

Assisted Publishing

David and Charles

V1.2

Assisted Publishing with David and Charles

This offer allows authors to self-publish books and take advantage of David and Charles global distribution, using a print on demand led business model. The key features are:

- Sell books to the UK and international book trade through the David and Charles infrastructure, including UK GBS (Penguin Random House) Distribution and US Ingram Two Rivers distribution.
- Reach specialist buyers in mass market retailers.
- Sell international rights to books.
- Order short run print volumes for direct sales at shows and events.
- Opt in and out by territory and feature.
- Transparent financial model.
- Receive royalty payments quarterly (from mid 2020, current royalties payment schedule will be twice yearly).

To enable this offer, David and Charles is able to act in two capacities:

- 1) As a distributor of your books.
- 2) As a licensor of rights to be able to sub-licence to foreign language publishers

Authors will be approved to the initiative, but David and Charles will bear no responsibility to review, comment or enhance new books. In general terms, this model is not appropriate for first time authors with no experience of the publishing process.

What this is:

- Sales and distribution of self published books to the UK, USA and international markets.
- License of books for the sole purpose of being able to sub-licence to foreign language publishers
- A share in monies received financial model
- Access to David and Charles global sales channels
- Print on demand, with options for sizing and extent
- Transparent financials and terms
- A requirement for the author to comply with provided information, file specifications and title information
- An opportunity for author books to be presented to multiple retail buyers.

What this is not:

- Commissioning by David and Charles to publish under any David and Charles imprint. Books will publish under the author's ISBN and imprint and all content is entirely the responsibility of the author.
- A guarantee of any sales.
- A customised product. The model requires a level of standard sizing and production specification.
- Editorial or design advice on a title level, no proofreading etc.
- Any offer of advance or royalty model.

Your Choices

Your choices to opt in and out of the program are as follows:

1. UK printing and distribution: Sales based on GBP RRP
2. US printing and distribution: Sales based on USD RRP
3. Rest of world printing distribution (Specifically Australia, France, Germany, Italy, Spain, Brazil, Poland, Russia, China, India, South Korea): Sales based on USD RRP. This option cannot be provided without at least option (1) or (2)
4. International rights sale for foreign language publishing: Based off our standard rights contract (see appendix 1). This option cannot be provided without at least option (1) or (2)

Financial Terms

David and Charles will pay the author:

1. A 50% share of profits on copies sold in the UK, USA and Rest of World.
Where profit is calculated as:
[Book price] less 55% trade discount, less [print cost], less 18% sales and distribution fee. (The distribution fee being calculated on the [book price] less trade discount).
2. A 30% share of profits from 'special sales' (see below).
3. A 50% share of profits from a third party license. Profits being the income from any license, less a £50 administration fee plus any costs associated with fulfilling license requirements.

Special Sales: Special sales are any opportunity to sell volume copies of the book outside of the standard book trade ordering such as a large single order that may be at a different discount rate to standard terms (typically 1,000 copies+). Any special sale opportunity would be agreed with the author prior to approval.

David and Charles will:

- Report sales of the works on a quarterly basis, within 30 days of calendar quarter end
- Remit sales to the authors bank account quarterly, within 120 days of quarter end
- Provide a pricing table for authors to order copies of the work in multiples of 50.
- Retire any content as requested by the author within 30 days of that request after a minimum 6 month period of on sale. Note that David and Charles cannot be responsible for any third party distribution or retail channel that does not comply with this in a timely fashion

Enrolment in the program

To enrol in the program you will need to complete a title submission form.

Once received, we will review the form and provide you with a contract for signature (see appendix of this document for a blank contract).

When we have a completed and signed contract returned by you, we will send you an email link to pay the £250 (plus VAT) enrolment administration fee.

Once payment is received, we will contact you for the submission of files.

Note on pricing: David and Charles reserve the right to reject a title, or propose an amendment to the price of any book, to ensure reasonable profitability on all sales.

Production and Format Submission

Books are printed to order in paperback on 70gsm paper stock using Ingram Lightning Source standard colour terms. Available sizes are set out below.

Files must be submitted in line with Ingram file specifications as laid out here:

https://myaccount.lightningsource.com/ops/files/pod/LSI_FileCreationGuide.pdf

Cover files must follow the Ingram file specification. A template can be created here:

<https://myaccount.lightningsource.com/Portal/Tools/CoverTemplateGenerator>

Sizes available:

152 x 102 mm	203 x 203 mm	246 x 189 mm
165 x 165 mm	210 x 140 mm	254 x 178 mm
178 x 102 mm	210 x 148 mm	254 x 203 mm
178 x 108 mm	216 x 140 mm	260 x 168 mm
178 x 111 mm	216 x 216 mm	273 x 210 mm
178 x 127 mm	229 x 152 mm	276 x 203 mm
190 x 120 mm	229 x 216 mm	280 x 210 mm
198 x 129 mm	234 x 156 mm	280 x 216 mm
203 x 127 mm	235 x 191 mm	297 x 210 mm
203 x 133 mm	244 x 170 mm	

A digital proof will be provided for approval once files are submitted.

Attached to this document is the template blank agreement document that would be populated from each book submission, including the terms and conditions for the assisted publishing model.

PLEASE NOTE: There is a charge for replacing files that do not comply with the required production specification, which we pass on at a cost of £100 each time there is an amend to the files.

Completing the application form and information about your book

The online application form must be completed for all new books submitted for assisted publishing. The form serves two purposes:

1. It provides the information we need to create a contract for the book and to set-up the book on our systems.
2. It provides the detail about your book and you, the author, for both customers and retail buyers to understand the book.

The quality and detail of the information provided will be an important part of improving book sales.

Personal details (Email address, postal address, your name)	These are required for us to create the contract with you for the book. Your name as provided in this field will be how you appear as the Author of the book in our data fields
Title of Book	Required field.
Sub-title of Book	Optional field.
13 Digit ISBN	Required field. Must be 13 numeric digits. Books submitted to assisted publishing must have an ISBN. An ISBN can be purchased through Nielsen at https://www.nielsenisbnstore.com/
Imprint Name	Required field. Imprint name must match the Imprint used when you purchased your ISBN.
Trim Size	Required field. Books must match one of our approved trim sizes. We understand that existing books being submitted may need resizing to match one of these approved sizes. If you have not yet resized your artwork, you should select the size that you intend to resize the book too for submission.
Number of Pages	Required field. Please enter the number of internal pages of your book (excluding the 4 page cover)
Pricing in GBP	Required field. Please enter your price in GBP. Titles must be priced at a minimum of £9.99.
Service Choices	Required field. Please enter which one of the assisted publishing service choices you wish to take advantage of. You can choose from UK print, sales and distribution; US print, sales and distribution; Rest of World print, sales and distribution and International Rights sales. Please note that International Rights sales cannot be selected without choosing either or both of UK and US distribution.
Main Description	Required field. The Main Description is the description of your book that will appear on most

	<p>online retailers and will appear in the data feeds for book buyers and rights agents to understand the book.</p> <p>You should take the time to craft and write your description. Think about a compelling first paragraph that sells the book well.</p> <p>The Main Description does not have a limit but best practice is to write up to 600 characters, including spaces.</p>
Short Description	<p>The Short Description is used by some online retailers and systems in place of the Main Description. It may be that the first paragraph of your Main Description can serve as your Short Description.</p> <p>The Short Description should be no more than 350 characters, including spaces</p>
Table of Contents	<p>Optional field. Enter your table of contents with a comma separating each item. Providing contents helps customers understand what the content of your book is.</p>
Unique Selling Points for Sales People	<p>Optional field. This field is not seen by customers or readers but can be a useful way to help sales people understand the opportunity with your book. Think about the key benefits they might get across when pitching the book to a retail or rights buyer.</p> <p>We find 3 succinct bullet points is the clearest way of communicating this.</p>
Your Biography	<p>Optional field. Provide a short biography of yourself and why you are qualified as the author of this book. This is another field that can be visible to customers online and can help encourage them to buy your book.</p>
Rights Available	<p>Required field. Your options are:</p> <ul style="list-style-type: none"> ● Worldwide Rights (all languages, all territories) ● Worldwide English Language Rights ● UK English Language Rights ● US English Language Rights ● Other Rights status <p>It is your responsibility to ensure you have the appropriate rights to the book and you have cleared any rights from 3rd parties (such as photography or illustrations used).</p>
BIC / Thema Code	<p>Required field. BIC and THEMA are industry standard codes for classifying books. They help online retailers and buyers categorise books. We have provided a drop-down of categories for you to choose from.</p>

Appendix

1. Assisted Publishing with David and Charles: Agreement

This agreement is between: David and Charles Ltd, Registered address: Woodwater House, Pynes Hill, Exeter EX2 5WR. and	
[author] (The Author)	
Date (of agreement)	
Title of work	
ISBN	
Trim size (to match provided trim size options)	
Number of pages	
GBP RRP	

Note: Additional title information in Appendix A needs to be completed as part of this agreement

2. Service Choices: Distribution

2.1 UK printing and distribution: Sales based off GBP RRP	Yes / No
2.2 US printing and distribution: Sales based off USD RRP	Yes / No
2.3 Rest of World printing distribution (specifically Australia, France, Germany, Italy, Spain, Brazil, Poland, Russia, China, India, South Korea): Sales based of USD RRP. This option cannot be provided without at least UK or US distribution being selected.	Yes / No

3. Service choices: Licensing

International rights sale for foreign language publishing: This option cannot be provided without at least UK or US distribution being selected.	<i>Yes / No</i>
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4. Financial expectations (distribution)

Standard distribution anticipated financial terms		
	£ GBP	\$ USD
RRP		
Author compensation per copy sold		
Price for author per 50 copies print and shipped to one UK address		

Note: Receipts and compensation figures are a guide and the final number is subject to change as a result of specific market needs (shipping to customer, additional sales costs) and/or currency fluctuation.

5. Approval of agreement, including agreement to Terms and Conditions set out overleaf

Author name:	On behalf of David and Charles Ltd:
Signature	Signature
Name:	Name

Terms and Conditions

The Author appoints David and Charles (The Distributor) as its non-exclusive distributor to distribute the work as per the territory options selected.

The Distributor will make the work available to the book trade through print on demand in the approved distribution territories. This will be achieved by providing the files and metadata for the works to third party print on demand companies at the discretion of David and Charles.

The Distributor will not:

- Proofread or check the works for accuracy.
- Be responsible for the presentation of the works.
- Be responsible for determining the pricing, merchandising or sales methods of third party distributors.
- Guarantee the acceptance of the works by any third party distributor or retailer.
- Guarantee any level of sales.

The Author will:

- Provide the files and metadata in accordance with provided standards and production specifications.
- Be entirely responsible for the content of the work.
- Not change the title, author name, trim size, extent or price once the works have been approved and published.
- Handle any customer service or reader query, or any feedback or query relating to the content in a timely fashion
- The Author warrants to The Distributor that he/she owns the rights to all content or has written permission from copyright owners where they don't own copyright. That he/she has full power to make this agreement, that the Work is in no way whatever an infringement of any existing copyright or licence; That the Work contains nothing of a libelous, scandalous, obscene or blasphemous character; That any recipes or formulae or instructions contained in the Work are not injurious to the user. The Author shall indemnify and keep indemnified The Distributor, and any party whom The Distributor indemnifies in the ordinary course of their business,

against any loss, injury or damage occasioned to The Distributor and the other parties so indemnified in consequence of any breach of this warranty or arising out of any claim alleging that the Work constitutes in any way a breach of this warranty. The indemnification shall extend to any legal costs or expenses and any compensation costs and disbursements paid by The Distributor and the other parties so indemnified to compromise or settle any claim.

The Distributor reserves the right to approve authors and individual works to participate in this program. Approval will be at the sole discretion of The Distributor and will be based on demonstrated editorial and design quality of the works.

Financials

The Distributor shall pay The Author:

- € A 50% share of profits on copies sold in the UK, USA and Rest of World. Where profit is calculated as: [Book price] less 45% trade discount, less [print cost], less 18% sales and distribution fee.
- € A 30% share of profits from 'special sales' (see below).
- € A 50% share of profits from a third party license. Profits being the income from any license, less a £50 administration fee plus any costs associated with fulfilling license requirements.
- € Exact receipts may vary based on changes to shipping costs, currency conversion, required discount or other circumstances in the course of normal distribution.
- € The Author shall pay a £250 (plus VAT) set up fee for each title.
- € In the event that title files need to be replaced due to errors in the files, there will be a charge of £100 on each occasion files are replaced.

The Distributor will:

- Report sales of the works on a quarterly basis, within 30 days of quarter month end
- Remit sales to The Authors bank account quarterly, within 120 days of calendar quarter end
- Remit sales in GBP
- Provide a price per copy in section 4 for The Author to order printed copies of the work in multiples of 50 copies
- Retire any content as requested by The Author within 30 days of that request after a minimum 6 month period of on sale. Note that David and Charles cannot be responsible for any third party distribution or retail channel that does not comply with this in a timely fashion.

Author compensation provided in section 4 is provided as a guide and is not a guaranteed compensation per title. Factors such as exchange rate, local sales and marketing practice and discount terms can alter the final compensation figure.

The Sterling price will be used to calculate currency prices using the exchange rate at the time. Pricing for markets outside of the UK is set from the USD retail price as confirmed in section 4. David and Charles reserve the right to reject a title, or propose an amendment to the price of any book, to ensure reasonable profitability on all sales.

Author Printed Copies

The Author may order from The Distributor printed copies of the work in multiples of 50 at the price per copy provided in Section 4. Copies ordered in this way:

- Must be paid in advance by The Author. The Distributor will provide The Author with an invoice for payment.
- Will incur an additional cost of shipping, quoted at the time of order based on size of order and delivery address.
- Copies ordered in this way are not entitled to royalty terms and are simply sold at the unit price as stated in Section 4.

Additional Terms and Conditions: Licensing

If selected in option 3 above, The Distributor will present the content to foreign language media partners as potential licensors of the content. The Distributor will communicate with The Author any interest in licensing content and proposed terms, to which The Author will have right of refusal or comment.

In the event of the agreement of the license deal, The Distributor will ask The Author to agree a license of the work to David and Charles for the sole purpose of sub-licensing to the foreign language partner.

The Distributor will pay The Author for any license granted:

- € A 50% share of profits from a third party license. Profits being the income from any license, less a £50 administration fee plus any costs associated with fulfilling license requirements.

Arbitration

This Agreement is subject to English Law and the parties to the Agreement submit and agree to the jurisdiction of the English courts.

Data Protection

The Author provides consent to The Distributor to use any personal data provided by The Author in connection with the distribution and licensing of the work. Specifically, but not limited to:

- Use of The Author's personal data by internal staff and, where required, third parties in connection with the process of creating the Work.
- Use of The Author's personal data by sales and marketing personnel including, where appropriate, liaison with third parties to develop sales and marketing opportunities. For example, liaison with booksellers, websites or other media partners to develop opportunities to promote the work.
- Retention of The Author's personal and financial data on The Distributor's business systems for the purposes of paying royalties as required by the contract terms