

	Policy No. and Title:	2000-01 – Fees, Cancellations, and Refunds Policy		
	Department:	Community Services	Approved By:	Council
	Approval Date:	N/A	Resolution No:	N/A
	Revision Date:	N/A	Resolution No:	N/A

**POLICY STATEMENT / PURPOSE**

This Policy sets out the Department of Community Services guidelines and processes for setting fees, invoicing, receiving payments, and administering cancellations and refunds.

The purpose of the policy is to:

- To define Facility, Program, and other service charges, rates, and fee types, and to provide guidelines for the application and processing of rates and fees.
- To ensure that Facility, Program, and other service charges, rates, and fees are prepared and applied in a fair, consistent, and effective manner.
- To ensure that Program registration, Facility Booking, and other service cancellation and refund privileges are not abused.
- To provide flexibility in addressing existing and emerging community needs.

**DEFINITIONS**

**“Adult Organization/Group”** means an organization, club, group, or individual that does not qualify as a Youth Organization/Group.

**“Booking”** means an individual Facility time slot that is dedicated to a specific User. An example of a Booking is Minor Hockey on March 12, 2023 from 8:00am to 9:00am in the arena.

**“CAO”** means the Chief Administrative Officer for the Town of La Ronge, or their duly appointed designate.

**“Casual User”** means a User that is not defined as a Regular User.

**“Contact Person (or Alternate)”** means the User’s primary account holder(s) or an alternate designated by the primary account holder(s). The Contact Person must be the adult(s) listed on the account.

**“Clean-up Rate”** is a special rental rate where clean-up occurs on a day following the primary use associated with a Booking. The clean-up rate only applies if the clean-up is completed by 2pm on the day immediately following the primary use.

**“Council”** means the duly elected officers of the Town of La Ronge and the Chief Elected Officer or Mayor.

**“Day Rate”** means a special rental rate that is offered for Booking a Facility for a calendar day.

**“Department”** means any organizational unit of the Municipality designated as a Department by the Municipality.

**“Facility”** means those Community Services Department operated venues that are available for User Bookings or Spontaneous Use, including Facility equipment and grounds.

**“Ice Floods”** may be scheduled as deemed necessary by the Manager. Ice Flood times between Bookings shall not be charged to any Users. Flood times within a Booking (e.g., between periods, after warm-ups, etc.) will be billable at the applicable rates.

**“Manager”** means the Manager of the Municipality’s Community Services Department, or the employee(s) designated by the CAO to implement this Policy.

**“Municipality” or “Town”** means the Town of La Ronge located in the Province of Saskatchewan.

**“Non-Prime Time Rate”** means a special discounted rental rate for arena Bookings that occur outside of Prime Time Hours.

**“Office”** means the Town of La Ronge administrative office located at 1212 Hildebrand Street in La Ronge, Saskatchewan.

**“Prime Time Hours”** means those arena Booking’s between 4:00pm and midnight on weekdays, as well as all hours on days when public school is not in session (e.g., Statutory Holidays, weekends, school professional development days, etc.)

**“Program”** means any program that is directly offered and/or coordinated by the Community Services Department (e.g., fitness classes, swimming lessons, and public skating).

**“Regular Ice Season”** means the period of time where ice is present on the arena’s playing surface and the facility is available for public use and Bookings. The Regular Ice Season begins the 4<sup>th</sup> Monday of August and is over after the last Sunday in March of each year. At the discretion of the Manager, this season may be extended (e.g., to complete scheduled league playoffs or to host Tournaments and Special Events).

**“Regular User”** means a User that averages 1 or more Bookings per week for a given Facility.

**“Rentals”** are made up of either a single Booking or multiple Bookings.

**“School Use”** means any Booking by schools in the Municipality for activities that occur during regular school operating hours as part of the approved school curriculum, including preschools and daycares.

**“Set-up Rate”** is a special rental rate for where set-up (e.g., decorating or leaving a Facility decorated) occurs as part of a Booking of 1 day or more in length.

**“Spontaneous Use Facilities”** means Municipally operated venues that are not available for dedicated User Bookings, including playgrounds, tennis courts, trails, parks, and open spaces.

**“Summer Arena Ice”** means arena ice that is available for Booking during dates that are outside of the Regular Ice Season.

**“User”** refers to anyone who wishes to use a Community Service Program or Facility.

**“Youth Organization/Group”** means an organization, club, or group (including extracurricular school activities) with at least 75% of its membership or participants composed of individuals less than 18 years of age.

## **POLICY STATEMENTS**

### **1.0 SETTING FEES**

#### **Facility Rentals**

- 1.1 Fees for Facility Rentals will be established by researching fees for “like” facilities, especially those municipalities of a similar size in Saskatchewan. Municipal fees are then established within the range of researched fees provided and presented to Council for approval.
- 1.2 The rates and approval of Summer Arena Ice Bookings will be at the discretion of Council on a case-by-case basis.
- 1.3 A damage deposit will only apply to Facility Rentals for Casual Users.
- 1.4 The Adult Organization/Group hourly rental rates for a Facility shall be the base rate for all hourly rental rates for that Facility.
- 1.5 The Youth Organization/Group hourly rental rate for Facilities shall be set at 70% of the applicable Adult Organization/Group Rate.
- 1.6 The School Use of Facilities is free, subject to availability of staff and Facility.
- 1.7 The Non-Prime Time hourly rental rate shall be set at 50% of the applicable hourly Rental rate.
- 1.8 When it is determined that staffing of a Facility is required, the hourly rental rate for Facilities on Municipally recognized Statutory Holidays shall be set at 150% of the applicable Adult Organization/Group Rate.
- 1.9 A Day Rate may be established for a Facility rented by the hour. This rate will be established by multiplying the applicable hourly rate by 6.
- 1.10 The Set-up or Clean-up daily rental rate shall be set at 50% of the applicable Day Rate. Determining the applicability of these rates shall be at the discretion of the Manager.

#### **Facility Passes and Admissions**

- 1.11 Fees for Facility single admissions to the arena are free.

#### **Spontaneous Use Facilities**

- 1.12 There are no provisions for the dedicated Booking of Spontaneous Use Facilities, and no fees will be charged in association with the use of Spontaneous Use Facilities by the public (except for any applicable permit fees).

## Programs

- 1.13 Program fees will be established at the discretion of the Manager, who shall consider the following:
- the need to work within the guidelines of the approved net Operating Budget for Program areas;
  - Programs should be budgeted to achieve the following minimum cost recovery targets:
    - Adult Programs – 100% cost recovery
    - Youth Programs – 70% cost recovery
  - Program related expenditures to be included in a cost recovery calculation are: 3<sup>rd</sup> party instructors or consultants, travel costs, 3<sup>rd</sup> party facility admissions or rentals, and program materials and equipment. In addition, 5% of the expenditure subtotal should be added to the net expenditures in consideration of marketing and general administrative costs;
  - Program related revenue streams to be included in a cost recovery calculation are: sponsorships, grants, donations, subsidies, registration fees, and drop-in/admission fees.

## General Conditions and Provisions

- 1.14 The Community Services Fee Schedule is attached as Appendix A and forms part of this Policy. Appendix A will be reviewed by Council annually as part of the Municipality's annual budget development process. Annual changes to the Fee Schedule will be in effect January 1 of each year, with the exception of the arena ice, which will be in effect May 1 of each year.
- 1.15 Council may enter into agreements and leases for Facilities, Programs, and services that supersede those fees outlined in this Policy.
- 1.16 The Manager may use discretion to set fees for additional goods and services not specifically identified in this Policy.
- 1.17 Except where specifically indicated, any applicable taxes (including, but not limited to the Federal Goods and Services Tax) will be included in the prices in this Policy.

## **2.0 INVOICING, BILLING, AND PAYMENTS**

### **Facility Rentals**

- 2.1 Prior to any Booking being accepted, Users must provide proof of Liability Insurance in the amount of two million (2,000,000.00) dollars with the Municipality identified as an additional named insured. Users may be exempt from this requirement upon approval of the Manager based on the risk associated with the Booking activities.
- 2.2 All Users are issued a Permit for their Booking that outlines all the applicable terms and conditions. The User's Contact Person must sign the Permit at the time of Booking, and a signed copy of the Permit is retained on file with the Department of Community Services.

- 2.3 Invoices are to be sent out to Regular Users by the Department of Community Services at the end of every month. All other Users must pay prior to a Booking.
- 2.4 Invoiced payments are due to the Office within 60 days net receipt of invoice. Overdue accounts will be charged interest at a rate of 2% per month.
- 2.5 At the discretion of the CAO, Users with accounts 61 days or more overdue or who have a cheque returned NSF may be denied Facility privileges until the overdue amount is paid.
- 2.6 As soon as reasonably possible following every Booking, staff will conduct an inspection to verify that the Facility is clean and free of damages. Any Facility that is not left in the state it was received will be subject to all repair charges and the labor/cleaning charges established in this Policy.
- 2.7 Regular Users must provide to the Manager, and keep up-to-date, account Contact Person(s) and Board of Directors contacts (if applicable).

### **Program Registrations**

- 2.8 All Users are issued a Permit for their Program registration that outlines all the applicable terms, conditions, and waivers (if applicable). Program fees cover access to registered programs only on the dates and times listed on their registration Permit. The User's Contact Person must sign the Permit, and a signed copy is retained on file with the Department of Community Services.
- 2.9 All Users of Programs must pay any applicable fees at the time of Program registration. A User does not have the rights and privileges granted by a Program until the applicable payment is received by the Office.

### **General Conditions and Provisions**

- 2.10 Any transaction that is taken over the phone or via electronic means will only be processed as confirmed when accompanied by payment.
- 2.11 Acceptable payment methods include cheque (payable to the "Town of La Ronge"), cash (Canadian funds only), interac, and credit card transactions (subject to user fees). Cheques will not be accepted if they are post-dated.

## **3.0 REFUNDS AND CANCELLATIONS**

### **Facility Rentals**

- 3.1 User cancellations for Bookings of less than 4 hours that are received 7 or more days prior to the Booking will not be subject to any fees.
- 3.2 Users that do not provide 7 or more days cancellation notice for a Booking of less than 4 hours will be charged the full fee associated with their Booking excepting when:
  - the User who is cancelling is successful in finding another User willing to pay for the Booking in question;

- the cancellation is due to dangerous weather conditions;
  - the cancellation occurs as a result of playoff scheduling;
  - special circumstances are approved by the Manager.
- 3.3 User cancellations for Bookings of 4 hours or more that are received 14 or more days prior to the Booking will not be subject to any fees.
- 3.4 Users that do not provide 14 or more days notice for a Booking cancellation of 4 hours or more will be charged the full fee associated with their Booking excepting when:
- the User who is cancelling is successful in finding another User willing to pay for the Booking in question;
  - the cancellation is due to dangerous weather conditions;
  - the cancellation occurs as a result of playoff scheduling;
  - special circumstances are approved by the Manager.
- 3.5 Any Booking swaps, cancellations, or amendments will be considered processed once the Manager acknowledges the receipt of written or electronic notice from the Contact Person(s).
- 3.6 In the event of Municipal initiated Booking cancellations, 100% of the Booking fees will be refunded to the User.

### **Programs**

- 3.7 User withdrawal from a Program 14 or more days in advance of the first class will not be subject to any cancellation conditions or fees.
- 3.8 User withdrawal from a Program less than 14 days in advance of the first class, but more than 72 hours prior to the first class, are subject to a cancellation administrative fee of 20% of the program registration value or \$10.00, whichever is greater.
- 3.9 User withdrawal from a Program after a Program has started, or with less than 72 hours prior to the first class, will only be permitted with written confirmation of a medical condition or residence relocation that prevents participation in the Program's activities. Any such cancellation refunds will be pro-rated, and an administrative fee of \$10.00 will be retained.
- 3.10 In the event of Municipal initiated cancellation of a Program class or classes, every effort will be made to reschedule and make up the cancelled class or classes. In the event that the class cannot be re-scheduled, or the rescheduling does not work for the User, the User will be given a pro-rated refund.
- 3.11 In the event of Municipal initiated cancellation of the entire Program, 100% of the Program fee will be refunded to the User.

### **General Conditions and Provisions**

- 3.12 All User cancellation requests will be considered processed when written, electronic, or in-person notification occurs from the account's Contact Person.
- 3.13 The Municipality reserves the right to cancel Programs to accommodate Municipal Special Events, necessary facility maintenance, or in the event that a scheduled Program should not fill to the minimum participant requirements established by the Municipality. In rare and extreme cases, this may also apply to Bookings. In the event of Municipal initiated cancellations, the User(s) Contact Person(s) will be notified as soon as possible of the cancellation through verbal, written, or electronic means.
- 3.14 The Municipality reserves the right to cancel a Booking or Program registration should a User breach any Municipal Policy.
- 3.15 The Municipality assumes no liability for cancelled Programs or Bookings/Rentals, including those Bookings/Rentals for special events and tournaments.
- 3.16 All refunds will either be credited to the User's account or issued by cheque within three weeks of the request, at the preference of the User.

## **TOWN OF LA RONGE**

---

Lyle Hannan, CAO