

GROOTFONTEIN KUIERFEES

Game Auction - General Conditions of Sale

1. Only registered Buyer may bid.
2. Animals are offered on a per head basis for the auction-lot.
3. All bids and purchases at the auction will be in Namibian Dollars currency.
4. All bids and purchases will EXCLUDE VALUE ADDED TAX (VAT). Value Added Tax at the rate 15% due on all sales and must be paid simultaneously with the purchase price. A Tax Invoice will be issued.
5. The buyer will make payment of the purchase price plus Value Added Tax towards in cash or with a bank guaranteed cheque.
6. The highest bidder (subject to the Seller's reserve price) will be declared the buyer. The Auctioneer will have the right, in the case of a dispute or in his own discretion, to auction the lot again.
7. The auctioneer will freely exercise his discretion regarding the manner in which the auction is conducted, and, *inter alia*, will not be obliged to accept the highest bid or any bid in respect of the animals.
8. The Auctioneer reserves the right to regulate the bidding and to withdraw any lots or to vary their order.
9. If the Auctioneer makes any mistake in selling, such mistake will not be binding on any of the parties involved but may be rectified.
10. If the auctioneer is under the impression that a buyer is unable to pay the purchase price, he may refuse to accept the bid of such Buyer, provided that the Buyer has proved to Auctioneer that he / she is able to pay such amount. If a bid is declined under these circumstances, the animals involved may be auctioned again.
11. The Auctioneer's decision is final. All entries noted in the Auctioneer's book at the fall of the hammer will be sufficient proof of a transaction, and will be binding on both the Buyer and the Seller.
12. The Buyer will be responsible for complying with all permit regulations and obtaining, at his / her own expense, the necessary permits, licenses and / or authorizations of whatsoever nature when purchasing animals and to import the purchased animals into any country other than Namibia, where applicable.
13. Transport routes will be determined by the Seller and / or game dealer at own discretion and in the interest of effective delivery.
14. The Buyer must specify a suitable delivery site within Namibia, Botswana or South Africa and hand detailed delivery instruction, which should include a precise map, to the Auctioneer his representative on the day of the Auction.
15. Off-loading facilities of acceptable standards must be available and easily accessible by regular trucks and game-trailers.
16. Animals for export, must be received at a suitable site in Namibia.

17. Ownership of animals will pass to the Buyer only after the full purchase price and other applicable amounts (vat) has been paid in full and the game dealer has received full payment for the transportation of the animals.
18. The Buyer or duly authorised representative must receive the animals when they are delivered and sign the delivery form.
19. The Buyer will have no claim against the Seller for damage to or loss of any tusk, rhino– or antelope horn and / or superficial injury that may occur during capture, holding, loading, transportation or offloading of animals.
20. If the Seller cannot deliver the animals due to permit conditions or any other valid reason, the buyer is entitled to the refund of the full purchase price, on written request.
21. The buyer chooses his / her *domicile citandi et executandi* at the address given on the signed registration form.
22. The Buyer consents to the jurisdiction of the Magistrate’s court and the Auctioneer has the sole discretion to institute an action in the Magistrate’s court.
23. Any legal fees arising from default of the “Conditions of Sale” will be borne by the buyer and will be paid on an attorney / client basis.

Special Conditions by METS

1. BLUE AND BLACK WILDEBEEST

* The required fence for this game should be a double fence as prescribed by Veterinary Services.

2. BLACK FACE IMPALA

* This species should only be kept in a game camp registered as a game camp for jumping game.

* Not to be kept together with Common Impala in the same camp or farm or even when neighbours have common Impala.

* The distance should be 40km to the nearest farm or approval should be obtained from Ministry of Environment and Tourism’s permit office.

3. NOT TO BE EXPORTED

* Black Face Impala

* Mountain Zebra

* Roan Antelope may be exported with special requirements.

4. EXPORT OF GAME SHOULD BE DONE BY REGISTERED GAME DEALERS

* No person shall transport game or any wild animal unless he / she are a licensed game dealer. If Buyers want to transport game, they can apply for the transport permit from the MET office.

5. MET OFFICE

* The Met office should be notified by the seller / game dealer of the number and species of game bought by each person after the auction.