Auctioneers, Valuers and Appraisers - Established 1964

Michael James Organisation

CAPE TOWN – JOHANNESBURG – PORT ELIZABETH

RULES OF AUCTION

ONSITE MOTOR VEHICLES

DATE OF AUCTION:	**24 September 2026**
TIME OF AUCTION:	**10h30**
TYPE OF AUCTION:	**Vehicles, LDV's, Trucks**
AUCTION LOCATION:	**Michael James Organisation, 57 – 59 Church Street, Somerset West**
CONTACT DETAILS OF AUCTION HOUSE:	**Tel: (021) 851 7007** **Email info@michaeljames.co.za**
AUCTIONEER:	**Andrew James**

1. Michael James Organisation's Auctions are subject to a reserve / upset price.
2. The sale by Auction is subject to reserve prices as imposed by the Auctioneers' principle or owner. A notice has been posted in this regard advising the bidders and consumers that the Auction is subject to reserve prices in compliance with section 45(4)(a) of the Act.
3. The rules of this Auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 ("the Act") and the regulations thereto.
4. The rules of this Auction comply with Section 45 of the Act and the following provisions are brought to your attention.
    a) In this agreement, "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.
    b) 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.
    c) A sale by Auction is complete when the Auctioneer announces its completion by the fall of the hammer or when the online bid is closed, or in any other customary manner and until that announcement is made, a bid may be retracted.
5. A buyer making the highest accepted bid for a lot shall become the purchaser immediately should such lots have been knocked down to him. Should there be any dispute whatsoever over, or in respect of any lot, the Auctioneer shall be entitled to settle such dispute at his sole discretion which shall include, but not be limited to, the absolute discretion to re-sell such lot or declare any bidder to be the purchaser. No party shall have a claim for damages of any nature in the event of the Auctioneer settling any dispute. The Auctioneer's decision is final and binding on all the buyers. All bidders must register prior to bidding, bids will only be taken from registered bidders.
6. The Auctioneer, the owner, or the agent of the owner 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. If no bid equals or exceeds the reserve price, the lot may be withdrawn from the Auction. A notice has been posted in this regard advising the bidders and consumers that the Auctioneer, the owner, or the agent of the owner shall be entitled to bid up to the reserve price in compliance with section 45(4)(b) of the Act. The seller shall be entitled to instruct the Auctioneer to accept any lower bid.

7. All vehicles and/or other assets are sold separately as contemplated in Section 45 of the Consumer Protection Act 68 of 2008 subject to the seller's or owners right to reserve prices, upset prices and/or to bid on each lot.
8. The Auctioneer is not liable in any way for any defects, failures, or hazards in any offered or Auctioned goods (lots). **All lots are Auctioned or offered as they are or stand (voetstoots).**
9. **It is the responsibility of the buyer to verify vehicle information before bidding on a vehicle**, trade, retail, descriptions, models, year models and date of manufacture are **NOT** guaranteed, vehicle year models are taken as date of 1st registration from the Natis document.
10. In making a bid, a bidder shall be deemed to have made himself fully acquainted with the goods in the lot for which he bids. All lots, vehicles and/or assets are open for inspection and we kindly request that all viewing and inspection be done prior to the Auction as neither the Auctioneer, the Auction house, nor the seller accepts any responsibility for the repair or maintenance of any goods sold at Auction.
11. During the Auction the Auctioneer shall announce the reason for the Auction, unless that reason is the normal and voluntary disposal of goods by the owner.
12. The Auction will commence at the published date and time and will not be delayed to enable any specific person or more persons in general to take part in the Auction.
13. The Auctioneer does not guarantee the odometer reading on any of the lots sold, and the Auction house has no duty to repair.
14. The Auctioneer sells each lot as per the year of first registration as per certificate of registration in respect of motor vehicle (National Road Traffic Act 1996).
15. All vehicles and/or assets (lots) are sold exclusive of VAT in other words if the bid price is R100 000.00 Vat must be added (R100 000.00 plus VAT @ 15% = R115 000.00).
16. All vehicles and/or assets (lots) sold on Auction will be sold with a buyer's commission as stipulated by the Auctioneer, buyers commission will be subject to VAT @ 15%, buyers commission may vary from lot to lot and will be announced by the Auctioneer or published online.
17. All vehicles and/or assets (lots) are sold exclusive of a documentation fee of **R2,600.00**, documentation fee will be subject to VAT @ 15%.
18. All accounts must be paid by electronic bank transfer (EFT), forthwith, at the conclusion of each day's sale, in default of which, the unpaid-for lots may at the Auctioneer's sole discretion be re-sold and the defaulter shall be liable for any shortfall and any other costs relating to the resale. Ownership of the goods sold vests in the Auctioneer's principal until payment in full has been made.
19. **The auctioneer's vendor roll of sale is final and binding on all buyers.**
20. The auctioneer reserves the right to regulate the bidding, to withdraw any lot from the sale as instructed by the seller prior to commencement of bidding thereon. On certain lots seller's reserve their right to sell the specific lot subject to confirmation (STC) and the seller's (financial institutions, curator and/or liquidator, trustee and/or owners) will have 48 hours within which to confirm the sale, decline the offer, or negotiate any other suitable terms with the highest bidder. In terms of the rules of the Master's Office this process is regarded as a continuation of the original auction process and any sale thus concluded shall be deemed a sale by auction.
21. No bid may be withdrawn after closing of the Auction until the expiry of the confirmation period. The purchaser's offer shall remain open for acceptance by the seller or by the Auctioneer on behalf of the seller, until expiry of the confirmation period.
22. Every prospective bidder must read the conditions of sale and must not bid unless he or she has done so.
23. No lots can be sold subject to finance and such a bid will not be accepted, so as to prevent disappointment kindly arrange finance prior to Auction.
24. All lots bid on must be paid within 48 hours of the Auction, failure to do so can result in the cancellation of the lot bid on and the bidder being liable to the Auctioneer for payment of 10% of the bid price, or the costs of advertising and holding the Auction whichever is the higher.
25. The bidder's record and the vendor's roll are available for inspection during normal business hours without the charge of a fee.
26. A **R20,000.00 (Twenty Thousand Rand)** refundable deposit must be paid for each individual registration BUT will be forfeited if a purchase is not paid for. Goods are sold

"VOETSTOOTS". All registrations are subject to the Financial Intelligence Act. **Deposits will be refunded only once all the conditions have been satisfied**.

27. It is compulsory that all bidders are required to present the following documentation in order to register at our Auctions:

1. Identity Documents – original or certified copy

2. Utility bill addressed to your physical address no older than 3 months

3. In the event of you bidding on behalf of a Company, Trust or Close Corporation in your capacity as Director, Trustee or Member, you will be required to submit a letter on the entity's official letterhead authorising you to bid, sign all necessary documents and effect transfer on behalf of the entity. This must also be accompanied by a certified copy of the resolution by the Directors, Trustees or Members of the entity authorising you to do so.

3.1 Copy of Entity's FICA Documents
3.2 VAT Registration Certificate

4. A special Power of Attorney is required, should you be bidding on behalf of another person. This Power of Attorney must expressly authorise you to bid on behalf of him/herself and must include a certified copy of his/her Identity Document and proof of that person's residential address, not being older than 3 months.

5. Income Tax Reference Number and Proof of Marital Status.

28. No cash will be accepted on the premises of the Auction house. If cash is paid into a Michael James Organisation account a 1.5% cash handling fee will be levied on the purchase price.
29. Payment to be made by electronic bank transfer (EFT) only into the accounts set out from a recognised financial institution.
30. Registered bidders participating in an online Auction must be aware that the Auction house cannot accommodate for slow or lost internet connections.
31. The Auction house accepts no responsibility for loss of a potential purchase should a bid not be recorded as a result of the bidder being disconnected from the online Auction.
32. Do not allow any other person to utilise your bidding number, you will be responsible for any purchases on your bidding number that other individuals have made.
33. All rules of Auction and regulations of the Consumer Protection Act, 68 of 2008 can be accessed on our website at www.michaeljames.co.za.
34. The risk in any goods sold, shall pass onto the highest bidder/purchaser on the fall of the hammer.
35. The purchaser acknowledges that the Auctioneer will secure the goods in the same way as any other goods under his control and is not liable in any way for any damage to, or shortfall in, the goods or any goods stolen or destroyed before the purchaser takes delivery of the purchased goods.
36. The purchaser shall remove the purchased goods at his sole risk and cost and shall be liable to pay storage costs to the Auctioneer, if the goods are not removed within 48 hours of sale.
37. Should legal proceedings be instituted, the Auctioneer may in his sole discretion do so, in his own name or that of the Auction house. The bidder shall be liable for all costs, charges and expenses of every nature whatsoever, including without limiting the generality of the aforegoing, legal costs on the scale as between attorney and own client, disbursements and collection commission, which may be incurred by the Auctioneer and/or the seller in enforcing its rights, against the bidder arising out of these rules of Auction (including a breach of the rules of Auction by the bidder), irrespective of whether any legal action is instituted.
38. Should the purchaser not comply with any of these conditions, the Auctioneer shall in addition to any other damages, be entitled to recover from such purchaser, any loss arising from re-sale of any goods, together with the charges and expenses in respect of both sales and any deposit held by the Auctioneer, shall be forfeited.

39. Every purchaser shall be deemed to act as principal unless the Auctioneer has confirmed to him in writing in a letter of authority prior to the Auction, that he is aware that the purchaser acts as an agent for another named person. The provisions herein shall continue to apply to anyone signing these terms as an agent for another.
40. The purchaser selects as his address of service for all purposes in terms hereof the address as given during registration.
41. The above terms and conditions constitute all the rules of the Auction and form the agreement between the Auctioneer and the purchaser.
42. No variation of rules of Auction, novation or consensual cancellation nor any waiver of any portion hereof shall be of any force or effect unless reduced to writing and signed by both parties.
43. No member of staff has any rights whatsoever to make representation on behalf of the Auction house or, to bind the Auction house in any way whatsoever, unless such representation is agreed to in writing by one of the directors of the Auction house. No warranties or representations whatsoever shall be of any force or effect, or be binding on the Auctioneer unless given in writing and signed in a letter of authority by a director of the Auction house. All goods sold, Auctioned or offered are specifically without any warranties whatsoever.
44. Each rule contained herein is severable. In the event that any rule of Auction is found by a Court or Tribunal of Competent jurisdiction to be unenforceable for any reason, the remainder of the rules shall continue to apply and be of full force and effect.
45. **By participating in an auction / engaging our services, you consent to the processing of your personal information for purposes related thereto in line with the Protection of Personal Information Act 4 of 2013, and furthermore in line with our Privacy Policy (readily available on our website or upon request).**

SIGNED BY THE AUCTION HOUSE ON THIS _____ DAY OF _____ 2026

_____

ANDREW RICHARD JAMES

The Auctioneer hereby certifies that the rules of Auction, to the best of his knowledge meet the requirements of the regulations of the Consumer Protection Act 68 of 2008.

REGISTERED BIDDER:

I have read and understood the Rules of Auction.

NAME: (PRIVATE CAPACITY / COMPANY) _____

IDENTITY NUMBER / REGISTRATION NUMBER: _____

VAT NUMBER:_____

ADDRESS: _____

_____

HOME TEL: _____ WORK TEL: _____

CELL NO: _____ FAX NO: _____

E-MAIL ADD: _____

_____AUTHORISED SIGNATORY