



## **PADDINGTON ART PRIZE CONDITIONS OF SALE**

ABN 39 820 387 186

E: [info@paddingtonartprize.com.au](mailto:info@paddingtonartprize.com.au)

The purchaser named herein (the Purchaser) agrees to purchase from The Paddington Art Prize the works of art described herein (the goods) upon the following terms and conditions and no others. PROVIDED THAT any amendments or alterations to such terms and conditions shall apply if and only if such amendment or alteration is authenticated by a duly authorized officer of The Paddington Art Prize.

1. The purchaser acknowledges that he/she/they has/have inspected the goods and frame, if any, and that he/she/they accept them in their present condition and state of repair.
2. Title to the goods will not pass to the Purchaser until the total purchase price (hereinafter referred to as 'the price') including merchant processing fees (where applicable) has been paid by the Purchaser and received by The Paddington Art Prize, whereupon the title to the goods shall pass to the Purchaser.
3. Once the artwork has been paid in full the Purchaser has Title over the purchased artwork and takes full responsibility for the artwork and its insurance against loss or damage.
4. In person payments for the goods shall be by credit/debit card, direct bank transfer, cash or bank cheque in favour of The Paddington Art Prize PROVIDED THAT in the event that The Paddington Art Prize in its absolute discretion shall accept a personal cheque in such payment, then payment shall not be deemed to have been effected by the Purchaser or received by The Paddington Art Prize until the proceeds of such personal cheque have been cleared upon presentation. Online payments for the goods shall be made by credit/debit card through the Stripe payment gateway provided through the Online Exhibition platform. The online purchaser may contact The Paddington Art Prize to arrange alternate payment methods via the Enquiry Form available on the Online Exhibition platform.
5. The Purchaser will be responsible for the full delivery cost of the Artwork Transport, which will be in addition to the artwork price. Upon purchase, an officer of the Paddington Art Prize will be in contact with the Purchaser to get delivery details in order to facilitate a quote for delivery of said artwork. The Purchaser is responsible for booking delivery day/time directly with the quoted Artwork Transport provider and for paying the delivery fee directly to said Artwork Transport provider.
6. Unless and until the Price has been paid in full in accordance with these conditions or upon any default to these conditions, The Paddington Art Prize shall be entitled at any time to stop the goods in transit and to resell the goods elsewhere.



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7. Artworks purchased online or in person during the current exhibition period, must be paid in full before the end of the exhibition period, and artwork pick up/delivery arranged at the specified day/time at close of that current exhibition (relating to in-person physical exhibitions) and as soon as practicable for Online only exhibitions.
8. Where a deposit of 25% of purchase price has been paid, the balance of the Price, including merchant processing fees (where applicable) shall be paid by the end of the current exhibition period.
9. The Purchaser acknowledges that payment in accordance with the provisions of the preceding Condition 7 shall be an essential term of this agreement and that in the event of default The Paddington Art Prize shall by notice in writing served on the Purchaser be entitled to forfeit any deposit paid hereunder and to terminate this agreement and thereafter to recover the goods and resell as the Owner without obligation to account to the Purchaser for the price obtained on resale, if any.