# D. Stafford & Associates Class Cancellation Policy

The policy affords Attendees varying options depending on how far in advance of the class cancellation is requested and whether materials (electronic or hard copy) have been provided to Attendees in advance of the Class Start Date.

### 1. Definitions

- a. <u>Attendee</u>: An eligible person who registers for a Clery Act, Title IX, BIT/TAT, or Procedural Justice class offered by D. Stafford & Associates. As used within this policy, "Attendee" refers to the person who was registered to attend a class but who either fails to attend the class without prior notice (i.e., is a "No Show") or cancellation of registration has been initiated by the Attendee or by someone else on the Attendee's behalf.
- b. <u>Alternate</u>: A person from the Attendee's institution who will utilize a credit that was originally issued to the Attendee following cancellation of the Attendee's registration (or when the Attendee was a No Show for a class).
- c. <u>Cancellation</u>: A written assertion provided at least 1 day in advance of a scheduled class, by the Attendee or another person on behalf of the Attendee, that informs D. Stafford & Associates that the Attendee will not attend a class for which they are registered.
- d. <u>Class Start Date</u>: The first day a class is scheduled to occur. *For classes with a duration that is equal to or less than 1 day, the Class Start Date also serves as the Class End Date.*
- e. <u>Class End Date</u>: The last day a class is scheduled to occur. For classes with a duration that is equal to or less than 1 day, the Class End Date also serves as the Class Start Date.
- f. Make-up Class: A class for which an Attendee, or Alternate, registers using a valid, credit that was previously issued to an Attendee following a cancellation in accordance with this policy.
- g. No Show: An Attendee who registers for a class but fails to attend the class as scheduled.

# 2. Cancellations Initiated by (or on behalf of) Attendees

A summary of applicable procedures when Attendees (or someone on the Attendee's behalf) initiate cancellation can be found in Figure 1.

# a. When the Attendee Paid in Full

i. If the Attendee (or another person on the Attendee's behalf) submits a written request to cancel the Attendee's registration <u>30 or more days</u> in advance of the

Class Start Date, the Attendee will be removed from the class and provided the following options:

- 1. Receive a refund for the amount paid, less a \$75 administrative fee, or
- 2. Receive a credit in an amount equal to the original payment made by the Attendee.
- ii. If the Attendee (or another person on the Attendee's behalf) submits a written request to cancel their registration <u>less than 30 days</u> in advance of the Class Start Date, the Attendee will be removed from the class and receive a credit in an amount equal to the original payment made by the Attendee.
  - 1. The credit may be used by the original Attendee or an Alternate.
  - 2. Credit issued for cancelled classes may not be used by more than 1 attendee from the same institution (i.e., the credit cannot be "split" among more than 1 person).
  - 3. The credit shall expire <u>1 year</u> after the Class End Date of the original class for which the Attendee registered.
    - a. Notably, the Attendee, or Alternate, must *register* for 1 or more classes within 1 year of the original Class End Date. However, the actual class(es) need not *occur* within 1 year of the original Class End Date in order to use the credit.
    - b. If the Attendee, or Alternate, cancels a Make-up Class for which a credit was used, the credit originally applied to the Make-up Class shall be forfeited.
    - c. No refunds will be provided for unused credit. Any unused credit is valid until its expiration date and has no cash value.
  - 4. Use of a credit shall be restricted when the Attendee <a href="https://has.been.provided">has been provided</a>
    <a href="https://has.been.provided">access to class materials</a> (hard copy or electronic) in advance of the original Class Start Date. Class materials are typically provided to attendees within 2 weeks of the Class Start Date.

- a. In these cases, the Attendee shall receive a credit, but the credit may be used by the Attendee (or an Alternate) only for a future offering of the <u>same class</u> in which the attendee originally registered.
- b. Credits issued under these circumstances may <u>not</u> be transferred to other classes. For example, if an Attendee was originally registered for the DSA Clery Act Compliance Training Academy, the credit may only be used for the Attendee, or an Alternate, to attend a future offering of the DSA Clery Act Compliance Training Academy. The credit could not be used for another type of Clery Act class, nor could it be used for any other classes offered by D. Stafford & Associates.
- c. If hard copy class materials were sent to the Attendee prior to D. Stafford & Associates processing written notice of the Attendee's cancellation, and an Alternate will take a Make-up Class in the Attendee's place, it will be the responsibility of the Attendee to provide the hard copy class materials from the original class to the Alternate so that the Alternate has access to hard copy class materials for the Make-up Class.

The person attending the Make-up Class using the Attendee's credit (whether it is the original Attendee, or an Alternate) will have the option of requesting updated course materials be sent to them for the Make-up Class.

i. If this option is requested, the Attendee, or Alternate, will be invoiced by D. Stafford & Associates for the cost of the book to be printed (a flat rate of \$35.00) as well as the shipping costs as determined by UPS, which will be passed along to the Attendee, or Alternate, without markup by D. Stafford & Associates. The costs associated with printing and shipping a new book to an Attendee must be paid in full before a certificate will be issued to the person who attends the Make-up Class.

- 5. If the Attendee <a href="has not been provided access to class materials">has not been provided access to class materials</a> (hard copy or electronic) in advance of the original Class Start Date, the following shall apply:
  - a. If the Attendee, or Alternate, registers for a DSA class that costs <u>less than</u> the original class cancelled by the Attendee, the remaining credit balance may be applied to 1 or more DSA class(es) until the full credit is exhausted (or the credit expires).
  - b. If the Attendee, or Alternate, registers for a DSA class that costs more than the original class cancelled by the Attendee, the credit will be applied to the new class as a partial payment. The Attendee will be responsible for paying the remaining balance due in order for the new class to be considered paid in full.
- iii. If the **Attendee** is a **No Show**, the Attendee will be provided with a credit in an amount equal to the original payment made by the Attendee. However, the same restrictions applicable to Attendees who are provided access to class materials in advance of the original Class Start Date shall apply to No Shows as well (i.e., the Attendee, or Alternate, may only take a Make-up Class of the same type as the original class for which the Attendee failed to attend).

## b. When the Attendee Has Not Paid in Full

- If the Attendee submits a written request to cancel their registration <u>30 or more</u> <u>days</u> in advance of the Class Start Date, the Attendee will be removed from the class.
  - 1. The Attendee will not be required to pay the invoice for the class for which cancellation has been requested.
- ii. If the Attendee submits a written request to cancel their registration <u>less than</u>
   <u>30 days</u> in advance of the Class Start Date, the Attendee will be removed from the class.
  - If the Attendee <u>has not been provided access to class materials</u> (hard copy or electronic) in advance of the original Class Start Date, the Attendee will not be required to pay the outstanding invoice for the class.

- 2. If the Attendee <a href="has been provided access to class materials">has been provided access to class materials</a> (hard copy or electronic) in advance of the original Class Start Date, the Attendee will be expected to pay the outstanding invoice for the class. Failure to pay an outstanding invoice may result in the Attendee (and/or others from the Attendee's institution) being unable to register for future classes offered by D. Stafford & Associates.
  - a. Once the invoice is paid, the Attendee will be issued a credit in the amount of the invoice that can be used by the original Attendee or an Alternate for a future class of the same type as the original class for which the Attendee was registered.
  - b. Credit issued for cancelled classes may not be used by more than 1 attendee from the same institution (i.e., the credit cannot be "split" among more than 1 person).
  - c. The credit shall expire <u>1 year</u> after the Class End Date of the original class for which the Attendee registered (regardless of when the invoice was paid and regardless of when the credit was issued).
    - Notably, the Attendee, or Alternate, must register for a Make-up Class within 1 year of the original Class End Date. However, the actual class need not occur within 1 year of the original Class End Date in order to use the credit.
    - ii. If the Attendee, or Alternate, cancels a Make-up Class for which a credit was used, the credit originally applied to the Make-up Class shall be forfeited.
    - iii. No refunds will be provided for unused credit. Any unused credit is valid until its expiration date and has no cash value.

- 3. If the <u>Attendee is a No Show</u>, and the Attendee was <u>provided access to class materials in advance</u> of the original Class Start Date, the Attendee will be expected to pay the outstanding invoice for the class.
  - a. Once the invoice is paid, the Attendee will be issued a credit in the amount of the invoice that can be used by the original Attendee or an Alternate for a future class of the same type as the original class for which the Attendee was registered.
  - b. Credit issued for cancelled classes may not be used by more than 1 attendee from the same institution (i.e., the credit cannot be "split" among more than 1 person).
  - c. The credit shall expire 1 year after the Class End Date of the original class for which the Attendee registered (regardless of when the invoice was paid and regardless of when the credit was issued).
    - Notably, the Attendee, or Alternate, must register for a Make-up Class within 1 year of the original Class End Date. However, the actual class need not occur within 1 year of the original Class End Date in order to use the credit.
    - ii. If the Attendee, or Alternate, cancels a Make-up Class for which a credit was used, the credit originally applied to the Make-up Class shall be forfeited.
    - iii. No refunds will be provided for unused credit. Any unused credit is valid until its expiration date and has no cash value.
- 4. If the <u>Attendee is a No Show</u>, and the Attendee <u>has not been provided</u> <u>access to class materials</u> (hard copy or electronic) in advance of the original Class Start Date, the Attendee will not be required to pay the outstanding invoice for the class. Failure to attend a class for which an Attendee has been registered, or failure to pay an outstanding invoice, may result in the Attendee (and/or others from the Attendee's institution)

being unable to register for future classes offered by D. Stafford & Associates.

# 3. Cancellations Initiated by D. Stafford & Associates

Should D. Stafford & Associates cancel a class for which 1 or more Attendees were registered, Attendees will be notified as soon as practicable.

## a. When the Attendee Paid in Full

- i. If the Attendee paid the invoice associated with their registration prior to being notified of the cancellation, the Attendee will be provided with an option to either:
  - 1. Receive a full refund (with no administrative fee), or
  - 2. Receive a credit in an amount equal to the original payment made by the Attendee.
- ii. No refunds will be given for issues or circumstances beyond the control of D. Stafford & Associates, which may include, but are not limited to: manmade or natural disasters, weather, campus conditions, hosting facility closures, public health emergencies, etc.
  - Refunds will typically be issued to Attendees when the class is cancelled by D. Stafford & Associates due to insufficient enrollment.
- iii. If the Attendee opts to receive a credit in lieu of a refund, the credit may be used by the original Attendee or an Alternate.
  - a. Credit issued for cancelled classes may not be used by more than 1 attendee from the same institution (i.e., the credit cannot be "split" among more than 1 person).
  - b. The credit shall expire <u>1 year</u> after the Class End Date of the original class for which the Attendee registered.
    - Notably, the Attendee, or Alternate, must register for 1 or more classes within 1 year of the original Class End

Date. However, the actual class(es) need not *occur* within 1 year of the original Class End Date in order to use the credit.

- ii. If the Attendee, or Alternate, cancels a Make-up Class for which a credit was used, the credit originally applied to the Make-up Class shall be forfeited.
- c. No refunds will be provided for unused credit. Any unused credit is valid until its expiration date and has no cash value.

### b. When the Attendee Has Not Paid in Full

i. If the Attendee has not paid the invoice associated with their registration prior to being notified of the cancellation, the Attendee will be removed from the class and will not be required to pay the invoice for the class for which cancellation has been requested.

Figure 1. Summary Cancellations Initiated by (or on behalf of) Attendees

