

Service Description: Booksellers Returns Programme (“The Programme”)

You and AuthorHouse UK Ltd. have entered into a Contract pertaining to the Work whose title is referenced on the Publishing Order form and/or Services Order Form. You desire and agree to participate in The Programme with respect to such Work, all in accordance with and subject to this Service Description and the overriding Terms and Contract as defined in the Authorhouse Standard Terms and Conditions.

Eligibility and Requirements

1. All soft cover and hard cover Works published by AuthorHouse UK Ltd. are eligible to participate in the Programme.
2. Your Work will be returnable in the UK subject to The Work being ordered by a UK bookseller from Gardners Wholesale at the earliest of the following times: (a) if the Work is already available for sale at the time of your execution of this Agreement, within 35 days of receipt by AuthorHouse UK Ltd. of the executed Agreement and payment by you to AuthorHouse UK Ltd.; or (b) if the Work is not available for sale at the time of execution of this Agreement, within 35 days after the Work is so available, provided that AuthorHouse UK Ltd. has received payment from you prior to that time. Your title will designated as returnable for a period of 12 months (the “Term”).
3. A UK bookseller may purchase your Work from, or return your Work to Gardners Wholesale subject to the bookseller’s individual trading arrangements with Gardners Wholesale or AuthorHouse UK Ltd.
4. A Renewal Agreement is available for purchase by Author at the same time at or prior to the expiration of the Term. The price for such renewal will be established by AuthorHouse UK Ltd. at the time of renewal.
5. Works that are returned under the Programme are the property of AuthorHouse UK Ltd., which will dispose of the Works in a manner which fulfills AuthorHouse UK Ltd.’s commercial and operational needs at the time of return.
6. If AuthorHouse UK Ltd. determines, at its discretion or for any reason, that your Work is not eligible to participate in the Programme, your sole recourse will be to receive a refund of your payment with respect to the Programme. In all other respects, you fully release AuthorHouse UK Ltd. from any responsibility or liability to you associated with the Programme, including as to any actions or omissions on the part of AuthorHouse UK Ltd., Gardners Wholesale or any other third parties.
7. If Gardners Wholesale determines, at its discretion or for any reason, that your Work is not eligible to participate in the Programme, or if Gardners Wholesale chooses, at its discretion and for any reason, to end its participation in the Programme, your sole recourse will be to receive a refund of your payment with respect to the Programme. In all other respects, you fully release Gardners Wholesale from any responsibility or liability to you associated with the Programme, including as to any actions or omissions on the part of AuthorHouse UK Ltd., Gardners Wholesale or any other third parties.
8. AuthorHouse UK Ltd. is unable to control or influence the individual trading arrangements or preferences of specific booksellers. Accordingly, if a specific bookseller decides, at its discretion and for any reason, not to order your Work from Gardners Wholesale the Booksellers Returns Programme Agreement is negated and becomes null and void in respect of that specific bookseller.
9. AuthorHouse UK Ltd. is unable to control or influence the individual trading arrangements between Gardners Wholesale and its bookseller customers. Accordingly, if Gardners Wholesale decides, at its discretion and for any reason, not to fulfill or supply an order for your Work from a specific bookseller, the Booksellers Returns Programme Agreement is negated and becomes null and void in respect of that specific bookseller.
10. You acknowledge that the Programme does not constitute, nor should be construed, as a guarantee of sales of your Work. You acknowledge that neither AuthorHouse UK Ltd. nor Gardners Wholesale has control or influence over the purchasing decisions of booksellers or book buyers and cannot be held liable for their independent actions or purchasing decisions.
11. You expressly acknowledge and agree that The Programme is entered into pursuant to this Service Description and the overriding Terms and Contract as defined in the Authorhouse Standard Terms and Conditions, which are hereby incorporated by reference herein. Further, the provisions of the Terms and Contract, to the extent they generally limit AuthorHouse UK Ltd.’s liability and otherwise protect AuthorHouse UK Ltd. from liability to Author, will also apply to Gardners Wholesale, as to any claims by Author against Gardners Wholesale. Gardners Wholesale will be deemed to be a third party beneficiary of those provisions. In the event of any conflict between this Service Description and the Terms and Contract, the Terms and Contract will be controlling and take precedence.