



Is it a steal?

An investigation into 'hybrid' / paid-for publishing services



Supported by



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Introduction

Is it a steal? is an investigation by UK writers' unions the <u>Society of Authors (SoA)</u> and the <u>Writers' Guild of Great Britain (WGGB)</u> into the practices of companies that charge writers to publish their work while taking rights. The findings will be used to raise awareness and work for change in what is a growing section of the writer services sector.

Between us, the SoA and WGGB represent 14,800 authors of all types, at every stage of their careers. The work of our members is delivered to audiences via every conceivable channel – from traditional publishing and self-publishing, to performance, film and broadcast. This report focuses on book publishing in printed and ebook formats.

Our advice teams are hearing with increasing frequency from writers who have been offered, or who have signed, contracts with companies who charge for publication. We are not talking about self-publishing services, where the writer retains the rights in the work. We are talking about publishing deals where the writer both pays for publication and hands over rights in their work. Many of the contracts we see lack transparency as to the terms offered, the rights taken and services to be performed. We also hear reports of aggressive marketing tactics being used to promote publishing services to writers and high fees set against poor aftersales treatment, all of which form a picture of practices that need to be challenged and regulated.

There is no single recognised name given to this publishing approach, so in this report we will refer to it as **'hybrid' / paid-for** publishing. Other names used to describe the approach, either by the companies involved or by the author community, include 'contributory', 'subsidy', 'partnership'. In the past this approach has often been called 'vanity' publishing.

We are not aware of any previous assessment of the contractual and financial implications of writers' relationships with these companies, and of how satisfied they have been with the services they paid for.

Our survey and this report aim to address that gap, investigating both positive and negative experiences, exploring how that might translate into better practice, and how writers and the publishing industry should respond.

As with all our activities, this report is about putting writers first. It challenges poor practice, promotes good practice, and aims to ensure that writers understand the agreements they sign, get value for money when they pay for a service, and retain control of the work they create.

Is it a steal? is supported by the Authors' Licensing and Collecting Society (ALCS).

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Executive summary

As part of an investigation into practices in the sector, the SoA and the WGGB carried out a survey of authors who had used 'hybrid' / paid-for publishing services. 240 writers responded to the survey which ran online between 28 February and 25 April 2021.

The findings of that survey have informed our in-depth assessment of the relationship between writers and companies who often refer to themselves as 'hybrid', 'partnership' or 'contributory' publishers (among other terms) but which have much in common with what have historically been described as 'vanity' publishers.

Summary findings

- 94% of respondents lost money, typically in the thousands.
- The average loss was £1,861 with some writers reporting losses as high as £9,900.
- The median cost of publication was £2,000.
- A median of only 67 books were sold per deal, resulting in royalties of only £68.
- 59% of writers said their book was not available to buy in retail outlets.

We received reports of aggressive marketing tactics by 'hybrid' / paid-for publishers in their approaches to writers, their manipulative sales approaches, unclear contracts, obscure publishing processes and services that fell far short of expectations and value.

In a follow-up review of how the three companies most mentioned by survey respondents market their publishing services, we found that in two cases there was a lack of information about the 'hybrid' / paid-for business model or any mention of the costs involved.

Recommendations

- 1. We have identified an urgent need to educate writers about all models of publishing and to support them through any publishing process they choose. We have made five recommendations for writers to follow.
- 2. We strongly urge all publishers to commit to 15 key publishing principles, including offering clarity about their business models, production and book-marketing capacity, as well as notifying people who enter into 'hybrid' / paid-for agreements about their Consumer Rights.
- 3. We are working with third parties including the Publishers Association, the Independent Publishers Guild, and various advertising platforms who in various ways give these 'hybrid' / paid-for companies credibility, to ensure that they are not helping to promote or validate companies whose operations are based on poor practice and the exploitation of writers.

What is 'hybrid' / paid-for publishing?

First, let's clarify what 'hybrid' / paid-for publishing is not...

Traditional publishing

In a **traditional or conventional trade publishing contract**, a publisher provides everything from editing and printing to marketing, publicity and distribution. It takes a licence of rights and pays writers a fee or an advance, and royalties. It does not ask for payments from a writer. It funds its operation by sales of books and is therefore investing cash and resources, and taking a risk on the book's success.

Self-publishing services

'Hybrid' / paid-for publishing deals should also not be confused with self-publishing. Writers can self-publish at very little cost to themselves, but even if they pay a **self-publishing service provider** to edit, design, produce and market their book, the rights will remain with the writer. The writer receives all profits after the sales platform or distributor takes its cut and can extract themselves from the agreement at any time. Such service providers are funded by payments agreed, and preferably negotiated, with the author.

Defining 'hybrid' / paid-for publishing services

If a writer pays money for publication and grants the company a licence of rights or if the company takes a share of any profits, the writer is dealing with a 'hybrid' / paid-for publishing service.

The companies in question sometimes describe themselves as 'contributory', 'subsidy' or 'partnership' publishers, but they have much in common with what used to be called 'vanity' publishers. In their marketing approaches to writers, they often suggest that they operate as traditional publishing houses. In fact, some are run as imprints of major publishers, gaining legitimacy from their parent brands.

At first glance, 'hybrid' / paid-for publishing deals can look much like traditional publishing agreements, but they are very different. There is rarely any sign of expenditure by the 'hybrid' / paid-for publisher except what is funded by the author. As such, terms like 'hybrid' 'contributory' and 'partnership' can appear deliberately misleading. Writers pay the publisher. They are offered no advance, and there is usually no undertaking or intention by the 'hybrid' / paid-for publisher to publish the work other than as an eBook and/or as Print on Demand ('POD'), or in an ultra-short print-run. The writer does not own any of the books produced except for limited initial copies.

Anyone can set themselves up as such a publisher, regardless of their financial stability, publishing knowledge and experience, or commercial expertise. Start-up and overhead costs are minimal, and expenses are funded by writers, not by income from book sales.

At the point of submitting a work for publication, writers are vulnerable. They have invested a great deal of time, work, energy and creativity in their manuscript. Now they want to be read, and for their work to be legitimised.

'Hybrid' / paid-for publishing services often exploit this desire, sending excessive praise about manuscripts and telling writers what they want to hear. They might claim their approach is better than traditional publishing or self-publishing, without ever explaining what that means. They will stress how excited they are to be working with the writer. Of course, at the point of hearing a 'publisher' express interest in their work like this, it can be difficult for a writer to step back and see it for what it is: a sales approach, designed to take advantage of writers' hopes, their passion for their work and their desire for validation – not to mention their lack of knowledge about the complexities of the publishing industry.

In our view, of all the publishing approaches available, a 'hybrid' / paid-for deal is the worst option a writer can take. In our direct experience of working with SoA and WGGB members, and as our research bears out, 'hybrid' / paid-for publishing deals do not result in enough sales or exposure to justify the payment by the author. For many years, even before researching for this report, we have seen how such services fall short of expectations, with writers unnecessarily handing over rights and control over their manuscripts, along with large sums of money. We have seen the impact this has on writers' careers and confidence in their work, and on their finances.

We have seen too many cases where the 'hybrid' / paid-for model amounts to a counterfeit approach to publishing. We invariably advise writers against it.

The research

Between 28 February and 25 April 2021, we ran an online survey to ask writers to share their experiences of 'hybrid' / paid-for publishing deals over the past three years. The survey comprised 21 questions (see Appendix II). 240 writers completed all or part of the survey. Later in 2021, we carried out an assessment of the approaches used by three 'hybrid' / paid-for companies to market their services to authors, and substantiated our research with interviews with writers who signed 'hybrid' / paid-for publishing contracts.

What we found

We found that writers paid far more for these 'hybrid' / paid-for services than it would have cost them to self-publish. While very few writers recouped their investment, they also relinquished rights in their work. On average writers lost over £1,800 on these deals and there were high levels of dissatisfaction.

Despite these services often being marketed as traditional publishing, writers did not receive the brand recognition or imprimatur of being published by a respected or well-known traditional publisher.

While some writers were satisfied with the service received, significant numbers of respondents to our survey had a poor experience or felt that the process was opaque and did not live up to expectations. Overall, the amount paid did not reflect the service delivered and the rights taken, and many writers who could not secure a good-quality conventional publishing deal would have been better advised to self-publish and buy in the services they needed, such as editing or illustration work.

- Respondents reported that the fees charged ranged from £330 to more than £10,000. The median amount paid by writers was £2,000 in the UK (\$2,973 in the US).
- A median of only **67** physical books were sold per deal.
- The median of royalties received was just £68.
- The median deal made a loss for the writer of **£1,861**, with reported losses as high as **£9,900**.
- Only **four** writers **(6%)** reported that they made a profit from their 'hybrid' / paid-for publishing deal compared to **61** who reported making a loss **(94%)**.
- Authors raised significant concerns about the services provided:
 - 59% of writers who accepted 'hybrid' / paid-for deals reported that their book was not available to buy in bookshops, supermarkets and other retailers/ retail outlets.
 - **52%** of writers were dissatisfied with the publishers' efforts to generate sales and interest in their work.

- o **37%** of writers were dissatisfied with the customer service they received.
- **36%** of writers said that they were dissatisfied overall with their publishing deal.
- **48%** of writers said that they would not recommend their publisher to others.
- Many writers were not told of their statutory right to withdraw from their contract if they changed their minds.
- Only **30%** of writers reported that they were given a clear notice that they could cancel within 14 days.

This is a very poor satisfaction rate for a commissioned service. 91 companies were named by survey respondents, indicating that this is a widespread issue, not a problem with one or two rogue companies.

The detailed responses we received from writers confirmed our concerns. These included:

- aggressive marketing of these services to writers and manipulative sales approaches
- ineffective book marketing package upgrades and other unnecessary upselling
- unclear contracts and publishing processes
- unnecessary and excessive acquisition of rights
- services that fell far short of expectations
- disappointment about the quality of the books produced
- lack of availability of published books in bookshops, supermarkets and other retailers

In many cases respondents reported that the deals did not represent overall value for money, and that many companies provided disappointing services. Writers would have been better advised to self-publish and buy in any services they needed.

The survey shows that many 'hybrid' / paid-for publishing services fall well short of the good practice standards of reputable publishers. They take large up-front payments and disproportionate intellectual property rights from customers without clear obligations about how books will be published, marketed and sold. Both new and established writers have been affected by deals of this kind, with many losing thousands of pounds and receiving little or nothing in return.

How 'hybrid' / paid-for services market themselves

In our assessment of the marketing approaches of three 'hybrid' / paid-for publishing services (see Appendix I) to writers, reviewing the websites and available marketing presences of the three companies mentioned most often by survey respondents – Austin Macauley, Pegasus Elliot MacKenzie and The Book Guild.

Of the three, we found that two of them – Austin Macauley and Pegasus Elliot MacKenzie – adopted an opaque approach to promoting their services and did not make clear during their submissions process that writers might be charged.

Austin Macauley and Pegasus Elliot MacKenzie sponsored listings rank prominently in search engines, with Austin Macauley's online advertising regularly appearing first, second or third above the organic results on Google and other search engines for writer and publishingrelated searches. These included searches for 'get published', 'children's publisher', 'crime publisher' on the Google search engine – with results appearing above listings for traditional publishers such as Bloomsbury and Penguin.

However, on both Austin Macauley's and Pegasus Elliot MacKenzie's websites, although there were occasional references to their 'hybrid' publishing models, there was no explanation of what this meant and no easily discoverable indication that a writer might have to pay. Their websites give the impression that the companies are established traditional publishers, but at the point of submitting a manuscript, there is no way for a writer to have gathered enough information about how they work to make an informed decision on whether they should proceed.

Where does that leave writers?

The publishing industry has changed beyond all recognition in recent years. It is too easy for these companies to buy advertising space to sell their services, to present themselves alongside established, 'traditional' publishers, with confusing language about 'contributory', 'hybrid' and 'partnership' agreements.

A point that we kept returning to as we analysed the responses was that, however 'hybrid' / paid-for publishing services choose to label and promote themselves, these are service contracts, not traditional publishing contracts, yet these companies take rights from writers.

For a company to describe itself as a publisher, its primary income should be from book sales. A company that makes more of its money from the payments it receives from writers than from any book sales is a provider of services, not a genuine publisher, and should describe itself clearly as such.

What will it take to improve the situation?

We believe that a three-pronged approach is long overdue to improve the 'hybrid' / paid-for sector for the writers who use it, outlined in detail under **Recommendations**.

- Writers need to be fully informed when entering into any agreement, and they should be well-informed about all types of publishing before settling on a particular approach. When they decide on a publisher, there must be a clear and transparent contractual relationship between the writer and the publisher.
- 'Hybrid' / paid-for publishing companies' business practices need to be challenged and reformed. Any company calling itself a publisher must be committed to making a commercial success of the works it publishes. If it is only offering services or is funded

by author payments, it should not call itself a publisher and must take no rights - or only non-exclusive licences of some rights - to the works it publishes.

• Organisations that carry advertising for or allow membership to 'hybrid' / paid-for publishing companies must set standards to ensure they do not legitimise promotion and propagation of poor or misleading services.

Recommendations

The results of the survey are mirrored by the evidence seen by the SoA and WGGB in our advisory work with individual members, in addition to our research below. They demonstrate the urgent need to protect writers from signing up to a deal they will later regret, and for companies to reform their business practices.

To writers

We know that you have invested much time, work, energy and creativity in your book . Now you want that effort to be recognised and lauded, and you want to be read. It is not just simply about being published and finding readers, but you may also feel you need the kudos provided by the brand name of a renowned publisher to legitimise your work.

'Hybrid' / paid-for publishing services often exploit this desire, sending you excessive praise about your work and writing to you about their excitement at the opportunity to work with you. They might also describe their approach as better than traditional publishing or selfpublishing – or even present it as the way the industry works now. It is important to step back from this and see it for what it is: a sales approach, designed to take advantage of your hopes, your passion for your work, your desire for professional validation, and your lack of knowledge about the complex publishing industry.

In our view, of all the publishing approaches available, a 'hybrid' / paid-for deal is the worst option.

In our direct experience of working with SoA and WGGB members, and as our research bears out, they do not result in sales and exposure that justify the initial investment. With a median investment of £2,000 and median sales of only 67, that's a cost of £29 per book. Services often fall short of expectations, and writers unnecessarily hand over money, rights and control of their work.

We have seen too many cases where this publishing model amounts to a counterfeit approach to publishing, and we invariably advise against it. You have worked too hard on your manuscript to simply sign over the rights in your work to a company that will charge you for the privilege, fail to meet your expectations and fail to provide even a semblance of value for money.

If you are a writer considering a 'hybrid' / paid-for deal, we recommend taking the following five steps before you commit:

1. Educate yourself

The publishing industry is complex. Do your research to get a broad understanding of how it works and the options available before you commit to any publishing deal. For starters, <u>download the free SoA guide *What type of deal is that?*</u> for a no-nonsense introduction to the pros, cons and gotchas of five publishing approaches.

2. Consider carefully what you want from publication and whether a 'hybrid' / paidfor deal is the best way to achieve it

Is a 'hybrid' / paid-for publishing deal a better option than self-publishing, with its

substantial investment from you as well as surrendering rights in your work? To commission self-publishing services will probably cost you less and you will retain all rights in your work.

3. Look closely at the detail of the deal

How much will you have to pay? What is covered for that payment? Are there guarantees on the number of books to be printed? And will you own any of them, or will you have to pay more to get hold of copies yourself ('author copies')? What rights are you giving away? Will you have to make further payments later? Can you terminate the deal, when and how?

4. Research the company offering the deal

Ask the SoA and WGGB what we know about them. Ask others who have used the company. Look for online reviews (though be mindful of paid-for positive reviews) and check their history at Companies House. Check the Watchdog Advisory Ratings on the Alliance of Independent Authors' (ALLi) website. In short, don't sign with a company unless you are confident about what you can expect if you work with them.

5. Have your contract vetted

Remember that all contracts are negotiable. If you are an SoA or WGGB member, get your contract vetted as part of your membership. We recommend that you always do this regardless of the type of deal or contract you are being offered.

To publishers

Publishing is about much more than just book production. A genuine publisher makes its money primarily from book sales. If you make most of your money from payments from writers, yet you describe yourself as a publisher, this is misleading to the writers who might work with you. It is important that you describe yourselves as a business based on service provision for writers, not publishing.

Both publishers and service providers should **commit to the 15 key publishing principles below**.

1. Business model

Be clear about your business model from the outset. Provide detailed information on your website and other marketing materials about how you make your money. Vague references to 'hybrid' or 'partnership' models are not enough for writers to make an informed decision about whether to work with you. If you adopt a traditional approach when publishing some writers but charge others for publication, be up front about what proportion of the books you publish are paid for by writers. Declare what proportion of your revenue is derived from book sales and exploitation of rights, and what proportion is from writers' payments.

2. Consumer rights

Notify writers of their rights and allow them to withdraw by sending Consumer Rights Act notices.

3. Transparent costing and predicted return on investment

If you charge authors for any services provide typical cost and sales figures to writers before they sign, setting out the itemised cost of every service, including itemised listings of optional extras and the predicted result or return to enable them to make informed decisions on value for money and likely return on investment. Any estimated costings you provide should be binding and should not change unless extra services are mutually agreed in writing. For each element of the service you provide, provide a detailed, plain English explanation in writing of what you will provide in return for their payment.

4. Production

Ensure you have substantial editing, design, production, sales, and distribution expertise and capacity, and explain how you will meet the needs of each book.

5. Marketing

Produce a clear marketing plan and budget for each book, including how you will work with third parties including printers, distributers or sub-agents for example. If you do not provide marketing for the book you publish, or if it is an optional extra, make this clear from the outset.

6. Physical copies

Be clear in your publishing commitments about how many books will be produced initially in each format. State whether books will be produced as print-on-demand (POD). It is not enough to state that you will print 'up to' a certain quantity of books. Of the copies that you manufacture, be clear who owns them – you or the writer.

7. Contracts

Ensure your publishing contracts are as clear as possible, setting out in writing the exact scope of the rights granted (see the <u>C.R.E.A.T.O.R. campaign for fair contract</u> terms, in which we ask for appropriate Clarity, Remuneration, Exploitation, Accounting, Terms, Ownership and Reasonableness of contract terms). This should include a plain English overview of the terms and implications of the contract. All contract terms should be reasonable and time limited. They should include regular reviews to consider new forms of exploitation. Include a clear reversion clause in every contract (see 15). Be clear that you are happy for writers to discuss your proposed contract and their concerns with the SoA's or WGGB's teams of specialist advisors. Allow time for this to happen.

8. Financial clarity

If royalties are offered, be clear on how the royalty is calculated across all formats and platforms and offer royalties that fairly reflect the level of writer investment. Contracts should include rising royalty scales or 'bestseller clauses' so that if a work does far better than expected, the creator shares in its success.

9. Publishing and production best practice

Publish books under their own ISBNs and publish to best practice standards, including editorial support, copy editing, attention to proofs, production and design. Get approval from the writer on all matters of production.

10. Exploitation of rights

Only take rights in a work that you need and have the skill and expertise to exploit yourself. Only acquire rights to sub-license any of the author's rights where you can guarantee active, adequate and profitable exploitation of the writer's rights by that third-party. Be active in selling and exploiting any rights you take.

11. Credit

Credit all creators involved, such as editors, illustrators and translators, for their contributions in the work, including in all metadata. Moral rights must not be waived.

12. Responsible sales tactics

Never target writers in emotionally manipulative ways or seek to upsell unnecessary services to increase payment required by the writer.

13. Clear communication

Maintain strong lines of communication with the writer. It is particularly important for a writer to have a named contact with whom they can communicate about editorial, publicity and accounting matters.

14. Accounting clarity

Account to writers no less than twice a year and abide by best practice accounting standards. Royalty statements should be easy to understand and detailed. They should cover royalty payments and other sources of remuneration. Be ready to provide information about how the book is selling on request, even if it is between statement dates. Share the good news of any significant sales deals with the writer whenever they occur. Always pay on time and without having to be prompted. Within limits, authors should have the right to examine the publisher's books and distributor statements or request an audit if they feel there is an error in statements or payments.

15. Rights and reversion

Take rights for a limited term – typically two years – and revert rights on request. If it isn't working, financially or professionally, then be honest and let the writer go with professionalism and fairness.

To other organisations

The poor services and bad business practices our respondents and members have told us about are enabled by other organisations – specifically trade bodies, advertising outlets and publications.

If you represent an organisation that helps to legitimise a company that charges writers for publication, we ask that you only do so if it can **demonstrate a commitment in practice to the 15 key publishing principles above**.

- To the Publishers Association and the Independent Publishers Guild Be clearer in your explanations and definitions of what a genuine publisher does. Investigate your membership. If a member includes 'hybrid' / paid-for publishing services that cannot demonstrate a commitment to the 15 key publishing principles above, do not allow them to be members.
- 2. To advertising publications and platforms

Ensure that publishers who advertise for manuscript submissions from writers can demonstrate transparency and good practice in line with our recommendations for publishers above, and a commitment to the Advertising Standards Authority (ASA) codes of conduct. If advertisers are not working in line with the following <u>Misleading</u> <u>Advertising clauses from Section 03 of the non-broadcast code</u>, it should be removed from your platform or publication. See namely Sections 3.1, 3.3, 3.4.6. and 3.17 of the ASA code of conduct regarding Misleading Advertising:

3.1. Marketing communications must not materially mislead or be likely to do so.

3.3. Marketing communications must not mislead the consumer by omitting material information. They must not mislead by hiding material information or presenting it in an unclear, unintelligible, ambiguous or untimely manner.

3.4.6. that consumers have the right to withdraw or cancel.

3.17. Price statements must not mislead by omission, undue emphasis or distortion.

Appendix 1: marketing of 'hybrid' / paid-for publishing services

We followed up on comments made by writers about misrepresentation and lack of transparency in the way some 'hybrid' / paid-for publishing companies promoted their publishing services. In October 2021, we reviewed the websites and available marketing presences of the three most mentioned companies – Austin Macauley (34 respondents), Pegasus Elliot MacKenzie (11 respondents) and The Book Guild (11 respondents).

Of these three, we found that Austin Macauley and Pegasus Elliot MacKenzie both adopted an opaque approach to promoting their services and did not make clear during their submissions process that writers will be charged. In contrast, The Book Guild explains its approach to fees as part of its submissions process.

MARKETING CASE STUDY I: Austin Macauley

Austin Macauley's online advertising regularly appeared first, second or third above the organic results on Google (and its subsidiaries) for writer and publishing-related searches. These included searches for 'get published', 'children's publisher', 'crime publisher' on the Google search engine, and at the time of the review in October 2021 it appeared as the top sponsored listing in a search on YouTube for 'Society of Authors'.

Ad · https://www.austinmacauley.com/ -

Children's Book Publisher - We Are Accepting Submissions

Now Accepting Unsolicited Manuscripts. All Genres Welcome. No Literary Agent Needed. New or Seasoned Writers. Send Us Your Manuscript Today For Free Review.

Its advertisements linked directly to its <u>manuscript submission page</u>. This page *appeared* user-friendly and clear at first glance. It gave a simple overview of its submissions process with links to continue. However, there was no mention of the company's 'partnership' publishing approach either on this page or on the <u>submissions form</u> that it links to.

<u>Austin Macauley's homepage</u> made a single reference to its 'hybrid publishing model' but offered no definition or explanation of how this works. The page also included two links for prospective writers.

How to become an author

Another user-friendly page talking through the submission and book-production process, illustrated with an animated video at the top of the page. As with the submissions page and form, everything was designed to *seem* clear and user-friendly, but there was no indication that a potential author might have to pay for publication. The only mentions of money were in a line at the bottom of the page about royalties being paid every six months and the final frames of the video which show a writer earning royalties.





<u>Accepting submissions</u>

This was a dense, text-based page which explained how Austin Macauley are always open to unsolicited submissions and how this differs from the limiting nature of traditional publishing and the 'free-for-all' approach of self-publishing. It included a single reference to its 'partnership agreement' approach and mentioned that the writer 'may be asked to cover a small proportion of the cost of publishing the book'. There was no link to further information on what this might mean in real terms. There was a similar mention of the 'hybrid' approach on the company's <u>About us</u> page.

In summary – there was no indication at the time of review (October 2021) in Austin Macauley's advertising, in its advertising landing pages, or in its active submissions pages, that it will charge a writer. When charges were mentioned, they lacked detail and appeared buried in textual pages. At the point of submission, these pages did not give the writer enough information to make an informed decision about whether to proceed and how much it might cost. It also referred to authors paying 'a small proportion' of the cost of publication, but all the Austin Macauley contracts seen by the SoA and WGGB asked writers to pay more than it would cost to self-publish the work, even with the assistance of legitimate self-publishing services.

MARKETING CASE STUDY II: Pegasus Elliot MacKenzie

Like Austin Macauley, advertising for Pegasus Elliot MacKenzie appeared prominently in Google search results for terms including 'children's publishers', 'crime publishers', and similar. Some of its advertisements mentioned 'both traditional and inclusive contracts', but there was no indication of what that meant.

Ad • https://www.pegasuspublishers.com/ v 01223 370012

We accept all genres - Pegasus Publishers

We Offer Both Traditional And Inclusive Contracts To Our Authors. We're accepting work ...

Advertisements linked directly to the company's <u>Submit Online</u> page. There was no indication on the page that there might be fees involved for the writer. The submissions form included a link to the company's <u>Terms and Conditions page</u>, which again did not mention the possibility of fees.

At the bottom of the page, there was a link to Pegasus Elliot MacKenzie's <u>submission</u> <u>guidelines</u>. This included a brief, bulleted overview of how a submission could be made. At the bottom of the page a brief section on 'Our publishing process' stated that 'we will put forward an offer of publication, either under a traditional contract or a hybrid publishing contract', but there was no indication of the differences between a traditional or hybrid contract.

Traditional and hybrid contracts were also mentioned on the company's <u>About us</u> page, again with no explanation of what they are or any mention of costs.

In summary – there was no indication at the time of review (October 2021) in Pegasus Elliot MacKenzie's advertising or in its advertising landing pages, or in its active submissions pages, that it will charge a writer. Even when traditional or hybrid contracts are mentioned, there is no mention of potential fees. At the point of submission, the writer is not given enough information to make an informed decision about whether to proceed.

MARKETING CASE STUDY III: The Book Guild Publishing

During this review we found no paid-for advertising online or elsewhere for The Book Guild, so we looked only at the clarity of statements on its website.

In contrast with Austin Macauley and Pegasus Elliot MacKenzie, the <u>Book Guild homepage</u> mentioned 'both traditional and partnership (co-funded) publishing models', indicating from the outset that writers might be charged for publication.

The main call to action page on the website was <u>Publish with us</u>, which was structured to prioritise the explanation of its publishing approach over inviting writers to submit its work. It explained that writers would be offered either a traditional or partnership contract, then gave a definition of each approach.

Although the information on partnership publishing did not mention specific fees, it mentioned that writers would be asked to contribute between 25% and 75% of the costs of production, and that these costs would be 'based on the costs of self-publishing through our sister imprint, Matador'. These costs were readily available from <u>the partner company's</u> website.

In summary – although at the time of review (October 2021) the website included no table of fees, Book Guild did not attempt to hide the fact that writers may be charged for publication. A writer could, with minimal searching prior to submission, work out an approximate maximum amount that they will be asked to contribute.

Appendix 2: detailed data analysis

To better understand writers' experiences of the 'hybrid' / paid-for publishing market, we ran an eight-week online survey between 28 February and 25 April 2021 asking writers with experience of these deals in the last three years to answer a series of 29 questions (detailed in Appendix I).

Publishers

- 240 people responded
- 194 respondents named a publisher
- 125 writers had accepted a deal
- 110 had declined a deal

Value for money

Only four respondents reported that they made a profit; 61 made a loss. A mean average of only 412 books were sold per 'hybrid' / paid-for deal, with 42 writers each selling 100 books or fewer.

Only 31% of respondents reported that their books were available to buy at bookshops or supermarkets.

Authors' responses were arranged by currency and broken down in Table 1.

Number of respondents

Table 1: Number of 'hybrid' / paid for contracts offered and accepted per currency

Currency	Offered	Accepted	Total
GBP	34	56	90
USD	8	16	24
No currency specified	28	32	60
Total	70	104	174

Average payment by writers were calculated as follows:

Table 2: Deals offered but not accepted

Currency	Median
GBP	2000
USD	4000
No currency specified	3000

Table 3: Deals Accepted

Currency	Median
GBP	2,000
USD	2,973
No currency specified	2,500

Table 4: Royalties received in return for writers' payments were calculated as follows:

Currency	Respondents	Median
GBP	40	68
USD	14	25
No currency specified	22	30

Table 5: Average profit/losses are as follows:

Currency	Respondents	Median
GBP	35	-1,861
USD	12	-2,207
No currency specified	18	-1,775

Clarity



Was it made clear: How many books the publisher would need to sell before you broke even on your initial investment?





17%



- 3 Neither clear, nor unclear
- 4 Quite unclear
- 5 Very unclear







15%

20%

Appendix 3: survey questions

Respondents to the survey were asked the following questions:

- 1. Please check this box to show you consent to the SoA and WGGB processing your data.
- 2. Have you paid towards the cost of publishing your book within the last 3 years?
 - a. Yes.
 - b. No, but I have been offered such a deal.
- 3. Which publisher offered you the deal, and when?
- 4. How much did the publisher ask you to pay?
- 5. How many copies of your book did you receive at no extra cost?
- 6. How much have you received in royalties/other payments since agreeing this deal with the publisher?
- 7. Which of these describes the publisher's offer to you?
 - a. The publisher set out the costs for each of its services, so I could choose which ones I needed.
 - b. The publisher asked me to make one payment for a bundle of services.
 - c. The publisher asked me to make one payment without specifying which of its services were included.
 - d. I'd like to add something else here:
- 8. Was it made clear to you by the publisher in writing:
 - a. How many of your books would be printed?
 - b. In what format(s) your book would be published?
 - c. How long your book would take to be published in each format?
 - d. How your book would be promoted and marketed?
 - e. How many books the publisher would need to sell before you broke even on your initial investment?
 - f. What rights, if any, you would need to sell before you broke even on your initial investment?
 - g. What rights, if any, you would have to terminate the contract?
 - h. That you had a statutory right to cancel the contract within 14 days?

- i. Whether you were being asked to assign copyright in your work to the publisher?
- j. Whether illustrations would be provided by the publisher?
- k. Whether you would have the right to approve illustrations appearing in your book?
- I. Whether you would have the right to approve the book's cover design and blurb?
- m. What secondary (e.g., translation) rights you were being asked to grant the publisher?
- n. How much the publisher was proposing to pay you for each book sale?
- o. How much the publisher was proposing to pay for each licensing (e.g., translation) of your work?
- 9. Excluding Print on Demand ('POD') copies, how many books were printed by the publisher? (N.B. If the publisher said that it would print 'up to' [x] copies and produced the work as POD only, choose '0'.)
- 10. Roughly, how many physical books of your work have since been sold?
- 11. And roughly, how many ebooks have since been sold?
- 12. Does your book contain illustrations?
 - a. Yes, and I was consulted on the choice of images and artist.
 - b. Yes, but I wasn't consulted on the choice of images and artist.
 - c. No.
 - d. I'd like to add something else here:
- 13. Is it available in bookshops, supermarkets and retail outlets to buy?
 - a. Yes.
 - b. No.
- 14. Is it available on Amazon and, if so, how?
 - a. Yes.
 - b. No.
- 15. Where else is your book available?
 - a. Physical copies are available from:
 - b. Ebook versions are available from:

- c. Audiobook versions are available from:
- d. I'd like to add something else here:
- 16. How are your royalties calculated?
 - a. They're based on a percentage of the book's retail price.
 - b. They're based on a percentage of the net amount received by the publisher.
 - c. They're based on a percentage of the publisher's net profits.
 - d. I don't know.
 - e. I'd like to add something else here:
- 17. What royalties do you receive for each of the following?
 - a. UK hardback sales.
 - b. UK paperback sales.
 - c. Ebook sales.
 - d. Translation rights.
 - e. Film rights.
 - f. Documentary rights.
 - g. Dramatization rights.
 - h. Sound broadcast rights.
 - i. Anthology rights.
 - j. Performance rights.
- 18. How often does the publisher provide you with a statement of account?
 - a. Monthly.
 - b. Quarterly.
 - c. Twice a year.
 - d. Once a year.
 - e. I don't receive statements.
 - f. I don't know.
 - g. I'd like to add something else here:

- 19. How would you rate the publisher on each of the following? (VERY GOOD, GOOD, OK, POOR, VERY POOR, NOT APPLICABLE)
 - a. The speed and attentiveness in following up your initial enquiry.
 - b. Explaining the publishing process to you before signing your contract.
 - c. Helping you understand the financial implications of the contract before you signed it.
 - d. The clarity of the publisher's written offer letter to you.
 - e. The publisher's customer service before you signed your contract.
 - f. The publishers customer service after you signed your contract.
 - g. The production quality of your book.
 - h. The publisher's efforts in marketing and distributing your book.
 - i. The promptness of the publisher in paying royalties to you.
 - j. The clarity of the publisher's royalty and accounting statements.
- 20. If you tried to terminate your contract, did you:
 - a. Successfully terminate the contract and get your rights back without having to pay?
 - b. Successfully terminate the contract and get your rights back after making further payment to the publisher?
 - c. I tried to terminate the contract, but it was too difficult.
 - d. I didn't try and terminate the contract.
- 21. Taking into account all of your previous answers, how would you describe each experience? (VERY GOOD, GOOD, OK, POOR, VERY POOR)
 - a. My experience of contributory publishing overall.
 - b. Dealing with my publisher in particular.
 - c. The chance of me recommending my publisher to a friend.
- 22. Is there anything else you would like to say about this publishing experience?
- 23. Please enter your name and email address.
- 24. How do you identify in terms of sex and/or gender?
- 25. How do you describe your ethnicity?
- 26. Do you consider yourself to be part of the LGBTQI+ community?

27. How do you describe your social class?

28. How old are you?

- a. Under 18
- b. 18 24
- c. 25 34
- d. 35 44
- e. 45 54
- f. 55 64
- g. 65+

29. Do you consider yourself to have a disability?