

hammerandtongues.com

MEGA VEHICLES HOUSEHOLD & CONTAINERS VIRTUAL ONLINE AUCTION

23 - 25 March 2022

On behalf of an Embassy, NGO's and other
valued clients we will offer the following

DEPOSITS

VEHICLES USD\$4 000 GOODS USD\$500

**YOU
DO NOT WANT
TO MISS IT !!!**

TERMS & CONDITIONS APPLY



REGISTER, LOGIN & BID

**VIEWING
NOW ON**

TOP QUALITY LATEST MODEL 4 X 4 TRUCKS IN MINT CONDITION AVAILABLE

VEHICLES

- 2017 Land Cruiser Prado
- 2019 Toyota Hilux D/ Cab
- 2 x 2018 Toyota Hilux D/ Cab
- 2014 Land Cruiser S/ Wagon
- 2016 Marcopolo Volare 28 Seater Bus
- 6 x Honda CTX 200 125 CC Motorbikes
- 2011 Toyota Belta
- 2009 Nissan Navara
- And Lots More.....

GOODS

- 3 x 20 Foot Containers
- Washing Machines
- Stoves,
- Dining Room Sets,
- Pool Loungers,
- Bed Sets,
- Dryers,
- Lawn Mowers & Hedge Trimmers
- And Lots More....

FOR MORE INFORMATION CONTACTS:

**BRIAN: 0782 706 788
WONDERFUL: 0716 800 280
CHIPO: 0782 711 173
DAVID: 0712 668 037**



**HAMMER &
TONGUES**
AUCTIONEERS

ONLINE VIRTUAL AUCTION

Notice to all prospective buyers

DISCLAIMER - ALL DESCRIPTIONS CONTAINED IN THIS CATALOGUE ARE MEANT FOR USE AS A GUIDELINE ONLY, AND BUYERS ARE ENCOURAGED TO VIEW AND DO PHYSICAL INSPECTION BEFORE PARTICIPATING IN THIS AUCTION. HAMMER AND TONGUES WILL NOT BE LIABLE FOR ANY DISCREPANCIES, VARIATIONS, OR ANY MISREPRESENTATIONS FROM THE DESCRIPTIONS GIVEN'



COMMERCIAL VEHICLES



PICK UPS & SUV's



MOTOR BIKES



STORAGE CONTAINERS



**Viewing
in
Progress!**



SUPERLINK TRAILER FLATDECK

Model: 2008 MODEL
(EX-COMPANY)

Lot # 1512

23rd-25th MARCH 2022

**Viewing
in
Progress!**



MARCOPOLO VOLARE M/BUS

Model: 2008 MODEL REG ABB 2252
MILEAGE 83516
(EX-COMPANY)

Lot # 2200

23rd-25th MARCH 2022

**Viewing
in
Progress!**



DAF BOX TRUCK

Model: 2009 MODEL REG NO. AFK 3753
(EX-COMPANY)

Lot # 1815

23rd-25th MARCH 2022

**Viewing
in
Progress!**



FREIGHTLINER AGOSY HORSE

Model: 2009 MODEL REG NO. AEG 4779
(EX-COMPANY)
Runner

Lot # 1394

23rd-25th MARCH 2022

CONTACT OUR SALES TEAM:

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DAVID +263 712 668 037, **CHIPO** +263 782 711 173



**COMMERCIAL
VEHICLES**



**HAMMER &
TONGUES**

AUCTIONEERS

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TANDEM TANKER PNEUMATIC TRAILER

Model: 1997 MODEL
REG NO. ACQ 8290
(EX-COMPANY)

Lot # 1775

23rd-25th MARCH 2022



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**HAMMER &
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AUCTIONEERS

18005 Dhlela Way, Graniteside, Harare
No. 36 J. Chinamano Street, Belmont, Bulawayo

PICK UPS & SUVs



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in
Progress!**



TOYOTA HILUX 2.4 D/CAB

Model: 2018 MODEL REG NO. AES 9672

MILEAGE 65149KM

(EX-NGO)

Lot #2186

23rd-25th MARCH 2022

**Viewing
in
Progress!**



TOYOTA HILUX 2.4 D/CAB

Model: 2018 MODEL REG NO. AES 9673

MILEAGE 40178KM

(EX-NGO)

Lot # 2187

23rd-25th MARCH 2022

**Viewing
in
Progress!**



TOYOTA HILUX 2.4 D/CAB

Model: 2018 MODEL REG NO. AES 9653

MILEAGE 50704KM

(EX-NGO)

Lot # 2188

23rd-25th MARCH 2022

**Viewing
in
Progress!**



TOYOTA LANDCRUISER PRADO

Model: 2017 MODEL REG NO. AEQ 2836

MILEAGE 131311KM

(EX-COMPANY)

Lot # 2189

23rd-25th MARCH 2022

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No. 36 J. Chinamano Street, Belmont, Bulawayo

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Progress!



TOYOTA LANDCRUISER S/WAGON

Model: 1998 MODEL REG AEX 6030
(EX-COMPANY)

Lot #2201

23rd-25th MARCH 2022

Viewing
in
Progress!



TOYOTA LANDCRUISER S/WAGON

Model: 2014 MODEL REG ADL 6520
MILEAGE 161706KM
(EX-NGO)

Lot # 2190

23rd-25th MARCH 2022

Viewing
in
Progress!



TOYOTA LANDCRUISER P/UP

Model: 1994 MODEL REG NO. ADR 7948
(RUNNER)

Lot # 1501

23rd-25th MARCH 2022

Viewing
in
Progress!



TOYOTA COROLLA AXIO

Model: 2013 MODEL REG NO. AFA 7542
MILEAGE 80687KM
(EX-NGO)

Lot # 2191

23rd-25th MARCH 2022

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PICK UPS & SUVs



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AUCTIONEERS

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in
Progress!**



TOYOTA ALLION

Model: 2010 MODEL REG NO. AFB 1350
MILEAGE 72855KM
(EX-NGO)

Lot #2192

23rd-25th MARCH 2022

**Viewing
in
Progress!**



TOYOTA BELTA

Model: 2011 MODEL REG NO. AFB 1349
MILEAGE 78569KM
(EX-NGO)

Lot # 2190

23rd-25th MARCH 2022

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AUCTIONEERS

18005 Dhlela Way, Graniteside, Harare
No. 36 J. Chinamano Street, Belmont, Bulawayo

Viewing
in
Progress!



HONDA CTX200 M/BIKE

Model: 2014 MODEL REG NO. ADG 0394
(N/RUNNER)
(EX-NGO)

Lot #2194

23rd-25th MARCH 2022

Viewing
in
Progress!



HONDA CTX200 M/BIKE

Model: 2014 MODEL REG NO. ADG 0248
(N/RUNNER)
(EX-NGO)

Lot # 2195

23rd-25th MARCH 2022

Viewing
in
Progress!



HONDA BUSHLANDER M/BIKE

Model: 2007 MODEL REG NO. AAY 9473
(N/RUNNER)
(EX-NGO)

Lot # 2188

23rd-25th MARCH 2022

Viewing
in
Progress!



HONDA CTX200 M/BIKE

Model: 2014 MODEL REG NO. ADG 0267
(N/RUNNER)
(EX-NGO)

Lot # 2189

23rd-25th MARCH 2022

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BRIAN +263 782 706 788, **WONDERFUL** +263 716 800 280

DAVID +263 712 668 037, **CHIPO** +263 782 711 173

Viewing
in
Progress!



HONDA CTX200 M/BIKE

Model: 2014 MODEL REG NO. ADG 0429
(N/RUNNER)
(EX-NGO)

Lot #2198

23rd-25th MARCH 2022

Viewing
in
Progress!



HONDA BUSHLANDER M/BIKE

Model: 2007 MODEL REG NO. AAY 9471
(N/RUNNER)
(EX-NGO)

Lot # 2199

23rd-25th MARCH 2022

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BRIAN +263 782 706 788, **WONDERFUL** +263 716 800 280

DAVID +263 712 668 037, **CHIPO** +263 782 711 173

STORAGE CONTAINERS



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TONGUES**

AUCTIONEERS

**Viewing
in
Progress!**



20ft STORAGE CONTAINER

Model: TBA

Lot #2151

23rd-25th MARCH 2022

**Viewing
in
Progress!**



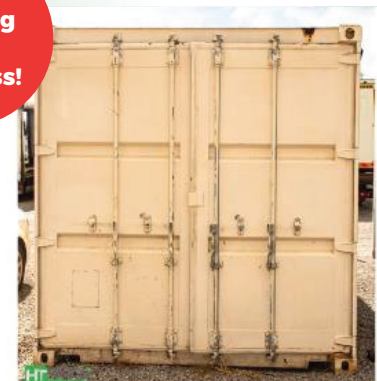
20ft STORAGE CONTAINER

Model: TBA

Lot # 2152

23rd-25th MARCH 2022

**Viewing
in
Progress!**



20ft STORAGE CONTAINER

Model: TBA

Lot # 2153

23rd-25th MARCH 2022

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DAVID +263 712 668 037, **CHIPO** +263 782 711 173



**HAMMER &
TONGUES**

AUCTIONEERS

18005 Dhlela Way, Graniteside. Harare
No. 36 J. Chinamano Street, Belmont. Bulawayo

HAMMER & TONGUES AUCTIONEERS**CONDITIONS OF SALE – PROPERTY, VEHICLES & GOODS TIMED ONLINE AUCTION****A. GENERAL SALE INFORMATION**

Location of Assets – Vehicles and goods are located at Hammer and Tongues Auctioneers premises at 18005 Dhlela Way, Graniteside, Harare, and at 36 Josiah Chinamano Road, Belmont, Bulawayo. All property addresses are as per catalogue, which is available for download at www.hammerandtongues.com

Online Auction Starting and Times – The online auction event will start and close as scheduled.

Refundable Deposit (fully refundable if all sale conditions are met) –

Unless otherwise specified deposit by assets for sale category is:

- Special Deposit USD100000 – Unlimited cap on cumulative total value of bids
- Property USD20000
- Vehicles USD4000
- Goods USD500
- Deposits will be accepted for USD cash at Auctioneers premises
- All deposits and all payments for vehicles and goods will be for USD cash only at Auctioneers premises.
- All deposits and payments for properties will be for USD cash at Auctioneers premises or optionally all

deposits and all payments are also available via Contipay Payment Gateway for VISA, Mastercard, Ecocash FCA and FCA Nostro. Auctioneers FCA Nostro bank details are available upon request.

Deposit Thresholds apply on bidding, except for the Special Deposit of USD100000, in that a buyer may bid a cumulative total value of bids up to ten times the buyer's deposit, before a deposit top up is required for the buyer to be able to place further bids.

VEHICLES AND GENERAL GOODS**B. INSPECTION OF ASSETS, CONDITION OF VEHICLES AND GOODS, WARRANTIES, ONLINE BIDDING, CANCELLATION, PAYMENTS AND DISPATCH, FORFEITURE AND RESALE**

By registering to participate for the Timed Online Auction, the online bidder is deemed to have accepted the Auctioneers' Conditions of Sale as being binding on them in respect of the online auction and any sale of assets pursuant to such online auction. The online auction will commence at the published time, and it will not be delayed enabling any specific person or more persons in general to take part in the online auction.

1. Viewing of all assets is from Hammer and Tongues Auctioneers premises at 18005 Dhlela Way, Graniteside, Harare, and at 36 Josiah Chinamano Road, Belmont, Bulawayo. All property addresses are as per catalogue, which is available for download at www.hammerandtongues.com
2. All bids on the Timed Online Auction will be for United States Dollars (USD).
3. All deposits and all payments for vehicles and goods will be for USD cash only at Auctioneers premises.
4. All deposits and payments for properties will be for USD cash at Auctioneers premises, or optionally all deposits and all payments are also available via Contipay Payment Gateway for VISA, Mastercard, Eco cash FCA and FCA Nostro. Auctioneers FCA Nostro bank details are available upon request.
5. Buyer deposits are as stipulated. Buyers will be requested to pay an additional deposit at the Auctioneers discretion, should a buyer wish to bid for more lots. For assets for sale whose category requires a deposit of USD20000, should a buyer bid for lots with a cumulative value of USD200000, an incremental deposit of USD20000 will be payable immediately before the buyer can proceed with further bids. Consequently an incremental deposit of USD20000 is payable upfront for each additional USD200000 cumulative bid total thereafter. For assets for sale whose category requires a deposit of USD4000, should a buyer bid for lots with a cumulative value of USD40000, an incremental deposit of USD4000 will be payable immediately before the buyer can proceed with further bids. Consequently an incremental deposit of USD4000 is payable upfront for each additional USD40000 cumulative bid total thereafter. For assets for sale whose category requires a deposit of USD500, should a buyer bid for lots with a cumulative value of USD5000, an incremental deposit of USD500 will be payable immediately before the buyer can proceed with further bids. Consequently an incremental deposit of USD500 is payable upfront for each additional USD5000 cumulative bid total thereafter.
6. All incremental deposit requests are at the sole discretion of the Auctioneers.
7. A Purchaser's Levy of 12.5% on all payments by cash, and VAT, at the applicable rate, will be payable on the gross purchase price, including the Purchaser's Levy.

8. VAT rate on the gross purchase price is 14.5% or as specified on individual items. There will be no VAT on Zimbabwean registered second hand vehicles. For outstanding vehicle licence fees, ZIMRA may charge the purchaser any outstanding vehicle licence fees up to the point of sale of the vehicle. VAT rate on Purchaser Levy is 14.5% payable on the Purchaser's Levy.
9. In respect of any lots, the highest accepted bidder shall be the purchaser of any such lots, in all cases at the discretion of the Auctioneers.
10. The Auctioneers' sale records are in all cases final. The Auctioneers will be the sole arbitrators in the event of any dispute. In the event of any dispute as to the identity of the successful purchaser, the Auctioneers may re-auction the lot(s) concerned, declare the successful purchaser or remove the item from auction.
11. The Auctioneers reserve the right to accept or decline any online bid/offer, withdraw any lot from the sale and to determine the progression of the bidding.
12. Where lots are sold Subject to Confirmation (STC) the highest bid will be subject to acceptance by the seller, and the purchaser will be notified of the success of their bid within a reasonable time by Hammer and Tongues Auctioneers.
13. All vehicles/equipment and goods sold are deemed to have been examined by the purchaser(s) and are sold "voetstoots" or "as seen" and without any warranty.
14. Unless otherwise stated the assets are sold in the condition they are in (as is and as seen by the purchaser), and the purchaser purchases the lots in accordance therewith. The Auctioneers shall not be liable for any condition or state of any of the lots of which the Auctioneers are unaware. It is the responsibility of the purchaser to view/ inspect all lots they intend to bid on before participating in the auction. Neither the sellers of the lots nor the Auctioneers give any warranties or guarantees or make any representations regarding the condition or state of any of the lots, save for when applicable.
15. The purchaser acknowledges that they have inspected the lots before online bidding, noted the condition and state thereof, and is satisfied with the lots as well as the description thereof.
16. The Auctioneers make every effort to accurately catalogue items to the best of their knowledge however the Auctioneers are not responsible for any errors. Where any branding still appears on a lot, the seller reserves the right to remove such branding prior to collection.
17. Descriptions, whether verbal or written, supplied by the Auctioneers are intended as a guide only.
18. All quantities as described by the Auctioneers are purely estimates, and the Auctioneers cannot be held responsible for any inaccuracies. Quantities as supplied by the Auctioneers represent only approximate indications. The onus is upon the buyer to be clear on the quantities of lots that the buyer is purchasing.
19. Not all assets for sale may be located at the Auctioneers premises. It is therefore the responsibility of the purchaser to confirm the location of each lot they intend to bid for online. The Auctioneers will not be liable for online bidders who do not know a lot's location.
20. Purchasers are required to lodge a security deposit to participate as prescribed by the Auctioneers, in United States Dollars cash or optionally for properties only deposits are also available via Contipay Payment Gateway for VISA, Mastercard, Ecocash FCA and FCA Nostro, (Auctioneers FCA Nostro bank details are available upon request) prior to registration, which amount will NOT be refundable should the purchaser default in any way.
21. Successful online bids and invoices cannot be cancelled and purchasers defaulting on payments on in any other way will forfeit the security deposit. Full payment including all Auctioneers charges and applicable taxes must be made within 24 hours after the end of the online auction, failing which a 10% surcharge will be added to the invoice, or deposit will be forfeited, or both, at the discretion of the Auctioneers.
22. Responsibility for all vehicles/equipment and goods, and the safekeeping thereof, passes to the Purchaser at the close of the online auction, at which point a successful bid is declared by the Auctioneers. Risk in and to the lots shall pass to the purchaser at this point and as applicable it is imperative that the purchaser insures all purchases immediately. The purchaser shall only be entitled to take delivery of the lots once full payment of the purchase price, VAT, purchaser's levy and VAT thereon, plus any additional costs and fees as communicated prior to the sale is made to the satisfaction of the Auctioneers.
23. The terms are strictly United States Dollars cash. British Pound cash or South African Rand cash will be accepted at the Auctioneers discretion and the exchange rate between the currencies will be determined at the sole discretion of the Auctioneers. Ownership of vehicles/equipment will only pass to the purchaser once the vehicles/equipment and goods are paid for to the satisfaction of the Auctioneers.

24. While every effort is made, prior to the sale, by the Auctioneers to establish and ensure the validity of ownership of vehicles/equipment, the Auctioneers do not accept responsibility for vehicles/equipment and goods found to have been falsely entered for sale or any other encumbrances.
25. The purchaser understands and accepts that their online bids are exclusive of VAT on purchase price, purchaser's levy plus VAT thereon and any additional costs and fees stipulated in terms of the Conditions of Sale.
26. Removal of vehicles/equipment and goods prior to payment, as stated per condition 22, will be deemed as theft, and The Auctioneers will act accordingly.
27. Registered bidders participating on the Timed Online Auction must be aware that the Auctioneers cannot accommodate for slow or lost internet connections, or the variable delay between bids placed online and the reflecting of such bids on the auction system. Furthermore, the Auctioneers cannot guarantee the uptime on the system. Should it occur that an online bid reflects after the auction system has closed and knocked down the highest bid, the online bid will not be valid. Due to the above, online bidders must bid early.
28. Online bidders can place pre-bids/ max offers prior to auction commencing which the online auction administrator calls on behalf of the online bidder in bidding increments up to the maximum/ pre-bid amount.
29. The purchaser shall be bound by all additional Terms and Suspensive Conditions as may be applied by the Auctioneers. After the Auctioneers knock down to a purchaser for lots purchased, a sale for the lots shall be finally and irrevocably concluded, subject only to any Suspensive Conditions that may be applicable to the lots. The online bidder's bids are therefore final and binding on every item purchased once the Auctioneers knock down to a purchaser.
30. No assets may be removed by the Auctioneers during the online auction.
31. Goods purchased must be removed from the Auctioneers' premises within 48 hours of purchase. Goods will not be released without an original invoice. The purchaser is responsible for obtaining an invoice from the cashier after payment. The purchaser shall remove paid for lots within the period stipulated by the Auctioneers or written on the Auction Catalogue or stipulated on the Auctioneers Online Auction Platform, failing which the purchaser shall be liable to pay the Auctioneers daily storage fees of 1% of the value of the item(s) not collected, with a minimum fee of US\$8.73 plus 14.5% VAT per day per item which will be levied, as will any additional storage fees. No lots will be released until the full invoice price of such removal cost has been paid.
32. Buyers must complete the removal of purchased and paid for items within the clearance deadline. Normal removal hours are Monday to Friday, from 8 am to 4:30 pm (local time) and Saturday from 8am to 12:00 midday unless otherwise stated.
33. Dispatch is completed on a first come first served basis.
34. Ownership of goods will only pass to the purchaser once the goods are paid in full and to the satisfaction of the Auctioneers. All items including vehicles and goods paid for and not collected within 48 hours from the close of the auction shall be forfeited by the Auctioneers, and sold to defray costs.
35. Upon collection of fully paid for assets, buyers must ensure that no debris is left behind within the seller's premises.
36. The Auctioneers reserve the right to sue any buyers who default and do not make full payment for their purchases for the full auctioneer's commission and purchaser's levy including all VAT applicable.
37. It is the responsibility of the purchaser to make certain that they comply with any health, safety, security or procedural requirements be they statutory or of the Auctioneers or the seller.
38. The Auctioneers will not be responsible for any damages to property caused during removal or the releasing of assets purchased via online auction. It is the purchaser's responsibility to make right any damages to property even if the purchaser has nominated to use a third party company to remove assets.
39. On collection, the purchaser is solely responsible for removal of items, which collection will take place only after full payment for all dues by purchaser have been made to the satisfaction of the Auctioneers. The purchaser is responsible for obtaining a Buyer Tax Invoice after payment which invoice must be presented to the Auctioneers on-site personnel when removing items.
40. The Auctioneers do not supply any assistance with loading or removal whether in the form of labour or lifting equipment, and purchasers must bring their own staff and equipment.

41. Any health, safety or security regulations with regard to access to seller sites where assets for sale are located be they statutory or otherwise must be adhered to by the buyer and their agents.
42. The Auctioneers reserve the right to change the start and closing day and times for the timed online auction event. This means the Auctioneers may at their discretion extend the start and closing day and times for the timed online auction event, without notice.
43. Further the Auctioneers reserve the right to postpone without notice the time online auction event for any period as they may deem necessary.
44. Online bids cannot be cancelled or withdrawn by the buyer. No online bid may be cancelled or withdrawn prior to expiry of the confirmation period, during which time the offer shall be open for acceptance by the seller. This is where lots that are sold Subject To Confirmation (STC) and the highest online bid is subject to acceptance by the seller. The bidder's offer shall be open for acceptance by the seller until close of business ten (10) working after closure of the timed online auction event, and if the offer is accepted it is deemed a sale by online auction and equipment.
45. Buyers are responsible for all dismantling, rigging and or special loading. Buyers therefore will be required to bring their own staff and equipment. No assistance will be available on site for collections. Any damage made to the premises or any other items during removal will be for the buyers account.
46. The buyer acknowledges that they have inspected the assets for sale, noted the condition and state thereof, and is satisfied with the assets. Accordingly, the assets are sold in the condition and state that they are in and the buyer purchases the assets in accordance therewith i.e. voetstoots. The Auctioneers do not have any other knowledge of the assets and the state and condition thereof. The Auctioneers therefore shall not be liable for any defect in any of the assets of which the Auctioneers was unaware or could reasonably have known about.
47. All deposits, payments and refunds will be subject to applicable taxes and statutory fees. These taxes include the Intermediated Money Transfer Tax (IMTT) which will be deducted accordingly on all applicable transactions.
48. Special Online Auction Deposit – a special deposit of **USD100000** is applicable for all asset categories, which once paid via USD cash or the Contipay Payment Gateway, is fully refundable if all sale conditions are met. This special deposit allows the buyer to purchase from all assets categories, and for the cumulative total value of bids allowed for this deposit there is no limit cap.

PROPERTY

- 1.1 The conduct of the auction is subject to the following conditions and the control of the **AUCTIONEER** who has the sole right to regulate the bidding procedure.
- 1.2 Every bid shall constitute an offer to purchase the **PROPERTY** for the amount bid, which the **SELLER** or the **AUCTIONEER** may accept or reject in their absolute discretion. The **SELLER** and the **AUCTIONEER** are entitled, in their absolute discretion to withdraw the **PROPERTY** from the sale prior to acceptance by the **SELLER**.
- 1.3 In the event of any dispute between the bidders, the decision of the **AUCTIONEER** shall be final and binding.
- 1.4 The **AUCTIONEER** shall be entitled to correct any error he may make during the course of the auction.
- 1.5 The property is sold with reserve. If no bid equals or exceeds the reserve price, it may be withdrawn from the auction. The **SELLER** shall be entitled to instruct the **AUCTIONEER** to accept any lower bid.
- 1.6 Only the **AUCTIONEER** or his agent shall be entitled to bid up to the reserve price on behalf of the **SELLER**, but shall not be entitled to make a bid equal to or exceeding the reserve price.
- 1.7 No bid may be withdrawn prior to the expiry of the confirmation period, during which time the offer shall be open for acceptance by the **SELLER**.
- 1.8 The bidder ("the Purchaser") shall sign the "**IRREVOCABLE OFFER TO PURCHASE IMMOVABLE PROPERTY**" form, immediately on the fall of the hammer at the close of the online auction, where the bidder is declared the winning buyer.

2 ACCEPTANCE AND CONFIRMATION

- 2.1 The conduct of the auction is subject to the control of the **AUCTIONEER** who has the sole right to regulate the bidding procedure.
- 2.2 The bidder's offer shall be open for acceptance by the **SELLER** until the close of business ten (10) working days after the sale.
- 2.3 Either the **SELLER** or the **AUCTIONEER** may accept the bidder's offer at any time prior to the expiry of the confirmation period ("acceptance date").
- 2.4 Should the **SELLER** reject the **PURCHASER'S** offer, the **AUCTIONEER** will repay the **PURCHASER** any deposit and commission paid by it.
- 2.5 In the event of the sale requiring the consent of any statutory authority or any Court of Law, then this sale shall be subject to such consent.

3. PURCHASE PRICE

- 3.1 The **PURCHASER** is required to lodge a security deposit of **USD20 000** (Twenty Thousand United States Dollars), in cash prior to registration, which amount will not be refundable should the **PURCHASER** default in any way.
- 3.2 Value Added Tax ("VAT") at 14.5% will be charged on the purchase price in accordance with the provisions of the Value Added Tax Act [Chapter 23:12].
- 3.3 Upon acceptance of a bid, the Purchase Price, including **VAT** thereon, shall be paid as follows:-
 - 3.3.1 A deposit of 10% (ten percent) of the purchase price to the auctioneer by the **PURCHASER** by 4:30 pm, on the same day the online auction event closes. Should the Purchaser comply with all the terms and conditions of the sale, the aforementioned security deposit of **USD20 000** shall be apportioned towards the 10% deposit of the purchase price with any balance remaining being apportioned towards the remainder of the purchase price.
 - 3.3.2 The balance of the purchase price shall be paid in cash and secured, to the satisfaction of the **AUCTIONEERS/ SELLER'S** attorneys, by a written guarantee from a registered financial institution payable free of exchange against registration of transfer of the property into the purchaser's name. The **PURCHASER** may elect to secure the balance purchase price by payment in cash to the **AUCTIONEERS/ SELLER'S** attorneys, who shall hold the same in trust, pending registration of transfer into the name of the **PURCHASER**. The aforesaid guarantee shall be presented and/or shall be payable by the **PURCHASER** to the **AUCTIONEERS/ SELLER'S** attorneys by end of day on the 7th day, from the day the online auction event closes.

4. PURCHASER'S LEVY

- 4.1 The **PURCHASER** shall be liable for and pay, in addition to the amounts payable in terms of Clause 3 above, a **PURCHASER'S** levy of 5 % of the purchase price (plus vat on the purchaser's levy only), which levy shall be deemed to have been earned by the auctioneer and is payable immediately upon the signing of the declaration of acceptance of these conditions of sale.
- 4.2 For avoidance of doubt, in the event of any subsequent cancellation of the sale or withdrawal from the sale by the **PURCHASER** for whatever reason, the **PURCHASER** shall remain liable for and pay the aforementioned purchaser's levy which is due to the auctioneer.
- 4.3 In the event of the sale being subsequently cancelled by the **SELLER** or as a consequence of default by the **SELLER**, then the **PURCHASER** acknowledges that it shall not be entitled to claim a refund of the purchaser's levy from the auctioneer but may claim the same from the **SELLER** as part of a claim for damages arising out of breach of contract by the **SELLER**.

5. **RATES AND TAXES**

- 5.1 The **SELLER** shall be liable for all rates and taxes including Capital Gains Tax and other Municipal charges levied on the property for the period prior to the date of possession and the purchaser shall be liable for all rates and taxes and other Municipal charges levied thereafter.
- 5.2 The **PURCHASER** shall refund to the **SELLER** a pro rata share of all rates and taxes paid in advance by the **SELLER** for the period after the date of possession, which refund shall be paid upon registration of transfer.

6. **TRANSFER AND COSTS OF TRANSFER**

- 6.1 Transfer of the property shall be passed by the **SELLER'S** attorneys as soon as possible after date of acceptance and full payment.
- 6.2 All normal costs of transfer of the property including and not limited to, stamp duty and transfer legal fees as applicable and all other costs necessarily incurred shall be paid by the **PURCHASER** immediately upon request of the **SELLER'S** attorney.
- 6.3 The **PURCHASER** undertakes to sign all necessary documents to register transfer of the property immediately upon request of the **SELLER'S** attorney.

7. **POSSESSION AND RISK**

- 7.1 Possession of the property shall be given by the **SELLER** and taken by the **PURCHASER** on registration of transfer provided that clauses above have been fulfilled, from which date all risks and benefits of ownership in respect of the property shall pass to the **PURCHASER**.
- 7.2 The **PURCHASER** at their own expense, shall insure the property and improvements thereon for the full replacement value thereof from date of possession until date of registration of transfer against risk of loss or damage by any cause with an insurer acceptable to the **SELLER**. The **SELLER'S** interest in the property shall be endorsed against such policy for such period.

8. **REPAIRS AND IMPROVEMENTS**

- 8.1 Prior to registration of transfer, the **PURCHASER** shall not be entitled to effect any alteration to the property without the prior written consent of the **SELLER**.
- 8.2 The **SELLER** shall not be obliged to compensate the **PURCHASER** for an authorized alteration effected in the event of the sale being cancelled.

9. **AS SEEN EXTENT AND REPRESENTATION**

- 9.1 The property is sold **AS SEEN** and subject to the terms and conditions and servitude mentioned or referred to in the current and or prior title Deeds and to the conditions of establishment of the Township in which it is situated and to the zoning applied to it under the Town Planning scheme. The **SELLER** shall not profit by any excess nor shall it be answerable for any deficiency in the extent thereof. Neither the **SELLER** nor the **AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any Surveyor's pegs or beacons in respect of the property.
- 9.2 The **PURCHASER** hereby acknowledges that they have not been induced into entering into this agreement by any express or implied information, statement, advertisement or representation made by the **AUCTIONEER** or any other person or by or on behalf of the seller. The purchaser hereby waives any rights whatsoever which he may otherwise have obtained against the seller as a result of such information, statement, advertisement or representation made by or on behalf of the Seller.

10. **PURCHASER'S ACKNOWLEDGMENT**

The **PURCHASER** acknowledges that he has fully acquainted himself with the property that he has purchased.

11. BREACH

In the event of the breach of the conditions contained in this agreement by the **PURCHASER**, the **SELLER** shall be entitled to demand specific performance in terms of this agreement including but not limited to immediate payment of the full outstanding balance of the purchase price, or to cancel this agreement immediately and the **PURCHASER** shall be liable to the **SELLER** for damages which shall include but not limited to any and all additional costs associated with the re-auctioning of the property and any additional advertising costs, interest and damages suffered by the **SELLER** as a result of the **PURCHASER'S** breach and the subsequent cancellation of the agreement. The **SELLER** shall be entitled to retain any monies received by it as genuine pre-estimate of its liquidated damages.

12. LEGAL COSTS

The **PURCHASER** shall be liable for all legal costs incurred by the **SELLER** and/or the **AUCTIONEER** in enforcing the terms of this agreement, on an attorney and client scale.

13. No variation to these conditions of sale will be regarded as a variation unless recorded in writing and signed and authenticated by the Auctioneers

NOTE: By registering for and/or participating in any sale conducted by **HAMMER AND TONGUES AUCTIONEERS**, the buyer agrees to be bound by the above mentioned Conditions of Sale.

"INNOVATION, INTEGRITY, PASSION AND ABILITY"

AUCTIONEERS