

## AUCTION REGISTRATION

**Fast track your register at Imperial Auto Auctions, by following these easy steps:**

1. Complete the registration form.
2. Complete the registration acknowledgement form.
3. Read and sign the Terms and Conditions.
4. Registration fee payment - R 5 000 deposit (per vehicle):
  - Credit card / Debit card (card machine available), or
  - Bank guaranteed cheque, or
  - EFT payment:

Bank:	First National Bank
Account Name:	Imperial Auto Auctions
Account Number:	6214 9955 182
Branch Name:	Corporate Account
Branch Code:	255-005
EFT Reference:	Name and Surname / Company Name
Email proof of payment:	See email addresses below

5. Submit your documents.
  - Email this document with ID and proof of residence, or
  - Print document and hand in at registration office with original ID and proof of address.
6. Collect your official bidding number at the registration office with your original ID document.

**For assistance:**

Call 011 201 3700 or

Email [elsie.pitout@autoauctions.co.za](mailto:elsie.pitout@autoauctions.co.za) or [murdel@autoauctions.co.za](mailto:murdel@autoauctions.co.za)

**CLIENT SIGNATURE** \_\_\_\_\_

# STEP 1: COMPLETE REGISTRATION FORM



Telephone: 011 201 3700  
Email: admin@carmart.co.za

19 Herman Road, Meadowdale  
Edenvale

### TERMS AND CONDITIONS

1. A bank guaranteed cheque, EFT or bank deposit is required as a deposit to register. The deposits are refundable after the auction should your bid be unsuccessful. These deposits are only placed in a holding account in order to confirm Buyers. No vehicles will be released until full payment is made. Those Buyers applying for finance must do so before the auction, and have confirmed finance before they will be allowed to bid.
2. A Buyer making the highest accepted bid for a lot, shall become the purchaser immediately such lot has been knocked down to him. Should there be any dispute over any lot, the Auctioneer may in his sole discretion re-sell such a lot or declare any Bidder, the Purchaser. The Auctioneer's decision is final and binding on all the Buyers.
3. The Auctioneer is not liable in any way for any errors or inaccuracies in description or identification of Goods. All Goods are sold voetstoets. 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.
4. All accounts must be paid by bank guaranteed cheque, EFT or bank deposit by the fourth day following the 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 shortfalls. Ownership of the Goods sold vests in the Auctioneer's Principal until payment in full has been made.
5. Cheques tendered will not be regarded as payment until actually paid by the drawer bank. All goods are sold exclusive of VAT.
6. The Auctioneer's vendor roll of sale is final and binding on all Buyers.
7. Full title is guaranteed on all vehicles.
8. A Buyer's commission is payable on each and every vehicle purchased.
9. The Auctioneer reserves the right to regulate the bidding, to refuse any bid, to withdraw any lot from the sale and to stipulate any reserve price as imposed by his principal.
10. The risk in any Goods sold, shall pass to the Purchaser immediately such Goods have been knocked down to the Purchaser. The Purchaser acknowledges that the Auctioneer is not liable in any way for any damage to, or shortfall in, the Goods or any Goods stolen before the Purchaser takes delivery of the purchased Goods.
11. 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 by the fourth day following the sale.
12. Should legal proceedings be instituted, the Auctioneer may in his sole discretion do so, in his own name.
13. 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 the 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 as *rouwkoop*.
14. No member of staff has any rights whatsoever to make representation on half of the Company OR to bind the Company in any way whatsoever, unless such representation is agreed to in writing and signed by one of the Directors of the Company.

Deposit Refunded

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

### Buyers No. and Details

Date: \_\_\_\_\_

Name: \_\_\_\_\_

ID. No.: \_\_\_\_\_

Co. Name: \_\_\_\_\_

VAT Reg. No.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Code: \_\_\_\_\_

Cell: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

FICA: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

I acknowledge that I have read the conditions and that I am bound by them.

Deposit:  SPEED POINT  CHEQUE  EFT

### NOTES

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## STEP 2: COMPLETE REGISTRATION ACKNOWLEDGEMENT FORM

### BUYER'S DETAILS

Buyers registration no: \_\_\_\_\_  
Name & Surname: \_\_\_\_\_  
Business name: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Alternate contact no: \_\_\_\_\_

### Where did you hear about Imperial Auto Auctions?

- Google  Facebook  
 Radio  Street pole-advert  
 SMS  Mailing list  
 Twitter  Newspaper  
 Other (please specify) \_\_\_\_\_

#### OFFICE USE ONLY

- PRIVATE  
 DEALER

### Regarding your deposit

- Use it as down payment on purchase  
 Refund it →  
 Use as deposit for future auction

#### Banking details for refund:

Account holder: \_\_\_\_\_  
Bank name: \_\_\_\_\_  
Account number: \_\_\_\_\_

#### **IMPORTANT:**

***Refunds are done via cheque unless a bank stamped bank statement is provided.***

### How did you pay your deposit?

- Credit card  
 Bank cheque  
 \*EFT  
 \*Debit card  
 Other (please specify) \_\_\_\_\_

Date of deposit: \_\_\_\_\_

Reference used (if EFT): \_\_\_\_\_

*\*If paying by debit card or EFT, your banking details must be bank-stamped for the refund.*

### Would you like to receive the auction-list via email?

- Yes  No

Email: \_\_\_\_\_

**CLIENT SIGNATURE** \_\_\_\_\_

**STEP 3: READ TERMS & CONDITIONS.  
SIGN EACH PAGE**

## AUCTION TERMS & CONDITIONS

Version 2 (Updated 12 June 2017)

**Please familiarise yourself with our terms and conditions  
before registering on auction.**

### Registration Process

To register as a buyer on auction you will require the following:

1. A refundable R 5 000 deposit per vehicle.
  2. Proof of identity (ID book).
  3. Proof of address. (Not older than 3 months)
- Proof of address accepted documents:  
Utility bill, cell phone account, bank statement & e-toll account statement.

### FICA Registration requirements for bidders registering under business name

- Business proof of residence
- Business registration documents (CK, CC, PTY)
- Traffic register certificate
- VAT registration / clearance certificate
- Letter with proxy and buyers details
- Proxy and buyer's ID
- Owner / manager / GM ID (The person that signed proxy letter)

**Please be advised that we cannot register you without these documents.**

### Please note:

- Payment of deposit Credit cards and bank cheques recommended.
  - Credit cards, bank cheques, electronic transfers and debit cards welcome.
  - No personal cheques or cash will be accepted.
  - Proof of address must be current and not older than three months.
- Once you have completed a simple registration form, you will be issued with a buyer's number which will enable you to take part in the bidding.
- You **must register for a new bid number for each auction**, you may not reuse a previous week's bid number.



**CLIENT SIGNATURE** \_\_\_\_\_



### **Refund of deposit**

If you did not buy on the auction, your R 5 000 will be refunded to you on request. Debit Card and internet deposit payments can take up to 14 working days to be refunded. We advise that you pay your deposit with a **bank cheque or credit card for immediate refunds** if your bid is unsuccessful.

### **Forfeit of deposit**

If for whatever reason you do not take delivery of the vehicle which was knocked down to you, you will forfeit the full deposit and may be blacklisted with all financial institutions.

## **Auction Terms and Conditions**

All vehicles are sold with no duty to repair - sold as is, "**voetstoots**". As you see them, so you buy them. We will entertain no claims after the sale. All units are sold **without any warranties or guarantees** of any kind whatsoever. Please ensure that you have carefully inspected the vehicle you are buying before the auction starts.

Imperial Auto Auctions gives no warranty as to the correctness of date of first registration, year of manufacture and the odometer reading listed on the vehicle to be correct.

The auctioneer is not liable in any way for any errors or inaccuracies in the description or identification of goods. All goods are sold "**voetstoots**". In making a bid, a bidder shall be deemed to have made him fully acquainted with the goods in the lot for which he bids.

All vehicles are sold excluding a handling fee of R1 500 + VAT and a 6% excluding VAT buyer's commission. All vehicles are sold excluding 14% VAT.

### **STC Lots**

On few occasions the banks have the right to STC a bid. This means that the bid is "subject to confirmation" and the bank has 48 working hours to get back to Imperial Auto Auctions to either accept the bid or decline the offer.

### **Auctioneer**

Marco du Bucci is the auctioneer at Imperial Auto Auctions. He is a qualified auctioneer and auctioneer trainer at SAIA (South Africa Institute of Auctioneers).

### **Vehicle collection after auction**

All purchases must be paid for in full and collected within two days after the auction. Failure to collect your vehicle after two working days, will result in storage penalties calculated at a rate of R200 excluding VAT per day being charged to the buyer of the vehicle. Proof of payment is required on collecting of vehicles. Imperial Auto Auctions, will only release vehicles to bidders who have purchased more than one vehicle, once all outstanding vehicles purchased on auction are fully paid up.

### **Paying for your bid**

No cash will be accepted on our premises. Payment either by bank guaranteed cheque, EFT payments or a release note from a reputable Finance institution. Please note that we can only release a vehicle to you once the full outstanding amount is reflected in our bank account. Credit card machine is for deposit only, you cannot pay for your car with credit card.

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### Cash deposits at bank

A 1% cash handling fee will be charged on cash deposits made into our bank account.

### How to calculate your total purchase price:

Example Bid Price:	R 50 000
6% Buyers commission:	R 3 000
Handling Fee:	R 1 500
<b>Total excluding VAT:</b>	<b>R 54 500</b>
+ 14% VAT	R 7 630
<b>TOTAL PRICE including VAT:</b>	<b>R 62 130</b>

### Rules of auction

The date, time and place of the auction will be as published and as set out on the website of IMPERIAL AUTO AUCTIONS: [www.imperialautoauctions.co.za](http://www.imperialautoauctions.co.za)

1. The rules of this Auction comply with Section 45 of the Consumer Protection Act, 68 of 2008 and its regulations (the "Act").
2. The auction will commence at the published time and will not be delayed for anyone.
3. These Rules apply to both bidders and successful bidders ("Purchaser/s") and the terms and conditions will be deemed to be accepted by either of them on completion of registration as a bidder.
4. The bidder must register to participate in this auction. Any bid made without proper registration will be invalid.
5. Original documentation of the bidder's identity document, proof of residence and the capacity in which he makes the bid, such as a letter of authority, which must be in compliance with the provisions of the Act, will be requested prior to completion of registration.
6. The auction will be recorded and both the bidders' record and the vendor roll are available for inspection during normal business hours free of charge.
7. An EFT or bank deposit of R 5 000 (five thousand rand), per vehicle is required as a deposit for registration. The deposit will be forfeited if the purchase price for the lot auctioned is not paid within the period stipulated below.
8. In the event of an unsuccessful bid, the deposit may at the bidder's election be refunded. In the absence of such instruction, the deposit will remain in the account for future participation in our auctions by the bidder.

**CLIENT SIGNATURE** \_\_\_\_\_

9. Each lot put on auction will be deemed to be a separate lot, unless there is clear, documented evidence to the contrary. If applicable, the auctioneer will announce that the lot is auctioned “subject to confirmation” or “STC” prior to auctioning that lot.
10. The sale by auction is complete at the auctioneer’s fall of the hammer or any other customary manner and until that announcement is made, a bid may be retracted.
11. All bids received exclude VAT, the commission and fees. These additional costs are payable by the Purchaser and a total breakdown of the costs will be available.
12. The highest accepted bid will be deemed to be the Purchaser, except lots sold “subject to confirmation” will be confirmed within 48 (forty eight) hours after the sale.
13. If there is a dispute, the lot may be put up again for resale or the auctioneer may declare the Purchaser. The decision of the auctioneer is final.
14. Auctions are subject to a reserve or upset price. Neither the Seller, nor the auctioneer or any of its representatives may bid on a lot, unless advance notice is provided.
15. Each lot will display a notice confirming the motor vehicle’s manufacturing, and registration details.
16. There is no duty on Imperial Auto Auctions to effect any latent or patent repairs on any lot. Any lot sold at this auction is sold “voetstoots” or “as is”. The odometer reading stated on the notice is as read by Imperial Auto Auctions and is not guaranteed. No obligations will be implied unless displayed in the notice.
17. The Seller does not provide any warranties whatsoever on the fit for purpose or mechanical ability of any lot. It is recorded that the bidder has had an opportunity to inspect the lot (accepted the condition and state thereof) and has concluded on his/her own free will to bid on a lot.
18. The reason for the auction will be announced by the auctioneer should it be any reason other than the normal and voluntary disposal of any lot by the Seller.
19. Removal of any lot by the Purchaser will not take place until payment of the full purchase price (including the bid amount, commission, fees and VAT ), has been made to the Seller, and a delivery note has been provided by the Seller to the Purchaser. No lots will be released during the auction process.
20. All purchases are to be paid in full within 48 (forty eight) hours of the conclusion of the auction. Subject to the sole discretion of the Seller, any payment made by the Purchaser after the stipulated period may be accepted by the Seller and may result in storage fees being payable by the Purchaser.
21. The Seller may without penalty or prior notice be entitled to withdraw any item or lots from the auction.

**CLIENT SIGNATURE** \_\_\_\_\_

22. The Seller will advise the local vehicle licensing authorities with the change of ownership details and the onus is on the Purchaser to register the vehicle within 21 (twenty one) days (from the date of receipt of the delivery note from the Seller) into his/her/its name.
23. Should the bidder/purchaser not comply with any of these rules, the bid shall be deemed invalid, the lot may be placed again on auction and a claim for damages may be brought against the bidder/purchaser in addition to forfeiture of the deposit.
24. Where applicable, the auctioneer will announce whether there is a right to bid on a vehicle on the behalf of the seller or auctioneer.
25. This document, is an amended version of the original Terms and Conditions, the version and last date amended is stated at the top of this document.
26. In these rules, "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.
27. Any person attending the auction to bid on behalf of another person must produce a letter of authority which meet the requirements authorising him or her to bid.
28. Any persons bidding on behalf of a company must produce a letter on the letterhead of the company as well as a certified copy of resolution authorising him or her to bid.

Marco du Bucci

Auctioneer Name & Surname

\_\_\_\_\_

Auctioneer signature

\_\_\_\_\_

Date

\_\_\_\_\_

Place

The auctioneer hereby acknowledges that this terms and conditions to the best of his knowledge complies and meet the requirements of regulations of the Consumer Protection Act of 68 of 2010 [1 April 2011, Vol 550, No 34180].

### **IMPERIAL AUTO AUCTIONS BANKING DETAILS:**

Bank:	FIRST NATIONAL BANK
Account Name:	IMPERIAL AUTO AUCTIONS
Account Number:	6214 9955 182
Branch Name:	CORPORATE ACCOUNT
Branch Code:	255-005
<b>EFT Reference:</b>	Name and Surname / Buyers number
<b>EMAIL Proof of payment:</b>	<b>murdel@autoauctions.co.za</b>

**CLIENT SIGNATURE** \_\_\_\_\_



## STEP 4: REGISTRATION FEE PAYMENT

To enable you to participate in the auction, you are required to pay R 5 000 deposit per vehicle.

Deposit can be paid using one of the following methods:

- Credit / Debit card payment in the registration office.
- Bank guaranteed cheque to be handed in at the registration office.
- EFT payment into Imperial Auto Auctions bank account. **(Bring proof of payment with.)**

Banking details :	Bank:	FNB
	Branch:	Corporate account
	Branch code:	255-005
	Account number:	6214 9955 182
	Reference:	Initials & Surname

## STEP 5: SUBMIT REGISTRATION

The following additional documentation must be send with your registration:

1. Copy of ID
2. Proof of residence (not older than 3 months)

Submit your registration document as follow:

1. Print this document and hand in at the registration office on Friday, Saturday or Monday.  
**OR**
2. Email your document to [elsie.pitout@autoauctions.co.za](mailto:elsie.pitout@autoauctions.co.za) or [murdel@autoauctions.co.za](mailto:murdel@autoauctions.co.za).

## STEP 6: COLLECT BIDDER NUMBER

Collect your bidding number at the registration office by presenting your **original ID document**.

CLIENT SIGNATURE \_\_\_\_\_