

## SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is made between Equip Publishing House (the “**Publisher**”) and You (the “**Author**”). The Publisher and the Author may be referred to collectively as the Parties. Failure of either party to comply with the terms and conditions herein may result in the termination of the contract. The “**Work**” in this agreement refers to your published book. The terms and conditions shall only be valid when you (the “**Author**”) agree by signing this form in its designated signatory page.

### 1. NAME, DESCRIPTION OF SERVICE AND SERVICE INCLUSIONS

The following is a list of services that will be performed wholly, or in-part according to each client’s specific needs, objectives, and agreed upon package. There is no guarantee of immediate results upon employing any of the services listed below.

- a. Black & White or Full-Colour publishing packages. These may include additional services such as editorial, design, printing type, and marketing & distribution services.
- b. Creating a responsive, interactive, and SEO-supported website.
- c. Social Media Account Management Service

### 2. WARRANTIES

The Author represents that he or she is the sole author of the Work and is the owner of the copyright to all of its contents; that he or she has not engaged in plagiarism and that the Work, if fiction, represents no real event or person(s) that could in any way be deemed libellous and that, if non-fiction, does not misstate or omit any fact which would libel any person(s) or result in a person(s) being placed in a false or damaging light; and that the Work does not infringe the copyright, trademark or privacy of any third party; and that he or she is owner of any trademarks and/or trade names associated with the Work; that the Work does not constitute obscenity or hate literature and that the author has the right to enter into this Agreement.

Author further represents and warrants that s/he is eighteen years of age or older. If Author is under the eighteen years of age, then Author represents and warrants that Author’s parent or legal guardian is executing this Agreement and assuming all liability for the warranties and responsibilities set forth herein.

### 3. DISCLAIMER OF WARRANTIES

Equip Publishing House does not guarantee sales success from the services provided. Equip Publishing House is not liable for any level of achievement or failure of his/her work, may it be directly or indirectly related to the purchase and use of our products and services.

### 4. INDEMNITIES

The Author agrees to indemnify, defend, and hold harmless Equip Publishing House, its employees, shareholders, directors, partners, representatives, successors and assigns of, from any and all manner of claims, liabilities, damages, losses, expenses (including attorney's fees), awards, and judgements resulting from claims of third parties regarding ownership, libel, slander, plagiarism, privacy violations, copyright infringement, misappropriation, and similar claims arising from publication of the Work. Equip Publishing House may be represented in any proceeding by counsel of its choice; the Author may retain additional counsel at his or her own expense.

### 5. PERMISSIONS

The Author agrees to obtain all permissions that are necessary for the use of materials copyrighted by others. The cost of providing these permissions shall be borne by the Author. Permissions shall be obtained in writing and copies shall be provided to Equip Publishing House when the manuscript is delivered.

### 6. COPYRIGHT AND TITLE REGISTRATION

Both parties, Equip Publishing House and the Author, have the right but not the obligation to register the Author's copyright for the completed WORK with the Copyright Office. According to the Copyright, Designs and Patents Act 1988, the rights to all design and art work, including but not limited to photography and or illustration created by independent photographers or illustrators retained by Designer, or purchased from a stock agency on your behalf, remain with the individual designer, artist, photographer or illustrator. Unless a purchase of All Rights (A Buyout) is negotiated with Designer and/or his/her authorized representative, you may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated. If you wish to use the design we have created and/or the images within it for another purpose or project, including a reprint or exhibition, you must contact us to arrange the transfer of rights and any additional fees before proceeding. If printing or other implementation is done through your vendors, you agree to return to us all our original mechanicals and artwork (slides, prints, drawings,

separations, etc.) within two weeks, and to provide us with printed samples of each project. We reserve the right to photograph and/or distribute or publish for our company's promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our portfolio, firm newsletter, brochures, slide presentations and similar media.

## 7. ROYALTIES & PRICING

The author receives 100% royalties based on the sales of the author's book.

## 8. TERMINATION AND REFUNDS

Author or the publisher may terminate this Agreement by giving the other party a 30-day written notice transmitted via U.K. mail to the respective addresses provided by either publisher or author. If the Agreement is terminated by Equip Publishing House, any publishing fees will be refunded in full (or applied against any outstanding amounts in the author's account) minus 10% shipping and processing fees.

If the Agreement is terminated by Equip Publishing House due to a breach by Author of this Agreement, no fees shall be refunded. Equip Publishing House reserves the right to seek compensation for work performed in the event of breach. The author retains the copyright for this work, and no part of this Agreement diminishes the author's rights to this work.

### Refund Policy is explained as follows:

#### E. Publishing Packages:

##### E1. Before Submission of the Manuscript\*

- ✓ 0 - 30 calendar days after the purchase: 100% of total purchase price less £150 or 10% of the total purchase price (Administrative/Processing Fee), whichever is higher.
- ✓ 30 - 60 calendar days after the purchase: 25% of total purchase price will be refunded.
- ✓ More than 60 calendar days after the purchase: No refund will be issued.

##### E2. After Submission of the Manuscript\* but Before Giving Final Approval (manuscript must pass content evaluation):

- ✓ After submission of the Manuscript\* but before actual work begins: 25% of total purchase price will be refunded.
- ✓ After actual work begins but before giving final approval: 10% of total purchase price will be refunded.

##### E3. After Author Has Given Final Approval of the Work: No refund will be issued.

**\* Submission of the Manuscript is defined as when Author first submitted to Equip Publishing House any text or images (sent via mail or electronically) intended for publication.**

**\* Manuscript means any text, images, or multimedia content.**

#### **P. Marketing Services:**

##### **P1. Before the Start of Fulfilment of the Marketing Service/s:**

- ✓ 0 - 30 calendar days after the purchase: 100% of purchase price, less £150 or 10% of the total purchase price (Administrative/Processing Fee), whichever is higher.
- ✓ 30 - 60 calendar days after the purchase: 25% of total purchase price will be refunded.
- ✓ More than 60 calendar days after the purchase: No refund will be issued.

##### **P2. After the Start of Fulfilment of the Marketing Service/s:**

- ✓ No refund will be issued.

#### **H. Services that are Non-refundable Under Any Circumstances:**

- ✓ Book Reviews
- ✓ Websites
- ✓ Social Media Advertising

**\* Instalment Processing Fee is non-refundable in all purchases under Payment Plan/s.**

The Author understands and agrees that the fee (partial or full) for the services under Section H is non-refundable under any circumstance since the Publisher is working with other vendors for its fulfilment. The Author is not entitled to a refund once the agreement is signed and the service has already started.

## 9. TERMS AND EXCLUSIVITY

This Agreement is non-exclusive; the Author retains the copyright for this Work and may enter into other publishing agreements. Either party has the option to terminate the Agreement at any time, with or without cause. If the Agreement is terminated by the Author prior to publication, publishing fees less any fees for pre or post publication services such as page layout or any add-on service already fulfilled, will be refunded (or applied against any outstanding amounts in the Author's account.) If the Agreement is terminated by Equip Publishing House, all publishing fees will be refunded in full (or applied against any outstanding amounts in the Author's account). Publication fees are defined as those fees directly associated with disk and/or paper manuscript submission. Fees related to other pre or post publication services, such as data entry, corrections, cover design, image processing, or book sales, are not refundable. Fees for the publication of subsequent editions of the Work are not refundable. If the Agreement is terminated by Equip Publishing House due to a breach of Agreement by Author, no fees shall be refunded.

## 10. NOTICES

All notices to Equip Publishing House must be sent in writing to *17 Maresfield Drive, Stafford, Staffordshire, United Kingdom, ST16 3UH*. All notices to the Author shall be in writing to the address specified by the Author.

## 11. COMPLETE AGREEMENT

This written Contract contains the sole and entire Agreement between the parties and shall supersede any and all other prior agreements between the parties. This Agreement may not be modified or amended except in writing signed by the party against whom such modification or amendment is sought to be enforced.

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## ACKNOWLEDGMENT AND AGREEMENT OF CONTRACT

I have read, agreed, and understood the Service Contract Agreement in its entirety.

**Name of Author**

**Street Address**

**City/State/Postal**

**Phone**

**Email**

**Signature**

**Electronically signed**

**Date Signed**