

Cape Thoroughbred Sales Proprietary Limited

www.capethoroughbredsales.com

APPLICATION FOR A BUYER'S CARD

to participate in the bidding on all sale auctions to be conducted
by Cape Thoroughbred Sales Proprietary Limited ("CTS").

1 PARTICULARS OF PROSPECTIVE BUYER (PRINCIPAL):

Full Names (and Surname) of Individual or Entity: _____

ID / Passport No / Registration No: _____ VAT No: _____

Physical address: _____

Postal address: _____

_____ Postal Code: _____

Tel no: _____ Mobile No: _____

Fax no: _____ E-mail Address: _____

Bank name: _____ Branch No: _____

Account holder: _____ Bank Acc No: _____

2 PARTICULARS OF PROSPECTIVE BUYER'S AGENT (IF APPLICABLE):

Full Names and Surname: _____

ID /Passport No: _____ VAT No: _____

Physical address: _____

Postal address: _____

_____ Postal Code: _____

Tel No: _____ Mobile No: _____

Fax No: _____ E-mail Address: _____

Bank Name: _____ Branch No: _____

Account Holder: _____ Bank Acc No: _____

3 PURCHASE FACILITY REQUESTED: ZAR _____

4 The individual signing this Application for a Buyer's Card (the "Application") acknowledges and agrees that:

4.1 this Application is supplementary to the CTS Conditions (the "Conditions"), the Rules of Auction and the CTS sales documents (as defined in the Conditions), the entire contents whereof shall be deemed to be incorporated herein by reference;

4.2 he/she has read, understands and is bound by the Conditions, the Rules of the Auction and all CTS sales documents;

4.3 he/she shall comply and strictly abide by all CTS payment terms, Conditions, the Rules of the Auction and all CTS sales documents; and

4.4 if this Application is completed and signed by an agent (the details of whom are set out in 2 above) (“Agent”) on behalf of a prospective buyer acting as principal (the details of whom/which appear in 1 above) (“the Principal”) the buyer’s card applied for (“Buyer’s Card”) shall, if issued to such an applicant, be issued in the name of the Principal, not the Agent.

5 This Application must be submitted to the CTS together with all and any other documents as may be required in terms of legislation and the Conditions for the registration of a Buyer.

6 This Buyer’s Card shall be awarded for and is valid for every sale conducted by the CTS. Notwithstanding the above, should the Buyer fail to abide by all CTS payment terms, Conditions, Rules of the Auctions and the CTS sales Documents, the CTS reserves its rights to immediately cancel this Application and the Buyer’s Card without notice.

7 Ownership in a horse shall only pass to the Buyer upon settlement in full to CTS of the debt.

8 The Buyer hereby provides the CTS with his/her permission to perform a credit check, should it be deemed necessary.

9 The individual signing this Application acknowledges and agrees that, to the extent that any information and/or authorisation furnished to the CTS in terms of this Application and/or the other documents referred to in clause 5 above change, become irrelevant or invalid during the course of the validity of the Buyer’s Card in terms of 6 above, he/she shall immediately inform the CTS or procure that the CTS is informed of such fact and ensure that the CTS is furnished, in writing, with any such new information and/or authorisation as may be necessary in order for the Buyer to remain compliant with the requirements for registration as a bidder in terms of the Conditions; failing which a bid received by or on behalf of the Buyer will be deemed invalid.

10 I hereby provide my consent to the CTS to collect, process and distribute my personal information (“PI”) where it is legally required to do so.

10.1 I understand:

- i. my right to privacy and the right to have my PI processed in accordance with the conditions for the lawful processing of PI;**
- ii the purpose for which my PI is required and collected as well as the purposes for which it will be used; and**
- iii. that all the PI which I provide to the CTS will be held and/or stored securely for the purpose/s for which it was collected.**

10.2 I understand that third parties, including but not limited to breeders, stud farms and CTS agents/ employees, will have access to my PI and I hereby consent to the CTS sharing my PI with such third parties.

10.3 Finally, I understand that should I refuse to provide the CTS with the required consent and/or PI, the CTS will be unable to assist me with this Application.

Signature: _____

Date: _____

FOR OFFICE USE ONLY:

Payment Terms Agreed: **21 Days**

Buyers Card No: _____

NOTE: THIS IS NOT AN APPLICATION FOR CREDIT