

1. The Sale by auction is subject to a reserve price, unless specifically stated to the contrary by the auctioneer.
Verkoping per veiling is onderworpe aan 'n reserwe prys, tensy spesifiek anders vermeld deur die afslaer.
2. The auctioneer or his agent may 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.
Die afslaer of sy agent behou die reg om te bie tot die reserwe prys namens die eienaar, maar sal nie geregtig wees om 'n bod gelyk aan of meer as die reserwe prys te maak nie.
3. Section 45 of the Consumer Protection Act, Act 68 of 2008 ("the Act") is quoted below:
Artikel 45 van die Wet op Verbruikersbeskerming, Wet 68 van 2008 ("die Wet") word hieronder aangehaal:
"Auctions:
Veilings:
 - 45.(1) In this section, "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.
In hierdie seksie, verwys "veiling" na 'n verkoping in eksekusie van of ooreenkomstig 'n hofbevel, in die mate dat die bevel beoog dat die verkoop uitgevoer word deur 'n veiling.
 - (2) When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.
Wanneer goedere te koop aangebied word op 'n veiling in lotte, sal elke lot, tensy die teendeel bewys kan word, geag word as 'n afsonderlike transaksie.
 - (3) A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in any other customary manner, and until that announcement is made, a bid may be retracted.
'n Verkoping sal voltooi wees by die val van die hamer, of deur enige ander gebruiklike wyse van die afslaer, en tot op daardie aankondiging gemaak word, mag 'n bod onttrek word.
 - (4) Notice must be given in advance that a sale by auction is subject to –
Kennis moet vooraf gegee word dat 'n verkoop per veiling onderworpe is aan –
 - (a) a reserved or upset price; or
'n reserwe of minimum prys;

- (b) a right to bid by or on behalf of the owner or auctioneer, in which case the owner or auctioneer, or any one person on behalf of the owner or auctioneer, as the case may be, may bid at the auction.

'n reg om te bie deur of namens die eienaar of afslaer, in welke geval die eienaar of afslaer, of enige persoon namens die eienaar of afslaer, soos die geval mag wees, kan bie op die veiling.

- (5) Unless notice is given in advance that a sale by auction is subject to a right to bid by or on behalf of the owner or auctioneer –

Tensy daar vooraf kennis gegee is dat die verkoping onderhewig is aan die reg om te bie deur of namens die eienaar of afslaer –

- (a) the owner or auctioneer must not bid or employ any person to bid at the sale:

die eienaar of afslaer, mag nie bie of enige persoon aanstel om te bie op die veiling nie:

- (b) the auctioneer must not knowingly accept any bid from a person contemplated in paragraph (a): and

die afslaer mag nie willens en wetens die bod aanvaar van 'n persoon genoem in paragraaf (a): en

- (c) the consumer may approach a court to declare the transaction fraudulent, if this subsection has been violated.

kan die verbruiker 'n hof nader om te verklaar dat die transaksie bedrieglik was, indien hierdie subartikel geskend is.

- (6) The Minister may prescribe requirements to be complied with by an auctioneer, or different categories of auctioneer, in respect of –

Die Minister mag vereistes voorskryf wat nagekom moet word deur 'n afslaer, of verskillende kategorieë van die afslaer, ten opsigte van -

- (a) the conduct of an auction;
die prosedure van 'n veiling;

- (b) the records to be maintained with respect to property placed for auction; and

die dokumente wat onderhou moet word met betrekking tot eiendom geplaas vir 'n veiling, en

- (c) the sale of any such property by auction.
die verkoop van enige sodanige eiendom op 'n veiling.

4. The auction will commence at the published time and will not be delayed to allow any specific person or more persons to take part in the auction.
Die veiling sal plaasvind op die gepubliseerde tyd en sal nie vertraag word om sodoende enige spesifieke persoon of meer persone toe te laat om deel te neem in die veiling nie.
5. A person who attends the auction to bid on behalf of another person (i.e. on behalf of a company, trust, other natural person or legal entity) must produce a letter of authority that expressly authorizes him or her to bid on behalf of that person. Where a person is bidding on behalf of another entity the letter of authority must appear on the letterhead of the entity and must be accompanied by a certified copy of the resolution, if required, authorizing him or her to bid on behalf of the entity.
'n Persoon wat die veiling bywoon om te bide namens 'n ander persoon (bv. namens 'n maatskappy, trust, ander natuurlike persoon of regs persoon) moet 'n magtigingsbrief op 'n briefhoof van die besigheid wat hom/haar uitdruklik magtig om te bide in sy/haar besit hê en moet vergesel wees van 'n gesertifiseerde afskrif van die resoluëie, indien nodig, wat hom of haar magtig om namens die entiteit te bide.
6. HTA AUCTIONEERS does have a trust account into which all money will be paid for the benefit of the seller to HTA AUCTIONEERS in terms of the Conditions of Sale that apply to the auction.
Al die geld, sal vir die voordeel van die verkoper in HTA AFSLAERS se trustrekening in betaal word in terme van die verkoops-voorwaardes wat van toepassing is op die veiling.
7. The auctioneer will during the auction announce the reason for the auction.
Die afslaer sal die rede van die veiling aankondig tydens die veiling.
8. Anyone that intends to bid at the auction must register his or her Identity on the bidder's record prior to the commencement of the auction and such registration must meet the requirements of the FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.
'n Voornemende bieder moet registreer voor die veiling en

moet sodanige registrasie voldoen aan die vereistes van FICA (Wet op Finansiële Intelligensiesentrum, 2001) ten opsigte van die vestiging en verifikasie van die identiteit van die persoon en moet die persoon die registrasie inskrywing onderteken.

9. The bidder's record and the vendor or vendu roll will be made available for inspection at the office of HTA AUCTIONEERS, 20 Ossewastreet, Petrusburg, during normal business hours free of charge. It will also be available for inspection at the auction.
Die bieër se rekord en die vendurol sal gratis beskikbaar gestel word vir inspeksie by die kantoor van HTA AFSLAERS, Ossewastraat 20, Petrusburg, gedurende normale kantoorure. Dit sal ook beskikbaar wees vir inspeksie by die veiling.
10. The conduct of the auction is subject to the control of the auctioneer who has the sole right to regulate the bidding procedure.
Die prosedure van die veiling is onderworpe aan die beheer van die afslaer wat die uitsluitlike reg het om die bie proses te reguleer.
11. The sale shall be by the rise and the goods or property shall be sold to the highest bidder subject to the auction rules and the Conditions of Sale applicable to each specific sale.
Die goedere of eiendom sal opgeveil word by wyse van verkryging van bod en verkoop word aan die hoogste bieër onderhewig aan die veilingsreëls en verkoopsvoorwaardes van toepassing op elke spesifieke item.
12. Every prospective bidder must read the Conditions of Sale and must not bid unless he or she has done so and has satisfied him or herself as to the conditions that apply to the auction.
Elke voornemende bieër moet hom/haarself vereenselwig met die verkoopsvoorwaardes en moet nie bie, tensy hy/ sy so gedoen het en tevrede is met die voorwaardes van wat van toepassing is op die veiling nie.
13. Every bid shall constitute an offer to purchase the property or goods for the amount bid, which the seller or the auctioneer may accept or reject in their absolute discretion. The seller and auctioneer are entitled, in their absolute discretion to withdraw the property or goods from the sale prior to acceptance by the seller.
Elke bod sal 'n aanbod daar stel om die eiendom of goedere vir die bedrag van die bod te koop, wat die verkoper of die afslaer kan aanvaar of verwerp op hulle eie diskresie. Die verkoper en die afslaer, is geregtig, op hulle eie diskresie,

om die eiendom of goedere te onttrek van die veiling voor aanvaarding van die verkoping.

14. If no bid equals or exceeds the reserve price, the property or goods may be withdrawn from the auction. The seller shall be entitled to instruct the auctioneer to accept any lower bid than the reserve price put on the article by the seller.
As daar geen bod gelyk is aan of groter is as die reserwe prys, kan die eiendom of goedere onttrek word van die veiling. Die verkoper sal geregtig wees om die afslaer opdrag te gee om 'n laer prys as die reserwe prys op die artikel deur die verkoper te aanvaar.
15. In the event of any dispute between the bidders the decision of the auctioneer shall be final and binding.
In die geval van enige dispuut tussen die bidders, sal die besluit van die afslaer finaal en bindend wees.
16. Any error by the auctioneer shall be entitled to be corrected by him upon discovery.
Die afslaer is geregtig om enige fout wat deur hom begaan is, deur homself reg te stel met die ontdekking daarvan.
17. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Conditions of Sale, during which time the offer shall be open for acceptance by the seller or his agent and if the offer is accepted the sale shall be deemed to be a sale by auction for purposes of the Act.
Geen bod mag onttrek word na die val van die hamer tot die verstryking van die tydperk wat vir bekragtiging verskaf word in die verkoopsvoorwaardes, gedurende welke tyd die aanbod oop sal wees vir aanvaarding deur die verkoper of sy agent en indien die aanbod aanvaar word sal die verkoping geag word om 'n verkoop per veiling vir doeleindes van die Wet te wees.
18. The highest bidder in respect of immovable property, being the Purchaser, shall sign the Conditions of Sale immediately after the fall of the hammer.
Die hoogste bieder ten opsigte van onroerende eiendom, synde die Koper, sal die verkoopsvoorwaardes onmiddellik onderteken na die val van die hamer.
19. The Purchaser and bidder are referred to sections 2(1) and 3(1) of the Alienation of Land Act 68 of 1981, which are quoted below. The Purchaser and bidder are specifically referred to section 3(1) of the Act.

Die Koper en bieër word verwys na afdelings 2 (1) en 3 (1) van die Wet op Vervreemding van Grond, Wet 68 van 1981, soos hieronder aangehaal. Die Koper en bieër word spesifiek verwys na artikel 3 (1) van die Wet.

Section 2(1) No alienation of land after the commencement of this section shall, subject to the provisions of section 28, be of any force or effect unless it is contained in a deed of alienation signed by the parties thereto or by their agents acting on their written authority.

Artikel 2 (1) Geen vervreemding van grond na die inwerkingtreding van hierdie artikel is onderhewig aan die bepalinge van artikel 28, sal van enige krag of effek wees tensy dit vervat is in 'n akte van vervreemding onderteken deur die partye daarby of deur hulle agente wat optree op hulle skriftelike gesag.

Section 3(1) The provisions of section 2 do not apply to sale of land by public auction.

Artikel 3 (1) Die bepalinge van artikel 2 is nie van toepassing op die verkoop van grond deur openbare veilinge nie.

20. The purchaser's offer shall remain open for acceptance by the seller or by the auctioneer on behalf of the seller, until expiry of the confirmation period.

Die koper se aanbod sal oop bly vir aanvaarding deur die verkoper of deur die afslaer namens die verkoper tot die verstryking van die bekratigingstydperk.

21. The purchaser's offer in respect of immovable property, shall only be deemed to have been accepted when the seller or his agent or whichever may be applicable has signed the Conditions of Sale on behalf of the Seller in the space provided at the end of the Conditions of Sale.

Die koper se aanbod ten opsigte van onroerende eiendom, sal slegs geag word as aanvaar, wanneer die verkoper of sy agent of wat ook al van toepassing mag wees, die verkoopsvoorwaardes namens die Verkoper in die ruimte wat voorsien word onderteken is aan die einde van die verkoopsvoorwaardes.

Should the Seller reject the purchaser's offer, the auctioneer will repay to the purchaser any deposit and commission paid in terms of the Conditions of Sale.

Indien die Verkoper die koper se aanbod verwerp het, sal die afslaer die koper se deposito en die kommissie wat betaal is in terme van die verkoopsvoorwaardes, terugbetaal.

22. In the event of the sale requiring the consent of any statutory authority or any court of law, then this auction sale will be subject to the granting of such consent.
In die geval van die verkoop waar toestemming vereis word van enige statutêre gesag of 'n geregshof, sal hierdie veiling onderworpe wees aan die verlening van sodanige toestemming.

23. In respect of commission earned by the auctioneer on movable assets, such commission will be payable at the rate of 10% of the bid plus VAT thereon, which will be payable immediately on conclusion of the sale.
Ten opsigte van die kommissie wat verdien word deur die afslaer op die roerende bates, sal die kommissie betaalbaar teen die koers van 10% van die bod plus BTW daarop, betaalbaar wees onmiddellik na afloop van die veiling.

These rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008.

Hierdie reëls van die veiling voldoen aan artikel 45 van die Wet op Verbruikersbeskerming, Wet 68 van 2008.