

Abe Ceramics – Open Studio Hire Terms and Conditions

These terms and conditions (the "Terms") apply to all Open Studio Hire bookings at Abe Ceramics (the "Studio"). "Open Studio Hire" means the Studio's independent practice sessions offered to eligible Participants, and does not include teaching or instruction unless otherwise agreed in writing by the Studio. References to "Open Studio" or "Studio Hire" in any communications shall be construed as references to Open Studio Hire.

In these Terms, "Participant" means any individual who books or attends an Open Studio Hire session, and "Work" or "Works" means any ceramic piece or pieces created, stored, or handled in connection with Open Studio Hire.

1. Eligibility

Open Studio Hire is available exclusively to current or former Abe Ceramics students who have completed at least one six-week course and have been approved by Studio staff.

Participants must be confident working independently in a shared studio environment.

Bookings made by ineligible Participants will be cancelled.

2. Availability and Scheduling

Open Studio Hire sessions are currently offered every Saturday from 10:00am to 3:00pm.

Access is limited strictly to the booked session time. Participants must arrive and depart within the scheduled session window.

The Studio may adjust Open Studio Hire availability due to classes, events, or operational requirements at its sole discretion. Participants will be notified in advance of their session via text message and/or email if there has been a change to session availability.

The Studio reserves the right to cancel or reschedule Open Studio Hire sessions due to unforeseen circumstances, including but not limited to studio maintenance, equipment issues, staff illness, or operational requirements. Where reasonably practicable, affected bookings will be refunded or credited at the Studio's discretion.

3. Studio Access

Where a staff member is not present to open or close the Studio, access will be provided via a secure lockbox available to Open Studio Hire Participants only.

Participants may be required to access the Studio using the lockbox. Participants will be sent an access code ahead of their scheduled session. This code will be changed regularly by the Studio for security purposes.

If a Participant is the first person to arrive, they are responsible for unlocking and opening the Studio. If a Participant is the last person to leave, they are responsible for turning off all lights, securely locking the front door, and returning the key to the lockbox.

4. What is Included in Open Studio Hire

Open Studio Hire includes:

use of pottery wheels;

access to shared studio tools, bats, and slump moulds;

shared work areas; and

shared storage space for Works in progress (subject to the storage provisions in clause 6 below).

5. Additional Costs

The following services and materials are not included in Open Studio Hire and are available at an additional cost:

clay;

bisque firings;

glaze firings;

underglazes; and

teaching or technical assistance.

6. Shelf Space and Storage

Participants are allocated shared shelf space for active Works only. The Studio does not provide long-term storage.

Finished Works must be collected within two weeks after firing. If a Participant requires a longer storage period, this must be agreed in advance by the Studio in its sole discretion.

The Studio reserves the right to deal with any Works if shelf limits are exceeded or if Works are left for longer than two weeks following firing, including but not limited to relocating, consolidating, removing, or disposing of such Works. The Studio accepts no liability for Works left at the Studio beyond the two-week period, howsoever arising.

7. Clay, Materials, and Labelling

Clay must be purchased through the Studio unless prior written approval is given.

Glazes and underglazes may only be used with prior approval and are charged separately. Participants may bring their own glazes if approved by the Studio prior to use.

All Works must be clearly labelled with the Participant's name. The Studio disclaims any liability for loss, damage, or mishandling of Works that are not clearly labelled by the Participant.

8. Firings

All bisque and glaze firings must be booked and paid for through the Studio in advance of firing.

Firing schedules depend on kiln availability and Studio demand. Open Studio Hire access does not guarantee immediate firing. The Studio will endeavour to fire Works as soon as reasonably practicable, based on Studio capacity and demand.

Participants may arrange firing elsewhere and remove their Works from the Studio if preferred. The Studio accepts no liability for any Works removed from the Studio or fired off-site.

9. Handling of Work

Although Open Studio Hire sessions may run without instruction, Studio staff may handle Participant Works for operational and storage purposes. This may include:

- covering or uncovering Works to manage drying;
- relocating Works to manage space or drying conditions;
- reclaiming excess clay and trimmings; and
- loading and unloading bisque and glaze firings.

By participating in Open Studio Hire, Participants acknowledge that staff may handle Works when required for Studio operations. Subject to clause 14 below, the Studio is not liable for any loss of or damage to Works caused by staff handling, except to the extent caused by the Studio's gross negligence or wilful misconduct.

10. Cleaning and Studio Care

Participants must clean their wheel, tools, and surrounding workspace before leaving. This includes:

- wiping down wheels and benches;
- returning tools to their designated places; and
- vacuuming or mopping their wheel areas.

Failure to clean workspaces appropriately may result in suspension or cancellation of Open Studio Hire access.

11. Personal Items

All personal tools and belongings must be taken home after each session.

The Studio is not responsible for any personal items that are lost, stolen, or damaged whilst on the premises, howsoever arising.

12. Health, Safety, and Conduct

All Studio safety procedures and instructions must be followed at all times. Participants acknowledge that pottery involves inherent risks, including but not limited to exposure to clay dust, use of sharp tools, risk of slips and falls on wet surfaces, and proximity to high-temperature kilns.

Participants are responsible for ensuring they are fit to participate in Open Studio Hire and for taking all reasonable precautions for their own safety. Participants with respiratory conditions, allergies, or other health concerns that may be affected by studio activities should seek medical advice before participating.

Unsafe behaviour or breach of Studio policies may result in immediate removal from the Studio and cancellation of future Open Studio Hire access without refund.

13. CCTV

For the safety and security of the Studio, CCTV cameras are installed within the Abe Ceramics workspace and may record during sessions.

Footage is used only for Studio security and operational purposes and will be handled in accordance with applicable data protection legislation.

By booking or attending Open Studio Hire, Participants acknowledge that CCTV operates within the Studio and consent to such recording for the purposes described above.

14. Limitation of Liability

To the fullest extent permitted by law, the Studio's total liability to any Participant arising out of or in connection with Open Studio Hire, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the fees paid by that Participant for the relevant Open Studio Hire session.

The Studio shall not be liable for any indirect, incidental, special, or consequential loss or damage, including but not limited to loss of profits, loss of business, or damage to reputation, even if the Studio has been advised of the possibility of such loss or damage.

Nothing in these Terms excludes or limits the Studio's liability for death or personal injury caused by the Studio's negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

15. Indemnity

Each Participant agrees to indemnify and hold harmless the Studio, its owners, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- the Participant's breach of these Terms;
- any act or omission of the Participant whilst on Studio premises
- any damage to Studio property or equipment caused by the Participant's negligence or misuse;
- any injury, loss, or damage caused to any third party by the Participant; and
- any claim by a third party relating to Works created or stored by the Participant.

16. Damage to Studio Property

Damage caused to Studio equipment or facilities through misuse or negligence will be charged to the responsible Participant. Participants will also be responsible for the cost of replacing any lost keys.

17. Suspension and Termination

The Studio reserves the right to suspend or terminate a Participant's access to Open Studio Hire at any time and for any reason, including but not limited to breach of these Terms, unsafe conduct, or failure to pay any amounts due.

The Studio reserves the right to modify Open Studio Hire schedules, capacity, fees, or policies at any time for operational reasons. Reasonable notice will be provided where practicable.

18. General

These Terms constitute the entire agreement between the Participant and the Studio in relation to Open Studio Hire and supersede all prior agreements, representations, and understandings.

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

The Studio's failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

These Terms shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Acknowledgement and Agreement

By booking an Open Studio Hire session, Participants acknowledge that they have read, understood, and agree to be bound by these Terms. Participants further acknowledge that they participate in Open Studio Hire at their own risk and that they have had the opportunity to seek independent legal advice before accepting these Terms.