

# This Publisher's Agreement

*Between*

**Author**

████████████████████

(the "Author" which expression shall, where the context admits, include the Author's executors, administrators and permitted assigns)

**and**

**Publisher**

**Heart and Goldman Book Publishers**

Suite 145

8 Shepherd Market

Mayfair

London

W1J 7QE

(the "Publisher", which expression shall where the context admits include the Publisher's assigns and successors in business as the case may be)

Concerning a literary work provisionally entitled ██████████ (the "Work") to be written by ██████████.

## 1: Agreement

By signing this Agreement the Author appoints the Publisher as the Author's exclusive publisher for the Work. Subject to the terms and conditions of this Agreement, the Author grants to the Publisher the sole and exclusive right and licence to store, produce, reproduce, exploit, publish, distribute, communicate, make available, sell, advertise and promote the Work, in whole or in part, and any abridgement or adaptation of the Work in volume form (including but not limited to printed, audio book and e-book form) and in the other forms specified under this Agreement and to license others to do so for the legal term of copyright, and any extensions, renewals or revivals thereof in all languages throughout the world.

## 2: Accounts

The royalty periods are 1<sup>st</sup> January to 30<sup>th</sup> June and 1<sup>st</sup> July to 31<sup>st</sup> December and repeated annually. The Author will be paid by the Publisher in respect of all royalty and subsidiary rights earnings for a given royalty period within 30 days of the end of that royalty period provided that no payment shall be made until at least six months after initial publication of the Work. Royalty and subsidiary rights earnings information can be accessed by the Author via the Author Portal. If royalty and subsidiary rights earnings payments due to the Author have not been paid by the Publisher within the time period set out in this Clause the Publisher shall remedy such failure within two months of receipt of a written notice from the Author to do so. The Publisher reserves the right not to pay royalties or sums otherwise due to the Author in respect of copies sold or licences entered into until payment for such sales or licensing is received by the Publisher.

The Publisher shall at its discretion have the right to set aside a reserve against returns of 25% of the royalties earned under this agreement at the first royalty period following first publication or reissue of any edition of the Work and to withhold such reserve up to and including the third royalty period after such publication or reissue. The reserve shall be released and paid on the fourth royalty period following such publication or reissue. For the avoidance of doubt, no reserve against returns shall be taken in respect of copies of the Work sold on a firm sale basis.

Any overpayment made by the Publisher to the Author in respect of the Work will be returned by the Author to the Publisher upon request or, failing that, may be deducted from any sums subsequently due to the Author from the Publisher.

The Publisher operates a self-billing system for the payment of royalties and to account for Value Added Tax. The Publisher therefore requires details of the Author's VAT registration number, where applicable, on

signature of this Agreement. Where the Author fails to supply a VAT registration number, the Publisher shall not pay VAT on any sums due under the terms of this Agreement.

### 3: Copyright and moral rights

The Author will retain copyright in the material created by the Author for the Work and the Publisher will have full publishing rights in the Work as specified under this agreement. The Publisher shall include a copyright notice in respect of the Author on or in every copy of the Work published by the Publisher.

The Author asserts the Author's right to be identified as the author of the Work and the Publisher shall print in every copy of the Work published by the Publisher in the United Kingdom a notice asserting the Author's moral rights.

### 4: Complimentary Copies

The Publisher will post TEN PRINTED COPIES of the Work to the Author following publication. Further copies of the Work may be purchased by the Author from the Publisher's stock at a discount to be agreed by the Publisher of at least 50% off the UK recommended retail price. If the initial print run of the Work for publication includes a hardback edition of the Work, the Author can choose the ten printed copies of the Work to be in either all hardback, all paperback, or half as hardback and half as paperback.

### 5: Royalties

The Publisher agrees to pay the Author the following royalties and shares of subsidiary rights income, subject to the terms and conditions set out in this Agreement. The Author agrees to notify the Publisher of any approaches the Author may receive from third parties in respect of the licensing of rights in the Work.

The term 'Home Sales' as used throughout this Agreement means sales in the United Kingdom and the Republic of Ireland.

The term 'Export Sales' as used throughout this Agreement refers to sales outside the United Kingdom and the Republic of Ireland or sales within the United Kingdom and the Republic of Ireland for the purposes of export.

The term 'net amount received' as used throughout this Agreement means the amounts actually received by the Publisher from sales or other

exploitation of the Work, represented by the Publisher's UK recommended list price for the Work less discounts given to the Publisher's customers (or, for electronic books sold by the agency model, commission to the Publisher's agents) and always excluding any VAT and other taxes to which the sums may be subject.

The term 'net royalty receipts' as used throughout this Agreement means the amounts actually received by the Publisher from licences in the Work after the deduction of any agent's commission, Value Added Tax, withholding or other local tax required by law and any bank transfer fees.

(a) Royalties on sales by the Publisher:  
Paperback Home Sales through trade channels: a royalty of **FIFTY PER CENT (50%)** of the net amount received.

Hardback Home Sales through trade channels: a royalty of **FIFTY PER CENT (50%)** of the net amount received.

Paperback and hardback Home Sales through non-trade channels (including but not limited to sales to book clubs or otherwise on a royalty inclusive basis, sales through the medium of mail order, coupon, advertising, direct mail, door to door and subscriptions, custom publishing sales such as customised editions and special reprints, copies sold with a product, sales of own-brand editions and premiums): a royalty of **FIFTY PER CENT (50%)** of the net amount received

E-Book Sales: a royalty of **FIFTY PER CENT (50%)** of the net amount received.

AudioBook Sales: a royalty of **FIFTY PER CENT (50%)** of the net amount received.

Paperback Export Sales: a royalty of **FIFTY PER CENT (50%)** of net amount received.

Hardback Export Sales: a royalty of **FIFTY PER CENT (50%)** of net amount received.

Any other format sales: On sales and other exploitation of any other format of the Work or of any adaptation or derivative of the Work

(including any screenplay) sold by the Publisher: FIFTY PER CENT (50%) of the net amount received unless mutually agreed otherwise.

Omnibus edition and Compilation Sales: the relevant royalty rate specified above shared pro-rata across all of the works contained in the omnibus edition or compilation, calculated by dividing the royalty by the number of works included in such edition or compilation.

No royalties shall be paid on copies of the Work sold at or below cost, given away to the Author or to any illustrator or other contributor to the Work, or given away to as review copies or otherwise in the interests of the promotion of the Work, or on copies lost or damaged or destroyed.

(b) Subsidiary rights:

Quotation Rights: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts.

Anthology Rights: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts.

Serialisation Rights: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts

Translation Rights: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts.

English Language Rights and Reprint Rights: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts

Mechanical Reproduction Rights: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts.

E-book, Electronic Version and Software Rights: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts.

AudioBook Rights: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts.

Undramatised Reading Rights: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts.

Educational and Large Print Rights: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts

Book Club Rights on a royalty exclusive basis: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts

Dramatisation Rights: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts.

Documentary Rights: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts.

Strip Cartoon and Picturisation Rights: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts.

Merchandising Rights: **SEVENTY FIVE PER CENT (75%)** of net royalty receipts.

If the Publisher exercises any of the above rights themselves the royalty payable to the Author shall be FIFTY PER CENT (50%) of the net amount received unless otherwise agreed.

#### 6: Infringement: Copyright

If the Publisher considers that the copyright in the Work has been or is likely to be infringed the Publisher shall be at liberty to take such steps as the Publisher may consider necessary and if the Publisher desires to take proceedings the Publisher shall be entitled to do so in the Publisher's own name or, on giving the Author an undertaking in writing to pay all costs and expenses and to indemnify the Author against all liability for costs, be entitled to use the Author's name as a party to such proceedings, but at the same time to control, settle or compromise any claim as the Publisher sees fit. Any profits or damages which may be received in respect of any infringement of the copyright shall, after deduction of all costs and expenses, be divided FIFTY PER CENT (50%) to the Author and FIFTY PER CENT (50%) to the Publisher. The provisions of this Clause are intended to apply only in the case of an infringement of the copyright in the Work affecting the interest in the same granted to the Publisher under this Agreement.

## 7: Assignment

The Author may assign the Author's right to payment under this Agreement to a third party and agrees to notify the Publisher in writing if payments are assigned to a third party in which the Publisher will pay the Author's share of royalties and subsidiaries income.

This Agreement may not be assigned or transmitted by the Publisher, except as part of the sale or change of ownership of the whole or substantially the whole of the Publisher's business or as part of a reorganisation of the Publisher's business, without the prior written consent of the Author (such consent not to be unreasonably withheld or delayed).

## 8: Specifications

Subject to the Publisher accepting the Work in accordance with this Agreement, the Publisher agrees to register an I.S.B.N and print up to TWO THOUSAND COPIES of the Work for the initial print run. The Publisher agrees to provide the Author with a Proof Certificate in accordance with the editorial and illustrations departments before the Work is sent for printing. The Publisher will be responsible for the designing and branding of the Work. The Publisher will have discretion of the style, size, binding and printing of the Work and agrees to consult with the Author and take into account all style requests of the Author where possible, it being understood that this will be in the Publisher's sole discretion. The Publisher will provide the Author with department packs to establish the Author's goals.

## 9: Production

The Publisher shall produce the Work within a maximum of eight months after the manuscript is accepted by the Publisher in accordance with this Agreement, unless prevented by circumstances beyond the Publisher's reasonable control (provided that such circumstances do not result directly from the negligence of the Publisher), including but not limited to acts of God, war, stoppages of labour or other industrial action, shortages of materials, interruptions of facilities or in supply, fire, flood, earthquake, civil commotion, acts or restrictions of governmental agencies, orders of court. If the Work has not been published by the Publisher within such eight month period, other than through circumstances beyond the Publisher's reasonable control, once notified by the Author, the Publisher has two months maximum to correct and resolve such failure.

## 10: Promotion

The Publisher will approach chain and independent sellers, buyers, regional managers and store managers to distribute the Work. If the Work is aimed at a specific demographic, the Publisher will aim to target certain

businesses or institutions, or locations, depending on the nature of the Work. The Author acknowledges that a book publisher can only make an estimate of potential sales pre-publication. The Publisher cannot guarantee to the Author which stores and platforms agree to stock the Work and the Publisher cannot guarantee to the Author which companies or people agree to any pre-publication review, sponsorship, endorsement, media coverage, marketing or advertising. The Publisher shall not be held liable for any outlet, whether distributor or book shop or otherwise, declining to accept orders. The Publisher will develop a targeted book sales campaign for the marketing and distribution by creating a marketing strategy and marketing campaign for the Work and by establishing the Work's target audiences and U.S.Ps. The Author agrees to inform and provide the Publisher with any contacts or prospects which may assist with the publicity, advertising, marketing, and promotion of the Work, which the Publisher shall take into account but the Publisher's decision shall be final. The Publisher will create an author profile and a book profile for the Work. The Author is not obliged to travel or attend any events or public appearances, national or international events but the Publisher may request that the Author promotes the Work around the time of publication on dates and times to be mutually agreed and subject to the Author's prior commitments. The Publisher will be responsible for pricing, analysis, branding, marketing and advertising and distribution of the Work, which will be in the Publisher's sole discretion but the Publisher shall consider any requests of the Author and take the Author's views reasonably into account where possible. The Publisher will provide the Author with marketing and distribution department packs to establish the Author's goals. The Publisher will provide the Author with an author portal which is intended to allow the Author to self-analyse performance of the Work. The Publisher will use reasonable endeavours to provide, within the author portal, book sales information, income earnings information, performance, goals and market analysis and media coverage features.

#### 11: Service and Book Package Options

The Author agrees, in consideration of the undertakings, services, expenditures and marketing and advertising investments made on the part of the Publisher in respect of the Work as outlined in this Agreement, to make a contribution as set out below for one of the following four book packages, the relevant package to be chosen by the Author:

- (a) £1000 for publication of the Work in paperback & e-book; or
- (b) £2000 for publication of the Work in hardback, paperback & e-book; or
- (c) £3000 for publication of the Work in hardback, paperback & e-book with the additional production by the Publisher of a book trailer for the



Work for marketing and promotion purposes and with the additional creation by the Publisher of an Author website; or

(d) £4000 for publication of the Work in hardback, paperback & e-book with the additional production by the Publisher of a book trailer for the Work for marketing and promotion purposes and with the additional creation by the Publisher of an Author website and with the additional creation by the Publisher of a written screenplay derived from the Work.

No further monetary contribution will be required from the Author. The Author shall notify the Publisher in writing on signature of this Agreement which of the above options (a), (b), (c) or (d) the Author has chosen. The relevant contribution shall be paid by the Author in either six, twelve or eighteen equal monthly interest-free instalments starting on the date of signature of this Agreement by both parties or in full starting on the date of signature if elected by the Author.

In the event net sales (actual sales minus actual returns and less any reserve against returns) of the Publisher's printed editions of the Work total at least TWO THOUSAND copies 18 months after print publication of the Work by the Publisher, the Publisher agrees to pay to the Author within 30 days of the end of the royalty period during which such sales threshold has been reached a bonus advance of an amount to be determined by the Publisher, taking into account the Work's sales, royalty and subsidiary rights earnings at that time. Any such advance shall be on account of all subsequent royalties and subsidiary rights income accruing to the Author in respect of the Work.

## 12: Editing

The Author has delivered the Work to the Publisher. The Publisher will be responsible for the editing and finalising of the Work in collaboration with the Author. The Publisher will have discretion of editing of the Work but agrees to consider all reasonable requests of the Author. The Publisher will provide the Author with an editorial department pack to establish the Author's goals and to gather other information deemed appropriate by the Publisher.

The editing process is intended to be collaborative. The Publisher will send at least one edited draft of the Work to the Author for the Author to approve or suggest changes. The Author has the opportunity to accept, question or decline any suggested amendments but for the avoidance of doubt the Publisher shall not be obliged to publish the Work unless the Work is deemed by the Publisher to be acceptable for publication. When both parties are satisfied with the Work, the Author will sign a proof certificate to acknowledge the Author's approval of the Work. Only when the Publisher receives the signed proof certificate will the Publisher

confirm acceptance of the Work. For the avoidance of doubt, any editorial acceptance of the Work under this Agreement is subject to the Publisher's right to require amendments for legal reasons under this Agreement. If the Author has signed the proof certificate and the Author subsequently would like to change the Work, this shall be considered by the Publisher on a case by case basis but the Publisher shall be under no obligation to make such changes.

If the Author and Publisher both acting in good faith cannot reach a mutually satisfactory Work or if the Author does not sign the proof certificate, the Publisher may decline to publish the Work and terminate this Agreement and in such event the Publisher may retain any monies previously paid to the Publisher and shall revert to the Author all rights granted to the Publisher under this Agreement and the Publisher shall be released from all obligations to the Author under this Agreement.

#### 13: Further Work

The Author acknowledges that the Publisher would like to have the first refusal for further works by the Author, however, the Author will not be obligated to submit further works to the Publisher. Subject to this Agreement, the Author may submit further works to other publishers without it affecting this Agreement for the Work.

#### 14: Copyright Material

If the Publisher deems the inclusion of any third party copyright material to be necessary for the Work, the Publisher agrees to apply on behalf of the Author for written permission from the copyright owners to republish such copyright material. The Author acknowledges and agrees to notify and inform the Publisher in writing if there is any content within the Work that has been copied or based upon published songs, books, textbooks, newspapers, magazines, films, app or console games, social media, the internet, media, technology, device, writings or speeches or where the copyright in any content within the Work supplied by the Author is otherwise owned by a third party. The cost of obtaining permission to reproduce any third party copyright material within the Work shall be paid by the Publisher but the Publisher reserves the right to require the Author to supply alternative copyright-free material or to obtain any necessary permissions in the event that the cost of obtaining such permissions shall, in the Publisher's sole opinion, be prohibitive or if the Publisher deems such material is not necessary for the Work.

#### 15: Discontinuance and Unavailability

The Author acknowledges that if the Work shall in the opinion of the Publisher have ceased to have a remunerative sale a minimum of two years after first publication of the Work the Publisher has the right to

discontinue publication of the Work and the Publisher shall be at liberty to dispose of all physical copies remaining on hand as a remainder or to destroy them. In such event, this Agreement shall terminate and the Publisher shall revert to the Author all rights granted to the Publisher under this Agreement, enabling the Author to publish the Work elsewhere with another publisher or to self publish the Work, but without prejudice to all rights of the Publisher and any third party in respect of any agreement previously entered into by the Publisher in respect of the Work. The Publisher agrees to notify the Author in writing if the Work is to be discontinued and the Publisher shall use reasonable endeavours to give the Author the opportunity of purchasing any printed copies from stock at the remainder price or of taking copies intended for destruction free of charge except for carriage for a period of 14 days, after which the stock may be remaindered or destroyed.

If the Work shall become unavailable in all editions issued by the Publisher then the Author may give notice in writing to the Publisher to make the Work available within six months. In the event of the Publisher's failure to do so, all the Publisher's rights in the Work shall terminate upon summary notice in writing to the Publisher, without prejudice to all rights of the Publisher and any third party in respect of any agreement previously entered into by the Publisher in respect of the Work.

#### 16: Publisher's Responsibility

The Publisher will not be held liable or in default of any provisions of this Agreement if the Author shall not fully have complied with all the terms and conditions of this Agreement or if the Publisher is prevented from carrying out any of the Publisher's obligations because of circumstances beyond the Publisher's reasonable control. Without prejudice to the foregoing, failure by the Publisher to comply with the terms and conditions of this Agreement shall not be deemed a breach of this Agreement unless the Author has notified the Publisher of the alleged failure in writing by registered post, and if the Publisher has failed to rectify the alleged failure within three months of receipt by the Publisher of such written notification.

#### 17: Author's Responsibility

The Author undertakes not to say, write, or perform any act that may adversely affect the promotion and sales of the Work or actively involve any third party in such a way that it damages or adversely affects the promotion and sales of the Work or that damages or adversely affects the Publisher or any of its employees or representatives, prior to, during or after production of the Work. Any Author promotion or marketing must be approved by the Publisher in advance.

Without prejudice to the generality of the foregoing, the Author shall not during the continuance of this Agreement without the previous written consent of the Publisher prepare or publish or endorse (or collaborate in the preparation or publication or endorsement of) any work of a nature which may reasonably be considered by the Publisher to be likely to compete with or to affect prejudicially the sales of the Work or the exploitation of any rights in the Work exclusively granted to the Publisher under this Agreement.

#### 18: Warranty and indemnity

The Author warrants that the Author has full power to make this Agreement and that by entering into this Agreement the Author is not in breach of any agreement with any third party. The Author further warrants that the Work is original and the Author is the exclusive owner of the copyright in the Work and of all the rights granted under this Agreement (or in relation to any material for which the rights are owned by third parties, the Author has clearly notified the Publisher of the details of all such material and has complied with the provisions of this Agreement); that the Work contains absolutely no libellous, defamatory or otherwise unlawful material; that the Work is in no way whatever a violation of any existing contract, licence, duty of confidentiality, copyright, trade mark, moral right, right of privacy or publicity or any other right of any person or entity; that no recipes or instructions in the Work will, if followed accurately, cause any injury, illness or damage to the user and that all statements contained in the Work purporting to be facts are true; that the Work has not been published previously in any form (except where the Author has notified the Publisher otherwise and the Publisher has accepted this in writing and the Author has removed the Work from all existing platforms and sales channels before the Publisher's publication date for the Work).

The Author agrees to indemnify the Publisher and the Publisher's assignees, licensees, printers, manufacturers and distributors against all liabilities, actions, suits, proceedings, claims, demands and costs (including any legal costs or expenses properly incurred and any compensation costs and disbursements paid by the Publisher on the advice of the Publisher's legal advisers to compromise or settle any claim) arising in consequence of any breach or alleged breach of the Author's warranties. No settlement of any claim alleging breach of the Author's warranties shall be made by the Publisher without first consulting the Author.

The Publisher reserves the right, having first notified the Author to alter, or to insist that the Author alters, the Work as may appear to the Publisher appropriate for the purpose of modifying or removing any material which on the advice of the Publisher's legal advisers may be considered objectionable or actionable at law, but any such alteration or

removal shall be without prejudice to and shall not affect the Author's warranties and indemnity. Should the Author refuse to alter or refuse to allow the alteration of the Work for the purpose of modifying or removing such material, the Publisher may decline to publish the Work and terminate this Agreement and in such event the Publisher may retain any monies previously paid to the Publisher and the Publisher shall be released from all obligations to the Author under this Agreement.

If either party receives any claim alleging breach of any of the Author's warranties, that party shall notify the other without delay.

The Author's warranties and indemnity shall survive termination of this Agreement.

#### 19: Governing Law and Jurisdiction

The headings in this Agreement are for convenience only and shall not affect its interpretation. Should any term or any part of any term of this Agreement be deemed invalid, unlawful, or unenforceable, such term or part of the term shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement which shall remain in full force and effect.

No waiver of any breach or failure to enforce any term of this Agreement shall be deemed a waiver of any subsequent breach. This Agreement constitutes the complete understanding of the parties and supersedes any and all prior agreements, arrangements and understandings (whether written or oral) relating to the subject matter of this Agreement. No modification or deletion of or addition to any provision shall be valid unless in writing and signed by both parties.

Nothing in this Agreement is intended to confer on any third party any benefit or any right to enforce any term contained in this Agreement and no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

Nothing in this Agreement shall constitute a partnership between the parties or constitute the Author as agent of the Publisher for any purpose and the Author shall have no authority to bind the Publisher or to contract in the name of or create any liability against the Publisher in any way or for any purpose.

If there is more than one individual or entity constituting the Author, such individuals' or entities' rights and duties shall be joint and several; any

approval given by one such individual or entity shall be deemed approval by the Author; and each is designated as agent for the other for purposes of service of process in any action or proceeding brought by the Publisher against either or both arising out of or in any way relating to this Agreement or its breach. In the event of any dispute arising between such individuals or entities which threatens to involve the Publisher in litigation, the Publisher shall have the right to terminate this Agreement if such dispute is not resolved within thirty days.

Any differences arising between the Author and the Publisher touching on this Agreement or the rights and responsibilities contained therein, shall be governed and interpreted in all respects by and in accordance with the laws of England and Wales and the parties submit and agree to the jurisdiction of the courts of England.

**Signed by the Author:**

**Date:**

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**Service and Book Package Option:**

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See Clause 11 (Page 8)