



Amandla property practitioners T/A Amandla Auctioneers
Company registration nr: 2020/633606/07
137 Kenneth Road, Randfontein, Gauteng
082 464 0173 / 0798967374
email: wian@wianfourie.com
website: www.auctionamandla.com

AUCTIONEERES, ESTATE AGENTS & BROKERS

RULES OF AUCTION

DATE OF AUCTION:	
TYPE OF AUCTION:	
PLACE OF AUCTION:	
TIME OF AUCTION	
NAME AND CONTACT DETAILS OF AUCTION HOUSE:	AMANDLA AUCTIONS
NAME AND CONTACT DETAILS OF AUCTIONEER:	WIAN FOURIE – 082 464 0173

1. Auctions are/can subject to a reserve/upset price
2. The sale by the auction is subject to reserve prices as imposed by the auctioneers principal or owner. A notice has been posted in this regard advising the bidders and consumers that the auction is subject to reserve prices in compliance with section 45 (4)(a) of the Act
3. The rules of this auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 (The Act”) and the regulations thereto
4. The following provisions are brought to the consumers and the bidders attention: Section 45 subsection 1, 2 and 3 of the Act provides that:
 - a. In this section, “auction” include the sale of 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
 - b. When goods are put up for the sale by the auction in lots each lot is unless there is evidence to the contrary regarded to be the subject of a separate transaction
 - c. 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 it is made a bit may be retracted.



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5. A buyer making this highest accepted a bid for a lot shall become the purchaser immediately should such lots have been knocked down to him. Should there be any dispute whatsoever over, or in respect of any lot the auctioneer shall be entitled to, settle such dispute at his sole discretion which shall include, but not be limited to the absolute discretion to re-sell such lot or declare any better to be the purchaser. No party shall have claim for damages of any nature in this event of the auctioneer settling any dispute. The auctioneer's decision is final and binding on all the buyers. All bidders must register prior to bidding; A bid taken from an unregistered person will be invalid.
6. The auctioneer, the owner, or the agent of the owner shall be entitled to bid up to the reserve price on behalf of the owner, but shall not be entitled to make a bid equal to or exceeding the reserve price if no bid equals or exceeds the reserve price, the lot may be withdrawn from the auction. A notice has been posted in this regard advising the bidders and customers that the auctioneer, the owner, or the agent of the owner shall be entitled to bid up to the reserve price in compliance with section 45 (4)(b) of the Act. The seller shall be entitled to instruct the auctioneer to accept any lower bid
7. All vehicles and all other assets are sold separately as contemplated in section 45 of the Consumer Protection Act 68 of 2008 subject to the seller's own right to reserve prices, upset prices and/or bid on each lot
8. The auctioneer is not liable in any way for any defects, failures, or hazards or in any offered or auctioned goods (lots). All lots are auctioned or offered as they are (voetstoots).
9. In making a bid, a bidder shall be deemed to have made himself fully acquainted with the goods in the lot for which he bids. All lots of vehicles and/or assets are open for inspection and we kindly request that all viewing and inspection be done prior to the auction as neither the auctioneer, the auction house, nor the seller accept any responsibility for the repair or maintenance of any goods sold at the auction
10. During the auction, the auctioneer shall announce the reason for the auction unless that reason is the normal and voluntary disposal of goods by the owner
11. The auction will commence at the published date and time and will not be delayed to enable any specific person or more persons in general to take part in the auction
12. The auctioneer does not guarantee the odometer reading on any of the lots sold, and auction house has no duty to repair
13. The auctioneer sells each lot as per the year of first registration as per certificate of registration in respect of motor vehicle (National Road Traffic Act 1996).
14. All vehicles and/or other lots sold exclusive of VAT + 10% Commission. In other words if the bid price is 100000 plus 10% plus VAT must be added (R100000 plus 10% commission plus VAT at 15% equals R126 500.00)



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15. All lots sold on auction will be sold with a buyers commission as stipulated by the auctioneer, such buyers commission will be subject to VAT at 15% buyer's commission. This may vary from a lot to lot and will be announced by the auctioneer
16. All vehicles or lots are sold excluding documentation fee. The documentation fee may vary from auction to auction this documentation fee is publicized excluding VAT.
17. All accounts must be paid by bank guarantee cheque or electronic bank (EFT), forthwith, at the conclusion of each day's sale, in default of which, the unpaid-for lots made at the auctioneer sole discretion be re-sold and the defaulters shall be liable for any shortfall and any other costs relating to the resell. Ownership of the goods sold vests in the auctioneer's principle until payment in full has been made. Cheque tendered will not be regarded as payment until actually paid by the drawer banker
18. The auctioneers vendor role of sale is final and binding on all buyers.
19. The auctioneer reserve the right to regulate the building, to withdraw any lot from the sale as instructed by the seller prior to commencement of building thereon. On certain lots settler's reserve the right to sell the specific not subject to confirmation (STC) and the seller's (final institution, curator and/or Liquidator, trustee and/or owners) will have 48 hours within which to confirm the sale, decline the offer, or negotiate any other suitable terms with the highest bidder. In terms of the rule of the Master's Office this process is regarded as a continuation of the original auction process and any sale thus concluded shall be deemed as a sale by auction
20. No but may be withdrawn after the Fall of the Hammer until the expiry of the confirmation period. The purchaser's offer shall remain open for acceptance by the seller or by the auctioneer on behalf of the seller until expiry of the confirmation. (Maximum 7 days)
21. All prospective bidders have to register prior to bidding for any lot on the auction sale, failing which a bid will not be accepted
22. Every prospective bidder must read the conditions of sale and must not bid unless he or she had done so
23. No lots can be sold subject to finance and such a bid will not be accepted, so as to prevent disappointment kindly arrange finance prior to auction
24. All lots bid on must be paid within 30 minutes of the auction. Failure to do so can result in the cancellation of the lot bid and the bidder being liable to the auctioneer for payment of 10% of the bid price, or the cost of advertising and holding the auction whichever is the higher
25. The bidder's record and a vendor's roll are available for inspection during normal business hours without the charge of a fee
26. A R10 000.00 (ten thousand rand) refundable deposit must be paid for each individual registration, BUT will be forfeited if a purchase is not paid for. Goods are sold "VOETSTOOTS". All regulations are subject to the Financial Intelligence Act



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27. It is compulsory that all bidders are required to present the following documentation in order to register at our auctions:

- a. Identity document original or certified
- b. Utility bill addressed to your physical address no older than 3 months
- c. In the event of your bidding on behalf of a Company, Trust or close corporation in your capacity as director, trustee or member, you will be required to submit a letter on the entity's official letterhead authorising you to bid, sign all necessary documents and effect transfer on behalf of the entity. This must also be accompanied by a certified copy of the resolution by the directors trustees or members of the entity authorising you to do so

3.1 copy of the entities FICA documents as well as COR registration documents

3.2 VAT registration certificate

- d. A special Power of Attorney is required, should you be bidding on behalf of another person. This power of attorney must be expressly authorised you to bid on behalf of him/her and must include a certificate of copy of his/her Identity Document and proof of that person's residential address, not being older than 3 months
- e. Income tax reference number and proof of marital status

28. No cash will be accepted on the premises of the auction house. If cash is paid into the auctioneers account a 1.5 cash handling fee will be levied on the purchase price
29. Payment to be made by Bank Guarantee cheque or electronic bank transfer (EFT) into the accounts set out from a recognised financial institution
30. All rules of auctions and regulations of the Consumer Protection Act 68 of 2008 can be accessed on our website at....
31. The risk in any goods sold, shall pass to the purchaser immediately when such groups have been knocked down to the purchaser. The purchaser acknowledges that the auctioneer will secure the groups in the same way as any other goods under his control and is not liable in any way for any damage to, or shortfall in, the goods or any goods stolen or destroyed before the purchaser takes delivery of the purchased goods
32. The purchaser shall remove the purchased goods at his sole risk and cost and shall be liable to pay storage costs to the auctioneer, if goods are not removed within 48 hours of sale
33. Should legal proceedings be instituted, the auctioneer may in his sole discretion do so, in his own name or that of the auction house. The bidder shall be liable for all costs, charges and expenses of every nature whatsoever, including without limiting the generality of the foregoing, legal costs on the scale as between attorney and own client, disbursements and collection commission, which may be incurred by the auctioneer and/or the seller in enforcing its rights, against the bidder arising out of these rules of auction (including a breach of the rules of the auction by the bidder), irrespective of whether any legal action is instituted
34. Should the purchaser not comply with any of these conditions, the auctioneer shall in addition to any other damages, be entitled to recover from such purchaser, any loss arising from re-sale of any goods, together with the charges and expenses in respect of both sales and any deposit held by the auctioneer, shall be forfeited



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35. Every purchaser shall be deemed to act as principal unless the auctioneer has confirmed to him in writing in a letter of authority prior to the auction, that he is aware that the purchaser act as an agent for another named person. The provisions herein shall continue to apply to anyone signing these terms as an agent for another
36. The purchaser selects as his address of service for all purposes in terms thereof the address is given during registration
37. The above terms and conditions constitutes all the rules of the auction and from the agreement between the auctioneer and the purchaser
38. No variation of rules of auction, novation or consensual cancellation nor any waiver of any portion thereof shall be of any force to effect unless reduced to writing and signed by both parties
39. No member of staff have any rights whatsoever to make representations, on behalf of the auction house, or to bind the auction house in any way whatsoever, unless such representation is agreed to in writing by one of the directors of the auction house. No warranties or representations whatsoever shall be of any force or effect, or be binding on the auctioneer unless given in writing and signed in a letter of authority by the directors of the auctioneers house. All goods sold, or auctioned or offered are specifically without any warranties whatsoever
40. Each rule contained herein is severable. In the event that any rule of auction is found by a Court or Tribunal of Competent jurisdiction to be unenforceable for any reason, the remainder of the rules shall continue to apply and be of Full Force and effect

The auctioneer hereby certify that the rules of auction, to the best of his knowledge meet the requirements of the regulations of the Consumer Protection Act 68 of 2008

SIGNATURE (INDIVIDUAL / DIRECTOR)

WITNESS

DATE

SIGNATURE (INDIVIDUAL / DIRECTOR)

WITNESS

DATE

SIGNED BY TH AUCTIONEER ON THIS _____ DAY OF _____ 20____

WIAN FOURIE