



## Filament Standard Author Agreement

This agreement is between the Author;

And Christopher Day of Filament Publishing Ltd of  
16, Croydon Road, Waddon, Croydon, Surrey CR0 4PA  
In respect of the book (title):

Title	ISBN
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**Record of Agreement made this day between the two parties above, whereas it is their intention to publish the above book for distribution to the book trade.**

### 1. Parties

This is a Publishing Agreement between Filament Publishing Ltd ("Publisher") and the author ("Author") shown above. This agreement relates to all versions of the above book, herein referred to as "Work." This contract is subject the laws of the United Kingdom.

### 2. License to Publish

The Author grants to the Publisher the non-exclusive, worldwide license to publish the Work in both print and all electronic formats. The Author retains sole and exclusive worldwide copyright and all rights including moral rights to the Work in all formats and editions. ISBNs will be assigned by the Publisher for all editions of the Work to enable the Author's book to be sold by the book trade worldwide. This license is for a period of seven years unless terminated by either party giving six months notice to do so.

### 3. Publication

The Author grants to the Publisher the right to store, transmit, use and distribute copies of the Work to facilitate the publication, printing and sales process. This includes to all booksellers and other vendors or affiliates.

#### 4. Obligations of the Author

1. The author shall supply a complete, professionally edited and proofed manuscript free from errors. Correcting editorial and grammatical errors later on may involve additional costs.
2. All illustrations or photographs required, must be supplied by the agreed date shown in the schedule and in the required format.
3. If the author chooses to organise their own book design and layout, it must meet our specifications.
4. The author shall supply a book description, synopsis and biographical materials and photographs as may be required to promote the book.
5. The author warrants that they have the full power to enter into this agreement and that it does not infringe any existing copyright or license.
6. The author warrants that the work is capable of protection by copyright throughout the world.
7. The author warrants that the work does not contain anything libellous, scandalous or obscene.
8. The author shall be responsible for obtaining any necessary permissions in respect of any quotations or other sources included in the work
9. The author warrants that all pictures and illustrations are licensed and legal to use
10. The author shall indemnify and keep indemnified the publisher in the event of any breach of these indemnities.
11. The indemnities shall survive the termination of this agreement
12. The author shall pay any author contribution agreed with the publisher which shall be included in the Schedule of Services attached to and forming a part of this contract.
13. When an author's account shows unpaid services, any due royalties will be diverted to bringing their account back into credit before royalties are paid.
14. By proceeding with a project, you are deemed to have accepted our terms of business.
15. Authors shall resource a minimum of 150 copies of the book to cover demand at the time of launch.
16. Where an author has ordered bulk quantities of their book, the cost of warehousing and carriage is their responsibility.
17. Should the book meet the criteria for traditional publishing, there will be no author contribution required for publishing. Traditional publishing is available to authors who have an existing track record of sales through the book trade in the UK over a number of years; who have a high profile in the media; a substantial following on social media and a significant number of followers on their own email lists. The offer of a traditional publishing arrangement is at the absolute discretion of the publishers. Authors who do not meet this qualification will be offered a Partnership Publishing Agreement for which an author contribution is required.

## **5. Obligations of the Publisher**

1. The publisher shall project manage all aspects of origination, production, printing, supply chain and distribution. The author is not permitted to print copies of their book.
2. Book layout changes. One hour of changes are included at no cost. Additional time is chargeable at the prevailing rate.
3. The author is encouraged to sell copies of their book in all routes to market. The publisher shall supply such copies of the book as the author may require at the author's special price. This is calculated as 'the actual cost of printing, plus 10% of the cover price of the book'. The cost of printing is a variable and is dependent on the quantity ordered at any one time. The greater the quantity ordered, the lower the unit cost, and the higher the author's profit. It should be noted that when the print to order system is used to print small quantities, the carriage cost is disproportionately high, and this will dramatically reduce the author's profit
4. The publisher shall provide copies of the book to the Legal Deposit Libraries from stock.
5. The publisher shall promote the work to overseas publishers for foreign rights sales at book fairs and trade events. The net receipts of such sales shall be split equally between the author and the publisher.
6. The publisher will continue to support and promote each book for the lifetime of that title. It will provide a contact point for media and book trade enquiries and ensure that the title remains in print.
7. The publisher may recommend the services of third party specialists to assist with, for example, design, origination, editing, proofreading, publicity, web design and distribution. These services will be subject to the terms of business of the suppliers in question.

### **Author Profits**

1. The author's will be a 50/50 profit share on all net income generated from book sales.
2. The publisher shall collect sales income on behalf of the author, from all sources and territories and have them independently audited by accountants Moorgate and Co.
3. The publisher will create a Author Trading Account for every author. All income from sales of the book will be paid into this account.
4. In addition, all design, origination, printing, distribution and warehousing costs will be charged to this account. The amount left when costs have been deducted from income shall be 'the net profit'.
5. The net profit shall be shared equally between the author and the publisher at regular intervals – three to four times per year.

6. As all books are sent to the book trade on a sales or return basis without limit of time, any such returns shall be charged to the Authors Trading Account.
7. The publisher shall make the book available and promote it to the book trade in the territories chosen by the author, worldwide.
8. Royalties paid are deemed to be VAT / tax inclusive if applicable.
9. The authors trading Account is not a credit facility. Authors are required to settle their accounts for publishing and printing services per the terms specified in the invoice for those services and within our terms of business.
10. Outstanding invoices which are not paid by the due date will be subject to interest.

#### **7. Title Maintenance**

The availability of the Work to the book trade worldwide is subject to annual renewal on the anniversary of publication. Renewal will be completed for an annual fee of £30.00 which covers the cost of maintaining the title of the book trade systems.

#### **8. Publisher Transferal or Bankruptcy**

The Author understands that the Publisher may at any time sell its business and that all current contracts and licenses would be transferred to the new owner. If the Publisher liquidates its business or is legally judged bankrupt, this Agreement shall be terminated immediately.

#### **9. Agreement Acceptance**

By signing this agreement, both parties accept its terms.

Signed on behalf of the author and the publisher

Chris Day for Filament Publishing Ltd (date)

Signed on behalf of the author (date)

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