

POINTS TO PONDER

As an innocent and aspiring author the easiest task in the world is putting together your manuscript. It is when 'without guidance' you come to look for a publisher you risk opening a veritable Pandora's box of nightmares set to take your money and give you as little in return as possible.

As such an aspiring author you will suffer three afflictions:

- a. You know little or nothing about publishing.
- b. You are (often) in isolation from those with knowledge of publishing.
(and the most dangerous of the three)
- c. You believe, almost without reservation,
anything you are told by those you find advertising for authors in newspapers and magazines.

So, how (very easily) can you be taken in?

Your friends and relatives keep telling you *how good* your writing is and pestering you to try and get it published - well . . . it's the excitement of the thought of having a writer in the family, isn't it! You find an advertisement in a newspaper or magazine which asks for manuscripts to be submitted. You send off yours - well, it doesn't hurt does it? Probably nothing'll come of it. But. . . they've written back and told me - *that I can write. It's good* they say! *I've got a 'Literary Talent'* they say and they'd be *'pleased to publish me!'* Well would you believe it . . . you were right all along! The other piece of paper in the envelope is a 'Quotation' usually broken down into 'four easy payments' (which makes the thousands look smaller). This can be described as: being 'necessary as you are a new author'. Or as 'a subsidy'. Or as 'joint-venture' publishing. Or as a 'subvention'.

However the required payment is described, it means that You are going to pay for your book - not (as you are supposed to believe) a part of, or a share of, or a subsidy for, but all of and more. But you believe what you're told . . . you go back to the original promotional letters which tell you about the company's wonderful marketing department and its higher than average royalties . . . and the report which tells how good your work is . . .

"well . . .

if my work is as good as they have told me, They can obviously market it - They say they will and They wouldn't tell me my work was so good if They couldn't sell it - well would they? And I'll get all my money back and more through Their marketing and their high royalties."

"The warning they carry about books not making money? Oh that's just for all those who they turn down - those who can't write."

"I mean to say, if They think my work's so very good, They'll definitely be able to sell it in really large numbers, won't they? They wouldn't tell me my work was so good if they didn't Really want to publish it - would They?"

What you don't know because you are 'in isolation' is that virtually every author who has ever submitted anything has been sent exactly the same sort of 'glowing report' on their work. Even a gentleman in Nigeria who has a poor grasp of the English Language and idiom was sent a similar report from a UK based vanity publisher early this year telling him how well written his work was and how "proud" that publisher would be to publish it for £9,000 - which he intended to borrow from his uncle, on the strength of the promised royalties.

In some instances the eventual book will be well produced. In some instances it will be very badly produced, but the one thing that will not happen is that the book will sell. Nor will it make you any profit whatsoever.

It won't sell because (apart from on a low level 'local to your area') there is no attempt to sell it by the vanity publisher you have chosen. He has made his money when you sent in your cheques -

publishing and marketing your book would cost him some of the large profit he's already made out of you - and that he doesn't want to spend. Also, the vast majority of bookshops and library suppliers will not consider such publications for their shelves.

It's All In The Wording!

There are various ways in which a vanity publisher will word his promotional material. One such example is . . . “*we will charge you (let us say) £5,000 to publish your book but until you have got all your money back we won't start taking our share of the profit.*” Sounds good doesn't it?

But the company has - in charging you to produce your book - already made every penny profit they dare to, out of you - they don't need to sell a single copy of your book to 'make that profit' and as they do not have the marketing capability of a mainstream publisher, the number of copies they will sell is usually very few. Thus your chances of getting your outlay back through their sales is very unlikely, and the chances of your doing so through your own sales ability is usually even more unlikely.

A slightly different tack is the vanity publisher's promise: “*once you have sold (for example) 4,000 copies of your book we will give you back your outlay.*”

This amounts to virtually the same thing; a company which doesn't have a proper marketing department - acceptable to national mainstream book buyers - is never going to be able to sell copies of your book in any appreciable quantity and usually only markets it on a area, local-to-the-author, anyway. You therefore have to accept that it is your own sales ability which is going to be responsible for almost all the sales created - and *your* chances of ever selling the suggested number to reach the magic money-back situation is, almost without exception, so much pie-in-the-sky! But you are not to know that this will be the case until long after you have parted with your money - when it is far too late.

How many aspiring authors have borrowed many thousands of pounds from a relative, friend, or even their bank on the strength of the 'returning royalties'? Yes, even Banks and other legal organisations get taken in, it is after all, a highly professional con which makes hundreds of thousands of pounds a year for the organisers.

So before you answer any advertisement anywhere, please remember that you do so 'at your own risk' for until the law is altered there is extremely little protection for you if you sign a contract with one of these 'publishers'.

VANITY PUBLISHING: UNDERSTAND YOUR CONTRACT

On Monday October 15th 2001 I received an e-mail from a puzzled author who seemed in some distress:

Johnathon, (he wrote) “A copy of my book was ordered from amazon.co.uk on Sept 27th, the same day as I personally ordered copies from W.H.Smith and a small local bookseller. Needless to say I am awaiting a parcel from Amazon and a telephone call from the two establishments almost three weeks later. A friend of mine ordered a copy from Ottakers in Harrow, London when the book was first published in February 1999 and he is still awaiting a telephone call from the bookshop. I have a friend in Denmark who ordered the book on August 14th this year and he has also received, I think the phrase is, sweet FA, some nine weeks later. So what next for me? Keep waiting for the three books I ordered I assume? Help.”

He could not understand what had happened (he explained) for the company had stipulated in its contract that it would publish 'not less than 1,500 copies of The Book over the first three print runs and subsequent print runs shall usually consist of 500 to 1,000 copies'.

He presumed from this statement that the first print run would therefore consist of 500 copies of his book.

I explained to him that legally that did not necessarily follow. Although the contract stated that there should be '1,500 copies' over the first 'three print runs', it did not state how many copies should be printed in each print run nor did it state when or with what frequency any such print runs should occur, but the contract did state '. . . and the number of copies from time to time to be printed and bound to supply commercial need'. What if there were no 'commercial need'?

Let us presume that the company was simply being financially astute in not wishing to print too many copies in the first print run lest major book sellers did not take up the title. Some book buyers have even been known to suggest that they were not aware of a title's existence! Review copies have often been known to 'go astray' in the past.

Say the company had wisely printed only 100 copies in the first print run, which had quickly sold. They would have to await the second print run before they could honour further orders.

Of course, if the book proved a success, then that second print run might well be of 1,000 copies and the subsequent third print run of 400 copies - which would make up the 1,500 copies in three print runs as promised in the contract. Any subsequent orders would - in the fullness of time - be covered by the contract's statement of 'subsequent print runs shall usually consist of 500 to 1,000 copies'.

"But what if there are not many orders for my book after all? If all the copies that are ordered are covered by the first print run and then there are only a few copies ordered after that, when will the rest of the 1,500 copies of my book - which I have already paid for - be published? And why haven't even the first few orders been sent out yet?" he asked . . .

. . . the answer? They print copies 'to market demand'. A few self-generated orders wait a long time in the print queue. Add in: no marketing = no more demand = no need to print further copies.

In the 1995 Advice Note to Vanity Publishers issued by the Copy Advice Panel at the **Advertising Standards Authority**, vanity publishers were advised that they should cease referring to themselves as 'subsidy' publishers unless they could prove that they were.

In the late 19th and early 20th centuries a 'Subsidy Publisher' operated by agreeing a split of the publishing costs of a book he wished to publish with its author which both would pay at the agreed division of costs. The publisher would take all profits until such time as he had recouped his outlay and then any subsequent profit was divided between both publisher and author at a previously agreed percentage. There is no such publisher presently operating in the UK to my knowledge.

Some vanity publishers in their promotional material give the impression that they have a 'special' relationship with some of the bookselling companies and the impression they appear to be trying to give is that such companies form a part of that vanity publisher's 'distribution' network.

Where all the major booksellers are concerned such information is obtained independently.

Take the Internet giant, Amazon.co.uk as an example - books are listed on their websites in a number of ways. They take feeds from Bookdata and Whitakers as well as from several wholesalers. Bookdata and Whitakers both maintain databases of all UK books in print and automatically update these details to Amazon's website.

It must be realised by you the author that very, very seldom does a person browse Amazon - or any bookshop shelf randomly - but almost without exception goes to such a 'bookshop' looking for a specific title, subject or author.

Unless there is a proper marketing of your book undertaken by your publisher the fact that your title is automatically listed with booksellers does nothing to *create* sales.

Many vanity publishers - in claiming that they send copies of your book to the British Museum Library and to the various universities - give the impression that this is a 'service' they offer. Not only is it a rule of law that they have to do so, but so often (from the addresses to which they claim to send them) they do not appear to know where or to whom these copies should be sent. By law a publisher has to send 1 copy of every book published in the UK to the Legal Deposit Office at the British Library, Boston Spa, Wetherby, West Yorkshire LS23 7BY and 5 (five) copies of it to The Copyrights' Libraries Agency at 100 Euston Street, London NW1 2HQ which is the legally responsible department for distributing the copies to the main University Libraries in England, Scotland, the Republic of Ireland, Northern Ireland and Wales.

All those 'well-known authors' (who vanity publishers claim) went to vanity publishers to get started? They didn't. A good example is one most often quoted by vanity publishers as having used their service as the starting point to fame was Beatrix Potter, but she didn't. In 1900 when she was unable to find a publisher for her first book she "made her own copies." At that time (before the up-surge in the mass media that made it possible for vanity publishing to flourish) there was no such thing as vanity publishing. She self-published her first book 'The Tale of Peter Rabbit'. Her second book, 'The Tailor of Gloucester' (1902) was taken up by a mainstream publisher.

It is interesting to note that **The Publishers' Association** have long had a policy whereby they will not allow vanity publishers membership of their organisation.

MAILBOX Companies. Many people have an aversion to dealing with a company that has a P O Box address. so Mailbox Companies offer vanity publishers a prestigious street address both in London (such as 37 Store Street, Bloomsbury, London WC1E 7QF; 405 Kings Road, Chelsea, London SW10 0BB and Ludgate House, 107-111 Fleet Street, London EC4A 2AB to name but three) and in many other towns and cities throughout the UK . They also list the services they offer: receipt of mail and parcels; 24 hour service; telephone mail-check service; mail/fax forwarding.

You will note that many vanity publishers over the years have used these and other similar addresses to appear to have a foothold in the capital at a prestigious address..

These Mailbox Companies may be described as suppling 'accommodation' or (US term) 'mail drop' addresses for those "who do not wish or are unable to receive post at a permanent or actual address."
(definition from the Collins *Concise English Dictionary*)

If you can prove that the promotional material you were sent by a vanity publisher led you to believe - by statement or inference - that you "could or would make a financial profit from the publication of your book," or that "the produced book would be of a better quality physically or visually," you may include for 'Expectation Damages' in your claim, apart from claiming for the return of monies you paid and interest on that money. This is something you should discuss with your solicitor.
