

TERMS & CONDITIONS



[Publishing Company Name] Ltd
Company Number: [_____]
Registered in England and Wales
Registered Office: [Address]
Email: [Contact Email]
Website: [Website URL]
Last Updated: [Date]

DEFINITIONS

In these Terms and Conditions:

- "Company", "we", "us", "our" means [Publishing Company Name] Ltd.
- "Client" or "Author" means any individual or entity purchasing services from the Company.
- "Services" means editorial, publishing, marketing, distribution or related services provided by the Company.
- "Work" means any manuscript, content, or material submitted by the Author.
- "Agreement" means any signed contract or accepted proposal incorporating these Terms.

APPLICATION OF TERMS

- 2.1 These Terms apply to all Services supplied by the Company unless otherwise agreed in writing.
2.2 By commissioning Services, the Author confirms acceptance of these Terms.
2.3 In the event of conflict between these Terms and a signed Publishing Agreement, the Publishing Agreement shall prevail.

SERVICES PROVIDED

- 3.1 The Company may provide:
- Manuscript assessment
 - Editing and proofreading
 - Typesetting and formatting
 - Cover design
 - ISBN registration
 - Publishing and distribution setup
 - Marketing and promotional services
- 3.2 The scope of Services shall be set out in a written proposal, invoice, or publishing agreement.
3.3 The Company reserves the right to refuse any manuscript at its discretion.

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AUTHOR RESPONSIBILITIES

4.1 The Author warrants that:

- They are the legal owner of the Work.
- The Work does not infringe intellectual property rights.
- The Work does not contain unlawful, defamatory, or obscene material.
- All permissions for third-party content have been obtained.

4.2 The Author is responsible for reviewing proofs and approving final versions prior to publication.

4.3 The Author acknowledges that they retain responsibility for actively promoting their Work.

NO GUARANTEE OF SALES

5.1 The Company does not guarantee:

- Any specific level of book sales
- Bestseller status
- Media coverage
- Reviews or awards
- Profitability

5.2 Book sales are influenced by factors beyond the Company's control, including:

- Market conditions
- Consumer demand
- Pricing
- Competition
- Retailer algorithms
- Author engagement and promotion

5.3 Upon completion of agreed editing, production, and any purchased marketing Services, the Company shall have fulfilled its contractual obligations.

5.4 The Company shall not be liable for lack of sales, commercial performance, or market popularity of the Work.

5.5 The onus of commercial success and audience engagement rests with the Author.

FEES AND PAYMENT

6.1 Fees shall be set out in a written quotation or agreement.

6.2 A deposit may be required prior to commencement of Services.

6.3 Payments are non-refundable once Services have commenced, except where required under the Consumer Rights Act 2015.

6.4 Failure to make payments may result in suspension of Services.

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INTELLECTUAL PROPERTY

7.1 Copyright in the Work remains with the Author unless otherwise agreed in writing.

7.2 The Author grants the Company a licence to use the Work for the purposes of providing the Services.

7.3 The Company retains ownership of design templates, formatting structures, and internal processes unless expressly assigned.

LIMITATION OF LIABILITY

8.1 Nothing in these Terms limits liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability that cannot legally be excluded

8.2 Subject to Clause 8.1, the Company's total liability shall not exceed the total fees paid by the Author.

8.3 The Company shall not be liable for:

- Indirect or consequential loss
- Loss of profits
- Loss of opportunity
- Loss of reputation
- Retailer platform decisions or algorithm changes

INDEMNITY

The Author agrees to indemnify and hold the Company harmless from any claims, damages, legal costs, or losses arising from:

- Breach of warranties
- Intellectual property disputes
- Defamation claims
- Unlawful content

MARKETING SERVICES

10.1 Marketing services are delivered as outlined in the agreed package.

10.2 The Company shall use reasonable endeavours in marketing efforts but does not guarantee results.

10.3 Completion of marketing deliverables constitutes full discharge of the Company's obligations.

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TERMINATION

11.1 Either Party may terminate a service agreement if the other materially breaches its obligations and fails to remedy within 30 days.

11.2 Where Services have already commenced, fees for completed work remain payable.

11.3 Distribution removal may take up to 90 days due to third-party retailer processes.

FORCE MAJEURE

The Company shall not be liable for delay or failure to perform obligations due to circumstances beyond reasonable control, including natural disasters, government restrictions, supply chain issues, or digital platform failures.

DATA PROTECTION

The Company shall comply with the UK GDPR and Data Protection Act 2018 in handling personal data.

COMPLAINTS

Complaints must be submitted in writing to [email address]. The Company will respond within 14 working days.

GOVERNING LAW

These Terms shall be governed by the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction.

ENTIRE AGREEMENT

These Terms, together with any signed Publishing Agreement, constitute the entire agreement between the Parties.

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