



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 (known as *Booking Lead Time*)**, and **(ii) how long before the event date they cancel (known as *Cancellation Notice Period*)**.

Note: Service Fee, Net Fee and Performance Fee

Values mentioned in this policy are percentages of the Performance Fee (the Customer's gross fee), and have the 20% Encore Service Fee deducted.

For instance, retaining 80% of the Performance Fee is equivalent to retaining your entire Net Fee (take-home earnings).

Refunds summary

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

If the customer cancels within 48 hours of sending a Booking Request, they'll be entitled to a full refund of their deposit before it is paid out to you.

If the customer cancels after 48 hours of sending a Booking Request and more than 4 weeks before the event, you will retain your 10% deposit.

If the customer cancels after 48 hours of sending a Booking Request and within 4 weeks of the event date, neither deposit nor remainder payments will be eligible for a refund and will be retained entirely by the Musician.

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

If the customer cancels within 48 hours of sending a Booking Request, they'll be entitled to a full refund of their payment.

If the customer cancels after 48 hours of sending a Booking Request and more than 2 weeks before the event date, you'll receive 40% of the Performance Fee.

If the customer cancels after 48 hours of sending a Booking Request and between 1-2 weeks before your event, you'll receive 60% of the Performance Fee.

If the customer cancels after 48 hours of sending a Booking Request and within 1 week of your event, their payment will not be eligible for any refunds. You will retain your full payout (80% of the Performance Fee).

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: Should you incur non-refundable expenses when arranging travel or accommodation in relation to your booking, you may be entitled to reimbursement of these expenses in addition to your normal cancellation fee. Such scenarios will be

handled on a case-by-case basis, and will require proof of a non-refundable purchase. Any travel expenses paid by special arrangement outside the standard payment schedule will also be handled on a case-by-case basis.

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 via Encore’s payment system). Any other bank transfer payment or cash payment organised directly with the customer is deemed to fall outside Encore Pay, and is 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 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 23rd November. The booking was originally made in July, so Amy receives her full payout (80% of the Performance Fee).

Exceptions

Force Majeure

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.

BACS Payments

Please note that bookings that have paid via BACS follow different cancellation and payment processes, and aren't eligible for the 48-hour full refund period.

For bookings paid via BACS, the customer's deposit must be received by Encore within 3 business days of booking confirmation. If payment is not received within 5 business days, the booking may be automatically cancelled, and the date made available to other customers. In such cases, no further payment will be due.

Please note that while Encore will endeavour to enforce cancellation terms for BACS bookings, we can only guarantee payment if the customer has paid their deposit (in the case of long-term cancellations) or their full Performance Fee (in the case of short-term cancellations).

Booking Lead Time for BACS bookings will be measured from the date the booking was first requested at checkout, regardless of the time taken to make payment.

BACS Refunds Summary:

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

- Customer deposit received, with cancellation more than 4 weeks before the event: Your deposit (10%) will be retained, with no further payment due.
- Full Performance Fee received, with cancellation within 4 weeks of the event: You will retain your full payment (80%), with no refund due to the customer.

If you were booked within 4 weeks (28 days) of the event date (once full payment is received via BACS):

- Cancellation more than 2 weeks before the event: You'll retain 40% of the Performance Fee.
- Cancellation within 1-2 weeks of the event: You'll retain 60% of the Performance Fee.
- Cancellation within 1-2 weeks of the event: You'll retain your full payment (80% of the Performance Fee).

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 bookings where payment is made directly to you are not covered by our cancellation policy, we strongly recommend using your own cancellation policy in such cases, 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 by the client, and the Client Cancellation Policy will apply as normal. Should you wish to accept the changes, you can do so at your discretion and will need to inform Encore of the change, to ensure your payments are updated accordingly. You may also decide to amend your quote to reflect the changes requested by the Client. Any additional fees or adjustments to your quote as a result of the change will also need to be communicated to Encore in writing, so that our team can make the necessary amendments to the customer’s payment amounts.

What happens if I need to cancel a booking?

If you need to cancel a booking, you must immediately inform Encore by using the **Cancel** button on your booking page. Encore will inform the customer and help them secure a replacement musician for their event. Informing a customer 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 you have clicked the **Cancel** button on

your booking page. If you cancel a booking, you will be invoiced for any payment amount already received in relation to the booking and the customer will be given a full refund.

To find full information about cancelling your booking, including information about penalties, using deputy performers, and acceptable reasons, please see [Section 5 of Encore's Musician Terms & Conditions](#).

This document is subject to change.

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

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

Encore's full Terms & Conditions can be found at:

<https://encoremusicians.com/terms/musician>

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Encore

Appendix 1: Retained fee calculations

Note: BACS bookings

Please note that customers who opt to pay via BACS (bank transfer) will follow different cancellation and payment processes, and don't qualify for the 48-hour free cancellation period. See "Exceptions" section for more details on BACS cancellations.

Note: Service Fee, Net Fee and Performance Fee

Values shown are percentages of the Performance Fee, and have the 20% Encore Service Fee deducted. For instance, 80% is equivalent to your entire Net Fee (take-home earnings) on a booking.

Fee retained †		Cancellation Notice Period						
		Within 48 hours of Booking Request	More than 4 weeks	Less than 4 weeks	More than 2 weeks	1-2 weeks	Less than 1 week	Less than 48 hours
Booking Lead Time*	More than 4 weeks	0%	10% (Deposit retained)	80% (Full payout)	80% (Full payout)	80% (Full payout)	80% (Full payout)	80% (Full payout)
	Less than 4 weeks	0%	-	-	40%	60%	80% (Full payout)	80% (Full payout)
	Less than 48 hours	30%	-	-	-	-	-	30%

Booking Lead Time refers to the length of time between a booking being confirmed and the event date itself. Bookings made within 4 weeks of the event date are considered **short-term bookings. For such bookings, we are unable to offer the same deposit and payment structure (deposit + remainder) as we do for longer-term bookings.*

*† In the case of a **Force Majeure** cancellation, bookings are handled on a case-by-case basis, and we will endeavour to assist in the resolution of any payment disputes..*