

THIS AGREEMENT is made this **(DATE)** between Copytech (UK) Ltd, trading Printondemand-worldwide.com ('PODW'), Upfront Publishing and Fast-Print Publishing with its principal offices at 9 Culley Court, Bakewell Road, Orton Southgate, Peterborough, PE2 6XD hereinafter called 'THE PUBLISHER'.

And **(author name)**
Of **(author address)**

hereinafter called 'THE AUTHOR'

WHEREAS the author warrants that the Author is the owner of the copyright in the literary work at present known as

Title name
ISBN Number

hereinafter called 'THE BOOK' and the Publisher agrees to publish the book in accordance with the following terms and conditions which are hereby mutually agreed between the Publisher and the Author.

1. WHAT THE AUTHOR PROMISES TO THE PUBLISHER

1.1 The Author warrants to the Publisher as follows:

- (a) The Author is the sole owner of all rights to print and publish the book and any part of it in any manner whatsoever and the Author grants to the Publisher the sole and exclusive right to publish and offer for sale the book in the English language and the option with the Authors approval to negotiate in respect of subsidiary rights and the Author has full power to enter into this agreement and give the warranties and indemnity contained in this agreement.
- (b) The Author was at all material times during the writing of the book a "qualifying person" within the meaning of Section 154 Copyright Designs and Patents Act 1988 and is the sole author of the book which is original in him.
- (c) The book contains nothing that is obscene, blasphemous, libellous or otherwise unlawful and will not infringe the copyright or any other rights of any third party.
- (d) The Author shall at his own expense obtain from the copyright owner written permission (which he shall supply to the Publisher on request) to include and re-produce in the book any part of the typescript or illustrative material the copyright of which is not his own in all languages, editions and formats that the Publisher intends to produce/publish and/or licence under this agreement.
- (e) All statements in the book purporting to be facts are true and any recipe, formula or instruction contained in it will not if followed accurately cause any injury, illness or damage to the user or any third party.

1.2 The Author will keep the publisher fully indemnified against all losses, actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Publisher on the advice of its legal advisors [and after consultation with the Author] to compromise or settle any claim) all legal costs or other expenses arising out of any breach of any of the above warranties or out of any claim by a third party based on any facts which, if substantiated, would constitute such a breach.

2. PHYSICAL SPECIFICATIONS PRINTING AND BINDING RUNS

The Publisher shall produce a proof of the book to the specification agreed between the Author and Publisher following discussion concerning the choice of paper, typography, design jacket, covers and binding. Final production of the book will be to the specification agreed as above taking into account any changes made during the proofing process and having been signed off as approved by the Author. No further alterations will be made without the Author's permission (except for the exact specification of paper) and any other changes may incur additional charges.

3. PAYMENTS BY THE AUTHOR

In consideration of the undertakings on the part of the publisher contained herein the Author shall pay to the Publisher in pounds sterling the amount of **(Total agreed fee £)** to make the book available for purchase through the POD supply chain. For this amount the publisher shall:

- Purchase of ISBN number.
- PDF proofs before the bound proof.
- Bound proof for approval.
- Legal distribution of the library copies with accompanying letters.
- Our designer will add a copy page to the text and barcode to the cover along with our logo.
- Data feed to Neilsons.
- **Agreed amount of** complimentary copies to the author on approval of publication.
- Listing on our retail sites for 1-year (Renewable on a subscription fee of £30.00 per year, per title) Examples of these sites are Amazon and The Great British Bookshop.
- **Any additional services as per the publishing package selected.**

If the Author requires any further alterations or design work, there will be an additional charge of £30 per half hour, which will only be carried out with the agreement of the author. If the Author requires additional proofs these will be charged at £25.00 each.

4. PRODUCTION SCHEDULE

The Publisher shall produce the book when the Author has signed-off as acceptable for printing and distribution the final proof copy of the book. There shall be added to that period, such period if any, during which the production shall have been interrupted by acts of war, stoppages of labour or other industrial action, shortages of materials, fire, flood or any other factor that may have delayed the production of the book and if the book shall not have been produced within the agreed period after the final form of the manuscript has been agreed between the Author and the Publisher (the period extended if appropriate) the Publisher shall at the written request of the author within sixty days of such request produce the book.

5. FREE COPIES UNDER THE COPYRIGHT ACT

The Publisher shall deliver a copy of the book to the British Library in accordance with law and thus ensuring the inclusion of the book in the British National Bibliography and the Publisher shall also deliver the relevant number of copies to the Agent for the Copyright Libraries. The Author can buy extra copies of the book at 40% less than the recommended retail cover price or the price generated by the Printondemand-worldwide on-line calculator, whichever is lower.

6. COMPLETE CONTRACT

It is acknowledged by the Author that the Publisher has not made any prior promises pledges or guarantees except as may be contained in this agreement which constitutes a complete contract and the whole and complete understanding of the parties and no representations other than those expressly contained herein shall be binding and this agreement is entered into in good faith by both parties it being distinctly understood that neither party has guaranteed nor intends to guarantee the sale of a specific number of copies of the book, since it is mutually recognised and acknowledged that it is not possible to predict the number of copies of the book nor of any book that may be sold. It is acknowledged by the Author that there are no guarantees of financial gain and that the Author acknowledges that it is unlikely they will recover their financial outlay.

The Author acknowledges that the publisher will not undertake any promotional activity for the book unless any Marketing Services are specifically ordered. Notwithstanding the forgoing the Publisher undertakes to maintain the book in print until the expiry of twelve months and to supply any commercial demand for the book. The Author will then agree to pay the current yearly fee billed at the prevailing rate of £25 + VAT, as of the date of this contract and which may be subject to increases in the future, to keep their book in the digital print-on-demand distribution network. This fee will be billed from the twelve-month anniversary of publication and every twelve months thereafter. The bill will be sent three months before the twelve-month anniversary to allow the Author to decide if they would like to keep their book in the network. The Author can choose not to pay this fee and the book will not be kept in the distribution network, however it will be possible to order further copies for the author if required from PODW.

7. PERFORMANCE BY AUTHOR AND PUBLISHER

The Publisher shall perform all the terms and conditions set out in this agreement but the Publisher shall not be in default of any provisions of this agreement if the Author shall not fully have performed all the terms and conditions of this agreement and it is understood that performance by the Publisher shall be based on full compliance by the Author with all the obligations of the Author under this agreement, but if the Author shall have fully complied with and performed all the said obligations and if the Publisher shall nevertheless fail to perform any of the conditions to be

performed, then it shall be deemed to be a breach of this agreement on the part of the Publisher if the Author shall have notified the Publisher in writing and delivered to the Publisher by registered post such notification of the alleged fault and if the Publisher shall fail to rectify the said fault within sixty days of receipt of the said notification.

8. PAYMENTS TO AUTHOR

The publisher shall pay to the Author their book's retail price less trade discount and production costs, and such sums shall be calculated twice yearly at six-month intervals and in each case payment shall be made within sixty days of the date at which such sums shall have been calculated, assuming the Author payment exceeds £15.00 sterling. Royalty payments under £15.00 sterling in any given six-month period will be accrued until £15.00 sterling minimum payment is achieved.

9. AUTHOR'S COPYRIGHT

Copyright in the book shall always within the definition of the Copyright Act remain solely vested in the author and the publisher shall take all necessary steps to register record and protect the copyright on behalf of the author and the author's heirs and assigns.

10. ASSIGNMENT OF CONTRACT

This agreement shall not be assigned by the Author without the written consent of the publisher but such consent shall not be unreasonably withheld by the Publisher but if this agreement shall be assigned by the Author its provisions shall be binding upon and inure to the benefit of the assignee and in the event of the death of the author the provisions of this agreement shall be binding upon and inure to the benefit of the heirs and successors and administrators of the estate of the Author and if this agreement shall be assigned by the Publisher the assignee shall be bound by all its terms and conditions and the author shall be entitled to all rights under this agreement from the assignee instead of and in place of the author's rights from the publisher.

11. INVALIDITY

If any term or provision in this agreement shall in whole or in part be held to any extent to be illegal, invalid or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected or impaired in any way.

12. FORCE MAJEURE

Any delay or failure of either party to perform obligations under this Agreement (other than the payment of money due) including, without limitation, Acts of God, strike, failure of or interruptions in telecommunications or data transmission systems, delays to obtain materials or equipment, or any other such matter beyond the reasonable control of either party will not constitute a material

breach and performance under this Agreement shall be deemed modified to accommodate such impediment(s).

13. LIMITATION OF LIABILITY

- 13.1 Neither party, its parent, subsidiaries, affiliates, or any of their agents, officers or employees shall be liable for punitive, consequential, incidental, or indirect or special damages, including without limitation damages for any loss of profits, loss of revenue, business interruption to business, whether or not the damage was foreseeable and even if parties have been advised of the possibility of such losses.
- 13.2 PODW's distribution model feeds to third party selected online and trade retailer customers. Author titles will be presented for sale and included in all feeds to these selected retailers. PODW shall not be liable for failure by the third party retailer to list those titles for sale. Where PODW operates a direct to consumer online retail platform it will be PODW's discretion if titles are listed.

14. BOOK PRINTING

Where the Author orders printed books, then the Printondemand-Worldwide.com Terms and Conditions shall apply. These are clearly displayed on the Printondemand-Worldwide.com website, <http://www.printondemand-worldwide.com/terms-and-conditions> or ask your Account Manager for a printed copy. In signing this Publishing Agreement you agree to the print terms and conditions as available on the Printondemand-Worldwide.com website or supplied by your Account Manager.

15. RIGHT TO CANCEL

You have the right to cancel this contract within fourteen (14) days from the signature date below if Publisher has not commenced work on the book.

If the contract has commenced Author can choose to end the association at any stage, with one month's written notice addressed to Publisher's registered office address. On cancellation Publisher will reimburse Author any monies due. Publisher may make a deduction from the reimbursement for loss of value of any Goods returned if the loss is a result of unnecessary handling by Author. Author will be liable for the costs of any Goods to be returned to Publisher unless otherwise agreed by Publisher and must return those Goods within fourteen (14) days of cancellation notice. Where service has commenced Author will be required to pay any costs of the service that have been occurred within the cancellation period within fourteen (14) days of the cancellation notice. Where printed books have already been ordered by the Author but not yet delivered Author will lose the right to cancel under clause 15 until the Goods are delivered unless otherwise agreed in writing by the Publisher.

16. JURISDICTION

These conditions and all other express and implied terms of the contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF the hands of the parties hereto the day and year first written

SIGNED for and on behalf
PRINTONDEMAND-WORLDWIDE.COM

SIGNED by the author

DATED

DATED