



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 15% deposit.

If the customer cancels within 4 weeks of the event, you'll receive 60% of the Performance Fee (including the 15% 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 15% 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. The only exception is if the cancellation is within 48 hours of the event start time, in which case you will receive 30% of the Performance Fee.

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 card through the Encore platform ("Encore Pay") will not be covered by this cancellation 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 2018 to perform for an event in September 2018. At 2pm on 3rd July 2018, 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 2018, a customer cancels their £200 booking for Lucy for 1st December 2018. The event was both booked and cancelled more than 4 weeks in advance, so Lucy retains her deposit of £30.

Amy is booked for 1st December 2018, 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.

Frequently asked questions

How are cancellation timings calculated?

All cancellation timings use exact times across all calendar days. For example, “within 2 weeks” of 7:00pm 1st September 2018 shall be all times up to and including 6:59pm 15th September 2018.

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 via bank transfer?

Since these bookings are not covered by our cancellation policy, 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 I 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/client-cancellation-policy.pdf>

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Encore

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	15% (Deposit retained)	60%	-	-	80%
	Less than 4 weeks	-	-	15% (Deposit retained)	40%	80%
	Less than 48 hours	0%	0%	0%	0%	50%