



Tommies Guides Publishing Agreement

THIS AGREEMENT is made this 02 October 2006 between XXXXX of XXXX (the “**Author**”) and Tommies Guides whose registered office is situated at 13 Hunloke Avenue, Eastbourne East Sussex BN22 8UL (the “**Publisher**”).

WHEREAS the Author has written or edited a literary work entitled “XXXXXXX” (the “**Work**”) and the Publisher has consented to publish the Work (the “**Services**”) it is hereby agreed that:

The Author wishes to buy the Services of Tommies Guides from the list attached as Appendix 1 and any other service as may be mutually agreed upon from time to time, in order to publish the Work. The Author will own the copyright to the Work and maintain all rights to it.

Tommies Guides provides the Services to the author who wish to be publish the Work and have it made available to bookshops.

1. The Publisher shall have sole and exclusive right to:
 - a) produce and reproduce the whole or any abridgement of the Work in volume form in the English language in the United Kingdom, and
 - b) sell copies of the Work in all countries of the world.
2. The Publisher shall bear the entire cost of printing after the initial electronic set up of the Work from electronic files or copy, charged to the Author as per the Publisher's current price list (including but not limited to the assignment of an ISBN, generation of a barcode, production and despatch of the copyright library copies, Nielsen BookData registration, distribution on demand via wholesale and retail channels) but excluding the cost of editorial corrections, revisions or any change whatsoever to the Work which the Author may at his discretion carry out after the title has been passed to production (the proof copy being approved by the Author verbally or in writing). The entire cost of such editorial corrections, revisions or changes shall be charged to the Author at the Publisher's current rates.
3. The Publisher:
 - a) may translate the Work into any language with the prior consent of the Author (which consent shall not be unreasonably withheld), and;
 - b) may make such arrangements as it deems necessary for the production and sale of translated copies of the Work in any and all countries of the world, and;
 - c) shall, subject to this clause 3, have the right to act on behalf of the Author in respect of the sale of translation, anthology, digest, quotation, condensation rights and rights of reproduction by mechanical means of whatsoever nature and shall account for and pay to the Author fifty per cent (50 %) of such sums as may be received in respect of the said rights.
 - d) shall bear all costs related to the translation, production and sale of translated copies of the Work undertaken in respect of this clause 3.

4. The Author:
 - a) may, make such arrangements to procure the sale or disposition of such limited rights in the Work, including but not limited to film and merchandise rights, as he considers to be advantageous, provided always that such sale or disposition does not infringe the rights of the Publisher under this Agreement, and;
 - b) shall, in respect of any sale or disposition permitted under this clause 4 account for and pay to the Publisher the cash equivalent of ten percent (10%) of the gross consideration received (whether by way of advance, royalty or otherwise) in respect of such sale or disposition, and;
 - c) shall make available to the Publisher such data as are reasonably necessary to verify the calculation of payments due to the Publisher under this clause 4.
 - d) shall not require the Publisher to bear any cost of whatsoever nature in relation to the Author's exercise of his rights under this clause 4 and shall pay the Publisher an agreed fee in respect of any service the Publisher undertakes to provide in respect of this clause 4.
5. In respect of every copy of the Work reproduced in the English language and sold by the Publisher, the Publisher shall account for and pay to the Author a royalty as described in appendix 2.
6. At least once every 3 calendar months the Publisher will supply the Author with such data as may reasonably be necessary to enable the Author to determine the basis on which royalty payments are calculated.
7. The Publisher shall, upon request from the Author supply to the Author within current production lead times such number of copies of the Work as the Author may request and shall charge the Author the manufacturing cost plus delivery charge as per the Publisher's current price list.
8. The Publisher reserves to itself the right to alter (whether by increase or otherwise) the cover price of any copy of the Work at any time and for whatsoever reason, provided always that the Publisher shall notify the Author of its intention to make such alteration not less than one week in advance of such alteration being implemented.
9. If any difference shall arise between the Author and the Publisher with regards to this Agreement, it shall be resolved as per the Arbitration Act 1996.
10. The Author may terminate this Agreement at any time by serving written notice upon the Publisher at its registered office not less than two calendar months prior to the proposed date of termination.
11. Within the period of six months commencing the date upon which this Agreement is terminated in accordance with clause 10, the Author shall not assign, sell, rent or otherwise dispose of any rights in the Work and shall not procure or cause to be procured any publication of the Work of whatsoever kind.
12. Upon termination under clause 10 of this Agreement the Publisher shall invoice the Author for any work carried out by the Publisher under this Agreement
13. The Publisher may terminate this Agreement at any time by serving written notice upon the Author at the address cited in this agreement not less than two calendar months prior to the proposed date of termination.
14. Upon termination under clause 13 of this Agreement the Author may at his sole discretion purchase the cover and text files from the Publisher at the price of £25.00 per file and may transfer same to another publisher.

15. Notice of termination, and all other notices relating to this agreement shall be given in writing the address for service being:

a. In respect of the Publisher:

Its Registered Office or

Its Publishing Office situated at 13 Hunloke Avenue, Eastbourne
East Sussex BN22 8UL

b. In respect of the Author, the address cited at the head of this Agreement.

16. This Agreement shall lapse in the event of the Publisher going into liquidation or otherwise ceasing trading, in which case the Author may at his sole discretion purchase the cover and text files at the price of £25.00 per file and offer the Work to another publisher.

17. The Author shall agree to indemnify the Publisher and its affiliates from and against any losses, lost profits, damages, liabilities, judgments, awards, decrees, settlements, or expenses (including without limitation, fees and court costs) arising from, connected with, or by reason of any illegal material or act of the Author. All indemnities made by the Author herein shall survive termination of this Agreement.

18. Pursuant to s.1(2)(a) of the Contracts (Rights of Third Parties) Act 1999 the parties intend that no term of this Agreement may be enforced by a Third Party.

19. This Agreement together with the Publisher's standard conditions of trading as may from time to time be in force shall together form the entirety of the agreement between the parties. Where conflict arises between the terms of this Agreement and the Publisher's standard conditions of trading, this Agreement shall prevail. Where construction of this Agreement falls to be decided, this Agreement shall be construed in favour of the Publisher.

Executed as deed by the aforementioned
(enter name)

Signature)
)

Executed as deed on behalf of the aforementioned Tommies Guides by
(enter name)

Signature)
)

Position

This day xxth of XXXX 200X

Cheques / PO's made payable to "Tommies Guides"
Tommies Guides, 13 Hunloke Avenue, Eastbourne,
East Sussex, England BN22 8UL

Tel : +44 (0)845 475 1945 - Fax: +44 (0)870 622 1918

Email: sales@tommiessguides.co.uk - Web: www.tommiessguides.co.uk





Appendix 1. The Services

1. Bronze package (Black & White Paperback)

The Author presents the Work in a form that is ready to publish as directed by Tommies Guides from time to time

Black and white paperback to a maximum of 250 pages. Design of a full cover front and back cover. One round of corrections to any pages and the cover produced by Tommies Guides. Two Proof copies. ISBN. Listing of the book on Tommies Guides' dedicated database. The title made available to all UK bookshops, including online ones for a minimum of three years. Copies lodged with the 5 copyright libraries in London, Leeds, Aberystwyth, Dublin and Edinburgh. Submission of the book in the Google "Read inside a Book" programme. A page dedicated to the book on www.tommiesguides.co.uk. Marketing support. 10 finished copies.

1.a Optional extras (Bronze only)

Editorial styling checking for grammar and spelling.

2. Silver package

All services as per the bronze package plus

Editorial styling checking for grammar and spelling. Book layout and design including graphics and type face. The author can select from the Tommies Guides' templates. Creation of title and copyright pages and a table of contents if applicable. Complete files on CD at completion. Two rounds of corrections. 100 copies of the book.

3. Gold Package

All services as per the bronze and silver packages plus Tommies Guides will provide an editor to work with the author on the manuscript. The rear cover of the book will include a photo of the author. The editor's lead time is advised at the time of commission and depends on the subject matter.

4. Optional Extras

4.a Books over 250 pages charged at Tommies Guides current rates

4.b Case bound (hard cover versions)

4.c Colour inserts

4.d Personalised back cover including the author's photo

4.e Indexing

4.f Author's own domain name and website

4.g Tommies Guides website hosting and management fee (applicable to above if author does not have their own hosting services)

4.h Enhanced marketing programme

4.i Ebook

4.j Large print edition

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Appendix 2

Retail pricing and Royalty Payments to Authors

The RRP and wholesale price and are set by Tommies Guides. Tommies Guides will make all reasonable endeavours to agree these with the author.

Tommies Guides Authors' receive 60% of net revenues from sales via the book trade. Net revenue is calculated by deducting supplier discount, print cost and contribution to the Royal British Legion.

Authors receive 30% of net revenues on any sales through the book trade outside the UK and USA.

Authors receive no royalties on personal purchases.

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