



FULLCIRCLEARTSTOOLKITS

SERIES 2 professional development... What should be in my contract?

The details of your contract

- Contact details for you and your client. This should make it clear who the person is in the organisation that you communicate with. If someone else gets involved, by all means communicate with them but always copy in the person who is your main contact.
- Details of the work you will be doing. The amount of detail will vary but this section sets out the minimum you must do to expect to be paid.
- The duration of the contract and any particular milestones during that period. In other words, when does the contract start and end and are there any particular dates within that period when you will meet or deliver a particular part of the work. (If you run behind schedule, write or e-mail to tell your client when, in fact, you will deliver.)
- How much you are going to be paid and when. Some contracts include a payment schedule. This simply means that there are particular points in the work when you will be paid part of your fee. Usually, you will get the final amount once you have delivered the work as agreed. For example, you might be paid 50% on signing the contract, 25% after workshop 3 and the final 25% after submitting a brief evaluation report on the whole project.
- Cancellation policy. You need to protect yourself from last-minute cancellation that leaves you without work and without pay. An example of a fairly standard policy would be:
 - cancellation up to one month before the work starts: no fee
 - cancellation up to three weeks before work starts: 25% of the full fee
 - cancellation up to two weeks before work starts: 50% of the full fee
 - cancellation within one week of work starting: full fee.
- There should be details of your employment status. If you are self-employed, you will include your Unique Tax Reference and a statement that you pay your own tax and National Insurance.
- Details of how the insurance will work – are you responsible for public liability, for example, or will the client cover this?
- Who has responsibility for providing admin support, and for paying for materials? Make sure your contract is clear about whether you are expected to cover any costs. Also, the contract should specify whether you or the client is paying expenses and on what basis. The contract should be clear about how you claim for these additional costs and when (if

the contract comes from a large organisation such as a Local Authority, they will have expenses claim forms and a schedule for when expenses can be claimed.)

- 🎧 Your own requirements. Be absolutely clear about what you need in order to deliver the work,. This will include details of the space, including any power points or access to water for instance. It will also include your access requirements such as a quiet room, level access, help to carry materials from the car to the venue, lighting, proximity to toilets. You must be clear about what you need and make sure it is in your contract.
- 🎧 There may be copyright issues. This is important – and complicated! If copyright is involved, you need to get advice on this specific issue.
- 🎧 If you are drawing up the contract, you can include supplementary information, such as your proposal or a schedule of work.

Terms and Conditions

- 🎧 It's worth considering drawing up a standard document detailing your terms and conditions. This could include your access requirements, other requirements in terms of materials and so on, fees, cancellation policy and late payment policy. That way you can just drop it in to any contract you draw up or give it to a client to incorporate into any contract they draw up.

Finally

- 🎧 Somewhere for both you and your client to sign and a statement that says that signing the contract means they agree to your terms and conditions