

VCU Dining Services Contract Terms and Conditions 2017 – 2018

The student and parent, guardian or other guarantors are urged to carefully read the content of the following VCU Dining Services Terms and Conditions. When the official VCU Dining Services Contract form is electronically signed and submitted to Virginia Commonwealth University, or when a contract is established with VCU Residential Life and Housing to live in a dormitory-style residence hall, the Dining Services Contract becomes a binding agreement - a contract between the student, or in the case of a minor, a guarantor, and the University.

1. Conditions of Participation

- A. VCU Dining Plans are available to registered VCU students who are in good financial standing with the University.
- B. Eligible students can request a Dining Plan through the following link: www.bsv.vcu.edu/dining.
- C. The VCU Dining Plan participant agrees to accept all Contract Terms and Conditions published by VCU Dining Services and any announced revisions that may be forthcoming.
- D. Dining Plans will be billed through VCU Student Accounting and payment may be made through the Cashier's Office and/or <https://my.vcu.edu/>.
- E. Dining Plan Swipes are non-transferable and are for the enrolled participant only. The plan's privileges cannot be used to obtain food or drink for another individual except when using the specified guest meals, cash, credit card, RamBucks, or Dining Dollars.
- F. A valid VCUCard is the Dining Plan membership card. All VCU Dining Plan participants are required to present a valid VCUCard to receive program privileges. Any VCU Dining Plan participant who cannot present a valid VCUCard is required to pay current retail price with cash or credit card.
- G. VCU Dining Services participants are responsible for their VCUCard, the official University identification card, which contains the privileges of the dining program. VCU does not reimburse lost or stolen cards, nor does it condone any unauthorized use of Dining privileges. Dining patrons are required to report the loss of their VCU identification card to the VCUCard Office immediately (804-827-CARD) or online at myvcucard.com
- H. Students with exceptional medical or ethnic dietary requirements should review the VCU Dining Services program offerings through the website, www.bsv.vcu.edu/dining, **prior** to contracting with VCU Residential Life and Housing, to determine if a mandatory Dining Plan, with modest adaptations, will support their nutritional requirements and dietary lifestyle. Students with exceptional dietary requirements, beyond the daily cycle menu offerings, should make an appointment with the VCU Dining Services' administration, (804) 828-1148, **prior** to contracting for an on-campus residence hall. A review of the student's special dietary requirements will determine VCU Dining Services' ability to accommodate an exceptional medical or ethnic nutritional program.
- I. All VCU students residing in Brandt, GRC III, Johnson, Rhoads, Honors College and Cabaniss Halls are **required** to purchase one of the Essential Dining Plans. By contracting to live in one of the above residence halls, the student is required to contract with VCU Dining Services for a 200 Swipe or greater Dining Plan.

2. Dining Plan Definitions

- A. *Swipes Plan* – Swipes are meals used primarily to receive Dining Plan privileges, to gain entry to Shafer Court Dining Center or to purchase a meal combo through the Swipe Exchange Program. In most instances, one Swipe equals one meal. **Swipes do not carry over from semester to semester.** Dining Plans are billed through VCU Student Accounting.
- B. *Bonus Dining Dollars* – This is a two semester program. Students who participated in an **Essential Dining Plan** of 200 Swipes or greater during the **Spring** semester and return to the University in the Fall (the following academic year) AND purchase one of the qualified Dining Plans listed below in the **Fall** semester are eligible to receive an additional 150 Dining Dollar bonus. Qualified Fall Dining Plans include:
- 300 Swipes Plan + 100 Dining Dollars
 - 250 Swipes Plan + 300 Dining Dollars
 - 250 Swipes Plan + 175 Dining Dollars
 - 200 Swipes Plan + 300 Dining Dollars
 - 200 Swipes Plan + 150 Dining Dollars
 - 150 Swipes Plan + 105 Dining Dollars

The 150 Bonus Dining Dollars become available upon the depletion of the initial plan's Dining Dollars. The Bonus Dining Dollars are automatically added to the Dining Plan for all eligible participants. Unused fall semester Bonus Dining Dollars do not carry over to the next semester

- C. *C-Stores* – The VCU Dining Services convenience stores located in the University Student Commons' lobby (P.O.D.), Grace E. Harris Hall and the Cary & Belvidere Residential College accept the VCU Dining Services Swipe Exchange Program, Dining Dollars, RamBucks, cash and credit cards.
- D. *Dining Center* – The unlimited serving's restaurant, Market 810, is located on the second floor of Shafer Court Dining Center on the Monroe Park Campus. Market 810 accepts Swipes, Dining Dollars, RamBucks, cash, and credit cards. The door price for Market 810 is \$11.00 plus tax, with a discount for guests displaying a VCUCard. This price is subject to change.
- E. *Dining Dollars* – Dining Dollars work like a pre-paid debit card that allows for tax free food purchases at any VCU dining location. One Dining Dollar is equivalent to one dollar without the 11.3% tax. Dining Dollars may be added to any existing Dining Plan in \$25 increments at any time throughout the semester by accessing VCU Dining Services online at www.bsv.vcu.edu/dining.
- F. *Guest Meals* – A privilege extended to Dining Plan members allowing the use of up to twenty (20) Dining Plan Swipes for guest meals. For plan participants with fifty (50) Swipes, up to ten (10) of the Swipes may be used to purchase guest meals. Dining Dollars can always be used for guest privileges.

- G. *Swipe Exchange* - A program that enables a participant to purchase predetermined meal combos with a Dining Plan Swipe at participating retail locations.
- H. *Participant* – Registered VCU students who are in good financial standing with the University.
- I. *Retail Locations* – The current retail locations are:
- Einstein Bros. Bagels located on the first level of the Shafer Court Dining Center
 - Commons Café, Park Place Food Court and P.O.D. located in the University Student Commons
 - Starbucks[®] Coffee located in the James Branch Cabell Library
 - Bleecker Street Café located in the School of Business – Snead Hall
 - Chili's, Starbucks[®] Coffee and the Cary Street Market & Deli located in the Cary & Belvidere Residential College at the corner of Belvidere and Cary streets
 - IHOP, Raising Cane's and Croutons, Salads & Wraps located at Laurel & Grace Place
 - Panda Express at the corner of Shafer & Grace streets
 - Einstein Bros. Bagels and Wendy's located in the Gateway Building on the MCV Campus
 - Jonah's - a culinary emporium and Starbucks[®] Coffee in Larrick Student Center on the MCV Campus
- Retail locations accept Dining Dollars, RamBucks, cash, and credit/debit cards.
- J. *Unlimited Servings* – Dining patrons/guests may return to food kiosks within Market 810 for additional servings throughout the dining visit, excluding Upper Cuts.
- K. *Upper Cuts* – A specialty menu item available in Market 810 requiring an additional Swipe(s). Dining Dollars, RamBucks, cash, and credit cards may be used to purchase Upper Cuts selections at the main cashier's station.

3. Dining Plan Program Schedule

- A. VCU Dining Services makes every attempt to follow the VCU Housing nine-month residence hall schedule.
- B. Fall Semester
- a. Dining begins on Wednesday, August 16, 2017 at 2:00 pm
 - b. Last day to make Dining Plan changes is Friday, September 8, 2017 at 4:00 pm
 - c. Market 810 closes at 7:00 pm on Wednesday, November 22, 2017 and reopens at 10:30 am on Sunday, November 26, 2017.
 - d. Dining ends on Wednesday, December 20, 2017 at 10:30 am
- C. Spring Semester
- a. Dining begins on Monday, January 10, 2018 at 10:30 am
 - b. Last day to make Dining Plan changes is Friday, February 2, 2018 at 4:00 pm
 - c. Market 810 closes at 3:00 pm on Friday, March 2, 2018 and reopens at 10:30 am on Sunday, March 11, 2018.
 - d. Dining ends on Saturday, May 12, 2018 at 10:30 am

- D. Summer Session
- a. Dining begins on Monday, May 21, 2018 at 8:00 am
 - b. Last day to make Dining Plan changes is Monday, May 28, 2018 at 4:00 pm
 - c. Dining ends on Friday, August 10, 2018 at 2:00 pm
- E. While dining privileges are available for fall break and spring break, VCU Dining Services reserves the right to reduce hours and/or close locations for these breaks.

The Dining Plan is **NOT** available during Thanksgiving break.

4. VCU Dining Plan Parameters

- A. All VCU students residing in the following residence halls are **required** to purchase one of the Essential Dining Plans:
- i. Brandt,
 - ii. GRC III,
 - iii. Honors College,
 - iv. Johnson,
 - v. Rhoads
 - vi. Cabaniss Halls
- B. By contracting to live in one of the residence halls mentioned above, the student is required to contract with VCU Dining Services for participation in an Essential Dining Plan.
- Students who transfer from a non-dormitory style residence hall into one of the halls mentioned above will be required to contract with VCU Dining Services for participation in an Essential Dining Plan. The Essential Dining Plan will be prorated based on the move-in date to the required residence hall.

Essential Dining Plans:

- 300 Swipes Plan + 100 Dining Dollars
- 250 Swipes Plan + 300 Dining Dollars
- 250 Swipes Plan + 175 Dining Dollars
- 200 Swipes Plan + 300 Dining Dollars*
- 200 Swipes Plan + 150 Dining Dollars

* *Most popular plan and University default plan*

- C. All registered VCU students, not residing in dormitory-style residence halls, are eligible to purchase any of the following Dining Plans at any time during the semester:
- 300 Swipes Plan + 100 Dining Dollars
 - 250 Swipes Plan + 300 Dining Dollars
 - 250 Swipes Plan + 175 Dining Dollars
 - 200 Swipes Plan + 300 Dining Dollars
 - 200 Swipes Plan + 150 Dining Dollars
 - 150 Swipes Plan + 105 Dining Dollars
 - 100 Swipes Plan + 75 Dining Dollars
 - 50 Swipes Plan + 75 Dining Dollars
 - 25 Swipes Plan + 75 Dining Dollars
 - 5 Swipes Plan + 160 Dining Dollars
- D. The VCU dining program features “unlimited servings” in Market 810 in Shafer Court Dining Center. It is the participants’ responsibility to take only what can be reasonably consumed at each meal. To facilitate service, only one entrée may be served at a time. VCU Dining Services reserves the right to limit the number of servings at special-event meals.
- E. Dining center meals are intended to be consumed in the confines of Market 810. Plan participants may not take food from the dining center. VCU Dining Services, or its designee, reserves the right to inspect any packages, bags, coats, purses, et cetera, brought into the dining center. All inspections will be conducted in accordance with University guidelines.
- F. All VCU Dining Plans offer *unlimited access*. Unlimited access allows the Dining Plan participant to visit the VCU Dining facilities as frequently as the Dining Plan entitlement permits during operating hours. However, a one-hour grace period is required between visits.
- G. Students may register for a Dining Plan at any time during the semester, provided they are in good financial standing with the University.
- H. Multiple Dining Plans may be purchased in a semester, provided the student is in good financial standing with the University. Swipes and Dining Dollars will decline with usage until the end of each semester at which time **unused Swipes and Dining Dollars will be forfeited.**
- I. **All mandatory Essential Dining Plan** contracts are for the academic year, which includes both fall and spring semesters. The Dining Plan will automatically renew in the spring semester, unless VCU Dining Services is notified.
- J. If an Essential Dining Plan is exhausted before the end of the semester, an additional Dining Plan may be purchased, provided the student is in good financial standing with the University. Swipes and Dining Dollars will accumulate until the end of each semester at which time **unused Swipes and Dining Dollars will be forfeited.**

- K. When selecting a fall Dining Plan, students who are not required to purchase a plan may elect to purchase a Dining Plan for both the fall and the spring. This election does not alter the allocated change/cancellation period outlined in Section 5 below.
- L. No credit will be given for unused Swipes during the contract period for any reason, including, but not limited to, academic scheduling, extracurricular activities, religious restrictions, cultural traditions, special dietary needs, or the temporary closing of dining units due to an emergency.
- M. **All** Dining Plan purchases are billed through the VCU Student Accounting. Payments may be made in person at the VCU Cashier's Office located in Grace E. Harris Hall at 1015 Floyd Ave., 1st Floor, Monday through Friday, 9:00 a.m. to 3:00 p.m. or through <https://my.vcu.edu/>, the University's online payment system.
- N. VCU Dining Services reserves the right to inspect VCUCards at any time and to request other appropriate forms of identification.
- O. Take-out meals are available to plan participants at Market 810-2-Go in Shafer Court Dining Center, as well as most retail locations in the form of Swipe Exchange. The Swipe Exchange Program allows for one (1) or two (2) plan Swipes to be exchanged for a meal combo or a pizza plus a 2- liter of soda.
- P. The Swipe Exchange Program allows dining plan holders 2 transactions with a maximum of 6 swipes per transaction in a 24 hour time period.
- Q. Meals are available for students on an Essential Dining Plan who are not well enough to leave their residence hall. The student needs to complete a "Take-Away Meal" authorization form, which is available on <https://vcu.campusdish.com/>. The student's VCUCard and a signed form are required and presented to the cashier at Market 810-2-Go.

5. Changes and Cancellations

- A. Changes must be made online at www.bsv.vcu.edu/dining
- B. There is no penalty for changing Dining Plans during the approved time period (see D. below).
- C. Cancellations must be made by contacting the VCU Dining Services at (804) 828-1148, Monday – Friday 8:00 a.m. until 4:00 p.m. or by emailing Dining@vcu.edu. Please provide V number to facilitate cancellation.
- D. The deadline for Dining Plan changes/cancellations:
Fall Semester: Friday, September 8, 2017, 4:00 pm
Spring Semester: Friday, February 2, 2018, 4:00 pm
Summer Session: Monday, May 28, 2018, 4:00 pm

If a Dining Plan is purchased after the deadline for changes/cancellations during the fall, spring or

summer timelines there is a 2 calendar day grace period for changes or cancellations. Changes are not applicable to those that are required to be on a meal plan after the change date deadline. If a student has a required residence hall Dining Plan and moves to a non-required Dining Plan residence, the student will have 7 calendar days to change or cancel their Dining Plan.

- E. When a VCU Dining Plan is cancelled due to withdrawal from the University, an incapacitating illness, death or military service, the unused Swipe value and Dining Dollars will be refunded.
- F. When the VCU Dining Services contract is terminated due to a violation of the VCU Dining Services Contract Terms and Conditions, the University Housing Contract or for disciplinary purposes, the participant will not receive a refund.
- G. Refund requests for students who have withdrawn from the University must be submitted to VCU Dining Services (dining@vcu.edu or (804) 828-1148) no later than 30 days from the end of the semester in which the withdrawal occurred.

6. Dining Dollars

- A. Additional Dining Dollars may be added to any existing Dining Plan with a credit/debit card at any time during the semester in \$25 increments.
- B. Additional Dining Dollars **cannot** be billed through the VCU Student Accounting. Additional Dining Dollars can be purchased online at www.bsv.vcu.edu/dining.
- C. Funds may not be transferred between VCUCard RamBucks and Dining Services Dining Dollars.
- D. Unused Dining Dollars will be forfeited at the end of each semester.

7. Guest Meal Passes and Guest Privileges

- A. Twenty (20) of the plan's total Swipes may be used as guest passes each semester for the following Dining Plans:
 - 300 Swipes Plan + 100 Dining Dollars
 - 250 Swipes Plan + 300 Dining Dollars
 - 250 Swipes Plan + 175 Dining Dollars
 - 200 Swipes Plan + 300 Dining Dollars
 - 200 Swipes Plan + 150 Dining Dollars
 - 150 Swipes Plan + 105 Dining Dollars
 - 100 Swipes Plan + 75 Dining Dollars
- B. Ten (10) of the plan's total Swipes may be used as guest passes each semester for the following Dining Plan:
 - 50 Swipes Plan + 75 Dining Dollars

- C. Unused Guest Meals default back to participant's Dining Plan and will not carry over to the following semester.
- D. Students using Guest Meal privileges are responsible for their guests. This includes accompanying their guest in and around the dining center, as well as dining with their guest.
- E. After 1:00 a.m., Laurel & Grace Place is open to VCUCard holders only.
- F. After 1:00 a.m., all valid VCUCard holders are limited to 3 guests in Laurel & Grace Place. No party may exceed four people.

8. Default Dining Plan

- A. The University default Dining Plan is 200 Swipes + 300 Dining Dollars.
- B. All VCU students residing in nine-month, dormitory-style residence halls are required to purchase an Essential Dining Plan.
- C. Students who have not selected a plan by the first billing date of the semester (mid-July) will be assigned and billed for the 200 Swipes Plan + 300 Dining Dollars Dining Plan. (Please note: the default Dining Plan may be changed up until the plan change deadline referenced in Section 3.B., Section 3.C and Section 5.)
- D. *Presidential Scholarship* Dining Plan is the 250 Swipes Plan + 175 Dining Dollars.

9. Scheduling

- A. VCU Dining Services reserves the right to modify the dining programs' hours of operation and locations as necessary.
- B. Every reasonable effort will be made to provide dining services during emergency periods of inclement weather, power shortages and similar circumstances.
- C. The VCU Dining Services programs do not include the Thanksgiving break, winter intersession, or between summer sessions.
- D. Limited dining options may be available during fall and spring breaks.

10. General Provisions

- A. VCU students are responsible for observing all applicable University rules, regulations and policies included in the VCU Insider (Student Handbook and Resource Guide), VCU Residential Life and Housing Contract, and VCU Bulletins and websites. It is the student's responsibility to be familiar with this information.

- B. The University reserves the right to change the cost of Dining Plans before or during the contract period by action of the VCU Board of Visitors.
- C. Smoking is not permitted in VCU Dining facilities.
- D. Alcoholic beverages cannot be obtained with Dining Dollars, nor may alcoholic beverages be brought into VCU Dining facilities.
- E. Shirts and shoes are required in all dining facilities.
- F. VCU Dining Services is not responsible for personal belongings brought into or left in dining facilities.
- G. No loitering in VCU Dining Services locations.
- H. Photographic equipment cannot be used in any VCU Dining facility unless authorized in advance by the VCU Dining Manager at (804) 828-1148 or by e-mail at dining@vcu.edu.
- I. For more information on VCU Dining Services programs, visit the website at www.bsv.vcu.edu/dining.
- J. Violations of these Terms and Conditions may result in disciplinary action up to, and including, loss of Dining Plan privileges and/or responding to charges filed with the Dean of Students.