BUYERS TERMS & CONDITIONS

LIVE ONLINE
BIDDING

BIDDING PROCESS
EXPLAINED

Issued by Coo-ee Art Pty Ltd T/A Art Leven. This notice applies to all individuals participating in the auction, including registered and prospective bidders and eventual buyers. By registering or bidding, you agree to these terms and to the full Conditions of Sale published on our website.

DESCRIPTION & CONDITION

The Seller and Art Leven warrant that each Lot is accurately described in the catalogue (excluding human errors) and that the Seller holds clear title.
Lots are sold "as is", with all faults and imperfections. Bidders are responsible for examining artworks in person or requesting a Condition Report prior to bidding. Condition Reports are provided in good faith as a guide only and without assumption of liability by Art Leven.

ESTIMATES AND CONDITION

Estimates are printed beside each Lot in the catalogue and represent Art Leven's opinion of the range in which the hammer price is likely to fall. They are not a valuation or guarantee of selling price.

BIDDING & REGISTRATION

Only registered bidders may participate in the auction.
To register, bidders must:
- Complete a Bidding Registration Form (available online, in person, or by email);
- Provide valid photo identification (driver's licence or passport); and
- Supply accurate contact and payment details.

Telephone and absentee bid forms must be submitted at least four (4) hours prior to the auction. Online bidders should register in advance and ensure their accounts are active before the auction begins. If you do not receive a paddle number or email confirmation of registration, you are not registered to bid - please contact Art Leven immediately.

WINNING BIDS

A Lot is sold when the auctioneer's hammer falls on the highest bid meeting or exceeding the reserve and is subject to the auctioneer accepting the bid. The Buyer assumes responsibility from this moment.

ADDITIONAL CHARGES

A Buyer's Premium of 25% (including GST) of the Hammer Price is payable on all lots. Collection and delivery is the responsibility of the buyer. Confirmed Priority Bidders pay a reduced Buyer's Premium of 15% (plus GST) on lots for which qualifying Cover Bids have been accepted.

TAX

A 10% Goods and Services Tax (GST) may be included in the Hammer Price (for lots owned by a GST registered entity); and is included in the Buyer's Premium and additional fees required i.e. shipping. This is relevant only if the buyer is an Australian Resident

PAYMENT

Full payment must be received within four (4) working days of the Sale. Accepted methods include bank transfer (preferred), EFTPOS, cheque (subject to clearance), or credit card. Ownership transfers only upon cleared funds.

DEFAULT

If payment is not received within seven (7) working days, Art Leven may rescind the sale, re-offer the Lot, and seek legal remedy for any losses.

COLLECTION, DELIVERY & STORAGE

Buyers are responsible for collection or arranging delivery. Art Leven may assist with courier recommendations but assumes no delivery liability. Storage fees of $5/day per Lot apply after seven (7) days. Art Leven will not release the artwork until the invoice has been paid in full.

BIDDING

PRIORITY BIDDING

Art Leven is pleased to offer Priority Bidding, a first for Australian art auctions. Priority Bidding is available to absentee, telephone and in-room (attendee) bidders, but not through our online bidding services. To qualify, bidders must submit Cover Bids directly to Art Leven at least 48 hours prior to the commencement of the auction and be confirmed as a Priority Bidder by Art Leven.

Priority Bidders are eligible for a reduced Buyer's Premium of 15% (excluding GST).

Cover Bids act as a binding guarantee to purchase the artwork at its reserve price should no higher bid be received. Cover Bids are not automatically entered as bids during the live auction unless an absentee bidding form has been submitted. Telephone and in-room Priority Bidders must actively place their bids to participate in the auction. If no higher bid is received, the artwork will be sold to the Priority Bidder at the reserve price under their Cover Bid guarantee.

Priority Bidders may continue bidding above their Cover Bid during the live auction (in person or by telephone) and still retain the reduced Buyer's Premium.

Where multiple Cover Bids are submitted for the same lot, priority will be given to the first Cover Bid accepted by Art Leven. If no higher bid is received during the auction, the artwork will be sold at the reserve price to the Priority Bidder whose Cover Bid was accepted first.

IN PERSON

Auctions are open to the public and held at a venue designated by Art Leven. The date, time and location of each auction will be published in the relevant auction catalogue and on our website. Once you have completed your registration you will be given a bidding paddle. When the hammer falls and you are the highest bidder you have entered a binding contract to buy the artwork.

ABSENTEE BIDDING

For those who prefer not to bid in real time, you may submit Absentee Bids in advance. The Auctioneer will bid on your behalf up to, but not above, your stated maximum. Completed forms must be submitted at least four (4) hours prior.

TELEPHONE

Telephone bidding allows participation from anywhere in the world. You will be telephoned prior to your selected lot arising and one of our staff will act on your behalf and according to your instructions. An auction can be quick so it is advisable that you give clear instructions to the person bidding on your behalf. A Cover Bid guarantees purchase at the reserve price should no higher bid be received. It does not authorise Art Leven to place competitive bids above the reserve if you cannot be reached. Completed forms must be submitted at least four (4) hours prior.

ONLINE

All lots can be bid for live and in real time via connect.invaluable.com/artleven or through Invaluable, our trusted auction partner.
Art Leven offers Buyer Parity Status, meaning no additional online bidding fees apply. Please ensure you are registered online prior to the auction and contact our team if you experience any technical issues before the sale. Priority Bidding is not available through our online bidding services.

BIDDING INCREMENTS

Bidding typically opens below the listed pre-sale estimate and proceeds in the following increments (subject to auctioneer discretion)

Between	and	Increments of
$0	$1,000	by $50
$1,000	$2,000	by $100
$2,000	$5,000	by $200
$5,000	$10,000	by $500
$10,000	$20,000	by $1000
$20,000	$50,000	by $2,000
$50,000	$100,000	by $5,000
$100,000	$200,000	by $10,000
$200,000	$500,000	by $20,000
$500,000	$1,000,000	by $50,000
$1,000,000	and over	by $100,000

By registering or bidding, you agree to these terms and the full Conditions of Sale published on our website.

BUYER'S TERMS & CONDITIONS OF BUSINESS

Issued by Coo-ee Art Pty Ltd (ABN 84 002 821 839), trading as Art Leven ('the Company').

These Conditions apply to all persons registering, bidding or purchasing artworks through Art Leven, whether at auction, by private treaty or through other sales conducted by the Company. By registering or bidding, whether in person, by telephone, absentee or online, you agree to be bound by these Conditions.

1. DEFINITIONS
In these Conditions, unless the context otherwise requires:

'Agreed Reserve' means the confidential minimum price at which a Lot may be sold, as agreed between the Company and the Seller.

'Auctioneer' means the representative of the Company conducting the auction.

'Buyer' means the person to whom a Lot is sold at auction or through another sales process conducted by the Company.

'Catalogue' includes any printed or online catalogue, advertisement, brochure, price list or other publication produced by the Company.

'Company' means Coo-ee Art Pty Ltd (ABN 84 002 821 839), trading as Art Leven.

'Cover Bid' means a binding guarantee by a confirmed Priority Bidder to purchase a nominated Lot at its Agreed Reserve should no higher bid be received. A Cover Bid is not automatically entered as a live auction bid unless an absentee bidding form has been submitted. Where multiple Cover Bids are received for the same Lot, the first Cover Bid accepted by the Company takes precedence if no higher bid is received.

'GST' means Goods and Services Tax under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

'Hammer Price' means the price at which a Lot is knocked down by the Auctioneer.

'Lot' means an artwork or other item offered for sale by the Company.

'Premium' or 'Buyer's Premium' means the amount payable by the Buyer in addition to the Hammer Price. The standard Premium is 25% (including GST). For qualifying Priority Bidders, a reduced Premium of 15% (plus GST) applies to nominated Lots.

'Priority Bidding' means the optional program under which absentee, telephone and in-room bidders submit binding Cover Bids at least 48 hours before the auction and are confirmed by the Company as Priority Bidders. Priority Bidding is not available through online bidding services.

'Purchase Price' means the Hammer Price or agreed Sale Price, together with the Buyer's Premium, applicable GST and any additional charges.

'Sale' means any auction or private treaty sale conducted by the Company.

'Seller' means the person or entity offering a Lot for sale through the Company.

2. THE COMPANY AS AGENT
2.1 The Company acts as agent for the Seller unless expressly stated otherwise.

2.2 The contract of sale is between the Seller and the Buyer. The Company is not a party to that contract unless selling as principal.

3. THE COMPANY'S DISCRETION
3.1 The Auctioneer may refuse any bid, divide or combine Lots, withdraw a Lot from Sale or, in the event of a dispute, misunderstanding or error, rescind a Sale and re-offer a Lot.

3.2 The Company may refuse registration, bidding privileges or entry to its premises or any auction venue at its discretion, subject to applicable law.

4. ESTIMATES, DESCRIPTIONS AND CONDITION
4.1 Estimated Selling Ranges represent the Company's opinion of the likely selling price and are not guarantees of value or sale price.

4.2 Lots are sold 'as is', subject to applicable Australian Consumer Law.

4.3 Prospective Buyers are responsible for examining Lots and satisfying themselves as to condition, attribution, provenance, authenticity and suitability before bidding.

4.4 Condition Reports are provided in good faith as a guide and do not replace personal inspection.

4.5 Catalogue descriptions and images are provided as guides. Colours, tones and appearance may vary from the original artwork.

4.6 Any announcements made by the Auctioneer during the Sale take precedence over inconsistent catalogue descriptions, subject to applicable law.

5. REGISTRATION AND BIDDING
5.1 All bidders must register with the Company before participating in an auction.

5.2 Registration requires accurate personal and contact details, valid photo identification and any additional information reasonably requested by the Company.

5.3 Bidders act as principal unless the Company has accepted in writing that they are acting on behalf of another person or entity.

5.4 The Company may request deposits, financial references or other guarantees as security for bids.

5.5 All bids are made in Australian dollars and exclude the Buyer's Premium unless otherwise stated.

5.6 Bids are binding once accepted by the Auctioneer and cannot be withdrawn without the Company's consent.

5.7 The Auctioneer may determine bidding increments and refuse bids at their discretion.

6. PRIORITY BIDDING
6.1 Art Leven offers Priority Bidding to absentee, telephone and in-room (attendee) bidders. Priority Bidding is not available through online bidding services.

6.2 To qualify, bidders must submit binding Cover Bids directly to Art Leven at least 48 hours before the commencement of the auction and be confirmed as Priority Bidders by the Company.

6.3 Confirmed Priority Bidders are eligible for a reduced Buyer's Premium of 15% (excluding GST) on their nominated Lots.

6.4 Cover Bids act as a binding guarantee to purchase the artwork at its reserve price should no higher bid be received.

6.5 Cover Bids are not automatically entered as bids during the live auction unless an absentee bidding form has been submitted. Telephone and in-room Priority Bidders must actively place their bids to participate in the auction.

6.6 If no higher bid is received, the artwork will be sold to the Priority Bidder at the reserve price under their Cover Bid guarantee.

6.7 Priority Bidders may continue bidding above their Cover Bid during the live auction, in person or by telephone, and retain the reduced Buyer's Premium.

6.8 Where multiple Cover Bids are submitted for the same Lot, priority is given to the first Cover Bid accepted by Art Leven. If no higher bid is received, the Lot will be sold at the reserve price to that Priority Bidder.

7. ABSENTEE, TELEPHONE AND ONLINE BIDDING
7.1 Absentee Bidding

Absentee bidders authorise the Company to bid on their behalf up to a stated maximum. Bids will be executed at the lowest possible price, having regard to competing bids and the reserve.

Identical absentee bids are prioritised by earliest receipt.

7.2 Telephone Bidding

Telephone bidding is offered at no additional charge. A Company representative will telephone the bidder and place bids according to their instructions.

The bidder accepts the risks of telephone connection failures or inability to be reached.

A Cover Bid remains binding at the reserve price if no higher bid is received but does not authorise competitive bidding above the reserve without further instructions.

7.3 Online Bidding

Online bidding is available through the Company's nominated platforms and approved auction partners.

Buyer Parity applies, meaning no additional online bidding fees are charged by Art Leven.

Priority Bidding is not available through online bidding services.

7.4 Bidding Deadlines

Absentee and telephone bidding forms must be submitted at least four (4) hours before the auction. Priority Bidding Cover Bids must be submitted at least 48 hours before the auction.

7.5 Execution of Bids

The Company takes reasonable care in executing absentee and telephone bids but does not guarantee the successful execution of any bid. Nothing in these Conditions excludes liability that cannot lawfully be excluded.

8. BUYER'S PREMIUM
8.1 The standard Buyer's Premium is 25% (including GST) of the Hammer Price.

8.2 For confirmed Priority Bidders who have submitted qualifying Cover Bids at least 48 hours before the auction, a reduced Buyer's Premium of 15% (plus GST) applies to nominated Lots.

8.3 The reduced Premium remains applicable where a Priority Bidder continues bidding in person or by telephone above the Cover Bid.

9. CONTRACT OF SALE
9.1 A contract of sale arises between the Seller and Buyer when the Auctioneer accepts the successful bid at the fall of the hammer.

9.2 Where a Lot is sold under a binding Cover Bid guarantee, the sale is concluded at the Agreed Reserve in accordance with the Priority Bidding conditions.

9.3 Risk in the Lot passes to the Buyer at the completion of the Sale.

9.4 Ownership passes only when the full Purchase Price has been received by the Company in cleared funds.

10. PAYMENT
10.1 Full payment of the Purchase Price is due within four (4) working days after the Sale, unless otherwise agreed in writing.

10.2 Payment must be made in Australian dollars by electronic bank transfer (preferred), EFTPOS, approved credit card or bank cheque.

10.3 Cheques must clear before artworks are released.

10.4 No Lot may be collected or released until full payment has been received in cleared funds, unless otherwise agreed in writing.

11. COLLECTION, DELIVERY AND STORAGE
11.1 Purchases must be collected within seven (7) days after the Sale unless alternative arrangements have been agreed.

11.2 Buyers are responsible for collection, packing, shipping, freight and transit insurance.

11.3 The Company may assist with courier recommendations but is not responsible for loss or damage after release, except where liability cannot lawfully be excluded.

11.4 Storage fees of $5 per Lot per day may apply after seven (7) days.

11.5 The Company will not roll canvases sold on stretchers or remove artworks from frames or mounts.

12. RESPONSIBILITY AND INSURANCE
12.1 From the completion of the Sale, the Buyer bears the risk of loss of or damage to the Lot, whether or not payment has been made.

12.2 Buyers are encouraged to arrange insurance from the time of purchase.

12.3 The Buyer is responsible for obtaining any export or import permits, licences or other documentation required for the movement of purchased Lots.

12.4 The Company may refuse release of regulated items until the Buyer provides evidence of compliance with applicable laws.

13. NON-PAYMENT OR FAILURE TO COLLECT
13.1 If payment is not received within the required period, the Company may, after notice and subject to applicable law, exercise available remedies, including:

Rescinding the Sale and re-offering the Lot;

Removing, storing or insuring the Lot at the Buyer's expense;

Charging interest at 2% per month on overdue balances;

Recovering reasonable costs and losses resulting from non-payment;

Commencing legal proceedings; or

Refusing future bids or requiring deposits.

13.2 If a Lot is not collected within the agreed period, the Company may arrange storage or removal at the Buyer's expense.

13.3 The Buyer is responsible for reasonable legal and recovery costs arising from non-payment or failure to collect, to the extent permitted by law.

14. AUTHENTICITY AND FORGERY
14.1 The Company takes reasonable care in researching and cataloguing artworks offered for sale.

14.2 If a Lot is established to the Company's reasonable satisfaction to be a Forgery, the Company may rescind the Sale as agent for the Seller and arrange a refund of the Purchase Price against return of the Lot, subject to applicable law.

14.3 The Buyer must notify the Company promptly, provide appropriate supporting evidence and return the Lot in the same condition in which it was sold.

14.4 Nothing in these Conditions excludes or restricts any rights or

remedies available under Australian Consumer Law.

15. GST
15.1 The Hammer Price or Sale Price is inclusive of GST, where applicable, unless expressly stated otherwise.

15.2 The standard Buyer's Premium of 25% includes GST.

15.3 The reduced Priority Buyer's Premium of 15% is exclusive of GST, which is added at the applicable rate.

15.4 GST may apply to additional services, including packing, freight and other taxable charges.

15.5 Buyers exporting Lots may be eligible for GST treatment or refunds in accordance with applicable taxation laws and subject to the provision of required documentation.

16. CURRENCY CONVERSION
Any currency converter provided by the Company is indicative only. All transactions are conducted in Australian dollars, and the Company accepts no responsibility for exchange-rate fluctuations or conversion errors.

17. LIMITATION OF LIABILITY
17.1 Subject to Australian Consumer Law, the Company's liability to a Buyer is limited to the Sale Price and Buyer's Premium actually paid, to the extent permitted by law.

17.2 The Company is not liable for indirect or consequential losses except where such liability cannot lawfully be excluded.

17.3 Nothing in these Conditions excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded.

18. GOVERNING LAW AND JURISDICTION
These Conditions are governed by the laws of New South Wales, Australia.

The Company and Buyers submit to the jurisdiction of the courts of New South Wales.

19. NOTICES
Notices must be in writing and may be delivered by hand, prepaid post or email to the recipient's last notified address.

A notice takes effect when received or at a later time specified in the notice.

20. GENERAL PROVISIONS
20.1 No delay or failure by the Company to exercise a right constitutes a waiver of that right.

20.2 These Conditions, together with any applicable auction-specific conditions, constitute the agreement governing participation in the Sale, subject to applicable law.

20.3 If any provision is found to be invalid or unenforceable, the remaining provisions continue in effect.

20.4 Neither party is liable for failure to perform an obligation caused by circumstances beyond their reasonable control, except for payment obligations, to the extent permitted by law.

ANNEXURE A – AUCTIONS EXPLAINED

Live In-Room Auctions

Open to the public and conducted at Art Leven, 104 Cathedral Street, Woolloomooloo NSW 2011, Australia, unless an alternative venue is advertised.

Hybrid Auctions

Conducted live by the Auctioneer without an in-room audience. Bidding takes place remotely by telephone, absentee or online. Buyer Parity applies, with no additional online bidding fees charged by Art Leven.

Priority Bidding

Priority Bidding is available to absentee, telephone and in-room bidders who submit binding Cover Bids at least 48 hours before the auction and are confirmed by Art Leven.

A Cover Bid guarantees purchase at the reserve price should no higher bid be received. It is not automatically entered as a live auction bid unless an absentee bidding form has been submitted.

Qualifying Priority Bidders receive a reduced Buyer's Premium of 15% (plus GST) on nominated Lots.

Where multiple Cover Bids are submitted for the same Lot, the first Cover Bid accepted by Art Leven takes precedence if no higher bid is received.

Priority Bidding is not available through online bidding services.

ART LEVEN
104 CATHEDRAL STREET
WOOLLOOMOOLOO
NSW 2011

tel: +61 (0)2 9300 9233
auction@artleven.com

ATTENDEE BID FORM

(Mr/Mrs/Ms/Miss) Full Name

Business Name (if required)

Address

City State Postcode

Country

Telephone/Mobile Email

ONLINE ATTENDEE FORM

By registering to bid in the auction room, I acknowledge that I will be issued with a bidder paddle number for use during the sale. I authorise Art Leven (formerly Cooee Art Pty Ltd) to record all bids made under this paddle number as binding offers to purchase. The 17 November 2026 auction is open to the public and held at Artspace - The Gunnery 43/51 Cowper Wharf Roadway Woolloomooloo NSW 2011

If successful, I agree to purchase the lot(s) at the Hammer Price, plus Buyer's Premium. The hammer price is the final bid accepted by the auctioneer, and the fall of the hammer signifies the completion of the sale, at which point full responsibility for the lot passes to the buyer.

All bids are in Australian dollars and exclude the Buyer's Premium. A Buyer's Premium of 25% (including GST) will be added to the hammer price of each lot. Where a binding (at the reserve price only) Priority Bid has been submitted at least 48 hours prior to the commencement of the auction, and I have been confirmed as a Priority Bidder, a reduced Buyer's Premium of 15% (excluding GST) will apply. I understand that bidding is conducted in set increments at the discretion of the auctioneer, and that bids must be made clearly by raising my paddle and acknowledged by the auctioneer to be valid.

I acknowledge that all bids are final and cannot be withdrawn. Following the auction, an invoice will be issued, and payment is required within four (4) business days. Accepted payment methods include electronic bank transfer, eftpos, credit card (subject to surcharge), or cheque (subject to clearance). I further acknowledge that Art Leven is not liable for any errors in the execution or recognition of bids made in the auction room.

☐ I confirm that I have read and understood the Terms and Conditions of Business available at Art Leven

Signature (required) Date

TELEPHONE BID FORM

ART LEVEN
104 CATHEDRAL STREET
WOOLLOOMOOLOO
NSW 2011

tel: +61 (0)2 9300 9233
auction@artleven.com

(Mr/Mrs/Ms/Miss) Full Name

Business Name (if required)

Address

City State Postcode

Telephone/Mobile 1 alternate numbers - listed in order of preference

Telephone/Mobile 2 Telephone/Mobile 3

Email

☐ Terms Agreed

Signature Date

☐ PRIORITY BIDDER

Form must be received by Art Leven no later than 48 hours before the auction begins

	LOT NO.	ARTIST/TITLE	COVER BID *
1			
2			
3			
4			
5			
6			
7			

By signing this form, I authorise Coo-ee Art Pty Ltd, trading as Art Leven, to contact me by telephone during the specified auction and to bid on my behalf for the listed lot(s). All bids will be executed at the lowest possible price.

To qualify as a Priority Bidder, cover bids must be submitted at least 48 hours before the auction start time. These cover bids are binding (at the reserve price only); however, bids may be increased via telephone beyond the cover bid amount and will still qualify for the reduced Buyer's Premium. I acknowledge that if I miss this cut-off, the above bids will be treated as Telephone bids only, and the full Buyer's Premium will apply.

If successful, I agree to purchase the lot(s) at the Hammer Price, plus the Buyer's Premium, in accordance with the Conditions of Sale outlined in the auction catalogue and online. All bids are in Australian dollars and exclude Buyer's Premium.

Telephone Bids must be submitted at least four (4) hours prior to the auction. All bids will be confirmed by phone or email; if confirmation is not received, it is my responsibility to contact the gallery.

I acknowledge that Art Leven provides telephone bidding as a courtesy and is not liable for any errors, technical failures, or inability to reach me during the auction. If I cannot be reached, Art Leven may execute bids up to the specified Cover Bid on my behalf.

(Mr/Mrs/Ms/Miss) Full Name

Business Name (if required)

Address

City State Postcode

Telephone/Mobile 1 alternate numbers - listed in order of preference

Telephone/Mobile 2 Telephone/Mobile 3

Email

☐ Terms Read

Signature Date

ART LEVEN
104 CATHEDRAL STREET
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auction@artleven.com

ONLINE FORMS

ABSENTEE BID FORM

☐ PRIORITY BIDDER

Form must be received by Art Leven no later than 48 hours before the auction begins

	LOT NO.	ARTIST/TITLE	MAX BID*- *
1			
2			
3			
4			
5			
6			
7			

By signing this form, I authorise Coo-ee Art Pty Ltd, trading as Art Leven, to bid on my behalf at the specified auction for the listed lots, up to and including the indicated Cover Bid. Bids will be executed at the lowest possible price.

If successful, I agree to purchase the lot(s) at the Hammer Price, plus Buyer's Premium. I confirm that I have read and accept the conditions of sale outlined in the auction catalogue and online.

Bids are in Australian dollars and exclude buyer's premium. Absentee Bids must be submitted at least four (4) hours prior to the auction. All Absentee Bids will be confirmed by phone or email; if confirmation is not received, please contact our office.

To qualify as a Priority Bidder, cover bids must be submitted at least 48 hours before the auction start time. These cover bids are binding (at the reserve price only). I acknowledge that if I miss this cut-off, the above bids will be treated as Absentee bids only, and the full Buyer's Premium will apply.

I acknowledge that Art Leven offers this service as a courtesy and is not liable for any errors. For Telephone Bids, the Cover Bid Price may be used if I cannot be reached.