
Contracts for freelance artists and staff

It's important if you're employing people on a freelance basis that you have contracts in place which consider the main points listed below. The contract will protect you and the freelancer. You may have a Legal or HR department that prepare and approve contracts and there may be other guidelines you need to follow depending on whether you work for a national, independent or Local Authority organisation.

1. Parties

Make sure you confirm who the parties to the contract will be, and include the right legal entity (if the freelancer is operating through a limited company then the contract will need to be in the name of their company).

2. Duration

Specify how long the contract will last for: when it will start, when it will finish, and whether either party needs to give notice to terminate the contract.

3. Timing and details of the services

Include when the freelancer will be required to provide the services, and what you want them to do.

4. Insurance

If the services involve doing any dangerous (i.e. juggling with fire near the public), or there is any other aspect about the services that may result in legal claims, consider including a clause requiring the freelancer to have insurance to cover them (and you) in the event of a third party bringing a claim against them (or you). Consider whether professional indemnity, product liability, public liability or employer's liability insurance is necessary.

5. Eligibility to work in the UK

Ensure that the contract requires the freelancer to have the correct immigration permits to do the services, and consider an indemnity from them if they do not (a promise by the freelancer that they will pay you for any losses incurred by you if they do not have the right immigration permits).

6. Travel and other expenses

Consider who will be responsible for paying these and specify this in the contract. If the freelancer will be travelling to/from another country for or in connection with the services, consider including an obligation on them to get a valid travel insurance policy to cover them for their trip.

7. Tax

Specify who is responsible for accounting to HMRC for tax on any payments made to the freelancer under the contract.

8. Indemnities

Consider whether there are any risks of claims (for example, a risk that HMRC might ask you to account for tax on the freelancer's pay, or any claims by the freelancer that they were your employee), and if so, consider including an indemnity from the freelancer – a promise to reimburse you for the costs or expenses arising to you from such claims.

9. Payment

Specify what you will pay the freelancer for the services, when, and whether this will be inclusive or exclusive of tax.

10. Termination

Consider including a termination clause, specifying situations when the contract may be terminated, whether on notice or without (for example, 'the contract may be terminated by either party on giving two weeks' notice, provided that the contract may be terminated at any time if the freelancer is convicted of a criminal offence, has acted in a manner to bring themselves or you into disrepute, is guilty of misconduct' etc.)

11. Confidentiality

If it is important that the freelancer keeps the information that they will come into contact with as part of performing the services confidential, include a clause that defines confidential information and prevents the freelancer from disclosing or otherwise using that confidential information.

12. Intellectual property

If the freelancer is creating original works, they may have intellectual property rights (such as copyright, moral rights etc.). Decide whether you just want to use these works (in which case you will need to include a licence in the contract allowing you to do so), or own the intellectual property rights (in which case you will need the freelancer to assign their copyrights in the contract to you).

13. General

Specify that the contract supersedes all previous agreements (whether written or oral) between you about the services (if you want to do this), and that the contract will be governed by the law of England and Wales.