



Laxfield Literary Associates

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Author name

Author address

Date

Dear,

I am delighted that we will be representing you and look forward to working together.

This letter, including the appendix at the back which defines the key terms (shown in bold type when first used), sets out the basis on which we will be acting for you (and your executors, administrators and assigns). When signed by both of us, this letter will constitute a formal agreement between us, so please read it carefully and do not hesitate to discuss with me anything you find unclear. Once you are happy with its terms, please sign both copies of this letter, keep one copy and return the other to us.

It is worth emphasising at the outset that we should each continue to feel confident in the other as our relationship progresses. Accordingly, each of us is free to terminate our representation at any time on the basis set out in paragraph 4 of this letter.

In this letter, references to 'we' and 'our' are to Laxfield Literary Associates Ltd. References to 'you' and 'your' are to you personally.

1. Basis of representation

We will act as your exclusive worldwide agent in relation to your **Works**. This means that during the term of this agreement you will not yourself act or appoint any other agent to represent you in relation to the Works and will refer all approaches regarding your Works to us. We will represent your interests to the best of our ability, using sub-agents where we consider this appropriate (which you hereby authorise) in relation to the exploitation of all your Works, but we will not commit you to any agreement without your approval. You also authorise us from time to time as we see fit to seek and/or represent writer-for-hire work for you (such as commissioned books or scripts). In any such case we will act exclusively

for you as an employment agency. Our agency will, however, be non-exclusive in respect of journalism.

Please remember that it is your responsibility to read and ensure you fully understand any contract negotiated by us on your behalf before you sign. Your signature to any such contract is deemed an acceptance by you of the terms of that contract and of the deal terms set out in it. Once again, you must let us know before signing if there is anything in any such contract which you do not fully understand or wish to accept.

We will not sign contracts on your behalf unless expressly authorised to do so by you in writing.

2. Legal content

As your agent we need to be certain that your Works will not infringe the legal rights of anyone else. Accordingly, you warrant to us as follows:

- a) that you are the sole author and owner of the Works;
- b) that you are wholly entitled to appoint us as your exclusive agents as set out in this agreement;
- c) that the Works are wholly your original work;
- d) that the Works contain nothing that is unlawful in content or which violates the rights of any third party or in any way infringes any existing copyright;
- e) that the Works contain no defamatory, libellous or otherwise unlawful matter, and
- f) that all statements in the Works purporting to be fact are actually true.

You agree to indemnify us, and our directors and employees, against loss, injury or damage any of us may suffer to the extent that this is caused by your breach of any of the warranties above.

3. Financial

- a) You authorise us on an exclusive basis to collect all amounts and credits due to you under contracts we negotiate on your behalf under this agreement. We will do all we can to collect money due to you under such contracts. This will not include seeking help from lawyers, in the unlikely event this is necessary, and should you choose to seek external legal assistance this would be at your expense.
- b) To avoid double taxation on foreign deals, you may be required to produce evidence (such as documentation stamped by your national tax authority) confirming that you are a registered taxpayer in your country of primary taxation. While we will make reasonable efforts to facilitate this, it is ultimately your responsibility to complete these forms and return them to us. Failure to do so within a reasonable time may result in payments being processed with deductions for withholding tax. In some markets it may be possible to reclaim this withheld tax, but with others you may be unable to do so.

- c) As remuneration for our services we are entitled to a commission (to which VAT must be added for UK-based authors for payments collected from within the EEA), calculated as a percentage of the gross **income** arising from all **exploitation** of Works from contracts (including ‘writer-for-hire’ contracts) entered into during the period in which we represent you (and after that only to the extent mentioned below) as follows:

Books, serials & columns, UK publication	15%
Books, serials & columns, publication outside UK	20%
Radio, television, film, merchandising (& other ancillary rights)	20%
Presenting, podcasting, UK	15%
Presenting, podcasting, outside UK	20%
One-off journalism & short stories	15%
Audio, abridged & unabridged, UK	15%
Audio, abridged & unabridged, elsewhere	20%

- d) You authorise us to deduct the applicable commission plus, when appropriate, VAT thereon from each payment we receive or collect on your behalf. We will then remit the balance due to you, less approved expenses and charges set out below and any other money which may be due to us from you, including – without limitation – unpaid commission on payments which you have received in full direct from a contracting party e.g. broadcaster, publisher, or production company. We use our best endeavours to remit monies within 10 days, but at certain times (e.g. Christmas break) this may not be possible and otherwise always ensure transfer within a maximum of 21 days after the incoming payment has cleared the company’s separate client account.
- e) You, in turn, undertake with us to take all practical steps to ensure that all contracts relating to the exploitation of your Works entered into while we are your agent (whether or not negotiated through us) include a provision for the income payable under them to be paid to us, both during and after our agency period. You also specifically authorise us to include such a provision in all contracts we negotiate on your behalf.
- f) Our commission includes such editorial advice and preparation of presentation material as we consider appropriate. We will (in consultation with you) do as much editorial work as we (in our discretion) feel necessary on outlines and manuscripts, whilst developing your projects, in consultation with you.
- g) If you are registered for VAT you may reclaim from the VAT authorities the VAT paid on the commission. If you have a VAT number, please enter it here: _____ . Please be sure to inform us if your VAT status changes.
- h) Should you receive any income from your Works direct we are entitled to receive from you the commission plus VAT that we would have been entitled to deduct from that income.

- i) The various authorities you have given us in this agreement are exclusive to us and irrevocable so long as any sums are due to you under contracts negotiated by us.
- j) We will not charge you for normal administrative, postage, telephone or other overhead costs but will be entitled to charge you at cost, by deduction from income, in relation to your Works:
- books and proofs bought by us for promotional purposes or for submission to publishers abroad;
 - couriers;
 - other exceptional expenses which may be incurred with your prior approval.

4. Termination

This agreement continues until terminated by either you or us on giving not less than three months’ written notice to the other, by letter or email. At the end of that three-month period, unless we both agree otherwise, we will cease to represent you, but we will continue to be entitled to commission in respect of all income arising from contracts for the exploitation of your Works or contracts for your services entered into while we represented you, and from all extensions and renewals of such contracts. We will also be entitled to commission on the income from a contract resulting from a submission made by us to a publisher prior to notice of termination provided that the contract is concluded no later than 12 months after notice of termination.

5. General provisions

Laxfield Literary Associates Ltd is defined as a data controller under the European Data Protection Regulation. We take your data privacy seriously and have in place measures to protect your personal information. We will use your data in our activities to represent you and your work, including making submissions to publishers and media companies, drafting contracts, and processing royalties and payments. Please read our Privacy Notice on the Laxfield Literary Associates website (www.laxfieldliterary.com) to understand fully how we use your information and what rights you have.

Do contact us if you have any questions about our privacy notice or the information we hold about you. You may exercise your rights including asking us to remove or correct information which is inaccurate at any time by contacting us at info@laxfieldliterary.com.

While we will take reasonable care of the manuscripts, outlines, illustrative material, books and other property which you may entrust to us, we will not be liable for any loss or damage caused to them. Accordingly, you are advised to keep copies for yourself of all manuscripts or other materials which leave your possession. Contractually, authors receive file copies of published books from publishers, and the agency does not have the responsibility to retain file copies.

Please do not hesitate to call us or arrange to meet one of us, either in person or remotely. We are here to work for you and are happy to provide a full list of agency staff on request.

The Appendix to this letter also contains some information on our current international arrangements.

This agreement is to be governed by English law. The English courts will have non-exclusive jurisdiction to decide any issues arising.

This agreement replaces any previous agency agreement between you and us.

Please confirm your agreement, and that you have read and understood the terms, by signing and returning two copies of this letter to us.

Client

Date:

Agent

Date:

THE APPENDIX

'Works'

means every literary, artistic or dramatic written work, whether intended for publication in book form or as a contribution to a book or as an article or other contribution to a newspaper, magazine or other periodical and including a script for any play, film or other entertainment intended for any Media Format devised, created or written by you whilst we represent you, or which was so devised, created or written at any time prior to our representing you to the extent that the rights in it are not now subject to any subsisting agreement with any literary agent or for exploitation and also every literary or dramatic work so devised, created or written after the expiration of this appointment where the same has been put under option to any person under the terms of an agreement entered into whilst this appointment is in force.

'Media Format'

includes radio, television (including cable and satellite television), podcasts, the making and distribution of films, video and audio in all forms, including but not limited to, physical and digital, (to include downloads, streaming and any other forms which may exist and/or hereafter be invented) their performance or publication in a form suitable for entry or storage in any electronic system now in existence or hereafter invented, publication in written form, and every other means of dissemination now or hereafter invented.

'Exploitation'

includes every form of exploitation of the copyright in any work including without limitation the assignment of such copyright and the grant of the right to do any of the following things in respect of the work, namely its publication of the same in book form (in any format) or other Media Format, the serialisation of the same in any newspaper, magazine, journal or other periodical or other publication or by other Media Format (whether by the grant of first or second or subsequent serial rights) the publication of abridgements, condensations, adaptations or extracts of any work, its adaptation into a play or film or strip cartoon or other picturisation including its subsequent broadcasting or publication by any Media Format and the grant of Merchandising Rights.

'Merchandising Rights'

means the right to exploit characters, items and events in any work through the manufacture, licensing and/or sale or other distribution of goods or services.

'Income'

means the entire consideration received from the publisher or other holder of any right or licence in relation to the exploitation of each Work in respect of such exploitation before the deduction of any overseas withholding tax and commission and any expenses payable to us hereunder and whether or not the relevant consideration is receivable by you or by any third party to whom you have transferred the work or the income thereof or any rights in respect thereof other than by normal exploitation contracts at arm's length. The singular includes the plural and the masculine includes the feminine and the neuter, and vice-versa in each case.

'Overseas Rights'

We represent our clients at major international book, film and television fairs and festivals around the world and make selling trips to America and Europe. Through our partnership with Blake Friedmann Ltd, we have agents working for us around the world (whose commission is deducted from our share). At present they are as follows:

Balkan states	Blake Friedmann Ltd, London
Bosnia	Blake Friedmann Ltd, London
Brazil	Blake Friedmann Ltd, London
Bulgaria	Blake Friedmann Ltd, London
Croatia	Blake Friedmann Ltd, London
Canada	Laxfield Literary Associates
China & Taiwan	Blake Friedmann Ltd, London
Czech Republic	Blake Friedmann Ltd, London
France	Laxfield Literary Associates Ltd
Germany	Laxfield Literary Associates Ltd
Greece	Blake Friedmann Ltd, London
The Netherlands	Blake Friedmann Ltd, London
Hungary	Blake Friedmann Ltd, London
Indonesia	Blake Friedmann Ltd, London
Israel	Blake Friedmann Ltd, London
Italy	Blake Friedmann Ltd, London
Japan	Blake Friedmann Ltd, London
Korea	Blake Friedmann Ltd, London
Macedonia	Blake Friedmann Ltd, London
Poland	Blake Friedmann Ltd, London
Portugal	Laxfield Literary Associates
Romania	Blake Friedmann Ltd, London
Russia	Blake Friedmann Ltd, London
Scandinavia	Blake Friedmann Ltd, London
Serbia	Blake Friedmann Ltd, London
Slovak Republic	Blake Friedmann Ltd, London
Slovenia	Blake Friedmann Ltd, London
Spain	Blake Friedmann Ltd, London
Thailand	Blake Friedmann Ltd, London
Turkey	Blake Friedmann Ltd, London
Ukraine	Laxfield Literary Associates
USA	Laxfield Literary Associates
Countries throughout Africa	Laxfield Literary Associates

Where appropriate we also use film and television agents. We reserve the right to change our agents at our sole discretion.