

General Terms of Service v3.4



1.0 Opening Schedule

1.1 Contractor

Amanda Greenslade trading as *Australian eBook Publisher*, a business located in Brisbane, Queensland, Australia with ABN 50 134 480 116.

1.2 Client

An entity that has agreed to engage the services of the Contractor, either by accepting a written quote via email or any other verbal or written communication.

1.3 Project

The Contractor will supply services and creative assets to complete a "Project" based on the specifications in one or more Quotes supplied by the Contractor to the Client. The Contractor will use written content, images and multimedia supplied by the Client, as per the Quote.

Each Project may consist of more than one Job. For example, in the Project "Novel by Joe Blogs" Job 01 might be the editing, Job 02 might be the book design and Job 03 might be the marketing.

The 'project coordinator' is an employee of the Contractor in charge of any given Job.

1.4 Cost

The Project will be completed for the fixed fee shown on the Quote(s) with the exception of any extraneous work, which is charged at the Contractor's hourly rate including GST. Each Project may comprise more than one Job and each Job will usually be represented by one Quote.

2.0 Payment Terms

All amounts are in Australian dollars unless stated otherwise.

The Contractor accepts payment via bank deposit, credit card—MasterCard of Visa, cheque or PayPal (fee applies).

2.1 Accounts

The Contractor offers a 7-day account on most invoices. If the Client is unable to pay by the due date, or the Client would like the due date to be changed, the Client must inform the project coordinator.

When making a payment via bank deposit/bank transfer (internet banking or at a branch) the Client must **use the applicable invoice number as the reference** and inform the project coordinator by email that the payment has been made.

2.2 Pre-quoted Services

Work will commence on your pre-quoted services (if applicable) after you have paid a deposit invoice. The Contractor will raise progress invoices at intervals of its choosing throughout the Client's project timeframe. *Australian eBook Publisher* has staff and suppliers to pay, so the finance team usually sends invoices that keep pace with work. In other words, Clients can expect to be paying for the work soon after it is done.

The Contractor does not usually release the final files (eg. PDF, ePub, mobi) until all invoices have been paid. This policy is necessary as the Contractor is often working with new Clients. As it is a small business, it is a standard policy of *Australian eBook Publisher's* not to offer trade credit even to established customers.

2.3 Hourly Rate

The Contractor's work done on an hourly basis (not pre-quoted) will be charged at the following rates, unless stated otherwise in the Client's contract (if any):

\$77/hr inc GST—All services except publishing consultation
\$88/hr inc GST—Publishing consultation

2.4 Release of Files

It is the Contractor's standard policy to ensure invoicing, and payments of those invoices, keeps pace with work that is done. The Contractor's admin team usually tries to ensure that invoicing stays slightly ahead of actual work done, but in cases where work gets ahead of invoicing, the Contractor's standard policy is to hold on releasing any files until all unpaid invoices are paid.

2.5 Refunds

Refunds shall not be issued. In extraordinary circumstances the Client may put a request for a refund, or send comments or complaints, to the Managing Director, Amanda Greenslade, who will take appropriate action.

2.6 Regular Payment Fees

The Contractor does not charge any fees for payments made via direct transfer (internet banking or at a branch) however due to the fees imposed upon the Contractor, the Contractor does charge the following:

PayPal Payment Processing Fee

There is a 3% surcharge to account for PayPal processing fees on top of your invoice.

Overseas Payment Fees

As there is currency exchange and/or bank fees involved in accepting overseas payments through banks, your quoted amount will appear on the invoice along with an additional AUD \$25 fee.

To find out how to make a payment from overseas please request the complete "Payment Terms" document.

2.7 Overdue

If the Client has an overdue invoice, the Contractor reserves the right to stop work until it has been paid. The Contractor may withhold any and all files relating to the Project until the Contractor has been paid in full for any and all services provided. The Contractor does show grace when valued Clients contact the Contractor about genuine financial difficulty, however, if the Client chooses to continuously pay late the Contractor will implement a late fee of 8% per month.

2.8 Taxation

Invoices to Australian entities will include GST. Invoices to overseas entities will be classed as export sales and will not include GST.

3.0 Communication Terms

- (a) While the Contractor is working on the Project, the Client will be available to work directly with the Contractor by email and phone within a reasonable timeframe—i.e. the Client will take no more than seven (7) days to respond to each communication, e.g. supply files, make decisions, pay or raise disputes with invoices, etc.
- (b) Face-to-face or postal communications are not included in the Project Scope and will incur additional charges.
- (c) If the Client does not respond to the Contractor within the reasonable timeframe stated above in (a), the Contractor reserves the right to charge extra for the time required to secure such communications, files, decisions, contracts, invoices, etc. that are needed for the continuation of the Project.
- (d) The Client will keep the Contractor up-to-date on its full contact details during the Term.
- (e) The Client grants to the Contractor permission to subscribe the Client's email address to the Contractor's email newsletters and include the Client's details on the Contractor's databases and mailing lists.
- (f) The Contractor will provide regular (eg. at least monthly) updates on the Contractor's progress and the opportunity for the Client to comment and make changes to the working plans, documents, designs, web pages etc. unless the Contractor is waiting for the Client to supply or acknowledge something, for example text, images, changes, approvals or other files needed for the Project.

4.0 Intellectual Property Terms

4.1 Layout Files

The working layout files (working design and project files such as .doc, .docx, .psd, .indd, .ai and font files) remain the property of the Contractor and do not have to be released to the Client unless the Contractor agrees to do so for a fee.

4.2 Moral Rights and Credits

Unless otherwise agreed, the Client will refer to "Australian eBook Publisher" and the name(s) of the editor(s), designer(s) and/or illustrator(s) they work with (employees of the Contractor) as the editor(s), designer(s) and/or illustrator(s) of the Project in the publishing details page of, or copyright information about, the Project and in publishing meta-data. The Client may also, if it chooses, refer to the editor(s)', designer(s)' and/or illustrator(s)' name(s) in general marketing material about the Project.

4.3 Copyright and Intellectual Property Rights

- (a) The copyright in the document and any supplied images remain with the Client and/or the original copyright owner of the content.
- (b) The copyright in
 - i. original illustrations
 - ii. copywriting
 - iii. final design and layout (final, not working) files such as a .PDF or .ePub
- (c) made by the Contractor as part of the Project (i.e. during charged time to the Client) is assigned to the Client upon payment of the final invoice for the Project.
- (d) The Contractor will adhere to the copyright laws of Australia, taking steps to keep records of the sources (and permissions for the use) of any other creative property for the Project. The Contractor will also insert a written credit for the copyright owners of the other creative property if required.
- (e) If the Contractor decides that the Project requires the purchase or use of other creative property [eg. a stock image], it will either pay for the rights itself or obtain approval from the Client prior to making purchase and subsequently include a fee for this on an upcoming invoice.

- (f) If an image, or any other content incorporated in the project, is found to be a legal problem or copyright-violation of some kind, the Client is fully responsible for any expenses relating to the legal issue and/or in paying for changes, reprinting or sourcing replacement content.
- (g) Either party may remove such content with notice to the other.

5.0 Editing Service Terms

- (a) The Contractor will supply to the Client a Final Microsoft Word document(s) with changes tracked using Microsoft Word's Tracked Changes (Review Tools) after all payments have been made.
- (b) It is the Client's responsibility and task to go through the comments and tracked changes embedded in each round of editing (i.e. in each edited Microsoft Word Document the Contractor supplies). The Project does not include tech support or training in how to use tracked changes. For more on tracked changes the Client should look up the help files for their version of Microsoft Word and/or do a free online course.
- (c) The editing process is best completed by a unified team, with the writer and the editor each taking turns to read right through the manuscript at least two times, for optimal results, and communicating with each other throughout the project. The Client should refer to the Contractor's quote and emails for the number of passes/stages the Client has agreed to engage the Contractor to complete.
- (d) The Contractor does not guarantee that the completed Project will be 100% error free, however the more stages the Contractor is involved in, the less errors will remain. The final responsibility for the quality of the Project is, and will remain, with the Client.
- (e) Where editing services are followed by design services, the Contractor reserves the right to charge for editorial changes after the Client has approved the content and design has commenced. Regardless of who discovered an error, after design services commence changes shall not be made free of charge even if it could be argued that the Contractor should have picked them up during the editing stage.

6.0 Design and Print Service Terms

6.1 Supply Printed Copies of Design

Except where the Contractor is arranging print on demand for the Client, the Client will supply two (2) copies of the final print edition of the Project, if any, to the Contractor without charge to the Contractor.

6.2 Content Changes

The Contractor may make minor changes to the Project without notifying the Client, however it will track and communicate about all major changes, for the Client to decide whether to action or not.

6.3 Contractor's Liability

The Contractor shall not be held liable for anything relating to the content or production of the Project.

6.4 Book Projects

- (a) If this Project is culminating in a book being printed the Client will at all times expect to have to allow time and budget for
 - i. printing proofs to be shipped (if digital galleys are insufficient)
 - ii. printing specifications to be confirmed
 - iii. final print run to occur and be shipped (eg. *At least:* 60 days for offset printing, 10 days for print-on-demand in black and white, 30 days for print-on-demand in full colour).
- (b) The Contractor accepts no responsibility for unexpected differences between the design and the printed book, especially print on demand, however the Contractor will work with the

printer, on the Client's behalf, to secure replacements of any defective copies.

7.0 Ebook Service Terms

- (a) If this Project is culminating in the distribution of an Ebook (epub and/or mobi files) and the Client reviews Ebook drafts, and requests changes based on this review, the review must have been done on electronic devices purpose-built for Ebook reading that are applicable to the method of distribution chosen [to accurately simulate the end user experience].

It is not possible or relevant to check ebook drafts in printed form. Only an experienced ebook-checker should use desktop computer applications, such as Adobe Digital Editions, to check their ebook files. All others should look at the device(s) where their ebook will be purchased (eg. an Apple iPad, a Kindle Paperwhite).

- (b) If there are changes, including but not limited to software updates or selling page display changes, by ebook vendors, at any time, that render the Ebook functionally bugged, aesthetically flawed, or affected negatively in the Client's view, the Contractor is not obliged to take any action, however if it does it will charge for its services to restore the Ebook to its original functionality or look, or improve the Ebook or bring the Ebook up to the latest requirements, when and if possible.

Included in most ebook quotes and packages

Our ebook quotes and packages will be based on the genre of your book, the number of words and the type of ebook files you require. They will always include inserting the provided cover image and meta-data into the ebook files, ensuring the files are valid, and making them ready for publication. Australian eBook Publisher's ebook quotes and packages include any number of headings, paragraphs of text, bulleted and numbered lists, and existing external hyperlinks (website addresses).

Not included in most ebook quotes and packages

Unless specified on your quote as an inclusion, the following services can be provided extraneous to your quote, for a fee to be negotiated with *Australian eBook Publisher*.

- Images, graphs, flow charts, break-out boxes, pull quotes, tables, backgrounds. These are charged depending on number, size and other specifications. Backgrounds are only possible in fixed layout ebook files.
- Changes, major or minor (such as fixing typos that were in your original manuscript) to the print layout or ebook files. These are called "content changes" and are billed as "extraneous" to your quote at our hourly rate.
- Sourcing print quality images, paying for rights, investigating image licenses, keeping records of copyright releases, invoices, permissions etc.
- Purchasing fonts or font licenses (eg. for the purpose of using them in your printed book design and/or embedding them into your ebook files). Nb. this is not usually necessary as we have access to large bank of fonts through Adobe Creative Cloud (Type Kit).
- Embedding large numbers of fonts (eg. more than 6)
- Ensuring all hyperlinked websites are valid. If not you will have to pay extra for us to fix the epub file (if applicable) because when you (or we) try to load it to Apple, for example, they will reject it if it contains links to bad URLs (websites that do not work or that are now link farms).
- Music or math symbols.
- Multimedia features such as video, audio and media overlay. See [Enhanced Ebooks](#).
- Checking auto-generated sample ebook files (on vendors)
- REFLOWING EBOOKS ONLY: creating custom sample ebook files.
- Coming up with meta-data and other marketing information. See [Book Marketing](#).
- Sales and pricing strategies. See [Book Marketing](#).

- Marketing services (advertising, social media, graphic design etc.). See [Book Marketing](#).
- Reading, proofreading or editing your manuscript. For efficiency (and affordability) this should be completed before ebook conversion commences. See [Editing](#).
- Fixed layout formats (FL epub, Mobi KF8, iBooks Author, Kindle Interactive and PDF).
- Highly complex layout features. See www.australianebookpublisher.com.au/ebook-formatting.php#complex
- References. Includes footnotes, end notes, cross references to other pages, index, mini Tables of Contents or linked page-numbered lists. These are charged as extras. This is usually done on an hourly basis.
- Glossary
- Extensive formatting or editing improvements. Eg. many changing paragraph styles not already styled in Word, punctuation (such as quote marks, brackets, em dashes), capitalisation, consistency of bold and italics, spacing, including leading (space between the lines) and paragraph spacing, colouring of text, paragraph formatting (block vs indented etc.), alignment of lists or other formatting.
- Developing, testing and QA for Amazon Kindle App for iOS. Kindle App for iOS is used by readers, however, it is not possible to properly test and QA ebook files for this app. Instead we must develop and test the mobi file for Kindle devices.
 - i. We do not support any testing done via the Kindle App for iOS because Amazon modifies mobi files after they are published, and this may change aspects of it for the Apple iOS platform. Amazon ebook files with anything other than ordinary body text and headings, and in fonts already installed on Apple devices, will not render properly when forced through (side loaded) into the Amazon Kindle App for iOS. We have recognised problems with fonts, table lines, image resolution and more, which we have deemed are not testable for the Kindle App for iOS.
 - ii. We will charge extra, at \$70/hr+GST, to deal with any enquiries, comments, questions, concerns or complaints raised by our clients to do with the Amazon Kindle App for iOS.
 - iii. We may not be able to resolve your issue, and reserve the right to opt-out of Amazon Kindle App for iOS testing of mobi files at any time.

Instead please check your mobi file using Amazon Kindle previewer.

There is no way to reliably test how a mobi file will look and function on an Apple device (in the Kindle App) prior to uploading it through Amazon Kindle (release for sale). Again, we will charge extra to deal with any problems found at that point.

Amazon and Apple are tech giants and they are rivals. We can only develop and quality control what we are able to test. If you would like FULL TESTING and Quality Assurance after publication on Amazon, we can do this, for the extra charges mentioned.

8.0 Marketing Service Terms

- (a) If this Project, or related extraneous tasks, include any marketing services provided by the Contractor to the Client, the Contractor does not guarantee results or sales and the Contractor accepts no responsibility for the effectiveness of any action taken or not taken as a result of its marketing plans, consultation or advice.

**For Full Marketing Service Terms
please request the Marketing Terms of Service PDF.**

9.0 Other Terms

9.1 Third Parties

Third parties that the Contractor is to work with must be approved by the Contractor and if applicable, the Client should communicate effectively with the Contractor to establish authority and responsibilities and, if applicable, to ensure the Contractor is comfortable working with the third parties.

The Contractor may engage external parties, services, companies, employees, sub-contractors or any other type of assignee to contribute to and/or complete the Project, as long as the Contractor oversees and remains responsible for the Project, without notice to the Client.

9.2 Confidentiality

Any sensitive information or company or personal user names and passwords supplied by either party to the other will remain confidential.

9.3 Self-promotion

The Contractor is entitled to publically refer to the Client as one of its clients, and use examples of the Project for its own marketing purposes and in individual designers' portfolios.

9.4 Jurisdiction

The laws of Queensland, Australia, apply to working with the Contractor, and the parties submit exclusively to the courts of that jurisdiction.

9.5 Invalid provisions

If any provision of these Terms of Services is ruled by a court to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision or part provision of these Terms of Service.

9.6 Waiver

Any delay or failure to enforce any rights in relation to a breach of these Terms of Service by the other party will not be construed as a waiver of those rights.

Further Information

If you have any comments, questions or concerns about these Terms of Service please contact the Managing Director, Amanda Greenslade via email or phone to discuss. Contact details can be found here: <http://www.australianebookpublisher.com.au/contact-us.php>