



AUCTION RULES AND PROCEDURES

RESIDENTIAL / INDUSTRIAL / COMMERCIAL

1. The rules of the auction meet the requirements of the Consumer Protection Act, Act 68 of 2008 (“the Act”) to the best of the Auctioneers knowledge.
2. The property will be sold subject to reserve to the highest bidder and subject to confirmation by the Seller who has 3 calendar days to accept or reject the offer.
3. The auction is subject to the control of the Auctioneer who has the sole right to regulate the bidding.
4. Auctions commence at 11h00 or otherwise advertised or announced by the Auctioneer.
5. A prospective bidder cannot participate in the Auction if not registered as a bidder. The registration process includes:
 - (i) copy of the prospective bidder’s identity;
 - (ii) proof of residence;
 - (iii) contact details;
 - (iv) payment of R _____ registration fee and;
 - (v) full signature of these Rules and Procedures prior to the commencement of the auction.
6. All registered bidders must thoroughly inspect the property and read the offer to purchase (“the Sales Contract”) before the start of the Auction and must only bid unless he or she has done so.
7. Bidding shall be in increments of South African Rands.
8. The VAT status of the property will be read out on auction day.
9. The Auctioneer or his/her agent shall be entitled to bid up to the reserve price on behalf of the Seller, but not be entitled to make a bid equal to or exceeding the reserve price.
10. Any error by the Auctioneer shall be entitled to be corrected by him/her.
11. A person attending the Auction on behalf of another, must produce a letter of authority expressly authorising him, in compliance with the provisions of regulation 26(3) of the CPA, to bid on behalf of that other person. Where a person is bidding on behalf of a company, the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorizing him or her to bid on behalf of the company.
12. In the event of any dispute between the bidders, the Auctioneer’s decision shall be final and binding.
13. Bidders will be able to ask questions regarding the auction procedure and/or the property for sale prior to the auction.
14. The Purchaser shall not be held liable for any arrears unless otherwise stipulated in the Sales Contract.
15. Every bid shall constitute an offer to purchase the property for the amount bid, which the Seller or the Auctioneer may accept or reject in their absolute discretion. The Seller and the Auctioneer are entitled to withdraw the property from sale prior to acceptance by the Seller.
16. If no bid equals or exceeds the reserve price, the property may be withdrawn from the auction. The Seller shall be entitled to instruct the Auctioneer to accept any lower bid.

17. The Seller has 3 calendar days ("Confirmation Period") to accept or reject the offer. No bid may be withdrawn after the fall of the hammer and the Purchaser's offer shall remain open for acceptance by the Seller or the Auctioneer on behalf of the Seller until expiry of the confirmation period.
18. The sale shall be deemed to be a sale for purposes of the Act.
19. The Purchaser hereby nominates Empire Auctions Properties (Pty) Ltd as its agent for the purpose of receiving and accepting notification of acceptance of this offer.
20. Should the Seller reject the Purchaser's offer, the Auctioneer will repay to the Purchaser any deposit and commission paid to it in terms of the Sales Contract within a reasonable time.
21. In the event of the sale requiring the consent of any statutory authority or any court of law, then this auction sale is subject to the granting of such consent.
22. Upon signature of the Sales Contract by the Purchaser, the Purchaser will pay to the Auctioneer over and above the bid price, Auctioneer's commission equal to 10% (ten per centum) of the bid price thereon. Such commission paid to Empire Auctions is non-refundable upon acceptance of the Sales Contract by the Seller.
23. The 10% (ten per centum) Auctioneer's commission shall be paid on the fall of the hammer in order to secure the bid.
24. The balance of the full purchase price of the property must be paid by the Purchaser by way of bank guarantees acceptable to the Seller, within 30 (thirty) calendar days after acceptance of the Sales Contract by the Seller or the Auctioneer.
25. Section 45 (1) to (4) of the Act are brought to the registered bidders' attention: "Auctions 45. (1) In this section, "auction" includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction. (2) When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction. (3) A sale by auction is complete when the Auctioneer announces its completion by the fall of the hammer, or in any other customary manner, and until that announcement is made, a bid may be retracted. (4) Notice must be given in advance that a sale by auction is subject to – (a) a reserved or upset price; or (b) a right to bid by or on behalf of the owner or Auctioneer, in which case the owner or Auctioneer, or any one person on behalf of the owner or Auctioneer, as the case may be, may bid at the auction."
26. Section 55 (1) expressly states that the cooling off period does not apply to goods bought on auction: "Consumer's rights safe, good quality goods 55. (1) this section does not apply to goods bought at an auction, as contemplated in Section 45."

Address of Property on Auction: _____

I/We _____

I.D. _____ Contact Number _____

I/We hereby acknowledge that I/we accept the auction procedure and the terms and conditions set out herein.

Signature

Date