



Filament Standard Author Agreement

This agreement is between the Author;

Name

Address

Telephone

Email

And Christopher Day of Filament Publishing Ltd of
16, Croydon Road, Waddon, Croydon, Surrey CR0 4PA
In respect of the book (title):

Title:

Publication Date:

ISBN;

To be published under the imprint;- Filament

This agreement is in three parts;- 1. The Agreement 2. Schedule of Services and 3. Terms of Service

Dated:

1. Parties

This is a Publishing Agreement between Filament Publishing Ltd ("Publisher") and the author ("Author") shown above. This agreement relates to the all versions of the book listed above, herein referred to as "Work."

2. License to Publish

The Author grants to the Publisher the non-exclusive, worldwide license to publish the Work in both print and all electronic formats. The Author retains sole and exclusive worldwide copyright and all rights including moral rights to the Work in all formats and editions. ISBNs will be assigned by The Publisher for all editions of the Work to enable the Author's book to be sold by the book trade worldwide. ISBNs supplied by the author would mean that we would be unable to manage the supply chain so only Filament supplied ISBN can be used.

The agreement is subject to the manuscript being accepted by the Editorial Department of Filament Publishing Ltd.

3. Publication

The Author grants to the Publisher the right to store, transmit, use and distribute copies of the Work to facilitate the publication, printing and sales process. This includes to all booksellers and other vendors or Affiliates.

4. Working together

We need you to confirm that:

- The entire work is original and does not contain material that might require permission to be included or a licence to use.
- That you are the copyright holder and no rights have already been assigned to other organisations or individuals.
- You assert 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 your name and the date of publication.
- 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.
- You recognise that the purchase of third party licences for library images is the responsibility of the author.
- The manuscript will have been fully edited and professionally proofread prior to submission and that all editing and proofreading costs are the responsibility of the author.
- The manuscript will be provided in electronic form as a Microsoft Word document.
- 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 and are licensed for use in the book.
- Upon completion of the print ready files, it will be your responsibility to accept these as ready for publication. We will use their best endeavours to identify 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 and made at the authors expense.

5. Submission Acceptance

The Publisher will inform the Author that the manuscript submission has been accepted by the Editorial Department for publication. If the manuscript is rejected, no payments will be due.

6. Author Rights

The author retains ownership of all the rights to their work at all times but 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.

7. Author Royalties

- Net receipts are shared equally between the author and the publisher.
- Royalties paid are deemed to be VAT inclusive if applicable
- 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.

- Royalties are paid directly into the author's own bank account on a six month cycle and are independently audited by our accountants, Marden & Co. Author royalty statements are uploaded to the author's private area on the Author Project Management System at regular intervals.
- Our full terms of business are included as part of this document
- Author royalties are not paid on copies of the book bought by the Author themselves direct from the Publisher.

8. Book Availability

The Publisher agrees to set-up the Work for full worldwide distribution , which will mean the book being available both to book stores as well as all the major online retailers which will include the major online sites, such as Amazon, Barnes and Noble, Waterstone's, and also availability to book stores through major wholesalers such as Gardners and Bertrams. We also sell direct to the book trade, at events and via our own online shop.

The Publisher will ensure all book information and metadata, supplied by the author is correctly recorded on all the book trade databases.

9. Copies to the British Library

As part of a legal obligation, the Publisher agrees to submit six printed copies of the book, to the British Library Legal Deposit Office

10. Filament Services

Filament Publishing will provide those services selected by and paid for by the author and which form the 'Schedule of Services'. These form a part of this agreement and are subject to our terms of business.

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 is monitored at regular intervals both in and out of office hours.

11. Author Right of Cancellation

This Author may terminate this agreement at any time and for any reason as long as a 30-day e-mail notice is given to the Publisher. Email notification of termination of agreement by the Author should be sent to chris@filamentpublishing.com that if you cancel your agreement before production work has started on your book, you will be entitled to a full refund, minus payment processing charges, not to exceed 5% of fee paid. If your book is already in production prior to being available to print at date of your email, you will only be liable for a 25% refund on the fee paid. If the book is already in print, then no refund will be applicable.

12. Title Maintenance

The availability of the Work to the book trade is subject for renewal on the anniversary of publication every year. You will be informed prior to the renewal date and renewal will be completed for a fee of £30.00. Should the Author wish to terminate the Work's availability at that point, they must inform the Publisher at least 21 days prior to the renewal date, or a renewal charge will still be payable. If the Author informs the Publisher they wish to renew at least 21 days prior to the renewal date, there will be no disruption to the Work's availability.

13. Publisher Transferral or Bankruptcy

The Author understands that the Publisher may at any time sell its business and that all current contracts and licenses would be transferred to the new owner. If the Publisher liquidates its business or is legally judged bankrupt, this Agreement shall be terminated immediately.

14. Agreement Acceptance

The Publisher agrees to the terms in this agreement. By the Author adding their name below they state that they have read and agree to the terms and conditions of this Agreement in the same manner as if they had manually signed the agreement. The Publisher may ask for, and the Author consent to provide, a signed, printed copy of the agreement if required.

The attached schedule of services and our Terms and Conditions form a part of this agreement.

Signed on behalf of the author and the publisher

Chris Day for Filament Publishing Ltd (date)

Signed on behalf of the author (date)

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Terms of Business

Publishing Services

1. 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.
2. If this is not received, by proceeding with the project, or after a period of two weeks, it will be assumed that the author has agreed to the terms in the Author Agreement.
3. 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.
4. After publication of the work, the author agreement can be terminated by either party giving six months' notice in writing of their intention.
5. 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.
6. 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.
7. The cost of licences for the use of library images are not included in the schedule of costs and are charged separately.
8. 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.
9. 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 on the basis of 'actual print cost + 10% of the cover price of each copy' as a contribution to overhead and of managing the supply chain. As a rule of thumb, the cost of book printing is usually around 20% of the cover price.
10. Warehousing for book stock and dispatch costs are not included in the schedule of costs and will be charged at cost.
11. 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.
12. 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.

13. 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.
14. 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

Author Rights

15. The author retains ownership of all the rights to their work.
16. 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.
17. 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.
18. 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.
19. The author confirms that they are the copyright holder and that no rights have already been assigned to other organisations or individuals.
20. 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

21. The author will provide the manuscript in electronic form, preferably as a Microsoft Word document.
22. 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.
23. 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.
24. Any subsequent editorial changes to the original manuscript requested by the author may be subject to additional costs.
25. 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.
26. Payment of all third party licences for library images or other reproduction rights are the responsibility of the author.

Distribution and royalties

27. 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.

28. 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.
29. The title shall be carried in Filament book catalogues, on their website and shopping cart, and in their regular marketing communications.
30. All net book income is shared equally between the author and publisher
31. Book royalties are deemed to be inclusive of VAT if applicable
32. 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.
33. Royalties are paid directly in to the author's own bank account on a four month cycle and are independently audited by our accountants, Marden & Co. Author royalty statements are uploaded to the author's private area on the Author Project Management System.

Website and online facilities

34. Filament Publishing Ltd provide online tools for our authors via our Author Project Management System. This system is provided by a third party supplier.
35. 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.
36. 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.
37. We take your privacy very seriously and will never share your information with anyone without your expressed permission. We hate spam as well!
38. We treat any information you share with us in full commercial confidence

If things go wrong

39. 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 is monitored at regular intervals both in and out of office hours.

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 or by calling 0208 688 2598

This document was updated on 20th March 2015 and remains valid until a further update is issued.