

BIDDER REGISTRATION FORM

Bidder's Registration Number: _____ Lot No / Web Ref: _____

Property Address: _____

Bidder's full name.

ID/Passport no. (scan and attach a copy) _____

How would you like to place your bid?

Live Auction: <input type="checkbox"/>	Telephone: <input type="checkbox"/>	High Street App: <input type="checkbox"/>
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Should you wish to bid on behalf of a juristic entity, please provide the following information and relevant FICA documents as indicated in the FICA schedule.

Full name and Registration Number of Company / Close Corporation / Trust on whose behalf bidder is bidding, if not bidding in their personal capacity. (Attach a letter of authority)

Juristic entity name.

Registration no.

If an individual, marital status. (please select appropriate box)

- Single
 Divorced
 Married out of community of property
 Married in community of property
 Muslim rites
 Traditional (Type: _____)
 Other (Type: _____)

Form of Business:

Listed Public Company: <input type="checkbox"/>	Private Company: <input type="checkbox"/>	Close Corporation: <input type="checkbox"/>
Unlisted Public Company: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Sole Partnership: <input type="checkbox"/>
Trust: <input type="checkbox"/>	Non-Profit Organisation (NPO): <input type="checkbox"/>	Non-Profit Company (NPC): <input type="checkbox"/>

Physical address. (attach proof of residence)

Contact numbers.
landline..... mobile.....

e-mail

Bidder Initial

By signature of this bidder registration card, the signatory:

1. Acknowledges and understands that he/she shall not be entitled to bid until such time as the Auctioneer's registration fee has been paid or secured to the Auctioneer's satisfaction, this registration fee is refundable should he/she not be the highest bidder. The signatory further acknowledges that in the event that the signatory is the successful bidder, the registration fee will be allocated against the signatory's payment obligations in terms of the Offer to Purchase to be executed by the Signatory pursuant to the auction.
 2. Acknowledges himself/herself to have read, understood and be bound by: the Auctioneer's terms and conditions of auction, the rules of auction; and has complied with FICA requirements i.e. provided a copy of his/her ID book, proof of residence (Utility Bill - not older than 3 months) and letter of authority to sign on behalf of a juristic entity.
 3. Acknowledges that he/she is tax compliant and has provided a valid SARS Tax Verification / Tax Compliance PIN status document / PBO Certificate (The provision of a SARS document indicating a SARS reference number will not suffice).
 4. Acknowledges and understands that, in respect of lots subject to a reserve, should his/her bid be knocked down as the highest bid in respect of any lot bid upon, such bid shall constitute an irrevocable offer to purchase the relevant lot at such price, which offer shall remain open for acceptance by the seller of the lot for a ten (10) business days as specified in the conditions of sale.
 5. Acknowledges and understands that, in respect of lots not subject to a reserve, should his/her bid be knocked down as the highest bid in respect of any lot bid upon, then such lot shall be deemed to have been sold to the bidder at such bid.
 6. Acknowledges and understands that any sale of immovable property by way of public auction shall be binding on the bidder and does not need to be recorded in a written agreement, in accordance with the provisions of Section 3(1) of the Alienation of Land Act 68 of 1981.
 7. Acknowledges and understands, notwithstanding the contents of paragraph 4 above, that should his/her bid be the highest bid on any lot, he/she will then be obligated to sign the Auctioneer's conditions of sale by public auction, which agreement cannot be amended in any way and the bidder acknowledges to have acquainted himself/herself therewith; The Auctioneer's conditions of sale agreements can be downloaded or viewed online, and in the case of a traditional auction, copies will be made available at the auction on request.
 8. Acknowledges that, should his/her bid be knocked down as the highest bid in respect of any lot bid upon, a buyer's premium of 10% plus VAT shall be payable over and above the bid price, unless otherwise stated.
 9. Warrants, in the event that he/she is bidding on behalf of another person/company/close corporation/Non-Profit Organisation or Company, or trust, that he/she has all necessary authority to do so and to bind such party to any consequent sale and will produce written proof of such authority upon request.
 10. Acknowledges that where applicable, in the event of allowing the paddle allocated to the bidder to be used by any other bidder whether registered or not, shall remain liable for performance. The signatory acknowledges that in the event of the Auctioneer declaring a bid to have been knocked down, such declaration shall be deemed to constitute the fall of the hammer and the bidder shall be liable for performance.
 11. The bidder acknowledges that it was afforded a reasonable period of time and opportunity to inspect the Property prior to the commencement of the auction as contemplated in terms of Regulation 28(5)(b) of the CPA, which inspection the Auctioneer facilitated either electronically or in the traditional manner (physical inspection), pursuant to the applicable laws in place at such time.
 12. The bidder further acknowledges that he/she has viewed the property and that he/she has ascertained the state of the property, pursuant to having been provided with a complete tour (either virtually/electronically, alternatively physically - having regard to the prevailing legislation) of the property and is satisfied that he / she has exercised his / her right to inspect the property prior to the commencement of the auction.
- The following provisions (clauses 12-14) are only applicable to auctions conducted by way of electronic/virtual means:**
13. The Auctioneer will take all reasonable steps to comply with the requirements of a virtual/electronic auction but it cannot be held liable for any damage (direct or indirect) insofar as it may be found that any such damage has been suffered by the bidder as a result of any non-compliance with these requirements and neither the AGENT's negligence nor gross negligence shall found such a claim.
 14. The Parties acknowledge that the auction will be conducted in accordance with Regulation 30 to the CPA and that the auction will meet all the requirements of auction sales duly amended so as to apply to a virtual/electronic platform to wit:
 - 14.1. The relevant platform has been available to anyone over the age of 18 years;
 - 14.2. The platform provides industry level standards of security for electronic transactions;
 - 14.3. The platform provides for easy access to all records prescribed in the Regulations in a generally used or accepted medium or format;
 15. The Auctioneer may require the execution of documents to be performed by means of electronic signature and/or contemporaneous remote viewing together with the exchange of documents to be performed by electronic means (such as scanning and emailing).

DISCLAIMER: Whilst reasonable precautions have been taken in compiling the information contained in this document, neither the seller nor the Auctioneer shall be liable for any loss, damage or expense whatsoever or howsoever caused, arising from reliance on any information provided, nor do they guarantee the completeness or accuracy thereof, the duty at all times resting on the Purchaser to conduct its own due diligence inspections relating to the property/ies referred to herein in order to verify the information reflected, and the purchaser's participation in any auction or private treaty sale based upon such information shall be entirely at its own risk and in acceptance of the foregoing.

The Auctioneer will take all reasonable steps to comply with the legal requirements of an auction (whether virtually/electronically, and/or a physical auction) but it cannot be held liable for any damage (direct or indirect) insofar as it may be found that any such damage has been suffered by any party as a result of any non-compliance with these requirements.

The Purchaser or the bidder (on behalf of the Purchaser) acknowledges that it was afforded a reasonable and sufficient period of time and opportunity to inspect the Property prior to the commencement of the auction as contemplated in terms of Regulation 28(5)(b) of the CPA, which inspection the Auctioneer provided either electronically as a virtual/electronic tour (or a traditional/physical inspection) due to the laws currently in place.

Signature..... Date.....

<p>Method of Payment:</p> <p>By EFT only: <input type="checkbox"/></p>

<p>Banking Details: Bank: FNB Branch: Melrose Arch Branch Number: 254405 Acc Number: 62286710770 Name: The High Street Auction Company (Pty) Ltd Beneficiary Reference: Name and Surname Email: ctregistrations@highstreetauctions.com</p>

Bidder Initial

THE HIGH STREET AUCTION COMPANY (PTY) LTD (Reg. No. 2010/019027/07)

Registered with the PPRA. Holder of Section 54(1)(a) Trust Account

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