

INTO University of South Florida

Terms and Conditions

Previous years' terms and conditions are available upon request.

1. Terms and Conditions

- a. These are terms and conditions of the agreement between University of South Florida (the University), INTO USF and the student. These terms and conditions are effective upon completion of the confirmation process, as detailed in Section 3 below. These terms and conditions supersede any promises, representations and warranties, whether written or oral, made by or on behalf of the student or the University.
- b. Students should read these terms and conditions very carefully before signing their application for admission.
- c. All students are bound by the regulations, policies and procedures of the University as amended from time to time. These can be found at: <http://regulationspolicies.usf.edu/regulations-and-policies/regulations-policies-procedures.asp>. The University may assign or sub- contract in whole or in part some or all of the benefit and/or burden of this agreement without any approval from the student.
- d. Program (program) refers to individual courses of study. Programs offered by INTO USF include, but may not be limited to:
 - a. Academic English (AE)
 - b. International Year One (IYO)
 - c. Graduate Pathway (GPW)

A full list of programs offered is available at <https://www.intostudy.com/en-gb/universities/university-of-south-florida/programs>.

- e. The admitted study plan (Study Plan) refers to the full length of study including all INTO USF programs to which a student is admitted. If a student has been admitted to more than one program at INTO USF and has received an I-20 based on those programs, the Study Plan includes all programs and spans the entire period of time needed to complete all programs.

2. Changes to the Terms and Conditions

- a. The University reserves the right to amend the terms and conditions as needed. The most current terms and conditions will be available at <https://www.intostudy.com/en-gb/terms>.

3. Program Application, Offer, Confirmation and Deposit

3.1 Application

- a. Students should complete their application and submit it to the INTO Application Processing Center.

3.2 Offer

- a. If the student is admitted, the University will issue a written offer. Offer letters may differ from the Study Plan submitted at time of application, depending on student qualifications. The offer letter will include the Study Plan offered, any required deposit(s), and instructions for confirming acceptance of the offer.
- b. In order to accept the offer, the student must sign the accompanying acceptance letter and any required deposit(s). All deposit(s) will be applied toward tuition, accommodation or other charges associated with enrollment.

3.3 Confirmation and Deposit

- a. Receipt of the signed acceptance letter and deposit(s) completes the confirmation process and denotes acceptance of these terms and conditions. Upon completion of the confirmation process, students will receive notice of confirmation, I-20 (as applicable), and any remaining balance.
- b. Completing the confirmation process ensures the student's enrollment in a program and confirms a housing reservation and insurance, where applicable.
- c. Deposit(s) are only refundable in the event that a student is unable to meet visa entry requirements, subject to the receipt of an official visa rejection letter by the published start date of the Study Plan.
- d. If a student enters the United States on an I-20 based on a Study Plan that includes an IYO, GPW or other academic program, the student will be bound by all terms and conditions pertaining specifically to that program and must comply with all of the requirements to maintain his or her status under the I-20 for the duration of the program.

4. Full Payment

- a. The remaining outstanding balance must be paid four (4) weeks prior to the program's published start date. Any variation to standard payment terms must be made in advance and agreed to in writing. The student will not be permitted to register for his/her program until full payment has been made.
- b. If a student is applying for a scholarship from a government sponsor, the student will be required to either (i) pay in full or (ii) provide an official letter of financial guarantee from the sponsor by the end of the third week of classes. Students with unofficial letters of financial guarantee will be allowed to register for classes, but if the official letter of financial guarantee is not received by the deadline, students will be required to pay tuition and fees in full or be withdrawn from their classes and disenrolled from the INTO USF program. An official letter of financial guarantee must specify that the guarantee covers the entire term. 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 University health insurance waived due to sponsor provided coverage must comply with University Health Services waiver requirements.

5. Overdue Payment

- a. In cases of overdue payment, the University reserves the right to suspend or cancel enrollment for students who do not have a pre-agreed arrangement with the University in writing for late payment, and to charge interest on the outstanding balance. Interest will be charged at the rate of 2% per month (24% APR). Upon termination of a student's enrollment, the University will also cancel the I-20 which will impact the student's ability to remain in the United States.

6. Cancellation, Change, Withdrawal and Transfer Policies

6.1 Program Cancellation

If visa entry requirements have been met, the following cancellation charges apply:

- a. There will be no refund for students who cancel or withdraw from any INTO USF program after the published start date. This includes students who do not arrive at the University on or before the program start date.
- b. Cancelling a program prior to the published start date will result in forfeiture of the program deposit outlined in the offer letter received.

- c. Students who are suspended or dismissed from INTO USF will be charged cancellation fees and will not receive a refund for money paid for tuition or other University charges.
- d. Cancellation of a program or Study Plan by the student includes cancellation of the international student insurance plan if the student does not remain at the University. Refunds will be made for the unelapsed period of coverage minus a \$50 administrative charge. Other restrictions from the health insurance provider or the Office of Student Health Services at USF may apply. Students are advised to check directly with the Office of Student Health Services at: <https://www.usf.edu/student-affairs/student-health-services/insurance/>

6.2 Change

- a. Students making a change to their Study Plan will be charged a \$250 administrative fee. Students currently enrolled in an IYO, GPW or other academic program will not receive a refund if making a program change. All change requests must be received prior to the published program start date.

6.3 Withdrawal

- a. If a student does not meet the conditions of the offer letter and the offer of admission is withdrawn, no cancellation fees will be required from the student provided that the student informs INTO USF in writing and sends evidence that the conditions have not been met. This information must be received no later than four (4) weeks before the program start date.

6.4 Transfer

- a. If the student enters the United States on the I-20 for an INTO USF program and immediately requests a transfer to another program, school, college or university, no refunds will be given for the duration of the student's first program with the exceptions of prorated meal plan and health insurance refunds. Any further programs or registration can be cancelled with full cancellation fees attached.
- b. If a student transfers to an INTO partner school, any INTO USF tuition fees will transfer if the request is made prior to the published start for the originating INTO USF program. If the transfer request is made after the originating program's start date, there will be no transfer of tuition for the currently enrolled semester, but the remaining tuition paid will be transferred to the future INTO partner school. If a student has agreed to attend an INTO USF IYO, GPW or other academic program, and has begun the program, there will be no transfer of any fees.

7. Deferral of Program Start Date

- a. All requests to defer a program must be received four (4) weeks prior to the published program start date, unless in the case of a visa denial. Students may make two (2) requests to defer the program start date without penalty. Any additional deferral requests will be charged a \$300 program deferral fee. An express mail fee will be charged every time express mail is used to send program documents. Students who submit deferral requests after the 4-week deadline will be assessed program cancellation penalties.

8. Accommodations

- a. On application, students are invited to select their preferred accommodations. The University agrees to make every reasonable effort to provide the accommodations as requested. If unable to do so, the University reserves the right to provide an alternative type of accommodation which will be charged at the published rate as set out at <https://intostudy.com/en-gb/universities/university-of-south-florida/living/accommodation> . Accommodations are confirmed when full fees are paid. Fees are subject to change.
- b. Students living in University accommodations are required to abide by the terms and conditions of the USF Student Housing Contract, as well as the USF Resident Handbook available at: <https://www.usf.edu/student-affairs/housing/documents/resident-handbook.pdf> . In the case of a conflict, these terms and conditions will control.
- c. Students whose Study Plan includes an IYO program are required to live in University housing unless one of the following exemptions are met:
 - i. AGE: will be 21 years of age prior to the first day of classes of the first term of enrollment
 - ii. MARRIED: (documentation required)
 - iii. DEPENDENTS: have dependent family
- d. The housing requirement is in effect regardless of the number of semesters of AE required prior to the IYO program. If the student is enrolled in the IYO program, but chooses to cancel his/her program, no housing refund will be awarded. Any subsequent housing semesters requested by the student will incur housing cancellation fees as detailed in these terms and conditions.
- e. Fulfillment of the live-on requirement during AE or IYO will count towards, but may not fully satisfy, any additional live-on requirements of the University.

- f. A student seeking a waiver of the requirement to live in University housing for the reasons stated in sections i-iii above must submit a written request to INTO USF by the deadline listed on the form at <https://www.usf.edu/intousf/documents/housing-exemption-form.pdf>.

8.1 Accommodation Changes or Cancellation

- a. If a student has specified his/her intent to stay in University housing, a housing deposit must be made and the student will be responsible for housing charges for the entire term specified in his/her application form. Cancelling accommodations after payment of the INTO USF housing deposit will result in the following cancellation fees:
 - i. For students who cancel their on-campus housing at least four (4) weeks prior to the published start date of their program or Study Plan, the cancellation fee will be the deposit.
 - ii. For students who do not cancel their on-campus housing at least four (4) weeks prior to the published start date of their program or Study Plan, the cancellation fee will be the greater of the housing deposit or the established individual daily room rate for the remainder of the housing contract. IYO students who cancel their housing prior to fulfillment of the IYO Housing Requirement will not receive any housing refund.
 - iii. Housing exemption requests must be submitted by the deadline listed at <https://www.usf.edu/intousf/documents/housing-exemption-form.pdf>. Exemption requests received after these deadlines will be treated as cancellations, and as such will incur cancellation fees.
 - iv. Students who are dismissed or suspended from their program, the University or University housing will be charged cancellation fees as outlined in these terms and conditions.
 - v. Students who fail to arrive without notifying INTO USF will not receive a housing refund.
 - vi. In all cancellation scenarios, any meal plan overages will not be refunded, and will not count toward any applicable cancellation fees.
- b. Accommodation cancellation fees may be waived based on a student petition for the following reasons:
 - i. The resident completes his or her entire program.
 - ii. The resident suffers significant and unforeseeable financial hardships outside the resident's reasonable control.
 - iii. The resident has an unforeseen, documented medical reason which requires the resident to live off campus.
 - iv. The resident is unable to meet visa entry requirements, subject to the receipt of an official visa rejection letter.

If a waiver or cancellation has been requested and approved, charges will not be finalized until the resident vacates Housing. Additional charges may be incurred by the student if the facility has not been properly cleaned or there is lost/damaged property.

9. Health Insurance

- a. The University requires non-resident international students to be covered by health insurance which meets the US Government visa requirements and University requirements. Students who have health insurance coverage that meets or exceeds the coverage offered through the INTO USF program may request a waiver by completing the process through INTO USF.
- b. Students unable to provide evidence of adequate coverage at the time of their application will automatically be enrolled in the current INTO USF health insurance plan to meet enrolment conditions.

10. Student Conduct

- a. Students are required to observe the policies, rules, and requirements of the University, as well as laws of municipalities and counties, the State of Florida and the United States of America, as well as comply with the conditions under which the I-20 is issued.
- b. Students are subject to the standards of conduct as described by University rules and policies, as amended from time to time. Information regarding student conduct may be referenced at the following website: <https://www.usf.edu/student-affairs/student-rights-responsibilities/>

Failure to abide by conduct regulations and relevant laws may lead to suspension from the University and from INTO USF.

11. Appeals

- a. Students may challenge decisions through established procedures for appeals and grievances. Information on appeals procedures is available in the INTO USF Student Handbook as amended from time to time.

12. Late Arrivals

- a. All students are expected to arrive and start their program on the scheduled start date. All late arrivals must be approved in advance and will be considered on a case-by-case basis. No deposits, tuition, accommodation costs, or other fees will be refunded for late arrivals, and additional late arrival fees may apply. Any revision of the Study Plan will

most likely involve additional time and expenditure with regard to tuition and accommodation fees.

NOTE: There are strict deadlines for program entrance. An unapproved late arrival may result in the student being unable to attend classes for the semester and/or enter the United States, and may also require that the student return to his/her country until the next available term.

13. Late Registration

- a. All students who register on or after the first day of classes for the semester and who do not have prior approval to register late will be assessed a \$250 Late Registration Fee. Students enrolled in an IYO, GPW or other academic program may be assessed University late fees as well.

14. Airport Pick-ups

- a. Requests for airport pick-up should be made at least 72 hours in advance. INTO USF cannot guarantee a reservation request made less than 72 hours in advance, however, staff will make every attempt to accommodate late requests.
- b. In the event a flight is cancelled or delayed, students must call the Airport Arrival telephone number published in the Welcome Guide to inform INTO USF Arrival and Housing staff of the new arrival time.

15. Notification of Refund

- a. Refunds of any payments made to INTO USF will only be made to the individual or organization that originally paid the funds. If a third party has paid the funds on behalf of the Student we are unable to refund the funds directly to the Student and any refund will be made directly to the third party who originally paid the funds.
- b. Refunds of any payments made to INTO USF can only be made to the account from which the payment was made originally. Proof of payment such as a receipt or a bank statement showing payment from that account must be produced for a refund to take place. Failure to do so may delay the refund severely or prevent it altogether.
- c. Refunds will not be paid via cash. INTO USF reserves the right not to accept any payment by cash at its own discretion.

16. Academic Standards

16.1 Academic Criteria

- a. Students are accepted into their program with the strict understanding that progression through the program and successful completion of the program are conditional upon satisfactory attendance and successful attainment of specified progression grades and other requirements. During the program orientation, all students will be made aware of the criteria for successful completion of the courses in their program. The assessment of student performance is the responsibility of the course instructor.
- b. Students who do not meet the criteria for successful completion will not be allowed to proceed with their original program. Students may be offered advice on suitable alternative study options which may include retaking, substituting, or adding courses and/or changing their program. An alternative Study Plan may involve additional time and expenditure with regard to tuition and accommodation fees.
- c. Many students find it difficult to complete all requirements for an undergraduate degree in just four (4) years of study (attending only 2 semesters per year). They may need to enroll in one (1) or more additional semesters to stay on track to graduate in four (4) years.

16.2 Academic Standing

- a. Pathway students who fail to follow the academic policies are subject to discipline as outlined in the Undergraduate (www.ugs.usf.edu/catalogs.htm) or Graduate (www.grad.usf.edu/catalog.php) catalogs. In addition, the Pathway program dismissal policy can be found on under Pathway Program Expectations: https://issuu.com/usfpathway/docs/into_usf_pathway_student_handbook
- b. Academic English students who fail to follow the academic policies are subject to discipline as outlined in the Academic Policies section in the USF English Language Program Student Handbook. The handbook can be found at: <https://www.usf.edu/intousf/elp/index.aspx>

16.3 Attendance Standing

- a. Students who fail to follow the INTO USF attendance policies are subject to discipline as outlined in the Academic Policies section in the USF English Language Student Handbook. The handbook can be found at: https://issuu.com/intousf/docs/digital_version_of_elp_student_handbook

16.4 University Progression

- a. Students who meet all progression requirements from an IYO, GPW or other academic program will be permitted to progress into the appropriate University degree program.

16.5 Vacation Terms

- a. Students are required to apply for vacation terms in advance and are subject to meeting all academic and immigration criteria of the program to be eligible. Some programs are not eligible for vacation terms.
- b. IYO students are not eligible for summer vacation.

16.6 Duration of Programs

- a. The duration of programs outlined in the Study Plan are designed based upon application materials and qualifications provided by the student.
- b. Initial IYO, GPW or other academic program study beyond the initial Study Plan may be extended by one (1) semester (2 quarters). Appeals for additional extensions will be considered by an appeals committee on a case-by-case basis.
- c. Students who extend their program may be allowed to take additional content courses in order to maintain full-time status under the advisement and approval of Program advisors.

16.7 English Language and Academic Class Times and Sizes

- a. For all English language programs, classes will normally be held Monday through Friday. Average class size is normally 16 students and generally will not exceed 24 students. Where appropriate, classes may be combined for university-style lectures. Classes are typically held any time between 8 am and 8 pm.
- b. For academic programs, classes will normally be held Monday through Friday. Lessons will typically take place in the form of classes, seminars, labs and workshops. Class sizes will vary depending on the learning format (i.e. lecture, seminar, lab practical).

17. Program Admissions Criteria

- a. Students are accepted into programs in good faith on the basis of the certification they provide to meet the admissions criteria. If, however, the results from the tests and assessment procedures upon arrival provide clear evidence that a student's actual level of English language or academic proficiency is significantly different than claimed, or as

documented, and lower than that required for their designated program, then the student will be formally advised of the results and of applicable options. Students need to be aware that if an alternative Study Plan is advised, there may be a significant change in study time and expenditure with regard to tuition and accommodation fees.

- b. A student, either individually or through his/her representative, who has submitted any information, documentation or certification to meet the admissions criteria which is later found to have been falsified, inaccurate or incomplete may be subject to administrative withdrawal, disciplinary action or prosecution by the University.

18. Student Information

- a. At the time of application, students are requested to sign a release authorizing INTO USF to share information about the student with designated officials of the University, parents and representatives. It is part of the unique nature of the INTO USF program that our center provides constant feedback about academic performance and financial issues to individuals involved in the student's success.
- b. Students may also agree in writing that their records and achievements may be used for promotional purposes without notification and such consent will remain in effect until formally withdrawn in writing.
- c. INTO USF respects your privacy and is committed to protecting your personal information. Further information on how we look after your personal information can be found in our Privacy Notice <https://www.intostudy.com/en-gb/legal-and-privacy-policy>

19. Holidays and Dates

- a. The University is closed during most recognized US holidays. Consult the USF Academic Calendar at <https://www.usf.edu/registrar/calendars/index.aspx>. Official program dates are available at <https://intostudy.com/en-gb/universities/university-of-south-florida/programs>. Dates are subject to change to meet university calendar and will be updated accordingly.

20. Liability

- a. Neither INTO USF, the University, nor their staff or representatives, will be liable for any loss, damage, or injury to persons or property, except where the liability is specified by applicable law. Neither INTO USF, 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 their control.

21. Prices

- a. Prices for programs, fees, insurance and accommodations are available at <https://www.intostudy.com/en-gb/costs/university-of-south-florida> and are subject to change without notice.

22. Banking Regulations

- a. INTO USF abides by the guidance of the Financial Action Task Force (FATF) and our banking service providers in relation to taking actions to help prevent of money laundering and terrorist financing.
- b. INTO USF is bound by international banking restrictions regarding payments to and from certain countries. These restrictions are amended regularly and INTO USF reserves the right to amend its payment acceptance procedures accordingly to ensure that it is compliant with these restrictions.
- c. INTO USF operates an equal opportunities admissions policy and welcomes applications from all students. However, INTO USF reserves the right to refuse to admit a student where in doing so, it risks being in breach of the provisions set out above.
- d. INTO USF reserves the right to refuse to accept any payment where INTO USF reasonably believes that in doing so, it risks being in breach of the provisions set out above.
- e. At January 2018, in line with current global banking restrictions, INTO USF will not accept payments from the following countries/territories: Cuba, Iran, Syria, North Korea and the Crimean Peninsula.
- f. Payments made from a restricted country or territory will be blocked by our global banking partner. In such cases, the payment will be dealt with under the sanctions policy of the bank to which the payment was remitted.

23. Disclaimer

- a. The provision of programs, facilities and other arrangements provided in official online and print formats are regularly reviewed and may be subject to change without notice.

24. Equal Opportunities and Diversity

Please see the USF Diversity Statement at: <https://www.usf.edu/diversity/diversity-inclusion/>

25. Severability

- a. 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.

26. Governing Law and Jurisdiction

- a. These terms and conditions shall be governed by and construed in accordance with the domestic laws of Florida 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 Florida 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 proceedings so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.