

11 December 2017

CONDITIONS OF AUCTION / RAWSON AUCTIONS

- 1. The property is sold with a reserve.
- 2. The property is sold subject to confirmation by the seller.
- 3. The property shall be sold to the highest bidder subject to the terms in the bidder's pack.
- 4. In the event of any dispute between the bidders, the decision of the auctioneer shall be final.
- 5. Should an error be made by the Auctioneer at any time prior to or during the auction, the Auctioneer may correct such an error.
- 6. A bid shall be taken as proof that the bidder has made himself/herself acquainted with the terms of the Agreement of Sale.
- 7. The Terms of the Auction Sale are
- 8. 10% Commission plus VAT over and above the bid amount
- 9. 5% deposit of bid amount payable.
- 10. Both deposit and commission are non-refundable and payable by highest bidder on day of auction if reserve achieved. If reserve not achieved. The highest bid amount will be submitted to seller and if accepted by seller. The commission and deposit are payable on signature of acceptance.
- 11. On acceptance of the offer by the Plaintiff, the Auctioneer's commission of 10% plus VAT is payable immediately. The deposit and commission shall be forfeited should the Purchaser withdraw or fail to perform in terms of the Agreement.
- 12. The property is sold voetstoots.

PAYMENT TERMS:

- · no registration fee to bid
- 5% deposit of purchase price on fall of the hammer
- 10% commission plus VAT over and above purchase price to Rawson Auctions on fall of the hammer

The purchaser has 45days to produce a guarantee to the transferring attorney for the balance of the purchase price.

REGISTRATION TERMS

Payment strictly by bank guaranteed cheque or EFT (we regret no cash)

Whilst all reasonable care has been taken to obtain the correct information, neither Jovanovski Properties CC

T/A Rawson Auctions ("Rawson Auctions"), nor any of its subsidiaries and related companies, nor the Sellers, guarantee the correctness of the information, and none of the aforementioned will be held liable for any direct or indirect damages or loss, of whatsoever nature and howsoever arising, suffered by any person as a result of

errors or omissions in the information supplied, whether due to the negligence or otherwise of Rawson Auctions, its subsidiaries and related companies, the Sellers or any other person. The information contained herein is for information purposes only and is not a substitute for a thorough due diligence investigation.

Consumer Protection Act regulations stipulate that all bidders be registered and that they bring certified copies of their identity documents and proof of residence.

AUCTIONEER DETAILS

Director – Rawson Auctions Tanya Jovanovski <u>tanya@rawsonauctions.com</u> 082 411 9599 021 837 1700

Thanking you

