

WHO WILL BE PUBLISHING MY BOOK? 2024



1 An important warning

We cannot stress forcefully enough: publishing contracts are legally binding documents – even if they turn out to be very bad agreements. The default position on most publishing contracts is that they will remain in operation for your lifetime plus 70 years. Far too often we see the distress caused to writers trapped in bad agreements.

Do not sign a publishing contract without obtaining specialist advice, especially if you are asked to contribute towards the cost of publication.

The SoA cannot give legal advice but we are always happy to advise members, in confidence, about the terms of any contract you are offered.

2 How to use this guide

Identify which form of publishing, at points 3-5, applies to the offer you are considering. Then use the checklist at point 6 to evaluate that offer.

3 A traditional publishing contract

This is when a recognised publisher makes identifiable and significant up-front investment in the work for instance by paying you an advance or fee; guaranteeing to produce the work to a good standard and in an initial print-run of, say, 5,000 copies; meeting the cost of high-quality reproduction of substantial full-colour illustrations. Sometimes the value of the right publisher is less tangible – for instance academics may be willing to accept poor terms from the right publisher as possibly the only effective way of ensuring the work reaches a scholarly and institutional readership, or of securing the credentials needed to support applications for research or teaching posts.

Good publishers have editing, design and production skills, they have active, experienced rights departments with established connections in other markets. They handle financial matters such as sales, returns, bad debt, the tax paperwork when dealing with foreign publishers. There is also commercial value in being published by a highly regarded imprint.

The more a publisher has spent on a work initially, the greater its incentive to recoup that investment.

However, even good publishers can include poor contract terms – notably when it comes to if, when and how you can (or cannot) get your rights back at some future date, if things go wrong, or at a point when

your work is available only as ebook and print-on-demand (formats in which you could self-publish and thereby keep all not just a small percentage of any income from sales), or sales have dried up.

4 Minimal investment publishing

The publisher (be it a major publishing house or a small independent) makes minimal up-front expenditure. That is because:

- you are offered a tiny advance, or no advance
- and (though it may not be apparent from the contract) there is no intention to publish the work other than as an ebook and as print-on-demand or in an ultra-short print-run.

Start-up and overhead costs are minimal, so almost anyone can set up as such a publisher, regardless of their financial stability, publishing skills or business acumen.

In return for minimal investment, the publisher gains control over as wide a range of your rights as it can secure, for as long as possible. It will also take a significant part of the income generated should any of those rights (through no effort of the publisher) become valuable.

The publisher may be doing nothing you could not do by self-publishing, it is not incurring any significant costs, but it is taking control of your rights and a large share of any income.

5 You contribute towards the cost of publishing

5(a): If you pay a ***publisher***

Very many authors who sign such deals report spending a great deal of money and getting little but disappointment in return.

There can never be any guarantee that you will recoup any of your money. The probability is that you will recoup very little of it. And while you should be able to cancel the contract at any time (though that is by no means always the case), the chances of a refund of any of your payment are negligible. Some contracts demand that you need to pay even more if you want to extricate yourself. Some contracts do not allow you to extricate yourself at all, for any reason.

You hand over the decision-making and control on all matters relating to production and pricing, in what forms the work will be (or indeed is not) exploited, sometimes also control over a wide range of other rights, such as dramatisations. The company takes a large chunk of the income from sales.

Some firms send writers excessively flattering reports (run off to a formula) when they are more interested in your money than the work itself. This is an area rife with scammers.

Very often the intention will be to do more than a minimal-investment publisher (see point 4). Do not be misled by meaningless undertakings e.g. to publish in 'the Publisher's edition' or 'up to [100] copies'. If there is an actual print-run of copies from the outset, you will probably be entitled to, say, 10 of those copies and have the right to obtain more only for further payment. Even if you do own the copies, it can

for technical reasons be almost impossible to sell them yourself, other than at live events or second-hand on Amazon. (See the SoA's guidance on *The format in which you publish and who might stock the book.*)

Even if there are specific publicity and marketing undertakings (and can be one of the main hooks such publishers use to persuade authors to sign up with and pay them), the undertakings tend to be misleading both in terms of what the publisher will actually do, and how (un)likely such activities are actually to boost sales. In addition, reviewers and booksellers know the names of publishers which seek payment from the author, and they might make negative assumptions about works published in this way.

If you want a quantity of bespoke copies of a work you know you can sell yourself, for instance at live events or at your work-place, it can be worth engaging a publisher with the right expertise, notably for highly-illustrated works. But you do need to understand the contract provisions and budget carefully because this will not be cheap.

5(b): If you pay a **printer** (to which you grant no rights) to produce printed books for you

On the plus side: you keep control of all decision-making and all rights and no intermediary publisher is taking a share of the income from sales. You can cancel at any time.

On the minus side: it will be expensive, and there is no guarantee you will recoup your expenditure.

You will need to store the books somewhere and to handle all aspects of selling – including postage and packing, bad debt, returns, damaged and unsold stock; or pay the printer or a distributor to do such things - which is expensive and carries risk.

It might not be easy to persuade retailers (including Amazon) to stock or sell copies (see the SoA's guidance on *The format in which you publish and who might stock the book.*).

6 How to evaluate the offer you have received

6(a) Check out the publisher's other titles – have you come across any of them in bookshops? Do they suggest that the publisher can deliver on its promises? Look out for vague or misleading undertakings which commit the publisher to nothing, or which give it the excuse to delay. Do not be fooled by attractive promises which say the publisher's services 'may include...'; saying you *might* do something is not promising that you will do so.

6(b) If you came across the publisher via an advertisement, or because it is actively seeking or cold-calling authors, it should set alarm bells ringing; as should publishers' websites which are more intent on signing up new authors than promoting existing authors' books. Be wary even if you receive an unsolicited offer from what claims to be a recognised publisher or agency - there are many scam companies preying on the unwary. Be mindful also that positive online reviews about a company are not always trustworthy.

6(c) Of course your book matters a great deal to you – that is right and proper. But be wary of flattery, especially if you are asked to contribute to the cost of publication. This is a very crowded market. For

context: Nielsen (which issues ISBNs) reports that an average of 485 books were published *every day* during 2023. This is why option 5 above is very rarely the best choice.

6(d) Be extremely sceptical about the value of any promised publicity and marketing. Most such offers are highly misleading, and are unlikely to have any real impact on potential sales. Paid-for publicity and marketing is extremely rarely worth it. One needs to be realistic about how difficult it is successfully to promote a book, other than in ways beyond one's control, notably personal recommendations and luck. Quoting the publicist at one the UK's biggest publishers: 'authors should realise that *any* publicity achieved is a major plus; this is a small market being chased by very many books.' For a list of links to resources on publicity and marketing (whether or not you are self-publishing) see our *FAQs for self-publishers*.

6(e) Be sure that there is a proper and meaningful emergency exit

If you sign a publishing contract and are stuck in a deal you come to regret for any reason, the only way to extricate yourself fully will generally be if the contract provides for you to be able terminate in specific circumstances and makes clear that, on termination, all your rights revert to you. NOTE: not all contracts allow that to happen; and some are misleading. Be particularly wary if you are contributing towards the cost of publication or if the publisher is based in a foreign country.

6(f) Even if you suspect that self-publishing is not for you, it a useful way of evaluating an offer: identify what the publisher is undertaking to do, and compare it with the fact that if you self-publish:

- You have flexibility and control: you can set the recommended retail price, design your own cover, produce a revised edition at will.
- You keep all the income after the retailer has taken its share - no intermediary publisher will be taking a large chunk of it.
- A publisher handles hundreds of titles but you will be handling very few, all written by you, so you know them better and care more about them.
- Because a publisher incurs overheads and staff salaries, and because your share of the income per sale will be higher, you may earn as much from selling a few hundred copies as you would from selling considerably more copies via a publisher.
- For specialist non-fiction and niche subjects you may have a better knowledge of how to reach your potential readers than many publishers. For genre fiction, remember that Amazon ebooks are often a major form of sale – self-published genre fiction often fares particularly well in this format.
- You can go from typescript to publication far more quickly than the average publisher.
- You can cease publishing, without fuss, on as little as 90 days' notice if you change your mind or a better offer comes along.

For more information on the ways in which one can self-publish, the pros and cons and what it entails, see the SoA's *FAQs for self-publishers*.

6(g) Remember that you are not *bound* to commit to a poor deal. Do not be pressured into thinking that you are. Do not be rushed into signing something for fear that it is the only offer which will ever come your way. If the offer is not right, best advice sometimes is to shelve that book for a while and get on with writing the next one.