir).
- 6.31. The collection of firewood in the reserve is prohibited, and fires may only be made at the designated sites. Gas braais are welcome in designated areas.
- 6.32. Hunting may not take place later than 16:00, and you must, where possible, endeavor to be at the abattoir no later than 16:30.
- 6.33. You will not be allowed in the abattoir without your tracker or the manager.
- 6.34. You are responsible for obtaining the necessary permits before any venison is transported from the Nature Reserve to your final destination.
- 6.35. Any outstanding moneys are payable at the office before your carcasses will be loaded on the day of departure from the reserve. Only EFT's or cash will be accepted.
- 6.36. All the rules and regulations that normally apply in the nature reserve are still in force.
- 6.37. If you or any member of your hunting party is found in contravention of the hunting rules your details will be brought to the attention of the Programme Manager for consideration when awarding future packages.
- 6.38. The Reserve Manager may terminate the hunt, at any time, should hunters not adhere to the hunting rules, the reserve rules or for serious misconduct. All monies paid for your Package will be forfeited.
- 6.39. The Lodge must be vacated by 10:00, on the last day of your package, so that it can be cleaned. Baggage may be left at the office at your own risk.

- 6.40. You may stay over for an extra night if accommodation is available, on payment of the applicable fee.
- 6.41. If staying an extra night and if you wish to leave the reserve before 08:00 the following day, you must ensure that your carcasses are loaded the previous day. If you intend leaving later, you must be at the abattoir at 08:00 to load.
- 6.42. If any hunting group shoots more than 5 (five) additional animals than allocated animals in the Hunting Package they will pay for an additional days accommodation.
- 6.43. If there are additional animals available to be hunted, these animals may only be hunted once the animals on the Allocated Package has been shot successfully.
- 6.44. There will be an Observers Fee of R150-00 per Observer per Day that accompanies the Hunters during their Package hunts.
- 6.45. Hunters must produce their proof of payment, identity document, fire arms license, Provincial hunting license (Oviston & Commando Drift), Ciskei hunting license (Mpofu & Tsolwana) and relevant permits (including TOPS Permits) before any hunting may take place.
- 6.46. No Roll Over of any animals will be allowed for the following year, if not hunted in the current year. If you were not successful the first time you may return later in the same season to hunt remaining animals (if dates are available) and the client will pay the applicable fee per day for Accommodation on return trips. The scheduling is very tight and thus the hunt may have to take place in non-ideal times during the hunting season. The scheduling shall be undertaken directly with the reserve manager in each case.
- 6.47. The Hunter must provide his own salt for the skins and trophies, no salt will be provided by the Reserves.

**6.48. FOREIGN BUYERS**

- 6.48.1. Foreign Buyers must make arrangements regarding permits and payments well in advance of the auction.
- 6.48.2. Foreign Buyers should avail themselves of the insurance facilities available at the sale as risk passes to such a Buyer at the fall of the hammer.
- 6.48.3. 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 Buyer consents to the jurisdiction of the South African courts.

## SPECIFIC RULES OF AUCTION

### 1.1. INTRODUCTION AND ANNOUNCEMENTS

Where there is a contradiction between the General Rules of Auction and these Specific Rules of Auction, these Specific Rules of Auction will take precedence for this auction.

### 1.2. REASON FOR THE AUCTION

Normal and voluntary disposal of goods by the Seller.

### 1.3. COMPLIANCE WITH CONSUMER PROTECTION ACT

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

### 1.4. RULES OF AUCTION

This auction is conducted in accordance with the General and Specific Rules of Auction, as defined by Tirhani Auctioneers and ECPTA

Please ensure that you have read and understood these Specific Rules of Auction as well as the General Rules of Auction.

**These Rules of Auction are not negotiable, so if you do not agree with them do not register to bid on this auction.**

### 1.5. TYPE OF AUCTION

The auction is 'With Reserve' and the assets shall be sold subject to the seller's approval (STA). However, the sellers are very serious and will accept all reasonable offers. The sellers shall also be entitled to instruct the auctioneer to accept any lower bid.

### 1.6. VENDOR BIDDING

This being an auction subject to a reserved or upset price as outlined in clause 3.2 of the General 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. Reserve value - The sale of a lot is only confirmed once the reserve value has been met.

### 1.7. OFFER

**The bid price offered by the highest bidder.**

### 1.8. COMMISSION

**No commission to be paid by the purchaser.**

### 1.9. ADMINISTRATION FEE

**No administration fee will be charged per vehicle.**

### 1.10. VAT

**No VAT will be charged on the bid/hammer price.**

### 1.11. PURCHASE PRICE

**The purchase price shall be constituted by the offer contemplated in clause 1.7, plus the commission contemplated in clause 1.8, plus the administration fee contemplated in clause 1.9, plus the VAT as contemplated in clause 1.10.**

### 1.12. PAYMENT

Payment must be made directly into the Eastern Cape Parks & Tourism Agency account and proof of payment emailed to our offices [Tando.Sogoni@ecpta.co.za](mailto:Tando.Sogoni@ecpta.co.za) by **13<sup>th</sup> March 2020**.

**No assets will be released to the purchaser until the total invoice amount has been paid in full and the funds paid reflect in the balance of the specific Account nominated by the auctioneers.**

**ACCOUNT NAME:** Eastern Cape Parks & Tourism Agency  
**BANK:** First National Bank  
**ACCOUNT NUMBER:** 6269 2245 949  
**CLEARANCE CODE:** 211 021  
**REF:** YOUR NAME or COMPANY NAME or BUYER Nr.

**N.B. DEBIT CARDS, CREDIT CARDS AND CHEQUES ARE NOT ACCEPTED AS FORMS OF PAYMENT.**

Cash payments shall be subject to a cash handling fee of **2%** added to the amount of cash deposited into the ECPTA account. We suggest that payments / deposits are made by way of Electronic Funds Transfer (EFT).



**1.13. NON-PAYMENT**

If the Buyer fails to pay the full invoice value, the buyer will forfeit as per clause 4.12 of the General Rules of Auction.

**1.14. DELIVERY**

No delivery of any lot/s on an invoice will be given unless the total invoice value has been paid in full.

**1.15. WARRANTIES**

The Auctioneers and the Seller give no warranties or guarantees on any items on the auction, express or implied.

**1.16. OWNERSHIP**

Ownership and risk shall transfer to the purchaser upon being the successful bidder.

**Note: This auction is 'With Reserve'. Although you may be the 'High Bidder' for a Lot, note that if the Reserve is not met, there is no commitment from the Seller to sell. The sellers shall be entitled to instruct the auctioneer to accept a lower bid. The Auctioneers reserve the right to refuse or accept the bid of any bidder should they be unable to satisfy any of the above notices or the Rules of Auction.**

**EXTENDED BIDDING:** This auction features EXTENDED BIDDING. Any lot with a bid within 2 (TWO) minutes of its scheduled closing time will remain open for bids past its normal close; it will go into extended bidding.

**MAX BIDDING:** When you place your maximum bid, it will be placed at the reserve price if said max bid exceeds the reserve. If the Max Bid amount is below the reserve, the bid will be placed for the full amount.

**TECHNICAL ISSUES:** In the event there are technical difficulties related to the server, software, Internet or any other online auction-related technologies, Tirhani Auctioneers reserve the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software, nor Tirhani Auctioneers shall be held responsible for a missed bid or the failure of the software to function properly for any reason.