



## WITHDRAWAL AND REFUND POLICY AND PROCEDURES

Revised: December 7, 2015 (previous version May 12, 2015)

### Club Membership Dues

1. Club membership dues are not refundable.

### Training Camps and Lesson Programs

1. 100% of the program fee will be refunded if withdrawal occurs prior to the first day of the program.
2. No refund will be provided once the program has started.

### National Stream Trials

1. 100% of the trials fee will be refunded if withdrawal occurs prior to the first day of trials.
2. 50% of the trials fee and the CASSA fee will be refunded if withdrawal occurs before the first day of training in September.
3. No refund will be provided if withdrawal occurs on or after the first day of training in September.

### Team Programs

1. Athletes selected to Star 3-4, Provincial Stream or National Stream teams will enter into a written "continuing services agreement" outlining the terms of participation in the program including the payment of fees and the withdrawal policy
2. Withdrawal at the Beginning of the Agreement:
  - a. For withdrawal from the day the agreement is signed by the member's parent or guardian until 10 days after the member has received a copy of the contract, a full refund of program fees paid to date will be returned. The refund will be paid within 15 days of receiving the cancellation notice. Where post-dated cheques were provided, remaining cheques will be returned and direct debit agreements will be cancelled.
  - b. There does not need to be a reason for cancellation.
  - c. Cancellation notification must be provided in writing by email to the Club President or VP-Finance by the athlete's parent or guardian.
  - d. Refunds of the Club membership dues, trials fee, camp fee, personal training equipment, wardrobe, travel costs, or meet fees already incurred will not be provided and any outstanding charges will be due within 30 days.
2. Withdrawal for Medical Reasons or Relocation:
  - a. Members may withdraw at any time for medical reasons (illness or injury) or if they relocate for remainder of the duration of the contract more than 30km away from Surrey Sport and Leisure Centre and City Centre Aquatic Complex.
  - b. Cancellation notice must be provided in writing to the Club President or VP-Finance by the athlete's parent or guardian.



- c. Withdrawal for medical reasons must include a physician’s note with a recommendation to not participate in the program. The date of withdrawal is the date the medical practitioner’s note is received. This is considered the date of cancellation.
- d. Withdrawal due to relocation must include proof of relocation. The date of withdrawal is the last day the athlete participates in the program or the date proof of relocation is received, whichever is later. This is considered the date of cancellation.
- e. Refunds will be provided from the date of cancellation, less an administration fee as prescribed by the Business Practices and Consumer Protection Act (see excerpt below). Where post-dated cheques were provided, remaining cheques will be returned and direct debit agreements will be cancelled. The refund of the program fees will be provided within 15 days of the date the agreement is cancelled and will be calculated based on the weeks left in the program. (For example, if withdrawal occurs in week 18 of a 36 week contract, 50% of the annual program fee if refundable; if paid by installments, post-dated cheques will be returned or direct debit agreements will be cancelled and any fees paid over 50% of the total program fee will be refunded, less the administration fee.)
- f. Refunds of the Club membership dues, trials fee, camp fee, personal training equipment, wardrobe, travel costs, or meet fees already incurred will not be provided and any outstanding charges will be due within 15 days.

3. Withdrawal without Cause:

- a. At any time, members may withdraw from the program without cause by providing 30 days’ notice in writing by email to the President or the VP-Finance of the Club on the first day of any month of the contract.
- b. For notice given on any day other than the first day of the month, the 30-day notice period will come into effect on the first day of the month following notification.
- c. The athlete will not be allowed to participate in the program past the last day of the notice period.
- d. For fees paid in full at the beginning of the contract, refunds will be provided as follows:

<u>Notice Period Expiry</u>	<u>Refund</u>
• Oct. 31	5/6 of the fee paid
• Nov. 30	2/3 of the fee paid
• Dec. 31	1/2 of the fee paid
• Jan. 31	1/3 of the fee paid
• Feb. 28	1/6 of the fee paid
• Mar. 1 or later	No refund

- e. For fees paid in installments, direct debit payments will cease as of the last day of the notice period; post-dated cheques remaining after the end of the notice period will be returned.



- f. No refunds will be provided after February 28.
- g. Refunds of the Club membership dues, trials fee, camp fee, personal training equipment, wardrobe, travel costs, or meet fees already incurred will not be provided and any outstanding charges will be due by the end of the notice period.

### Suspension by the Club:

- 1. The Club has the right to suspend or remove an athlete from the program due to breach of their agreement, the Club Code of Conduct, or Club policies.
- 2. In case of suspension or removal, the athlete's parent or guardian will be notified by the President immediately.
- 3. Where a continuing services agreement is in place:
  - a. program fees paid to date through installments, will not be refunded and any outstanding charges are due immediately.
  - b. program fees paid in full at the beginning of the contract will be refunded as follows:

<u>Suspension In</u>	<u>Refund</u>
October	5/6 of Fee Paid
November	2/3 of Fee Paid
December	1/2 of Fee Paid
January	1/3 of Fee Paid
February	1/6 of Fee Paid
March or later	No refund

- 4. Refunds of the Club membership dues, trials fee, camp fee, personal training equipment, wardrobe, travel costs, lesson fees, or meet fees already incurred will not be provided and any outstanding charges will be due immediately.



## Refund Calculation

*Excerpt from The Business Practices And Consumer Protection Act - Consumer Contracts Regulation*

### Continuing services contract — calculation of refund to consumer after cancellation

**3** (1) For the purposes of section 25 (6) (a) of the Act [**refund if material change**], the supplier must refund the portion of all cash payments made under the contract determined by the following formula:

$$\text{portion of all cash payments} = \frac{\text{(unused services)}}{\text{(total services)}}$$

where

**"unused services"** means

(a) unless the contract is expressed in terms of units to which paragraph (b) clearly applies, the time expressed in days remaining in the term of the contract at the date of cancellation, or

(b) the number of sessions or other service units remaining to be used at the date of cancellation;

**"total services"** means

(a) if unused services is expressed in days, the full term of the contract expressed in days, or

(b) if unused services is expressed in sessions or other service units, the total sessions or other service units provided for during the full term of the contract.

(2) For the purposes of section 25 (6) (a) (i) of the Act [**deduction from refund if material change in circumstances of consumer**], the amount prescribed on account of the supplier's costs is 30% of the portion determined of all cash payments made under the contract.

### *Refund Calculation Example: Withdrawal for Medical Reasons*

- ✓ Season begins September 1
- ✓ Total cash payments: \$1392.00 (September and October payments)
- ✓ Contract duration: 2 months (for all cash payments made) or 203 hours
- ✓ Date of material change/contract cancelled: October 24
- ✓ Unused hours: 29 (balance of training hours remaining in October)
- ✓ Unused services: 29 divided by 204 = .143
- ✓ Portion of all cash payments unused: .143 x 1392.00 = 199.06
- ✓ Supplier's cost (30%): .30 x 199.06 = 59.72
- ✓ Total refund: 199.06 – 59.72 = \$139.34