



THE BOOK CHIEF®

IGNITE YOUR WRITING

Publishing Terms of Use

Updated – 5th October 2022

1. Our website

www.thebookchief.com

Use of this website provided by *The Book Chief* ("Us") by your business, officers and employees, ("You") and any service contained within constitutes acceptance of these Terms & Conditions. If you do not agree with all or any of these terms, please do not sign up for the services on offer.

2. Customer Use

2.1 You should always check the contact information you provide is correct before creating a customer account or proceeding to payment.

2.2 Our website is only intended for use by adults, as defined as those aged 18 or over and who have sufficient capacity to enter into a binding agreement.

3. Account Integrity

3.1 It is your responsibility to ensure that the information you provide is accurate and not misleading. You cannot create or use the names and information of another person or use words that are the trademarks or the property of another party or vulgar, obscene or in any other way inappropriate.

3.2 Certain topics and businesses are not eligible to participate in the Services. These include businesses and topics that discuss the following types of transactions:

- Tobacco, e-cigarette sales, or related items
- Weapons and munitions
- Sexually-oriented or pornographic products or services
- Marijuana dispensaries and related businesses
- Door-to-door sales
- Age restricted products or services
- Bail Bonds
- Bankruptcy lawyers
- Check cashing, wire transfers or money orders
- Counterfeit products
- Firms selling business opportunities, investment opportunities, mortgage consulting or reduction, credit counselling, repair or protection, or real estate purchases with no money down
- Gambling
- Illegal products or services
- Any product or service that infringes upon the copyright, trademark, or trade secrets of a third party



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4. Product & Service Pricing

4.1 We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product or service is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any overpayment made by you (as applicable).

4.2 We reserve the right to alter all product and service pricing without notice. However, every attempt will be made to inform you of any price changes prior to your next renewal date.

5. Your Order

5.1 When signed-up you will receive a confirmation email within 48 hours. Your order constitutes an offer made to us to purchase a product or service.

5.2 Your offer is only accepted once you have received your email confirming receipt of your payment either from Stripe or from the Publisher.

5.3 Product or service items not included within your account email are not included in the order and contract between you and us.

5.4 We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

5.5 If we are unable to reasonably ascertain these details or resolve these issues a full refund will be made less the Stripe fee if that is how payment was made. No other form of refund or credit will be offered nor will a refund be made to any third-party card or account.

6. Cooling-Off Period

6.1 You will have a 14 day cooling-off period after the Publishing Agreement is signed. During this time, The Book Chief will not perform any tasks related to your order. If you choose to cancel your order within this time, please do so by email to sharon@thebookchief.com. Your order is considered cancelled once you have received an email confirming this.

6.2 Once the 14-day cooling off period is complete, you will be contacted by the Publisher regarding payment. Payment should be made not before the 14th day and not after the 20th day after the publishing agreement is signed. By signing the agreement, you agree to make payment either in part or in full at this time and agree to be bound the terms of signing this agreement. Any other agreement is at the discretion of the Publisher. You can waive the 14-day cooling off period if you wish work to start straight away on your book. The 14-day period is outwith the 'express package' period so it will constitute 3 months plus two weeks unless it is waived.

6.3 If you have signed up to the monthly payment plan through Stripe, your fixed payments will be on an automatic monthly renewal process unless you pause your order prior to the expiry date. If you are based in the UK we would ask that you pay by BACS which cancels the 5% charge for third party fees. You would be required to set up a standing order for each payment to be paid the same day of each month for the amount of time required for your package.



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7. Cancellation Rights and Refunds

7.1 You can cancel your order at any time by emailing us at sharon@thebookchief.com. All services will stop from the point of cancellation.

7.2 Refunds will not be given up to the point you cancel outside of the 14-day cooling off period as research, information, consultation advice and any other work will have been completed by The Book Chief or associated companies, on your behalf.

7.3 If you choose to pause your order, both payments and work will stop on your publication. Please ensure you allow 7 days prior to your next payment coming out.

7.4 If pausing your payment, you will have a maximum time limit of 6 months to then start the repayments again as all books should be published within a 12 month period between signing the agreement and publishing on Amazon.

7.5 In the case of a defective service we reserve the right to offer an additional free period of service or issue a partial or full refund at our sole discretion.

7.6 Where a refund is offered and accepted by you it will be made within seven working days of receiving your acceptance of a refund.

8. Your Obligations

The Author guarantees that he or she has copyright to the Book, manuscript, work of art or other document by virtue of being the creator and/or having license from the copyright owner and will retain copyright to the Book for its lifetime if they provide these. The Author agrees to engage the Publisher to provide the Publishing Services for self-published authors. This Publishing Service makes the Book available for retail online sales to the public through Amazon. The Book Chief is not responsible for marketing or advertising the book unless these services are agreed beforehand through The Book Chief partners. The Book Chief will moderately promote the Author through their own channels.

8.1 The Author agrees:

- To provide the Publisher with an electronic file in Microsoft Word of the Book text plus any photographs in a PNG high resolution format that may be included in the book. These must be sent separately to the word document.
- To provide the Publisher with clear formatting or layout instructions (guidance will be provided) or to allow the Publisher's typesetters to use their best judgement. Please note Amazon layouts are set within certain parameters that must be adhered to.
- To provide the Publisher with scan-ready original artwork or a royalty free image for the Author's book cover. Advice can be given on which are the best royalty free sites to use.
- To either send approval of the proofs or request amendments. If the Author wishes to change or alter any of the text or photographs that have previously been submitted as "final copy" to the Publisher the Author agrees to pay the Publisher to execute those changes at a rate of £75.00 per hour with a minimum charge of £75.00.
- To determine a retail price for the Author's book.
- To provide the Publisher with a book description that can be used on the back cover of the book at the same time as providing the Publisher with the text of the book and any dedications etc. that the Author wishes to be included within the Book.



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- To allow the Publisher to distribute sample copies of the Book free of charge and free of royalties as the Publisher deems necessary, providing this is at no cost to the Author.
- To assume any and all liability for the complete content of the Book and to hold the Publisher harmless from any liability arising from the content provided by the Author.
- That all the material the Author has provided in the book is lawfully owned by the Author. Where any non-original text is included in the Book, the Author agrees that they have either received the originator's permission to use this or the originator and publication have been properly credited and/or referenced. For any copyrighted artwork or photographs included in the Book, the Author agrees they have permission from the copyright holder to use such (outside of The Book Chief Partners).
- That the original book will not be published through another publisher.
- That all copyrighted images within the book that have been designed by The Book Chief's associated partners will not be distributed to another publisher outside of The Book Chief unless consent is given by The Book Chief.

8.2 As a user you agree not to do any of the following:

8.2.2 Publish or seek to distribute any material or information that is unlawful, harmful, obscene, indecent, libellous, profane, defamatory, racist, or in any other way inappropriate or objectionable.

8.2.3 Encourage illegal activity or activity that violates the rights of other users or third parties, whether individuals or organisations.

8.2.4 Supply content calculated to deliberately mislead other users or third parties, including content falsely made to appear from or be endorsed by us.

8.2.5 To pose as another user, third party or organisation or one of our employees for the purposes of obtaining user or third party information.

8.2.6 To use the completed edited or illustrated book to send to another publisher for any kind of distribution or to change the Publisher name on Amazon of the original work or to remove the Publisher Logo from the original cover artwork.

The above list is not intended to be exhaustive.

8.3 Authors and readers / buyers should work directly together regarding any disputes or issues related to any purchases made through the website links. The Book Chief is not responsible nor has any obligation to mediate or otherwise intercede in any such disputes.

8.4 The Book Chief may forward to you any complaints it receives about you, but is not obligated to do this.

8.5 As an Author, you agree that you are solely responsible for the content and performance of your books published through The Book Chief Publishing House. As a writer or as a user, you agree that The Book Chief has no liability or obligation to you regarding the quality of any your content, performance or non-performance of a book.

8.6 If you breach these Terms and Conditions by sending any unsolicited bulk email, (spam) or any other bulk communications to users your actions will cause harm to us and our website. Such harm is difficult to quantify and as such you agree to pay us the sum of £50 for each and every individual email or other communication sent to a user or third party.



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9. Our Obligations to You

The Book Chief will provide such other publishing services as may be required by the Author at a mutually agreed price (packages) and agrees to perform the following tasks as standard:

- Provide you with a point of contact to publishing of your book.
- Regular communication to keep you in the loop.
- 100% ownership of your royalties.
- Advice on how to create a book title that sells.
- Advice on how to avoid violating Trademarks.
- Book layout advice.
- Advice on how you can reorder your book at wholesale price.
- Guide on setting up your KDP Account.
- Guide on setting up your Tax details on KDP.
- Kindle digital upload (if option chosen)
- Worldwide distribution on Amazon.
- Full production of your book.
- ISBN number options
- Industry standard content page information.
- Book cover design (if required).
- Professional Typesetting and Formatting.
- Professional Editing and Proofreading.
- Additional services through third party suppliers if required.

9.1 The Publisher will not begin typesetting the Author's book until **ALL internal text** materials have been submitted by the Author, unless an agreement has been made otherwise with the Publisher.

9.2 The Publisher will typeset and format the Author's book in a professional, industry-standard layout – unless otherwise instructed by the Author.

9.3 Page numbers will be placed bottom centre of the Book unless otherwise instructed by the Author.

9.4 Any images supplied to the Publisher by the Author should be of print quality i.e. PNG and high resolution. The Publisher will layout the interior with the images using placement instructions supplied by the Author. It is the Author's responsibility to ensure these images are of good quality and do not breach copyright regulations.

9.5 After the final proof is received, the Author can submit amendments but there **WILL** be an extra charge of £75 per hour (minimum charge of £75). This cost will be confirmed with the Author before the Publisher proceeds.

9.6 Please address all emails with your name and book title in the subject line when corresponding with the Publisher's design team.

9.7 The Author must supply a **description** of their book (of 100 words or less) for submission to online retailers and wholesalers.



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9.8 Post-publication amendments. Once the book is published, amendments are possible; however, there are charges involved. To avoid these, the Publisher recommends that the Author orders a pre-publication sample book from Amazon. Please contact us for further information.

10. Content Ownership

10.1 As a user you retain all ownership rights to content provided by you and only you.

10.2 By submitting, posting or displaying your content on the website you agree to grant a non-exclusive royalty-free licence to us to use, modify, publicly perform, publicly display, reproduce and distribute such content on the website. This allows us to place your content on the website and let all users view your content. It also allows us to compress or alter the size of any files you may post onto the Site to ensure that they can be readily displayed for other users. This may also include printed documents, media, editorial coverage, video, photographs etc.

Members who do not wish for their image to be used in this manner must notify us in writing.

10.3 As this is a non-exclusive licence you as a user are free to provide your text content to other websites or other parties, without restriction.

10.4 This licence is also royalty-free, which means that the content is provided free of charge to us and we will not pay for the content or account for any advertising revenue generated on the website or on any specific content pages.

10.5 This licence is also sub-licensable, which means that our partners and affiliates can also use the content.

10.6 This licence also applies worldwide because the website can be accessed from anywhere in the world, at any time.

10.7 Also as part of the licence you warrant that any content provided by you does not belong to a third party whose rights have been violated by the content being posted on to the website. Furthermore, if any content is owned by a third party you agree to pay all royalties owed to that party, without seeking any contribution from us.

11. Content Monitoring

All Users will have their books added to The Book Chief website free of charge once this page is live and in use.

12. Suspension or Termination

12.1 We reserve the right to remove (with or without notice) content and suspend or terminate (with or without notice) the account of any user who in our sole judgment is in breach of these Terms and Conditions.



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12.2 If a customer account is suspended the length of the suspension period and any reactivation will be at our sole discretion.

13. Access

We take all reasonable steps to ensure the website is available and functioning fully at all times. However, we do not accept any responsibility for "down-time" or poor performance of our file servers or where the website or any associated service is unavailable for any reason, whether within or outside our direct control.

14. Benefits

14.1 All benefits offered are at the sole discretion of us and can be changed at any time.

15. Disclaimer

15.1 We are not responsible for the accuracy of any content on the website nor any advertisements placed on the website, or any visibility, exposure, business growth etc in line with any benefits offered on our website.

15.2 We are not responsible for any links to third party websites from our website and the inclusion of any link does not imply an endorsement of a third-party website by us.

15.3 The Book Chief shall not be liable to you or to any third party for any indirect, incidental, special or consequential damages arising out of the services under this agreement, including but not limited to, damages for lost profits, lost savings, lost data or for any damage related to the use of or inability to use the website or the services even if The Book Chief has been advised of the possibility of any such damages.

15.4 The Book Chief's total aggregate liability under this agreement for any and all claims shall be for those direct damages suffered by you and solely due to company's performance under this agreement and shall not exceed the amounts actually paid by you to The Book Chief for the services directly related to the damages suffered. No action, regardless of form, arising out of this agreement, may be brought by you more than one year after the cause of action has accrued. Some jurisdictions do not allow the exclusion of certain warranties of the exclusion or limitation of liability for consequential or incidental damages, so the limitations in this agreement may not apply to you.

15.5 The Publisher will not be responsible for any loss of or damage to materials submitted by the Author including hard copy manuscripts, CDs, USB memory sticks, artwork or photographs.

15.6 The Publisher may subcontract all or parts of its services to other divisions and subsidiaries of the Publisher or other independent companies as long as all the commitments to the Author are held whole.

15.7 The Publisher does not market, advertise or publicise the Author's Book unless previously agreed by both parties. The sales and marketing of the Author's Book is entirely the responsibility of the Author.



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15.8 The Publisher does not take responsibility for third-party websites, including Amazon and other retailers. All efforts will be made by the Publisher and its distributors to ensure full and uninterrupted distribution but cannot be held responsible for third-party listing criteria.

16. Customer Complaints

We endeavour to respond to all customer complaints or queries within five working days. Please send any complaints to sharon@thebookchief.com

17. Privacy

We take your privacy seriously. We are registered under and comply with the General Data Protection Regulation (GDPR). For further details please see our Privacy Policy.

18. Events outside our control

We shall not be liable for delay or failure to perform any obligation under these Terms & Conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

19. Copyright

19.1 All content, databases, graphics, buttons, icons, logos, layouts and look & feel are the copyright of *Lydian Group Ltd (The Book Chief)* unless expressly acknowledged as otherwise or provided by a user as part of content submission.

19.2 The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

20. Reasonably Foreseeable Losses

20.1 We will be liable for any losses incurred by you due to breaches of these Terms & Conditions by us, where such losses were reasonably foreseeable at the time the contract was made.

20.2 All business, indirect or consequential losses not reasonably foreseeable at the time of the contract between you and us are excluded.

20.3 We do not exclude or limit liability for death or personal injury caused by the negligence or breach of duty by us, our employees or officers.

21. Severability

The paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.



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22. Waiver

Failure by us to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

23. Entire Terms & Conditions

These Terms & Conditions set out the entire agreement and understanding between you and us. We reserve the right to change these Terms & Conditions at any time, without giving notice.

24. Jurisdiction

These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

Our Contact Details

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