



HEAD OFFICE
33 Strand Road
Bellville
Western Cape
Tel: 021-949 8837

IKAPA EXPRESS AUCTIONEERS (Pty) Ltd

Reg. No: 2016 / 374304 / 07

Terms & Conditions – Movable Items SWELLENDAM Municipality 6 APRIL 2017

1. Only registered buyers are permitted to bid on the auction. Any person intending to bid must be registered first, and no exceptions will be allowed.
2. The auction sale shall commence by the auctioneer announcing and identifying the item to be put up for offers (hereinafter also referred to as “the lot”) and calling for offers (hereinafter also referred to as “the bid”)
3. Strictly no cash/ bank guaranteed cheques and EFT’s will be accepted on site for deposits/ settlement of payments.
4. The purchase price will be announced by the auctioneer on that particular auction if it is inclusive or exclusive of VAT.
5. The auctioneer reserves the right to refuse any bid/ withdraw any lot without being obligated to issue any reason for such refusal.
6. Ikapa Express Auctioneers is not permitted to split invoices as per the Consumer Protection Act 2011 (Act no 68 of 2011) and will therefore not entertain such request to that effect.
7. The bidder shall forfeit his/her deposit should he/she fail to pay the outstanding amount at a specified period. No courtesy calls in this regards will be made by Express Auctioneers to the bidders.
8. Goods are sold “voetstoets” and no claims will be considered by the auctioneer by virtue of incorrect description, quantity, inferior quality, condition, or any other grounds whatsoever. Each and every lot will be sold as is, where is, with no guarantees or warranties express or implied.
9. All information regarding the lots in the catalogue are statements of opinion only and shall never imply any guarantees as to the correctness of any information supplied either verbally or in writing about any lot.
10. All goods are sold without any warranties whatsoever. The auctioneer shall not be liable in any way for any errors in inaccuracies in the description or identification of the goods. It is the buyer’s responsibility to check the goods on the day of viewing determined by the auctioneer before placing a bid on that particular item.
11. As soon as a lot has been knocked down, ownership and risk shall be passed to the bidder and no complaints will be considered thereafter.

12. Bidders are not permitted to enter into any transaction on the auction premises for the resale of any goods purchased at the sale.

13. No lots purchased may be removed until payment has been honoured le.

14. No cash will be accept at auction only EFT or bank guarantee cheques

15. Bidders may attend either personally or be represented to supervise the loading of their lot/s, but it must be distinctly understood that no complaints entertained after each lot has been knocked down. Therefore it is the bidder/s responsibility to gather all information before bidding.

16. Any bidder who intends to bid on behalf of another must produce a letter of authority that complies with Regulation 26(3) of the CPA, which states that such a letter must expressly authorize such a bidder to do so, and that both the principal and the bidder must submit documentation in support and verification of their identities.

17. In the event of a dispute between two bidders, the lot may be put up again for auctioning and re-sold, or the auctioneer in its sole discretion may declare the buyer.

18. For the purpose of all the proceedings hereunder the parties contest to the jurisdiction of the Magistrate Court otherwise having jurisdiction under section 29 of the Magistrate Court ACT OF .44 AS AMMENDED NOT WITHSTANDING THAT SUCH PROCEEDINGS ARE OTHERWISE BEYOND JURISDICTION. This clause shall be deemed to constitute the required written contest configuring jurisdiction upon the said Court pursuant to section 45 of the Magistrate Court Act of 1944 as amended.

19. Goods must be removed the same day for the latest by 4:30pm, and as per agree by auctioneer.

20. All Buyers to comply with FICA regulations.

21. ALL OUR AUCTIONS COMPLY WITH THE RULES AND REGULATIONS AS SET OUT BY THE CONSUMER PROTECTION ACT NO 68 OF 2011

22. 5 % BUYERS COMMISSION INCLUDE VAT (COMMISSION PAYABLE BY BUYER)