

Childcare & Kindergarten Photography

Terms & Conditions between Verse Photography, the Centre and the Parent

Business Name: Verse Photography
ABN: 53101586542

(Victoria, Australia)

Website: www.versephotography.com.au

Email: hello@versephotography.com.au

These terms and conditions apply to all photography services provided by Verse Photography at the request of a provider of early childhood education and care services, on behalf of a parent or legal guardian of a child enrolled at, and under the supervision, of the Centre.

Definitions

Centre means an early education and care services provider including a childcare centre or kindergarten

Child means a child enrolled at, and under the supervision of, the Centre

Consent means the consent of a Parent

Images means photographs of a Child recorded in the course of performing the Services

Parent means a parent or legal guardian of a Child

Verse Photographer means a person engaged by Verse Photography to attend at the Centre to provide the Services

Registration Form means the form of registration provided by Verse Photography to effect registration of, and Consent for, the Child to be photographed in the course of providing the Services

Services means the photography services provided by Verse Photography as agreed between it, the Centre and the Parent

1. Centre Booking & Authorisation

- 1.1. Photography sessions are conducted by prior arrangement only with authorised management personnel of the Centre.
- 1.2. The Centre agrees and warrants that it is permitted to engage Verse Photography to photograph images as agreed on site.
- 1.3. Session logistics, schedules, and locations are to be agreed in advance with the Centre and may be adjusted by agreement to accommodate the Centre's routines and child wellbeing

2. Consent

- 2.1. Photography is undertaken only for a Child with Consent provided by way of completion of the Registration Form signed by the Parent. No other form of Consent will be accepted by Verse Photography. Children without Consent by way of a completed and signed Registration Form will not be photographed.
- 2.2. The Centre will, and Verse Photography relies on the Centre to, ensure Consent is freely given, authentic and current.
- 2.3. Late receipt of a Registration Form will be accepted at the discretion of the management or senior staff of Verse Photography. In circumstances where the schedule for the Centre is at capacity, Verse Photography reserves the right to not include the Child for photography.

3. Fees & Payments Payable by the Parent

- 3.1. The Parent must complete and submit the Registration Form to Verse Photography prior to the due date set by Verse Photography to do so.
- 3.2. At the time of submitting the Registration Form the Parent must pay a deposit of \$20 for a single child or \$30 for all siblings.
- 3.3. Packages and pricing is outlined in attachments distributed at time of submitting the Registration Form or at the request of the Parent.
- 3.4. All prices are in AUD.
- 3.5. Images in gallery format will not be released until the Registration Form is complete and the deposit is paid in full.
- 3.6. Images ordered from a gallery format will not be released to the Parent until payment is received in full

4. Child Safe Policy

4.1. Verse Photography is committed to child safety and wellbeing and agrees to provide a photography experience that is safe, inclusive, respectful, and developmentally appropriate.

4.2. The Verse Photographer:

- (a) has the skills necessary to provide the Services;
- (b) holds a current Victorian Working with Children Check;
- (c) will perform the Services in a professional, respectful, and transparent manner
- (d) will never be alone with, or isolate a Child
- (e) will work in shared, visible spaces only;
- (f) will not provide supervision, toileting, feeding, or personal care - it being the responsibility of the Centre to do so.

4.3. The Centre will ensure that a Verse Photographer will always be attended by a Centre member of staff and that a Verse Photographer will never be alone with a Child.

4.4. The Verse Photographer will manage the participation of a Child in a safe manner, and specifically:

- (a) will never force a Child or coerce them to participate in photography;
- (b) will immediately respect a Child's refusal or distress. A second attempt will occur at a later time of the morning or another day if possible. On a further attempt, if a Child remains distressed, or refuses to participate, the Verse Photographer will not proceed further, and a full refund will be offered;
- (c) will adhere to a *child-led* style, meaning the Verse Photographer will attempt to capture images of a Child as they naturally play, move, and express themselves, by following their lead rather than directing or posing them. Some direction by a Verse Photographer may be required to assist in this process.

5. Privacy and Image Protection

5.1. Verse Photography will:

- (a) store Images and data securely on separate servers;
- (b) protect access to Images by two factor authentication;

- (c) not share Images and data with third parties;
- (d) delete all Images from its online platform, within four months of the date of the recording the Images;
- (e) not store card details. Secure card payments are made through Stripe or PayPal;
- (f) only use Images for marketing purposes upon written consent from a Parent on the Registration Form or via email.

5.2. Verse Photography, in association with a small number of third parties, provides an online means of managing and facilitating the sale of images to the Parent. Other third party service providers may process limited customer information to help us provide payments, emails, SMS, file storage, and hosting.

6. Reporting Concerns to the Centre

- 6.1. Any Child safety concerns observed by a Verse Photographer in the course of providing the Services will be reported promptly to the Centre's senior manager.

7. Photography Style & Process

7.1. Verse Photography will:

- (a) capture Images of the Child that are natural, age-appropriate, and responsive to the Child's comfort;
- (b) use on-camera flash for most photography, unless Verse Photography is made aware of any issues that may arise from doing so;
- (c) not guarantee, expressions, eye contact, or participation due to the age of a Child;
- (d) send an SMS and email the Parent on the Friday prior to the week of the photography session to inform them of the day that the Child will be photographed. Verse Photography accepts no responsibility for a Parent who does not receive either of these forms of communication by filling in their registration form incorrectly.

7.2. Verse Photography accepts no responsibility for:

- (a) a Parent who has forgotten the date of the photography session and will only offer a reshoot (during the same week) if its schedule permits
- (b) a Child who is absent on the date of the photography session and the Parent fails to communicate this to Verse Photography. Alternative arrangements (in the same week) will only be offered if its schedule permits.

8. Image Selection, Editing & Delivery

- 8.1. Image selection and editing are at Verse Photography's professional discretion.
- 8.2. Basic colour correction and enhancements of a minimal nature are done as part of the editing process
- 8.3. Retouching of a fault (e.g. moist or soiled face) that the Verse Photographer should have rectified at the time of the photography, will be done at no additional cost.
- 8.4. Additional retouching of images at the request of the Parent which amount to minor adjustments may be requested at a fee of \$5 per Image.
- 8.5. If purchased, Images are delivered to the Parent via a secure online gallery, or a USB can be purchased for an additional fee.
- 8.6. Unedited or RAW files are not supplied.
- 8.7. Images are retained for approximately 6 months after delivery and deleted from online services after 3 months.
- 8.8. Images can be deleted at the request of a Parent at any time. This request must be provided in writing
- 8.9. Verse Photography accepts no responsibility for lost or deleted Images that were not purchased within these time frames.
- 8.10. Verse Photography uses Australia Post for all deliveries and accepts no responsibility for lost or delayed packages.

9. Copyright & Usage

- 9.1. All images remain the copyright of Verse Photography under the *Copyright Act 1968* (Cth)
- 9.2. A Parent is granted a licence for personal use only, including printing and sharing with the family of the Child.
- 9.3. Images must not be altered, sold, or used commercially without written permission from Verse Photography.

10. Marketing & Promotional Use

- 10.1. Verse Photography will not use Images for portfolio, website, and marketing purposes, unless provided with permission from the Parent via the Registration Form or written consent.
- 10.2. No identifying information is published with Images used for website and marketing purposes.
- 10.3. A Parent may request images to be removed from any marketing material (online and print) at any time. This must be done in writing.

11. Individual Photography Refund Policy for Absent Children

- 11.1. If a Child is absent on photography day, a refund is provided for the deposit paid.
- 11.2. If possible, Verse Photography may offer a make-up session (if returning to the Centre).
- 11.3. A make-up session is subject to availability and not guaranteed.
- 11.4. All refunds for registrations will incur a processing fee as follows:
 - (a) \$20 deposit = \$0.64;
 - (b) \$30 deposit = \$0.81.

12. Class Photography

- 12.1. Class photos will be conducted at the discretion of each individual Centre's policy;
- 12.2. Three options are available to a Centre;
 - (a) no class photo;
 - (b) class photos for kinder aged children only on condition that only a Child for whom Consent has been given for class photography in the completed Registration Form will be included;
 - (c) class photos will be conducted for each classroom of the whole Centre on condition that only a Child for whom Consent has been given for class photography in the completed Registration Form will be included. This will only take place if four or more children are available to do so (continue to page 7).

12.3. Consent must be provided by the Parent for a Child to appear in a group photo. Failure to do so by the due date of registering will result in the Child not being included.

12.4. Class photographs proceed regardless of individual absences.

13. Limitation of Liability

13.1. Verse Photography is not liable for:

- (a) missed images due to a Child's absence or non-participation;
- (b) interruptions caused by Centre routines;
- (c) any indirect, special or consequential damages or losses (whether for loss of profits or otherwise).

13.2. To the full extent permitted by law, any liability of Verse Photography is limited to a full refund of the amount paid by the Parent to Verse Photography

13.3. Nothing in these terms and conditions excludes, restricts or modifies rights provided or implied by law which cannot be excluded, restricted or modified.

14. Governing Law

14.1. These terms and conditions are governed by the laws of Victoria, Australia, and the courts of Victoria have exclusive jurisdiction.

15. Amendments to these Terms and Conditions

15.1. Verse Photography reserves the right to amend these terms and conditions from time to time. The version of the terms and conditions posted on its website at the date of the submission of the Registration Form for a Child shall bind the parties-