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### **Application of the Terms and Conditions**

- Official Contract. The Terms and Conditions are made part of the contract between the student, INTO Mason, and George Masor University (the University). If the Terms and Conditions ever conflict with another document or a promise made by a person at the University or INTO Mason, the Terms and Conditions will be the governing document and official contract.
- Changes. The University and INTO Mason reserve the right to amend, or make changes to, the Terms and Conditions as needed. The Terms and Conditions published on the INTO Mason website shall supersede any printed version provided to the student. Upon request, INTO Mason shall provide the student with a printed copy of the current Terms and Conditions.
- Entry into the Contract. The student enters the contract with the University and INTO Mason by signing the acceptance form and paying the deposit. By entering into the contract, the student promises to pay all charges, comply with due dates, and
- comply with policies, as described below.

  Applicable Regulations. The INTO Mason student's registration and student's legal status will be subject to all federal and state laws, and all students are responsible for knowing and abiding by all University and/or INTO Mason policies, regulations, the University's Honor Code, and the University's Code of Student Conduct.
- Other Organizations. The University and INTO Mason may hire other organizations to provide some of the services described in the Terms and Conditions without needing permission from the student.
- Definitions
  - "Program" refers to individual courses of study. INTO Mason Programs include: General English (GE), Academic English (AE), College Year Abroad (CYA), and Pathway (PW).
  - "Study Plan" means all of the Programs offered to and accepted by the student at the time of admission. If the student has chosen multiple Programs (General English, Academic English, College Year Abroad, and Pathway), the Study Plan includes all Programs and is for the entire amount of time needed to complete all Programs.
  - "Balance due" means the amount of money the student owes to INTO Mason and the University. It is the remaining part of a statement, after a deposit is paid, that the student must still pay.
  - "Cancellation" means changing a decision to study at INTO Mason and deciding not to come at all
  - "Deferral" means postponing the start of a Program to a
  - "Published start date" means the date when a Program will

#### nic Program Offer of Entrance, Deposit and Payment

- Academic Program Offer Letter. INTO Mason will send an offer letter to students who have been accepted into a Program. In order to accept the offer, the student must sign the acceptance letter and pay a deposit. At the point that the deposit is paid and the signed acceptance letter is returned, the student has accepted the Terms and Conditions and entered into the contract with INTO Mason and the University. A student is bound to the Terms and Conditions for all Programs within the Study Plan.
- Academic Program Deposits. The deposit payment confirms the student's enrollment and, if applicable, confirms the housing reservation.
  - Tuition Deposit. The student must pay the following deposit to confirm enrollment in a Program
  - 1. \$2,000 for Academic English/Pathway tuition
  - 2. \$1,000 for General English/College Year Abroad tuition
  - Deposit for Multiple Programs. If a student has selected more than one Program as part of his or her Study Plan, the student must pay the larger of the two amounts.
  - Refunds. The deposit is refundable only if a student is unable to meet visa entry requirements. To get a refund, a student must send INTO Mason an official visa rejection letter before the published start date of the Study Plan.
  - Confirmation of Deposit. After receiving the signed acceptance form and deposit, INTO Mason will send the student a letter confirming enrollment, an I-20 form (if applicable), and an invoice for the balance due.
  - Housing Deposit. Students living in University housing must also pay a Housing Deposit, described in the student's offer letter. The current amount of such a deposit is:
  - \$2,000 for Academic English/Pathway housing
  - 2. \$1,000 for General English housing (if available)
  - Academic Program Payment.
    - Payment Due Date. Following the payment of the deposit, the student must pay the total balance due no later than four (4) weeks prior to the published start date of the student's Study Plan.
    - Proof of Financial Support from a Government Sponsor
      - Payment Due Date. If a student is applying for a scholarship from a government sponsor, the student must either pay the total balance due, or provide an official letter of financial guarantee from the sponsor:
        - For Academic English and Pathway Programs, no later than the end of the third week of classes
        - For General English and College Year Abroad programs no later than the end of the first week of classes.

- 2. Unofficial Documentation. A student who has an approved unofficial letter of financial guarantee or admissions purposes financial guarantee may register for classes. However, if the official letter of financial guarantee is not received by the due date, INTO Mason will withdraw the student from his or her classes, and the student shall be dis-enrolled from the INTO Mason Program.
- 3. Guarantee. An official letter of financial guarantee must promise to pay for the entire Program of study at INTO Mason.
- Sponsor Payment. Sponsors will be invoiced for their portion of fees, and the student will be refunded any credit balance remaining on his/her account after payment has been received from the sponsor. Students who wish to have their health insurance waived due to sponsor-provided coverage must comply with the University Student Health Services waiver procedures
- Overdue Payment. If the student has not paid the balance due by the due date, INTO Mason reserves the right to cancel enrollment unless the student has made special arrangements, in writing, for late payment. INTO Mason will charge interest on the overdue balance at the rate of 2% per month (24% APR), starting the month of the balance due date until the student fully pays the
- Express Mail. An express mail fee will be charged every time express mail is used to send Program documents.

## **Academic Program Cancellations, Changes and Transfer** There will be no refund for students who cancel, withdraw, or are suspended or dismissed from any INTO Mason Program, or expelled

- from the University, after the published start date Visa Denial. A refund may be awarded if the student cannot obtain a visa. The student must provide an official visa rejection letter by the published start date of the Study Plan.
- Deferral of Program Start Date. If a student wishes to change his or her start date, the following apply:
  - Deferral due date and fee. If the student asks to defer a Program at least four (4) weeks before the published start date, he or she will not pay a cancellation fee. If the student defers the Program with less than (4) weeks prior to the Program start, he or she must pay the cancellation fee as described in Section 3c.
  - Request Limit. A student may make two (2) requests to defer the Program start date without a fee. Any additional deferral requests will be charged a \$300 Program Deferral
- Cancellation Fees. If visa entry requirements have been met, the
  - Cancellation Before the Published Start Date, A student who cancels before the published start date must pay the following cancellation fees:
    - 1. For Academic English/Pathways: \$2,000 cancellation
  - 2. For General English/College Year Abroad: \$1,000 cancellation fee
  - Cancellation After Published Start Date. INTO Mason will not refund Program fees, tuition, or deposits if the student cancels, withdraws, or is suspended or dismissed from any INTO Mason Program after the published start date. The student must also pay housing cancellation fees (described in Section 8, Housing)
- Cancellation of Health Insurance. Students canceling their Program must check with the University health center regarding the cancellation and refund policy
- Change of Program.
  - Administrative Fee. A student must pay a \$250 administrative fee to change his or her Study Plan
  - Transfer of Credit. Academic credit may not transfer from one Program to another, which means that the student may need additional classes, at an increased cost.
  - Refund. A student currently enrolled in a Pathway Program will not receive a refund if making a change to a lower-cost
  - Notice. The student must submit his or her change request to INTO Mason two (2) weeks prior to the published Program start date.
- Transfer and Transfer Due Date. If a student has enrolled in an INTO Mason Program and wants to transfer to another INTO Partner School, the student must request the transfer before the published start date for the INTO Mason Program. If the request is made after the published start date:
  - For a student enrolled in Academic English, General English, or College Year Abroad, there will be no transfer of tuition for the currently enrolled term/session, but the remaining tuition paid will be transferred to the future INTO Partner
  - For Pathway Programs, if the transfer request is made on or after the published start date, there will be no transfer of

#### Progression in Academic Programs

- Application Information
  - Academic Assessment. The University and INTO Mason accept the student based on the information in the application. If, when the student arrives at the University, his or her actual English language and/or academic skill is very different from the information in the application, then the University and INTO Mason may change the student's Study Plan. The new Study Plan may require additional time and cost to the student.
  - False Information. If any student, either individually or through an educational representative, gives false information in the application or provides falsified documents to meet admissions criteria, the student will be dismissed from the University.
- Length of Pathway Programs. A student must normally complete Pathway Programs in one (1) or two (2) semesters, depending on the Program. If a student does not progress into degree status after that time, he or she will be dismissed.
  - Extension and Due Date. The University and INTO Mason will tell the student if he or she will be dismissed. A student may request an extension to continue studying in a Pathway for one additional semester by sending a letter to the INTO Mason academic advising office, no more than 14 days after the student is told that he or she will be dismissed. This request must be approved by the academic advising office. An extension is not guaranteed.
- Requirements for Progression to Degree Status
  - Attendance and Grades. A student must meet attendance and academic requirements in order to progress to degree status. Students who fail to follow academic and attendance polices are subject to discipline. Each Pathway Program has its own requirements for progression. These requirements are described at: intohigher.com/mason. During the International Student Orientation, all students will be made aware of the criteria for successful completion of the courses in their Study Plan.
  - Progression. A student who meets all Pathway progression requirements and meets the University admission requirements for the chosen degree will be permitted to progress to degree status.
    - Currently enrolled students in GE, CYA, AE or PW Programs who are planning to enter a Pathway or University degree-seeking program must also meet the following requirements to progress:
    - Completion of current English term in good standing.
    - Completion of current academic term (which includes all graded Academic English classes in any level) with required passing grades in Reading, Writing, Listening, and Speaking as well as elective content.
    - Current enrollment must not be more than one (1) language level below the desired entry level. NOTE: This includes students who meet the language proficiency requirement on a qualifying test score
  - iii. New Study Plan. A student who does not progress to degree status may ask permission for a new Study Plan. The new Study Plan may require additional semesters or study terms, which may increase costs. A student is not guaranteed an alternative Study Plan or alternative options

## Arrival, Registration and Calendar

- Arrival Date. The student must arrive at least one (1) day before Orientation, and must start his or her Study Plan or the scheduled start date. Registration will occur during the Orientation period.
  - Late Arrival, A student who wishes to arrive late must ask permission in advance from INTO Mason. If a student arrives late without permission from the University and INTO Mason, he or she may need to return to his or her country until the next available start date. The University and INTO Mason will not refund deposits, tuition, housing, or any other fees for that semester and additional late fees may apply. The Study Plan may be delayed.
  - Travel from the Airport (Shuttle Service)
    - Shuttle Service for New Students. INTO Mason will provide transportation for new students from Dulles International Airport (IAD) and Reagan National Airport (DCA) to the University. Additional charges may apply or arrivals to other airports.
    - Reservations. The student must tell INTO Mason that he or she wants to use shuttle service at least 72 hours before arrival to reserve a seat.
    - Flight Delays. If the student's flight is cancelled or delayed, he or she must call INTO Mason's emergency telephone number.
  - Other Transportation. A student may also arrange his or her own transportation.
- Late Registration. A student who registers on or after the first day of classes for the term and does not have permission to register late must pay a \$250 late registration fee. Students enrolled in the Pathway Program who register late will also be assessed the University late fees.
- Calendar and Holidays.
  - Calendar. The University calendar is published at: registrar gmu.edu/calendars Occasionally, the calendar must be changed due to unavoidable circumstances.
  - Holidays. The University is closed during most US holidays These dates are posted on the University calenda

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#### 6. Student Policies

- a. Agreement to Comply with Policies. By entering into the contract with the University and INTO Mason, the student agrees to comply with all policies, rules, and requirements of the University, as well as laws of municipalities and counties, the Commonwealth of Virginia, and the United States of America. Relevant University policies include, but are not limited to:
  - Academic Policies. These include, but are not limited to, the George Mason University Catalog (catalog gmu.edu) and University and INTO Mason attendance policies.
  - Student Code of Conduct (studentconduct.gmu.edu/ university-policies/code-of-student-conduct)
  - iii. University Honor Code (oai.gmu.edu/the-mason-honor-
  - Terms and Conditions of the Residence Hall License Agreement and Dining Service Agreement.
- Policy Changes. The University may change its policies without permission from the student.
- c. Policy Violations. Alleged violations of the Code of Student Conduct and/or the University Honor Code will be referred through the appropriate processes for resolution. Students who are found responsible for violations may receive sanctions that could include suspension or expulsion from the INTO Mason Program, housing, and/or the University.
- Appeals. Students may challenge decisions through established procedures for appeals and grievances.
- e. Cancellation Fees if Suspended or Dismissed. A student who is suspended or expelled from the University because he or she has disobeyed policies must pay cancellation fees, including any relevant housing, dining, and insurance cancellation fees, as described in these Terms and Conditions.
- f. Refunds. Refund payments will be remitted to the original account using the original payment method. On a case-by-case basis, it will be determined if any refunds can be returned to the individual student.

#### 7. Health Insurance

- A non-immigrant international student must have health insurance that meets the requirements of the University, the Commonwealth of Virginia, and the visa requirements of the United States of America.
  - i. Information. Students may get general information on health insurance at: shs.gmu.edu
  - ii. Charges for Health Insurance. Charges for University student health insurance will be applied to the University student account and paid by the student at orientation.
  - iii. Other Plans. A student who has a US-based health insurance plan that meets University requirements may request a waiver through the University's Student Health Services. If the waiver is not approved, students will need to pay for University health insurance.
  - iv. Vaccinations and Immunizations. The University will send information on required vaccinations and immunizations to the student before arrival at the University. Students must get all required vaccinations and immunizations to remain enrolled.

## 8. Housing

- a. Requirement to Live On Campus. A student whose Study Plan includes an Undergraduate Pathway Program must normally live on campus. A student may submit a request for an exemption, using the form provided by INTO Mason, at least four (4) weeks before the published start date. The exemption will be reviewed by the University's Student Services Coordinator for LLC & Housing. The student's exemption must be approved by University Housing and Residence Life; if the exemption is not approved the student must live in University housing and pay all housing and dining fees described in the offer letter. A student who arrives without an exemption and seeks an exemption will be responsible for all housing and dining fees, including the cancellation fee. These fees are outlined in the Terms and Conditions, and housing costs are identified in the offer letter.
- Housing Deposit. The student must pay the following deposit to confirm a housing reservation:
  - i. \$2,000 for Academic English/Pathway housing
  - ii. \$1,000 for General English housing (if space available)
- c. Preferred/Alternate Housing. The University will try to provide the kind of housing that the student prefers but may not always be able to do so. If not, the University will provide an alternative housing notice.
- d. Housing Confirmation. The University will confirm a student's housing when all fees are received.
- e. Dining Plan. A student living on campus must have a dining plan, which is included in housing fees.
- . Housing Cancellation or Change
  - Deposit and Balance Due Date. Each student who lives in on-campus housing must pay a deposit, and pay the balance due four (4) weeks before the start of the Program.
  - Cancellation. If the student cancels housing after he or she pays the housing deposit, the student must pay a housing cancellation fee:
    - If the student cancels on-campus housing at least four (4) weeks before the published start date of the Program or Study Plan, the cancellation fee will be the amount of the housing deposit.

- 2. If the student does not cancel their on-campus housing at least four (4) weeks before the published start date of their Program or Study Plan, the cancellation fee will be either (a) the housing deposit or (b) the established individual daily room rate for the rest of the housing contract, whichever is greater. If a student enrolled in an Undergraduate Pathway Program cancels housing before completing the Undergraduate Pathway Housing Requirement, he or she will not get any housing refund.
- A student who is dismissed or suspended from his or her Program, the University, or University housing must pay his or her cancellation fees as outlined in these Terms and Conditions.
- iii. Exemption Requests. The University or INTO Mason may choose to waive a student's housing fees if:
  - The student completes all of his or her Study Plan.
  - The student has a severe financial problem beyond the student's control.
  - The student has an unexpected medical reason that requires the student to live off campus, and has documentation from a doctor or nurse.
  - 4. The student cannot meet visa entry requirements and provides proof, such as an official visa rejection letter.
- Final Charges. The student must pay additional fees at the end of the contract, if he or she has not properly cleaned the housing, or has damaged or lost any property.

#### 9. Student Information

- a. FERPA Release. Student information is protected by a US law called the Family Educational Rights and Privacy Act. When the student applies to a Program, INTO Mason and the University will ask him or her to sign a release giving permission to the University, INTO Mason, and others to share information with each other, with the student's parents, or an organization sponsoring the student. Signing the release is voluntary, the student may choose to sign or not. However, if the student does not sign, he or she may have to give information back and forth between INTO Mason and the University.
- b. Student Consent for Promotional Materials. INTO Mason may also ask the student to give permission for INTO Mason to use information on the student to promote or advertise similar programs of study, without having to ask permission each time If the student gives INTO Mason permission to do this, the permission will last until the student tells INTO Mason to stop.
- Emergency Contact Information. Each student must give INTO
   Mason information on how to contact family or friends in case
   the student gets sick or has another emergency.

### 10. Program Age Requirements

- Minimum Age. The student must be at least 17 years old on the published start date of his or her Program.
- b. Requirements for Students Under 18. For students who are younger than 18, a parent or guardian must complete a medical information form and a release of liability form. These forms must be completed, signed and returned before the start of the Program, or the student will not be allowed to begin study.

## 11. Vacation Terms and Leaves of Absence

- Vacation Term. The student must apply in advance for a vacation term and must meet all academic and immigration criteria of the Program in order to be eligible. Some Programs are not eligible for vacation terms.
  - i. General English students are not eligible for a vacation term
- Other Leaves. A student must apply for a leave of absence in advance and must meet all academic and immigration criteria of the Program to be eligible. Some Programs are not eligible for leaves of absence.
- i. General English students are not eligible for a vacation term.
   Immigration Regulations. The student is solely responsible for meeting all immigration regulations. If a student has a question about the impact of a leave of absence or vacation term, the student should consult the Office of International Programs and

## 12. General Provisions

- Liability. Neither INTO Mason, the University, nor their staff or representatives will be liable in the event that, for any reason, they are not able to supply a service due to circumstances beyond this control.
- Prices. The prices stated in the 2016-17 brochure are subject to change without notice.
- c. Disclaimer. INTO Mason has taken great care in compiling the information contained in the INTO Mason 2016-17 brochure, which we believe to be accurate at the time of printing. However, the provision of Programs, facilities and other arrangements described in the prospectus are regularly reviewed and may be subject to change without notice.
- Equal Opportunities and Diversity. The student is protected by the University's Non-Discrimination Policy (universitypolicy.gmu. edu/policies/non-discrimination-policy)
- e. Severability. If any provision of these Terms and Conditions is held to be invalid, illegal, void, or unenforceable, then such provision shall be modified by the proper court or other authority to the extent necessary and possible to make such provision enforceable, and such modified provision and all other provisions of these Terms and Conditions shall be given effect separately from the provision or portion thereof determined to be invalid, illegal, void, or unenforceable, and shall not be affected thereby.

f. Governing Law and Jurisdiction. These Terms and Conditions shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Virginia, United States, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Each of the Parties submits to the jurisdiction of any state court sitting in Fairfax County, Virginia, in any action or proceeding arising out of or relating to these Terms and Conditions, and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to these Terms and Conditions in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought, and waives any bond, surety, or other security that might be required of any other Party with respect thereto.