

## Terms and Conditions

### **1. Definitions and Law:**

1.1. In these terms and conditions, the following words shall have the following meanings;

1.1.1. "The Infinity Circle Limited (trading as Storm Rhino Publishing)", "Storm Rhino Publishing", "Storm Rhino", "Rhino Publishing", "The Publisher", "The Seller", shall mean Storm Rhino Publishing and/or any part thereof.

1.1.2. "Book", "Paperback", shall mean the physical paperback (sometimes hardback) edition of a story that is sold by Storm Rhino Publishing.

1.1.3. "The Author" shall mean the person who signs the publishing contract and has created the Work. Any person purporting to act on behalf of the Author shall be bound by the contract.

1.1.4. "The Work" shall mean the story that the Author has created and is the sole owner of. It also refers to the story by any creator that is submitted for services use but whereby the creator does not sign a publishing contract.

1.1.5. "The Customer," "The Client" shall mean the person who purchases books and/or purchases services.

1.1.6. "The Freelancer," "The Freelance Worker," "Freelancers" shall mean person(s) who have signed Service Level Agreements with Storm Rhino Publishing and essentially work for the Publisher to supply additional levels of services to Authors.

1.1.7. "Services" shall mean any works and/or services which Storm Rhino Publishing is to supply to the Customer - sometimes through to use of Freelancers.

1.1.8. "Conditions" shall mean these terms and conditions and any other special conditions.

1.1.9. "Contract" shall mean the contract between Storm Rhino Publishing and the Client for the sale of services or books to the Client, comprising of these terms and conditions.

1.2. The Contract shall be interpreted and applied in accordance with English Law and the parties to this contract agree to submit to the exclusive jurisdiction of the English Courts.

1.3. The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

### **2. Services Purchase Terms:**

#### 2.1. Quotations and Confirmations

2.1.1. Quotations are given based on which category the word count of the Work fits in to in multiples of 1000. The word count of the Work will be rounded up to the nearest 1000 when 500 or above and down when 499 or below. All quotes are valid for 30 days.

2.1.2. Quotations from Freelancers to Clients will be relayed via the Publisher but the rates and fees are set by the Freelancer and are not bound by the Publisher rules.

2.1.3. Quotation requests sent by the Client shall only bind the company or Freelancer and the Client when confirmation and acceptance in writing has been signed by both parties.

2.1.4. When a quotation is accepted by the Client, it must be paid in full [by the Client] before the Publisher or Freelancer will undertake the Service.

2.1.5. Confirmation of quotations indicates the Client's agreement to the terms and conditions.

#### 2.2. Charges and Payments

2.2.1. Charges are issued to the Client in the form of an invoice after they accept a quotation from the Publisher or from the Publisher on behalf of a Freelancer. The Client is liable to pay the charges before the Service can be given.

2.2.2. There are no time limits for payment, but work cannot be carried out until after payment is received by the Publisher in full from the Client.

2.2.3. Certain Services can carry additional charges for re-working and will be sent to the Client via a new invoice. These charges must be paid in full before re-working can commence.

2.2.4. All Services provided are non-refundable. The details of the work to be done are laid out in the quotation which is accepted by the Client before payment. Acceptance of the quotation and payment for the Service indicates the Client's acceptance to the terms. Charges cannot be refunded if the Client later changes their mind about what they want from a Service. Quotations should not be accepted until the Client is completely happy.

## 2.3. Services Period

2.3.1. Services provided by the Publisher or Freelancers are not bound by time limits. It is the duty of Storm Rhino to update the Client about progress and to give estimates for completion of work, but Services are so varied for each Client, that no standard fixed-timeframe guarantees can be entered into.

2.3.2. The Client is under no obligation to follow time limits with regards to reviewing work carried out by the Publisher or Freelancer. Further work cannot be carried out until the Client accepts the work already done, but there are no time restraints for how long the Client can hold their own Work for review.

2.3.3. The context of the Work remains the sole property of the copyright owner, or the Author before, during and after its submission to Storm Rhino for work. Any artwork or illustrations created by Storm Rhino for the Work remain the sole property of Storm Rhino indefinitely. Any artwork or illustrations created by Freelancers for the Work remain the sole property of the Freelance Worker.

## 2.4. Permission to enter Services Contract

2.4.1. Written confirmation of the acceptance of a quotation from a Client grants Storm Rhino and/or the Freelancer the permission to carry out the requested Service(s) on the Work after payment is received. Acceptance of a quotation and payment for a Service supersedes any previous negotiations between the Client and Storm Rhino.

## 2.5. Cancellation of Services

2.5.1. The Client retains the right to retract an acceptance of a quotation for Services if payment has not already been made. The combination of acceptance of a quotation and payment binds the Client and Storm Rhino together in agreement. The Services requested will be carried out when payment is received in full. If payment is received then the Services requested will be carried out unless the Client changes their mind and requests the Service be ceased. A refund will not be payable in these circumstances. If payment is not received, the Services requested will not be carried out.

## 2.6. Client's Responsibilities

2.6.1. The Client has the responsibility to send written confirmation of the acceptance of a quotation if they wish for Storm Rhino or a Freelance Worker to carry out any work for them.

2.6.2. The Client has the responsibility to pay the required charge for the Services before the work will be carried out.

2.6.3. The Client has the responsibility to notify Storm Rhino if they are not happy with a quotation or if they do not wish to purchase Services before payment is made. Notification after payment will not result in a refund.

2.6.4. The Client has the responsibility to send Storm Rhino all the relevant information and files needed to carry out the work.

2.6.5. The Client has the responsibility to review any work carried out by Storm Rhino or the Freelancer and make any or agree to any relevant changes where necessary if asked to do so by Storm Rhino. (This primarily refers to proof-reading ahead of publication).

## 3. Paperback Purchase Terms:

### 3.1. Charges and Payments

3.1.1. Paperbacks will be priced at the discretion of Storm Rhino and may be subject to change over time as other related costs change (shipping, manufacturing).

3.1.2. Paperbacks fall within zero-rated VAT supplies and as such, will have no VAT price added to retail price.

3.1.3. Payments must be received from the Customer at the time of purchase. After payment is received, the goods will be ordered and shipped.

3.1.4. All paperbacks sold are non-returnable. Customers must be sure about their purchase before committing to payment. Storm Rhino is not responsible for paperbacks lost or damaged in transit (detailed in clause 3.2)

### 3.2. The Sellers Responsibilities

3.2.1. The Seller has the responsibility to post books ordered and paid for to the address given by the Customer.

3.2.2. The Seller has the responsibility to keep a record of posted books and the receipt of postage from the post office. This is acceptable proof that the Seller has posted the book.

3.2.3. The Seller does not have the responsibility to maintain the books condition during transit.

3.2.4. If the Seller posted the book, and can prove it by showing the Customer a copy of the postage receipt, the Seller is not responsible if the book does not arrive. The responsibility lies with the postal service and should be taken up with them.

## 4. Publication Terms:

### 4.1. Processes and Mandatory Services

4.1.1. The Author must sign the publishing Contract before Storm Rhino can begin efforts towards publication of the Work. The Contract outlines the details and obligations to be upheld by both parties. The Contract is in accordance to these terms and conditions. The Author has the responsibility to read both the Contract and these terms carefully before signing.

4.1.2. The Publisher (or an approved Freelancer) has to proof-read the Work before it can publish it. The Author must agree to, and pay the fee for proof-reading. The price of which for the Publisher package is calculated the same way as stated in clause 2.1.1. Freelancers vary. If the Author does not pay the fee, the Publisher has no obligation to publish the Work.

4.1.3. The Author has the responsibility to amend the errors found during proof-reading or authorise the Publisher to do it. The Publisher and the Author must agree on a final draft of the Work before publication.

4.1.4. The Publisher will provide an ISBN number and barcode to the Work that identifies it as a Storm Rhino Publishing title. This ISBN number is non-transferable.

4.1.5. The Publisher will make the Work available to buy in paperback format via the company website. Additional selling platforms may vary depending on third party rules and regulations.

### 4.2. Charges and Payments

4.2.1. Charges are issued to the Author in the form of an invoice after they sign the Contract from the Publisher. The Author is liable to pay the charges before the Services and publication can be given.

4.2.2. There are no time limits for payment, but work cannot be carried out until after payment is received by the Publisher in full from the Author.

4.2.3. Certain Services can carry additional charges for re-working and will be sent to the Author via a new invoice. These charges must be paid in full before re-working can commence.

4.2.4. All Services provided are non-refundable. The details of the work to be done are laid out in the quotation and Contract which is accepted by the Author before payment. Acceptance of the quotation, signing of Contract and payment for the Service indicates the Author's acceptance to the terms. Charges cannot be refunded if the Author later changes their mind about what they want from a Service. Quotations and Contracts should not be accepted until the Author is completely happy.

## 4.3. Publication Period

4.3.1. The initial Publication period is stated in the Contract as 12 months. Both parties must fulfil the obligations and duties laid out in the Contract for that period of time. When that time is up, the Author must sign a new Contract to renew the publication period.

4.3.2. If the Author does not sign a new Contract after 12 months, the Work is removed from the Storm Rhino Publishing website and will not be sold by Storm Rhino until a new Contract is signed.

4.3.3. The Contract is fixed for 12 months and can only be broken earlier if either party can prove adequately that the other has not fulfilled their required obligations.

## 4.4. Permission to enter Publication Contract

4.4.1. A signed publication Contract from the Author grants Storm Rhino the permission to carry out the required Services on the Work, (after payment is received), in order to publish the Work. Acceptance of the Contract and payment for a Service supersedes any previous negotiations between the Author and Storm Rhino.

## 4.5. Cancellation of Publication Contract

4.5.1. The Author retains the right to retract a request for publication if the Contract has not yet been signed or if the Contract has been signed but payment has not been made. Similarly, if no payment is received after the signing of a Contract, Storm Rhino retains the right to terminate the Contract until a payment is made.

4.5.2. Should the Author wish to nullify the publishing agreement prior to publication, but after works have been entered into, written notice must be served to the Publisher indicating such intent on behalf of the Author. Due to the fact that works would have already commenced for production, a cancellation fee will be deemed chargeable to cover any expense the Publisher has incurred which will not see a return solely due to the Author's cancellation. The Author's confirmation of their intent to nullify the publishing agreement signifies their acceptance of the aforementioned cancellation fee.

## 4.6. End of Publication Contract

4.6.1. When the publication Contract has reached the end of its predetermined life cycle (1, 2 or 5 years or otherwise stated) at its discretion, the Publisher may offer the Author the choice to renew the Contract under all previously mentioned terms or not.

4.6.2. When the Author does not choose to renew their publishing Contract, they may keep any and all electronic files sent to them during the publication process as they are watermarked; there is no requirement to destroy. Any artwork created for the Author remains the property of the Author but if reused, must be attributed to the Publisher or Freelancer as creator. The same rule is applicable for interior formatting of the content of the Work if reused in the identical format.

4.6.3. If the Work is published elsewhere, the ISBN number given by the Publisher cannot, under any circumstances be used as it remains the property of the Publisher.

4.6.4. If the Work is published elsewhere, the category symbols cannot, under any circumstances be used as they remain the property of the Publisher.

4.6.5. If a contract is not renewed, the Publisher retains the right to keep electronic files for the Work for record keeping but not for commercial use for one year following cessation of contract.

4.6.6. The Publisher retains the right to refuse sending an offer of contract renewal in circumstances where the Work shows no further viability for publication and/or has poor sustainability.

4.6.7. The Publisher retains the right to use discretion alongside sustainability data when determining whether to offer a renewal or not for the Work.

4.6.8. The Author retains the right to query the refusal of a renewal and offer solutions to improve/increase viability but the Publisher retains the right to make the final decision with no right of appeal permitted. The specific information used to determine sustainability is exempt from the Author query of refusal reasons.

4.6.9. In such instances as those described in 4.6.2., 4.6.6.-4.6.8., the Author and Publisher are both in agreement that Service(s) were carried out for the correct payment(s) at the time of purchase and therefore no financial losses can be claimed by either party due to nullification of contract at the time of cessation.

4.6.10. In the event of a non-renewal (via either of the previously described methods), the Publisher can offer

the Author the choice to buy all remaining stock held by the Publisher for the Author's Work. If the Author does not buy the remaining stock, it is the property of the Publisher who can choose what to do with it.

## 4.7. The Author's Responsibilities

4.7.1. The Author has the responsibility to send a signed Contract if they wish for Storm Rhino to carry out publication of their Work.

4.7.2. The Author has the responsibility to pay the required charge for Services before Storm Rhino will carry out the work.

4.7.3. The Author has the responsibility to send Storm Rhino all the relevant information and files needed to carry out the work.

4.7.4. The Author has the responsibility to review the work carried out by Storm Rhino or a Freelance Worker and make any relevant changes where necessary.

4.7.5. The proof-read is not necessarily conducted by qualified professionals and some errors can be missed. It is the responsibility of the Author to review and approve the final files before print. Any changes noted by the Author can only be implemented before the next batch of books is ordered.

## 4.8. The Publisher's Responsibilities

4.8.1. The Publisher has the responsibility to complete any Services paid for on the Work or make the necessary administration arrangements for a Freelance Worker to do so, and contact the Author with all the changes that are required.

4.8.2. The Publisher has the responsibility to ensure everything that needs addressing before publication has been done by the Author.

4.8.3. The Publisher has the responsibility to carry out any other Services for the Work from the list of available add-on services at the request of the Author and after payment is received.

4.8.4. The Publisher has the responsibility to make the Work available on the Storm Rhino Publishing website.

4.8.5. The Publisher **is not** responsible for the number of sales of the Work.

4.8.6. The Publisher **is not** responsible if reviewers do not get back in touch with the Author.

4.8.7. The Publisher **is not** responsible if retailers do not buy the Work.

4.8.8. The Publisher is responsible for providing retailers with copies of the Work if they request it and pay for it.

4.8.9. The Publisher is responsible to pay the Author their royalties at the end of each quarter if the total exceeds £10 (Great British Pounds). If the total at the end of a quarter is less than £10, then the amount will be aggregated to the following quarter.

## 5. Conditions Applicable to All:

### 5.1. Rights Reserved

5.1.1. Any failure by the Publisher to enforce any or all of these Conditions shall not be constructed as a waiver of any of the company's rights.

### 5.2. Copyright

5.2.1. Storm Rhino notifies the Customer that publishing copyright material in circumstances where the Author or anyone authorised by him/her does not hold the appropriate licence of the copyright holder, he/she will infringe copyright and may become liable in damages for doing so.

5.2.2. The Author, by accepting and signing the publication Contract, warrants that they have the appropriate copyright to publish the Work.



## 5.3. Your Information

5.3.1. Storm Rhino will hold information about its Clients on file both electronically and written.

5.3.2. Storm Rhino will not disclose this information to any third parties without the Client's consent unless one of the following apply;

- a) Storm Rhino is legally required to disclose or
- b) Storm Rhino has a public duty to disclose

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