

<b>Title:</b>	<b>Leisure Services Refund Policy</b>
<b>Amended on:</b>	<b>June 22, 2023</b>
<b>Adopted by:</b>	<b>Director of Leisure Services</b>
<b>Jurisdiction of Policy</b>	<b>Leisure Services Department</b>
<b>Effective Date:</b>	<b>August 1<sup>st</sup>, 2023</b>

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### 1. Purpose

The purpose of the policy is to provide specific guidelines regarding the cancellations, refunds and transfer policies of recreation courses, programs, and membership within the Leisure Department.

### 2. Definitions

- 2.1 **Casual User Group:** A rental that is a one off and does not consecutively rent with the City. Examples would include birthday parties.
- 2.2 **Drop-in Program:** Any City-operated drop-in program as outlined on the drop-in schedule.
- 2.3 **Emergency Closures:** Utility disruptions, mechanical failure or emergency actions that require a facility to be closed.
- 2.4 **External Party:** An outside individual, family, company, business, club, organization, etc., with no legal affiliation or belonging to the City.
- 2.5 **Inclement Weather:** Severe weather including but not limited to; lightning, thunder, hail, snow, and heavy wind that required a facility to be closed. Rain, cold temperature, or cloud cover are not considered inclement weather.
- 2.6 **Membership:** City Leisure facility access, Spark Centre Membership, Leisure Centre Membership or Leisure Super Passes clearly defined as 1 Month, 3 Month, 6 Month, or Annual terms.
- 2.7 **Refund:** Cheque, client credit or credit card refund for the initial purchase of course, program, rental, or membership.
- 2.8 **Registered Course or Program:** City-operated activities or events with defined start and end dates paid in advance at the time of registration.
- 2.9 **Regular User Groups:** Local Minor Sports Group or Club that consecutively rents with the City and has bills paid in good standing.
- 2.10 **The City:** Means the City of Weyburn, its departments and staff.

**3. Cancellations, Refunds, Transfers and Suspensions****3.1 Registered Program Cancellations:**

- a) All courses or programs operated by the City are subject to cancellation if there are insufficient registrations or other circumstances.
- b) If the City cancels a course or program, external parties are entitled to a full refund into their client account credit, the credit card used in the original transaction or transferred into another program space permitted.
- c) If a course or program is cancelled due to “Inclement Weather”, facility issues, etc. every attempt will be made to provide another session within our control except for drop-in programs and outdoor swimming lessons.

**3.2 Registered Program Refunds**

- a) If circumstances beyond your control impact your ability to participate in a program, please contact the Leisure department immediately.
- b) A 24-hour grace period from the time of registration will be given for program refunds, not including Summer Camps. (Must be made 7 days before a course starts)
- c) Refund requests must be received 7 business days before the start of the program where an administration fee shall apply.
- d) Refunds will not be issued if cancellation is made less than 7 days before the start of the course.
- e) Refunds for medical reasons with a certified doctor’s note or moving-related reasons will be authorized before a program start date, after the start date refunds will be prorated.
- f) If more than 50% of a course, or program has elapsed, no refund will be issued.
- g) If a program advertises a non-refundable deposit, no refund will be issued for the deposit.
- h) In the case of a dispute, a refund decision will be made by the Leisure Services Director.
- i) If approved, refunds will occur within 10-20 business days.
- j) No refunds will be issued for amounts less than \$10.00.
- k) Refunds will not be issued for a single session of registered classes not attended.

**3.3 Registered Summer Camp Refunds**

- a) 7 days following the Registration Open date – Full refund less \$5.50 admin fee.
- b) 8 -14 days after the Registration Open date – a 50% Refund will be granted.
- c) No Refunds will be granted after June 1

**3.4 Registered Program Transfers**

- a) Transfer to another course or program may be provided if space is available with adjusted necessary fees and before 7 business days.
- b) If you cannot attend a course, you may not find a substitute without permission from the manager responsible for that program.

**3.5 Membership Suspensions/Refunds**

- a) Temporary suspensions of Leisure Super Passes shall only be provided if both the Credit Union Spark Centre and Leisure Centre are not available for a period longer than 7 consecutive days.
- b) A temporary suspension/extension will be issued to a membership for the Credit Union Spark Centre or Leisure Centre membership if the facility you hold a pass at is closed for longer than 7 consecutive days due to maintenance, seasonal change or other reasons deemed necessary by the City.
- c) A temporary suspension or refund will be issued for any pass when you cannot attend due to a medical reason accompanied by a doctor's note. You must know the defined return date from your medical condition to ask for a temporary suspension. A written letter or email must be submitted to the manager of the facility you are requesting a temporary suspension.
- d) Temporary suspensions will not be given for Punch Pass holders.
- e) If more than 50% of the membership has elapsed, no refund will be issued.
- f) Punch passes do not expire and are non-refundable.

**3.6 Membership Extension/Transfer**

- a) Memberships will be frozen or extended for medical conditions supported by a doctor's note. The extension will be determined by medical information supplied by the physician.
- b) Membership extensions will be given at the City's discretion if a facility is closed for 7 consecutive days.
- c) Membership extensions are not given for Punch Passes as they do not expire.

- d) Membership transfers to another family member may occur if the request is submitted by email to the respected manager of that facility.
- e) Punch cards can be transferred with City permission.

#### **4. Rental Cancellations**

- a) Should the City deem a facility is not suitable for use no cancellation will be charged.
- b) "Special events" require a minimum of 30 days' notice to cancel their activity with a cancellation fee applied. Less than 30 days' notice of a "Special Event" will result in a full rental fee.
- c) "Regular User Groups" will be required to provide at least a (1) week notice to cancel any of the allocated facility time (a fee may apply). Cancellations made less than (1) week will be subject to the full rental cost.
- d) All "Casual User" cancellations will be subject to an administration fee if cancelled within 24 hours of the booking. Cancellations after that will be subject to a cancellation fee of \$50.00.
- e) In the case of a dispute, a refund decision will be made by the Leisure Services Director.
- f) No refunds will be issued for amounts less than \$10.00.
- g) Rental Cancellation fees are \$50.00 per rental if received within 7 days of rental (not including special events). If the full rental fee is less than the cancellation fee of \$50.00 then the full rental fee will be charged.
- h) The City has the right to request the use of the recreational facilities and land for its own purpose.
- i) No rental cancellation fees will be charged due to "Inclement Weather" conditions.

#### **5. Inclement Weather**

- a) "Storm Warning/Watch" signs will be posted. Patrons will swim at their own risk when these signs are posted, patrons will not be entitled to courtesy passes.
- b) Courtesy passes for WLC patrons will only be given if a "Freak storm" happens within the first 30 minutes of Public Swim.