

TERMS & CONDITIONS

VOETSTOOTS

1. All livestock are sold “voetstoots” and the purchasers do not enjoy the protection of Section 55 and 56 of the Consumer Protection Act.

(If a person is a **consumer** in terms of the **Act**, such person will be protected by **section 55 and 56** of the **Act**. **Section 55(2)** of the **Act** states that a **consumer** is entitled to goods that are: Reasonably suitable for the purpose for which they have been sold; In good working, order and condition; and Dec 5, 2018)

2. LIVESTOCK INFORMATION

Any information provided regarding the quality, breeding, age, date of insemination, condition, reproductive status or any information regarding health, production or mass or any other aspect of the livestock is provided by the seller as per the information published on www.bouvleis.co.za

3. VAT

Any bid made does not include VAT which, where applicable, will be added to the bidding price for which a VAT invoice will be issued.

4. CONFIRMATION

If a sale subject to confirmation is confirmed, the owner shall inform the buyer orally within the period stipulated for confirmation, or in writing posted or delivered within the period stipulated for confirmation. If the bidder whose bid has been provisionally accepted is not so informed, the property shall be deemed not to have been sold. The bidder whose bid is provisionally accepted shall not be entitled to withdraw his bid during the period stipulated for confirmation. The owner shall inform him either orally or in writing of the amount and terms and conditions of any higher offer which it receives during that period and which the seller is prepared to accept and such bidder shall have the option to purchase on those same terms and conditions and at a sum equal to the highest of such offers so notified to him, which option shall be exercised in writing, within 48 hours.

5. PAYMENT FOR PURCHASES

All sales are for cash or EFT and purchase price is payable immediately to the Owner on acceptance of the bid unless otherwise arranged with the Owner. Any payment made in cash is further subject to cash or any other handling fees. Payment must be made within 72 hours after the buyer has been informed that he has won the bid.

Should the purchaser not pay the purchase price within 72 hours and has failed to make arrangements for payment with the Owner, then the Owner, in his sole and absolute discretion, will be entitled to cancel the sale and treat the assets as unsold which may again be presented.

Ownership of the assets will remain that of the seller until the purchase price has been paid in full to the seller.

If the Purchaser has paid in full the Purchaser hereby is responsible for the costs of transport, insurance and any other agreed cost.

6. REMOVAL AND RISK

As soon as payment has been received by the Owner and arrangements have been put in place for the transport of the animal/s, the risk will pass to the purchaser who will at his own risk and cost remove the assets from the Owners terrain. The owner will from that moment not be responsible for any loss or damage of any cause whatsoever albeit direct or indirect damages suffered by anyone if the livestock must be placed under quarantine as a result of the presence of a livestock disease.

Any party requiring permits, removal certificate, documentation of identification or any other statutory prescribed document will solely be responsible for obtaining same.

Any instructions to the Owner with regards to the loading, transporting, choice of transport contractors, insurance or choice of insurers will be executed at the sole risk of the person acquiring such services and the Owner will not be held responsible for any losses whether direct or indirect which may be suffered as a result of giving effect to the instructions by the Buyer.