



## Terms of Business

### Author rights

1. The author retains ownership of all the rights to their work.
2. The author licences Filament Publishing Ltd to act as the publisher of the work and to manage such rights on their behalf as may be required to carry out this role.
3. The author confirms that the entire work is original and does not contain material that might require permission to be included or a licence to use.
4. The author confirms that no material in the book could be considered as libellous or defamatory and will indemnify the publisher should this turn out not to be so.
5. The author confirms that they are the copyright holder and that no rights have already been assigned to other organisations or individuals.
6. The author asserts the right to be identified as such as defined by the Designs and Copyrights Act of 1988 and this information shall be shown on the imprint page of the book along with the copyright symbol beside the author's name and the date of publication.

### Manuscript

7. The author will provide the manuscript in electronic form, preferably as a Microsoft Word document.
8. The manuscript will have been fully edited and professionally proofread prior to submission to the publisher. All editing and proofreading costs are the responsibility of the author.
9. After the manuscript has been typeset, the publisher will carry out a further light proofread to check for layout issues. The publisher will make good any such layout issues at their expense.
10. Once the manuscript has been typeset, one hour of charges are included at no charge. Any subsequent editorial changes to the original manuscript requested by the author may be subject to additional costs.
11. All necessary photographs, illustrations and graphics shall be supplied separately to the manuscript as JPEG images at a minimum of 300dpi, and be ready to use.
12. Payment of all third party licences for library images or other reproduction rights are the responsibility of the author.

## Distribution and royalties

13. In addition to acting as publisher, Filament Publishing Ltd will also act as distributor for the book and manage the supply chain using such other third-party distribution and retail partners as may be required to make the title available in the marketplaces selected by the author.
14. The publisher undertakes to actively promote the title to the book trade both before and after publication and to distribute it worldwide, and through Amazon to international markets.
15. The title shall be carried in Filament book catalogues, on their website and shopping cart, and in their regular marketing communications.
16. The author's royalty shall be a 50/50% split of the net profit from sales. Net Profit is calculated as the amount left once printing and distribution costs have been deducted from sales income. This will be shown in the Author's Trading Account.
17. Book royalties are deemed to be inclusive of VAT if applicable.
18. In the event that monies for services provided to the author are outstanding, these will be deducted from royalties due to be paid, until the author's account is clear.
19. Royalties are paid directly in to the author's own bank account on a four-month cycle and are independently audited by our accountants, Moorgate & Co. Author royalty statements are uploaded to the author's private area on the Author Project Management System.
20. Every author will be provided with an Author Agreement which will set out the specific requirements of their project in the form of a Schedule of Services with all costs identified. This document will initially be supplied electronically. It is the responsibility of the author to print and sign this, and return two copies by post to the publisher to be countersigned.
21. By proceeding with a project, it will be assumed that the author has agreed to the terms in the Author Agreement.
22. The author may terminate the author agreement without penalty prior to the start of scheduled works. After this point, the author may still terminate this agreement but will be charged pro rata for any works which have been done. No penalty charge shall be made.
23. After publication of the work, the author agreement can be terminated by either party giving six months' notice in writing of their intention.
24. The agreed schedule of payments will be incorporated in the Author Agreement. The project is deemed to have started once the initial payment has been made.
25. The publisher may recommend the services of third party providers, such as editors, ghost writers, proofreaders, photographers or others. Such providers shall enter into agreements directly with the author and these will be subject to their own terms of business. The publisher cannot be held responsible for any non-delivery on the part of third party providers.
26. The cost of licences for the use of library images are not included in the schedule of costs and are charged separately.
27. Where video shooting services are provided to the author, the cost of hiring premises for the filming, or for travel outside the M25, is not included in the schedule and will be charged separately.
28. The cost of printing book stock for the author's own distribution is subject to the final specification of the book. Once this is known, a quotation for printing can be obtained. Books will be supplied to the author at the author's price of 40% of the cover price..

29. Warehousing for book stock and dispatch costs are not included in the schedule of costs and will be charged at cost.
30. Fulfilment services, where the publisher posts out books on behalf of the author, are supplied on the basis of 'actual postage + £1.20 per package' to contribute to the cost of packaging and labour.
31. Currently the cost of producing and printing books is zero rated for VAT purposes. Other services may be subject to VAT. The cost of retailing eBooks is subject to VAT at the prevailing rate.
32. Filament Publishing Ltd will issue ISBNs as required for each edition of the title and ensure that full entries are added to the book trade databases. Only ISBNs issued by Filament Publishing Ltd may be used as they are publisher specific.
33. Upon completion of the print ready files, it will be the responsibility of the author to accept these as ready for publication. The publisher will use their best endeavours to avoid any errors but will not be held liable for any that are found after the project has been signed off. Any such errors will be corrected in future printings.
34. All book printing is done by the publisher. The author may not print books themselves without the prior written permission of the publisher, and without making payment to the publisher of their contribution to overhead of 10% of the cover price.

#### Website and online facilities

35. Filament Publishing Ltd provide online tools for our authors via our Author Project Management System. This system is provided by a third party supplier.
36. We recommend that authors always keep a backup of any data or information they choose to upload onto the system as we cannot be held responsible for any damages resulting from a loss of data in the event of a system crash.
37. Access to each author project, and the data it contains, is restricted to only those people that the author chooses to include onto the system. It is password protected and cannot be accessed by anyone else.
38. We take your privacy very seriously and will never share your information with anyone without your expressed permission. We hate spam as well!
39. We treat any information you share with us in full commercial confidence.

#### If things go wrong

40. If there is an issue with any aspect of our service, we need to know quickly so that something can be done to rectify the matter. Our out of hours number is 07802 211587. We believe that it is not what happens that matters, only what is done about it. We take our responsibilities very seriously and fully understand and respect the needs of our authors. The email [chris@filamentpublishing.com](mailto:chris@filamentpublishing.com) is monitored at regular intervals both in and out of office hours.

#### Payment

41. Filament Publishing Ltd shall be entitled to charge interest on any outstanding balance owed to the Publisher at the rate of 8% above the base rate of HSBC Bank plc from the date that the invoice became due for payment until the date it is paid in

full together with a recovery fee, which shall be charged at the statutory rate, and any associated costs.

#### About Filament Publishing Ltd

Filament Publishing Ltd is a Limited Company registered in England and founded in 1999. The company number is 3715385. The registered offices are 14, Croydon Road, Waddon, Croydon, Surrey, CR0 4PA. The VAT number is GB905904231. The managing director is Mr Christopher Day.

#### Governing Law

Our author agreements and terms of business are governed in accordance with the laws of the United Kingdom.

#### Changes to our Terms of Business

These terms and conditions are subject to change. Filament Publishing Ltd reserves the right to modify these Terms of Service at any time. We do so by posting and drawing attention to the updated terms on our website. Your decision to visit our site and make use of our services after such changes have been made constitutes your formal acceptance of the new Terms of Service.

Therefore, we ask that you check and review this Agreement for such changes on an occasional basis. Should you not agree to any provision of this Agreement or any changes we make to this Agreement, we ask that you contact us immediately.

#### Contact Us

If you have any questions about our terms of business, please feel free to contact us at [info@filamentpublishing.com](mailto:info@filamentpublishing.com) or by calling 0208 688 2598

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