



Information Sheet

Foundation for Community Dance • January 2011

Engaging with freelancers: A guide to recruitment and contracting

Whatever your art or craft form, this briefing is designed to help you think through the process of hiring a freelance artist or facilitator. Though it will be most useful for groups hiring someone to help develop creative skills (for example by leading classes and workshops), the principles will apply to other kinds of projects that you may have in mind.

Freelancers are often the best option for short projects where you need specific skills, and where it would not be feasible to take on a part-time paid or voluntary staff member.

By employing someone on a freelance basis you can tailor your choice of person to the role, and be clear in advance about what you expect them to deliver and what they can expect from you. Appointing a freelancer can be a great opportunity to bring a fresh perspective to your group – one that can have lasting positive benefits.

A. Planning

Once you have made the decision to engage a freelancer, the first stage is to consult with your group's management committee and/or members about what is required. Some decisions may need to be made in consultation with the freelancer, but it is useful to know beforehand what you have to offer in terms of time, money and resources.

Use the results of this conversation to create a brief for the freelancer – the equivalent of an employee job description – upon which you can base an advertisement.

For funding opportunities, consult the Voluntary Arts website (see Further Resources section), your local authority arts officer, your local volunteering centre or your art or craft form umbrella organisation.

Planning checklist

	✓	✗
We have discussed which creative and /or organisational skills we would like to develop and how these might be developed.	✓	✗
We know how much time we have to devote to skills development.	✓	✗
We know how much this will cost, e.g. freelancer's fee, travel and accommodation room hire, refreshments, materials, advertising, etc.	✓	✗
We know how the freelance contract will be covered financially/know what funding is available for doing this.	✓	✗
We have thought about cash flow, i.e. we will be able to cover invoices on time.	✓	✗
We have the resources, e.g. time, room, materials (if necessary).	✓	✗

B. Finding a freelancer

Freelancers can be found by advertising, or through your local authority arts officer, art or craft form

umbrella organisation or other groups. Word of mouth is also a good way to find people. If you do decide to advertise, it is worth taking the following points into consideration.

1. Where to advertise?

Consider where the sort of person you want is likely to be looking. Possibilities include:

- 🕒 national/local newspapers and radio;
- 🕒 specialist journals – do artists in your art or craft form have a representative body or umbrella organisation? They may be able to suggest low cost ways of advertising;
- 🕒 websites – don't forget that Voluntary Arts circulates advertisements free of charge on a weekly basis through its five e-newsletters and websites, see
 - www.voluntaryarts.org/jobs,
 - www.vaengland.org.uk/jobs,
 - www.vaireland.org/jobs,
 - www.vascotland.org.uk/jobs, and
 - www.vaw.org.uk/jobs;
- 🕒 other voluntary sector and arts umbrella and lead bodies and local authority arts offices may also be in a position to circulate details;
- 🕒 your national Arts Council;
- 🕒 colleges, arts networks/collectives and word of mouth.

2. How to advertise?

Your aim is to get the right response to your advertising at the best cost.

- 🕒 Advertisements should be designed/presented effectively. Include your logo and make the advert consistent with your group's image. Look through job advertisements in newspapers/magazines to see what catches your eye
- 🕒 Base the advertisement on the brief you have put together, setting out the main aspects of the work – what is involved, dates, location, pay, duration, profile of the group
- 🕒 Tailor it to your target audience. Use clear language. A positive manner will promote your organisation to potential artist/facilitators and other readers
- 🕒 Avoid generalisations such as 'attractive terms' or 'appropriate qualifications'

- 🕒 Show that your organisation is one that welcomes applications from all sections of the community. It helps if you can accept applications in a range of formats, e.g. large print, tape
- 🕒 Include a phone and/or email contact and appoint someone to respond to enquiries and provide further details including copies of the brief
- 🕒 Make the closing date and the way the applicant needs to express their interest or apply clear.

Finding checklist

	✓	✗
We have a clear brief from the outset, including: what; where; when; for how long; type of artist; profile of the group (number, age, level of experience, mobility or disability issues, etc.); any health and safety issues; and any record keeping, evaluation, reporting the freelancer will be required to undertake.	✓	✗
We have checked whether we need advertise/circulate a call to tender.	✓	✗
We have identified a number of suitable freelancers.	✓	✗
We have contacted these freelancers to assess their suitability, availability, experience, interest and their level of fees.	✓	✗

C. Recruiting a freelancer

Those registered freelance (or self-employed) take care of their own tax and national insurance contributions. It is essential that your formal arrangement with your freelancer respects their freelance status.

1. Distinguish between a contract for services (freelance) and a contract of service (employee)

The Employment Status Indicator (ESI) tool enables you to check the employment status of an individual or group of workers – that is, whether they are employed or self-employed for tax, national insurance contributions or VAT purposes. To use the tool, visit www.hmrc.gov.uk/calcs/esi.htm

2. What should a written contract include?

There are no rules about what must be included or the length of a contract. A contract can be a simple statement of what has been agreed. However, contract writing can be a complex business. Contracts vary depending on what you are hiring the freelancer to do (i.e. workshops, performances, artwork for the group).

Seek further advice from your art or craft form umbrella organisation or a legally qualified person. Good contracts are likely to contain most or all of the following:

- ☞ names of parties (your group, the freelancer);
- ☞ the nature of the work to be undertaken, where and how, facilities/support provided, responsibilities on both sides and insurance cover. Check with the prospective freelancer and art or craft form umbrella organisation about the type and level of insurance required, and read VAN Briefing 118;
- ☞ duration, start date, completion date, time of work, deadlines (if appropriate), cancellation policy and emergency replacement terms;
- ☞ fee – amount agreed, basis on which it is paid, whether it includes VAT, agreed expenses (if any);
- ☞ payment – how it will be made (cash/cheque/bank transfer), when it will be made, the currency, whether an invoice is required, the freelancer's responsibility for tax and national insurance payments, whether the freelancer will indemnify the organisation for any future liability in respect of these;
- ☞ any special terms the freelancer needs to be made aware of (for example, if a performer can play the same gig within a 50 mile radius within one month of your engagement, because of the impact on ticket sales);
- ☞ monitoring – how the work will be reviewed, what happens if the work is unsatisfactory, the procedure for terminating the contract if there is a breach of contract and the matter cannot be resolved;
- ☞ signatures of parties and date of signing.

3. What a contract for services should not contain

Contracts should not contain references to salary (rather than fee) or arrangement for pay during holidays, sickness or dismissal (rather than termination of contract). These points might suggest to HM Revenue & Customs/Revenue Commissioners that the freelancer is in fact an employee. Merely working on a casual basis has no bearing on whether a person is self-employed or employed for tax purposes.

4. Rights and obligations

There are rights and obligations which apply to an employer's relationship with employees but not with self-employed workers. Self-employed people, though not covered by employment legislation, are covered under religion, race, sex and disability discrimination legislation.

5. Who is the employer?

If the organisation is incorporated as a company or society – the employer is the company or society. If the organisation is an unincorporated association or charitable trust, the individual members of the governing body (i.e. the members of the management committees or trustees) are legally the employer, even though the employer is generally named as the organisation itself in the contract.

6. Selection process

Good selection procedures should ensure people are not denied opportunities for reasons which are not connected with their competence or ability. Those hiring should be able to show that neither direct nor indirect discrimination took place during selection. To do this, the procedure should be organised consistently with proper records kept at each stage.

Legitimate freelancers will be happy to send details of referees, along with how to contact them. For more information on the protection of children and vulnerable adults (if the freelancer is working with either of these groups), contact your national criminal records agency for advice and refer VAN Briefings 109, 82 and 83.

Selection checklist

	✓	✗
We are confident that the recruitment procedure is fair and open.	✓	✗
We have created a shortlist, listing the 'pros' and 'cons' of each person.	✓	✗
We have received CVs information about the freelancers' experience relevant to what we require and selected the most suitable candidate.	✓	✗
We have checked references.	✓	✗
We have checked regarding child protection and vulnerable adult safeguards, if relevant.	✓	✗
We are clear about what insurance is required to cover the freelancer and our members, who provides it, and that it is in place prior to starting.	✓	✗
We have a written statement (or contract) of what we have agreed with the freelancer.	✓	✗
We know who the hirer is (may be the group itself or members of the committee).	✓	✗

D. During and after the contracted period

If there isn't a paid staff member responsible for overseeing freelancers, appoint somebody to liaise with and monitor the freelancer on an ongoing basis, and double-check that all is in place as per the contract. Tear Up Your Tick Boxes (see Further Resources section for details) offers creative ideas for evaluating the success of the venture.

During and after checklist

	✓	✗
A group/staff member is available as contact for the freelancer.	✓	✗
We have made all arrangements as set out in the contract.	✓	✗
We have arranged (timely) payment as set out in the contract.	✓	✗
We have monitoring and assessment procedures in place as per the contract.	✓	✗

Further Resources

A copy of the checklists featured in this briefing are available in Microsoft Word (.doc) format on the Voluntary Arts website at www.voluntaryarts.org/briefings. This is free to download so that you may use it again and again.

VAN Briefings are available to download for free from www.voluntaryarts.org/briefings

- 🌀 102 – Accounting for worth (this briefing includes a template which can be used to help work out the costs of a freelance worker/volunteer)
- 🌀 85 – Taking the voluntary arts into education
- 🌀 84 – Artists in hospitals
- 🌀 82, 83 and 109 – Child Protection
- 🌀 47 and 48 – Taking on paid staff (more suitable for taking on employees but general good practice principles apply).

Tear Up Your Tick Boxes (Voluntary Arts Wales) – www.vaw.org.uk/4574 – for creative ways to evaluate the success of the venture.

Mapping the Future (Voluntary Arts Network) – www.voluntaryarts.org/publications, www.vaireland.org/642 and www.vascotland.org.uk/1028 – a guide to business planning for small arts organisations.

Other publications

The AN Knowledgebank website contains guidance on contracts, budgets and rates of pay when employing artists:

- 🌀 Agreeing a contract – www.an.co.uk/knowledge_bank/article/92014
- 🌀 Good practice in paying artists – www.an.co.uk/knowledge_bank/article/217183
- 🌀 Sample artist's day rates – www.an.co.uk/knowledge_bank/document/381668
- 🌀 Copyright – www.an.co.uk/knowledge_bank/article/81144

This briefing is intended for smaller-scale projects. If you are planning to engage a freelancer for a large-scale project, please seek further guidance, such as:

- 🌀 Guidelines for Artist Residencies (Helix Arts) – www.helixarts.com/pages/guidelines.html – looks in particular at artist residencies (irrespective of art or craft form);

- 🌀 The Public Art Handbook for Northern Ireland (Arts Council of Northern Ireland) – www.artscouncil-ni.org – will give you an idea of what is involved, in this instance in public arts commissioning.

Other useful contacts

- 🌀 HM Revenue and Customs – www.hmrc.gov.uk

- 🌀 Revenue Commissioners – www.revenue.ie
- 🌀 Criminal Records Bureau – England and Wales – www.crb.gov.uk
- 🌀 Central Registered Body in Scotland – www.crbs.org.uk
- 🌀 Independent Safeguarding Authority – www.isa-gov.org.uk
- 🌀 Access NI – www.accessni.gov.uk
- 🌀 Garda Central Vetting Unit – www.garda.ie

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