



FORMERLY  
COOEE  
ART

# BUYERS AGREEMENT

This notice is addressed by Coo-ee Art Pty Ltd T/A Art Leven to any person who may be interested in a Lot, including registered Bidders and potential Bidders (including any eventual Buyer of the Lot).

## 1. OUR ROLE

In its role Art Leven acts solely for and in the interests of the Seller. Our job is to sell the Lot at the highest price obtainable at the Sale to a Bidder.

## 2. DESCRIPTION OF GOODS

The Seller and Art Leven warrant that the goods are as described in the catalogue and that the seller has clear title to the works that they are offering for sale.

## 3. LOTS

Lots are sold to the Buyer on an "as is" basis, with all faults and imperfections. It is your responsibility to examine any Lot in which you are interested.

## 4. DESCRIPTIONS OF LOTS AND ESTIMATES AND CONDITION

Estimates are printed beside the Entry in the catalogue. They are an expression of Art Leven's opinion of the range where Art Leven thinks the Hammer Price for the Lot is likely to be; it is not an Estimate of value.

In respect of most Lots, we will produce a Condition Report regarding the Lot's physical condition upon request. Art Leven is not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. Notwithstanding the aforementioned we undertake to prepare any Condition Report honestly, with integrity, and in good faith.

## 5. BIDDING

We do not accept bids from any person who has not completed to our satisfaction the Registration and Bidding Form. In addition anyone intending to place bids by telephone must apply for and complete a Telephone Bidding Form before the Sale. If you intend to bid through a third-party site (on-line aggregator) you must register your intention to do so and warrant that the information you provide is true and accurate. In all cases you must provide proof of identity, and your intended method of payment.

## 6. REGISTRATION

We may refuse entry and registration to our Website and our Sale and expressly reserve the right not to grant a Paddle to any applicant.

## 7. WINNING BIDS

The Buyer will be the Bidder who makes the highest bid for any Lot providing this bid equals or exceeds the Reserve set prior to the sale by the seller as per their contract with Art Leven.

## 8. 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 on lots.

## 9. TAX

Goods and Service Tax will be charged only on the Buyer's Premium, save for cases where the artwork is owned by a GST registered entity (e.g. a registered company or superannuation fund). Artworks owned by GST registered entities will be displayed in the Sale Catalogue with a Dagger alongside the Lot Number. This symbol indicates that a work of art is subject to GST and therefore GST is applied to both the Hammer Price and the Buyer's Premium.

## 10. PAYMENT

As a buyer you must ensure that you have readily available funds to pay the Purchase Price and the Buyer's Premium to us in full before making a bid for the Lot. If you are a successful Bidder, payment must be made no later than the end of the second working day after the Sale so that all sums are cleared by the seventh working day after the Sale.

## 11. COLLECTION/DELIVERY/STORAGE

The Buyer is responsible to organise the Delivery of the Lot. Art Leven will provide the Buyer with a list of courier companies but will not organise or take responsibility for the delivery of artworks. Art Leven will not release the artwork until the invoice has been paid in full. (unless we have made a special arrangement with the Buyer). Storage Fees may be charged for items that have not been collected after 7 days of the sale at a rate of \$5 per Lot per day.

## TERMS

"Auction" means any auction Sale taking place in Australia

"Bidder" a person who has completed a Bidding Form in person or online.

"Bidding Form" our Bidder Application Form, or any Absentee or Telephone Bidding Form filled out electronically or by hand and delivered to us as a notice.

"Buyer" the person to whom a Lot is knocked down to by us. The Buyer is also referred to in the Contract for Sale and the Buyer's Agreement by the words "you" and "your".

"Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

"Catalogue" the online collection of Lot descriptions on our Website relating to the relevant Sale.

"Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Art Leven on behalf of the Seller.

"Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, Estimated selling price (including the Hammer Price).

“Estimate” a statement of our opinion of the range within which the hammer is likely to fall. Such definition extends, where applicable to a Upper and Lower Estimate, where each shall respectively represent the upper and lower bounds of any Estimate we provide.

“Art Leven”, a company registered and managed in Australia, or its successors or assigns. Art Leven is also referred to in the Buyer’s Agreement, the Conditions of Business and the Notice to Bidders by the words “we”, “us” and “our”.

“Hammer Price” the price which the auctioneer accepts as the final bid in \$AUD.

“Lot” any item consigned to Art Leven with a view to its Sale at auction or by Private Treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for Sale as one Lot or intended to be).

“Seller” the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Art Leven or not),