



Working Terms & Agreement and Confidentiality Agreement

Service

By purchasing the services of SpiffingCovers.com LTD as a Client, you agree to be legally bound by these Terms and Conditions. If you do not accept these Terms and Conditions stated here without modification, you may not use the services provided by SpiffingCovers.com LTD. SpiffingCovers.com LTD may modify these Terms and Conditions at any time provided always that the Client has prior notification and has agreed in writing to the revised terms that are proposed. With respect to the author package selected, a Client is allowed to choose only one book cover, logo, slogan, business card, envelope, and letter head design. All designs, concepts, slogans or other materials displayed to the Client which are not selected by the Client remain the full property of SpiffingCovers.com LTD. However, Clients can purchase the additional designs (if provided) within the samples for an additional discounted price. With respect to ownership, all final artwork becomes property of the Client, having unlimited and royalty-free use of the product upon payment of all fees. SpiffingCovers.com LTD retains the right to display the artwork in their portfolio and advertising materials. If fees for artwork are unpaid, the Client may not use the artworks for sales of books, and they shall remain under copyright of SpiffingCovers.

Client Security & Confidentiality Agreement

SpiffingCovers.com LTD appreciate the sensitivity of the Client's document/s and agree to treat all material supplied for proofreading, editing or any other purpose as strictly confidential. At no point will your manuscript be read, shared, distributed, copied or otherwise handled by any third party, excluding the account handler, and the designer. Neither shall your manuscript be duplicated or stored digitally or in hard copy other than on the premises of SpiffingCovers.com LTD. SpiffingCovers.com LTD will take appropriate steps to prevent unauthorized access, maintain data accuracy, and ensure the correct use of the information you provide us. Whenever you give SpiffingCovers.com LTD sensitive information, SpiffingCovers.com LTD will take the necessary steps to establish privacy.

Disclaimer

The Client unconditionally guarantees that any material (text, manuscripts, images, ISBN numbers and barcodes, music, slogans, video or any other content) furnished to SpiffingCovers.com LTD for inclusion in the design samples and the final product, do not infringe on any copyright or trademarks that have already been established by another person or organization. SpiffingCovers.com LTD is protected against any lawsuit or claim arising from the use of such content. The client is unconditionally responsible for any content provided to SpiffingCovers.com LTD for usage within the book. At no point is SpiffingCovers.com LTD responsible for the final book beyond the role of producing files and providing services to help create the title. We guarantee the products provided to Clients are uniquely created by SpiffingCovers.com LTD using images that are royalty free unless otherwise stated. By purchasing the services of SpiffingCovers.com LTD, the Client understands the provided product/design may possibly resemble a copyright image that SpiffingCovers.com LTD is unaware of. This unforeseen incident would be wholly coincidental and unwittingly carried out by SpiffingCovers.com LTD as our policy is always to approach each design from scratch and based purely on the brief provided. However, should this unfortunate case arise, SpiffingCovers.com LTD will agree to re-design the product/design, although we will not accept responsibility if the design supplied initially, after Client approval, has been used in print or for any other advertising or production of any type of materials. Equally, the client agrees that it is their responsibility to ensure that the product/design they receive from SpiffingCovers.com LTD is completely correct before approving verbally, in writing or by email confirmation. SpiffingCovers.com LTD will not be responsible for any error on the product, design, book layout or any materials provided to the client either by inclusion of incorrect detail in the design or by accidentally not including information supplied by the client intended for inclusion. Ultimately, on approval, the Client accepts full responsibility for the final product/design and recognises that SpiffingCovers.com LTD will not be responsible for any promotion or print that the Client proceeds with, after approval, regarding the said product/design. If the Client is producing a book of any type the Client agrees and recognises that SpiffingCovers.com LTD accepts no responsibility for any of the content of the Client's manuscript. We do not necessarily read the manuscript unless otherwise agreed and reserve the right not to be associated in any way with the content whether read or unread. Any contents within the manuscript are solely the views or writing (fictitious or otherwise) of the client, and SpiffingCovers.

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SpiffingCovers.com LTD will not be responsible for any colour variation for the digital display or in the final print of the product/book or any other materials provided unless SpiffingCovers.com LTD itself provides these finished materials from one of our elected print teams. It is the responsibility of the client to ensure the colour and quality of the final product if being printed by a print team chosen and commissioned by the client. We strongly recommend that the Client agree a colour proof with their chosen printer to avoid any disappointment, especially as it is common for colours and rendition of graphics to vary from one monitor display/screen to another. When using Amazon, IngramSpark or any Print on Demand supplier, SpiffingCovers will not be responsible for any variation in the colour or print quality. In our capacity as advisors and consultant SpiffingCovers will make every effort and take all reasonable action necessary to ensure the best quality print product, including all adjustments of artwork necessary, free of charge, in response to unsatisfactory print output.

Project Duration & Payment

Client agrees to provide timely responses to SpiffingCovers.com LTD after notification of sample completion. Client shall have 30 days to respond to each set of design samples submitted to the Client for review. If after 30 days the Client has failed to respond, SpiffingCovers.com LTD will cease any further development of the project until future negotiations. SpiffingCovers.com LTD will have no further obligation to Client, and Client shall finalise any part (or full) payment to SpiffingCovers.com LTD and all fees and expenses associated with work already performed by SpiffingCovers.com LTD. If project duration is extended by client, payment for commissioned services is required no later than 6 months from date of invoice and may be requested by SpiffingCovers Ltd. SpiffingCovers requires 50% payment for all commissioned services to book in studio time and 50% balance payment prior to the Distribution phase or, in the case of a client not using the Distribution service, upon completion of agreed processes. We require full payment of printed books prior to delivery.

Manuscripts and Revisions

Manuscripts which are not edited or proofread by SpiffingCovers are to be supplied fully approved and ready for typesetting. Any editorial or content amendments required after typesetting of an unedited fully approved and submitted manuscript will be charged at an hourly rate of £73+vat per hour. In the case of typesetting of a manuscript edited or proof-read by SpiffingCovers, SpiffingCovers includes 3 rounds of client content/ editorial changes not amounting to over 1 hours of studio time after submission of the full designed manuscript. Any erroneous items introduced as part of the design service will be changed without limit and free of charge. Editorial work will be undertaken on a manuscript submitted as final by the author and in line with an agreed sample edit. New content added to the manuscript after the initial quote will be charged at an agreed cost per 1000 words, depending on the level of editing.

No revision work which requires payment will be started without authorization from Client. SpiffingCovers offers a cover design service including unlimited revisions within a 2 month period from point of submission of an initial composition, as per a pre-agreed creative direction/brief. Any requests made by the client after the initial preliminary product design samples have been made and displayed, and after the client selects a design concept, that significantly alter the selected design, including, but not limited to, name/title change, type of business change, theme of business change, and specifically requested illustration change, may incur extra costs per current pricing schedules at an hourly rate of £73+vat.

Retail Platforms

SpiffingCovers.com works on behalf of authors to distribute books internationally using the most up-to-date methods to ensure smooth working. However, retail platforms including Amazon (KDP), Waterstones, Apple, Barnes & Noble or any other retailer engaged by SpiffingCovers.com on behalf of an author, are at liberty to, without warning or full justification, remove book products from their listings, disable account log-ins, delete accounts or undertake any other intervention. Retailers may remove books or disable accounts if there is any content contravening their guidelines, if the account is linked to an address that has been flagged or 'blacklisted' by their system, is linked to a credit or debit card that has been flagged or blacklisted by their system, etc. SpiffingCovers has no control over and is in no way responsible for the removal or deletion of accounts but will endeavour to assist with the provision of any communication, information or resources to resolve any problems thereof.

Redistribution

Redistribution is when a book has been fully approved and published and is populated on the agreed retailer platforms. If a client wishes to unpublish and redistribute a book, SpiffingCovers will charge an hourly rate of £73+vat to cover any amendments to print or cover design files and any time required to redistribute the book to the retail platforms. Time taken varies on complexity and distribution status.

Refund Policy

A full refund less an administration charge of £90 will be made if the Client does not wish to proceed with the product design before the initial design samples are created.

The refund policy will also not take into effect if:

- 1) The reason does not relate to our design.
- 2) You do not provide any feedback within 1 month.
- 3) You have obtained the design from a 3rd party.

Termination

SpiffingCovers.com LTD reserves the right, in its sole discretion, to terminate the Client's access to all or a portion of the Service. A written statement covering reasons and timescales will be provided. In the event of such termination, SpiffingCovers.com LTD will work with the Client to determine the amount of any refund (if any) to be paid to the Client as a result of such termination. Should the Client's use of the Service result from the Client's material breach of the terms and conditions of this Agreement, the Client shall not be entitled to any refund, unless otherwise mutually agreed upon by the parties.

Copyright & Royalties

SpiffingCovers.com LTD is an independent publishing agency, which means that upon completion of, and full payment of all invoices relating to a project, we do not hold copyright of author works, including edited /proofread manuscript, cover design, website and any social media posts and content we may work on. As an agency committed to author empowerment we also do not take a cut of book sales royalties or take holding payments from distribution channels or retailers. Clients will be paid directly by any third party SpiffingCovers engages on the Client's behalf, and in virtue of the Terms and Conditions of each third party. Copyright of all SpiffingCovers created materials including cover, book design, edited manuscript, website, ebooks and any other creative materials will remain with SpiffingCovers until full settlement of any agreed invoice pertaining to each book. In the case of non-payment SpiffingCovers reserves the right to withhold access to any distribution account and to unpublish books that may have been published prior to full payment, Unless a prior payment plan has been discussed and agreed by both parties: Client and SpiffingCovers. SpiffingCovers also requests the freedom to use any SpiffingCovers created work in SpiffingCovers promotional material.

Website creation

SpiffingCovers provide website design services. After consultation with the client has been completed an initial design for look and feel is delivered via a digital proof (either online or via a PDF illustration) illustrating basic theme and homepage content. Once this proof has been agreed additional content will be provided as online content only. Once you have confirmed to us in writing that the website provided meets your requirements and full payment is completed we will make the website fully available to view online at the agreed URL ("launch"). You may use your own URL if required, or SpiffingCovers can provide a URL on your behalf for an agreed fee, usually charged at £7+VAT per annum. You will be required to provide us with suitable information both to design content of your website, and to fulfil your legal obligations as website owners, including GDPR regulations. We cannot launch any site until this information is provided in full.

Website licensing

SpiffingCovers websites include hosting as part of their package for 12 months from date of sign off ("completion"). SpiffingCovers may also provide at their discretion a range of premium plug-ins which provide resources and functionality to your site. These are provided by SpiffingCovers for use on your website for a duration of 12 months from completion. After this period we will ask that you maintain both hosting and plug-in licenses for an agreed fee (usually £120) per annum ("website subscription"). You can choose to move hosting to another provider at any time. We are not obliged to provide any refunds for providing these services at any time. You can choose to provide your own licenses for any premium plug-ins if you prefer.

Website support

As part of the fee in "Website Licensing", SpiffingCovers will provide a basic level of support for any website provided by them within the first 12 months of completion, and within any subsequent 12 month period that has been paid for within a website subscription. Support is deemed to include maintenance of your website including security updates for any plug-ins included, minor updates to page content (for example changing a telephone number, or amending a short passage of text). Issues with unscheduled downtime, malware or virus attacks will also be supported and resolved during the period of your website subscription. We do not offer a 24 hour helpline or support, any issues will be resolved within usual working hours only. We do not offer free assistance for issues outside of providing the website as agreed, however we can quote to provide extra services. These would include adding entries to DNS records, email provision, extra website pages or content, assistance with blogging or user created content.