

Corporate Policy and Procedure



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Effective Date 2005 02 09
Supersedes 2000 06 28

TAB: FINANCE AND ACCOUNTING
SECTION: FEES AND OTHER REVENUE
SUBJECT: PAYMENT OF FACILITY RENTAL FEES

POLICY STATEMENT Facility rental fees are administered according to this policy.

PURPOSE This policy establishes payment terms for all facility rentals, and the criteria under which refunds may be given.

SCOPE “Facility” includes meeting rooms, auditoriums, pools, arenas, gymnasiums, parks, and other facilities which are owned or operated by the City of Mississauga. It does not include municipal golf courses, cemeteries, marina slips, theatres or properties which are leased or under a management agreement for long-term use.

This policy applies to all users and user groups, including groups having “affiliated group” status under Corporate Policy and Procedure - Volunteer Group Liaison Program.

This policy does not apply when the use of the facility is subject to internal charge-back (i.e. facilities used for the operation of City programs, staff meetings, etc.).

This policy does not establish rates or discounts for use of facilities. For information on rates, refer to the rental rate schedule as approved by Council annually.

Specific requirements of Civic Centre Complex facilities are outlined in Corporate Policy and Procedure - Booking Facilities at the Civic Centre Complex. In the event of a conflict the Booking Facilities at the Civic Centre Complex policy will apply.

Specific requirements related to filming and photography in facilities are outlined in Corporate Policy and Procedure - Filming and Photography on City Property. In the event of a conflict, the Filming and Photography on City Property policy will apply.

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CONTRACTS

A “contract” provides formal written authority, by the City, to a person or group which allows the rental of space under the City’s standard terms and conditions.

A contract listing the date(s) booked is issued for all facility rentals and wherever possible is signed and returned by the customer prior to use of the facility. Failure to return signed contracts or to comply with the terms and conditions of the contract may result in the City cancelling the booking. If the customer wishes, he or she may re-book in person and make the appropriate payments at that time.

PLACING FACILITIES ON TEMPORARY HOLD

Facilities may be placed on a “temporary hold” so that the customer can view the facility prior to booking, or so that the customer can arrange to provide the required payment. In such cases, the “temporary hold” period cannot exceed five calendar days (with exception of filming productions which may exceed this period) and will automatically be cancelled by the City if the booking is not finalized. Due to demand, ice and sports fields will not be placed on temporary hold.

PAYMENT TERMS

The City’s standard payment terms are based on the principle of full payment in advance of use. Standard payment terms are outlined in Appendix 1 at the end of this policy.

Exceptions to Standard Payment Terms

Exceptions to the City’s standard payment terms are made for “Statement Payment Customers” and in cases where the Director of Recreation and Parks authorizes alternate payment terms.

Statement Payments

Statement payment customers are allowed to pay after using a facility rather than in advance. Statement privileges are given to government agencies and school boards, and community youth groups affiliated under the Volunteer Group Liaison Policy and who have been previously approved to pay after use.

Note: At the time of approval of this policy, some customer groups that did not meet the requirements for statement payment customers had been permitted to pay after the use of facilities. These groups are not grandfathered. Staff will continue to work with these groups to remove them from the statement payment customer list.

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Statement payment customers are issued a statement on the first day of each month, for all amounts owing. Payment is due immediately. The accounts of statement payment customers will be monitored by the Director of Recreation and Parks. Those that do not meet the required payment terms may be removed from the statement payment customer list and required to pay in advance.

Alternate Payment Terms

Alternate payment terms may be established for an individual contract when, in the opinion of the Director of Recreation and Parks, the customer has an established history of meeting payment commitments and the magnitude of dollar value of the contract does not allow customer to pay in advance.

Failure to Meet Payment Terms

All payments must be made when due. The Customer Service Centre Supervisor may cancel bookings if payments are not made when due. In addition, the Director of Recreation and Parks is authorized to cancel all future booking and/or statement privileges, 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 of Recreation and Parks has authorized an alternative payment plan. Collection of overdue accounts will be undertaken in accordance with Corporate Policy and Procedure - Invoicing.

Returned Cheques

The City will notify a customer when cheques have not been honoured by the bank and will request replacement. 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, in the amount established by the City's Fees and Charges By-law, will be charged for each returned cheque. New booking requests will not be considered until the cheque has been replaced, or until the Director of Recreation and Parks has authorized an alternative payment plan. (Staff should refer to Corporate Policy and Procedure - Returned Cheques, and to the Community Services Department Cash Handling Procedures for information on handling returned cheques.)

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PAYMENT METHODS

Payments may be made by credit card, cash, debit card and, if the event is later than 14 days from payment date or if the customer is a statement customer, by cheque. Post-dated payments, if required, must be supplied at the time of signing the contract and may take the form of pre-authorized credit card payments or, if the event is later than 14 days from payment date, post-dated cheques.

CANCELLATIONS

The customer can cancel a booking at any time, however, penalties may apply. Cancellation and refund terms are outlined in appendix 1, and are included in the facility booking contract. Cancellation of part of a contract may result in a new contract being issued.

The City may cancel a contract due to inclement weather or emergency situations. Should the City be required to cancel a booking without transferring the customer to another City facility, a full refund or a credit to the customer's account of any amounts paid for the booking will be provided.

The Volunteer Group Liaison Program permits affiliated groups the use of a limited number of meeting rooms at no charge. In the event of cancellation of a no-charge meeting, groups are expected to provide notice as outlined in the chart at the end of this policy. If such notice is not provided, the group will be charged an administrative fee in an amount approved by Council. (Refer to Facility Rental Rate Schedule, as approved by Council, for the current fee.)

Statement payment customers must adhere to the standard cancellation requirements, and will be charged for cancelled bookings in accordance with standard cancellation and refund terms.

TRANSFERS

Transfers to another location at the request of the customer may be permitted upon at least two months advance notice for prime-time rooms and one month advance notice for all other facilities. Transfers may result in the issuance of a new contract.

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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 refunded or credited to the customer's account.

Circumstances may arise which would necessitate the City transferring a booking to another 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.

REFERENCE: GC-0034-2005 – 2005 02 09

CONTACT: For more information, contact Central Services, Recreation and Parks, Community Services Department.

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Appendix 1 – Standard Payment Terms

Type of Booking	Payment Details	Cancellation/Refund Details
For all bookings other than: <ul style="list-style-type: none"> • Prime Time Rooms • Tournaments and Hockey Schools • Statement Payment Customers 	If booked less than 1 month prior to event, or if total amount due is less than \$100, full payment is required at time of booking.	No refund is issued.
	If booked more than 1 month prior to event, or for long-term bookings, full payment is required on the first day of the previous month. Preauthorized credit card or postdated cheques preferred.	No refund is issued if cancelled less than 1 month prior to event date. If at least 1 month notice is given, a full refund is issued. For long-term bookings, the entire contract may be cancelled without penalty, if at least 1 month notice is given. Individual event cancellations are not accepted.
Prime Time Rooms	If booked less than 2 months prior to the event, full payment is required at time of booking. If booked more than 2 months prior to the event, a 25% non-refundable deposit is required. Non-refundable deposit must be paid within 14 days of contract issuance. Contract balance is due 2 months prior to the event.	No refund is issued if cancelled less than 2 months prior to the event date. If greater than 2 months notice is given, a full refund, less the 25% non-refundable deposit, will be issued.
Tournaments and Hockey Schools	A 25% non-refundable deposit is due at the time of contract issuance. Balance is due the first day of the previous month	No refund is issued if cancelled less than 1 month prior to the event date. If greater than 1 month notice is given, a full refund, less the 25% non-refundable deposit, will be issued.
Statement Customers: Government, school boards and youth groups	Payment required after use of facility, based on statement issued monthly to customer Approved Statement Customer list assessed annually	With greater than 1 month notice, the entire contract may be cancelled without penalty Individual event cancellations are not accepted.