

KIRKWOOD WILDSFEES CONDITIONS OF SALE

DISCLAIMER

Persons who enter the boma sites and auction venue do so at their own responsibility and risk. The Kirkwood Wildsfees and the auctioneer accept no responsibility or liability whatsoever for the figures, statements or information included herein. The details contained herein are intended only as a guide to prospective purchasers who in their own interest should verify all statements, information, etc. given. The auctioneers Conditions of Sale are applicable.

PROCEDURE

All prospective buyers must complete the registration forms available at the registration tables where they will be allocated their buyer number and receive their buyer card. During the auction the successful bidders must clearly display their buyer number to the auctioneer. Online registration and bidding may also be available.

Prices bid are per individual animal in the lot and not per lot (unless otherwise stipulated). Buyers bid per individual animal to take the whole lot. Prices bid exclude VAT. VAT is payable on all game purchases as well as transport charges.

At the conclusion of the auction, buyers must obtain an invoice from the Kirkwood Wildsfees administration staff and make payment for the respective invoices. Payment in full, including VAT, and any relevant finance and transport charges if applicable must be made to Kirkwood Wildsfees either by means of bank guaranteed cheque or internet transfer. Insurance will be available on the day of sale. A permit officer may also be available to issue the necessary permits required.

All loading of Boma and Catalogue animals will have to be authorised on confirmation of full payment for purchases made. Any queries are to be directed to Dirk Dorfling on 082 6549803. All permits are to be given to the transporters to accompany your animals purchased.

SALES METHOD

CATALOGUE: means that the animals offered are not physically present at the auction venue or relevant bomas, but will be delivered to the buyer from the site where they are kept within a determined period after the sale.

BOMA: means that the animals have been captured and are, at the time of the auction, physically present in either of the relevant stipulated bomas.

PRE-ARRANGEMENTS: Although no guarantee can be given that specific requests to bids can be complied with, buyers can give bidding instructions to staff prior to the sale subject to all conditions being met.

AGENTS: A person who is acting as an agent for a bidder must notify the auctioneers of this status prior to the commencement of the sale.

LOADING & TRANSPORTATION ARRANGMENTS:

LOADING OF ANIMALS: All arrangements regarding the loading of animals bought or sold out of the bomas or per catalogue are to be directed through Dirk Dorfling on 082 6549803. The owners of the bomas have no responsibility or obligation in this regard.

REMOVAL OF ANIMALS: Purchases from bomas will only be released to buyers once authorised on receipt of payment. The capture and removal of catalogue game will also need to be authorised on receipt of payment. The loading of animals will be supervised by Dirk Dorfling (082 6549803) and the Kirkwood Wildsfees staff. No loading to be undertaken without the Kirkwood Wildsfees officials being present. Animals must be removed from the bomas as soon as possible after the sale. The times for collection are to be arranged with Dirk Dorfling.

Buyers must arrange transport with the transporters on the day of the sale or supply their own transport. Buyers must please be advised that the transport must comply with the Nature Conservation Regulations as stipulated. The seller may refuse to load animals into transport that does not comply with these standards. The transport of live game must be along the shortest practical route. Game must be protected from the elements during transport.

Vehicle: Vehicle must be roadworthy. Vehicle must have a sturdy load body and sides. Prevent slippery floors by covering them with a layer of damp sand. A woven rubber mat can also be used provided it is firmly bolted to the floor. Straw is unsuitable as it causes dust. Remove loose articles from the loading space. For trips longer than 3 hours, there must be sufficient space for animals to lie down. The sides and top of the load body must be covered with a tarpaulin or roof. The roof must be high enough to allow animals to stand with ease. Different species and /or aggressive animals must be separated by means of partitions. Sacks are not recommended for the transport of game. Vehicles must be available for inspection before permits are issued.

Permits: Transport permits must accompany the driver of the vehicle. No export permit will be issued without the necessary import permits from other provinces in the case of animals leaving the province. Veterinary permits may also be required. Permits may be refused if it is considered to be contrary to the interest of Nature Conservation. Read the conditions of the permit. Game should preferably be loaded within 48hrs after an auction. Avoid the use of metal grills, such as those used for the transportation of cattle, unless they have been covered with a layer of damp sand. Cover sharp horns with plastic pipes, but remove them before release to avoid infection. Consult a vet before administering sedatives. Beware of introducing species that did not previously occur in the area. Beware of hybrids and mutations. Consult a Nature Conservation official before purchasing game. Buyers are responsible for arranging all necessary import and transport permits to Provinces of destination as above. Transport permits are available at the auction. The cost of transport provided by the transporter will be invoiced by the transporter and payment is to be made to the transporter. No animals will be loaded unless the necessary permits and authorisation has been given.

CONDITIONS OF SALE

The auction is under the control of the Kirkwood Wildsfees and the appointed auctioneer. All bids made are subject to the auctioneers' conditions amongst the following conditions:

Buyers must register prior to the commencement of the auction. All buyers registered warrant that they have full contracted capacity to enter into the sale. All animals are sold by the Kirkwood Wildsfees acting as an agent on behalf of the seller and neither the buyer nor the seller shall have any claim against the Kirkwood Wildsfees arising from the sale. The auctioneer acts on behalf of the Kirkwood Wildsfees and shall control the conduct of the auction bidding. The auctioneer, in his sole discretion, shall determine who the last bidder was and at his discretion determines whether that bidding shall be resumed, started afresh or he may withdraw the animals from the sale. Buyers will be bound by any announcements made by the auctioneer at the commencement of the sale, whether or not the buyer was present when this announcement was made. The auctioneer, in his sole direction, may change the order of the sale, suspend the auction during its course, declare a sale null and void in the case of a dispute and offer the animals for resale. Every bid is irrevocable and shall constitute an offer to purchase the animals for sale at the amount bid until such bid is accepted or refused. The bid shall cease on the fall of the hammer and acceptance of the bid shall be subject to confirmation by the seller. The price bid is an amount per animal, and the successful buyer is

obliged to purchase the entire lot at that bid. Every entry made in the vendor roll regarding the animals sold and the selling price thereof shall be binding on the buyer and the seller and shall not be disputed by either of them. The buyer shall not be enabled to withhold or set off any amount of the purchase price against any amount which the seller may owe the buyer or any other amount owed as a result of any possible or pending claim the buyer may have against the seller on the grounds of misrepresentation of any other reason. All animals are sold 'voetstoots' and no representatives are made by the seller or the auctioneer, and neither of them shall be liable for any patent or latent defects. Notwithstanding this claim, the seller warrants that at the time of sale that the animals to be sold are, to the best of his knowledge, free from disease. Both the buyer and the seller agree that the Kirkwood Wildsfees and the auctioneer shall not be responsible for any loss or damages arising from the sale of the diseased animals from contamination of healthy animals due to the placing of such animals in close proximity to diseased animals. Both the buyer and the seller indemnify and hold the Kirkwood Wildsfees and the auctioneer harmless against all claims, losses or damages arising from any error in the description of the animals submitted for sale. Risk in the animals shall pass from the seller to the buyer when:- i. In the case of animals sold from the boma, immediately after the bid being knocked down and -ii. In the case of animals sold from the catalogue -a. the animals are delivered by the seller to the buyer when the first hoof touches the ground at the place of delivery or -b. if the buyer fetches the animals from the seller, when the first hoof touches the vehicle load body. Ownership does not pass to the buyer until the buyer has paid the whole of the purchase price, and any interest and other legal costs payable if applicable in terms hereof. The seller and Kirkwood Wildsfees will be entitled to recover from the buyer any animals delivered to him in respect of which payment of the whole purchase price, interest and aforesaid costs has been made.

Neither Kirkwood Wildsfees nor the auctioneer shall be held liable for any injury or mortality of the animals whilst they are in the bomas. In the case of boma animals, delivery to the buyer shall be considered to have taken place immediately after the bid being knocked down and the buyer, at his own expense, shall be responsible for removing the animals from the sale venue.

With regard to animals sold from the catalogue:

1. The Seller will advise the Buyer at least four days before catching as to the date, time and place of capture. The catching date will be the delivery date. If practically possible, at the time of catching, the animals of the Buyer who purchased the first lot or lots offered by the Seller, shall have first choice, which right will be forfeited should the Buyer or his duly authorised representative not be present or arrive late. The first choice will then pass consecutively to the second Buyer of a lot or his duly authorised representative, and so on. Any Buyer or his duly authorised representative who forfeit his/her turn of selection will only be permitted to select his animals after all other Buyers have done so. Should there be more than one such Buyer or his/her duly authorised representative then their order of selection will be the order of their arrival at the place of catching. No delivery will be given after the catching date and the Buyer who does not take delivery on this date will forfeit to the Seller the purchase price which will be regarded as pre-estimated damages or "roukoop".
2. The cut-off date for delivery of all catalogue animals bought during the auction is 31 October except if it is clearly stated in the catalogue that delivery will take place on a date after this date. If no delivery has been made at that date, the Buyer will be refunded immediately and all responsibilities of the Kirkwood Wildsfees to the Buyer and Seller concerned will immediately cease. The Buyer and Seller would be free to negotiate about late delivery and payment after the stipulated dates, but the Kirkwood Wildsfees will not have any responsibilities or obligations in this regard.
3. The Seller will endeavor to provide Lots in the sex ratios as indicated in this catalogue, but because of the difficulties and unforeseen circumstances prevalent during the capturing of game, no guarantees can be given in this regard. Lots sold as family groups will consist of more females than males.
4. The accepted norm with respect to maturity of animals offered for sale as breeding groups (Per catalogue) is that a minimum of 60% of the lot will be mature animals. Sellers will endeavor to conform to this norm, but no guarantees can be given in this regard.
5. In the case of refunding for non or short delivery, interest (at the Absa call Account Rate) will be added, calculated from the date of sale.

THE FOLLOWING PAYMENT CONDITIONS ARE APPLICABLE

1. All sales are for internet bank transfer or by a bank guaranteed cheque, payable immediately upon acceptance of a bid.
2. Whilst all sales shall be subject to VAT, the prices bid shall be deemed to be exclusive of VAT so that the successful bidder in each case shall be liable for the price at which the animal was knocked down, plus VAT thereof.
3. If payment by cheque is accepted, in the sole and absolute, discretion of Kirkwood Wildsfees, it takes place subject to payment thereof, and right of ownership of animals shall pass to the Buyer only when the cheque is met by the banker.
4. No right of payment exists between the Buyer and the Seller, or is recognised by the Kirkwood Wildsfees.
5. The Seller will at the discretion of Kirkwood Wildsfees, receive payment for animals sold only after satisfactory proof of delivery is provided by way of a document, signed by both the Buyer and Seller and delivered to the Kirkwood Wildsfees or verbal confirmation of delivery by the Buyer and Seller to the satisfaction of the Kirkwood Wildsfees.
6. Removal of the animals from the bomas takes place only after payment and by permission previously obtained from the Kirkwood Wildsfees.
7. Should the Buyer default with payment, the Kirkwood Wildsfees may, in its own name, either repossess the animals, dispose of it at the Buyer's risk and recover the balance from the Buyer, or recover the full amount due from the Buyer.
8. Any amount due to the Kirkwood Wildsfees shall bear interest at a rate per annum of 5% (five percent) above the prime rate of interest charged by ABSA from time to time, from the date of purchase to the date of full settlement thereof.
9. The Buyer shall be liable for all costs, including attorney and client costs and collecting charges if action is taken in terms of clause 7 above.

The invoice issued between the Kirkwood Wildsfees and the Buyer will reflect the actual sale as decided by the auctioneers hammer. The Kirkwood Wildsfees will not entertain any private changes to transactions after the completion of the sale and/or invoice. Any bona fide error committed by the Kirkwood Wildsfees before, during or after the auction does not bind either the Kirkwood Wildsfees or the Seller and can be rectified immediately.

SPECIAL CONDITIONS OF THE AUCTION HIGHLIGHTED

1. The auction is under the control of the Auctioneers who will decide how the bidding will take place.
2. The Sale by auction is subject to a reserve price, unless specifically stated to the contrary by the Auctioneer.
3. No items will be released or loaded until full payment has been received for said items.
4. The Auctioneers or any of their representatives will not accept any liability for any withdrawal of an item, or items, statements or guarantees, which may be given verbally by its officials.
5. Every bid is irrevocable and the Auctioneers retain the sole right to: reject any bid, indicate the highest bidder, change the order of the sale, suspend the auction during its course, declare a sale null and void in case of dispute and to put up the items for resale.
6. The Buyer shall not be entitled to withhold payment of the purchase price as a result of any possible or pending claim that he/she may have against the Seller on the grounds of misrepresentation or for any other reason whatsoever.
7. Under no circumstances, can a Buyer who is also a Seller, and who has sold items on the same auction, withhold payment as a contra against any purchases made.
8. Buyers must register prior to the commencement of the auction.
9. If a registered Buyer allows another person to buy on his/her buyers card, the registered Buyer shall be liable for payment of such purchases.
10. Any bona fide error committed by the Auctioneer before, during or after the auction does not bind the Seller and can be rectified immediately.

11. A person who is acting as an agent for a bidder must notify the auctioneer of this status prior to the commencement of the sale. This is also applicable to any person acting as an agent for a foreign bidder who is not normally resident in the R.S.A. and will have to settle the account in foreign currency.
12. Although no guarantee can be given that specific requests to bid can be complied with, Buyers can give bidding instructions to staff prior to the sale.
13. Persons who enter the auction site do so at their own responsibility and risk.
14. The Auctioneer can, without prior notice, add to, reduce or alter these conditions by making announcements before or during the auction.
15. The details contained herein are intended only as a guide to prospective purchasers who in their own interest should verify all statements, information, etc. given.
16. Buyers must make sure that they are satisfied with what they are bidding on.
17. Insurance, if required, must be arranged by the buyer. The Auctioneer may assist in this regard, if specifically requested in writing by the buyer. The ultimate obligation to insure the items purchased shall vest with the buyer, unless the Auctioneer has accepted a written instruction to arrange the insurance.
18. PLEASE NOTE that bids are PER ITEM and not per lot! Buyers bid per item to take the whole lot, unless otherwise specified.
19. Immediately after the bid is knocked down, the lot is considered as delivered to the Buyer and as such the risk passes to the Buyer. Upon acceptance of a bid, regardless of whether it is the highest and subject to reserve placed on the lot by the seller, sale of the items takes place and the entire risk thereof passes to the Buyer for the lot purchased.
20. The Buyer shall, prior to the sale, ascertain whether there are any defects in the items and any bid by a Buyer shall be considered as acceptance of the item in the condition at the time of the sale.
21. In the case of Catalogue items, all risk will pass to the buyer once the items are loaded onto the buyers transport vehicle.
22. It is the Buyers responsibility to arrange the necessary transport of the lots purchased. Buyers must pay for, and remove their purchased items as soon as possible, and within the stipulated time period, otherwise additional storage or holding fees may be charged.
23. The party, who is, in accordance with such law, regulation or proclamation, liable for the payment thereof, shall pay any VAT or levy payable in terms of any law, regulation or proclamation. The Buyer is responsible for the payment of VAT where applicable.
24. All payments are to take place via means of EFT payable immediately after the sale.
25. Ownership of the animals shall pass to the Buyer only when the monies reflect in the auctioneers/sellers account.
26. The invoice issued between the Auctioneer and the Buyer will reflect the actual sale as decided by the Auctioneers hammer.
27. THE AUCTIONEERS CONDITIONS ARE BINDING

THE AUCTIONEERS CONDITIONS GOVERNING AUCTION SALES

1. The Sale by auction is subject to a reserve price, unless specifically stated to the contrary by the auctioneer.
2. The act of registering for the auction and participation by any bidder in the auction shall be taken by the auctioneer as confirmation and/or acceptance that the bidder has read, understood, and accepts that it is bound by the Rules of Auction.
3. Buyers may bid via proxy bid or telephone bid provided the registration requirements are met.
4. By placing a bid, the bidder warrants that they have the ability and the intention to proceed with the purchase of the items or lots being bid on.
5. If no bid equals or exceeds the reserve price, if any, the property or goods may be withdrawn from the auction. The seller (owner) and/or his agent and the auctioneer may bid up to the reserve price of the owner (seller), but shall not be entitled to make a bid equal to or exceeding the reserve price. Once the reserve price, if any is reached, on each and every lot, then the auction of that lot being offered, will be treated as an auction without reserve.
6. These Conditions of Sale comply with Section 45 of the Consumer Protection Act, Act 68 of 2008 (the Act) and the Regulations of the Act, which read as follows: Section 45 Auctions:
 - 45.1. 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.
 - 45.2. When 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.
 - 45.3. 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.
 - 45.4. Notice must be given in advance that a sale by auction is subject to
 - (a) a reserve or upset price; or
 - (b) a right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, or any other person on behalf of the owner or auctioneer, as the case may be, may bid at the auction.
 - 45.5. Unless notice is given in advance that a sale by auction is subject to a right to bid by or on behalf of the owner or auctioneer
 - (a) the owner or auctioneer must not bid or employ any person to bid at the sale;
 - (b) the auctioneer must not knowingly accept any bid from a person contemplated in paragraph (a); and
 - (c) the consumer may approach a court to declare the transaction fraudulent, if this subsection has been violated.
 - 45.6. The Minister may prescribe requirements to be complied with by an auctioneer, or different categories of auctioneer, in respect of
 - (a) the conduct of an auction;
 - (b) the records to be maintained with respect to property placed for auction; and
 - (c) the sale of any property by auction.

The Auction will start at the published time and not be delayed to allow any specific person or people to take part in the auction. The start will be under the control of the auctioneer.
7. The control of the auction shall be entirely in the hands of the auctioneer who shall regulate the advances in the bidding. In the event of a dispute, the auctioneer shall have the right to decide who was the last bidder at any stage of the sale, and may for any reason whatsoever, and in its absolute discretion, direct that bidding shall be resumed, or that bidding shall start afresh, or may withdraw the property from sale and put it up for sale at whatever time it may, in its absolute discretion, deem fit. The auctioneer shall be entitled in its sole and absolute discretion, to cancel a sale and to resell the property sold there at in the event of the buyer defaulting in his obligations and, should it do so, the defaulting buyer shall bear and be responsible for all expenses involved in such resale together with any loss sustained, but shall not be entitled to any benefit or profit which may be derived from such resale.
8. All goods and property (hereinafter referred to as the assets) are sold by the auctioneer as agent on behalf of the seller, who hereby authorizes the auctioneer to collect the purchase price from the buyer and the seller do hereby cede to the auctioneer all the sellers rights, title and interest in and to its claim for payment of the purchase price against the purchaser which session the auctioneer do hereby accepts.
9. Each bid shall constitute an offer to purchase the property for sale at the amount bid and can be revoked at any point until such bid is accepted or refused. Unless otherwise directed by the auctioneer, bidding shall be closed by the fall of the hammer and acceptance of a bid shall be subject to confirmation by the seller. Final acceptance of a bid shall be communicated by the auctioneer to the buyer. Whilst all sales shall be subject to VAT, the prices bid shall be deemed to be exclusive of VAT so that the successful bidder in each case shall be liable for the price at which the item sold was knocked down to him plus the VAT thereon.
10. The auctioneer will be under no obligation whatsoever to accept the highest or any other bid and will have the right to determine the minimum bid that will be accepted and to refuse any bid lower than the minimum bid. The auctioneer shall be entitled to refuse any bid (including the highest) without giving any reason whatsoever and he may withdraw the property from the sale before or

after it has been offered for sale. Any refusal or withdrawal by the auctioneer will be deemed a decision by the seller despite any contradictions.

11. In the event of a dispute arising amongst the bidders and or the auctioneer, the assets in dispute shall, at the sole discretion of the auctioneer, be re-auctioned.
12. Any error by the auctioneer shall be entitled to be corrected by him or her upon discovery.
13. The buyer shall be bound by all announcements made by the auctioneer at the commencement of and during the sale, whether or not the buyer is present at the time such announcements are made.
14. Unless otherwise stipulated by the auctioneers at the start of the sale, goods are offered for sale on a per item basis.
15. Payment of the purchase price by the buyer shall be made immediately after the property has been sold to him unless otherwise arranged with the auctioneers prior to the sale. Should any buyer fail to make payment immediately after the sale, then such buyer shall be liable, without prejudice to the seller's rights arising out of such failure, for interest on the balance of the purchase price outstanding, calculated from the date of the sale to the date of final payment, at a rate of up to the maximum prescribed by the Usury Act.
16. The buyer shall be obliged to pay the purchase price, and all other amounts payable in terms hereof, to the auctioneer or seller and shall not be entitled to set off any amount which the seller may owe to the buyer against any payment due to him in terms of or consequent upon any sale to which these conditions apply.
17. If a sale subject to confirmation is confirmed, the auctioneer shall inform the buyer of such confirmation orally within the period stipulated for confirmation. If the bidder whose bid has been provisionally accepted is not so informed, the property shall be deemed not to have been sold. The bidder whose bid is provisionally accepted shall not be entitled to withdraw his bid during the sale period. The auctioneer shall inform him of the amount and terms and conditions of any higher offer which it receives during that period and which the seller is prepared to accept and such bidder shall have the option to purchase on those same terms and conditions and at a sum equal to the highest of such other offers so notified to him.
18. The buyer warrants that he/she/it has full contractual capacity and power to enter into the sale or that, to the extent that the consent of any other party is required in order to ensure such capacity or power, such third party has consented. Any person who purchases on behalf of a principal (i.e. natural person) must furnish the auctioneer with a written signed Power of Attorney, prior to the commencement of the auction, failing which he/she will be personally liable for payment of any purchases made by him/her. The person bidding on behalf of or signing any document on behalf of the purchaser pursuant to a successful bid hereby binds himself/herself personally as co-principal debtor with the buyer for payment of the purchase price and personally guarantees all the obligations of the buyer under these Conditions of Sale.
19. A person who attends the auction, to bid and to sign the bidders record, on behalf of another person (i.e. on behalf of a company or legal entity) must produce a signed letter of authority that expressly authorizes him or her to bid or sign the bidders record on behalf of that person. Where a person is bidding on behalf of another entity the letter of authority must appear on the letterhead of the entity and must be accompanied by a certified copy of the resolution, if required, authorizing him or her to bid on behalf of the entity. The person bidding on behalf of or signing any document on behalf of the buyer pursuant to a successful bid thereby binds himself personally as co-principal debtor with the buyer for payment of the purchase price and personally guarantees all the obligations of the buyer under these Conditions of Sale.
20. In the event where a buyer allows another person to purchase on his or her buyers number, the registered buyer shall be liable for payment of such purchases. No bid by an unregistered buyer will be accepted by the auctioneer and the buyer will have no claim to any of the assets allegedly purchased by him
21. The seller warrants that there are no encumbrances on such assets, that the said assets are the property of the seller, and that the seller is competent and legally entitled to dispose of the assets. The seller further warrants as against the buyer that the assets are free of any patent or latent defects. In terms of Section 55(1) of the CPA, goods are sold voetstoots, as is, with no guarantees or warranties, express or implied by the auctioneer.
22. The seller, who offers the assets for sale, accepts all liability regarding the information furnished or any other particulars which might be incorrect. In the event of any dispute the buyer shall only have a claim against the seller and not against the Auctioneer.
23. The seller warrants as against the auctioneer that the assets are free of patent and latent defects and that any right or claim ceded to the auctioneer in terms of these Conditions of Sale is free of any defect or right of deduction or set-off, and that the said right or claim is fully and immediately enforceable against the buyer.
24. The buyer shall, prior to the sale, ascertain whether there are any defects in the assets and any bid by a buyer shall be considered as acceptance of the assets with any patent or latent defects in their condition at the time of sale.
25. The seller and the buyer indemnify and hold the auctioneer harmless against all claims for loss and/or damage arising from any error in description of any property submitted for sale.
26. Subject to any express agreement that may be entered into between the buyer and the seller, the risk in and to the property sold shall pass from the seller to the buyer upon confirmation of the sale but ownership of the property shall not pass to the buyer until he has paid the whole of the purchase price and any interest and/ or legal costs payable to him in terms hereof, and the seller or auctioneer shall be entitled to reclaim and recover from the buyer any property delivered to him in respect of which payment of the whole of the purchase price, interest and aforesaid costs has not been made.
27. The purchase price is payable by the buyer to the auctioneer by internet transfer (EFT) on the date of sale (the payment date) unless other payment terms and or means are agreed between the auctioneer and the buyer. The auctioneer reserves the right to refuse any method or means as payment.
28. Every entry made by the auctioneer in its vendor roll as to the property sold and the selling price thereof, shall be binding upon the buyer and seller and shall not be disputed by either of them.
29. The auctioneer is acting as the agent for and on behalf of the seller, and neither the buyer, nor the seller shall have any claim against the auctioneer arising from the sale.
30. In the event that the buyer should fail to pay the purchase price timeously, the auctioneer shall be entitled but not obliged, without formal cession of action from the seller, to sue the buyer in the auctioneers own name and on its own behalf for purchase price or any unpaid portion thereof and the buyer shall be liable to pay in addition to the purchase price and interest aforesaid, all costs incurred in tracing the buyer and all legal costs and charges on an attorney and own client scale including, inter alia, all collection commission lawfully debited to the seller or the auctioneer by its attorneys in regard to the recovery of any amount due by the buyer.
31. The buyer and the seller hereby consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Act on Magistrate Court (Act 32 of 1944 as amended) for any action instituted by the auctioneer against the buyer although the auctioneer is entitled to institute proceedings in any competent Court.
32. A certificate issued by a Manager of the auctioneer, whose appointment and authority shall not be necessary to prove, shall be prima facie proof of the amount owing by the buyer to the seller or the auctioneer.
33. In the absence of any express agreement, the auctioneer shall be entitled, in respect of each sale effected by it, to receive from the seller a reasonable remuneration for its services, together with the VAT thereon, which remuneration shall be the commission ordinarily charged by auctioneers at the time of the sale in the area where the sale is held. The seller shall also pay the amount of such expenses as the auctioneer may reasonably have incurred in connection with or incidental to the transaction.
34. Any indulgence shown or extension of time given, whether in respect of the payment of money or any other matter or thing hereunder, shall not constitute a waiver of rights by the seller and shall in no way prejudice him nor in any way limit his rights hereunder nor modify nor alter them, and he shall be entitled at any time to exercise such rights as though no indulgence had been shown nor extension of time given.
35. All documents necessary to be signed and all things necessary to be done to give effect to the purport and intention of the sale shall be so signed and done with all reasonable dispatch.

According to Regulation 26(2) of the Consumer Protection Act all prospective Buyers must hand in the necessary FICA documentation with Registration.

Note:

1. PRIVATE PERSON as well as the person registering on behalf of a third party.
 - 1.1 Copy of identity document.
 - 1.2 Proof of physical address not older than 3 months.
2. CLOSE CORPORATION
 - 2.1 Founding document;
 - 2.2 Copies of identity documents for all the Members;
 - 2.3 Proof of physical address for all the Members, not older than 3 months.
3. COMPANY
 - 3.1 Certificate of Incorporation;
 - 3.2 Copies of identity documents for all the Directors;
 - 3.3 Copies of identity documents for all the shareholders;
 - 3.4 Proof of physical address.
4. TRUST
 - 4.1 Copy of Trust Deed;
 - 4.2 Copy of Letter of Authority to act on behalf of the Trust;
 - 4.3 Copies of identity documents for all the Trustees.
 - 4.4 Copies of identity documents for all the Beneficiaries

In the case of any dispute in respect of the interpretation of any of the conditions mentioned herein, the interpretation as accepted per the English text shall be registered as valid.

NB

It is the responsibility of the buyer to make sure that payment is made into the correct bank account as indicated below.

Due to email fraud and fraudulent activities at the banks, the onus is on the buyer to ensure that they pay into the correct bank account.

Buyers are requested to obtain their purchase invoice from the administration staff on the day of the sale.

An invoice will also be emailed to each buyer to the email provided.

Please make sure the email address you provide is the correct email.

Account Holder:	Kirkwood Wildlife Festival
Bank:	ABSA – Kirkwood
Account Number:	406 881 7863
Branch Code:	63 20 05

CONDITIONS OF SALE



In terms of Section 55(2) (b) of the National Environmental Management: Protected Areas Act 57 of 2003, South African National Parks, in managing national parks, is mandated to sell, exchange or donate any animal, plant or other organism occurring in a park, or purchase, exchange or otherwise acquire any indigenous species which it may consider desirable to reintroduce in a specific park.

SANPARKS / KIRKWOOD WILDLIFE SALE 2023 (LIVE AUCTION)

SALE OF WILDLIFE

Boma to Veld or Veld to Veld

You are hereby invited to submit a bid for the purchase of SANParks wildlife offered on boma and catalogue, subject to the following special conditions:

Live Auction (animals will be in the boma)

5 Buffalo bulls – Mountain Zebra National Park

Catalogue Auction

The capture of up to 448 head of game for sale consisting of the following.

- 20 Gemsbok bulls – Mokala National Park
- 6 Eland bulls – Mokala National Park
- 30 Black Wildebeest bulls – Mountain Zebra National Park
- 30 Cape Mountain Zebra family groups - Mountain Zebra National Park
- 30 Blesbok family group – Mountain Zebra National Park
- 30 Springbuck family group - Mountain Zebra National Park
- 20 Eland bulls – Camdeboo National Park
- 20 Kudu bulls – Camdeboo National Park
- 20 Gemsbok bulls – Camdeboo National Park
- 20 Gemsbok family groups - Camdeboo National Park
- 30 Black Wildebeest bulls – Camdeboo National Park
- 20 Red Hartebeest bulls – Camdeboo National Park
- 20 Red Hartebeest family group – Camdeboo National Park
- 20 Cape Mountain Zebra family groups - Camdeboo National Park
- 30 Springbuck rams - Mokala Camdeboo National Park
- 42 Plains Zebra family groups – Addo Elephant National Park
- 30 Springbuck family groups – Addo Elephant National Park
- 20 Springbuck rams - Addo Elephant National Park
- 10 Spotted Hyena – Addo Elephant National Park (Pending census results)

All the game will be sold on catalogue and only be captured after the auction for delivery to the buyers. It is envisaged that the capture will take place during July to September 2023 pending permits and payment confirmation. The bidder will be informed in writing or by other reasonable means when the capture of his/her animals will commence.

CONDITIONS OF SALE

1. CONDUCT OF SALE

- 1.1 Each bidder shall be bound by the terms of these conditions.
- 1.2 The bid is conducted subject to these Conditions of Sale, and further subject to all specific stipulations formally announced by SANParks, either at the commencement of or during the bidding process. Each bidder shall be bound by the terms of these Conditions, which shall form the basis of the bargaining carried on between SANParks and the bidders and shall also govern the terms of each sale so concluded.
- 1.3 SANParks (as owner) ultimately reserves the right to decline to sell to the highest or any bidder, and to sell the wildlife on such terms and conditions as acceptable to SANParks. SANParks may without assigning a reason, reject any bid. SANParks shall also be entitled without assigning any reason to fix a minimum bid for acceptance and to refuse any bid which is less than such a minimum bid.
- 1.4 All bidders are required to register with the Auctioneering Platform as potential bidders and shall be required to furnish their names, ID number/Registration number, legal status, selected physical address and other general information required by SANParks. SANParks reserves the right to refuse registration of any potential bidder.
- 1.5 SANParks shall have the right to withdraw all or any group of animals from the bidding process at any time before the fall of the hammer.
- 1.6 All risk in and to an animal transfer from SANParks to the bidder immediately upon such animal being loaded onto the transportation vehicle. Bidders are advised to avail themselves of insurance facilities available. Upon such animal being loaded onto the transportation vehicle, the animal will be deemed to have been delivered to the bidder by SANParks.
- 1.7 Ownership of the animal shall only pass from SANParks to the bidder upon delivery of such animal to the bidder having occurred as provided for in paragraph 1.7 and the bidder having paid the full purchase price of such animal.
- 1.8 SANParks shall be under no obligation to deliver any animal unless and until SANParks is satisfied that the purchase price for such animal has been paid.
- 1.9 The animals will be held at the bomas at Mountain Zebra National Park will be free of charge for up to and including 15 business days after the auction.
A fee of R 300.00 per day per animal will be levied for any animal held in the bomas after the 15 business days and all risk in and to such animal will transfer from SANParks to the bidder after the 15 business days. The bidders will be obliged to have the animals removed from the bomas within 30 days from the date of the auction.
- 1.10 All bidders must adhere to all applicable national and provincial legislation, regulations and guidelines that may apply to the sale, transport, delivery and subsequent possession, management, and use of the animals.
- 1.11 As such, all bidders shall be obliged to comply with the provisions of the National Environmental Management: Biodiversity Act no 10 of 2004 (the NEMBA) as well as the Animal Disease Act (Act 35 of 1984) and to comply with all applicable provincial legislation and to apply for and be in possession of all permits as may be required under the said national and provincial legislation, regulations and guidelines as may lawfully apply to the sale of the animals under these conditions of sale.

2. PAYMENT OF PURCHASE PRICE

- 2.1 Payment is to be made to: **The Auctioneering Platform - Kirkwood Wildlife Festival**
- 2.2 Value Added Tax (VAT) at the rate applicable on the date of the Auction and shall be calculated on the bid price.
- 2.3 Bidders from outside the Republic of South Africa must pay VAT to the Auctioneering Platform. Customs authorities at the exit border can refund the VAT amount.
- 2.5 In the event of the bidder failing to pay the full purchase price on due date or any transport costs or other costs due by the bidder on due date, the bidder shall pay interest at 3% (THREE PERCENT) per annum above the prime published lending rate as being charged by First National Bank on the overdraft to prime corporate customers calculated from the date on which the payment is due to date of actual payment.
- 2.6 Payment for the transport of the animals, if applicable in terms of paragraph 8.2, will be due on the day of delivery by a bank guaranteed cheque made out to SANParks. (R 45, 00 per loaded kilometre for each vehicle).

3. WARRANTIES AND REPRESENTATIONS EXCLUDED

- 3.1 The bidder shall be deemed to have fully inspected the animals and to have acquainted himself with its condition, nature, and quality, and to have approved the animals in its condition.
- 3.2 SANParks does not give any warranty against defect about any of the animals, be it patent or latent, and the animal is sold voetstoots, as it stands. Bidders must satisfy themselves prior to the Sale, as to the condition of each animal and should exercise and rely on their own judgment as to whether animal accords with its description or not.
- 3.3 SANParks does not give any warranty, guarantee or undertaking of any nature, nor does it make any representation or inducement whatsoever in regards to the animals generally, nor as to its type, age, fitness, suitability for any particular location or breeding plan, nor in respect of its health, condition, physical capability to adapt to any particular environment or ecosystem (whether or not that particular purpose is or could be deemed to be known to SANParks), other than any warranty or guarantee that may have been expressly given in writing by SANParks under the signature of SANParks. SANParks shall be deemed unaware of any particular purpose for which the animals or any progeny (if any) there from are required by the bidder.
- 3.4 The bidder hereby indemnifies SANParks and holds it harmless against any claim brought against SANParks by any third party arising out of the unsuitability or inadequacy of the animals purchased by the bidder, SANParks being free of all liability.
- 3.5 These Conditions of Sale are the complete and final record of the terms of the sale and unless any warranties, undertakings or representations are set out herein, they are excluded.

4. FOREIGN BIDDERS

- 4.1 Foreign bidders should note that import permits are not automatically granted by receiving countries. Therefore, the bidder must obtain the necessary CITES permits and clearances before transportation of any game.
- 4.2 Foreign bidders must make arrangements regarding payment well in advance of the final date of the bid.
- 4.3 Foreign bidders should avail themselves of the insurance facilities in the Republic of South Africa, as the risk passes to such a bidder upon the loading of the animal onto the transportation vehicle.

5. LIABILITIES AND INDEMNITY

- 5.1 All risk in and to an animal pass from SANParks to the bidder immediately upon SANParks having completed the loading of such animal onto the transportation vehicle.

- 5.2 SANParks shall not be responsible for any claim, loss or damage whatsoever arising subsequent to an animal being loaded into a transportation vehicle or from any failure by any bidder to make proper provision for the holding, maintenance, and care of the animal subsequent to this having been loaded onto the transportation vehicle and the bidder hereby indemnifies SANParks and holds it harmless against any claim in this regard.
- 5.3 All risk in and to an animal held in the bomas will transfer to the bidder after the 15 business days mentioned in paragraph 1.9.
- 5.4 Notwithstanding the provisions of paragraph 5.1, all risk in respect of any animal transported by SANParks as agreed in terms of paragraph 8.2 shall pass to the bidder upon such animal having been off-loaded at the location agreed with the bidder.
- 5.5 SANParks shall not be responsible for any claim, loss or damage whatsoever arising after the wildlife have been off-loaded at the location agreed with the bidder and the bidder hereby indemnifies SANParks and holds it harmless against any claim in this regard.

6 CLAIMS

- 6.1 A bidder shall not be entitled to set off against the purchase price any claim he may have against SANParks.
- 6.2 Animals dying after their loading onto the transportation vehicle will neither be replaced, nor will the bidder be refunded the costs of such dead animals, unless SANParks in its sole discretion should otherwise decide. Any decision of SANParks in this regard shall be final and binding on the bidder.
- 6.3 Should the bidder intend making any claim against SANParks for the death, loss or injury to any animal, then such claim shall be supported by an independent (other than the transport Veterinarian) Veterinarian Certificate, obtained at the instance and cost of the bidder, which certificate shall detail the nature and type of injury, and shall specify the probable cause of death or injury, which certificate shall be furnished to SANParks within 30 (thirty) days of the date of the claim arising, failing which any claims or rights which the bidder may have shall lapse. All costs incurred in obtaining such a certificate shall be borne by the bidder.
- 6.4 The bidder shall have no claim against SANParks for damage to or loss of any animal's horn, which may occur during holding, on-loading, transportation, or off-loading activities.
- 6.5 In the event that the bidder claims for the replacement of any animal purchased following the death of such animal, and SANParks decides to replace the animal or is ordered to do so by any competent authority, the bidder shall be responsible for the capture, holding, transportation and veterinary costs relating to the replacement animal.

7. PERMITS

- 7.1 The successful bidder will be responsible for obtaining all the required NEMBA, TOPS, CITES, transport, export, import, transit and veterinary permits and other requirements prescribed by the different nature conservation authorities of the provinces, veterinary authorities and importing countries as applicable in terms of paragraph 1.12.

CITES Exporting Authority in RSA is:

Department of Conservation and Agriculture - Nature Conservation

P.O. Box 8769, Johannesburg, 2000, RSA (Gauteng Province)

Phone: (011) 355 1207 Fax: (011) 355 1239

- 7.2 Quarantine is not required if the final destination is within the boundaries of the RSA. The South African veterinary authorities require no quarantine period unless so specified by the importing country in the import permit.
- 7.3 Veterinary health certificates can be obtained from the State Veterinarian, Port Elizabeth, and Kimberley upon request.

7.4 Cape Mountain Zebra:

- 7.4.1 All bidders are made aware that hybrids between plains zebra and cape mountain zebras have been recorded during 2014 in Mountain Zebra National Park.

- 7.4.2 SANParks confirms that all plains zebras have since been removed from Mountain Zebra National Park. SANParks undertakes that all captured Cape Mountain zebra will be subjected to DNA sampling which will include collection of blood and micro chipping as per the draft protocol from the various conservation agencies. The risk in respect of the suspected hybridization of the translocated cape mountain zebra will lie with the bidder.
- 7.4.3 SANParks will inform the bidder of the DNA genetic test results as soon as these results become available.
- 7.4.4 SANParks undertakes to reimburse the bidder for each cape mountain zebra testing positive for hybridization within 30 days of receipt of proof that such cape mountain zebra has been euthanized.
- 7.4.5 The bidder must ensure and confirm in writing to SANParks that the cape mountain zebra is released and remain in a securely fenced section of the agreed property which has been inspected and declared to be suitable by the local conservation authority. The bidder must submit such report of the local conservation authority in that regard to SANParks prior to the capture.
- 7.4.6 The bidder must ensure that no other zebras are kept in this securely fenced area and the bidder agrees to only release the cape mountain zebra from this enclosure once the test results have proved that the cape mountain zebra are pure and not hybrids.
- 7.4.7 The bidder hereby agrees to immediately euthanize any cape mountain zebra that assesses positive for hybridization once the test results are released. The bidder must submit proof to SANParks that such hybrid cape mountain zebra has been euthanized.
- 7.4.8 It is the responsibility of the bidder to ensure that if the cape mountain zebra is to be moved into the African Horse Sickness (AHS) Controlled area of the Western Cape, that an AHS Movement permit is obtained from the State Veterinarian: Boland.

The bidder agrees to comply with all the conditions of the AHS Movement Permit, at its cost, in order for the movement to be legal.

7.5 Buffalo:

- 7.5.1 Written approval from the Provincial Conservation Authorities, including the State veterinarian of the relevant region to keep Buffalo (BU number required) within RSA must be submitted by the bidder to SANParks together with the offer to purchase.
- 7.5.2 A veterinary transport permit for movement of the Buffalo within the RSA can be obtained from the State Veterinarian, Cradock in conjunction with SANParks Veterinary Wildlife Services.

8 TRANSPORTATION AND DELIVERY

- 8.1 Any animal confined in a boma after the loading of such animal onto a transportation vehicle, whether at the bidder's request or for any other reason, shall be so confined entirely at the bidder's risk and expense.
- 8.2 SANParks may agree with a bidder in writing to transport the animals to their destination within the RSA as indicated by the bidder and at the cost of the bidder. Regarding an animal travelling internationally a bidder may indicate the port of departure as its destination within the RSA. The cost of transportation by SANParks shall be R 45,00 per loaded kilometre for each vehicle. Transport routes will be determined by SANParks at its own discretion in the interest of effective delivery.
- 8.3 Subject to the provisions of paragraph 5.4 the bidder shall at all times carry all risks associated with the transport of the animals by whomsoever and shall be responsible for all costs to be incurred in this regard. The bidder shall also be responsible to ensure that the animals are transported in vehicles and in containers and in a manner approved by SANParks. SANParks

retains the right to refuse to load the animals onto transport vehicles or containers not deemed suitable by SANParks.

- 8.4 Where SANParks has undertaken the transportation of the animals in terms of paragraph 8.2, the bidder shall be notified of the expected date of delivery of his consignment of animals at least 2 days in advance.
- 8.5 The bidder should inspect and count his purchases, sign, and record any comment on the delivery note before off-loading will take place.

9. JURISDICTION

- 9.1 The bidder shall accept the jurisdiction of the magistrate's court.
- 9.2 This contract shall be construed in accordance with the law of the RSA and any dispute regarding the contract shall be settled in the law courts of the RSA.
- 9.3 The address in the RSA specified in the Form of the Sale shall be the domicilium citandi et executandi of the bidder.

10. INFORMATION

- 10.1 Should any further information be required; the following persons can be contacted:

Mr Johan Malan	(082) 908 2689	johan.malan@sanparks.org
Dr Dave Zimmermann	(083) 630 4593	david.zimmerman@sanparks.org
Mr Lesiba Konaite	(083) 563 1999	lesiba.konaite@sanparks.org

11. NEGOTIATIONS

- 11.1 SANParks reserves the right to negotiate any part of the bid with any bidder before awarding the contract.

12. CESSION

- 12.1 The bidder shall not be entitled to transfer, assign, or cede this contract to any other person without the written consent of SANParks and on such conditions as it may approve.

13. ACCEPTANCE OF BIDS

- 13.1 The decision to accept any bid will rest with SANParks.

14. FAILURE TO COMPLY

- 14.1 Should a successful bidder fail to comply with any of the terms and conditions of the Offer document or of these conditions of sale, he shall pay all additional expenses which SANParks may have to incur in calling for fresh bids or pay the difference between his bid and a less favourable bid subsequently accepted by SANParks. The successful bidder will also in this instance be liable for all damages as may be suffered by SANParks as a result thereof. This includes bids not limited to demurrage fees accrued before cancellation notification to SANParks.



REGISTRATION FORM – 30 JUNE 2023

I hereby undertake to submit to these conditions as stated above, should I do any purchase at this sale.

Bidder

Full First Name:			
Surname:		Nickname:	
ID No.:		VAT Number:	BU Number:

Contact Details:

Telephone:	Work		Home		Farm	
Cell:		Fax		Email		
Postal Address						

DETAILS OF PRINCIPAL IF BUYING ON BEHALF OF A PRINCIPAL

Name				Reg./ ID No.:		
Telephone	Work		Home		Farm	
Cell		Fax		Email		

Banking Details:

Bank Name		Branch		A/c No.:	
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Destination of Animals:

Registered Farm Name			Farm Number	
District			Province	

LOCAL CONSERVATION AUTHORITY

Province			Town		District	
Telephone	Work		Home		Farm	
Cell		Fax		Email		

I hereby understand and accept the conditions as stipulated in the Document Reference: 17/3/1/1/1: Kirkwood Auction 30 JUNE 2023

Signed by me on this _____ day of _____ 2023

Signature:**Print Name**