

Mercy University International  
University Pathway Program  
**TERMS AND CONDITIONS**

**1. GENERAL INFORMATION**

- 1.1. These terms and conditions contain important information about your Mercy University International - University Pathway Program (UPP) with Mercy University and Oxford International Education Group including:
- Your program
  - Our legal obligations
  - Your legal obligations
  - Contract changes
  - Contract terminations
- 1.2. You should take time to read them carefully and understand them before accepting a place at Oxford International Education Group / Mercy University International - UPP. Please contact us at [pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com) for clarification before you accept a place at Oxford International Education Group / Mercy University International - UPP if there is anything in these terms and conditions that you do not understand.

**2. ABOUT US**

- 2.1. Oxford International is a unique accredited education provider dedicated to creating life-enhancing experiences for students worldwide. Our extensive portfolio covers university pathway programs, a comprehensive range of online academic and vocational courses through the OI Digital Institute and English language schools for adult and junior students in the UK, Canada and USA.
- 2.2. Mercy University is a private university and is committed to providing motivated students the opportunity to transform their lives through higher education by offering liberal arts and professional programs in personalized and high-quality learning environments, thus preparing students to embark on rewarding careers, to continue learning throughout their lives and to act ethically and responsibly in a changing world.

**3. OUR CONTRACT WITH YOU**

The Offer Letter

- 3.1. Mercy University International / Oxford International Education Group will issue you with an Offer Letter which will contain important information including:
- the course of study, tuition, and other related services
  - details about the fees
  - the duration of the contract/program; and
  - details of any conditions that will apply to your program

Conditions with Which You Will Need to Comply

- 3.2. The Offer Letter and these Terms and Conditions will set out any specific requirements with which you will need to comply as a condition of admission and/or registration to the program, in respect of your continued registration.
- 3.3. Your program must be completed in consecutive semesters. This requirement may be waived where there are extenuating circumstances at the discretion of the UPP Director.

#### Provision of Information by You

- 3.4. It is your responsibility to ensure that all information you provide, or which is provided on your behalf at any time (including as part of the application and/or admission process) is and remains true, accurate, complete and not misleading. Failure to comply with this requirement may result in the withdrawal of the offer.
- 3.5. Failure to comply with this requirement may also result in Mercy University International / Oxford International Education Group withdrawing its offer of a place or terminating its contract with you.

#### Offer Acceptance

- 3.6. To accept the offer, you must complete and sign the Acceptance Form and either pay the Tuition Fee Deposit, together with an Administration Fee as specified in the Offer Letter, or submit a Financial Guarantee from a recognized sponsor which relates to Tuition Fees and in value exceeds the amount of Tuition Fee deposit included in the Offer Letter.
- 3.7. On receipt of the completed and signed Acceptance Form and Tuition Fee Deposit (together with any applicable Administration Fee) or sufficient Financial Guarantee, a legally binding contract incorporating these terms and conditions will come into existence between you and us, which remains conditional on you meeting all conditions in the Offer Letter and meeting all immigration requirements.
- 3.8. If you do not accept the offer within the specified time period, we may withdraw the offer.

#### What the Contract Includes

- 3.9. The contract includes the following:
  - Terms and Conditions
  - Offer
  - Refund Policy; and
  - Regulations, policies, and procedures

### **4. YOUR OBLIGATIONS**

- 4.1. You are required to:
  - comply with the terms and conditions of the Contract
  - keep all information provided to us (including your contact details) up to date and notify us promptly of any changes in your information by contacting [pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com) or by informing the UPP Director if you have already enrolled
  - meet any and all conditions set out in your Offer Letter and (where relevant) continue to satisfy them throughout the period of your program of study
  - pay all fees and additional charges when due
  - comply with all codes, regulations, policies and procedures including in respect of attendance, participation on the course and conduct.
  - Begin program on course start date

### **5. OUR OBLIGATIONS AND THE SERVICES WE WILL PROVIDE**

- 5.1. We will
  - provide the teaching, assessments, learning support, housing support and other educational support services with reasonable care and
  - notify you of any changes to the Contract as soon as reasonably practicable.

## 6. FEES AND ADDITIONAL CHARGES

### Your Obligations

- 6.1. Your obligations include paying all Fees and Additional Charges when due as set out in offer letter you will be responsible for making payments when they fall due. If You have arranged for a third party (for example, a financial or government sponsor) to pay Fees and/or Additional Charges you will remain responsible to pay us the Fees and any Additional Charges in the event that the third party fails to do so when those Fees or any Additional Charges become due.

### Administration and Other Fees

- 6.2. In addition to the Tuition Fees, you may also be required to pay the following additional fees:
- an administration fee: This is payable as part of your deposit and is currently \$200 (**non-refundable**).
  - bank charges, surcharges or credit card fees

### Method of Payment and Payment Plans

- 6.3. Methods of payment include wire transfers, credit card and checks.

### Unpaid Fees and Additional Charges

- 6.4. If fees and any additional charges are not paid when they are due, this may result in you being suspended, not being allowed to enroll, re-enroll or not being allowed to graduate.

### Overpayments

- 6.5. Any overpayment will be refunded to the payee minus any incurred charges.

## 7. OUR RIGHT TO MAKE CHANGES TO THE CONTRACT (INCLUDING PROGRAM CHANGES AND CLOSURES)

- 7.1. We reserve the right to make changes to the contract.

### Changes to Pre-Contract:

- 7.2. Examples of changes that we may make at this stage could include:
- changes made in response to feedback from students and/or external examiners;
  - unavoidable changes in our academic or student support staff;
  - program approval / accreditation / validation at the time we advertised the changes
  - changes that are required by law and/or as a result of a regulatory requirement that OIEG, as a provider of educational services, is required to comply with;
  - changes that are required by a statutory, regulatory and/or professional body and/or other regulator;

### Changes after You Have Entered into the Contract with Us:

- 7.3. We can make changes to our Contract including to the Services and/or Program such as:
- reasonable changes to the content and teaching provided on the course of study;
  - to reflect changes in the law and/or professional, regulatory and/or statutory body, government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
  - to comply with validating university and/or awarding/accrediting body requirements;
  - to address and/or to take steps in response to a security threat;
  - in light of student feedback and/or external examiners' feedback;
  - to reflect material developments in academic teaching, research and/or professional standards

- and/or requirements;
- minimum enrolment numbers / fall in future enrolment numbers;
- withdrawal of any relevant validation or accreditation;
- to reflect changes made by the University and/or the requirements of a collaborative partner
- for any other valid reason.

#### What Type Of Changes May Be Made?

- 7.4. Changes possible include but are not limited to the following:
- reasonable changes to the timetable for delivery of the program;
  - reasonable changes to the number of classes/lectures and other teaching activity relating to the program;
  - reasonable changes to the methods by which the program is delivered and/or assessed;
  - reasonable variations to the content and syllabus of the program;
  - changes to the location of the course teaching facilities, provided these are within the same campus
  - and/or provided they are of equivalent quality as those advertised by us;
  - additions and/or withdrawals of certain non-core modules on the program;
  - procedural changes
  - changes to the way that we teach, supervise and/or assess a course to ensure that we are continuing to provide that course to you lawfully and/or in accordance with academic standards and quality;
  - to make additions and/or withdrawals of certain core/compulsory modules
  - significant changes to the location or specification of your program teaching facilities, which could include moving the program to a different campus or a location that is not located near the original delivery campus.
- 7.5. Change of Initial Placement  
Upon arrival to campus, you will be required to take an English language assessment to ensure you are placed into the most appropriate program for your English language skill level. If your assessment score does not meet the criteria for the assigned program listed on your admit letter, you will be placed into a different program. As a result, the length of study may be longer than originally anticipated and may involve additional costs. For the avoidance of doubt, any additional costs incurred are your responsibility to pay.
- 7.6. Change for Unmet Standards  
If you fail to meet the minimum standards of your University Pathway Program for progression into the university, you will be offered advice on suitable alternatives. This may include dismissal, or an extension of your program involving additional time and costs. This may also require presenting additional proof of finances. For the avoidance of doubt, any additional costs incurred are your responsibility to pay.

#### Notification

- 7.7. We will notify you of any amendments via the email address you listed in the application form, by providing you with as much notice as is in our view is appropriate in the circumstances.

### **8. TERMINATION OF THE CONTRACT BY US**

- 8.1. We may terminate the Contract on notice to you such notice as may be appropriate having followed any relevant policies or procedures as a result of:

These Terms and Conditions are Effective for New Applications received after 6/11/2024. To request Terms and Conditions valid for earlier applications, please contact [pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com).

- us becoming aware that information you have provided to us is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading;
- you failing to materially comply with our obligations under this
- you failing to comply with requests for information, to make declarations and/or to meet specific requirements of our program and/or conditions as specified in the Offer Letter;
- your circumstances changing so that you no longer have permission to remain in the USA
- you acquiring a relevant criminal conviction or developing a health condition that prevents you from meeting the occupational health requirements of your course;
- you failing to meet the requirements to register for your program
- breach by you of our regulations, policies, procedures. This includes, but is not limited to, acts of harassment, bullying, assault, battery or endangerment.
- you failing to meet the required standard performance of your course as prescribed by academic and professional suitability requirements;
- if you do not pay your fees by the specified due date for payment. This includes where you have an agreement with a third party (e.g. a sponsor) for them to pay your fees on your behalf;
- where you engage in any activity or otherwise act in a manner that brings us into disrepute;

## **9. TERMINATION OF THE CONTRACT BY YOU**

9.1. You have the right to terminate this Contract in the following circumstances:

- where we seek to make a significant change to the Contract that you do not agree with; and
- at any other time without reason.

## **10. WHAT HAPPENS IF THIS CONTRACT IS TERMINATED**

10.1. In the event of termination of your contract by us or by you as permitted in sections 9 and 10 above, you may be entitled to a refund. See section 14 'Cancellations and Refunds.'

## **11. IMMIGRATION AND VISAS**

- 11.1. If you require a visa to study in the USA, you must comply with any visa requirements.
- 11.2. It is the student's responsibility to obtain the correct immigration status prior to enrolment and to maintain active status during the program of study.
- 11.3. Relevant supporting documentation such as a passport, a valid visa in the passport, valid entry stamp/I-94 record are required before enrolment at the center can commence. If you have a pending visa application, evidence such as completed application form and correspondence with the consulate/ embassy are also required. We do not tolerate fraud or false or misleading representation in the process of obtaining an offer or visa under our sponsorship. This may also have an impact upon any refund of fees you have paid to us. See section 14 'Cancellations and Refunds.'
- 11.4. Students must observe the relevant immigration regulations at all times such as attendance and progress requirements. Breach of such regulations may lead to withdrawal.
- 11.5. Any students withdrawing from a program will have their I-20 terminated if they are not attending another F-1 approved institution.

## **12. OUR LIABILITY**

12.1. We cannot accept responsibility and we will not be liable to you for:

- any damage to your property (including to vehicles and bicycles and to personal property or equipment such as mobiles, tablets and laptops) unless caused by our gross negligence;
- work submitted for assessment that is not returned;
- personal injury or death except in so far as it is caused by our gross negligence.
- loss of opportunity, consequential damages, punitive damages, and loss of income or profit, however arising.

12.2. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Contract that is caused by an event outside our control or an Act of God.

12.3. An event outside our control means any act or event beyond our reasonable control including without limitation:

- strikes, lock-outs or other industrial action by third parties
- strikes, lock-outs or other industrial action by our administration, faculty or contractors
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, government issued lockdown, or other natural disaster or “act of god”, or failure of public or private telecommunications networks.

12.4. Should an event outside our control interfere with our ability to deliver your program, we will use reasonable endeavors to minimize the disruption caused to you.

### **13. OTHER IMPORTANT TERMS**

13.1. We may transfer our rights and obligations under the Contract to another organization, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the Contract.

13.2. This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.3. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs, or portions therein, will remain in full force and effect.

13.4. This contract is governed by the laws of the State of New York and its venue shall be Manhattan, New York. You and we both agree to submit to the non-exclusive jurisdiction of the USA courts.

### **14. CANCELLATIONS AND REFUNDS**

#### REFUND PROCESSING

14.1. Any refund requests must be made requested via [this form](#) within 60 days of the qualifying circumstance and will only be made to the account from which the money was received. If qualified, all refunds will be processed within 45 calendar days of receiving the written refund request and relevant supporting documentation.

#### CANCELLATION MORE THAN 8 WEEKS PRIOR TO PROGRAM START DATE

14.2. You have the right to cancel the contract and receive a full refund of tuition, fees and deposit (less the \$200 administrative fee) if you give notice of cancellation to us more than 8 weeks prior to your program start date. You can review those dates [here](#). For cancellations less than 8 weeks before your program start date, please refer to the Refund Summary outlined in (14.9) below.



- 14.3. To cancel your acceptance, you must clearly inform us of your decision to cancel in writing by sending an email to [pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com).
- 14.4. **The \$200 administrative fee is not refundable.** Any services that were used are not refundable such as courier fees and housing placement fees. Bank charges, surcharges or credit card fees are not refundable.

**OTHER CANCELLATIONS: DEPOSIT**

- 14.5. The Deposit of \$1500 includes an Administration Fee (\$200). **This Administration Fee is non-refundable in any circumstance** except when due to OIEG / University error.
- 14.6. The remaining Deposit (\$1300) is **only** refundable in the following circumstances:
- The student does not meet the entry or financial requirement
  - The student is refused a visa due to no fault of the student
  - The student cancels more than 8 weeks prior to the program start date
  - A course is substantially changed or cancelled by OIEG

**OTHER CANCELLATIONS: TUITION AND FEE PAYMENTS**

- 14.7. If you cancel your enrollment prior to your program start date (found here), your tuition payments, less the deposit and any other non-refundable fees, are refundable.
- 14.8. If a student terminates their study, scholarships are automatically excluded in the refund calculation.

**REFUND SUMMARY**

14.9. In this chart below, refundable items are indicated by ‘Y’; non-refundable items are indicated by ‘X.’

Reason	Administration Fee (\$200)	Remaining Deposit (\$1300)	Any Additional Payments
<b>Time-Based Cancellation</b>			
Cancellation more than 8 weeks prior to start date	X	Y	Y
Cancellation less than 8 weeks prior to start date	X	X	Y
<b>Visa-Based Cancellation</b>			
Visa refusal	X	Y	Y
Visa awarded but start term deferred	X	N/A, Funds deferred to new term	
Visa awarded but no deferral requested	X	X	Y
Failure to attend scheduled visa interview	X	X	Y
<b>Other Circumstances</b>			
A course is substantially changed or cancelled by OIEG	Y	Y	Y
I-20 financial requirement not met	X	Y	Y
Entry requirement not met	X	Y	Y
I-20 financial requirements intentionally misrepresented	X	X	X
Withdrawal on or after the program start date	X	X	X
Where a student is expelled	X	X	X

**15. DEFERRAL**

- 15.1. Students may defer their enrollment up to one calendar year by submitting a written request to [pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com). Deferral requests submitted within 20 days of the originally

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- intended program start date will be expedited for processing.
- 15.2. When deferred, any deposit and any tuition payments will be automatically carried over to the new intake semester.
  - 15.3. If a deferral request is not received within 60 days of the originally intended program start date, the deposit will be forfeited, and a new deposit required for I-20 processing.