

# THE ORIGINAL ART SALE 2012

## TERMS AND CONDITIONS

### Conditions of Entry

1. Artists must apply online or by post and send sample photos of previous artworks on or before 16 March 2012.
2. All artwork must be original and must be for sale.
3. The media which will be accepted to the Competition are: oil painting, watercolour, mix media, pastel, pencil, photography and other media in 2D.
4. All artwork can only have a maximum length of 1.5m at any given side. Any art works with one side longer than 1.5 meters can only be entered by specific permission from The Original Art Sale.
5. All art must be priced \$100-\$5000 inclusive of GST.
6. A maximum of four ( 4 ) artworks per artist will be accepted.
7. All artwork produced in New Zealand must be submitted by the artist themselves or by their representative.
8. No reproductions of any sort will be accepted.
9. Closing date for registration is 5.00pm 16 March 2012.
10. Delivery of artwork must be made between 10am and 2pm, 7-14 May 2012, to The Original Art Sale, TelstraClear Pacific Events Centre, 770 Great South Road, Manukau City.
11. All artwork delivered by courier must be received by 11 May 2012.
12. All artwork (other than sculpture) must be ready to hang. No crafts will be accepted.
13. All artwork must be delivered wrapped (completely covered) in bubble wrap in cardboard or wooden boxes.
14. Limited edition prints may be accepted. Prints must record the number of prints produced from the original (ie 3/20).

### The Selection Process

Photographs of previous artworks must be submitted along with the registration between 18 November and 16 March 2012. The right to apply will close at 5pm 16 March 2012.

The Original Art Sale reserves the right to accept or reject any applicant for whatever reason and their decision is final.

A maximum of up to 350 artists will be accepted to display up to 4 artworks each.

### Successful Applicants

Delivery of Art for Inclusion in the Sale:

To be included in the Sale all successful applicants must deliver their artworks with the completed Entry Contract between 10am and 2pm, 7-14 May 2012, by hand to The Original Art Sale, TelstraClear Pacific Events Centre, 770 Great South Road, Manukau City. All artwork delivered by courier must be received by 11 May 2012. If the artist no longer intends to enter artworks in the sale the artist is required to notify The Original Art Sale via letter, email or telephone.

**Notification**

All applicants will be notified about the results within 5-7 business days of successful application via email, letter or telephone.

Application photographs will not be returned.

The Application fee is not refundable. The artist can enter the number of paintings advised by the adjudicator, but no more, and must give The Original Art Sale an indication of the approximate number of pieces likely to be supplied.

**Labeling & Entry Requirements:**

- A completed and signed Entry Contract must be included with the delivered works.
- The signed Entry Contract warrants that the Terms & Conditions have been read and accepted
- Each individual work must have the artist's name, address, medium and the title of the work on the back of each artwork
- Each artwork must be individually titled to be clearly differentiated. i.e. we will not accept 'sunset 1, sunset 2, sunset 3' etc.
- All artwork (other than sculpture) must be ready to hang (with string, hooks or other device, which can be hung from a picture hook, mounted on the back).
- No crafts will be accepted.
- Works in 2 or more parts (diptychs etc), which are intended to be sold as one work, must be clearly marked on the back with number 1, 2 etc to indicate the hanging order, from left to right.
- Works in 2 or more parts, which is intended to be sold as one work, must be priced as one work. Artworks not accompanied by the required labeling, not ready to hang or without a correctly completed contract cannot be entered in the Sale.
- Art works must be delivered wrapped (all sides, edges and corners covered) in bubble wrap or cardboard, or in cartons or in wooden boxes.
- The Original Art Sale will handle the artworks with the best possible care. However, it is not responsible for any damage to the artworks caused whilst in transit to and from The Original Art Sale.

**Commission & Payment:**

There is an application fee of \$45. This fee is non-refundable.

There will be no hanging fee.

The Original Art Sale will retain a 30% commission on all artworks sold.

The Original Art Sale is only acting as an agent. The applicant will receive a cheque for all art sold for or on behalf of that applicant (less 30% commission inclusive of GST) within four to six weeks of the closing date of the art sale.

Payment cheques not banked by artists within 6 months of issue will not be replaced.

**Tax:**

All prices are inclusive of GST (if any). The Original Art Sale is acting only as an agent for the applicant and accepts no responsibility or any liability for any GST or income tax payable on the 70% of the sale price of artwork as paid to the applicant. Such liability for the same shall be the sole responsibility of the individual artist/applicant.

**Insurance:**

Whilst in transit to and from The Original Art Sale the artist is responsible for insurance of artwork. Once the artwork is in the possession of The Original Art Sale it will be insured by The Original Art Sale. If the work is not sold this insurance policy will extend to the time and date at which the work is collected by or on behalf of the artist including collection by courier, or until 27 May 2012, whichever date occurs first. Insurance claims by artists must be made within 14 days of the unsold work being returned to/picked up by the artist. Insurance on sold artwork becomes invalid from the time of payment by the purchaser.

**Collection of Unsold Works:**

You will be notified if your work did not sell by 5pm 22 May 2012. Once notified the artist must collect unsold artwork from The Original Art Sale Ltd, TelstraClear Pacific Events Centre, 770 Great South Road, Manukau City between 10am and 2pm, 24-27 May 2012.

Artists, who cannot collect unsold artworks in person, must enclose prepaid courier tickets with their Entry Contract at the time of delivery of their works. Any tickets not used will be returned to the artist. If a person other than the artist is to collect unsold works, the name of that person must be given to the Sale organisers in advance of the works being collected.

Artists are to ensure the courier tickets supplied for the return of any unsold art are the correct tickets for the delivery distance required. i.e. if you require unsold art to be delivered to a rural delivery address please ensure the rural delivery tickets are used.

Artworks with insufficient courier tickets will remain at The Original Art Sale until the artist makes arrangements for the collection of artwork.

The Original Art Sale Ltd undertake to return any wooden boxes sent in by artists, but cannot guarantee to return art works in the same cartons or wrappings of other kinds, in which art works were delivered.

Artworks not collected by 5pm 27 May 2012 will become the property of The Original Art Sale Ltd and will be donated to a NZ based charity, school, hospital or hospice.

Please Note –

**APPLICANT'S WARRANTIES & OBLIGATIONS:**

1. The applicant warrants to The Original Art Sale Ltd and any purchaser of the art that:
  - a. The applicant is the artist or artist's gallery representative and sole owner of the artwork and has power to pass title to the purchaser free of any security interest or encumbrances.
  - b. The artwork is the work of the stated artist and is original.
  - c. The applicant has no reason to believe that there is any possible claim relating to the artwork, which would affect or prevent its sale.
2. The applicant agrees The Original Art Sale Ltd can charge the applicant a commission based on 30% (inclusive of GST) of the purchase price (inclusive of GST if any) for the artwork sold on behalf of the applicant and such commission can be retained or deducted from the purchase price paid for the artwork.

**OBLIGATIONS AND LIABILITY OF THE ORIGINAL ART SALE LTD ("the Company")**

1. The Company will not be liable to the purchaser for:
  - a. any statement or warranty made either by the company or the artist/applicant,
  - b. any warranty of title or freedom from encumbrances,
  - c. any missed description or errors in condition, state or quality of the artwork.
2. The Company will not be liable to the applicant / artist:
  - a. directly or by indemnity for any of the matters referred to in 1 except where the breach, or other wrong, was deliberate and without authority or assistance by the applicant / artist.
  - b. For any failure to collect the purchase price for the artwork, if the work remains unsold.