



## GENERAL TERMS & CONDITIONS

**A.** The author may apply for acceptance into the CheckPoint Press 'Traditional Publishing' program. To be accepted, the work must be assessed by CheckPoint Press as being of exceptional quality and merit, and of being worthy of investment.

**B.** If accepted, CheckPoint Press will undertake responsibility for all aspects and costs relating to the publication of the work, including book-block and cover design; interior formatting; editing; final proofreading; retail and wholesale pricing; assigning ISBN and barcode; listing of title for international sale and distribution; and dispatch of copies to national libraries.

**C.** The book will initially be set up as a print-on-demand title; with the option of going to standard print-runs, as-and-when it becomes commercially viable to do so.

**D.** Whilst the author will be consulted on various aspects of the publication process, including book size, cover design, retail pricing etc., and may also be invited to contribute according to their professional skills and capabilities (such as assisting in editing, proofreading, or promotion for example); it should be understood that by accepting this agreement, the author releases final editorial, design and publishing decisions to CheckPoint Press, as well as exclusive book-production and distribution rights for the term of the agreement. This is to ensure the expedient and cost-effective production of your book. However, you will be actively consulted at every stage of book preparation to ensure you are happy with the final product.

**E.** CPP may also submit your book as an e-book. Royalties will apply under the same conditions.

**F.** It should be clearly understood that no guarantees can be given in regard to ongoing marketing efforts or the sales potential of any given work. Accordingly the author is encouraged to effect whatever personal-or-independent promotion, marketing or advertising that may serve to increase the book's sales potential.

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**1. Copyrights:** The author will remain the copyright holder on record. However, for the duration of the agreement, CheckPoint Press will assume the deciding role in matters relating to any marketing, promotion or distribution of the work at CheckPoint Press' expense. This does not in any way prohibit the author or their agents from marketing, promoting and selling the work independently, using books or digital files that have originated via CheckPoint Press – as per this agreement. Authors are actively encouraged to explore additional marketing and promotional opportunities during the duration of the agreement.

**2. Sales & Royalties:** Author will receive 50% royalties\* (\*or as otherwise agreed) on all book sales (except those purchased at the authors' wholesale rate; see 3 below). Accordingly, with reference to, (a) the printing costs, (b) the retail price, and (c) any discounts offered to third-party booksellers or traders, the author will receive 50%\* of the net profits on book sales via Checkpoint Press for the duration of the agreement.

**2a.** Authors will be notified of their sales figures quarterly, and will be paid by cheque or direct bank transfer where royalties have accrued over £100 (or its equivalent in other currencies). At year's end, all amounts over £25 will be made available to authors. The author may request account statements at other times – or request the payments of lesser amounts from their account – but will be required to cover whatever administration costs arise. For the sake of absolute transparency, comprehensive book sales statements will be made available to each author annually. *Meanwhile, your worldwide book sales can be confirmed at any time by calling Nielsen Bookdata UK (0)1483 712 230.*

**3. Author's Rate for Books:** The author may purchase unlimited numbers of their books via CheckPoint Press at the generous author's wholesale rate (this includes drop-ship delivery service worldwide): The rate will be based upon pure printing costs, plus shipping and handling, plus a 20% processing fee.

**4. Digital Files:** The print-ready digital book files remain the property of CheckPoint Press throughout the term of the agreement. Once the agreement is ended (for any reason), the author may purchase the digital files for their own use at a rate commensurate with CheckPoint Press' original publishing-costs outlay – such costs to be indicated on the Publication Costs Form (to be available to the author at the time of first going to press). After the contract term has ended, full publishing and distribution rights will revert back to

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by post to CheckPoint Press, Belcarra, Castlebar, Co. Mayo, Rep. of Ireland*

the author. Accordingly, CheckPoint Press will not make further use of those digital files without express instructions from the author or their appointed agents.

**5. Contract Period:** This agreement between the author and CheckPoint Press is valid for a period of three years. After the contract period has expired, the author (or their appointed representative) has the option of; (i) allowing the agreement to continue uninterrupted; (ii) renewing the agreement with CheckPoint Press under mutually-agreed terms; or (iii) concluding the agreement with no financial penalties. The agreement will remain in 'active' status unless otherwise instructed in writing by the author or their agents.

**6. Early Termination of Contract:** The author has the option of 'buying out' of the agreement at any point with 30 days notice in writing. Any such option would have to take into consideration the time, costs and expenses invested by CheckPoint Press in publishing your book. Such costs will be detailed on the Publication Costs Form, and updated to the time of termination of the contract. You may request a balance of the Publication Costs at any time. Guidelines for early withdrawal from the agreement are as follows:

- Year 1: Four times the costs-to-date outlay by CheckPoint Press
- Year 2: Three times the costs-to-date outlay by CheckPoint Press
- Year 3: Double the costs-to-date outlay by CheckPoint Press

**7. Termination by CheckPoint Press:** CheckPoint Press reserves the right to cancel this agreement at any time. In the event of any such early cancellation by CheckPoint Press; (i) all publication and distribution rights would automatically revert to the author without any financial penalties; (ii) all original materials would be returned to the author upon request, at the author's expense, and (iii) the author would be given the option of purchasing the print-ready digital files of their book if they wish (see No.4).

**8. Disputes:** In the unlikely event of a dispute arising between author and publisher, both parties hereby undertake to resolve the matter amicably and in good faith, and agree not to enter into any form of litigation or other hostile act for a period of not less than four calendar months from the beginning of any such dispute. In the event of non-resolution of the dispute within that time, CheckPoint Press reserves the right to terminate the agreement as per the conditions at No 7 above – such termination to be understood to constitute the final and reasonable settlement of any such dispute.

Author Name: \_\_\_\_\_

Title of Work: \_\_\_\_\_

Subtitle: \_\_\_\_\_

**AUTHOR ADDRESS:**.....

.....Phone / Mobile.....

Email / website etc .....

**AUTHOR'S STATEMENT & PUBLISHING AGREEMENT**

I hereby agree to the general terms and conditions A-F & 1-8 as outlined above.

I further declare that I am the original author and copyright holder of this work, and release CheckPoint Press from any responsibility in regards to third party claims for copyright infringement, libel, or any other legal breaches due to errors, omissions, or other materials contained in my submitted work.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

For CheckPoint Press

Please return this signed form as an email attachment to: [editor@checkpointpress.com](mailto:editor@checkpointpress.com) or, by post to CheckPoint Press, Belcarra, Castlebar, Co. Mayo, Rep. of Ireland