

# AUCTION REGISTRATION FORM

## SECTION 1: AUCTION INFORMATION

<b>Date &amp; Time</b>	29 March 2023, 12pm
<b>Venue</b>	<ul style="list-style-type: none"> <li>▪ Wanderers Club, Inanda</li> <li>▪ Via live-stream at <a href="https://online.brollauctions.com/Auctions">https://online.brollauctions.com/Auctions</a></li> </ul>
<b>Property/ies of interest</b>	

## SECTION 2: BIDDING PREFERENCE

<b>Bidding Preference</b> (mark with X)	<b>Attend Auction</b>		<b>Telephone</b>	
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## SECTION 3: BIDDER INFORMATION

<b>Bidding Capacity</b> (mark with X)	<b>Individual</b>		<b>On behalf of a juristic entity</b>	
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### INDIVIDUAL / NATURAL PERSONS

<b>First Name &amp; Surname</b>				
<b>SA ID Number</b>				
<b>Foreign Passport Number</b> (if applicable)				
<b>Physical Address</b>				
<b>Postal Address</b>				
<b>Landline Number</b>				
<b>Mobile Number</b>				
<b>Email Address</b>				
<b>Marital Status</b> (if applicable)	<input type="checkbox"/> In	<input type="checkbox"/> Out of	<input type="checkbox"/> Community of Property	
<b>Spouse Name</b> (if applicable)				
<b>Spouse ID No.</b> (if applicable)				

**JURISTIC ENTITY** (if applicable) (COMPANY, TRUST, CLOSE CORPORATION, OTHER)

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<b>Name of Entity</b>			
<b>Registration Number</b>			
<b>Physical Address</b>			
<b>Postal Address</b>			
<b>Contact Number</b>			
<b>Email Address</b>			
<b>Annual turnover is (mark with X)</b>	<b>Less than R2M</b>	<input type="checkbox"/>	<b>Greater than R2M</b>
<b>Asset value is (mark with X)</b>	<b>Less than R2M</b>	<input type="checkbox"/>	<b>Greater than R2M</b>

Note: Where a person is bidding on behalf of a juristic entity, please complete **Annexure A**.

## SECTION 4: AUCTION REGISTRATION FEE (REFUNDABLE TO THE BIDDER AFTER THE AUCTION)

<b>Amount</b>	R50 000 (Fifty Thousand Rand)		
<b>Method of Payment (mark with X)</b>	<b>EFT</b>	<input type="checkbox"/>	<b>Credit Card</b>
<b>Account Name</b>	Broll Auctions and Sales (Pty) Ltd		
<b>Bank</b>	Nedbank		
<b>Account Number</b>	1 102 884 839		
<b>Branch Code</b>	123 209		
<b>Branch Name</b>	Southern Peninsula		
<b>Proof of payment</b>	<a href="mailto:hdejongh@broll.com">hdejongh@broll.com</a>		

## SECTION 5: REFUND BANKING DETAILS

Note: We require proof of banking details prior to paying the refund, which we will request after the auction.

<b>Account Name</b>	
<b>Bank Name</b>	
<b>Branch Name</b>	

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<b>Branch Code</b>	
<b>Account Type</b>	
<b>Account Number</b>	
<b>Reference</b>	Broll Auctions
<b>Proof of payment</b>	

## SECTION 6: TERMS & CONDITIONS

By signature of this auction registration form, the signatory:

### Registration

1. Acknowledges himself/herself to have read, understood and be bound by the Auctioneer's terms and conditions of auction; and has complied with FICA requirements i.e. brought a copy of his/her ID book, proof of residence and letter of authority to sign on behalf of a juristic entity (if applicable).
2. Should the Bidder be bidding on behalf of another person, this bidding form must be accompanied by an original Power of Attorney.
3. Should the Bidder be bidding on behalf of a third party in respect of an entity (i.e. Close Corporation, Trust, Company, Association or similar), this proxy bidding form must be accompanied by the relevant signed resolution from the entity's Members, Trustees, Directors, Shareholders, etc.
4. Warrants, in the event that he/she is bidding on behalf of another person/company/close corporation or trust, that he/she has all necessary authority to do so and to bind such party to any consequent sale, and will produce written proof of such authority upon request.
5. Acknowledges that in the event of allowing the registration number allocated to the bidder to be used by any other bidder whether registered or not, shall remain liable for performance.
6. Acknowledges and understands that he/she shall not be entitled to bid until such time as the Auctioneer's registration fee has been paid or secured to the Auctioneer's satisfaction, this registration fee is refundable should he/she not be the highest bidder.

### Lot Information

7. Warrants that he/she has fully apprised him/herself with the lot for which he/she is bidding and all associated documentation.
8. The prospective Purchaser shall be considered to have inspected the auction catalogue, bidders pack and conditions of sale for the relevant lot and to have full knowledge thereof.

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## Bids

9. The sale by auction is subject to a reserve price.
10. The auctioneer or his agent shall be entitled to bid up to the reserve price on behalf of the owner, but shall not be entitled to make a bid equal to or exceeding the reserve price.
11. Acknowledges that, should his/her bid be knocked down as the highest bid in respect of any lot bid upon, Auctioneer's commission, as stipulated in the Conditions of Sale, shall be payable over and above the bid price, unless otherwise stated.
12. Acknowledges and understands that, in respect of lots subject to a reserve, should his/her bid be knocked down as the highest bid in respect of any lot bid upon, such bid shall constitute an irrevocable offer to purchase the relevant lot at such price, which offer shall remain open for acceptance by the seller during the confirmation period of the lot.
13. Acknowledges and understands that, in respect of lots not subject to a reserve, should his/her bid be knocked down as the highest bid in respect of any lot bid upon, then such lot shall be deemed to have been sold to the bidder at such bid.
14. Acknowledges and understands that any sale of immovable property by way of public auction shall be binding on the bidder and does not need to be recorded in a written agreement, in accordance with the provisions of Section 3(1) of the Alienation of Land Act 68 of 1981.

## Telephone Bidding

15. The prospective Purchaser appoints Broll Auctions and Sales as agent and authorises the Broll Auctions and Sales representative to bid for the relevant lot on behalf of the prospective Purchaser, while receiving his / her bid via telephone, in such a manner as the Broll Auctions and Sales representative deems fit in his absolute discretion.
16. All prospective Purchasers are advised to telephone Broll Auctions and Sales on the day of the auction to ensure that there are no amendments to the particulars of the sale or conditions relating to the relevant lot or other matters relating to it. The prospective Purchaser will be deemed to have knowledge of such amendments and will be subject to them in any event. If the prospective Purchaser does not telephone and such amendments have been made in the event of telephone bidding, the Broll Auctions and Sales representative may in his absolute discretion decide not to bid for the relevant lot on the prospective Purchaser's behalf. In all events, neither the Broll Auctions and Sales representative or any of its subsidiaries, will not be responsible for any loss, costs or damages incurred by the prospective Purchaser as a result thereof.
17. Prospective Purchasers are advised in respect to telephone bids that should they become disconnected during bidding or are unobtainable, neither the Broll

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Auctions and Sales representative or any of its subsidiaries, will be held responsible or liable for any loss suffered in respect thereof.

## Signatures and Payment

18. Acknowledges and understands that should his/her bid be the highest bid on any lot, he/she will then be obligated to sign the Auctioneer's standard agreement of sale by public auction, which agreement the bidder acknowledges to have acquainted himself/herself therewith.
19. If the Bidder's bid is the highest, then the Purchaser undertakes to sign a copy of the Conditions of Sale and return same signed copy to Broll Auctions and Sales, immediately on the fall of the hammer.
20. If the Bidder's bid is the highest, then the Purchaser undertakes to pay the required deposit to Broll Auctions and Sales, as stipulated in the Conditions of Sale, immediately on the fall of the hammer.
21. If the Bidder's bid is the highest, then the Purchaser undertakes to pay to Broll Auctions and Sales the required Auctioneer's commission amount, as stipulated in the Conditions of Sale, immediately on the fall of the hammer.

## POPIA Consent

22. Processing of Personal Information
23. The Client's privacy is very important to BROLL AUCTIONS AND SALES and it will use reasonable efforts in order to ensure that any information, including personal information, provided by the Client, or which is collected from the Client, is stored in a secure manner.
24. The Client agrees to give (where applicable) honest, accurate and current information about the Client to BROLL AUCTIONS AND SALES and to maintain and update such information when necessary.
25. The Client's personal information collected by BROLL AUCTIONS AND SALES may be used for the following reasons:
  26. Process your information for ordinary business purposes
  27. Carry out statistical and other analyses to evaluate and improve our business (this includes improving and developing new services)
  28. Marketing of similar services and products within the BROLL AUCTIONS AND SALES Property Group (Pty) Ltd services and products
  29. Comply with applicable laws and regulations
30. The Client acknowledges that any information supplied to BROLL AUCTIONS AND SALES in terms of these Terms of Business is provided voluntarily.

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31. By submitting any information to BROLL AUCTIONS AND SALES in any form the Client further acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by BROLL AUCTIONS AND SALES under any applicable law in the manner contemplated above, which consent shall, in the absence of any written objection received from the Client, be indefinite and/or for the period otherwise required in terms of any applicable law.
32. Unless the Client has consented, BROLL AUCTIONS AND SALES will not sell, exchange, transfer, rent or otherwise make available any personal information about the Client (such as name, address, email address, telephone or fax number) to other parties and the Client indemnifies BROLL AUCTIONS AND SALES from any unintentional disclosures of such information to unauthorized persons.
33. Should the Client believe that BROLL AUCTIONS AND SALES has utilised the Client's personal information contrary to applicable law, the client shall first resolve any concerns with BROLL AUCTIONS AND SALES. If the Client is not satisfied with such process, the Client has the right to lodge a complaint with the Regulator, once established.

## SECTION 7: SIGNATURES

34. I hereby instruct and authorise a Broll Auctions and Sales Representative to bid on my behalf in accordance with the terms and conditions contained herein; and I understand that should my bid be successful the offer will be binding upon me. If required, a Broll Auctions and Sales Representative will bid on my behalf taking my instruction in this respect on the telephone when the relevant lot is being sold at the auction. I authorise a Broll Auctions and Sales Representative to record such bidding and instructions in order to avoid any doubts or disputes.
35. I the undersigned, acknowledge that I have received the Rules of Auction for this auction and it is my responsibility to understand, read and acquaint myself with the Rules of Auction incorporating the Sale Agreement. I have read and understood the Rules of Auction and have no objection to the Rules of Auction not being read out for the auction to be valid. Notwithstanding the fact that the Auctioneer has not read out every clause of the contract, I will legally comply myself with all my obligations, including immediate signing of the Rules of Auction incorporating the Sale Agreement on the fall of the hammer; and to the immediate transfer of the funds required in terms of the Rules of Auction and Sale Agreement.



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**SIGNED BY THE BIDDER AS ACCEPTANCE** (and where applicable the **BIDDER** is duly authorised)

<b>Date</b>	
<b>Place</b>	
<b>Signature</b>	

**FOR OFFICIAL USE BY BROLL**

<b>BIDDERS CARD NUMBER</b>	
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**ANNEXURE A: RESOLUTION AUTHORISING BIDDER TO BID ON BEHALF OF THE JURISTIC ENTITY**

Extract from the minutes of a meeting of the Directors/Members/Trustees of:

<b>Juristic Entity Name</b>	
<b>Held at</b> (location)	
<b>On</b> (date)	

Resolved that:

<b>First name &amp; Surname</b>	
<b>ID Number</b>	
<b>Foreign Passport Number</b> (if applicable)	

In his/her capacity as a Director/Member/Trustee of the juristic entity is authorised to execute and sign all necessary documents on behalf of the juristic entity.

Certified a true copy,

Director/Member/Trustee

<b>Full Name</b>	
<b>Signature</b>	

Director/Member/Trustee

<b>Full Name</b>	
<b>Signature</b>	



**In the event that you want to bid on behalf of a juristic entity, please enclose the following documentation:**

1. CIPC Registration / Disclosure Certificate
2. Change of name certificate (if applicable)
3. Proof of trading address
4. Resolution signed by all directors (listed in CIPC Document)
5. ID of authorised signatory
6. Proof of residence for authorised signatory

**In the event you will be bidding in your personal capacity, please enclose the following documentation:**

7. ID of authorised signatory
8. Proof of residence for authorised signatory

