

Photo Fixa – Privacy Policy and T&C

Privacy Policy

PhotoFixa is committed to providing quality services to you and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information.

We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The NPPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.

A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at <https://www.oaic.gov.au/>.

What is Personal Information and why do we collect it?

Personal Information is information or an opinion that identifies an individual. Examples of Personal Information we collect includes names, addresses, email addresses, phone and facsimile numbers.

This Personal Information is obtained in many ways including **[interviews, correspondence, by telephone and facsimile, by email, via our website [ww.photofixa.com.au](http://www.photofixa.com.au), from your website, from media and publications, from other publicly available sources, from cookies- delete all that aren't applicable]** and from third parties. We don't guarantee website links or policy of authorised third parties.

We collect your Personal Information for the primary purpose of providing our services to you, providing information to our clients and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing.

When we collect Personal Information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

Sensitive Information

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

Sensitive information will be used by us only:

- For the primary purpose for which it was obtained
- For a secondary purpose that is directly related to the primary purpose
- With your consent; or where required or authorised by law.

Third Parties

Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties. In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.

Disclosure of Personal Information

Your Personal Information may be disclosed in a number of circumstances including the following:

- Third parties where you consent to the use or disclosure; and
- Where required or authorised by law.

Security of Personal Information

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information.

However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.

Access to your Personal Information

You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

PhotoFixa will not charge any fee for your access request, but may charge an administrative fee for providing a copy of your Personal Information.

In order to protect your Personal Information we may require identification from you before releasing the requested information.

Maintaining the Quality of your Personal Information

It is an important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up-to-date. If you find that

the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

Policy Updates

This Policy may change from time to time and is available on our website.

Privacy Policy Complaints and Enquiries

If you have any queries or complaints about our Privacy Policy please contact us at:

Mailing: PhotoFixa, PO Box 563, Moffat Beach, Qld, 4551

Email: photofixa@optusnet.com.au

Ph: 0479 104 401

Terms and Conditions

1. **Invoices:** The client will pay Photo Fixa (PF) invoices upon receipt. There will be 5% late payment charge on amounts due and unpaid within ten (10) days of the mailing of the invoice. On all amounts thereafter due and unpaid there will be a 1.5% per month interest charge, accruing daily, until the amount due is paid in full, not to exceed the maximum amount permissible by law.
2. **Services & Costs (Quote).** Estimated amounts are only for the services and costs described in the Quote. There will be additional charges for any additional services and costs rendered or incurred for performance. Additional charges will be invoiced to the Client.
3. **Cancellation, Postponement, Delay, and Additional Time.** If Client postpones or cancels services or expenditures once this agreement has been confirmed, and time committed, the full amount of PF fees and any expenses incurred that are associated with this assignment shall be due and payable to PF as a cancellation or postponement charge. The Client will be charged the full amount of the Quote in addition to the cancellation or postponement charge, where the Quoted services or expenditures are performed or incurred after a cancellation or postponement. The Client will be charged for any delays in performance which are not the fault of PF.
4. **Photographic Material.** The photographic materials referenced in the Quote are deliverable only in the format therein specified. The restoration services performed by will be those of PF or its employees or contractors. PF shall make a good faith effort in the performance of all services. PF may but shall not be required to keep archives or copies of the photographic materials. Except for those expressly identified as being for permanent transfer to Client, and unless specified by the express terms of the Quote, all photographic materials, remain the property of PF.
5. **Limitations on Liability.** The photographic material is deliverable in the specified format, AS IS, where is, at the place designated in the Quote, or if none, at PF's principal place of business. Except as provided for in the Quote, the clients photographic materials will not be insured. PF shall not be responsible for the risk of loss for the photographic materials while the same are in PF's possession or in the hands of any carrier, beyond the amount of any insurance, if any, procured by PF for the client at the client's written request and expense as shown in the Quote. Except as expressly provided for in the Quote, PF will not obtain any independent insurance for the photographic materials. PF makes no warranties, express or implied, with regard to the deliverable photographic materials. **All warranties of merchantability and or warranties of fitness for a particular purpose, and any and all other warranties express or implied, are expressly disclaimed** to the fullest extent permitted by law. In the event that PF's work becomes lost, unusable, or damaged due to equipment malfunction, processing, or technical error prior to delivery, PF shall at PF's sole election be provided by the client with a reasonable opportunity to perform the photographic services to replace the lost, unusable or damaged work; and PF may require that PF first be paid in full for such work. PF's liability to client for any acts or omissions arising out of or in connection with this agreement shall not, in any event, exceed the amount paid by client to PF under this agreement. In no event shall PF be responsible for incidental, or consequential damages. The client shall indemnify, protect, hold harmless, and defend through Counsel of PF's choosing, PF from and for any and all claims, demands, actions, proceedings, and costs (including without limitation reasonable solicitor fees, court costs, and litigation related expenses) which arise out of or in connection with PF's performance of services for the client, or the client's use of PF's work, except where the same arises solely from PF's own negligence.

6. **Rights.** Except as expressly stated in the Quote, all rights, title, and interest, in and to the photographic materials, including without limitation the copyrights, design patents, publicity, attribution (and other rights in the photographic materials), including without limitation any renewals or extensions thereof, now or hereafter arising, shall be and shall remain except as may be subsequently licensed by PF the sole property of PF in perpetuity, throughout the world. All permissions must be signed by PF in writing and are otherwise invalid. Permissions granted to clients are expressly conditioned upon payment in full; absent full payment such permissions shall be deemed void *ab initio*. Except as expressly licensed in the Quote, permission to include PF work in a collective work includes the work only in the stated media and excludes permission to include the work in other media, or any revision of the collective work or later series. The client is not authorized to remove copyright management information from PF work, and any authorization granted to clients to use PF work is conditional on the client's inclusion of the copyright management information which is designated in the Quote, which in no event shall include less than PF's authorship designation and copyright notice, and such other information as would permit through a reasonably diligent search the identification of PF as copyright owner. Permissions granted may not be assigned or sub-licensed.
7. **Disputes.** In the event of a dispute arising under this agreement such dispute shall at PF's election be resolved exclusively by binding arbitration in accordance with the rules of the Commercial Arbitration Act of the States and Territories. The arbitrator shall determine the prevailing party and shall order that they be reimbursed their arbitration fees, arbitration costs, and legal fees and costs incurred for and in connection with the arbitration. The arbitration shall be conducted in the Capital City of each state and the decision of the Arbitrator shall be final, binding, and enforceable in any court having jurisdiction. The parties consent to the personal jurisdiction and exclusive venue of the courts of Brisbane for any litigation commenced under or in connection with this agreement. The laws of Australia, without regard to its rules for conflicts of law resolution, shall apply in the construction of this agreement. Actual solicitor's fees and all actual costs shall be awarded to the prevailing party against the losing party in any such litigation.