



JCMF CODES OF PROFESSIONAL PRACTICE

1. I shall at all times present myself and my imaging services, in such manner as will uphold and dignify my professional status.
2. I will deal with the public with honesty and integrity. I shall exercise reasonable skill, care and diligence in the discharge of my duties, giving full consideration to the requirements of the client.
3. I will not use any marketing or competitive practice, which violates any Federal or State statute or any decision of a Federal or State court.
4. I shall, if engaged in any imaging or photographic genre which involves direct contractual relationships with domestic consumers (Business to Consumer) allow the client three working days, after the placement of an order or the signing of a contract, during which time the client may change without penalty the extent of such order or contract.
5. I will not utilise any form of "high pressure" selling tactics to book clients or influence clients to place orders.
6. I will reveal all material facts; avoid concealment of information and refrain from the use of innuendoes in advertising and selling that might cause consumers to be misled, so that the truth about services of products may be fully understood. I will provide a complete and comprehensive written price list outlining my services and products prior to undertaking any photographic assignment.
7. I will fulfil all contractual obligations, offer reasonable warranty of products and services, and perform on such warranty without hesitation, where claims are justified. I will ensure that all domestic photography transactions, including the production of albums, does not take more than three months from the date of order, or a firm delivery date be agreed in writing at the contract stage.
8. I will advertise and sell the merits of my services and products honestly and undertake only assignments that my firm or I can reasonably expect to complete with professional competence.
9. I will refer the client to another suitably qualified and ethical provider who can best fulfil the client's needs if my organisation or I cannot undertake the work.
10. I will not commit any acts that will discredit the profession and I will refrain from degrading competitors.
11. I will ensure that any matter referring to copyright is underlined on contracts (or printed in bold type in any new contracts), and that reasonable usage rights for the studio be contractually established at the time of the original contract, and that these rights extend to an agreed level of promotion for the studio, including entry into professional competitions and exhibitions.
12. I acknowledge that every client entering into a contract with my business is entitled to receive a copy of this Code of Professional Practice.
13. I acknowledge that every JCMF employee and sub-contractor will adhere to this Code of Professional Practice.



JCMF CUSTOMER SERVICE POLICY

In accordance with the ACL

- Services will be provided with due care and skill
- Services will be fit for any disclosed purpose
- Services will be provided within an agreed time schedule, or within a reasonable time frame

JCMF WILL NOT engage in unconscionable practices

Major Problems

If a major problem occurs, the client can choose to cancel the service contract or keep the contract and get compensation for the difference between the service delivered and what was paid for. Examples of major problems:

1. JCMF delivered services in breach of our Codes of Practice
2. Services is unfit for the agreed purpose and cannot be resolved within a reasonable time
3. The service directly causes an 'unsafe' situation (Such as imagery that endangers a child or person)

Minor Problems

If a minor problem occurs, the client may not cancel the contract for refund immediately. The client must allow a minimum of 21 days from date of notice for JCMF to rectify the issue, before the matter can be pursued further.

JCMF CUSTOMER SERVICE GUARANTEE

At JCMF, clients set the mark for our awesomeness.

Tell us what you desire, and JCMF will research the depths of oceans and breathe the thin air on top of Everest in order to create for you, photography solutions unique to you, and much better than you asked for.

On the impossible change that we fall short of being awesome; we'd ask you just once, humbly to be nice and give us another fair-go. And if we still cannot rise to the challenge, we can then negotiate a compensation.

Disclaimer

JCMF will take great care to ensure that all creative work is signed off by the client each step of the way. If the client has had an epiphany and decides to go off another tangent at the later stages; as much as JCMF will try to accommodate the changes, such changes may require extra time and at additional costs which will be charged to the client. In this instance, the agreement to make changes is in no way an acknowledgment of our less-than awesomeness.



JCMF COPYRIGHTS NOTICE AND GENERAL INFORMATION

There is no system of registration for copyright protection in Australia. Copyright protection does not depend upon registration, publication, a copyright notice, or any other procedure—the protection is free and automatic. A photo is protected by copyright automatically from the moment it is taken. Owners of copyright in photos have the exclusive right to reproduce, publish and communicate the photos. Copyrights lasts for the duration of and until 70 years from the end of the year the photographer died. JCMF will never resell images that it does not have copyrights/ licenses to.

Commissioned Works- Personal/Domestic Purposes

The first owner of copyright in them is the client, unless the JCMF or the photographer and client agree otherwise. Clients will allow JCMF or the photographer to use the images for portfolio and self-promotion purposes, in print and online. JCMF will endeavour to use the work in the least invasive manner to the privacy of the client. Works are restraint for personal and or domestic use only. Not for re-sale. JCMF or the photographer reserves rights to negotiate further payment for uses that were not contemplated at the outset.

Commissioned Works- Commercial Purposes

The first owner of copyright in them is JCMF or the photographer, unless all parties agree otherwise. Use of images will be discussed and agreed by both JCMF and client before the work is undertaken. Works are restraint for said use only. Not for re-sale. Photographer reserves rights to negotiate further payment for uses that were not contemplated at the outset. Images are to be credited to the photographer and copyright owner in all instances, in a way that is acceptable for all parties.

Image Editing for Commissioned Works

- *Clients are permitted to*
- *Crop or resize the images freely*
- *Apply image filters so long as it does not compromise the integrity and visuals of the work*

Clients are NOT permitted to

- *Apply major retouch on the images*
- *Photographer reserves rights to claim moral rights and take action when work is distorted or treated in a way that is prejudicial to photographer's reputation*
- *For major image retouch, please contact copyright owner before proceeding*



JCMF COPYRIGHTS NOTICE AND GENERAL INFORMATION

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Sub-Contracted Works (JCMF as Employer)

Unless negotiated and agreed upon prior to the commencement of the contract, the subcontractor contracted for photography services by JCMF will sign off copyrights to JCMF. Depending on the nature of the works, the first owner of copyright in them would be either JCMF or the client only. Moral rights remain with the photographer at all times.

Photos taken by JCMF Employee

The employee contracted for photography services by JCMF will sign off copyrights to JCMF. Depending on the nature of the works, the first owner of copyright in them would be either JCMF or the client only. Moral rights remain with the photographer at all times.

Images should be credited following conventions listed

Photographed by JCMF;

Photographed by Jennifer Chua;

Photo and copyright by JCMF;

©Photo by JCMF;

©JCMF;