

CONDITIONS OF SALE

DISCLAIMER

Persons who enter the boma sites and auction venue do so at their own responsibility and risk. The Kirkwood Wildsfees and the auctioneer accept no responsibility or liability whatsoever for the figures, statements or information included herein. The details contained herein are intended only as a guide to prospective purchasers who in their own interest should verify all statements, information, etc. given. The auctioneers Conditions of Sale are applicable.

PROCEDURE

All prospective buyers must complete the registration forms available at the registration tables where they will be allocated their buyer number and receive their buyer card. During the auction the successful bidders must clearly display their buyer number to the auctioneer.

Prices bid are per individual animal in the lot and not per lot (unless otherwise stipulated). Buyers bid per individual animal to take the whole lot. Prices bid exclude VAT. VAT is payable on all game purchases as well as transport charges.

At the conclusion of the auction, buyers must obtain an invoice from the Kirkwood Wildsfees administration table and make payment for the respective invoices. Payment in full, including VAT, and any relevant finance and transport charges if applicable must be made to Kirkwood Wildsfees either by means of bank guaranteed cheque or internet transfer. Insurance will be available on the day of sale. A permit officer will also be available to issue the necessary permits required.

All loading of Boma and Catalogue animals will have to be authorised by Mr. Johan Swart only on confirmation of full payment for purchases made. Any queries are to be directed to Johan on 076 7373694. All permits are to be given to the transporters to accompany your animals purchased.

SALES METHOD

CATALOGUE: means that the animals offered are not physically present at the auction venue or relevant bomas, but will be delivered to the buyer from the site where they are kept within a determined period after the sale.

BOMA: means that the animals have been captured and are, at the time of the auction, physically present in either of the relevant stipulated bomas.

PRE-REGISTRATION: Buyers are requested to complete pre-registration forms prior to the auction commencing or can also register online at www.wildsfees.co.za

PRE-ARRANGEMENTS: Although no guarantee can be given that specific requests to bids can be complied with, buyers can give bidding instructions to staff prior to the sale subject to all conditions being met.

AGENTS: A person who is acting as an agent for a bidder must notify the auctioneers of this status prior to the commencement of the sale.

LOADING & TRANSPORTATION ARRANGMENTS:

LOADING OF ANIMALS: All arrangements regarding the loading of animals bought or sold out of the bomas or per catalogue are to be directed through Mr. Johan Swart. The owners of the bomas have no responsibility or obligation in this regard.

REMOVAL OF ANIMALS: Purchases from bomas will only be released to buyers once authorised by Mr. Johan Swart. The capture and removal of catalogue game will also only be authorised by Mr. Johan Swart. The loading of animals will be supervised by Mr. Johan Swart and the Kirkwood Wildsfees staff. No loading to be undertaken without the Kirkwood Wildsfees officials being present. Animals must be removed from the bomas as soon as possible after the sale. The times for collection are to be arranged with Mr. Johan Swart in co-ordination with the owners of the bomas.

Buyers must arrange transport with the transporters on the day of the sale or supply their own transport. Buyers must please be advised that the transport must comply with the Nature Conservation Regulations as stipulated. The seller may refuse to load animals into transport that does not comply with these standards. There may be no projections inside of the loading space unless they are covered. The transport of live game must be along the shortest practical route. Game must be protected from the elements during transport.

Vehicle: Vehicle must be roadworthy. Vehicle must have a sturdy load body and sides. Prevent slippery floors by covering them with a layer of damp sand. A woven rubber mat can also be used provided it is firmly bolted to the floor. Straw is unsuitable as it causes dust. Remove loose articles from the loading space. For trips longer than 3 hours, there must be sufficient space for animals to lie down. The sides and top of the load body must be covered with a tarpaulin or roof. The roof must be high enough to allow animals to stand with ease. Different species and /or aggressive animals must be separated by means of partitions. Sacks are not recommended for the transport of game. Vehicles must be available for inspection before permits are issued.

Permits: Transport permits must accompany the driver of the vehicle. No export permit will be issued without the necessary import permits from other provinces in the case of animals leaving the province. Veterinary permits may also be required. Permits may be refused if it is considered to be contrary to the interest of Nature Conservation. Read the conditions of the permit. Game should preferably be loaded within 48hrs after an auction. Avoid the use of metal grills, such as those used for the transportation of cattle, unless they have been covered with a layer of damp sand. Cover sharp horns with plastic pipes, but remove them before release to avoid infection. Consult a vet before administering sedatives. Beware of introducing species that did not previously occur in the area. Beware of hybrids and mutations. Consult a Nature Conservation official before purchasing game. Buyers are responsible for arranging all necessary import and transport permits to Provinces of destination as above. Transport permits are available at the auction. The cost of transport provided by the transporter will be invoiced by the transporter and payment is to be made to the transporter. No animals will be loaded unless the necessary permits and authorisation has been given.

CONDITIONS OF SALE

The auction is under the control of the Kirkwood Wildsfees. All bids made are subject to the auctioneers' conditions amongst the following conditions: Buyers must register prior to the commencement of the auction. All buyers registered warrant that they have full contracted capacity to enter into the sale. All animals are sold by the Kirkwood Wildsfees acting as an agent on behalf of the seller and neither the buyer nor the seller shall have any claim against the Kirkwood Wildsfees arising from the sale. The auctioneer acts on behalf of the Kirkwood Wildsfees and shall control the conduct of the auction bidding. The auctioneer, in his sole discretion, shall determine who the last bidder was and at his discretion determines whether that bidding shall be

resumed, started afresh or he may withdraw the animals from the sale. Buyers will be bound by any announcements made by the auctioneer at the commencement of the sale, whether or not the buyer was present when this announcement was made. The auctioneer, in his sale direction, may change the order of the sale, suspend the auction during its course, declare a sale null and void in the case of a dispute and offer the animals for resale. Every bid is irrevocable and shall constitute an offer to purchase the animals for sale at the amount bid until such bid is accepted or refused. The bid shall cease on the fall of the hammer and acceptance of the bid shall be subject to confirmation by the seller. The price bid is an amount per animal, and the successful buyer is obliged to purchase the entire lot at that bid. Every entry made in the vendor roll regarding the animals sold and the selling price thereof shall be binding on the buyer and the seller and shall not be disputed by either of them. The buyer shall not be enabled to withhold or set off any amount of the purchase price against any amount which the seller may owe the buyer or any other amount owed as a result of any possible or pending claim the buyer may have against the seller on the grounds of misrepresentation of any other reason. All animals are sold 'voetstoots' and no representatives are made by the seller or the auctioneer, and neither of them shall be liable for any patent or latent defects. Notwithstanding this claim, the seller warrants that at the time of sale that the animals to be sold are, to the best of his knowledge, free from disease. Both the buyer and the seller agree that the Kirkwood Wildsfees and the auctioneer shall not be responsible for any loss or damages arising from the sale of the diseased animals from contamination of healthy animals due to the placing of such animals in close proximity to diseased animals. Both the buyer and the seller indemnify and hold the Kirkwood Wildsfees and the auctioneer harmless against all claims, losses or damages arising from any error in the description of the animals submitted for sale. Risk in the animals shall pass from the seller to the buyer when:- i. In the case of animals sold from the boma, immediately after the bid being knocked down and -ii. In the case of animals sold from the catalogue -a. the animals are delivered by the seller to the buyer when the first hoof touches the ground at the place of delivery or -b. if the buyer fetches the animals from the seller, when the first hoof touches the vehicle load body. Ownership does not pass to the buyer until the buyer has paid the whole of the purchase price, and any interest and other legal costs payable if applicable in terms hereof. The seller and Kirkwood Wildsfees will be entitled to recover from the buyer any animals delivered to him in respect of which payment of the whole purchase price, interest and aforesaid costs has been made.

Neither Kirkwood Wildsfees nor the auctioneer shall be held liable for any injury or mortality of the animals whilst they are in the bomas. In the case of boma animals, delivery to the buyer shall be considered to have taken place immediately after the bid being knocked down and the buyer, at his own expense, shall be responsible for removing the animals from the sale venue.

With regard to animals sold from the catalogue:

1. The Seller will advise the Buyer at least four days before catching as to the date, time and place of capture. The catching date will be the delivery date. If practically possible, at the time of catching, the animals of the Buyer who purchased the first lot or lots offered by the Seller, shall have first choice, which right will be forfeited should the Buyer or his duly authorised representative not be present or arrive late. The first choice will then pass consecutively to the second Buyer of a lot or his duly authorised representative, and so on. Any Buyer or his duly authorised representative who forfeit his/her turn of selection will only be permitted to select his animals after all other Buyers have done so. Should there be more than one such Buyer or his/her duly authorised representative then their order of selection will be the order of their arrival at the place of catching. No delivery will be given after the catching date and the Buyer who does not take delivery on this date will forfeit to the Seller the purchase price which will be regarded as pre-estimated damages or "roukoop".
2. The cut-off date for delivery of all catalogue animals bought during the auction is 31 October except if it is clearly stated in the catalogue that delivery will take place on a date after this date. If no delivery has been made at that date, the Buyer will be refunded immediately and all responsibilities of the Kirkwood Wildsfees to the Buyer and Seller concerned will immediately cease. The Buyer and Seller would be free to negotiate about late delivery and payment after the stipulated dates, but the Kirkwood Wildsfees will not have any responsibilities or obligations in this regard.
3. The Seller will endeavor to provide Lots in the sex ratios as indicated in this catalogue, but because of the difficulties and unforeseen circumstances prevalent during the capturing of game, no guarantees can be given in this regard. Lots sold as family groups will consist of more females than males.
4. The accepted norm with respect to maturity of animals offered for sale as breeding groups (Per catalogue) is that a minimum of 60% of the lot will be mature animals. Sellers will endeavor to conform to this norm, but no guarantees can be given in this regard.
5. In the case of refunding for non or short delivery, interest (at the Absa call Account Rate) will be added, calculated from the date of sale.

THE FOLLOWING PAYMENT CONDITIONS ARE APPLICABLE

1. All sales are for internet bank transfer or by a bank guaranteed cheque, payable immediately upon acceptance of a bid.
2. Whilst all sales shall be subject to VAT, the prices bid shall be deemed to be exclusive of VAT so that the successful bidder in each case shall be liable for the price at which the animal was knocked down, plus VAT thereof.
3. If payment by cheque is accepted, in the sole and absolute, discretion of Kirkwood Wildsfees, it takes place subject to payment thereof, and right of ownership of animals shall pass to the Buyer only when the cheque is met by the banker.
4. No right of payment exists between the Buyer and the Seller, or is recognised by the Kirkwood Wildsfees.
5. The Seller will at the discretion of Kirkwood Wildsfees, receive payment for animals sold only after satisfactory proof of delivery is provided by way of a document, signed by both the Buyer and Seller and delivered to the Kirkwood Wildsfees or verbal confirmation of delivery by the Buyer and Seller to the satisfaction of the Kirkwood Wildsfees.
6. Removal of the animals from the bomas takes place only after payment and by permission previously obtained from the Kirkwood Wildsfees.
7. Should the Buyer default with payment, the Kirkwood Wildsfees may, in its own name, either repossess the animals, dispose of it at the Buyer's risk and recover the balance from the Buyer, or recover the full amount due from the Buyer.
8. Any amount due to the Kirkwood Wildsfees shall bear interest at a rate per annum of 5% (five percent) above the prime rate of interest charged by ABSA from time to time, from the date of purchase to the date of full settlement thereof.
9. The Buyer shall be liable for all costs, including attorney and client costs and collecting charges if action is taken in terms of clause 7 above.

The invoice issued between the Kirkwood Wildsfees and the Buyer will reflect the actual sale as decided by the auctioneer's hammer. The Kirkwood Wildsfees will not entertain any private changes to transactions after the completion of the sale and/or invoice. Any bona fide error committed by the Kirkwood Wildsfees before, during or after the auction does not bind either the Kirkwood Wildsfees or the Seller and can be rectified immediately.

SPECIAL CONDITIONS OF THE AUCTION HIGHLIGHTED

1. The auction is under the control of the Auctioneers who will decide how the bidding will take place.
2. The Sale by auction is subject to a reserve price, unless specifically stated to the contrary by the auctioneer.
3. No animals will be loaded until full payment has been received for said animals.
4. The Auctioneers or any of their representatives will not accept any liability for any withdrawal of game, statements or guarantees, which may be given verbally by its officials.
5. Every bid is irrevocable and the Auctioneers retain the sole right to: reject any bid, indicate the highest bidder, change the order of the sale, suspend the auction during its course, declare a sale null and void in case of dispute and to put up the animals for resale.
6. The Buyer shall not be entitled to withhold payment of the purchase price as a result of any possible or pending claim that he/she may have against the Seller on the grounds of misrepresentation or for any other reason whatsoever.
7. Under no circumstances, can a Buyer who is also a Seller, and who has sold animals on the same auction, withhold payment as a contra against his purchases.
8. Buyers must register prior to the commencement of the auction.
9. If a registered Buyer allows another person to buy on his/her buyer's card, the registered Buyer shall be liable for payment of such purchases.
10. Any bona fide error committed by the Auctioneer before, during or after the auction does not bind the Seller and can be rectified immediately.
11. A person who is acting as an agent for a bidder must notify the auctioneer of this status prior to the commencement of the sale. This is also applicable to any person acting as an agent for a foreign bidder who is not normally resident in the R.S.A. and will have to settle the account in foreign currency.
12. Although no guarantee can be given that specific requests to bid can be complied with, Buyers can give bidding instructions to staff prior to the sale.
13. Persons who enter the auction site do so at their own responsibility and risk.
14. The Auctioneer can, without prior notice, add to, reduce or alter these conditions by making announcements before or during the auction.
15. The details contained herein are intended only as a guide to prospective purchasers who in their own interest should verify all statements, information, etc. given.
16. Buyers must make sure that they are satisfied with what they are bidding on.
17. Insurance must be arranged by the buyer. The Auctioneer may assist in this regard, if specifically requested in writing by the buyer. The ultimate obligation to insure the game purchased shall vest with the buyer, unless the Auctioneer has accepted a written instruction to arrange the insurance.
18. All game sold as family groups are mixed sexes and ages. Family groups will consist of more females than males unless otherwise specified.
19. PLEASE NOTE that bids are PER ANIMAL and not per lot! Buyers bid per animal to take the whole lot unless otherwise specified.
20. In the case of Boma animals, all game shall, immediately after the bid is knocked down, be considered as delivered to the Buyer and as such the risk passes to the Buyer. Upon acceptance of a bid, regardless of whether it is the highest and subject to reserve placed on the game by the seller, sale of the animals takes place and the entire risk thereof passes to the Buyer for the animals purchased.
21. The Buyer shall, prior to the sale, ascertain whether there are any defects in the game and any bid by a Buyer shall be considered as acceptance of the game in their condition at the time of the sale. Drugs, which may have been used to sedate animals, may have worn off at the time of purchase.
22. In the case of Catalogue animals, all risk will pass to the buyer once the animals are loaded onto the transport vehicle.
23. It is the Buyers responsibility to arrange the necessary permits and transport of the animals. Transport is available on the day of sale. Buyers should be able to accept delivery on short notice and must be available at all times.
24. The party, who is, in accordance with such law, regulation or proclamation, liable for the payment thereof, shall pay any VAT or levy payable in terms of any law, regulation or proclamation. The Buyer is responsible for the payment of VAT where applicable.
25. All payment is to take place via means of EFT, or by a bank guaranteed cheque payable immediately after the sale.
26. If payment by cheque is accepted, in the sole and absolute discretion of the Auctioneer, it takes place subject to payment thereof, and right of ownership of the animals shall pass to the Buyer only when the banker meets the cheque, and it does not constitute a novation of any cause of action pursuant to the provisions hereof.
27. The invoice issued between the Auctioneer and the Buyer will reflect the actual sale as decided by the auctioneers hammer.
28. **THE AUCTIONEERS CONDITIONS ARE BINDING**

THE AUCTIONEERS CONDITIONS GOVERNING AUCTION SALES

1. The Sale by auction is subject to a reserve price, unless specifically stated to the contrary by the auctioneer.
2. If no bid equals or exceeds the reserve price, if any, the property or goods may be withdrawn from the auction. The seller (owner) and/or his agent and the auctioneer may bid up to the reserve price of the owner (seller), but shall not be entitled to make a bid equal to or exceeding the reserve price.
3. These Conditions of Sale comply with Section 45 of the Consumer Protection Act, Act 68 of 2008 ("the Act") and the Regulations of the Act, which read as follows:
Section 45 "Auctions":
 - 45.1. *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.*
 - 45.2. *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.*
 - 45.3. *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.*
 - 45.4. *Notice must be given in advance that a sale by auction is subject to –*
 - (a) *a reserve 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 other person on behalf of the owner or auctioneer, as the case may be, may bid at the auction.*
 - 45.5. *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.*
- 45.6. *The Minister may prescribe requirements to be complied with by an auctioneer, or different categories of auctioneer, 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 property by auction.*
4. The control of the auction shall be entirely in the hands of the auctioneer who shall regulate the advances in the bidding. In the event of a dispute, the auctioneer shall have the right to decide who was the last bidder at any stage of the sale, and may for any reason whatsoever, and in its absolute discretion, direct that bidding shall be resumed, or that bidding shall start afresh, or may withdraw the property from sale and put it up for sale at whatever time it may, in its absolute discretion, deem fit. The auctioneer shall be entitled in its sole and absolute discretion, to cancel a sale and to resell the property sold there at in the event of the buyer defaulting in his obligations and, should it do so, the defaulting buyer shall bear and be responsible for all expenses involved in such resale together with any loss sustained, but shall not be entitled to any benefit or profit which may be derived from such resale.
 5. All goods and livestock (hereinafter referred to as the “assets”) are sold by the auctioneer as agent on behalf of the seller, who hereby authorizes the auctioneer to collect the purchase price from the buyer and the seller do hereby cede to the auctioneer all the seller’s rights, title and interest in and to its claim for payment of the purchase price against the purchaser which session the auctioneer do hereby accepts.
 6. Each bid shall constitute an offer to purchase the property for sale at the amount bid and shall be irrevocable until such bid is accepted or refused. Unless otherwise directed by the auctioneer, bidding shall be closed by the fall of the hammer and acceptance of a bid shall be subject to confirmation by the seller. Final acceptance of a bid shall be communicated by the auctioneer to the buyer. Whilst all sales shall be subject to VAT, the prices bid shall be deemed to be exclusive of VAT so that the successful bidder in each case shall be liable for the price at which the item sold was knocked down to him plus the VAT thereon.
 7. The auctioneer will be under no obligation whatsoever to accept the highest or any other bid and will have the right to determine the minimum bid that will be accepted and to refuse any bid lower than the minimum bid. The auctioneer shall be entitled to refuse any bid (including the highest) without giving any reason whatsoever and he may withdraw the property from the sale before or after it has been offered for sale. Any refusal or withdrawal by the auctioneer will be deemed a decision by the seller despite any contradictions.
 8. In the event of a dispute arising amongst the bidders and or the auctioneer, the assets in dispute shall, at the sole discretion of the auctioneer, be re-auctioned.
 9. Any error by the auctioneer shall be entitled to be corrected by him or her upon discovery.
 10. The buyer shall be bound by all announcements made by the auctioneer at the commencement of and during the sale, whether or not the buyer is present at the time such announcements are made.
 11. Unless otherwise stipulated by the auctioneers at the start of the sale, livestock is offered for sale on a per head basis.
 12. Payment of the purchase price by the buyer shall be made immediately after the property has been sold to him unless otherwise arranged with the auctioneers prior to the sale. Should any buyer fail to make payment immediately after the sale, then such buyer shall be liable, without prejudice to the seller’s rights arising out of such failure, for interest on the balance of the purchase price outstanding, calculated from the date of the sale to the date of final payment, at a rate of up to the maximum prescribed by the Usury Act.
 13. The buyer shall be obliged to pay the purchase price, and all other amounts payable in terms hereof, to the auctioneer or seller and shall not be entitled to set off any amount which the seller may owe to the buyer against any payment due to him in terms of or consequent upon any sale to which these conditions apply.
 14. If a sale subject to confirmation is confirmed, the auctioneer shall inform the buyer of such confirmation orally within the period stipulated for confirmation. If the bidder whose bid has been provisionally accepted is not so informed, the property shall be deemed not to have been sold. The bidder whose bid is provisionally accepted shall not be entitled to withdraw his bid during the sale period. The auctioneer shall inform him of the amount and terms and conditions of any higher offer which it receives during that period and which the seller is prepared to accept and such bidder shall have the option to purchase on those same terms and conditions and at a sum equal to the highest of such other offers so notified to him.
 15. The buyer warrants that he/ she/ it has full contractual capacity and power to enter into the sale or that, to the extent that the consent of any other party is required in order to ensure such capacity or power, such third party has consented. Any person who purchases on behalf of a principal (i.e. natural person) must furnish the auctioneer with a written signed Power of Attorney, 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 these Conditions of Sale.
 16. A person who attends the auction, to bid and to sign 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 Conditions of Sale.
 17. In the event where a buyer allows another person to purchase on his or her buyers number, the registered buyer shall be liable for payment of such purchases. No bid by an unregistered buyer will be accepted by the auctioneer and the buyer will have no claim to any of the assets allegedly purchased by him
 18. The seller warrants that there are no encumbrances on such assets, that the said assets are the property of the seller, and that the seller is competent and legally entitled to dispose of the assets. The seller further warrants as against the buyer that the assets are free of any patent or latent defects.
 19. The seller, who offers the assets for sale, accepts all liability regarding the information furnished as to pedigrees, ages, dates of service, state of health or gestation or any other particulars which might be incorrect. In the event of any dispute the buyer shall only have a claim against the seller and not against the Auctioneer.
 20. The seller warrants as against the auctioneer that the assets are free of patent and latent defects and that any right or claim ceded to the auctioneer in terms of these Conditions of Sale is free of any defect or right of deduction or set-off, and that the said right or claim is fully and immediately enforceable against the buyer.
 21. The buyer shall, prior to the sale, ascertain whether there are any defects in the assets and any bid by a buyer shall be considered as acceptance of the assets with any patent or latent defects in their condition at the time of sale.
 22. The seller and the buyer indemnify and hold the auctioneer harmless against all claims for loss and/ or damage arising from any error in description of any property submitted for sale. Furthermore, the seller warrants, if the goods to be sold on his behalf comprise livestock, that to the best of his knowledge and belief, such livestock is, and at the time of the sale shall be, free of disease. In any event, both the seller and the purchaser agree that the auctioneer shall not be responsible for any loss or damages arising from the sale of diseased livestock from contamination of healthy livestock due to the placing of such livestock in proximity to diseased livestock, whether at the auction grounds or elsewhere.
 23. Subject to any express agreement that may be entered into between the buyer and the seller, the risk in and to the property sold shall pass from the seller to the buyer upon confirmation of the sale but ownership of the property shall not pass to the buyer until he has paid the whole of the purchase price and any interest and/ or legal costs payable to him in terms hereof, and the seller or auctioneer shall be entitled to reclaim and recover from the buyer any property delivered to him in respect of which payment of the whole of the purchase price, interest and aforesaid costs has not been made. Payment by cheque in lieu of cash shall be conditional upon such cheque being honoured on presentation.

24. The purchase price is payable by the buyer to the auctioneer by bank-guaranteed cheque or by internet transfer on the date of sale ("the payment date") unless other payment terms and or means are agreed between the auctioneer and the buyer. The auctioneer reserves the right to refuse any method or means as payment.
25. Every entry made by the auctioneer in its vendor roll as to the property sold and the selling price thereof, shall be binding upon the buyer and seller and shall not be disputed by either of them.
26. The auctioneer is acting as the agent for and on behalf of the seller and neither the buyer nor the seller shall have any claim against the auctioneer arising from the sale.
27. In the event that the buyer should fail to pay the purchase price timeously, the auctioneer shall be entitled but not obliged, without formal cession of action from the seller, to sue the buyer in the auctioneer's own name and on its own behalf for purchase price or any unpaid portion thereof and the buyer shall be liable to pay in addition to the purchase price and interest aforesaid, all costs incurred in tracing the buyer and all legal costs and charges on an attorney and own client scale including, inter alia, all collection commission lawfully debited to the seller or the auctioneer by its attorneys in regard to the recovery of any amount due by the buyer.
28. The buyer and the seller hereby consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Act on Magistrate Court (Act 32 of 1944 as amended) for any action instituted by the auctioneer against the buyer although the auctioneer is entitled to institute proceedings in any competent Court.
29. A certificate issued by a Manager of the auctioneer, whose appointment and authority shall not be necessary to prove, shall be *prima facie* proof of the amount owing by the buyer to the seller or the auctioneer.
30. In the absence of any express agreement, the auctioneer shall be entitled, in respect of each sale effected by it, to receive from the seller a reasonable remuneration for its services, together with the VAT thereon, which remuneration shall be the commission ordinarily charged by auctioneers at the time of the sale in the area where the sale is held. The seller shall also pay the amount of such expenses as the auctioneer may reasonably have incurred in connection with or incidental to the transaction.
31. Any indulgence shown or extension of time given, whether in respect of the payment of money or any other matter or thing hereunder, shall not constitute a waiver of rights by the seller and shall in no way prejudice him nor in any way limit his rights hereunder nor modify nor alter them, and he shall be entitled at any time to exercise such rights as though no indulgence had been shown nor extension of time given.
32. All documents necessary to be signed and all things necessary to be done to give effect to the purport and intention of the sale shall be so signed and done with all reasonable dispatch.

According to Regulation 26(2) of the Consumer Protection Act all prospective Buyers must hand in the necessary FICA documentation with Registration.

Note:

1. PRIVATE PERSON as well as the person registering on behalf of a third party.
 - 1.1 Copy of identity document.
 - 1.2 Proof of physical address not older than 3 months.
2. CLOSE CORPORATION
 - 2.1 Founding document;
 - 2.2 Copies of identity documents for all the Members;
 - 2.3 Proof of physical address for all the Members, not older than 3 months.
3. COMPANY
 - 3.1 Certificate of Incorporation;
 - 3.2 Copies of identity documents for all the Directors;
 - 3.3 Copies of identity documents for all the shareholders;
 - 3.4 Proof of physical address.
4. TRUST
 - 4.1 Copy of Trust Deed;
 - 4.2 Copy of Letter of Authority to act on behalf of the Trust;
 - 4.3 Copies of identity documents for all the Trustees.
 - 4.4 Copies of identity documents for all the Beneficiaries

In the case of any dispute in respect of the interpretation of any of the conditions mentioned herein, the interpretation as accepted per the English text shall be registered as valid.

NB

It is the buyers responsibility to make sure that payment is made into the correct bank account as indicated below.

Due to recent email fraud and fraudulent activities at the banks, the onus is on the buyer to ensure that they pay into the Kirkwood Wildlife Festival account.

Buyers are requested to obtain their purchase invoice from the administration staff on the day of the sale.

An invoice will also be emailed to each buyer to the email provided.

Please make sure the email address you provide is the correct email.

Account Holder:	Kirkwood Wildlife Festival
Bank:	ABSA – Kirkwood
Account Number:	406 881 7863
Branch Code:	63 20 05