

## Bidder Registration Form

Bidder Number: \_\_\_\_\_

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

ID / Passport Number: \_\_\_\_\_

Cell: \_\_\_\_\_ Tel: \_\_\_\_\_

Email Address: \_\_\_\_\_

Auction Property/Properties:

**Unit 1115 Harbour Arch**

**1 Christian Barnard Street**

**Foreshore, Cape Town**

I confirm that I have read and understood the Auction Contract(s) of Sale.

I confirm that I have read and understood the Auction Terms for the relevant property/properties.

I confirm that I have read and understood the Auction Conditions of Sale as they appear on this Bidder Registration Document.

Should I be the successful bidder on the above Auction Property/Properties. I confirm that I am aware of the terms and conditions of such auction purchase and I agree to execute the contract in its entirety.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Date

# Auction Conditions of Sale

1. The highest approved Bidder shall be the Buyer subject to:
  - a. The Reserve Price, if any; and
  - b. The Seller's approval.
2. The Auction sale is unconditional, and there is no condition permitted that the sale is subject to finance of any kind.
3. Any variation to the Auction Conditions of Sale or Auction Terms of the specific Auction Property shall only be valid if a Variation to Auction Terms contract has been signed in advance and accepted by the Seller and Auctioneer, prior to the auction.
4. There is no cooling off period.
5. All Bidders must be registered in order to bid, and comply with the registration requirements.
6. The Auctioneer, at his sole discretion, may pause an auction in order to register a bidder.
7. Bidders must use their numbered bidding identifier to bid.
- 8. The seller gives instruction to the auctioneer, I have authority to place up to two bids on behalf of the seller, only for an amount below the seller's reserve price, and those bids will be clearly announced as seller bids.**
9. The bidder warrants their ability to enter into the Auction Contract of Sale and perform in accordance with the terms.
10. Any person bidding on behalf of another person or entity may only do so if registered with the relevant Special Power of Attorney or authority, failing which they will be deemed to be bidding in their personal capacity.
11. The Auctioneer has the discretion to refuse a bid from any person.
12. A bid will be taken to be accepted and irrevocable, unless the Auctioneer refuses a bid immediately after it is made.
13. The Auctioneer, in his sole discretion, may determine the bidding increments.
14. The decision of the Auctioneer is final in all matters relating to the auction and no bidder has the right to recourse against the Auctioneer or Seller.
15. Notwithstanding Condition 14 above, if there is a dispute the Auctioneer may:
  - a. Reopen the bidding and resubmit the property for sale, starting with the highest bid previously accepted; or
  - b. Determine the dispute in any other way the Auctioneer considers appropriate in his absolute discretion.
16. Immediately after the fall of the hammer the Bidder with highest bid accepted must sign, as the Purchaser / Buyer, the Auction Contract of Sale with the Auction Conditions of Sale, and pay the deposit as specified in such Conditions.
17. The deposit will be invested with interest for the benefit of the Purchaser
18. The Seller and Purchaser agree to sign all documents and do everything necessary to effect transfer should a sale be concluded. Both Seller and Purchaser irrevocably appoint the Auctioneer as their agent to sign the Auction Contract of Sale on their behalf.
19. If the Purchaser / Bidder does not pay the deposit he is in breach and the Seller, in his sole discretion, may either:
  - a. Put the property up for sale, either by auction or private treaty, and hold the Purchaser liable for all costs incurred and damages suffered, including but not limited to the Auctioneer's fees and marketing costs, without prejudice to the Seller's other legal rights and remedies and the right to claim damages; or
  - b. Claim immediate payment of the whole purchase price and fulfilment of all terms and conditions in the Auction Contract of Sale.