



# Payments & Cancellations of Program Registrations & Facility Rentals

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## **POLICY STATEMENT**

This policy establishes payment terms for payments and cancellations of program registrations and facility rentals and the criteria under which refunds may be given, as outlined within the quick reference chart attached as Appendix 1.

## **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 City programs, staff meetings, etc.).

Fees to rent City facilities and other applicable charges are established annually, within the Fees for Services By-Law.

## **DEFINITIONS**

For the purposes of this policy:

Permit: 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).

Director: The Director of Parks & Recreation or his/her designate.

Facility: Meeting rooms or areas, pool use, arena space including ice rink 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.

Long Term Permits or Long Term Contracts: a permit or contract that includes a series of regular dates over a span of more than one month.

## **PERMITS**

A permit listing outlining date(s) booked is issued for all facility rentals. The Terms of Use must be accepted by the customer(s) and users prior to use of the facility. Failure to acknowledge or comply with the terms and conditions outlined within the "Terms of Use" of a permit will result in the City cancelling the booking. If the customer wishes, he or she may re-book, providing 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.

## **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 Permits & Program Registrations*

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

### *Long Term Permits*

- Full payment is required on the first business day of the month following the booking (e.g. Payment for July rentals are due on the 1<sup>st</sup> 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**

Standard payment terms are:

- *Payment is due 14 days before rental date.*

## **STATEMENT OF ACCOUNTS**

Statement privileges are available upon request by government agencies, school boards and Council approved youth groups.

Monthly statements are issued on the first business day of the next month for all amounts owing. Payment is due within 30 days. The account status of Statement Payment Customers will be monitored and those that do not meet the required payment terms may be required to pay in advance.

## **ALTERNATE PAYMENT TERMS**

Alternate payment terms may be established for an individual permit or rental with written approval from the Director when, in their opinion the customer has an established history of meeting payment commitments.

## **FAILURE TO MEET PAYMENT TERMS**

All payments must be made when due. The Director may cancel bookings 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 Director has authorized an alternative payment plan. Overdue accounts shall be subject to monthly interest as per the Fees for Service By-law and shall be forwarded to a Collections Agency after 6 months.

## **PAYMENT METHODS**

Payments may be made by credit card, cash, 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 the booking or to revoke booking and/or statement privileges 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 location or date at the request of the customer may be permitted depending on the availability of facilities and staff resources.

When transferring from one bookable area to another at a higher rate, the additional fees will be charged. When transferring from one 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 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.

### **REFUND APPROVAL**

Approval and consultation to determine the refund and/or compensation require the approval of the Director.

In all cases, documentation outlining the justification for the refund or credit must be retained for audit purposes.

### **CANCELLATIONS OR REFUNDS**

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

#### Council Approved Youth Groups

Meeting rooms that are booked at no charge by Council approved youth groups must be cancelled if they will not be used. Charges outlined in the Fees for Services By-Law, will be applied if notice is not provided.

#### Cancellation by the City

The City may cancel a permit, or individual dates within a permit, due to inclement weather, emergency situations, unscheduled facility maintenance, government elections, etc. Should the City be required to cancel a permit without transferring the customer to another City facility, a full refund or a credit to the customer's account will be provided.

Cancellations may be refunded or credited to a customer's account, in whole or in part as outlined on the Appendix below if a booking error occurred or 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 and/or compensation require the approval of the Director.

Documentation, including notes in the account, outlining the justification for

the refund or credit must be retained for audit purposes.

Program cancellation and refund requests can be made in writing or in person at City Hall Parks & Recreation or Strangway Community Centre, by telephone 519-332-0330, or by email to [parksandrecreation@sarnia.ca](mailto: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 program does not constitute notice of withdrawal.

Refunds will be issued by original method of payment when possible, or cheque. Refund options for Ice Rentals shall adhere to the Council adopted, City of Sarnia Arena Administration and Allocation Policy and Procedures document.

### **APPENDIX 1: REFUND OPTIONS**

<b>Timing of Request</b>	<b>Refund Received</b>
If we receive your Refund Request <b>more than 14 business days prior to the rental or start date...</b>	You will receive a full refund less the administration fee as per the Fees for Services.
If we receive your Refund Request <b>less than 14 business days prior to the rental or start date...</b>	You will receive a credit on account for the full amount, less the administration fee as per the Fees for Services.
If we receive your Refund Request on the day of or <b>after the facility rental date or the first day of a program...</b>	No credit or refund will be issued.
If we receive your Refund Request indicating that the participant can no longer attend a program or rent a facility due to an extenuating circumstance (a doctor's note may be required)...	Upon approval, you will receive a prorated credit for any classes or courses remaining.
If we cancel your program or need to cancel your facility rental...	A full credit or refund will be issued as determined by the user.