

The Cape Winemakers Guild Protégé Auction and 2021 Nedbank Cape Winemakers Guild Auction hosted by Bonhams

Standard Terms and Conditions of Auction

Date of auctions:

- A. CWG Protégé Auction: Online from Friday 17 September 2021, closing Monday, 4 October from 16:00 London Time
Protégé Auction Closing: Bidding on each lot will close one minute after the previous lot, starting at 16:00 (London Time). Where bidders are bidding against each other on a lot, the closing time of that lot will be extended by a further 5 minutes and the following lots will continue to close one minute apart.
- B. 2021 Nedbank CWG Auction: Live and Online on Saturday 2 October 2021 from 10:00 London Time
(both auctions hereinafter referred to as "the Auction")

In these Standard Terms and Conditions of Auction (hereinafter referred to as "Auction Conditions"), the following terms shall have the following meanings:

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| <i>"auctioneers"</i> | mean Bonhams at www.bonhams.com , hosting the Auction from London, UK. |
| <i>"bidders"</i> | means a person or entity registered as a bidder and who participates and/or intends to participate in the Auction. |
| <i>"seller"</i> | means the owners of the wines, selling the wines to the highest bidder/purchaser. |
| <i>"purchaser"</i> | means the highest bidder indicated by the auctioneer by the fall of the hammer or by such other means as the auctioneer may select, who purchases the wine from the seller. |
| <i>"Guild"</i> | means the Cape Winemakers Guild, the facilitators of the Auction. |

Notwithstanding anything to the contrary contained in these Auction Conditions, the dispensing, distribution, storage and/or transportation of the wines are and will be subject to any legislation, statutes, regulations and/or restrictions, including any COVID-19 regulations, in force in the respective jurisdictions, at the time of such dispensing, distribution, storage and/or transportation of the lots in such jurisdictions.

Please note the following:

1. All prospective bidders must register for the Auction by completing an Online Registration form on the Bonhams website (www.bonhams.com) ("the Website") and supplying official photo proof of identity and residence prior to making any bids during the Auction.
2. A person who intends to bid on behalf of another, must produce a letter of authority expressly authorising him or her to bid on behalf of that person, and both that person and the person bidding on his or her behalf must provide a copy of official photo proof of identity and residence.
3. A person bidding on behalf of a company, close corporation or trust must produce a letter of authority expressly authorising him or her to bid on behalf of that company and the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the company resolution authorising him or her to do so. That person making the bid must present proof of official photo identity and residence for themselves and the required information for the instructing entity as set out on the Bonhams website.

In addition to the above:

1. These Auction Conditions shall govern the Auction and any matter relating thereto or resulting therefrom, including, but not limited to the relationship/s between the auctioneer, the Cape Winemakers Guild (hereinafter referred to as "the Guild"), the seller, the bidder and the purchaser and/or the wines being sold.

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2. In the event of any conflict between the provisions of these Auction Conditions and any other terms and conditions to which the purchaser and/or bidder and/or seller and/or auctioneer are subject (including but not limited to the auctioneer's Online Bidding Terms and Conditions, the Appendix 1 [Buyers Contract of Sale with Seller] and Appendix 2 [Buyers Agreement with Bonhams] and the Notice to Online Bidders), these Auction Conditions shall take precedence, but for the avoidance of doubt, the auctioneer's Online Bidding Terms and Conditions (including Appendices) and Notice to Online Bidders shall apply as amended if specifically incorporated herein.
3. Registration to purchase wine at the Auction implies that the bidder and/or purchaser is familiar with and fully and irrevocably accepts the Auction Conditions as contained herein and is conditional upon the bidder's confirmation that they are of legal age and free of other restrictions to complete the purchase of alcohol under relevant laws. No person or entity shall be allowed to take part in the Auction unless:
 - 3.1 they have registered and duly completed the Auction Registration form and supplied the required documentation to the satisfaction of the Guild and the auctioneer;
 - 3.2 if they intend to bid on behalf of another person or a legal entity, they have produced a letter of authority that expressly authorises him/her to bid on behalf of such person or legal entity. Where the person is bidding on behalf of a company, close corporation or trust, the letter of authority must appear on the letterhead of such company, close corporation or trust and must be accompanied by a certified copy of the resolution authorising him/her to bid on behalf of the company, close corporation or trust. The prospective bidder must also have provided the documentation required by the auctioneer and the Guild to allow the auctioneer to conduct its client due diligence as required by law.
4. Upon registration, the bidder authorises the auctioneer to share their personal details with the Guild for invoicing, settlement and (where delivery is requested) for delivery purposes.
5. The Auction Conditions will be made available to all registered bidders and/or purchasers upon registration.
6. Prior to the start of the Auction, bidders and/or purchasers will be able to ask questions about the Auction procedure or the wine for sale.
7. All wines sold at the Auction are sold "voetstoots" / "as is".
 - 7.1 No warranty is given or implied by the designation in the catalogue and no allowance whatsoever will be made for misdescription or errors of whatsoever nature.
 - 7.2 A bid shall be taken as proof that bidders or purchasers have made themselves acquainted with the lot for which they have bid.
8. Every sale shall be subject to the control of the auctioneer who shall have the sole and absolute right to regulate the bidding procedure, to advance in the bidding and to record the Auction and any sale.
9. Every bid shall constitute an offer to purchase the relevant wine or any lot auctioned for sale at the amount bid. The auctioneer, in his sole discretion, reserves the right to withdraw any lot or lots or to vary the order of same without attracting any liability to any party to the Auction, including the seller, bidder or purchaser.
10. The auctioneer shall be entitled to correct any error or misunderstanding, in its sole discretion.
11. All sales shall be in South African Rand and VAT will be levied on all wine that will remain within the borders of South Africa. All exports will be exempt of South African VAT. All purchases are exempt of buyer's premium and auctioneer's commission, and these will not be added to the sale price.

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12. The highest bidder at the Auction shall be the person indicated by the auctioneer by the fall of the hammer or by such other customary means as the auctioneer may select, which bidder shall have a successful bid.
13. In the event of a dispute arising between any two or more bidders, the auctioneer shall have the right in his sole discretion to declare the sale to be of no force or effect and to re-sell the wine in question, alternatively to select the purchaser to whom the respective lot shall have been sold. The auctioneer, in his sole discretion, may accept or reject any bid without giving a reason. The auctioneer's decision in all cases is final and binding on all parties.
14. A successful bid shall result in an agreement of sale between the seller and purchaser, which agreement of sale shall be effective immediately at the place and time of the fall of the hammer or such other customary means as the auctioneer may select.
15. The bidder and/or purchaser irrevocably agree and consent to the seller ceding any claim which it may have against the bidder and/or purchaser to the Guild and neither the seller nor the Guild will be required to give any notice of such cession.
16. Tax invoices (including VAT, delivery, insurance and other charges where applicable) for the wine sold at the Auction to the purchasers will be presented to the purchasers by the sellers within 14 days of the Auction, although any failure to do so will not invalidate any sale in terms of the Auction Conditions.
17. Payment shall be made immediately upon receipt of the tax invoice either by credit card or electronic transfer into the Guild's bank account.
18. Ownership in the wine shall not pass until (i) the purchase price and all other amounts in terms of the Auction Conditions have been paid in full and (ii) the auctioneer has completed its checks under the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("AML checks"). No lot or lots may be removed until the purchase price and all other costs under these Auction Conditions, including but not limited to storage costs, have been settled in full and title in the lot(s) has passed.
19. All purchasers shall take possession of their completed purchases within 8 (EIGHT) weeks from the date of Auction, unless otherwise arranged and agreed with the Guild in writing. The Guild and/or the seller reserve the right to charge storage fees on wines not collected, for whatever the reason, by 30 November 2021 at the applicable industry rate and the purchaser agrees to pay such storage fees, irrespective of the reason for failing to collect/arrange for collection or delivery of the wines, including if such failure is as a result of any legislation, statutes, regulations and/or restrictions in force at the time, including any COVID-19 regulations.
20. The price bid for any wine shall not include Value Added Tax, delivery, insurance, transportation, export charges and "FOBBING" costs of any wines shipped overseas. Wines shipped overseas are sold EX-WORKS and all export-related, shipping and fobbing costs are for the account of the purchaser.
21. The wine shall be delivered by the seller and/or the Guild or by a courier elected by the seller and/or the Guild.
22. The risk in the wine shall pass to the purchaser:
 - 22.1 where the purchaser takes possession of the purchased wine within the 8 (EIGHT) week period in clause 20 above, upon the wine leaving the premises of The Vineyard Connection or the seller, or when collected by the purchaser from the premises of The Vineyard Connection or the seller.
 - 22.2 where the purchaser has requested the wine to be exported to an address outside of South Africa and takes possession of the wine within the 8 (EIGHT) week period in clause 20 above, upon delivery of the wine to the shipping agent / freight forwarder;
 - 22.3 where the purchaser fails to take possession of the purchased wine within the 8 (EIGHT) week period in clause 20 above, for whatever reason (including as a result of any legislation, statutes, regulations and/or restrictions in force at the time, including any COVID-19 regulations) upon the expiry of the 8 (EIGHT) week period. For the avoidance of doubt, if the purchaser is unable to take possession of the purchased wine within the 8 (EIGHT) week period mentioned in clause 20 above, for whichever reason, the risk in the wine shall pass to the purchaser upon the expiry of the 8 (EIGHT) week period.

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23. The seller shall dispatch the wine purchased at the Auction within 8 (EIGHT) weeks from the date of the Auction, provided that payment by the purchaser has been received in full by the Guild or seller and the auctioneer has completed its AML checks.
24. The auctioneer will have no legal liability or obligation to bidders in relation to the delivery of wines.
25. As the sale will be held in the EU, the EU distance selling legislation applies in that EU private purchasers have the right of return within 14 days of delivery of all purchased items. Further details are contained in the auctioneer's Online Bidding Terms and Conditions available on the Bonhams website. Any purchaser has to pay for the return of such items to the Guild. The auctioneer warrants that these Auction Conditions (including its Online Bidding Terms and Conditions) are in compliance with the relevant local legislation and indemnifies and holds harmless, the Guild, in the event of any non-compliance with the relevant local laws and regulations pertaining to auctions in the UK.
26. The auctioneer's Vendue Roll of Sale is final, and no dispute will be taken into consideration as to the correctness of the same. All lots knocked down are subject to the Auction Conditions, including all conditions relating to condition of the wine and passing of risk, at the fall of the hammer.
27. The auctioneer and/or the Guild are prepared to execute bids on behalf of purchasers if instructed to do so in writing prior to the Auction and subject to the Auction Conditions and bidder registration requirements.
28. Notwithstanding the acceptance of a postal bid mandate by the auctioneer and/ or the Guild, the auctioneer and/or the Guild shall not be obliged to execute such a bid and the bidder or purchaser shall have no claim whatsoever, including any claim for damages, whether direct or indirect or consequential and arising from whatsoever cause, against the auctioneer, the Guild and/ or any person nominated by the Guild and the purchaser indemnifies and holds free the auctioneer and the Guild from any claims which may be instituted against the auctioneer and/or Guild in this regard.
29. Under no circumstances will the Guild or the seller, or any of their employees or agents be liable for any loss or damage caused by:
 - 29.1 the bidder's reliance on information obtained through the use of the Website;
 - 29.2 the use or inability to use the Website or the services or content provided from or through the Website;
 - 29.3 any disruption in the internet connection resulting in the bidder being disconnected from the Auction for whatever reason; or
 - 29.4 the failure to record a bid as a result of being disconnected or the online platform going offline during the auction process.
30. The purchaser chooses his domicilium citandi et executandi at the physical address as portrayed on the proof of residence which is submitted during the online registration at www.bonhams.com.
31. The terms and interpretation of these Auction Conditions will be governed by the Laws of the Republic of South Africa. The purchaser consents to the jurisdiction of the Magistrate's Court in South Africa, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court, and the auctioneer and/or Guild and/or seller has the sole discretion to institute any action in the Magistrate's Court, if appropriate and applicable, or any other competent court.
32. In the event that it becomes necessary for the auctioneer, the Guild and/or the seller to take any legal action to ensure performance of the Auction Conditions or any agreement concluded pursuant thereto or in respect of any transaction which is governed by these Auction Conditions, the purchaser shall be obliged to pay the auctioneer, the Guild and/or the seller as the case may be, any and all legal costs and expenses incurred on the scale as between attorney-and-own-client including collection commission and the auctioneer, the Guild and/or the seller shall be entitled to claim the same.