GENERAL TERMS AND CONDITIONS OF SALE, USE OF THE WEBSITE AND SERVICES PROVIDED

1. Preamble

These General Terms and Conditions of Sale (GTCS) govern the contractual relationship between Anne-Sophie Parent, a professional photographer based at 168 chemin des Baux, 06750 Séranon, and any individual or legal entity wishing to engage her photographic services.
Placing an order or booking a service implies full and unreserved acceptance of these GTCS.
For minor subjects, written parental consent is mandatory. The presence of at least one legal guardian is required throughout the entire session.

2. Purpose

The purpose of these GTCS is to define the terms under which the photographer provides her services, including but not limited to:
photo sessions, wedding coverage, and shoots for christenings, maternity, newborns, and families, as well as the sale of photographic products (prints, albums, presentation boxes, digital files, etc.).

3. Scope of Application

These GTCS apply to all services offered by the photographer, whether ordered directly, via email, by telephone, or through the website www.livelystories.fr.
Information presented on the website is for guidance only and is non-contractual. The photographer reserves the right to modify her offers, rates, and these GTCS at any time; however, the applicable terms are those in effect on the date the quote is signed.

4. Duration of Services

The duration of each service is specified in the signed quote or contract.
For wedding coverage, the service includes coverage up to a maximum time of 12:30 AM (00:30), unless otherwise stated in the quote.
Any additional hours requested by the Client and agreed to by the photographer will be billed at a rate of €200 per hour; any hour started is payable in full. Payment for overtime may be made after the work has been performed.

5. Booking and deposit

A booking becomes firm and final upon receipt of:
the signed quote or contract, and the payment of a deposit, the amount of which is specified in the quote.
The balance for the service is due no later than seven (7) days before the scheduled date.
Quotes are valid for one (1) month from their date of issue.
A booking option for a specific date may be granted for a maximum period of seven (7) days. If the signed quote is not returned and the deposit not paid within this timeframe, the date may be allocated to another client without prior notice.

6. Rates and payment

Accepted payment methods are: bank transfer or cash.
Unless otherwise stated on the quote, a deposit is required at the time of booking, with the balance due no later than the day of the service.
In the event of late payment, late payment penalties amounting to 10% of the total amount due may be applied, without the need for a prior reminder.

7. Payment in installments – Weddings only

Payment in three installments is available for wedding services exceeding €1,990, subject to written agreement. A payment schedule will specify the amounts and dates. In the event of a delay exceeding 15 days, the entire outstanding balance becomes immediately due.

8. Cancellation

a. Photo sessions (excluding weddings/baptisms)

If the client cancels the session, the deposit paid is retained by the photographer to cover preparation costs and lost revenue resulting from the unavailability of the reserved date.

b. Weddings/Baptisms

All cancellations must be notified in writing.
Cancellation more than three (3) months before the event date: the deposit paid is retained by the photographer.
Cancellation less than three (3) months before the event date: the total cost of the service remains due as compensation, and the deposit paid is retained by the photographer. This provision is due to the impossibility of rescheduling the date on such short notice.
In the event of duly justified force majeure (serious illness, accident, death), rescheduling the service may be considered, subject to availability, or a refund may be reviewed on a case-by-case basis.

c. Cancellation by the photographer

In the event of a major impediment preventing the photographer from attending, she undertakes to propose a substitute photographer with equivalent skills and style. If no substitute solution is accepted by the client, all sums paid will be refunded, without giving rise to any additional compensation.

9. Rescheduling and modification

Any request to reschedule or modify the booking (date, location, times) must be submitted in writing no later than two (2) weeks before the scheduled date.

a. Photo sessions (excluding weddings/baptisms)
Rescheduling is accepted subject to the photographer's availability and must take place within a maximum of thirty (30) days following the originally scheduled date. Beyond this deadline, the session will be considered cancelled, and the cancellation terms will apply.

b. Wedding / Baptism
If the event is postponed, the rescheduling will be accepted subject to the photographer’s availability.

In the event of postponement without a compelling reason (excluding *force majeure*), the rates in effect on the new date will apply, even if a quote had previously been issued.
In the event of postponement due to a duly justified case of *force majeure*, rescheduling without penalty may be considered, subject to availability.

If the photographer is unavailable on the proposed new date, the postponement will be treated as a cancellation, and the terms set out in Article 8 (Cancellation) will apply.

10. Delivery and Turnaround Time

Online photo galleries are delivered within an estimated timeframe of one month following the date of the service for weddings.

This timeframe may be extended in exceptional circumstances—such as seasonal high volume, technical failure, strikes, illness, force majeure, or non-payment of the balance by the Client—without giving rise to any form of compensation.

Physical items (USB drives, albums, prints) are handed over following full payment for the service, either in person or via postal delivery. Any shipping costs are to be borne by the Client.

Photographs are archived for a period of one (1) year from the date of delivery. It is the Client’s responsibility to create personal backups. Beyond this period, the photographer no longer guarantees the preservation of the files.

11. Weather Conditions

In the event of adverse weather conditions making the session impossible or unsuitable, the session may be rescheduled at no extra cost, subject to the photographer's availability.
For weddings, weather conditions do not constitute grounds for cancellation of the service. The photographer will adapt to the prevailing conditions to ensure coverage of the event.

12. Photographer’s Liability

The photographer commits to providing a service in accordance with the signed quote and to employing all necessary means for its successful execution, using professionally maintained equipment.

In the event of equipment failure, data loss, an accident, or any event beyond her control preventing the delivery of images, the photographer's liability shall be strictly limited to refunding the amounts paid; no additional compensation may be claimed.
The photographer shall not be held liable for accidents, bodily injury, or property damage occurring during the session or the event.

13. Right of withdrawal

In accordance with Articles L.221-18 et seq. of the Consumer Code, the Client has a period of fourteen (14) calendar days from the signing of the quote to exercise their right of withdrawal, where the booking is made remotely.

However, in accordance with Article L.221-28 of the Consumer Code, the right of withdrawal does not apply to services linked to events on a specific date, such as weddings, christenings, or private events.

If the right of withdrawal is exercised within the applicable statutory period, any sums paid will be refunded. After this period, any cancellation will result in the application of the terms set out in Article 8 – Cancellation, specifically the retention of the deposit.

14. Copyright

The photographs remain the intellectual property of Anne-Sophie Parent (Article L.111-1 of the Intellectual Property Code). No raw files (RAW) will be provided. The Client receives a license for private use of the delivered images.

15. Image rights and publication

The Client authorizes the photographer to use the images created during the service for communication and business promotion purposes (website, social media, promotional materials, portfolio, professional publications, competitions).

This authorization is granted without time or geographic limitations.
However, the Client may object to such use by expressly notifying the photographer in writing prior to the performance of the service.

Photographs featuring minors will under no circumstances be made public without the prior written consent of their legal guardians. The photographer undertakes not to infringe upon the Client's privacy, dignity, or reputation, and to use the images in a respectful and professional manner.

When the Client publishes or shares photographs taken by the photographer on social media, they agree to clearly credit the photographer by name or professional account specifically @livelystories.photographe whenever the platform allows it.

16. Archiving and backup

Digital files produced as part of the service are archived on secure storage media for a period of one (1) year from the date of delivery.
After this period, the photographer no longer guarantees the preservation, restoration, or re-issuance of the images. It is the Client's responsibility to create their own backups upon delivery of the files.

17. Travel & Logistics

a. Travel included around Séranon

For wedding coverage, travel is included within the following radius:
- 100 km for the 12-hour package.
- 50 km for the 8-hour package.

Beyond the included radius, a rate of €0.60/km applies. This fee covers all travel-related costs (fuel, vehicle wear and tear, and travel time). Any toll fees are to be covered separately.

b. Accommodation

For weddings located further away, accommodation must be provided to ensure I can be present under optimal conditions:
Between 90 and 120 km: one night (the night of the wedding).
Beyond 120 km: two nights (the night before and the night of the wedding).

c. Parking

Any parking fees at the wedding venue(s) are the responsibility of the couple.

d. Photographer's meal

For wedding coverage exceeding 8 hours, the Client agrees to provide a hot, substantial meal for the photographer—ideally served at the same time as the guests' meal or at a time that minimizes any interruption to the photographic coverage.

In the event that a meal is forgotten or not provided despite this obligation, the photographer may temporarily leave the reception venue to obtain food, to the extent necessary, while making every effort to minimize the impact on event coverage. Such an absence shall not be considered a breach of contract, provided it results from the failure to supply the meal stipulated in the contract.
18. Respect and conduct during the session

The Client agrees to conduct themselves respectfully toward the photographer and any person acting on her behalf, and to behave in a manner conducive to the smooth running of the session. Any behavior that is seriously disrespectful, insulting, threatening, aggressive, or discriminatory, or that endangers the photographer, her equipment, or the persons present, may result in the immediate termination of the session.

Where circumstances permit, the photographer may ask the Client to cease the behavior in question. In the event of serious misconduct or a situation compromising her safety or personal integrity, she may leave the premises immediately.

In such cases, the interruption or termination of the session resulting directly from the Client's behavior shall not entitle the Client to a refund of any sums already paid, without prejudice to any damages the photographer may claim.

19. Gift Cards

Gift cards are non-transferable, non-exchangeable, and non-refundable.
They are valid for six (6) months from the date of purchase. Once this validity period has expired, the gift card will be considered void and will not entitle the holder to any refund, extension, or compensation, unless otherwise agreed upon by the photographer as an exception.
Booking a session using a gift card is subject to the photographer's availability.

20. Rental and Use of the Photo Booth

The photo booth is available for rent for the duration specified in the quote or invoice. For wedding services, the photo booth is provided until 1:00 AM at the latest, unless otherwise agreed in writing by the parties.

The photo booth is set up by Anne-Sophie Parent upon the service provider's arrival at the event venue, in a space previously agreed upon with the client that allows for proper installation and use. The client agrees to provide a suitable, accessible location with a nearby power supply, where required.

The photo booth is activated by Anne-Sophie Parent following installation. The client may not request installation prior to the service provider's scheduled arrival time, unless a specific agreement to that effect is noted in the quote.

Any extension of the usage period beyond the time specified in the contract requires prior agreement from Lively Stories and may result in additional charges.

The photographer is fully responsible for installation, activation, dismantling, and technical maintenance (paper management, settings, and ensuring proper operation) throughout the event.

a. Location, Access, and Technical Requirements

Venue Access: The Client shall ensure that the reception venue is accessible to the Service Provider for the unloading and installation of the equipment. Outdoor use and weather conditions: For outdoor events, the equipment must be sheltered (e.g., in a tent, marquee, or under a covered terrace) to protect it from direct sunlight, rain, wind, and moisture. The Service Provider reserves the right to refuse installation or relocate the unit if weather conditions pose a risk to the equipment.
Cleanliness and safety: Consuming food or beverages in the immediate vicinity of the unit is strictly prohibited.

b. Technical issues and force majeure

In the event of an unforeseen technical equipment failure (software bug, mechanical jam, venue power outage) that cannot be resolved on-site:
If digital image capture remains functional, the service will continue in digital-only mode, and a pro-rata refund will be issued to compensate for the loss of the printing component.
The Service Provider cannot be held liable for malfunctions caused by the venue's power supply or by misuse by guests.

c. Copyright and image rights

Photographs taken via the photo booth remain subject to copyright laws.
The Client and their guests have the right to use the digital files obtained via the online gallery for private purposes.
Unless the Client expressly refuses in writing prior to the event, the Service Provider reserves the right to use a selection of images (excluding those identifying specific individuals) to promote their business (website, social media, price lists).

d. Photo prints

The photo booth rental includes unlimited photo prints for the duration of the service, within the rental timeframe specified in the quote.
Guests may print their photos directly from the booth during the event at no extra cost based on the number of prints.
Unlimited printing applies only to the rental period specified in the contract; no carry-over, refund, or compensation will be granted if the maximum theoretical number of prints is not reached.
Consumables required for printing are provided by Anne-Sophie Parent as part of the service.

e. Liability and equipment use
The Client is responsible for the equipment made available to them for the duration of the event. They agree to ensure the photo booth is used in accordance with the instructions provided by Lively Stories and is handled with care. The client is specifically liable for any damage, deterioration, impact, unauthorized relocation, or improper use of the equipment caused by the client themselves, their guests, participants, or any person under their responsibility.
In the event of dangerous behavior or intentional or repeated damage to the equipment, Lively Stories reserves the right to temporarily or permanently suspend use of the photo booth, without entitling the client to a refund for the service.

f. Security deposit
A security deposit of €900 is required from the client prior to the provision of the photo booth. The purpose of this security deposit is to cover, in particular, any damage, deterioration, loss, or costs resulting from improper use of the equipment, as well as any restoration costs that may be necessary following the rental period.

The security deposit does not constitute payment for the service and may not be used by the client to settle all or part of the invoice.
The security deposit will be returned to the client after inspection of the equipment during dismantling or within 48 business hours, less any restoration or replacement costs.

In the event of deterioration, loss, or damage attributable to the client, Anne-Sophie Parent may withhold all or part of the security deposit to cover repair, replacement, or restoration costs.
Where the cost of the damage exceeds the amount of the security deposit, the client remains liable for the additional amount corresponding to the actual, substantiated loss incurred.
Any deduction from the security deposit will be justified to the client.

The security deposit does not absolve the client of the obligation to take care of the equipment and to comply with the conditions of use set out in this contract.

21. Personal Data (GDPR)
Personal information collected in connection with the service (name, contact details, billing data, images) is necessary for managing the business relationship and performing the service.
This data is strictly confidential and is neither sold, transferred, nor disclosed to third parties, except where required by law or necessary for the performance of the service (e.g., technical providers for online galleries).
In accordance with the General Data Protection Regulation (GDPR), the Client has the right to access, rectify, object to, restrict the processing of, and delete data concerning them.
Any request may be sent via email to: hello@livelystories.fr

22. Force Majeure

Force majeure is defined as any unforeseeable, unavoidable event beyond the control of the parties that renders the performance of the service impossible (e.g., serious illness, accident, death, natural disaster, fire, administrative decision, travel restrictions, etc.).

In the event of a duly justified case of force majeure:
the service may be rescheduled to a new date, determined by mutual agreement and subject to the photographer's availability;
if rescheduling is not possible, the amounts paid will be refunded, to the exclusion of any other compensation.

The photographer shall not be held liable for any indirect damage or loss suffered by the Client due to force majeure.

23. Mediation and Disputes

In the event of a dispute, the Client agrees to contact the photographer first in order to seek an amicable solution. Failing an amicable resolution, and in accordance with Articles L.612-1 et seq. of the Consumer Code, the Client may refer the matter, free of charge, to the following consumer mediator: Centre de la Médiation de la Consommation de Conciliateurs de Justice (CM2C)

📍 Website: www.cm2c.net

Failing an amicable agreement or mediation, any dispute shall fall under the exclusive jurisdiction of the competent French courts.

24. Acceptance of the General Terms and Conditions of Sale

Signing the quote or contract, as well as paying a deposit, constitutes full, complete, and unreserved acceptance of these General Terms and Conditions of Sale. The General Terms and Conditions of Sale are attached to the quote and may also be viewed at the following address: https://www.livelystories.fr/cvg/