



Publishing Agreement

made between

Revelation Consulting Ltd trading as CGW Publishing

and

Author

For and on behalf of the Publisher:

Christopher Greenaway

For and on behalf of the Author:

Author

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27<sup>th</sup> September 2011

Contract reference:

CGWxxx97819082931nn

'Title'

## 1 General

- 1.1 In these terms and conditions (“the Conditions”) and in all contracts to which these Conditions apply the following words and expressions shall have the following meanings:
- 1.1.1 “Publishing Agreement” means this Contract and the Contract Details;
- 1.1.2 “the Author” means the person or company named in the Contract Details for whom the Publisher has agreed to provide the Professional Services in accordance with these Conditions;
- 1.1.3 “the Publisher” means CGW Publishing, a trading name of Revelation Consulting Limited. Registered in England and Wales, number 6984624. Registered office: Innovation House, South Church Enterprise Park, Bishop Auckland, Co Durham, DL14 6XB, UK. Postal address: CGW Publishing, B1502, PO Box 15113, Birmingham, B2 2NJ, UK;
- 1.1.4 “the Printer” means the company selected by the Publisher for printing of books or other products covered by this Publishing Agreement;
- 1.1.5 “Affiliates” means owners, shareholders, officers, directors, employees, parents, subsidiaries, affiliated companies, licensees, distributors, wholesalers, retailers, suppliers, advertisers, marketers, publishers, printers, consultants, newspaper and magazine publishers, Internet service providers, lawyers, and accountants and any other person or entity to whom the Publisher extends its license or warranties to in connection with the production, dissemination, transmission, promotion, publication, or distribution of the Work or the exercise of any rights therein or derived there from;
- 1.1.6 “Work” means the original manuscript, audio recording, video recording or other intellectual property whose copyright is owned by the Author;
- 1.1.7 “Title” means the physical book, containing the Author’s Work, published by the Publisher.
- 1.1.8 “Contract Details” means the section of this Publishing Agreement detailing inter alia the Author and the Services to which these Conditions apply.
- 1.1.9 “Services” means the services provided by the Publisher for the purpose of creating a Title from the Author’s original Work and then offering that Title for sale through retailers.
- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.3 References to the singular shall be deemed where appropriate to include the plural and references to the masculine gender where appropriate shall be deemed to include the female gender.
- 1.4 These Conditions (together with the terms set out in the Contract Details in respect of each Publishing Agreement) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. For the avoidance of doubt no representation or statement made by the Publisher prior to the date of a Publishing Agreement shall be binding on the Publisher.
- 1.5 The Publishing Agreement is considered legal and binding in all countries. If there should be any legal dispute, the laws of the United Kingdom shall apply.

## 2 Warranties

- 2.1 The Author hereby represents and warrants to the Publisher that:
- 2.1.1 The Work is free and clear of any counts of libel, plagiarism, breach of privacy, breach of copyright or misrepresentation of facts.
- 2.1.2 The Work does not infringe upon any copyright or proprietary right, common law or statutory law, and does not contain any material of libellous nature.
- 2.1.3 The Work is not in the public domain and the Author is the sole owner and copyright holder of the work with full power to enter into this Publishing Agreement.
- 2.1.4 If the Work has been previously published in whole or part, the Author currently holds all copyrights

to the Work and is legally permitted to enter into this agreement.

2.1.5 The Author releases Publisher from any responsibilities relating to any legal actions incurred by the contents of the Work or the Author.

2.1.6 The representations contained herein are true on the date of the signing of this Publishing Agreement.

### 3 Grantor of Rights

3.1 The Author, on behalf of himself/herself and his/her heirs, executors, administrators, successors and assignees, agrees to grant the Publisher exclusive rights to produce, publish and sell the Work in print and electronic formats, including email, download, ebook, audio book, or any other digital format known or to be invented.

### 4 Term of Contract

4.1 Rights will be exclusive for three years commencing on the date that this Publishing Agreement is signed by Author and Publisher. After such time, the Contract can continue if all parties agree.

4.2 The Publishing Agreement may be terminated after one year by either the author or the publisher with a 90-day written, certified mail notice or other receipted delivery service, and all rights granted the publisher will revert to author at the time of such termination.

4.3 Upon breach of contract, the Publishing Agreement may be terminated by either party with a 30-day written notice. Notification of breach and intention to terminate the Publishing Agreement is to be delivered by certified mail or other receipted delivery service. If breaching party corrects breach within 30 days, the Publishing Agreement shall continue to remain in place until its natural expiration. Upon expiration of the contract term, all rights granted the Publisher will revert back to author.

4.4 During the term of the contract, the Work will not be said to be out of print.

### 5 Assignment

5.1 The Publisher may at any time sell itself, or the majority of itself, its holdings, or licenses. Current contracts would transfer to the new owner.

5.2 If the Publisher is legally judged bankrupt or liquidates its business, this Publishing Agreement shall be terminated effectively and all rights granted to "Atlantic Bridge Publishing" shall be terminated.

### 6 Entire Agreement

6.1 This Publishing Agreement hereby constitutes the entire agreement between Author and Publisher and supersedes all previous agreements regarding the Work, whether oral or in writing. Modification of this contract may only occur in writing, signed by both parties.

### 7 Contract Details

7.1 Description of Service provided

7.1.1 The Author wishes the Publisher to publish the Author's Work.

7.1.2 The Publisher's will turn the Author's Work into a published book (the Title).

7.1.3 The Publisher will obtain appropriate ISBNs for the Work under the name of CGW Publishing.

7.1.4 The Publisher will make the Work available for sale through any retailer via the ISBN system.

7.1.5 The Publisher will maintain the ISBN records so that the Title is always available and up to date.

7.2 Publisher

7.2.1 CGW Publishing, a trading name of Revelation Consulting Ltd

- 7.3 Imprint
- 7.3.1 CGW
- 7.4 Author
- 7.4.1 Author (pen name TBA)
- 7.5 Title
- 7.5.1 Title
- 7.6 ISBN
- 7.6.1 978-1-9082931-n-n
- 7.7 Format
- 7.7.1 Printed: Perfect bound
  - Full colour cover
  - Creme paper inner
  - Black text
  - 5.5" x 8.5" (127mm x 203mm)
  - 200pp (estimated)
  - 39,849 words
- 7.7.2 Electronic: ebook in various file formats for different reading platforms
- 7.8 Cover price
- 7.8.1 \$10.95
- 7.8.2 £7.99
- 7.9 Printer
- 7.9.1 The book will be printed and distributed by Lightning Source.
- 7.9.2 Lightning Source print in the UK, USA, Europe and Australia for distribution to different territories.
- 7.9.3 CGW Publishing reserves the right to change suppliers if necessary.
- 7.10 License Scope
- 7.10.1 Exclusive
- 7.11 Territory
- 7.11.1 Worldwide
- 7.12 Languages
- 7.12.1 All languages
- 7.13 Distribution
- 7.13.1 Printer to supply direct to wholesale and retail for worldwide distribution.

- 7.13.2 Copies available to Author for direct sale and distribution.
- 7.14 Royalties and Author Charges
  - 7.14.1 The Publisher will pay the Author a royalty of 20% of the cover price of the Title.
  - 7.14.2 Royalty payments will be made monthly at the end of each calendar month.
  - 7.14.3 The Author may order copies of the Title at 50% of the cover price plus any shipping charges.
  - 7.14.4 If the Author wishes to make changes to the Title following acceptance of a proof copy, the Publisher may charge the Printer's revision fees on to the Author by prior agreement.
  - 7.14.5 No other charges will be due from the Author for the Publishing of the Work.
- 7.15 Reporting:
  - 7.15.1 Sales reports will be provided to the Author at the end of every month for Publisher Sales
  - 7.15.2 Sales reports will commence at the end of the first month that Publisher Sales occur.
  - 7.15.3 No sales reports will be provided for Author Sales.
- 8 Special terms
  - 8.1 None