

# Storks Photography

## Terms and Condition + Privacy Policy

Please read these terms and conditions painstakingly before requesting access and/or utilizing the Services on our platform at [Improvingmyselfesteem.com](http://Improvingmyselfesteem.com) site. Accessing the site at [storksphotography@gmail.com](mailto:storksphotography@gmail.com) surfing or utilizing this site in any capacity demonstrates that you consent to be bound by these terms and conditions. We maintain the supreme authority to change these terms and conditions whenever, without the need to inform customers. You explicitly consent to review these Terms of Service now and again with the goal that you will be notified of any changes. You understand and concur that if you utilize the Services after the date on which the pertinent Terms have changed, your utilization constitutes acknowledgment of the updated Terms.

**Entire Agreement:** This agreement contains the entire understanding between Storks Photography and the client (hereafter referred to as “the CLIENT”). The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement, it does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have the waiver in writing.

**Location:** All Newborn sessions are held at Calvary Public Hospital, Canberra

**Tardiness:** In the event that the Client is late to the agreed appointment time for their session the time that the Client is late over and above the initial 15 mins will be taken as time used by the Photography session.

**Image Gallery:** The Client acknowledges that Storks Photography will select the best images from the photography session to edit.

All edited images will be presented to the Client in an in-person gallery viewing session. Or in the comfort and own time for the clients to look at the online gallery.

**Completion Schedule:** You will receive your package approximately two weeks after we receive the payment.

**What we need:** Storks Photography will be the ‘Controller’ of the personal data you provide to us. We collect basic personal data about you including name, address, email and telephone number also the newborns name, date of birth, Time of birth, weight, length,

**Why we collect your data:** We need your basic personal data in order to provide you with information about photography services in accordance with our contract. We will not collect any personal data from you that we do not need in order to provide and oversee this service to you.

**What we do with your data:** All the personal data we hold is processed by Kristy Farrugia from Storks Photography.

No 3<sup>rd</sup> parties have access to your personal data unless the law or our contract with you, allows them to do so. This insures your personal data is securely held.

**How long we keep your data:** We keep your images for up to 12 months from the day we have photographed your newborn, after which time they will be deleted. Your information we use will also be deleted at the same time, unless you advise us to keep them for longer. Please keep in mind additional cost of \$20 will be charged to you.

Storks Photography recognises the importance of protecting our clients' privacy. In particular, we care about the processes for collecting, handling, storing and disclosing information about our clients

**Online payment:** We use PayPal to bill for our online package system. PayPal will therefore have access to your personal and payment information. When paying by credit card online, we (Storks Photography) do not ever have any access to your credit card details.

**We share information with PayPal only to the extent necessary for the purposes of processing payments you make via our website.**

**Purchased Images:** All images selected for purchase are final once ordered and paid for. No refunds will be provided.

**Failure to Perform:** If the Photographer is unable to perform this agreement due to illness, emergency, fire, casualty, strike, act

of God or causes beyond the control of the Photographer, the Photographer and Client shall make every attempt to reschedule the session. Further, if the Photographer is unable to deliver photographic materials due to technological malfunctions, including but not limited to camera and processing, or otherwise lost or damaged without fault of the Photographer, The photographer should have no further liability.

**Photographic Materials:** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. The Photographer shall make gallery proofs available through an online gallery proofing website or through an in-person ordering session. These proofs shall be available to the Client within 72hrs of the session. If an online proofing gallery delivered, it shall remain open for 60 days from delivery. If the Client requests to extend the time or reopen the online proofing gallery, a \$20 fee shall apply.

**Storks Photography website:** The information contained in this website is for general information purposes only. The information is provided by Storks Photography and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website. Every effort is made to keep the website up and running smoothly. However, Storks Photography takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond its control.

**Security of information transmitted:** Storks Photography will take all reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information. However, sending us an email message by using the 'Contact' button on the website is not protected in this way so you should take care as to what information you provide in that way as there are inherent risks in transmitting information across the internet.

Storks Photography regularly reviews developments in security technologies, though no data transmission over the Internet can be guaranteed as totally secure. Therefore, while Storks Photography seeks to protect such information, it cannot warrant the security of any information you transmit to us or from our online products or services and you do so at your own risk.

**Notify Us:** If you have any inquiries, questions or remarks about these Terms and Conditions or this Website, please don't hesitate to Contact Us at: [storksphotography@gmail.com](mailto:storksphotography@gmail.com)