



Recreation Cancellation and Refund Policy

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Approving Committee:	Council
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Version	Date	Meeting Type	Resolution #	Reason for Change
2.0	June 25, 2024	Council		Regular review and update. Last update completed during pandemic.



1. Policy Statement

- 1.1 The purpose of this policy is to establish deadlines and penalties in relation to cancelled recreation services, along with circumstances where account credits and refunds may be provided. This policy speaks to the application of these principles to facility rentals, programs, memberships and all other recreation goods and services.

2. Purpose:

- To provide clients and staff with an outline of how cancellations will be processed and any applicable penalties.
- To outline a process for the issuance of refunds, account credits and administration fees.
- To explain the Township's authority in evaluating circumstances that may require discernment and judgment to determine refund eligibility.

3. Scope:

This policy establishes protocols for staff processing cancellations, account credits and refunds.

4. Policy Communication

This Policy will be available on the Recreation page of the Loyalist Township website.

5. Definitions

- 5.1 The terms below shall have the following meanings in this Policy:

"Township" means The Corporation of Loyalist Township.

"Administration Fee" means a fee charged as identified in the Miscellaneous Fees and Charges By-law.

"Business Day" means any day except any Saturday, any Sunday, or any holiday that Township offices are closed.

"Client" means an individual who has entered into an agreement with the Township by purchasing or agreeing to purchase a recreation product or service.

"Facility" means any space for which a permit is issued including but not limited to the arena, community halls, meeting rooms, parks, pool, sport courts, and sport fields.

"Facility Rental Agreement" means the agreement between an organization or individual and the Township for use of a designated municipal location(s) for a defined



period. The Facility Rental Agreement outlines the conditions of use for the permitted location(s), along with payment and cancellation terms.

“Membership” means any membership offered by the Township that may include but not be limited to aquatics, skating, fitness, and or any combination thereof.

“Occasional User” means individuals or organizations that rent a Township facility on a short-term basis but not an entire season.

“Miscellaneous Fees and Charges By-law” means the Municipal By-law outlining the fees for municipal services and activities; including facility rental fees.

“Permit Holder” means the individual whose signature appears on the Loyalist Township Facility Rental Agreement. The individual accepts responsibility for the conditions of use as outlined in the signed Facility Rental Agreement, along with payment and cancellation terms.

“Program” means any registered program through recreation and facilities.

“Refund Request Form” means the completed form required to process any refunds at the request of the Client/Permit Holder. This form is found on the Township website.

“Seasonal User” means any group or individual that is booking a facility for the duration of a season.

“Session” means a single class within a program. For example, an eight-week line dancing program offered one time per week contains eight sessions.

6. Cancellations

6.1 Facility Rentals – Township Authority

The Township reserves the right to reasonably postpone, reschedule or cancel any facility booking as a result of any of the following conditions:

- a) Should there be a breach of any conditions or regulations related to the use of the facility.
- b) Should the Township determine that the premises are not being used for the purpose specified on the Facility Rental Agreement.
- c) In the case of outdoor facilities, in order to prevent damage to the facility or injury to participants. Every attempt will be made to contact Permit Holders, and an update will be posted to the Township website. User groups are expected to respect facility closures for the safety of the participants and to maintain the integrity of the facility.
- d) On inclement weather days, if the closure happens prior to 3:00 p.m. Monday-Friday, the Township will contact the permit holder to advise them of the closure. After 3:00 p.m. and weekends the customer groups are asked to follow the Wet Surface Guideline.



- e) For emergency purposes or to comply with any government order or regulation including those related to public health and states of emergency.
- f) If the use poses a safety risk or may in any way conflict with the policies or reputation of the Township.

6.2 The Township also reserves the right to cancel any booking without cause, on short notice for certain purposes, including, but not limited to, special events, conflicting bookings, bookings made under a false pretense, or mechanical problems.

6.3 **General**

- a) For Seasonal Users, cancellations due to playoff eliminations will be permitted without a penalty and must be reported within one business day of the elimination(s); the returned times will be consistent for the remainder of the season.
- b) Severe weather cancellations will be approved by the Township on a case-by-case basis.
- c) Specific dates (blocks) within a season (including stat holidays and school breaks) that will not be required may be cancelled as per the deadlines noted in this policy.

6.4 **Seasonal Users**

- a) For Seasonal Users, if registration for the upcoming season is more or less than originally anticipated, the user may request an adjustment to their permit(s) within 30 days of the start of the season as defined by the Township through the annual allocation process.
- b) A block of time greater than two hours cannot be cancelled after the first 30 days of the season.
- c) After the first 30 days of the season, any time cancelled with 30 days or more notice will be subject to an administration fee.
- d) When contracted time is cancelled with 29 to 15 days notice, the Permit Holder will be financially responsible for 50% of the costs of the cancelled time.
- e) When contracted time is cancelled with 14 days or less notice, the Permit Hold will be financially responsible for the full cost of the cancelled time.
- f) Permit Holders are able to offer permitted times to another user group provided the transfer is approved by both groups, reported in writing three business days before the booked time, and approved by the Township. An administration fee will be applied if there are changes made to the original booking.
- g) Ice Permit Holders may offer permitted time slots at the contracted rate to the Township as a donation with the intent of a public event sponsorship. Donations must be made three business days prior to the booked time.
- h) Any outdoor facility time not utilized due to inclement weather must be reported in writing to the Township within one business day of the cancelled time to avoid penalty. Any unused field time not reported within one business day will be subject to the entire rental fee.



6.5 Occasional Users

- a) For Occasional Users any facility time cancelled within 15 business days or more notice will not be subject to penalty.
- b) When facility time is cancelled within 14 business days or less notice, the Permit Holder will be financially responsible for the full cost of the cancelled time.

6.6 Memberships

Withdrawal/refund requests made on or after 50 percent of the membership period has elapsed will be processed for medical reasons only, for the time remaining on the membership, and must be accompanied by a doctor's note. Requests will be processed as of the date of notification and cannot be backdated. All refund requests are subject to an administration fee.

6.7 Programs

In the event an individual is unable to attend a session (including private lessons and semi-private lessons), make-up sessions, refunds, or credits for missed sessions will not be offered.

6.8 Township Authority

- a) The Township reserves the right to cancel or alter any sessions, times, cost, or locations for programs without notice as required due to low enrolment, change of policy, availability of facilities or instructors, inclement weather, or for any other reason out of the control of the Township. Full refunds will be issued for course cancellations only.
- b) The Township has the authority to review all refund requests on a case-by-case basis and determine refund eligibility, whether the administrative fee will be assessed and the amount of the refund (if applicable).

6.9 Prior to Program Start Date

Withdrawals may be made up to seven days prior to the start of a program and a full credit will be placed on your account. Any withdrawal requests with less than seven days are subject to Township review. All refund requests may be subject to an administration fee except for medical reasons when accompanied by a doctor's note

6.10 On or After Program Start, Before the Third Session

Withdrawal/refund requests received on or after the start date of the program, regardless of session start time, will be pro-rated as of the date of notification and cannot be backdated. Withdrawal/refund requests may be made no later than one business day prior to the third session. A pro-rated credit for the remaining sessions can be left on the clients account for future program registration use. Refund requests



will be pro-rated as of date of notification and may be subject to an administration fee.

6.11 On or After the Third Session of the Program

Withdrawal/refund requests made on or after the day of the third session of the program, regardless of the class start time, will be processed for medical reasons only for the remaining sessions of the program and must be accompanied by a doctor's note. Requests will be processed as of the date of notification and cannot be backdated. Medical requests are not subject to an administration fee.

7. Refunds

- a) Any individual requesting a refund, either by cheque or to the original credit card that was used for payment, must complete a Refund Request Form.
- b) All refund requests are subject to an administrative fee, unless the withdrawal/cancellation is for medical reasons.
- c) If an individual wishes to have a credit on account paid out by cheque or to the original credit card, the refund will still be subject to an administrative fee and a Refund Request Form needs to be completed.
- d) Any refunds due to a Township cancellation will be for the full value paid minus any costs for sessions that may have already occurred. The refund would then be pro-rated.