

CONTRACTUAL AND PAYMENT TERMS FOR AUTHOR APPEARANCES

Helping you with the formal bits



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PLEASE NOTE: our Guide to Engaging Freelancers is an explanatory note that you can send to organisations who seek to impose terms. It can be found at societyofauthors.org/advice/guides or we can send you a PDF on request.

A. Introduction and when to use this guide

The SoA offers several guides for author appearances, talks at festivals, and events in schools (also at societyofauthors.org/advice/guides) which you may find useful when deciding whether to appear, making arrangements and setting fees. This guide deals with the dull but important bits to do with contract terms, insurance and tax and sets out some drafts of contract terms that you might want to add to your invoice. You can alter the wording to suit your specific situation and needs. It should be read together with our [Guide to Engaging Freelancers](#), which is an explanatory note that you can send to organisations who try to impose terms.

1. Wrongful Deductions and payment procedures

Some authors report problems when host organisations seek to deduct tax or NI from their payments, are unwilling to add VAT to the payment, and/or attempt to impose auto-enrolment on freelance writers. If you send our guide to 'Legal formalities, rights and payment requirements for organisations hosting author events', which is contained in the Appendix and is an explanatory note that you can send to organisations who try to impose terms to the host organisation, it should explain and forestall such problems.

If you (e.g. some children's authors) do a great deal of work for a single local authority you might want to consider registering as a supplier with that authority - this can simplify the payment procedure.

2. Public liability insurance

Public Liability Insurance (PLI) covers claims made against you by third parties who have been injured or whose property has been lost or damaged due to your negligence. It is not a legal requirement, but is increasingly insisted on by host organisations, especially those controlled by local authorities.

If you don't already have PLI, clarify the situation at the outset – some institutions have been known to flag this up as a condition of payment only after the event has taken place.

If you are asked to have PLI, ensure the venue knows that a condition of such insurance is that you will be accompanied at all times and will not be left alone with children under 18 or vulnerable adults.

The SoA has a scheme which allows members (resident in the UK) access to a suitable and affordable form of PLI. The scheme is run on an annual renewal basis. There are two liability levels of cover available: up to £5 million for an annual premium of £17 and up to £10 million for £22. For further details, go to societyofauthors.org/insurance.

3. Security clearance

You should not be required to have a Disclosure and Barring Service check (DBS, formerly a 'CRB check') because it is necessary only where there is *'teaching, training or instruction of children, carried out by the same person frequently (once a week or more often) or on four or more days in a 30-day period or overnight.'* For more information see gov.uk/dbs-update-service.

4. The author's terms and conditions

Right at the start of the conversation, when invited to make an appearance, start by asking the host to send you its standard terms and conditions – if they are not already apparent. And if you feel that the T&C are inadequate or unsatisfactory, you might want to make clear some/all the points below. These are only suggestions – feel free to ignore them, or to include them, as best suits your specific situation and how you feel about the status and motivation of both the host and the proposed event.

4a. Acceptance of these terms is a condition of booking and any correspondence or form filling in order for me to receive payment may incur an administration charge at my sole discretion.

4b. My tax status

I am a self-employed author and give talks [at Universities/Colleges/Schools] from time to time. Various questions often arise in relation to income tax, national insurance, VAT and auto-enrolment for pension purposes.

I am officially registered as self-employed and pay all my taxes as such. My UTR and NI number will be on my invoice, with my postal address and phone number. HMRC does not require me to provide any other information. [Some authors would prefer not to give their NI number. Our understanding is that it is not a legal requirement and it would be preferable if you were not asked to supply it. However, some organisations

use NI numbers as a unique identifier and there is no problem in supplying it so long as you make clear that you are to be taxed as self-employed and must not be treated as an employee.]

No tax should be deducted from any payments made to me. I am not in any circumstances to be treated as an employee. Auto-enrolment for pension purposes should not apply.

Ideally, any payment to me should not be made through a payroll but, if it is, please ensure that no deductions are made and that I am not auto-enrolled for pension purposes. [As a matter of law it is allowable to postpone auto enrolment for three months (see thepensionsregulator.gov.uk/postponement.aspx) and I will not be employed for that long.]

If your finance department asks me to fill in any forms in order to be paid, a) I will make an administration charge of [£...] at my sole discretion, and b) I reserve the right to refuse to give information that I regard as personal, such as annual turnover.

4c. My VAT status

Either: I am not registered for VAT. I will submit an invoice for payment.

Or: I am registered for VAT and my VAT number is ... VAT must be added to the agreed fee and I will submit an invoice for payment.

4d. Payment terms

If you wish me to include a Purchase Order number on my invoice, please give me the number before the event and detail any other information you require me to include on the invoice.

Either: I am happy to be paid by cheque or BACS. Details of both will be on my invoice.

Or: My services are provided through my limited company. Please make payment in accordance with the instructions attached.

I will send you my invoice and receipts for expenses after the event. Payment terms will be 30 days - but if this doesn't suit your system you are welcome to offer a different timescale; however please let me know, otherwise

Either: I will be entitled to add a late payment supplement which will be [whichever is the greater of 10% or £35 pcm or part thereof].

Or: statutory interest will be charged on overdue payments at 8% above base rate plus a £40 penalty charge (as provided for by the Late Payment of Commercial Debts (Interest) Act 1998).

4e. My cancellation policy

If I cancel, neither fee nor expenses will be charged.

If I am unavoidably prevented from reaching you by weather or any travel-related incident outside my control, I would not charge my fee but you would reimburse me for all pre-booked costs.

If you cancel a firm booking more than [six weeks] before the event, half the fee is payable and all incurred expenses must be reimbursed. If you cancel under [six weeks] before the event, the full fee is payable plus incurred expenses.

4f. Insurance

I have public liability insurance with the Society of Authors with a cover of £5m. Please note that a condition of all such insurance is that an author is not left alone with children or vulnerable adults. Authors visiting a particular school/college/university on an irregular basis are not required to have any CRB, DBS or similar disclosure document.

4g. Wider rights

Please do not record my presentation without my consent and subject to agreement on terms (as to permitted use and appropriate payment).

5. A checklist for your invoice

- Your name, address, phone number
- The organisation's name and address
- The date of the invoice
- The date and title of the event
- The department and reference number, purchase order number, or other identifier of the host
- Your invoice number (advisable particularly if you are VAT-registered)
- The fee
- Details of agreed expenses (with receipts where required)
- Your ten-digit UTR
- Your NI number
- Clarify whether you are VAT registered and, if you are, give your VAT number
- *If you will be paid by BACS:* account number, account name and sort code
- *If you will be paid by cheque:* the correct payee name if it is not your own (e.g. if you are a limited company)
- This service was provided by a self-employed tax payer. Payment [plus VAT if you are VAT registered] must be made in full, as per invoice, and no tax or NI contribution should be deducted at source.
- Payment is due within 30 days of invoice date. Statutory interest/a late payment supplement will be charged on overdue payments.

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