



Heartfelt Code of Conduct – APPROVED – SEPTEMBER 2014

Heartfelt Principles

- 1.1 Heartfelt is a not for profit association which operates to provide professional quality photography services to families who meet our criteria in a caring and compassionate manner. (Heartfelt)
- 1.2 As a member of Heartfelt you agree to abide by the Heartfelt Code of Conduct and other policies and procedures as may be published on the “Members only” section of the Heartfelt website from time to time.

Purpose

- 1.3 The purpose of this document is to ensure that there is clear communication and understanding of Heartfelt’s guiding principles and the terms of your association with Heartfelt.

Your obligations

- 1.4 You agree to pay the annual membership fee as determined by Heartfelt.
- 1.5 You agree to be available for a minimum of six sessions (for members located within metro areas only), in any calendar year.
- 1.6 For the services you provide you agree to:
 - (a) Conduct yourself in a professional, sensitive and compassionate manner at all times, maintaining full privacy and confidentiality for the families using this service;
 - (b) Provide a professional quality photographic service to the best of your ability, utilising appropriate equipment and techniques;
 - (c) Complete the processing and uploading of images to a professional standard and complying with Heartfelt policies and procedures to a private secure Heartfelt gallery within a timely manner, preferably within one week and at the very latest within two weeks of the date of the session;
 - (d) Ensure that the images from sessions are appropriately stored and backed up;
 - (e) Be responsible for all equipment you use throughout a session and agree not to make any claims on Heartfelt for any damage that you may incur as a result of attending a session;
 - (f) Work co-operatively with the State / Area reps ensuring that they are aware of all



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sessions /retouching requests

- (g) Work with hospital, medical or other institutional staff members and other persons who may enquire about or refer the services of Heartfelt with courtesy and professionalism.
- (h) Ensure that details of sessions/retouching requests are recorded in a timely and professional manner as per Heartfelt requirements.

1.7 For the services you provide, you must not:

- (a) Charge a family for any additional services required in order to complete a session.
- (b) Solicit further work from families for which you have conducted a session (which includes, but is not limited to, having Heartfelt families on your “marketing list”). You may provide further, paid services to the family if they contact you directly;
- (c) Use your membership of Heartfelt as promotional leverage for your business.

1.8 For photographers providing onsite services you agree to:

- (a) Wear your Heartfelt Photo ID to all sessions and at all time during a session;
- (b) Maintain your relevant local (state, territory etc) version of a "working with children permit";
- (c) Ensure that you are not alone with a child during a session and that a staff or family member is always present;
- (d) Comply with the infection control, privacy and OH&S requirements of the hospitals or institutions in which you provide this service;

1.9 The use of images obtained from Heartfelt sessions is strictly controlled. All permissions for image use from the family must be media and time specific. Specifically you:

- (a) Grant the family exclusive rights for unlimited use of the images in perpetuity.
- (b) Must obtain a release from the family to use any of the images from a Heartfelt session for any public purpose or use whatsoever.

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- (c) Must show appropriate care and concern for the family before approaching them for a release to use images; at the very least a minimum of three months from the session date and preferably longer.
 - (d) May not use a session image in any competition or award entries;
 - (e) Must gain prior approval from the Heartfelt President (or delegate) prior to seeking approval to use a session image in social media, blogs, websites or other promotions or communications media.
 - (f) Acknowledge and agree that a family may withdraw permission to use an image at any time.
- 1.10 You acknowledge that you are a volunteer and not employed by Heartfelt and that Heartfelt shall not be held liable or responsible for any action or claims suffered by you as a result of any session and that Heartfelt will not cover your legal costs, losses or any liabilities arising out of any sessions or associated work you do as a member of Heartfelt.
- 1.11 If you are involved in any manner in the representation of Heartfelt in the public arena, with hospital and/or medical staff or allied services, or the media, (mainline or social), the representations you make about or on behalf of Heartfelt must be proper, accurate and not bring the organisation into disrepute.
- 1.12 Members shall, in performing the services, comply with all applicable laws and regulations.

Termination of agreement

- 1.13 Either Heartfelt or you may terminate this arrangement at any time, by notice in writing to the other party.
- (a) If you terminate your arrangement with Heartfelt, you must immediately remove all information, logos and branding regarding Heartfelt from your business materials, including websites, cards, advertising materials and all other forms of communications.
 - (b) Your obligations as set out in this document continue after the session ends and where appropriate survive the termination of your membership with Heartfelt.