# Kindergarten Graduation Photography

## Terms & Conditions

(Victoria, Australia)

Business Name: Verse Photography

ABN: 53101586542

Website: www.versephotography.com.au

Email: hello@versephotography.com.au

These Terms & Conditions apply to all photography services provided by Verse Photography ("the Photographer") at early childhood education and care services, including childcare centres and kindergartens ("the Centre").

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## 1. Booking & Centre Authorisation

1. Photography session is conducted only by prior arrangement with Centre management.
2. The Centre confirms it has authority to permit photography on site.
3. Session logistics, schedules, and locations are agreed in advance and may be adjusted to accommodate Centre routines and child wellbeing.

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## 2. Parent / Guardian Consent

1. Photography is undertaken only for children with valid parent or legal guardian consent.
2. Consent & permission will only be obtained through Verse Photography's registration form. No other form of consent will be accepted.
3. Children without consent will not be photographed under any circumstances.
4. Late registrations will be accepted at the discretion of Verse Photography management or senior staff. Once the schedule is at capacity, we cannot guarantee that your child will be photographed. Verse Photography accepts no responsibility for late registrations not being photographed.

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# 3. Child Safe Policy

## 3.1 Commitment to Child Safety

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

## 3.2 Professional Conduct & Behaviour

The Photographer:

- Holds a current Victorian Working With Children Check
- Will conduct photography in a professional, respectful, and transparent manner
- Will never be alone with a child and does not isolate children
- Works in shared, visible spaces only.
- Does not provide supervision, toileting, feeding, or personal care

## 3.3 Child Participation & Voice

- Children are never forced or coerced to participate in photography.
- A child's refusal or distress is respected immediately. A second attempt will occur at a later time of the morning or another day if possible. If the child still remains distressed or refuses we will not proceed further. A full refund will be offered.
- Our style of photography is "child-led" meaning we attempt to capture children as they naturally play, move, and express themselves, by following their lead rather than directing or posing them. Some direction may be required however to assist in the process.

## 3.4 Privacy & Image Protection

- Data is stored securely on Australian servers. Back-ups are kept for no more than 30 days.
- Images (galleries) are stored securely on separate servers.
- All galleries will be deleted from our online platform, within four months of photography dates.
- We do not store card details. Secure card payments are made through Stripe or PayPal.
- Galleries are protected by two factor authentication.
- Images are not shared with third parties
- Images will only be used (by Verse Photography) for marketing purposes upon written consent from parent or guardian via email or by providing consent on their registration form.

Verse Photography (the “Business”) in association with a small number of third parties who provides an online means of managing and selling photographs of childcare and kindergarten children in the provision of group shots, individual shots, etc. (“Services”).

Several other services may process limited customer information to help us provide payments, emails, SMS, file storage, and hosting.  A list is available upon request.

### 3.5 Reporting & Responding to Concerns

Any child safety concerns observed during a photography session will be reported promptly to Centre management.

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## 4. Photography Style & Process

1. Photography is natural, age-appropriate, and responsive to the child’s comfort.
2. On-camera flash will be used for most photography, unless Verse Photography is made aware of any issues that may arise from doing so.
3. Due to the age of children, no guarantees are made regarding expressions, eye contact, or participation.
4. Verse Photography accepts no responsibility for families who are absent on their photo day and fail to communicate this to Verse Photography. Refunds will not be provided.

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## 5. Fees & Payments

1. The parent/guardian must pay a $25 per child  & registration form to be filled in prior to the set due date, before photography takes place.
2. Free 5x7” print of choice is included in $25, along with images taken of the child and their family and the graduation ceremony.  Free print choice must be emailed to Karey at karey@versephotography.com.au for ordering.
3. Additional prints are available to purchase
4. All prices are in AUD.
5. Galleries will not be released until registration form is complete and deposit is paid in full.
6. Orders/images from photography shoots will not be released to the parent/guardian until payment is received in full.

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## 6. Image Selection, Editing & Delivery

1. Image selection and editing are at the Photographer's professional discretion.
2. Basic colour correction & enhancements in a minimal nature are done as part of the editing process.
3. Retouching, if of the fault of the photographer (ie; snot, dribble, etc), that should be rectified at time of photography, will be completed at no additional cost.
4. Additional retouching of images (at the request of the parent/guardian) which may include minor adjustments may be requested at a fee of $5 per image.
5. Unedited or RAW files are not supplied.
6. Images are delivered via secure online gallery to all families who have registered. Images can be downloaded directly by the family. Online gallery is a shared gallery amongst other families who have registered.
7. Images are retained for approximately 6 months after delivery. They will be deleted from online galleries after 3 months.
8. Images can be deleted at the request of parent/guardian at any stage. This request must be provided in writing.

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# 7. Copyright & Usage

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

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# 8. Marketing & Promotional Use

1. The Photographer will not use images for portfolio, website, and marketing purposes, unless provided permission from parent or guardian. This is usually provided via the registration form or written consent (ie; email).
2. No identifying information is published with images.
3. Parents/guardians can request images to be removed from any marketing material (online & print) at any stage. This must be done in writing to Verse Photography.

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# 9. Refund Policy for Absent Children

## 9.1 Individual Photography

- If a child is absent on photography day, a refund will not be provided.
- Make up sessions are not available.

### 9.2 Illness & Withdrawals

- Refunds will be provided for illness-related absences.
- If a child permanently leaves the Centre prior to photography day, refund requests must be submitted in writing.

### 9.3 Image Satisfaction

Refunds or credits may be considered at the Photographer's discretion in exceptional circumstances.

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## 10. Group & Class Photography

- Group and class photos will be conducted at the discretion of each individual Centre/kindergarten's policy.
- There will be three options available to each centre/kinder:

    - No group photos
    - Group photos for kinder aged children only, in which a separate permission form will need to be signed
    - Group photos will be conducted for the whole centre/kindergarten however only children that have filled in a registration form will be included.

- Consent must be provided by the parent/guardian for each 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.
- Group and class photographs proceed regardless of individual absences.
- Refunds, discounts, or re-shoots are not provided due to children being absent.

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## 11. Limitation of Liability

1. The Photographer is not liable for:
    - Missed images
    - Interruptions caused by Centre proceedure
    - Events beyond reasonable control

2. Liability is limited to the value of the photography services provided.

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## 12. Governing Law

These Terms & Conditions are governed by the laws of Victoria, Australia, and the courts of Victoria have exclusive jurisdiction.

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## 13. Amendments

The Photographer reserves the right to amend these Terms & Conditions. The version current at the date of the photography session applies.