



This document is a contract defining your rights relating to the use and reproduction of voice-over services produced by Ms. Hortense Capelle (known as Hortense Capelle), a professional voice-over actress and owner of the website www.voixoff-hortense.com. These services include, but are not limited to: recording, editing, delivery of audio files, and any other related services.

By placing an order for voice-over services with Ms. Hortense Capelle, the Client declares that they fully and unreservedly accept these Terms and Conditions. These terms and conditions are agreed between Hortense Capelle and the Client. The Client is named in the quote and invoice.

1. Preamble

Voice-over recordings made by Hortense Capelle are not managed by SACEM or any other collective management organization for copyright or any organization such as SCPA; therefore, these organizations cannot request any royalties or remuneration of any kind from the Client.

However, and in particular in the context of the use made by the Client (voice mixed with music, for example) or broadcast in a public place, a legal provision concerning "neighboring rights" may apply, in which case the authorized organization is SPRÉ; as this is a law, neither Hortense Capelle nor any other entity can exempt you from it if it applies.

2. Rates and Payments

Prices are those applicable at the time of ordering or in accordance with the quote provided. The rates quoted are valid for 30 days from the date of issue of the quote. The rates, set by Hortense Capelle, take into account neighboring rights or exploitation rights depending on the use that will be made of the voice-over recordings ordered, this use being defined in these terms and conditions.

Invoices must be paid exclusively by bank transfer or PayPal (only if agreed in advance). They are payable within 30 days of the invoice date. Hortense Capelle shall not be held liable for any errors in the PayPal account address.

For all orders exceeding €250, a 30% deposit is payable by bank transfer or PayPal.

All voice-over recording orders are subject to full payment of the amount indicated on the invoice sent to the Client.

The ordered file will be sent within the time frame specified by the Customer.

For all orders, the price of the exploitation/broadcasting rights is firm and final. No refunds will be made.

Full payment of the invoiced amount gives rise to authorization for distribution (purchase of rights). No rights of distribution, exploitation, or any other use whatsoever are granted as long as the invoice remains outstanding, i.e., unpaid or even partially paid. In this case, Hortense Capelle may prohibit any exploitation and use of the recording until the entire balance invoiced has been recovered and, if necessary, initiate debt collection proceedings or issue a "payment order."

If the recording is nevertheless used upstream, for example via a YouTube video, Facebook or other platform, it may be blocked following a simple report of copyright infringement, which automatically removes the video from the hosting website.

Late payment penalties and collection costs:

Compensation for collection costs: any late payment shall give rise, in addition to late payment penalties, to the payment of a fixed compensation for collection costs to Hortense Capelle. This compensation, in the amount of 40 euros, is payable by the defaulting Customer as of right and without formalities. When the collection costs exceed the amount of the fixed compensation, Hortense Capelle may request, upon justification, additional compensation. For all professional and business customers, excluding individuals, in accordance with Article 121-II of Law No. 2012-387 of March 22, 2012, any payment incident is subject to a fixed compensation of EUR 40.00 (€) net. Collection costs amount to EUR 40 for any invoice not paid by the due date. The rate of late payment penalties is set at 10% per reminder after the due date.

3. Use of voice-over recordings

In exchange for full payment of the price of the voice-over services ordered from Hortense Capelle, the Client shall use the work delivered within the limits and conditions set out in the quote and invoice, to the exclusion of any other use. Any other use must be subject to prior written authorization and/or the acquisition of an additional license and/or the establishment of a specific contract for the desired use.

Hortense Capelle reserves the right not to grant additional authorization without having to justify the reasons.

This also means that Hortense Capelle's recordings may not under any circumstances be incorporated into speech synthesis models, synthetic voices, or AI Voice, on any platform or medium, known today or in the future.

The following are strictly prohibited:

- Any form of counterfeiting;
- Any use directly or indirectly related to any form of infringement of a third party, trademark rights, or any legal or natural person;
- Any use directly or indirectly related to the sex trade;
- Any use directly or indirectly linked to any form of incitement to racial, religious, or political hatred, violence, illegal acts, or acts that are degrading or likely to shock the public;
- And more generally, any use considered directly or indirectly to be "contrary to public decency."

4. Reproduction of a voice-over recording

The Client may reproduce Hortense Capelle's voice-over recording, for which they hold a license, on any type of medium, if and only if said reproduction is considered a backup copy or if the specific clauses of the license obtained explicitly allow it.

5. Assignment, resale, transfer of license

The Client (usually a radio station, audiovisual production company, or online voice-over service provider) is authorized to resell the voice-over service to the sponsor (the client who placed the order) for the uses specified between the parties by email and in the invoice issued by Hortense Capelle. However, the Sponsor is not authorized to resell or grant sublicenses. No form of transfer of rights is authorized beyond the original use specified in the recording order.

In general, the Sponsor may not rent, sell, transfer, or grant any rights to the voice-over recordings in any form whatsoever to any legal entity.

6. Authorized modifications

Any form of sampling, mixing, or sound processing of the voice-over recording is authorized by the client in accordance with the initial order for which the quote, recording, and invoice were established. The use of the voice-over recording that gave rise to the order is mentioned on each quote and each invoice and may not be diverted from its intended use.

7. Rights of use granted upon payment of invoice

The rights to use the voice-over recordings delivered by Hortense Capelle shall commence upon receipt of full payment of the invoice and shall automatically terminate in the event of a breach by the Client of its obligations under the contract. Hortense Capelle reserves the right to immediately and irrevocably cancel any license whose use is considered “contrary to public decency” or contrary to Article 3 of this document or contrary to public order or subject to an unpaid invoice. The Client must then immediately cease all use of the voice-over recordings provided by Hortense Capelle. Any breach of this contract by the Client, or any breach of the Intellectual Property Code, may result in legal proceedings.

The applicable penalties are those defined in the Intellectual Property Code. Hortense Capelle reserves the right to cancel the right to use the recording in the event of force majeure.

8. Liability – Limitations of Liability

Hortense Capelle undertakes to keep confidential any information provided by the Client (a radio station, an audiovisual production company, or an online voice-over service company), which has been declared as such in advance by the Client.

The Client is solely responsible for setting up voice-over recordings for use and distribution; this procedure is the sole responsibility and expense of the Client.

Hortense Capelle declines all responsibility for any consequences whatsoever, of whatever nature, arising from the use of the voice-over recordings and the use of the computer files made available to the Client, and/or the inability to use the computer files provided by Hortense Capelle.

Hortense Capelle cannot be held liable for any damage suffered by the Client as a result of the use or inability to use the voice-over recordings.

9. Guarantee

Any defects in tone or diction, or the need for re-recording due to a change in the script, must be reported within 7 days of delivery of the order. In this case, the Client may obtain one or more revisions, known as “retakes,” of the recording, based on the changes communicated by the client. Please note: any changes to the script after delivery of the audio file(s) may be subject to an additional charge (new invoice) depending on the workload involved in making these changes. Any retakes after recording due to script changes will be invoiced at a minimum of €50.

10. Delivery

Each voice-over order delivery is accompanied by an invoice.

Products are delivered free of charge via internet download, and/or email attachment, and/or other electronic means. Hortense Capelle declines all responsibility if the Client does not receive the emails sent to them (anti-spam software, any computer and/or internet access problems blocking the receipt of emails sent by Hortense Capelle).

In the event of a problem with the electronic transmission of files, the Customer shall notify Hortense Capelle within 7 days of delivery of the order.

Voice-over recordings are provided via a digital medium (download, flash memory, or any other type of computer media) in the form of a WAV audio file, or on request: MP3 (or other format to be specified when ordering).

By default, voice-over recordings are made by Hortense Capelle, who has a professional private studio. The quality of the recordings is sufficient for use on websites, radio and/or television advertising, telephone on-hold messages, internal company videos, etc. Hortense Capelle's voice-over services can also be provided in other studios.

11. Intellectual Property

All studies, quotes, proposals, and documents prepared by Hortense Capelle remain the property of Hortense Capelle and may not be disclosed to third parties or reused by the client.

12. Right of Reference

This also applies to all licenses, regardless of their specific nature. By default, Hortense Capelle is entitled to mention the Client among her references and to post the final edit online for demonstration purposes, known as "demos," on the website voixoff-hortense.com (unless otherwise specified by the production company, for example, a project under a confidentiality agreement).

13. Specific articles concerning voice-over services

The Client is authorized to cut, process, and mix a raw voice-over produced by Hortense Capelle without prior agreement. The area(s) of use granted for an order will be clearly stated on the invoice.

14. Data Protection

In accordance with the French Data Protection Act No. 78-17 of January 6, 1978 relating to data processing, files, and freedoms, the Customer has the right to access, update, and delete data (email address) concerning them. The Customer may exercise this right by sending an email or a letter (ordinary or registered) to Hortense Capelle.

The information collected via the contact form is stored in a computerized file by Hortense Capelle for customer management purposes. It is not distributed, sold, or exchanged.

In accordance with the French Data Protection Act, you may exercise your right to access and rectify data concerning you by contacting: contact@voixoff-hortense.com.

15. Law and jurisdiction

Voice-over recordings produced and delivered by Hortense Capelle are governed by the rights applicable to Performing Artists (CPI, Art. L. 212-1 et seq.). These rights also apply to all licenses, regardless of their specific nature. French law is applicable to these terms and conditions. Any disputes between the parties, whether arising from the validity or interpretation of these terms and conditions, shall be submitted to the jurisdiction of a court.

EXPLOITATION RIGHTS

Exploitation rights (also known as neighboring rights or broadcasting rights) are granted for each voice-over recording. These vary according to the use of the recording and the broadcasting media.

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