RULES OF AUCTION
for
LIVE ON SITE AUCTIONS AND ONLINE AUCTIONS

1. **INTRODUCTION**

1.1. These Rules of Auction constitute all the terms and conditions for Live Auctions and Online Auctions, that may be combined or held separately and the process for taking bids telephonically at such auctions. For the purposes of these Rules of Auction the–

1.1.1. "**Live On Site Auction**" is an auction procedure whereby the bidders attend in person at the site designated for the auction and the Auctioneer takes bids from the floor;

1.1.2. "**Online Auction**" means an auction conducted on an internet based platform;

1.1.3. "**Telephonic Bidding**" means the process of taking telephonic bids from a registered Bidder not in attendance at the auction site by a High Street employee, designated to do so, and such High Street employee relaying the bid to the Auctioneer.

1.2. It is important for any individual wishing to bid at an auction to read these Rules of Auction carefully and with due diligence in that the act of making a bid by an individual at the auction constitutes *prima facie* proof that such individual has read and understood these Rules of Auction.

2. **DEFINITIONS** - The following definitions shall apply and be used in these Rules of Auction for ease of reference –

2.1. "**Auction**" - collectively refers to a Live On Site Auction and Online Auction;

2.2. "**Auctioneer**" - the individual appointed and duly authorised by High Street to conduct the Auction;

2.3. "**bid**" – an offer made by a Bidder to the Auctioneer to purchase a certain Lot;

2.4. "**Bidder**" – an individual duly registered to attend and bid at the Auction;

2.5. "**Bidder's Number**" – the non-transferable specific Bidder's identification number issued to a registered Bidder to enable such registered Bidder to participate in the Auction;

2.6. "**Buyer**" – a bidder who's bid has been accepted by the Auctioneer by the falling of the hammer;

2.7. "**commission**" – in addition to the successful bid price the Buyer is liable to pay High Street's commission. Such commission is subject to High Street's sole and unfettered discretion and may vary to take into account factors such as, but not limited to, categories of lots and/or categories of auctions;

2.8. "**CPA**" – the Consumer Protection Act 68 of 2008, and the Regulations promulgated in terms of and pursuant to the Consumer Protection Act;

2.9. "**entity**" - any juristic person, company, partnership, trust, organisation, association, firm or business undertaking or any other vehicle used to conduct business, and any government department or agency, municipality, public utility or statutory body;

2.10. "**Goods**" – collectively refers to movable assets (including but not limited to vehicles) and all items of value as put up for sale at the Auction;

2.11. "**High Street**" – The High Street Auction Company (Pty) Ltd;

2.12. "**Lot**" – a single movable asset (e.g. motor vehicle) or an indivisible parcel of Goods (the "**parcel**") put up for sale at the Auction. The Bidder has to bid for the entire parcel. The Bidder cannot bid for a portion of the parcel or for a single item in a parcel;

2.13. "**media**" – collectively refers to the electronic media (e.g. websites/platforms on the Internet and social media) and the printed media (e.g. newspapers, magazines, trade journals and the like);

2.14. "**purchase consideration**" - the purchase consideration for the Lot purchased is the aggregate of the successful bid price plus VAT plus High Street's commission plus VAT. For example, and solely for illustration:

If the successful bid is	1 000
Plus VAT @ 15% if applicable	150
If the commission is 10%	100
Plus VAT @ 15%	15
The Purchase Consideration payable would be	**1 265**

2.15. "**Seller**" – any person who has, or entity which has, mandated High Street to sell certain Goods for and on behalf of such person or entity by way of auction;

2.16. "**vehicle**" – a motor vehicle as defined in terms of the National Road Traffic Act such as, but not limited to, cars, bakkies, trucks, trailers, motor bikes;

3. **ADVERTISEMENT** - The advertisement is placed in the media in terms of Regulation 19 of the CPA (the "**Advertisement**"). The Advertisement sets out the date, time and place of the Auction, a description of the Goods to be put up for sale at the Auction and viewing days, and time for viewing and the viewing locations for the potential bidders to view and inspect the Goods put up for sale. The Advertisement shall be placed in the media not less than 2 days before the Auction date. Any comments regarding the attributes/features of the Goods in the Advertisement are opinions for advertising purposes and are not to be construed as warranties of whatsoever nature.

4. **REGISTRATION**

4.1. An individual who wishes to attend the Auction may do so online by logging into the High Street Website https://highstreetauctions.bidwrangler.com/ui and filling in the requisite form and sending same to High Street online.

4.2. Upon receipt of such individual's request for registration, High Street shall send an email to such individual –

4.2.1. attaching -

4.2.1.1. the Bidder Registration Form for completion and signature;

4.2.1.2. a declaration setting out the information required in terms of the provisions of The Financial Intelligence Centre Act ("**FICA**") and the FICA Regulations promulgated pursuant thereto (the "**FICA Declaration**") for completion and signature;

4.2.2. setting out the ZAR amount of the registration fee required and details of High Street's bank account for payment of the registration fee by way of EFT. Any other methods of payment (e.g. cash, cheques, etc) are not acceptable. The potential Bidder must email conclusive proof of payment of the registration fee to fleet@highstreetauctions.com.

4.3. The documents in 4.2.1.1 and 4.2.1.2 above may be signed by way of electronic signature or manual signature and returned by way of scanned copy by email to fleet@highstreetauctions.com or delivered by hand to High Street at West Wing, First Floor, Presidents Place, 1 Hood Avenue, Rosebank, 2196, South Africa.

4.4. Upon receipt of the above documents duly completed and signed and conclusive proof of payment of the registration fee, such individual will be notified that he/she is a registered Bidder entitled to attend and bid at the Auction in person or online.

4.5. No person will be allowed to bid at the Auction without having signed and returned the Bidder Registration Form and/or the FICA Declaration and/or without conclusive proof of the EFT payment of the registration fee.

4.6. The Bidder's Number allocated to a registered Bidder and identifies such Bidder. As such, the Bidder's Number is strictly non-transferable and cannot be used by any other person or entity, unless specifically authorised in writing by High Street.

4.7. By registering for this auction, you consent to receive emails from High Street, including marketing and promotional communications.

5. **VIEWING** - Potential bidders are encouraged to physically view and inspect the vehicles and the prime movable assets and all other Goods put up for sale on the viewing days. Viewing is important, in that by making his/her bid to the Auctioneer, the Bidder is deemed to have viewed the Goods and having acquainted himself/herself with the condition of the Goods whether or not such Bidder has, or has not, taken the opportunity to do so.

6. **LEGAL FRAMEWORK**

6.1. Auctions are governed by, and must comply with, Section 45 of the CPA and the applicable Regulations promulgated in terms of, and pursuant to the CPA.

6.2. Section 45(3) prescribes that "*a sale by auction is complete when the auctioneer announces its completion by the fall of the hammer …*". As such the law implies that an agreement of sale is concluded on the fall of the hammer (i.e. a binding agreement automatically comes into place between the Bidder and the Auctioneer on the fall of the hammer). Such an agreement of sale as implied by law is hereinafter referred to as the "**sale agreement implied by law**".

6.3. All risk, profit and loss in and to the Goods pursuant to a successful bid, is transferred to Buyer on the fall of the hammer. However ownership of such Goods will only be transferred to the Buyer on receipt of full payment of the purchase consideration.

6.4. It is brought to the Bidder's attention that section 55 of the CPA under the heading "*Consumer's Rights to Safe Good Quality Goods*" does not apply to auctions. I.e. The warranties implied by law as set out in Section 55(1) do not apply to auctions. As such the Auctioneer and High Street give no warranties, express, tacit or implied by law in respect of the Goods put up for sale of whatsoever nature. In particular, and without limiting the ambit of the aforesaid, there is no warranty that the Goods are fit for the purpose for which they are intended. The Goods are sold "as is" "voetstoots". The Bidder is thereafter encouraged to view and inspect the Goods put up for sale on the specific viewing days and times set out in the Advertisement.

6.5. In terms of Section 45(4) of the CPA High Street hereby gives notice that –

6.5.1. all Lots put up for auction are subject to a reserve price unless advertised and/or designated otherwise; and

6.5.2. in respect of Lots that are subject to a reserve price, the Auctioneer (or person acting on behalf of the Auctioneer) may bid at the Auction up to the reserve price.

6.6. In the event of the Bidder acting as an agent for and behalf of any other person and/or as agent for and on behalf of any entity the Bidder shall disclose that fact in writing to High Street timelessly prior to the commencement of the Auction. In such circumstances, the Bidder is required to submit certified copies –

6.6.1. in relation to an individual – a power of attorney and FICA documents in respect of such individual;

6.6.2. in relation to a company – a resolution by the directors of such company and FICA documents in respect of such company / directors;

6.6.3. in relation to a trust – a resolution of the trustees and FICA documents in respect of such trustees;

6.6.4. in relation to such any non-incorporated association – a resolution of the office bearers of such non-incorporated association and FICA documents in respect of such non-incorporated association,

certifying that the Bidder is duly empowered and authorised to act for and on behalf of such individual, company, trust or such non-incorporated association as the case may be.

6.7. Notwithstanding the above the Bidder remains jointly and severally liable with the entity on whose behalf the Bidder bids at the Auction.

7. BIDS FOR LOTS WITH NO RESERVE PRICE AND BIDS FOR LOTS ABOVE THE RESERVE PRICE

7.1. On the fall of the hammer on the Auction day the sale agreement between the successful Bidder and the Auctioneer implied by law is concluded. As such successful Bidder, now legally bound by the sale agreement implied by law, is hereinafter referred to as the "**Buyer**".

7.2. As the sale agreement implied by law is complete, High Street will issue an invoice to the Buyer for the purchase consideration of the Lot/Lots purchased after the date of the Auction. The purchase consideration must be paid by the Buyer, without deduction or setoff, within 2 days from the date of receipt of the invoice.

8. **BIDS FOR LOTS BELOW THE RESERVE PRICE**

8.1. For the purpose of this paragraph "“**confirmation period**” means the period of 5 days from the date of the Auction during which the Seller must either confirm or reject a bid made below the reserve price.

8.2. In all cases, including a bid below the reserve price, on the fall of the hammer the sale agreement implied by law comes into being. However such sale agreement in respect of a Lot with a reserve price is subject to the resolutive condition, namely that the sale agreement will fail and be of no further force and effect if the Seller does not accept the lower than reserve price. The Seller must decide whether to accept or reject the lower reserve price on or before the last day of the confirmation period. Should the Seller not make his decision before the last day of the confirmation period, the Seller shall be deemed to have rejected the lower than reserve price and unless otherwise agreed the Goods may be returned for Auction.

8.3. If the Seller accepts the lower than reserve price, the sale agreement remains in place and of full force and effect. In such instance High Street will issue an invoice to the Buyer for the purchase consideration of the Lot purchased after the date of such acceptance by the Buyer. Such invoice must be paid within 2 days from receipt thereof.

9. **PAYMENT**

9.1. The Buyer must make payment of the purchase consideration in South African Rands (“**ZAR**”) without deduction or setoff, within 2 days from receipt of High Street’s invoice (the “**due date**”). Failure to effect payment by the due date constitutes the wrongful and unlawful repudiation (i.e. cancellation) of the Sale Agreement. In such instances High Street will accept the repudiation on behalf of the Seller and terminate the Sale Agreement without prejudice to the Seller’s rights to claim all such damages from the defaulting Buyer arising from such unlawful repudiation. In such circumstances the Registration Fee incurred is non-refundable.

9.2. High Street shall only accept payment in ZAR. To the extent that the Auctioneer or High Street may advise a potential Bidder as to the indicative exchange rate between ZAR and such potential Bidder’s domestic currency at the time of the Auction, the Auctioneer and High Street take no responsibility whatsoever as to the determination of exchange rates and no responsibility whatsoever as to changes in the exchange rate from date of Auction to date of payment.

10. **COLLECTION OF GOODS SOLD** - The Buyer shall bear the onus and responsibility to collect the Goods purchased from High Street’s premises or the Seller’s premises or such other premises as High Street may direct. No Goods will be made available for the Buyer for collection until the full purchase price consideration is respect thereof has been paid and received by High Street.

11. **ADDITIONAL AND SPECIFIC PROVISIONS RELATING TO VEHICLES PUT UP FOR AUCTION**

11.1. High Street will endeavour to ensure that a NATIS Registration Certificate for all vehicles which are put up for auction will be made available to the potential Bidder on the Auction day.

11.2. The potential Bidder bears the onus to check the first date of registration to calculate the age of the vehicle and to check that the chassis number, VIN number, registration number, engine number and make and model of the vehicle conforms with, and is the same as, the information set out in the NATIS Registration Certificate.

11.3. High Street and the Auctioneer make no warranties whatsoever as to the condition of the vehicles. All vehicles are sold "as is" voetstoots. Without limiting the generality of the aforesaid, the Auctioneer and High Street make no representations or warranties –

11.3.1. that the vehicle put up for auction is suitable for its intended use by the Buyer;

11.3.2. as to the safety and roadworthiness of the vehicle;

11.3.3. regarding the accuracy of the odometer reading.

11.4. On the collection date High Street shall furnish the Buyer with the NATIS Certificate of Registration and the NATIS "Notice of Change of Ownership of Motor Vehicle Form – NCO" duly signed by the owner of the vehicle. The Buyer bears the onus to procure the transfer of ownership and preparation and submission of all documentation as may be necessary to effect the registration of ownership into the Buyer's name.