



Reg. No.91/03245/06

PLEASE USE BLOCK LETTERS

PAYMENT METHOD (type / write "YES" to applicable choice)

Buyer No:

Debit:

Crebit:

Complete the form electronically (fill in your details in the blue boxes) and print it OR print the form and complete it manually. Please sign both pages once printed.

SECTION A - BIDDER'S RECORD: SA INDIVIDUALS

Full Names and Surname of Bidder:

Date of Birth: / / Email:
DD MM YYYY

ID Number: or Passport Number: (if not an SA Citizen)

Tax Number: (if applicable) Attach document issued by SARS to verify

Traffic Reg. Number: (if not an SA Citizen)

Landline Number: Cell:

SECTION B - IF A BIDDER IS BIDDING ON BEHALF OF ANOTHER NATURAL PERSON

Yes / No

B1: Letter of Authority to bid on behalf of other individual

B2: Completed Bidders Record of individual on whose behalf bidder is bidding

SECTION C - IF BIDDER IS BIDDING ON BEHALF OF A JURISTIC PERSON

C1: Letter of Authority to bid on behalf of juristic person on company letterhead

C2: Resolution

C3: Completed Bidder Record of such juristic person whose behalf bidder is bidding

I acknowledge, by my signature hereto, that I am aware of all the general and special conditions of sale, am personally bound hereto and confirm that this document read together with the Condition of Sale shall constitute the entire agreement between me and the seller in the event of my bid being accepted. (For Conditions see reverse)

Signature: _____

Date: / / DD MM YYYY

Yes / No

Are you a first time buyer?

Where did you hear about Bidvest Burchmores?

End user?

CONDITIONS OF SALE BY PUBLIC AUCTION

1. The highest accepted bidder shall be the Purchaser with whom an Agreement of Sale shall be concluded at the fall of the hammer and subject to the reserve price being met. Should any dispute arise between bidders, the Auctioneer shall have the right in his sole discretion to:-
 - i. declare the bidder to be the Purchaser, or
 - ii. offer the lot again for resale to the highest bidder.
2. All decisions of the Auctioneer shall be final and binding upon all bidders.
3. The Auctioneer shall have the right to demand payment in cash immediately each lot is knocked down to the Purchaser. Failure to effect immediate payment shall entitle but not oblige the Auctioneer to put the lot up again for resale in which event the first sale shall be deemed cancelled, the Seller reserving its right in respect of any damages suffered by it, as a result of the failure of the Purchaser to effect payment.
4. Should the sale be cancelled for any reason due to the Purchasers default the Purchaser shall be obliged to pay the Auctioneer a sum equal to 10% of the price bid which sum the parties agree constitutes a genuine pre-estimate of the Auctioneers liquidated damages and any deposit paid in terms of this contract shall be forfeited to the Auctioneer as rouwkoop.
5. Any advances in bidding shall be regulated by the Auctioneer who reserves the right to refuse any bid.
6. The Auctioneer shall have the right to withdraw any lot before it is knocked down.
7. Each and every lot sold shall:-
 - i. Be considered as delivered at the place of the sale but it is recorded that ownership shall not pass to the Purchaser until the lot is paid for in full.
 - ii. The risk in and to the goods sold shall pass to the Purchaser within 48hours (forty-eight) of the sale.
 - iii. All vehicles are sold with no duty to repair and without any warranties and guarantees of any kind whatsoever.
8. The Purchaser acknowledge that it is fully aware of the conditions of sale, and that it has no right of recourse against either the Auctioneer and/or the Seller, in respect of any dispute or misunderstanding of any nature whatsoever.
9. Any damages suffered by the Purchaser shall be limited to the purchase price paid for the lot, and the Auctioneer and/or the Seller shall not be responsible for any other damages resulting from any cause whatsoever.
10. Terms are STRICTELY BANK GUARENTEED CHEQUES ONLY, unless other arrangements have been concluded with the Auctioneers or unless the Auctioneer notify otherwise.
11. All prices exclude Value Added Tax unless otherwise specified.
12. All purchases are subject to an Auction fee including VAT.
13. Any award of cost in favour of the Auctioneer and/or the Seller shall be as between attorney and own client and shall include (but not be limited to) such collections charges as the Auctioneer is lawfully obliged to pay his attorneys.
14. The Purchaser hereby consents to the jurisdiction of the Magistrates Court in respect of any proceedings arising from this agreement, irrespective of the amount claimed, provided that the auctioneer shall have the right to institute any action in any court having jurisdiction.

Signature: _____