



## Encore musician cancellation policy

### **What happens if a customer cancels my booking?**

Encore is fully committed to fair pay for musicians. Our cancellation policy aims to ensure fair recompense in the event of a customer cancelling a booking, which reflects the time involved in organising the booking and the decreasing probability of being able to find alternative work at short notice.

This document explains our cancellation policy, which forms a part of the contract for all bookings made through Encore. For all cancellations, the portion of your fee you are entitled to retain will depend on: **(i) when the customer booked**, and **(ii) how long before the event date they cancel**.

### **Refunds summary**

#### **If you were booked more than 4 weeks (28 days) before the event:**

If the customer cancels more than 4 weeks before the event, you'll retain the 10% deposit.

If the customer cancels within 4 weeks of the event, you'll receive 60% of the Performance Fee (including the 10% deposit).

#### **If you were booked within 4 weeks (28 days) inclusive of the event date:**

If the customer cancels more than 2 weeks before the event, you'll receive 10% of the Performance Fee.

If the customer cancels within 2 weeks of the event, you'll receive 40% of the Performance Fee.

## General notes

**Free cancellations:** A customer can cancel within 48 hours of making a booking and receive a full refund, with no deposit due to you. The following exceptions apply:

- If the cancellation is within 48 hours of the event start time, you will receive 30% of the Performance Fee.
- If the booking is being paid via an Encore Pay bank transfer, the customer will have a total of 5 working days to make their deposit payment from the date you accept the booking. During this window, no fee will be due in the case of non-payment / cancellation.

**Short notice cancellations:** You will retain the full fee for cancellations made within 48 hours of the event start time, except if the booking was made within the 48 hours prior to cancellation (see above), or in force majeure cases (see below).

**Travel expenses:** Travel expenses will be refunded to a customer in full, except in the case where either (a) the cancellation is within 48 hours of the event start time, or (b) you have proof of pre-paid travel expenses which are non-refundable. For this reason, **we strongly recommend retaining all receipts for travel expenses paid.** These scenarios will be handled on a case-by-case basis. Any travel expenses paid by special arrangement outside the standard payment schedule will also be handled on a case-by-case basis. All other aspects of this cancellation policy relate solely to the Performance Fee.

**Bank transfer / cash payments:** Payments made by any method other than through the Encore platform (“Encore Pay”) will not be covered by this cancellation policy. You will be informed when accepting a booking if this is the case. Encore Pay is used whenever a customer pays by card, and is sometimes available for bank transfer payments (in such cases, the payment will appear as normal on the platform and be automatically paid into your chosen account). Any other bank transfer payment or cash payment organised directly with the customer is deemed to fall outside Encore Pay, and not covered by this policy. Refunds in these cases must be handled directly with the customer, and Encore is unable to enforce any agreement made for a payment outside of this policy.

## Examples

*John is booked for £200 at 7pm on 1st July 2021 to perform for an event in September 2021. At 2pm on 3rd July 2021, the customer cancels their booking.*

*Since the cancellation is within 48 hours of booking, and the event is over 48 hours away, the customer is refunded the full £200.*

*On 16th September 2021, a customer cancels their £200 booking for Lucy for 1st December 2021. The event was both booked and cancelled more than 4 weeks in advance, so Lucy retains her deposit of £20.*

*Amy is booked for 1st December 2021, but the customer cancels their £200 booking the week before, on 25th November. The booking was originally made in July, so Amy receives £120 (60%) of the Performance Fee.*

## Exceptions

In instances where a performance cannot take place due to a “Force Majeure Event”, this agreement will be null and void. A Force Majeure Event, under Encore’s terms, occurs where a party is unable to comply with its obligations for reasons out of its control including natural disasters, severe weather conditions, government actions, war, terrorism, riots, strikes, death and acts of God. Under such circumstances, we will endeavour to assist in the resolution of any payment disputes, but will be unable to enforce the transfer of funds between parties.

### **COVID-19 Bookings**

If your booking was made after 10th July 2020, see Appendix 2.

## Frequently asked questions

### **How are cancellation timings calculated?**

Cancellation timings use exact times across calendar days, except where “working days” is specified. For example, “within 2 weeks” of 7:00pm 1st September 2021 shall be all times up to and including 6:59pm 15th September 2021.

The booking time is the time at which the customer completed the checkout process and Encore sent a “Booking request” notification (via email or SMS). The cancellation time used will be the earliest point at which Encore was notified of the cancellation.

### **What if I was paid directly via cash or bank transfer?**

Since these bookings are not covered by our cancellation policy (with the exception of Encore Pay bank transfers), we strongly recommend using your own cancellation policy and communicating this clearly to the customer as soon as possible. For cancellations in these scenarios, Encore will be unable to enforce any particular terms, since payment has been facilitated outside our system.

### **What if the customer changes the time, date or location of my booking?**

If the customer needs to reschedule or relocate your booking, and you are unable to perform at the new time or place, this will be treated as a cancellation of the original booking agreement and the Cancellation Policy will apply as normal.

This document is subject to change.

An up-to-date version will remain available at :

<https://encoremusicians.com/docs/cancellation-policy.pdf>

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The logo for Encore, featuring the word "Encore" in a green, sans-serif font. The letter 'n' is stylized with a vertical line through it, and the letter 'e' has a small dot above it.

## Appendix 1: Retained fee calculations

Note: values shown are percentages of the Performance Fee, and have the Encore service fee deducted. For instance, 80% is equivalent to the entire take-home earnings on a booking.

Fee retained		Notice period				
		More than 4 weeks	Less than 4 weeks	More than 2 weeks	Less than 2 weeks	Less than 48 hours
Contract duration	More than 4 weeks	10% (Deposit retained)	60%	-	-	80%
	Less than 4 weeks	-	-	10% (Deposit retained)	40%	80%
	Less than 48 hours	0%	0%	0%	0%	30%

In the case of a Force Majeure cancellation, bookings are handled on a case-by-case basis, and we will do all we can to ensure that you are able to retain your 10% deposit.

## **Appendix 2: 2020/21 COVID-19 Flexible Booking Terms**

### **Bookings made between 10th July and 13th October 2020**

If a client needs to rearrange their event and you aren't available on the new date, you will keep your 50% of your deposit and return 50% to the customer via Encore. The client will still receive 100% credit from us to use towards their new booking. We foot the difference so you can keep 50% of the deposit.

### **Bookings made on or after 13th October 2020**

In the instance where the event you are booked for falls under one of the following criteria and in line with CMA guidelines, we will require a refund of your 10% deposit to the customer:

1. Government enforced restrictions mean the event cannot legally take place.
2. Government enforced restrictions legally prohibit you from performing at the event.
3. The customer or somebody they have been in recent contact with contract COVID-19\*
4. Government enforced restrictions legally prohibit travel to your event location.

\*we require proof via test result or track & trace instruction from the customer

We are currently offering full refunds to these customers and will be refunding our own commission as well.