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| <b>Policy Title:</b>      | Recreation and Cultural Services Refund Policy | <b>Policy Number:</b> | 740-04 |
| <b>Date of Adoption:</b>  |  | <b>Motion Number:</b> |        |
| <b>Date of Amendment:</b> |  | <b>Motion Number:</b> |        |

**1. Purpose:**

- 1.1. To provide a fair, consistent, and transparent process for issuing Recreation and Cultural Services Refunds, Transfers and/or Withdrawals.

**2. Definitions:**

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| <b>Account</b>        | An ongoing record of financial transactions made by a specific Customer and/or family, as well as basic personal information and contact details.                                      |
| <b>Administration</b> | An employee, contract employee, or volunteer of the City of Lloydminster.  |
| <b>Admission</b>      | Individual fee for a one-time visit to a City Facility.  |
| <b>Bookings</b>       | Time scheduled in a Facility by a customer for any activity not programmed by the City.  |
| <b>Business Day</b>   | Any day other than a Saturday, Sunday, or statutory holiday in Alberta and/or Saskatchewan.  |
| <b>City</b>           | The corporation of the City of Lloydminster.   |
| <b>Consignment</b>    | The City may receive items from Customers to sell on their behalf. The City pays the Customer a portion of the proceeds from the sale of the item.                                     |
| <b>Customer</b>       | Any individual other than Administration at a City Facility.   |
| <b>Event</b>          | A planned public or social occasion.   |
| <b>Facility</b>       | A building or property where the City provides Services, Programs, or is operated by the City of which Customers have access, with the exception of the RCMP building and the Airport. |
| <b>Hold</b>           | A temporary period where membership dues are not charged.  |
| <b>Meeting Rooms</b>  | Meeting rooms located at City Facilities that are open for public bookings, excluding the auditorium.  |
| <b>Membership</b>     | Individual fee for access to a Facility for a set period.  |
| <b>Multi-Passes</b>   | Individual fee for multiple passes to access a Facility.   |
| <b>Outdoor Fields</b> | Includes all ball diamonds, rectangular fields (soccer, tennis courts, etc.) and any other outdoor sports playing surface owned and/or operated by the City of Lloydminster.           |
| <b>Programs</b>       | An activity, course, or class organized and operated directly by the City of Lloydminster.   |
| <b>Pro-Rated Fee</b>  | The reduction of the value of a Refund or a credit on an   |

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|                       | account equal to the proportion of the program length that has elapsed.   |
| <b>Retail Items</b>   | Sale of merchandise including Consignment items.  |
| <b>Refund</b>         | The repayment of a purchase to a Customer.  |
| <b>Special Events</b> | Large bookings that require a significant amount of time or a significant number of Facilities to be booked at once such as tournaments, competitions, performances, etc. |
| <b>Transfer</b>       | A withdrawal from a Program and simultaneous registration in an alternate Program.  |
| <b>Withdrawal</b>     | The removal of a Customer from participation in an activity, with a Refund of payment, where applicable, either when initiated by the Customer or by the City.            |

### 3. Scope:

- 3.1. This Policy applies to all Memberships, Multi-Passes, Programs, Bookings, Retail Items, and Admissions sold by the City of Lloydminster.
- 3.2. This Policy applies to members of Administration and Customers.

### 4. Facility Bookings:

- 4.1. All cancellation requests shall be communicated directly to the Facility in written format and shall include the Booking contact name and rental date.
- 4.2. SSC Fieldhouses, Outdoor Fields, Bud Miller Park, Bioclean Aquatic Centre, fall and winter ice surface Bookings, Meeting Rooms and arena dry floor cancellations shall be processed as follows:
  - 4.2.1. Cancellations made within a minimum of five (5) business days prior to start of the scheduled Event(s) shall receive a full refund.
  - 4.2.2. Cancellations made within five (5) business days or less will receive no Refund.
- 4.3. Spring and summer ice surface Bookings and Special Event cancellations held at all Facilities shall be processed as follows:
  - 4.3.1. Cancellation requests made for more than four (4) hours per week of the rental Booking must be made a minimum of fifteen (15) business days prior to the start of the scheduled Event to receive a full refund.
  - 4.3.2. Requests made to cancel up to four (4) hours per week of the rental Booking must be made a minimum of five (5) business days prior to the start of the scheduled Event to receive a full refund. Additional cancelled hours shall receive no refund.
- 4.4. Auditorium cancellations shall be processed as follows:

- 4.4.1. Cancellations received more than ninety (90) calendar days prior to the Event shall receive a full Refund of damage deposit and rental price.
  - 4.4.2. Cancellations received less than ninety (90) days but more than thirty (30) days prior to the Event shall receive 50% of the damage deposit and the full rental price.
  - 4.4.3. Cancellations received less than thirty (30) days prior to the Event shall receive no Refund.
- 4.5. Refunds may be provided for cancellations that occur as a result of unknown extraordinary circumstances including, but not limited to, inclement weather, playoff cancellations, team related illness and shall be provided at the sole discretion of Administration.

## **5. Programs:**

- 5.1. All cancellation or Transfer requests shall be provided in writing to Administration and include the name of the participant(s), guardian(s), Program and Facility, and the Program date(s).
- 5.2. Registrations received after the start date of the Programs may be accepted if they can be accommodated. The Customer shall pay a Pro-Rated Fee based on the number of days remaining in the program.
- 5.3. The City reserves the right, at its sole discretion, to cancel any Program due to low enrollment, inclement weather, or any other reason. The Customer shall receive a full Refund if a Program is cancelled by the City.
- 5.4. Program cancellations shall be processed as follows:
  - 5.4.1. Cancellations received more than seven (7) business days prior to the start date of the Program shall receive a full Refund or Credit, unless otherwise advertised or noted in registration forms.
  - 5.4.2. Cancellations received less than seven (7) business days prior to the Program start date, but more than twenty-four (24) hours prior to the Program start date shall receive a partial Refund or Credit of 50%.
  - 5.4.3. Cancellations received less than **one (1) business day** before a Program start date shall receive no Refund.
- 5.5. Transfers from one Program to another Program are subject to class capacity and shall not be approved if the Transfer results in the cancellation of the original Program or over capacity of the requested Program.
- 5.6. Customers approved for Transfers shall pay the difference of fees, if applicable, prior to the start date of the Program.

5.7. Transfers are not allowed after the start date of a Program.

## **6. Admissions**

6.1. No Refunds, Holds or Transfers shall be provided for any Admission at any Facility.

6.2. Multi-Passes may be transferred to a different Customer, **at an equivalent or lower value**, at a Customer's request.

6.3. Multi-Passes shall expire two (2) years from the date of purchase.

## **7. Memberships**

7.1. Memberships may receive a pro-rated Refund and may be subject to a cancellation fee.

7.2. A temporary Hold may be issued for a Membership if a Facility is closed for longer than seven (7) calendar days.

7.3. A temporary Hold may be issued for a Membership if a customer cannot attend for longer than seven (7) calendar days, up to no longer than sixty (60) calendar days, as per the Membership agreement. The Customer shall provide Administration the return date at the time of the Hold. The expiration date of the Membership shall be extended the number of days the Hold occurs.

7.4. Memberships cannot be put on Hold within the first thirty (30) days of purchase.

7.5. Recurring Payments for Memberships may receive a pro-rated Refund subject to a cancellation fee prior to the contract end date.

## **8. Green Fees:**

8.1. Season passes are nonrefundable.

8.2. Corporate ticket packages shall be valid only for green fees and shall not be used for tournament fees.

8.3. Multi-Passes shall expire two (2) years from the date of purchase.

## **9. Merchandise Sales:**

9.1. Merchandise may be returned or exchanged only with the original tags attached, up to fourteen (14) calendar days after date of purchase.

9.2. For sanitary purposes, exchanges and returns on bathing suits shall not be permitted.

9.3. All Consignment sales shall be final.

## **10. Exceptions:**

- 10.1. The death of an immediate family member prior to or during a Program or Facility rental shall result in special consideration in this Policy.
- 10.2. The City may approve Refunds outside the scope of this Policy to accommodate medical circumstances and/or other extenuating circumstances. The Customer may be required to present a letter from a health care professional confirming their inability to participate in recreational activities relevant to their Membership or Rental. All Refunds for medical circumstances and/or other extenuating circumstances shall be approved at Administration's sole discretion.
- 10.3. The City may permit a credit on account or a coupon if the Customer's participation was interrupted due to unknown circumstances at Administration's discretion.
- 10.4. The City may allow Customers to put their Refunds on credit to be used for other services should they wish, with the exception of Facility rentals.
  - 10.4.1. Credits will expire within two (2) years of issue.
- 10.5. Any Customer who is removed from a facility in accordance with City Policies and procedures governing behavior and safety may not receive refund.
- 10.6. The City reserves the right to cancel any Booking or Program. The City shall endeavor to provide reasonable notice to the Customer of such termination and shall Refund the Customer any fees paid pursuant to the Booking or Program for which no benefit was received by the Customer.

## **11. Penalty:**

- 11.1. Any member of Administration found to be in violation of this Policy may be subjected to a disciplinary action. Such action may be dependent upon the nature of the breach of this Policy; discipline may range from a verbal warning to dismissal with cause.

## **12. Responsibility:**

- 12.1. City Council shall review and approve all policies.
- 12.2. Administration shall administer this policy through the use of a supporting procedure.
- 12.3. Sponsoring Department shall be responsible for creating and amending a supporting procedure.