

CONTRAT DE PRESTATION PHOTOGRAPHIE.

This document is an English translation of the original French version. In case of any discrepancy, the French version shall prevail.

By signing any commercial proposal dated from **08/10/2025** and systematically associated with these General Terms and Conditions of Sale, the following is agreed: The photographer is the author of the images, operating under the brand **KALONE PHOTOGRAPHIES**.

The client is the individual who commissions a report or photographic session, and who may use the resulting images in accordance with the terms specified in the commercial documents.

1 – GENERAL CONDITIONS

Any order is defined by the description stated in the signed commercial proposal bearing the mention “*Confirmed order on .././...*” It must include the date, the agreed shooting conditions, the expected result, the mode of delivery, the amount and description of all services, together with the payment of the deposit and any additional payment terms.

2 – DATES AND DEADLINES

The shooting date may vary according to weather conditions, workload, and scheduling periods. It must be agreed upon at the time of signing this contract. If the date does not appear in print, it must be added in accordance with what has been agreed with the photographer.

- No date can be guaranteed prior to the conclusion of this contract and written confirmation of the order.
- The delivery date corresponds to the availability of the final photographs, either digital or physical. It is provided as an indication only and cannot be used as a basis for any claim in the event of delay.

3 – CONDITIONS OF USE

The service applies to a specific project and mode of diffusion indicated on the order confirmation.

New conditions may be agreed upon in consultation with the photographer (see terms on a new commercial proposal).

4 – COMMITMENTS

- The client agrees to carry out the project. In the event of the client's inability to do so, it is their responsibility to propose a new shooting date. Otherwise, the deposit paid may be retained according to the costs and circumstances incurred.
- If the photographer is unable to complete the project, they must make themselves available as soon as possible or propose an alternative solution to complete the work within a reasonable time and with a satisfactory result. If not, the photographer may reimburse any deposit related to the unfulfilled service.

REPLACEMENT MEANS

If circumstances require, the photographer may entrust part or all of the service to a qualified collaborator or subcontractor, while guaranteeing the expected quality and compliance with the agreed commitments.

5 – RIGHT OF WITHDRAWAL

The client benefits from a 14-calendar-day withdrawal period granted by the photographer, except in the case of sales concluded at a trade fair or exhibition.

The period begins on the date of the order confirmation.

The order is considered firm and final after the expiry of the withdrawal period and sixty (60) days before the scheduled event.

The full amount of the service becomes payable sixty (60) days before the event date.

6 – OWNERSHIP AND IMAGE RIGHTS

The client and all participants in the event expressly grant the photographer the right to use their image. This may be used for promotional purposes (portfolio, website, social networks, printed materials, catalogues, etc.).

The client may request specific limitations on image use in accordance with privacy rights, which must be stated at the time of order.

- By this contract, the client agrees to respect image rights, copyright, and artistic integrity. The client may use the images only under the terms defined in the order, and only after full payment of the service. The client shall not modify the production in any way (resizing, retouching, cropping, compression, removal of watermark, etc.).

To obtain modified versions, the client must make a specific request to the photographer. To comply with copyright law, the following credit must appear with any use of the images:

“Photo credit: {photographer's name} – <https://kalonephotos.fr>”

It is strictly forbidden to use the mentions “DR”, “Royalty-free”, or to omit the credit line.

7 – DATA PRESERVATION GUARANTEE

The photographs will be securely stored in private, duplicated digital form for a minimum of two (2) years after delivery. It is the client's responsibility to back up and duplicate the files on a medium of their own.

8 – GDPR

- The website is subject to GDPR (General Data Protection Regulation) compliance. Data processing is managed through specific configurations and cookie-based technologies. These cookies are not used for behavioural tracking or advertising purposes but solely to measure anonymous traffic and visitor origin.
- Preparing a commercial proposal involves collecting personal data. This data is processed in a private database and may be shared with third parties acting on behalf of the photographer (payment providers, satisfaction

surveys, newsletters, collaborators, etc.) for the sole purpose of providing the best service possible. The photographer undertakes not to sell or transfer personal data to any third party for unsolicited use.

- You may exercise your right of access and rectification at any time by email or post at **infos@kalonephotos.fr**.

9 – LATE PAYMENT FEES

In the event of late payment, the statutory interest rate in force may be applied. Unless otherwise agreed, the photographic work may be destroyed or made inaccessible three months after the original delivery date, while the client remains liable for any outstanding balance.

Discount condition: No discount will be granted for early payment.

10 – DISPUTES

In case of disagreement, dialogue is encouraged as the first approach. Many amicable solutions are available.

You may contact the mediator subscribed to by the photographer:

Centre de la Médiation de la Consommation de Conciliateurs de Justice (CM2C)

49 Rue de Ponthieu, 75008 Paris

Tel: +33 (0)1 89 47 00 14

Email: cm2c@cm2c.net

Website: <https://www.cm2c.net>

Only the **District Court of Draguignan** shall have jurisdiction for any legal proceedings.

This document is available for consultation on the official website: www.kalonephotos.fr

11 – WEBSITE

The website is entirely designed by **Killian CHATTY**, as publication director. All content belongs to Killian CHATTY, while the theme and widgets belong to WordPress, Kadence, Google, and Colorlib.

The website is SSL-secured and undergoes regular GDPR compliance audits.

LEGAL NOTICE:

Kalone Photos – Registered Photographer
CRMA-PACA du Var – SIRET: 511 478 166 000016

Killian CHATTY – 135 Avenue André MAGINOT, 83630 Régusse

Tel: +33 (0)6 16 38 70 33 –

infos@kalonephotos.fr

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