

## Standard Author Agreement

This **Agreement** is made this \_\_\_\_\_ day of \_\_\_\_\_ 200 **BETWEEN:**

**Perfect Publishers Ltd (The Publisher)**  
(Your address details here)

**AND:**

\_\_\_\_\_ **(the Author)**

Of: \_\_\_\_\_

**CONCERNING** a work (“**The Work**”) provisionally entitled:  
“**\_(Name of Book)\_**”

and shall be binding in all countries.

### 1. Publishing Rights

- a) **The Author** grants to **the Publisher** non-sole and non-exclusive licence to print, publish and sell **The Work** worldwide in paperback, hardback and eBook format.
- b) The rights of **The Work** granted in this **Agreement** apply to **The Work** as a whole as well as any portion of **the Work**.
- c) **The Author** will set the selling price for **the Work**, but **the Publisher** may advise on an appropriate selling price for **the Work**.

### 2. Term of Agreement

2.1 This **Agreement** will expire 10 years from the date of signing, at which time all rights as detailed in Clause 1, with respect to **the Work** will revert to **the Author**. All rights to the book designs and artwork, including cover design (but excluding cover art if supplied by **the Author**) and internal artwork, design and layout provided by or sub-contracted by **The Publisher**, revert to **the Publisher** unless by mutual written agreement between all interested parties.

2.2 **The Agreement** may be terminated before the 10 year term has expired in the following circumstances:

- a) By mutual consent
- b) If there is breach of contract on either side and the party in breach fails to remedy it (if it is capable of being remedied) within 30 days after being required to do so by written notice from the other party;

- c) If **the Publisher** cancels this agreement and removes **the Work** from publication or distribution having given to the Author 30 days written notice of its intention to do so. When **the Publisher** removes **the Work** from sale, this Agreement shall terminate and all rights granted shall revert to **the Author**.
- d) If **the Author** requests **the Publisher** in writing to remove **the Work** from publication.
- e) If **the Publisher** ceases trading.

### 3. Payments to the Publisher

- a) **The Author** shall make full payment for the chosen publishing option to **the Publisher** prior to work commencing.
- b) **The Publisher** will be responsible for all editorial, design, art, technical and production costs after **the Author** has paid the appropriate fee prior to work commencing.
- c) If **the Author** wishes to make amendments to their book after it has been published, they will incur a charge of £130 + VAT and for cover alterations £100 + VAT to be paid to **the Publisher**.

### 4. Payments to the Author

- a) **The Author** will be paid royalties in respect of **the Work** twice a year by cheque in pounds sterling. Payment will be made on 30 June and 31 December (or the closest working day). All royalties received by **the Publisher** are paid to **the Author**.
- b) **The Publisher** shall not be obliged to make any royalty payments to **the Author** if the amount due at the end of the payment period is less than £20. The amount will be carried forward to the next payment period.
- c) **The Author** will receive monthly statements of books sold on request.
- d) Payment of any national insurance, income tax or if applicable, value added tax on royalties in respect of **the Work** is the sole responsibility of **the Author**.

### 5. Print on Demand

- a) **The Work** will be made available in paperback or hardback format. **The Work** will also be made available in eBook format (unless electronic rights are held elsewhere).
- b) Arrangements for publication on a **Print on Demand ('POD')** basis will be made by **the Publisher** only. Neither **the Author** nor any third party on behalf of **the Author** is at liberty to make **POD** or other print arrangements independently.

## 6. Copyright Notice and Moral Rights

a) **The Publisher** acknowledges that **the Author** asserts his moral rights to be identified as the author of the work and in particular to be reasonably, prominently and clearly identified as follows:

\_\_\_\_\_ on all copies of **the Work** in all media and on all publicity, promotional, marketing and packaging material. This assertion shall bind **the Publisher** and any other third party who acquires any interest or rights in **the Work** at any time. **The Publisher** shall be obliged to notify in writing all third parties of this assertion by **the Author**.

b) **The Author** asserts his right to object to derogatory treatment of his work.

c) **The Publisher** undertakes that the following copyright notice will be incorporated on every copy of **the Work** and any associated material in all media:

© (Name of Author) (year of first publication)

**The Publisher** shall not at any time delete or authorize the removal or omission of such copyright notice. The copyright notice shall be placed in such manner and position as to give reasonable notice to the public of the claim on copyright.

d) **The Publisher** agrees to identify **the Author** as the author of **the Work** in a suitable and prominent position on the cover, binding and inside front pages of **the Work** on all copies and in all marketing, advertising and publicity material.

e) **The Publisher** agrees that **the Author** shall remain the copyright owner of the Work.

## 7. Publisher's Obligations

**The Publisher** shall:

a) Employ the services of reputable editors, designers and printers and will use reasonable endeavours to ensure the publication of the work is of a suitable quality and standard.

b) Endeavour to publish paperback books within 8 weeks from the day **the Work** is submitted to **the Publisher** to the day **the Author** receives a proof copy of the book, and hardback books within 10 weeks from the day the Work is submitted to **the Publisher** to the day **the Author** receives a proof copy of the book.

c) Use its reasonable endeavours (provided that the Author provides to the Publisher all necessary documentation and information when required) to publish the Work within the completion or delivery dates quoted by the Publisher but the Author acknowledges that such completion times are approximate only and shall not form part of the Agreement and the Author acknowledges that in the performance expected of the Publisher no regard has been paid to any quoted completion or delivery dates.

d) On request, forward to **The Author** a sample copy of a book from **the Publisher** to enable the Author to see the format **the Work** will be in.

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- e) Send **the Author** a copy of **the Work** on CD when **the Publisher** sends **the Work** to print.
- f) Issue a full refund in 14 days in the event of **the Author** cancelling the **Agreement** if no work has already been undertaken. If work has commenced, any monies already due to editors/cover designers for work already undertaken will be deducted from the refund. Details of any work already undertaken will be advised to **the Author** when the refund is given.
- g) Immediately withdraw **the Author's** book (after publication) **upon** written request from **the Author** to do so.
- h) Set the retail price of the eBook at 25% of the original paperback price or if published in hardback only, 25% of the original hardback price.

### 8. Author's Warranty

**The Author** warrants that:

- a) He is/ they are the sole **Author(s)** of **the Work**. **The Author** confirms that the Work shall be the original work of the Author and does not and will not infringe the copyright, design right, moral right, trade or service mark or other intellectual property right of any third party in respect of the rights given by the Author under this Agreement. **The Author** assumes full responsibility for any damages and expenses including legal fees, resulting from claims to the contrary and for any damages resulting from libel or slander of a third party within the content of **the Work**.
- b) He has full authority to enter into and perform this Agreement and that he is not bound by any previous agreement which adversely affects this Agreement.

### 9. Author's Obligations

**The Author** shall:

- a) Deliver one copy of **the Work** (either in the format of a manuscript or on a disk in Microsoft Word) to **the Publisher**.
- b) Approve and return the edited version of the Work to **the Publisher** within 7 days to enable the publishing deadline to be met.
- c) Be responsible for any costs of promotional activities initiated by **the Author**.
- d) Indemnify **the Publisher** against any action, claim, proceedings, demands, loss, damage or injury and any costs or reasonable legal expenses incurred, including any matter settled on the advice of counsel, **by the Publisher** as a result of any breach or alleged breach by **the Author** of his obligations under this Agreement subject to a maximum liability of £250,000. If **the Publisher** wishes to assert its right to be indemnified it must:
  - i) Promptly notify **the Author** of any claim or legal proceedings which have arisen and make no admission or offer of settlement at that stage; and

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- ii) Provide **the Author** with the opportunity to be fully consulted as regards any proposed steps to be taken and any settlement of the matter.
  - iii) **The Publisher** shall not be entitled to deduct any sums owed under the indemnity from the payments due in respect of the Work without the prior written consent of **the Author**.
- e) Undertake to obtain and pay for all copyright clearances and consents necessary for the publication of **the Work**, including the Artwork. **The Author** agrees to obtain all such clearances and consents in writing and to provide the **Publisher** with such copies as may be requested.

### 10. Author's Copies and Discount Purchases

- a) Upon publication, **the Publisher** will provide **the Author** with 25 hard copies of **the Work** and if applicable, an eBook, which is included in the price of all the options provided by **the Publisher**
- b) **The Author** may purchase additional copies of their books at 30-50 % discount in lieu of royalty and/or any other monies otherwise owed to **the Author** by **the Publisher** under any other part of this **Agreement**.
- c) If **the Author** purchases any copies of the Work, he will pay 20% for administration/service costs per volume discount order and any shipping cost.

### 11. Marketing Package

- a) If **the Author** decides to purchase the optional **Marketing Package**, any stationery ordered must be paid for at the time of ordering.
- b) Samples of bookmarks and postcards will be sent to **the Author** before **the Publisher** accepts an order.
- c) No refund can be issued after the order has been sent to the printers.

### 12. Confidentiality

**The Author** shall not at any time whether before or after the termination of the Agreement divulge or use any unpublished technical information deriving from **the Publisher** or any other confidential information in relation to **the Publisher's** affairs or business or method of carrying on business.

### 13. Third Party Transfers

Neither party shall assign, transfer, charge or make over this Agreement, or any of its rights or obligations, without the prior written consent of the other party.

#### 14. Force Majeure

**The Publisher** shall not be liable for any failure in the performance of any of its obligations under this Agreement caused by factors outside its control.

#### 15. Law And Jurisdiction

The Agreement shall be governed by English law and **the Author** consents to the exclusive jurisdiction of the English courts in all matters regarding it except to the extent that **the Publisher** invokes the jurisdiction of the courts of any other country.

#### 16. Notices

16.1 Any notice given under this Agreement shall be in writing and may be served.

- (i) personally ,
- (ii) by registered or recorded delivery mail,
- (iii) by facsimile transmission (confirmed by post)

16.2 Each party's address for the service of notices shall be the address set out in the confirmation of order.

16.3 The notice shall be deemed to have been served:

- (i) if it was served in person at the time of service,
- (ii) if it was served by post, 48 hours after it was posted.
- (iii) if it was served by facsimile transmission, at the time of transmission.

#### 17. Entire Agreement

This **Agreement** contains the entire **Agreement between the Author and the Publisher** with respect to the subject matter contained herein and shall supersede all prior agreements or arrangements, oral or written, **between** the parties to this **Agreement**.

#### 18. Severability of The Agreement

In the event that one or more of the clauses in this **Agreement** shall for any reason be held to be invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remainder of the **Agreement** hereof shall not in any way be impaired.

**AUTHOR AGREEMENT**

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**SIGNED****The Author:**

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**Writing under the name of (if applicable):**

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**Address:** 

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**Daytime telephone number:** 

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**Evening telephone number:** 

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**Email:** 

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**Witness:**

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**The Publisher:**

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**(For and on behalf of Perfect Publishers Limited, UK)****Address:** 

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**Daytime telephone number:** 

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**Evening telephone number:** 

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**Email:** 

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**Witness:**

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**Notes:**

**i)** On acceptance of **the Work**, **The Author** is invited to print out and sign (with witness) two copies of this Agreement. These should be returned to **the Publisher** where one will be signed and returned for **the Author's** records.

**ii)** This **Agreement**, during its term, is open to fair negotiation should a reasonable request for adjustment be made by either **the Author** or **the Publisher**. Any amendments, modifications, extensions or renewals of this **Agreement** will be made only with the prior consent of all parties involved.