



## RULES OF THE AUCTION FOR ONLINE AUCTIONS

### (Terms and Conditions of Sale in Respect of Immovable Property)

#### Auction with Reserve

##### General

1. Online auctions are sales transactions that result from a competitive bidding process conducted by a qualified and registered Auctioneer via the internet.
2. Online bids are dependent on the bidder's internet connection, hardware and/or software and Marietjie Keet Auctioneers shall not be liable for any unsuccessful bids that were not received within the time frame of the online auction due to poor connection or unforeseen circumstances.
3. The Auctioneer shall have the right to control, regulate and record the auction. The recording of the auction shall be *prima facie* evidence of the auction proceedings.

##### Registration

4. Prospective bidders MUST, before he/she is entitled to bid:
  - (i) inspect the property beforehand by contacting the Auctioneer to arrange for such inspection;
  - (ii) read and understand the *Offer to Purchase*;
  - (iii) comply with all FICA requirements; and
  - (iv) register on the website and obtain a bidding number before the bidding starts.

##### No "cooling off"

5. In terms of the *Consumer Protection Act 68 of 2008*, the **"cooling off period"** does not apply to goods bought on auction. Once a registered Buyer has placed a bid, his/her bid cannot be retracted or cancelled.
6. If you are **married within community of property**, you must ensure that your spouse is present to sign the offer to purchase, should you be the highest bidder.
7. A person who registers to bid on behalf of another person, a company or a CC, must produce a letter of authority or resolution that authorises him/her to bid on behalf of that person or entity. A trust must already be registered and in possession of a *Letters of Authority of the Master of the High Court*.

##### Advertised time and lot details

8. All online auctions will commence and terminate exactly as per the advertised time.
9. Property details and any corrections (if applicable) will be available on the website prior to the commencement of the online auction and/or during the online auction.
10. The Auctioneer is entitled to correct any bona fide error related to the conduct or conclusion of any sale or arising from any incorrect information relating to the item or property for sale. In the event that the error is not capable of being corrected, then the auction shall be deemed void and no party shall have any claims against the Auctioneer or the Seller arising from the avoidance or cancellation of the auction.

##### Currency and Bids

11. The property shall be sold per rising bid. The currency is South African Rand (ZAR).
12. Every bid (the act of clicking on the bidding button or submitting a bid price by the bidder) shall constitute an offer to purchase for the amount bid.
13. When a registered Buyer places a bid on an online auction lot, and such Buyer is the highest (winning) bidder, such a Buyer enters into a legally binding offer to purchase the property from the Seller.
14. On the acceptance of a successful bid, the Buyer will complete the auction contract, herein after referred to as the *Standard Agreement and Conditions of Sale in Respect of Immovable Property*. Such contract will be sent by e-mail to the Buyer as soon as possible after the online auction ended.

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15. Bidding generally opens at an opening bid and advance in preset increments which are determined for each auction event. Increments are usually in one hundred thousand rands on top of the opening bid, e.g. an

increment of R100,000, R200,000, R300,000, etc. Smaller increments (e.g. R10,000, R20,000, R50,000, etc.) will be announced on the specific auction information sheet. If not, Bidders must contact the Auctioneer at 082 4533 092 before the bidding starts to receive the increments for that specific property.

16. All auctions are **Auctions with Reserve**. In a reserve auction the Seller reserves the right to accept or reject the highest bid over his reserve price. The reserve price has been determined beforehand which means that a reserve price has been set by the Seller and communicated to the Auctioneer.
- 16.1 If the reserve price is met, the auction becomes absolute and the property is sold to the highest bidder and an Agreement of Sale is concluded.
- 16.2 In the event that the highest bid falls short of the reserve price, the auction sale becomes "subject to confirmation" in order to allow the Seller to confirm or reject the highest bidder's offer during the acceptance period. The acceptance period in this instance is 2 (two) business days. Therefore, the Seller will have (two) business days in which to accept or reject the Offer to Purchase (bid below the reserve).
- 16.3 The Offer to Purchase shall be deemed to have been accepted when the Seller signs the Offer to Purchase.
- 16.4 The Purchaser may not alter, amend or withdraw the Agreement of Sale or Offer to Purchase.

#### VAT Status

17. The Seller (the applicable status will be announced on the website):
- 17.1 is a **VAT vendor** which means that VAT at the standard rate will be payable, or
- 17.2 is **not a VAT vendor** which means that normal duties will be payable to the Receiver of Revenue.
18. The bid price does not include Value Added Tax (VAT), if applicable, unless otherwise specified by the Auctioneer. Value Added Tax (VAT) will be calculated on top of the bid price. The Auctioneer's commission plus VAT shall be charged and is payable by the Buyer, unless otherwise stated.

#### Payments

19. The Purchaser shall be liable for the following 3 (three) payments:
- 19.1 The Purchase price (highest bid), payable into the trust account of the Conveyancer appointed by the Seller. Although the Purchaser has 45 (forty five) days to deliver guarantees to the conveyancer, guarantees are only for the convenience of the Purchaser. If the Purchaser does not get a loan at the bank, the Purchaser shall still be liable for payment;
- 19.2 The Auctioneer's commission (calculated at 10% of the purchase price) plus VAT, payable immediately on receipt of a Tax Invoice into the FNB trust account of Minnaar Attorneys; and
- 19.3 Transfer costs at the Conveyancing attorneys (their details will be available on the documents).
20. The **Purchaser shall not be held liable** for any arrears at the municipality, home owners association or body corporate (if applicable).

#### Miscellaneous

21. The Buyer regards these terms and conditions as binding on his/her executors, legatees, heirs, successors in title and or assigned respectively, as specified during the announcements irrespective of whether he/she is present or aware of such at the time the announcements are made.
22. In the case of two bidders placing the same maximum bid, the bid first received through the online system of Marietjie Keet Auctioneers will be deemed the leading or highest bid.
23. It may sometimes be necessary to withdraw a lot from the online sale. The Auctioneer and the Seller reserve the right to do so at any time before the sale thereof or during the auction without penalty or prior notice.
24. The final highest Buyer shall be designated at the end of each auction sale. If a dispute arises between two or more Bidders, the Auctioneer reserves the right to re-open bidding. The Auctioneer's designation of the Buyer shall be final.
25. The Auctioneer is providing services as an independent agent for the Seller only and is not responsible for statements made by other parties.
26. The Auctioneer reserves the right to terminate a Bidder's registration and use of the auction website.
27. The Auctioneer may accept or reject bids in his sole discretion without providing reasons. This would include rejecting an offer previously accepted by the Auctioneer. In the event of a dispute between bidders, the Auctioneer will have the discretion to put the property up for auction again and his/her decision shall be final and binding.

### Communication

28. The Auctioneer uses e-mail and other mailing lists to notify customers about online auctions. If you are receiving a particular mailing and wish to discontinue receiving future mailings, simply forward the received e-mail to the Auctioneer to have your name removed from the list.

### Bidder's Responsibility

29. Bidders are responsible for any bids placed under their bidding number and password. The security of a Bidder's information is their sole responsibility. Bidders will be responsible for any and all bids placed under his/her number. If at any time a Bidder is of the opinion that his/her Bidder number and password have been compromised due to lack of security on the Bidder's part, the Auctioneer must be notified immediately.
30. No "ringing" shall be permitted. If the Auctioneer suspect that the bidders are involved in such activity, the Auctioneer 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 are defined as a group of buyers at an auction who collude not to bid against one another in order to keep the auction price low.

### Breach of Contract

31. If the Buyer breaches any of these Conditions of Sale, he/she shall be liable to pay any cost incurred by the Auctioneer as a result of the breach, including administration costs, storage costs, and legal costs as between the attorney and own client including collection commission.
32. The Buyer chooses his/her *domicilium citandi et executandi* at the address supplied by himself/herself during the registration process.
33. If any dispute arises between the Seller, Purchaser and/or the Auctioneer, the parties agree that such dispute must be referred to and decided by the Arbitration Tribunal ("the Tribunal") established by the Estate Agency Affairs Board (South Africa), as set out in Clause 19 of Marietjie Keet Auctioneers' *Standard Agreement and Conditions of Sale in Respect of Immovable Property*.
34. Any person who registers for any auction held by Marietjie Keet Auctioneers, agrees to all the combined *Rules of the Auction for Online Auctions (Terms & Conditions)* and *Standard Agreement and Conditions of Sale in Respect of Immovable Property* as set out by Marietjie Keet Auctioneers.
35. By accessing this auction site, you agree to accept, without limitation or qualification, all of the rules, terms and conditions of this site as well as the *Standard Agreement and Conditions of Sale in Respect of Immovable Property* and to comply with all applicable laws, statutes, ordinances and regulations regarding the purpose of immovable property in South Africa.
36. Legal action will be taken against anyone violating the terms and conditions of the *Rules of the Auction for Online Auctions* or any other applicable law or regulation. The Auctioneer and respective agents reserve the right to periodically change the terms and conditions of the *Rules of the Auction for Online Auctions* and it is the Bidders' responsibility to periodically review any and all changes made to these terms and conditions prior to each use of this site. By using this site, you agree in advance to accept any such changes.
37. Bidders accept responsibility for and agree to indemnify, defend and hold harmless each Seller and Auctioneer and their employees, governing body, officers, owners, affiliates, subsidiaries, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys' fees and expenses).
38. The Rules of Auction meets the requirements as set out in the *Consumer Protection Act 68 of 2008*.
39. A Bidder's use of this auction website marks his/her acceptance in full of the *Rules of the Auction for Online Auctions (Terms and Conditions for Online Auctions)*.

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