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1 Engelbrecht St. Krugersdorp  
www.wearemogale.co.za

# REGISTRATION INFORMATION

Date

Purchaser Name

Contact Number

Alternative Number

Email

Company Name

VAT Number

Address

Signature

I hereby acknowledge that above information is true & correct & that this registration slip constitutes the contract between the auctioneer and the purchaser in accordance with the condition of sale. I hereby declare that I have read and understood the full Terms and Conditions of the Auction House which complies with the Consumer Protection Act of 2008.

## POPI ACT

By signing this consent, I hereby agree that Mogale Auctioneers may collect, collate, process and store my personal information & to use and disclose such information in accordance with the Company's policy.

YES

Email SMS

WhatsApp

Would you like to be notified of our next auctions?

NO



# MOGALE AUCTIONEERS

# BUYERS CONDITIONS OF SALE

1. These conditions are subject to the Rules of Auction available on the auctioneer's website at [www.mogaleauctioneers.co.za](http://www.mogaleauctioneers.co.za) and comply with the Consumer Protection Act of 2008 (the "CPA"), as well as the Regulations relating to auctions referred to therein.
2. No bids will be accepted without the buyer being duly registered at the office.
3. A bidder making the highest accepted bid for a lot shall become the purchaser immediately such a lot has been knocked down to him.
4. The auctioneer reserves the right to regulate the bidding.
5. The auction is subject to the right that the bids may be accepted from either the seller or the auctioneers or a representative of either.
6. The auctioneer reserves the right to refuse any bid, and or remove any lot.
7. All bids are exclusive of VAT, unless stipulated otherwise. All goods are sold are charged with buyer's commission as determined by the auctioneer.
8. Should there be any dispute, the auctioneer shall be entitled to settle such dispute at his sole discretion which shall include, but not limited to the absolute discretion to re-sell such lot or declare any bidder to be the purchaser.
9. The auctioneer's decision is final on all of the buyers.
10. No party shall have a claim for damages of any nature in the event of the auctioneer settling any dispute.
11. The auctioneer's vendue roll of sale is final and binding on all buyers.
12. A purchaser shall be deemed to have made himself fully acquainted with the goods in the lot for which he/she bids.
13. Neither the auctioneer, the auction house nor the seller accepts any responsibility for the repair or maintenance of any goods sold.
14. If the lot is a motor vehicle, the auctioneer does not guarantee the odometer reading on any of the lots, that is vehicle sold.
15. The auctioneer sells each lot as per the year of first registration as per certificate of registration in respect of the motor vehicle.
16. All accounts must be paid in cash or electronic transfer or credit/debit cards, 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 held liable for any shortfall and any other costs relating thereto.
17. Ownership of the goods sold vests in the auctioneer's principal until payment in full has been made.
18. The risk in any goods sold, shall pass to the purchaser immediately as such goods have been knocked down to the purchaser.
19. 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.
20. A person who attends at the auction to bid on behalf of another person must produce a letter of authority meeting the requirements in term of Regulation 26 (3) of the CPA. In the event of a purchaser acting as a representative fail to legally bind its alleged principal, he or she will be personally liable for all the obligations. The provisions of this clause shall continue to apply to anyone signing these terms and conditions on behalf of an entity, hereby accepts these conditions and shall be deemed to be bound as surety as co-principal debtor.
21. Should legal proceedings be instituted, the auctioneer may in its sole discretion do so in its own name or that of the auction house.
22. Auctions are recorded via recording device for dispute purposes.
23. If a dispute should arise between the Auctioneer and the purchaser, the auctioneer reserves the right to hold any deposits paid as surety until the dispute is resolved between the parties.
24. The purchaser hereby agrees to pay costs on the scale as between attorney and client, disbursements and collection commission incurred by the seller or auctioneer to obtain payment of any amount due hereunder and the purchaser consents to the jurisdiction of the Magistrate's Court, in term of Section 45 of Act 32 of 1994 as amended, but acknowledges that it is in the sole discretion of the auctioneer or seller to elect to institute action in the High Court.
25. The above terms and conditions constitute the contact between the auctioneer and the purchaser. No variation of this contract, novation or consensual cancellation or any waiver of any portion hereof shall be of any force or effect unless reduced to writing and signed by both parties. 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. The purchaser selects as its domicilium citandi et executandi for all purposes in terms hereof, the indicated address, to which all notices or documents relating to this agreement may be addressed.

Signature





# DEPOSIT SLIP

FOR OFFICE USE ONLY

BUYERS NO:

**DEPOSIT RECEIVED**

**DEPOSIT REFUNDED**

DATE					DATE				
NAME & SURNAME					USED ON INVOICE	YES	NO	AMOUNT	
CELL NO:					REFUNDED BY				
EMAIL:					REFUND AMOUNT				
DEPOSIT AMOUNT					REFUNDED VIA	CASH	DEBIT	CREDIT	EFT
DEPOSIT PAID VIA	CASH	DEBIT	CREDIT	EFT	BANKING DETAILS IF APPLICABLE	BENEFICIARY			
<p>I HEREBY ACKNOWLEDGE, UNDERSTAND AND COMPLY WITH THE TERMS &amp; CONDITIONS OF SALE OF THE AUCTION HOUSE. PLEASE NOTE ELECTRONIC REFUNDS MIGHT ONLY REFLECT 7 (SEVEN) TO 10 (TEN) WORKING DAYS AFTER AUCTION DATE. THE AUCTION HOUSE RESERVE THE RIGHT TO WITHHOLD DEPOSIT REFUND UP UNTIL ALL ACCOUNTS AND DISPUTES ARE SETTLED BETWEEN THE PARTIES.</p> <p style="text-align: center;">CUSTOMER SIGNATURE:</p> <div style="border: 1px solid black; width: 500px; height: 30px; margin: 0 auto;"></div>						BANK NAME			
						BRANCH CODE			
						ACCOUNT NUMBER			
					DEPOSIT RECEIVED IN GOOD ORDER	YES	NO		
					SIGNATURE				

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