

Authors OnLine Ltd Contract

This contract is made on. **09/09/2010** BETWEEN, (1) Authors OnLine Ltd of 19, The Cinques, Gamlingay, Sandy, Beds, SG19 3NU and (2) **A N Author** of **123 A Street, Anytown, Somewhere AA1 2BB**
For the following service: **Standard and Libraries**

DEFINITIONS

- 1.1 "The Company" means Authors OnLine Ltd, under the names of Authors OnLine, Kempton Marks or Bright Pen.
- 2 "The Author" means "**A N Author**" or "any person legally acting on behalf of the author"
- 2.1 "The Site" means the Internet Website known as Authors OnLine, located at www.authorsonline.co.uk .
- 3 "The Manuscript" means the book entitled "**My Next Best Seller**"
- 3.1 "POD" means Print On Demand, Made to Order, or Manufactured On Demand copies of the above title.
- 3.2 "ISBN" means International Standard Book Number

RIGHTS AND DUTIES OF THE COMPANY

- 1 The Company shall, upon receipt of the agreed fees, publish The Manuscript on The Site as available to purchase and download in electronic format. It shall also upon an additional agreed fee publish the Manuscript in paperback within its current specification, (technical details of which will be made available on request).
- 2 The Company shall make copies of The Manuscript available to users of The Site at the price agreed with the author and in line with similar books available on the site. In consultation with The Author, The Company shall have the right to discount or increase the agreed price for a limited period for promotional purposes or for purposes designed to enhance the sale of such work.
- 3 After publication and within 3 months The Company agrees to register the required copies of The Manuscript with legally registered bodies under the various Acts of Parliament.
- 4 The Company shall pay The Author 60% of all monies received after deduction of third party costs from sales of Books made through The Site or sales made through any third party site or in the case of POD through any retail or wholesale outlet.
- 5 The Company shall pay all monies owed from the sales of The Manuscript(s) not later than 6 calendar months after receipt of said monies by The Company.
- 6 The Company shall provide details of all monies received from sales of The Manuscript. This will be made available via the authors secure area of The Site or in writing upon request.
- 7 The Company reserves the right to deduct any outstanding fees due to The Company from any monies owed by The Company to The Author. The Company reserves the right to retain monies against fees due or likely to become due or where monies due to The Author are below the value of the current site fee.
- 8 The Company shall not claim any Intellectual Property Rights whatsoever regarding The Manuscript. However The Company Logo, The Company Name and any ISBN supplied by and registered to The Company shall remain the copyright ownership of The Company and can not be used in any subsequent publication of The Manuscript without prior written permission of The Company.
- 9 The Company reserves the right to refuse or withdraw publication of The Manuscript for any reason whatsoever, and without prior notice. In such an event, any monies paid in advance by The Author shall be returned within three calendar months.
- 10 The Company reserves the right to veto any proposed changes to the content of The Manuscript(s) for any reason whatsoever.
- 11 The Company reserves the right to delete without notice any unauthorised changes made to The Manuscript(s) by The Author.
- 12 The Company shall not be liable in any dispute arising between The Author and any user of the Site.
- 13 The Company shall release the approved POD version of the manuscript for sale through its distributors and wholesale outlets.
- 14 The Company shall furnish the Author with review copies of the approved Manuscript as agreed according to the level of service purchased by The Author.
- 15 The Company shall not be responsible for any financial liability with its printers, distributors or wholesalers as a result of any alterations the author may wish to make, after this time, except where it can be shown that the alterations are required as a result of actions by persons other than The Author.
- 16 In the case of either POD or electronically sold manuscripts the company accepts no responsibility for the promotion, publicity or sales of any manuscripts whatsoever.

- 17 The Company shall upon written notice from The Author and within an agreed time scale to a maximum of 3 months relinquish all rights to publication, printing, and distribution and shall have no further interest in The Manuscript whatsoever.

RIGHTS AND DUTIES OF THE AUTHOR

- 1 The Author shall, unless by prior arrangement, supply The Company with The Manuscript and any other items required in a format specified by the company. Any alterations or additions required thereafter shall be the sole financial responsibility of The Author.
- 2 Subject to clauses 7 and 16 above (Rights and Duties of The Company) The Author grants The Company the rights of distribution to any digital electronic copies of The Manuscript offered for sale whilst The Manuscript remains on the site. In the case of POD The Author shall grant The Company the rights to publish The Manuscript and agrees not to print the book through any other means without prior written agreement with The Company. Such permission shall not be unreasonably withheld. Nothing in this clause is intended to inhibit the right of the Author to purchase copies of the book from the Publisher for resale.
- 3 Further to any termination of this contract The Author agrees to remove any reference to The Company including The Company's supplied ISBN, Company Name or Company Logo from any further printed or electronic versions of the Manuscript not printed or produced by The Company or its suppliers acting on behalf of The Company.
- 4 The Author agrees to pay The Company an initial agreed fee per Manuscript to be published on The Site or in POD.
- 5 The Author agrees to pay The Company a revisable fee set by the company annually per manuscript. This fee is payable for as long as The Manuscript remains on The Site or in print.
- 6 The Author agrees to pay all fees in advance.
- 7 The Author agrees that The Company shall bear no liability whatsoever for any breach of The Author's Intellectual Property Rights arising from The Author's use of The Site.
- 8 Prior to publication, The Author agrees to notify The Company of any content of The Manuscript, which may give rise to legal proceedings being brought against The Company.
- 9 The Author warrants that they own the sole Intellectual Property Rights vested in The Manuscript, and that no other legal person has a sole prior claim to the Intellectual Property Rights vested in The Manuscript.
- 10 The Author warrants that they are solely entitled to publish The Manuscript.
- 11 After publication The Author agrees to pay any additional charges incurred as a result of any required changes or corrections arising from any cause whatsoever except whereby those changes or corrections can be shown not to have been necessitated as a result of The Author's actions.
- 12 The Author agrees to be solely responsible for all publicity and promotion of the Manuscript and recognises that The Company is not responsible for any publicity and marketing and does not guarantee subsequent sales as a result of publication.
- 13 The Author agrees to enclose a copy of any changes with their written notice of said changes.
- 14 The Author agrees to bear sole responsibility for any legal claims arising from the publication of The Manuscript and agrees to indemnify The Company for any expenses or damages it may incur as a result of legal action taken against The Manuscript in either its electronic or POD version.
- 15 The Author agrees to notify The Company at the earliest practical time, but no later than 14 days after the event, of any change of ownership of Intellectual Property Rights vested in The Manuscript.
- 16 The Author agrees to notify The Company at the earliest practical time, but no later than 14 days after the event, of any change of status regarding ownership of the rights to publish The Manuscript.
- 17 Unless altered by prior agreement and subject to clause one above, The Author agrees to provide all materials for publication in a digital, electronically stored format that is compatible with The Company's own software, details of which will have already been given.
- 18 In the event of a dispute between The Author and The Company, The Author agrees to attempt to resolve the dispute by seeking Alternative Dispute Resolution prior to taking any legal action in The Courts.
- 19 The Author agrees to abide by any decision given by Alternative Dispute Resolution.

This contract is written under the Laws of The United Kingdom and International Agreements with regard to Publishing and does not affect the statutory rights of either party in any way.

I have read and understood the above conditions, and agree to abide by them:

Signed For The Company

Name:	Staff Representative
Position:	Submissions Department
Signature:	
Date:	09/09/2010

Signed For The Author

Name:	A N Author
Book or Manuscript Title:	My Next Best Seller
Signature:	

Sample

Witnessed
by:
Occupation
:
Signature:

Witnessed
by:
Occupation
:
Signature: