

## Publishing Agreement FAQs

Congratulations on having your manuscript accepted for inclusion on the BNBS website. The Publishing Agreement forms the basis of the contract between you and Live It Publishing for the promotion of your manuscript on the BNBS website and future publication by Live It Publishing's imprint, Britain's Next Bestseller. We hope this document answers some of the questions you may have in relation to the Publishing Agreement.

### **What rights am I giving to you?**

You are giving us the exclusive right, for a period of 5 years, to publish and sell your book, in any format, across the world. We will publish your book first in print, then as an ebook and then pursue other publishing opportunities and the sale of subsidiary rights.

### **What happens to the copyright of my work?**

Your book is the product of your sweat and tears so it is only fair that the copyright should remain with you. Unlike many big publishers, we do not buy copyrights. What you agree to by signing the Publishing Agreement is to give us the exclusive right to publish the book for 5 years, in all formats, across the world, in return for a royalty rate on sales. You retain the copyright to your work at all times.

### **Why is the Agreement only for 5 years?**

Most publishers issue their contracts for the length of the copyright which means 70 years after the death of the author. We feel that it's excessive to tie an author and their beneficiaries in for that long! We have opted for 5 years which we believe is a reasonable length of time for us to make a success of your book. And if we haven't made a success of it in that time then we certainly shouldn't be holding you to a contract for another 70+ years! We do of course hope that if you love working with us as your Publisher then you will be happy to renew your contract after 5 years.

### **Can I negotiate the contract?**

The clauses contained within our Publishing Agreement are fairly standard to all major publishers and have been drafted by publishing lawyers. Some of the clauses exist to protect you and some exist to protect us. The Publishing Agreement has been created to suit a broad range of authors and to reflect Britain's Next Bestseller's unique business model. We do not believe it would be fair to offer different authors different terms. Can you imagine the chaos if every author wanted something written slightly differently? You can of course seek legal advice in relation to the suitability of the Publishing Agreement for your needs or look online at other publishers' contracts as a comparison. However, please note that BNBS only offers one contract with one set of royalties, etc. and therefore we are not in a position to negotiate on the contract.

### **How do I sign the contract?**

Our authors will be sent the contract via the Adobe secure online system.

**So does signing this Agreement guarantee that you will publish my book?**

Our offer to publish your work is conditional on you hitting (or exceeding 😊) your target. If you don't hit your target you walk away with your manuscript and all your rights and are free to publish elsewhere. In some exceptional circumstances, and at our discretion, we may still offer an author a publishing agreement even where they have not attained the target (at no cost to the author). There are a few reasons where we might not publish your book, even if you do hit the target, for instance if we are advised by our legal representatives that the content is libelous or if we discover that your manuscript is not complete/fully edited; and you refuse to change it. Ultimately though, we want to publish books so we will work with you to help you hit your target and get your book published.

**Why won't I get an advance?**

The truth is that most unknown authors only get a tiny advance (£250-1,000) from publishers (if anything at all). And those that do get an advance usually don't see any financial return beyond that as future book sales are deducted from the advance on royalties that they receive. Also advances are usually paid to help an author out financially whilst they write their book. In this case, your manuscript is already complete and we will aim to turn it around very quickly. We prefer to keep things very simple. You don't get an advance but for every copy of your book sold during the campaign period, above and beyond your pre-order target, you will receive 50%. This amount is uncapped!

**Is the royalty rate fair?**

We believe we offer some of the best royalty rates in the world. The average royalties paid by traditional publishers varies between 7-12% of net receipts for printed books and usually a bit more for ebooks. We offer a flat rate of 50% net receipts for both printed and ebooks. If you choose the self-publishing or vanity publishing route you might make a bit more per book sold but do you really want to deal with all the admin, sales, distribution, etc?

**Why does my manuscript need to be complete and fully edited?**

The basis of BNBS is to offer readers access to new books. Your book needs to be finished and ready to go to print because as soon as you reach the end of the pre-order period we will need to start work to get your book to print within 12 weeks. This would be impossible to do if we had to spend weeks editing your book, months seeking permissions for copyright, etc. The only way we can guarantee to your readers a fast turnaround of your book is by working with completed manuscripts.

**Does the Publishing Agreement guarantee that my book will become a bestseller?**

We would love to give you that assurance. And our business model is built on the basis that some of our BNBS authors will become bestsellers. However, the publication of a book is in no way indicative of its future success in terms of sales or that it will be stocked by any specific retailer. It is regularly reported that the average book sells between 300-700 copies in its lifetime! By achieving your target you will already be well on your way to surpassing the 'average' and our aim is to use new technologies, new media and business concepts to redress the power balance and allow readers to create the bestsellers of the future. And the more popular your book is the more marketing and promotion resources we will commit to helping your book achieve its fullest potential.

**What are author warranties and indemnities?**

In this section of the Publishing Agreement you are confirming to us that you have written the manuscript, that you haven't had it published before, that there is nothing stopping you from having it published and that you're not 'hurting' anyone with what you have written, etc.

**Can I come out of the within 5 years Agreement if I'm not happy with BNBS?**

A publisher is only successful by publishing and selling books. The Agreement offers you, the Author, a number of Clauses through which the Agreement can be terminated – for instance, if we're not doing what we said we would or if your book is out of print. We aim to enjoy positive, professional relationships with our Authors and to help our Authors achieve success with their books. We would hope that if there was a problem, in the first instance you would contact us with your concerns so that we can do our best to rectify the situation.

Do let us know if you have any other general questions about the Publishing Agreement – you can contact us at [submit@bnbsbooks.co.uk](mailto:submit@bnbsbooks.co.uk).