

## Terms and conditions

### LETHBRIDGE GALLERY AUCTION

#### Helpful advice to sellers:

- Keep your reserve low
- Make sure you have documentation of provenance.
- Update the frame if it is outdated, this will add value and appeal.
- Marks, cracks, mould etc. should be repaired by a restorer to ensure artwork is in its best condition.

#### Terms and conditions:

1. **Commission** an additional 18% buyer's premium (19.8% including GST) will apply on the hammer price for each artwork
2. A \$33 administration fee applies to each artworks accepted to feature in the auction
3. Artwork must be owned by the person consigning works or written authority from owner.
4. Seller should have documentation of purchase (or provenance). Please notify us if documentation is absent and options can be discussed after entry is accepted.
5. Artworks must be submitted via email. Sellers will be asked for the details such as:
  - the artist name
  - artwork details such as size and medium
  - an optional statement about the artwork
  - history of the artwork
  - JPEG image of the work
6. The auction is open to all forms of 2D and 3D artwork including all paint mediums, drawings, works on paper, limited editions, sculpture and photography.
7. A 2% fee will be taken if sold using the gallery credit card facilities and will be deducted when money is transferred.
8. Artworks are to be delivered to:

Lethbridge Gallery  
136 Latrobe Terrace,  
Paddington, Qld, 4064
9. Delivery of artworks to the gallery is the responsibility of the seller.
10. Insurance – Reasonable care will be taken by the gallery in handling the artwork however the gallery will not be held responsible for any loss or damage whatsoever caused to any work while in its custody. Insurance for the artwork during the exhibition and in transit remains the responsibility of the seller. High value artworks will be insured on a piece by piece basis at reserve while in the gallery.
11. The gallery will not be held responsible for damage occurring from unfit hanging wire, D Rings or other hanging system that accompanies the artwork. This is held to be the responsibility of the owner.
12. Exhibition will be open to the public during normal gallery hours for one week before the auction

13. At the conclusion of the auction, all unsold artworks must be collected from Lethbridge Gallery, 136 Latrobe Terrace, Paddington, Qld between 10am and 6pm on the second Tuesday after the close of the auction. Artworks from interstate and overseas will be repacked and dispatched as soon as possible after the close of the exhibition if appropriate arrangements have been made by the seller at their expense.
14. If an artwork is sold before the day of the auction or after the auction is finalised, the regular 25% commission will be charged upon sale. The pre-auction price will be discussed with the seller before a sale is made.
15. All unsold artworks which are kept in the gallery Secondary Market after the auction is finalised will incur a 25% commission fee upon sale. The Secondary Market price will be the reserve + 25% unless otherwise discussed.
16. Payment to sellers for sold work will be processed within 30 days of the closure of the exhibition.
17. All Resale Royalties are the responsibility of the seller. By selling artwork through the Lethbridge Art Auction, sellers acknowledge and understand their legal obligations under the Resale Royalty Right for Visual Artists Act 2009.  
If the seller doesn't comply with the Seller's legal obligations under the Resale Royalty Right for Visual Artists Act 2009, the gallery may be obligated to provide the seller's name and contact details to CAL.