

# CAHi

## A U C T I O N E E R S

SUCCESSFULLY SELLING SINCE 1988

DEPOSIT: \_\_\_\_\_ EFT / CASH

DEPOSIT: REFUNDED / USED AS PAYMENT

FULL NAMES: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ID NO / REG NO: \_\_\_\_\_

VAT REG NO: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

CONTACT DETAILS: (WORK) \_\_\_\_\_

(CELL) \_\_\_\_\_

(FAX) \_\_\_\_\_

(E-MAIL) \_\_\_\_\_

I the undersigned, do hereby confirm the contents of this registration form as true and correct and chose the physical address as supplied herein to be my domicilium citandi et excecutandi. Any person entering the auction premises, will enter same at their own risk. Cahi Auctioneers, it's agents or employees are not responsible for any damages or injuries suffered on the property.

I confirm that I have read and understood the conditions of sale and rules of auction.

DATE: \_\_\_\_\_ 2018

SIGNATURE: \_\_\_\_\_

## **CONDITIONS OF SALE AND RULES OF AUCTION FOR MOVABLE ASSETS AUCTION**

1. THE AUCTIONEER SHALL, AT ANY TIME, HAVE THE RIGHT TO STOP THE AUCTION, OR TO WITHDRAW A LOT, OR LOTS WITHOUT PROVIDING REASONS
2. A **REFUNDABLE REGISTRATION DEPOSIT OF R5 000.00** IS PAYBLE BY WAY OF ELECTRONIC FUNDS TRANSFER. DEPOSITS ARE PAYABLE INTO THE FOLLOWING ACCOUNTS:  
**CAHI AUCTIONEERS, ABSA, BRANCH: 632 005, ACCOUNT: 4053459094, REFERENCE: "NAME & BUYER NUMBER"**  
**CAHI AUCTIONEERS, FNB, BRANCH: 250655, ACCOUNT: 62703122333, REFERENCE: "NAME & BUYER NUMBER" or**  
**CAHI AUCTIONEERS, NEDBANK, BRANCH 198765, ACCOUNT: 1101405015, REFERENCE: "NAME & BUYER NUMBER"**
3. A **BUYERS COMMISSION OF 5% PLUS VAT IS PAYABLE ON ALL ITEMS SOLD AS WELL AS A R2 000 (EXCL VAT) ADMINISTRATION FEE PER VEHICLE.**
4. THE AUCTIONEER WILL ON COMMENCEMENT OF THE AUCTION, ANNOUNCE THE REASON FOR THE AUCTION, UNLESS THE REASON IS THE NORMAL AND VOLUNTARY DISPOSAL OF GOODS BY THE OWNER.
5. ALL GOODS WHICH ARE NUMBERED IN LOTS OR POINTED OUT BY THE AUCTIONEER WILL BE SOLD TO THE HIGHEST BIDDER, WITHOUT RESERVE, OR SUBJECT TO CONFIRMATION AFTER THE SALE.
6. THE AUCTION WILL COMMENCE AT THE PUBLISHED TIME AND WILL NOT BE DELAYED TO ENABLE ANY PERSON TO TAKE PART IN THE AUCTION.
7. 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.
8. INVOICE PAYMENTS ARE TO BE MADE DURING OR IMMEDIATELY AFTER THE SALE BY MEANS OF ELECTRONIC FUNDS TRANSFER ONLY. PURCHASERS MUST SETTLE THEIR INVOICES IN FULL BY NO LATER THAN 3PM ON THE DAY FOLLOWING THE LAST LOT BEING SOLD. GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL FULL PAYMENT HAS BEEN RECEIVED AND OWNERSHIP ONLY PASSES ONCE THE GOODS HAVE BEEN REMOVED.
9. ALL PAYMENTS AND COLLECTION OF E-NATIS DOCUMENTS MUST BE AT THE AUCTION VENUE OR WHICHEVER VENUE THE AUCTIONEER ANNOUNCED. THE PURCHASER OR HIS REPRESENTATIVE MUST SIGN THE NECESSARY CHANGE OF OWNERSHIP DOCUMENTS PRIOR TO ANY DOCUMENTS BEING RELEASED. THE BUYER WILL NOTIFY THE LICENSING AUTHORITY OF THE CHANGE OF OWNERSHIP OF A VEHICLE WITHIN 21 DAYS.
10. NO GOODS MAY BE REMOVED WITHOUT THE CORRECT LOADING DOCUMENTS BEING PRESENTED TO THE AUCTION SITE OFFICER.
11. IF YOU, AS REGISTERED PURCHASER ALLOW A SECOND OR THIRD PERSON TO PURCHASE WITH YOUR NUMBER, YOU WILL, AS REGISTERED PURCHASER BE HELD LIABLE FOR PAYMENT THEREOF FOR YOU ACCOUNT. SHOULD A PERSON ATTEND THE AUCTION TO BID ON BEHALF OF ANOTHER PERSON, THAT PERSON SHOULD PRODUCE A LETTER OF AUTHORITY AS PER THE REGULATIONS.
12. ALL GOODS ARE SOLD AS IS, IN WHATEVER CONDITION THEY MAY BE AND NO GUARANTEES WHATSOEVER ARE GIVEN. NO CLAIMS WILL BE CONSIDERED BY THE SELLER OR AUCTIONEER, WITH REGARD TO INCORRECT DESCRIPTIONS, QUALITY, OR CONDITION ETC. PROSPECTIVE BUYERS ARE THEREFORE ADVISED TO INSPECT THE GOODS, OR HAVE THEM INSPECTED BEFORE AN OFFER IS MADE AND ACKNOWLEDGE SAME BY PLACING A BID.
13. DESCRIPTION AND INFORMATION IN ADVERTS, CATALOGUES OR GIVEN VERBALLY ARE GIVEN IN GOOD FAITH. THE AUCTIONEER OR SELLER DOES NOT HOLD HIMSELF RESPONSIBLE FOR ANY ERRORS OF DESCRIPTION OF QUALITY OR QUANTITY, A BID SHALL BE TAKEN AS PROOF THAT THE BIDDER HAS ACQUAINTED HIMSELF WITH THE LOT FOR WHICH HE BIDS.
14. IN THE EVENT OF A DISPUTE ARISING ABOUT ANY BID, THE AUCTIONEER MAY USE HIS DISCRETION AND PUT THE LOT UP AGAIN FOR AUCTION. HIS DECISION AS WELL AS THE VENDUE ROLL OR RECORDING OR VIDEO FOOTAGE OF SALE WILL BE REGARDED FINAL IN ALL CASES.
15. NO GOODS MAY NOT BE REMOVED DURING THE TIME OF SALE AND MUST BE PAID FOR IN FULL BEFORE THEY ARE REMOVED FROM THE PREMISES.
16. GOODS TO BE AUCTIONED WILL BE AT THE DISCRETION OF THE AUCTIONEER AND HE RESERVES THE RIGHT TO COMBINE OR DIVIDE ANY LOT WITH THE WRITTEN PERMISSION OF THE SELLER.
17. THE AUCTIONEER RESERVES THE RIGHT TO REGULATING THE BIDDING, ALSO OF REFUSING ANY BIDS.
18. THE REMOVAL OF GOODS WILL BE THE RESPONSIBILITY OF THE PURCHASER AND HE WILL ALSO BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE BUILDING OR ANY OTHER ITEMS WHILE REMOVING HIS GOODS. GOODS MAY ONLY BE REMOVED AFTER THE LAST LOT OF THE AUCTION HAS BEEN SOLD. THE AUCTIONEER WILL ALLOW THE PURCHASER UNTILL 3PM ON THE DAY FOLLOWING THE AUCTION TO REMOVE ALL GOODS, HOWEVER ANY GOODS NOT REMOVED BY THIS TIME WILL BE LIABLE TO A STORAGE FEE OF 10% OF THE PURCHASE PRICE PER DAY UNTIL SUCH TIME AS 100% OF THE PURCHASE PRICE HAS BEEN REACHED, FOLLOWING WHICH THE AUCTIONEER MAY DISPOSE OF THE GOODS BY PRIVATE TREATY OR PUBLIC AUCTION, AS THEY DEEM FIT. EXTENSION FOR THE LATE REMOVAL OF GOODS MUST BE IN WRITING AND MUST BE AUTHORIZED BY AUCTIONEER. ANY PURCHASER FAILING TO REMOVE HIS GOODS WILL BE BLACKLISTED AND BANNED FROM ANY FURTHER AUCTIONS.
19. PURCHASERS OR THEIR REPRESENTATIVES AS WELL AS THEIR VEHICLES ENTER THE AUCTION FACILITY ON THEIR OWN RISK AND THE AUCTIONEER WILL NOT BE HELD LIABLE TO ANY DAMAGE OF SAME. PURCHASERS AND OR THEIR REPRESENTATIVES MUST ADHERE TO THE OFFICE HOURS OF THE FACILITY AND NO ONE WILL BE PERMITTED TO LOAD OUTSIDE OF THESE HOURS.
20. IF THE PURCHASER FAILS TO CARRY OUT ANY OF HIS OBLIGATIONS UNDER THE CONDITIONS OF SALE, THE GOODS MAY AGAIN BE PUT UP FOR SALE AND THE PURCHASER SHALL BE RESPONSIBLE FOR ANY LOSS SUSTAINED BY REASON OF HIS DEFAULT.
21. AUCTION PERSONNEL ARE UNDER NO OBLIGATION TO LOAD GOODS PURCHASED BY PURCHASERS. OFFICIALS IN CHARGE OF THE AUCTION VENUE MAY, HOWEVER, PROVIDE ASSISTANCE IF REQUESTED, ALTHOUGH NO PURCHASER MAY INSIST ON SUCH ASSISTANCE.
22. IF THE AUCTIONEER BELIEVES THAT A BIDDER IS UNABLE TO PAY THE PURCHASE PRICE, HE MAY REFUSE TO ACCEPT THE BID, OR ACCEPT IT PROVISIONALLY UNTIL THE BIDDER SHALL HAVE SATISFIED HIM IMMEDIATELY THAT HE IS ABLE TO PAY THE PURCHASE PRICE. ON REFUSAL OF A BID UNDER SUCH CIRCUMSTANCES, THE LOT MAY IMMEDIATELY AGAIN BE PUT UP FOR AUCTION.
23. THIS AUCTION COMPLIES WITH SECTION 45 OF THE CONSUMER PROTECTION ACT (CPA), NO. 68 OF 2008 AND THE REGULATIONS CONTAINED THEREIN APPLICABLE TO AUCTIONS.