

Contract type: general

2

/100

Very Poor

This contract is heavily skewed against the author with exploitative terms that strip away rights and impose unreasonable financial obligations

SUMMARY

A publishing agreement between mPowr Limited and author Steve Conley for two books, including a coaching/development phase (£5000 fee) and publication process. The contract grants exclusive worldwide rights to the publisher for the full copyright term while imposing significant financial burdens on the author.

Extremely unbalanced in favour of the publisher. The author pays upfront fees, must purchase minimum quantities of their own books, bears most financial risks, yet grants away exclusive worldwide rights for the entire copyright period.

HIDDEN COSTS & UNDISCLOSED CHARGES

£5000 coaching fee

Non-refundable upfront payment required before any work begins

Minimum 250 book purchases

Author must buy at least 250 copies at £50% off list price with no royalties

Editing and proofing charges

Author charged for alterations exceeding 5% of composition costs

Account inspection costs

Author pays for auditing publisher's books unless errors exceed 5% of payments

ISSUES IDENTIFIED

HIGH RISK

Upfront Non-Refundable Fee

Author must pay £5000 upfront for coaching/development services before any guarantee of publication

"A non-returnable fee of £5000 is payable to mPowr Limited for this coaching and development period prior to commencement"

&- This is characteristic of vanity publishing arrangements which profit from authors rather than books

HIGH RISK

Excessive Rights Grant

Author grants exclusive worldwide rights for the entire copyright period (life + 70 years) across all formats and languages

"The Author grants to the Publisher the exclusive rights for the period of copyright: (a) to publish and sell the Work... in all languages throughout the world"

&- This is far beyond typical publishing agreements which usually grant limited territorial and temporal rights

HIGH RISK

Mandatory Book Purchases

Author must purchase minimum 250 copies at 50% discount, with no royalties paid on author purchases

"The Author agrees to purchase at least 250 copies of the initial print edition... at 50% off list price"

&- Legitimate publishers don't require authors to buy their own books in bulk

MEDIUM RISK

Publisher Liability Exclusion

Publisher excludes liability for loss or destruction of manuscripts and materials

"The Publisher will not be liable to the Author for damages... resulting from the loss or destruction of manuscripts, art work, electronic files, printer's files"

&- This shifts all risk to the author despite the publisher controlling the materials

HIGH RISK**Revision Rights Exploitation**

Publisher can charge up to 50% of royalties for revisions done by others if author is unable or unwilling

"may have the Work revised by others and charge the cost of such revision (up to a maximum of 50% of the royalties)"

&- This allows the publisher to essentially confiscate half the author's future earnings

MEDIUM RISK**Forced Arbitration**

Disputes must be resolved through binding arbitration rather than courts

"the dispute will then be settled in binding arbitration through the offices of the President of the Law Society of England and Wales"

&- Arbitration clauses limit authors' legal recourse and favour the publisher

MEDIUM RISK**Competing Works Restriction**

Author cannot publish competing works during the agreement period

"the Author agrees not to prepare or publish... any work that could harm the sales or distribution of the Work"

&- This broadly worded clause could prevent the author from writing in their field of expertise

QUESTIONS TO ASK BEFORE SIGNING

1. What specific services justify the £5000 coaching fee?
2. Why must you grant worldwide exclusive rights for the entire copyright term?
3. What happens if the books don't sell well - are you still obligated to purchase them?
4. How does the publisher plan to market and distribute your books?
5. What are the actual printing and production costs per book?
6. Can you terminate the agreement if the publisher fails to actively promote your work?

STRATEGIC GUIDANCE

This appears to be a vanity or hybrid publishing contract that primarily profits from authors rather than book sales. The £5000 upfront fee, mandatory book purchases, and excessive rights grant are major red flags. Consider traditional publishers who don't require upfront payments, or legitimate self-publishing platforms. If you're committed to working with this publisher, negotiate significant changes to reduce your financial exposure and limit their rights. Get independent legal advice before signing.