

GUIDE FOR COMMISSIONERS ENGAGING FREELANCERS FOR SPEAKING EVENTS 2024



Festival and other event hosts benefit greatly from the involvement of authors; and school visits in particular can be immensely exciting and rewarding for the school and the children. Likewise authors are usually delighted to receive invitations.

The following is a guide for those who engage authors for events. They are not intended to be daunting, but highlight areas where we regularly see issues arising and are – we hope – a constructive checklist of points which may arise.

- 1 Pin down the main points at the outset*
- 2 The fee and why authors should be paid*
- 3 The nature of the event*
- 4 Rights and restrictions*
- 5 Insurance, safeguarding and related matters*
- 6 Payment terms*
- 7 Book sales, and book signings*
- 8 A checklist of logistical points*

1 Pin down the main points at the outset

1(a): Confirm in writing

Festivals often have their own terms & conditions; other event hosts may not and may just engage freelancers by email. Some authors, especially those who regularly undertake school visits, have their own terms & conditions. Terms and conditions which are not brought to the freelancer's attention at the time of booking may not be binding - and it is important to clarify which terms prevail.

An exchange of emails or a verbal agreement is just as binding as a formal contract but it is important to pin down the points with the freelancer in writing, not just over the phone.

If the freelancer's agent or publisher is involved, we advise that they are copied in on all communications.

1(b): Key points

At the outset, clarify what the freelancer is being asked to do, when, where and for what fee, and:

- Ask the freelancer to let you know if they have any special access requirements (such as tickets for a companion, a designated parking spot). This link may be useful: <https://www.inklusionguide.org/>. It also gives guidance on appropriate language and terminology. The SoA supports Inklusion.
- Clarify whether you or your sponsors have any particular policies on sensitive issues of which the author needs to be aware – as is the case with events which have funding from the Scottish Book Trust.

2 The fee

2a. Why authors should be fairly paid

Hosts, particularly schools and small venues like bookshops, are under great financial pressure. However, that applies also to authors – many make a significant part of their living from live events.

Why authors should be paid for all appearances

- A talk involves preparation and travel (so for the author an event will usually take a full working day in practice). Even though a virtual event will not involve travel, it entails preparation (of the author's talk, testing the equipment) and follow-up. Authors earn their living as freelancers, and you are asking the author to give up a day of their time for professional purposes. They are not being disloyal to you or unsupportive of the staff if they ask for a reasonable fee.
- If you have sufficient means, a wealthy sponsor, or are charging people to attend: the author should be entitled to a share of the monies generated.
- The more work required, and the wider the rights taken, the better the author should be paid. For example, if the writer is asked to allow their event to be recorded for public dissemination, that should be compensated appropriately.
- Bear in mind that expecting publishers to pay travel and/or accommodation may disadvantage writers published by independent publishers.
- Variable rates e.g. discriminating between authors writing for children or adults, or between novelists and poets, are unjustified and unacceptable.
- Fees should not be accompanied by the suggestion that the author might want to waive the fee for your benefit; and payment in kind is not an acceptable alternative.

The SoA supports Pay the Creator: <https://www.creatorsrightsalliance.org/paythecreator>.

2b. Fees

The negotiation of fees is a matter for individuals. Fees should take into account travel and preparation time as well as performance time. They should also take into account what an author would expect to earn as a freelance. This link www.andrewbibby.com/reckoner.html, shows freelance rates equated with salaries: a fee of £100 equates to an annual salary of £9,000, a fee of £150 equates to an annual salary of £13,500. You must add VAT to the fee agreed to be paid to a VAT-registered author.

We strongly believe that freelancers should always be paid. If as a one-off an author elects to waive all or part of their fee for an appearance, then consider in what other way you might reward them or enhance their profile. For example by listing them as one of a festival's sponsors or by linking to their books on your website.

2c. Expenses

The author's travel, accommodation and subsistence expenses should be paid, preferably in advance, and you should provide overnight accommodation where necessary. At an early stage, clarify what expenses the author can charge for, and whether there are any limitations or conditions.

HMRC's recommended mileage rate (set in 2011) was £0.45 - when petrol was £1.32 a litre. Current prices should be factored in. See also <https://www.milecatcher.com/post/uk-hmrc-business-mileage-rates>.

[If the author has special](#) access requirements, the SoA has modest grants available for such purposes.

3 The nature of the event

Live performances are stressful. The more the author knows about what to expect, the more confident they will feel and the better your event will be. See the checklist at point 8.

Be clear about the format of the event: in person, virtual or hybrid.

Agree the author's role e.g. giving a talk, being part of a panel, being interviewed, chairing others, giving a workshop, reading their work, performing. Send the author in advance, on request, the questions they will be asked and the topics which will be discussed. See also point 8.

Festivals and small venues might, in addition to inviting 'big names', consider including an event or allocating a space for a gathering of local authors; or pairing a big name with an emerging writer.

4 Rights and restrictions

The author's presentation should be a one-off in person, virtual, or a hybrid event which is simultaneously streamed to a wider audience. Their permission should be obtained if you wish to do any of the following:

- record or create a printed version of the presentation;
- re-use any of the contents of the presentation or supporting materials;
- allow attendees to record or photograph the event.

4a. Recording

Authors may not be willing to agree to the event being recorded for a variety of reasons; it may inhibit how they talk, they may not have a licence to share any slides or visuals, or the presentation could be one they want to repeat. With schools there could also be safeguarding issues.

When an author does agree to the event being recorded, each speaker owns the copyright in what they say, while the recording institution owns the copyright in the recording as a whole.

- The author's fee should reflect this wider use of their presentation;
- The recording should credit the author as copyright holder of their presentation;
- The author's presentation should not be edited/alterd without their consent;
- You will protect the author and their work from generative AI – see point 4(d);
- Your use of the recording should be limited both in terms of the duration of the licence and the permitted uses of the recording.

For a festival, this could be a non-exclusive licence for [e.g one year] for promotional purposes only. For schools and colleges maybe: the recording is for non-commercial school use only for a finite period; or allowing you to buy an annual licence for non-commercial in-house educational use only.

- You will need to ensure that the rights holders of any featured copyright content (e.g. quotations, slides, musical extracts or images) have consented to the inclusion of such items for your intended uses of the recording) and that such items are clearly credited;
- A copy or link to the recording should be sent to the author, and the author might request the right to include it on their own website for [two years], crediting you as its source.

4b. Photography

The law of copyright and people's right to privacy mean that photographing (other than for private, personal use) or recording an event needs the consent of all those featured. This includes making use of photographs of the author for publicity purposes, other than with their consent.

4c. Restraint of trade

A request that the author cannot appear at another festival or event within a specified distance and time period is unnecessary and unfair; we do not believe other events have an impact on ticket sales and such restrictions may prevent an author from undertaking a tour. If you do wish to impose an exclusion clause, the fee should compensate the author in full for the lost opportunities.

4d. Protecting the author and their work from generative AI

We would hope you would include some variation of the following:

The event host and sponsors will not use or grant others the right to use the Author's name, voice, likeness, or any other identifying data nor any part of their [Work/Contribution] in any manner which could help the machine-learning or training, development or operation of generative artificial intelligence technologies.

The event host and sponsors will not knowingly – without the Author's consent – use or allow the use of generative AI in association with any aspect of the production of the Author's event.

5 Insurance, safeguarding and similar matters

5a. Insurance

If you wish authors to have PLI (public liability insurance), that must be made clear at the outset (authors can be referred to the SoA for further information on where to obtain PLI).

You will need to ensure that, in accordance with such insurance, the author is accompanied at all times and (even for a virtual event) will not be alone with children under 18/vulnerable adults.

5b. Identification

If the author will be required to produce ID, clarify at the outset what is acceptable. Will their picture on the cover of a book or on their publisher's or their agent's website suffice, or does it have to be a driving licence (with photo) or passport?

5c. DBS clearance relating to children under 18 and vulnerable adults

Where an author's role is that of 'volunteer' (they are visiting on an irregular basis), DBS clearance (or the Scottish or Northern Irish equivalents) is not a statutory requirement.

If you agree with an author that DBS clearance is not needed, remember to ensure that this will not impede the printing of a visitor pass or issuing payment of their fee.

Where the author's role is not that of 'volunteer', or if your policy is to require DBS clearance for all speakers/visitors, we would expect you to let authors know what level of DBS clearance you need from them at the time of booking.

The SoA has an arrangement with a registered body (acting as an umbrella organisation) to help SoA members obtain DBS clearances. Otherwise, if the author's role does not fall within the category of 'volunteer', they cannot secure their own clearance but need to do so via a registered body and we would expect you to help guide them on how best to do this.

5d. Safeguarding of children under 18 and vulnerable adults

Event hosts and authors will be very mindful of safeguarding concerns. The author should never be left alone with children under 18/vulnerable adults. Even if the author's presentation is virtual, there should at all times be an appropriate teacher, parent or guardian with the children and visible to the author.

The author should not be required to communicate directly with children or vulnerable adults before or after the event (by email, social media or in any other way). Communications should be made via an appropriate intermediary. For further guidance on this, please contact the SoA.

5e. The author's wellbeing

i) Clarify with the author, in advance or on arrival, who is responsible for handling hostile audience behaviour. Schools should clarify who is your designated safeguarding lead to whom an author can report any concerns;

ii) Be receptive to, and flexible about making reasonable adjustments required by, the Author relating to disability or ill health. Feedback from authors suggests that many feel anxious about making access

requests. Make clear that you welcome the Author's instruction on their specific access needs, and undertake to meet these wherever possible and without objection.

iii) Especially for festivals: give a contact name, email and number if the author might want to contact someone because they feel uncomfortable or unsafe or observe an incident where someone else may not have felt safe.

5f. Privacy

Everyone has a legal right to privacy, so there should be no recording or photography without the consent of the author and identifiable members of the audience. In addition, any use of someone's contact or other personal details (for example sharing a speaker's contact details with other speakers, journalists, school-children or their parents) needs consent.

5g. Your own / your sponsor's policies

Clarify with the author, from the outset, if you or any sponsor has any particular policies of which they need to be aware – for example events with funding from the Scottish Book Trust.

5h. Inclusivity

The SoA supports, and we urge you likewise to support, the book industry commitment to inclusivity. See <https://www2.societyofauthors.org/where-we-stand/inclusivity/>

5i. Coronavirus (or other pandemic)

During a pandemic, confirm any PPE or similar requirements you may have with the author in advance of the event.

6 Payment terms

6a. Timing of payment

Fees and expenses should be paid within 30 days from the author's invoice. And be aware that authors are legally entitled to interest if payments are late. On both these points, see <https://www.gov.uk/invoicing-and-taking-payment-from-customers/print>

6b. Invoicing requirements - and avoiding unnecessary paperwork

Agree your invoicing requirements at the time of engagement: whether the author should submit an invoice, what reference/identifier number they should use, to whom and where the invoice should be sent, and whether the author needs to supply receipts for expenses.

Form-filling and admin can be very time-consuming. Please keep paperwork requirements to a minimum. A one-off event should require no more from the author than an invoice. If an author has to deal with additional correspondence or form-filling in order to receive payment because the original terms were unclear, we would expect them to be paid for that time.

6c. Freelance status, tax and National Insurance

Most authors are self-employed (even when they invoice as a limited company) and a one-off engagement does not create a contract of employment. To quote the HMRC Employment Status Manual (section 4502): 'a visiting lecturer who gives a one-off talk or short series of talks on a subject about which he or she has specialist knowledge... is likely to be self-employed.' [gov.uk/hmrc-internal-manuals/employment-status-manual/esm4502](https://www.gov.uk/hmrc-internal-manuals/employment-status-manual/esm4502). Neither tax nor NI should be deducted from the fee or expenses paid to a self-employed author.

Proof of the author's self-employed status should not be necessary (and our understanding is that no definitive form of proof actually exists). However, local authorities sometimes request proof, in

which case it should be sufficient for authors to be asked to warrant that they are self-employed and to give their tax reference number.

Especially when it comes to school visits, freelance authors who do a great deal of work for a single local authority could be registered as a supplier with that authority, which can simplify the payment procedure.

6d. Why the author should not be paid via the payroll

It is incorrect to do so. (And we would expect authors to be paid for any time and accountancy fees they incur sorting it out, if they are wrongly paid via the payroll.)

It causes problems with the author's tax return. It also causes problems if the author is VAT-registered because if a self-employed author is paid via the payroll, the transaction falls outside the scope of VAT and VAT should therefore not be added to either the fee or expenses; but if the author is VAT-registered they are legally obliged to submit a VAT invoice, and that invoice should be paid. Complications can also arise if payment is made via the payroll and the author is paid a single 'total package' sum for fee plus expenses, as they will then have to pay tax on the expenses.

6e. Pension scheme auto-enrolment

Some organisations are required to auto-enrol a visiting writer onto their pension scheme if the writer meets the definition of a 'worker'. A worker is defined by HMRC as 'any individual who works under a contract of employment (an employee) or has a contract to perform work or services personally and is not undertaking the work as part of their own business'. Self-employed authors, who are carrying out any such work as part of their profession, and not as part of an employment, do not fall within the definition of 'worker'. gov.uk/employment-status/worker

Even if an author meets the definition of 'worker', as a matter of law it is allowable to postpone auto enrolment for three months (thepensionsregulator.gov.uk/postponement.aspx) so most authors should not be enrolled. If an author meets the definition of 'worker', and the period of engagement is over three months (a three-month postponement is written into most auto-enrolment schemes) they are still entitled to opt out of auto-enrolment if they so wish, and the engagement should not have any impact on e.g. the Teachers' Pension Scheme. teacherspensions.co.uk/members/faqs.aspx

6f. VAT

If the author is VAT-registered, they are legally obliged to charge VAT on top of both their fee and expenses. Even if you cannot claim back the VAT, it is not acceptable that an author's payment be deemed inclusive of VAT. It would mean that, in return for undertaking the same work, VAT-registered authors are paid less than those who are not VAT-registered.

When it comes to expenses, if the author is VAT-registered but you are unable to reclaim the VAT in your tax return, the problem can be solved if you – rather than the author – make the booking and directly incur the expenses from the outset. (Or, considerably more cumbersome, see www.hmrc.gov.uk/vat/managing/charging/reimbursements.htm.)

Teaching rather than giving a talk: a supply of private tuition is exempt from VAT provided it is a subject ordinarily taught in a school or university and is given by an individual teacher. So, in theory, an author who is a sole trader could in some instances qualify under this exemption – as long as HMRC accepts that they are in this context a teacher.

6g. Cancellation policy

If you cancel the event, the author (who will have set aside the time, prepared their presentation) should be paid in full. If the booking is conditional, that and the size of any cancellation fee should be clarified at the outset e.g. if you cancel more than six weeks before the event, the author will be paid 50% of the agreed fee plus any out of pocket expenses already incurred.

If the author cancels, neither fee nor expenses would be payable. But if the author is unavoidably prevented from reaching you because of weather or travel-related incidents outside their control, we would expect them to be reimbursed for all pre-booked costs. In the event of pandemic-related cancellation, see <https://societyofauthors.org/SOA/MediaLibrary/SOAWebsite/Documents-for-download/Coronavirus-cancellations-frequently-asked-questions-April-2020.pdf>

7 Book sales and book signings

7a. Selling books at events

Will you allow the author's books to be available for sale? If so

- Would you do the organising, or the author (or their publisher)?
- Can the author bring their own books to sell?
- Can you supply someone to take monies? If so, do you have a mechanism for accepting card payments? For cash payments, could you supply a float or should the author?
- If you do the organising, will the books be coming from the author's publisher, a local bookshop, or can the author bring his/her own copies?
- Authors should not be asked to donate books.

7b. Further considerations for book sales as part of school visits

It is exciting for a child to have a signed book; and it can boost enthusiasm for reading. But sales can be disappointing if the children do not have money to spend. Could you send a letter to the pupils' parents/carers (direct, not via the child ideally), outlining what books will be available and the prices? Would you be happy to publicise the talk around the school if the author or their publisher supplies promotional materials?

Possible options:

- You organise for a local bookshop to provide copies (the bookshop might be able to offer you a discount on books or 10% commission if you actually do the selling);
- You buy copies on sale-or-return from a wholesaler or distributor;
- The author takes books in. If so, can a member of staff sell the books so the author can concentrate on meeting the children, answering their questions and signing copies?
- The author leaves an order form with you and sends on signed books at a later date.
- During the pandemic (and for future reference) the guidance was that books should be sanitised and quarantined for [72] hours before distribution to pupils.

7c. Live book signings

Signings can be successful particularly for non-fiction and for writers in schools. However bear in mind, and discuss with the author:

Someone needs to undertake the administration and cost of supplying the copies to be signed, and to take responsibility for the left over copies, including damaged ones;

Signed copies which are not sold at the event cannot be returned to the publisher – though sometimes a local bookshop might be happy to sell such copies;

Sitting in isolation behind a tower of unsold books can be demoralising for the author.

8 Other points to consider – a checklist

8a All events

8b Small events

8c School events

8d Festivals

8a. All events

When engaging an author it is important to consider the arrangements beyond the event itself.

The author needs to know where they are going and when, how they will get there, by when they should arrive, and (extremely important) who they are meeting. Contact details (emails and mobile numbers) should be exchanged and maps provided. If relevant, let the author know who is responsible for booking accommodation and travel. Will they have a reserved parking space? Is there anything they should know about accessing the site (or finding the meeting point within the festival/university/school)?

Explain the arrangements for refreshments and where the author can relax or prepare before and after the event. Ask about dietary requirements or disabilities of which you should be aware. Are they allowed to bring a partner or friend with them – or a dog? Is there Wi-Fi?

If relevant, who will be in control of the bookselling arrangements and supplying books? What, if anything, should the author bring? Can you photocopy materials if necessary?

Is there any information you need from the author in advance: website details, social media handles, a list of latest and forthcoming books?

Who is authorised to make decisions on your behalf? Do they have the author's contact details and vice versa? And does the author have contact details for the person who will be on site on the day?

Clarify with the author: the nature of the event (reading, talk, panel discussion, workshop), when and how long it will last, the author's role, whether it will include Q&A; the nature of the venue (seating arrangement etc). Will the author be sharing the stage with other panellists and, if so, do they all know who else is on the panel?

What is the expected profile of audience? Can you give a (realistic) idea of numbers?

How will the author be described in any flier or programme, promotion, publicity? We would expect the author to have the right to approve all biographical details.

Is there provision/need for a run-through and, if so, when will that happen? Will that use of the author's time be reflected in their fee?

What technical equipment is available? Will a technical expert be on site to help if things go wrong? Does the author have to supply things like power-point slides in advance? Will the author be microphoned? If there's a Q&A, will there be a roving mic?

Will the event be chaired and, if so, by whom? Especially if there is no chair, who will introduce the author? Again, we would expect the author to approve all biographical details. Will the Chair (or host) take control of Q&A? Will they bring the event to a close when time is up - or sooner if things are clearly going badly? And will they take responsibility if there is heckling?

Ensure fresh drinking water is on hand. And at coffee/lunch breaks, is the author happy to mingle or would they want to be left in peace?

Not all authors are comfortable with being photographed during a talk and it can be distracting if it is unexpected. All plans should be confirmed in advance. Will the author be sent photographs (including the right for them to use on their own website/blogs/social media, if they credit you)?

8b. Small events

Publicise the event as widely as possible (including via the local newspaper and radio station as well as social media).

Selling tickets in advance, even if the price is minimal, is no guarantee but people are more likely to attend and you will have a sense of numbers in advance. If it means you can afford to offer a 'free' drink to attendees, so much the better. You might want to agree that the event will be cancelled if fewer than [...] tickets sold by an agreed deadline? (And if so, will the author's expenses still be paid?)

8c. School events

Classroom or hall? Has the classroom or hall been clearly booked?

Will other school staff, and parents, know of the event (so it does not clash with other school or extra-curricular activities)?

Are there any children with SEN or behavioural problems the author should know about?

Will you involve the PTA and/or local library? Will you invite press or parents? And if so, does the author know?

Clarification/guarantees on class size, key stage and age range. The number, nature and timing of sessions the author will give in a day. Include comfort breaks.

Does the author need to address any specific topics linked to the curriculum?

Will the children need artistic equipment - if so, what and provided by whom?

Will the school library have copies of the author's books?

Will children be able to buy copies of the author's books and, if so, will you remind them - repeatedly - they will need money?

8d. Festivals

Inform the author of the name(s) of the event sponsors

Is the author's event part of a strand within the programme? And what parallel events/sessions are taking place? (This can affect attendance)

Can the author attend other events at the festival (free, or tickets supplied)? Might there be any complimentary tickets to the author's event for their publicist/publisher?

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