

SAMPLE T&Cs FOR EVENTS IN SCHOOLS AND LIBRARIES

February 2021



The SoA offers several guides for author appearances, talks at festivals, virtual visits, and events in schools (also at societyofauthors.org/advice/guides) which you may find useful when deciding whether to appear, when making arrangements and setting fees.

This guide includes a sample set of terms and conditions that you can send to schools and libraries when arranging your visit in advance of any live physical or online event.

You should adapt the wording to suit your specific situation and needs. It should be read together with our [Guide to Terms for Engaging Freelancers](#) which is an explanatory note that you can send to organisations who try to impose terms.

You can find further advice in our [COVID-19 Cancellation FAQs](#), which address the cancellation of contracts during a pandemic.

Here's what you'll find on the following pages:

- Sample terms & conditions
- A checklist for your invoice
- How to avoid wrongful deductions and payment procedures
- Safety, safe-guarding and public liability insurance
- Security clearance
- Cancellation due to COVID-19 and other compulsory closures

Sample terms & conditions

Always send your terms and conditions to schools when you are first invited to speak. If you use an online booking system, make sure your terms are clear to anyone who uses it.

You might want to make clear some or all the points below. They are only suggestions, so feel free to adapt or include them to suit your specific situation and how you feel about the status and motivation of both the host and the proposed event. We have **highlighted** elements that you will need to customise.

Acceptance

Acceptance of these terms is a condition of booking. Any additional correspondence or form-filling for me to receive payment may, at my sole discretion, incur an administration charge.

The following materials should be made available to pupils who participate in a workshop:

- [Item 1]

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- [Item 2]

- [Item 3]

The school must test the internet connection with me two hours in advance of any online event.

A teacher must be present throughout the event, and all pupils and teachers must be seated so that they are visible during any interactive Q&A.

My tax status

I am a self-employed author and am registered as self-employed with HMRC 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.

Questions often come up in relation to income tax, national insurance, VAT and pension auto-enrolment.

Some authors 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 must not be treated as an employee and should be paid before tax and national insurance deductions.

No tax should be deducted from any payments made to me. I am not, under any circumstances, to be treated as an employee. Pension auto-enrolment 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 pension 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 my annual turnover.

My VAT status

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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 **[YOUR 9-DIGIT VAT NUMBER]**.

VAT must be added to the agreed fee and I will submit an itemised VAT invoice for payment.

Travel and accommodation expenses

Either

I will book reasonable travel and accommodation and include this on the invoice. Be aware that 20% VAT will apply. Please inform me of any caps that may apply.

Or

Please book (delete as appropriate) reasonable travel and accommodation and inform me of them a [date e.g. a month] before the booking

Invoicing around travel and accommodation is often a cause of disputes, so it is advisable to make a school aware of likely costs and clarify thresholds around hotels or travel in advance.

If you charge VAT on your invoice and you have booked these services, 20% VAT will be applicable on the total. Schools working on a tight budget may wish to save the application of the additional VAT and make the booking themselves. The advantage to you is that you will not be out of pocket if the event is cancelled by the host, and the host will deal with all the administration. The host can also be more in control of your accommodation and transport costs.

Payment terms

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

Either

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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).

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 within [six weeks] of the date of the event, the full fee is payable, plus incurred expenses.

Cancellation due to Covid -19 or other pandemics

If you cancel due to a Covid-19 outbreak at your venue the full fee is payable and all incurred expenses must be reimbursed. A new date will be mutually agreed for either a virtual or physical visit to be held within six months of the original booking.

Book sales

It is a requirement of my appearance that books are made available for purchase around the talk. No minimum sale is required. This can be done by:

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Select from the following options as necessary

- Post, pre-order and post-talk. I will supply forms and bookplates for personalised dedications.
- Physical sales after talk – I will bring titles and require a school staff member to take monies whilst I dedicate books.
- Physical sales after talk – I will liaise with a local independent bookshop to supply stock.

Please note that, during a pandemic, books should be sanitised and quarantined for 72 hours before distribution to pupils.

Chaperone

Any event (livestream or physical) must be supervised by a school staff member who will be clearly available to assist with any problems or queries from either pupils or myself.

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 or university on an irregular basis are not required to have a CRB, DBS or similar disclosure document.

Wider rights

Recordings and photography by either party must be arranged in advance.

My recording licence may require further payment and will be subject to agreement on terms, such as the permitted length of the license, how it might be used, etc.

A checklist for your invoice

Use this checklist to make sure nothing is missed while preparing your invoice.

- Your name, address, phone number
- The organisation's name and address
- The date of the invoice

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- 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 taxpayer. 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.

Wrongful deductions and payment procedures

Some authors report problems when host organisations want to deduct tax and National Insurance from their payments, or are unwilling to add VAT to a payment. They may also attempt to impose pension auto-enrolment on freelance writers. You are welcome to link to or send our [Guide to Terms for Engaging Freelancers](#) alongside your Terms & Conditions as an explanatory note to organisations to explain and forestall such problems.

If you 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.

Safety, safeguarding and public liability insurance

For safeguarding reasons, it is advisable that you are always chaperoned in a school and that a teacher is always present during any physical or online talk.

During a pandemic, it is advisable that you confirm Personal Protective Equipment (PPE) requirements and expectations around your visit. Will your temperature be taken on arrival? What are the arrangements for safe access to class, toilet and rest area for lunch? What social distancing requirements are in place, such as teaching behind a line? Are you required to wear a visor or mask? And confirm the policy around quarantining of books, hand-outs and other materials.

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 most organisations increasingly insisted on it, especially those controlled by local authorities.

If you don't already have PLI, clarify this 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 always be accompanied, and will not be left alone with children under 18 or vulnerable adults.

The SoA runs a scheme which allows members (UK residents only) to access a suitable and affordable form of PLI. The scheme is run on an annual renewal basis and provides cover of £10 million. societyofauthors.org/insurance.

Security clearance

You should not be required to have a Disclosure and Barring Service check (DBS, formerly a 'CRB check') for a one-off engagement within a school. This is only necessary when 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. For longer residencies you will be required to have to have a DBS check and be expected to provide additional information.

Clarify with a school if you need to bring photographic ID (passport, driving licence) in advance as a condition of entry to the premises.

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If you are giving a live online talk you may, for safeguarding reasons, insist that a teacher is always present and that any further communications, such as questions and answers, are sent through a staff intermediary. You may wish to record your answers and send this video to the school.

Cancellation due to COVID-19 and other compulsory closures

If you must cancel an existing commitment, you may be able to negotiate an extension to, or variation of, your contractual obligations on an amicable basis.

Where this results in you earning less, be sure to keep careful records, as you may be able to claim from a Government scheme. Also check any business or health insurance you hold to see if it covers some or all of your loss.

Cancellations by the host within the agreed timeframe still apply. For example, if you make it a term that 50% payment is liable if less than six weeks' notice is given, this term still stands.

Force majeure

If you have not agreed a contract or terms and conditions in advance of the event, or have signed a host's contract, they may refuse to pay a cancellation fee by claiming 'force majeure' or 'frustration'. This could apply if you have been booked to appear at a literary festival for a fee and the organiser cancels it owing to the Coronavirus and says that no fee is payable due to a force majeure clause.

For further advice on this and similar examples see our [COVID-19 Cancellations FAQs](#), but do [contact the SoA](#) immediately if you need support.

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All SoA guides are free for members

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