



# FOSTER A POTTER

Educating & connecting potters in Australia

[fosterapotter.com.au](http://fosterapotter.com.au)

fosterapotter@gmail.com

4 Edith St, Herberton QLD 4887

ACN 669 975 026

## TERMS AND CONDITIONS

TO BE READ IN CONJUNCTION WITH THE [APPLICATION FORM](#)

FOSTER A POTTER LTD is a NFP fundraising organisation which supports and funds ceramics students to learn and work alongside experienced ceramicists and potters to develop practical, technical and business skills and knowledge necessary to setup and successfully run their own ceramics studio and/or practice.

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Under FOSTER A POTTER LTD, **Placements** will be awarded to the successful applicants under the following terms and conditions:

### 1. THE PLACEMENT

- 1.1 Up to three Placements will be awarded annually by FOSTER A POTTER LTD (**FOPO Board**), in its sole discretion, on recommendations provided by a selection panel (**Selection Panel**).
- 1.2 Each Placement will be for a period of up to one year (**Placement Period**).
- 1.3 The value of each Placement will be determined by the FOPO BOARD, but will not exceed \$10,000.
- 1.4 In addition to these terms and conditions, FOPO Board may establish criteria from time to time which relates to the award of Placements or the terms on which Placements are provided.

The Placement will involve the student (**Student**) and the mentor potter (**Mentor Potter**), together, undertaking a negotiated period of workshop-based training.

## **TERMS AND CONDITIONS CONTINUED**

### **2. ELIGIBILITY**

2.1 The applicants must:

- (a) be Australian citizens or have permanent resident status; and
- (b) not have received the Placement in any prior year (whether or not FOPO Board terminated the Placement).

### **3. THE APPLICATION PROCESS**

3.1 Applications must be completed and signed by both the Student and the Mentor Potter.

3.2 Applications must include the following:

- (a) a completed Application Form. The form must be used as supplied through the FOSTER A POTTER website ([fosterapotter.com.au](http://fosterapotter.com.au)). No text is to be deleted and every question must be answered.
- (b) Five (5) digital images of recent work by both the Student and the Mentor Potter. The Recent Works must be the applicants' own original works;
- (c) information providing the name, title, and year of each recent work;
- (d) the Student and the Mentor Potter's current curriculum vitae (CV), each no longer than one A4 page;

### **4. FUNDING**

4.1 Funding for each Placement will be determined by the FOPO Board but will not exceed \$10,000.

4.2 Funding will be paid to the Student and/or the Mentor Potter, as noted in the APPLICATION FORM, FUNDING OUTLINE 2. Recipient of the funds.

4.3 Funding can be used for expenses that facilitate the Placement to occur, eg. travel, accommodation. Please refer to APPLICATION FORM, FUNDING OUTLINE 5.

4.4 Payments will be made monthly to an approved bank account/s.

### **5. SELECTION CRITERIA**

5.1 Placements will be awarded at the sole discretion of FOPO Board and its decisions are final. Once the decisions have been made, FOPO Ltd will not enter into correspondence relating to an application.

5.2 FOPO Board will award Placements based on the recommendations of a Selection Panel.

## **TERMS AND CONDITIONS CONTINUED**

- 5.3 The Selection Panel will comprise three persons from the ceramics field as nominated by FOPO Board. One director of FOPO Ltd will be Chair of the Selection Panel.
- 5.4 The Selection Panel will consider each application on the following bases:
  - (a) the Student applicants' previous ceramics experience and commitment;
  - (b) the depth of experience the Mentor Potter can offer the Student;
  - (c) the quality of the Recent Works of the Mentor Potter and the Student;
  - (d) the proposed collective experience outlined in the Application.

### **6. OBLIGATIONS OF THE STUDENT**

- 6.1 The Student will attend the Placement to work with the Mentor Potter for the agreed time as outlined in the Application.
- 6.2 The student will inform FOPO Board by email if they are absent, or plan to be absent, for any period of the workshop-based training period as outlined in the Application.
- 6.3 The Student is required to:
  - (a) provide proof of appropriate liability insurance cover for the duration of the Placement;
  - (b) participate in FOPO events, as requested, for the period of the Placement;
  - (c) provide a written report (500 words) at the conclusion of the Placement for possible publication on FOPO's website and/or social media and/or other uses relevant to the promotion of FOPO and its activities;
  - (d) have their name, images of their Recent Works, and images taken and provided to FOPO during the Placement, published to promote FOPO. FOPO will not need to notify the Student when it intends to publish material in accordance with this section.

### **7. OBLIGATIONS OF THE MENTOR POTTER**

- 7.1 The Mentor Potter will attend the Placement to work with the student for the agreed time as outlined in the Application.
- 7.2 The Mentor Potter will inform FOPO by email if they are absent, or plan to be absent, for any period of the workshop-based training period as outlined in the Application.

## TERMS AND CONDITIONS CONTINUED

7.3 The Mentor Potter is required to:

- (a) provide proof of appropriate liability insurance cover for the duration of the Placement;
- (b) provide a safe working environment;
- (c) provide suitable safety equipment as required, eg. face masks for use when mixing glazes;
- (d) provide opportunities for the student to learn about their studio practice through tacit, implicit and direct instruction;
- (e) allow time (as agreed by the Student and the Mentor Potter) for the student to make their own work;
- (f) ensure the student is punctual and committed and advise FOPO by email, if the student is absent from work for any period of the Placement as outlined in the Application;
- (g) participate in FOPO events, as requested, for the period of the Placement;
- (h) provide a written report (500 words) at the conclusion of the Placement for possible publication on FOPO's website and/or social media and/or other uses relevant to the promotion of FOPO and its activities;
- (i) have their name, images of their Recent Works, and images taken and provided to FOPO during the Placement, published to promote FOPO. FOPO Ltd will not need to notify the Mentor Potter when it intends to publish material in accordance with this section.

## 8. SUPPORT DURING A PLACEMENT

- 8.1 FOPO Board is committed to establishing strong communication systems, regularly checking in with the student and the mentor potter to identify needs and potential changes during the Placement.
- 8.2 FOPO Board will respond to requests from the student and/or the mentor potter as quickly as possible and aimed at mutually beneficial interactions.
- 8.3 FOPO Board will schedule a meeting in the first few weeks of the Placement, with the student and the mentor potter, together. This may be face-to-face or via video-conferencing.
- 8.4 FOPO Board will schedule regular check-ins (as agreed by all parties) with the student and the mentor potter, either individually or together. This may be face-to-face or via video-conferencing.

## **TERMS AND CONDITIONS CONTINUED**

### **9. RIGHTS OF FOPO TO USE MATERIAL FOR PROMOTIONAL PURPOSES**

9.1 For the purposes of promoting FOPO, its fundraising and Placements (past, present and future), FOPO may use the written reports, images of Recent Works, and images taken and provided to FOPO during the Placement, in any media and for an unlimited period, without remunerating the Student and/or Mentor Potter.

### **10. ASSISTANCE WITH FUNDRAISING FOR FOSTER A POTTER**

10.1 Where practical, the Student and Mentor Potter will be asked to donate works to assist in fundraising for the Foster a Potter program. Expectations would be that a student may donate up to 25 mugs (or similar items) and a Mentor Potter may donate a significant original work that will be sold at a fundraising event with all proceeds going to Foster A Potter.

### **11. TERMINATION OF A PLACEMENT**

11.1 FOPO Board may terminate a Placement if the Student and the Mentor Potter, either or both:

- (a) no longer satisfy the eligibility criteria as set out in these Terms and Conditions;
- (b) provides false, inaccurate or misleading information in their application or information which cannot be verified;
- (c) does not fulfil their obligations as set out in these Terms and Conditions;
- (d) fails to maintain satisfactory progress in the Placement.

11.2 Notwithstanding clause 11.1, FOPO may exercise its discretion to:

- (a) overlook any errors or omissions made in an application; or
- (b) extend the duration of a Placement where either the Student or Mentor Potter:
  - (i) has experienced illness, accident or other extenuating circumstances; and
  - (ii) has notified FOPO in writing as soon as possible of the extenuating circumstances.

### **12. LIABILITY**

12.1 The Student and the Mentor Potter are responsible for any costs associated with:

- (a) submitting an application;

## **TERMS AND CONDITIONS CONTINUED**

- (b) complying with any of the Terms and Conditions; and
- (c) complying with any reasonable request made by FOPO Board or The Selection Panel in connection with FOPO, or the Placement.
- (d) Liability Insurance Cover, current for the period of the Placement;

### **12.2 FOPO and The Selection Panel (including FOPO officers):**

- (a) are not deemed to have waived any of their rights by failing to enforce any of their rights at any stage;
- (b) do not accept responsibility for any late, non-directed or misdirected mail or email, or any technical hardware or software failures of any kind including connection failures; and
- (c) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of FOPO or any Placement, except for any liability that cannot be excluded by law.

## **13. CONTACT DETAILS**

### **13.1 Regarding Placement Application, please contact FOPO by:**

E: [fosterapotter@gmail.com](mailto:fosterapotter@gmail.com)

Postal address: FOSTER A POTTER, 4 Edith St, Herberton QLD 4887

T: 0419 250 282 (Vicki Grima)

### **13.2 FOSTER A POTTER will contact applicants and Placement Recipients by the address or email address nominated in the application form. Applicants or Placement Recipients should contact FOPO via email: [fosterapotter@gmail.com](mailto:fosterapotter@gmail.com) if they wish to update their contact details.**