

AUTHOR CONTRACT



(England and Wales)

This Publishing Agreement ("Agreement") is made on the ___ day of _____ 20__

Between:

[Publishing Company Name] Ltd, a company incorporated in England and Wales under company number _____ whose registered office is at _____ ("Publisher")

and

[Author Full Legal Name], of _____ ("Author").

The Publisher and the Author together shall be referred to as "the Parties".

DEFINITIONS

In this Agreement:

- "Work" means the literary manuscript tentatively titled " _____ " including all revisions and approved edits.
- "Net Receipts" means all sums actually received by the Publisher from exploitation of the Work, less agreed deductions.
- "Term" means the duration set out in Clause 3.

GRANT OF RIGHTS

2.1 The Author grants to the Publisher the [exclusive / non-exclusive – specify] licence within the United Kingdom and worldwide to:

- Edit, format and prepare the Work for publication
- Publish, reproduce and distribute the Work in print and digital formats
- Market and promote the Work
- Make the Work available through third-party platforms and retailers

2.2 Copyright in the Work shall remain vested in the Author in accordance with the Copyright, Designs and Patents Act 1988, unless otherwise expressly agreed in writing.

2.3 The Author asserts their moral rights under sections 77–89 of the Copyright, Designs and Patents Act 1988.

TERM

3.1 This Agreement shall commence on the date of signature and shall continue for a period of ___ years unless terminated earlier in accordance with this Agreement.

3.2 Upon expiry of the Term, the licence granted shall automatically revert to the Author, subject to any outstanding sales obligations.

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AUTHOR WARRANTIES

4.1 The Author warrants that:

- The Work is original and created solely by the Author.
- The Work does not infringe any copyright, trademark, database right, privacy right, or other intellectual property or proprietary right.
- The Work is not defamatory, obscene, unlawful or otherwise actionable under UK law.
- All necessary permissions for third-party content have been obtained in writing.

4.2 The Author shall indemnify and keep indemnified the Publisher against any claims, losses, damages, legal costs or expenses arising from breach of these warranties.

EDITORIAL AND PRODUCTION SERVICES

5.1 The Publisher shall provide agreed publishing services, which may include:

- Editorial assessment and/or copy editing
- Proofreading
- Typesetting and formatting
- Cover design
- ISBN registration
- Distribution setup with retail platforms

5.2 The Author must approve the final proof prior to publication.

5.3 Once final approval has been provided, the Publisher shall not be liable for errors or omissions not previously identified.

MARKETING SERVICES

6.1 Where the Author purchases or agrees to marketing services, such services shall be detailed in a separate Schedule.

6.2 The Publisher shall use reasonable endeavours to deliver the agreed marketing services.

6.3 Completion of the agreed marketing package shall constitute full discharge of the Publisher's marketing obligations.

6.4 The Publisher makes no representation or guarantee regarding:

- Sales volume
- Bestseller status
- Media coverage
- Reviews
- Market reception

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NO GUARANTEE OF SALES / LIMITATION OF RESPONSIBILITY

7.1 The Author acknowledges that commercial success is dependent upon numerous factors outside the Publisher's control, including but not limited to:

- Market demand
- Consumer trends
- Pricing decisions
- Competition
- Author-led promotion
- Retailer algorithms and platform visibility

7.2 The Publisher does not guarantee any minimum sales, revenue, profit, ranking or commercial performance.

7.3 Upon completion of agreed editing, production, and any additional marketing services purchased by the Author, the Publisher shall not be liable for:

- Poor or low sales
- Lack of commercial success
- Failure to achieve profitability
- Market rejection
- Reputational or financial loss arising from sales performance

7.4 The Parties expressly agree that the onus of audience growth, public engagement, and market popularity rests with the Author, and failure of the Work to achieve commercial success shall not constitute breach of contract by the Publisher.

ROYALTIES

8.1 The Author shall receive ___% of Net Receipts.

8.2 Net Receipts shall mean gross income actually received by the Publisher less:

- Printing and manufacturing costs
- Distribution fees
- Retailer commissions (including Amazon, wholesalers, etc.)
- Payment processing fees
- VAT or applicable taxes

8.3 Royalty statements shall be provided quarterly / bi-annually.

8.4 Payment shall be made within 30 days of statement issuance provided the balance exceeds £___.

LIMITATION OF LIABILITY

9.1 Nothing in this Agreement shall limit liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability which cannot lawfully be excluded under English law

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9.2 Subject to Clause 9.1, the Publisher's total liability under this Agreement shall not exceed the total fees paid by the Author to the Publisher.

9.3 The Publisher shall not be liable for indirect or consequential losses including loss of profit, loss of opportunity, or loss of reputation.

TERMINATION

10.1 Either Party may terminate this Agreement upon 30 days' written notice if the other Party commits a material breach and fails to remedy it.

10.2 Upon termination:

- Outstanding royalties shall remain payable.
- Distribution removal may take up to 90 days due to third-party platform processes.

FORCE MAJEURE

The Publisher shall not be liable for delay or failure to perform obligations where such delay or failure results from circumstances beyond reasonable control including acts of God, government action, war, pandemics, supply chain disruption, or retailer platform suspension.

DATA PROTECTION

Both Parties shall comply with the UK GDPR and the Data Protection Act 2018 in handling any personal data arising from this Agreement.

DISPUTE RESOLUTION

13.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

13.2 The courts of England and Wales shall have exclusive jurisdiction.

13.3 The Parties agree to attempt mediation prior to commencing litigation.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior representations or understandings.

No variation shall be valid unless in writing and signed by both Parties.

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SIGNATURES

Signed for and on behalf of the Publisher:

Name: _____

Position: _____

Signature: _____

Date: _____

Signed by the Author:

Name: _____

Signature: _____

Date: _____