

## TERMS AND CONDITIONS

1. The Consumer Protection Act, Act 68 of 2008 (“the Act”) will be applicable and section 45 is quoted below

### “Auctions :”

- (1) In this section “auction” includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction.
- (2) When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.
- (3) A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer or in any other customary manner, and until that announcement is made, a bid may be retracted
- (4) Notice must be given in advance that a sale by auction is subject to –
  - (a) a reserved or upset price or
  - (b) a right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, or any one person on behalf of the owner or the auctioneer, as the case may be, may bid at the auction.
- (5) Unless notice is given in advance that a sale by auction is subject to a right to bid by or on behalf of the owner or auctioneer –
  - (a) the owner or auctioneer must not bid or employ any person to bid at the sale.
  - (b) the auctioneer must not knowingly accept any bid from a person contemplated in paragraph (a) and
  - (c) the consumer may approach a court to declare the transaction fraudulent, if this subsection has been violated.
- (6) The Minister may prescribe requirements to be complied with by an auctioneer, or different categories of auctioneering, 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

## 2. Conditions of Sale

- a) The Conditions of Sale for each auction will be unique. We will provide the Conditions of Sale applicable for each auction conducted by us on this website to a prospective bidder and by his/her participation in the auction conducted by us on this website he/she agrees to be bound by those Conditions of Sale as well as these Terms and Conditions including the Rules of Auction. We act as an auctioneer and we make the sole, final determination with respect to bidding, the sale of the property and the resolution of any disputes.
- b) By taking part in an auction every user confirms that they read the Conditions of Sale and users must not bid unless he or she has done or has satisfied him or herself as to the conditions that apply to the auction.
- c) The Conditions of Sale will be signed by the highest bidder being the purchaser, immediately after the end of the auction and must be duly initiated on each page and signed in full on the last page, by the purchaser, duly attested by 2 witnesses and returned to PJC Attorneys within 24 hours.
- d) The purchaser's offer in respect of the property being auctioned, shall only be deemed to have been accepted when the seller or his agent has signed the Conditions of Sale on behalf of the seller in the space provided at the end of the Conditions of Sale.
- e) The purchaser's offer shall remain open for acceptance by the seller until expiry of the confirmation period.
- f) Should the seller reject the purchaser's offer, the auctioneer will repay to the purchaser any deposit and or commission paid in terms of the Conditions of Sale

## 3. Rules of Auction

- a) Anyone that intends to bid at the auction must register his or her identity with PJC Attorneys prior to the commencement of the auction and such

registration must meet the requirements of FICA (Financial Intelligence Centre Act 38 of 2001)

- b) The conduct of the auction is subject to the control of the auctioneer who has the sole right to regulate the bidding procedure
- c) The sale by auction is subject to reserve price, unless specifically stated to the contrary in the Conditions of Sale applicable to the auction
- d) The Sale of the property is non - suspensive and not subject to any feasibility or any other condition required by the buyer.
- e) Auction with Reserve means that the property will be sold to the highest bidder but subject to confirmation by the seller who can accept or reject the offer.
- f) The auction will commence at the published time and will not be delayed for more persons to take part in the auction.
- g) The auctioneer or his agent may 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.
- h) Auctions shall be governed and construed in accordance with the laws of South Africa and subject to the exclusive jurisdiction of the South African Courts.
- i) 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.
- j) 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 than the reserve price put on the property by the seller. If the reserve price is not reached during the auction then PJC Attorneys will have the discretion to make the reserve price known to see if the reserve price is not perhaps reached alternatively to end the auction and thereafter contact the prospective purchasers that came close to the reserve price with the necessary information and to advise them that they can still make further offers within the conformation period.
- k) The property shall be sold to the highest bidder subject to the Auction rules and the Conditions of Sale applicable to each specific sale.
- l) No bid may be withdrawn after the fall of the hammer until the expiry of the conformation period that is provided for in the Conditions of Sale, during which time the offer shall be open for acceptance by the seller or his agent and if the offer is accepted the sale shall be deemed to be a sale by auction.
- m) In the event of the sale requiring the consent of any statutory authority or any court of law, then this auction sale will be subject to the granting of such consent.
- n) A person who bids on behalf of another person (i.e. on behalf of a company, trust, other natural person or legal entity) must produce a letter of authority that expressly authorizes him or her to bid on behalf of that person. Where a

person is bidding on behalf of another entity the letter of authority must appear on the letterhead of the entity and must be accompanied by a certified copy of the resolution, if required, authorising him or her to bid on behalf of the entity. These documents must be provided to PJC Attorneys during the registration process.

- o) Records of the live auction (including the names of the bidders) will be made available for inspection at the office of PJC Attorneys , during normal business hours, free of charge. PJC Attorneys will keep a record of all the required information as prescribed by the law.
- p) In the event of any dispute between the bidders the decision of the auctioneer shall be final and binding
- q) Any error by the auctioneer shall be entitled to be corrected by him upon discovery.
- r) Our failure to enforce any right or provision of these Terms and Conditions will not be considered a waiver of those rights. If any provision in These Terms and Conditions is held to be invalid or unenforceable by a court, the remaining provisions of these Terms and Conditions will remain in effect.
- s) Use of this website and any of the services and or information provided on this website is at the user's own risk. PJC Attorneys accepts no liability relating to any loss, expense, claim or damage whether direct or indirect arising from the use of this website and or any of the services and or information provided on this website.PJC Attorneys accepts no responsibility for any omissions or errors on this website.
- t) These Terms and Conditions constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have regarding our Service.
- u) The successful bidder will be required to pay the deposit as stipulated in the Conditions of Sale immediately.
- v) The purchaser will be liable for and pay the auctioneer's commission as stipulated in the Conditions of Sale, which commission shall be payable into the trust account of the auctioneer upon the seller signing the Conditions of Sale as as acceptance of the purchaser's bid.
- w) These Rules of Auction and the Conditions of Sale applicable to an auction will be made available to the general public at least 24 hours prior to the auction on this website.
- x) The auction will be advertised in compliance with the Consumer Protection Act, Act 68 of 2008 and in such a manner that the general public had a reasonable opportunity to become aware of the auction, the property on offer and the Rules of Auction and Conditions of Sale applicable to the auction.
- y) No "Ringing" shall be permitted and if the auctioneer suspects the bidders are involved in such activity, he shall be entitled to suspend or terminate the auction, or to prohibit those bidders suspected of such activity from making any further bids. In this context ringing is defined as a group of buyers

- participating on an auction who collude not to bid against one another in order to keep the auction price low.
- z) The auctioneer may, without penalty or prior notice, withdraw any property on auction at any time before the sale thereof or during the auction.
  - aa) You may not register and with us if you are not able to form legally binding contracts or if you are under the age of 18.
  - bb) Your use of the the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. PJC Attorneys does not warrant that the Service will function uninterrupted , secure or available at any particular time or location, the Service is free of viruses or other harmful components, that the result of using the Service will meet your requirements.
  - cc) The property will be sold “Voetstoots” and “AS IS – WHERE IS”. It is the bidder’s responsibility to perform an inspection of the property prior to the auction.
  - dd) If the purchaser is in default, a penalty fee of 10% of the purchase price or the total costs of advertising, conducting the auction and including additional cost incurred, whichever is lesser will be payable by the purchaser. The deposit paid by the purchaser may be used to settle this penalty fee and the balance will be refunded to the purchaser. This penalty fee is over and above any amount due by the purchaser in terms of the Conditions of Sale applicable to the specific auction.
  - ee) In no event shall PJC Attorneys or its affiliates be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, goodwill, data or other intangible losses resulting from, (i) any conduct or content of any third party on the Service, (ii) your access to or use of or inability to access or use the Service, (iii) any content obtained from the Service, and (iv) unauthorized access, use or alteration of your instructions, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage and even if a remedy set forth herein is found to have failed of its essential purpose.
  - ff) PJC Attorneys makes no presentation or warranty as to the accuracy, completeness or reliability of any information obtained from or supplied on this website.
  - gg) The auctioneer conducts the auction as an agent for the seller and accepts no liability and in the event of any dispute the seller and purchaser will have claims against each other, unless the dispute is because of the auctioneer’s negligence.
  - hh) You are responsible for safeguarding your registration number that you use to access the Service and for any activities or actions under your registration number.
  - ii) You agree not to disclose your registration to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your registration number.

- jj) This Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of fitness for a particular purpose, non – infringement or course of performance.
- kk) PJC Attorneys makes use of a trust account into which all money will be paid for the benefit of the seller, minus commission payable to PJC Attorneys in terms of the Conditions of Sale that apply to the auction.
- ll) PJC Attorneys has no control over third-party websites whos's links may appear on on our Service and has no control over, and assumes no responsibility for, content, privacy policies, or practices of any third-party websites or services
- mm) The Intellectual Property Rights in this website, the services provided and its original content, features and functionality belong to PJC Attorneys and will remain the exclusive property of PJC Attorneys. This website, the content thereon and any Intellectual Property Rights therein, may not be copied, distributed, published, used or reproduced in any way without the prior written consent from PJC Attorneys.

**Contact Us** if you have any questions about these terms