



Johana T Nigeria Enterprises

08095925561

hello@bookpeddler.ng

TERMS AND CONDITIONS FOR STOCKING YOUR BOOK(S)

By submitting your books to us, you (the undersigned, by whatever name or title whether or not expressly designated) agree to our terms and conditions as stated below and this agreement is binding on you, your estate and your personal and legal representatives. Please be informed that a violation of any of the fundamental terms stated hereinafter amounts to a breach capable of terminating our contract with you.

Book Peddler¹ is referred to as 'we' in subsequent paragraphs.

1. How we operate:

Book Peddler is an online and physical store, we sell through the following channels:

1.1: Online

We sell through our social media platforms (@bookpeddlerng) on Instagram and Twitter, and Bookpeddlerng on Facebook and website: <https://www.bookpeddler.ng>. These channels allow customers place orders and have their books delivered to them upon payment for books and delivery charges. We deliver nationwide.

We post books on these channels as they come first as New Arrivals, on the website under their appropriate genre and subsequently on social media as a post and story.

1.2: Physical Store

We currently have our physical store at: 11 Philip Ojedokun Street, Opposite Tender Care International School, Magodo Phase 1, Lagos. Customers can pick up their books from the store during our opening hours.

Opening Hours: Monday – Friday (9am -6pm), excluding public holidays.

1.3: Other channels:

We sometimes attend events we believe our bookworm crowd will be and take along some books for sale.

¹ Book Peddler is registered under the laws of the Federal Government of Nigeria as the trade name of Johana T Nigeria Enterprises.

2. Our terms:

2.1: Warranty

2.1.1: The author submitting his title(s) warrants that copyright resides with him and that he has the right to market, distribute or sell such title(s).

2.1.2: A publisher submitting a title(s) to us warrants that he has the permission, license or authority to produce, market, distribute or sell such title(s) through us.

2.1.3: An agent submitting a title(s) warrants that he has the authority of the author or publisher to submit such title(s) and sell same through us.

2.2: Collection

2.2.1: Depending on the agreement with the author, publisher or agent, we may pick up or request that the author, publisher or agent delivers to us copies of title(s) that parties have agreed to submit for distribution and sales.

2.2.2: The author, publisher or agent agrees with us that we shall have one day i.e. 24 hours from the time of delivery or pick-up to check the books and ensure it fits with requirement and to confirm that there are no damages whatsoever that may interfere with distribution and sale of the books to our customers.

2.3 Stocking

We have a Sale or Return Policy. What this means is that we do not buy books off the author, publisher or their agents, instead we collect copies, sell and remit payment based on sales. Books are restocked as quantities get depleted.

2.4: Content Requirements

You are to ensure that the content of the title submitted to us is non-offensive, and does not violate any laws in Nigeria or any other country whatsoever, and if at any time you discover that the content of the title delivered to us violates or is offensive to the laws of Nigeria, you must recall such title, giving the proper notice as required by paragraph 2.11 of these terms and informing us to take down every image, cover and/or synopsis which we may have published during the pendency of this agreement.

2.5: Rejection

We are entitled to reject any title(s) or book(s) which do not meet our requirements whether as regards contents, form or target audience. If we request that you review or provide additional information relating to your title including information confirming your right, authority or licence to submit or distribute the title, you are expected to promptly comply and you represent and warrant that the information and documentation which you have thereafter provided will be current, complete, and accurate. We reserve the right to make any enquiries we consider appropriate to verify your claim or the document(s) provided.

2.6: Pricing

Subject to the market price, rating and value, the author, publisher or agent has the right to prescribe and provide us with the price or value of your title and may alter, vary or change the price of any of your title as you deem fit.

2.6.1: In the event that we offer titles up for sales or through the gifting of coupons to customers, the author remains entitled to his fees as stipulated in paragraph 2.8 of this terms and conditions.

2.7: *Payment and reporting*

We make payments to authors on a monthly basis, subject to quantity of books sold. Remittance to authors, publishers or agents whose payment for the month falls below two thousand Naira (~~N~~2,000) shall be postponed to the subsequent month or to a time when their payment is up to two thousand Naira (~~N~~2,000) only.

2.7.1: The date of payment shall be the last day of the particular month or the first working day after if the last day of the month is a public holiday or a weekend.

2.7.2: A Sales report, consisting of the quantity of books sold and quantity yet unsold, the sales price and evidence of payment, shall be sent monthly to all our authors, publishers and/or their agents.

2.8: *Commission*

We charge 20% commission on each book sold, which commission is deducted at source before remittance is made to the author, publisher or agent.

2.9: *License*

2.9.1: By submitting your title(s) to us, you agree that we may reproduce, share or post a portion of it to our social media pages and handles for the purpose of creating awareness, marketing or promoting your title to improve sales.

2.9.2: You also agree that by submitting your image, cover image of your title and summary of your title, you permit us to use your image, likeness or cover image for the purpose of promoting, advertisement branding and publicity of your title as well as the publicity of our brand.

2.10: *Book Peddler Sales and Coupon*

From time to time, we offer sales on books by price reduction or using coupon codes, however, the amount to be remitted to the Author, Publisher or agent remains the same based on agreed commission.

2.11: *Recall of Title*

Authors, publishers or their agents may recall or withdraw their books at any time they request however any author, publisher or agent requesting to recall or withdraw books in our possession shall give us at least one day notice within which we would make arrangements to retrieve all copies of the requested title(s) from our store(s) and/or warehouse(s).

2.12: *Third Party Claim*

2.12.1: You agree to indemnify us against any third party claim that may arise from copyright infringement, interference with use of trademarks, right of sale or otherwise.

2.12.2: We only sell books to customers; we however do not take responsibility for any actions or omissions of customers as it relates to author's titles and right of use.

2.13: *Marketing and Distribution*

2.13.1: We reserve the right to decide on our method of promoting, advertising and distributing titles

submitted to us.

2.13.2: We reserve the right to determine the medium, range, time and degree of promotions we would employ in marketing, advertising and promoting title(s) submitted to us for sales.

2.13.3: We reserve the right to advertise, promote or market any title(s) submitted to us by our authors, publishers and/or their agents.

2.14: Termination

2.14.1: Any of the parties may terminate this agreement at any time and for any reason including the breach of any of the terms stipulated in this terms and conditions by giving a one month's notice to the other party.

2.14.2: In the event that any party terminates the contract, we shall within the one month given in the notice make arrangements to return all copies of the title(s) of the author, publisher or agent in our possession. Provided that we shall first satisfy every obligation that we have made to a third party with regards to such title(s).

2.14.3: Upon termination, we shall render accounts and all payments and indemnities pending between parties shall thereupon be settled.

2.15: Dispute Resolution

2.15.1: All disputes as regards payments shall be settled amicably and if peaceful settlement fails shall be resolved by submitting the claim to mediation at the Lagos Multi-Door Court house, presided over by a mediator appointed by the court, subject to its practice direction. The seat of mediation shall be Lagos State.

2.15.2: Every other dispute may be resolved by first peaceful discussions and negotiations and in the event that such peaceful discussion fails, by commencing an action in a court of competent jurisdiction.

2.16: Governing Law

This relationship between us shall be governed by the Laws of the Federal Republic of Nigeria whether currently enacted or as may be amended or replaced in future.

2.17: Amendments

We reserve the right to unilaterally change and update our terms and conditions as the market and times changes however you would be notified of any changes and you retain the right to either continue with us subject to the new changes or terminate your agreement with us.

2.18: Commencement

The terms of this agreement becomes effective upon the author, publisher or their agent signing and returning the authorised copy to us or when we take overt steps or action towards the distribution of the titles submitted to us by the author, publisher or their agent, whichever comes first.

2.19: Interpretations

In this terms and conditions, the reference to the masculine gender shall refer to the feminine gender to the same degree, and where the context permits the following words shall have the meaning ascribed to it hereunder:

“Author” refers to the person in whom copyright of a work first resides.

“Book” means a written text, whether available electronically or printed physically, which has been published and made available to the public.

“Titles” refers to the collective quantity of books bearing the same name, having the same or majorly the same content and written or edited by an author, irrespective of whether the cover is the same or radically different.

“Party” where used in the singular, refers to any of the persons who has signed their consent to be bound by the terms and condition stated above. When used in the plurals refers to both parties collectively.

“Work” refers to the idea and content contained within a book.

3. Our pledge to authors, publishers and agents

We do not guarantee sales of titles submitted to us by the author, publishers or their agents, we however pledge our support, loyalty and dependability to our authors, publishers and their agents and we pledge that we shall not interfere with the author, publisher and agent’s right to profit. To this end we shall not reproduce, duplicate or make copies of author’s work submitted to us save to the extent permitted by our terms above.

4. Author/Publisher obligation:

What to send

On acceptance of this condition, the author, publisher or agent is required to send the agreed quantity of each title to the store while the following should be sent via email:

- Book cover with white background (jpeg or png format)
- Book Synopsis
- Invoice containing account details for remittance, discounted price of the book (invoice can also be a physical copy sent along with the books).

4.2: Promoting books

4.2.1: Authors, Publishers and agents are required to promote their books on various channels including but not limited to online platforms. In this promotion, they are to highlight the social media handles and physical store address of Book Peddler as channels where their book(s) can be obtained.

4.2.2: If after a period of 6 months has lapsed from the date an author, publisher or agent submitted his title(s) to us and no sales or promotions were recorded, we reserve the right to request that the author, publisher or agent withdraw the title(s) in our possession and paragraph 2.11 shall apply.

4.3: Author/Publisher Sale

In the event that the Author, Publisher or agent offers their book(s) for sale by slashing prices using Book Peddler platform, the agreed commission stated in the ‘*Commission*’ paragraph above applies and will be deducted before remittance to author, publisher or agent.

4.4: Pre-Order

4.4.1: Book Peddler can take pre-order requests from costumers on behalf of the Author, Publisher or

their agent.

4.4.2: The commission stated in paragraph 2.8 above shall apply in this instance. We shall deduct our commission from source after which the balance will be paid to the account provided by the author, publisher or their agent.

4.4.3: The Authors, Publishers or agent will be required to make available pre-ordered copies to the store address or for pick up by Book Peddler at least 3 working days before pre-order ends to enable processing of orders. If books are not delivered before pre-order date ends, all orders made for the pre order will be cancelled and customers refunded. Hence, no payment will be remitted to the author for the said pre-order.

This agreement is entered this day of, 20.. between

Book Peddler

Name: Temilade Aina

Designation: Founder, Johana T Nigeria, Enterprises

Date: 09-02-2024

AND

Author/Publisher

Name: _____

Designation: _____

Date: _____