



2002-2003 Wet/Dry Access Card Policy

I. Goal

To allow an undergraduate student of the University of Western Ontario ('University') who is under the legal drinking age of Ontario to gain access to designated University Students' Council ('USC') venues and events where alcohol is available to persons of the legal drinking age of Ontario.

II. Scope

This policy applies to any undergraduate student at the University of Western Ontario who is under Ontario's legal age of majority (nineteen years of age) and who obtains a Wet/Dry Access Card.

Cardholders are reminded that the Wet/Dry Access Card Policy operates subject to the Liquor Licence Act, R.S.O. 1990, c. L.19 and the Campus Alcohol Policy ('CAP'). Therefore, each cardholder may be subject to provincial prosecution for a breach of the Act or academic sanctions for a breach of the CAP, irrespective of this Policy.

III. Definitions:

'Committee' shall mean the Wet/Dry Card Administration Committee, composed of 3 voting members and 1 non-voting member as designated below:

- a) the USC Wet/Dry Commissioner (Chairperson) as a voting member;
- b) the USC Assistant General Manager as a voting member;
- c) the 1st Year Student's Commissioner or a member of the Student's Caucus; if the position is vacant, any first year student selected by the Legal Affairs Officer (LAO) who must be approved by the USC Board of Directors to fill this position as a voting member;
- d) the Assistant Legal Affairs Officer (ALAO), or, the LAO if the ALAO is unavailable, as the non-voting member.

'Possess' includes the handling of alcohol at any time for any duration.

'Student' shall mean any undergraduate student at the University of Western Ontario who is under the legal drinking age of Ontario.

'Card' shall mean a Wet/Dry Access Card issued by, or issued under authorization of, the USC Wet/Dry Commissioner.

'Wet/Dry Event' shall mean any designated event at which a Wet/Dry Card will be accepted, as authorized by a director or officer of the USC or by the USC Wet/Dry Commissioner, and includes at all times any bar and/or restaurant operated by the USC.

IV. Conditions of Use

1. The Card shall only be issued upon a student signing a Wet/Dry Access Card Agreement of Understanding. Once issued, the Card must be used in accordance with this Policy.
2. The Student is deemed to have accepted all terms of this Policy upon first use of the Card.
3. A student must not make fraudulent use of the Card, which includes, but is not limited to:
 - a) allowing, either directly or indirectly, another individual to use the Card, regardless of whether or not the individual is a student, and whether or not the individual is entitled to a Card;
 - b) altering the Card, Western 1 Photo ID card, or other ID for the purpose of gaining access to a Wet/Dry Event.
4. A student shall not make fraudulent use of another student's Card, which includes but is not limited to:
 - a) using, or attempting to make use of, another student's Card for the purposes of gaining access to an Wet/Dry Event;
 - b) possessing or making use of an unauthorized Card.
5. A student shall notify the Wet/Dry Commissioner in the case of a damaged, lost or stolen Card. The Wet/Dry Commissioner shall proceed in accordance with Section VI.
6. The Card is non-transferable.
7. The Card is the sole property of the USC, and shall ONLY be used at The Spoke, The Wave, or any other specifically authorized USC Wet/Dry Event. Use of the Card at any unauthorized establishment or event is prohibited.
8. The Card must be used in conjunction with two (2) other valid forms of photo identification, one of which must be a Western 1 Photo ID card. Valid identification includes, but is not limited to, a Provincial Driver's License, Passport, or other Government issued photo identification.
9. The student shall exchange the Card for a hand-stamp and/or a wristband upon entry to a Wet/Dry Event.
10. The student shall not purchase, possess, or consume, or attempt to purchase, possess, or consume alcohol of any form, while at a Wet/Dry Event.

11. The student shall retrieve the Card upon leaving the Wet/Dry Event. The Card will not be returned to the student unless the hand-stamp and/or wristband has not been damaged, tampered with, or removed, and no attempt has been made in this respect. Whether or not the Card will be returned to the student shall be at the sole discretion of the individual responsible for returning the Card at that time.
12. Any student breaching any of the above conditions of use shall be reported to the LAO, or his designate, who will proceed in accordance with Section VI.

V. Penalties

1. A student shall be subject to penalties for not complying with this Policy.
2. Penalties shall be as follows:
 - a) Subject to section VI, subsection 2, at the time of the alleged infraction, any USC staff member or agent of the USC delegated this task by management or any manager of The Spoke or The Wave may give a warning to the student(s) involved in the alleged infraction;
 - b) Subject to Section VI, subsection 2, at the time of the alleged infraction, any USC staff member or agent of the USC delegated this task by management or any manager of The Wave or The Spoke may evict the student(s) involved from the Wet/Dry Event;
 - c) Subject to Section VI, subsection 2, the decision to provide a warning or to evict a student is at the sole discretion of the USC staff member or agent of the USC or manager of The Spoke or The Wave who witnesses the alleged infraction;
 - d) Subject to Section VI, subsection 2, any USC officer and/or manager of The Spoke or The Wave may warn or evict a student if he or she has reasonable cause to believe that the student has violated this Policy;
 - e) The Committee may levy administrative costs and return the petitioner's Card after holding a Committee meeting as described in Section VI, subsection 3;
 - f) The Committee may rescind the petitioner's Card privileges for the remainder of the current academic year after holding a Committee meeting as described in Section VI, subsection 3.

VI. Procedures

1. Reprint of Cards
 - a) Only lost, stolen or damaged cards will be reprinted.

- b) The Wet/Dry Commissioner may reprint any damaged Card if the Card is returned to the Wet/Dry Commissioner. Reprinting of damaged cards will be subject to costs, the total of which shall not exceed five dollars (\$5.00). Any Card that is claimed to be damaged, and not returned to the Wet/Dry Commissioner will be treated as a lost Card.
 - c) The Wet/Dry Commissioner may reprint any Card if he or she reasonably believes the Card is lost or stolen. This decision shall be at the sole discretion of the Wet/Dry Commissioner. Reprinting any lost or stolen Card will be subject to costs and an administrative fee, the total of which is not to exceed twenty dollars (\$20.00).
- 2. Purchase, possession, or consumption of alcohol; attempts to purchase, possess, or consume alcohol; other fraudulent uses of the Card
 - a) If the alleged infraction is that the student purchased, possessed, or consumed alcohol or attempted to purchase, possess, or consume alcohol of any form while at a Wet/Dry Event, the student shall be removed from the event, and the Card shall be confiscated.
 - b) If the alleged infraction is that the student made or attempted to make fraudulent use of the card in a way that contravenes this Policy the student's Card shall be confiscated.
 - c) The individual who witnesses the alleged infraction and who confiscates the Card shall send notification of this confiscation within five (5) business days through a written incident report to the LAO.
 - d) The report will include a description of the alleged infraction, an identification of those involved and the contact names and telephone numbers of those involved whenever possible.
 - e) The LAO or the individual to whom the LAO assigns this duty, shall notify any involved student. This notification will include an explanation of the confiscation and the petition procedure, and shall occur within fifteen (15) business days of the LAO, or his designate, receiving notice of the alleged infraction.
 - f) Any confiscated Card in possession of the USC will remain in possession of the USC unless it is returned to the student in accordance with this Policy.
 - g) Any involved student may make a written petition to the LAO or to the LAO's designate to have the Card returned.
 - h) Any petition must be made within fifteen (15) days of the student receipt of the notification of the alleged infraction, and shall include:
 - i. all relevant facts and matters that may have led to the confiscation of the Card; and
 - ii. any additional information that may be beneficial to the Committee in rendering a decision regarding the petition.

3. Decision of the Committee

- a) If the student does not submit a petition to have the Card returned, the LAO shall not notify the Committee Chair and the Card shall not be returned.
- b) Upon receiving a written petition, the LAO, or the LAO's designate, shall notify the Committee Chair and forward the petition.
- c) After receiving the petition, the Committee must meet and deal with the alleged infraction within fifteen (15) business days to decide on the appropriate action. The meeting will be subject to the following:
 - i. The Committee shall invite the petitioner and may invite any other person who has information regarding the alleged infraction to the meeting where the allegations will be addressed. The student may attend the meeting to present his arguments as to why his Card should be returned with or without additional penalties;
 - ii. A written report of the minutes of the meeting along with the Committee's decision will be made available to the student and available upon request within three (3) business days.

4. Right to Appeal

- a) The Committee's decision is final.



2002-2003 Wet/Dry Access Card Agreement of Understanding

This Agreement of Understanding is between the University Students' Council ("USC") of the University of Western Ontario ("UWO") and the following UWO student:

Last Name
(Please Print in BLOCK Letters)

First Name

Student #

Card #

London Address: _____

London Phone Number: _____

Use of the 2002-2003 Wet/Dry Access Card ("Card") is a privilege that allows underage students to participate in activities that are otherwise legally reserved for those who have reached the age of majority. The undersigned UWO student ("student") agrees to abide by the Wet/Dry Access Card Policy ("Policy") and this Agreement, in consideration for which, he or she shall have the privilege of using the Card at all USC designated Wet/Dry Events and venues. ***The student is deemed to have read and agreed to all terms of the Wet/Dry Access Card Policy upon first use of the Card at a USC designated Wet/Dry Event or venue. The Policy may be found at www.usc.uwo.ca/wet-dry.*** Violation of the Policy or this Agreement may result in the revocation of the student's Card. The student is reminded that he or she is subject to the *Liquor Licence Act*, R.S.O. 1990, c. L.19 and the Campus Alcohol Policy and can be subject to provincial prosecution for a breach of the former and academic sanctions for a breach of the latter.

1. The Card is non-transferable.
2. The Card is the property of the USC and may be revoked at any time at the discretion of the USC in accordance with the procedures set out in the Policy.
3. The Card shall be used in accordance with the Policy and the Campus Alcohol Policy.
4. The Card must be used in conjunction with two (2) other valid forms of photo identification, one of which must be a Western 1 Photo ID card.
5. The Card must be returned to the USC once the student reaches the age of majority.
6. The student shall exchange the Card for a hand-stamp and/or a wristband upon entry to a Wet/Dry Event.
7. The student shall not purchase, possess, consume, or, attempt to purchase, possess, or consume alcohol of any form during a Wet/Dry Event. Violation of this condition shall result in the student's ejection from the Event, revocation of the student's Card, and a consequent ban from all University liquor-licensed operations. "Possess" includes the handling of alcohol at any time for any duration.
8. The student shall pick up his or her Card upon leaving the Wet/Dry Event. If the student fails to pick up his/her Card, the student's Card shall be confiscated.
9. The Card shall not be returned to the student unless the hand-stamp and/or wristband has not been damaged, tampered with, or removed.
10. The Card shall only be used at The Spoke, The Wave and specifically authorized USC Wet/Dry Events and venues. Use of the Card at any unauthorized establishment or event is prohibited.
11. This Agreement of Understanding shall expire on the date on which the student reaches the age of majority for Ontario or April 30, 2003, whichever is earlier.

I have read and understood this Agreement of Understanding dated, _____, 2002.

(Signature of Student)

(Print name of Student)

David Lo, USC Wet/Dry Commissioner

Anatoly Dvorkin, USC Legal Affairs Officer