

# 2017-2018 Dining Contract & Cancellation Policy for University of Kentucky Non-Residence Hall Undergraduate & Graduate Students

UK Dining Center, The 90, 440 Hilltop Avenue, Lexington, KY 40506, Email: [contactukdining@lsv.uky.edu](mailto:contactukdining@lsv.uky.edu)

**Signed Contract MUST be submitted with a new Non-Residence Hall  
Student Customized Flex Plan or Meal Plan & Flex Plan **Application.****

This Dining Contract & Cancellation Policy (the “Contract”) is between Aramark Educational Services, LLC doing business as UK Dining, and any person seeking a Customized Flex Plan, Meal Plan or Flex Plan with the University of Kentucky (the “University”) that does not reside in University housing where a resident is required to purchase a Meal Plan (the “Plan Holder.”)

This Contract should be read carefully and signed by the Plan Holder (and Parent or Legal Guardian if Plan Holder is under age 18 as guarantor of the Plan Holder’s obligations set forth herein). Signing this Contract constitutes a request on behalf of the Plan Holder that UK Dining provides food for the Plan Holder as constituted by the Plan Holder’s Customized Flex Plan, Meal Plan or Flex Plan Application. Cancellation of this request could involve financial penalties. Please contact UK Dining (859) 257-2220 with any questions the Plan Holder may have regarding this Contract.

The plan holder is responsible for knowing and observing University regulations and policies as set forth in official publications, to include but not limited to the CODE of STUDENT CONDUCT. Signature of Parent or Legal Guardian if Plan Holder is Under 18: By executing this Contract said Parent or Legal Guardian if Plan Holder is Under 18 agrees to be bound by the terms of this Contract and be a guarantor of the obligations of the Plan Holder under this Contract.

By submitting the foregoing Customized Flex Plan or Meal Plan or Flex Plan Application, the Plan Holder agrees to be bound by the terms of this Contract. Plan Holder’s Customized Flex Plan or Meal Plan or Flex Plan Application will not be considered until Plan Holder has signed this Contract and, if Plan Holder is a minor, until Plan Holder’s Parent or Legal Guardian has signed this Contract.

## **I. TERM OF CONTRACT**

This Contract is binding as of the date Plan Holder (or Parent or Legal Guardian if Plan Holder is Under 18) executes the Contract, i.e., the date Plan Holder signs Contract or submits it online. This Contract obligates the Plan Holder to the following terms:

- A. In the case of Customized Flex Plan, Meal Plan or Flex Plan Application during the traditional academic year (which consists of the fall and spring semesters), for the **entire academic year**, or for the portion of the academic year remaining after the Plan Holder signs the Contract; or
- B. In the case of Customized Flex Plan, Meal Plan or Flex Plan Application for summer session(s), for the entire summer session (4 week or 8 week), or for that portion of the summer session remaining after the Plan Holder signs a Contract.

## **II. SCHEDULE**

- A. At the discretion of UK Dining (with University review and approval), specific dining facilities may be opened, closed, or have limited hours. Only certain dining facilities may remain open during breaks (i.e., Thanksgiving, winter, and Spring Break). All other dining facilities are closed during said academic breaks and between semesters. Refer to <http://www.uky.edu/ukdining> for an updated list of facilities and their hours of operation.
- B. The fall Dining Period for Contracts begins August ~~1820~~, 2017, and ends December 15, 2017. The Spring Dining Period for Contracts begins January 7, 2018, and ends May 4, 2018.
- C. Meal Plans and Flex Dollars are not active during the following Holiday and Break schedule:
  1. Thanksgiving Holiday: The Dining Period ends for dinner on Wednesday, November 22, 2017, and begins with dinner on Sunday, November 26, 2017.

2. Winter Break: The Dining Period ends after lunch on Friday, December 15, 2017, and resumes for dinner on Sunday, January 7, 2018.
3. Spring Break: The Dining Period ends after lunch on Friday, March 9th, 2018, and resumes for dinner on Sunday, March 18, 2018.

Summer Break: The Dining Period ends after lunch on Friday, May 4, 2018.

### III. ELIGIBILITY

Plan Holders living off campus, in university Grad and Family Housing, the German House and in Greek housing are eligible to participate in a Non Residence Hall Meal Plan or Flex Plan.

Customized Flex Plans, Meal Plans and Flex Plans are restricted for use by the Meal Plan Holder only. Meals to be consumed by anyone other than the Plan Holder must be purchased using Guest Meals or Flex Dollars.

### III. RATES

- A. The charge for each semester's Customized Flex Plan, Meal Plan and Flex Plan will be posted to the Plan Holder's myUK account and processed by Student Account Services. Plan Holders shall pay the Meal Plan and Flex Plan Rates to Student Account Services in accordance with deadlines found at <http://www.uky.edu/studentaccount/payments>.
- B. The Customized Flex Plan, Meal Plan and Flex Plan Rates schedule is subject to change by action of the Board of Trustees. For detailed information about Meals Plans and Meal Plan Rates go to <http://www.uky.edu/UKDining>.
- C. Plan Holders must be in good academic and financial standing with the University in order to receive a dining contract. Accounts that are past due will receive late fees. These policies can be found at <http://www.uky.edu/studentaccount/payments>
- D. For BCTC Plan Holders not living in a Residence Hall, Customized Flex Plan, Meal Plans or Flex Plans must be pre-paid.

### IV. CONDITIONS

The Plan Holder's use of the Customized Flex Plan, Meal Plan or Flex Plan is conditioned upon the following additional terms and conditions:

- A. Unauthorized acquisition, sale, alteration, use or other misrepresentation of the Customized Flex Plan, Meal Plan or Flex Plan for the purpose of acquiring meals, flex, services or refunds from the University is strictly prohibited. The foregoing acts shall automatically result in review by the University administration and revocation of privileges under the Customized Flex Plan, Meal Plan or Flex Plan, without refund, unless the administration specifically finds substantial mitigating circumstances.
- B. The Plan Holder will be responsible for all charges/purchases made against the Customized Flex Plan Meal Plan or Flex Plan. Meal Plans and Flex Dollars are encoded on the UK ID Card. Lost IDs should be deactivated online through the myUK account/Financial Tab/Maintain Plus, Meals, Flex or call the UK WildCard ID Office at (859) 257-1378. The Plan Holder is responsible for purchases made until the ID is deactivated or reported lost or stolen. The Plan Holder shall be accorded the remainder of the account balance upon securing a replacement ID card.
- C. This Contract is for the academic year. The Plan Holder will automatically be billed each semester. The financial transactions are processed through Student Account Services.
- D. The Plan Holder will begin the spring semester on the same plan they were enrolled in at the end of the fall semester (see Section VI. A. for changes.)
- E. The Meal Plan program is designed around Plan Holders using their Meal Swipes in residential dining facilities Fresh Food Company at The 90 and Blazer Dining at Blazer Hall.
- F. At the discretion of UK Dining (with University review and approval), facilities where Meal Swipes or Flex Dollars are accepted may change during the year.
- G. On the Unlimited Meal Plan, Unlimited Meals refers to usage in Fresh Food Company and Blazer Dining up to every 30 minutes during operating hours. Unused Weekly Meals cannot be refunded, accumulated, or carried over to the next week. Unused Block Meals cannot be refunded or carried over the next semester. Unused Flex Dollars will carry forward from fall to spring for Plan Holders enrolled in a Customized Flex Plan, Meal Plan or Flex Plan for the spring semester. All Flex Dollars are non-transferable, non-refundable and expire at the end of the Spring semester.

- H. In residential dining facilities, Fresh Food Company and Blazer Dining, Plan Holders have the option of eating in the dining facility or taking the meal to-go, but are not permitted to do both at the same time or during the same visit.
- I. The community nature of a residential dining facility is unique, with elements of both a home atmosphere and a restaurant-dining environment. Plan Holders must respect the rights of, and cooperate with, other Plan Holders in maintaining a clean and pleasant atmosphere.

## V. MEAL PLAN CHANGE, CANCELLATION, REQUEST FOR RELEASE, AND WITHDRAWAL POLICIES

### A. MEAL PLAN CHANGES

1. Plan Holders may upgrade or downgrade their Customized Flex Plan, Meal Plan or Flex Plan online at <http://www.uky.edu/ukdining> by selecting another plan and completing the checkout process prior to the deadline or may submit the completed form in person at UK Dining prior to the deadline.
2. Upgrades may be made at any time during the semester. Charges for a Customized Flex Plan, Meal Plan or Flex Plan will be prorated. The downgrade deadline is September 8, 2017, for fall and January 26, 2018, for spring. Downgrades will not be accepted after these dates. Any charges or refunds would be prorated.
3. Plan changes made during the semester will take affect beginning the Sunday after the form is submitted online or in person at UK Dining. Submissions received outside normal business hours will be processed on the next business day.

### B. CANCELLATION

If, after completing a **Non-Residence Hall** Customized Flex Plan, Meal Plan or Flex Plan Application and Dining Contract, a Plan Holder chooses to cancel the Contract, the Plan Holder is required to do so prior to first day meal plan becomes active for each semester. Plan Holder must communicate in writing to [contactukdining@lsv.uky.edu](mailto:contactukdining@lsv.uky.edu) or by mail to the following address: UK Dining Center, The 90, 440 Hilltop Avenue, University of Kentucky, Lexington, KY 40506. The Official Date of Cancellation will be the date the cancellation notification is received by the UK Dining Center. There is no cancellation once the plan holder has used any portion of the Meal Plan or Flex Plan.

### C. REQUEST FOR RELEASE OR REDUCTION

Request to cancel a meal plan contract after the cancellation period has passed (refer to section VI. B.) will only be approved upon written consent by the Housing & Dining Appeals Committee (the "Committee"). Those Plan Holders with approved consent by the Committee will be subject to charges as determined by the Committee. Plan Holders who wish to be released from this Contract must first file an appeal through the Committee and receive written approval from the Committee. Submitting a release request does not guarantee an approved release from this Contract or release the Plan Holder from their financial obligation. Plan Holders should continue to utilize the Meal Plan or Flex Plan while in the appeals process. Any refunds granted will be prorated. Parents are not eligible to file an appeal on behalf of the Plan Holder.

The grounds for appealing for release from this Contract are as follows:

1. **Financial Hardship:** Financial reasons for release will be considered if it can be verified that a significant change in the financial status of a Plan Holder's family or background had occurred since the date the Plan Holder signed the Contract. Examples might include a death of a parent, permanent lay-off of a parent, family bankruptcy, etc. Plan Holder will be required to submit estimated financial contribution from FAFSA and other relevant documents during a meeting with the University Financial Ombudsmen to be considered.
2. **Medical Hardship:** UK Dining makes every effort to accommodate Plan Holders with dietary restrictions due to medical conditions. Plan Holder will be required to submit a letter signed by the Plan Holder's physician on their letterhead indicating the restrictions and why the campus-dining program may not be able to accommodate them. Plan Holder will also be required to meet with the Disability Resource Center (DRC) and the UK Dining dietitian. Medical reasons for release will be considered if the DRC and the UK Dining dietitian determine that reasonable accommodations cannot be made.

3. **Greek House with a Dining Plan**: Plan Holders in a residence hall that move to a University owned Greek House that has a Dining Plan may reduce their UK Dining Plan to an all-flex plan by September 8, 2017, for the fall semester or January 26, 2018, for the spring semester and receive a prorated refund. **An appeals request form and verification from Greek Life are required to make plan adjustments.** Plan Holders moving to a Greek house that does not have a commercial kitchen are not permitted to reduce their existing Meal Plan or Flex Plan.
4. **Study Abroad**: Plan Holders studying abroad during part of a semester may reduce their UK Dining Plan to an all-flex plan by September 8, 2017, for the fall semester or January 26, 2018, for the spring semester and receive a prorated refund. Plan Holders studying abroad for a full semester may apply for release by September 8, 2017, for the Fall semester or January 26, 2018, for the Spring semester. An appeals request form and verification from Enrollment Management are required to make plan adjustments. **Plan Holders will be required to resubmit this request the next semester if study abroad travel is continued.**

These are not grounds the Committee considers during the contract appeal review process:

- A. **Vegetarianism or Veganism**: UK Dining carefully considers the needs of vegetarians and vegans in menu planning and equipment maintenance. Residential dining facilities Fresh Food Company and Blazer Dining offer vegetarian and/or vegan items as part of their menu. Additional facilities also offer vegetarian and/or vegan items throughout campus. Menus and nutritional information are available at [www.uky.edu/UKDining](http://www.uky.edu/UKDining). Plan Holders can meet with the UK Dining dietitian to go through menus in detail, discuss preferences, and request additions.
  - B. **Celiac Disease or Gluten allergies**: UK Dining carefully considers the needs of Plan Holders that cannot eat gluten in menu planning and equipment maintenance. Residential dining facilities Fresh Food Company and Blazer Dining offer items made without gluten either as part of their regular menu or upon special request. Menus and nutritional information are available at [www.uky.edu/UKDining](http://www.uky.edu/UKDining). Plan Holders can meet with the UK Dining dietitian to go through menus in detail, discuss preferences, and request additions.
  - C. **Eating Disorders**: Support for Students struggling with disordered eating or an eating disorder is available through the Counseling Center or the UK Dining dietitian.
  - D. **Conscious Choice or Opinions**: A Plan Holders' conscious choice or opinions -- for example: "dining food is unhealthy or disagreeable, dining does not offer the options I want, or I am following diet X and can't find anything to eat, etc." -- is not considered justification for release. Menus and nutritional information are available at [www.uky.edu/UKDining](http://www.uky.edu/UKDining). Plan Holders can meet with the UK Dining dietitian to go through menus in detail, discuss preferences, and request additions.
  - E. **Plan Holder's Schedule**: Plan Holders' should familiarize themselves with the dining schedule, facilities, and meal periods and consider these hours when planning for classes, work off campus, and extracurricular activities. Locations and hours of operation are available at [www.uky.edu/UKDining](http://www.uky.edu/UKDining). Assistance is available through the Dining Center to help determine the best way for a Plan Holder to utilize their Meal Plan or Flex Plan.
  - F. **Plan Holder's Lack of Knowledge**: It is the Plan Holders' responsibility to read the Contract and accept its conditions prior to signing. It is also the Plan Holders' responsibility to regularly check and maintain their bill with UK Student Account Services.
  - G. **Moving from a University Residence**: The Plan Holder's moving from a University residence hall into other accommodations during the school year is not a ground for appeal except for those stated above. The Meal Plan portion of the Housing and Dining Contract is valid even after a Plan Holder vacates University housing. Meal Plans are annual contracts. The Plan Holder is charged a cancellation fee and has the option to apply said fee toward the purchase of a Meal Plan (not Flex Plan).
- D. DENIED ADMISSION OR ACADEMIC SUSPENSION
1. If a Student is denied admission to the University or BCTC, the Student will not be charged for any fees, provided that Plan Holder cancels their Dining Contract with the Dining Center prior to first day meal plan becomes active for each semester.
  2. If a Student is suspended from the University or BCTC for academic reasons then prorated Meal Plan or Flex Plan charges will be assessed through the date written notification is received to UK Dining or the date the Plan Holder last utilized a dining facility, whichever occurred later.

3. UK Dining may cancel this Contract if a Student's admission to the University or BCTC has been denied or cancelled.

#### E. WITHDRAWALS DURING THE CURRENT SEMESTER

1. If a Plan Holder withdraws from enrollment in the University or BCTC during an academic semester, this Contract will be terminated immediately upon the Plan Holder's withdrawal and receipt of notification in writing to UK Dining of such withdrawal. The Plan Holder's failure to provide written notification to UK Dining of withdrawal will result in the Plan Holder's continued responsibility to pay Customized Flex Plan, Meal Plan or Flex Plan charges hereunder, regardless of last usage of the plan, until official written notification of withdrawal is received by the Dining Center, or until this Contract is cancelled by UK Dining.
2. If a Plan Holder withdraws from enrollment in the University or BCTC during an academic semester, they will be assessed a prorated charge for the Customized Flex Plan, Meal Plan or Flex Plan for each day until withdrawal has been completed and Plan Holder has notified UK Dining of Plan Holder's withdrawal. If Plan Holder's withdrawal occurs after the twelfth (12th) week of classes, then Plan Holder will be responsible for the full semester charges for their plan.
3. If the Plan Holder withdraws from the University or BCTC during the period of this Contract, but fails to notify UK Dining, he or she may be subject to denial of any future Meal Plan or Flex Plan. If the Plan Holder withdraws from the University or BCTC during the period of this Contract and then re-enrolls during the same semester they withdrew, the Contract shall remain valid.
4. For non-residence hall students, notice of withdrawal from the University or BCTC, as well as changes to address, must be made in writing directly to the Dining Center. Plan Holder understands that notices made to the Registrar's Office, Admissions Office, Housing Assignments office, or other University or BCTC offices do not constitute official notice to UK Dining.

#### F. WITHDRAWALS OR ACADEMIC SUSPENSION BETWEEN FALL AND SPRING SEMESTERS

Plan Holders who had a **Non-Residence Hall** Customized Flex Plan, Meal Plan or Flex Plan for the fall semester and are not returning to the University or BCTC for the spring semester must notify the Dining Center in writing prior to the first day of class of the spring semester,

If the Plan Holder has not provided the aforesaid notice to UK Dining prior to the first day of class of the spring semester, then Plan Holder will be considered as a current Plan Holder and assessed spring semester rate for Plan Holder's assigned Meal Plan or Flex Plan.

G. PLAN HOLDERS WHO NOTIFY UK DINING THEY ARE NOT RETURNING to the University or BCTC for the spring semester, and who subsequently do return to the University or BCTC for the spring semester will be assessed the full spring semester Customized Flex Plan, Meal Plan or Flex Plan fees for Plan Holder's previously assigned Customized Flex Plan, Meal Plan or Flex Plan.

**VI. SUGGESTIONS & ASSISTANCE:** Should you have any questions regarding this Contract or Meal Plan, please contact us at UK Dining at (859) 257-2220 or [contactukdining@lsv.uky.edu](mailto:contactukdining@lsv.uky.edu)

The plan holder is responsible for knowing and observing University regulations and policies as set forth in official publications, to include but not limited to the CODE of STUDENT CONDUCT. Upon signing this application, the plan holder shall be liable for all required payments and charges. **The University reserves the right to withhold all grades and transcripts until all charges are paid in full.**

**I understand and agree to the terms and conditions outlined above:**

Plan Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Plan Holder Name (Legibly Printed): \_\_\_\_\_ ID Number: \_\_\_\_\_