

Family Photography

Terms & Conditions between Verse Photography and the client

Business Name: Verse Photography
ABN: 53101586542

(Victoria, Australia)

Website: www.versephotography.com.au

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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

Client means a person undertaking the professional services of Verse Photography

Child means a child and under the supervision of parent/guardian

Consent means the consent of a Parent or Guardian

Images means photographs of a Family 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 the photography session to provide the Services

Registration Form means the form of registration provided by Verse Photography to effect registration of, and Consent for, all parties present at the photography session to be photographed in the course of providing the Services

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

1. Booking Authorisation

1. Photography sessions are conducted by prior arrangement only with authorised person at Verse Photography.
2. The Client agrees and warrants that it is permitted to engage Verse Photography to photograph images as agreed on site.

3. Session logistics, schedules, and locations are to be agreed in advance and may be adjusted by agreement with the Centre to accommodate the Centre's routines and child wellbeing.

2. Consent

1. Photography is undertaken only with consent provided by way of completion of the Registration Form signed by the Client. No other form of Consent will be accepted by Verse Photography.
2. Verse Photography relies on the Client to, ensure Consent is freely given, authentic and current of all parties involved in the photography session.

3. Fees & Payments by the Parent

1. The Client must complete and submit the Registration Form to Verse Photography prior to the due date set by Verse Photography to do so.
2. At the time of submitting the Registration Form the Parent must pay a deposit or full amount as stipulated in initial or advertised communication.
3. Pricing is outlined in communication at time of booking the photography session.
4. All prices are in AUD.
5. Images will not be released until the Registration Form is complete and the deposit is paid in full.
6. Images ordered from photography shoots will not be released to the Parent until payment is received in full.

4. Child Safe Policy

Commitment to Child Safety

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

Professional Conduct & Behaviour

The Verse Photographer:

- has the skills necessary to provide the Services;
- holds a current Victorian Working with Children Check;
- will perform the Services in a professional, respectful, and transparent manner;
- will never be alone with, or isolate a Child;
- will work in shared, visible spaces only;

Child Participation

The Verse Photographer:

- will never force a Child or coerce them to participate in photography;

Privacy & Image Protection

Verse Photography will:

- store data (other than the Images) securely on Australian servers and keep back-ups for no more than 30 days;
- store Images securely on separate servers;
- will protect access to Images by two factor authentication;
- not share Images with third parties
- delete all Images from its online platform, within four months of the date of the recording the Images;
- not store card details. Secure card payments are made through Stripe or PayPal;
- will only use Images for marketing purposes upon written consent from a Parent on the Registration Form or via email.

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

Reporting & Responding to Concerns

Any child safety concerns observed by a Verse Photographer in the course of providing the Services will be reported promptly to the relevant authorities.

5. Photography Style & Process

1. Verse Photography will:

- Capture Images of all party members that are natural, age-appropriate, and responsive to the parties concerned and their level of comfort;
- Use on-camera flash most photography when appropriate, unless Verse Photography is made aware of any issues that may arise from doing so;
- not guarantee, expressions, eye contact, or participation due to the age of children;
- Will send an SMS and email the Client prior to the photography session to remind them of the day & location they will be photographed. Verse Photography accepts no responsibility for a Client who does not receive either of these forms of communication.

2. Verse Photography accepts no responsibility for a Client who has forgotten the date of the photography session and will only offer a reshoot if its schedule permits.

3. Verse Photography accepts no responsibility for a Client who is absent on the date of the photography session and the Client fails to communicate this to Verse Photography. A refund will not be provided in this instance.

6. Image Selection, Editing & Delivery

1. Image selection and editing are at Verse Photography's professional discretion.
2. Basic colour correction and enhancements of a minimal nature are done as part of the editing process.
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.
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.
5. If purchased, Images are delivered to the Client via a secure online gallery or USB
6. Unedited or RAW files are not supplied.
7. Images are retained for approximately 6 months after delivery and deleted from online services after 4 months.
8. Images can be deleted at the request of Client at any stage. This request must be provided in writing.

7. Copyright & Usage

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

8. Marketing & Promotional Use

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

9. Refund Policy for Absent Children

9.1 Individual Photography

- If a Client is unable to attend on photography day, and have made contact with Verse Photography, a refund is provided for the deposit paid.
- If possible, Verse Photography may offer a make-up session.
- Make-up sessions are subject to availability and not guaranteed.

9.2 Illness & Withdrawals

- Refunds will be provided for illness-related absences.
- All refunds for registrations will incur a processing fee will be calculated on an individual basis depending on amount originally paid.

10. Limitation of Liability

1. Verse Photography is not liable for:
 - missed images due to a Client's absence or non-participation;
 - any indirect, special or consequential damages or losses (whether for loss of profits or otherwise).
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 Client to Verse Photography.
3. Nothing in these terms and conditions excludes, restricts or modifies rights provided or implied by law which cannot be excluded, restricted or modified.

12. Governing Law

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

13. Amendments

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.