



## **STANDARD TERMS AND CONDITIONS**

In placing an order with ShieldCrest, the Author accepts the following terms and conditions upon which the order is placed.

1. This contract sets out the terms of business between ShieldCrest and the Author who requests the services provided by ShieldCrest.
2. ShieldCrest will provide a range of services to the Author seeking to publish, promote and sell books in which they own or control the copyright.
3. Any variation or addition to this Agreement must be agreed by ShieldCrest in writing.
4. ShieldCrest will use its reasonable endeavours to provide the services within the stated timescale.
5. All charges are provided prior to accepting payment and ShieldCrest reserve the right to modify its charges from time to time at their sole discretion.
6. Payment is made before work commences.
7. The Intellectual Property Rights of the work of the Author shall be retained by the Author.
8. The Author verifies that the work to be published has not been published previously and grants ShieldCrest exclusive rights to copy, reproduce, edit, adapt, print and/or publish or procure the print and publication of the work or any part of it in any form (including electronic form).
9. The Author grants ShieldCrest the right to use his or her name (including any adopted names), together with the work and materials in connection with the promotion or exploitation of the work
10. ShieldCrest retain the Intellectual Property created by it during and in connection with the provision of the services, including but not limited to cover artwork where supplied by ShieldCrest, electronic files and the typographical arrangement in published editions.
11. If ShieldCrest cease to publish the work of the Author, the Intellectual Property created by ShieldCrest shall remain with ShieldCrest unless agreed otherwise in writing.
12. The Author shall at his or her own expense supply ShieldCrest with the work in an electronic file in a form that is ready to publish and any other materials necessary to enable ShieldCrest to provide the services.
13. The Author declares that he or she owns all the worldwide Intellectual Property of the work being published and that it is unencumbered and accepts responsibility for obtaining any and all legal clearances required for the use of any third party materials.
14. The Author agrees to indemnify and notify ShieldCrest if he or she becomes aware of any breach or infringement or threatened infringement of IPR or other Intellectual Property relating to the work or any claim (or threatened claim) that the work or material infringes the rights of any other person.

15. The Author agrees to indemnify ShieldCrest and keep fully indemnified at all times from and against all actions proceedings claims demands costs (including without prejudice to the generality of this provision the legal costs) awards damages however arising directly or indirectly as a result of any breach or non-performance by the Author of any of the above undertakings warranties or obligations under this Agreement.
16. The Author accepts full responsibility for the content of the work and ShieldCrest reserves the right to discontinue its services if the Author violates the above representations.
17. If a claim is issued against ShieldCrest in respect of an infringement of the Intellectual Property, the Author hereby Authorises ShieldCrest to negotiate, settle, or defend any such claim at the Author's expense and agrees to do any and all acts and execute all documents in such manner required by ShieldCrest in order to negotiate, settle, or defend any such claim.
18. The Author grants ShieldCrest exclusive rights to promote and distribute the Author's work worldwide and understands that ShieldCrest can offer no guarantee to the level of sales of the work and shall have no liability for the same.
19. Where ShieldCrest have published the work under its shared cost scheme, the author acknowledges that ShieldCrest will recover its investment from the resultant sales. In this regard and bearing in mind the conditions under clause 18 of this agreement, the author agrees not to offer the work for sale through any other channel or use any third party without prior notice to and agreement of ShieldCrest in writing.
20. The Author takes full responsibility for the authenticity and accuracy of the work for which he or she owns the Intellectual Property and ShieldCrest shall have no liability for any loss, damage, costs, expenses or other claims for compensation arising from the provision of its services and/or from the work or material which are incomplete, incorrect, inaccurate and illegible and the Author will indemnify ShieldCrest from such.
21. The Author is responsible for all applicable shipping and handling fees associated with purchasing copies of the work for the Author's own use.
22. Either party may terminate this Agreement in writing at any time by giving not less than 30 days written notice to the other. Any undertakings entered into by the Parties under the terms of this Agreement in respect of delivery of goods by ShieldCrest and payments by the Author which continue beyond the 30 days shall be met in full by the Parties unless otherwise agreed in writing.
23. Upon Authorisation and receipt of any payments necessary, ShieldCrest shall publicise and distribute the work of the Author in the UK, and also make the book available worldwide through outlets made available to ShieldCrest.
24. Once the final manuscript has been completed by the Author and submitted to ShieldCrest, ShieldCrest will provide a detailed quotation to the Author to publish the work which, on acceptance, will form the basis of the charges under this Agreement.
25. ShieldCrest shall ensure the recommended retail price of the Author's work shall incorporate an agreed royalty to the Author for each book sold. This royalty payment shall be made at agreed intervals which is usually quarterly.
26. Where requested, ShieldCrest will also produce an e-book version of the author's work and the rights contained in this Agreement shall apply equally to distribution of such e-book.