

SPECIAL CONDITIONS OF SALE AND PROCEDURE OF AUCTION

DATE TIME AND PLACE OF AUCTION: ONLINE OPEN FROM **2 APRIL 2024** & CLOSING
FROM 12H00 ON THURSDAY 18 APRIL 2024

Sequential closing of lots one after the other with a 1 minute interval – no staggered or simultaneous closing.

Game Lots Online Timed Auction

Lot 1 will start closing at **12H00 on Thursday 18 April**. Lot 2 will only start closing after Lot 1 has closed. Following or subsequent lots will only start closing after the previous lot has closed.

RS AUCTIONEERS

Duly represented by **REUBEN JAN SAAYMAN**

(the “**AUCTION HOUSE**”)

duly instructed by

EZEMVELO KZN WILDLIFE

Duly represented by **RAHMAN DEVDUTH**

Bidders register on the Online Platform of RS Auctioneers and not directly with Ezemvelo KZN Wildlife. Online Platform will capture names and details of Bidders.

The following documents is compulsory to submit before bids can be accepted:

Copy of Identity Document, proof of residence (not older than 3 months) and Proxy if bidding on behalf of other person or entity. FICA documents then also required for the third persons/entities.

Click on any of the following links (for different devices) to register:

RS Auctioneers Cellular & Computer web: <https://rsauctioneers.bidpro.co.za/Auctions>

Android and IOS: <https://play.google.com/store/apps/details?id=net.mafunyane.rsauktioneers.bidpro>

Apple and iphones: <https://apps.apple.com/us/app/rs-auktioneers/id1541168460>

HEREBY OFFERS FOR SALE BY ONLINE AUCTION:

Strictly Catalogue sale of animals from the veld to transport vehicles – **NO ANIMALS** in bomas or pens. Sold as per auction catalogue details and lot descriptions.

Photos in the catalogue **IS NOT** the exact specific animals to be sold and delivered, it is just a specie example.

Download Catalogue from Online platform Catalogue/Documents tab or click here under:



Terms and Conditions available to be downloaded under the Documents tab of the Auction.

By accepting the Terms and Conditions on the online platform with registration, Bidders confirm and acknowledge that they have read, understand, agree and shall be bound by the

Terms and Conditions of Auction:

1. Ezemvelo KZN Wildlife Conditions of Sale

- 1.1 All animals sold in groups are sold “per piece to take the lot”.
- 1.2 Animals sold in groups will comprise of more females than males and may not consist of only adult animals otherwise stated.
- 1.3 Transport provided by Ezemvelo at the rate mentioned in the conditions of sales. Transport is charged per loaded kilometre ie. one way only.
- 1.4 Ezemvelo is **NOT a VAT** vendor. Therefore the bid price is free from any taxes. So is the transport costs free from any taxes.
- 1.5 Ezemvelo’s transport include “live” step off. Risk passes to **PURCHASER** after step off.
- 1.6 Read the Ezemvelo Conditions of Sale for full explanation of:
 - 1.8.1 Payment and banking details.
 - 1.8.2 Delivery of Animals, Loading, Transport, risk and liabilities.
 - 1.8.3 Permits (import and export) and requirements for transportation of Animals.

Read the full document under Documents tab or click here under to download

RS Auctioneers Special Conditions of Sale (This Document).

Read the full document under Documents tab or click here under to download

Ezemvelo KZN Wildlife Special Conditions of Sale.

<https://rsauctioneers.bidpro.co.za/upload/Auction/924Documents/qsfmt4prwfr3k/B%20Conditions%20Ezemvelo%20KZN%20Special%20Conditions.pdf>

Read the full document under Documents tab or click here under to download

RS Auctioneers General Rules of Auction and Conditions of Sale.

<https://rsauctioneers.bidpro.co.za/upload/Auction/924Documents/fydfkm7phsp22/C%20GENERAL%20RULES.pdf>

AUCTION PROCEDURE WITH SPECIAL CONDITIONS OF SALE

The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 (“the Act”) and with the Consumer Protection Act Regulations (“the Regulations”) that have been published in terms thereof in Government Gazette No. 34180 on 1 April 2011 (Volume 550) and any amendments thereto from time to time. The auction will commence at the published time and will not be delayed allowing any specific person or more persons to take part in the auction.

1. REGISTRATION

- 1.1 Anyone that intends to bid at the auction must register his or her identity on the bidder’s record (buyers card or electronic online bidder profile) **prior to the closing date and time of the auction** and such

registration must meet the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must either sign the registration entry **or** accept the terms and conditions electronically as required.

- 1.2 In the event of a live on-site auction, a person who attends the auction to **bid on behalf of another person (i.e. on behalf of a company)** or in the event of an online auction, intend to **bid online on behalf of another person (i.e. on behalf of a company)** 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 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.
- 1.3 Any person who register to purchase on behalf of a Principal (i.e. natural person) must furnish the Auctioneer with a written signed Power of Attorney (Proxy), prior to the commencement of the auction, failing which he/she will be personally liable for payment of any purchases made by him/her. The person bidding on behalf of or signing any document on behalf of the purchaser pursuant to a successful bid hereby binds himself/herself personally as co-principal debtor with the Buyer for payment of the purchase price and personally guarantees all the obligations of the Buyer under this Rules of Auction and all attached documents, terms, conditions and agreements. A person who attends the auction to bid or log in to bid online, signing or accepting electronically the bidder's record, on behalf of another person (i.e. on behalf of a company or legal entity) must produce a signed letter of authority that expressly authorizes him or her to bid or sign the bidder's record 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, authorizing him or her to bid on behalf of the entity. The person bidding on behalf of or signing any document on behalf of the Buyer pursuant to a successful bid thereby binds himself personally as co-principal debtor with the Buyer for payment of the purchase price and personally guarantees all the obligations of the Buyer under these Rules of Auction.

2. **BIDDING CONTROL AND RECORD**

- 2.1 The auction shall take place under the direct and exclusive control of the **AUCTION HOUSE** using an online platform Website. The **AUCTION HOUSE** reserves the right, in its sole discretion, to refuse the bid of any person, to regulate the bidding and to indicate the highest bidder. If the **AUCTION HOUSE** suspects that a bidder has not made a bona fide bid, or is unable to pay the purchase price or has not made satisfactory arrangements for payment of the purchase price, it may refuse to accept the bid of such bidder or accept it provisionally until the bidder has satisfied him that he is in position to pay the purchase price or that he has made satisfactory arrangements for payment thereof. On refusal of a bid under such circumstances the animals may immediately be re-auctioned.
- 2.2 Any error by the **AUCTION HOUSE** shall be entitled to be corrected by him or her upon discovery.
- 2.3 No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Rules of Auction, 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 for purposes of the Act.

3. **THE PURCHASER**

The highest bidder will be considered the Purchaser who **has made the highest bid at closing of the auction after the last and final lot and 1 minute interval**. **The online platform will indicate Sold, Not Sold or Sold (STC). STC – Subject to confirmation where the lot is sold provisionally and the seller needs to accept / confirm and or negotiate the price. Bidder cannot withdraw a bid placed before expiry of confirmation date and time.**

4. **ACCEPTANCE OF THE BID AND CONFIRMATION BY SELLER**

The **PURCHASER'S** bid can be accepted immediately by the **SELLER** after the bidding and closing of the Lot or Auction. If the Bid is not accepted immediately after it is closed, it shall remain open for acceptance by the

SELLER through the **AUCTION HOUSE** on behalf of the **SELLER**, until no later than 24 hours after last and final lot closed.

5. VALUE-ADDED TAX

No VAT applicable.

6. PAYMENT

Full payment of **PURCHASE** has to be paid into the Account of **Ezemvelo Kwazulu-Natal Wildlife** within 48 hours after the last and final lot has closed. Payment to be made before or on **14H00 Saturday 20 April 2024**.

Proof of payment (copy of deposit slip / eft) with reference "Game Purchases" and Purchaser name must be mailed to Rahman.Devduth@kznwildlife.com

Account holder: Ezemvelo Kwazulu-Natal Wildlife
Bank: Standard Bank
Branch name: Kingsmead
Branch number: 051001
Account number: 051124238

If transportation is to be undertaken by the **SELLER**, the transport costs must be paid in advance by the **PURCHASER** - Read **Ezemvelo KZN Wildlife Conditions of Sale**.

7. DELIVERY

Delivery is defined as to be completed when the Animals sold by the **SELLER** to the **PURCHASER** are delivered on the transport vehicle of **PURCHASER** / Transport Contractor (who can also be the **SELLER**) if transport is undertaken by **SELLER**. Date of delivery will be as soon as possible after movement approvals and permits are issued and on dates agreed upon between **PURCHASER** and **SELLER**.

POINT OF DELIVERY:

Delivered at the Nature Reserve / Game Reserve as indicated in the catalogue, except if otherwise indicated or communicated by the **SELLER** to the **PURCHASER**.

Transportation can be undertaken by the **SELLER** – Read **Ezemvelo KZN Wildlife Conditions of Sale**.

8. RESERVE PRICE

8.1 The sale by Auction is subject to a reserve or upset price.

8.2 If no bid equals or exceeds the reserve price, the animals may be withdrawn from the auction.

8.3 The **SELLER** shall be entitled to instruct the **AUCTION HOUSE** to accept any lower bid.

9. HIGHER OFFER

If no bid equals or exceeds the reserve price, and the **SELLER** does not accept the highest bid, the **SELLER** and **AUCTION HOUSE** shall be entitled to negotiate with the highest bidder first and then the other under bidders or new **PURCHASERS**.

I / We, THE PURCHASER, HEREBY CONFIRM THAT THE FULL EXTENT OF MY/OUR OBLIGATIONS AND RIGHTS HEREIN HAVE BEEN EXPLAINED TO ME / US AND THAT I / WE HAVE BEEN GIVEN AN OPPORTUNITY TO MAKE THE NECESSARY ENQUIRIES IN RESPECT OF THE SALE AND THAT I / WE UNDERSTAND THE EFFECT OF THIS AGREEMENT.

Signature Bidder: **Bidder Name:**