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*The Endless Bookcase***

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1 Introduction

This document sets out in plain language the terms and conditions of author membership and publication agreed between ***The Endless Bookcase*** (The publisher) and its authors. The initial fee for a **book publishing package includes a membership and the publication of one work by the author (as an eBook edition and printed edition)** and therefore these terms and condition include and serve as a simple and binding publishing agreement.

Note that in what follows “the author” may also be interpreted as “the authors” if applicable.

The Endless Bookcase is a “*co-operative publisher*” aiming to work in partnership with its authors.

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The author is responsible for the following.

- Producing a manuscript for a specified title (maybe provisional) in the form and format specified by ***The Endless Bookcase***.
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- Making sure that links and supplementary material reference in the book are available as and when they should be.
- Checking and correcting the drafts and finished manuscript and any individual editions produced by ***The Endless Bookcase***. This includes responsibility for spelling, grammar, punctuation, facts and figures.
- Submitting a final finished manuscript for publication as a Microsoft Word document formatted as per a template supplied by ***The Endless Bookcase***.

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- Checking the pre-publication typeset proof copy and submitting any final changes in a single document with each change clearly stated and referenced.
- Making sure that adequate reviews of the books are obtained pre-production so that these can be included in the creation of the first edition and promotional material.
- Taking an active role in the pre-release of the book by way of obtaining reviews and endorsements, and taking an ongoing and active part in promotions after publication.
- Providing suitable content for the front and back cover including a headshot of the author and artwork.
- Providing bank details so that royalty payments can be paid electronically.

The publisher, ***The Endless Bookcase***, is responsible for the following.

- Pre-production checks, although it remains the responsibility of the author to submit finished and checked manuscripts. Minor corrections to the submitted manuscript will be undertaken *by The Endless Bookcase* but if the manuscript fails the checks it may be returned to the author for correction.
- Converting the manuscript into forms suitable for publishing each edition including electronic and printed editions.
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- All pricing decisions – but in consultation with the author.
- The release and distribution of each edition through suitable channels including electronic editions and printed editions.
- The collection of payments for all book sales through the channels used.
- The payment of royalties to the author for all payments received.
- Making reasonable efforts to publish the original edition and other editions of each book in a timely fashion.

Note that ***The Endless Bookcase*** has set up an on-line shop through which books in various electronic formats can be sold and downloaded – and printed copies purchased for delivery where applicable.

3. Rights

The author retains copyright of the work.

Note, for the avoidance of doubt, that although exclusive rights are granted to the publisher, the author may allow the use of extracts of the work for research and

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promotional purposes provided such extracts do not constitute a major part of the work.

The publisher has exclusive ongoing primary and secondary rights to edit, format, offer for download, print, distribute, ship and sell the work in any medium. Note, for the avoidance of doubt, that primary right refers to publication and distribution of the work to the public in any medium and secondary rights refers to third party use of the work for which they typically pay a licence fee.

Any variation to these rights must be in writing and agreed by both parties.

4. Termination

This agreement may be terminated under the following circumstances.

- Should the publisher intend to cease publication of all editions of the work the publisher shall provide timely written confirmation with termination dates to the author and continue to clear any existing stock and process any further royalties.
- Should the publisher cease to keep the book in print where "keep in print" means that the editions originally published, or their replacements by newer editions, are no longer available for sale for a period of more than six months.

On termination all rights revert back to the author.

5. Commercial arrangements

The author shall pay the *The Endless Bookcase* an agreed publication package fee for one or more **book packages** which gives access to author membership and is a contribution to the costs of publishing the work submitted by the author.

An author may choose to upgrade **book packages** and purchase add-ons at any time. The terms and conditions within this agreement apply to any such upgrade or add-on.

Additional works may also be published through the purchase of additional packages at published rates which are normally lower than those for a first-time publication. For each electronic edition (for example an ebook or audiobook) on sale the author receives a royalty that is 50% of the net of costs and tax retail sales price for each book sold directly or indirectly by *The Endless Bookcase* .

The royalties for paper editions are as follows.

Note: The calculation of royalties is complex because of the considerable variation in costs between channels and the further variation that can occur as a result of offers and bundled packages. Our aim is to provide transparency in our royalty reports based on the actual cost per transaction and where costs are spread across multiple transactions, we aim to spread costs in an equitable way. Additionally, we obtain independent checks as a safeguard.

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- Post and packaging cost for printed books are not included in the royalty calculations because they are charged to the customer separately. The only exception to this is where in some instances the channel, notably Amazon, does not fully recover the cost from the customer for specific transactions.
- Where the author buys directly from The Endless Bookcase in order to sell copies themselves the author pays the cost price plus shipping where applicable and retains 100% of the revenue of each book sold. This is similar to a self-publishing arrangement.
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Royalties are normally paid in arrears every six months based on confirmed sales returns. If the total royalty amount due is less than £10 it may be rolled over to the next royalty period.

B WHEN YOU PURCHASE A PACKAGE OR SERVICE FOR SELF-PUBLISHING

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