

# Musician booking terms

Last updated 18/08/2024

## Cancellation policy

[\(Cancellation policy for bookings before 1 Oct 2018\)](#)

## Definitions

**"Artist"** - a Musician or Group which has been booked for a gig through Encore.

**"Event"** - the period of time when the Artist performs the Booking.

**"Net fee"** - refers to the amount paid to an Artist after a gig inclusive of all performance fees and expenses.

**"Total quote"** - refers to the total amount charged to the Client.

## Terms

Any booking verbally, electronically or in writing will be a legally binding contract subject to the following non-negotiable terms and conditions of booking:

1. Quoting and confirming the booking
  1. All quotes submitted by the Artist should be inclusive of travel costs, PA hire and any other expenses related to the booking.
  2. When submitting a quote, the Artist is responsible for ensuring that all information on their profile page is accurate and up to date.
  3. The booking is confirmed when the Artist clicks the 'Accept' button from their Bookings dashboard.
  4. By accepting a Booking Request the Artist is entering into a legally binding contract with the Client, in which the Artist is committed to carrying out the booking.
  5. By accepting a booking request, the Artist also agrees to adhere to the terms of the Encore Artist Code of Conduct (see below).

6. If the Client themselves is not able to meet the musician on the day, Artists should ensure in advance that the Client has confirmed a designated point of contact for the day of the Event, such as a venue manager or wedding planner.

## 2. Direct Contact with Clients

1. If a Client uses the “Call request” feature to arrange a phone call with the Artist, following the call the Artist must inform Encore of any booking details agreed upon during the conversation by replying to the automatic email sent from Encore immediately after the phone call.
2. Any booking details verbally agreed between the Artist and Client must be confirmed in writing with the Client via the Encore website.
3. The Artist is responsible for ensuring that the Client understands that a Booking is not confirmed until it is formally requested using a “Booking request” on the Encore website.
4. If a Booking initiated via the Encore website is agreed in person but not confirmed using a “Booking request” via the Encore website, the Artist must still pay the Encore Service Fee. This must be paid to Encore within 24 hours of the date of the Event.
5. If the Artist fails to pay the Encore Service Fee their account will be suspended until payment is received.

## 3. Receiving payment on-site

1. All payments which go through the Encore site (on-site) are transferred using our payments provider, Stripe. Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry.
2. By clicking “Save” and registering your account details, you agree to the [Stripe Services Agreement](#) and the [Stripe Connected Account Agreement](#).
3. Payment on-site takes place in two stages.
  1. Encore transfers a deposit amounting to 10% of the Artist’s Total quote to the Artist when they accept a booking through Encore.
  2. Encore transfers the remainder of the Net fee to the Artist 5 working days after the Event date. Exact timing of the payment

may vary depending on different Artist and Client bank accounts.

4. Encore takes a Service fee of 20% of the Total quote on all bookings, including bookings agreed via direct messages. This covers the cost of providing support and improving the Encore service for musicians.
  5. The take-home pay which the Artist receives is known as their Earnings. The full breakdown of the Artist's fee can be viewed on their Payments dashboard.
  6. If the Client fails to make a deposit or remainder payment in sufficient time ahead of the event, Encore may (having repeatedly contacted the Client in attempting to resolve the issue) cancel the booking and release the date for the Artist. In the event of such a non-payment, the Artist shall not be obliged to perform, and the booking shall be treated under the usual terms of the cancellation policy.
4. Off-site payment
1. Though most booking payments take place through the Stripe payment system, when Clients submit their payment details they can choose to pay Artists using off-site methods such as cash or cheque on the day of the Event.
  2. This is made clear to the Artist when they accept a Booking Request and in doing so they accept that they are responsible for ensuring the payment is made correctly and on time. Encore cannot enforce off-site payments.
  3. If an Artist is unsure of the method of payment, they should communicate this to the Client as soon as possible and if there is no response, get in touch with Encore at [bookings@encoremusicians.com](mailto:bookings@encoremusicians.com).
  4. Encore is unable to offer Artists deposits for bookings where the payment is made off-site.
  5. Off-site payments cannot be protected by the Encore Cancellation Policy.
  6. If the Artist receives their fee for a job using an off-site payment, they remain responsible for paying the Encore Service Fee to Encore.
    1. This fee must be paid using the link sent to the Artist when the booking is accepted.
    2. This fee must be paid in advance or within 24 hours of the event.

3. If this fee remains unpaid by the Artist over 24 hours after the event, Encore reserves the right to suspend that Artist's Encore account until full payment is received.

## 5. Cancellation

1. If an Artist needs to cancel a booking, they must immediately inform Encore by using the Cancellation button on their booking page. Encore will inform the Client and help them secure a replacement musician for their event.
2. Acceptable reasons for cancellation include events that will result in the Artist being unable to get to the Event such as natural disasters, serious illness or injury, riots or bereavement.
  1. Unavoidable transport disruption is considered an acceptable reason only if the Artist is verifiably unable to make alternative travel arrangements to get to the Event.
  2. In the event of a cancellation due to illness or injury, Encore reserves the right to request a doctor's note verifying the claim, or proof of a positive Covid test where applicable.
3. The Artist can cancel one booking per calendar year without an acceptable reason. A second cancellation without an acceptable reason will result in a 3 months profile suspension from applying for jobs via the Encore website. Further cancellations without an acceptable reason may result in a permanent ban.
4. No penalties are applied to booking cancellations where the Artist is able to provide a professional, experienced and reliable deputy performer for the event. The Artist must inform Encore of this when filling out the Cancellation form on their booking page. Encore reserves the right to decline the submission for quality purposes.
5. In the event that the deputy performer does not have an active Encore account, the Artist takes full responsibility for any disputes or complaints brought on by the Client in relation to the deputy performer, including in cases where a full or partial refund must be offered as a result of a breach of terms and conditions by the deputy performer.
6. In the event that the deputy performer does not have an active Encore profile, any review left by the Client about the deputy performer will appear on the Artist's Encore profile.

7. Informing a Client of a cancellation is not a valid method of cancellation. All communication regarding cancellations must be sent to Encore. A booking is not cancelled until the Artist has clicked the Cancellation button on their booking page.
  8. If an Artist cancels a booking, they will be invoiced for any payment amount already received in relation to the booking and the Client will be given a full refund.
  9. All cancellations are subject to the [Cancellation Policy](#).
  10. In the event that an Artist is using their own contract, this shall be appended to the Encore T&Cs and [Cancellation Policy](#).
6. Last minute cancellations and No Show policy
1. A “no show” is when an Artist does not carry out a booking without having communicated their intention to Encore or communicates to Encore that they wish to cancel a booking less than 48 hours before the job start time. This means that Encore is unlikely to have sufficient time to find a replacement artist.
  2. No shows not only reflect badly on the Artist but also on Encore and so will be dealt with very seriously. If an Artist “no shows”, Encore reserves the right to remove them from the platform.
  3. If an Artist “no shows”, they will be invoiced for any payment amount already received in relation to the booking and the Client will be given a full refund.
  4. In the event of a same day cancellation or no show, Encore reserves the right to charge an additional compensation fee of up to 50% of the Performance fee for the event.
  5. This policy will not apply to instances when the Artist is unable to perform due to events of force majeure such as serious injury, transport accidents, natural disasters, riots or death.
  6. If an Artist falls ill within 48 hours of the event, they must provide a doctor’s note if they wish to be eligible for the exemption clause 7.5.
  7. Under any and all circumstances, the Artist is required to inform Encore of the cancellation by using the Cancellation button or the Emergency Support form on their booking page.
7. Changes to booking details
1. If an Artist needs to make changes to the details of the booking before the booking has been secured, such as the line-up, performance

duration or fee amount, this must be done using the Encore site and must be accepted by both parties before the booking is confirmed.

2. Once a booking has been secured, Artists should not communicate changes to booking details to the Client without first contacting Encore.
  3. If an Artist needs to make changes to the details of the booking after the booking has been secured, including but not limited to lineup, performance duration or cost, this must be communicated to Encore at [bookings@encoremusicians.com](mailto:bookings@encoremusicians.com). The Client is under no obligation to agree to these changes, and they may constitute a Musician Cancellation should the Artist be unable to perform under the conditions originally agreed upon at booking confirmation. In such cases, the Artist will be required to refund any payment already received in relation to the booking.
8. Delayed event schedules and late finish fees
1. If a booking finishes after the specified end time through no fault of the Artist and they cannot perform until the end, there is no reduction of fee.
  2. If an Event is extended by more than 10 minutes beyond the original finishing time and the Artist is asked by the Client and agrees to continue performing, they are entitled to organise additional payment from the Client at their discretion. This payment must be declared to Encore at [bookings@encoremusicians.com](mailto:bookings@encoremusicians.com) within 24 hours of the Event.
  3. If any other changes to the booking occur on the day resulting in additional payment to the Artist, this payment must be declared to Encore at [bookings@encoremusicians.com](mailto:bookings@encoremusicians.com) within 24 hours of the Event.
  4. The Artist has the right to refuse to finish later than the finish time without penalty.
9. Sound limiters and volume
1. If the event venue has a sound limit, the Client must make this known to the Artist before the booking is confirmed.
  2. The Artist can refuse to perform if the Client does not make the sound limit known to the Artist before the booking and the sound limit for the booking is below a reasonable level for the style of music they are booked to perform (e.g. for a rock band, the sound limit is lower than

the sound of an acoustic drum kit). In this case, the Artist is entitled to their full fee.

#### 10. Using alternative or deputy performers

1. If a solo Artist cannot perform for a particular booking and wishes to use an alternative or deputy performer, they must contact Encore immediately at [bookings@encoremusicians.com](mailto:bookings@encoremusicians.com).
2. If a group Artist wishes to use a deputy in any of the following cases they must contact Encore immediately: a) They want to replace the lead singer or the most prominent member of the group; or, b) They want to replace more than one group member.
3. Encore may grant the Artist the right to use an alternative or deputy performers, but only given the Client's consent.
4. Any alternative or deputy performers will be subject to the same contractual agreement as the original Artist.

#### 11. Disintermediation and Circumvention

1. By receiving or applying for a booking through Encore, and benefitting from Encore's service, Artists agree not to take bookings originating on Encore outside of the platform or use Encore to generate further bookings outside of the platform. This is against our terms and Artists who do so may be penalised by having their account suspended or deleted.
2. Encore is entitled to 20% of the Artist's fee payable by the Artist if an enquiry which originated on Encore is paid for off the platform.

#### 12. Dispute resolution

1. If a dispute arises as a result of a booking, the Artist must register the dispute by contacting Encore as soon as possible at [bookings@encoremusicians.com](mailto:bookings@encoremusicians.com).
2. Registering a dispute will freeze any payment transactions for a window of up to 7 days during which time we will ask both the Client and Artist to provide evidence.
3. If the evidence is inconclusive, the default position is for Artists to receive their fee.
4. By accepting a booking through Encore all Artists agree to adhere to the Encore Code of Conduct. If a Client feels an Artist has behaved inappropriately, Encore will take due measures to ensure this is resolved.

#### 13. Insurance

1. For bookings where it is necessary, the Client is responsible for ensuring that the Artist has Public Liability Insurance (PLI).
2. Encore is not liable for any damages to people or their personal property which take place at an Encore booking.

#### 14. Problems with the site

1. Though our tests show that the Encore site has approximately 99.99% uptime, we cannot guarantee that it will be accessible at all times.
2. Artists accessing the site from older versions of internet browsers may experience connectivity problems and so for optimal experience it is recommended that you ensure you are always using the latest version of your browser.

#### 15. Trust and Security

1. Encore follows the highest standards of security and protection when handling the data of Clients.
2. Encore never holds card details or bank account numbers. These are stored by our payment provider, Stripe, which has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry.
3. Any information Encore does store is essential for the booking process and industry-standard measures are taken to ensure its security.

#### 16. Communication

1. The Artist should take all possible measures to ensure that they are easily contactable by the Client and Encore, via phone and email.
2. If the Artist has upcoming bookings confirmed through Encore, the Artist agrees to inform Encore ahead of time if they are going to be unreachable for a period of 2 weeks or longer.
3. Outside of these periods, the Artist agrees to reply to all queries related to an upcoming booking, coming from Encore or the Client, within 2 weeks. For upcoming booking dates less than 4 weeks away, the Artist agrees to respond to all queries within 5 days.
4. The Artist agrees to enable Holiday Mode if they are not going to be using the Encore website for a period of 2 weeks or less. The Artist should deactivate their profile if they are not going to be using the Encore website for a period of 2 weeks or longer. The Artist's profile can be reactivated in their Profile Settings upon their return.

#### 17. Artist Code of Conduct



1. By accepting a booking, all Encore Musicians agree to abide by the following Code of Conduct.
2. The Artist agrees to provide a performance that is to the best of their ability, and that reflects the details laid out in their application during the booking process, including their profile, videos, audio, biography etc.
3. The Artist will adhere to the Client's requirements within reason, and will contact Encore if they need assistance in preparation for the booking.
4. The Artist should arrive at the Event with sufficient time to set up and prepare for their performance. They should ensure they familiarise themselves with the necessary venue contacts and the location of emergency exits.
5. The Artist agrees to provide all necessary equipment and instruments for their performance, unless it has been agreed that it will be provided by the Client or a third party.
6. The Artist also agrees to take responsibility for all necessary tests (such as PAT tests) and checks on the equipment to ensure that the equipment is in good working order.
7. The Artist agrees that they will not be under the influence of alcohol or recreational drugs, during or after their performance or when they are in the presence of the Client or other event staff. The taking of illegal drugs at any Encore booking is strictly prohibited.
8. The Artist agrees that they will not smoke where it is prohibited at the event venue.
9. The Artist will not partake in any behaviour which is anti-social or deemed to reflect badly upon Encore or the Client.
10. The Artist agrees to dress in an appropriate manner for the performance, unless the Client has agreed otherwise or a different outfit is necessary to the performance.
11. The Artist agrees to maintain a professional level of communication at all times with the Client, their guests, all venue staff and contractors, as well as members of the Encore team.
12. The Artist agrees to ask the Client for their written permission before filming any part of the Event for promotional purposes.
13. In the event of a breach of the Artist Code of Conduct - before, during or after a booking - including any inappropriate or unprofessional

communication or behaviour by the Artist towards a Client or a member of the Encore team, Encore reserves the right to cancel the booking. In this situation, all monies already paid by the Client will be refunded, and the Artist will be required to return any payment already received in relation to the booking. In cases where the booking has already occurred, the Artist may be required to refund the Client in part or in full, depending on the severity of the breach.

14. Where serious breaches of the above terms and conditions have occurred, Encore reserves the right to suspend or delete the Artist's Encore profile and account, which may result in the cancellation of upcoming bookings. In such cases the Artist will be required to return to Encore all monies received in relation to the bookings that are being cancelled.

## Encore Terms and Conditions of Use

Last Updated: 18 Sep 2024

Please read these terms of use ("Agreement" or "Terms of Use") carefully before using the website and services offered by 1015 Limited ("Encore"). The Agreement sets out the legally binding terms and conditions for your use of the website at [encoremusicians.com](https://encoremusicians.com) (the "Site") and all services provided by Encore on the site.

By using the Site in any manner, including but not limited to visiting or browsing the Site, you (the "user" or "you") agree to be bound by this Agreement, including those additional terms and conditions and policies referred to here and/or available by hyperlink. This Agreement applies to all users of the Site, including without limitation users who are sellers, customers, merchants, contributors of content, information and other materials or services on the Site. Failure to use the Site or Services in accordance with these Terms may subject you to civil and criminal penalties.

Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

If you have any questions, please refer to the Help section of the Site.

## WHAT IS ENCORE?

Encore provides an online platforms that connects both professional and amateur musicians with clients requiring music for live events, recording or other purposes. Musicians can supply a profile on the platform which outlines their skill set and advertises services they are able to provide (collectively, the "Services"). These profiles are made available through the Site and any Encore mobile applications (which shall fall under these terms).

We reserve the right to remove customers or sellers that do not fall within this framework at any time.

YOU UNDERSTAND AND AGREE THAT ENCORE IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN MUSICIANS AND CLIENTS, NOR IS ENCORE A MUSIC AGENT OR INSURER. ENCORE HAS NO CONTROL OVER THE CONDUCT OF MUSICIANS, CUSTOMERS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Encore cannot guarantee the true identity, age, and nationality of a user or the accuracy of any information on a user's profile on the Site and encourages you to communicate directly with potential transaction partners through the tools available on the Site.

By accepting a job offer and entering into a contract with a customer, a musician acknowledges that he or she is responsible for the legal status of their working activities. Encore will not be held responsible by either party for musicians who are restricted from working in the country a job is posted or listed in. Encore recommends that both musicians and customers carry out such checks as may be

necessary to ensure that the fulfillment of a booking will not be in breach of any applicable laws.

You agree that Encore is a marketplace and as such is not responsible or liable for any content, for example, data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links posted by you, other users, or outside parties on Encore. You use the Encore service at your own risk.

## HOW ENCORE'S SERVICES WORK

The Site, Application and Services can be used to facilitate the listing and booking of opportunities for musicians and music industry professionals and amateurs. You may view Listings and Musicians as an unregistered visitor to the Site, Application and Services; however, if you wish to book a Musician or apply for a Listing, you must first register to create an Encore Account (defined below).

As stated above, Encore makes available an online platform or marketplace with related technology for Musicians and Clients to meet online and arrange for bookings of music-related activities directly with each other. Encore is not an owner, operator or provider of musical services and Encore does not own, manage and/or control musicians or licences. Unless explicitly specified otherwise in the Encore platform, Encore's responsibilities are limited to: (i) facilitating the availability of the Site, Application and Services and (ii) in some cases serving as the limited payment collection agent of each Musician for the purpose of accepting payments from Clients on behalf of the Musician.

## KEY TERMS

"Encore Content" means all Content that Encore makes available through the Site, Application, or Services, including any Content licensed from a third party, but excluding Member Content.

"Booking Request Period" means the time period starting from the time when a booking is requested by a Client (as determined by Encore in its sole discretion), within which a Musician may decide whether to confirm or reject that booking request, as stated on the Site, Application or Services. Different Booking Request Periods may apply in different places.

"Collective Content" means Member Content and Encore Content.

"Content" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

"Client" means an individual who requests from a Musician a booking of Services via the Site.

"Musician" means a Member who creates a profile via the Site or Application.

"Listing" means an opportunity that is listed by a Client as available for application via the Site or Application.

"Member" means a person who completes Encore's account registration process, including but not limited to Musicians and Clients, as described under "Account Registration".

"Member Content" means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Listing or Member profile to be made available through the Site, Application or Services.

"Tax" or "Taxes" mean any sales taxes, value added taxes (VAT), goods and services taxes (GST) that service providers may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

Certain areas of the Site and Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Collective Content.

## MODIFICATION

Encore reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, we will either post the modification on the Site or via the Application or otherwise provide you with notice of the modification. We will also update the "Last Updated Date" at the top of these Terms. By continuing to access or use the Site, Application or Services after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the

modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application and Services.

## LICENCE TO USE THE WEBSITE

You may: view pages from our website in a web browser; download pages from our website for caching in a web browser; print pages from our website; stream audio and video files from our website; and use our website services by means of a web browser, subject to the other provisions of these terms and conditions.

Except as expressly permitted by the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.

Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

Unless you own or control the relevant rights in the material, you must not: republish material from our website (including republication on another website); sell, rent or sub-license material from our website; show any material from our website in public; exploit material from our website for a commercial purpose; redistribute material from our website. Notwithstanding this, you may redistribute our newsletter in print and electronic form to any person.

We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## ACCEPTABLE USE

You must not: use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website; use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or

harmful purpose or activity; use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software; conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent; access or otherwise interact with our website using any robot, spider or other automated means; violate the directives set out in the robots.txt file for our website; or use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

You must not use data collected from our website to contact individuals, companies or other persons or entities, except through the on-site messaging facilities provided.

You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current and non-misleading.

Your use of external services (e.g. Google Maps APIs) embedded within the Site is subject to the external provider's terms of use.

## MEMBERSHIP ELIGIBILITY

**Age:** Encore's services are available only to, and may only be used by, individuals who can form legally binding contracts under applicable law. You represent and warrant that all registration information you submit is accurate and truthful. Encore may, in its sole discretion, refuse to offer access to or use of the Site to any person or entity and may change its eligibility criteria at any time without notice to you. This provision is void where prohibited by law and the right to access the Site is revoked in such jurisdictions.

**Compliance:** You agree to comply with all local laws regarding online conduct and acceptable content. You are responsible for all applicable taxes payable as a result of your activity on the Site. In addition, you agree to abide by Encore's policies as stated in this Agreement and listed below (if applicable to your activities on or use of the Site) as well as all other operating rules, policies and procedures that may be

published from time to time on the Site by Encore, each of which may be updated by Encore from time to time without notice to you.

**Password:** Keep your password secure. You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. You agree to immediately notify Encore of any unauthorised use of your password or any breach of security. You also agree that Encore cannot and will not be liable for any loss or damage arising from your failure to keep your password secure. You agree not to provide your username and/or password information to any other party other than Encore without Encore's express written permission.

**Account Information:** You must keep your account information up-to-date and accurate at all times, including a valid email and address.

**Account Transfer:** You may not transfer or sell your Encore account and User ID to another party. If you are registering as a business entity, you personally guarantee that you have the authority to bind the entity to this Agreement.

**Account Ownership:** Encore members may only hold and operate one active account at any one time and the account must only be operated by the named account holder. If a secondary account is required then the member must request prior written permission from Encore. Encore reserves the right to reject any such request and may, at its discretion, terminate additional accounts or accounts being operated by a person other than the named account holder without prior warning.

**Feedback:** Encore takes feedback integrity seriously. Members may offer small incentives for general feedback, however manipulation and/or bribery is not tolerated. This includes feedback from a related account, offering incentives/bribes in return for specific feedback. The Encore team reserve the right to remove any feedback which it suspects has been posted as a result of such manipulation or bribery and may close the account to which it relates.

**Right to Refuse Service:** Encore reserves the right to refuse service to anyone at any time. Encore's services are not available to temporarily or indefinitely suspended Encore members. Encore reserves the right, in Encore's sole discretion, to cancel unconfirmed or inactive accounts.



Encore reserves the right to suspend or remove without notice the account of any member conducting abusive behaviour towards any other user of the Site or any employee of Encore.

In order to access certain features of the Site and Application, and to apply for any Listing, you must register to create an account ("Encore Account") and become a Member. You may register to join the Services directly via the Site or Application.

You can also register to join by logging into your account with certain third-party social networking sites ("SNS") (including, but not limited to, Facebook; each such account, a "Third-Party Account"), via our Site or Application, as described below. As part of the functionality of the Site, Application and Services, you may link your Encore Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to Encore through the Site, Services or Application; or (ii) allowing Encore to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Encore and/or grant Encore access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Encore to pay any fees or making Encore subject to any usage limitations imposed by such third-party service providers. By granting Encore access to any Third-Party Accounts, you understand that Encore will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("SNS Content") so that it is available on and through the Site, Services and Application via your Encore Account and Encore Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts will be available on and through your Encore Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or Encore's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site, Services and Application. You have the ability to disable the connection between your Encore Account and your Third-Party Accounts, at any

time, by accessing the "Settings" section of the Site and Application. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. Encore makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and Encore is not responsible for any SNS Content.

Your Encore Account and your Encore Account profile page will be created for your use of the Site and Application based upon the personal information you provide to us or that we obtain via an SNS as described above.

## FEES AND SERVICES

Encore also charges a percentage of the sale price when a musician is booked for an opportunity via a Listing or direct contact with the musician through the Site. This fee shall apply for any Listing added through the Site which a Member musician receives remuneration for at any time, irrespective of where subsequent communication took place.

Encore's Features and Fees are subject to change. Increase to the Features & Fees for Encore's services are effective immediately after Encore posts updates to the Site. However, Encore may choose to temporarily change the Features & Fees for its services for promotional events; such changes are effective when Encore posts the temporary promotional event on the Site. Encore may decrease the fees as stated in the Features & Fees with no notice to you. Encore may, at its sole discretion, change some or all of Encore's services at any time. In the event Encore introduces a new service, the fees for that service are effective at the launch of the new service.

Unless otherwise stated, all fees are quoted in UK Pounds (GBP).

Client accounts must stay up-to-date with all fees owed or the account may be suspended until all outstanding fees are paid in full. Any Member account can be closed or downgraded at any time.

You are responsible for paying all fees and applicable taxes associated with using Encore. Encore keeps accepted payment information in accordance with its Privacy Policy. If fees are due to Encore then we will invoice the Client for the amount due.

This amount will be taken automatically by Encore where possible 2 working days later.

**Fees and Termination:** If Encore terminates a listing or your account, if you close your account, or if the payment of your Encore fees cannot be completed for any reason, you remain obligated to pay Encore for all unpaid fees plus any penalties, if applicable. If the Client's account is not paid in full, the Client risks penalties such as the suspension of privileges, termination of the account and/or legal action. If you have a question or wish to dispute a charge, contact Encore.

Where applicable, Taxes (such as VAT in Europe) may also be charged in respect of fees. Client Fees are included in the Total Fees.

Please note that Encore, may impose or deduct foreign currency processing costs on or from any payments or payouts by Encore in currencies other than UK Pounds. More information on any such costs or deductions will be available via the Site and Application. More information on Services Fees can be found at [www.encoremusicians.com/help](http://www.encoremusicians.com/help). Except as otherwise provided herein, Service Fees are non-refundable.

#### ROUNDING OFF

Encore may, in its sole discretion, round up or round down amounts that are payable from or to Clients or Musicians to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest pound, euro or other supported currency); for example, Encore may round up an amount of £101.50 to £102.00, and £101.49 to £101.00.

#### PAYMENT PROCESSING ERRORS

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same payment method used for the original payout to or payment by you, so that you end up receiving or paying the correct amount.

#### LISTINGS

Any individual may create Listings. To create a Listing, you will be asked a variety of questions about the opportunity to be listed, including, but not limited to, the date and time, the location, the services required, the fee and other financial details such as expenses available. In order to be featured in Listings via the Site, Application and Services, all Listings must relate to genuine opportunities for Services, and a fee status of Paid or Unpaid must be clearly specified. Listings will be made publicly available via the Site, Application and Services. Other Members will be able to apply for your Listing via the Site, Application and Services based upon the information provided in your Listing. You understand and agree that once a Musician requests a booking of your Listing, you may not request the Musician to accept a lower fee than in the booking request.

You acknowledge and agree that you alone are responsible for any and all Listings and Member Content you post. Accordingly, you represent and warrant that any Listing you post and the booking of an opportunity in a Listing you post (i) will not breach any agreements you have entered into with any third parties, such as music agencies, and (ii) will (a) be in compliance with all applicable laws, Tax requirements, and rules and regulations that may apply to any Services included in a Listing you post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Please note that Encore assumes no responsibility for a Client's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Encore reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Encore, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Encore's then-current Policies and Community Guidelines, or otherwise harmful to the Site, Application or Services.

If you are a Musician, you understand and agree that Encore does not act as an insurer or as your contracting agent. If a Client requests a booking of your Services, any agreement you enter into with such Client is between you and the Client and Encore is not a party to it. Notwithstanding the foregoing, Encore may serve as the limited authorised payment collection agent of the Musician for the purpose of accepting, on behalf of the Musician, payments from Clients of such amounts stipulated by the Musician (including expenses or other fees and/or Taxes).

Encore recommends that Musicians obtain appropriate insurance for their work and equipment. Please review any insurance policy that you may have carefully, and in particular please make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Clients (and the individuals the Client invites to the event, if applicable) while carrying out your booked Services.

## NO ENDORSEMENT

Encore does not endorse any Member or any Musician. Members are required by these Terms to provide accurate information, and although Encore may undertake additional checks and processes designed to help verify or check the identities or backgrounds of users, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

Any references in the Site, Application or Services to a Member being "verified" or "connected" (or similar language) only indicate that the Member has completed a relevant verification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by Encore about any Member, including of the Member's identity and whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Site, Application and Services. We therefore recommend that you always exercise due diligence and care when deciding whether to book a Musician or to accept a booking request from a Client, or to have any other interaction with any other Member. We are not responsible for any damage or harm resulting from your interactions with other Members.

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Encore with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site and Services regarding any bookings or Listings made by you. This limitation

shall not apply to any claim by a Musician against Encore regarding the remittance of payments received from a Client by Encore on behalf of a Musician, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".

**Fee Avoidance:** The price stated in each booking Listing, enquiry or application description must be an accurate representation of the sale. Members may not alter prices to avoid fees in any way. You may not alter the booking price after a sale for the purpose of avoiding Encore transaction fees, misrepresent the event's location, or use another user's account without permission. You may not artificially adjust expenses on the booking to alter Encore's fee. Sellers may not encourage buyers to purchase services listed on Encore outside of the Encore site, such as directly through their own website. This may also constitute fee avoidance.

**Badge use:** If a Musician would like to use the "Find me on Encore" badge to advertise and promote their listing on Encore, they are free to do so. Details can be found on the Encore help pages ([www.encoremusicians.com/help](http://www.encoremusicians.com/help)).

## BOOKINGS AND FINANCIAL TERMS FOR CLIENTS

The Musicians, not Encore, are solely responsible for honouring any confirmed bookings and making available any Services reserved through the Site, Application and Services. If you, as a Client, choose to enter into a transaction with a Member for the booking of a Musician, you agree and understand that you will be required to enter into an agreement with the Musician and you agree to accept any terms, conditions, rules and restrictions associated with such Services imposed by the Musician. You acknowledge and agree that you, and not Encore, will be responsible for performing the obligations of any such agreements, that Encore is not a party to such agreements, and that, with the exception of its payment obligations hereunder, Encore disclaims all liability arising from or related to any such agreements.

The Total Fees payable will be displayed to a Client before the Client sends a booking request to a Musician. As noted above, the Musician is required to either confirm or reject the booking request within the Booking Request Period; otherwise, the requested booking will be automatically cancelled. If a requested booking is cancelled (i.e. not confirmed by the applicable Musician), any amounts collected by Encore will be refunded to such Client, depending on the selections the Client

makes via the Site and Application, and any pre-authorization of such Client's credit card will be released, if applicable.

You as a Client agree to pay Encore for the Total Fees for any booking requested in connection with your Encore Account if such requested bookings are confirmed by the applicable Musician. In order to establish a booking pending the applicable Musician's confirmation of your requested booking, you understand and agree that Encore, on behalf of the Musician, reserve the right, in its sole discretion, to (i) obtain a pre-authorization via your credit card for the Total Fees or (ii) charge your credit card a nominal amount, not to exceed one dollar (\$1), or a similar sum in the currency in which you are transacting (e.g. one euro or one British pound), to verify your credit card. As a general rule, Encore will collect the Total Fees due once Encore receives confirmation of your booking from the applicable Musician; if necessary, Total Fees may instead be collected at a later point. Please note that Encore cannot control any fees that may be charged to a Client by his or her bank related to Encore's collection of the Total Fees, and Encore disclaims all liability in this regard.

In connection with your requested booking, you will be asked to provide customary billing information such as name and credit card information either to Encore Payments or its third-party payment processor(s). You agree to pay Encore for any confirmed bookings made in connection with your Encore Account in accordance with these Terms by one of the methods described on the Site or Application, e.g. by PayPal or credit card. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting the booking, either directly by Encore or indirectly, via a third-party online payment processor or by one of the payment methods described on the Site or Application. If you are directed to Encore's third-party payment processor(s), you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your confirmed booking transaction is complete you will receive a confirmation email summarising your confirmed booking.

## INJURY & DAMAGE TO INSTRUMENTS OR EQUIPMENT

Encore will not be liable for any injury to persons or damage to instruments or equipment resulting from a booking through the Site or Application. We encourage musicians to check, and if necessary purchase, their insurance policy before performing any Services. Encore is not party to any disagreement between Clients and Musicians regarding claims for damages of any form.

## YOUR CONTENT

You warrant and represent that your content will comply with these terms and conditions.

Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

Your content, and the use of your content by us in accordance with these terms and conditions, must not: be libellous or maliciously false; be obscene or indecent; infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right; infringe any right of confidence, right of privacy or right under data protection legislation; constitute negligent advice or contain any negligent statement; constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity; be in contempt of any court, or in breach of any court order; be in breach of racial or religious hatred or discrimination legislation; be in breach of official secrets legislation; be in breach of any contractual obligation owed to any person; depict violence in an explicit, graphic or gratuitous manner; be pornographic or sexually explicit; be untrue, false, inaccurate or misleading; consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage; constitute spam; be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory.

Your content must not contain or transmit any code of a destructive nature that may damage, interfere with, intercept or expropriate any system, data or personal information.

Your content must not modify, adapt or hack Encore or modify another website so as to falsely imply that it is associated with Encore; furthermore, you must not list any Services on Encore (or conclude any transaction that was initiated using Encore's service) that, by paying to Encore a commission



fee, could cause Encore to violate any applicable law, statute, ordinance or regulation, or that violates the Terms of Use.

## LIMITATIONS AND EXCLUSIONS OF LIABILITY

Nothing in a contract under these terms and conditions will: limit or exclude any liability for death or personal injury resulting from negligence; limit or exclude any liability for fraud or fraudulent misrepresentation; limit any liabilities in any way that is not permitted under applicable law; or exclude any liabilities that may not be excluded under applicable law.

To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## BREACHES OF THESE TERMS AND CONDITIONS

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may: send you one or more formal warnings; temporarily suspend your access to our website; permanently prohibit you from accessing our website; block computers using your

IP address from accessing our website; contact any or all of your internet service providers and request that they block your access to our website; commence legal action against you, whether for breach of contract or otherwise; and/or suspend or delete your account on our website.

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## PROHIBITED, QUESTIONABLE AND INFRINGING ITEMS AND ACTIVITIES

You are solely responsible for your conduct and activities on and regarding to Encore and any and all data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links that you submit, post, and display on Encore.

## CONTENT

License: Encore does not claim ownership rights in your Content. You grant Encore a licence solely to enable Encore to use any information or Content you supply Encore with so that Encore is not violating any rights you might have in that Content. You grant Encore a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights you have in the Content, in any media now known or not currently known, with respect to your Content. You agree to allow Encore to store or re-format your Content on Encore and display your Content on Encore in any way as Encore chooses. Encore will only use personal information in accordance with Encore's Privacy Policy.

By uploading Content to Encore you promise that you own and/or have the right to use such Content in this manner and that such Content does not infringe any third party intellectual property rights. In the event that Encore receives a complaint in respect of any Content posted by you it shall be your sole responsibility to deal with such a complaint and to compensate Encore for any loss suffered. Encore reserves the right to remove any such Content immediately.

Re-Posting Content: By posting Content on Encore, it is possible for an outside website or a third party to re-post that Content. You agree to hold Encore harmless for any dispute concerning this use.

Idea Submissions: Encore considers any (unsolicited or otherwise) suggestions, ideas, proposals or other material submitted to it by users via the Site or otherwise (other than the Content) (collectively, the "Material") to be non-confidential and non-proprietary, and Encore shall not be liable for the disclosure or use of such Material. If, at Encore's request, any member sends Material to improve the site (for example to customer support), Encore will also consider that Material to be non-confidential and non-proprietary and Encore will not be liable for use or disclosure of the Material. Any communication by you to Encore is subject to this Agreement. You hereby grant and agree to grant Encore, under all of your rights in the Material, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, sublicensable and transferable right and license to incorporate, use, publish and exploit such Material for any purpose whatsoever, commercial or otherwise, including but not limited to incorporating it in the systems, documentation, or any product or service, without compensation or accounting to you and without further recourse by you.

## INTERACTIONS WITH OTHER USERS AND PRIVATE MESSAGING

Users are solely responsible for interactions with others. Users understand that Encore does not in any way screen its users. All users agree to exercise caution and good judgment in all interactions with others, particularly if meeting offline or in person.

Messaging is your way to communicate privately with booking clients and other Encore members. It's essentially email, but purely for Encore members and clients. Messages are primarily intended for communicating about transactions and bookings that are underway.

You must not use Messages to send unsolicited advertising or promotions, or "spam". You must not pass on email addresses or any other information on to third parties. Spamming other members in order to ask them to 'follow' your own profile will not be tolerated.

Please use common sense when giving out personal information to others via messaging, for example don't send someone your credit card details.

You must not use messages to knowingly harass, threaten, blackmail or abuse another member.

If someone explicitly tells you not to contact them, you must not use Messages to contact them again, unless you are involved in an open transaction.

You must not use Messages to interfere with a transaction. This means: You must not contact another member to buy or sell a service listed on Encore outside of the Encore site. This may also constitute fee avoidance.

You must not communicate with a member involved in an active or completed transaction to warn the member away from a particular buyer, seller or Service.

As an anti-spam measure, sending too many messages too quickly may auto-disable your account. Contact Encore who will review account activity and enable your account if spam-free.

Encore may from time to time moderate the content of messages for the security of our members. By using our messaging service you give us permission to check messages for inappropriate or abusive content, or information which may constitute fee avoidance. These checks will only be carried out by trusted members of the Encore team. We will never share, sell or distribute in any way the content of your private messages.

## INFORMATION CONTROL

Encore does not control the Content provided by users that is made available on Encore. You may find some Content to be offensive, harmful, inaccurate, or deceptive. There are also risks of dealing with underage persons or people acting under false pretence.

Additionally, there may also be risks dealing with international trade. By using Encore, you agree to accept such risks and that Encore (and Encore's officers, directors, agents, subsidiaries, joint ventures and employees) is not responsible for any acts or omissions of users on Encore. Please use caution, common sense, and practice safe buying and selling when using Encore.

Other Resources: Encore is not responsible for the availability of outside websites or resources linked to or referenced on the Site. Encore does not endorse and is not

responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You agree that Encore shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or resources or via pop ups which may appear when accessing the Site from your computer.

## RESOLUTION OF DISPUTES AND RELEASE

In the event a dispute arises between you and Encore, please contact Encore.

Any dispute arising from or relating to the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales. Use of the Site is not authorised in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation, this section.

Should you have a dispute with one or more users, or an outside party, you release Encore (and its officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Encore, for the benefit of users, may try to help users resolve disputes. Encore does so in its sole discretion, and it has no obligation to resolve disputes between users or between users and outside parties. To the extent that Encore attempts to resolve a dispute it will do so in good faith based solely on its this agreement and its policies. Encore will not make judgments regarding legal issues or claims and some disputes related to financial transactions may ultimately be determined by PayPal or another 3rd Party.

## ENCORE'S INTELLECTUAL PROPERTY

Encore, and other Encore graphics, logos, designs, page headers, button icons, scripts, and service names are trademarks or trade dress of Encore. Encore's copyright, trademarks, service marks, logos, business name, domain name, rights in get up and trade dress and all other intellectual property rights may not be used,

including without limitation as part of trademarks and/or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion.

## BREACH

Without limiting any other remedies, Encore may, without notice, and without refunding any fees, delay or immediately remove Content, warn Encore's community of a user's actions, issue a warning to a user, temporarily suspend a user, temporarily or indefinitely suspend a user's account privileges, terminate a user's account, prohibit access to the Site, and take technical and legal steps to keep a user off the Site and refuse to provide services to a user if any of the following apply: Encore suspects a user has breached this Agreement, the Privacy Policy, or other policy documents and community guidelines incorporated herein; Encore is unable to verify or authenticate any of your personal information or Content; Encore believes that a user is acting inconsistently with the letter or spirit of Encore's policies and/or this Agreement, has engaged in improper or fraudulent activity in connection with Encore or the actions may cause legal liability or financial loss to Encore's users or to Encore.

## PRIVACY

Except as provided in Encore's Privacy Policy Encore will not sell or disclose your personal information (as defined in the Privacy Policy) to third parties without your explicit consent.

## NO WARRANTY

ENCORE, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS PROVIDE ENCORE'S WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. ENCORE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM ENCORE SHALL CREATE ANY WARRANTY.

## LIMITED LIABILITY

IN NO EVENT SHALL ENCORE, AND (AS APPLICABLE) ITS OFFICERS, DIRECTORS, EMPLOYEES OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE, ENCORE'S SERVICES, OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BODILY INJURY, EMOTIONAL DISTRESS, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

ENCORE'S LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF ENCORE'S OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO ENCORE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) £100.

## INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD ENCORE AND (AS APPLICABLE) ENCORE'S AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE LEGAL FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR THE DOCUMENTS IT INCORPORATES BY REFERENCE, OR YOUR BREACH OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

## NO GUARANTEE

Encore does not guarantee continuous, uninterrupted access to the Site, and operation of the Site may be interfered with by numerous factors outside Encore's control or otherwise.

## SEVERABILITY

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

## NO AGENCY

You and Encore are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

## ENCORE SERVICE

Encore reserves the right to modify or terminate the Encore service for any reason, without notice, at any time. Encore reserves the right to alter these Terms of Use or other Site policies at any time, so please review the policies frequently. If Encore makes a material change Encore will notify you here, or by email, or by means of a notice on our home page, or other places Encore deems appropriate. What constitutes a "material change" will be determined at Encore's sole discretion, in good faith, and using common sense and reasonable judgment.

## CHOICE OF LAW

This Agreement shall in all respects be interpreted and governed by the laws of England and Wales.

## NOTICES

Except as explicitly stated otherwise, any notices shall be given by post to Encore; Flat 16, 12 Ebenezer Street, London N1 7RP. (in the case of Encore) or, in your case, to the email address you provide to Encore (either during the registration process or when your email address changes). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Encore may give you notice by post to the address provided to Encore. In such case, notice shall be deemed given three days after the date of posting.

Please note that Encore will deal with all complaints (on valid receipt of your notice) as soon as they can and within a reasonable timeframe .

For issues with intellectual property, please provide the notice as specified in Encore's IP Policy.



## Disclaimers

IF YOU CHOOSE TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT OR PARTICIPATE IN THE REFERRAL PROGRAM, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT ENCORE DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND OR REGISTERED SEX OFFENDER CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, CLIENTS AND MUSICIANS, BUT MAY CONDUCT SUCH BACKGROUND OR REGISTERED SEX OFFENDER CHECKS IN ITS SOLE DISCRETION. THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT AND REFERRAL PROGRAM ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, ENCORE EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ENCORE MAKES NO WARRANTY THAT THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY SERVICES, OR THE REFERRAL PROGRAM WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. ENCORE MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, SERVICES, MUSICIANS, CLIENTS, YOUR ACCRUAL OF ENCORE CREDITS, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITE, APPLICATION, SERVICES OR REFERRAL PROGRAM.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ENCORE OR THROUGH THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY MUSICIANS OR CLIENTS. YOU UNDERSTAND THAT ENCORE DOES NOT MAKE ANY ATTEMPT TO VERIFY THE

STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW ANY SERVICES. ENCORE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, CLIENTS AND MUSICIANS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANISED BY ENCORE. NOTWITHSTANDING ENCORE'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF THE MUSICIANS FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM CLIENTS ON BEHALF OF THE MUSICIANS, ENCORE EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY CLIENT OR OTHER THIRD PARTY.

#### INDEMNIFICATION

You agree to release, defend, indemnify, and hold Encore and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) booking of any Services, or (iii) creation of a Listing; (d) the use of Services by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a booking; and (e) your participation in the Referral Program or your accrual of any Encore Credits.

#### DISCLOSURES

The services hereunder are offered by 1015 Limited, located at Unit #2255 275 New North Road, London N1 7AA.

#### ASSIGNMENT

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

### THIRD PARTY RIGHTS

A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

### STATUTORY AND REGULATORY DISCLOSURES

We are registered in England and Wales; our registration number is 15952725.

We are subject to the Information Commissioner's Office in the United Kingdom; our registration is available to view online.

Our VAT number is 228077893.

Our registered office is Unit #2255 275 New North Road, London N1 7AA.

Our principal place of business is 103 Gaunt Street, London SE1 6DP.

You can contact us by writing to the business address given above, by using our website contact form, or by email to [team@encoremusicians.com](mailto:team@encoremusicians.com).