

PAYMENTS & CANCELLATIONS OF PROGRAM REGISTRATIONS & FACILITY RENTALS

Policy number:	COMS 016
Responsibility:	Manager, Parks and Recreation
Approval:	General Manager, Community Services
Approval Date:	November 28, 2017, Revised December 13, 2023
Effective Date:	February 23, 2018
Date of Next Review:	January 2027

1.0 Purpose

The purpose of this Policy is to establish payment terms and cancellations of program registrations and facility rentals including the criteria under which refunds may be given, as outlined within the quick reference chart attached as Appendix 1.

2.0 Scope

This Policy applies to:

- All program registrations and facility rentals.
- All users and user groups, including non-profit and charitable groups and Council approved youth groups.

This Policy does not apply when the use of the facility is subject to internal use (i.e., facilities used for the operation of staff training, staff meetings, etc.).

Fees to rent facilities and other applicable charges are updated annually within the Fees for Services By-law.

3.0 Definitions

“**Contract**” means formal issuance, by the City, to a person or group for the rental of space under the City's standard Terms and Conditions. May include additional charges for costs incurred for services over and above the facility rental fees (i.e., insurance).

“**Credit on Account**” means the value of the amount owing to a customer, after they have withdrawn from a program or cancelled a rental that can be applied towards future transactions on the same account.

“**Facility**” means meeting rooms or areas, pool use, arena space including ice rink or floor rentals, park space, picnic areas, sports fields, and other facilities

which are owned or operated by the City of Sarnia. Properties are not included if they are leased or under management and operation agreement for long-term use.

“General Manager” means the General Manager of Community Services or designate.

“Long Term Contract” means a contract that includes a series of regular dates over a span of more than one month.

“Short Term Contract” means a contract that includes one or more rental dates not exceeding the span of one month.

4.0 Policy

Contracts

A contract listing outlining date(s) booked is issued for all facility rentals. The Terms of Use must be accepted by the customer(s) prior to use of the facility. Failure to acknowledge or comply with the terms and conditions outlined within the Terms of Use of a contract will result in the City cancelling the booking. If the customer wishes, they may re-book, provided all Terms of Use are met and the space is still available.

Placing Facilities on Temporary Hold

Due to demand, program registrations and rentals for ice, pools, facilities, sports fields, and parks will not be placed on temporary hold. This excludes public festivals and events that are covered under COMS 002 “Festival and Event Policy.”

Weddings held at the Seaway Kiwanis Pavilion are permitted to be held up to one year in advance of the wedding date, provided that the deposit as outlined in the Fees for Services By-law is received.

Payment Terms

The City’s standard payment terms are based on the principle of full payment or payment plan arrangements in advance of use.

Short Term Contracts and Program Registrations:

- Payment is due at the time of booking for all short-term rentals and program registrations.

Long Term Contracts:

- Full payment is required on the first business day of the month following the booking (e.g., payment for July rentals is due on the first business day of August).
- The City may require full payment in advance, at the time of booking, due to previous non-compliance with the City's standard payment terms.

Festival and Event Major Use of a Community Park:

- Payment is due 14 days before rental date as outlined in COMS 002 "Festival and Event Policy."

Alternate Payment Terms

Alternate payment terms may be established for an individual contract with written approval from the General Manager when, in their opinion, the customer has an established history of meeting payment commitments.

Overdue Accounts

All payments must be made when due. The General Manager may authorize the cancellation of contracts if payments are not made when due. In addition, they are authorized to withhold all future bookings if payments are not made when due.

New booking requests will not be considered until all outstanding balances are paid in full or until the General Manager has authorized an alternative payment plan.

An overdue account is defined as any balance that is 30 days overdue, determined by the invoice date. These accounts shall be subject to late charges and monthly interest as per the Fees for Services By-law. Interest is applied to the overdue invoice each month until payment is received in full. Uncollected accounts will be forwarded to a Collections Agency after six (6) months.

Payment Methods

Payments may be made by cash, credit card, debit card, or cheque payable to the City of Sarnia. Payments which have not been honoured by the bank must be paid immediately upon notification by the City. The City reserves the right to cancel and/or revoke the contract until full payment is received. An administrative fee, as outlined in the City's Fees for Services By-law, will be charged for each declined payment. Certified cheques may be required from customers with a history of declined payments.

Transfers

Transfers to another program, location, date, or time at the request of the customer may be permitted depending on the availability of programs, facilities, and staff resources.

When transferring from one program or bookable area to another at a higher rate, additional fees will be charged. When transferring from one program or bookable area to another at a lower rate, the payment due will be adjusted to the lower rate. If full payment has been made, the difference will be refunded or credited to the customer's account.

Circumstances may arise which would necessitate the City transferring a booking to another City location. In this case, no additional charges will be applied. If the customer is transferred to a facility at a lower rental rate, the City will refund the difference or credit the customer's account.

Cancellations or Refunds

A customer may cancel a program registration or terminate a contract, or a specific date or time within a contract, at any time; however, an administrative fee, as outlined in the Fees for Services By-law, may apply as outlined in Appendix 1. Amounts collected for City insurance will be refunded in full at the time of cancellation, if applicable.

Cancellations may be refunded or credited to a customer's account, in whole or in part, as outlined in Appendix 1 if there are extenuating circumstances such as a medical condition. The City may require documentation to support a refund request. Approval and consultation to determine the refund or credit requires the approval of the General Manager.

Documentation, including notes in the account, outlining the justification for the refund or credit must be retained for audit purposes.

Cancellation and refund requests can be made in writing or in person at City Hall Community Services or the Strangway Community Centre, by telephone 519-332-0330, or by email to parksandrecreation@sarnia.ca.

Once approved, please allow two to four weeks for refund processing. Submission of a refund request does not guarantee that a refund will be issued and non-attendance at a rental and/or program does not constitute notice of withdrawal.

Refunds will be issued by original method of payment when possible or by cheque.

Refund options for ice rentals shall adhere to the Council adopted City of Sarnia Arena Administration and Allocation Policy.

Cancellation by the City

The City reserves the right to cancel a program or contract, or individual dates or times, at its sole discretion. This may include, but is not limited to, inclement weather, emergency situations, unscheduled facility maintenance, government elections, etc. Should the City be required to cancel a contract without transferring the customer to another City facility, a full refund or an account credit to the customer's account will be provided.

Unused Credits on Account

A customer may have a credit on account due to an overpayment or a refund that was credited to their account that was not used in full. The City does not accrue or pay interest on any credits on account. Credits cannot be transferred between accounts.

Annually, an analysis of active and unclaimed credit balances for possible refund that are one year or older will be examined subject to the following:

1. Accounts which have not registered a transaction in one year from the last recorded transaction will be deemed inactive.
2. If an account is deemed inactive and the cumulative value of the credits is less than or equal to \$25.00, they will not be refunded, and the credit will be transferred directly to the City's General Funds.
3. If the value is more than \$25.00, staff will make two (2) attempts to contact the owner of each customer account to arrange for a refund of the credit less an administrative fee as outlined in the Fees for Services By-law using one or more of the following methods:
 - a. Phone number on the account
 - b. Email address on the account
 - c. Direct mailing address on the account

The City will make all reasonable attempts to contact the account holder within 30 days of the account becoming inactive.

5.0 Roles and Responsibilities

Manager:

- Ensure compliance with this Policy.
- Post and communicate this Policy to the public.

Employee

- Ensure this Policy is applied consistently.

6.0 Related Policies

CS 023	Accounts Receivable – Past Due Accounts
COMS 002	Festival and Event Policy
COMS 005	Arena Administration and Ice Allocation
COMS 010	Sports Field Allocation
	Fees for Services By-law

APPENDIX 1: REFUND OPTIONS

Timing of Request	Refund Received
More than 14 business dates prior to the rental or start date	Full refund or account credit less the administrative fee as per the Fees for Services By-law
Less than 14 business days prior to the rental or start date	Account credit for the full amount less the administrative fee as per the Fees for Services By-law
On the day of or after the rental or start date	No credit or refund will be issued
Participant can no longer attend a program or rent a facility due to an extenuating circumstance (a doctor's note may be required)	Prorated account credit for any classes, courses, or dates remaining from date of notice less the administrative fee as per the Fees for Services By-law, upon approval
City cancels your facility rental or program	Full refund or account credit will be issued as determined
Account Credit	See Unused Credits on Account section above