

Bookshop Builder – terms and conditions

These Terms and Conditions apply to all services provided by Katie Mackenzie trading as Bookshop Builder, a sole trader based in the United Kingdom ("I", "my"). By engaging our services, you ("the Client", "you") agree to be bound by these Terms.

Building Your Shopify Site

1. What I do

I design Shopify sites for authors, which means I create sites which primarily sell ebooks, paperbacks, hardbacks and audiobooks that are printed/produced on demand and shipped directly to the customer.

What features will be included in your site?

- Each product will have a product page for customers to buy the book.
- I will add any other pages you wish, such as About Me, Blog, etc.
- The site will be branded with your colours, fonts and images.
- I can set up sale items and product bundles of your choosing.
- I can copy over any information from your existing website, and add links to other stores such as Amazon, if you want to offer your readers a choice of retailer. You can also add links to KU ebooks on your site in the same way you do on your current website.
- I can add links to your newsletter sign up.
- Your site will be functional and ready to take orders from customers.
- I will help you ensure the sales tax side of the site is set up correctly.
- I work very collaboratively and will keep in touch with you throughout the process to check that what I am building matches your expectations.
- While I have experience in using Shopify, I cannot re-write Shopify's code to fulfil all your wildest dreams – we're going to have to stick with what we've got! Having said that, Shopify is extremely customizable, so I should be able to provide you with what you want, especially if you add additional apps, as mentioned above.

2. What I don't do

I can't manage stock for you, post out items, or keep track of stock for you. If you wish to sell items from your store that are not print on demand, I can set up the product page

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for you, but the rest is up to you. You will have to decide how you are going to stock these, manage the stock levels on Shopify to ensure that it doesn't go out of stock, and add the correct shipping information. Shopify has the ability to restrict items to certain countries, so if you only want to sell your merchandise in the US, this is possible. (Meaning you don't have to deal with international shipping and customs.)

My expertise is in books, not other merchandise.

What is out of scope?

- **Any products not included in the list you give me before I start working on your site.**
- **Writing product descriptions/blurbs and proofreading of copy.**
- **Organisation of images and copy.** Please ensure that images are shared with me in an organized manner so that I can find them easily. Dropbox/Google Drive is ideal for this. I will let you know what images and text I need.
- **Once the site is up and running, your customers are your responsibility.** You will deal with your own customer queries. I will design the site, but I will not manage orders on a day-to-day basis for you. If you need to add new books/products or make any changes I am happy to do this for you at my usual hourly rate, and during the design phase I can teach you how to do this yourself. I will provide you with how-to guides.
- **It is your responsibility to ensure that you comply with sales tax** in the countries in which you sell your books. I can help by suggesting popular apps that people buy to calculate tax, but I am not a tax specialist or accountant so cannot take responsibility for your sales tax compliance.

The exact scope of work will be outlined before work begins.

Any services not expressly included in the agreed scope may be subject to additional charges.

3. Reviewing and approving designs

If I ask you to approve a change and I don't hear from you within 4 working days, I will assume that the design is considered "approved". This is unless the change adds a cost to you, in which case, I will not make the change until I have your approval.

4. Revisions and Scope Changes

Reasonable revisions may be included as specified in your agreement. Additional revisions or changes outside the agreed scope will be charged at the standard rate.

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5. Be aware of potential extra costs with Shopify

On top of the monthly fee you pay to Shopify, it is likely that you will want to add additional features to make your site do more things and there is an app for anything you can think of. It is perfectly possible to make a store to sell your books that doesn't use any additional apps, but you might want to consider adding apps to help with calculating sales tax, creating pop-up email sign up forms or offering discounts, integrating your newsletter sign up, customer reviews, etc. The costs of these vary from free to one-off payments or a regular subscription. We will discuss your needs as we go along, but be aware that some of the things you might want to copy from other people's shops do incur additional costs. I won't install anything that incurs extra costs without your agreement.

6. Intellectual Property

Upon full payment:

- You will own the final deliverables created specifically for you
- I retain the right to use the work for portfolio and marketing purposes

Any third-party assets (e.g. stock images, plugins, fonts) remain subject to their respective licences.

7. Termination of the project

Either party may terminate the agreement in writing.

In the event of termination:

- You will pay for all work completed up to the termination date
- Any deposits paid are non-refundable

8. Copyright

If you infringe copyright by using images or fonts that you do not own on your site, I cannot be held responsible for these. I will use what you send me and it is your responsibility to ensure you have permission to use these for commercial purposes.

9. What I will need from you:

- a) You will need to do the initial set up with Shopify – sign up, add your details, name your site, add payment settings, etc. You will need to give me access as a collaborator. I'll need access to all areas of the site for the site build.

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- b) Any print-on-demand paperbacks or hardbacks need to be set up on [Lulu](#) or [BookVault](#) for printing and shipping. (I am very familiar with BookVault and highly recommend them for quality and ease of use.)
- c) Any ebooks or audiobooks should be set up on [BookFunnel](#).
- d) You will need to provide your own store policies: Privacy Policy, Terms of Service, Refund Policy, Shipping Policy and Contact Information.
- e) I will need to know which of your books you wish to sell on your store.
- f) It is very helpful if you give me any logos, fonts or images you wish to use – I'll assume anything you give me you have the licence to use commercially.
- g) If you already have your own website, I will match the theme and feel of this to your Shopify store, unless you want something different! Please let me know exactly what you want and I will do my best to create it.
- h) You might want to create a new domain name for your store. The default from Shopify would be along the lines of [www.yourauthorname.myshopify.com](#). You might like something better, like [www.yourauthorname.shop](#), or [www.yourauthornamebooks.com](#). You can buy a domain through Shopify or through a third party like GoDaddy. If you buy a new domain name, I can connect this up for you.
- i) Please keep in touch! You will be able to view how the site is coming along any time you like so let me know what you like or don't like, or anything I need to include. I completely understand that your design might change once what you envisioned in your head becomes real.

10. Your responsibilities

You agree to:

- Provide all necessary content, materials, and information required for the project in a timely manner
- Ensure that all content provided does not infringe any third-party rights
- Review and approve work within a reasonable timeframe

I am not responsible for delays caused by your failure to provide required materials or feedback.

11. What happens next?

If you would like to go ahead, we will finalise what needs to be included in the site.

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12. Keeping in touch

I am in the UK, so because of time differences, email is the best way to contact me with any queries: katie@kmackenzie.co.uk and I will use email to contact you, too. I'm happy to call by Zoom/Skype/Meet/whatever at any point, and you will be able to see the progress of your site as we go along. I'll charge the hourly rate we agreed.

How long it will take to build your store depends on how many books you want to add and what you can already provide in terms of images and design ideas. Please bear in mind that I have other work and family responsibilities. I will always be upfront and honest about my availability. If you have a launch date in mind for your store, please let me know at the outset.

When your store is up and running, I can provide support to add new books and make changes to your store, charged at my normal hourly rate. I will also leave you with how-to instructions and am happy to talk you (or your assistant) through how to add your own books so that you are able to manage the site on your own.

13. Payment

Fees will be agreed in advance. Unless otherwise stated:

- A non-refundable deposit may be required before work begins
- Remaining balances are due within 7 days of invoice
- Late payments may incur interest at 8% per annum above the Bank of England base rate

I reserve the right to pause work if payments are overdue.

I can take payment by bank transfer, PayPal or Wise. For transfers with currency conversion I'd prefer Wise as that's the cheapest. I will invoice you either on completion of the project, or monthly for hours worked, whichever comes first. I track my hours and will only bill you for the time I've worked on your project – no retainer or fixed fees.

I invoice monthly for any work done once your store is already launched.

14. Limitation of Liability

To the fullest extent permitted by law, I shall not be liable for any indirect, incidental, or consequential loss, including loss of profits, revenue, business, or data.

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My total liability for any claim arising out of or in connection with our services shall not exceed the total fees paid by you for those services.

15. No Guarantees

I do not guarantee specific results from my services, including but not limited to website performance, search engine rankings, or business outcomes.

16. Confidentiality

Both parties agree to keep confidential any sensitive or proprietary information shared during the course of the project.

17. International Clients

If you are accessing or using my services from outside the United Kingdom, you do so at your own risk and are responsible for compliance with local laws. You agree that any disputes will be handled in accordance with Clause 18 below.

18. Governing Law and Jurisdiction

These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

19. Amendments

I reserve the right to update these Terms and Conditions at any time. Updated versions will be posted on my website and will apply from the date of publication.

20. Contact

If you have any questions about these Terms, please contact: katie@kmackenzie.co.uk