

## **WILMINGTON SKI CLUB CANCELLATION AND REFUND POLICY**

### **1. General Principles**

- a. When an individual takes actions that cause a loss of money, they are responsible for the fiscal consequences.
- b. There are minimum cancellation fees that apply at all times when someone cancels from a trip or activity. The purpose of these fees is to discourage people from signing up for a trip/activity simply to hold a space while they make a decision.
- c. Cancellations must be submitted in writing to the trip/activity leader and must include the signature of the individual canceling. This is to establish the exact date of cancellation, and to verify that the cancellation is authentic. This protects the members from being cancelled from a trip/activity without their knowledge or approval. The post-mark date if mailed, or the date that the written cancellation is actually submitted to the trip/activity leader if not mailed, will serve as the cancellation date.

### **2. Cancellation and Payment of Refunds**

- a. Refunds are calculated as deposits made minus the amounts indicated below.

#### **Day Trips/Activities**

**\$10.00 plus any non-recoverable and fixed costs.**

#### **Weekend Trips/Activities**

**\$30.00 plus any non-recoverable and fixed costs.**

#### **Vacation Trips/Activities**

**\$50.00 plus any non-recoverable and fixed costs.**

- b. Refunds are payable after the trip/activity accounting is submitted to the Ski Club Treasurer and is reconciled with the Ski Club.

### **3. Allocating Costs**

- a. For purposes of this discussion the cost of a Trip/Activity is made up of fixed costs and recoverable costs. Sometimes a recoverable cost becomes non-recoverable due to the cancellation policies of vendors, lodging companies and airlines, for instance.
- b. Fixed costs are generally items that are purchased as a group. The total cost of the trip for these items does not change when a few people cancel from the trip/activity. Examples include "Winter day ski trip-cost of bus and snacks/refreshments; Picnic-cost of food and park use when these are purchased as a group; Winter Weekend ski trip-cost of bus and snacks/refreshments; and Winter Vacation ski trip-cost of bus and parties when these are purchased as a group." (These examples are not exhaustive).
- c. Recoverable costs are generally items that are purchased on a per person basis for which the Ski Club can obtain refunds from the applicable vendors. For example, the cost of a lift ticket is often a recoverable cost.
- d. Non-recoverable costs are generally portions of the whole cost of items that are purchased on a per person basis. The non-recoverable portion usually reflects vendor cancellation fees and whether the per-person item can be returned to the vendor. For example, the cost of lodging may be recoverable or non-recoverable, depending upon whether whole rooms can be cancelled, and what penalties may be imposed by the lodging companies.

**4. Complimentary Spaces and Group Spaces**

When a cancellation will cause the loss of a comp space, the monetary value of that comp space will be considered a fixed cost assigned to the person canceling. For example, if someone opted to use their own frequent flyer miles this is only acceptable if the trip does not lose the comp space. Another example is when someone cancels from a trip and the trip loses a complimentary lift ticket. In both of these examples, the comp is considered a fixed cost for the person canceling.

**5. Clarification and Exceptions**

- a. Questions concerning application of this policy should be directed to the Business Manager and reported to Council
- b. Exceptions to this policy must be brought before the Council for formal decision.

**6. Ski Vacation Trip Transfers**

- a. For the purpose of this discussion, a Ski Vacation Trip transfer is defined as a cancellation from one Ski Vacation Trip, and the subsequent sign-up onto another Ski Vacation Trip, on the same day.
- b. When a person desires to transfer from one Ski Vacation Trip to another Ski Vacation trip sponsored by the Wilmington Ski Club, the minimum cancellation fee shall be waived when such transfers do not result in non-recoverable cost penalties. Transfers may be done only in an open space; transfer to a waiting list is prohibited.

**7. Cancellation due to Force Majeure**

If a trip or activity is prevented, restricted, interfered with or cancelled by the Ski Club, the trip or activity leader(s), or third parties (e.g., airlines, resorts, hotels, governmental agencies, etc.) due to causes beyond the Ski Club's reasonable control ("Force Majeure"), then the Ski Club shall use reasonable efforts to recover the costs of the trip/activity incurred and to refund such recovered costs to the trip/activity participants on an allocated basis, and/or obtain credits from relevant vendors (e.g., airlines, resorts, hotels, etc.) to be applied to a rescheduled or other subsequent trip as is deemed reasonable and practical under the circumstances by the Ski Club in its discretion. As used herein "reasonable efforts to recover the costs" shall not require the Ski Club or its officers, council members and trip leaders to undertake legal action. The term Force Majeure shall include, but is not limited to, acts of God, fire, flood, explosion, vandalism, storm, epidemic or pandemic virus exposure, declaration of city, state or national state of emergency, orders or acts of military or civil authority, insurrections, riots or wars, or other similar occurrences.

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