

The Book Dragon

Author Sale or Return Agreement

Please complete all details and email to: bronwyn@thebookdragon.co.uk

SHIPPING to: The Book Dragon, 6 West Row, Stockton on Tees, TS18 1BT, United Kingdom

PLEASE READ ALL TERMS & CONDITIONS BEFORE SIGNING

Terms & Conditions of Sale or Return

- The Author confirms that they are Self or Independently published, hold all legal rights to the book including sales, distribution and publishing; and their book does not infringe on the copy rights of any other individual or organisation. In confirming this, The Author understands and accepts, that they alone are responsible for any legal challenges, or breaches, and any subsequent legal actions or penalties as a consequence of said challenge or breach in relation to their Book.
- The Sale or Return Period for Bronze Memberships is **12 MONTHS**. Renewable every 12 months.
- The Sale or Return Period for Silver Memberships is **18 MONTHS**. **Please note the membership payment is an Annual Payment.**
- The Sale or Return Period for Gold Memberships is **24 Months**. **Please note the membership payment is an Annual Payment.**
- The Author is responsible for all associated costs of their Print on Demand Copies.
- The Author agrees to provide The Book Dragon with an opening stock level of 10 Copies of either Paperback or Hardback Book for each Book Title. This level can be adjusted for Authors on request and with prior agreement as we do take into consideration the authors circumstances, location and number of titles.
- Delivery Costs of Opening Stock to be paid for by the Author.
- The Author will provide further Print on Demand Copies (as per above) however **further copies** to be sent in batches of **10 Books** as and when required by The Book Dragon.
- The Book Dragon will refund the Author the cost of the Delivery Fee (only) for Top Up Stock/Further Copies ordered. ***Refunds will only be made on proof of delivery costs & proof of delivery received by The Book Dragon.***
- The Author is personally responsible for seeking reimbursement from their delivery carrier for any lost or missing shipments of their books. The Book Dragon will not reimburse the Author delivery costs or accept any liability for any missing shipments.
- The Book Dragon will process all sales for the Author's Book Title and a Sales Update Report will be sent to the Author on a Quarterly Basis (every 3 months).
- On receipt of the Sales Report the Author will raise an Invoice for amounts due, which will be paid by The Book Dragon less the commission rate owed to The Book Dragon, within **30 Days** of receipt of the Invoice. All Invoices to be sent to the Front of House Manager using the above contact details.
- The Author agrees to pay The Book Dragon the Commission Rate indicated for each Individual Title of the Author's Book sold in store and online.
- Should a Membership account go into arrears, the Commission Rate to be paid to The Book Dragon will return to a Standard Sellers Commission Rate of 35% for the duration that the Membership Account continues to remain in arrears, or in the event that a Membership is cancelled early, either by the Author, or by The Book Dragon.
- If 3 consecutive membership payments are missed, The Book Dragon reserves the right to cancel the membership. The Author is then required to make appropriate arrangements for the collection of their books. The cost / shipping fees of returning the books to the Author to be met by the Author in the event of non-payment of membership fees.
- In event a membership is cancelled early the Author will be charged an early cancellation fee. The following refund of the annual fee, where applicable, will be refunded in accordance with below.

Cancellation within 14 days of membership commencing 100% Refund
 Cancellation within 1 – 3 months of membership commencing 75% Refund
 Cancellation within 4 – 6 months of membership commencing 50% Refund
No Refund will be issued if cancelled within 7 – 12 months of membership commencing.

- Our Book Dragon Membership Guarantee for our Bronze, Silver and Gold Packages ensures that an Author is not at a financial detriment as a result of taking out one of our memberships. Therefore, we Guarantee that if the Author does not earn back the cost of their membership fees in Royalties paid by the end of their membership term, then The Book Dragon will refund the difference that has been lost.
- This Guarantee cannot be applied where an Author's books fall below our minimum Standard of a 3 Star Rating by our Smurgle Reviewing Team. In the event of this happening the membership will be cancelled, and where applicable, a refund will be made on that months fee.
- The Book Dragon Membership Guarantee is null and void in the event of the Author failing to make their membership payment on time, missing payments or where an early cancellation occurs during the agreed membership term.
- The Book Dragon agrees that at the end of the Sale or Return period all books held in stock will be returned in the same condition as received. The Author acknowledges that this is with the exception of Shelf Display / Table Display Copies which may show small signs of wear due to customers browsing in store.
- The Book Dragon is responsible for paying the Return Carrier Fees for any unsold stock at the end of the Author's Membership Sale or Return Period.
- The Book Dragon reserves the right to withdraw from sale, both in its stores and online, any Authors Books, where it is appropriate to do so, and with immediate effect. This is likely in the event of any legal challenges including copy right infringements; or concerns raised by the general public which would in any way seek to damage the reputation of The Book Dragon, or cause a potential for loss of trade or custom.

In signing this agreement, the Author confirms that they have:

- Read the Full Terms and Conditions of the Agreement
- Consented for The Book Dragon to sell the Authors Work on their behalf, in store & online; and given permission for The Book Dragon to utilise any wording, images created by the Author, to allow The Book Dragon to effectively market and promote the Author, and their book.

<i>Signed:</i>	
<i>Printed:</i>	
<i>Dated:</i>	

BOOK TITLES COVERED BY THIS AGREEMENT: OPENING STOCK SHIPMENT

Author Name	Book Title	RRP £GBP	Copies	Date Shipped

