



*W*INELANDS

PROPERTY AUCTION

WESTERN CAPE • SOUTH AFRICA

23 OCT 2020

RULES OF AUCTION

AUCTION FACILITATOR

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W. **DYNAMIC** ■■■  
**AUCTIONEERS**.co.za

# RULES OF AUCTION

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## WINESLANDS PROPERTY AUCTION

WESTERN CAPE, SOUTH AFRICA

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This auction is conducted by Ronnie Botes, PO Box 68516, Highveld Park 0169; 5 Ellman Street, Sunderland Ridge, Centurion, 0157; Tel. 0861 55 22 88, Email: [ronnie@dynamicauctioneers.co.za](mailto:ronnie@dynamicauctioneers.co.za)

The sale shall be subject to the control of the auctioneer who shall have the sole right to regulate the advance in bidding. We are selling per rising bid in South African Rand.

Dynamic Auctioneers is acting on instructions from **VARIOUS SELLERS**. The Auctioneer is duly authorised by the Sellers to sell the assets by public auction on the following conditions:

1. Each LOT that is numbered or pointed out by the auctioneer will be sold subject to a reserve price or subject to confirmation. The Auctioneer or his agent shall be entitled to bid up to the reserve price on behalf of the Seller, but shall not be entitled to make a bid equal to or exceeding the reserve price;
2. The Rules of Auction comply with Section 45 of the Consumer Protection Act no. 68 of 2008, hereinafter referred to as the "the Act";
3. The following provisions of Section 45(1), (2) and (3) are brought to your attention, and provide that:
  - 3.1 In this section "Auction" includes a sale in execution pursuant to a court order to the extent that the order contemplates that the sale is to be conducted by an auction;
  - 3.2 When the 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;
  - 3.3 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;
4. The Auction will start at the published time without any delay to allow any specific person(s) to bid on the auction;
5. If you as registered purchaser and allow a second or third person to purchase with your number, you will, as registered purchaser be held and kept liable for payment for your account. A person who attends the auction to bid on behalf of a registered purchaser or entity must produce a letter of authority that expressly authorises him or her to bid on behalf of that purchaser or entity. Where a person is bidding on behalf of a company the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company.
6. All monies must be paid to Dynamic Auctioneers' Trust Account for the benefit of the Seller. Refundable deposit of R5000 for Property and R2000 for Wine and Whiskey lots payable upon registration;
7. The auctioneer will during the course of the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of property by the seller;
8. Anyone that intends to bid at the auction must register his or her identity on the bidder's record prior to the start of the auction and such registration must meet the requirements of the Financial Intelligence Centre Act of 2001, in respect of the establishment and verification of identity of the person and that person must sign the registration entry;

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9. The bidder's record and the vendu roll will be available for inspection at the offices of Dynamic Auctioneers during normal business hours free of charge, as well as at the auction;
  10. The conduct of the auction is controlled by the auctioneer who has the sole right to regulate the bidding procedure;
  11. The sale shall be by the rise and lots shall be sold to the highest bidder subject to the Auction Rules and the Conditions of Sale, if applicable;
  12. Every prospective bidder must read the RULES OF AUCTION and CONDITIONS OF SALE, where applicable, and must not bid unless he or she has done so;
  13. Every bid shall be an offer to purchase on the Lot for the bid amount, which the Seller or the Auctioneer may accept or reject, including the right to withdraw the Lot prior to acceptance by the Seller, in their absolute discretion;
  14. If no bid equals or exceeds the reserve price, the property may be withdrawn from the auction. The Seller shall be entitled to instruct the Auctioneer to accept any lower bid;
  15. In the event of a dispute between the bidders, the decision of the auctioneer shall be final and binding;
  16. The auctioneer shall be entitled to correct any error by him;
  17. No bid may be withdrawn after the fall of the hammer. If the offer is accepted the sale shall be binding and deemed to be a sale by auction for the purposes of the Act;
  18. If a lot is sold subject to confirmation, the Auctioneer shall announce the confirmation period on the day of Auction. The highest bidder's (purchaser's) offer shall be open for acceptance by the Seller or his Agent (the Auctioneer) on behalf of the Seller, during the confirmation period;
  19. Should the purchaser's offer be rejected by the Seller, the purchaser shall be entitled to a refund of any deposit and/or commission paid by him or her;
  20. Should the sale require the consent of a statutory authority or any court of law, then the auction shall be subject to the granting of such consent;
  21. If the Seller is registered for VAT, the Auctioneer shall announce that VAT is applicable and 15% VAT will be payable on top of Bid amount, in respect of all Lots where VAT is applicable;
  22. It is the bidder's responsibility to confirm any trade or retail values provided as well as the year model of any Lot, if applicable. All details provided is according to the information at the disposal of the agent seller and is not guaranteed in any way;
  23. Movable property are purchased and sold "voetstoots" and the Seller shall not be liable for any defects, patent, latent or otherwise in the property nor for any damage occasioned to or suffered by the purchaser by reason of such defect.
  24. Balance of the purchase price becomes due and payable on the fall of the hammer. Payment to be made during or immediately after the sale. Goods remain the property of the auctioneer until full payment has been received.
  25. No goods may be removed during the time of sale and must be paid for in full before they are removed from the premises.
  26. There will be a R 1950.00 excluding VAT, vehicle paper processing fee charged per vehicle. Please note that licensing papers may not be available on the auction day for administrative reasons. Please note that Natis documents may take up to 21 days. Dynamic Auctioneers does not confirm year of manufacture of any registered vehicle and only has knowledge of date of liability for first licensing.
  27. **The Seller moreover reserves the right to accept any other offer that may be received in respect of the movable assets during the confirmation period. In addition, and for the sake of clarity, it is recorded that the Seller shall be entitled to accept any offer received at auction immediately and on the spot, and shall not be obliged to wait out the confirmation period before doing so.**

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## CONDITIONS APPLICABLE TO SALE OF IMMOVABLE PROPERTY

28. Immovable property are purchased and sold "voetstoots" and the Seller shall not be liable for any defects, patent, latent or otherwise, in the property nor for any damage occasioned to or suffered by the Purchaser by reason of such defect.
29. The Seller shall not be required to indicate to the Purchaser the position of the beacons or pegs upon the property and/or boundaries thereof, nor shall the Seller be liable for the costs of locating same.
30. Descriptive information given, adverts and catalogues are done in good faith. The Auctioneer or the Seller cannot be held responsible for any errors of description.
31. 10 % Deposit of the full purchase price is payable immediately, by the Purchaser, upon acceptance of the offer by the Seller on the immovable property. Additional payments and / or deposits or balances thereof, as well as the payment of the balance of any purchase price due against registration of transfer, will be regulated by the provisions of the Offer to Purchase.
32. All auction sales of immovable property will be subject to acceptance by the Seller, shall not be withdrawn by the Purchaser and shall be irrevocable until 17H00 on 30 October 2020, during which period the Seller shall be entitled at any time to accept the offer made at auction.
33. The offer to purchase made at auction will constitute a binding agreement of sale between the parties upon the Seller's acceptance thereof. The Seller warrants that he/she/they have the necessary powers to either accept or reject the offer.
34. Should the Seller not accept the offer within the time period stipulated in clause 31 above, the offer shall lapse and be of no further force or effect.
35. **The Seller moreover reserves the right to accept any other offer that may be received in respect of the property during the confirmation period. In addition, and for the sake of clarity, it is recorded that the Seller shall be entitled to accept any offer received at auction immediately and on the spot, and shall not be obliged to wait out the confirmation period before doing so.**
36. **In addition to the RULES OF AUCTION set out above, all immovable properties sold on auction shall be expressly subject to the terms and conditions recorded in the Seller's Offer to Purchase applicable to a specific property. The requisite Offer to Purchase for every property can be obtained from Dynamic Auctioneers upon request.**

## AUCTIONEER'S COMMISSION

**The Purchaser shall be liable to pay the auctioneer's commission at a rate of 7 % plus VAT over and above the purchase price.**

I hereby certify that to the best of my knowledge the rules of auction comply with the requirements of Regulation 27.

*Ronnie Botes*

For: Dynamic Auctioneers

## NOTICE TO ALL ATTENDEES

**Each and every lot will be sold as is, where is, with no guarantees or warranties, express or implied.**

**All information regarding the lots in the buyer's guide are statements of opinions only and shall never imply any guarantee as to the correctness of completeness of any information supplied either verbally or in writing about any lot. Mileages supplied are not guaranteed and should be checked by the purchaser.**

**Persons attending are notified that an auction site is potentially dangerous place. Flammable, Noxious, Corrosive and pressurized substances are present, heavy equipment is being operated and electric circuits may be live. Every person at the Auction site before, during and after the auction sale shall be deemed to be there at his own risk with notice of the condition of the premises, the activities on the premises and the conduct of third parties and any registered bidder shall so advise his agents and employees.**

**No persons shall have any claim against the auctioneers, their agents, employees or principals for any injuries sustained, nor for damages to or loss of property which may occur from any cause whatsoever.**

# BANKING DETAILS

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## **NEDBANK**

ACCOUNT NAME: DYNAMIC SOLUTIONS 1068 (PTY) LTD  
ACCOUNT TYPE: CURRENT ACCOUNT  
BRANCH CODE: 112 805  
ACCOUNT NUMBER: 1004 978 731  
REFERENCE: MA02052020/INITIALS & SURNAME

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## **FNB – FIRST NATIONAL BANK**

ACCOUNT NAME: DYNAMIC SOLUTIONS 1068 (PTY) LTD  
ACCOUNT TYPE: CURRENT ACCOUNT  
BRANCH CODE: 250 655  
ACCOUNT NUMBER: 628 046 96 336  
REFERENCE: MA02052020/INITIALS & SURNAME

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PLEASE E-MAIL THE PROOF OF PAYMENT TO:  
**FRANK@DYNAMICAUCTIONEERS.CO.ZA**

# REGISTRATION FORM

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## WINESLANDS PROPERTY AUCTION

WESTERN CAPE, SOUTH AFRICA

DATE: 23 OCTOBER 2020

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NAME & SURNAME

PHYSICAL ADDRESS

ID NUMBER

EMAIL

TELEPHONE NUMBER

CELL NUMBER

PROOF OF ADDRESS

COPY OF ID

PROOF OF PAYMENT *REF NO: MA02052020/INITIALS & SURNAME*

I ACCEPT THE TERMS AND CONDITIONS

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PLEASE EMAIL THE REGISTRATION FORM AND RELEVANT DOCUMENTS TO  
**AUCTION@EMBOSS.CO.ZA**