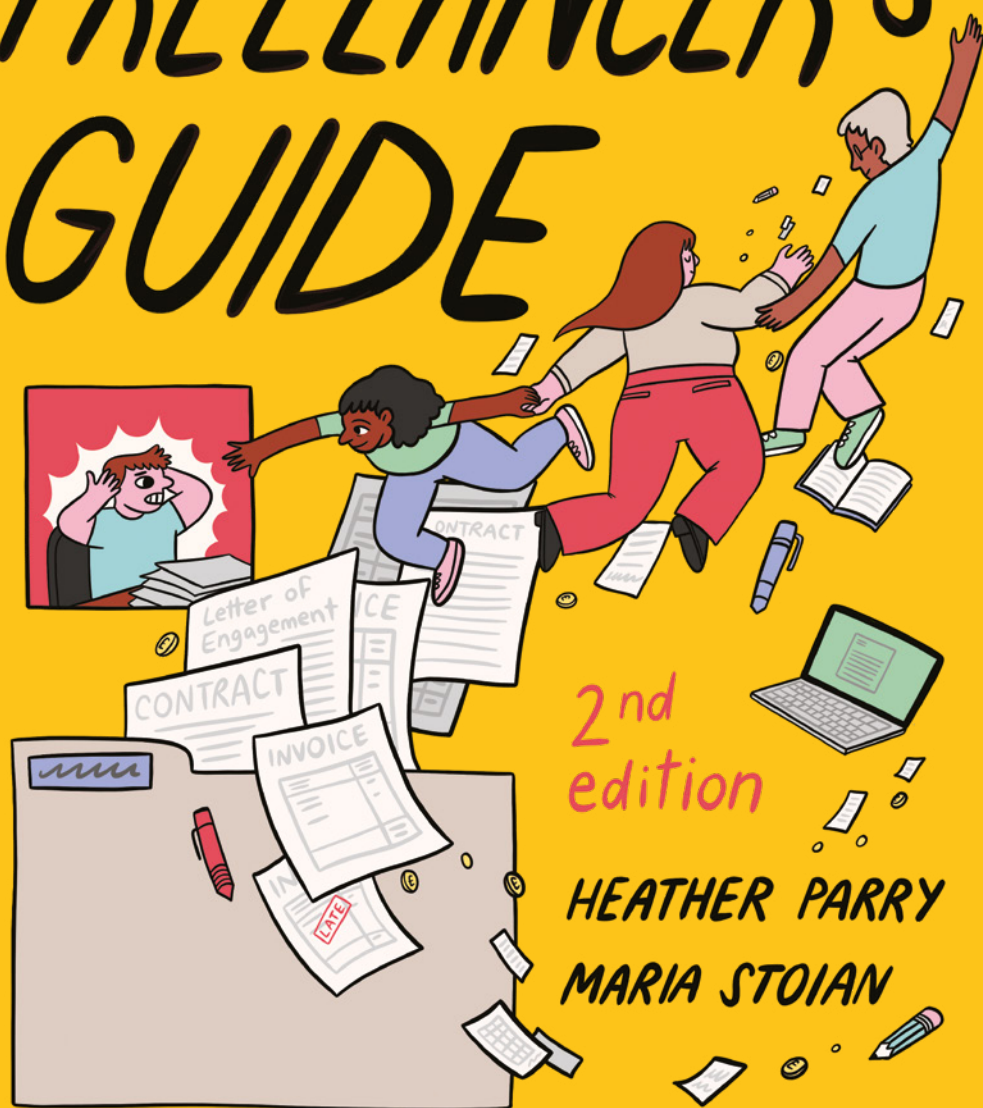


The ILLUSTRATED FREELANCER'S GUIDE



2nd
edition

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The Illustrated Freelancer's Guide

A practical introduction to
legal rights, best practices and
professional troubleshooting for
creative workers in Scotland

Written by Heather Parry

Illustrated by Maria Stoian

Intro + Contents

“we are encouraged to become...
microentrepreneurs of the self, acting
as if we are our own, precarious,
freelance microenterprises in a context
in which we are being steadily deprived
of employment rights, public services
and welfare support.”

The Uberfication of the University
Gary Hall

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Why we're doing this

In late 2019, following many conversations amongst fellow creative freelancers around the difficulties of self-employment in the arts, we created a public survey to gather information on what people find most challenging about working in the creative industries.

85% of the responses we received detailed shocking and often illegal instances of late or non-payment - across all creative industries, and with regards to collecting payment from institutions, companies and other freelancers. Research from the wider UK shows that over half of UK freelancers have experienced wage theft, and more than 50% don't know what their rights are or how to implement them.

The information about legal protection is often hard to find and inaccessibly written, scattered across various government websites and wrapped up in legal jargon. It also fails to mention the steps you can go through before any of this happens, to protect yourself from the very start of your freelancing business. How do you ensure you aren't working for below minimum wage when minimum wage law doesn't apply to you? If you're planning to have a baby, what do you have to do to get the maximum maternity support from the government? What do you do if someone steals your work, and what groups are there to help support you in enforcing your rights? And how the hell are you supposed to pay your tax?

We've spent a long time asking these kinds of questions, and trawling through pages and pages of sometimes contradictory advice to find out the facts. The rules often change. This guide is our attempt to give you the information you need in an accessible, attractive and fun way - with signposts to updated and expanded details where you need them.

IN NUMBERS



55%

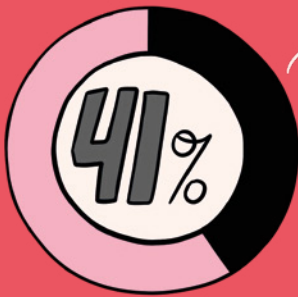
of UK freelancers have done work they have not been paid for

but only

1/3



have stopped working for a client who consistently paid late.



of clients hiring freelancers consistently pay late

Only 7% of freelancers add late payment charges to contracts, yet 25% never implement them, only mentioning them in a bid to nudge for payment

SOURCES

[Economic Impact of Late Payments](#), by William Connell

[Late payments took me to a frightening place](#), by Emma Sheppard



What this is

This isn't going to be a guide to marketing yourself, getting clients or 'finding your inner freelancer'. There are plenty of those already, some fantastic, and we'll list these in the Recommended Reading in Chapter 5.

This is, instead, intended to be a highly practical guide to the business of freelancing, and to the working rights of freelancers in the creative industries - with illustrations to help model scenarios, understand the information better and make the whole thing more easy to digest.

We'll point you in the direction of what laws apply to you, help you navigate the processes you may need to go through if something goes wrong, and provide email templates for some of the difficult conversations that might come up along the way. And we'll demystify tax (which really isn't that hard, we promise).

We've tried to write this resource in a way that's as helpful to as many freelancers as possible. This may mean that some of it doesn't feel relevant to where you are now as a freelancer. We hope even the parts not directly applicable to your situation might help you guide your future movements, and allow you to help others who are not quite as far along as you.

How it will help

We appreciate that what freelance workers actually need is not to be living precariously, payment to payment, and perhaps to be freed from the capitalist meatgrinder into a more progressive environment that values all human life regardless of productivity. We support this completely. But until that happens, there are things we can all do to protect ourselves and our work within this system. With the information here, you'll be able to avoid some of the pitfalls of freelancing in our social environment as it stands now, and help you to understand what your rights are, so you can live a happy, well balanced and properly remunerated life as a creative freelancer.

Rules and legislation often change, and while everything contained here is accurate at the time of writing, please do check for updated details just to be sure. Use this resource to advocate for yourself, for others, and to work out how we can do things better, and how we can make change happen.



1

Becoming a Creative Freelancer

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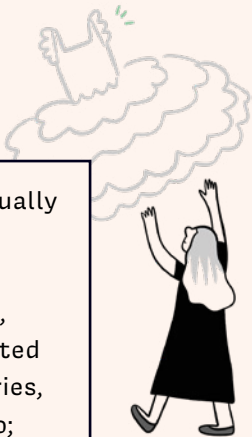
Starting out a freelance business can feel overwhelming, especially if you're in a creative industry and aren't based in a city, where networking can take place more easily. However, setting yourself up as a freelancer is surprisingly simple, and if you take a few easy steps early on, even things like filing and paying for your tax can be a lot less scary than you think.

In this chapter we'll walk you through everything you need to know to set up the 'back end' of your creative freelancing career, including how to register as a sole trader, how to organise your accounts to include work income and expenses and how to make sure you're starting out on a positive note in terms of work-life balance. We'll even take the sting out of some of the nasty surprises that can occur. We've been through them, so you don't have to!



What is a freelancer?

When we use the term freelancer, we usually mean someone who manages their own time, works on short-term contracts or projects for a variety of different clients, and who will work from home or in a rented office. As workers in the creative industries, many of our peers will be freelancers too; actors, writers, illustrators, theatre makers, editors, designers, photographers, costume or set designers, stylists, producers - all can be freelance, and many often are.



However, the term ‘freelancer’ isn’t one that’s used in law, or by HM Revenue & Customs, the government agency that collects tax (also known as HMRC). The term used by HMRC is ‘self-employed’. Generally, people use this term to refer to both people who work as themselves and people who set up a company to ‘employ themselves’ through that company. When HMRC uses this term, they only mean the first set of people. These people are called ‘sole traders’.

A person who sets up a limited company to employ themselves is not seen as self-employed by HMRC; they have an employer, their own company, so they are seen as traditionally employed. As a freelance worker, you’re perfectly entitled to set up a limited company and employ yourself, especially if you’re going to be employing other people or need to limit your personal liability, but we

won’t be covering that here. This guide is for sole traders in the creative industries.

Of course, many people who are sole traders may be traditionally employed on a part-time or even full-time basis as well – especially in the arts. Many freelancers earn a percentage of their income from freelancing and a percentage from traditional employment. Depending on the industry, freelancers may also be called contractors or independent workers. However you define yourself, we hope at least some of the information in this guide will apply to your situation. The majority of the information in this book will apply to sole traders, though we will be using the term ‘freelancer’ throughout.

If you have just left traditional employment, or education, and you’re planning on working freelance, you’ll be a sole trader. Welcome to the club! Let’s get the boring stuff out of the way first.

Sole trader

A person who works for and by themselves, under their own name, who submits a self-assessment tax return at the end of each tax year.



I'm a full-time freelance graphic designer! I have several key clients I regularly work for year-round.



My regular employment is seasonal, so I freelance for the other months of the year.



I am a part-time freelance actor. I supplement my income with another job working in retail.



I am employed full-time at the moment, but still collect income on previously-made freelance works in the form of royalties.

Setting up as a Sole Trader

If you're going into creative freelance work and you're not setting up a company, you need to register with HMRC as a sole trader. While you technically don't need to do this if you're earning less than £1000 per year from freelancing - perhaps if you're doing some photography outside your 9-5, or starting a small ceramics business on Etsy, or beginning to sell stories or art - it's a good idea to register and to get your finances in order, so that you're prepped and ready for when you begin to earn more and have to file your tax return.

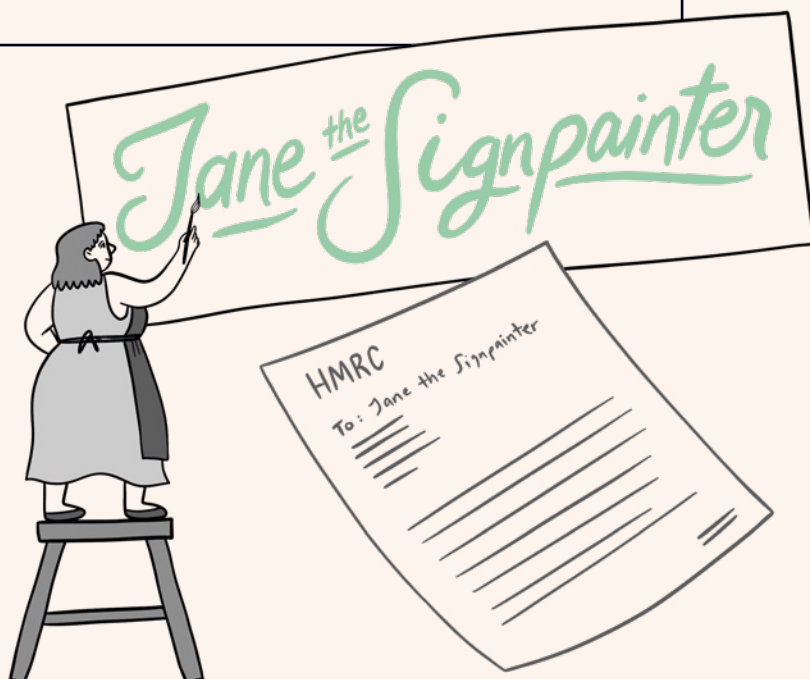
Unlike companies, sole traders do *not* need to register with Companies House, the government agency which regulates limited companies in the UK. However, if you're going to be operating as a sole trader, you need to let HMRC know that you'll be doing so. Thankfully, it's a very simple process.

As a sole trader, you are responsible for keeping track of your accounts - so everything you've earned and spent - as well as filing a self-assessment tax return each year. After you've filed your return, you'll then have to pay tax on what you have earned, as well as Class 2 and Class 4 National Insurance contributions. National Insurance is the nationwide fund from which sick pay, maternity pay, benefits and state pensions are paid, and your entitlement to these benefits (especially state pension) may depend on how much you've contributed in National Insurance over your working lifetime - so it is important to keep up to date with your payments. By signing up for self-assessment, you're essentially 'registering' yourself as a sole trader with HMRC.

You don't need an accountant to do this for you; it's very easy to do yourself. Go to gov.uk/register-for-self-assessment and follow the instructions on the website.

While setting this up, you can choose to either operate under your own name or give yourself a 'business' name. For simplicity many people just use their own name, but you can essentially choose any name you like - though you can't add 'Ltd', 'LLP' or various other acronyms or abbreviations at the end.

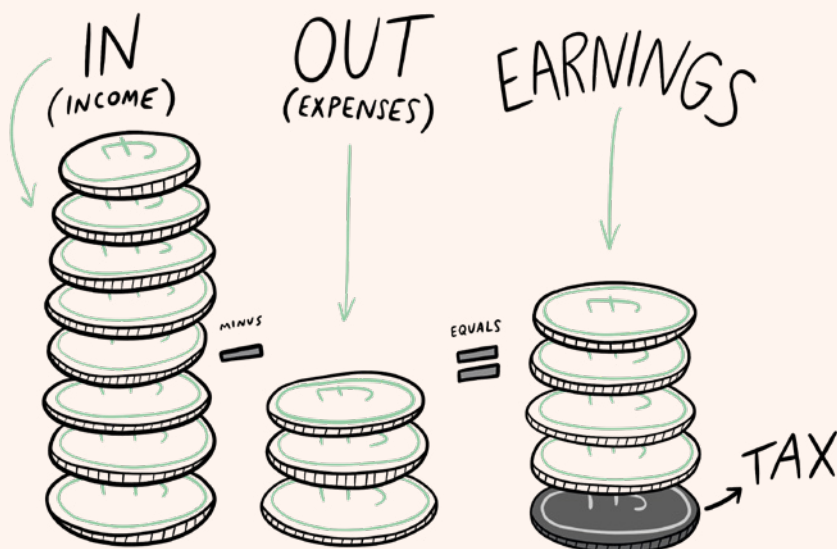
You also can't use anything offensive - but given that it's the name you'll be doing business under, you won't want anything that seems funny in the moment but will bite you in the bum later on. Your own name is a pretty safe choice if you're a writer or actor, though you may also want to use something that reflects your work if you produce goods, and wish to call yourself a 'studio', for example. It's useful to check if there are any limited companies that use your proposed name, as this can cause issues later. Check at gov.uk/get-information-about-a-company



Setting up your accounts

As a sole trader, you're responsible for keeping track of all money paid to you (income) and all money that you pay out (expenses) as part of your business activities. As well as all the money you make from your creative work or products, 'income' includes any money you make on investments as well as things like putting a room in your flat up on Airbnb (something common in Edinburgh during the festival season). It also includes any grants from the Self Employment Income Support Scheme that was run during the covid-19 pandemic. We'll discuss what counts as an expense later, but here we'll talk about how to set yourself up in a way that helps you keep track.

As mentioned above, if you have earned less than £1000 in any tax year, you will not need to file a return (unless HMRC have specifically asked you to). However, it's a good idea to set up systems that will serve you later on - it makes things a lot easier when you start to make more money.



Separate bank account

It's a smart idea (though not strictly necessary) to have a separate bank account to use just for your 'business' finances. This does not have to be a proper 'business' account; it can simply be another current account with your bank in which you receive payments from clients, and from which you pay expenses. It should be free for you to set up a new account, and it will make your life easier in the event that you're ever audited. Shop around for this - a lot of the newer banks or financial institutions have perks for joining, have made it a lot easier to transfer between currencies and have tried to tackle the issue of huge fees for accepting or sending money abroad. This can be really useful if your work is, or could be, international.

Keeping track

There are various apps and bits of software that are designed for freelancers to manage their accounts, such as Quickbooks, Xero and FreshBooks, but many of these cost money - and while this is very much worthwhile if it stops you from needing to pay an accountant later on, new freelancers may not have that money to spend. Thankfully, a rigorously-kept spreadsheet can be all you need to keep a handle on your accounts - with a tin or box in which to keep your receipts!

Many creative freelancers start out using spreadsheets and graduate to software when their income increases, as it will save time and effort in the long run - and many start out with software and decide a spreadsheet suits them fine! There is no right or wrong way to do this; whatever works for you is the best choice.

The thing you can't skip out on, though, is the box of receipts. Get and keep receipts for everything you pay for, and stash them in a box (or file, or tin, etc) that's clearly labelled. Keep one box/file/envelope for each financial year. If you have digital receipts, an email folder or folder on your computer will do. You can also log them in your accounting software. You need to keep receipts for everything you might claim either in full or in part as an expense, including travel, utility bills, phone contracts and food when you're travelling for events, festivals, gigs etc. To be safe, just keep everything. You should keep receipts for seven years.

If you're relying on a spreadsheet, it needs to have these fields, at a minimum:

- CLIENT
- PROJECT DESCRIPTION
- AMOUNT DUE
- INVOICE NUMBER
- DATE INVOICED
- DUE DATE
- PAID/NOT PAID

SPREADSHEET EXAMPLE

CLIENT	PROJECT INFO	AMOUNT DUE	INVOICE #	DATE INVOICED	DUE DATE	PAID?
llll	llll	£££	lll	m/m/m	m/m/m	✓
llll	llll	££	lll	m/m/m	m/m/m	✓
llll	llll	£	lll	m/m/m	m/m/m	✓
llll	llll	£££	lll	m/m/m	m/m/m	✗
llll	llll				m/m/m	✓



UH-OH!
This is late.

See pg. 85 for
what happens next.

VAT

Value Added Tax is a tax that consumers have to pay on some goods and services; most things you buy in a shop will have VAT added into the price already, but when you pay for services you are likely to see VAT added onto the total price. As a freelancer, you have to *charge* your clients VAT only if you earn over £85,000 a year (yeah, we laughed too), though you can charge VAT voluntarily if it makes sense for your business. For most creative freelancers, this won't be the case, and as charging VAT makes accounting more complex, it's often avoided as much as possible. If you do have a great year and have to register for VAT, you can always de-register if your income drops or your circumstances or business change.

If you do need to charge VAT, you need to register to do so; information and links are at gov.uk/vat-registration.



Taxes

Tax is one of those things that seems terrifying and overwhelming, especially when you have to deal with it yourself. But in reality, for most freelancers, filing a self-assessment tax return is actually a very quick and simple process, especially if you don't have investments or other complexities, and you've followed all the advice above. It's legally required, but it doesn't have to be scary.



Tax year

The 'tax year' (also known as the financial year) usually runs from the 6th of April to the 5th of April the following year. You can file your self-assessment tax return from the very first day of the new financial year, and you have until the last day of January in the following year to do it.

TAX YEAR	START/END	FIRST DATE TO FILE	LAST DATE TO FILE
2021/22	Apr 6 2021 - Apr 5 2022	Apr 6 2022	Jan 31 2023
2022/23	Apr 6 2022 - Apr 5 2023	April 6 2023	Jan 31 2024

If you're smart and organised, you'll file your return as soon as possible at the start of the new year. Personally, we have never achieved this, but we aspire to.

Tax bands

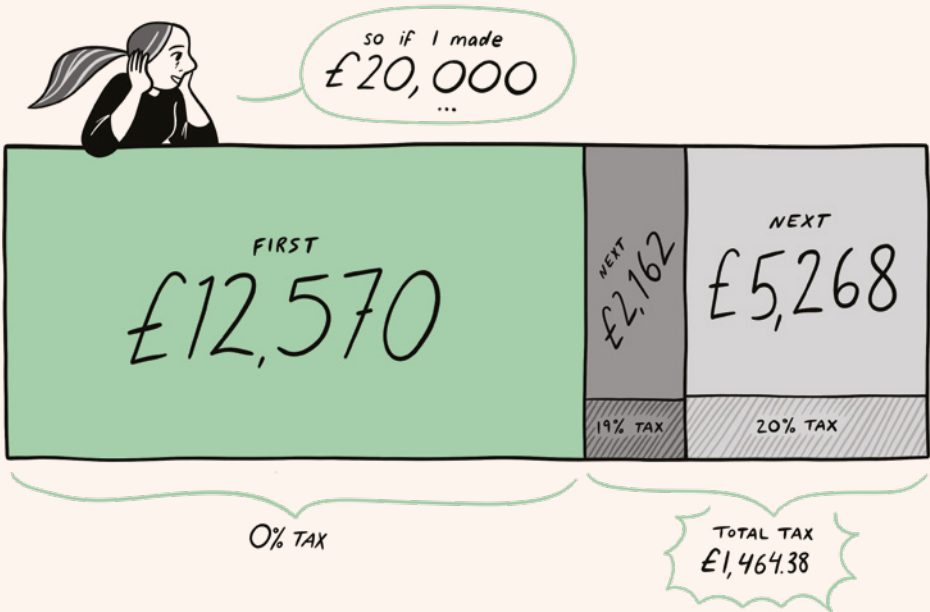
The rate of tax you have to pay depends on how much you earn. The tax bands change yearly, mostly to account for inflation, but also as a result of political will. For the financial year 22/23, the tax bands in Scotland are:

INCOME AMOUNT	% OF TAX	BAND NAME
Up to £12,570	0	Standard personal allowance
£12,570.01 – £14,732	19	Starter rate
£14,732.01 – £25,688	20	Basic rate
£25,688.01 – £43,662	21	Intermediate rate
£43,662.01 – £150,000	41	Higher rate
£150,000.01+	46	Top rate

These will change as the tax year changes; check on [gov.scot](https://www.gov.scot) for the current tax bands at any time. The ‘Standard personal allowance’ is the amount of money which you can earn without having to pay any tax on your income. This is to protect lower paid workers, and many arts workers fall into this category. If you are a freelancer who earns over £1000 but under this threshold (currently at £12,570), you still need to file a return, and you will have to pay National Insurance (see below). But you will *not* be charged any income tax.

It’s really important to understand that if you go into a higher band, that tax percentage does *not* apply to your entire earnings. If you earn £13,000, you will only pay 19% tax on the amount over £12,570 (so this would give you £430 of taxable income in the Starter Rate band, and your tax would be £81.70).

On top of this tax amount, you will have to pay National Insurance (below), but that’s how much tax you will be charged. Thankfully, you don’t have to do any of these calculations. The self-assessment website will do it for you, and so will accounting software if you use it (or your spreadsheet, if you’re good at Excel).



It can be a real shock to find out how much tax you owe, but if you find you don't have enough money in your bank account to cover it, don't panic. You can set up a monthly direct debit to pay a little at a time. Just speak to HMRC, who will help you.

PRO TIP

Have a separate bank account for tax, and transfer into it **20% of everything you earn**. If you start to earn in the higher tax band, adjust this amount accordingly. If you do it from the very start, you should always have enough money in there to pay your tax bill. If you can, it's a good idea to put 30% in there, to cover national insurance and any other charges you might face. If you save too much - well, you've just got yourself a nice little bonus you can pay to yourself later.

As a creative sole trader, if you receive a large payment for a piece of work - say, a book advance, a sale of a piece of art, a commission etc - you can claim a special relief for artists that allows you to spread that payment across two years of tax accounting, so that you aren't disproportionately taxed on a payment that will, in reality, be the majority of your income for two years. This is known as **Averaging for creators of literary or artistic works (2020)**. More information about this can be found by searching for the above on [gov.uk](https://www.gov.uk).

Cash basis accounting

When you file your tax return, the website will ask if you are using 'cash basis' accounting method or accrual accounting. For freelancers, 'cash basis' is the best option. This just means that you log income as you receive it, rather than when you invoice for it (so if someone takes three weeks to pay you, you don't log that income until it has been received). If you invoice in one tax year and aren't paid until the next one, you'll log that income in the new tax year. It can save you paying tax on money you haven't yet received.

PRO TIP

Have a tax return party. Get some of your artist friends together and make an evening of it. Everyone will have their own bit of knowledge to share, you'll be able to help each other make sense of the 'legalese' on the government advice and you can share the frustration when the website makes you go through the laborious log-in process every fifteen minutes. Add in some snacks (and a bottle of wine if that's your jam) and you've just made the whole process a lot more enjoyable.



Expenses

Expenses are costs that you incur in the process of running your creative business. There are a lot of changeable rules around what does and doesn't constitute an allowance expense, and just when you think you've got the hang of them, they shift. Good accounting software will automatically show you how much of each type of expense (i.e. home office, travel, etc) you are allowed to claim for, but it won't help you with questions around what exactly counts as an expense-able item, which will differ by creative industry.

The good news is that you can use a simplified flat rate for costs relating to:

- working from home and
- some business use vehicles

You can find information on these flat rates at [gov.uk/simpler-income-tax-simplified-expenses](https://www.gov.uk/simpler-income-tax-simplified-expenses).

More information about allowable expenses can be found at [gov.uk/expenses-if-youre-self-employed](https://www.gov.uk/expenses-if-youre-self-employed), though it's likely not all of your questions will be answered here, and some things which apply to creative work simply aren't listed.

For instance, if you're a creative worker, a lot of the costs around research can be put through as expenses; tickets to the cinema and the theatre, books and magazines that you buy, music you download. All of these are, arguably, necessary costs for you to run your creative business, especially if they're in the specific field or genre you work in. You may also be able to claim postage (for any products that you make and send out), tickets to courses and conferences you attend as professional development, and the cost of accounting software / an accountant plus the fees for any unions or groups that you're a member of. Annoyingly, there is no master list of what is allowable and what isn't, though whatever you're expensing must be 'wholly and exclusively' for the purposes of running your creative business. The best thing to do as a creative worker is to check the websites and advice of professional bodies that represent your sector. For example, The Society of Authors offers advice for writers at [societyofauthors.org/Advice/Rates-Fees/Author-Expenses-Checklist](https://www.societyofauthors.org/Advice/Rates-Fees/Author-Expenses-Checklist).

You can, of course, hire an accountant to help you with all of this. You will still have to keep the records above, as they'll need it all in order to file for you. But if your accounts are simple, you don't have a lot of complications (such as diverse income streams, investments or allowances) and you have the time and mental energy to do so, it's not difficult and won't take very long to do it yourself.

Payments on account

The biggest Why Did Nobody Tell Me That moment for any freelancer comes when they first encounter the concept of Payments on Account. In short terms, if your tax bill (so not your income, but the amount of tax you owe) is over £1000, HMRC will expect you to pay not only the full amount you owe by Jan 31st, but 50% on top of that. This is because they'll then split your yearly estimated bill into two payments, and the 50% covers your first payment for the following year. By July 31st, you will be expected to pay the second 50%, and then you'll be on this confusing payment-in-advance schedule permanently.

The amount you will be charged 'on account' is exactly half of what your tax bill was for the previous year, then the second payment is the other half. If you know that you are going to earn less in the next tax year, you can apply to reduce your payments on account. Conversely, if you know you are going to earn more, you can apply to increase them. If you pay too much on account, HMRC will pay the excess back to you. If you pay too little, they will charge you interest on the difference. Do your best to estimate your income and select 'Reduce payments on account' on the government's online portal if you need to.

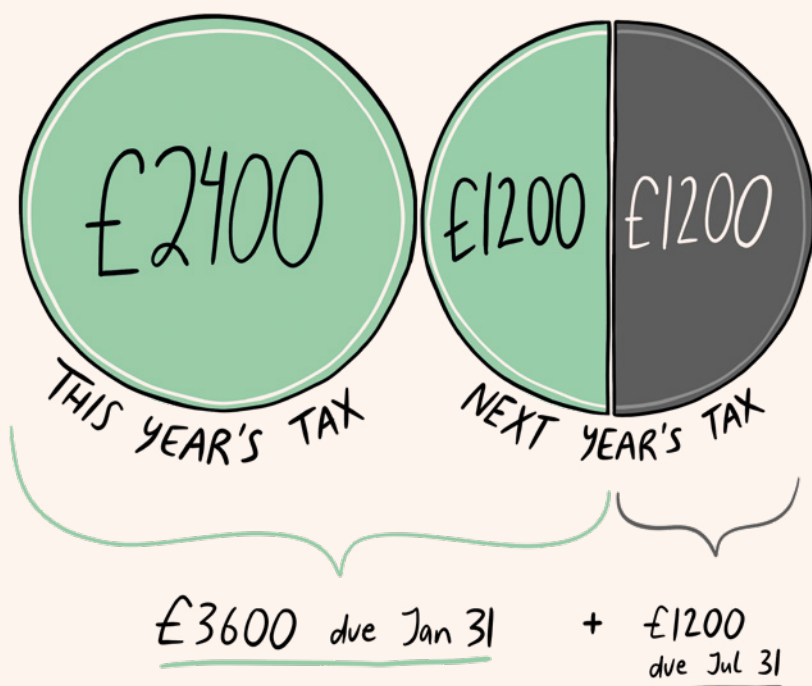
It is very terrifying to suddenly have to pay 150% of what you thought you owed, especially if you do not have that money. This is why we're telling you now - plan ahead, if you can, and start putting that additional amount away if possible. If not, and you find you don't have enough to pay, your first stop should be to speak to HMRC, who should help you to set up a monthly payment scheme at the very least. And it does suck, you're right, and we're sorry.





→ HMRC assumes you will owe this amount NEXT YEAR as well, and now you have to pay in advance.

∴ so you pay: ∴



PRO TIP

Sometimes when you put through your self-assessment tax return, the figures they give you are inaccurate, because they have not accounted for pre-paid tax, things carried over from other years, etc. Log out, give it a week and then log back in to see what they say. If you're still confused, give HMRC a call. They're usually nice.

National Insurance

As well as tax, you will have to pay National Insurance at the end of the tax year. These are also calculated with your self-assessment tax return, and there are two different types:

Class 2 NICs if your profits are over £6724 per year

Class 4 NICs if your profits are over £9880 per year

These thresholds are correct as of 2022/23, but you can check current rates at gov.uk/self-employed-national-insurance-rates

Class 2 payments are set at a flat rate which is charged by week; the weekly rate is the same for everyone.

The Class 4s are a percentage of your profits over the threshold, and then another rate over a higher threshold so will vary according to how much you make. As of the tax year 2022/23, those rates are:

Class 2 NICs: £3.05 per week, on profits over £6724

Class 4 NICs: 10.24% on profits between
£9,881 and £50,270, then 2%
on profits over £50,270.01

Don't forget that your profit is your income *minus* your allowable expenses, not just your income.



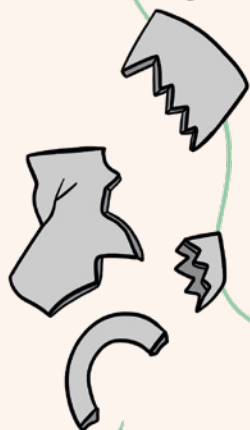
I joined my artist union primarily for the insurance it provides with membership.

PUBLIC LIABILITY INSURANCE

is important for me to have so I can run my beginners' classes.

And PRODUCT LIABILITY INSURANCE

covers me if something goes wrong with an object I made.



OUCH!

Insurance

Insurance is one of those tedious things you never think about until you need it - in your daily life, that is. When it comes to running a creative business, you are sometimes contractually obligated to be insured for certain things to protect other people as much as yourself, and if you have any type of expensive equipment required for your job, getting insured can save you the financial heartbreak of having to replace it if damaged.

Types of insurance

There are a range of insurance types to consider in creative work.

PUBLIC LIABILITY

covers you in the event that your work causes damage to a third party or their property. This could be someone hurting themselves in one of your jewellery-making classes, tripping over a wire at your home photography studio, or your Allen and Heath causing damage to a venue's sound system at a gig.

PRODUCT LIABILITY

covers you in the event that a product you make causes injury to a consumer. If you make and sell anything with electrics, anything with parts that could harm a child or that could cause a fire, this can be a good choice.

PROFESSIONAL INDEMNITY

usually covers freelancers that provide a service, but if you are, for instance, a designer who accidentally infringes on the copyright of another artist, this can cover you. It can also assist with the costs of contractual disputes.

EQUIPMENT INSURANCE

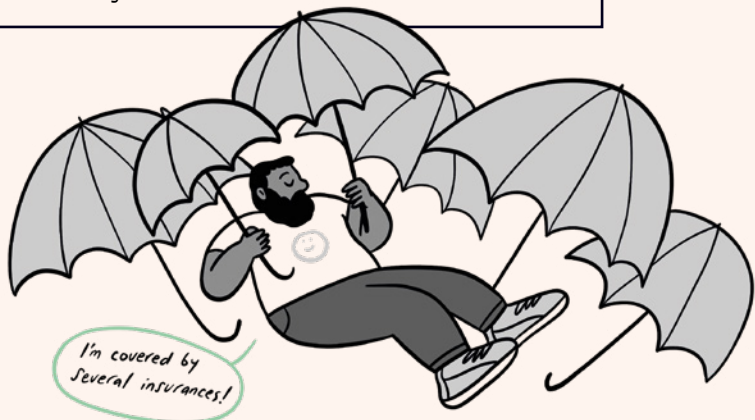
covers anything you use in your creative work that's valuable - whether that's a camera for your videography business, a sewing machine for your costume design, your makeup kit for your makeup work or your laptop for, well, everything.

EMPLOYER'S LIABILITY

is something you'll only need if you employ other freelancers for jobs, e.g. if you're a photographer and hire photography assistants, makeup artists, models etc.

There are insurance companies that are tailored specifically towards artistic work; createinsurance.co.uk has packages specifically for musicians, photographers, sound engineers, makeup artists - even drone insurance, if your work includes aerial photography. But it's a good idea to shop around for insurance, and comparison sites are a real help. Try to be realistic about what you need, and don't try to go without any insurance that's vital for what you do, or you could find yourself in legal and financial trouble. Professional bodies can also advise you on what insurance you need as a creative worker.

Another good insurance to consider as a creative freelancer is Income Protection Insurance. While most traditionally-employed workers will receive sick pay through work as well as the government, freelancers can't rely on this - hence, Income Protection Insurance can bring real peace of mind. Though this is, of course, an additional monthly cost that may be a stretch for you, it will also pay out monthly in the event that you are unable to work through illness or injury. Speak to an insurance advisor about a plan that would cover your living costs at a bare minimum. An alternative to this is Critical Illness Cover, which will pay out a lump sum if you become seriously ill.



GDPR

Although many freelancers won't consider themselves to be processing data, it's still an important consideration when getting set up. Any freelancers that handle or process 'personal data' need to implement procedures to protect that data. This is a legal requirement. There are two main legislative provisions; the General Data Protection Act (better known as GDPR) and the Data Protection Act 2018 which is the UK act that implemented the GDPR (European legislation) into local law. The law is very specific about a number of things you need to do and the legal sanctions if you do not. However, legal compliance aside, managing personal data professionally is important to build trust with your clients and customers, and manage the risks of reputational disasters.

'Personal data' is broadly defined as any data relating to a living individual who can be identified, directly or indirectly, from that data. This includes names, telephone numbers and even work email addresses – whether they're on LinkedIn and other public websites or not.

'Processing' personal data includes all ways of handling the data, including storing it (for example on your phone, your computer or in your contacts). It covers other activities too, such as sending marketing emails, transactional emails or putting it in a spreadsheet to analyse it.

Nearly all freelancers, as well as other businesses large and small, will be processing personal data about customers, contacts, suppliers, website visitors and potentially others. There is no exemption for small businesses, so the rules apply whether you are a sole trader or operate through a limited company, whether you employ staff or not, and no matter what your revenues. All small businesses, including freelancers, need to understand the basics of data protection to implement some initial measures. Beyond that, the lengths you need to go to will depend on the extent of the personal data you collect and what you do with it.

KEY QUESTIONS ARE:

- Do you know what personal data you hold, why you use it and where it is stored?
- Do clients or customers know you have their personal data and how you use it?
- Do you only collect the personal data you need and retain it only as long as necessary, and do you have the means to keep it accurate and up-to-date?
- Do you keep it secure?
- Do you have a way for people to exercise their rights over the personal data you hold about them?
- Do you and your staff (if you have any) know your data protection responsibilities?

A useful tool can be found at ico.org.uk/for-organisations/sme-web-hub/checklists/assessment-for-small-business-owners-and-sole-traders/

Work/life balance


If creative freelancing forms a major part of your work life, it makes sense to put a little thought and time into how you can make it work long term. Creative work is not the same as non-creative work; creative work requires thinking space, input from other sources, collaboration and, often, a flexible work schedule.

The creative industries also don't tend to be as steady as other industries. Whatever your sector, there's most likely a busy period and a fallow period (or more than one - eeesh!). In Scotland, festival season and the lead up to Christmas can be two very intense and profitable times for creatives, so it can be a smart move to schedule short breaks before and after whichever months are the busy ones in your industry, in order to refuel and balance yourself. It might be that you will make the majority of your money in the 'busy' period for your type of work, so free yourself from the idea that you should be making the same amount of money every month, and instead work on a budget that will help to keep that money going through the slim months, with some contingency plans in place if possible.



Most freelancers work from home, and while it's possible to do this from the sofa or the kitchen table, it's very useful to have a space that's for work and work only, even if that's a flip-down desk attached to a wall in your hallway or a favourite table at your local library. Drawing the boundaries between work and not-work when you operate from home is hard but it's important, as it'll stop work 'bleeding into' the rest of your life, and help you properly rest and recuperate after a work day. Creative work can be emotionally draining, so try to keep the work spaces in your house or flat separate from the spaces you chill out. Where that's not possible, putting your laptop in a drawer or turning off your phone in the evenings, even for an hour or so, can be a great head reset.





If you're coming to freelancing from a more traditional work environment, it can be difficult to shake the idea that you should sit down at 9am and stay there until 5, inventing work to do when you don't actually have it or procrastinating at your desk just to feel like you're doing something.

This is unlikely to be sustainable in a creative environment, and it's not guaranteed to result in good work. You can likely do more in two focused hours than you can in five unfocused hours, and the whole point of freelancing is that it's meant to serve your personal and artistic needs better than a regular job. Do you have caring responsibilities? Do you find that you can't write or draw in the mornings, but you can in the afternoons and evenings? Do you have mental or physical conditions that require rest or periods of sustained activity? How can you best look after yourself while operating as a creative freelancer, making good work but also a good balance between that and the rest of your life?



You are not a robot and shouldn't expect yourself to act like one. Creative work requires time for thought, time for research, time for inspiration. Perhaps you want to ignore your emails then set aside one afternoon a week to deal with them all. Perhaps one morning a week is for a trip to a museum / gallery / wherever else can provide inspiration for your work. If you are the sort of person who gets on a creative kick and works all night, give yourself the rest of the day off. Creative work is not necessarily 9-5, and you don't have to be either!

Summary

Key Takeaways

- 1 If you're just starting freelance work, you need to register as a sole trader and file a tax return each year – unless you're earning under £1000 from this work annually.

- 2 It's a good idea to get a separate bank account for your business, and one to hold money you'll owe in tax.

- 3 Put 20% (or 30%) of everything you earn into your 'tax' account.

- 4 Hold a 'tax party' with some creative freelancer peers when it's time to file your tax return, so you can help each other.

- 5 When your tax bill is over £1000, you will be moved to a Payments on Account model – which can be a big shock, so prepare for it.

- 6 You likely won't need an accountant – but a bookkeeping app can really help.

- 7 Keep all your receipts!

2

Operating as a Creative Freelancer

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People who are employed in a traditional workplace are protected by employment law. In practice, the application of these laws can vary wildly, but they are, at least, in place. For freelancers, there's no such legislation to ensure that you're not working too much, or for too little pay, or being exploited by the people who employ you.

In this chapter we'll discuss the things you should consider in the absence of a traditional workplace; your rates and ensuring a good take-home pay, pensions, how to make sure you have good boundaries and positive working relationships in place. Of course each creative endeavour is different, and every situation unique, but this chapter should help you start off with the right mindset.



Setting your rates

While regular workers are protected by law from working for unfairly low payment (in theory if not in practice), minimum wage legislation does not apply to freelancers. For this reason, and because creative work especially is undervalued, creative freelancers can quickly find themselves in a 'race to the bottom' in terms of pay.

When you're first starting out as a freelancer, it's common to end up on those websites where a worker 'bids' for the job, almost inevitably meaning that the lowest bid gets the gig. These websites are absolutely terrible for workers' rights and almost always end up in you working for below minimum wage and turning in substandard work. We've used these before, and we can state categorically that it was not worth it, made us devalue ourselves and did nothing

to get us future, better-paid, jobs. Rather than engaging in a process that forces you to undervalue your labour, set your rates as soon as you begin freelancing. You, more than anyone, know how long it takes you to do good work, and what you need to be earning to support yourself and your family - whether that be your partner and children or your cats or your selection of houseplants and shoes. Freelancing does require you to be flexible about payment at times, and it is completely reasonable to negotiate your rates, for instance, when you're working for an organisation you believe in or you know a working relationship will be a long term one. But starting from the position of how much money you need and want to earn, rather than how little some employers want to pay you, is hugely preferable in the long run.



Setting your rates too low for the sake of 'winning' a job also makes it incredibly hard for you to get out of this low-payment niche. If you have returning clients at this low rate they will either be unable or unwilling to pay more, and because you're already out of sync with your industry standards it will look like an enormous price increase if you do suddenly align with them. The common narrative of 'needing to build a portfolio' is more true in some industries than others, but in our experience, low-paid creative work only leads to more low-paid creative work. 'Portfolio' work is rarely representative of best work, as there is not sufficient time paid for in which to complete the work well.

This is why many professional organisations have recommended **minimum** rates. These really should be the minimum you charge for your services, and you should use these as your starting point from which to negotiate. Often being able to point to the rates you use, and the bodies that propose them, gives you a stronger negotiating hand with potential employers.

If you can, block out days or half days rather than hours for jobs. This creates breathing room, helps you focus better and is a more accurate assessment of how we really work. Creative work often involves a lot of sitting, thinking, trying some things that don't work and even leaving your desk for chunks of time. This is natural and you shouldn't be penalising yourself for it.

If you do need to get some 'starter gigs' to build a body of work, give yourself a strict limit on how many you will do - and stick to it. It's better to do some free work for friends or charities than enter the paying market at a low rate.

It's also helpful to check out the rates for your industry, both freelance and non-freelance, on a regular basis. If you're wringing your hands over increasing your hourly rate, it can be sobering (in a good way) to run through some job ads and see that gigs are offering, for instance, a day rate of three times what yours would be. And then, of course, adjust your rates.



PRO TIP

If you ever do discounted work - whether it's to build a portfolio, for charity or at mate's rate - invoice with your full market rate and apply a discount that brings you down to the agreed rate, even if that's zero. This will show the client what a good deal they're getting but will also signal your intent to move to that market standard once the discounting period is over.

Writer and journalist Andrew Bibby has for years produced the UK Freelance Ready Reckoner, which compares the cost of salaried employees to the employer and produces a recommended day rate for freelancers based on that metric. This is, of course, based on journalism, but it's an eye-opener for freelancers of all stripes, and between the minimum recommended rate for your industry and this, you should be able to find a more accurate range for what your skills are worth.

Andrew's work is now endorsed and supported by the National Union of Journalists (NUJ) and can be found, at the time of writing, at andrewbibby.com/reckoner.html.

Creative Scotland also produce a Rates of Pay document, which brings together the recommended rates from organisations across the creative industries, and it can be found at creativescotland.com/resources/our-publications/funding-documents/rates-of-pay-guidance.



*I recently raised my rates!
I'm more experienced now,
plus the
cost of living
has increased.*

PRO TIP

Your rates should go up every year in line with inflation, otherwise it will be a real-terms wage cut. Get into the habit of doing this at the start of every financial year, updating your website / rate card as you go.

Where to find agreed or minimum recommended rates for creative work

Animators	BECTU
Artists	Scottish Artists Union
Dancers	Equity Scottish Theatre
Hair / Make up artists	BECTU
Musicians	Incorporated Society of Musicians Musicians Union
Performers	BECTU
Photographers	The Association of Photographers
Production staff	BECTU Production Base
Screen and media	BECTU
SFX teams	BECTU
Theatre workers	Independent Theatre Council UK Theatre Equity
Writers	Society of Authors Scottish Society of Playwrights Writers' Guild

Please note that many of these are 2021 rates. If you're reading this after April 2022, look for the most recent rate cards available. If your discipline isn't listed above, check the website of the main professional body for your industry. And if that fails, Google is your friend!

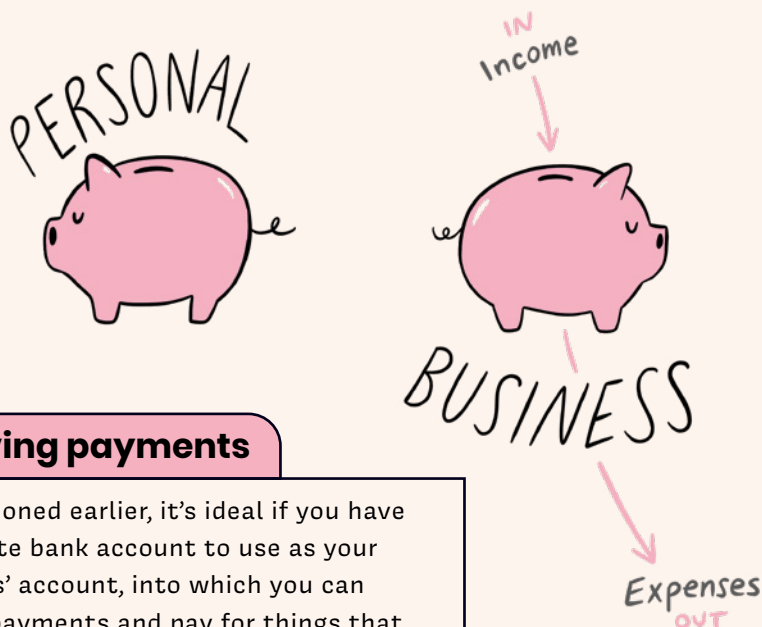
Best practices

If something goes wrong in the course of your freelancing career, like non-payment or someone using your work for something you didn't agree to, you're going to wish you'd had a contract for that particular job. Of course, there's no way to know which gigs will turn sour, or which employers won't pay, so it's best to get into the habit of getting a contract for every job.

We'll talk about contracts (and their alternatives) in Chapter 3, but depending on your industry, what level you work at and what role you usually play, you might find that having a Project Initiation Document at the start of large projects can really help. These are documents in which the scope, aims, budget, roles, expectations, schedule and deliverables are laid out clearly, and in which the risks and challenges are discussed. This might not fit your way of working, as this is a process borrowed from the world of corporate project management, but for those whose creative work strays into that field, they can be a fantastic idea. You can find many templates online, and use those to create your own, but you'll probably start by interviewing your client about how they see the process panning out and what goals they hope to achieve.

Initiation templates can also help to avoid things like task creep, where you find yourself taking on jobs and tasks you never agreed to do, and which are (or at least should be) outside of your remit as a creative freelancer. They also help you to lay down firm boundaries and encourage everyone involved to stick to them.

Another way to encourage people to stick to your working boundaries is to have a professional email address at which a client can contact you, and highly discourage them from contacting you in any other way. If your work falls within a 9-5 schedule and you will never actually need to be contacted outside these hours, withholding your phone number from clients who you suspect might be a little 'too much' can be a very good idea (and we've certainly used this particular technique before).



Receiving payments

As mentioned earlier, it's ideal if you have a separate bank account to use as your 'business' account, into which you can receive payments and pay for things that will count as expenses. You can then transfer out of this business account into your personal account, and it means things will be a lot easier if you are audited by HMRC at any point. It can also help with doing your taxes.

Receiving money via bank transfer will always be the cheapest and simplest way to get paid by clients, usually including those paying from different currencies. Paypal has become the standard thirdparty means to send and receive money, but the fees can be pretty astronomical. Wise (formerly Transferwise) and others are worth checking out as alternatives.

Dealing with difficult clients

One of the most difficult things about creative freelancing can be dealing with clients who aren't playing nice. Without a HR department to mediate between you and an employer, it's a challenge to stand up for yourself, especially if you feel pressured by a power differential, by your financial challenges or by a bullying client.

If you can feel control of a situation getting away from you, ask yourself: what would you say to a friend in this scenario? Or even better, share the situation with your friends and peers, and let them bolster your confidence in your position. Address your contract and your initiation agreement, if you have either, to see what you agreed to and what you didn't. Call a meeting with your client just to talk through any interpersonal struggles you're having, but remember that your community is there to help you too. Professional bodies, unions and creative networking groups can all help you to solve your issue without compromising your boundaries - and they can back you up if someone is pushing for something unfair or treating you badly.



Re:Logo design

TUES

Hi Aubrey,
Thanks for sending through the finals.
Unfortunately the CEO has changed his
mind on the new brand name. Can you try
some more options by Friday?



Pensions and alternatives

It can be incredibly hard, when freelancing, to set aside money for your future - especially when you're starting out. Your national insurance payments will entitle you to a state pension, but you will need to figure out your own private pension, whereas many employed people will be supported in that by their employer.

There are a range of pensions with varying degrees of ethical consideration but, at this moment in time, they are less reliable than they have ever been, so it can be a good idea to spread savings across a range of options rather than put everything into one single private pension fund.



Lifetime ISA

A good, workable option for freelancers is the UK government’s Lifetime ISA scheme. This is tax-free, and is intended to incentivise you to save for later life. Anyone aged 18-40 can open one, and you can pay in as much or as little as you’d like, up to £4000 per year. The government invests this in stocks and bonds, and the thing that makes this a good option over or alongside a traditional pension is that the government will also add a 25% ‘bonus’ to your savings, up to £1000 annually. This means that if you can save £100 for your future, they will add £25. If you can save £1000, they will add £250. If you can save the whole £4000 in a year, you’ll end up with £5000 - PLUS any gains made by the investments. This is about equivalent to a 15% pension on a salary of £35,000. You can control what weighting your investments take, and choose either low risk or higher risk ones, but like any investing this comes with the risk of making a loss. However, the government’s 25% bonus means this risk is offset somewhat, and as most pension schemes run in the same way, the risk is there for any scheme of this type. You can manage your Lifetime ISA through free apps like Moneybox, which take a small commission on your investment gains and / or government bonus.

PROS

You can pay in as little as you like / can afford

You have *some* control over where your money is invested

25% govt bonus; quite literally free money

CONS

Isn’t available for those over 40

If you withdraw money before you are 60, you lose the 25% govt bonus

Financial planners advise saving half of your age; for instance, if you’re 30, it means putting 15% of all your earnings away for your future. However, for freelancers and those on low incomes this can be incredibly hard. Whatever you can afford to put away is better than nothing.

Summary

Key Takeaways

- 1 Find out the minimum recommended rates for your industry and set your rates accordingly, with this as a starting point.

- 2 If you ever do discounted or free work, invoice for the full rate with the discount added, so people can see what your time and work is worth.

- 3 Raise your rates in line with inflation, or you are giving yourself a real-terms pay cut annually.

- 4 An initiation template can help when working with new clients, to make sure expectations are realistic and boundaries are set.

- 5 Try to put some money away in a pension or an alternative, even if it's only a little at first. Some options are government supported and have incentives to save.

3

Protecting Yourself

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You'd be hard pressed to find any freelancer who doesn't have some sort of horror story involving late payment, non-payment or a nightmare client who demanded way more than they paid for. In the artistic industries, you can add in considerations of copyright, creative differences and changing expectations. All of this can make for a fraught working environment, especially when you feel distanced from or outnumbered by your clients.

However, there are a number of ways you can look out for your rights, and in this chapter we'll outline the big ones. Be proactive in the way you set out your working boundaries and know your rights as much as possible. This will help you to ensure working harmony not just now, but throughout your creative career - and it will help you understand your parental or disability rights as a freelancer too.

Contracts

Because creative freelancers aren't covered by employment law, it is absolutely essential that you have a contract in place for any work you do - or if not a full contract, at the very least a written agreement signed by both parties. We all shirk on this front, and we shouldn't. One major reason is that if you are denied payment and the case goes to small claims court, a contract will help you win the case and get the money owed to you. If there is no contract, this is a lot more difficult.

A contract clarifies what rights and permissions you are giving to the client, on what terms, and for what period. Perhaps you have only agreed to have your designs used for one purpose, and then later you find that the company you worked with has published them in various different forms

you didn't agree to, and weren't paid for - a contract clarifies this, and helps you to get the money you're owed (or have your designs removed). In the arts world especially, contracts can be seen as an unnecessary inconvenience, but that puts both parties at risk - especially the worker.

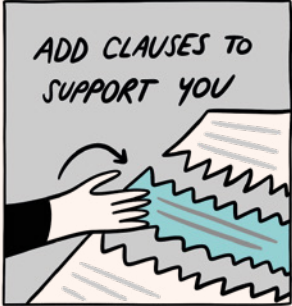
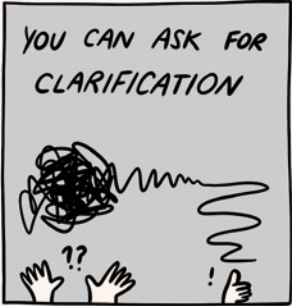
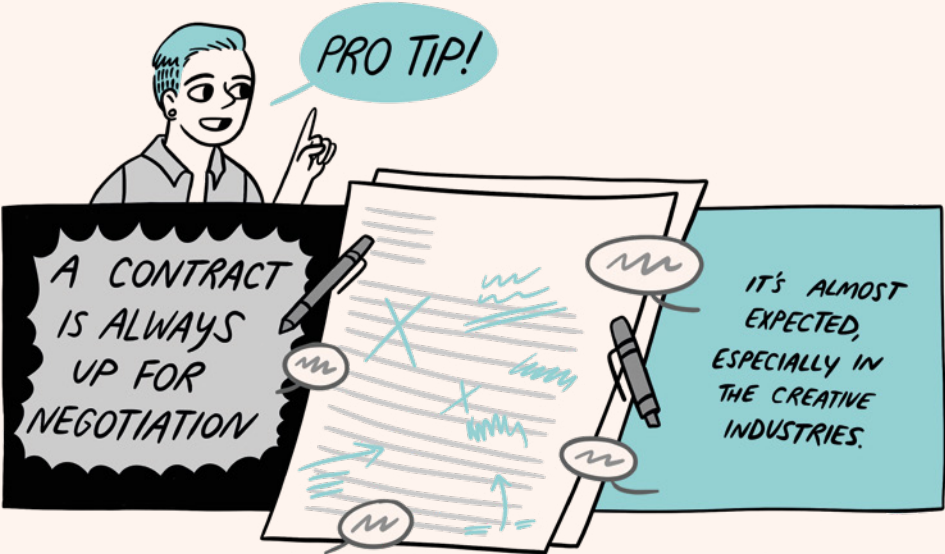
If you're working for or with a large organisation, ask them to provide a contract for you to sign. There can be some resistance to this, but do remember that **getting a contract is the single best way you can protect yourself** and your working rights - and if they aren't happy to do this, consider why that might be. A good employer should have no problem allowing you the tools you need to meet them on an equal playing field.



Contract templates

If you tend to work with smaller companies or individuals, providing your own contract template can be a great way to avoid having to ask for one. Many of the professional bodies listed in Chapter 5 will offer contract templates or contract writing assistance as part of your membership, but you can also seek legal advice to help you draw up a contract template. This, of course, will require some financial outlay, but if you do have the budget you might decide it's worth spending a couple of hundred pounds for a document that can be adapted as necessary and may be used for years.

Thanks to our legal consultant, we've been able to provide a contract template at the end of this guide. This template is reasonably fit for use - however, it is only intended to be used as a template, to be adapted by you to meet your individual requirements. If you need qualified legal advice for your specific problem, or if your specific problem is too complex, please consult a suitably qualified Solicitor. The creators of this guide accept no liability as a result of the usage of the template provided.



Letter of Engagement

If you don't feel confident using a contract template, you can ask for, or create, a Letter of Engagement - or if you're an artist, a Commission Confirmation. These are written without any of the 'legalese' of a formal contract, but provide some written confirmation as to what has been agreed between the two parties, and can help protect you in the event that something goes wrong later. This can even be pulled from what's already been agreed via email, and simply put into a document for both parties to sign. If all you have is a series of emails agreeing to the work, or messages on an app like WhatsApp or Signal, this is better than nothing but isn't likely to be much help in court, if it was necessary to get payment that way. A Letter of Engagement document should clarify:

- The names and addresses of both freelancer and employer
- Your contact details and the employer's contact details
- A description of the work
- The rights granted - in other words, what you're agreeing for your work to be used for
- The delivery schedule - what dates you'll be performing/delivering the work
- The agreed fee and any kill fees included (see below)
- Your payment terms - the period in which you want to be paid after the work is delivered
- How you should be credited on the final work or promotional materials
- A line stating that a signature constitutes agreement to the terms as laid out in the document
- Signatures from both parties

A LETTER OF ENGAGEMENT

SHOULD CLARIFY:

YOUR NAME
YOUR ADDRESS
AND CONTACT INFO

THE DATE

- ① CLARIFY WHO IS THE CLIENT'S NAME AND ADDRESS (CLIENT)
AND SUPPLIER YOUR NAME AND ADDRESS (SUPPLIER).

- ② DESCRIPTION OF THE WORK
OVERVIEW HERE.

③
CLARIFY THE RIGHTS GRANTED — IN OTHER WORDS,
WHAT YOU'RE AGREEING YOUR WORK TO BE
USED FOR.

- ④ DELIVERY DATES ____/____/____
THE SCHEDULE FOR WHEN YOU'LL BE
PERFORMING/DELIVERING THE WORK.

⑤
THE AGREED FEE AND ANY KILL FEES INCLUDED.
see pg. 68

- ⑥ PAYMENT TERMS — THE PERIOD IN WHICH
YOU WANT TO BE PAID AFTER THE
WORK IS DELIVERED.

⑦
HOW YOU SHOULD BE CREDITED ON THE FINAL
WORK OR PROMOTIONAL MATERIALS.

- ⑧ A LINE STATING THAT A SIGNATURE
CONSTITUTES AGREEMENT TO THE TERMS
AS LAID OUT IN THE DOCUMENT.

- ⑨ SIGNATURES

YOU / / /

DATE

CLIENT / / /

DATE



Kill fees

Kill fees are an important part of creative contracts. A kill fee ensures that, if you and your client disagree with the angle that a project is taking, or if the client finds that your work isn't to their liking, you will still be remunerated for the work you've done up to this point. They're common in journalism contracts as sometimes a story will be killed due to other happenings, similar stories and other things outside of anyone's control, but they're also useful for any creative work (though usually visual creative work) that is commissioned and which will be paid on publication.

If you have a delivery schedule, you can work in kill fees that correspond to this schedule - for instance, if you will deliver initial sketches at 25% of the way through the schedule, you could request 25% of the full fee if the job is cancelled at that point - and so on. Journalists might ask for 25% of the total payment if an article is killed before publication - though more established freelancers might feel comfortable asking for more.

There are no set rules for kill fees and some freelancers consider them controversial. However, they can be a huge help in making sure your time and work are properly valued, and save you from putting in a lot of effort with no payment.

Example from Association of Illustrators

PROJECT STAGE	KILL FEE
Pre-roughs	25%
Rough stage	33%
Delivery	100%
Intermediate stage	pro rata

Cancellation fees as a percentage of the agreed fee for the work.



Copyright

As a freelancer, you are the default owner of the copyright of any artistic work you create - unless you've signed a contract saying that the work belongs to someone else. If you're an in-house creative for a firm or organisation, it's more usual that the work, by the terms of your work contract, belongs to your employer (though this isn't always the case). But freelancers generally retain their copyright, and it's important to read any contracts fully before you sign them for this reason. Query anything you're not sure about, and consider having your union or professional body look over it for you; many of them will offer this service for members.

Copyright is instantly given to the creator (meaning you don't have to have a copyright notice on your work, though this can help deter infringement) and lasts for a set period of time, depending on what type of creative work it is.

Literary, Dramatic, Musical and Artistic work	70 years from the death of the author
Broadcasts, Films and Computer Generated	50 years from date of creation/availability



It's a little morbid, but if you have created any work that will have a life much longer than your own (for instance, if you've written a book), it can be worth mentioning, in your will, who you bequeath the ownership of that work to after your death. Ensure this is someone who you trust with your creative legacy.

There are some additional protections that you can put in place for creative work. For instance, as another level of protection for a design or drawing, you can file a Registered Design, which can cost as little as £50. You can read more about this at [freelanceuk.com/legal/ Registering_Designs.shtml](https://freelanceuk.com/legal/Registering_Designs.shtml). Additionally, you can register copyright for any creative work with the UK Copyright Service, which can provide an extra layer of support to any copyright infringement claims you have to make in the future.

It's worth noting here that an idea is not protected by intellectual property rights, such as copyright. An idea has to materialise into work in order to be protected. If you want to keep your ideas from being stolen, the simplest thing to do is to not share them with anyone who doesn't need to know. Don't let it make you totally paranoid, however; while a lot of us, especially at the start of our creative careers, can be worried about this, it's a rare occurrence. There is simply a lot of overlap in the process of creation!





Payment

Late or non-payment is the eternal needler in a freelancer's ribs. A study by YunoJuno revealed that over half the freelancers in the UK have done work that they've never been paid for, and a third of us don't know what to do when payment is late.

For this reason, you should get to know a little piece of legislation called **Late Payment of Commercial Debts (Interest) Act 1998**. Essentially, this law states that, as a freelancer, you should be paid within 30 days from the date of your invoice (60 days in some cases - but we'll discuss that later). If you don't receive payment within this period, you are entitled to add both late fees and interest to the amount on your invoice. If you are still not paid, you can take your client to small claims court. We'll talk more about this in Chapter 4. For now, let's discuss how you can avoid these situations.

A huge part of ‘encouraging’ employers to abide by labour laws is simply showing that you know what those laws are - and perhaps educating them on the fact that there are laws that they’re supposed to abide by. With that in mind, consider adding this as a footnote on your invoice template:



Payment terms are 30 days. Please be aware that according to the Late Payment of Commercial Debts (Interest) Act 1998, freelancers are entitled to claim a £__ late fee upon non-payment of debts after this time, at which point a new invoice will be submitted with the addition of this fee. If payment of the revised invoice is not received within a further 14 days, additional interest will be charged to the overdue account at a statutory rate of 8% plus Bank of England base of __%, totalling __%. Parties cannot contract out of the Act’s provisions.

We’ll discuss what figures should be in the place of the gaps in the next section of this guide - these are dependent upon the amount of your invoice and the base rate at the time you’re submitting the invoice. But in the meantime, add this to your template, and get in the habit of filling in those blanks whenever you write one.

However, please do note that **this legislation applies whether or not you have it on your invoices**. Even if you’ve never included it anywhere, it applies. It’s the law!

Parental leave and maternity pay

Maternity rights for freelancers are, unfortunately, severely lacking. Most traditionally-employed people are entitled to Statutory Maternity Pay (at the very least), which gives new parents 90% of their wage for the first six weeks after the birth of their child and £156.66 for the next 33 weeks (unless 90% of your weekly income is lower than £156.66, in which case you'll get that. How 'generous'!). This gives new parents 39 weeks of coverage in total. In addition, parents can share up to 50 weeks of parental leave on a schedule that suits them, though only 37 of these may be paid.

As a sole trader, you are unfortunately not entitled to Statutory Maternity Pay. Instead, you can claim Maternity Allowance, which lasts for 39 weeks and can start 11 weeks before your due date. The full amount of Maternity Allowance is £156.66 per week, though you may not be entitled to all of this - in some cases the payment is as little as £27 per week. Claiming Maternity Allowance also may affect how much you receive in other benefits, such as Universal Credit.

To claim for the full 39 weeks, in the 66 weeks preceding your baby's due date you need to have:

- Been self-employed for at least 26 weeks
- Earned over £30 per week (and therefore have paid Class 2 National Insurance) for at least 13 weeks (cumulatively, not consecutively).

If you have not paid enough Class 2 National Insurance to get the full amount, or if you haven't yet filed your self-assessment tax return for the year previous to your pregnancy in order to have been charged the Class 2s, you will get the lower rate of £27 per week. Thankfully, you can pay Class 2s voluntarily in order to get the full amount, including for backdated payments.



The full details of how to claim Maternity Allowance can be found at gov.uk/maternity-allowance/eligibility. We advise getting prepared as much as possible in advance, noting on your calendar what you need to get and when (for instance, you are supposed to get a particular document from your midwife at your 20 week appointment, something that can quite understandably slip your mind). If you need to, ask for support from a friend if you can.

Some freelancers will, however, find themselves stuck on the rate of £27 per week - and some for only 14 weeks. This lower rate is, of course, not enough to support a parent of a newborn, and we would encourage you to ask any unions or professional bodies you're a member of to raise this issue on behalf of all freelancer parents. There are a few organisations who are dedicated to supporting parents and carers in the arts sector, including freelancers. One such organisation is Raising Films, who support those working in the screen sector. They can be found at raisingfilms.com. Parents and Carers in the Performing Arts (PiPA) also do great work, and can be found at pipacampaign.org. A Creative Edinburgh report into barriers and challenges for creatives with kids can be found [here](#).

If you give birth prematurely, or if you experience a miscarriage or stillbirth after the 24th week of pregnancy, you may still be entitled to Maternity Allowance. Please have a friend contact HMRC on your behalf to see what your situation is.

Find out more about your options at maternityaction.org.uk/advice/maternity-and-parental-rights-for-self-employed-parents.

Adoption leave

Freelancers are, unfortunately, not entitled to leave when they adopt a child or have a child through surrogacy. However, you may be entitled to [Statutory Adoption Pay \(SAP\)](#).

Keeping your freelance business going while on Maternity Allowance

As a freelancer, you're not allowed to work if you're claiming Maternity Allowance, and if you do work, you may lose some or all of your weekly payment. However, you are allowed ten days of 'keeping in touch' workdays, which can be very helpful to freelancers who will need to go back to their clients after their maternity leave is over.

'Keeping in touch' days are counted daily, not hourly, so you cannot work eight hours over a week and claim this as one day. Save up all your tasks and try to get through as many as possible in one day to make the most of your ten allowed days (difficult with a baby, we know). Helpfully for creative freelancers, you can also do some admin work outside of these ten days. This should be admin work that's necessary for running your business, but that you wouldn't bill a client for - things such as replying to emails, updating your website, posting on social media, doing your accounts, etc.

A note on childcare

Many of the things that offer creative freelancers focused working time, like residencies, can feel off-limits to parents or carers, especially those who are single and those without access to family support. However, this is an issue that's being slowly addressed, and residencies are more open to supporting parents as much as they can. Moniack Mhor, a writer's retreat near Inverness, has some short courses with childcare included, and a bursary for those from marginalised groups which can be used to cover childcare too. Don't be afraid to ask - at the very least, it will help raise the issue for future consideration.



UNEQUAL
PAY

BENEFITS
AT RISK

INACCESSIBLE
TRAINING

Disability rights for freelancers

A 2019 IPSE report found that one in seven self-employed people are disabled, and yet so few conversations about freelancing take the needs of disabled workers into account. For instance, disabled workers overall tend to earn less than their non-disabled peers, something that can put the challenges of freelancing into sharp relief; being paid late if you're on a low income can make it hard to cover the costs of living, for instance - but conversely, if you're paid a large lump sum for a piece of creative work, it can throw your eligibility for vital benefits into question. When you add in the general barriers to access that the creative industries often have, this means that disabled creative freelancers face greatly increased challenges compared to those without disabilities.

While there are no specific legal protections for disabled freelancers, you are covered by the Equality Act 2010; if you aren't sure exactly what this entails with regards to work, you can find out at disabilityrightsuk.org/careers-and-work-disabled-people. In short, the law says that an employer must not discriminate against you because of your disability. Of course, outside of a traditional workplace, this can be difficult to police. The best way to access support as a disabled creative freelancer is via the groups or organisations below; either disability-specific groups that will have knowledge of your situation, or peer groups that may have experienced similar situations. Organisation is power, no matter what obstacles you face.

If you are about to become self-employed or are just starting out, the UK government's Access to Work scheme may provide you with a grant to put towards any aids you would find useful, the costs of an interpreter or note-taker, any additional travel costs you face, etc. If you are a graphic designer or a visual artist, this grant can be put towards equipment that will make it easier for you to do your work. It can also help you to develop a support plan that can assist you long-term; this is available to workers with mental health conditions too.

Reasonable adjustments

The legislation above states that an employer must provide reasonable adjustments in order to allow you, as a disabled worker, to do your job as well as your non-disabled colleagues, and without undue stress. This can be anything from installing a ramp to allow wheelchair users access to workspaces (for instance, a stage if you're performing your work) to changing the recruitment process or allowing you to work part-time.

While the conversation around accessibility in the arts is moving forwards, many creative organisations and spaces are woefully behind in providing reasonable adjustments, so as a freelancer you may have to be both firm and clear about what you will require - and in doing so, you'll be helping any disabled freelancers that come after you too.

As an artist, this can take the form of asking for more leeway in deadlines and time frames, to allow for any flare ups or periods of ill health that you may face. Promotional schedules can be gruelling, and pushing yourself to keep up can result in burnout if, for instance, you have a chronic illness.

Don't be afraid to query the lack of BSL interpretation or subtitles used for events, the use of inaccessible venues, or the difficulties a particular project throws up for neurodivergent creatives. Most of the time the organisation may not ever have considered these things, and will welcome the critique (ideally, but we know this is not always the case). Be as clear as you can about what your needs are and how your employers can support you to do your best work without compromising your health.

Organisations that can help

It can be incredibly challenging for creative freelancers with disabilities to advocate for themselves, so you might feel it’s worth joining a union that specifically represents disabled workers. The UK-wide [Disability Union](#) has memberships starting at £5 per month, and as with all unions, you can help to shape their actions and responses if you join. Ask if there is a specific working group for disabled freelancers, and if there isn’t, be part of one! Unions can only thrive when their members are active and engaged!

There are also a number of groups operating in Scotland to allow disabled artists to come together and help advocate for each other and discuss the challenges they face - as well as some more formalised ones working for and with disabled artists. Here are a few of them:

IN SCOTLAND

Artlink	artlinkcentral.org
The Crip Collective	a Facebook group for disabled artists in the publishing industry in the UK.
neukcollective.co.uk	for neurodivergent artists in the Scottish arts scene
Scottish Neurodiverse Performance network	abywatson.co.uk/snpn
Creativelicht.com	working for and with performance interpreters
Birds of Paradise	an inclusive theatre company working with disabled and non-disabled artists
Drakemusicscotland.org	creating opportunities for disabled musicians
Project Ability	projectability.co.uk
solarbear.org.uk	a theatre company working with deaf and hearing actors, theatre makers, artists and young people

IN THE BROADER UK

The Society of Authors	Authors with Disabilities and Chronic Illnesses Network
disabilityarts.online	sharing disability arts and culture nationwide
Weareunlimited.org.uk	commissioning work from disabled artists
The Creative Confidence Collective	networking for disabled artists at triplec.org.uk
'Folk Talk Together - Access All Areas'	a Facebook group and Zoom meetup for anyone in the UK folk music sector who identifies as disabled, neurodivergent or having a long-term physical or mental health condition



Taking sick leave as a freelancer

Freelancers unfortunately don't enjoy the same access to sick pay as their peers in the workplace. For several years, freelancer organisations and unions have been lobbying the government to extend Statutory Sick Pay to self-employed workers. Currently, SSP requires an employer to pay £99.35 per week for up to 28 weeks to an employee who is too ill to work, though many workplaces offer better terms. However, currently, this does not apply to freelancers.

If you are unable to work due to a health condition or disability, you may be entitled to **Employment and Support Allowance (ESA)** if you have paid enough National Insurance in the preceding years. For the first 13 weeks, you'll be paid the 'assessment rate' while your case is considered. This will pay:

up to £61.05 a week	if you're aged under 25
up to £77 a week	if you're aged 25 or over.

Then, if you are entitled to ESA, you'll be put into one of two groups. Then the ESA will pay:

up to £77 a week	if you're in the 'work-related activity' group
up to £117.60 a week (plus an enhanced disability premium)	if you're in the 'support' group

You are allowed to do some work while you're in receipt of ESA. Up to 16 hours a week, up to a value of £152, is what's permitted.

You can also claim Universal Credit alongside this, if you need to. If you have Income Protection Insurance, as mentioned in Chapter 1, this should pay out monthly after a certain amount of time. Check the details of your plan and how to start claiming. You can find full details and updated figures at [gov.uk/employment-support-allowance](https://www.gov.uk/employment-support-allowance).

As a creative freelancer, it's worth investing both your physical and mental wellbeing right from the very beginning. Creative work can be hugely emotional as well as physical and as you can see from the above, the support for us isn't enormous. If you can, budget a portion of your income yearly for investments towards your own wellness. This could include therapy, massage, yoga, fitness classes - or things to maintain good creative mental health, like art classes, music lessons or short trips away. If you can afford to, try to build yourself a package of care that your traditionally-employed peers might receive. Because **work takes it out of you**.



Summary

Key Takeaways

- 1 A strong contract is the single best way you can protect yourself and your rights, as a freelancer.
 - 2 You can negotiate if a contract is provided to you by an employer. Know what you're signing, and what you're agreeing to.
 - 3 If they're standard in your industry, kill fees can protect you in the event a project doesn't work out.
 - 4 You can, and should, charge late fees.
 - 5 If you are a disabled freelancer, employers are still required to provide reasonable adjustments so you can do your job.
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4

When Things Go Wrong

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The nature of freelancing - often remote, often isolated, with no HR department or workplace union to help you - can make you feel that when things go wrong, it's simply tough luck. It's difficult to advocate for yourself and discouraging to sift through pages of government information to try and find out what your rights really are. Even for those of us who've been freelancing for a long time, the barriers can feel huge.

This chapter is intended to take down a few of those walls, and show you that you are not powerless to act in the face of mistreatment. It can seem intimidating to stand up for yourself and easy to feel like you're 'causing a fuss', but remember: in advocating for yourself, you are not just improving your own situation, but working to improve the situation of freelancers across the country.

Late payment fees

All freelancers know the agony of waiting for a payment that’s long overdue. Ask amongst your peers and you’ll hear horror stories of waiting six months, twelve months or even longer to be paid for work that’s been done and submitted - and in the worst cases, this payment never arrives. 50% of freelancers say they’ve done work that they haven’t been paid for. This is unacceptable.

However, there are laws in place to not only protect you against non-payment, but to ensure that you are paid in a timely manner. If you’re not, they allow you to charge late fees and interest on that payment.

As mentioned in Chapter 3, the legislation that applies here is called the **Late Payment of Commercial Debts (Interest) Act 1998**. It’s a UK law, and applies in Scotland. You can search for it, and read the whole thing, at legislation.gov.uk.

The law states that you should be paid within 30 days from the date you send your invoice. If you have signed a contract with a client that states their payment period is 60 days, you cannot charge late fees or interest until after 60 days has passed. However, if you have signed a contract that has a payment period of any more than 60 days, this is termed ‘grossly unfair’ to you, the supplier, and is not legally enforceable. Query any contract with a 60-day payment period and ask for it to be changed to 30 days. In the vast majority of cases, your legal protections kick in 30 days after you sent your first invoice.

If you have not been paid within 30 days, send an amended invoice on day 31, with late fees added. Here are the amounts you can currently charge:

INVOICE AMOUNT	LATE FEE
£0 – £999	£40
£1000 – £9,999	£70
£10,000 +	£100



You are also entitled to add interest onto your original invoice from day 31. Interest accrues daily, so from day 31, the interest will increase for every day the invoice is not paid. For this reason, on day 31, many freelancers send a new invoice with late fees added, and note in the accompanying email that interest will be added until the invoice is paid, specifying what that daily interest will be.

The amount of interest you're entitled to charge is 8% + the Bank of England's Base Rate. The Base Rate changes annually; at the time of writing it is 0.75%, but it's more often around 0.5%. You can find out what the current rate is. This means, as we write this, the interest on a late invoice would be 8.75%.

The maths is a little complicated, but we'll show it below. Remember, the number we're using is 0.0875 because the current base rate is 0.75%. If it was 0.5%, the number below would be 0.085. If it was 0.1%, the number would be 0.081.

$$[\text{original invoice amount}] \times 0.0875 = y \text{ (annual interest)}$$

$$y / 365 = z \text{ (daily interest)}$$

$$z \times [\text{number of days late the payment is}] = \text{your interest amount}$$

If I send an invoice that's for £1000, and I send a new invoice on day 31 with the late payment fee, and on day 60 it still hasn't been paid, I would add 30 days of interest:

$$1000 \times 0.0875 = 87.5$$

$$87.5 / 365 = 0.24$$

$$0.24 \times 30 = 7.2$$

So £7.20 is the interest I can add - plus the £70 late payment fee. This means on day 60, my new invoice will be for the amount of £1077.20.



Here’s how that would work for some other amounts:

Late fees + interest					
Original Invoice Amount	Late Fee	Daily Interest Amount	Interest Accrued by Day 40	Interest Accrued by Day 60	Total to Invoice by Day 60
£100	£40	£0.02	£0.22	£0.66	£140.66
£500	£40	£0.12	£1.20	£3.60	£543.60
£2000	£70	£0.47	£4.70	£14.10	£2084.10
£12,000	£100	£2.80	£28	£84.40	£12184.40

Opinions vary on how these late fees should be used. Some freelancers are religious about applying them as soon as is legally allowed. Others prefer to use them as a warning when payment is overdue, and don’t add the fee but tell the client they intend to do so if payment is not forthcoming by a certain date. Others fold these fees into their invoicing, and offer an ‘early payment discount’ for payment within 30 days. However you choose to use them, you should.

While it can feel uncomfortable to apply these fees, by doing so you normalise the process of paying freelancers within

the legally required period. An argument against using late fees is that it may sour your relationship with your client. Another way of looking at this is that by not paying you within the period they’re legally required to pay you, your client is the one souring the relationship. Why should it be typical for a freelancer to wait two months, four months or half a year to be paid? We can’t stop our rent payments, our gas bills, can’t stop feeding our kids. These legal protections are in place for a reason. We have to wield the power that we have in order to make things better for all.





CHASING LATE PAYMENTS

see Appendix for full
email templates

I first chase payment after
3 weeks, with time left for
them to pay me. I say:

- do they need more
info from me to
process payment?
- invoice reattached
for reference.

When an invoice is a day late,
I chase payment again:

- new invoice with
late fee added.
- 14-day deadline,
informing them that
interest will accrue
from that point.

When I invoice next with interest,
I also threaten legal action:

- new invoice with
7-day deadline.
- suggest I will have
to take the matter
to court if I don't
get paid

Escalation

If you're in a situation where you have been chasing late payment for a while, and you're sending through new invoices with late fees added and simply getting no response, it's probably time to escalate things. There's no set period of time for escalation but don't wait until the situation has become completely dire; if you're relying on this money, as so many of us rely on timely payment, you're under no obligation to give a non-paying employer six months or even a year of grace.

In order to get payment that's owed to you, you can go through what's often known as 'small claims court', and we'll discuss this below. But any court process, even simplified, will cost money and may not find in your favour, depending on how much paperwork and proof you have. Thankfully, escalation can signal your intent to go the legal route if you really have to.

If you're a member of a union or professional body, now is the time to reach out to them. You may be able to access free legal advice through them - sometimes in the form of 15- or 30-minute appointments via Zoom or similar. Take this option if you can, as the advice you get there will be more specific to your situation. You will most likely decide to put together an updated invoice detailing all money owed to you (plus late fees and interest), with a letter explaining what the daily interest is, and that this will be added for every further day that the invoice is not paid. Your union will be able to write this letter for you or with you, from an official union address, with a note that the issue will be further escalated to court, with the support of the union, if payment is not forthcoming. This is usually the point at which a non-paying client decides to give you your money.

Even if you aren't a member of a union, writing a letter in a more formal way can achieve the same effect. Simply showing that you know how to proceed in order to get your money often encourages people into doing the right thing (albeit very late). If the amount of money you're owed goes into the thousands and the organisation you're dealing with is a corporate monolith, you might want to consider paying a solicitor to write this letter for you.

Small claims

If none of the above escalation efforts work, your next step is likely to be what's often referred to as 'small claims court', even though this is not the exact terminology. This is the process by which you can try to recoup debts up to £10,000.

It can be intimidating to initiate legal proceedings as a freelancer, as it feels overwhelming and also very serious at the same time. If you do have to go down this route, remember that these laws are in place to protect you, and that you have a right to be paid for work you have done and delivered.

In Scotland, you'll proceed to resolve things through the Scottish Courts and Tribunals Service (SCTS). The process from this point onwards depends on the amount owed to you. If you're owed £5000 or less, you can use 'the simple procedure'. If it's between £5000 and £10,000, you'll use the 'ordinary cause'.



for claims up to £5000

The simple procedure

If the amount you are seeking is £5000 or less, you can now use what's known as the simple procedure, which is designed to make it easier, less expensive and relatively informal to recoup smaller amounts. You do not need a solicitor to use the simple procedure, though you can use one if you like. You will put a claim in digitally, via the SCTS civil online portal, which can be found at scotcourtstribunals.gov.uk. There's a button that says 'Civil Online'. From there, you'll select 'Taking Action'. You'll submit and receive documents via this portal and it will be handled almost entirely online. If you don't wish to make your claim via this portal, you will have to apply to the Sheriff to submit the claim in paper form. In order to get approval from the sheriff, you must submit your claim forms along with:

- the names and addresses of the both the claimant (you) and the respondent (the person or business who owes you money); and
- the reasons why the claim form cannot be submitted electronically.

The sheriff will then decide whether or not your reasons are valid, and will either allow you to proceed with paper documentation or direct you to the online portal.

Simple procedure is not just for making a claim when someone owes you money, but can also be used if your rights have been violated - for instance, if someone has discriminated against you based on a protected characteristic such as race, religion, disability, sexual orientation, etc.

claims £5000 – £10,000

Ordinary cause

If the amount you are owed is between £5000 and £10,000, you cannot use the simple procedure, and instead must go through a process known as ‘ordinary cause’. This is more complex than the simple procedure, and it’s recommended that you seek legal advice to help you navigate it. **Citizens Advice** will be able to give information, and the **Law Society of Scotland** can assist you in finding a solicitor. As you will require a legal professional in this instance, we won’t lay out the process here; it’s too complicated and too subject to change. However, hiring a solicitor will cost you money, and this can quickly mount up, so chat to Citizen’s Advice about whether it is worthwhile to chase this money down through the courts, and whether there are any other options open to you.

Costs

Even if you don’t use a solicitor, it does cost money to bring a small claim against someone, though these fees are relatively low, and will in most cases be worth it in order to get your payment. At the time of writing, these are the costs in Scotland:

SIMPLE PROCEDURE

to claim £300 or less	£19
to claim £301 to £5000	£106

SIMPLE PROCEDURE

to claim £5000+	£132
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Additional fees may be required as the case goes on, but they are the base charges. You can find out more at scotcourts.gov.uk/rules-and-practice/fees/sheriff-court-fees.

You may be exempt from court fees, for instance if you are in receipt of jobseeker's allowance, Universal Credit or various types of working tax credit. You may also be entitled to legal aid, which may cover the costs of a solicitor; if the amount owed to you is above £5,000 this would be worth looking into. This information in full can be found at scotcourts.gov.uk/taking-action/court-fees and at mygov.scot/legal-aid/.

Whether you use the simple procedure or ordinary cause to submit your claim, the sheriff may decide a case without a hearing, encourage the parties to settle out of court, or may call both parties into the sheriff court to give evidence. This can feel very scary, especially if you are navigating this without a solicitor, but everything will be explained to you by the sheriff. The law states you must be given a fair hearing, you can

stop proceedings at any time if it becomes too much, and do try to remember that you have done nothing wrong. You are going through this process to try and get money that is owed to you, but even if the case isn't decided in your favour, it will at least bring the situation to a resolution so you can put it behind you.

The sheriff may dismiss any claim that doesn't have enough evidence or cannot, for legal reasons, be put through the court. For this reason, it's essential that you always keep all contracts, emails, payments, correspondence and anything else that might help a case if it did come to court. Good filing is your friend!

Ideally, the sheriff will find in your favour, then issue a Charge for Payment (basically an order for payment to be made) to the person who owes you money. This will be served, if the person who owes you money is also in Scotland, by a sheriff officer (a bailiff), and will demand that the payment is made to you within 14 days.

If you're not based in Scotland

The process for making small claims in England and Wales is slightly different, as Scots Law is a different system than the UK system - and if you're based in Northern Ireland, it's different from both Scots and UK law. While the process is broadly similar, the specifics and fees will be different, as will be the assistance available to you.

Information for England and Wales is at:

gov.uk/make-court-claim-for-money

And for Northern Ireland at:

nidirect.gov.uk/articles/recover-debts-owed-you

Enforcing Scots law in other jurisdictions (and vice versa)

Because Scotland and England have different legal systems, it can seem intimidating to have to reclaim money from a debtor (a person who owes you money) in England once a court has found in your favour. The legal 'border' may at first seem like a difficult hurdle, but this isn't the case. Enforcing an English debt judgement in Scotland is quite straightforward - and vice versa.

There are, broadly, two possible scenarios:

- 1 If you're in England and need to enforce a payment order against someone in Scotland.
- 2 If you're in Scotland and need to enforce a payment order against someone in England.

Let's start with the first one.

1 You're in England and need to enforce a payment order against someone in Scotland.

The creditor (the person who is owed money) must obtain something known as a Certificate of Money Provision from the court that issued the original judgement. Next, the certificate has to be registered with the Registers of Scotland in the Register of Judgements. This means that the creditor will receive a copy of the certificate which will be signed and then used to take action against the debtor under the Scottish system. In order to do this, the services of a Sheriff Officer would be used. The registration fee is currently £10 and the cost of application is £16.95. These costs would be payable by the defender (the person who owes money).

2 You're in Scotland and need to enforce a payment order against someone in England.

Again, the court that passed the judgement should issue a certificate and this will need to be done by an application by affidavit; for this a Notary (an individual authorised to witness and sign these documents), will be needed.

Next, the Certificate of Money Provisions must be registered with the High Court of England and Wales. Once this is registered, the creditor holds the equivalent of an English judgement. From here, there may be a range of enforcement options available. A common option is the seizing of the debtor's moveable property, but only on application of a writ known as fieri facias.

Debt recovery solicitors (in either country) can assist to engage the services of the relevant legal officers. If you're in Scotland and need to recover a debt in England, Yuill & Kyle are just one of the organisations who can help you with this; there are others. Don't lose hope!



When your work has been directly stolen

In the age of the internet, it's not uncommon for artists or content creators to have their work lifted from a website or social media account and posted elsewhere, without the person seeking permission or giving appropriate credit. Photographers experience this particularly egregiously.

Many of these examples are clear instances of copyright infringement. When your copyright has been infringed, you are entitled to damages. These damages are 'remedial', meaning that they are intended to make up for the infringement having happened. For instance: If a photographer charges £100 for use of a photo, and has five photos lifted from their website and used without permission, the damages would be £500.

If someone has found your work online and posted it to their Twitter or Instagram without credit, it's unlikely to be worth the effort to get money from them, especially if they're just regular people online who haven't a clue how copyright works - and if they've not made any money from posting it. The best thing to do in this instance is simply to contact them and ask them to take it down, or ask for credit and a token payment. You can even ask them to donate to a charity you care about, if it's more about making a point than recouping money back for yourself. However, if you feel your work has been stolen for someone else's profit, or even just for their clout, go ahead and recoup that money.

The UK Copyright Service have a clear and simple guide to getting any copyright damages you're owed at copyrightservice.co.uk/copyright/p05_copyright_infringement. You may be able to claim legal fees as part of the damages, and organisations like the Association of Illustrators have 'fighting funds' to help with legal costs for their members. Ask your union or professional body if they provide this kind of help.

PRO TIP

Take screenshots! In case of a dispute over your work, it will help to have documentation of where/when it was online.

When you think your work has been plagiarised

Plagiarism is a very thorny issue. When we use the term, we mean that someone is passing off someone else's work as their own, or is failing to give due credit when they've incorporated someone else's work into theirs. However, it is not a concept that is enshrined in law, as it would be considered a civil matter; the closest legal concept is copyright infringement, which is not exactly the same, but does have some overlap. Many instances of what we think of as plagiarism don't constitute copyright infringement, and this can be established in a court if necessary - though with all major legal processes, this can be costly and may not work out in your favour.

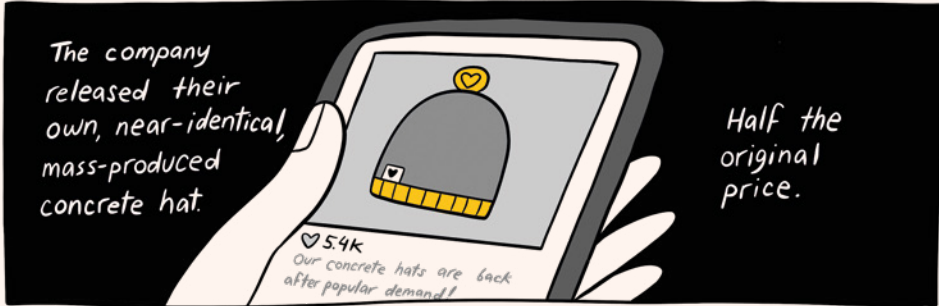
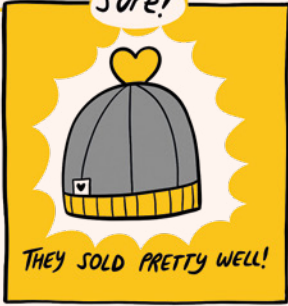
When you pour all your energies into a creative work, it's very easy to be sensitive when you find another work that you feel is similar to yours. There are a lot of artists creating a lot of work and coming up with similar ideas. It's worth noting that you cannot copyright such things as a title, and indeed there are often several or even dozens of different creative works that share the same name. As creative practitioners, we share reference points, culture, history - all the things that give rise to ideas - and it's likely someone has thought something similar, or indeed identical, elsewhere. It's difficult to be objective about things we have created, so seeking advice from honest peers (within your industry) and perhaps professional bodies is a good place to start if you do feel strongly about something that's seemingly related to your work. In the vast majority of cases it will be innocent coincidence.

To claim copyright infringement in a legal sense you have to prove causal relation between a copyrighted work and a work that is said to be infringing upon it. That means it isn't enough to say that two things are similar; you have to prove one was influential on the other. This is a lot easier for, say, a song that clearly has the same melody as another song or a design that is almost identical to someone else's design than, for instance, a story that shares similar plot points or characters to another.

Even where a creator might have the moral authority to claim copyright infringement, things like artistic inspiration, music sampling and fan fiction can blur the issue. It's worth considering what effect any action will have on your profile as an artist, especially in an age where the public are encouraged to 'take sides' with little information about a situation. Is it worth your energy and efforts to chase something that is just vaguely similar?

If someone has infringed upon your copyright, you may be entitled to damages as outlined above - though you, as a creator, need to be willing to enforce and protect your rights through a legal challenge, which can be time consuming and costly. Common examples of this are brands stealing clothing designs from independent makers, or ceramicists seeing identical versions of their wares pop up in high street shops. However, be careful how you approach these situations, and seek legal advice first and foremost - your union should offer this service, if you're part of one. We'll list unions that may be of use in Chapter 5.







I demanded my lost wages, plus a fee for damages to my reputation, as advised.



People associate the hats with me, plus I'm being undercut with their mass-produced price.



Public pressure / calling out

Bad industry practice used to be a private conversation, the sort of thing shared between professionals over a coffee, with a warning not to work with a client or employer that someone else had been mistreated by. However, larger companies in particular tend to hide their behaviour behind settlements, non-disclosure agreements and threats against their former workers. What workers have in their favour now, though, is the internet.

Anything you say on social media, especially public platforms like Twitter, Instagram or public Facebook pages, can and will affect how you are seen publicly. When you are a freelancer, your ability to work well with others and commit to projects will likely be judged, in part, by how you behave online, and indiscriminately slagging off clients on your social media channels looks hugely unprofessional (that's what WhatsApp groups are for!). Similarly, if you make a fuss about something you feel has been plagiarised but the public disagrees, this can damage your profile.

However, if you have been treated badly by a client - for instance, if you haven't received payment or have had your intellectual property stolen - and you've exhausted all other legal and professional avenues in order to resolve the situation, the Social Media Call Out can be a powerful tool in trying to bring about justice. If you do go down this route, be very careful with your language and framing: state facts, not emotions; be clear what resolution you want, what specific amounts of money you're owed and the ways in which you have tried to resolve this situation already; tag in professional bodies that may be able to apply pressure for you. Even better is to take the issue to your union, as they will be able to offer you access to legal advice and may be able to bring the situation to light more effectively than you can alone. Companies are very quick to claim defamation which can land you in legal trouble, so legal advice can be invaluable.

Speaking publicly about a former employer or client of course means you are unlikely to get work from that client again. But on the other hand, what good is a client that doesn't pay you, or steals your work?

CERTAIN
LARGE RETAILERS HAVE BEEN FOUND
TO SELL WORK EXTREMELY SIMILAR
TO THAT OF INDEPENDENT ARTISTS,
SOME WHOM THEY EVEN PREVIOUSLY
CONTACTED ABOUT WORKING WITH.
THEIR SCALE ALLOWS THEM TO
SELL PRODUCTS AT THAT LOW,
LOW MASS-PRODUCED PRICE.



IT MIGHT HAPPEN LIKE THIS

RETAILER OPENS DIALOGUE, SHOWS INTEREST IN WORK.



After a bit of back-and-forth
it amounted to nothing.




Months later, a friend alerted
me to the retailer's socials.



I contacted their
legal team.



CHIRP CHIRP CHIRP CHIRP CHIRP



NO RESPONSE

I was nervous about legal
fees, so I posted about
it on social media.



The response was enough
for the company to
apologise publicly.



PUBLIC APOLOGIES
DON'T ALWAYS COME
WITH COMPENSATION,
OR THE AMOUNTS
REMAIN SECRET.

At least they
removed the work.



Where to get legal advice

Both Citizen's Advice and the Law Society of Scotland can offer you advice or help you to find a legal professional if you do need to raise a claim against a client or employer. However, there are a number of other organisations that can help you.

Unions or other professional bodies in your particular industry can assist you with particular issues. For instance, if you're a writer, the Society of Authors will vet any contract before you sign it, as will the Association of Illustrators. It can be worth joining the equivalent organisation in your industry, as they are likely to be able to help you with other legal matters, or if they can't, recommend someone else who can.

Other organisations dedicated to connecting creative professionals may also be able to help you access legal advice. Creative Edinburgh offers free 15-minute legal consultations for its members (there is no fee to join). If the equivalent organisation in your nearest city does not offer this, then consider joining and telling them this would be a valuable service to you and others like you.

Another source of support is the Creative Entrepreneurs Club (formerly the Cultural Enterprise Office), a member organisation that has industry experts for various matters that you may face as a freelancer as well as advice and opportunities for connection. Please see: creativeentrepreneursclub.co.uk.

While there is no dedicated freelancer's union in the UK, there are several who are striving to better represent freelancers, including **The Association of Independent Professionals and the Self-Employed (IPSE)**. Many industry unions will also offer advice and support to freelancers who work in those industries. For instance, the **National Union of Journalists (NUJ)** does good work for freelance members; check out whether the union most relevant to your type of work does the same. Many general worker's unions are working hard to ensure they're including freelancers, so check out your local branch of groups like **Industrial Workers of the World (IWW)** or **Unite** - these will also have access to free legal advice, often in half-hour meetings. Unions are only successful when their members are active and engaged; if you join, you can be part of ensuring that freelancers are more broadly considered within worker's unions. We'll talk about this more in Chapter 5.

We also find this website of great help:

freelanceuk.com/legal/index.shtm

Summary

Key Takeaways

- 1 You are entitled to charge late payment fees AND interest if you're not paid within 30 days (with some exceptions).

- 2 If a client will not pay, you can pursue the payment through what's often known as 'small claims court'. There is a simplified process if the amount owed is under £5000.

- 3 If your copyright is infringed, you should be entitled to damages.

- 4 Reach out to professional bodies, unions or legal professionals if you feel your work has been stolen. Unions should be able to give you access to legal support to start you off.

5

Collective Organising

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There is nothing worse than feeling that you're alone in trying to protect yourself whilst doing your job. Most freelance creative practitioners work alone for at least a large part of their time, and while it's very easy to feel that the issues discussed in this guide are something you have to deal with on your own, this is far from the case.

For freelancers, just like for regular workers, there is a lot of power in collective action - and while there might be unique challenges to organising freelance workers, there are also more of us every year. So don't feel alone. Connect, engage and act for your rights.



Unions

Trade unions are groups of workers that come together to fight for better conditions, payment and treatment from employers, and better protections from the government. Generally, to be a member of a union you pay 'dues', or a monthly or annual fee that funds the work the union does.

It's difficult as a creative freelancer to know which, if any, union can represent your particular situation and organise around your needs. Some larger unions are starting to organise focused groups to address the needs of freelancers and, in some cases, artists in particular. By joining these unions and becoming engaged, you can help to shape how they approach these concerns. A larger union can also more effectively garner change, as they tend to have huge membership bases and, in some cases, political affiliations.



However, you might feel that it's more beneficial for you to join a union that already understands your working situation and your artistic life - even if that union is slightly smaller. A key benefit of joining an industry-specific union or professional body is gaining access to free legal advice through them, often including contract assessment and support, as this can be a gamechanger in the event that someone steals your work or does not pay you. If there's not a union specific to your creative work, there may be a professional body - an association or guild. These are less likely to help advocate for systemic change and tend towards networking and professional development, but they can be enormously helpful in terms of rates, contracts and networking.

Freelance / creative networks in Scotland

Creative Arts Business Network cabn.info

Creative Edinburgh creative-edinburgh.com

Creative Dundee creativedundee.com

Creative Entrepreneurs Club
creativeentrepreneursclub.co.uk

Creative Stirling creativestirling.org

Freelance Task Force freelancetaskforce.co.uk

XPO North xponorth.co.uk

Unions and professional bodies

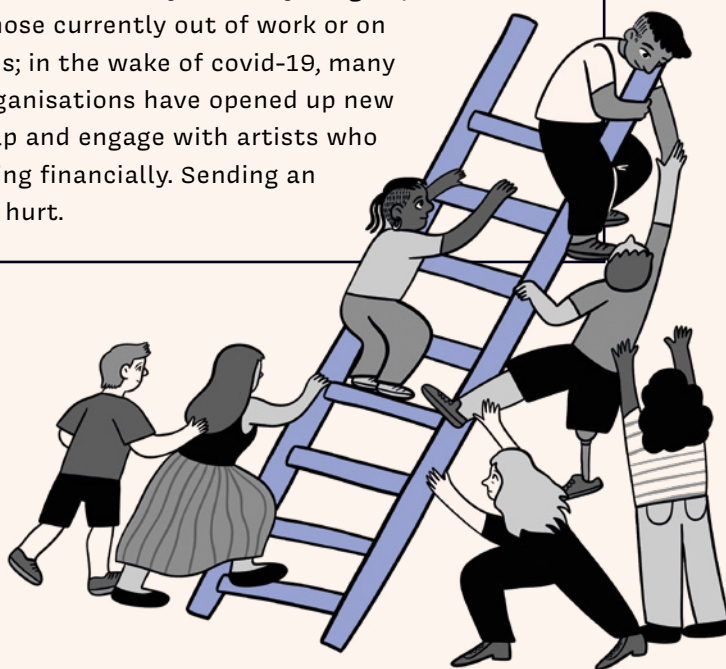
Here are some of the biggest trade unions and professional bodies representing creative workers in the UK. The organisations listed below all support freelance members.

FIELD	NAME	MEMBERSHIP	ANNUAL COST (2021)
Dance	Federation of Scottish Theatre		£80+VAT
Illustration	Association of Illustrators	2,500+	£170/78
Journalism	National Union of Journalists	38,000+	£300/216/180
Media / entertainment	BECTU	40,000+	£120 / %
Music	Musicians Union (UK)	30,000+	£228/132/20/1
Stage / Film	Equity (UK)	45,000+	By income
	Independent Theatre Council		£190+VAT
Photography	Association of Photographers	1000+	£396/30
Visual / Applied Art	Scottish Artists Union	1600+	£60/36
	Visual Artists Association		£110/20
Writing	Society of Authors	11,000+	£108/76
	Writer's Guild	2,600+	£198 / %

Another option is the Association of Independent Professionals and the Self-Employed (IPSE), which is the UK's largest organisation of freelance workers. Membership ranges between £90 and £325 per year, and while they will of course be more clued into the struggles you face as a freelancer, they do not focus on creative work. Check out the websites of all of the above and find which union might work for you.

The cost of union membership can be prohibitive; the rationale is that you're likely to earn much more per year with the weight of a union behind you, helping you to set your rates and write better contracts, but this isn't helpful if you don't have the money to outlay in the first place.

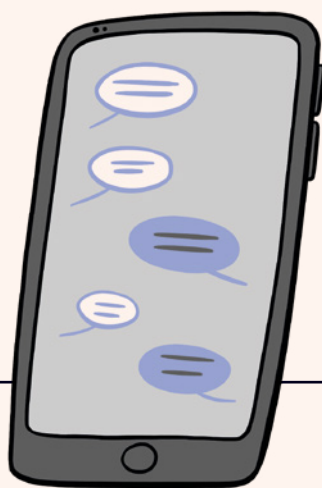
Some unions offer discounts for the first 6-12 months, and well as discounted membership for students, graduates, those in couples, etc. It's worth reaching out to them to ask if they have anything in place to assist those currently out of work or on low incomes; in the wake of covid-19, many creative organisations have opened up new ways to help and engage with artists who are struggling financially. Sending an email can't hurt.



Informal social media groups

It's the easiest thing in the world to create a Facebook group, private or otherwise, add a few peers in your industry and ask them to add anyone else who might want to share some knowledge and resources. These groups can be incredibly small and niche - you might be five working mother ceramicists in Inverness - or broad and fast-growing - perhaps thousands of creatives of colour across the whole of Scotland - but they will allow you to organise in a simple way, discussing rates, sharing resources and opportunities and talking about whatever systemic challenges you're facing. Keeping them private can help everyone to feel like they're able to speak honestly, but this also requires some group rules that everyone agrees to: no screenshots, for instance, and whatever is discussed is kept in the group. The bigger the group, the more rules you'll likely need, but don't let this put you off. No one person needs to be in charge; the group can decide as a collective.

Not everyone has a Facebook account, but these groups need not be on Facebook - they can be Whatsapp groups, or Signal groups, or even in Discord or Slack. You can meet once a month on Zoom just to check in and discuss what challenges you might help each other with - or perhaps, if you're local to each other, you can chat over coffee once every six weeks. Organising doesn't need to fit one particular model, and as creative freelancers we often need to reshape processes to fit our needs. However you do it, you'll soon find that there's great power in working together and sharing resources.



Peer-to-peer (Rate sharing, etc)

One of the easiest things you can do to help other freelancers is this: talk to your peers about money.

We're encouraged to keep silent about what we earn and it's often said to be 'distasteful' to talk about finances. However, this not only has the effect of making everyone in the creative industries feel like we are all in competition with each other, it also allows employers, events organisers, publishers and companies to pay people vastly different amounts of money - with the likelihood that marginalised people will be the ones receiving lower payment. A quick discussion with your friends around what each of you got paid for a project can bring back some shocking results!

On social media, campaigns like #publishingpaidme have encouraged writers to share their income from book deals in order to expose bias in the industry, and made visible the very real disparity in income received by similarly successful authors - with Black authors like Roxane Gay, NK Jemisin and Malorie Blackman earning far, far less than their white male peers. This is an uncomfortable process, and there are many reasons those from marginalised backgrounds may not wish to share their financial status. However, in doing so, we share information that allows us to better see our true value - and then lobby for pay that's more equal and fair.

Rate-sharing within an industry does not have to be done publicly. Building a network of peers will happen fairly organically over time; it's likely that you don't even think of them as your 'network', just your friends! A request for this kind of information can be as simple as saying 'Can anyone give me advice on what to charge for [X]', or I've been offered [this much] for a job, does this seem reasonable to you guys?' You can make it as radical or as natural as you and your peers feel comfortable with.

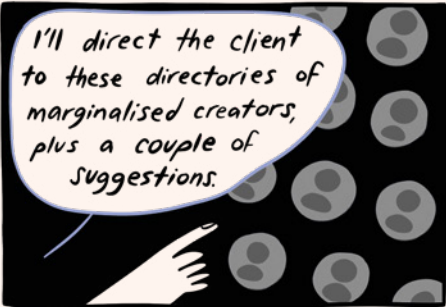
Parity and opportunity sharing

Organising in any environment requires solidarity; when you are organising around working conditions, even more so. Without the structure of a workplace, where pay grades might be clarified, it can be difficult to ensure fair payment across freelancers. If you are in a position of privilege amongst your peers (if you're white, able-bodied, cisgender, straight, etc), you can use your relative power to help raise the voices and concerns of those more marginalised, including around pay and opportunities.

As a creative practitioner, as you become more well known in your industry, and as your experience shows itself, you're likely to be offered more lucrative gigs, as well as being invited on panels, to events etc., to share your expertise and talk about your practice. As someone who has been in your particular creative field for a while, you should hopefully have the confidence to ask for a rate that fits your experience. However, one of the most important things you can do for your peers is to ask whether the other people speaking alongside you, or the other recipients of the commission, are all being paid the same as you.

It is good advice, when negotiating an event or project fee as a freelancer with a strong career, to ask for a higher fee than the one offered to you. In many cases, you'll find there is a higher budget; if not, then you lost nothing by asking. But are you also asking for parity with the other freelancers involved? If you ask for a higher fee, can you also ask that everyone appearing alongside you receives the renegotiated amount? Even if you aren't renegotiating your terms, it's good practice to ask whether everyone involved is receiving the same. This may be an uncomfortable question to put to an employer, but it is one of the few ways freelancers can ensure they pull each other upwards.

Another version of this is passing over opportunities in which creatives like you might already be overrepresented. If you're a white person being asked to speak at an event where everyone else is white, can you recommend a Black peer, or a creative of colour? If you're being asked to contribute to an exhibition where everyone else is from privileged backgrounds, might you know an artist who is from a marginalised group that you could recommend in your place? If you're being asked onto broadcast media to speak on an issue that doesn't directly affect you, can you give the producer the name and contact details of creatives who already organise around this topic, and would be keen to speak on an issue that affects them? Of course, as a freelancer and as a creative, you have to sustain your own career and you may never be in the position to pass over work or speaking engagements. However, some of us might find ourselves in a place where we can, and where we might affect real change. These situations may never arise, or once you've begun to look for them you might see that they're everywhere.



Recommended reading

While there are precious few books on freelancer organising (let alone organising as a creative freelancer!) there are a number of books that can provide insight into unionisation and collective power generally - as well as some on working as a freelancer, including (albeit brief) sections on your legal rights. Here are a few.

UNIONISING

A Collective Bargain: Unions, Organizing, and the Fight for Democracy
by Jane McAlevey

Marx at the Arcade: Consoles, Controllers, and Class Struggle
by Jamie Woodcock

Revolting Prostitutes: The Fight for Sex Workers' Rights
by Molly Smith and Juno Mac

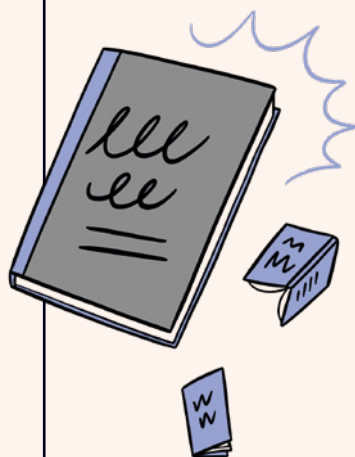
New Media Unions: Organizing Digital Journalists
by Nicole S. Cohen and Greig de Peuter

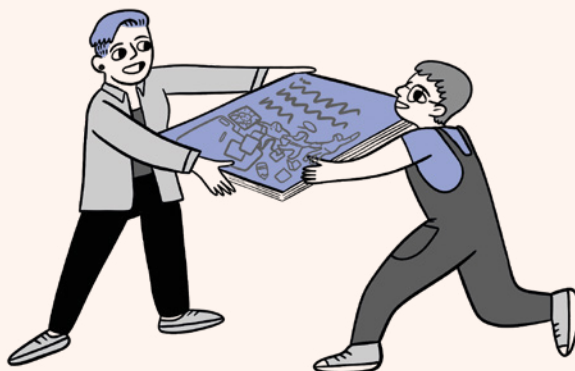
Work Won't Love You Back
by Sarah Jaffe

FREELANCING

The Pyjama Myth: The Freelance Writer's Survival Guide
by Sian Meades-Williams
(Out March 2022)

You're the Business: How to Build a Successful Career When You Strike Out Alone
by Anna Codrea-Rado





Share this document!

We've produced this guide in the spirit of solidarity; after years of freelancing in creative industries, we wanted to offer some information that we've found helpful, and add some that we wish we'd known before. Please share it with anyone who you think might be helped by its contents.

This should only be a starting platform for your own journey into understanding your rights and protections as a creative freelancer. Things change, new laws come into force, situations shift. It can feel like the world doesn't value creative work, but it does. You have value - as a worker, as an artist, as a person.

Summary

Key Takeaways

- 1 You are not alone as a creative freelancer.
Organise with your peers, or join a union.

- 2 Informal social media groups can help you to
share resources and support your community.

- 3 Sharing information about your rates and
your contracts can be hugely powerful.

- 4 Share this document!



Appendix

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Template Freelancer Agreement	

We know how intimidating it can be to come up with emails in which you stand up for yourself. It can be difficult to present yourself as professional when you're trying to advocate for your rights. In this section, we provide some templates to help you do just that in a variety of scenarios.

Feel free to use these email templates as they are, to use them as inspiration to write your own or to adapt the ones given. Your own words are powerful!

Appendix A

Late Payment legislation notice to add to invoices

Parts in **red** subject to change or dependent on invoice amount; please keep updated.

*Payment terms are 30 days. Please be aware that according to the Late Payment of Commercial Debts (Interest) Act 1998, freelancers are entitled to claim a **£40.00** late fee upon non-payment of debts after this time, at which point a new invoice will be submitted with the addition of this fee. If payment of the revised invoice is not received within a further 14 days, additional interest will be charged to the overdue account at a statutory rate of **8%** plus Bank of England base of **0.75%**, totalling **8.75%**. Parties cannot contract out of the Act's provisions.

Appendix B

Template response to emails offering work with no payment specified

Hello,

Thanks for reaching out and thinking of me for this project/gig/opportunity/role.

It certainly sounds like something I'd be interested in, schedules permitting.

Can you confirm what the fee/budget/payment would be, and [any further details you require]?

Looking forward to chatting further.

[NAME]

Appendix C

Template response to emails asking you to work for free

Hello,

Thanks for clarifying that this opportunity is unpaid.

Unfortunately, I won't be able to be involved this time. As a freelancer I have to prioritise paid work, and though I have a few hours for unpaid work per year, these go towards helping others in my community.

I'd be happy to send my rates through if a budget is found for this project.

Regards,

[NAME]

Appendix D

Template email for chasing payment

Hi there,

I hope you're well.

I just wanted to check in RE my invoice, dated **[insert date here]** as I don't seem to have received the payment yet. Is there anything you need from me to process this, or any information that seems to be incorrect?

Happy to rectify if I've missed anything.

Thanks,

[NAME]

Appendix E

Template email for second chasing payment + adding late fees

Hi there,

I'm emailing today regarding my invoice dated **[insert date here]**, which I also emailed you about on **[insert date of previous email here]**.

As the payment period has now exceeded the 30-day period mandated by the Late Payments of Commercial Debts Act, please find attached an updated invoice with late fees added. Please address this version when processing payment within the next 14 days. After this period interest will begin to accrue.

Regards,

[NAME]

Appendix F

Template email for third chasing payment + threatening escalation

Dear **[NAME]**,

I'm emailing today regarding my invoice dated **[insert date here]**, which I also emailed you about on **[insert date of previous email here]** and **[insert date of last email here]**.

It has now been **[insert number of days since payment due date]** since this invoice was due to be paid. The Late Payments of Commercial Debts Act states that late fees plus interest can be added after this point; on my last email I included an updated invoice including late fees. Please find attached a new invoice with the interest now added as well.

Interest will accrue at the rate of **[amount]** per day until this invoice is paid.

I would prefer not to have to take this issue through the small claims process in order to secure payment, so I look forward to receiving the full amount within seven days. If this does not happen, I will pursue payment through legal means.

Regards,

[NAME]

Appendix G

Template Freelancer Agreement

Must be personalised and completed before use.

Thanks to our legal consultant, we've also been able to provide a contract template, or 'freelancer agreement'. This is reasonably fit for use - however, it is only intended to be used as a template, **to be adapted by you to meet your individual requirements**. If you need qualified legal advice for your specific problem, or if your specific problem is too complex, please consult a suitably qualified Solicitor. The creators of this guide accept no liability as a result of the usage of any of the templates provided.

DATED DD/MM/YYYY

(1) <<Freelancer>>

(2) <<Client>>

FREELANCE AGREEMENT

THIS AGREEMENT is made the _____ day of _____

BETWEEN:

- (1) <<Name of Freelancer>> of <<insert Address>> (“the Freelancer”) and
- (2) <<Name of Client>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> (“the Client”)

WHEREAS:

- (1) At all material times the Freelancer is engaged in the business of providing *** services to business clients.
- (2) At all material times the Client is engaged in the business of <<insert description>> and wishes to acquire the services of the Freelancer.
- (3) The Freelancer hereby agrees to provide their services to the Client subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day” means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;

“Confidential Information” means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“Fee” means the consideration payable to the Freelancer for the Work as defined in Clause 5;

“Intellectual Property Rights” means

- (a) any and all rights in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions;
- (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);
- (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and
- (d) the right to sue for past infringements of any of the foregoing rights;

“Work” means the work to be undertaken by the Freelancer as defined in Schedule 1;

“[Licence Term]” [means the duration of the licence to use the Work granted under Clause 6 as defined in Schedule 1;]

“Purpose” means the purpose(s) for which the Work is commissioned and may be used, as defined in Schedule 1; and

“Consultant” means any [self-employed] person [or person employed by the Freelancer] who in any case is nominated and engaged on the Work by the Freelancer (either a person whose name is set out in Schedule 1 or any other person(s), being someone with suitable skill and experience).

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.21 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.22 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.23 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

1.24 a Schedule is a schedule to this Agreement;

1.25 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and

1.26 a “Party” or the “Parties” refers to the parties to this Agreement.

- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Engagement of the Freelancer

- 2.1 The Client hereby engages the Freelancer to provide the Work and such other services as the Client and the Freelancer may agree upon from time to time during the term of this Agreement.
- 2.2 The Freelancer shall complete the Work by <<insert date>> ("the Completion Date").
- 2.3 Prior to the Completion Date, the Freelancer shall use reasonable endeavours to comply with the following milestone dates:
 - 2.34 **** shall be presented to the Client for selection and/or approval by <<insert date>>; [and]
 - 2.35 <<insert additional milestones as required>>.
- 2.4 Whether or not the Freelancer or a Consultant carries out all or any of the Work, the Freelancer shall be responsible for the quality of the Work and shall ensure that all work is performed with reasonable care and, without limitation, is wholly responsible for ensuring that he and any Consultant(s) performing all or any part of the Work shall do so competently and with reasonable care.
- 2.5 The Freelancer shall be responsible for the rectification of any unsatisfactory work at their own expense.

3. Nature of Engagement

- 3.1 The Freelancer shall at all times be an independent contractor and the Freelancer's Work activities and working methods and those of any Consultant(s) engaged by him on the Work shall at all times be exclusively for the Freelancer to determine, supervise, direct and control. The Client shall not seek to supervise, direct or control the Freelancer or any Consultants in the provision of the Work nor shall the Client have any right to do so.
- 3.2 Subject to the provisions of sub-Clause 2.3, the Freelancer shall at all times be exclusively responsible for organising and entitled to organize, where, when, how and in what order the Work is done but shall liaise with the Client (or the Client's representative) to ensure that due account is taken of the impact of the timing of the Work to be performed upon the activities of the Client and any other contractors, consultants and similar third parties also engaged by the Client.
- 3.3 The engagement under this Agreement is mutually non-exclusive that is to say that at any time the Freelancer and any Consultant can provide to other clients services which are the same as or similar to the Work and the Client can engage other contractors to provide it with services which are the same as or similar to the Work.
- 3.4 The Freelancer in his complete discretion on one or more occasions may substitute any Consultant for himself or for any other Consultant engaged on the Work or may engage any additional Consultant provided that any Consultant chosen by the Freelancer has the requisite skills and experience to perform the Work. The Freelancer shall use all reasonable endeavours to avoid or minimise such changes or additions and to consult with the Client beforehand about any such proposed change in engagement of persons carrying out the Work. However, the Freelancer shall in any event provide such a substitute or addition where the provision of the Work is unduly delayed by absence due to incapacity or for any

other reason upon notification by the Client (or the Client's representative) that a delay is unacceptable or where it is otherwise necessary to provide such a substitute or addition. The Client shall only be entitled to refuse to accept any Consultant if in its reasonable opinion they are not suitable due to lack of skills, or experience.

- 3.5 Any act or omission of any Consultant shall, for the purposes of this Agreement, be deemed to be an act or omission of the Freelancer.
- 3.6 Whenever possible and practicable, the Freelancer shall use their own equipment, materials and resources to carry out the Work.
- 3.7 The Freelancer is not obliged to make its services available except for the performance of its obligations under this Agreement. The engagement and appointment of the Freelancer under this Agreement to provide the Work does not create any mutual obligations on the part of the Client or the Freelancer to offer or accept any further contract, engagement or services. No continuing relationship shall hereby be created or implied.

4. Self-Employment Status of the Freelancer

- 4.1 The Freelancer shall at all times be an independent contractor and shall have the status of a self-employed person and shall be responsible for all income tax and national insurance contributions or similar taxes or contributions in respect of the consideration payable under this Agreement.
- 4.2 The Freelancer hereby agrees to indemnify the Client in respect of any claims that may be made by the relevant authorities against the Client in respect of income tax or national insurance contributions or similar taxes or contributions, including interest and penalties, relating to the Work (carried out by him or any Consultant) undertaken by the Freelancer under this Agreement.

- 4.3 The Freelancer shall be responsible for all of their expenses and value added tax.
- 4.4 Nothing in this Agreement shall be deemed to create any partnership, joint venture agency or employment relationship between the Parties or any employment relationship between any Consultant and [either] the Client [or the Freelancer] or employment relationships between the Parties.

5. Fee

- 5.1 [In consideration of the Work the Client shall pay to the Freelancer the Fee of £<<insert sum>> [as set out in the Freelancer's quotation dated <<insert date>>].]

OR

[In consideration of the Work the Client shall pay to the Freelancer the Fee which shall comprise an hourly rate of £<<insert sum>> [as set out in the Freelancer's quotation dated <<insert date>>].]

- 5.2 Upon termination of this Agreement (Clause 10), the Freelancer shall immediately provide Client with any and all work in progress or completed prior to the termination date. The Client shall pay the Freelancer an equitable amount as determined by Client for the partially completed work in progress and the agreed to price for the completed Services provided and accepted prior to the date of termination
- 5.3 All payments made under this Agreement shall be expressly exclusive of any value added tax chargeable thereon.
- 5.4 No further payment shall be made to the Freelancer for the Work over and above the entitlement set out in sub-Clause 5.1 and, without limitation, no payment shall be made to the Freelancer in respect of any expenses incurred by the Freelancer in completing the Work. The Client shall not make any payment to any Consultant in respect of the Work.

6. The Work and Intellectual Property

- 6.1 Upon receipt in full by the Freelancer of the Fee due under Clause 5, the copyright and any and all other Intellectual Property Rights subsisting in the Work shall be licenced to the Client strictly for the Purpose described in Schedule 1 [for the Licence Term set out in Schedule 1] OR [for the full duration of copyright and any and all other Intellectual Property Rights].
- 6.2 Use of the Work outside of the Purpose described in Schedule 1 may not take place without the express written consent of the Freelancer, such consent generally to be contingent upon the agreement and payment of further consideration by the Client.
- 6.3 The rights licensed to the Client under sub-Clause 6.1 are personal to the Client and may not be assigned, licensed, loaned or otherwise transferred to any third parties save for the purposes of the Client's bona fide exercise of those rights (including, but not limited to, the transfer of the Work to Freelancers, printers and website developers).

7. Warranties and Indemnity

- 7.1 The Freelancer, and any Consultant(s) engaged by the Freelancer (whether or not named in Schedule 1) shall have the requisite skill and experience to carry out the Work.
- 7.2 The Freelancer shall use all commercially reasonable endeavours to ensure that the Work is original to the Freelancer and shall not infringe any copyright, other Intellectual Property Rights, moral rights, rights of privacy, rights of publicity or any other rights whatsoever of any person.
- 7.3 The Freelancer hereby warrants that copyright in the Work shall, throughout the full period of copyright protection be valid and subsisting pursuant to the laws of the United Kingdom [and the provisions of the Berne Convention and/or the Universal Copyright Convention].

- 7.4 The Freelancer shall not assign, licence, transfer, encumber or otherwise dispose of any rights of copyright or any other rights in or to the Work except pursuant to this Agreement, and shall not enter into any agreement or arrangement which might conflict with the Client's rights under this Agreement or might interfere with the Freelancer's performance of his obligations under this Agreement.
- 7.5 Subject to the provisions of sub-Clause 7.7, in the event of any actions, proceedings, claims, demands or costs (including, without prejudice to the generality of this provision, the legal costs of the Client on a solicitor and own-client basis) against the Client on the grounds that the Freelancer's provision of the Work or the Client's use and/or possession of the Work in accordance with this Agreement constitutes the infringement of any Intellectual Property Rights belonging to a third party, the Freelancer shall indemnify the Client from and against the same.
- 7.6 Subject to the provisions of sub-Clause 7.7, in the event of any actions, proceedings, claims, demands or costs (including, without prejudice to the generality of this provision, the legal costs of the Freelancer on a solicitor and own-client basis) against the Freelancer on the grounds that the Freelancer's use or possession of any materials provided to it by the Client for the purposes of providing the Work in accordance with this Agreement constitutes the infringement of any Intellectual Property Rights belonging to a third party, the Client shall indemnify the Freelancer from and against the same.
- 7.7 The indemnities set out in sub-Clauses 7.5 and 7.6 shall apply only if the indemnified Party:
- 7.71 notifies the indemnifying Party immediately in writing upon becoming aware of any such action, proceeding, claim, demand or costs;
 - 7.72 makes no admissions or any settlements without the indemnifying Party's prior written consent;

- 7.73 makes all relevant information available to the indemnifying Party upon request;
- 7.74 provides all reasonable assistance to the indemnifying Party upon request; and
- 7.75 allows the indemnifying Party complete control over any relevant litigation and/or settlement.

8. Liability

- 8.1 This Clause 8 sets out the entire financial liability of the Parties to each other for any breach of this Agreement; any use made by the Client of the Work; and any representation, statement, or tortious act or omission (including, but not limited to, negligence and breach of statutory duty) arising out of or in connection with this Agreement.
- 8.2 Subject to sub-Clause 8.3, neither Party shall be liable to the other, whether in contract, tort (including negligence), restitution, or for breach of statutory duty or misrepresentation for any loss of profit, loss of goodwill, loss of business opportunity, loss of anticipated saving or any special, indirect or consequential damage or loss that may be suffered by the other Party that arises out of or in connection with this Agreement.
- 8.3 Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, for deliberate or wilful misconduct, or for death or personal injury.
- 8.4 Nothing in this Agreement shall exclude or limit the liability of either Party under or in respect of any of the indemnity provisions of Clause 7.
- 8.5 Without prejudice to Clause 7 or to sub-Clauses 8.2, or 8.3, the total liability of either Party arising out of or in connection with this Agreement (whether in contract, tort (including negligence), restitution, for breach of statutory

duty or misrepresentation or otherwise) shall be limited to 100% of the Fee paid or payable by the Client under this Agreement, or the sum of £<<insert sum>>, whichever is the greater.

9. Confidentiality

9.1 Both Parties undertake that, except as provided by sub-Clause 9.2 or as authorised in writing by the other Party, they shall at all times during the continuance of this Agreement and [for <<insert period>>] after its termination:

9.11 keep confidential all Confidential Information;

9.12 not disclose any Confidential Information to any other party;

9.13 not use any Confidential Information for any purpose other than as contemplated by this Agreement;

9.14 not make any copies of, record in any way or part with possession of any Confidential Information; and

9.15 ensure that (as applicable) none of its directors, officers, employees, Consultants, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of this Clause 9.

9.2 Subject to sub-Clause 9.3, either Party may disclose any Confidential Information to:

9.21 any Consultant(s) engaged on the Work;

9.22 any of their sub-contractors, substitutes, or suppliers;

9.23 any governmental or other authority or regulatory body;
or

9.24 any of their employees or officers or those of any party described in sub-Clauses 9.2.1, 9.2.2 or 9.2.3.

- 9.3 Disclosure under sub-Clause 9.2 may be made only to the extent that is necessary for the purposes contemplated by this Agreement, or as required by law. In each case the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 9.2.3 or is an authorised employee or officer of such a body, the disclosing Party must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 9.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.
- 9.5 When using or disclosing Confidential Information under sub-Clause 9.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.
- 9.6 The provisions of this Clause 9 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

10. Termination

- 10.1 Either Party may terminate this Agreement at any time by providing 1 months notice and without giving any reason for such termination.
- 10.2 Without prejudice to the generality of sub-Clause 10.1, this Agreement shall terminate, notwithstanding any other rights and remedies the Parties may have, in the following circumstances:

10.21 either Party fails to comply with the terms and obligations of this Agreement and such failure, if capable of remedy, is not remedied within <<insert period>> of written notice of such failure from the other Party; or

10.22 either Party goes into bankruptcy or liquidation – either voluntary or compulsory – save for the purposes of bona fide corporate reconstruction or amalgamation, or if a receiver is appointed over the whole or any part of that Party's assets.

10.3 The termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the Parties under this Agreement.

11. Personal Information (Data Protection)

The Freelancer will only use the Client's personal information as set out in the Freelancer's <<insert document name, e.g. Privacy Notice>> available from <<insert location(s)>>.

12. Force Majeure

12.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party ("Force Majeure"). Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other similar or dissimilar event or circumstance that is beyond the control of the Party in question.

12.2 [In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of Force Majeure for a continuous period of <<insert period>>, the other Party may at its discretion terminate this Agreement by written notice

at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all work completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.]

13. Nature of the Agreement

- 13.1 Subject to the provisions of Clause 3.4 entitling the Freelancer to perform obligations through a Consultant, this Agreement is personal to the Parties and neither Party may assign, mortgage, or charge (otherwise than by floating charge) [or sub-license] any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld.
- 13.2 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 13.3 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 13.4 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14. Severance

The Parties agree that, if one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

15. Notices

15.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

15.2 Notices shall be deemed to have been duly given:

15.21 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

15.22 when sent, if transmitted by e-mail and a return receipt is generated; or

15.23 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

In each case notices shall be addressed to the most recent address or e-mail address notified to the other Party.

16. Alternative Dispute Resolution

16.1 Any dispute or difference arising between the Parties relating to this Agreement or its subject matter shall be referred to a single arbitrator to be agreed upon by the Parties or, failing such agreement, to be appointed by the then President of the Law Society, such arbitrator to have all of the powers conferred upon arbitrators by the laws of Scotland.

16.2 The Parties hereby agree that the decision of the Arbitrator shall [not] be final and binding on both Parties.

17. Law and Jurisdiction

- 17.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Scotland.
- 17.2 Subject to the provisions of Clause 16, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Scotland.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

<hr/>	<hr/>
SIGNED by	In the presence of
<u><<Freelancer's Name>></u>	<u><<Name & Address of Witness>></u>
 <hr/>	 <hr/>
<u><<Name and Title of person signing for the Client>></u> for and on behalf of	In the presence of
<u><<Client's Name>></u>	<u><<Name & Address of Witness>></u>

Glossary

In this guide, and in your life as a creative freelancer, you'll come across some terms that you might not have come across before.

Here we'll explain, briefly, what they mean, just so there's no confusion.

Cash basis accounting

One of the two types of accounting you can use for your self-assessment tax return, and the one that most freelancers should use. This means that you log income as you receive it, rather than when you invoice for it.

Contract

A legally binding agreement that defines and governs the rights and duties between or among its parties.

Copyright

A type of intellectual property protection that allows an artist to stop others reproducing their work.

Expenses

Costs that you incur in the process of running your freelance business.

Financial year / tax year

The period from April 6th to April 5th of the following year.

Freelancer

Someone who manages their own time, works on short-term contracts or projects for a variety of different clients, and who will work from home or in a rented office. Can also be called contractors or independent workers.

GDPR

The General Data Protection Regulation; a piece of EU legislation brought in to protect consumers' privacy and personal data. This was brought into UK law by the Data Protection Act 2018.

HMRC

Her Majesty's Revenue and Customs; the UK government agency that collects tax and deals with National Insurance Contributions (NICs).

Income Tax

The tax that workers must pay on everything they earn over a certain amount. This must be paid to HMRC.

Inflation

A rise in the general price level of an economy over a set period of time. While it changes often, currently the rate of inflation is between 0.1% and 3%, though famously in 1975 it reached 24.21%.

Intellectual property

Something you create with your mind; artistic works, stories, inventions, etc. Types of protection for intellectual property include copyright, trade marks, patents and designs.

ISA

An Individual Savings Account; a type of account that lets you save (and earn interest on your savings) tax-free. At the time of writing, in the UK, you're allowed to save up to £20,000 per year into ISAs.

Kill fees

Payments agreed upon, in the event that a project is 'killed' (or cancelled) before its completion. Kill fees are intended to ensure that workers don't lose out on payment for the work they have already completed up to the point of cancellation.

Letter of engagement

A written confirmation of what has been agreed between two parties. For example, a freelancer and a client.

NICs

National Insurance Contributions. National Insurance is the social security system into which workers in the UK pay a portion of their wages (but only when they are earning over the lower threshold). This entitles them to benefits such as bereavement benefit, statutory sick pay and, when they reach the pension age, a state pension.

Payments on account

Tax payments made twice a year by self-employed workers to HMRC, to cover their upcoming year's tax bill. Payments on account are calculated by your previous tax return; HMRC will assume your earnings will be the same the following year, and charge you the amount you will owe in two payments, due on Jan 31st and July 31st. You will be moved to a Payments on account model when your tax bill first exceeds £1000.

Pension

A pension is a fund that you pay into while you're working, so that you can draw payments from it when you're over the age of retirement. A state pension is the one that the government arranges and manages for you; it also has control over when you receive your money, and how much you get. A private pension is one arranged by yourself, usually through a financial management company.

Rates

The amount charged, usually by the hour, day or another set period, for freelance work.

Real-terms

When used in a financial or economic context, this means the value of something that has been adjusted to account for inflation, or the general price rise in an economy over a period of time. If you earn £20,000 one year and £20,000 the next year, even though this is the same amount of money, the price of living will have risen (with inflation), thus things are more expensive and that same amount of money will buy you less in the second year. This is known as a 'real-terms' pay cut.

Self-assessment tax return

The process by which freelancers (sole traders) let HMRC know how much tax they owe. Through a relatively simple online process, you enter your earnings, expenses, other investments etc and HMRC will work out how much tax and national insurance you owe. This has to be done for the previous financial year, and the tax paid, by Jan 31st each year.

Self-employed

People who work for themselves under their own name (or a company name) and don't work for a full time employer. In HMRC terms, a sole trader.

Sole trader

A person who works for and by themselves, under their own name, who submits a self-assessment tax return at the end of each tax year.

VAT

Value-added tax; a tax you are required to pass on to your customers if you sell goods or services and earn over £85,000 per year. Similar to a sales tax, and known as GST (goods and services tax) in some countries. In the UK, the current standard VAT rate is 20%.

About Us



Heather Parry is a Glasgow-based writer and editor. Her short fiction has appeared internationally in numerous magazines and books. She is the editorial director of *Extra Teeth*, a Scottish literary magazine and co-presents the podcast *Teenage Scream* with Kirsty Logan. She also organises for creative freelancers with the IWW.



Maria Stoian is an illustrator and comics artist based in Edinburgh, where she also teaches at the Edinburgh College of Art. She is the author of the award-winning graphic novel *Take it as a Compliment*. Her work has appeared in *The New Yorker*, *The Nib* and anthologies such as *Drawing Power*.

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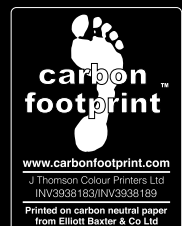
A digital version of this document is also available to read online.
Find it at: www.creativescotland.com/illustrated-freelancers-guide

With thanks to **Senscot Legal**
for their invaluable assistance.



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Creative Scotland





What groups
help support
my rights?

The ILLUSTRATED FREELANCER'S GUIDE

A practical guide to the business of
freelancing, and to the working rights of
freelancers in the creative industries – with
illustrations to help digest the information.

This Scotland-focused guide is broadly
applicable to freelancers in the wider UK.
With the information here, you'll be able
to avoid some of the pitfalls of freelancing
in our social environment as it stands now,
and help you to understand what your
rights are, so you can live a happy, well
balanced and properly remunerated life
as a creative freelancer.

What do I do
when someone's
stolen my work?



What if a client
pays me late?

How the
%*\$\$^@?!
do I deal
with TAX?

