



## Encore customer cancellation policy

### What happens if I cancel my booking?

We'll always do our best to help out in the unfortunate event you decide to cancel a booking made through Encore. Whilst we'll try to facilitate refunds where possible, the musician you've booked may be entitled to retain a portion of your payment, with the amount depending on: **(i) when you booked**, and **(ii) how long before your event date you're cancelling**.

This document explains our cancellation policy, which forms a part of the contract for all bookings made through Encore.

### Refunds summary

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

If you cancel more than 4 weeks before the event, your 30% deposit will be retained by the musician, and no additional fee will be payable.

If you cancel within 4 weeks of the event, you'll receive a refund of 20% of the Performance Fee.

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

If you cancel more than 2 weeks before the event, you'll receive a refund of 70% of the Performance Fee.

If you cancel within 2 weeks of your event, you'll receive a refund of 40% of the Performance Fee.

## General notes

**Free cancellations:** You may cancel within 48 hours of sending a booking request and receive a full refund. The only exception is if you cancel within 48 hours of the event start time, in which case you will only be eligible for a 50% refund. To be eligible for a full refund, the cancellation must be registered in our system within 48 hours of sending your booking request. To register your cancellation in our system, please use the 'Cancel/Postpone' button on your booking page. Doing so will instantly put your booking in our cancellation queue, pause any upcoming transactions, and inform the musician of the cancellation. Your full refund will reach your bank account within a few days of requesting the cancellation.

**Short notice cancellations:** Cancellations made within 48 hours of the event start time will not be eligible for refunds, except if the booking was made within the 48 hours prior to cancellation (see above), in force majeure cases (see below), or at the musician's sole discretion.

**Encore Cover:** Any fees paid for Encore Cover will be refunded in the event of a cancellation, except for cancellations made within 48 hours of the event start time.

**Climate Contribution:** Any fees paid as a Climate Contribution will be refunded in the event of a cancellation.

**Travel expenses:** Musicians' travel expenses will be refunded to you in full, except in the case where either (a) you are cancelling within 48 hours of the event start time, or (b) the musician has proof of pre-paid travel expenses which are non-refundable. These scenarios will be handled on a case-by-case basis. Any travel expenses paid by special arrangement to the musician 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 musician Performance Fee.

**Bank transfer / cash payments:** This cancellation policy only covers payments made through Encore's automated payment system ("Encore Pay"), which applies to all card payments and most bank transfer payments (depending on the date of your booking). If you select a payment method at checkout that falls outside this policy, you will be asked to accept the modified terms to continue. Refunds in these cases must be handled directly with the musician, and Encore is unable to enforce any agreement made for a payment outside of this policy.

## **Examples**

*Mary booked a pianist for £200 at 7pm on 1st July 2021 to perform for an event in September 2021.*

*At 2pm on 3rd July 2021, Mary cancels her booking.*

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

*On 16th September 2021, Tim cancels his £200 harpist booking for 1st December 2021. The event was both booked and cancelled more than 4 weeks in advance, so the musician retains the deposit of £60, but Tim has not made any other payments.*

*On 1st October 2021, Sue makes a £200 booking for 26th October 2021. She then cancels the booking on 21st October 2021, so she receives a refund of £80 and the musician retains £120.*

## **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.

## **Musician cancellations**

In the rare instance that a musician is forced to cancel a booking, one of our team will be in touch to discuss alternative options with you. In most cases, we are able to find a perfect replacement and the performance can go ahead as planned. However, you will also have the option of a full refund. If you purchased Encore Cover, you’re also eligible for a £100 payment if our team isn't able to find a replacement option for your event that is of an equal standard of quality to your original musician, in the same music genre (unless otherwise specified by you in writing)..

## **Frequently asked questions**

### **Why don't I receive a full refund after I cancel?**

Encore is fully committed to fair pay for musicians. Our cancellation policy ensures fair recompense for a musician's time and effort involved in organising a booking, and accounts for the decreasing probability of being able to find alternative work at short notice.

### **When will I receive my refund?**

Refunds typically arrive within 5 working days, but may take up to 10 working days in some cases. We aim to process refunds within 24 hours of being notified of a cancellation, but an additional delay is caused by the card processor's refund time.

### **What if I cancel but want to book a different musician?**

The cancellation policy will still apply to your first booking, but please get in touch and we'll do our best to help.

### **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 2021 shall be all times up to and including 6:59pm 15th September 2021.

The cancellation time used will be the earliest point at which Encore was notified of the cancellation. The booking time is the time at which the booking was submitted via the Encore checkout page.

### **What if I paid the musician with a direct bank transfer?**

Bookings where a bank transfer is made directly to a musician (and not to Encore) are not covered by our cancellation policy, and the musician will typically have their own cancellation procedures which they can provide information about on request. 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 need to change the time, date or location of my booking?**

If you need to reschedule or relocate your booking, and the booked musician cannot perform at the new time or place, this will be treated as a cancellation of the original booking agreement and our Client Cancellation Terms 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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The logo for Encore Technologies Limited, featuring the word "Encore" in a green, sans-serif font. The letter "E" is significantly larger than the other letters and has a small dot above it. The "n" and "c" are connected, and the "o" is a simple circle. The "r" and "e" are also connected.

## Appendix 1: Refund calculations

Refund due		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	70% (Deposit retained)	20%	-	-	0%
	Less than 4 weeks	-	-	70% (Deposit retained)	40%	0%
	Less than 48 hours	100%	100%	100%	100%	50%

In the case of a Force Majeure cancellation, these figures will serve as the minimum guaranteed refund amount, and we will work closely with you and the musician to find an arrangement which works for both parties.

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

### Bookings made after 30th March 2020 and before 14 October 2020

- In the event that your date needs to change due to COVID-19 we offer free date changes on your booking.
- If your new date isn't available for the musician, you will not lose any money on the booking and will receive 100% credit to the value of the amount you have paid. This can be used towards any future booking with Encore.

### Bookings made after 14 October 2020 and before 6 July 2022 (inclusive)

#### Events after 1st October 2020 and before 31 March 2021:

You will be eligible for a 100% refund if any of the following is true:

1. Government enforced restrictions mean your event cannot legally take place.
2. Government enforced restrictions legally prohibit your musician from performing at your event.
3. You or a key member of your wedding party contract COVID-19, leading to the event being cancelled.
4. You are tracked and traced by the NHS app and told to self-isolate, leading to your event being cancelled..
5. Government enforced restrictions legally prohibit you or key members of your wedding party from travelling to your event location.

*A copy of your official test result notification or track & trace instruction to self-isolate, including your name and the date, will be required where applicable, along with proof that your event has had to be cancelled.*

#### Events after 31 March 2021:

You will be eligible for a 100% refund if any of the following is true:

1. Government enforced restrictions mean your event cannot legally take place.
2. Government enforced restrictions legally prohibit your musician from performing at your event.
3. You or a key member of your wedding party contract COVID-19, leading to the event being cancelled.
4. You are tracked and traced by the NHS app and told to self-isolate, leading to your event being cancelled.
5. Government enforced restrictions legally prohibit you or key members of your wedding party from travelling to your event location.
6. Government imposed guest limit reduces the scope of your event whereby the planned event size is at least double the imposed restricted size based on planned guests.

*A copy of your official test result notification or track & trace instruction to self-isolate, including your name and the date, will be required where applicable, along with proof that your event has had to be cancelled.*

Please note that you will be required to provide proof of eligibility when claiming your refund. You may be asked for one or several of the following documents:

- A copy of the official test result notification, including the person's name and the date
- A copy of the track & trace instruction to self-isolate, including the person's name and the date
- Proof that your event has had to be cancelled
- Evidence of government enforced travel restrictions on the date of your event

*If the musician has already purchased any travel, accommodation or purchases related to the booking which are non-refundable, these will be deducted from your refund.*