SINCE 1993

RULES OF AUCTION

ONLINE AUCTIONS | DISCOUNT PAWN RANDGATE

Auction date	25th November 2026
Place	Online: https://discountpawn.co.za | Goods: 15 Unie Street, Randgate, Randfontein
Auction time	Opens: 25/11/2026, 8am SAST / Closes: 26/11/2026, 8am SAST **(24 hours)**

Auction house: Discount Pawn Randgate | Trading since 1993

Physical address: 15 Unie Street, Randgate, Randfontein, 1763, South Africa
Contact: 011 692 1521 | 081 538 8477 | discountpawnrandgate@gmail.com
Auctioneer (full legal name): Devon Kyle Thomson
Auctioneer contact / address: 15 Unie Street, Randgate, Randfontein,1763, South Africa

1. Application, legal basis and publication

1.1. These Rules govern the monthly internet auction identified above, hosted by Discount Pawn Randgate at discountpawn.co.za. Each lot is a separate transaction unless otherwise established.

1.2. These Rules are intended to comply with section 45 of the Consumer Protection Act 68 of 2008 and the applicable Consumer Protection Regulations. Nothing here excludes rights or duties that applicable law does not permit to be excluded.

1.3. The applicable signed Rules and any amendments will be made available to the public at least 24 hours before the auction starts. Any amendment will be clearly identified and dated.

1.4. The auction opens at its published time and will not be delayed so that any specific bidder, or bidders generally, may participate. All times are South African Standard Time (SAST).

2. Statutory statement: section 45(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."

3. Goods, preview and inspection

3.1. Lots will ordinarily be advertised and previewable for seven full days before bidding opens. Preview is for information and inspection; bids cannot be placed during preview.

3.2. Descriptions, photographs, known condition issues and any special disclosures will be displayed on the individual lot page. Goods are generally second-hand unless described as new.

3.3. Prospective bidders will be given a reasonable opportunity to inspect goods at the Randgate premises by arrangement before bidding. No fee is charged for inspection; reasonable security rules may apply.

3.4. For any lot offered on behalf of a third-party owner, the appropriate ownership, authority and trust-account disclosures must be completed before that lot may be auctioned. Specific statutory provisions for motor vehicles or other regulated goods apply when relevant.

4. Registration and bidder approval

4.1. Bidders must be 18 years or older and must register before the auction opens, creating a secure customer account and supplying their legal identity particulars, age, physical address, IP/account information and intended payment method as required for an internet auction.

4.2. The administrator may verify registration information and approve, reject or suspend accounts in accordance with law. No bid from an unregistered or unauthorised person will be accepted as valid.

4.3. A person bidding on behalf of another person must produce a letter of authority as required by regulation 26(3). For a company, the required company letterhead and certified resolution must accompany that authority.

4.4. Each customer is responsible for keeping login credentials secure and for accepting the applicable Rules of Auction. Auction-related personal information is handled in accordance with the published Privacy Notice and POPIA.

5. Bidding, reserves and completion

5.1. Each advertised lot is scheduled for a 24-hour bidding period. Opening bids, increments, closing times, and any reserve or upset prices appear on the lot page and in the auction particulars.

5.2. Bids must meet the minimum bid and increment rules. Fraudulent bidding, collusion, sham bids and manipulation of accounts or prices are prohibited.

5.3. A bid may be retracted until the sale is completed and the auctioneer announces or records that completion in the recognised online manner. Withdrawals are retained in the audit record and excluded from the winning calculation.

5.4. Any owner/auctioneer right to bid must be specifically disclosed in advance. Unless such a right is disclosed, the owner and auctioneer, and persons acting for them, may not bid on the goods.

5.5. Subject to any disclosed reserve and applicable seller acceptance conditions, the highest valid bid at lawful completion is the successful bid. Where there is an irregularity or dispute, the lot may be held for evidence review rather than arbitrarily awarded.

5.6. A notice may be given during an auction explaining a reason for sale other than the normal voluntary disposal of goods by the owner.

6. Winner notification, payment and reconciliation

6.1. The successful bidder will be notified using the registered contact channel and may view the lot, amount and next action within My Auctions.

6.2. For the present EFT-only method, the winner has 24 hours from documented delivery of the official payment notice to pay the exact notified amount to the designated Discount Pawn Randgate FNB account, subject to the final accepted auction terms.

6.3. The customer payment reference is their name followed by the lot number, as generated by the auction account. The bank transaction reference used for internal reconciliation is a separate record.

6.4. A payment notification, proof of payment or bank transfer initiation does not confirm cleared funds. Only the auction administrator may reconcile the transaction after personally checking the matching cleared deposit in FNB.

6.5. Goods will not be released before cleared-funds reconciliation and completion of all relevant fulfilment steps. Any alternative payment gateway is available only if expressly introduced and approved in the published payment instructions.

7. Unpaid winners, default and runner-up offers

7.1. If a winner has not paid within the stated window, Discount Pawn Randgate may provide a documented default notice and 24 hours to remedy non-payment before any cancellation decision.

7.2. The administrator must recheck bank records and relevant disputes before cancelling a winning transaction. Cancellation and its reasons are recorded; an outstanding payment investigation prevents conflicting settlement.

7.3. After lawful cancellation, a voluntary offer may be made to the next eligible bidder. The runner-up has 24 hours from the official offer to accept or decline; acceptance creates a separately notified payment window.

7.4. Late or mistaken deposits are held for manual investigation. Any required refund is handled manually, with secure verification of the payer and relevant bank details; there are no automatic refunds.

8. Collection, courier and risk

8.1. After confirmed settlement, buyers may select collection or request a separate courier quotation if courier service is available for that lot.

8.2. For paid orders, the auction system may default to collection if no courier request is made within the advertised 12-hour selection period.

8.3. A courier quotation requires separate customer approval, and the courier arrangement and any applicable charge will be clearly confirmed. A quotation alone is not a dispatch or delivery confirmation.

8.4. Collection is arranged from 15 Unie Street, Randgate, Randfontein. Photo identification and a recorded physical handover may be required for release.

8.5. Discount Pawn Randgate does not exclude liability for non-delivery or any other matter for which liability may not lawfully be excluded.

9. Condition, fair disclosure and complaints

9.1. The seller and auctioneer will take reasonable steps to describe each lot accurately and disclose known material issues. These Rules do not exclude liability for misleading or inaccurate auction advertising.

9.2. A customer may report concerns about descriptions, bids, payments or fulfilment to discountpawnrandgate@gmail.com or 011 692 1521. Disputed transactions may be put on documented hold while the evidence is reviewed.

9.3. Nothing in these Rules removes non-excludable statutory consumer remedies, inspection rights or duties to make auction records available as required.

10. Records, costs and amendments

10.1. The auctioneer maintains the required bidders' record and vendor's roll, including relevant advertisements, accepted Rules, lots, bid events, withdrawals, successful buyers and settlement/fulfilment evidence.

10.2. The bidders' record and vendor's roll are available for inspection during normal business hours, without charge, to the extent permitted by law. Protected identity particulars are not publicly disclosed beyond lawful inspection requirements.

10.3. Prescribed auction records will be retained for at least three years or longer where required by applicable law or a genuine unresolved matter.

10.4. There is no general bidding participation fee. Any reserve, buyer premium, VAT treatment, delivery fee or other buyer charge must be advertised beforehand. The auction-specific advertising and conducting costs appear in Schedule A.

10.5. Where amended, the Rules will identify their revision, and customers will be required to accept the applicable version in line with auction notice requirements.

Auctioneer's certification and signature

I, the auctioneer identified below, certify that, to the best of my knowledge, these Rules of Auction meet the requirements of regulation 21 of the Consumer Protection Regulations and are intended to comply with section 45 of the Consumer Protection Act 68 of 2008. I accept responsibility for the contents of the Rules applicable to the auction identified in this document.

Full legal name of auctioneer: Devon Kyle Thomson

Signed at: Randfontein **Date:** 15/11/2026

Signature: 