

# eBook Versions

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www.ebookversions.com

Reading copy only – not for completion and signature

## ‘TITLE OF WORK’

### Agreement & Terms & Conditions (Subject to Contract)

#### Scope

1. This Agreement between **Name of client** (“the client”) and **eBook Versions** (“the producer”) encompasses the terms and conditions that shall apply in relation to the provision by the producer of ebook conversion, design, consultancy, data uploading, marketing and/or any other services commissioned by the client in respect of the work(s) currently identified by the title(s) declared in the Appendix to this Agreement.
2. The Appendix shall form part of this Agreement.
3. In the absence of any specific agreement to the contrary this Agreement is subject to English law.
4. If at any time any provision or part thereof of this Agreement becomes invalid, illegal or unenforceable, then the remaining parts and/or provisions shall continue in full force and effect.

#### Materials provision and usage

5. The client shall provide to the producer such materials, including data files in acceptable formats or printed volumes for scanning, as may be necessary for the accomplishment of the services commissioned and the producer undertakes to take all reasonable precautions to safeguard the integrity and security of such materials <sup>≠</sup> none of which shall be copied or entrusted to any party other than individuals within the United Kingdom employed or retained by the producer to process such material.
6. On completion of any work(s) commissioned by the client or before then if practicable, the producer shall (a) return to the client any physical materials supplied as part of any commission and/or (b) on request and at any time stipulated by the client delete from the producer’s servers, hard discs, flash memory or any other electronic storage devices any data in whatever form supplied by the client as part of any commission.

#### Confidentiality

7. The producer undertakes not to disclose prior to publication to any third party the title, authorship, nature, content, publication date or any other commercially sensitive information, whether expressly divulged by the client or inferred by the producer, in respect of any work(s) that is/are the subject of this Agreement.

#### Copyright

8. The client asserts either (a) copyright in the work(s) identified in the Appendix to this Agreement; (b) undertakes to identify as part of a work’s content the author or other copyright holder in law; or (c) the authority to commission and meet the fees for services provided by the producer in respect of the work(s).
9. The producer shall not be held liable for any royalties, licensing fees, subsidiary rights payments or reproduction fees or other costs attached to any materials supplied to the producer, including artwork, photographs or illustrations that form part of the cover or content of the work(s) identified in the Appendix to this Agreement.

10. The producer shall not be held liable for any breach of copyright by the client arising from the publication and/or sale of any editions created by the producer of the work(s) identified in the Appendix to this Agreement.

#### **ISBN Allocation**

11. If requested, the producer shall apply at no charge to the client assign a previously unallocated ISBN to any edition of any work(s) commissioned by the client, any such ISBN having been acquired by the producer from Nielsen UK or Bowker USA. Alternatively, the producer shall apply to the work(s) the ISBN(s) acquired by the client from those registrars.

#### **Quick Response Code Allocation (POD and other physical editions only)**

12. Unless otherwise instructed, the producer shall, if required, apply or make available at no charge to the client a QR Code to any generic PDF edition of any work(s) commissioned by the client, incorporating such textual information as may be specified by the client within the limits of QR Code technical protocols.

13. Unless otherwise instructed, the producer shall, if required, apply to or make available at no charge to the client a QR Code relating to any generic PDF edition of the work(s) identified in the Appendix to this Agreement at a practicable location to be specified by the client in each instance.

#### **Nielsen BookData Registration**

14. Where the client provides an ISBN for each version of the work(s), the producer shall on behalf of the client, using the client's authorized online access to a Nielsen UK account, register the work(s) identified in the Appendix to this agreement with the Nielsen Bookdata UK trade and library database.

#### **Bowker Global Registration**

15. Where the client provides an ISBN for each version of the work(s), the producer shall on behalf of the client, using the client's authorized online access to a Bowker Global account, register the work(s) identified in the Appendix to this agreement with the Bowker Global trade and library database.

#### **British Library Catalogue Registration**

16. Unless otherwise instructed, the producer shall register at no charge to the client any edition of the work(s) commissioned by the client and identified in the Appendix to this Agreement with the British Library Catalogue as soon as may be practicable.

#### **Data Uploads**

18. For the purposes of this Agreement, "direct data uploads account" shall be interpreted as meaning the arrangement that exists whereby the client has direct personal or corporate access to one or more online or other retail or trade distributor content databases and thereby can receive direct payment of any fees, commissions or other income due or owed to the client in respect of sales through those channels.

19. For the purposes of this Agreement, "indirect data uploads account" shall be interpreted as meaning the arrangement that exists whereby the client does not have personal or corporate access to one or more online or other retail or trade distributor content databases and consequently authorises the producer to upload the client's work(s) and associated data to one or more online or other retail or trade distributor content databases and to receive by proxy such payments as may become due to the client.

#### **Payment of Royalties, etc**

20. The producer shall not be held liable by the client for any royalties, commissions, fees or other payments or costs owed to the client or for the non-payment of any such monies by any online or other retail or trade distributor—including the Amazon Kindle Store and Apple iTunesBookstore—to whose digital content databases the client has directly uploaded the work(s) identified in the Appendix to this Agreement in accordance with the arrangement defined in Paragraph 18 of this Agreement.

21. The exception to Paragraph 20 shall be where any royalties, commissions, fees or other payments due to the client are, with the permission of the client in accordance with the implied consent conferred by Paragraph 19 of this Agreement, received by the producer on behalf of the client under the published payment terms of the online or other retailer or trade distributor in effect at the date of the signing of this Agreement or as may be adjusted in future.

22. Where Paragraph 21 applies, the producer undertakes to pass on the full amount of any payments so received to the client within seven days of their receipt. Any such payments shall be credited to the client's designated PayPal account or UK bank account.

23. Paragraphs 21 and 22 shall only apply additionally to commercial clients at the producer's discretion and in exceptional circumstances, such as where a commercial client is unable to establish a direct data uploads account as defined in Paragraph 18.

### **Payment of Fees**

23. The client shall make full payment to the producer of the fees agreed for the services specified in the Appendix to this Agreement at the time of the client's acceptance of this Agreement, either by crediting the producer's PayPal account, for which purpose an electronic invoice from PayPal will be submitted to the client, or by cheque drawn on a UK bank and sent to or presented at the producer's London address. No other form of payment will be accepted by the producer other than in the case of a commercial client based in the UK or in certain territories overseas, when payment by the national or international electronic bank transfer of funds to the producer's UK bank account may, at the discretion of the producer, be permitted.

24. At the discretion of the producer, a commercial client based in the UK or in certain territories overseas, having provided the producer with appropriate credit references and satisfactory inquiries having been made by the producer, shall be permitted to make full payment up to 30 days from the date of invoicing for services provided in respect of any of the work(s) identified in the Appendix to this Agreement.

25. For the purposes of this Agreement, "a commercial client" shall be understood to mean a recognized and established incorporated company, partnership or other professional or trade organization or undertaking in membership of the UK Publishers Association or an equivalent trade or professional organization registered in the UK or overseas.

### **Production scheduling**

26. Where the source material provided by the client takes the form of a typed manuscript, paperback or hardback book requiring OCR-to-text file conversion, the producer undertakes to produce and supply by email or CD-R within 28 days of receiving the source material a textual proof copy of the conversion, to allow the client to proof read and otherwise check the integrity of the conversion. The client undertakes to return the file with any corrections, amendments or other changes that may be required.

27. Where Clause 26 applies, the producer undertakes to produce and supply by email or CD-R within 21 days after the return of the text file a presentational textual proof in the form of a PDF file created from the XHTML/CSS-coded version of the work, to allow the client to check the completeness and correct order of the textual content. The producer shall correct any typographical errors and implement any changes to the presentational proof that the client requires. In the event that the client wishes to make author corrections to the presentational proof, their implementation shall be subject to an additional charge to be agreed between the client and the producer.

28. Where the source material provided by the client takes the form of a Word or other electronic text file, the producer undertakes to produce and supply by email or CD-R within 28 days of receiving the source material a presentational textual proof in the form of a PDF file created from the XHTML/CSS-coded version of the work, to allow the client to check the completeness and correct order of the textual content. The producer shall correct any typographical errors and implement any other changes to the presentational proof that the client requires. In the event that the client wishes to make author corrections to the presentational proof, their implementation shall be subject to an additional charge to be agreed between the client and the producer.

29. Once the producer has received the approved or corrected presentational textual proof for which Clauses 27 and 28 make provision, the producer undertakes to produce and supply by email or CD-R within 21 days a copy of the complete Kindle, ePub or PDF-format product in the form of an Amazon .mobi, generic .epub or .pdf file for the client's examination and approval. The producer shall implement any changes to the structure and/or presentation of the product that the client requires and, if requested, submit a second product proof for final approval.

30. The scheduling arrangements for which Clauses 26 to 29 provide exclude any work that incorporates technical, annotated or foreign language textual content; line drawings; illustrations; or photographs requiring additional coding, formatting and/or scanning. In such instances, the producer shall, after examining the source material in question, provide the client with details of the revised production scheduling that shall apply.

#### **Proofs and author and other corrections**

31. In the case of a Kindle and/or epub format ebook edition, the client shall be provided by the producer with a reading proof in the form of a PDF document drawn from the XHTML/HTML5/CSS/EPUB3 code comprising the ebook edition, to which the client shall be entitled to indicate up to 50 discrete author textual and/or presentational corrections per 100,000 words of text, which will be implemented without charge. That allowance excludes any textual and/or presentational errors introduced by the producer – the correction of which will not incur any charge. The producer shall subsequently provide the client with a product proof in the form of an .azw (Kindle) or .epub file viewable on the appropriate ereader platform or app, so that the client may check that author and other corrections notified have been properly implemented. Any author textual and/or presentational corrections to the product proof shall incur an additional charge of £2.00 each.

32. In the case of a Kindle and/or epub format ebook edition, in the event that the client requires a work currently on sale to be modified in any respect and republished, that shall incur an additional recoding and reuploading charge to be agreed between the client and the producer.

33. In the case of a CreateSpace POD paperback edition, the client shall be provided by the producer with a what-you-see-is-what-you-get (WYSIWYG) reading proof in the form of a PDF document supplied by email or on disc, to which the client shall be entitled to indicate up to 50 discrete author textual and/or presentational corrections per 100,000 words of text, which will be implemented without charge. That allowance excludes any textual and/or presentational errors introduced by the producer – the correction of which will not incur any charge. The producer shall subsequently provide the client with a second WYSIWYG reading proof, so that the client may check that author and other corrections notified have been properly implemented. Any author textual and/or presentational corrections to the second WYSIWYG reading proof will incur an additional charge of £2.00 each.

34. In the case of a CreateSpace POD paperback edition, the producer shall additionally provide the client with a third WYSIWYG reading proof of the interior files and a WYSIWYG proof, in the form of PDF documents, of the cover set (front cover, spine – if applicable – and back cover) following their technical validation by CreateSpace. Any author textual and/or presentational corrections to the second WYSIWYG reading proof or cover set proof will incur an additional charge of £2.00 each plus a fixed reuploading fee of £15.00.

35. In the case of a CreateSpace POD paperback edition the producer shall provide the client with one proof copy of the paperback edition printed by CreateSpace for final approval by the client prior to being released for publication. Any further author textual and/or presentational corrections to the paperback proof will incur an additional charge of £2.00 each plus a fixed reuploading fee of £15.00.

36. In the case of a CreateSpace POD paperback edition, in the event that the client requires a work currently on sale to be modified in any respect and republished, that shall incur an additional recoding and reuploading charge to be agreed between the client and the producer.

#### **Code copyright**

37. The underlying specific structure and/or XHTML and/or HTML5 and/or EPUB 3 and/or CSS code devised by the producer and forming part of an ebook edition in any format is the copyright of the producer and is not to be modified by the client or any third party without the producer's specific consent. Further, the application of any part of the underlying specific structure and XHTML or HTML5 or EPUB 3 and CSS code devised by the producer and forming part of an ebook edition in any format of the work(s) to which this agreement relates to any other ebook(s) shall be deemed to be a breach of the producer's technical copyright and of this Agreement.

#### **Complaints procedure**

38. In the event of any reasonable complaint being made by the client that the producer has failed to adhere to the production schedule(s) to which Clauses 26 to 29 relate; or as to the quality or completeness of the final Kindle, epub or PDF format product(s); or of any other aspect of service that falls within the matters covered by this Agreement, the producer undertakes to endeavour to resolve any such complaint to the client's satisfaction within 21 days.

39. In the event that any reasonable complaint is not resolved within 21 days, the producer shall within seven days thereafter refund any fees paid by the client identifiable as relating to that part of the work and/or scheduling to which the complaint relates.

**Termination of Agreement**

40. In the event that, for whatever reason, the client chooses to terminate this Agreement before the work(s) in question are completed, the producer shall provide a statement of work completed and, where payment of the producer's fee has already been made, shall refund to the client a proportionate amount of any fee paid or offset that sum against the fee agreed for any future commission.

41. In the event that, for whatever reason, the client chooses to terminate this Agreement before the work(s) in question are completed, the producer shall provide a statement of work completed and, where payment of the producer's fee has not been made, the producer shall be entitled to claim a proportionate amount of the sum agreed for the completion of the work(s).

42. In the event that, for whatever reason, the producer chooses to terminate this agreement before the work(s) in question are completed, the producer shall refund to the client a proportionate amount of any fee paid or offset that sum against the fee agreed for any future commission. The client shall not be entitled to any other form of financial redress or compensation, and neither shall the producer be required to provide any reasons for invoking this provision.

**For eBook Versions**

**For the Client**

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**SIGNED**

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**SIGNED**

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