

Ref No: FM 2023-02	Title: Artist Payments	
Date Issued: 01/07/2023	Review Date: 2026	Source Ref : Arts Council/Best Practice

Policy:

Galway Community Circus commits to improving the working and living conditions of artists and arts workers and to treating them fairly and respectfully. We work towards an environment in which circus professionals from diverse backgrounds can have meaningful and sustainable careers in Galway.

We commit to paying artists/arts workers properly and promptly in line with the Arts Council's Pay the Artist policy and to equality of pay across genders and ages. Artist pay rates are set following industry norms and best practice within the circus arts education sector in Ireland and are regularly reviewed. We ring-fence artist fees in budgets to protect against overruns.

We commit to transparency on pay and working conditions and to open communications so that clarity, understanding and agreement is at the forefront of any artistic engagement.

Objective:

To establish the responsibilities, commitments, controls, and procedures put in place by GCC for the accurate, fair, and timely payment of invoices and wages to contracted/employed Artists/arts workers within GCC that is in line with Arts Council Paying the Artist Policy.

Scope:

The policy can be applied to most engagements of artists and arts workers. These principles cover all potential forms of artists'/arts workers earnings including pay, salary, wages, fees, allowances, benefits, and non-cash incentives, as well as income derived from rights or royalties. They also account for professional artists'/arts workers time, input, expertise, and status, and reflect the value created by their engagement.

Procedures:

1. All invoices must be approved per the Expenditure Authorisation Levels policy.
2. Payments will be made no later than the 4th of each calendar month on receipt of a submitted electronic invoice no later than one week prior to the end of the previous month. Late invoices can lead to payments being delayed until the following month. All project payment schedules are agreed with the Artist/art worker on the development of a contract for a specific role/project.
3. All payments for Commissioned or requested work are made within 30 days of receipt of an invoice that can be emailed with the submission of commissioned or requested work.
4. GCC will pay all invoices by bank transfer via AIB online banking.
5. Tax, social-security benefits/obligations are as follows:
 - *Employment contract* - An artist/art worker in full time employment with GCC is entitled to 20 days of annual leave, bank holidays and TOIL for any days worked outside their contracted scheduled days. PAYE, PRSI (EE) and Universal Social Charge (where applicable) are deducted through payroll.

Financial Policy & Procedures

All information on tax and credits are made available to the artist through receipt of a monthly payslip.

- *Contract for services* - An artist/art worker that is contracted for services is responsible for their own tax and social charges. The invoice submitted to GCC for payment must have the Artist's tax PPS number unless the Artist is trading as a company. If the Artist cannot provide this, the Circus will be obliged to deduct tax and social charges per Revenue Commissioners guidelines.

6. Equality in Artist/Art Worker Payments

GCC commits to pay Artists/arts workers equally where appropriate across all gender & ages and to treat all artists/arts workers fairly & respectfully. Also, it commits to the justification of any differences that may arise due to experience and expertise. This must be justified through a material factor:

- be a genuine reason for the difference in pay.
- be significant and relevant.
- explain the pay difference with 'particularity' - this means GCC must be able to show how each factor was assessed and how it applied within the specific case.
- not be tainted by direct or indirect gender discrimination.

7. Contracts and protection of Artist/Art Worker Fees

Artists/arts workers fees are protected within overall budgets of the organisation. Individual freelance and employment contracts are drawn up to engage the services of an artist/art worker within the organisation prior to any engagement taking place. GCC openly communicates with Artists/arts workers in this area so that clarity, understanding and agreement is at the forefront of any artistic engagement. These contracts clearly state:

- o All proposed engagement of said Artist/art worker
- o Remuneration for planning, organisation, and delivery
- o Schedules and Deadlines
- o Company Policies and Procedures
- o Confidentiality
- o Welfare and Child Protection
- o Garda Vetting
- o Insurance
- o Cancellation
- o Photo and Video permissions
- o Communication with Clients
- o Feedback

8. Copyright

Freelance/Commissioned Artist/Art Worker: GCC openly acknowledges a freelance Artists/Arts Workers right to their own intellectual property. Where work is to be commissioned, GCC commits to working closely with the artist/art worker to agree on all aspects of the use of work after creation.

The act of contract for work and payment does not convey any rights or ownership to the organisation. Any commissioning fee pays for the artist's services only. Ownership of the underlying work, including all rights, remains with the artist.

Financial Policy & Procedures

Employed Artist: If an employee is paid to create something for GCC this output remains the property of the organisation. GCC will always be open to the Artists in using the work as a reference for their own professional development and allow full use after the organisation has completed the project/engagement that said work was created for.

In Galway Community Circus Classes, Tutors follow GCC’s methodology, all abbreviations and alterations of Galway Community Circus pedagogy practices remain the intellectual property of GCC.

9. Benefits

- Travel & accommodation & expenses: All travel and accommodation expenses incurred from working with GCC are covered by the organisation unless otherwise clearly stated in the contract that expenses are covered by the artist/art worker as part of their total fee.
- Daily training space: Galway Community Circus provides all its core staff (freelance and employees) access to a training space and equipment free of charge, subject to GCC insurance restrictions and access to professional development programmes following GCC’s training policy.
- Employee Assistant Programme (EAP): GCC provides all its core staff (freelance and employees) access to an Employee Assistant Programme (EAP) free of charge. This programme offers a variety of support avenues on a multitude of topics.

10. Cancellation Policy

The terms for the cancellation by GCC of workshops and classes is as follows:

- 7 days’ notice of cancellation, The Circus will make no payment
- 84 hours’ notice of cancellation, The Circus will make a 25% payment
- 48 hours’ notice of cancellation, The Circus will make a 50% payment
- 24 hours’ notice of cancellation, The Circus will make 100% payment

The terms for the cancellation by The Artist to teach workshops and classes is as follows:

- If the Artist cancels agreed cooperation on notice shorter than 48 hours the Circus will ask them to pay for any investments made e.g., accommodation, bus tickets etc.

Board Approval Date:

13/06/2023

Signature Chair of Board:

