



RULES OF AUCTION

These Rules of Auction comply with Section 45 of the Consumer Protection Act No. 68 of 2008 and the Regulations contained therein applicable to auctions.

1. DEFINITIONS AND INTERPRETATION

1. References to notices, statements, and other communications by or from the auction house include notices by or from the auction house's agent;
2. Expressions in the singular also denote the plural, and vice versa;
3. words and phrases denoting natural persons refer also to juristic persons, and vice versa;
4. pronouns of any gender include the corresponding pronouns of the other gender.
5. Clause headings appear in this lease for purposes of reference only and shall not influence the proper interpretation of the subject matter.
6. In these Rules of Auction, except in a context indicating that some other meaning is intended:
 1. **“advertisement”**
means an advertisement which complies with the provisions of Regulations 19 and 20 of the CPA Regulations and which has been posted to the auction house's site at least 24 hours prior to the commencement or start of the auction;
 2. **“auction”**
a sale in which goods and/or lots are sold to the highest bidder and includes a sale in execution pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction and includes the online auction of goods and/or lots conducted by the auction house from time to time;
 3. **“auctioneer”**
means the person who conducts the auction on behalf of the auction house;
 4. **“auction house”**
means The Gavelry (Pty) Ltd or other nominated juristic person which conduct auctions as part of its business under the name and style of “The Gavelry”
 5. **“auction business site”**
means the venue whereon the goods and/or lots are auctioned by the auctioneer on behalf of the auction house.
 6. **“auction site”**
means the internet based electronic website operated by the auction house located at join.thegavelry.com and/or any other internet based electronic platform or application used by the auction house;

7. **“closing time”**
means the time when bidding officially closes and includes references to “fall of the hammer”;
8. **“CPA”**
means the Consumer Protection Act, no. 68 of 2008 inclusive of its regulations;
9. **“day”**
means any day of the week, excluding Saturdays, Sunday, and public holidays;
10. **“goods”**
means any asset of value, movable or immovable, and where appropriate, services listed for sale by the auction house;
11. **“lots”**
means any group of goods sold or offered for sale as a unit and identified as such;
12. **“month”**
means a calendar month, and more specifically in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and in any other context, a month of the calendar, that is, one of the 12 months of the calendar, and “monthly” has the corresponding meaning;
13. **“online transaction”**
means the act of bidding on the auction site and where applicable the conclusion of a transaction between the auction house/seller and purchaser via the auction site;
14. **“party”**
means the seller, the purchaser and/or the auction house and includes reference to parties;
15. **“purchaser”**
means the bidder who is the highest bidder for the goods and/or lots offered on auction by the auction house at closing time;
16. **“reserve price”**
means the minimum VAT exclusive amount the Seller is prepared to accept from the bidders for the sale of the goods and/or lots on auction by the auction house;
17. **“Rules of Auction”**
means these Rules of Auction which meet the regulations of the Consumer Protection Act and which rules of auction are the agreed terms of conditions between the auction house, bidders and purchasers pertaining to the registration and participation in an auction and the purchase of goods and/or lots on auction from the auction house;
18. **“seller”**
means a person, natural or juristic, who is entitled in law to sell the goods on auction, but not necessarily the owner;
19. **“vendor roll”**
means the document contemplated in regulation 28 (4) of the CPA.

2. RULES OF AUCTION

1. The Rules of Auction in their entirety shall form the basis of the bidding and bargaining carried out between the auctioneer on behalf of the auction house and the bidders and shall also govern the rules of each sale so concluded.
2. The Rules of Auction are made available to the general public at least 24 hours prior to the commencement of the auction, electronically from the auction house's site.
3. The act of registering for the auction and participation by any bidder in the auction shall be taken by the auction house as confirmation and/or acceptance that the bidder has read, understood, and accepts that it is bound by the Rules of Auction.
4. The auction and any related matters including the Rules of Auction are governed by and constructed in accordance with the laws of the Republic of South Africa and the bidder, including foreign bidders, consent to the jurisdiction of the South African courts.
5. The auction will commence at the indicated time as per the relevant advertisement and will not be delayed to enable any specific person or more persons in general to take part in the auction.
6. Every bidder must, prior to the commencement of an auction, register its identity in the bidders' record, providing its positive identification, juristic registration documents, and proof of residence in terms of the Financial Intelligence Act (FICA), No. 31 of 2001.
7. If a person intends to bid on behalf of another, he or she must produce a letter of authority meeting the requirements of regulation 26(3) of the CPA; expressly authorizing him or her to bid on behalf of that person, and both that person and the person bidding on his or her behalf must meet the requirements of sub-regulation 26(2) of the CPA.
8. All bidders whose names appear in the bidders' record will be issued with visible bidder numbers.
9. By registering for an auction, the bidder accepts and agrees that it understands and is acquainted with auction proceedings and the bidding process.

3. GENERAL ADMISSION TO AUCTION

1. The right of admission to the auction is reserved and the auction house reserves the right to refuse to register any natural or juristic person at their sole discretion.
2. All persons including bidders, their heirs, executors, administrators or assigns shall not hold the auction house, the auctioneer, their agents and/or employees liable for any injuries, damages or any losses of any nature whatsoever arising from any person's attendance in open days and releases the auction house, the auctioneer, their agents and/or employees and hold them harmless from any duty of care towards them and all claims which may otherwise have accrued to them whether or not any such claim may arise through the negligence of any person or from any of the risks, dangers or hazards occurring in the course of their association with the auction house, auctioneers and the sellers.
3. By placing a bid, the bidder warrants that they have the ability and the intention to proceed with the purchase of the goods and/or lots.
4. No purchaser may register as a bidder for goods and/or lots that have been sold.

5. A purchaser may bid via proxy bid provided the registration requirements are met.
6. The auctioneer reserves the right to revoke any bidders' number at any time during the auction, thereby refusing a person the right to remain on the auction site in the event that such a person repeatedly behaves in such a way so as to disrupt the auction.
7. The auction house has the right to terminate any registration if the bidder or purchaser fails to timeously comply with any obligation imposed either by legislation or by the auction house and/or the auction house has reason to believe that the bidder or purchaser has engaged in any unlawful or untruthful activity while making use of the services or has attempted to collude or deceive the auction house or other bidders at any time and/or the purchaser, bidder or purchaser does not comply with these Rules of Auction.
8. All persons are strictly prohibited from taking photographs and/or videos of the goods and/or lots on auction. The auctioneer reserves the right to remove all persons and/or revoke any bidders' number at any time during the auction should such a person fail to comply with these Rules of Auction.

4. REGISTRATION – GENERAL AND ONLINE.

1. To register and participate in the auction, the bidder will be required to complete the registration on the online bidding system.
2. Bidders may be entitled to register for an auction via the auction site and shall be required to complete and comply with any and all regulations and/or formalities stipulated on the auction site in addition to the Rules of Auction.
3. The auction house reserves the right to reject any registration at its sole discretion.
4. To register as or on behalf of a bidder / purchaser, the following details must be provided:
 - (a) name,
 - (b) phone number,
 - (c) e-mail address,
 - (d) physical address,
 - (e) identity document/ passport (applicable to foreign nationals),
 - (f) proof of residence.
5. To represent a juristic person, as a bidder / purchaser, the following details of the juristic person / entity must be provided:
 - (a) Name (including founding documents),
 - (b) registration number,
 - (c) vat number (if applicable),
 - (d) phone number,
 - (e) email address,
 - (f) physical address,
 - (g) proof of address, and
 - (h) signed resolution to act on behalf of juristic person.
 1. By registering, the bidder represents, warrants and undertakes that it is or acts for a business and has given correct information about its business and contact details as requested in the auctions house's registration procedure and that it will notify the auction house of any change in its registered details.
6. Bidders are assigned a paddle number on registration.

7. Bidders shall only transact using their own paddle number and are responsible for all actions taken under their paddle number.
8. It is the sole responsibility of the bidder to keep and maintain the safety of their paddle number and are obliged to complete those transactions that occur using their paddle number, whether such transactions are authorised by them or not.
9. The bidder/purchaser notes that the address given in the registration documents as its physical address shall be deemed to be his/her chosen *domicilium citandi et executandi* for the purposes of acceptance of any notices or legal process arising from a breach of the rules of the auction.
10. Upon registration, bidders are required to pay a refundable deposit determined by the auction house and/or auctioneer from time to time payable with the following acceptable methods as no cash can or will be accepted by the auction house and/or auctioneer at the auction business site due to security reasons:
 - (a) electronic transfer
 - (b) cash deposit
 - (c) credit/debit card
11. Deposits will only be refunded to the bidder if they have not bought any goods and/or lots on auction according to the vendor roll. Original proof of the bidder's banking details is required to process the bidder's refund. All refunds are done by Electronic Transfer only.
12. Deposit refunds may take up to 14 (fourteen) days to reflect into the bidders banking account and is dependent on the various banking systems of each banking institution.

5. ONLINE AUCTIONS

1. The auction house reserves the right to exclude any bidder from any online transaction and/or block any registration of a bidder where the bidder has breached or threatens to breach these terms and conditions and/or engages in any behaviour which the auction house in its sole discretion regards as likely to have an adverse effect on the conduct of the online transaction or the reputation of the auction house.
2. The auction house reserves the right in its sole discretion to exclude goods and/or lots from offers and to refuse acceptances, bids or offers as well as to discontinue online transactions or related services altogether at any time and/or from time to time, on the auction site.
3. The auction house shall transmit all information in connection with the registration, posting of an offer/bid/acceptance and offers/listing of goods and/or lots to other bidders in any part of the world in the form and to the extent suitable for the execution of an online transaction.
4. All data produced or transmitted in connection with the execution of an online transaction on the auction site or in connection with the use of the online bidding system at or in relation to the auction house may be stored, used and transmitted as described in auction house's privacy policy.
5. Bidders undertake that information concerning other bidders, their employees, contractors and/or employees obtained by virtue of an online transaction shall not be used for sending unsolicited commercial messages or for any other purposes other than participation in online transactions or use of the auction site.
6. Bidders also agree that usage of any such information shall be strictly in accordance with applicable laws and regulations, including, without limitation, data protection and privacy laws.

7. Any price indicated on the auction site or agreed in an online transaction is stated exclusive of value added tax ("VAT"), other applicable sales tax and/or purchaser commission, if applicable.
8. Bidders are responsible for procuring and maintaining their network connections and telecommunication links from their systems in order to use the auction site and services. All communications and content sent from the system of the bidder to the auction site must be for lawful purposes.
9. Bidders are strictly prohibited from using the auction site for any of the following:
 - (a) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
 - (b) to send, use or re-use any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of any law or third party rights or is otherwise injurious to third parties; objectionable or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailing or spam;
 - (c) to offer, sell, bid for or buy any items which are illegal or infringe any third-party rights (including intellectual property rights) or
 - (e) to cause annoyance or inconvenience.
10. Bidders are expressly forbidden from any form of bid manipulation, including collusion or bidding on goods and/or lots that they themselves or a party affiliated with them are selling in an auction.
11. Bidders may not bid under a false name or as agent for a person who would itself be prohibited by these terms and conditions.
12. In conjunction with the other obligations set out in these terms and conditions, each bidder acknowledges and agrees that by placing a bid in an auction or making an offer, it represents, warrants and undertakes that it has the authority and capacity to enter such a bid or make such an offer and close the transaction and that any bid that it makes constitutes an irrevocable offer to buy the goods and/or lots in question for the full amount.
13. The auction house may, at its discretion, charge a purchaser commission or other service charge on goods and/or lots sold (including any applicable VAT or the equivalent or similar sales taxes in the relevant jurisdiction at the current rate). All such charges will be indicated on the relevant notice to a purchaser and/or the auction brochure. If charged, the purchaser commission shall be collected directly from each successful purchaser, in addition to the purchase price as bid on auction.

6. BIDDER'S INSPECTION

1. In accordance with regulation 32 of the CPA, a notice containing various particulars will be attached to a vehicle at all times when the vehicle is available for inspection by bidders:
2. Unless specifically specified, all goods/lots are sold with no duty to repair. The auction house and/or the seller shall not be responsible and/or required to repair any damaged goods and/or lots. All bidders must inspect and be satisfied with the condition of all goods and/or lots sold by the auction house and on the auction site. A bid shall be taken as proof that the bidder has inspected the goods and/or lots and has satisfied itself with the condition of the goods and/or lots for which it bids.

7. AUCTION PROCEDURE GENERALLY

1. The auctioneer conducts the auction as an agent, on behalf of the auction house, and accepts no liability whatsoever. In the event of any disputes as to the identity of the highest bidder, the auction house may re-auction the goods or lots concerned.

2. Where an absolute or auction without reserve is conducted by the auction house, the auction will be conducted in accordance with the provisions of sub-regulation 20 (18) and 20 (19) of the CPA.
3. A secured party or other lien holder or any individual party 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 for the goods and/or lots by the seller, or the auctioneer, or anyone aiding or assisting, or acting on behalf of the seller, or the auctioneer as the case may be.
4. The CPA permits certain goods and/or lots to be offered with reserve and others offered absolute or without reserve at the same auction, and at the same time, provided non-misleading advertisement make it clear, through appropriate emphasis, which goods and/or lots are offered by each method.
5. The control of the auction shall be conducted by the auctioneer, who has the sole right to regulate the bidding process and control the bid increments as well as the right to withdraw any goods and/or lots, as the case may be, scheduled to be auctioned.
6. No bids will be taken from unregistered persons without bidder numbers and the auctioneer may only sell to registered bidders.
7. Bidders must direct their bids to the auctioneer or official bid assistants. The practice whereby bidders connive, suppress prices or intimidate other bidders is strictly prohibited.
8. Every bid constitutes a firm offer to purchase the goods and/or lots on offer for the amount bid. At the closing time the goods and/or lots are purchased by the highest bidder. A sale for goods and/or lots which will be finally and irrevocably concluded, subject only to such suspensive conditions as may be applicable to any goods and/or lots established by the auction house and/or seller.
9. The purchaser shall be the highest bidder.
10. Subject to any reserve price and acceptance of the highest bid by the auction house and/or seller, the highest bidder, when the auctioneer announces the closing time by the fall of the hammer, or any other customary manner, is the purchaser of the goods and/or lots on auction. Should any dispute arise between two or more bidders regarding the identity of the highest bidder/ purchaser, the auctioneer under the instruction of the auction house may re-auction the goods or lot concerned
11. In the event where the reserve price is not met, and the auction house and/or seller has to accept or decline the highest bid after the completion of the auction. The highest bidder/ purchaser is bound by the Rules of Auction and shall not have the opportunity to withdraw its bid until the seller has confirmed the sale or the stipulated acceptance period has expired.
12. Notwithstanding the provisions above, the auction house and/or seller, reserves the ultimate right, to fix a minimum bid for acceptance and to decline to sell to the highest bidder or any bidder, or even to accept any lower bid, without giving any reasons.
13. The auctioneer, with the approval of the auction house and/or 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 or auction site, either before or during the auction, without giving any reasons and without attracting any liability for such action.

14. No bid may be withdrawn after the fall of the hammer if the auction is subject to a reserve price until the expiry of the confirmation period that is provided for in the Rules of Auction or other conditions of sale, during which time the offer shall be open for acceptance by the auction house and/or seller or his agent and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.

8. GOODS AND/OR LOTS (INCLUDING VEHICLES)

1. In terms of section 55(1) of the CPA, goods are sold “voetstoots”, as is, with no guarantees or warranties; express or implied by the auction house. A bid shall be taken as proof that the bidder has inspected the goods and/or lots has satisfied itself with the condition of the goods for which he or she bids.
2. The goods and/or lots are sold subject to the condition report/inspection report furnished for the goods specifically supplied for the auction or in a document appended to or alongside the goods. The auction house is only aware of the condition and state of the goods and/or lots as they are and as disclosed to or by the auction house and does not give or make any warranties or guarantees or representations in regard to the condition or state of any goods and/or lots, save for the representations in regard to the aforementioned reports.
3. The auction house has no knowledge of the condition or state of the goods and/or lots which accedes the above and accordingly shall not be held liable in any way for the condition or state of any goods and/or lots of which the auction house is unaware or cannot reasonably have knowledge of including any errors in the description of any of the goods and/or lots.

Unless specifically specified, all goods and/or lots are sold with no duty to repair. The auction house and/or the seller shall not be responsible and/or required to repair any damaged goods and/or lots.

4. In the event that the purchaser purchases more than one good and/or lot, the purchaser shall liable to pay for all goods and/or lots bid on.
5. In the case of vehicles or other goods and/or lots requiring the completion and delivery of documents by the seller or any third party, the auction house shall not be obliged to deliver such goods and/or lots to the purchaser until the relevant documents, duly signed and completed, have been delivered to the auction house.
6. Risk in and to the goods and/or lots shall pass to the purchaser at the closing time even if the goods continue to remain at the auction business site or storage facility of the auction in particular for any shortages or damage which may occur to the goods and/or lots.
7. The purchaser must remove its goods and/or lots within 48 (forty-eight) hours of the announced period of the relevant auction or storage fees of R 250.00 (Two Hundred and Fifty Rand) per day will be charged. All storage fees, if applicable, must be paid before the goods and/or lots will be released.
8. No goods and/or lots will be permitted to be removed during the auction sale. Goods and/or lots will only be permitted to be removed from the auction business site or storage facility of the auction house during normal business hours and stipulated in the Conditions of Sale.
9. The purchaser agrees that as the goods and/or lots will not actually be physically delivered to the purchaser, the purchaser shall be responsible for all costs of delivery. It is the duty of the purchaser to remove goods and/or lots from the auction business site and/or storage facility within the announced period at the relevant auction.
10. The purchaser shall not be entitled to cancel the sale as a result of timeous non-collection of the goods or failure to sign any required documents.

11. Goods and/or lots may only be removed from the auction business site by a third party if they have a signed letter of consent from the purchaser, and a certified copy of the purchaser's ID.
12. No goods and/or lots may be repaired in the auction house's yard or at the auction business site.

9. VEHICLES SPECIFICALLY

1. There are vehicles which are sold with a reserve price. Should the reserve price of a vehicle not be met, the purchaser, at the closing time, will be notified by the auctioneer that the vehicle is "Subject to Confirmation" (STC) by the auction house and/or seller. STC vehicles will be confirmed within 24 to 72 hours after the auction.
2. All vehicles which are auctioned have Codes, which are described as follows:
 1. Code 2 widely described as a "Used Vehicle", can be in a damaged and non-running state
 2. Code 3 widely described as a "Rebuilt Vehicle", can be in a damaged and non-running state
 3. Code 4 is a "Permanently Demolished Vehicle". This vehicle may only be purchased for parts and cannot be repaired or driven.

10. FINANCIAL ARRANGEMENTS

1. Once goods and/or lots have been sold to the purchaser without reserve or confirmed by the seller in an auction with reserve, the sale of the goods and/or lots is irrevocable and cannot be withdrawn. The purchaser is immediately liable, at the closing time, for all fees, charges and/or purchaser commission to be paid to the auction house.
2. The purchaser shall be liable for the settlement of purchases of goods and/or lots failing which the auctioneer or the seller, reserves the right to obtain the relief it is entitled to, including the amount to be paid, interest if applicable, legal costs and collection costs.
3. The purchaser shall not be entitled to take delivery of any goods and/or lots until payment of the full purchase price of all goods and/or lots purchased on auction have been made to the auction house and the purchaser is in possession of an invoice from the auction house stating same.
4. Where necessary and when applicable, a purchaser requiring third party finance, shall be required to obtain pre-approval of the third-party finance to the value, or exceeding the value, of the goods and/or lots purchased on auction. In the event of a delay occasioned to obtaining third party finance by the purchaser, the purchaser shall be liable for all fees and claims stipulated in the Rules of Auction.
5. All payments must be made in South African ZAR currency, into the specific account nominated by the auctioneer for each auction and provided to the purchaser.
6. In accordance with money laundering regulations and in the interest of security, the auctioneer and/or the auction house does not accept cash at its auction sites. Cash deposits must be made at the bank and proof thereof must be sent to the auction house. Cash payments shall attract a cash deposit fee determined by the auctioneer from time to time.

7. Any purchase price indicated on the auction site or agreed in an online transaction is stated exclusive of value added tax ("VAT"), other applicable sales tax, a documentation fee levied by the auction house and/or purchaser commission, if applicable. A Purchaser in a transaction shall be responsible for paying any VAT, other taxes, documentation fee and/or purchaser commission which may be due on amounts owed by the purchaser under these Rules of auction in the applicable jurisdictions at the rates prevailing at the date that the transaction is concluded.
8. The auction house shall continue to hold a lien over all goods and/or lots sold on auction until payment of the full purchase price of all goods and/or lots are paid for by the purchaser to the auction house.
9. The auction house shall not be liable to the purchaser for any losses or damaged suffered by the purchaser as a result of the termination and/or cancellation of an auction sale by the seller of any goods and/or lots.
10. Should the bidder/purchaser default in terms of payment for goods and/or lots purchased on auction and/or default in terms of any other provision of these Rules of Auction, a forfeit fee not exceeding 10% of the full purchase price for the goods and/or lots purchased by the purchaser or the total costs of advertising and conducting the auction, including any additional costs that may have been reasonably incurred in accordance with regulation 21(2)(l) of the CPA, whichever is the lesser will be charged by the auction house to the bidder/purchaser. In such an event of default by the bidder/purchaser, the refundable registration deposit will be retained and used to set-off the forfeit fee or part thereof if the fee is lesser. Should the retained refundable registration deposit be greater, the difference will be refunded to the bidder/purchaser.
11. The auction house shall be entitled to re-sell/re-auction all goods and/or lots which are not paid for, in part or full, by the purchaser. Should the purchaser default in terms of payment for goods and/or lots purchased on auction and should the auction house elect to re-sell/re-auction the goods and/or lots previously purchased by the purchaser, the purchaser shall be liable to pay the auction house, as pre-estimated liquidated damages, the negative difference between the sale price of the previously purchased goods and/or lots of the purchaser and the net sale price (after deduction of purchaser commissions, documentation fees and all other applicable fees and/or seller commission) of the re-sold/re-auctioned goods and/or lots.
12. Should the auction house and/or seller reject the purchaser's offer or default for whatever reason, the purchaser will not be charged any fee or commission, and where such fee or commission has already been paid by the purchaser, such fee or commission will immediately be refunded to the purchaser, including the refundable registration deposit. The parties shall have no further obligations under these Rules of Auction thereafter.

11. FICA

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

12. SALE AND PURCHASE

1. Both the seller and the purchaser unconditionally accept that the auction house has no involvement in the offering, description or sale of the goods and/or lots that the auction house's role is merely to facilitate the auction and therefore the auction house cannot accept any return of goods and/or lots for any reason whatsoever.

13. LIMITATION OF LIABILITY AND DISCLAIMER

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

14. BREACH / CANCELLATION

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

15. GENERAL

1. All Rules of Auction shall be governed by and construed in accordance with the laws of the Republic of South Africa.
2. For purposes of legal proceedings or delivery of goods and/or lots, where applicable, the bidder and/or purchaser shall be deemed to have nominated as his/her domicilium citandi et executandi the address recorded by him or her in the bidders record upon registration.
3. The purchaser consents to the jurisdiction of the Magistrate's Court but agrees that the seller and/or the auction house shall be entitled to institute proceedings in the High Court. Should proceedings be instituted against the purchaser for whatsoever reasons, the purchaser agrees to pay all of the legal costs of the seller and/or the auction house on an attorney own client scale.
4. No provision of the Rules of Auction (including, without limitation, the provisions of this clause) may be amended, substituted or otherwise varied, and no provision may be added to or incorporated in this agreement, except (in any such case) by an agreement in writing signed by the duly authorised representatives of the parties.
5. Any relaxation, indulgence or delay (together "Indulgence") by either party in exercising, or any failure by either party to exercise, any right under the terms and conditions shall not be construed as a waiver of that right and shall not affect the ability of that party subsequently to exercise that right or to pursue any remedy, nor shall any indulgence constitute a waiver of any other right (whether against that party or any other person).

6. Except where expressly provided to the contrary in the Rules of Auction, these Rules of Auction constitute the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of the Rules of Auction.
7. The Rules of Auction may be executed in any number of identical counterparts, all of which when taken together shall constitute one agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the parties shall constitute a full original of the agreement between the parties for all purposes.
8. These Rules of Auction may be executed in two or more counterparts and by any electronic means, each of which shall be deemed an original but all of which together shall constitute one and the same agreement between the parties.
9. Any signature (including any electronic symbol or process attached to, or associated with, these Rules of Auction which are adopted and/or accepted by a bidder/purchaser with the intent to sign, authenticate or accept such Rules of Auction) shall have the same legal validity and enforceability as a manually executed signature.

NOTICE TO BIDDER/PURCHASERS SECTION 45 OF CONSUMER PROTECTION ACT: AUCTIONS

An extract of Section 45 of the Act appears below:

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 anyone one person on behalf of the owner or auctioneer, as the case maybe, 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 sub-section has been violated.
6. The Minister may prescribe requirement 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.