



FOSTER A POTTER

Educating & connecting potters in Australia

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 not-for-profit 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 successfully run their own ceramics studio and/or practice.

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

1. THE PLACEMENT

- 1.1 The Placement will involve ONE student (**Student**) and ONE mentor potter (**Mentor Potter**), together, undertaking a negotiated period of workshop-based training.
- 1.2 Up to three Placements will be awarded annually by FOSTER A POTTER LTD (**FOPO**), in its sole discretion, on recommendations provided by a selection panel (**Selection Panel**).
- 1.3 Each Placement will be for a period of up to one year (**Placement Period**).
- 1.4 The value of each Placement will be determined by the FOPO but will not exceed \$10,000.
- 1.5 In addition to these terms and conditions, FOPO may establish criteria from time to time which relate to the award of Placements or the terms on which Placements are provided.
- 1.6 The Placement does not create any employment, partnership or agency relationship between FOPO, the Student and/or the Mentor Potter. No wages, superannuation or employee benefits are payable by FOPO.

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 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). 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 FOPO 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 The funding is provided as grant support only and does not constitute wages, salary, or any other employment entitlement.

4.5 Payments will be made monthly to [an] approved bank account/s.

4.6 If a Placement is terminated early, FOPO may suspend, reduce, withhold or recover any unpaid or incorrectly paid funding, having regard to the circumstances.

4.7 Recipients are responsible for their own tax consequences arising from the receipt or use of funding. FOPO does not provide tax advice.

5. SELECTION CRITERIA

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

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

- 5.3 The Selection Panel will comprise three persons from the ceramics field as nominated by FOPO Board. One director of FOPO will be Chair of the Selection Panel.
- 5.4 The Selection Panel will consider each application on the following bases:
- (a) the 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 abide by the CODE OF CONDUCT as provided by FOPO.
- 6.2 The Student will attend the Placement to work with the Mentor Potter for the agreed time as outlined in the Application.
- 6.3 The Student 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.
- 6.4 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 abide by the CODE OF CONDUCT as provided by FOPO.
- 7.2 The Mentor Potter will attend the Placement to work with the Student for the agreed time as outlined in the Application.
- 7.3 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.

7.4 The Mentor Potter is required to:

- (a) provide proof of appropriate liability insurance cover for the duration of the Placement;
- (b) maintain a safe studio environment and comply with all applicable workplace health and safety laws. This includes providing suitable safety equipment as required, eg. face masks for use when mixing glazes;
- (c) ensure appropriate lunch and rest breaks are provided in the daily timetable;
- (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 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 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 will respond to requests from the Student and/or the Mentor Potter as quickly as possible, and will aim for mutually beneficial interactions.
- 8.3 FOPO 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 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.

9. RIGHTS OF FOPO TO USE MATERIAL FOR PROMOTIONAL PURPOSES

- 9.1 The Student and the Mentor Potter retain ownership of their own artistic works. FOPO is granted consent to use submitted and Placement-related images and written reports for FOPO's promotional purposes only.
- 9.2 FOPO may edit or crop promotional material for formatting, branding or publication purposes, provided the material is not materially distorted or used in a misleading way.

10. ASSISTANCE WITH FUNDRAISING FOR FOSTER A POTTER

- 10.1 Where practical, the Student and Mentor Potter may be asked to donate works to assist in fundraising for the FOPO program. 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 FOPO.
- 10.2 Any donation request is intended to be supportive of the program, and is not a condition of selection, unless stated otherwise in the Application Form or agreed in writing.

11. TERMINATION OF A PLACEMENT

- 11.1 FOPO may terminate a Placement if the Student and/or the Mentor Potter:
- (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.
 - (e) engages in conduct that, in FOPO's reasonable opinion, is unsafe, inappropriate or likely to bring FOPO into disrepute.
- 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
- 11.3 If FOPO terminates a Placement, FOPO may, in its discretion, determine whether any remaining funding will be paid, withheld or recovered.

11.4 FOPO may suspend a Placement temporarily where it is necessary to do so for safety, legal or operational reasons.

12. LIABILITY

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

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

12.2 FOPO and The Selection Panel:

- (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) are not responsible for any injury, loss, or damage that happens because of FOPO or any Placement, unless the law says they cannot exclude that responsibility.

12.3 Nothing in these Terms & Conditions limits any rights that cannot lawfully be excluded under applicable law.

13. CONTACT DETAILS

13.1 Regarding Placement Application, please contact FOPO by:

E: fosterapotter@gmail.com

T: +61 (0)419 250 282 (Vicki Grima)

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

13.2 FOPO 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 if they wish to update their contact details.

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