Dear [],

I am writing to you because in October, as you will know, (insert name of publisher here) announced a streaming deal with Spotify.

Authors, agents and other trade bodies were not informed about this deal in advance of its announcement. Along with many other authors I am concerned about this deal, as exemplified by this response ‘[SoA demands transparency and action on publishers’ streaming deals with Spotify](https://www2.societyofauthors.org/2023/10/10/soa-demands-transparency-and-action-on-publishers-streaming-deals-with-spotify/)’ from my trade union, the Society of Authors. Therefore, I would like to a) register my disquiet with you at the lack of transparency around (insert name of publisher)’s streaming deal with Spotify, and your failure to communicate the details and implications of it to me and other authors, and b) request more information from you on the nature of the deal.

[[EITHER]]

I have searched and found that the following titles by me are available to stream from Spotify:

* Title 1
* Title 2
* Title 3
* etc

[[OR]]

I am concerned that my audiobooks [titles] may have been included in this deal and would like clarification on the specifics of any new deal.

[[END]]

These are the questions the Society of Authors has recommended authors ask of their publishers. You will understand that, since this impacts my book(s) and their availability with a new retailer, I should be grateful to hear back from you or the appropriate person with answers:

1. Are my audiobooks included in the Spotify premium streaming deal?
2. With reference to my contract(s) with you, under what clause or clauses do you have the right to license my audiobooks to Spotify on a streaming basis?
3. How much will the publishers receive from Spotify for each stream or download, and each audiobook purchase, of my audiobook(s) and what proportion of that will I receive? Specifically, exactly how much money will I receive for each stream or download, and each purchase, in pounds and pence, and how are those figures calculated?
4. How does that figure compare to traditional sales of my audiobook? It should equate to no less than the amount that would be received from a sale of the same audiobook.
5. How much of my book, if any, must be read to qualify for a payment?
6. Will you and I be paid by Spotify even when books are downloaded free by end users – and specifically how will payments be calculated during end users’ free trial periods? (Spotify currently offers a two-month free trial on its Premium subscription)
7. If a loan goes over two months, will I be paid twice?
8. How are returns dealt with? If a customer returns a book, even if they have read it, will I still be paid?
9. Can I ask for my book or books to be removed from the catalogue licensed to Spotify, or to be available for purchase but not for streaming as part of the Premium ‘free 15 hours’ offer?
10. How long is the term of ((X) insert name of publisher)’s deal with Spotify? Can you terminate on notice?
11. Will you receive any money from this deal which is not shared with authors, for instance a lump sum initial payment or advertising revenue?
12. Does your deal forbid sublicensing or use on other platforms?
13. What safeguards have you negotiated to prevent pirating of authors’ and narrators’ works and voices from Spotify, including for use in AI systems?
14. Is there any other information you feel will be useful to authors, agents and the SoA to help us understand this deal and its merits to you and me?

We understand the role confidentiality plays in any negotiation. But authors are the common factor at the heart of all our businesses, and communication from you to us, your authors, has been signally absent both before and after this deal was announced. Responses to these questions above would be an excellent way to demonstrate your commitment to transparency and to securing the best deal possible for your authors. Please copy the Society of Authors ( info@societyofauthors.org ) into your reply.

I look forward to hearing from you.

Yours,