#### 1. MEMBERSHIP OVERVIEW

- 1.1 These Terms and Conditions constitute a legally binding agreement between you ("the Author") and The Book Dragon Ltd ("the Book Dragon").
- 1.2 Standard Membership includes the following benefits:
  - 12-month physical shelf space in our bookstore
  - Listing on our e-commerce platform
  - Promotion across our social media pages
  - One (1) hour coaching session with Kirsty on writing and publishing topics
- 1.3 Membership Fee: £12.50 per month, payable for 12 consecutive months.
- 1.4 Annual Payment Option: Members may choose to pay the full annual amount in advance and receive a 10% discount (£135.00 instead of £150.00).

#### 2. TERM AND PAYMENT

- 2.1 The membership period is for twelve (12) consecutive months from the date of signing this agreement.
- 2.2 Monthly payments will be made by bank transfer, or via a payment link that will be sent directly to the Author to allow for debit or credit card payments.
- 2.3 For annual payments, the full discounted amount is due upon signing this agreement.
- 2.4 All fees are non-refundable except as specifically provided in these Terms and Conditions.

# 3. EARLY CANCELLATION

- 3.1 Authors paying monthly may cancel their membership with thirty (30) days written notice.
- 3.2 Authors who have paid annually and wish to cancel before the end of the 12-month term will be subject to a cancellation fee calculated as follows:
  - The difference between the discounted rate paid and the standard monthly rate for the months the service was used
  - Plus an administrative fee of £25

3.3 Example of cancellation fee calculation for annual members: If cancellation occurs after 6 months, the fee would be:  $(£12.50 \times 6) - (£135 \div 12 \times 6) + £25 = £32.50 + £25 = £57.50$ 

# 4. BOOK STOCK AND CONSIGNMENT

- 4.1 Books are supplied by the Author on a sale or return basis.
- 4.2 The Author agrees to supply a minimum of three (3) and a maximum of ten (10) copies per title.
- 4.3 The Book Dragon will display books in a manner it deems appropriate and reserves the right to rotate stock.
- 4.4 The Book Dragon will take a retailer commission of 32.5% of the retail price for each book sold, with the remainder paid to the Author.
- 4.5 Royalties for book sales will be paid every six (6) months via direct bank transfer or PayPal.
- 4.6 Unsold books will be returned to the Author at the end of the 12-month membership period, subject to the conditions specified in Section 5.4 regarding books shipped from outside the UK.

#### **5. SHIPPING AND DELIVERY**

- 5.1 All books must be delivered to: The Book Dragon Ltd 6 West Row Stockton on Tees TS18 1BT
- 5.2 The Author is responsible for the cost of initial shipping/delivery to The Book Dragon.
- 5.3 The Book Dragon will reimburse shipping costs for restocking of titles that have sold, upon receipt of proof of shipping expenses.
- 5.4 For author copies shipped from Amazon or any location outside the UK:
  - The Book Dragon will not provide return carriage at the end of the agreement
  - The Author may arrange their own collection of unsold books
  - Alternatively, the Author may nominate a UK-based charity to receive donated books

### **6. AUTHOR RESPONSIBILITIES**

- 6.1 The Author warrants that they are the sole owner of the copyright in the book(s) or have full authorisation from the copyright owner to enter into this agreement.
- 6.2 The Author shall be solely responsible for the content of their book(s) and warrants that the book(s) contain no material that is libelous, defamatory, or violates any intellectual property rights or privacy rights of any third party.
- 6.3 The Author is responsible for the accuracy of all information provided to The Book Dragon, including book descriptions, author biography, and pricing.
- 6.4 The Author is responsible for ensuring all books are in saleable condition when delivered to The Book Dragon.

# 7. INDEMNIFICATION

- 7.1 The Author agrees to indemnify, defend, and hold harmless The Book Dragon, its officers, directors, employees, agents, and representatives from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to:
  - Any breach of the Author's warranties or obligations under this Agreement
  - The content of the Author's book(s)
  - Any claim that the book(s) infringe upon the rights of any third party

#### 8. LIMITATION OF LIABILITY

- 8.1 The Book Dragon shall not be liable for damage to or loss of the Author's books due to fire, water damage, theft, or any other cause beyond reasonable control.
- 8.2 The Book Dragon's maximum liability to the Author under this Agreement shall not exceed the total value of the books consigned by the Author.
- 8.3 The Book Dragon shall not be liable for any indirect, special, incidental, or consequential damages.

### 9. TERMINATION

- 9.1 The Book Dragon reserves the right to terminate this agreement immediately if:
  - The Author breaches any term of this agreement
  - The Author engages in behavior that damages the reputation of The Book Dragon

The Book Dragon Ltd: Standard Membership Terms & Conditions

• The book(s) are subject to legal action or credible allegations of copyright infringement

9.2 Upon termination, all unsold books will be returned to the Author, and the Author will remain liable for any outstanding fees.

# **10. GENERAL PROVISIONS**

- 10.1 This Agreement represents the entire understanding between the parties and supersedes all prior agreements.
- 10.2 No modification of this Agreement shall be valid unless in writing and signed by both parties.
- 10.3 If any provision of this Agreement is found to be unenforceable, the remainder shall continue in full force and effect.
- 10.4 This Agreement shall be governed by the laws of the United Kingdom.
- 10.5 The Book Dragon reserves the right to amend these Terms and Conditions with 30 days' notice to the Author.

By signing below, the Author acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.

Author Name:	
Author Signature:	
Date:	
The Book Dragon Ltd Representative:	
Signature:	
Date:	

