

**VEILINGSREÛLS,
BEDINGE EN VOORWAARDES**

1. Hierdie veiling word gehou onder die beheer van BKB Beperk (hierna "die Afslaer" genoem) met besigheidspersone geleë te:
.....
2. Die Afslaer word hier deur benoem deur die Koper en Verkoper om op te tree vir en namens die Koper en Verkoper as agent in ooreenstemming met Artikel 54 van die Belasting op Toegevoegde Waarde Wet, 1991, ten opsigte van alle belasting fakture, krediet en / of debiet notas ten opsigte lewendehawe, wild en/of ander goedere aangebied by die veiling of enige koste van vervoer en versekering premies wat namens die Koper en Verkoper betaal is.
3. Die reëls van hierdie veiling is ooreenkomstig met die bepalings van Art 45 en alle relevante regulasies tot die Verbruikers Beskermings Wet Nr 68 van 2008.
4. Vir groter duidelikheid, bepaal Art 45(1-4) soos volg:
 - 4.1 Wanneer na veilings verwys word, sluit dit eksekusie verkopings gemagtig deur 'n hofbevel in, insover die hofbevel vereis dat die verkope van bates deur middel van 'n veiling moet plaasvind.
 - 4.2 Wanneer bates in lotte te koop aangebied word op 'n veiling, elke lot, tot die teendeel bewys word, geag word 'n aparte transaksie te wees.
 - 4.3 Verkope deur middel van 'n veiling word as finaal beskou wanneer die Afslaer die verkoop van 'n spesifieke item of lot as voltooid aankondig deur die val van die hamer of op enige ander gebruiklike manier. Tot en met hierdie aankondiging, kan 'n bod herroep word.
 - 4.4 Vroegtydige kennis moet gegee word as die veiling en/of lot onderworpe is aan:
 - 4.4.1 'n Reserwe of minimum bod; of
 - 4.4.2 Die reg van die eienaar of Afslaer om op die veiling te bie, of enige ander persoon namens die eienaar of Afslaer te bie.
5. Tot en met die toestaan van 'n bod deur die Afslaer, soos bedoel in Art 45(3), is die Afslaer geregtig om enige bod te verwerp wat nie aan die regulasies voldoen nie en die hoogste bod aan te wys.
6. Hierdie veiling is nie 'n absolute veiling nie, maar onderworpe aan reserwe pryse vasgestel deur die Verkoper en uitgewys deur die Afslaer voor die verkoop van elke bate of lot.
7. Hierdie veiling sal op die datum en tyd begin soos geadverteer of gepubliseer en sal nie uitgestel of later begin om enige lid of groep van die publiek in staat te stel om aan die veiling te mag deelneem nie.
8. Indien die Afslaer bewys raak van enige fout op advertensie materiaal of enige ander publikasie of enige wysiging in hierdie veilingsreëls, sal die Afslaer spesifiek die wysigings in die reëls uitwys sowel as die foute in die advertensie of publikasie.
9. Enige persoon wat die veiling bywoon om self te bie moet, voor die aanvang van die veiling, registreer as 'n Koper op die kopersrol en voldoen aan die vereistes soos voorgeskryf in Hoofstuk 1 van FICA 2001 en die kopersrol/koperskaarte onderteken.
10. Enige persoon wat die veiling bywoon om namens 'n ander persoon te bie, moet behoorlik daartoe gemagtig word deur middel van 'n magtigingskrywe van sy prinsipaal en beide die persoon en sy prinsipaal moet voor die veiling op die kopersrol registreer deur die nodige informasie te verskaf soos voorgeskryf in Hoofstuk 1 van die regulasies uitgereik in terme van FICA 2001 ten opsigte van die bewys van identiteit en moet die kopersrol/koperskaart onderteken.
11. Waar die prinsipaal 'n maatskappy is, sal die magtigingskrywe op die briefhoof van die maatskappy verskyn en vergesel word met 'n gesertifiseerde afskrif van die resolusie wat die persoon magtig om so te doen. (Vir doeleindes van hierdie reël, sluit die verwysing na maatskappy ook 'n verwysing in na enige juridiese persoon, insluitend vennootskappe, trusts of regsliggame).
12. Alle Kopers het 'n reg om die bates te koop aangebied te inspekteer en die Afslaer sal redelike tyd en toegang hiervoor toelaat voor aanvang van die veiling.
13. Alle lewendehawe, wild en bates word voetstoots verkoop en die Kopers geniet nie die beskerming soos uiteengesit in Art 55 en 56 van die Verbruikers Beskermings Wet nie.
14. Enige inligting verstrek met betrekking tot die gehalte, taling, geslachtsboom, ouderdom, datum van dekking, kondisie, reproduktiewe status of vermoë, vrugbaarheid, gesondheidstoestand, produksievermoë, massa of enige aspek van die lewendehawe en/of wild, word deur die Verkoper verstrek en enige wanvoorstelling deur die Verkoper is sonder die medewete of samewerking van die Afslaer. Enige verhaalsreg voortspuitend uit so 'n wanvoorstelling sal uitsluitlik teen die Verkoper wees.
15. 'n Bod gemaak sluit nie Belasting op Toegevoegde Waarde in nie. BTW sal, waar van toepassing, by die prys gebie gevoeg word op alle fakture wat uitgereik word.
16. Alle verkope geskied kontant en die koopprys is onmiddellik betaalbaar aan die Afslaer na aanvaarding van die bod, tensy vooraf anders met die Afslaer ooreengekom is. Enige kontantbetalings is verder onderworpe aan kontant of enige ander hanteringsfoeie. Sou die koper egter versuim om binne 7 dae van lewering te betaal, is BKB geregtig om rente by die uitstaande bedrae te voeg bereken teen die huidige bank prima koers plus 5%, maandeliks bereken en gekapitaliseer.
17. Indien die Koper nie die koopprys onmiddellik betaal nie en verder geen gepaste reëlings met die Afslaer getref het nie, sal/kan die Afslaer die verkoop kanselleer en die bate of lot as onverkoopte bates hanteer en dit of weer aanbied op die veiling of byloop van die veiling uit die hand uit namens die Verkoper verkoop, afhangend van die Verkoper se mandaat aan die Afslaer.
18. Eiendomsreg in die lot sal gevestig bly in die Verkoper totdat die koopprys daarvan ten volle aan die Verkoper verreen is, met die voorbehoud dat risiko in die bates of lot reeds by toestaan van die bod oorgaan na die Koper soos uiteengesit in klousule 23.
19. Indien die Koper wel vooraf gepaste reëlings met BKB getref het, magtig die Koper BKB hiermee om die koopprys, koste van vervoer en versekering of enige ander ooreengekomte koste, minus BKB se kommissie, namens die Koper aan die Verkoper en ander diensverskaffers te betaal, in welke geval die gemelde koopprys, en koste geag word gelde geleen en voorgeskiet te wees, die terme waar van ooreengekom is met die Koper in 'n aparte kredietooreenkoms of koopooreenkoms. Alle betalings in terme van hierdie klousule wat deur BKB gemaak moet word aan die Verkoper namens die Koper sal deur BKB gemaak word na verstryking van 5 werksdae vanaf datum van lewering aan die Koper. Betalings voor verstryking van die 5 werksdae deur BKB aan die Verkoper word gemaak in die uitsluitlike diskresie van BKB en is nie 'n afdwingbare vergunning nie.
20. Solank enige bedrag hierkragtens deur die Koper aan BKB verskuldig is, mag die Koper, waar die bates die onderwerp van sekuriteit is vir die Koper se kredietfasiliteit met BKB, nie afstand doen van die besit van die bates nie en mag die Koper nie die bates of enige van sy regte of verpligtinge kragtens hierdie ooreenkoms seeder, afstaan, verpand of andersins beswaar, verkoop, vervoer of aanbied om die voornoemde te doen, of toelaat dat die bates onderworpe raak aan enige retensierereg, hipoteek, pand of ander beswaring of geregtelike beslaglegging wat ookal die oorsaak daarvan nie. BKB kan sy regte en belange hierin seeder, afstaan of verveem, sonder afstanddoening of benadeling van sy reg van invordering van enige gelde aan BKB verskuldig.
21. Waar die Verkoper by die aangaan van hierdie veiling reeds 'n bedrag verskuldig is aan BKB of enige filiaalmaatskappy of firm van BKB, ongeag die skuldorsaak van sodanige verskuldigheid, magtig die Verkoper BKB onherroeplik om die koopprys hiervan (minus BKB se kommissie) teen die Verkoper se rekening te krediteer, synde betaling van die koopprys namens die Koper te wees.
22. Waar BKB, in terme van die 'n kredietooreenkoms gelde geleen of voorgeskiet het aan die Koper vir die betaling van die koopprys van die bates en die vervoerkoste en versekeringspremies, sal geen verweer hoegenaamd wat die Koper teen die Verkoper of vervoerkontraakteur of verskeraar het, geopper word teen BKB nie en sal die Koper steeds verplig wees om alle bedrae, tesame met ander rente en kostes kragtens die kredietooreenkoms of koopooreenkoms verskuldig aan BKB te betaal. Die bepalings van hierdie klousule plaas geen beperking op die Koper se reg of regte/remedies wat hy mag hê teen die Verkoper, vervoerkontraakteur of verskeraar uit te oefen nie.
23. Nog die Koper nog die Verkoper sal met betrekking tot enige bedrag hierkragtens verskuldig geregtig wees om skuldvergelyking toe te pas of betalings te weerhou ten opsigte van eise teen mekaar of teen BKB.
24. Elke lot sal onmiddellik nadat die bod toegestaan is geag word as gelewer aan die Koper en sal daarna op die uitsluitlike risiko van die Koper wees, wie op eie koste die lot of bate van die veilingsterrein sal verwyder. Verwydering van enige bates of lotte sal egter slegs toegelaat word na betaling van die koopprys deur die Koper tensy die gepaste reëlings met die Afslaer getref is en hy toegestem het tot verwydering.
25. Die Afslaer sal slegs die rede vir die veiling aankondig indien dit enige rede anders is as 'n vrywillige verkoop van goedere deur die eienaar.
26. Die kopersrol en die vendurrol is beskikbaar vir geregistreerde Kopers vir inspeksie deur middel van 'n skriftelike versoek en met goeie rede, gedurende besigheidsure by die besigheidspersone van die Afslaer.
27. Hierdie veilingsreëls sal slegs by die veiling uitgelees word indien dit nie beskikbaar was aan die publiek by die besigheidspersone van die Afslaer nie. In die geval van lewendehawe en/of wild veilings, bly die veilingsreëls onveranderd en is dit in die algemeen beskikbaar by die besigheidspersone van die Afslaer en op die Afslaer se webtuiste.
28. BKB sal onder geen omstandighede hoegenaamd deur enigiemand aanspreeklik gehou word vir enige verlies of skade van enige aard hoegenaamd, hetsy direkte of indirekte skade of gevolgschade of andersins gelyk deur enigiemand, indien die lewendehawe en/of wild op die veilingsterrein onder kwarrantyn geplaas word as gevolg van die aanwesigheid van 'n beheerde veesiekte onder enige lewendehawe en/of wild op die veilingsterrein nie. BKB sal die reg hê om die veiling te staak en elke koop nietig te verklaar en geen party hoegenaamd sal enige verhaalreg teen BKB hê met betrekking tot die uitoefening van hierdie bevoegdheid van BKB nie.
29. Partye wat enige permitte, verwyderingsertifikaat, dokumente van identifikasie of enige ander statutêre voorgeskrewe dokument benodig, is self aanspreeklik vir die verkryging daarvan. Enige opdragte aan die Afslaer met betrekking tot die laai, en/of vervoer en/of keuse van vervoerkontraakteurs en/of versekering en/of keuse van verskeraars en/of versorging van die lewendehawe en/of wild of goedere voor of na afloop van die veiling, word uitgevoer op die algehele risiko van die Koper of Verkoper, na gelang van die geval en die Afslaer sal nie aanspreeklik gehou word vir enige verlies of skade van enige aard hoegenaamd, hetsy direkte, indirekte, gevolgschade of andersins, wat gelyk mag word as gevolg van enige opdragte van 'n Verkoper of Koper uitgevoer deur die Afslaer. Die Afslaer aanvaar egter verantwoordelikheid soos bedoel in Art 65(2) van die Verbruikers Beskermings Wet terwyl die goedere of lewendehawe en/of wild onder beheer van die Afslaer is. Enige ooreenkoms wat die Afslaer met die vervoerondernemer of verskeraar mag aangaan, word deur die Afslaer aangegaan as die verteenwoordiger van die Koper of die Verkoper, na gelang van die geval. Alle vervoerkoste en versekeringspremies is vooraf betaalbaar aan die Afslaer in kontant tensy reëlings tot die bevrediging van die Afslaer hieroor getref is.
30. Die Koper en die Verkoper stem toe tot die jurisdiksie van die Landdroshof soos beoog in Artikel 45 van Wet Nr 32 van 1944 ten opsigte van enige aksie wat die Afslaer teen die Koper of Verkoper mag instel, ondanks dat die aangeleentheid, eisorsaak, bedrag of waarde die regspraak van daardie Hof mag oorskry, wat kragtens Artikel 28 van die voornoemde Wet jurisdiksie teen aansien van die Koper of Verkoper het. Nietenstaande die voorafgaande, sal die Afslaer in sy uitsluitlike en absolute diskresie die reg hê om 'n regsgeding in enige Hoogeregshof van bevoegde jurisdiksie in te stel.
31. Enige regskoste wat deur BKB aangegaan word as gevolg van enige nie-nakoming van die Koper of Verkoper se verpligtinge hierkragtens, insluitende invorderingskommissie, sal deur BKB verhaal word van die Koper of Verkoper, nagelang van die geval, op die skaal soos tussen prokureur en eie klient.
32. Geen wysiging, verandering of novasie van of byvoeging tot hierdie voorwaardes en geen afstanddoening deur BKB van enige van sy regte hierkragtens sal enigsins van krag wees tensy dit op skrif gestel is en onderteken is deur BKB nie.
33. Geen toewyding of vergunning wat deur die Afslaer aan die Koper of Verkoper toegestaan word sal geag word om 'n afstanddoening te wees van enige van die Afslaer se regte hierkragtens nie en sodanige toewyding of vergunning sal nie geag word of vertolk word as 'n novasie hiervan nie.
34. Indien enige bepaling hiervan onwettig is of retrospektief onwettig gemaak word, sal daardie onwettige bepaling geag word as deelbaar van die res van die bepalings hiervan en *pro non scripto*.

**RULES OF AUCTION,
TERMS AND CONDITIONS**

1. This auction will be held under the control of BKB Limited (hereinafter referred to as "the Auctioneer") with business premises situated at:
.....
2. The Auctioneer is hereby appointed by the Purchaser and Seller to act for and on behalf of the Purchaser and Seller as agent in accordance with Section 54 of the Value-Added Tax Act, 1991, in respect of all tax invoices, credit and/or debit notes in respect of all livestock, game and/or goods offered at the auction or any costs of transport and insurances premiums paid for on behalf of the Purchaser and Seller.
3. The rules of this auction shall comply with the provisions of Section 45 and all relevant regulations to the Consumer Protection Act 68 of 2008.
4. For greater clarity Section 45(1-4) states as follows:
 - 4.1 In this section, "auction" includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction.
 - 4.2 When goods are put up for sale by auction, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.
 - 4.3 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.
 - 4.4 Notice must be given in advance that a lot or sale by auction is subject to:
 - 4.4.1 A reserved or upset price; or
 - 4.4.2 A right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, or any one person on behalf of the owner or auctioneer, as the case may be, may bid at the auction.
5. Until the fall of the hammer as contemplated in Section 45(3) of the Act, any bid may be retracted or declined by the Auctioneer if not compliant with the regulations of the Consumer Protection Act.
6. The auction is not an absolute auction but subject to reserved prices settled by the sellers and as pointed out by the Auctioneer prior to the sale of the set asset or lot.
7. The auction shall take place at the date and time as advertised or publicised and will not be postponed or delayed to enable any member or group of the public to partake in the auction.
8. Should the Auctioneer become aware of any fault on advertising material or any other publication or amendment to these Rules of Auction, the Auctioneer will prior to the auction point out and when necessary amend such mistakes in the advertisement or publication.
9. Any person attending the auction to enter a bid, must prior to the auction register as a buyer on the bidders' roll and comply with the conditions as set out in Chapter 1 of FICA 2001. The purchaser shall sign the bidders' roll/card.
10. Any person who attends the auction to enter a bid on behalf of another person must be duly authorised thereto by means of a written letter of authority from its principal and such a person together with his principal must both register prior to the auction on the bidders' roll and provide all necessary information as required in Chapter 1 of the regulations issued in terms of FICA 2001 with regard to proof of its identity. The bidders' roll/card must be signed by such a person and on behalf of its principal.
11. Where the principal is a company the letters of authority shall appear on the letterhead of the company together with a certified copy of a resolution authorizing the person to bid on behalf of the company. (For purposes of this rule any reference to a company will include any reference to juristic person including partnerships, trusts or incorporated entities).
12. All purchasers have a right of inspection of all goods put up for sale and the auctioneer shall provide reasonable time and access prior to the start of the auction for such an inspection.
13. All livestock, game and goods are sold "voetstoots" and the purchasers do not enjoy the protection of Section 55 and 56 of the Consumer Protection Act.
14. Any information provided regarding the quality, breeding, age, date of insemination, condition, reproductive status or any information regarding health, production or mass or any other aspect of the livestock and/or game, is provided by the seller and any misrepresentation by the seller is without the cooperation or knowledge of the Auctioneer. Any right of recourse as a result of such misrepresentation shall be against the seller.
15. Any bid made does not include VAT which, where applicable, will be added to the bidding price for which a VAT invoice will be issued.
16. All sales are for cash and purchase price is payable immediately to the Auctioneer on acceptance of the bid unless otherwise arranged prior to the auction with the Auctioneer. Any payment made in cash is further subject to cash or any other handling fees. Should the Purchaser however fail to make payment within 7 days from date of delivery, BKB will be entitled to add interest calculated at the current bank prime rate plus 5% to the capital amount outstanding. The interest will be calculated monthly and capitalised.
17. Should the purchaser not pay the purchase price immediately and has failed to make arrangements for payment with the Auctioneer, then the Auctioneer can/will cancel the sale and treat the assets or lots as unsold lots which may again be presented on the auction for sale or be sold out of hand by means of liaison services, depending on the seller's mandate to the auctioneer.
18. Ownership in the lot or assets will remain that of the seller until the purchase price has been paid in full to the seller with the provision that the risk in the assets or lot passes to the purchaser at the fall of the hammer as set out in clause 23.
19. In the event that Purchaser has made necessary finance arrangements with BKB, the Purchaser hereby authorises BKB to pay the purchase price or costs of transport, insurance and any other agreed cost, minus BKB's commissions, on behalf of the Purchaser to the Seller and other service providers, in which event the said payment by BKB on behalf of the Purchaser will be deemed to be monies lent and advanced, the terms and conditions thereof being agreed with the Purchaser in a separate credit agreement or sale agreement. All payments made by BKB to the Seller on behalf of the Purchaser in terms of this clause will be made after the lapse of 5 (Five) working days from date of delivery of the asset to the Purchaser. Any payment made by BKB to the Seller prior to the lapse of the 5 (Five) working day period is made at the sole discretion of BKB and not an enforceable indulgence.
20. For as long as any amount is owing to BKB by the Purchaser, the Purchaser may not, where the assets are the subject of security of the Purchaser's credit facility with BKB, relinquish possession of the said asset, nor may he cede the asset or any of its rights and obligations in terms of this agreement to a third party or otherwise encumber, sell or dispossess the said asset or allow it to become the subject of any right of retention, hypothec, pledge or any encumbrance, whatever the cause thereof may be. BKB may be entitled to cede its rights and obligations without affecting its rights of recourse for any monies still due to it.
21. In the event of the Seller already being indebted to BKB or any of its affiliates at the time of this auction, the Seller hereby irrevocably authorises BKB to set off the purchase price due to the Seller by BKB (minus BKB's commission) against the amounts due by the Seller to BKB.
22. Where BKB, in terms of a credit agreement, lent and advanced monies to the Purchaser for payment of the purchase price of any asset or payment of any transport costs or insurance premiums, no defence of whatsoever nature which the Purchaser may raise against the Seller or the transport contractor or the insurance company may be raised against BKB and the Purchaser shall still be obligated to pay all amounts owing, together with further interest and costs thereon raised in terms of the credit agreement or sale agreement, to be BKB. The conditions of this clause do not interfere with the rights, entitlements or remedies the Purchaser may have against the Seller, transport contractor or insurance company.
23. Neither the Purchaser, nor the Seller, shall be entitled to apply set-off or to retain any monies owing arising from any claim they may have against each other or BKB with regards to any amount owing in terms hereof.
24. Each lot shall immediately after the fall of the hammer deemed to be delivered to the purchaser at which time the risk will pass to the purchaser who will at his own risk and cost remove the lots or assets from the auction terrain. Removal of any assets or lots however will not be allowed by the Auctioneer until payment of the purchase price by the purchaser or acceptable arrangements for payment thereof have been made by the purchaser with the Auctioneer.
25. The Auctioneer will only be obliged to give reasons of the auction if such reasons are other than the voluntary sale of goods by its owners.
26. The bidders' roll and vendor roll will be available for registered buyers for inspection with written notice and good reason during the normal office hours at the business premises of the Auctioneer.
27. The rules of auction will only be read out at the auction if they were not available to the public at the place of business of the Auctioneer. In the event of livestock and game auctions, the rules of auction remain unchanged and are in general available at the business premises of the Auctioneer or on the website of the Auctioneer.
28. Under no circumstances will BKB be held liable for any loss or damage of any cause whatsoever albeit direct or indirect damages suffered by anyone if the livestock and/or game at the auction premises have to be placed under quarantine as a result of the presence of a livestock and/or game disease present. In such event BKB will have the right to cancel the auction as well as any already complete sales and no party will be entitled or have a right of recourse against BKB.
29. Any party requiring permits, removal certificate, documentation of identification or any other statutory prescribed document will solely be responsible for obtaining same. Any instructions to an auctioneer with regards to the loading, transporting, choice of transport contractors, insurance or choice of insurers will be executed at the sole risk of the person acquiring such services and the Auctioneer will not be held responsible for any losses whether direct or indirect which may be suffered as a result of giving effect to the instructions by the Auctioneer. The Auctioneer however does accept responsibility as contemplated in Section 35(2) of the Consumer Protection Act whilst the goods or lots are under control of the auctioneer. Any agreement entered into by the Auctioneer with a transport company or insurer is done so in its representative capacity of the seller or buyer. All transport costs or insurance premiums are therefore payable to the Auctioneer in cash except if acceptable alternative arrangements were made with the Auctioneer.
30. Both the seller and the buyer consent to the jurisdiction of the Magistrate's Court as contemplated in Section 45 of Act 32 of 1944 having regard to any action which the Auctioneer may institute against the buyer or seller irrespective of the cause of action. Notwithstanding the aforesaid the Auctioneer will have the sole and absolute discretion to institute action in any High Court with appropriate jurisdiction.
31. Any legal costs that BKB may have or will incur as a result of the non-compliance of the Purchaser and/or Seller in terms of its or their obligations herein, shall be recoverable by BKB, together with collection commissions from the Purchaser and/or Seller on a scale as between attorney and own client.
32. No variation, amendment, novation or addition to these terms and conditions will have the effect of BKB renouncing any of its rights in terms hereof, unless it is reduced to writing and signed by BKB.
33. No relaxation or indulgence by the Auctioneer must be interpreted as a waiver of any of the Auctioneer's rights in terms hereof. Such relaxation or indulgence must also not be interpreted as a novation hereof.
34. Should any condition be unlawful or become retrospectively unlawful, that unlawful condition shall be deemed to be amended to the extent and in the manner as is necessary to make it lawful or should such amendment be impossible, the unlawful conditions shall be deemed devisable from the remainder of the conditions and *pro non scripto*.