

CONDITIONS OF SALE



In terms of Section 55(2) (b) of the National Environmental Management: Protected Areas Act 57 of 2003, South African National Parks, in managing national parks, is mandated to sell, exchange or donate any animal, plant or other organism occurring in a park, or purchase, exchange or otherwise acquire any indigenous species which it may consider desirable to reintroduce in a specific park.

KIRKWOOD WILDLIFE SALE

28 JUNE 2019

SALE OF WILDLIFE

Boma to Veld

Veld to Veld

You are hereby invited to submit a bid for the purchase of buffalo held in the SANParks bomas at Addo Elephant National Park and Mokala National Park (Kimberley bomas) and Cape mountain zebra to be captured in the Mountain Zebra National Park, subject to the following special conditions:

Live Auction (animals are boma trained)

5 Buffalo – Addo Elephant National Park (Addo ENP bomas)

19 Buffalo - Mokala National Park (Kimberley bomas)

Catalogue Auction

75 Cape Mountain Zebra – Mountain Zebra National Park

(It is envisaged that the capture will take place during **July 2019**. The bidder will be informed in writing or by other reasonable means when the capture of the cape mountain zebra will commence.)

CONDITIONS OF SALE

1. CONDUCT OF SALE

- 1.1 Each bidder shall be bound by the terms of these conditions.
- 1.2 The bid is conducted subject to these Conditions of Sale, and further subject to all specific stipulations formally announced by SANParks, either at the commencement of or during the bidding process. Each bidder shall be bound by the terms of these Conditions, which shall form the basis of the bargaining carried on between SANParks and the bidders, and shall also govern the terms of each sale so concluded.
- 1.3 **It is recorded that SANParks is a public institution and it is a statutory requirement that an original and valid tax clearance certificate be submitted on 28 JUNE 2019 by the successful bidder before the sale will be valid and binding.**
- 1.4 SANParks (as owner) ultimately reserves the right to decline to sell to the highest or any bidder, and to sell the wildlife on such terms and conditions as acceptable to SANParks. SANParks may without assigning a reason, reject any bid. SANParks shall also be entitled without assigning any reason to fix a minimum bid for acceptance and to refuse any bid which is less than such a minimum bid.
- 1.5 All bidders are required to register with SANParks as potential bidders and shall be required to furnish their names, ID number/Registration number, legal status, selected physical address and other general information required by SANParks. SANParks reserves the right to refuse registration of any potential bidder.

- 1.6 SANParks shall have the right to withdraw all or any group of animals from the bidding process at any time before the fall of the hammer.
- 1.7 All risk in and to an animal transfers from SANParks to the bidder immediately upon such animal being loaded onto the transportation vehicle. Bidders are advised to avail themselves of insurance facilities available. Upon such animal being loaded onto the transportation vehicle, the animal will be deemed to have been delivered to the bidder by SANParks.
- 1.8 Ownership of the animal shall only pass from SANParks to the bidder upon delivery of such animal to the bidder having occurred as provided for in paragraph 1.7 and the bidder having paid the full purchase price of such animal.
- 1.9 SANParks shall be under no obligation to deliver any animal unless and until SANParks is satisfied that the purchase price for such animal has been paid.
- 1.10 The animals will be held at the bomas at Addo Elephant National Park and Mokala National Park (Kimberley bomas) free of charge for up to and including 15 business days after the auction.
- A fee of R 300.00 per day per animal will be levied for any animal held in the bomas after the 15 business days and all risk in and to such animal will transfer from SANParks to the bidder after the 15 business days. The bidders will be obliged to have the animals removed from the bomas within 30 days from the date of the auction.
- 1.11 All bidders must adhere to all applicable national and provincial legislation, regulations and guidelines that may apply to the sale, transport, delivery and subsequent possession, management and use of the animals.
- 1.12 As such, all bidders shall be obliged to comply with the provisions of the National Environmental Management: Biodiversity Act no 10 of 2004 (the NEMBA) as well as the Animal Disease Act (Act 35 of 1984) and to comply with all applicable provincial legislation and to apply for and be in possession of all permits as may be required under the said national and provincial legislation, regulations and

guidelines as may lawfully apply to the sale of the animals under these conditions of sale.

2. PAYMENT OF PURCHASE PRICE

2.1 The successful bidder will effect payment per electronic funds transfer on 28 JUNE 2019. All prices shall be quoted in South African currency.

2.2 Payment is to be made to:

KIRKWOOD WILDSFEES

2.3 Value Added Tax (VAT) at the rate applicable on 28 JUNE 2019 shall be calculated on the bid price.

2.4 Bidders from outside the Republic of South Africa must pay VAT to Kirkwood Wildsfees. Customs authorities at the exit border can refund the VAT amount.

2.5 In the event of the bidder failing to pay the full purchase price on due date or any transport costs or other costs due by the bidder on due date, the bidder shall pay interest at 3% (THREE PERCENT) per annum above the prime published lending rate as being charged by First National Bank on the overdraft to prime corporate customers calculated from the date on which the payment is due to date of actual payment.

2.6 Payment for the transport of the animals, if applicable in terms of paragraph 8.2, will be due on the day of delivery by a bank guaranteed cheque made out to SANParks. (R 35, 00 per loaded kilometre for each vehicle).

3. WARRANTIES AND REPRESENTATIONS EXCLUDED

3.1 The bidder shall be deemed to have fully inspected the animals and to have acquainted himself with its condition, nature and quality, and to have been approved the animals in its condition at the fall of the hammer.

3.2 SANParks does not give any warranty against defect about any of the animals, be it

patent or latent, and the animal is sold voetstoots, as it stands. Bidders must satisfy themselves prior to the Sale, as to the condition of each animal and should exercise and rely on their own judgment as to whether animal accords with its description or not.

3.3 SANParks does not give any warranty, guarantee or undertaking of any nature, nor does it make any representation or inducement whatsoever in regards to the animals generally, nor as to its type, age, fitness, suitability for any particular location or breeding plan, nor in respect of its health, condition, physical capability to adapt to any particular environment or eco-system (whether or not that particular purpose is or could be deemed to be known to SANParks), other than any warranty or guarantee that may have been expressly given in writing by SANParks under the signature of SANParks. SANParks shall be deemed unaware of any particular purpose for which the animals or any progeny (if any) there from are required by the bidder.

3.4 The bidder hereby indemnifies SANParks and holds it harmless against any claim brought against SANParks by any third party arising out of the unsuitability or inadequacy of the animals purchased by the bidder, SANParks being free of all liability.

3.5 These Conditions of Sale are the complete and final record of the terms of the sale and unless any warranties, undertakings or representations are set out herein, they are excluded.

4. FOREIGN BIDDERS

4.1 Foreign bidders should note that import permits are not automatically granted by receiving countries. Therefore, the bidder must obtain the necessary CITES permits and clearances before transportation of any game.

4.2 Foreign bidders must make arrangements regarding payment well in advance of the final date of the bid.

4.3 Foreign bidders should avail themselves of the insurance facilities in the Republic of South Africa, as the risk passes to such a bidder upon the loading of the animal onto

the transportation vehicle.

5. LIABILITIES AND INDEMNITY

- 5.1 All risk in and to an animal passes from SANParks to the bidder immediately upon SANParks having completed the loading of such animal onto the transportation vehicle.
- 5.2 SANParks shall not be responsible for any claim, loss or damage whatsoever arising subsequent to an animal being loaded into a transportation vehicle or from any failure by any bidder to make proper provision for the holding, maintenance and care of the animal subsequent to this having been loaded onto the transportation vehicle and the bidder hereby indemnifies SANParks and holds it harmless against any claim in this regard.
- 5.3 All risk in and to an animal held in the bomas will transfer to the bidder after the 15 business days mentioned in paragraph 1.10.
- 5.4 Notwithstanding the provisions of paragraph 5.1, all risk in respect of any animal transported by SANParks as agreed in terms of paragraph 8.2 shall pass to the bidder upon such animal having been off-loaded at the location agreed with the bidder.
- 5.5 SANParks shall not be responsible for any claim, loss or damage whatsoever arising after the wildlife have been off-loaded at the location agreed with the bidder and the bidder hereby indemnifies SANParks and holds it harmless against any claim in this regard.

6 CLAIMS

- 6.1 A bidder shall not be entitled to set off against the purchase price any claim he may have against SANParks.
- 6.2 Animals dying after their loading onto the transportation vehicle will neither be replaced, nor will the bidder be refunded the costs of such dead animals, unless SANParks in its sole discretion should otherwise decide. Any decision of SANParks in this regard shall be final and binding on the bidder.

- 6.3 Should the bidder intend making any claim against SANParks for the death, loss or injury to any animal, then such claim shall be supported by ~~an~~ independent (other than the transport Veterinarian) Veterinarian Certificate, obtained at the instance and cost of the bidder, which certificate shall detail the nature and type of injury, and shall specify the probable cause of death or injury, which certificate shall be furnished to SANParks within 30 (thirty) days of the date of the claim arising, failing which any claims or rights which the bidder may have shall lapse. All costs incurred in obtaining such a certificate shall be borne by the bidder.
- 6.4 The bidder shall have no claim against SANParks for damage to or loss of any animal's horn, which may occur during holding, on-loading, transportation or off-loading activities.
- 6.5 In the event that the bidder claims for the replacement of any animal purchased following the death of such animal, and SANParks decides to replace the animal or is ordered to do so by any competent authority, the bidder shall be responsible for the capture, holding, transportation and veterinary costs relating to the replacement animal.

7. PERMITS

- 7.1 The successful bidder will be responsible for obtaining all the required NEMBA, TOPS, CITES, transport, export, import, transit and veterinary permits and other requirements prescribed by the different nature conservation authorities of the provinces, veterinary authorities and importing countries as applicable in terms of paragraph 1.12.

CITES Exporting Authority in RSA is:

Department of Conservation and Agriculture - Nature Conservation
P.O. Box 8769, Johannesburg, 2000, RSA (Gauteng Province)
Phone: (011) 355 1207 Fax: (011) 355 1239

- 7.2 Quarantine is not required if the final destination is within the boundaries of the RSA. The South African veterinary authorities require no quarantine period unless so specified by the importing country in the import permit (**please refer to**

paragraph 7.4 in respect of buffalo).

7.3 Veterinary health certificates can be obtained from the State Veterinarian, Port Elizabeth upon request.

7.4 Buffalo:

7.4.1 **Written approval from the Provincial Conservation Authorities, including the State veterinarian of the relevant region to keep Buffalo (WR number required) within RSA must be submitted by the bidder to SANParks together with the offer to purchase.**

7.4.2 **A veterinary transport permit for movement of the Buffalo within the RSA can be obtained from the State Veterinarian, Port Elizabeth and Kimberley in conjunction with SANParks Veterinary Wildlife Services.**

7.5 Cape Mountain Zebra:

7.5.1 **All bidders are made aware that hybrids between plains zebra and cape mountain zebras have been recorded during 2014 in Mountain Zebra National Park.**

7.5.2 **SANParks acknowledges that all plains zebra have since been removed from Mountain Zebra National Park.**

7.5.3 **SANParks undertakes that all captured cape mountain zebra will be subjected to DNA sampling which will include collection of blood and micro chipping as per the draft protocol from the various conservation agencies. The risk in respect of the suspected hybridization of the translocated cape mountain zebra will lie with the bidder.**

7.5.4 **SANParks will inform the bidder of the DNA genetic test results as soon as these results become available.**

7.5.5 **SANParks undertakes to reimburse the bidder for each cape mountain zebra testing positive for hybridization within 30 days of receipt of proof that such cape mountain zebra has been euthanized.**

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- 7.5.6** The bidder must ensure and confirm in writing to SANParks that the cape mountain zebra are released and remain in a securely fenced section of the agreed property which has been inspected and declared to be suitable by the local conservation authority. The bidder must submit such report of the local conservation authority in that regard to SANParks prior to the capture.
- 7.5.7** The bidder must ensure that no other zebras are kept in this securely fenced area and the bidder agrees to only release the cape mountain zebra from this enclosure once the test results have proved that the cape mountain zebra are pure and not hybrids.
- 7.5.8** The bidder hereby agrees to immediately euthanize any cape mountain zebra that tests positive for hybridization once the test results are released. The bidder must submit proof to SANParks that such hybrid cape mountain zebra has been euthanized.
- 7.5.9** It is the responsibility of the bidder to ensure that if the cape mountain zebra are to be moved into the African Horse Sickness (AHS) Controlled area of the Western Cape, that an AHS Movement Permit is obtained from the State Veterinarian: Boland. See Appendix 1 attached.
- 7.5.10** The bidder agrees to comply with all the conditions of the AHS Movement Permit, at their cost, in order for the movement to be legal.

8 TRANSPORTATION AND DELIVERY

- 8.1** Any animal confined in a boma after the loading of such animal onto a transportation vehicle, whether at the bidder's request or for any other reason, shall be so confined entirely at the bidder's risk and expense.
- 8.2** SANParks may agree with a bidder in writing to transport the animals to their destination within the RSA as indicated by the bidder and at the cost of the bidder. Regarding an animal travelling internationally a bidder may indicate the port of departure as its destination within the RSA. The cost of transportation by SANParks

shall be R 35,00 per loaded kilometre for each vehicle. Transport routes will be determined by SANParks at its own discretion in the interest of effective delivery.

8.3 Subject to the provisions of paragraph 5.4 the bidder shall at all times carry all risks associated with the transport of the animals by whomsoever and shall be responsible for all costs to be incurred in this regard. The bidder shall also be responsible to ensure that the animals are transported in vehicles and in containers and in a manner approved by SANParks. SANParks retains the right to refuse to load the animals onto transport vehicles or containers not deemed suitable by SANParks.

8.4 Where SANParks has undertaken the transportation of the animals in terms of paragraph 8.2, the bidder shall be notified of the expected date of delivery of his consignment of animals at least 2 days in advance.

8.5 The bidder should inspect and count his purchases, sign and record any comment on the delivery note before off-loading will take place.

9. JURISDICTION

9.1 The bidder shall accept the jurisdiction of the magistrate's court.

9.2 This contract shall be construed in accordance with the law of the RSA and any dispute regarding the contract shall be settled in the law courts of the RSA.

9.3 The address in the RSA specified in the Form of the Sale shall be the domicilium citandi et executandi of the bidder.

10. INFORMATION

10.1 Should any further information be required, the following persons can be contacted:

Mr Nick de Goede	(072) 621 1514	nick.degoede@sanparks.org
Mr Johan Malan	(082) 908 2689	johan.malan@sanparks.org
Dr Dave Zimmermann	(083) 630 4593	david.zimmerman@sanparks.org
Mr Rudi Williams	(082) 887 4058	rudi.williams@sanparks.org

11. NEGOTIATIONS

11.1 SANParks reserves the right to negotiate any part of the bid with any bidder before awarding the contract.

12. CESSION

12.1 The bidder shall not be entitled to transfer, assign or cede this contract to any other person without the written consent of SANParks and on such conditions as it may approve.

13. ACCEPTANCE OF BIDS

13.1 The decision to accept any bid will rest with SANParks.

14. FAILURE TO EXECUTE A CONTRACT

14.1 Should a successful bidder fail to comply with any of the terms and conditions of the Offer document or of these conditions of sale, he shall pay all additional expenses which SANParks may have to incur in calling for fresh bids or pay the difference between his bid and a less favourable bid subsequently accepted by SANParks. The successful bidder will also in this instance be liable for all damages as may be suffered by SANParks as a result thereof. This includes bids not limited to demurrage fees accrued before cancellation notification to SANParks.



REGISTRATION FORM – 28 JUNE 2019

I hereby undertake to submit to these conditions as stated above, should I do any purchase at this sale.

Bidder	Full First Name:									
	Surname:					Nickname:				
	ID No.:					VAT Number:		WR Number:		
Contact Details:	Telephone:	Work				Home			Farm	
	Cell:			Fax			Email			
	Postal Address									

DETAILS OF PRINCIPAL IF BUYING ON BEHALF OF A PRINCIPAL

Name							Reg./ ID No.:			
Contact Details:	Telephone	Work				Home			Farm	
	Cell			Fax			Email			
Banking Details:	Bank Name					Branch			A/c No.:	
Destination of Animals:	Registered Farm Name					Farm Number				
	District						Province			

LOCAL CONSERVATION AUTHORITY

Province				Town			District			
Contact Details:	Telephone	Work				Home			Farm	
	Cell			Fax			Email			

I hereby understand and accept the conditions as stipulated in the Document Reference: 17/3/1/1/1: Kirkwood Auction 28 JUNE 2019

Signed by me on this _____ day of _____ 2019

Signature:		Print Name	
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