

TERMS

in respect of

the “get me an offer” service provided by
Rossiter Trading (Pty) Limited (Registration No. 2007/025943/07)
trading as Bid4Cars of
7 Corobrick Road, Meadowdale, Johannesburg
Tel. (086)100-7070 / Email info@bid4cars.co.za /
URL: [http.bid4cars.co.za](http://bid4cars.co.za).
Version 06/2014

REGISTRATION TERMS

1. INTRODUCTION

Bid4Cars offers a service to registered **consumers** to poll all registered vehicle dealers on the Bid4Cars website to return a value that each dealer would be willing to pay for the particular vehicle of the **consumer**. Bid4Cars then collates the data and presents the **consumer** with the value range for his or her vehicle in the local market. If the **consumer** then wishes to sell the vehicle, Bid4cars will arrange for its partner Company, B4C trading to contact the **consumer**. These **Registration Terms** deal with the procedure and terms and conditions upon which a **consumer** may become registered

2. THINGS TO NOTE BEFORE REGISTERING

2.1 **Bid4Cars** draws **consumer's** attention to the following:-

2.1.1 In these **Registration Terms**

2.1.2 words or expressions which appear in **bold italics**, have the meaning set out in the Definitions, and;

2.1.3 the rules of interpretation (as set out in the Definitions) will apply.

2.2 As to the role of **Bid4Cars**, the **consumer** is alerted to the fact that **Bid4Cars**, never comes into actual contact with or take possession of the goods and:-

2.2.1 does not itself inspect the **goods** listed for values on the **Site**;

2.2.2 does not warrant or represent that the description of any **goods** listed on the **Site** is or will be accurate;

2.2.3 will not be a party to any dispute which may arise between the **consumer** and any third party in relation to any value or sale transaction that may in future be concluded

2.3 **Consumers** wishing to register will be prompted (by the applicable **Site** mechanism below) to declare that they have read and understood and that they agree these **Terms**. By doing so the **consumer** is committing herself/himself contractually. The **consumer** hereby agrees that his/her electronic assent to the **Terms** has the same legal effect as a signature, using pen and paper.

2.4 **Consumers** are asked to read and fully familiarize themselves with the **Terms** before assenting to the **Terms**.

- 2.5 **Bid4Cars** may, call upon the **consumer** to provide a written signature to confirm the **consumers** electronic assent.
- 2.6 The **consumer** hereby agrees and consents to **Bid4Cars** having access to and/or conducting credit reference checks in relation to the **consumer** including but not limited to credit reference checks with any registered credit bureau.
- 2.7 The **consumer** understands and agrees that Trade and Retail values are merely to provide an indication of the current market pricing for the vehicle and in this regard, holds **Bid4Cars**, its holding, subsidiary and associated companies harmless for any damages whatsoever resulting from use of the values returned

3. REGISTRATION PROCEDURE

- 3.1 **Consumers** who wish to register must first fully complete and submit the **Registration Form** to **Bid4Cars**.
- 3.2 **Consumers** are alerted that, by fully completing and returning the **Registration Form** they will, in so doing:-
- 3.2.1 be required to furnish **Bid4Cars** with their:-
 - 3.2.1.1 full names and identity or passport or registration number;
 - 3.2.1.2 age (or the age of their representative as the case may be);
 - 3.2.1.3 physical address, internet protocol address, postal address, telephone number, telefax number, cellular number and e-mail address;
 - 3.2.2 certify that the information provided by the **consumer** in the **Registration Form** is true and correct in all respects;
 - 3.2.3 certify that they have read, understand and agree to the **Terms**.
 - 3.2.4 expressly consents to Bid4Cars processing such data and storing it for the purposes set out in this agreement.
- 3.3 **Consumers** will also be obliged to:-
- 3.3.1 submit to **Bid4Cars** a preferred username (in the form of an email address);
 - 3.3.2 create a preferred pin;
 - 3.3.3 furnish **Bid4Cars** with such supporting documentation as may be required by **Bid4Cars**.
- 3.4 **Consumers** and other users are alerted to the fact that **Bid4Cars** is obliged to verify the **consumer's** identification and address details in accordance with the Financial Intelligence Centre Act 2001 published in Notice No. R.1595 in Gazette No. 24176 of 20 December 2002 [the "FICA **Regulations**"] which may include calling for the following information and documentation:-
- 3.4.1 an identification document of the **consumer**; or
 - 3.4.2 in the case of a juristic person, the CK,CM, COR business documents, proof of address and identity book details of the directors; and
 - 3.4.3 in the case where the **consumer** is, for a reason that is acceptable to **Bid4Cars**, unable to produce an identification document:-

- 3.4.3.1 another document issued to that **consumer**, which, taking into account any guidance notes concerning the verification of identities which may apply to internet auctions, is acceptable to **Bid4Cars** and bears:- (aa) a photograph of the **consumer**; (bb) the **consumer's** full names or initials and surname; (cc) the **consumer's** date of birth; (dd) the **consumer's** identity number, and;
 - 3.4.3.2 any of the above particulars with information which is obtained from any other independent source, if it is believed to be reasonably necessary taking into account any guidance notes concerning the verification of identities which may apply to internet auctions;
 - 3.4.3.3 a document issued by the South African Revenue Service bearing the income tax number and the name of the **consumer**;
 - 3.4.3.4 a utility bill or other documentation verifying the residential address of the **consumer**.
- 3.5 The **consumer's** attention is drawn to the fact that **Bid4Cars** is legally obliged to keep and make available certain records and these include records of the **consumer**. By submitting the **Registration Form**, the **consumer** consents and agrees to **Bid4Cars** keeping and making available for inspection such information and records as **Bid4Cars** may be obliged to keep and/or disclose.
- 4. **REGISTRATION AS A CONSUMER**
- 4.1 **Bid4Cars** will review the **consumer's Registration Form** and may, if **Bid4Cars** deems it appropriate, call on the **consumer** to provide additional information and/or supporting documentation.
- 4.2 Once **Bid4Cars** has satisfied itself that the **consumer** has met all of the applicable registration requirements it will register the **consumer** and provide the **consumer** with:-
 - 4.2.1 confirmation of the **consumer** preferred secret username and pin alternatively allocate to the **consumer** a secret username and/or secret pin;
 - 4.2.2 access to the **Site** for purposes of obtaining values on their vehicle
- 4.3 **Bid4Cars** undertakes to keep secret and refrain from disclosing to any third party whomsoever the secret username and pin of the **consumer** unless directed to do so by a competent authority.
- 4.4 **Consumers** please be aware that **Bid4Cars** will terminate a registration if:-
 - 4.4.1 a **consumer** fails to comply timeously or at all with its obligations in respect of any activity on the **Site**;
 - 4.4.2 **Bid4Cars** has reason to believe that a **consumer**
 - 4.4.2.1 engaged in any manipulation and/or has unfairly induced any other person to to alter or affect the value in any way and/or has in any way colluded or attempted to collude with any person whomsoever to alter or attempt to alter a fair return of values process;

- 4.5 It is in the sole discretion of **Bid4Cars** to determine whether the information which was provided by the **consumer** is in compliance with the **Bid4Cars** requirements and/or meets the FICA requirements.

5. INDEMNITY AND WAIVER

- 5.1 The **consumer** hereby acknowledges that it will have no claim of whatsoever nature howsoever arising against **Bid4Cars** relating to its registration as a **consumer** and/or any activities conducted through the medium of the **Site**; save and except for:-

5.2 any intentional harm caused to the **consumer** by **Bid4Cars**, and/or;

5.3 any breach by **Bid4Cars** of its obligation to the **consumer** in respect whereof the **consumer** may have a claim.

6. COMMENCEMENT TIME

The time period for values to be returned to **Bid4Cars** by members of the platform will commence at a published time and will be open for no longer than 24 hours

7. REGISTRATION

7.1 Any registered dealer or trader wishing to participate in the value return process must first register his/her/its identity with **Bid4Cars**

7.2 **Bid4Cars** may not accept returns from anyone other than registered **users**.

8. COSTS / COMMISSION

Bid4Cars does not charge a fee for registration or use of the “get me an offer” platform. It is however noted that should a **consumer** wish to sell his or her vehicle and **Bid4Cars** successfully arranges for its partner B4C to purchase the vehicle, that **Bid4Cars** will receive a R2000.00 fee from B4C which will be deducted by B4C from the offered price of the vehicle.

9. BREACH

9.1 In the event of a party (the “Defaulting Party”) breaching any of the **Terms**, the aggrieved party (“Aggrieved Party”) shall be entitled (but not obliged) by written notice to the Defaulting Party:-

9.1.1 to claim specific performance, and;

9.1.2 claim such damages as it may have suffered as a consequence, excluding consequential and/or pure economic loss.

9.2 The foregoing remedies shall be in addition to such remedies which the Aggrieved Party may have in law.

9.3 Without limiting or derogating from the foregoing, it is agreed that an Aggrieved Party (who has suffered and/or is entitled to damages) may not under any circumstances claim or be entitled to damages which constitute consequential and/or pure economic/financial loss.

10. APPLICABLE LEGISLATION

- 10.1 The **Terms** are subject to all applicable statutes, *regulations*, by-laws or ordinances as may be (collectively referred to as "lawful authority") in force in the Republic of South Africa from time to time.
- 10.2 In the event of any one more of the provisions of the **Terms** contravening any applicable lawful authority, then and in that event, the offending provisions shall be struck from the **Terms**, without in any way detracting from the validity of the remaining provisions which are unaffected thereby.

11. CHOICE OF LAW

The application, interpretation and enforcement of the **Terms** and/or any sale transaction concluded thereto, will be subject to the laws of the Republic of South Africa.

12. JURISDICTION

- 12.1 The parties hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the Magistrate's Court Act as amended, notwithstanding the fact that the amount in dispute may exceed the jurisdictional limit of the Magistrate's Court as amended, from time to time.
- 12.2 The Aggrieved Party's right to commence any legal proceedings sued out of the High Court of the Republic of South Africa, are fully reserved.

13. ALTERNATIVE DISPUTE RESOLUTION

- 13.1 The **consumer** and **Bid4Cars** have the right to refer any dispute for determination by arbitration in the manner and in the terms and conditions set out hereunder on the further terms and conditions set out hereunder.
- 13.2 Any **Dispute** referred to arbitration by **Bid4Cars** and/or the **consumer** in terms of this clause 13 shall:-
- 13.2.1 be concluded as soon as is practically possible after the declaration of a **Dispute**;
 - 13.2.2 be conducted in accordance with the established Rules and Practices of the Arbitration Forum of the Republic of South Africa, as amended, from time to time.
- 13.3 This clause 13 does not detract from a **consumer's** right to institute any such proceedings which a **consumer** may wish to institute against **Bid4Cars** by way of the arbitration proceedings provided for in this clause 13 alternatively, should the **consumer** so choose, NCC, NCT, Ombudsman or out of a Magistrate's Court or High Court having jurisdiction over the parties.

14. COSTS

In the event of the Aggrieved Party instituting legal proceedings and/or arbitration proceedings against the Defaulting Party under the **Terms**, the party who is substantially successful in said proceedings shall be entitled to compensation in respect of its legal costs calculated on the scale as between attorney and own client charged at a rate equivalent to twice the prevailing High Court tariff as amended from time to time

15. INTEGRATION CLAUSE

- 15.1 The **Terms** constitute the entire agreement between the parties relative to transactions on the **Site** and more particularly relative to the contractual relations between the **consumer** and **Bid4Cars**, and;
- 15.2 No alteration, variation or consensual shall be valid and binding on the parties unless reduced to writing and signed by the parties.
- 15.3 No indulgence or extension of time granted by a party to another shall constitute or be deemed to constitute a waiver of the granting party's rights against the other party herein contained, all of which rights are fully reserved.

16. ADDRESS FOR DELIVERY OF COMMUNICATIONS

All communications between the parties must be in writing and may take place:-

- 16.1 by **SMS** or by e-mail, or;
- 16.2 by posting by pre-paid registered post to the recipient's postal address, in which event the **consumer** shall be deemed to have received such communication on the fourth business day after posting.

17. SEVERABILITY

- 17.1 All provisions of the **Terms** are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.
- 17.2 Any provision of the **Terms** which is or become unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall, only to the extent that it is so unenforceable, be treated as *pro non scripto* (meaning that they must be disregarded) and the remaining provisions of the **Terms** shall remain in full force and effect.
- 17.3 The parties declare that it is their intention that the **Terms** would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

18. ASSENT TO TERMS

- 18.1 The **consumer**, by submitting the Registration Application by applying for registration:-
- 18.1.1 warrants that s/he has read and understands the **Terms**; and
- 18.1.2 agrees that s/he is bound by the **Terms**.

19. DEFINITIONS

Unless expressly stated or the context indicates otherwise, the following words or expressions shall have the following meanings in the **Terms**:-

- 19.1 "**Bid4Cars**" means Rossiter Trading (Pty) Limited, Registration No.2007/025943/07, trading as **Bid4Cars**;
- 19.2 "**CPA**" means the **Consumer** Protection Act 68 of 2008;

- 19.3 “**consumer**” means any person whomsoever, including a **consumer** as defined in the **CPA** and with the **Regulations**;
- 19.4 “**Dispute**” means a dispute as defined in clause 13.1 above;
- 19.5 “**registration documents**” means the information provided by the **consumer** to **Bid4Cars** by completing the **Registration Form**, together with all or any additional documentation as may be provided by **Bid4Cars** to the **consumer**;
- 19.6 “**Registration Form**” means the **Bid4Cars** standard form registration application document which **consumers** are required to complete, in accordance with the provisions of of this agreement;
- 19.7 “**Registration Terms**” means the terms of registration as provided in this agreement;
- 19.8 “**Site**” means the internet based electronic website known as “**Bid4Cars**”;
- 19.9 “**SMS**” means a short message service provided through a mobile / electronic telecommunication system;
- 19.10 “**Terms**” means a collective reference to **Terms** of Registration and the Definitions and Interpretation.

20. INTERPRETATION

- 20.1 The headings of the clauses of the **Terms** are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of the **Terms** nor any clause hereof. Unless a contrary intention clearly appears, words importing:-
- 20.1.1 any one gender include the other two genders;
- 20.1.2 the singular include the plural and *vice versa*;
- 20.1.3 natural persons include created entities (corporate or unincorporate) and *vice versa*.
- 20.2 If any provision in a definition is a substantive provision imposing rights or obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the **Terms**.
- 20.3 Any reference to days (other than a reference to business days), months or years shall be a reference to calendar days, months or years, as the case may be; provided that should any calendar day fall on a Saturday, Sunday or Public Holiday in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday.
- 20.4 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 20.5 Expressions defined in the **Terms** shall bear the same meanings in the remainder of the **Site** which do not themselves contain their own definitions.
- 20.6 Where any term is defined within the context of any particular clause in the **Terms**, the term so defined, unless it is clear from the clause in question that the term so defined has limited

application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of the **Terms**, notwithstanding that that term has not been defined in this agreement.

- 20.7 The expiration or termination of the **Terms** shall not affect such of the provisions of the **Terms** as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 20.8 The rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the **Terms**, shall not apply.