

TERMS AND CONDITIONS FOR SELF-PUBLISHED AUTHORS

I INTERPRETATION

I.1 In these conditions the following words have the following meanings:

'Author', 'You' and 'Your' means the person(s), firm or company who orders and/or purchases the Services from Us;

'Background IPR' means any copyright and or moral rights You may have to the Work;

'Charges' means the charges agreed in advance for the Services;

'Commencement Date' means the date of commencement of the Services;

'Contract' means the contract for the provision of the Services by Us to You and incorporates these conditions and the information on the Services at Our website www.cambridgepm.co.uk;

'Incidental Charges' means additional charges incurred by You due to change requests received from You;

'Materials' means any materials provided by you to Us for the provision of the Services;

'Order Form' means the form required by Us from You detailing the Services ordered;

'Us', 'We' and 'Company' means Cambridge Publishing Management Limited;

'Services' means one or more of the following services being manuscript evaluation, cover design, text design, copy-editing, page layout, photo scanning, illustration commissioning, proofreading, indexing, ebook conversion and printing;

'Submissions Guidelines' means the guidance notes detailing how You must submit the Work and any Materials to Us;

'Timetable' means the agreed timetable for delivery of the Services or parts thereof, such timetable may be predicated by the timely return of feedback from You when requested; and

'The Work' means the Author's manuscript or text in whatever format it is provided to us whether electronic or hard copy.

2 APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.2 the Contract will be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which You purport to apply under any purchase order, confirmation of order, specification or other document).

2.2 These conditions apply to all the Company's sales of Services to You and any variation to these conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by a director of the Company. Nothing in this condition will exclude or limit the Company's liability for fraudulent misrepresentation.

2.3 You must ensure that the terms of Your order, Order Form and any applicable specification and Materials are complete and accurate.

3 AUTHOR'S OBLIGATIONS AND WARRANTIES

3.1 Submission of the material

3.1.1 You shall at your own expense supply Us with the Work in a format that is compliant with our Submissions Guidelines and all Materials and other necessary information relating to the Work and/or the Services to enable us to provide the Services.

- 3.1.2 You will as soon as possible review electronic proofs of the Work sent by Us and provide such other assistance as We may reasonably request regarding the provision of Services.
- 3.1.3 We reserve the right to discontinue all Services if you are in breach of the above terms and retain a minimum fee of £100 to cover Our administration and set-up costs. Where additional expenses have been incurred by Us related but not limited to *pro rata* design costs we shall at Our sole discretion retain an additional fee representing the amount of those *pro rata* costs. Where Services have been completed in full, we shall not be liable to pay you any refund.
- 3.1.4 When sending original material by post, You will ensure that this is sent Special Delivery. We will not accept responsibility for packages lost or delayed in the postal system or other forms of delivery method.
- 3.1.5 On completion of the Services, we will send You a CD or DVD containing the files of Your Work. You are responsible for keeping these files for future use, as We will not keep a copy of them.

3.2 Intellectual property

- 3.2.1 All Background IPR shall be retained by you.
- 3.2.2 We shall retain the intellectual property created by us during and in connection with the provision of the Services including but not limited to cover artwork, electronic files and the typographical arrangement.
- 3.2.3 You are responsible for the Work being your creation and therefore your right of copyright in the Work. We reserve the right to refuse the production or printing of any material that we deem illegal or libellous.
- 3.2.4 You undertake to indemnify Us from and against all and any losses damages or expenses suffered or incurred by Us arising out of any libellous and or illegal material or infringement of copyright claim.

3.3 Other obligations of the Author

- 3.3.1 Should You choose to order copies of Your own book, You agree to pay in addition to the cost of the books, all applicable shipping and handling fees associated with purchasing copies of the said book.
- 3.3.2 You agree that the content and the quality of the Work is Your sole responsibility.

4 OUR OBLIGATIONS

- 4.1 We shall provide the Services using reasonable care and skill and, as far as reasonably possible, in accordance with your instructions accepted by Us in writing on the Order Form.
- 4.2 We will treat the Work and any Material supplied as confidential and will not discuss any information relating to it with, or show any Work and or Material to, third parties unless they are directly involved in the fulfilment of the Services purchased by You.
- 4.3 We reserve the right not to provide the Services or any part of the Services at any time at Our discretion without any liability notwithstanding that a quotation for the Work has already been given by Us and accepted by You.
- 4.4 We will not provide the Services or any part of the Services until and unless all Materials have been received in an acceptable format as detailed in our Submissions Guidelines.
- 4.5 We may subcontract parts of Our Services to any third party.

5 OUR LIABILITY

- 5.1 We are not responsible for and do not advertise, market or promote the Work. The marketing of the Work is entirely Your responsibility.

- 5.2 We are unable to and will not attempt to influence literary agents' or publishing houses' commissioning decisions, or internet or terrestrial book store buyers' buying decisions, which are made autonomously and subject to their respective company policies and practices.
- 5.3 We provide no guarantee of the level of sales of the Work and shall have no liability for the same.
- 5.4 We do not warrant that Our website www.cambridgepm.co.uk will be constantly uninterrupted or error-free. We agree, however, to use reasonable care to maintain Our website.
- 5.5 We do not give any warranty, guarantee or other undertaking as to the quality, fitness for purpose or otherwise of any of the Work or Material and shall have no liability for the content of the Work or Material.
- 5.6 We shall have no liability to You arising out of or in connection with any act or omission on the part of any third party involved in the provision of the Services. This includes but is not limited to, the services of the book printing company employed for Your Work.
- 5.7 We shall have no liability to You for any loss, damage, costs, expenses or other claims for compensation arising from the provision of Services and/or from the Work or Material which are incomplete, incorrect, inaccurate, illegible, or arising from their late arrival or non-arrival, or any other fault by You.
- 5.8 Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or for any fraudulent misrepresentation.
- 5.8.1 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the amount of the Charges paid by You for the provision of the Services.
- 5.8.2 The Company shall not be liable to the Author for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) or for any other claims (whether caused by Our negligence or Our servants or agents or otherwise) which arise out of or in connection with the Contract.
- 5.9 We shall not be liable to You or be deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any of Our obligations in relation to the Contract, if the delay or failure was due to any cause beyond Our reasonable control. For the avoidance of doubt such delay shall include but shall not be limited to Your delay.
- 5.10 We shall not be responsible for or have any liability for the misplacement, loss or damage to the Work or Materials.

6 CHARGES

- 6.1 Unless otherwise agreed in writing, You shall pay the Charges in consideration for the provision of the Services.
- 6.2 The Charges for Services shall be exclusive of any value added tax where applicable and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts the Author will pay in addition when it is due to pay for the Services.
- 6.3 Any corrections or changes to the Work as requested by You after submission of the Work and the commencement of Services may incur Incidental Charges.
- 6.4 We shall be entitled to recover any Incidental Charges from you provided that We inform you of any such Incidental Charge as soon as reasonably practicable.

- 6.5 We may vary the Charges from time to time.
- 6.6 From time to time, We may run special offers. These offers will specify the period of validity. If a Service is bought as a special offer and the project is not completed within the period specified through no fault of Ours, the Author will have to pay the full fee (without discount).
- 6.7 We reserve the right to withdraw offers at any time.

7 PAYMENT TERMS

- 7.1 Before We begin the Services You must pay to Us in cleared funds 50% of the Charges, an invoice for this will be sent to You for payment at the relevant time.
- 7.2 All outstanding invoices must be paid for in full before any Services will commence.
- 7.3 Payment of our second and any further invoices shall be payable on presentation of the invoice to You.
- 7.4 Time for payment shall be of the essence.
- 7.5 No payment shall be deemed to have been received until the Company has received cleared funds.
- 7.6 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.
- 7.7 The Author shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Author has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Author.
- 7.8 If the Author fails to pay the Company any sum due pursuant to the Contract the Author will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment.

8 TERMINATION OF AGREEMENT

- 8.1 If the Author has not delivered his or her Work and or Materials within 30 days of purchasing the Services, the Contract will automatically be cancelled and no refund will be paid.
- 8.2 If We have had to suspend work on a project for non-payment of an invoice, We will have the right to terminate the Contract without a refund within 30 days of non-payment of an invoice.
- 8.3 Subject always to clause 8.5 below, unless otherwise agreed with Us in writing either party may terminate the Contract at any time by giving no less than 30 days written notice to the other.
- 8.4 In the event that You give notice of termination of Contract, You shall forthwith pay to Us any outstanding Charges and any other sums payable under the Contract pursuant to the provision of Services unless We are in material breach of the Contract in which event You shall not have to pay such outstanding sums.
- 8.5 In the event that You give notice of termination of Contract, after the Commencement Date but before the Services have been completed, We may retain a minimum £100 fee to cover Our administration and setup costs. Where additional expenses have been incurred by Us related but not limited to *pro rata* design costs We shall at Our sole discretion retain an additional fee representing the amount of those *pro rata* costs. Where Services have been completed in full, We shall not be liable to pay You any refund.

9 PRINTING

- 9.1 The printer will endeavour to print the exact quantity ordered. However, You accept that a variation of +/- 5% is considered acceptable. You will be charged for the quantity printed.

10 PROMOTIONAL

10.1 You will allow Us to use Your book and name to promote ourselves (reproduction of cover on Our website, promotional adverts, press articles, etc) free of charge.

11 DATA PROTECTION ACT

11.1 We shall comply at all times with the Data Protection Act 1998, (the 'DPA'), any regulations made under the DPA, all relevant guidelines and guidance notes issued from time to time.

12 FORCE MAJEURE CLOSE

12.1 The Company reserves the right to defer the date of delivery, amend the Timetable, cancel the Contract or reduce the volume of the Services ordered by the Author (without liability to the Author) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 180 days, the Author shall be entitled to give notice in writing to the Company to terminate the Contract.

13 INSURANCE AND RISK

13.1 Unless otherwise agreed to the contrary, all Work and Materials shall be at Your sole risk and You shall at Your own expense effect and maintain such policy or policies of insurance as may be necessary to cover loss or damage to the Work or Materials.

14 GOOD FAITH

14.1 Both parties shall act in good faith at all times and shall use their reasonable endeavours to work together to resolve all issues and disputes relating to Services before seeking any other remedy.

15 CONFLICT OF TERMS

15.1 Except as otherwise expressly provided in these conditions, in the event of any conflict between any of the other documents, these conditions shall take precedence.

16 GENERAL

16.1 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

16.2 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

16.3 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

16.4 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

16.5 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.