



Terms and Conditions | Ceramics Established Practice

Last reviewed: April 2021

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). Users agree to abide by the Ceramics Workshop rules at all times.

Subscription Your subscription begins on 15th of the month. Should you wish to cancel your subscription you are required to give one month's notice. Should SSW need to cancel your subscription we will also give you one month's notice. If you start your subscription mid-month you will pay for part of that month and then full months onwards. The last day of membership must coincide with the last day of the calendar month.

You are required to make use of the sessions offered under your subscription each month within the allocated period (one month). If you do not use the sessions included in your subscription each month, they cannot be carried forward to another month, used by another party or refunded.

SSW reserves the right to add, delete, suspend or modify the terms and conditions of this subscription agreement at any time without prior notice. Any changes will be effective immediately.

Subscription breaks

We can offer a subscription break of one month on a case by case basis if need is evidenced, for example additional caring responsibilities or illness. We cannot offer more than one subscription break per calendar year per subscriber. Subscription breaks must be agreed in writing and in advance.

Booking

Available Established Practice sessions will be released in a month's block online, 2 weeks before the start of the said month. You are required to book the sessions you would like to attend, up to your session allocation at any time throughout the month. Dates will be confirmed by email to your provided email address.

You will be required to complete an Arrival & Registration form and EDI Monitoring form prior to joining Established Practice at SSW and then annually at the beginning of each financial year (1 April).

You are required to use the online booking process provided unless you have access support requirements or do not have access to the internet. Booking and communication by telephone can be requested (see accessibility).

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 Established Practice 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

Established Practice costs £90 per calendar month. The total amount is payable on the 15th of the month by standing order. The subscription agreement and offer shall be reviewed on a regular basis.

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

If your circumstances change and/or you anticipate a delay with your subscription payment please contact us in advance and we will work with you to support your continued access, where possible.

If payments are not received within 5 working days of the subscription due date, and we have not heard from you in advance, your subscription will be cancelled and your access revoked.

Invoices will be issued for materials used during the sessions and firings for works made start to finish at SSW. Payment must be made within invoice terms of 30 days.

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 (£).

You are not entitled to sub-let or lease your subscription to another party.

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 sessions at short notice. If we have to cancel sessions due to COVID-19 or for any other reason we will seek to reschedule your access within the calendar month. If this isn't possible for any reason we will refund the proportional cost of the cancelled sessions in your subscription – e.g. if one session you are booked to attend is cancelled we will refund 50% of your month's subscription.

In all instances of cancellation by SSW we will endeavour to contact you with as much notice as possible, using the contact details provided upon joining.

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 telephone. We will offer options for you to reschedule your session.

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

You are encouraged to buy flexible, refundable tickets if travelling by public transport.

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.

Travel

You must organise your 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.

Personal Care Assistants

SSW endeavours to support users with Personal Care Assistants (PCA) to access SSW where possible. You must inform SSW Programme and Communications Manager in advance of joining Established Practice if you intend to visit SSW with the support of a PCA. If this is possible your 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 required to join Established Practice.

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 spaces are left in the condition in which they were found following the session.

We will ask you to make good any mess following your session via email to your provided email address. If you cannot return to tidy/clean up within the designated time period, you will incur a £30 cleaning charge.

Any work, equipment or materials whether completed or in process, left on SSW premises outwith your allocated storage 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 resold, reused, recycled or disposed of at the discretion of the Senior Technician. Any work, equipment or materials, whether completed or in process, can only be left on the premises outwith

your allocated storage 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.

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

You 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 in your first session and you 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, SSW Health and Safety Policy and Ceramic Workshop rules and to follow the instruction of the technician at all times.

You are required to inform SSW of any faults in equipment or any unsafe practice observed while working in the ceramics workshop.

If you bring your own tools this is at your own risk. You must notify a Technician in advance if you 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.

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, the SSW Health and Safety policy, General Induction and Ceramics Workshop rules.

Materials

A general Materials List will be made available in your first session or by request to SSW Programme and Communications Manager prior to joining. The cost of any material or consumable not included on the materials list is available by request to the SSW Arts Administration Assistant. SSW reserves the right to review material prices regularly.

All users are required to keep an up to date 'materials sheet'. These are available from the SSW office. All materials and consumables you use must be logged on the materials sheet, and the sheets must be returned to the dedicated drawer in ceramics on leaving.

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

You will be invoiced for any materials or consumables used in your sessions up to 30 days after the subscription month. Payment terms (30 days) apply.

If you bring your 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.

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

Firings

Established Practice users are entitled to subscriber's rates for firings, for work made start to finish at SSW. Work made outside SSW must be fired using our Firing Service.

The Ceramics workshop is a shared resource and as such firing timelines will fluctuate depending on the volume of work being produced by all users. We cannot guarantee firing of work produced in Established Practice within any predetermined timescale, however we will endeavour to complete firings on a regular basis. If you require work to be fired within a specific timescale this should be discussed with the Ceramics Technician, giving at least 2 weeks notice.

Established Practice subscribers must not produce items in excess of what can be stored in their allocated storage space, during the Established Practice sessions. If excess items are produced these must be taken home and will no longer be eligible for the subscriber's firing rates.

Medical

It is your responsibility to inform SSW in advance of joining about any medical conditions or allergies which may affect your participation in the Established Practice sessions. 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 sessions safely.

It is your responsibility to bring and have available any medication in sufficient quantity for the duration of your session.

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 joining Established Practice in order for us to ensure a welcoming and supportive space for you to work. Please phone 01464 861372 or email jenny@ssw.org.uk.

Documentation

Established Practice subscribers are committing to their practice and to positively promoting SSW both inside and outside of the workshop.

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. Technician holidays and toil will be covered by another member of the technical team. We cannot give notice of substitution to users.

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 Established Practice can be addressed to Sam Trotman, Scottish Sculpture Workshop, 1 Main Street, Lumsden. AB54 4JN or emailed to sam@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. In

this instance subscription will be terminated forthwith. All costs incurred in the breach of these terms and conditions will be due and payable immediately and items in allocated storage must be removed within 5 working days.