

Spiderwize Publishing Agreement

v1.4.2

This Agreement is made between:

The Author ("AUTHOR") and the Publisher who is Spiderwize of 3rd Floor, 207 Regent Street, London, W1B 3HH, UK ("PUBLISHER")

The background to this Agreement is:

The Author has written the Work which the Publisher shall publish under its [Spiderwize] imprint in the first instance, according to the following terms and conditions.

These are the terms of this Agreement:

Definitions

These definitions apply unless the context requires a different interpretation:

"Author" means [name] of [address] and shall, where the context admits, include his personal representatives and permitted assigns.

"Publisher" means Spiderwize of 3rd Floor, 207 Regent Street, London, W1B 3HH, UK and shall, where the context admits, include the Publisher's assigns or successors in business.

"Work" means the original literary work which the Author has written, comprising not less than 24 pages.

"Term" means the period from the date of this Agreement until the expiry of not less than 45 days' notice of cancellation from the Author.

"Publishing Package" means a package selected by the Author from the Publisher's website, comprising various services which may include formatting, design, editing and publishing of the Work, priced according to the extent of the package selected by the Author. Full details of the Publishing Package are set out on the Publisher's website, and the price payable by the Author is that in force at the time of selection by the Author.

1. Main objective

- 1.1 The Author has selected a Publishing Package in respect of the Work and has paid or agreed to pay according to the price stipulated for such Publishing Package on the Publisher's website at the time of such selection.
- 1.2 The Author undertakes to deliver one copy in electronic form of his completed typescript of the Work to the Publisher ready for formatting and the Publisher shall, subject to the Author complying with the Author's obligations under this Agreement, and unless prevented by war, strikes, lock-outs or any other circumstances beyond the Publisher's control, within [90 days] of receipt of the typescript, as described, publish the Work.
- 1.3 The Publisher shall not be responsible for any accidental loss of or damage to, the Work, including illustrations and other material, by fire or otherwise, while it is in its custody or in the course of production.
- 1.4 The Author undertakes to read and correct the proofs and to return them to the Publisher within twenty eight days of his receiving them, failing which the Publisher may consider them as past for press.

2. Licence to publish

- 2.1 The Author grants to the Publisher the non-exclusive, worldwide licence to print, publish, distribute and sell the Work in print form in the English language throughout the Term.
- 2.2 The Author also grants the Publisher throughout the Term the non-exclusive right to copy and to communicate to the public portions from the Work through the Publisher's website and through its partner websites for the purposes of the marketing of the Work.
- 2.3 The Author grants to the Publisher of the right to use the Author's name, likeness and biography for the purposes of promoting and publishing the Work.

3. Other Rights

- 3.1 All other rights that are not expressly granted to the Publisher are reserved by the Author.

4. Illustrations and other copyright materials

- 4.1 The Author shall, on delivery of the Work, supply at his own cost, to the Publisher all illustrative material necessary for the proper illustration of the Work. All illustrative material shall be in a form suitable for reproduction

and acceptable to the Publisher.

- 4.2 The Author shall also provide the Publisher with suitable suggestions for the front cover of the Work, within one month of the date of this Agreement.
- 4.3 If the Work contains extracts of textual or illustrative material from other copyright works, the Author shall obtain and bear the expense of obtaining written permission to reproduce such extracts in the Work for the purpose of publication under this Agreement and such written permissions shall be submitted with the Work to the Publisher.
- 4.4 The Author is to also inform the Publisher if there are to be any required third party credits to be included in the Work.
- 4.5 Any textual or illustrative material submitted by the Author with the Work shall be returned by the publisher within sixty days following publication of the Work but the Publisher shall not be responsible for any loss of or damage to, such materials when they are in its custody, during production of the Work or in transit.

5. Royalties

The Publisher agrees to pay to the Author the following royalties in respect of the Publisher's sales of the Work during the Term:

- 5.1 on paperback and/or hardback editions for sale Worldwide, Royalty rate to be agreed by Author and Publisher.

6. Royalty exceptions

No royalties shall be payable on copies of the published Work:

- 6.1 presented to any person, including the Author and the press, free of charge;
- 6.2 destroyed in circumstances beyond the Publisher's control;
- 6.3 confiscated by reason of any lawful authority;
- 6.4 purchased by the Author at the Author discount

7. Accounts

The Publisher shall render accounts of sales of the Work as at 31st May and

November 30th in each year and all monies due to the Author shall be paid within three months of each accounting date.

8. Terminate publication by Publisher

Upon giving twenty eight (28) days advance written notice, the Publisher reserves the right, in its sole discretion, to terminate publication of the Work without cause, at which point all rights to the Work immediately revert to the Author. The Publisher also reserves the right to terminate this Agreement and to discontinue publication / sale of the Work at any time, effective upon giving written notice to Author, if, in Publisher's judgment, the Work may subject the Publisher to the risk of litigation or other adverse commercial consequences. If such notice is given prior to publication of the Work by Publisher, the Publisher will reimburse all amounts paid by the Author to the Publisher less any costs that have been involved in editing / formatting / designing the Work, and neither party will have any further obligations to the other except that the Author's representations, warranties and indemnities set forth in Paragraphs 9 and 10 shall survive the termination of this Agreement. The Publisher shall pay to the Author any accrued royalties on sales of the Work within three months after the Work has been discontinued.

9. Author's Warranties

The Author warrants to the Publisher (and its assigns, licensees and successors in business) as follows:

- 9.1 that the Work is an original work;
- 9.2 that the Work is in no way whatever a violation of any existing copyright, that it contains nothing obscene, indecent, libellous or which would, if published, constitute a breach of contract or of any obligation of confidence or right of privacy, or which would infringe any other right of any third party, all the publication of which would for any other reason be unlawful;
- 9.3 that all statements in the Work purporting to be facts are true and that any instructions, recipe or formula contained in the Work will not, if followed accurately, cause injury, illness, harm or damage to the user;
- 9.4 that the Author is the sole author and owner of the worldwide copyright in the Work and has full power to enter into this Agreement and to grant to the Publisher the rights granted by Paragraph 2; and
- 9.5 that the Author is the sole owner of the copyright in any associated cover or interior graphics supplied by the Author to the Publisher for the Work or

the Author has secured written permission to use the graphics in the Work.

10. Author's Indemnities

10.1 The Author will indemnify and keep indemnified the Publisher against any loss or damage (including any legal costs and disbursements paid by the Publisher to compromise or settle any claim) arising from any breach or alleged breach of any of the Author's warranties set out in Paragraph 9.

10.2 The Author acknowledges that the Publisher may alter the Work for the purpose of removing any material which might, in the reasonable opinion of the Publisher, be actionable at law or which might damage the Publisher's reputation or business interests. The Publisher will inform the Author before any such removal.

11. Publisher's right to reject the Work

The Publisher reserves the right, in its sole discretion and within [6] weeks of receipt of the completed typescript not to accept the Work for publication.

In such event the Publisher will give written notice to the Author by email.

12. Indices, tables, graphs, bibliography etc

The Author shall, when submitting the Work, also supply the Publisher with such indices, tables, graphs, bibliography, directory of suppliers and similar material which in the reasonable opinion of the Publisher are required in the Work.

13. Control of publication

13.1 The Publisher shall consult with the Author at least until conclusion of first proof stage, over the content and form of the Work. However, the Publisher shall have entire control over the publication of the Work; including the choice of paper, printing, binding, dust jacket and embellishments and the manner and extent of promotion and advertising.

13.2 The price and terms of sale of the published Work shall be agreed between Author and Publisher.

14. Complimentary copies

On publication of the Work, the Publisher shall send to the Author one

complimentary copy of the edition of the Work. The Author may purchase further copies of the Work at the Author discount price.

15. Publisher Bankruptcy

15.1 If the Publisher goes into bankruptcy, this Agreement will thereupon automatically terminate and all rights will revert back to the Author.

16. Copyright notice and ISBN

16.1 The Publisher shall ensure that every copy of the Work published by them bear with due prominence:

16.1.1 the Universal Copyright Convention copyright notice as follows: "All Rights Reserved. Copyright © [name of Author] 2010 (being the year of first publication)

16.1.2 notice an assertion of the Author's moral right to be identified as the author of the Work, in the form: "The right of [name of Author] to be identified as the author of this work has been asserted in accordance with the Copyright, Designs and Patents Act 1988 sections 77 and 78"

16.2 The Publisher agrees to assign a unique ISBN for each separate edition of the Work.

17. Infringement of copyright

If, during the continuance of this Agreement the Author considers that the copyright in the Work has been infringed, the Publisher shall have no liability to the Author if the Publisher elects, in its sole discretion, not to commence any action. If the Publisher does not bring such an action, the Author may do so at the Author's sole expense.

18. Entire understanding

This Agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between them. Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other term not forming part of this Agreement.

19. Force majeure

- 19.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control.
- 19.2 Each of the parties agrees to give written notice to the other upon becoming aware of being affected by an event of force majeure, such notice to contain details of the circumstances giving rise to it, and shall do all it reasonably can to resume full performance of its obligations under this Agreement as soon as possible.

20. Notices and service

- 20.1 Any notice, consent or other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent by first class pre-paid post, or by electronic means to the other party at the address provided for that type of communication.
- 20.2 Any notice, consent or information given by post shall be deemed to have been given on the second business day after it was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid and posted, and that it has not been returned to the sender, shall be sufficient evidence that it has been duly given.
- 20.3 Any notice or other information sent by electronic means shall be deemed to have been duly sent on the date of transmission, provided that the sender does not receive notice of failure of delivery of such transmission.
- 20.4 Service of any legal proceedings concerning or arising out of this Agreement shall be effected by causing the same to be delivered to the party to be served at his main place of business or its registered office, or to such other address as may from time to time be notified in writing by the party concerned.

21. Miscellaneous matters

- 21.1 In this Agreement, unless the context requires a different interpretation:
- 21.1.1 references to the masculine gender include the feminine and references to the singular includes the plural and vice versa;
 - 21.1.2 the headings in this document are for reference only and shall not affect its interpretation; and
 - 21.1.3 references to a numbered paragraph is a reference to the paragraph bearing the corresponding number in this Agreement.
- 21.2 If any term in this Agreement is at any time held by any court or body of

competent jurisdiction to be void, invalid or unenforceable, it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the applicable law and to prevent it from being void, and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

21.3 The following provisions apply in relation to the production PDF files created by the Publisher pursuant to this Agreement:

21.3.1 The Author is not permitted to use the book proof PDF files that contain the Publisher's imprint, Publisher contact details or ISBN number that was supplied by the Publisher for the purpose of enabling the book of the Work to be printed by any third party printer that is not associated with the Publisher.

21.3.2 If the Author wishes to have a copy of the book production PDF files for the purpose of enabling the book of the Work to be printed by a third party printer that is not associated with the Publisher, the Author will be required to pay to the Publisher a small admin fee, to cover the Publisher's costs of taking out the Publisher's imprint, Publisher contact details and ISBN information from the production files and sending the production files electronically or via post to the Author. The Publisher will not provide any support in respect of such production files supplied to the Author, which will be supplied as is and without any warranty.

22. Dispute resolution

22.1 If either party is of the opinion that the other party to this Agreement is in breach of any material condition or obligation pursuant to this Agreement (including, without limitation, any obligation to pay money), then the parties shall use all reasonable endeavours to resolve the matter to their mutual satisfaction by means of the dispute resolution procedure set out in clauses 22.2 and 22.3 below.

22.2 The parties shall endeavour in good faith to resolve any dispute or claim in relation to this Agreement by means of good faith negotiations, which shall take place directly between the Publisher and the Author. If the dispute is not resolved within 6 weeks from commencement of good faith negotiations, the parties shall endeavour in good faith to resolve the dispute through an alternative dispute resolution procedure carried out in accordance with the recommendations of the Centre for Effective Dispute Resolution ('CEDR'), London, England, and both parties agree to cooperate fully with the CEDR for these purposes.

22.3 All negotiations in relation to the matters in dispute shall be strictly confidential and shall be without prejudice to the rights of the parties in any future legal proceedings. If the parties fail to reach an agreement which finally resolves all matters in dispute within 60 days of having commenced negotiations pursuant to the alternative dispute resolution procedure, or if such negotiations fail to take place, then either party shall be entitled:

22.3.1 to refer the matter to a single arbiter agreed upon by both parties, whose decision shall be final and binding on the parties; or

22.3.2 to seek such legal remedies as may be appropriate.

23. Successors and assigns

23.1 The Author shall not assign his obligations under, nor the benefit of, this Agreement, without the prior written consent of the Publisher.

23.2 The Publisher shall be entitled to assign the benefit of and his obligations under this Agreement to any company or other third-party that acquires the whole or any substantial part of the Publisher's business or undertaking.

23.3 The obligations under this Agreement shall be binding upon the personal representatives and permitted assigns of the Author and upon the assigns and successors in business of the Publisher.

24. Jurisdiction

This Agreement shall be interpreted according to the Laws of Scotland and, subject to Paragraph 22, the parties agree to submit to the exclusive jurisdiction of the Scottish courts.

25. Third Parties

Nothing contained in this Agreement is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any third party.