

## Publishing Agreement with eBooks-UK Ltd

THIS AGREEMENT is made on .....  
(the date on which the author(s) signs this agreement).

The agreement is made between

(1a) (Author's full name) .....

of (Author's home address)

.....  
.....

Town/City .....

County/State/Province .....

Post Code/ Zip Code.....

Country .....

*(if there is a second Author, please also use the section below)*

(1b) (Second Author's full name) .....

of (Second Author's home address)

.....  
.....

Town/City .....

County/State/Province .....

Post Code/ Zip Code.....

Country .....

*(If there are more than two Authors of the Work, please contact the Publishers.)*

(2) eBooks-UK and Woodlord Publishing, divisions of eBooks-UK Ltd, the 'Publishers', which includes the Publishers' successors in business and permitted Assignees, as may be appropriate, and any other subsidiary or associated company of eBooks-UK or eBooks-UK Ltd), whose address is: eBooks-UK, 9 Sandiway, Walton, Chesterfield S40 3HG, U.K.

1. The Work

1.1 This Agreement concerns the following literary work (which, together with all the materials included in it, is called the 'Work'):

Title: .....

Author: .....

Second Author (*if any*).....

Description: .....

.....  
.....  
.....  
.....

2. Publishers' undertaking to publish and general obligations

2.1 The Publishers will first publish the Work within twelve months of full delivery of acceptable material from the Author or within twelve months of the date of this Agreement, whichever is the later. The Publishers will make the Work available as an electronic publication available in digital eBook format(s) on the Internet for a period of not less than twenty four months.

2.2 The Publishers at their discretion may publish the Work in printed volume form including paperback printed book format and/or hardback printed book format using volume printing methods or Print on Demand (P.O.D) methods of production at any time during the whole licence period during which this Agreement is in operation as defined in Paragraph 6.

2.3 The Publishers will have the first option to produce and sell the Work in any digital or electronic form or any printed volume form and in all other formats and media worldwide, and to exploit and sell all other subsidiary and ancillary rights in the Work where the Work forms the basis or a significant portion of the product. The terms and conditions governing (including the royalties payable) the Publishers' exploitation of that product are subject to agreement between the Author and the Publishers.

2.4 Electronic publishing via the Internet is still under development and both the Author and Publishers recognize this and acknowledge that this is an area where both of us are concerned to promote the growth of the industry and its practice. It is possible, therefore, that the provisions of

this Agreement relating to electronic publishing may require review (at either party's request) and revision to keep up with developments.

2.5 The Publishers will produce the Work in (electronic) digital eBook format(s) to a professional standard and will make the Work available for sale on the Internet, in the first instance on the Publishers' eBooks-UK website and associated websites owned by eBooks-UK Ltd.

2.6 If the Publishers produce the Work in paperback or hardback printed book format, the Publishers will publish the Work to a professional standard and will make the Work available for sale in the first instance on the Internet.

2.7 The Publishers at their discretion may also make the Work in all printed book formats and all electronic or other formats available for sale in retail bookstores, wholesale book suppliers and any other outlets deemed appropriate by the Publishers in any country worldwide.

2.8 The Publishers' eBooks-UK.com, eBooks-America.com, Woodlord.net and Woodlord.co.uk websites and any other websites owned by eBooks-UK Ltd are promoted and marketed through Internet search engines including Google, and all Authors published by the Publishers benefit from this promotion.

2.9 (a) The Work may also be made available and sold through other Internet websites not owned by or associated with eBooks-UK, including Amazon.com, Amazon.co.uk, Amazon.de & Amazon.fr, with the permission and at the discretion of the Publishers.

2.9.(b) Any other marketing and promotion of the Work is the final responsibility of the Author, who may use the services of PeakEasy Web Design, a trading division of eBooks-UK Ltd, to develop and host the Author's website.

2.9.(c) The Publishers will not be in breach of this Agreement if:

(i) They are prevented from carrying out any of their obligations because of the Author's failure to meet the Author's specific obligations or warranties, in which case the Publishers will not be liable to make any further payments to the Author under this Agreement unless and until the failure has been rectified; or

(ii) They are prevented from carrying out any of their obligations because of circumstances beyond their control.

2.9. (d) The Publishers will provide the Author with clear statements of sales and royalties as set out in Clause 16.

### 3. Publishers' publication intentions

3.1 The Publishers are committed to publishing the Work as set out in Clause 2. The term 'retail price' as used throughout this Agreement means the Publishers recommended list price for the Work, excluding any Value Added Tax ('VAT') if applicable and other taxes to which it may be subject.

3.2 The Publishers may publish a paperback or hardback edition of the Work for the open market (as defined in Clause 5) before or after the intended publication date of the Publishers' eBook edition; and irrespective of anything to the contrary contained or implied in this Agreement, the Publishers will have the right to publish an edition or editions in any bindings in any territories of the open market and or in Australia and or as 'anti-piracy' or other special export editions in any of the territories of the Publishers' exclusive market (as defined in Clause 5) if,

at their sole discretion, they consider it necessary or desirable to do so in order to protect copyright, to improve sales or generally to market the Work as successfully as possible.

3.3 The Author will not enter into any Agreements with other Publishers or Third Parties in respect of publication of the Work in any form, edition or binding while the Work is subject to this Agreement without the express written permission of the Publishers, who reserve the right to act on the Author's behalf regarding the sale or transfer of any publication rights in respect of the Work in any format to other Publishers or Third Parties.

#### 4. Rights

4.1 The copyright in the Work remains the property of the Author. In recognition of the payments due under this Agreement, the Author grants to the Publishers the rights

(i) to produce and publish and sell the whole or any part of the Work, including in serialisation and in magazine formats, in the English language in any electronic format and in the other ancillary forms and media specifically included or referred to in this Agreement; and

(ii) to produce and publish and sell the whole or any part of the Work in the English language in printed volume form (i.e. as books or similar volumes and including sales of unbound sheets) and in the other subsidiary rights and ancillary forms and media specifically included or referred to in this Agreement; and

(iii) to exploit and sell the volume and other subsidiary and ancillary rights in the Work specifically included in this Agreement.

#### 5. Territories

5.1 The rights under Clause 4 are granted exclusively to the Publishers throughout the world, including the U.K., European Union, Canada, Australia, New Zealand, and the United States of America, its territories and dependencies and the Philippine Republic (the 'open market').

#### 6. Duration

(The licence period agreed most commonly between authors and publishers is the full legal term of copyright which in the UK at present extends until seventy years after the author's death.)

6.1 The rights under Clause 4 are granted to the Publishers for the full legal term of copyright and any and all renewals and extensions of that term.

#### 7. Storage of Author's Work

7.1 We make every effort to store safely the original computer files containing authors' work but cannot accept responsibility for these. We ask authors always to keep their own backup copy of the Work in computer file format, and it may also be advisable for authors to keep hard copies of all their work.

#### 8. Illustrations

8.1 If the Work is to be illustrated the Author will provide illustrations, in a form suitable for reproduction in electronic format, or the Publisher may provide illustrations by agreement with the Author.

8.2 The Author will obtain written permissions from the relevant copyright holders for the use of any illustrations delivered under 8.1 in all editions, versions, forms and media published or licensed by the Publishers in the languages and territories in which the Publishers have rights under this Agreement.

8.3 For photographs delivered by the Author under 8.1, commissioned for private and domestic purposes and taken after 31st July 1989, the Author will obtain written consents from those who commissioned the photographs (and who are therefore entitled to the right of privacy in those photographs under the Copyright, Designs and Patents Act 1988) for use of the photographs in all editions, versions, forms and media published or licensed by the Publishers in the languages and territories in which the Publishers have rights under this Agreement. On request, the Author will send the Publishers copies of the consents obtained.

## 9. Permissions

9.1 Unless otherwise agreed, if the Work includes written materials in which the copyrights are not owned by the Author, the Author will obtain written permissions from the relevant copyright holders for use of those materials in all editions, versions, forms and media published or licensed by the Publishers in the languages and territories in which the Publishers have rights under this Agreement. The Author will pay any copyright fees required by the holders of those copyrights. On request, the Author will send the Publishers copies of the permissions obtained and proof of copyright fees paid by the Author.

## 10. Index

10.1 The Author will, where necessary, prepare an index for the Work or pay the cost of its preparation if the Publishers are asked to commission it.

## 11. Responsibility for materials

The Publishers will not be responsible for any other loss or damage to materials delivered to them, irrespective of the cause, while those materials are in their possession or in the course of production or in transit.

## 12. Credits, copyright notices and moral rights

12.1 The Publishers will include the Author's name in the publication and in all appropriate publicity material.

12.2 The Publishers will include a copyright notice in the form specified below at 12.2.(a) in every copy of the Work issued by them; and they will stipulate in all contracts with sub-licensees that the sub-licensees' editions will include that copyright notice:

(a) Copyright © 20\*\* Author's name (\*\* indicates year of first publication)

Where the Work is a full-length novel, the Publishers may also at their discretion include the copyright notice specified below at 12.2.(b):

(b) The Author asserts the Author's right, under the Copyright, Designs and Patents Act 1988, to be identified as the author of the Work.

## 13 Derogatory treatment of the Work

13.1 If it is essential for the exploitation of particular rights granted under this Agreement and then only if requested by the Publishers to do so the Author will waive the right to object to derogatory

treatment of the Work given under the Copyright, Designs and Patents Act 1988 for the exploitation concerned.

#### 14. Royalties

14. a) Royalties, commissions or other payments payable on sales of the Work through any Internet websites, bookshops, retail or wholesale outlets will be subject to the agreements negotiated with the owners or operators of such websites, bookshops, retail or wholesale outlets.

14. b) We will make the Work available in the first instance on the websites owned by and operated by eBooks-UK Ltd, which may include eBooks-UK.com, eBooks-America.com, Woodlord.net, Woodlord.co.uk, and any other websites owned by the Publishers and Publishers' successors in business and permitted Assignees, as may be appropriate, and any other subsidiary, division or associated company of eBooks-UK Ltd.

14. c) Royalties payable to the Author on sales of the Work from websites owned by and operated by eBooks-UK Ltd as defined in Paragraph 14 (b) will be calculated on a percentage basis of 50% to the Author and 50% to the Publisher after fixed charge publishing fees payable by credit/debit card via the website(s) of eBooks-UK Ltd or payable by BACS electronic transfer or cheque drawn on a U.K. or U.S. bank and any other charge per page production costs, commissions, and operating costs incurred by the Publishers to Web Site and Internet Server Hosting Companies, Online Internet Retailers, Volume Printers, Print On Demand (P.O.D.) companies, typesetting companies, cover design companies, digital eBook compilation companies, and any other individuals or businesses used in the production of the Work in digital eBook, paperback, hardback or any other formats, and in marketing and advertising the work, have been deducted.

14. d) At our discretion we may make the Work available on various global websites not owned by or operated by eBooks-UK Ltd, including Amazon.com, Amazon.co.uk, amazon.de and Amazon.fr. A commission of 40% of the list price is currently deducted by Amazon on sales of printed books produced through their Books on Demand subsidiary, and fixed charge and charge per page production costs are also deducted by Amazon, and the royalties payable to the Publishers are net of these deductions. The royalties payable to the Publishers after these deductions and any other deductions for expenses incurred by the Publishers in production and marketing of the Work as defined in Paragraph 14 (c) will then be divided on a percentage basis of 50% to the Author and 50% to the Publisher, or calculated on a basis by separate agreement between the Author and Publisher.

14. e) Any other royalties payable to the Author from the Publishers in respect of sales from other third party websites, retail or wholesale outlets will be distributed after any commissions, fees and charges have been deducted by the said third parties. After such deductions the royalties will be on a percentage basis of 50% to the Author and 50% to the Publisher, or calculated on a basis by separate agreement between the Author and Publisher.

14. f) Royalties on sales of unabridged or abridged audio-cassette, mini-cassette, compact disc and DVD recordings of the Work to be negotiated separately, if and when the work is made available in these formats.

14. g) Royalties on sales of hardcover and paperback editions produced by other means than Books on Demand or Print on Demand (P.O.D.) to be negotiated separately, if and when the work is made available in these formats.

14. h) 'Electronic file format is here defined as: 'An electronic product incorporating the Work where the verbatim text of the Work is visually and or by audio means reproduced and emulates print or sound reproduction, by any electronic or digital means including Adobe Acrobat .PDF files,

Amazon Kindle .AZW eBook format, Sony eBook Reader formats, Open Source eBook formats including .EPUB, .MP3 files, MPEG3 files, MPEG4 files, Adobe Flash Movie .SWF files, WMV files, .AVI files, .MOV files, and any other digital text, e-Zine, eBook, audio or video file formats, and which may or may not include a search facility.'

14. i) Royalties on sales of unabridged or abridged audio-cassette, mini-cassette, compact disc and DVD recordings of the Work to be negotiated separately, if and when the work is made available in these formats.

14. j) Royalties on sales of hardcover and paperback editions in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the Isles of Scilly and the Irish Republic (together 'home sales'); and on sales of hardcover and paperback editions outside Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the Isles of Scilly and the Irish Republic, and on sales in Great Britain for export purposes (together 'export sales'): to be negotiated separately, if and when the work is made available in these formats.

14. k) If there are two Authors of the Work, any Royalties payable to the Author under this Agreement will be divided equally between the two Authors and paid on this basis unless otherwise agreed between the Authors and Publishers.

15. The Publishers may allow charitable organisations, free of charge, to reproduce the Work as editions such as Braille and 'talking books' for the sole use of the physically handicapped only on a non-commercial basis.

#### 16. Sales statements, accounting and payment

After publication of the Work the Publishers will prepare royalty statements annually or more frequently at their discretion, depending on sales, unless no sales have taken place or less than £10 (GBP) has been earned in a year. If no sales have taken place or less than £10 (GBP) has been earned in a year, no statement will still be sent and any amount due will be carried forward to the next royalty statement in the subsequent year. If more than £10 has been earned in a year, a statement will be sent by email or post to the author, with payment for any royalties due paid by electronic transfer or by cheque drawn on a U.K. or U.S bank and sent by post to the Author's postal address.

#### 17. Warranties and indemnity

17.1 The Author warrants to the Publishers (for themselves and for their licensees, printers and distributors):

(i) that the Author is entitled to enter into this Agreement and to grant to the Publishers the rights in the Work included in this Agreement; and

(ii) that the Author is the sole owner of the complete copyright and all other rights in the Work (apart from copyright material not owned by the Author but included in the Work with the permission of the copyright holders); and

(iii) that the Work is the Author's original work and that it has not been published or distributed previously in any format

(iv) that the Work does not and will not infringe any existing copyright or any licence or any other right of any person, firm or company; and

(v) that the Work does not and will not contain anything libellous, obscene, in breach of any duty of confidence or in any other way unlawful or illegal; and

(vi) that all statements in the Work purporting to be facts are true and that the Work does not and will not contain any statement, information, advice, instruction, recipe or formula which, if the reader or other user were to act upon it, could cause illness, injury or damage; and

(vii) that the Work is not and has not been the subject of any complaint, claim or legal proceedings.

17.2 The Author will be liable for and will indemnify the Publishers (for themselves and for their licensees, printers and distributors) against any and all costs, expenses, loss and damage (including any legal costs and expenses properly incurred and any payments made on legal advice to compromise or settle any claims) resulting from any breach or alleged breach of the warranties given to the Publishers in this Agreement.

17.3 If either party receives any claim alleging breach of the warranties given to the Publishers in this Agreement, that party will notify the other without delay.

17.4 If the Publishers' legal advisers inform the Publishers that any material contained in the Work may be considered libellous or in any other way objectionable or in breach of the Authors warranties or could give rise to legal action, the Publishers reserve the right to remove or amend the relevant material. The removal or amendment of material under this provision will not affect the Author's indemnity.

17.5 If the Publishers consider it necessary to have the Work read for libel and other legal problems, the cost of the reading will be borne by the Author. The Publishers will endeavour to consult the Author about the reading and inform the Author of its likely cost. However, the Publishers reserve the right to arrange for the reading and invoice the Author's share at all times.

## 18. Copyright infringement

18.1 If during the life of this Agreement the copyright in the Work in the Publishers' reasonable opinion is infringed by a third party, the Publishers will notify the Author and give the Author the option of taking action in the Author's own right at the Author's own expense with the Author having the right to any recoveries. The provisions of this Clause will apply only to the extent of the copyright interest in the Work granted to the Publishers under this Agreement.

## 19. Conflicting publications

19.1 The Author has provided the Publishers with written details of any competing works with which the Author has been or is involved. During the life of this Agreement the Author will not without the Publishers' written approval become involved in preparing any work of such a similar nature to the Work that it is likely to compete with the Work or likely to tend to lessen its sale.

## 20. Termination of agreement

20.1 If either party believes that the other is in material breach of this Agreement that party may give written notice to the other that this Agreement may be terminated if the breach is not remedied within sixty days.

20.2 If the Publishers go into liquidation (other than voluntary liquidation for reconstruction purposes) or receivership, the Author may terminate this Agreement by immediate written notice to the Publishers.

## 21. Option

21.1 The Author agrees to give the Publishers the first refusal of the Author's next work of a similar nature to the Work (including the first and exclusive opportunity to read it). The Author will not offer any such work to another publisher until any offer from the Publishers has been considered.

## 22. Reserved rights

22.1 Public Lending Right and all other rights not granted to the Publishers under this Agreement are reserved by the Author.

## 23. Assignment

23.1 The Publishers will be entitled, within the eBooks-UK Ltd Group, to assign the rights granted to them under this Agreement and or the benefit of those rights. Except within the eBooks-UK Ltd Group, the Publishers will not assign those rights or benefit without the written consent of the Author, who will not withhold or delay that consent unreasonably.

## 24. Notices

24.1 Notices to be given by one party to the other under this Agreement must be in writing and sent by email, first class post (by airmail, if available) or by fax.

## 25. Entire agreement

25.1 This Agreement is the entire and only agreement between the parties relating to its subject matter. It supersedes any and all previous agreements and understandings (whether written or oral) relating to its subject matter and may only be amended in writing, signed on behalf of both parties.

## 26. Interpretation and applicable law

26.1 The punctuation, headings and italicised wording in this Agreement are provided for the Author's convenience. They do not form part of this Agreement and are not to be taken into account when interpreting it.

26.2 This Agreement is subject to and will be interpreted in all respects according to English law.

26.3 References to Clause and Paragraph numbers in the above wording are to Clauses and Paragraphs of this Agreement.

26.4 This Agreement will be considered to include any appendices, schedules and exhibits which may be attached to it.

## 27. Agency

27.1 The Publishers are only able to enter into agreement with the Author or with a Literary Agent or Agency acting on behalf of the Author.

## 28 Previous Agreements

28.1 Where a previous Publishing Agreement exists between the Author(s) and Publishers, this Agreement supersedes and replaces the previous Agreement.

**Please indicate your acceptance of the above Terms and Conditions by signing TWO copies of this agreement in ink. Please return the TWO copies of this contract to:**

**eBooks-UK Ltd, 9 Sandiway, Chesterfield S40 3HG, U.K.**

AS WITNESS the hands of the Author(s) and a duly authorised signatory of the Publishers

For and on behalf of

Author ..... (signature)

Author's Full Name.....

Date .....

*(If there is a Second Author, please sign below)*

Second Author ..... (signature)

Second Author's Full Name.....

Date .....

Authorised signatory for eBooks-UK / Woodlord Publishing..... (signature)

Authorised signatory full name.....

Date .....

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