Clayground Ceramics (Clayground GbR)

Terms and Conditions

These Terms and Conditions set out the terms on which Clayground GbR (the “Company”) provides the Services and allows a person to become a Member of the Studio. These Terms and Conditions apply to all Members of the Studio and to all applications for Membership of the Studio.
Please review these Terms and Conditions carefully and make sure that you understand them. If you do not agree to these Terms and Conditions, you must not become a Member of the Studio or apply to become a Member of the Studio.

In the Terms and Conditions the following definitions apply:

“Membership” means membership of the Studio which includes the benefits and obligations set out in these Terms and Conditions; “Minimum Membership Period” is 2 calendar months for all membership levels. “Notice Period” means the notice period set out in the terms relevant to all contract options. The default notice period (where another period is not stated) is 1 month; “Application Form” means the online form to be completed by any person wishing to become a Member of the Studio; “Services” means all services provided by the Company at the Studio to Members as part of their Membership; “Workshop” means any organized and supervised session for Members for which the Company may charge an additional fee; “Workshop Participant” refers to any Member who is attending and paying for Workshop sessions; “Company” means Clayground GbR; “Member” means any person who has submitted an application for Membership and whose application has been accepted by the Company; “Session” means any period of time during which the Member uses the Studio; “Studio” means the Company’s Berlin-Friedrichshain space at Danneckerstraße 7, 10245 Berlin. “Terms and Conditions” means these terms and conditions. “Week” means the period running from 00.01 on a Monday morning to 23.59 on the following Sunday evening. References in the Terms and Conditions to the gender of the Member are not intended to be mutually exclusive or covering all genders, and are not intended to offend or exclude anyone who wishes to be a Member.

The Company may at any time modify these Terms and Conditions. We will notify you of any changes to these Terms and Conditions either by emailing you and/or by posting a notice at the Studio. By continuing to use the Services after changes to these Terms and Conditions are made and notified to you, you agree to be bound by such changes.
You can review the most current version of our Terms and Conditions at any time by clicking on the “Terms and Conditions” link included in the email to you about your Membership, as well as posted on the Company Website. It is your responsibility to ensure that you are familiar with the current Terms and Conditions. You are advised to check the email inbox of the email address

you have included in your application on a regular basis for any update regarding the Terms and Conditions.

Membership

A person shall only become a Member of the Studio when she/he/they have read and agreed to these Terms and Conditions.

One Month Pause per Year
A Studio Member, under the typical conditions of ongoing membership as outlined in these Terms, may suspend her/his/their membership **one month** during the full calendar year without paying membership, for example, in the case of traveling for a full month. A member who wishes to pause during a given month must send written notice of their request at least 1 month prior to the pause month. For example, if the request is to pause from 1st of May, the member must send their request by email by 1st of April at the latest.

We have capacity for only a few members suspending in one month. The Studio reserves the right to reject requests for temporary membership suspension when the available membership spots for suspension in one month have already been reached.

Beyond one month, no further suspensions of the membership can be granted during the calendar year unless given special permission in an exceptional case.

Subletting: whilst you are away, you may be asked to sublet your space to a ‘drop-in member’ The items on your shelves will be stored, free-of-charge in the cellar storage at the studio. Once the ‘paused month’ is up, your items can be returned to their original space in the studio. You do not need to clear the display section or clay storage area.

Special Short Term Memberships
If a Studio Member has become a member under special conditions for a shorter period of time, such as visiting artists for whom a temporary membership is granted, the Member may not suspend their Membership during the agreed upon special Membership Period determined agreed upon in their personal contract.

Guests
If a Member brings a guest to the Studio to use the space or any of the studio equipment during that Session, that guest must become a Member before the commencement of the Session in accordance with and subject to these Terms and Conditions. The Studio is for the exclusive use by members, course attendees, studio managers or assistants, owners and guests of the owners.

Membership Fee
Membership fees must be paid in accordance with these Terms and Conditions irrespective of whether or not the Member uses the Studios' facilities.

Membership fees may be increased at the Company's discretion. Members shall be given at least 1 month notice of any increase in Membership fees. This allows any Member to cancel with the necessary notice time if they do not agree to pay the increased fee.

Cancellations must be made in accordance with the cancellation terms below.
Payments for Sessions and gift certificates in any amount are non-refundable unless otherwise stated in the Terms and Conditions. If a package is bought and only part used there will be no refund available for the remaining Sessions.

Details of future Workshop prices will be available either on the Website or directly from the Studio and will have such prices as determined by the Company, subject to change over time.

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Payment TermsCancellation

Payment of Membership Fee and Invoices
The Membership will continue indefinitely unless and until a Member cancels her/his Membership by written request to the Company. The member is responsible for paying the Membership Fee on or before the start of each month of membership.

The Member is required to pay all invoices received for kiln firing, clay and other costs incurred, by the date on the invoice. Where an invoice specifies 'Pay on receipt,' it is expected that the member will pay the invoice as soon as possible.

Memberships and Membership Fees are non-transferable and cannot be shared.

Membership Cancellation and Notice Period

Cancellation requests must be given in writing by email with a notice period of a full one (1) month before the last day of the last Membership. The date must also be no earlier than the end of the Minimum Membership Period (2 months from Membership start).
If a new Member has not given explicit, written cancellation notice by the end of 31st of January, it is assumed that they will continue their Membership after the 2nd month.

Memberships may only be terminated on a calendar month basis. There will be no partial month memberships.

For example: a new Member has joined from 1 January. If she sends a cancellation request on the 15th of January, she must still pay for February, remaining a member through February with access to the studio and all equipment.
Because she has given notice before the end of the Membership period of 2 months, her Membership is terminated after 28 February. She pays for January and February in total.
The latest she could inform of her cancellation would be the 31st of January, in order to end her membership immediately after the 2 month trial period and avoid paying for March.
If she has informed Clayground by email of desire to cancel membership in the first week of February, she has unfortunately waited too long. She must remain a Member and pay for the full month of March because she did not cancel her membership at least 1 full calendar month ahead of her desired date of cancellation.

Process for Leaving the Studio
A Member who has canceled is required to remove from all of the following from the Studio all personal items in all areas of the studio **by the last day of their Membership period**, including but not limited to:

- Tools
- Containers and buckets that belong to them and not the Studio
- Materials such as all new or used clay, plaster molds, bags of plaster
- Glazes and glaze components
- Clothing such as aprons and shoes,
- Collections of newspaper or plastic for care of their ceramic pieces
- Broken ceramics pieces that have already been fired

A Member who does not remove, before the final Membership day, all of the items listed above and any further items that belong to them, will be charged a base fee of €50 for the additional Company cleanup required, with additional charges applying in special cases. Members starting after 1 February 2022 will have given a €50 deposit upon becoming a Member, and this will be kept in the case that the Member leaves personal items and materials in the studio after termination of Membership.

A Member who has canceled and would like to leave behind any of the above mentioned items for other Members or Company team to use must receive prior approval to do so, by the Company. The canceled Member must change the name on each bucket, container, tool or material to that of the Member/Manager/Owner to whom they are giving the material. Any such item that has been left behind and is not recognized by the Company as having pre-approval will still incur a charge for the canceled Member as listed above.

Any personal items, objects and materials that the canceled Member does not wish to take with them must then be **disposed of properly by the Member**. In some cases where significant

amounts of trash are left behind by the canceled Member, a charge beyond the €50 base fee may be incurred for the Company's additional effort to remove waste left by the Member.

Refunds
No refunds shall be given to any Member in respect of any Membership fees that have already been paid. The Company reserves the right to cancel or suspend any Membership, if Studio rules and other Members are not respected by a given Member..

If a Member does not pay their Membership fees for the Minimum Membership Period (or cancels his Membership during the Minimum Membership Period) then the Member is liable in full for the difference between the rolling monthly rate at the date of termination and the price paid by her/him under his subscription.

A Member who does not pay their Membership fee by the end of the first week of the month at the latest, and has not been in written contact with the Company to explicitly inform the Company that they are canceling their Membership or request to pause their Membership, may be considered canceled and replaced in their Membership position. In this case, all of their belongings will be removed from the studio by the Company, and they will no longer be a Member. If significant fees are due by the Member and the Member has not been in written contact with the Company to resolve the remaining fees owed, legal action may be taken to compensate the Company fully for the owed amount.

It is the responsibility of the Member to cancel any direct debit or standing order with his / her bank on termination of his / her Membership. The Company cannot be held liable for any payments processed due to the failure of a Member to cancel a direct debit or standing order.

Any Member who does not wish to accept a change proposed by the Company to any Membership fees may cancel her/his Membership by giving notice to the Company in accordance with the notice period. The Member giving notice must continue to pay their Membership fees at the rate current immediately prior to any proposed increase until the end of such notice period (or in the case of a Member whose Minimum Membership Period has not ended until the end of such period).

Clay, glaze and kiln firing

Members can purchase at least one clay body on site at standard prices. All clay will be purchased by bag, typically a 10kg bag. No smaller amounts will be sold by the studio.

Members are allowed to use other types of clay that they purchase from elsewhere and bring to the studio, as long as they are fired at the standard studio temperatures.

Clayground offers a few studio glazes for use in reasonable amounts by Members.

Members are allowed to use their own glazes, but must keep careful recipes or labels from glaze distributors showing components in the glaze, to show owners/management for approval before firing if the glazes have not previously been used at the studio. The Company owners/managers reserve the right to reject a request to fire a certain glaze or an item that has been glazed in a way that may cause the kiln harm. Careless glazing or kiln firing processes that harm the kiln may result in additional fees to replace or fix anything damaged.

Members of all levels will pay a per kilo price for all works fired in the kiln. See your contract and/or Company communication channels for the current cost per kilo of firing your works.

Items needing more than one kiln shelf will be fired if space is available and only if doing so will not interfere with the flow of other Members' work needing to be fired in a given week. Additional fees may be assessed and charged in advance on approved large projects.

Kiln firing will happen on a fixed schedule (*updated 2020*), communicated in the Company's online schedule. All firings will be loaded by the owners or trained studio managers at the Studio's pre-set temperatures. The temperatures will typically be most suitable for stoneware, but lower firing can be done on request. We do not make specific space or accommodations for making or firing porcelain work at this time.

The Company reserves the right to change the price of kiln firing, studio clay and any other materials offered by the studio for sale at it's discretion with no minimum notice period.

Kiln rentals and production work

Frequent production work may be limited in the studio depending on the space and kiln firings required. Clayground reserves the right to reject requests for more frequent firings and use of the studio for production purposes in order to give all members equal rights to usage of studio and kiln space.

Members may in some cases be granted extra kiln firings for additional fees, such as renting a full kiln, depending on the work flow and needs of other members. Kiln rentals will be granted on a case by case basis after evaluation by studio owners.

Members will be held responsible for damage to facility or equipment if obvious negligence or improper use is the cause.

Studio Space & Access

Members have access to the studio most days of the year, during most hours, with exceptions for special events and studio management periods that may fill a full day. Members are able to choose which times and days they use the studio space, limited by total maximum hours per week as defined by the Membership level. The Studio does not have specific opening hours, but reserves the right to limit access to some or all of the studio space for Workshops and Courses, repairs, studio management periods, events and other temporary sessions as needed by the Owners.

Members have use of personal shelf space for storing their own materials, tools, clay, etc. All members receive either two small shelves or one longer shelf.
Extra storage space with charge may be available but is not guaranteed.

Members may store a maximum of 12 liters of glaze in buckets at the Studio at any one time. For example, this may be one (1) 10L bucket and one (1) 2L bucket. Keeping more than this amount for longer than a one-month period will result in an additional charge for the extra space the member's glaze buckets are taking up in the Studio.

Buckets for personal clay recycling are allowed up to a maximum of two medium buckets per person.

More space taken may incur an additional monthly charge until the items are reduced to the studio maximum in alignment with the rules.

Clayground is a communal space and as such, Members will share all approved space in the studio with fellow Members equally. Only Full-time Members and Owners may have special allowances with regard to space and kiln firing priority, on an as-needed basis.

Wheels are usable on a first-come basis, but may have a booking system to reserve ahead of time if the need arises.

Sanding of ceramics should always be done outside. If done indoors, please take extra care to ensure you have opened windows and have very thoroughly cleaned all surrounding areas with a wet cloth and mop to limit the clay dust in the studio.

Extra time

In the event that a Member wishes to use any additional time during any Week beyond what is included in her/his membership level limit, she/he must agree such time in advance with the owners or management of the Studio and purchase such additional time in advance in blocks of 2 hours. Each hour shall be charged at a rate of €10.

The provision of additional time at the Studio beyond the designated Membership hours, as determined by a Membership level, is subject to Studio space being available and is at the discretion of the management of the Studio.

Hours that have not been used in a given week or month do not carry over into the next period.

Shop

All members are able to present their works available for sale in the small shop-shelves area. The shop will however not be a registered or managed shop and all members are responsible for their own sales, including but not limited to promoting their own work and methods for receiving payment.

Members are allowed to invite interested shoppers to the studio for the purpose of selling their products on site and bear full responsibility for the actions of their guests, as well as the process of selling their works or the works of fellow Members, if agreed between individual Members.

Cleaning, health and safety

Each Member is required to keep all surfaces clean of clay and glaze and to clean all areas including the floor around her/his work station thoroughly before completing her/his Session, in order to minimize the risks to Members caused by breathing clay and glaze dusts.

Every three months, members are to participate in a ‘deep clean’ of the studio and their spaces. Tasks will be shared among the group over three days. Members are to choose a day to come into the studio to clean up their space and a section of the studio. Whilst participation is mandatory, this is a communal activity and an opportunity to meet other studio members that one may not get the time to meet on other days.

In the interests of safety and hygiene, all food, drinks, dishware, and food-related items are permitted in the Studio, at the Member's own discretion. It is the Member's responsibility to ensure that the area on which she/he is eating or making food is thoroughly sanitary.

Members use the Studio at their own risk with awareness of the inherent hazards of a Studio environment, which include but are not limited to use of sharp tools and sharp edges, exposure to toxic materials, the dangers of using materials and equipment at high temperatures, and the risks associated with breathing silica dust, among other potentially harmful materials.

Clay and plaster must not be disposed of in sinks and drains. All members must use disposal buckets provided for as much waste as possible. Please note the different clay and glaze buckets in use at the studio and ask if you need further explanation.

Each Member must comply with all health and safety instructions given by the Company's staff at all times.

Members must use the main entrance to the Studio when entering or leaving the Studio. Any other entrances are not to be used by Members for any reason other than in the case of an emergency.

Smoking is **not** allowed in the Studio.

Workshops

In the event that a Workshop is offered and includes the opportunity for non-Members to participate, attendees are not required to become Members before the commencement of the Workshop, nor after. Workshop attendees may therefore only use the Studio space during the time that the Workshop is being carried out.

A Member may only book or reschedule a Workshop for her-/himself in person or via Email with the Studio owners.

A Member will be charged for a Workshop (as applicable) where cancellation or the rescheduling of a Workshop is not delivered by hand to the Studio and confirmation received by a Studio owner or manager. All such cancellations must be made at least 48 hours prior to the scheduled Workshop time.

Workshops are booked on a first-come first-served basis. A Member may join a waiting list by contacting the Studio owners in the case that her/his choice of Workshop is fully booked.

A Member may not attend any Workshop or Session at the Studio without first booking and paying for the relevant Workshop or Membership.

Payments for Memberships and Workshops are non-refundable unless otherwise stated in these Terms and Conditions.

Expelled from membership

Any Member who is expelled by reason of breaching these Terms of Service shall immediately cease to be a Member of the Studio and shall not be entitled to any refund in respect of periods in relation to which he has already made payment. Any Member whose Membership is suspended shall not be entitled to any refund in respect of such period. The Studio may terminate the Membership of any Member in the event that such Member fails to make payment of any sum due to the Studio within 14 days of the due date. In the event of termination by reason of non-payment, the balance of fees due for the remaining term of the Membership shall become immediately due and payable.

Limitation of Liability

The Company shall not be held responsible for a particular Session and/or item of equipment not being available for whatever reason. The Company reserves in its sole and absolute discretion and without notice the right to make alterations to the timings, structure and content of any Session, and the availability of any equipment, and/or the availability and nature of any ancillary facilities provided to Members.

Personal belongings are brought to the Studio premises at the Member's own risk and the Company does not accept liability for any loss or damage whatsoever to such items.
The Company accepts no liability for any injury suffered by any Member on the Studio premises or outside the Studio except insofar as such loss, damage or injury is by law incapable of exclusion.

Members must at all times observe the Studio guidelines which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of the Studio may issue to ensure the smooth operation of the Studio for the convenience of all Members.

Any marketing, educational or other materials of this nature whatsoever produced by the Company in connection with the Studio and which are made available to Members at the Studio shall at all times remain the property of the Company and will be subject to the Company's copyright.