

Description of Services

Version February, 2010

THIS DESCRIPTION OF SERVICES IS TO BE READ IN CONJUNCTION WITH THE TERMS AND CONDITIONS (THE TERMS) AND FORMS PART OF THE CONTRACT BETWEEN FLOREAT BOOKS LIMITED AND YOU (THE AUTHOR). INTERPRETATION OF WORDS AND CAPITALISED TERMS USED BUT NOT DEFINED HEREIN HAVE THE INTERPRETATION AND MEANINGS GIVEN TO THEM IN THE TERMS.

1. Manuscript Editing and Manuscript Proof-Reading

- 1.1 If an Author wishes to purchase manuscript editing and/or manuscript proof-reading services (**Editing Services**) he will need to provide an indication of such on the Order Form. The Company will then provide a written quote (the **Quote**) in respect of such Editing Services (including an indication of the timeline) based on the number of words to be reviewed and the level of editing required.
- 1.2 Should the Author wish to proceed with the Editing Services he will need to countersign the Quote. The Contract will be formed when (a) the Company receives the countersigned Quote and (b) the Company provides an Acceptance Confirmation. For the avoidance of doubt the provision of Editing Services and the Quote incorporate, and are subject to, the Terms.
- 1.3 The Author acknowledges that editing is intrinsically a subjective process of offering advice and suggestions to the Author and the decision whether or not to accept the advice and suggestions of the editor remains solely with the Author.
- 1.4 The Editing Services will involve the production of one amended version of the Work with track changes (i.e. showing the changes the editor has made to the Work) and an amended version of the Work in clean (i.e. with changes incorporated into the Work) (both, the **Edited Work**). If the Author has purchased Editing Services in conjunction with Publishing Services (as defined below) the Author will, on receipt of the Edited Work by the Author, approve the Edited Work before this is used in conjunction with the Publishing Services.
- 1.5 The Author shall retain all Intellectual Property and Author IPR created in the Edited Work. Upon approval of the Edited Work, the Author shall be deemed to repeat the representations and warranties contained in condition 7 of the Terms. For the avoidance of doubt, the Author acknowledges that he is bound by the Terms and the indemnity contained in condition 7.6 of the Terms.

2. Bespoke Book Cover

- 2.1 The bespoke book cover service (the **Bespoke Book Cover Service**) consists of the provision of marketing advice to the Author and the creation of a bespoke book cover (the **Bespoke Cover**) rendered in full colour and provided in digital format to the Author.
- 2.2 The Bespoke Cover shall consist of either illustrations or photographic images which may be sourced by the Company from third-party companies which provide royalty-free illustrations and photographic images. The Company makes no representation that such illustrations and photographic images may appear elsewhere including, but not limited to, book covers of other books, magazines and other printed or online material. The Bespoke Book Cover Service does not include original commissioned illustrations; if an Author wishes to commission such artwork the Company can arrange for a quote for such services to be provided to the Author.
- 2.3 The Bespoke Book Cover Service shall be provided in accordance with the following procedure:
 - (a) a meeting or telephone call (the **Design Meeting**) between the Author and a representative of the Company to discuss the Work of the Author and the Author's ideas as to the potential Bespoke Cover design;
 - (b) the delivery of an email (the **Initial Design Email**) from the Company to the Author setting out marketing advice on the design of the Bespoke Cover and the title of the book with suggestion(s) as to which images and designs could be used in the final design;
 - (c) the Author, on receipt of the Initial Design Email, shall review and approve the suggestion for the Bespoke Cover to be created by the Company;
 - (d) on receipt of approval of the suggestions for the draft Bespoke Cover by the Author, the Company shall then create the draft Bespoke Cover and send this to the Author by email for the Author to review and suggest amendments (if any). For the avoidance of doubt, the Author will only have one opportunity to suggest amendments in this respect;
 - (e) on receipt of the suggested amendments of the Author, the Company shall produce the final Bespoke Cover design which shall be sent to the Author by email for approval (the **Final Design Email**). If the Author wishes to make any further amendments at this stage this may be subject to additional Production Charges as may be specified by the Company (in its sole and absolute discretion) to the Author;
 - (f) once the final version of the Bespoke Cover is approved by the Author, the Company will provide the final Bespoke Cover design to the Author in an appropriate digital format.
- 2.4 The Author shall retain ownership of the Intellectual Property in the Bespoke Cover design but grants to the Company a perpetual, royalty free licence to display or use the Bespoke Cover in any manner the Company deems appropriate including, but not limited to, display on the Website or in any other promotional material.

3. Personalised Back Cover

- 3.1 The personalised back cover service (the **Personalised Back Cover Service**) consists of the creation of a personalised back cover (the **Back Cover**) rendered in full colour and provided in digital format to the Author. This is an additional service to the Standard Cover (as defined below) which is included in the Publishing Services and may only be ordered where the Author has also ordered a Publishing Service.
- 3.2 The Back Cover shall consist of either illustrations or photographic images which may be sourced by the Company from third-party companies which provide royalty-free illustrations and photographic images or such Materials as may be provided by the Author.

The Company makes no representation that such illustrations and photographic images provided by it may appear elsewhere including, but not limited to, book covers of other books, magazines and other printed or online material. The Personalised Back Cover Service does not include original commissioned illustrations; if an Author wishes to commission such artwork the Company can arrange for a quote for such services to be provided to the Author.

- 3.3 The Personalised Back Cover Service shall be provided in accordance with the following procedure:
- (a) the delivery of an information questionnaire (the **Back Cover Form**) by email from a representative of the Company to the Author for the Author to complete;
 - (b) the delivery of the completed Back Cover Form and any Materials by email by the Author to the Company;
 - (c) on receipt of the completed Back Cover Form, the Company shall create a draft version of the Back Cover from the information contained in the Back Cover Form and any Material(s) and will send such version to the Author by email for the Author to review and suggest amendments (if any). For the avoidance of doubt, the Author will only have one opportunity to suggest amendments in this respect;
 - (d) on receipt of the suggested amendments of the Author, the Company shall produce the final version of the Back Cover which shall be sent to the Author for approval. If the Author wishes to make any further amendments at this stage this may be subject to additional Production Charges as may be specified by the Company (in its sole and absolute discretion) to the Author;
 - (e) once the final version of the Back Cover is approved by the Author, the Company will provide the final version of the Back Cover to the Author in an appropriate digital format.
- 3.4 The Author shall retain ownership of the Back Cover but grants to the Company a perpetual, royalty free licence to display or use the Back Cover in any manner the Company deems appropriate including, but not limited to, display on the Website or in any other promotional material.

4. Book Development

- 4.1 The Author will have a one hour appraisal meeting with the Company to discuss how their manuscript could be marketed and developed.
- 4.2 The Company will put together a summary of the discussion from the meeting undertaken pursuant to 15.1 above and information on the publishing industry (the **Book Development Plan**).

5. Literary Agents Pack

- 5.1 The Author will have an appraisal meeting with the Company to discuss how the literary agents will be approached.
- 5.2 The Company, with the co-operation of the Author, will put together a literary agents submissions pack (**Literary Agents Pack**) that will consist of the documents usually required by literary agents.
- 5.3 The Company will identify literary agents that represent other authors and books and genres similar to the Author and the Work and will send these literary agents the Literary Agents Pack.

6. Publishing Services

- 6.1 The Company provides three self-publishing services: paperback publishing (the **Paperback Publishing Service**), colour paperback publishing (**Colour Publishing Service**) and hardback publishing (**Hardback Publishing Service**) and, together with Paperback Publishing Service and Colour Publishing Service, the **Publishing Services**).
- 6.2 The Paperback Publishing Service shall consist of the following:
- (a) creation of a completed version of the Work in the form of one copy of a perfect bound paperback with black and white interior layout and a four colour Standard Cover design (the **Paperback Book**) in one of the Book Sizes;
 - (b) the availability of the Paperback Book through the Distribution Channels using "Print on Demand" printing technology;
 - (c) allocation of an ISBN to the Paperback Book which will be printed on the cover or inside pages of the Paperback Book; and
 - (d) deposit of the Paperback Book with the UK Legal Depositories.
- 6.3 The Colour Publishing Service shall consist of the following:
- (a) creation of a completed version of the Work in the form of one copy of a perfect bound paperback with colour interior layout (including up to 50 colour images) and a four colour standard cover design (the **Colour Book**);
 - (b) the availability of the Colour Book through the Distribution Channels using "Print on Demand" printing technology;
 - (c) allocation of an ISBN to the Colour Book which will be printed on the cover or inside pages of the Paperback Book; and
 - (d) deposit of the Colour Book with the UK Legal Depositories.
- 6.4 The Hardback Publishing Service shall consist of the following:
- (a) creation of a completed version of the Work in the form of one copy of a Paperback Book and one copy of a hardback with black and white interior layout and a four colour Standard Cover design (the **Hardback Book**);
 - (b) the availability of the Paperback Book and the Hardback Book through the Distribution Channels using "Print on Demand" printing technology;
 - (c) allocation of an ISBN to the Paperback Book and Hardback Book which will be printed on the cover or inside pages of the book; and
 - (d) deposit of the Paperback Book and the Hardback Book with the UK Legal Depositories.
- 6.5 Each Publishing Service shall be provided in accordance with the following procedure:
- (a) a telephone call between the Author and a representative of the Company (the **First Publishing Meeting**) to discuss the Work of the Author, describe the publishing process and discuss the Author's ideas as to the potential book cover (**Standard Cover**) design;
 - (b) the delivery of the Company's standard author information form (the **Author Information Form**) by email or post from a representative of the Company to the Author for the Author to complete;
 - (c) the delivery of the completed Author Information Form and any Materials by email by the Author to the Company;

- (d) a telephone call between the Author and a representative of the Company (the **Second Publishing Meeting**) to discuss the completed Author Information Form and any additional information the Author may wish to discuss;
 - (e) the delivery of an email (the **Draft Galley Email**) from the Company to the Author attaching the draft electronic galley of the Work and Materials for review and amendment by the Author and the Book Pricing Agreement. The Author will only have one opportunity to suggest amendments in respect of the draft electronic galley;
 - (f) the Author shall send his suggested amendments to the Company and the completed Book Pricing Agreement;
 - (g) on the basis of the amendments by the Author, the Company shall produce the final galley design which shall be sent to the Author by email (the **Final Galley Email**) for approval. If the Author wishes to make any further amendments at this stage (other than corrections of mistakes made by the Company) such amendments may be subject to additional Production Charges as may be specified by the Company (in its sole and absolute discretion) to the Author;
 - (h) once the final electronic galley is approved, the Company will provide the final electronic galley to the Author in an appropriate digital format and, where requested, we can arrange for a hard copy version of the galley to be sent to the Author and a final galley sign-off form (**Galley Sign Off Form**);
 - (i) when an Author has signed and returned to the Company the Galley Sign Off Form, the Company will make the completed Work available to order through the Distribution Channels.
- 6.6 The Standard Cover shall consist of either illustrations or photographic images which may be sourced by the Company from third-party companies which provide royalty-free illustrations and photographic images. The back page of the Standard Cover shall only consist of text unless the Author has also ordered the Personalised Back Cover Service. The Company makes no representation that such illustrations and photographic images may appear elsewhere including, but not limited to, book covers of other books, magazines and other printed or online material. The Standard Cover does not include original commissioned illustrations; if an Author wishes to commission such artwork the Company can arrange for a quote for such services to be provided to the Author.
- 6.7 The Author shall retain ownership of Intellectual Property in the final version of the Standard Cover but grants to the Company a perpetual, royalty free licence to display or use the Standard Cover in any manner the Company deems appropriate including, but not limited to, display on the Website or in any other promotional material.
- 6.8 When the Author has signed and returned to the Company the Galley Sign-off Form, the Company will make the completed Work available to order through the Distribution Channels. For the first year and second years only, the Company will waive Distribution Channel Fees. The Author will be responsible for subsequent Distribution Channel Fees, to be charged annually.
- 6.9 The Company will format the Work and the Cover as specified in the Author Information Form provided the specifications meet the Company's requirements and capabilities. The Company will retain final discretion over style and formatting of the Work and the Cover. The Company retains the right to refuse content that does not meet the Company's technical capabilities and will issue a refund in this instance.
- 6.10 The Author understands that print-on-demand technology can sometimes make exact colour matching difficult. The Company makes no guarantees that it can match a particular colour within the colour spectrum or that copies of the Work printed on different dates will exactly match the colour of previously printed copies of the Work.
- 6.11 In this condition, the following capitalized words shall have the following meanings:
Book Sizes means the book sizes specified in the Author Information Form as may be varied by the Company from time to time;
Cover means the Standard Cover, the Bespoke Book Cover and/or the Personalised Back Cover.;
Distribution Channels means the Company's network distribution partners such as Bertrams, Amazon.co.uk and Gardners and/or such other distribution companies as the Company may in its absolute discretion specify;
Distribution Channel Fees means the annual charges for making the completed Work available for distribution through the Distribution Channels; and
UK Legal Depositories means the British Library, the Oxford Bodleian Library, the Cambridge University Library, the National Library of Scotland in Edinburgh, the Dublin Library of Trinity College and the National Library of Wales in Aberystwyth.

7. eBook, iPhone and iPad Application Development

The e-book, iphone and ipad application development shall be subject to a separate description of service to be agreed separately between the Company and the Author.

8. Email Flyer

- 8.1 The Company will design a full colour image that is to be used in conjunction with the Author's email client (the **Email Flyer**).
- 8.2 The Email Flyer will contain an image of the cover of the Work and a brief summary of the Work.
- 8.3 The Company will email the Email Flyer to the Author for the Author to email out to the Author's contacts.

9. Press Releases

- 9.1 The Company provides three press release services: standard press release (the **Standard Press Release**), advanced press release (the **Advanced Press Release**) and US press release (the **US Press Release**). For the avoidance of doubt a press release (**Press Release**) is an industry accepted document that sets out information about a person or event and in this case the author and their book and usually consists of one page of A4.
- 9.2 The Standard Press Release shall be provided in accordance with the following procedure:
 - (a) the Author will be sent a questionnaire (**Press Release Questionnaire**) and from their replies to the same the Company will draft a Press Release for the Work;
 - (b) the Press Release will be sent to the Author to review before it is sent out for distribution and the Author will have this one opportunity to make any changes to the Press Release;
 - (c) when an Author has signed and returned to the Company the press release sign-off form (the **Press Release Sign Off Form**), the Company will send the completed Press Release out for distribution;

- (d) the Press Release will be sent by email or post as decided by the Company to individuals or organisations in the media (**Media**) numbering at least 100 and that can include newspapers, magazines, radio stations and television production companies (**Areas of Media**) and for the avoidance of doubt this list is liable to change from time to time and no guarantee is given that all Areas of Media will be included in the Media or that the intended recipient will receive the Press Release;
- (e) where one of the Media requests a copy of the Work after having received the Press Release and that request is sent to the Company in writing the Company will send one complimentary copy of the Work to the Media who requested it.

9.3 The Advanced Press Release shall consist of the following:

- (a) the Author will be sent the Press Release Questionnaire and from their replies to the same the Company will draft a Press Release for the Work;
- (b) the Press Release will be sent to the Author to review before it is sent out for distribution and the Author will have this one opportunity to make any changes to the Press Release.
- (c) when an Author has signed and returned to the Company the Press Release Sign Off Form, the Company will send the completed Press Release out for distribution;
- (d) the Press Release will be sent by email or post as decided by the Company to the Media numbering at least 200 in different Areas of Media and for the avoidance of doubt the Media are liable to change from time to time and no guarantee is given that all Areas of Media will be included in the Media or that the intended recipient will receive the Press Release;
- (e) where one of the Media requests a copy of the Work after having received the Press Release and that request is sent to the Company in writing the Company will send a complimentary copy of the Work to the Media who requested it.

9.4 The US Press Release shall consist of the following:

- (a) the Author will be sent the Press Release Questionnaire and from their replies to the same the Company will draft a Press Release for the Work;
- (b) the Press Release will be sent to the Author to review before it is sent out for distribution and the Author will have this one opportunity to make any changes to the Press Release;
- (c) when an Author has signed and returned to the Company the Press Release Sign Off Form, the Company will send the completed Press Release out for distribution;
- (d) the Press Release will be sent by email or post as decided by the Company to the Media numbering at least 100 and to a further similar 100 media in the United States of America (**US Media**) in different Areas of Media and for the avoidance of doubt the Media and US Media are liable to change from time to time and no guarantee is given that all Areas of Media will be included in the Media or the US Media or that the intended recipient will receive the Press Release;
- (e) where one of the Media or the US Media requests a copy of the Work after having received the Press Release and that request is sent to the Company in writing the Company will send a complimentary copy of the Work to the Media or the US Media who requested it.

10. Publicist Services

10.1 The Company provides four personal publicist services: standard publicist services (the **Standard Publicist Services**), advanced publicist services (**Advanced Publicist Services**), premium publicist services (**Premium Publicist Services**) and global publicist services (**Global Publicist Services**).

10.2 The Standard Publicist Service shall consist of the following:

- (a) the Author will have a meeting with the Company's publicist either in person or over the telephone for a minimum of one hour (the **Marketing Meeting**). The publicist will use the Marketing Meeting to design a marketing plan (the **Marketing Plan**) that is bespoke for the Work;
- (b) the Marketing Plan will consider what the publicist reasonably believes in his or her opinion are the possible marketing opportunities for your book. It will also offer advice on how the author should market their book and examples of which media the Author should consider contacting;
- (c) for the avoidance of doubt, once the Author receives the Marketing Plan it is up to them to implement the steps in the Marketing Plan and market the book themselves. As the Author implements the Marketing Plan the publicist will be on hand for support and will arrange for complimentary copies of the Work to be sent to any media who request the same but in order to do so the Publicist must receive a written request by email from the media requesting the same;
- (d) the Author will receive one version of the Email Flyer.

10.3 The Advanced Publicist Service shall consist of the following:

- (a) the Author will have a Marketing Meeting with the Publicist;
- (b) the Author will receive one version of the Email Flyer;
- (c) the Standard Press Release service is included;
- (d) in addition to the 100 Media contacted under the Standard Press Release the Publicist will also put together a bespoke list of media contacts that the Publicist believes is related specifically to the Author, where the Author lives or the Work (**Bespoke Media List**);
- (e) after the Press Release has been distributed the Publicist will chase up with the Media and Bespoke Media List and pitch interviews, features or reviews on the Author's behalf;
- (f) the Publicist will arrange for complimentary copies of the Work to be sent to any Media who request the same but in order to do so the Publicist must receive a written request by email from the Media requesting the same;
- (g) the Publicist will work with the Author for eight weeks;

(h) the Author will receive a weekly update from the Publicist.

10.4 The Premium Publicist Service shall consist of the following:

- (a) the Author will have a Marketing Meeting with the Publicist;
- (b) the Author will receive one version of the Email Flyer;
- (c) the Advanced Press Release service is included;
- (d) in addition to the 200 Media contacted under the Advanced Press Release the Publicist will also put together a Bespoke Media List;
- (e) after the Press Release has been distributed the Publicist will chase up with the Media and Bespoke Media List and pitch interviews, features or reviews on the Author's behalf;
- (f) the Publicist will arrange for complimentary copies of the Work to be sent to any Media who request the same but in order to do so the Publicist must receive a written request by email from the Media requesting the same;
- (g) the Publicist will work with the Author for eight weeks;
- (h) the Author will receive a weekly update from the Publicist.

10.5 The Company will use its commercially reasonable best efforts to gain media attention for the Work by virtue of providing the Publicist Services. In return, the Author will fully cooperate with the Company in its provision of the Publicist Services. Notwithstanding the foregoing, the Company makes no guarantees or promises as to the minimum success of the Publicist Services or the amount of Work sales which may result from the Publicist Services, it being understood and agreed by the Author that the Company has no control over the purchasing decisions of the media or of consumers and will not be liable to the Author if the Work does not sell. The Company retains the right to refuse to promote books that contain content that is deemed to be false, defamatory, or otherwise injurious to third parties. This may include content that is obscene or could be construed as hate speech.

11. Website Services

11.1 The Company provides two website design services: the standard website design service (the **Standard Website Design Service**) and the premium website design service (the **Premium Website Design Service** and, together with Standard Website Design Service, the **Website Services**).

11.2 The Standard Website Service shall consist of the following:

- (a) the creation of a four page website for the Author with the following headings: (i) homepage; (ii) about the author (including contact details); (iii) about the completed Work (iv) where customers can buy the completed Work;
- (b) the registration of a domain name as chosen by the Author (subject to availability) and one year's web-hosting; and
- (c) the creation of email accounts for the Author under the chosen domain name.

11.3 The Premium Website Service shall consist of the following:

- (a) a telephone call between the Author and a representative of the Company (the **Premium Website Design Meeting**) to provide marketing advice on maintaining brand consistency in respect of the Author's book and discuss the Author's ideas as to the potential website design;
- (b) the creation of a website consisting of a maximum of ten pages for the Author with the following headings: (i) homepage; (ii) about the author (including contact details); (iii) about the completed Work (iv) where customers can buy the completed Work;
- (c) the registration of the Author and the Author's website with social networking websites including, but not limited to, Facebook and Twitter.
- (d) the registration of a domain name as chosen of the Author (subject to availability) and one year's web-hosting; and
- (e) the creation of email accounts for the Author under the chosen domain name.

12. Bookstore Liaison

12.1 The Company will contact branches of Bookstores around the UK on the Author's behalf to encourage those bookstores to stock copies of the Work.

12.2 Where the Author identifies additional branches of other bookstores that the Author would like the Company to contact the Company will only contact those bookstores and their branches where it expressly agrees to do so on a branch by branch basis.

12.3 The Author acknowledges that the Bookstore Liaison does not constitute nor should be construed as a guarantee of sales of the Work. The Author further acknowledges that the Company has no control or influence whatsoever over the purchasing decisions of booksellers or book buyers and cannot be held liable for their independent actions or purchasing decisions.

12.4 For the purposes of this condition, **Bookstores** means Waterstones and/or such other UK bookstores as the Company may from time to time specify.

13. Packages

13.1 The traditional package (the **Traditional Package**) consists of the combination of the following Services for a discounted aggregate Charge:

- (a) the Manuscript Editing Service; and
- (b) the Literary Agents Pack.

- 13.2 The independent package (the **Independent Package**) consists of the combination of the following Services for a discounted aggregate Charge:
- (a) the Paperback Publishing Services;
 - (b) the Manuscript Editing Service;
 - (c) the Standard Publicist Service;
 - (d) the Email Flyer Service;
- 13.3 The publicist package (the **Publicist Package**) consists of the combination of the following Services for a discounted aggregate Charge:
- (a) the Advanced Publicist Service;
 - (b) the Standard Website Design Service;
 - (c) the Email Flyer Service; and
 - (d) the Bookstore Liaison Service.