

Auction Policy & Terms of Trade

Applicable to all Bid-Sell South Africa sellers and bidders

These terms govern every auction conducted by Bid-Sell South Africa and apply to all sellers and bidders. By registering, listing an item, or placing a bid, you agree to be bound by this policy. Last updated: 12 June 2026.

Sold voetstoots

Every lot is sold "as is, where is" — at the buyer's own risk, with no warranties of any kind.

Full descriptions required

Sellers must disclose the complete and accurate details of every item, including all faults and defects.

Risk on the buyer

Bid-Sell South Africa carries no responsibility for any loss or damage to a lot once it has been received by the buyer.

1. Definitions

- **"Bid-Sell South Africa" (the Auction House, we, us)** — the WhatsApp-based auction platform operated under the Bid-Sell South Africa brand [registered entity name and registration number to be inserted].
- **"Seller"** — any person who lists an item for sale through Bid-Sell South Africa.
- **"Buyer" / "Bidder"** — any registered person who places a bid on a lot.
- **"Lot"** — an individual item or grouping of items offered for sale.
- **"Hammer Price"** — the winning bid at which a lot is sold.
- **"Buyer's Premium"** — the fee, plus VAT where applicable, added to the hammer price and payable by the buyer.

2. Our role

Bid-Sell South Africa acts solely as an intermediary and auction facilitator that connects sellers with buyers and administers the bidding, payment and settlement process. Unless expressly stated in writing, Bid-Sell South Africa is not the owner of any lot and does not act as the supplier or manufacturer of the goods.

A completed sale constitutes a contract between the seller and the buyer. Bid-Sell South Africa is not a party to that contract of sale and gives no warranty in respect of any lot.

3. Registration

- Registration is once-off and free. Buyers must register and receive a Bid Number before bidding; sellers must register before listing.
- You warrant that all information you provide (name, contact number, email, identity and banking details) is true, accurate and current.

- You must be at least 18 years of age and legally able to enter into a binding contract.
- Bid-Sell South Africa may decline, suspend or terminate any registration at its sole discretion.

4. Item descriptions — seller responsibility

Sellers MUST specify the full and complete details of every item submitted for auction. A description must, as a minimum, accurately disclose:

- the make, model, type, quantity and (where relevant) age of the item;
- the true condition of the item, including any faults, defects, damage, wear, missing parts or non-working features;
- any repairs, modifications or replacement parts; and
- anything that a reasonable buyer would want to know before bidding.

The seller is solely responsible for the accuracy and completeness of the description and any photographs. Bid-Sell South Africa does not independently verify, authenticate or guarantee any description, and any opinion, estimate or catalogue note offered by Bid-Sell South Africa is a statement of opinion only and not a representation of fact. Listings found to be materially false or misleading may be withdrawn, and the responsible seller may be held liable to the buyer and removed from the platform.

5. Bidding and winning

- Bids are placed inside the live WhatsApp auction group by replying "+" for the next increment, or by bidding a specific amount as instructed.
- Every bid is a legally binding offer to purchase the lot at that price and cannot be retracted once placed.
- The highest bid accepted when the auctioneer closes the lot ("sold") wins. The auctioneer's decision on the conduct of the sale and any bidding dispute is final.
- Bid-Sell South Africa may refuse a bid, withdraw a lot, or re-open bidding in the event of an error or dispute.

6. Voetstoots — sold "as is", at own risk

ALL LOTS ARE SOLD VOETSTOOTS ("as is, where is") AND AT THE BUYER'S OWN RISK. Each lot is sold in the condition it is in at the time of sale, with all faults, defects and imperfections, whether or not such faults are apparent or were disclosed.

To the fullest extent permitted by law, Bid-Sell South Africa gives no warranty or guarantee of any kind, express or implied, as to the description, condition, quality, authenticity, completeness, roadworthiness, fitness for any particular purpose, or merchantability of any lot. Buyers are strongly encouraged to inspect and satisfy themselves as to the nature and condition of a lot before bidding, and bid on their own judgement.

7. Payment, buyer's premium and VAT

- On winning a lot, the buyer receives a secure online payment link for the total due — being the hammer price plus the applicable buyer's premium and VAT where chargeable.
- Payment must be made in full, within ONE (1) HOUR of receiving the payment link, by the method provided (secure card payment via Yoco).
- Ownership of a lot passes to the buyer only once payment has been received in full and has cleared.
- All amounts are payable in South African Rand (ZAR).

8. Late payment and forfeiture

If full payment is not received within the one-hour payment window, the buyer forfeits the lot. Bid-Sell South Africa may then offer the lot to the next-highest bidder or re-auction it. Persistent non-payment

may result in suspension or termination of the buyer's registration. The defaulting buyer remains liable for any loss suffered as a result of the default.

9. Collection, risk and damage

Arrangements for collection or delivery are made directly between the buyer and the seller once payment has cleared. The buyer is responsible for the safe collection, transport and handling of the lot.

RISK IN A LOT PASSES TO THE BUYER ON THE FALL OF THE HAMMER. Bid-Sell South Africa accepts no responsibility and shall not be liable for any loss, theft, deterioration or damage to a lot once it has been received by, collected by, or handed over to the buyer (or anyone acting on the buyer's behalf). No claim of any nature relating to the condition of a lot after it has been received will be entertained against Bid-Sell South Africa.

10. Limitation of liability

To the maximum extent permitted by law, Bid-Sell South Africa, its owners, employees and agents shall not be liable to any buyer or seller for any direct, indirect, incidental, consequential or special loss or damage arising from or in connection with any auction, lot, description, bid, payment, collection or the use of the platform — including any defect in, or damage to, a lot.

Where Bid-Sell South Africa is found liable despite the above, its total liability shall in no event exceed the amount of the buyer's premium actually received by Bid-Sell South Africa in respect of the relevant lot.

11. Seller obligations and settlement

- The seller warrants that they are the lawful owner of the lot (or are duly authorised to sell it) and that it is sold free of any lien, encumbrance or third-party claim.
- The seller authorises Bid-Sell South Africa to deduct its commission and any applicable fees from the proceeds of sale.
- Net proceeds are paid to the seller's nominated bank account once the buyer's payment has cleared, ordinarily within 2–3 business days.
- The seller indemnifies Bid-Sell South Africa against any claim brought by a buyer arising from a misdescription, defect or defect in title of the lot.

12. Sharing of contact details

To enable collection and handover, Bid-Sell South Africa will share the buyer's and seller's name and contact number with one another once a lot has been sold and paid. Banking details, identity numbers and other sensitive information are never shared between buyer and seller. By transacting through Bid-Sell South Africa you consent to this limited exchange of contact details.

13. Prohibited items and conduct

Stolen, counterfeit, illegal or otherwise prohibited goods may not be listed. Bid manipulation, shill bidding, harassment, and any unlawful or abusive conduct in the auction group are not tolerated and will result in immediate removal and, where appropriate, referral to the authorities.

14. Privacy

Personal information is collected and processed only to operate the auctions, process payments and settle sellers, in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA). We do not sell your personal information.

15. Amendments

Bid-Sell South Africa may amend this policy from time to time. The current version is published at www.bid-sell.co.za/policy and applies to all auctions held after its publication date. Continued use of the platform constitutes acceptance of the latest version.

16. Governing law

This policy and all auctions are governed by the laws of the Republic of South Africa, and the parties submit to the jurisdiction of the South African courts.

Disclaimer: this policy is provided for general use and does not constitute legal advice. We recommend it be reviewed by a qualified South African attorney — in particular with regard to the Consumer Protection Act 68 of 2008 — before publication.

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