

OBA Refund Policy

Ratified: November 28 2020

Expires: AGM, November 2025

Part I: Purpose and Scope

1. This policy serves to standardize the practice of the OBA in handling requests to refund registration and membership fees.
2. This policy is in effect once ratified by the membership at the Annual General Meeting in November 2020.
3. This policy will remain in effect for five years, subject to expire in November 2025.

Part II: Events and Activities

1. This part of the policy applies to all events and activities of the OBA where a financial transaction occurs in exchange for admission or participation in said event. This includes all current and future OBA projects, including but not limited to:
 - (a) the Provincial Band Festival;
 - (b) the UTSC/OBA Small Ensemble Festival;
 - (c) the York/OBA Wind Conducting Symposium;
 - (d) the Beginning Band Symposium;
 - (e) the Ontario Provincial Honour Band;
 - (f) the Capital Region Elementary Honour Band;
 - (g) the Laurier/OBA Elementary Honour Band;
 - (h) the Capital Region/OBA Wind Band Symposium;
 - (i) the Western/OBA Intermediate Honour Band.
2. Full, Partial, and No Refunds
 - 2.1 All registration documents and forms for OBA events and activities will indicate a date prior to which a full refund, less the cost of membership and any costs related to reversing the transaction, will be returned.
 - 2.2 After this date, a partial refund may be issued, less the cost of membership, transaction costs, and any administrative costs incurred. The administrative costs will be communicated as a fixed cost on all registration documents and forms.
 - 2.3 All registration documents and forms for OBA events and activities will indicate a date after which no refund will be issued.
 - 2.4 OBA events and activities are not required to offer partial refunds. The date satisfying section 2.1 may be the same date satisfying section 2.3.
 - 2.5 After the refund deadline, if a situation arises where a late substitute enrolment ("waiting list") allows for the OBA to replace the cost of a cancellation, the director may, at his or her discretion, refund the amount of the cancellation in full or in part according to section 2.1 or 2.2 above.

3. The refund will be issued in a form of the OBA's choosing to maximize convenience for the OBA and to minimize costs to the OBA.

4. The refund will be issued within 10 business days of the request.

5. For the purposes of membership, the client will be considered to be a member of the OBA with all rights and privileges, as if they had attended the event.

6. Cancellation Due to External Circumstances

6.1 In the event where an unforeseen external circumstance (such as, but not limited to: inclement weather, labour stoppage, natural disaster, severe health considerations) requires that the OBA cancel an event in order to protect the health and well-being of its members and members of the public in attendance, or because of the logistical impossibility of running the event, then:

6.1.1 The Executive of the OBA, under advisement of the Event Director, will hold a meeting at the earliest possible time to formally vote on cancelling the event;

6.1.2 The OBA will exercise due diligence in cancelling all contracts and pending purchasing decisions in accordance with the law and fair practice, in an attempt to reduce "sunk costs" in the event;

6.1.3 The Event Director in co-ordination with the Board will communicate the decision immediately to all registrants and participants in said event;

6.1.4 The Event Director and the Treasurer will determine the expenses and revenue at the time of cancellation.

6.2 Within a month of the cancellation, the Executive shall receive a report from the Treasurer detailing the financial considerations of the cancellation, and will consider the issuing of refunds to registrants and participants. The final decision must allow for:

6.2.1 The OBA to remain solvent, and able to continue in its basic role as a non-profit organization;

6.2.2 Fair consideration for its paying members and event registrants.

6.3 The decision to issue refunds may consist of any of the following, or an additional form as decided by the Executive under advisement of the Treasurer, established by a motion and a vote by the Executive:

6.3.1 A full refund for the full cost of the event and membership, in which case the registrant waives all rights to membership in the OBA;

6.3.2 A refund for the full cost of the event, less the membership fee;

6.3.3 A partial refund, based on the OBA meeting any "sunk costs" for the event, and the ability of the OBA to cover refunds;

6.3.4 No refund, with the OBA providing an alternative means of service that it considers equal in value to the original event. In this case, members who do not wish to participate in the alternative means can request a refund within a set timeframe, and Section 2 of this policy will be in effect.

Part III: Membership Fees

1. This part of the policy applies to the purchase of membership in the OBA. It applies to all membership levels that involve a financial transaction.
2. "Cooling off" period
 - 2.1 Although the OBA as a charitable organization is not subject to the Consumer Protection Act in accordance with Part IV, Section 29(2) of the CPA, in the spirit of said Act, there will be a 10-day "cooling off" period beginning on the day that the membership is purchased.
 - 2.2 The 10-day "cooling off" period is interpreted to mean calendar days, including weekends and holidays.
3. Requesting the termination of a membership within the "cooling off" period
 - 3.1 Prior to the expiry of the "cooling off" period, any request to terminate the membership will result in the membership being refunded in full, less any transaction costs related to issuing the refund.
 - 3.2 If the membership was obtained as part of the cost for attending an event or activity, the request to terminate the membership automatically triggers the policy in Part II to refund the amount associated with the event.
4. There will be no refund of a membership fee following the "cooling off" period.