



**BIDDER PARTICIPATION FORM / ONLINE REGISTRATION FORM**

*\* indicates mandatory information*

\*Your Company: \_\_\_\_\_

\*VAT Number: \_\_\_\_\_

\*Contact Person: \_\_\_\_\_

\*Telephone Nr/s: \_\_\_\_\_ / \_\_\_\_\_

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

\*Email: \_\_\_\_\_

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

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

| FOR OFFICE USE |       |
|----------------|-------|
| BUYER NUMBER   | _____ |
| DEPOSIT PD:    | _____ |
| DEPOSIT RFND:  | _____ |
| CHECKED BY:    | _____ |

**LIQUIDATION ONLINE AUCTION**

**Opens 29<sup>th</sup> September 2020 at 09:00 // Closes 2<sup>nd</sup> October 2020 from 14:00**

Staggered Closing / Lot Closing Speed - 2 lots per minute (From 14:00 Friday 2<sup>nd</sup> October - 3 min Auto-Extend)

Dear Bidder,

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

- T** Once you have logged in, or created an account, Download the Bidder participation form to register for this auction ([this document](#)).
- T** Fill in this document, initial every page and sign the acknowledgement.
- T** In order to participate in the auction, a refundable registration deposit of **R5,000.00 (Five Thousand Rand)** is required to be deposited onto the following bank account; (EFT). Cash payments shall be subject to a cash handling fee of **2%** added to the amount of cash deposited into the Tirhani Auctioneers account. We suggest that payments / deposits are made by way of Electronic Funds Transfer (EFT).

|                        |                                  |
|------------------------|----------------------------------|
| <b>Account Name:</b>   | <b>Tirhani Auctioneers</b>       |
| <b>Bank Name:</b>      | <b>ABSA Bank</b>                 |
| <b>Account Number:</b> | <b>408 624 6606</b>              |
| <b>Clearance Code:</b> | <b>632005</b>                    |
| <b>Ref No.:</b>        | <b>YOUR NAME or COMPANY NAME</b> |

**N.B.** The deposit paid to Tirhani Auctioneers is a refundable deposit. If you are not a successful bidder, this deposit will be refunded to your nominated bank account within 3 working days of the closure of the sale.

**If you have successfully purchased lot/s on this auction, the deposit will be refunded once all invoices are fully paid for and removed from site within the agreed period.**

**This deposit cannot be used to form part of any invoice payment.**

- i** Email this signed document, the proof of payment of the deposit, plus proof of Identity and proof of address to Tirhani Auctioneers at [auction@tirhani.co.za](mailto:auction@tirhani.co.za) by close of business on the 1<sup>st</sup> October 2020.
- i** 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).

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

Bernard DeCombes +27 (0) 10 880 0858 / +27 (0) 82 327 4578

Robyn Brown +27 (0) 11 608 2280 / +27 (0) 79 305 3809

Or visit our offices at 1 Centex Close, Cnr. Katherine Street, Eastgate Ext. 4, Sandton.

**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 authorised 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 read and understood.
3. Hereby acknowledge that I have read, understood and agree to the Tirhani Auctioneers Privacy Policy (available on the website under the Documents Tab).
4. Hereby confirm that the nominated bank account for refund of the bidder's deposit, if applicable is;

**Bank Name:** \_\_\_\_\_

**Account Holder Name:** \_\_\_\_\_

**Account No:** \_\_\_\_\_

**Account Type:** \_\_\_\_\_

**Branch Code:** \_\_\_\_\_

**Please ensure bank details are clear and correct for Return of Deposits**

**\*Signature:** \_\_\_\_\_

**\*Print Name:** \_\_\_\_\_

**\*Date:** \_\_\_\_\_

**Note that if CASH was deposited into our account for the Registration deposit, you will be liable for the cash deposit fee of 2%, which will be deducted when the deposit is refunded.**

## A. DEFINITIONS

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

|                              |  |
|------------------------------|--|
| <b>“asset”</b>               | means any asset of value; movable or immovable. <b>“Goods”</b> has the same meaning as <b>“asset”</b> .  |
| <b>“bid”</b>                 | means a bidder's offer to buy goods/property at an auction, indicated by any sign (raise of a hand, nodding, winking, etc.) to the auctioneer or his/her assistants, or any other communicable gesture. Bids are usually in standardized increments established in agreement between the auctioneer and bidders.   |
| <b>“bid assistants”</b>      | means individuals of at a live auction team also known as <b>“ringmen”</b> , <b>“bid spotters”</b> or <b>“groundsmen”</b> whose primary responsibility is to assist both the auctioneer and bidders by accurately interpreting and effectively communicating bidders' participation to the auctioneer during an auction. They are also qualified to assist prospective bidders with the necessary information to make informed buying decisions.   |
| <b>“bid calling”</b>         | means the process an auctioneer uses to conduct a live auction by calling bids using the outcry method through verbal exchanges and physical gestures between the auctioneer and bidders; which exchanges and gestures consist of a series of invitations for offers made by the auctioneer and bids made by bidders culminating in the establishment of the <b>“hammer price”</b> , and the sale of the goods/property to the highest bidder. <b>“Bidding”</b> has the same meaning as <b>“bid calling”</b> . |
| <b>“bid rigging”</b>         | means the unlawful practice whereby two or more bidders connive and agree not to bid against each another at an auction or intimidate other bidders with the intention to suppress the prices of goods/property on auction. <b>“Collusion”</b> has the same meaning as <b>“bid rigging”</b> .  |
| <b>“bidder”</b>              | means a person, natural or juristic, who has registered to purchase at an auction sale.  |
| <b>“bidder's choice”</b>     | means a method whereby the auctioneer offers bidders the option to bid for multiple lots or units/items with similar goods/property on a <b>‘price per lot or per unit/item’</b> basis, with the highest bidder having the choice to select one, multiple or all the lots or units/items at the bid price per lot or per unit/item multiplied by the number of lots or units/items in the particular lot. <b>“Buyer's choice”</b> has the same meaning as <b>“bidder's choice”</b> .                           |
| <b>“buyer”</b>               | means the bidder who is the highest bidder on goods/property or lots offered on auction at the fall of the hammer. <b>“Purchaser”</b> has the same meaning as <b>“buyer”</b> .   |
| <b>“confirmation period”</b> | means the period during which a seller must either confirm or reject an offer made by the highest bidder after the completion of an auction but falling short of the reserve price. The highest bidder is bound by the Rules of Auction and shall not have the opportunity to withdraw his/her offer until the seller has confirmed the sale, or the predetermined confirmation period has expired.  |
| <b>“ghost bidding”</b>       | means an auction where sellers use memberships of people they know, or fake memberships they have created, to put false bids on auctions to increase the price of goods/property they are selling.   |
| <b>“hammer price”</b>        | means the price established by the highest bidder and accepted by the auctioneer before dropping the hammer/gavel or announcing the close of the auction by any other customary means.   |
| <b>“lot”</b>                 | means any unit/item or group of units/items of goods/property identified and listed for sale on auction.   |
| <b>“online auction”</b>      | means a competitive real-time auction conducted by rising bid on an Internet based platform.   |
| <b>“owner”</b>               | means a natural or juristic person who is the rightful owner of the assets, and who has the right to sell the assets, including that person's successors and assigns and an agent of that person.  |
| <b>“parties”</b>             | means the seller and purchaser.  |
| <b>“property”</b>            | means land, improvements, fittings and fixtures with regards to immovable assets or means all loose assets with regards to movable property.   |
| <b>“rules of auction”</b>    | means the general rules of auction, the specific terms and conditions, notice to bidders, auctioneer's announcements and offer to purchase (in the event of immovable property); severally or collectively.  |
| <b>“reserve price”</b>       | means the minimum price that a seller is willing to accept for goods/property to be sold at auction.   |
| <b>“seller”</b>              | means a natural or juristic person who has the right to sell assets on auction, and effectively signs the mandate to sell the goods/property but is not necessarily the owner or rightful holder.  |
| <b>“vendor bidding”</b>      | means an auction where the owner or auctioneer, or any person on behalf of the owner or auctioneer bids at the auction with the intention to protect the reserve price. For vendor bidding to be legal and not become <b>“ghost bidding”</b> , it must be practiced up to the reserve price but not equal to or exceeding the reserve price.   |

## B. COMPLIANCE

- i. These Rules of Auction comply with Section 45 [sub-sections 1-5] of the Consumer Protection Act (CPA), No. 68 of 2008 and Regulations 18-33 contained therein applicable to auctions. An extract of section 45 of the Act appears below:

### **Section 45 [ss 1-5]: 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/property 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.

- ii. These Rules of Auction meet the requirements of regulation 21 of the CPA and have been signed by the auctioneer conducting the auction.

## C. ACKNOWLEDGEMENT

- i. These Rules of Auction, including the general rules, specific terms and conditions, notice to bidders, offer to purchase 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 governing an auction and unless any warranties, undertakings or representations are set out herein, they are excluded.
- ii. These 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. In the event of a contradiction between the General Rules of Auction and the Specific Terms and Conditions, the Specific Terms and Conditions will take precedence.
- iv. 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 prior to the commencement of the auction (at least 24 hours for movable assets, and at least five (5) working days for immovable assets), either in printed format from the auctioneer's place of business or electronically from the auctioneer's website.
- v. 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.
- vi. The act of registering for the auction 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.
- vii. 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.
- viii. For purposes of legal proceedings, the bidder shall be deemed to have selected and appointed as his or her domicilium citandi et executandi the address recorded by him or her on the bidder's record upon registration.
- ix. The auctioneer shall be entitled to institute legal proceedings at 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 CPA AND REGULATIONS

- 1.1. The auction must be advertised in compliance with regulations 19 and 20 of the CPA, and the advertisement must be placed in such a manner that the general public has had a reasonable opportunity to become aware of the auction, the goods/property on offer and the rules governing the auction.
- 1.2. As per section 45(2) of the CPA, when goods/property 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 person or entity, 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. A draft letter of authority is provided herewith marked **Annexure A**.
- 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 bidder's numbers only free of charge, at any time, before and after the auction at the auctioneer's place of business during normal business hours or during the auction at the premises where the auction is being held.
- 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. The right of admission is reserved. All persons, including buyers, enter the auction venue at their own risk. The auctioneer, 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 auctioneer, 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. During registration as contemplated in clause 1.4 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 refundable deposits will be refunded only once the deposit reflects in the auctioneer's trust account and only if the bidder was unsuccessful in purchasing any items.
- 2.4. All deposits and other monies belonging to bidders and sellers will be held by the auctioneer as per section 65(2) of the CPA, which requires suppliers to hold and account for consumers' assets in their possession, including any prepayment, deposit, membership fee, or other money, or any other assets belonging to or ordinarily under the control of a consumer.
- 2.5. The auctioneer reserves the right to revoke a bidder's 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 because of the auctioneer's negligence or conduct.
- 3.2. 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. The auction will be conducted per rising bid in South African Rands.
- 3.3. 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.
- 3.4. A duly registered bidder is entitled to use "**absentee or commission bidding**" whereby the bidder participates in the auction in absentia, either by authorising the auctioneer to bid on his or her behalf up to a predetermined amount or by bidding telephonically through one of the auctioneer's assistants. Absentee/commission bidders must fulfil all the registration requirements of the auction in order to participate. Tirhani Auctioneers practices absentee/ commission bidding transparently, including announcing the amount of commission bids to bidders after the hammer price is established.
- 3.5. In terms of section 55(1) of the CPA, goods/property are sold "**voetstoets**", as is, where is in their present condition, with no express or implied guarantees or warranties regarding the condition and fitness of the goods/property for a particular use. Buyers bid at their own risk and are advised to inspect the goods/property on offer prior to the commencement of the auction in accordance with sub-regulation 28(5) of the CPA. Participation in the auction shall be taken as proof that the bidder has acquainted himself or herself with the condition of the goods/property.
- 3.6. 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.
- 3.7. 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/property 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/property and transfer ownership of the goods/property, 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/property cannot withdraw the goods/property from auction after the auction is opened and there is public solicitation or calling for bids at an absolute or auction without reserve.
- 3.8. Notwithstanding the provisions of clause 3.7 herein, a secured party or other lien holder or any 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/property by the seller, or the auctioneer, or anyone aiding or assisting, or acting on behalf of the seller, or the auctioneer.
- 3.9. As per sub-regulation 20 (19) (d) of the CPA, certain goods/property may be offered with reserve and others offered absolute or without reserve at the same auction and at the same time, provided non-misleading advertisement makes it clear, through appropriate emphasis, which goods/property are being offered by either method.
- 3.10. Bidders must direct their bids to the auctioneer or official bid assistants. The practice of bid rigging as defined in the Rules of Auction are prohibited and may be treated as per clause 2.4 of "Admission and Registration" herein.
- 3.11. Notwithstanding the provisions of sub-regulation 24(h) of the CPA, goods/property or lots may be grouped or divided with the unanimous consent of all buyers.
- 3.12. Bidders may also be offered the option of exercising "**bidder or buyer's choice**", by bidding for multiple lots or units/items with similar goods/property on a '**price per lot or per unit/item**' basis, with the highest bidder having the choice to select one, multiple or all the lots or units/items at the bid price per lot or per unit/item multiplied by the number of lots or units/items in the particular lot.
- 3.13. Every bid shall constitute a firm offer to purchase the goods/property or lots on offer for the amount bid.
- 3.14. Notwithstanding the provisions of clause 3.13 herein, 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.
- 3.15. 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/property or lots on auction. Should any dispute arise between two or more bidders regarding the identity of the highest bidder and purchaser, the auctioneer shall use his or her discretion to resolve the dispute, including declare the buyer, re-auctioning the disputed lot or lots or even withdrawing the lot or lots. The decision of the auctioneer shall be final and binding.
- 3.16. Notwithstanding the provisions of clause 3.15 herein, and subject to the provisions of clause 3.6 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.
- 3.17. 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/property 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.
- 3.18. 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/property 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.
- 3.19. Once the reserve price determined by the seller is reached, the auction becomes absolute, and the auctioneer is authorised to sell to the highest bidder at the fall of the hammer or any customary method used by the auctioneer to close the auction.
- 3.20. Should the reserve price not be met in terms of regulation 28(6), the auctioneer will either announce that the goods/property are unsold or knock the goods/property to the highest bidder provisionally subject to confirmation (STC) by the seller, and only the highest bidder will be entitled to negotiate with the auctioneer and the seller for the final purchase of the goods/property. If the negotiations do not result in the sale of the goods/property, such goods/property will remain unsold. No negotiations will be entertained with other bidders, unless the seller instructs otherwise.

- 3.21. Goods/property or lots knocked provisionally to the highest bidder subject to approval by the seller in terms of clause 3.21 herein are deemed not to have been sold in terms of section 45(3) and sub-regulation 28(6) of the CPA until the seller has confirmed the offer. However, the highest bidder is bound by the Rules of Auction and shall not have the opportunity to withdraw his bid until the seller has confirmed the sale or the stipulated confirmation period has expired. Negotiations between the highest bidder and the seller may arise during the confirmation period.
- 3.22. Should the seller decide to entertain subsequent bids during the confirmation period, such higher offers must be made to the auctioneer on the same terms and conditions applicable to the auction. Subsequent bidders will have only one opportunity to submit higher offers. The highest bidder of the first instance shall have the sole right of refusal to equal or better subsequent offers, on condition that the right to counter is exercised within 24 hours (excluding public holidays and weekends) after notification by the auctioneer.
- 3.23. 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.
- 3.24. Buyers are not permitted to enter any transaction on the seller's premises. In particular, the re-auctioning of goods/property by bidders is prohibited within the premises of the auctioneer or the seller.

#### **4. FINANCIAL ARRANGEMENTS**

- 4.1. Once goods/property or lots have been sold to the purchaser as contemplated in clause 3.15 herein, the sale of the goods/property 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 of the CPA with regard to the delivery of goods/property, the risk of the goods/property or lots purchased on auction shall pass to the buyer upon the fall of the hammer. However, ownership and title will only be transferred upon full settlement as contemplated in clauses 4.3 and 4.4 hereunder. No complaints will be entertained thereafter.
- 4.3. With regard to movable goods/property, settlement for goods/property 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/property 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 or EFT, 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. Cheques are not accepted as payment for purchases. This includes bank guaranteed cheques and bank cashier's cheques.
- 4.8. 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 buyer/purchaser in the Notice to Bidders forming part of the Rules of Auction.
- 4.9. In accordance with money laundering regulations and in the interest of security, the auctioneer does not accept cash at its auction sites. Cash deposits must be made at the bank and the proof thereof must be presented on site or at the auctioneer's premises. Cash payments shall attract a cash deposit fee determined by the auctioneer from time to time and provided to the purchaser in the Notice to Bidders forming part of the 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 buyers/purchasers who are registered bidders in terms of clauses 1.4 and 1.7 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 buyer/purchaser default, a forfeit fee 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 buyer/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 buyer/purchaser.
- 4.13. Should the seller reject the buyer/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 buyer/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 the Rules of Auction thereafter.
- 4.14. In the event of any claim by the buyer/purchaser in terms of the asset/s purchased, the buyer/purchaser must take up such claim with the seller and not the auctioneer. The auctioneer acts solely on behalf of the seller and is indemnified against any claim by the buyer/purchaser against the seller. The auctioneer may, as his discretion attempt to mediate any claim by the buyer/purchaser against the seller.
- 4.15. Without exception, no assets will be released to the buyer/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.

## E. SPECIFIC TERMS AND CONDITIONS FOR ONLINE MOVABLE PROPERTY

### 1. WELCOME AND INTRODUCTION

- 1.1. Welcome to Tirhani Auctioneers' online auction.
- 1.2. Special welcome to anyone participating in an auction for the first time. We hope you will enjoy the auction experience.
- 1.3. Auctions are not as mythical and scary as most people think. However, it is advisable for you to do your homework by familiarising yourself with the Rules of Auction as buying on auction is final and irrevocable once you are declared the highest bidder and purchaser. Inspect the property you wish to buy thoroughly. Stick to your budget and factor in all additional costs such as VAT, commission, transfer duty, rates, taxes, levies, etc.
- 1.4. Contact Tirhani Auctioneers on **011-608-2280** or [auktion@tirhani.co.za](mailto:auktion@tirhani.co.za) if you have any questions.

### 2. COMPLIANCE WITH CONSUMER PROTECTION ACT

Tirhani Auctioneers is fully compliant with the requirements of sections 45 and 65 of the Consumer Protection Act (CPA), Act 68 of 2008, as well as Regulations 18-33 thereof.

### 3. REASON FOR THE AUCTION

- 3.1. The reason for this auction is liquidation disposal of property by the seller.

### 4. TYPE OF AUCTION AND VENDOR BIDDING

- 4.1. The auction is **"With Reserve"**, and the goods shall be sold to the highest bidder subject to the seller's approval.
  - 4.1.1. However, even though the auction is "With Reserve" there will be vendor bidding at this auction.
  - 4.1.2. I hereby give notice in terms of Section 45 (4) of the CPA that the auctioneer, owner or any other person on behalf of the auctioneer or the owner may bid at the auction to protect the reserve price.

### 5. AUDITABLE BIDDING RECORD

- 5.1. Tirhani Auctioneers' online auction system records a full digital record of the bidding process, including the bidder's number, bid amount and time of bid placement.
- 5.2. By registering for the auction, and signing the Bidder's Record, bidders understand and hereby authorise Tirhani Auctioneers to use the audit trail for dispute resolution and reporting purposes.

### 6. REGISTRATION AND REFUNDABLE DEPOSIT

- 6.1. As per sub-regulation 26 (2) of the CPA and clauses 1.4, 1.5 and 1.7 of Tirhani Auctioneers' General Rules of Auction, anyone wishing to participate in the online auction must comply with FICA requirements as set out in **Annexure B** attached herewith.
- 6.2. To register, bidders must log in, create an account and download the bidder participation form (this form).
- 6.3. Registering on the system to participate on Tirhani Auctioneers' online auction does not automatically entitle a bidder to participate in the auction.
- 6.4. Apart from fulfilling the registration criteria, bidders must be approved by Tirhani Auctioneers before they can participate in an online auction. The registration requirements and conditions may vary from auction to auction and will be detailed in the bidder's participation form.
- 6.5. A refundable deposit of R5 000.00 is payable for registration.
- 6.6. The deposit will be refunded to the bidder via EFT within 3 working days after the auction should the bidder not buy anything on the auction.
- 6.7. Should a bidder become a successful buyer, the deposit will only be refunded once all the purchased lots have been removed from the auction site. Therefore, the deposit cannot be used a part payment for the auction invoice.
- 6.8. As per sub-regulation 26 (5) of the CPA, a Bidders' Record is available at Tirhani Auctioneers' for public inspection at any time, free of charge, in respect of the names of bidders and bidder numbers only.

### 7. ONLINE AUCTION RULES

- 7.1. The Rules of Auction governing the online auction include the General Rules of Auction and the Specific Terms and Conditions; severally or collectively.
- 7.2. The Rules of Auction in their entirety shall form the basis of the bidding and bargaining carried out by the online auction system which will act as an invisible auctioneer regulating bid increments, updating bid prices real-time and conducting the entire bidding process until the highest bidder wins at the close of the bidding.
- 7.3. In the event of a contradiction between the General Rules of Auction and Specific Terms and Conditions, the Specific Terms and Conditions will take precedence.
- 7.4. The Rules of Auction in their entirety are downloadable electronically from Tirhani Auctioneers' website and available in printed format at Tirhani Auctioneers' place of business on **1 Centex Close, Corner Katherine Street, Eastgate Extension 4, Sandton**.
- 7.5. The Rules of Auction were published at least 5 working days prior to the auction as per sub-regulation 21 (8) (a) of the CPA which provides that the Rules of Auction need not be read out in their entirety at the auction to be valid, if they were made available to the general public prior to the commencement of the auction.
- 7.6. The act of only highlighting selected clauses should not be construed as an omission or admission that the entire Rules of Auction are not important and applicable to the auction.
- 7.7. By registering for the auction, signing the Bidders' Record and participating in the auction, bidders tacitly confirm that they have read, understood, accepted and agreed to be bound by the Rules of Auction in their entirety.
- 7.8. **DO NOT BID UNLESS YOU AGREE TO BE BOUND BY THE RULES OF AUCTION IN THEIR ENTIRETY. YOUR BID SHALL BE TAKEN AS PROOF THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE RULES OF AUCTION IN THEIR ENTIRETY, HENCE THEY WILL BECOME FINAL AND IRREVOCABLE UPON YOU BECOMING THE HIGHEST BIDDER AND BUYER.**
- 7.9. In terms of section 55 (1) of the CPA, the property will be sold **"voetstoots"**, as is, where is in their present condition, with no express or implied guarantees or warranties regarding the condition and fitness of the property for a particular use.
- 7.10. The Sellers have no duty to repair, and is not liable for any defects (patent, latent or otherwise), nor for any damages occasioned to or suffered by the purchaser consequent to such defect. No complaints or negotiations will be entertained once bidding closes and the online auction system declares the highest bidder as the purchaser.
- 7.11. Bidders bid at their own risk and are advised to inspect the property on offer prior to the commencement of the auction.
- 7.12. Participation in the auction shall be taken as proof that the bidder has acquainted himself or herself with the condition of the property.
- 7.13. Every bid shall constitute a firm offer to purchase the property on offer for the amount bid. Unlike live auction where the highest bidder is permitted to retract his or her bid before the hammer falls or the auctioneer concludes bidding on a lot in any customary manner, in terms of section 45 (3) of the CPA and clause 3.13 of Tirhani Auctioneer's General Rules of Auction, the online auction system automatically declares the highest bidder the buyer, provided the reserve price has been met.
- 7.14. The following bidding terms and conditions apply to online auctions:

- 7.14.1. EXTENDED BIDDING: Tirhani Auctioneers' online auction system has a feature which allows last minute bids to extend bidding on each lot for predetermined time until all bids have been submitted.
- 7.14.2. MAXIMUM BID: Tirhani Auctioneers' online auction system provides for the placement of maximum bid by a bidder. 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.
- 7.14.3. TECHNICAL ISSUES: In the event of technical difficulties related to the server, software, Internet or any other technological challenge, Tirhani Auctioneers reserves the right to extend bidding. Neither Tirhani Auctioneers nor its technology suppliers shall be held responsible for a missed bid or failure of the software.

**8. GOODS/PROPERTY DESCRIPTION**

An annexure with a list and goods/descriptions of the properties earmarked for disposal by the client in the form of a catalogue will be available on the Tirhani Auctioneers website.

8.1 Vehicles are sold according to year of first registration on Natis document and not year of manufacture year. The year of manufacture is unknown to Tirhani Auctioneers or Absa and no queries will be entertained regarding year of manufacture.

**9. "VOETSTOOTS" - AS IS, WHERE IS**

9.1. In terms of section 55(1) of the CPA and as per clause 3.5 of Tirhani Auctioneers' General Rules of Auction, goods/property are sold "voetstoots", as is, where is in their present condition, with no express or implied guarantees or warranties regarding the condition and fitness of the goods/property for a particular use. Buyers bid at their own risk and are advised to inspect the goods/property on offer prior to the commencement of the auction in accordance with sub-regulation 28(5) of the CPA. Participation in the auction shall be taken as proof that the bidder has acquainted himself or herself with the condition of the goods/property.

9.2. The seller has no duty to repair.

**10. PURCHASE PRICE**

The purchase price is constituted by the amount offered by the highest bidder for the goods/property, plus the commission payable, if applicable, plus the administration or documentation fee, if applicable and VAT, if applicable.

**10.1. VALUE ADDED TAX (VAT)**

10.1.1. 15% VAT is payable by the buyer over and above the amount offered for the goods/property.

**10.2. COMMISSION/BUYER'S PREMIUM**

10.2.1. Commission/buyer's premium at a rate of **10% plus VAT** is payable by the buyer calculated on the amount offered for the goods/property.

**10.3. ADMINISTRATION FEE**

10.3.1. R2,000.00 plus VAT will be added to each lot purchased.

**NOTE: DO NOT CALCULATE THE PURCHASE PRICE BY YOURSELF, OBTAIN A PRO-FORMA INVOICE FROM THE SITE OFFICE IF YOU HAVE BOUGHT ANY GOODS/PROPERTY.**

**11. PAYMENT**

11.1. Payment for goods purchased on the online auction is due by close of business on **MONDAY 5<sup>th</sup> October 2020**.

11.2. In accordance with money laundering regulations and for security purposes, Tirhani Auctioneers doesn't accept cash payments on at its premises. Cash deposits must be made directly at the bank and proof thereof must either be presented at Tirhani Auctioneers' business premises or transmitted digitally. Cash payments will attract a cash handling fee of 2% cash deposit fee

11.3. Cheques are not acceptable as payment for purchases, including bank guaranteed cheques and bank cashier's cheques, as they take too long to clear.

11.4. Tirhani Auctioneers has facilities to process payment via EFT, debit and credit cards at its business premises.

11.5. No goods/property will be released to the buyer until the total invoice amount has been paid in full and the funds paid reflect in Tirhani Auctioneers' Trust Account. The Trust Account is advertised in the auction catalogue and pro-forma invoices.

**BANK DETAILS**

|                        |                                  |
|------------------------|----------------------------------|
| <b>Account Name:</b>   | <b>Tirhani Auctioneers</b>       |
| <b>Bank Name:</b>      | <b>ABSA Bank</b>                 |
| <b>Account Number:</b> | <b>408 624 6606</b>              |
| <b>Clearance Code:</b> | <b>632005</b>                    |
| <b>Ref No.:</b>        | <b>YOUR NAME or COMPANY NAME</b> |

**12. FINANCE**

12.1. There is NO finance for the online auction.

**13. OWNERSHIP AND RISK**

Although ownership and title will only transfer upon payment of the full invoice, risk transfers to the buyer upon the fall of the hammer. It is therefore in the interest of all buyers to pay for their goods/property and collect immediately.

**14. DISPATCH/DELIVERY**

14.1. Dispatch by **FRIDAY 9<sup>th</sup> October 2020 by prior arrangement**

14.2. No goods/property will be dispatched to the buyer without a release note.

14.3. Neither Tirhani Auctioneers nor the Sellers are responsible for loading goods or providing equipment such as jump-starting batteries during dispatch. Buyers must provide their own labour and equipment for loading and dispatch purposes.

14.4. Uncollected goods/property will attract storage fee of R400.00 per lot or item per from 12<sup>th</sup> October 2020 after the deadline for the collection of goods/property.

14.5. If the goods are not collected within 7 (seven) working days after the collection date, the seller reserves the right to resell the goods/property to recover the storage fees and any other costs incurred in the resale of the goods/property.

Unless otherwise provided for in the Notice to Purchasers for the Online Auction in question, the buyer will:



(a) remove lots from the seller's premises during normal business hours and not later than the Clearance Date/Removal Date for the lot in question and this condition shall be of the essence of the contract;

(b) only remove lots by previous arrangement with, and subject to the supervision of, the Auctioneer or its agent(s) or appointed representative(s);

(c) not be permitted to remove any lots it has purchased from the seller's premises until all sums due in respect thereof have been paid; and

(d) be responsible for the removal and insurance of the purchased lot(s) at its own expense.

If, in the Auctioneer's opinion, removal of any lot or part thereof will be likely to cause serious damage to the seller's premises, or any other damage which the buyer is either unable or unwilling to rectify, the Auctioneer may by notice to the buyer rescind the sale of such lot or permit the removal thereof from the premises to proceed subject to such conditions as it may think fit to impose. Tirhani Auctioneers shall have no responsibility to disconnect utilities to the sold asset, including electric, gas, waste and water lines.

The buyer shall provide or ensure that their agent(s) performing removals on its behalf, provide on demand, evidence of insurance policies reasonably satisfactory to the Auctioneer, Tirhani Auctioneers and/or the Seller.

Should any party claim possession of or title to all or part of a lot prior to its removal from the seller's premises, the Auctioneer reserves the right to rescind the sale thereof or to remove or permit the removal thereof from the seller's premises subject to such conditions as it may think fit to impose.

Should the buyer fail to comply with any of the foregoing requirements the lot or lots which have been subject to an Announcement of Sale to him or any part thereof may, without further notice, be re-offered for sale, destroyed or otherwise disposed of by the Auctioneer in any manner as it shall in its absolute discretion deem fit, and any monies paid shall be forfeited.

Without prejudice to any claims that the Auctioneer and/or the seller may have against the buyer for breach of contract or otherwise the buyer will become liable from the Clearance Date/Removal Date for all storage, security and administration expenses and the cost of and incidental to re-selling and/or otherwise disposing of uncleared items.

## NOTES:

**RESERVE:** 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.

**Please note that if you are the successful bidder on more than one lot, you will be invoiced for all your successful bids. You cannot choose or select which lots you will take!**

**PLEASE NOTE THAT CERTAIN LOTS WILL BE SOLD SUBJECT TO CONFIRMATION (STC) BY THE SELLER REGARDLESS OF THE ONLINE BID PRICE.**

**EXTENDED BIDDING:** This auction features EXTENDED BIDDING. Any lot with a bid within 3 (THREE) minutes of its scheduled closing time will remain open for bids past its normal close; it will go into extended bidding. Staggered Closing / Lot Closing Speed - 2 lots per minute (From 10:00am Monday 17th August - 2 min Auto-Extend)

**MAX 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. The 'System' will automatically bid against you at the set increment until reserve is met, at which point the system will stop. If you are the highest bidder, the lot will be sold to you, unless another bidder out bids you.

**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.

**GOOD LUCK WITH YOUR BIDDING**

**ANNEXURE A: FORMAT OF LETTER OF AUTHORITY**

**Buyer Details:**

Company Name: \_\_\_\_\_

Authorizing Persons Name: \_\_\_\_\_

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

**Date:** .....

Tirhani Auctioneers  
1 Centex Close  
Eastgate Ext 4  
Sandton

Reference: Authority for \_\_\_\_\_

To Whom It May Concern,

I, the undersigned, hereby authorise 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)

Yours sincerely

\_\_\_\_\_  
(Signature)

## **ANNEXURE B: FICA REQUIREMENTS**

The requirements of the Financial Intelligence Centre Act (FICA) are applicable as follows:

### **1. NATURAL PERSONS**

#### **1.1. FICA requirements:**

- South African identity document / Foreigner passport;
- Utility bill addressed to your residential address less than 3 months (accounts for mobile phones are not acceptable);
- South African Income Tax reference number, and;
- Confirmation marital status, i.e. ANC or COP.

#### **1.2. FICA requirements for married people:**

- Marriage certificate – Community of property – Copy of spouses ID;
- Ante nuptial Contract – Copy of contract;
- Page 1 (and page 2 if necessary) reflecting the registered number and names of both parties, if your marriage is governed by the Laws of another country/state; and
- Name of the country/state governing your marriage, i.e. the country where the Seller was living at the time of the marriage with the intention of staying there permanently.

### **2. ENTITIES**

#### **2.1. FICA requirements:**

- Person acting on behalf of the Entity must comply with the above requirements, and;
- All directors / members / trustees must also comply with above requirements.

In addition to compliance with the above requirements, the following documents must be attached:

#### **2.1.1. For Companies:**

- CM1; and
- CM22.

#### **2.1.2. Close Corporations:**

- CK1, and, if applicable; and
- CK2.

#### **2.1.3. Trusts:**

- Letters of Authority/Master's Certificate;
- Trust Deed and all amendments thereto.

Resolution to approve the purchase (and loan application, if applicable) taken before the Offer to Purchase was signed. (The only exception is where it is a cash transaction and all the Trustees have signed the Offer to Purchase.)

### **3. Prescribed amounts for cash transaction reporting in terms of the Financial Intelligence Centre Act (Act 38 of 2001)**

#### **3.1. Section 28B: Cash transaction above prescribed limit**

An accountable institution and a reporting institution must, within the prescribed period, report to the Centre the prescribed particulars concerning a transaction concluded with a client if in terms of the transaction an amount of cash in excess of the prescribed amount (b) is received by the accountable institution or reporting institution from the client, or from a person acting on behalf of the client, or from a person on whose behalf the client is acting.

#### **3.2. Regulation 22B: Prescribed amount for cash transaction reporting**

The prescribed amount of cash above which a transaction must be reported to the Centre under section 28 of the Act is R24 999.99 or an aggregate of smaller amounts which combine to come to this amount if it appears to the accountable institution or reporting institution concerned that the transaction involving those smaller amounts are linked to be considered fractions of one transaction.