

# TERMS AND CONDITIONS OF SALE

## RULES FOR ECPTA LIVE AUCTION 2024

1. All animals are offered for sale by the Eastern Cape Parks and Tourism Agency, which shall hereinafter be referred to as ECPTA or the seller.
2. Persons interested in bidding for animals and in purchasing animals at this auction are required to register as buyers by completing the registration process prior to the commencement of the auction or during the auction on arrangement with the auctioneer. Only bids by registered buyers shall be accepted.
3. This auction held by the ECPTA is conducted subject to the terms and conditions set out herein and subject to any additional conditions announced by the Auctioneer either before or during the auction, which terms are binding on all buyers, whether or not a buyer is present at the time of such announcement, who by registering as buyers for this auction, accepts that these terms shall govern the auction and form the basis of and govern the terms of each sale concluded at the auction.
4. All animals are sold "voetstoots" or "as captured" and no representations or warranties are made in respect of any defects, of these animals as to their age, fitness, suitability for any particular location or breeding plan nor in respect of their health, condition or physical capability to adapt to any particular environment or eco-system save for those representations specified in the catalogue and made by the auctioneer at the time of the sale.
5. The ownership and risk of the animals purchased shall pass from the seller to the buyer when the animal/s is/are loaded onto the buyer's transport vehicle. By loading the animal/s onto such transport the buyer acknowledges that the animal/s have been received in good condition and the seller will not be responsible for any injuries, loss in condition or mortalities after this.
6. Any bid made is deemed to be an offer to purchase, which offer is irrevocable until such time that it has been accepted, either finally or provisionally and is further subject to confirmation or rejection or withdrawal. Acceptance of the offer by the auctioneer will be indicated by the fall of the auctioneer's hammer and subject to further confirmation by the seller, and subject to all of the remaining terms and conditions set out herein, the highest bidder for a lot becomes the buyer of that lot.
7. The auctioneer shall be entitled to regulate and organise the bidding and settle any differences which may arise at his own discretion. The auctioneer may refuse any bid and is not obliged to furnish any reason therefore.
8. Any entry made in the auctioneer's auction documents shall be sufficient evidence of the sale and purchase of animals as entered therein.
9. The person registering for the auction shall be deemed to be the buyer. If the buyer is purchasing on behalf of anyone other than himself or herself the auctioneer should be notified before such purchase is made.
10. The seller retains the sole right to reject any bid, indicate the highest bidder, change the order of sale, suspend the auction during its course, declare a sale null and void in the case of a dispute and put up the animals for resale.
11. The exercising by the seller of its rights in the above paragraph does not create or form the basis for any cause of action in the favour of the bidder.
12. Upon the acceptance of a bid, regardless of whether it is the highest and subject to any reserve placed on the game by the seller and subject to the provisions above, the sale of the animals is deemed to have taken place.
13. If a registered buyer allows another person to buy using his/her buyer's card, the registered buyer shall be liable for the payment of such purchase, the same conditions for transporting the animals shall apply to the other person and all conditions of sale are to be adhered to, including any restrictions of sale placed on species location.
14. The seller will not accept any bid by an unregistered buyer and such unregistered buyer will have no claim for the alleged purchases made by him/her.
15. In the event that the highest bidder cannot honour the sale, the under-bidder will be considered at their last bid and offered the sale.

## PURCHASE PRICE AND PAYMENTS

16. Buyers are required to effect full payment for all animals purchased immediately after the invoice is received from ECPTA if possible. This can be done by Electronic Funds Transfer (EFT) via online banking and use of speedpoint machines. Use of cash is not encouraged, while cheques and credit cards will not be accepted. Payments should reach ECPTA by no later than 21 June 2024.
17. The invoice issued by the ECPTA to the buyer will reflect the actual sale as decided by the auctioneer's hammer. The seller will not entertain any private changes to transactions after completion of the sale and/or the issuing of the invoice.
18. The buyer is not entitled to withhold payment of the purchase price to the seller for any reason whatsoever, notwithstanding any possible claim that he/she may have against the seller arising from the game purchased and sold in this auction.
19. In the event of any buyer failing to make payment of the purchase price as per his or her bid the ECPTA shall be entitled to recover such purchase price from the buyer who shall in addition to paying the purchase price be responsible for all legal costs incurred by the ECPTA in recovering the purchase price from the buyer.

## PERMITS & TRANSPORTATION

20. All buyers will have arranged for them by ECPTA, the necessary import, export and transport permits issued by:
  - a. The Provincial Department responsible for Conservation in their respective provinces and/or the Department of Economic Development, Environmental Affairs and Tourism (DEDEAT) of the Eastern Cape Province.
  - b. "Buffalo Movement Application" resulting in red-cross permits issued by the local state veterinarian in the case of buffalo.
21. It is the buyer's sole responsibility to provide ECPTA's manager with details to obtain such permit.
22. Buyers are required to arrange their own transport. Vehicles used for the transporting of animals must be equipped in accordance with the provisions of Article 38 of Nature Conservation Regulations P.N. 955/1975, as amended. Buyers are required to ensure that their own transport is available at holding sites at relevant nature reserves on date of capture should there be no prior transport arrangements with the designated capture operator.
23. All vehicles transporting animals must:
  - a. be roadworthy,
  - b. have a sturdy load body and sides. Size and strength of the truck must be appropriate for the species to be transported,
  - c. they must be well ventilated to allow dissipation of body heat generated by the animals. Vents must be positioned so that animals are not encouraged to try and escape through them, as this may result in injury,
  - d. not have slippery floors (it is adequate to cover steel floors with a 100 mm layer of damp sand or woven rubber mat firmly bolted to the floor, straw is unsuitable since it causes dust). Provision must be made for the drainage of urine,
  - e. not have loose articles in the loading space,
  - f. provide sufficient space for all loaded animals to lie down for long distance travel,
  - g. have covered sides and the top of the load body must be covered by a solid roof, which must be high enough to allow animals to stand with ease,
  - h. separate different species and/or aggressive animals by means of adequate partitions,
  - i. game transport vehicles must be available for inspection before collecting species purchased, required permits are to be provided to ECPTA before collection of species purchased.
  - j. loading of buffalo is likely only possible using a loading ramp to a truck of average loading height. In the case of tag-less bulls, these will be loaded by hand under supervision of the State Vets.
24. In addition, and in the event of the transport arranged by the buyers not complying with the specifications set out in paragraph 23 above and not meeting the standards set by the South African Bureau of Standards for the transport of game the seller or its duly authorised representatives shall within its sole discretion be entitled to refuse to load game purchased.

## DELIVERY AND CAPTURE OF ANIMALS

25. In the case of a live boma sale, all animals, shall immediately after the hammer has fallen, be considered as delivered to the buyer and it will be the responsibility of the buyer to ensure to the health of the animals other than as indicated in paragraph 29 below.
26. In the case of a live boma sale, after the hammer has fallen, all profits, loss or risk will pass to the buyer.

27. Should a cartage contractor remove any animal from the designated boma facility on instruction of the seller, the contractor will be deemed an agent of the buyer who accepts all risks in this regard.
28. Game purchased out of boma's will only be released to buyers on production of the receipt issued on payment and on receipt of copies of all applicable permits.
29. Game purchased from boma's will be kept penned, watered and fed free of charge for a period of 10 days after sale. A charge of R150.00 per head per day for all animals will be payable thereafter, until they are loaded.
30. No interest is payable to the buyer in the case of refunds relating to non- or short delivery of purchased animals.
31. In the case of the catalogue sale, the seller will endeavour to provide Lots as breeding groups, but because of the difficulties and unforeseen circumstances prevalent during the capture of the game, no guarantees are given with regard to the sex and age ratio of the Lots.
32. Buyers of animals sold on the catalogue sale will be advised at least four days before capture of the place, date and approximate time of capture. The capture date will be deemed to be the delivery date. Buyers who do not collect animals on delivery date may be liable for additional capture costs. GIT&W Manager has concluded the capture schedule and can provide such dates to the buyer on auction day.
33. If practically possible, at the time of capture the animals sold to the buyer who purchased the first lot or lots shall be supplied first, which right will be forfeited should the buyer or his duly authorised representative not be present or arrive late. The first delivery will then pass consecutively to the second buyer of a lot or to his duly authorised representative and so on.
34. Any buyer or duly authorised representative who forfeits his turn to be supplied will only be supplied with his animals after all other buyers have been supplied. Should there be more than one such buyer or his duly authorised representative then their order of supply will be the order of their arrival at the place of catching.
35. No delivery will be given after the capture date and any buyer who does not take delivery, on his allocated date, will forfeit to the seller the purchase price, buyer will be held liable for any additional capture costs. Late collection of animals will result in a charge of R100.00 per animal per day with a maximum of four days, after which the buyer forfeits all legal rights to claim ownership of such animals. Any mortality during this period shall be for the account of the buyer. Buyers who do not collect the purchased game will forfeit their rights to the game after expiration of the delivery date.

## CLAIMS BY THE BUYER

36. The seller shall not be responsible for any claim, loss or damage whatsoever arising from any failure by any buyer to make provisions for the holding, maintenance or care of animals on his property, and the buyer hereby indemnifies the seller and does not hold ECPTA responsible for any claim, loss or damage whatsoever arising from any failure by any buyer to make provisions for the holding, maintenance or care of animals on his property.
37. Should the buyer intend making any claim against the seller for the death, loss or injury to any animal, then such claim shall be supported by a veterinarian certificate, obtained at the instance and cost of the buyer, which certificate shall detail the nature and type of injury, and shall specify the probable cause of death or injury and which certificate shall be furnished within 14 days of date of the claim arising, failing which such buyers claim will lapse. A full photographic record of the incident or mortality is advised to assist with the claim process and decision making process.

## GENERAL

38. The seller can, without prior notice, add to, reduce or alter these conditions by making announcements before or during the auction.
39. The seller reserves the right to amend or supplement these conditions by means of a verbal notice by the auctioneer prior to or during the auction and, in such a case such amended or supplemented conditions shall be applicable to that specific auction or the appropriate section thereof.
40. The right of admission to the auction is reserved by the seller or the auctioneer and the seller and the auctioneer are entitled to refuse admission to the auction without being obliged to furnish reasons therefore.
41. All persons entering ECPTA property and/or the selling area do so at their own risk.

42. While every available precaution has been taken, neither the auctioneer nor the seller can guarantee seamless connectivity for the duration of the auction to off-site bidders. This in relation to phone-in bidders as well as online participants. Reasonable measures have been put into place to prevent any prejudice to off-site buyers, but the auctioneer accepts no liability for any interruptions occurring either at the auction venue, or the remote location.
43. While every possible effort will be made to ensure that online bids are raised and lowered effectively, the onus is on the bidder to ensure that a hand is raised and subsequently lowered on the online platform, same as on the auction floor. Failure to lower a hand may result in a higher than intended bid.

## LEGAL REQUIREMENTS

44. Both State Veterinary as well as DEDEAT criteria have to be met prior to any movement of buffalo from one property to another.
45. It is a requirement that all buyers of buffalo be in possession of a WR/BU number (property is registered by State vet to hold buffalo). Failure to produce a WR/BU number on the day of the auction will result in the buyer being disqualified to purchase buffalo.
46. Both Veterinary as well as DEDEAT require that a Certificate of Adequate Enclosure (CAE) for the property or area where the buffalo are to become resident, be obtained from DEDEAT. This will entail an inspection of the property by DEDEAT to ensure that all boundaries conform to the requirements as laid down in their respective legislations. Transport permits must be in place.
47. Only once a CAE has been issued, will the Veterinary Authorities issue documentation that lists the property as a "Buffalo Registered Farm" and a specific reference number will be allocated to that property. The State Veterinarian in the specific area where the property is located will undertake the above.
48. Although not mandatory, it is always a positive step to obtain a "no objection" from all neighbours, and maybe even the relevant Farmers Association. Ideally a Management Plan for the property/reserve should be in place, and this should detail contingency measures to be implemented in the case of an animal's break-out. Neither of these requirements are compulsory however.
49. It is legislated that all animals are tested for the diseases mentioned under the Addo Buffalo and permits for their translocation are only issued when all the animals on offer from that specific reserve are found to be negative for any of these diseases. Both loading (and sealing of transport vehicles) as well as breaking of seals and unloading is done under the supervision of State Veterinary staff.
50. All buffalo on sale have been micro-chipped and some tagged, which is also a mandatory Veterinary requirement. The State Vet in Amathole Region has agreed to permit the sale of bulls without tags provided the microchips can be verified on loading which will involve sedating the buffalo.
51. There is a number of bulls on sale this year and buyers generally request that the ear-tags be removed from the bulls on loading. This cannot be done for some if there are tags in for State Veterinary reasons.

Signed: ..... Date: .....

Buyer Name: .....