



Terms and Conditions | Open Access

Last reviewed: August 2020 (COVID-19)

General All users must treat each other, the staff, site, neighbours and local area with respect and work in line with SSW's Shared Values Statement (available: ssw.org.uk/about).

Booking Open Access dates will be confirmed via the user's provided email address by SSW's Programme and Communications Manager in advance of the Open Access period.

Users will be required to complete an Arrival & Registration form and EDI Monitoring form prior to their arrival at SSW.

Your space on Open Access will be reserved upon receipt of the Arrival and Registration form by SSW's Programme and Communications Manager.

COVID-19 Scottish Sculpture Workshop has put in place enhanced measures to protect our users and staff from COVID-19. These measures have been developed in line with:

- Scottish Government, Coronavirus (COVID-19): Guidance for creative studios and shared workspaces.
- Health Protection Scotland, Core COVID-19 Information and Guidance for General (Non-Healthcare) Settings, version 4.5.

Prior to your visit we will provide you with a COVID-19 at SSW Information Pack which details these measures and guidelines.

By participating in Open Access you are consenting to the guidelines and measures set out in the SSW COVID-19 Information Pack and agree to abide by them while on site at SSW. Scottish Sculpture Workshop will not be held liable for any exposure to COVID-19 or related harm.

Payment All Open Access costs are offered in pounds sterling (£). Prices quoted are inclusive of VAT. We are registered for UK VAT. Our registration number is 384 8603 20.

Invoices for Open Access fees will be issued within 30 days of booking confirmation.

Any disputes about invoices must be raised within one week of the invoice issue date. The Director will make the final decision in case of any dispute. When accounts become overdue by 30 days or if we

cannot make contact with the account holder in this time, we reserve the right to refer overdue accounts to a Credit Collection Agency.

All accounts must be settled in pounds sterling (£).

Cancellation

These cancellation details have been updated to reflect a change in wider circumstances due to COVID-19.

This is an uncertain time and despite the protections we have put in place on site, there is a greater chance than usual that we may need to cancel your booking at short notice. If we have to cancel due to COVID-19 or for any other reason we will refund 100% of the Open Access cost if it has been paid prior to attendance.

In all instances of cancellation by SSW we will endeavour to contact users with as much notice as possible, using the contact details provided by the user on booking.

If you are unable to attend because you are self-isolating or ill from COVID-19, or for any other reason then please let us know as soon as possible via email (admin@ssw.org.uk) or telephone. We will reschedule your open access in the first instance and if this isn't possible we will refund 100% of the booking cost, if it has been paid prior to attendance.

Scottish Sculpture Workshop is not responsible for any cancellation or amendment costs associated with travel or accommodation in the instance of cancellation by either party for any reason. Your travel and accommodation arrangements are subject to the terms and conditions of the travel / accommodation company / operator through which you have booked it.

Users are encouraged to buy flexible, refundable tickets and to purchase insurance which covers your trip.

Closedown

In the instance of a suspected or actual case of COVID-19 at SSW you agree to abide by Scottish Government guidelines on self-isolation and testing.

If you are asked to leave the site or self-isolate as part of a 'closedown' we will offer a proportional refund against restricted workshop access only.

If you are residential on site and required to self-isolate at SSW for additional nights beyond your initial Open Access period, this will be free of charge. SSW will not cover or be liable for any additional costs related to self-isolating at SSW.

Travel

Users must book their own travel to and from SSW. There is information on travelling to SSW on the contact page of our website and in the SSW Welcome Pack.

Accommodation

If Open Access is booked to include accommodation at Scottish Sculpture Workshop, one private room will be offered per booking either on site at SSW or at No. 17 (our communal house 2 minutes from the SSW site). Residential users agree to abide by the site rules at all times and will undertake and sign a site induction form on arrival.

If by error, accommodation is not available at SSW despite being booked by a user, the user will be contacted in the first instance and a refund offered for the proportional cost of accommodation. If unavailability of accommodation makes it impossible for the user to attend Open Access then a full refund for the course cost will be issued.

In some instances alternative accommodation available in the local area may be suggested. SSW is not responsible for booking other accommodation and will not take liability for any experience or cancellation of alternative accommodation.

Guests

Due to COVID-19 users may not have guests for short visits.

Families

SSW has two 'family rooms' and endeavours to support users with dependents to access SSW. Users must inform SSW Programme and Communications Manager in advance of confirming their booking if they plan to visit SSW with their family. If this is possible the user's family will be welcomed in line with the guest terms and charges below.

If the user's family are sharing the users' private room they can visit at no extra charge. If a family requires additional rooms, the user will be charged per room per night based on the current rate. This is available on request to the SSW office.

Children under the age of 18 must be supervised on SSW premises at all times by a user or guest carer.

The user is responsible for ensuring their family abides by SSW's COVID-19 measures, general site rules and acts in line with our shared values statement.

Personal Care Assistants

SSW endeavours to support users with Personal Care Assistants (PCA) to access SSW where possible. Users must inform SSW Programme and Communications Manager in advance of confirming their booking if they intend to visit SSW with the support of a PCA. If this is possible the user's PCA will be welcomed at no additional cost, except where the PCA also plans to use the workshops. In this instance the PCA will also be charged as an Open Access user.

Pets and service animals

Service animals are welcome at SSW within the main building, accommodation and ceramics workshop. Unfortunately we cannot welcome service animals into the foundry, wood or metal workshops.

The staff team regularly brings their pet dogs to work. If you dislike dogs, have a fear or allergy please let a member of staff know and we will arrange for alternative dog-care. Due to there being dogs on site regularly we cannot welcome any other pets (including dogs) to SSW, except service animals.

Property

All users will respect the property (buildings, fittings, furnishings) of SSW and of other users, and will ensure that all private and shared spaces are left in the condition in which they were found following the residency period.

Any work, equipment or materials whether completed or in process, left on SSW premises at the end of the residency period will be deemed to be donated to the organisation unless otherwise agreed by the Senior Technician. Any work, equipment or materials deemed to be donated to the organisation will be reused, recycled or disposed of at the discretion of the Senior Technician. Any work, equipment or materials, whether completed or in process, or motor vehicles, can only be left on the premises in the absence of its owner with written permission from the Director advised by the Senior Technician.

Personal possessions, including materials, works and equipment, are brought to, left and used on the premises at the user's own risk and SSW is not liable for any loss, theft or damage. The organisation provides no insurance for work, equipment or materials belonging to any user.

Users will adhere to legislation in respect of the copyright of any and all work, ideas, images or other material.

Users are liable for any costs incurred by damage to SSW's property (buildings, fittings, furnishings) through lack of care or malicious intent. Any such charges will be decided by the SSW Director and added to a user's account for payment in line with invoice payment terms.

Users agree to abide by the Countryside Code and to respect the village of Lumsden, its inhabitants and surrounding areas.

Health and Safety

All site users will abide by the General Site Induction. This will be given within 24 hours of arrival at SSW and users will be required to sign an Induction agreement.

Your safety is of the utmost importance and we take great care to demonstrate safe techniques and processes. Users will not use tools or equipment on site at SSW without an induction by a SSW Technician. Users agree to abide by the inductions and SSW Health and Safety Policy, and to follow the instruction of the technician at all times.

If a user brings their own tools this is at their own risk. Users must notify a Technician in advance if they plan to bring power tools on site. Any power tools must hold a valid and in-date PAT test and may only be used while there is a Technician on site. SSW reserves the right to

refuse use of personal tools on the SSW site in line with the SSW Health and Safety policy.

The foundry, forge, wood and metal workshops have a no lone working policy and users are requested to notify a technician of their working in these workshops. There will be no working in the foundry, Red Shed or forge when there is no technician on site.

SSW will not be held responsible for any injury or death that takes place through unsafe practice by a user, in opposition to the above terms and the SSW Health and Safety policy.

Materials

A general Materials List will be made available on arrival or by request to SSW Programme and Communications Manager prior to arrival. The cost of any material or consumable not included on the materials list is available by request to the SSW Arts Administration Assistant.

All users are required to keep an up to date 'materials sheet'. These are available from the SSW office. All materials and consumables used by users must be logged on the materials sheet, and the sheets must be returned to the SSW office prior to departure.

SSW reserves the right to estimate material and consumable usage, or amend materials sheets if the material sheet is returned incomplete, illegible or incorrect.

Users will be invoiced for any materials or consumables used on residency following their residency period. Payment terms (30 days) apply.

If a user brings their own materials, a safety data sheet must be supplied in advance for the technical team to evaluate the safety of the material. SSW reserves the right to refuse use of a material or consumable on the SSW site in line with the SSW Health and Safety policy.

Users agree to follow the Technician's guidance and SSW Health and Safety policy in using all materials and consumables on site.

Medical

It is your responsibility to inform SSW in advance of your arrival about any medical conditions or allergies which may affect your participation in the residency. This is for safety reasons only and will be kept strictly confidential. Due to the nature of the facilities and processes used at SSW we need to ensure participation with said medical condition or allergy is safe. If the Senior Technician considers participation to be high risk then we may ask for a letter from a medical professional to outline a user's ability to participate in the residency/ process safely.

It is the user's responsibility to bring and have available any medication in sufficient quantity for the duration of your residency and additional in case of having to self-isolate at SSW.

Access

SSW is committed to providing an inclusive and welcoming workspace and seeks to overcome physical and social barriers. Our site access information is available on our website at www.ssw.org.uk/contact or available on request from SSW Programme and Communications Manager (jenny@ssw.org.uk).

Users are welcome to share an Access Support Plan with SSW Programme and Communications Manager prior to their residency period, or discuss this informally if desired. Please phone 01464 861372 or email jenny@ssw.org.uk.

Digital

Users making use of digital equipment at SSW (photographic, video, sound recording devices, computers, projectors etc) must act in accordance with the law.

In borrowing and making use of any digital equipment belonging to SSW, the user will be liable for any damage or loss incurred under their supervision.

Users will not remove or install any software on SSW computers or devices.

Documentation

Scottish Sculpture Workshop may use photographs, videos, profiles or stories, of work and/or users, for promotional, advertising, commercial, educational, research material and/ or archival purposes, among others. We will seek explicit, granular, consent for this from each user. Users have the right to deny and withdraw consent for documentation.

Consent gives SSW the right to edit and retouch documentation under the discretion of the SSW Programme and Communications Manager.

In giving consent for documentation to be captured and/or published of yourself and/or your work, you recognise that the circulation of such materials could be worldwide and there will be no financial compensation to you for this use. In giving consent, you are fully and without limitation releasing Scottish Sculpture Workshop for any liability that may arise from use of the documentation.

If using documentation provided by the user or captured by SSW and affecting a user, SSW will always include a credit line with relevant information and request this of external parties too.

Where possible, we will seek approval from the affected user for the finished content that the documentation will be used in connection with. The user understands that this will not always be possible, in which case SSW will seek to give relevant credit in the content.

Substitution

Scottish Sculpture Workshop has the right to substitute staff members or programme activities.

Our website

All attempts are made to ensure the information provided on www.ssw.org.uk at any time is accurate. We will not be held liable for

any errors or omissions. We will use all reasonable endeavours to correct errors or omissions as quickly as practicable after becoming aware or notified of these.

Law

These terms and conditions shall be deemed to be made in Scotland. All contracts made between Scottish Sculpture Workshop and the user shall be governed by Scots Law and any dispute arising therein shall be subject to the sole jurisdiction of the Scottish Courts.

Scottish Sculpture Workshop is a Charitable Company Limited by Guarantee, with Scottish Charity Number SC003223.

Final authority for the organisation, and in regard to the interpretation of these Terms and Conditions, rests with the Board of Trustees of SSW.

Authority to take action in respect of adherence to these Terms and Conditions, and adherence to other policies of SSW such as Health and Safety, is delegated to the Director and in their absence or incapacity, in turn to the senior member of staff on site.

Complaints

Any dissatisfaction with any aspect of Open Access can be addressed to Jenny Salmean, Scottish Sculpture Workshop, 1 Main Street, Lumsden. AB54 4JN or emailed to jenny@ssw.org.uk

Scottish Sculpture Workshop reserves the right to ask users to leave the site immediately in case of any of the above terms and conditions being disregarded. All costs incurred for the full residency stay will be due and payable immediately.