

## TERMS & CONDITIONS FOR PURCHASE OF ARTWORK

### 1. Sale and purchase of the Work

- 1.1. The Artist agrees to sell the work commissioned by the Purchaser (Work) to the Purchaser, and the Purchaser agrees to buy the Work from the Artist for the agreed price (Price) on the terms of this agreement.
- 1.2. The Price is the agreed amount between the Artist and the Purchaser for the Work, framing and delivery costs if applicable.
- 1.3. Cost of framing will vary depending upon choice, quality of frame and handling fees.

### 2. Delivery

- 2.1. The Work upon completion by the Artist must be collected by the Purchaser or the Purchaser is to make arrangements to collect the works at their cost within 14 days of notification of completion. The Artist may arrange delivery on behalf of the Purchaser by prior arrangement.

### 3. Payment

- 3.1. Payment of the Price is by cash or EFT and is payable prior to collection or delivery of Work.
- 3.2. The Purchaser must pay the Artist the Price within 14 days of notification of completion of the work.

### 4. Goods and Services Tax

- 4.1. The parties agree that all amounts payable under this agreement are exclusive of Goods and Services Tax (GST).

### 5. Representation and warranty

- 5.1. The Artist represents and warrants that the Artist owns all rights, including copyright, in the Work.

### 6. Transfer of ownership of the Work

- 6.1. Title to the Work passes to the Purchaser when the full Price is paid to the Artist by the Purchaser.

### 7. Copyright and moral rights; Resale of the Work

- 7.1. The Artist retains all intellectual property, including all copyright, in the Work. Without limiting this, the Purchaser must not reproduce the Work or let anyone else reproduce the Work without the Artist's prior written consent.
- 7.2. The Purchaser will comply with the moral rights provisions contained within the *Copyright Act 1968 (Cth)* in relation to the Artist's moral rights in the Work, being the right of the Artist:
  - a to be named as the Work's creator (*the right of attribution*);
  - b not to have his/her work (falsely) attributed to another (*the right against false attribution*);
  - c to protect his/her work from unauthorised alteration, distortion or other derogatory treatment that prejudices his/her honour and reputation (*the right of integrity*)
- 7.3. If the Purchaser sells the Work to a third party during the term of the Artist's copyright in respect of the Work, the Purchaser agrees to pay the Artist or the Artist's estate a resale royalty:
  - a in accordance with any applicable artist's resale royalty scheme in effect under Australian law at the time of such sale; or
  - b if Australian law does not provide for such a royalty at the time of sale, in an amount of 5% of the sale price exclusive of GST up to a maximum amount of \$20,000.

### 8. Access to the Work

- 8.1. Without limiting any rights that the Artist may have under Australian law, if the Purchaser intends to destroy the Work, or is aware that the Work may be destroyed, the Purchaser must use the Purchaser's best efforts to give the Artist a reasonable opportunity to document or remove the Work or both, at the Artist's choice. If the Artist asks the Purchaser to return the Work, the Purchaser will use the Purchaser's best efforts to return the Work, or arrange for the Work to be returned, at no cost to the Artist.