

Subject:

## Recreation Facility Cancellation Policy

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**Effective Date:** 2025-05-27

**Amendment date:** Enter date

**Replaces:** CMS-2017-01

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## PURPOSE

The purpose of this policy is to outline the applicable terms, conditions and fees associated with cancellation of rentals at recreational facilities and parks.

## SCOPE

This policy applies to rental activities at County of Brant recreational facilities that are under the jurisdiction of the Community Services Department.

Cancellations made by the Grand Erie District School Board and Brant, Haldimand, Norfolk Catholic District School Board are to refer to their applicable Joint Use Facility Agreement for cancellation conditions related to any use of County of Brant space during times specified within the agreement.

## DEFINITIONS

**Cancellation Request** – a written request received by the Facility Booking Office

**Contract Booking** – refers to any permit that includes a regularly reoccurring booking within a recreation facility. This can include seasonal contracts within allocated sport seasons, or annually.

**Facility** – includes all indoor and outdoor recreation facilities at any County of Brant owned and operated designated site.

**Facility Booking Office** – means the Community Services Department, centralized booking location.

**Lessee** – entity renting space from the County of Brant, can be an individual, organization, or a business.

**Lessor** – County of Brant as owner/operator of rental spaces pertaining to this policy

**One Time Booking** – means any booking that does not occur over multiple dates.

**Recreation System Administrator** – means a staff person responsible for managing specific recreation facility bookings as noted in the policy.

**Recreation System Specialist** – means the staff person responsible for managing approved scheduled payment plans, billing on user accounts, outstanding balances on accounts and processing of refunds.

**Regular Season or Session** – a specified period of time the program activities occur throughout the year

**Rental** - a contract/permit that has been confirmed and paid for a specific day and time

**Rental Transfer** – a date change for the same activity based on availability

**Special Event** – Gatherings for social, cultural, or sporting purposes. Includes, but not limited to festivals, concerts, trade shows, camps, try-outs, play downs, showcases, etc., which are not part of regular season play.

**Time Slot** – a specified rental period eg. 1 hour of ice time, two hours for a soccer field

## POLICY DETAILS

A written cancellation request must be received in advance of the event date. Specific time requirements for advanced notice are based on facility demand, overhead costs and probability of re-booking.

### 1.0 General Cancellation Policy for all Rental Types and Facilities

- 1.1 In the case of adverse weather conditions, equipment/mechanical failures and/or inadequate facilities due to circumstances outside of the control of Community Services staff, all rentals will be cancelled and refunded in full, unless able to be rescheduled at a time suitable to the lessee. When the cancellation due to adverse weather is pertaining to a contract rental, the date will either be re-scheduled, or a credit will be put on the account to be reconciled at the end of the season. Where the Lessee cancels a rental due to weather, the Lessee shall be required to inform the Facility Booking Office of the cancellation within 3 days of the cancellation (72 hours).
- 1.2 All Cancellations will be charged the approved cancellation administration fee as approved in the fees and charges by-law unless otherwise stated.

## 2.0 Cancellation Policy by Activity Type

### 2.1 Ice/Floor Rentals

#### Contract Rentals

- 2.1.1 Lessees will be charged the approved administration fee as set out in the fees and charges by-law (after the October 1 deadline, during Fall/Winter Ice Season) for **every hour** cancelled in their contract.
- 2.1.2 For the period of October 1 – February 15 of each fall/winter season, Minor, Junior and Regional groups will be charged 50% of their rental time costs for any rental time cancelled, unless it can be re-sold.
- 2.1.3 Lessees other than Minor, Junior and Regional groups/organizations are allowed a 5% return of rental time for the season based on contracted hours for the season. Example: 1 hour for every 20 hours booked. This also applies to all groups for spring/summer ice time. Groups/organizations will be charged 100% of the ice time costs for any further ice time cancelled unless it can be re-sold.
- 2.1.4 No cancellations are permitted for ice booked at reduced rates. Example: last minute ice bookings.
- 2.1.5 All groups renting floors will be charged the approved administration fee as set out in the fees and charges by-law for **every hour** cancelled.

#### One-Time Rentals

- 2.1.6 All users will be charged the approved administration fee as set out in the fees and charges by-law for **every hour** cancelled.
- 2.1.7 Users will be charged 50% of their rental time costs for any rental time cancelled. If cancellation notice is received within 72 hours of the rental start time no refund will be provided.
- 2.1.8 No cancellations are permitted for ice booked at reduced rates. Example: last minute ice bookings.

### 2.2 Banquet Hall Rentals and Meeting Rooms

- 2.2.1 All booking deposits for Banquet Halls are non-refundable. Rentals will be permitted to cancel if written notice is received 30 days prior to the rental date. All fees paid, less the booking deposit will be refunded.
- 2.2.2 All banquet hall and full day meeting room bookings charged the approved damage deposits due as per the approved fees and charges by-law will have those refunded in full.
- 2.2.3 Should written notice be received less than 30 days, no fees will be refunded.
- 2.2.4 Meeting room rentals may cancel any date if written notice is received three (3) or more business days in advance. The approved administration fee as set out in the fees and charges by-law will be applied for all cancellations.
- 2.2.5 Meeting room rentals can transfer dates at no charge.
- 2.2.6 Meeting room cancellation requests received less than three (3) business days in advance will not receive any refund.

## 2.3 Fields/Diamonds/Beach Volleyball Courts

- 2.3.1 The approved administration fee as set out in the fees and charges by-law will be charged for every two (2) hours of time returned.
- 2.3.2 Cancelled regular or post season dates must be submitted a minimum of 2 days prior to the rental date.
- 2.3.3 From July 15th, Field User groups with contract bookings are able to turn back rental time specific to their association needs when teams are fully eliminated from playoffs or league play. The cancellation fee will apply as listed above. This will be at the discretion of the Director responsible for the Sport Facility Allocation Policy.

## 2.4 Picnic Shelters / Amphitheatre

- 2.4.1 Rentals cancelled due to inclement weather may be re-scheduled to another date based on availability, free of charge.
- 2.4.2 Rentals will be permitted to cancel the permit if notice is received 30 days prior to the rental date. The approved administration fee as set out in the fees and charges by-law will be charged.
- 2.4.3 Rental cancellation requests received less than 30 days will not receive any refund.
- 2.4.4 A cancellation fee, as approved in the fees and charges by-law, will apply for daily rentals at the Amphitheatre.

## 2.5 Indoor Turf

### Contract Rentals

- 2.5.1 Groups other than Minor, Junior and Regional groups are allowed a 5% return of rental time for the season based on contracted hours for the season. Example: 1 hour for every 20 hours booked. This also applies to all groups for spring/summer turf time. Groups/organizations will be charged 100% of the turf rental fees for any further turf time cancelled unless it can be re-sold.
- 2.5.2 For the period of October 31– March 31 of each fall/winter season, Minor, Junior and Regional groups will be charged 50% of their rental time costs for any rental time cancelled, unless it can be re-sold.
- 2.5.3 All lessees with contract bookings in the fall/winter season will be charged the approved administration fee as per the fees and charges by-law for **every hour** cancelled in their contract

### One-Time Rentals

- 2.5.4 All users will be charged the approved administration fee as set out in the fees and charges by-law for **every hour** cancelled.
- 2.5.5 Users will be charged 50% of their rental time costs for any rental time cancelled. If cancellation notice is received within 72 hours of the rental start time no refund will be provided.

## 2.6 Pool Rentals

- 2.6.1 All rentals will be charged the approved administration fee as set out in the fees and charges by-law to cancel a pool rental.
- 2.6.2 If written request to cancel is not received more than seven (7) business days of rental start date no refund will be provided.

## 2.7 Tournaments / Special Events

- 2.7.1 Indoor Tournaments will be charged 50% for any facility rentals including room bookings that are cancelled, in whole or in part, once the booking has been confirmed, unless it can be re-sold. If the cancellation notices, in whole or in part, is less than 21 days prior to the tournament, 50% of the rental fees will be charged regardless of whether it is resold and the applicable administration fee will be charged as per the fees and charges by-law,
- 2.7.2 Outdoor Tournaments will be charged 25% for any facility rentals including shelter bookings that are cancelled, in whole or in part, once the booking has been confirmed, unless it can be re-sold. If the tournament is cancelled 60 days or more in advance, a cancellation fee as approved in the fees and charges by-law will apply for each field/court/shelter booked. If the cancellation notices, in whole or in part, is less than 14 days prior to the tournament, 50% of the rental fees will be charged regardless of whether it is resold. If a tournament schedule is adjusted due to inclement weather, the time slots will be refunded in full once confirmed by staff.
- 2.7.3 Special Event rentals will be charged 25% for any facility rentals that are cancelled in whole or in part, once the booking has been confirmed. If the event is cancelled 60 days or more in advance, a cancellation fee as approved in the fees and charges by-law will apply.

## 2.8 Gymnasium Rentals

### Contract Rentals

- 2.8.1 Groups other than Minor, Junior and Regional groups are allowed a 5% return of rental time for the season based on contracted hours for the season. Example: 1 hour for every 20 hours booked. Groups/organizations will be charged 100% of the gym rental fees for any further turf time cancelled unless it can be re-sold.
- 2.8.2 Minor, Junior and Regional groups will be charged 50% of their rental time costs for any rental time cancelled, unless it can be re-sold.
- 2.8.3 All lessees with contract bookings will be charged the approved administration fee as per the fees and charges by-law **every hour** cancelled in their contract

## **One-Time Rentals**

- 2.8.4** All users will be charged the approved administration fee as set out in the fees and charges by-law for **every hour** cancelled.
- 2.8.5** Users will be charged 50% of their rental time costs for any rental time cancelled. If cancellation notice is received within 72 hours of the rental start time no refund will be provided.

## **3.0 Procedure**

- 2.7 The customer shall submit in writing a cancellation request to the facility booking office.
- 2.8 The Facility Booking staff shall attempt to re-schedule the event and amend the permit if possible.
- 2.9 The applicable cancellation fee will be applied and the refund request issued.
- 2.10 If facility rental time is returned to the County after a contract is signed due to insufficient registration or regular attendance is deemed to be a financial hardship on a group or individual, the situation will be evaluated by the applicable Director/Manager and or their designate and a fair cancellation fee will be determined.

Cancellation of a contract, in whole or in part, that includes a series of bookings, and which does not meet the cancellation and refund criteria established in this policy must be approved by the department General Manager and/or their designate. A negotiated cancellation fee will be applied at the discretion of the General Manager and/or their designate.

- 2.11 Refunds will be issued as per standard procedures of the Facility Booking Office.

## **4.0 Review Cycle**

This policy will be reviewed annually or as deemed necessary by department staff.