



CONDITIONS OF SALE

1. These conditions are subject to the rules of Auction available on the auction website at www.vanrensburchandsonsauktioneers.co.za and comply with the consumer protection act of 2008.
2. No bids will be accepted without the buyer being duly registered at the office and receiving a valid buyers number.
3. A bidder making the highest accepted bid for a lot will become the purchaser immediately and the item will belong to that bidder.
4. The auctioneer has the right to regulate the bidding.
5. Bids may only be accepted by the auctioneer or the seller.
6. The auctioneer reserves the right to refuse any bid or remove any lot.
7. All bids are exclusive of VAT, when buying items you must add 15% on top of the item price, all goods sold are charged with a buyers commission of 10% and VAT.
8. A admin fee of R1,800 plus VAT will be charged on goods sold such as vehicles, trucks or any item that requires transfer of ownership with natis documents. We provide the paperwork and submit. It is your responsibility as the purchaser to apply for the new license disc within 21 days from buying a vehicle on auction.
9. All goods are sold as is and without warranties and without any duty to repair from any parties, we cannot be held responsible for any items not meeting the buyers expectations, this is a auction and goods are sold as it is in the condition it is in.
10. Lots knocked down remain at own risk of the purchaser.
11. No goods may be removed until paid in full, please note a proof of payment is not considered as payment, the money must reflect in our accounts before removal of items can be issued.
12. No cash or cheques will be accepted at the auction, eft only and debit cards for deposit. Please note a 2% fee will be added on card payments. No fees applicable for eft transactions.
13. No buyer will be allowed to bid without paying the deposit amount of R5,000 first, this is to ensure the security of bids.
14. The auctioneer has the right to bid on behalf of third parties, vendors and absentee bidders. In case of a reserve price the auctioneer has the right to allow vendor to bid to reach the reserve price.
15. The Auctioneer has the right to withdraw any lot with the sellers permission.

16. Any buyer who defaults in terms of payment will forfeit their deposit and will be banned from attending further auctions and will be liable to pay legal charges to recover all incurred costs.
17. All outstanding invoices must be paid within 24 hours after the auction.
18. All sales are final.
19. If the lot is a vehicle the auctioneer cannot guarantee the odometer reading, it is sold as is.
20. Should there be any dispute, the auctioneer is entitled to settle such dispute at his sole direction which shall include the direction to resell such lot or declare any bidder to be the purchaser.
21. Auctions are recorded for security and dispute purposes.
22. All lots are subject to change and can be sold subject to confirmation (STC)
23. No party shall have a claim for damages of any nature in the event of the auctioneer settling a dispute.
24. If a dispute should arise between the Auctioneer and the purchaser, the auctioneer reserves the right to hold any deposits paid as surety until the dispute is resolved between the parties.
25. The purchaser acknowledges that the auctioneer will secure the goods in the same way as any other goods under his control and is not liable in any way for any damage to, or shortfall in, the goods or any goods stolen or destroyed before the purchaser takes delivery of the purchased goods.
26. The purchaser hereby agrees to pay costs on the scale as between attorney and client, disbursements and collection commission incurred by the seller or auctioneer to obtain payment of any amount due hereunder and the purchaser consents to the jurisdiction of the Magistrate's Court, in terms of Section 45 of Act 32 of 1994 as amended, but acknowledges that it is in the sole discretion of the auctioneer or seller to elect to institute action in the High Court.
27. A purchaser shall be deemed to have made himself fully acquainted with the goods in the lot for which he/she bids.
28. Risk in and to the lots shall pass to the purchaser on the fall of the hammer when it is sold and it is therefore imperative of payment, however the purchaser shall only be entitled to take delivery of the lots once payment of the full purchase price of all lots is received.
29. Loading of items the day after the auction is the responsibility of the purchaser, we will assist where we can however, it remains the responsibility of the purchaser to arrange own transportation and loading of items.
30. Van Rensburg & Sons Auctioneers are not responsible for any damages or losses to either persons or possessions on our premises.
31. No goods shall be removed from the yard while auction is in process.
32. No goods shall be removed without payment reflecting in our accounts.
33. The above terms and conditions constitute the contract between the auctioneer and the purchaser. No variation of this contract, novation or consensual cancellation or any waiver of any portion hereof shall be of any force or effect unless reduced to writing and signed by both parties.

