



Traditional Publishing Terms of Use

1st September 2024

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.

4.. 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.

5. Content Ownership

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

5.2 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.

5.3 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.

5.4 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.

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

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

5.7 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.



6. Royalty Payments

6.1 Royalty Rate The Book Chief offers a royalty rate of **10%** on net sales of your published book through Amazon only. Net sales are defined as the total sales revenue received by The Book Chief, minus applicable taxes, discounts, returns, and any other deductions. If The Book Chief chooses to sell the book through any other avenues, i.e. Ingram Spark, Website, or in person events, no royalty rate will be paid to the Author from these unless otherwise agreed in writing.

6.2 Payment Schedule Royalty payments will be made on a quarterly basis. Payments will be issued within 21 days following the end of each calendar quarter. The quarterly periods are as follows:

- **January 1 – March 31**
- **April 1 – June 30**
- **July 1 – September 30**
- **October 1 – December 31**

6.3 Payment Method Royalties will be paid via bank transfer or other agreed-upon methods. You will receive a detailed statement outlining the sales and royalty calculations for each payment period and this will be taken from Amazon Reports only.

6.4 Reporting Detailed sales reports will accompany each royalty payment. These reports will include information on units sold, revenue generated, and any applicable deductions.

7. Creative Control

7.1 Editorial Control The Book Chief retains final editorial control over the content, design, and marketing of the published work. This ensures consistency with our brand and quality standards.

7.2 Author Input We value and encourage your input throughout the publishing process. We believe in collaboration and will actively seek your feedback on key decisions, including cover design, promotional materials, and marketing strategies.

7.3 Approval Process Major changes or decisions that affect the content or presentation of the book will be communicated to you for review and feedback. While The Book Chief retains ultimate decision-making authority, we strive to incorporate your preferences and suggestions where feasible.

7.4 Creative Collaboration We aim to create a partnership where your creative vision and our expertise work together to produce the best possible outcome. Open communication and collaboration are central to this process.



8. Additional Terms

8.1 Contract Duration The terms outlined above are applicable for the duration of the contract, which will be specified in the publishing agreement.

8.2 Amendments Any amendments to the terms of use will be communicated in writing. Both parties must agree to any changes in the terms of the contract.

8.3 Dispute Resolution In the event of any disputes regarding royalty payments or creative control, both parties agree to resolve issues amicably through discussion. If necessary, disputes may be escalated to arbitration as per the terms of the publishing agreement.

8.4 Termination Either party may terminate the agreement in accordance with the terms specified in the publishing contract. Upon termination, royalty payments will continue to be paid for sales generated up to the date of termination.

9. 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.

10. Disclaimer

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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 the responsibility of the Author and the Publisher.

10.8 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.

11. Customer Complaints

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

12. 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.

13. 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.

14. Copyright

14.1 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.

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

15. Reasonably Foreseeable Losses

15.1 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.

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

16.3 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.

17. 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.

18. Referral

We will pay a £200 referral fee within 7 days of the full amount of the referee paying in full. Referral fees will not be paid for any books under £1497. This will apply to lead magnets and children's early reading books.

19. 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.

20. 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.

21. 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

The Book Chief is a Trading name under:

Lydian Group Ltd, Suite 2A, Blackthorn House, St Paul's Square, Birmingham, B3 1RL

Email: sharon@thebookchief.com

From within the UK: 07890 202375

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