

International Student Programs Standard Terms and Conditions

Contents

1. Study.....	3
1.1. Entry Requirements.....	3
1.2. Attendance	4
1.3. Behaviour	5
1.4. Course Progress.....	5
1.5. Deferral, Suspension and Cancellation	6
1.6. Enrolment Change Request	7
1.7. Transfer	9
2. Living	12
2.1. Accommodation and Care	12
2.2. Welfare	12
2.3. Travel and Activities	14
2.4. Medical	15
3. Other rights and responsibilities	17
3.1. Visa.....	17
3.2. Complaints.....	17
3.3. Appeals.....	18
3.4. Privacy	19
3.5. Your Passport to Queensland app	20
3.6. Fees and Payment	21
3.7. Refund	22
3.8. Compassionate or compelling circumstances	25
3.9. Changes to Standard Terms and Conditions	25
3.10. Policies and procedures	25

About the Standard Terms and Conditions

The *National Code of Practice for Providers of Education and Training to Overseas Students 2018* (National Code 2018) requires us to enter into a written agreement with overseas students, intending overseas students and the student's parent or legal custodian.

These Standard Terms and Conditions form part of our written agreement with you that consists of:

- these Standard Terms and Conditions;
- your Enrolment Agreement that may have further conditions; and
- your Initial Invoice and Statement of Fees.
- These Standard Terms and Conditions contain our policies in line with the *Education Services for Overseas Students (ESOS) Act 2000*, for the purpose of complying with the National Code 2018.

In these Standard Terms and Conditions:

- "Agreement" means the written agreement between us and you that consists of these Standard Terms and Conditions, your Enrolment Agreement and your Initial Invoice and Statement of Fees;
- "our", "us" and "we" includes Education Queensland International (EQI), your school and in some cases (as advised in the relevant section), your accommodation provider; and
- "you" refers to the overseas student entering into this Agreement.

1. Study

1.1. Entry Requirements

Entry requirements, including transferring to EQI from another [Commonwealth Register of Institutions and Courses for Overseas Students \(CRICOS\)](#) provider are outlined in the [Entry and course requirement standards](#).

If you are entering directly into the high school program and it becomes apparent that you do not meet the academic and/or English language requirements for your course, you may be required to undertake High School Preparation (HSP) at a Queensland state school or an eligible EQI approved English Language Intensive Course for Overseas Students (ELICOS) pathway provider.

If you enrol in HSP or ELICOS and you do not demonstrate the satisfactory progress required to enter your high school course, we may:

- require you to enrol in a lower year level;
- require you to complete an additional term of HSP or ELICOS; or
- provide a 'no further offer' if the above options are not suitable.

If you receive a 'no further offer', you have the right to lodge a complaint as set out under the [Complaints section](#) at 3.2.

1.2. Attendance

Attending your course is a condition of your student visa. If your attendance is not satisfactory, we must report you to relevant authorities, such as the Department of Home Affairs (DHA) and your student visa may be cancelled.

You should attend school every school day. Check your school's website for school start and finish times.

If you do not attend the course on the course starting day stated in your Enrolment Agreement and you have not notified us in advance and provided evidence of compassionate or compelling circumstances, you will be treated as having cancelled your enrolment.

1.2.1. Absences

The school will record your attendance or absence every school day.

You should always tell the school if you cannot attend for all or part of the day. Check your school's website for details of how to notify of absences.

1.2.2. At risk of failing to meet attendance requirements

If:

- you are absent for three consecutive days or more and a suspension of study (suspension) has not been approved by us prior;
- your attendance falls to 90% of your course contact hours in any [school semester](#) (January to June and July to December); or
- we have other concerns about your attendance record,

your school will require you to meet with them about your attendance record and provide evidence explaining your absences (such as medical certificates). If your attendance has been impacted by compassionate or compelling circumstances, a suspension may be applied to your enrolment, see [Deferral, Suspension and Cancellation](#) section at 1.5.

1.2.3. Unsatisfactory attendance

If your attendance falls between 90% to 85% of your course contact hours in any school semester, we will give you and your parents/legal custodians or your DHA approved guardian a written notice.

If you do not attend at least 80% of your course contact hours, we will notify you in writing of our intention to report you to authorities for not achieving satisfactory attendance. We may exercise our discretion not to report you if:

- you provide evidence of compassionate or compelling circumstances explaining your absences;
- we are satisfied that, in all the circumstances, it is reasonable not to report you; and
- your attendance record is at least 70% (if your attendance falls below 70%, we are required to report you).

If you receive a notice of our intention to report you to authorities, you have rights set out under the [Appeals](#) section at 3.3.

1.3. Behaviour

If your behaviour is unsatisfactory, we may cancel your enrolment. This may affect your student visa.

You must:

- participate actively at school;
- take responsibility for your own behaviour and learning;
- respect other members of the school community and the school environment and property;
- cooperate with staff and others in authority;
- comply with your school's Student Code of Conduct and school policy and procedures;
- comply with Australian laws and with the conditions of your student visa;
- comply with the conditions outlined in this Agreement;
- not drink alcohol, smoke/vape, misuse prescription medication or use illegal drugs;
- not do anything that endangers your safety or the safety of other people; and
- not do anything that may bring your school or International Student Programs into disrepute.

In this Behaviour section, "we" and "us" includes your accommodation provider (when you are living under our welfare).

1.4. Course Progress

You must maintain satisfactory course progress for each study period or equivalent (semester) as required by us and outlined in the [Entry and course requirement standards](#). Maintaining satisfactory course progress is a condition of your student visa. If your course progress is not satisfactory, we must report you to the authorities and your student visa may be cancelled.

1.4.1. Course length

You must complete your course within the time set out in the Confirmation of Enrolment that we send to you.

We may extend the time to complete your course only if:

- there is evidence that demonstrates compassionate or compelling circumstances;
- we reduce your course load because you are having difficulty making satisfactory course progress; or
- we approve a deferral or suspension of study (see the [Deferral, Suspension and Cancellation](#) section at **1.5**).

Where there is an adjustment to course length you must contact DHA to seek advice about any potential impacts on your visa, including the need to obtain a new visa.

1.4.2. Course requirements

The standards required to achieve satisfactory course progress for each of our courses are set out in our [Entry and course requirement standards](#).

Your school will advise you about your course work and assessment. You can visit the Queensland Curriculum and Assessment Authority website (<https://www.qcaa.qld.edu.au/k-12-policies/student-assessment>) for information about [how courses are assessed](#).

We do not guarantee that you will successfully progress to the next level or complete the course.

1.4.3. Reports

The school will provide written reports to you and your parents or legal custodians every semester as per the [K-12 curriculum assessment and reporting framework](#) available on the Queensland Department of Education website. Term reports will be issued for students not enrolled in a full semester.

1.4.4. Unsatisfactory course progress

Your school will monitor your workload and your results to ensure you complete the course on time and to assist you if you are having difficulties. The school will implement suitable intervention strategies to identify if you are at risk of not meeting course progress requirements and to notify and assist you in sufficient time for you to achieve satisfactory course progress. While the school will make its best effort in implementing these intervention strategies to assist you to achieve satisfactory course progress, we do not guarantee successful education assessment outcomes.

Formal intervention

If you are not achieving satisfactory course progress, your principal will give you and your parents or legal custodians a written notice. You will be required to meet with the principal to develop a plan to improve your performance.

If your next study period (semester) report indicates continuing unsatisfactory course progress and where no evidence of compassionate or compelling circumstances has been provided, we will notify you in writing of our intention to report you to authorities for breaching the requirement of your visa to achieve satisfactory course progress.

If you receive a notice of our intention to report you to authorities, you have the rights set out under the [Appeals](#) section at 3.3.

1.5. Deferral, Suspension and Cancellation

We must report any deferral, suspension or cancellation of your enrolment to authorities and your student visa may be affected. If there is any deferral, suspension or cancellation of your enrolment, you should contact DHA to discuss your visa.

1.5.1. By you

You may apply to defer or suspend your enrolment if there are compassionate or compelling circumstances.

You may cancel your enrolment at any time. In each case, you should:

- contact us directly by email to EQInternational@qed.qld.gov.au, including your name in the email;
- include in the subject line of your email:

- “application to defer commencement”, “application to suspend studies” or “cancellation of enrolment” (as applicable);
- the name of your school; and
- complete the defer, suspend or cancel form; and
- provide evidence of compassionate or compelling circumstances for deferrals or suspensions.

If you apply for deferral or suspension, we will advise you of our decision as soon as possible. If you are not satisfied with our decision, you have the rights set out under the [Appeals](#) section at 3.3.

You may be entitled to a refund of unspent tuition fees, see the [Refund](#) section at 3.7.

1.5.2. By us

We may give you notice of our intention to suspend your enrolment if there are extenuating circumstances relating to your welfare.

We may give you a written notice of our intention to suspend or cancel your enrolment if any of the following occurs:

- failure to disclose or update information we require to assess your application for enrolment or to administer your course enrolment;
- providing information to us, which is false, misleading or incomplete;
- breach of your student visa conditions or cancellation of your student visa;
- failure to pay fees (see the [Fees and Payment](#) section at 3.6);
- unsatisfactory attendance (see the [Attendance](#) section at 1.2);
- unsatisfactory behaviour (see the [Behaviour](#) section at 1.3, [Accommodation and Care](#) section at 2.1, [Welfare](#) section at 2.2 and [Travel and Activities](#) section at 2.3);
- unsatisfactory course progress (see the [Course Progress](#) section at 1.4);
- failure to respond to an intention to withdraw our welfare (see [Accommodation and Care](#) section at 2.1, [Welfare](#) section at 2.2);
- you breach this Agreement not otherwise set out above.

If you receive notice of our intention to suspend or cancel your enrolment, you have the rights set out under the [Appeals](#) section at 3.3.

You may be entitled to a refund of unspent tuition fees, see the [Refund](#) section at 3.7.

“Extenuating circumstances” means that we have concerns about the health, safety or welfare of you or others.

1.6. Enrolment Change Request

Any changes to your enrolment are referred to as a variation of enrolment. A variation of enrolment

may include changes of course type or duration, year level or Queensland Government school.

1.6.1. By us

We may give you notice of our intention to change your enrolment where required (for example, when the Queensland state school term dates change and your enrolment is impacted or we extend or change your enrolment). Also see the [Course Progress](#) section at 1.4 and [Deferral, Suspension and Cancellation](#) section at 1.5.

We may arrange for you to be offered a place in an alternative Queensland Government school (change of school) registered under Australian law to provide education to overseas students, as a variation of your enrolment and at our expense, if any of the following occurs:

- we are required to change your accommodation and welfare arrangements (when you are not at fault and no alternate options are available at your current school) see [Living](#) section at 2;
- if there is no longer capacity in the mandatory subjects you requested in your application, we may arrange for you to be offered a place in an alternative Queensland Government school.

1.6.2. By you

You may apply to us to request a variation of enrolment. These requests are subject to approval by us and are not guaranteed.

You may request to change your school to another Queensland Government school (change of school) registered under Australian law to provide education to overseas students, as a variation of your enrolment.

Additional tuition, accommodation or other non-tuition fees may apply, depending on the types of changes requested.

Before applying, you should talk to your school and consider any relevant enrolment entry and welfare requirements, deadlines or capacity limitations that may impact your variation of enrolment request.

We will approve your variation of enrolment request if:

- you provide evidence that your parents or legal custodians support the change;
- you provide evidence of compassionate or compelling circumstances;
- there are no unpaid tuition or other fees owing to us;
- you pay our administration fee. Visit the EQI website (<https://eqi.com.au/apply-now/fees>) for details of the current administration fee; and
- for a change of school:
 - it is approved by your existing school and the proposed new school (we will seek that approval for you);
 - you are not being cared for by a parent, legal custodian or DHA approved guardian and continuous welfare arrangements are confirmed with both schools.

1.6.3. Grounds for refusal

A variation of enrolment request may be refused if:

- the requirements set out above are not satisfied; or
- for a change of school, you are not able to provide evidence of compassionate or compelling circumstances and the change is not approved by your existing school and/or the proposed new school; or
- we decide you are trying to avoid being reported to immigration authorities for failing to meet attendance or course progress requirements; or
- a disciplinary decision and/or consequence are ongoing.

1.6.4. How to apply

You should:

- complete a variation of enrolment request form available from our website;
- email the form to EQInternational@ged.qld.gov.au, with “variation of enrolment request” in the subject line of your email and include your name in the email; and
- provide evidence that you satisfy all the requirements set out in this section.

We will advise you in writing of our decision for variation of enrolment requests within 20 working days of receiving your request and all relevant information.

If we approve your variation of enrolment request, we will provide you with a new Agreement. If we refuse your request, you have rights set out under the [Appeals](#) section at 3.3.

1.7. Transfer

You may apply to transfer to a non-government school or another institution registered under Australian law to provide education to overseas students.

Additional tuition, accommodation or other non-tuition fees may apply for the new school, depending on the school and course chosen.

Before applying, you should talk to your school and consider any relevant enrolment deadlines at other schools or institutions.

1.7.1. To EQI from another CRICOS registered provider

You can apply to transfer from another CRICOS provider (current provider) via the regular EQI application process.

Where transferring from another provider you must:

- meet the requirements outlined in the [Entry and course requirement standards](#);
- have completed six months of your first registered school course with your current provider; and
- provide written confirmation that your parent or legal guardian supports the transfer.

If you have not completed six months of your first registered school course with your current provider, we may only consider a transfer if you meet the requirements outlined in the [Entry and course requirement standards](#) and any of the following applies:

- your current provider, or the course in which you are enrolled, has ceased to be registered; or
- your current provider has had a sanction imposed on its registration by the ESOS agency that prevents you from continuing your course at your current provider; or
- your current provider has agreed to your transfer and recorded the date of effect and reason for transfer in PRISMS; or
- your government sponsor considers the change to be in your best interests and has provided written support for the change.

1.7.2. To a non-government school or other CRICOS registered provider from EQI

We will approve your transfer request if:

- you provide evidence that your parents or legal custodians support the transfer;
- you provide evidence of an enrolment offer given by the new school or provider;
- there are no unpaid tuition or other fees owing to us; and
- you are not being cared for by a parent, legal custodian or DHA approved guardian and continuous welfare arrangements are confirmed by both schools.

1.7.3. Grounds for refusal

A transfer request will be refused if:

- the requirements set out above are not satisfied; or
- we decide you are trying to avoid being reported to immigration authorities for failing to meet attendance or course progress requirements.

1.7.4. How to apply

You should:

- complete a school transfer request form available from our website;
- email the form to EQInternational@qed.qld.gov.au, with “school transfer request” in the subject line of your email and include your name in the email; and
- provide evidence that you satisfy all the requirements set out in this section.

We will advise you in writing of our decision within 10 working days of receiving your request and all necessary information.

If we approve your transfer, we will release you to your new school or provider as required by Australian law. If we approve your request to transfer to a non-government school or other CRICOS registered provider, you should contact Immigration to seek advice on whether a new student visa is required.

If we refuse your request, we will notify you in writing of the reasons for refusal and if you have rights set out under the [Appeals](#) section at **3.3**. Where you have appeal rights, we will not finalise your transfer refusal status in PRISMS until:

- you choose not to access the complaints and appeals process within 20 working days;
- the complaints and appeals process is finalised and the decision remains to refuse your transfer application; or
- you withdraw from the complaints and appeals process. We will maintain records of any transfer request you make, our assessment of the application and our decision for two years after you cease to be an accepted student.

1.7.5. If we cannot deliver your course

If we are unable to deliver your course, we will notify you in writing. We may arrange for you to be offered a place in an alternative course at our expense. You are not required to accept that offer. If you do not accept the offer, you are entitled to a refund of unspent tuition fees, see the [Refund](#) section at **3.7**.

If we fail to do this, you can obtain assistance from the Australian Government Tuition Protection Service to find an alternative course or obtain a refund of unspent tuition fees if a suitable alternative is not found. More information is available on the Tuition Protection Service website <https://tps.gov.au/>.

2. Living

2.1. Accommodation and Care

2.1.1. Care arrangements

You must:

- live with a parent, legal custodian or DHA approved guardian; or
- be under our welfare and live with an accommodation provider approved by us, such as homestay, provided that you are enrolled in high school; or
- if you turn 18 before the completion of your course, when you turn 18, you must notify EQI of any changes to your living arrangements.

You must not change these arrangements unless we give you written approval. For students over 18 years of age, EQI is not legally responsible for the accommodation and welfare of the student. Accordingly, EQI accepts no responsibility or liability for a student's living arrangements where they choose to live in a private arrangement.

If you live with a DHA approved guardian to provide for your accommodation and welfare, we will communicate with that guardian on all matters to do with your enrolment and schooling (including welfare matters) as if the guardian is your parent.

2.1.2. Contact details

You must advise us of your residential address in Australia within seven days of arriving in Australia. You must advise us within seven days of any change in your residential address. Failure to do this may affect your student visa.

You must also keep us advised of your current telephone and email contact details, including the contact details of your parent/s/legal custodians and emergency contact person/s, and must advise us within seven days of any change.

2.2. Welfare

This Welfare section applies if you are living under our welfare in accommodation approved by us. This Welfare section does not apply if you are living with a parent, guardian or DHA approved guardian.

You must ensure that your travel arrangements take place within the start and end date of the Confirmation of Appropriate Accommodation and Welfare notice.

You must report any serious or urgent threat to your welfare to us immediately.

2.2.1. Student accommodation conduct

If you are living with an accommodation provider approved by us you must:

- respect household members, their property and the home environment;
- participate actively as a member of the household;
- take responsibility for your own behaviour;

- comply with the rules or laws applicable to your accommodation arrangement;
- comply with your school or accommodation provider's decisions about your routine and high risk activities (see [Travel and Activities](#) section at 2.3);
- have a mobile telephone and carry it on your person; and
- keep the provider informed of your whereabouts, and remain contactable by them, at all times.

If you fail to meet these standards, we may consider your conduct to be unsatisfactory behaviour or misconduct in breach of this Agreement and we may withdraw approval of your welfare arrangements. This may affect your student visa.

2.2.2. Moving accommodation

We will consider changes to your accommodation to ensure you continue to maintain appropriate accommodation and welfare for the duration of your course with us.

By you:

If you want to live with a different accommodation provider you should talk to the person who coordinates accommodation for your school and your school guidance officer.

Noting that:

- we will not approve new accommodation arrangements within the first four weeks of your stay unless there are exceptional circumstances;
- additional non-tuition fees may apply; and
- a notice or waiting period may apply.

If you want to live with a parent, legal custodian or DHA approved guardian, you must notify us and provide two weeks' notice to arrange the change of welfare arrangements.

By us:

We may be required to move you to a different accommodation provider and we will generally give you at least two weeks' written notice. This will be done at no additional cost to you in the following circumstances:

- in exceptional circumstances (for example, if we are concerned about your safety), we may move you immediately;
- if your provider is temporarily unable to provide accommodation for you, we will arrange for you to be temporarily placed with another provider.

We may be required to move you to a different accommodation provider at your expense in the following circumstances:

- your conduct or misconduct is in breach of this Agreement; and/or
- non-disclosure of medical information to us where we determine that we are unable to support your needs appropriately.

2.2.3. Withdrawal of our welfare

We may give you notice of our intention to withdraw our welfare if we are no longer able to approve your welfare arrangements for any reason, including (without limitation):

- we determine that your health or wellbeing, or the wellbeing of others, is likely to be at risk;
- your conduct or misconduct is in breach of this Agreement; and/or
- the occurrence of a serious health issue or non-disclosure of medical information to us.

If we withdraw our welfare, we may report you to the authorities:

- unless responsibility for your welfare arrangements is accepted by your parent, legal custodian or DHA approved guardian within five business days; or
- unless you nominate an accommodation provider for consideration and approval under our welfare within five business days.

We will report you to the authorities if the requirements set out above are not satisfied and:

- we may authorise, facilitate and arrange escort (where required) for your return to your home country to transfer your welfare arrangements from us to your parent or legal custodian;
- you must reimburse us for all costs associated with returning you to the welfare of your parents or legal custodian;
- where you have unspent tuition fees, we may allocate these fees to cover this cost;
- we must report to authorities that we are no longer able to approve your welfare arrangements and your student visa may be affected; and
- our [Appeals](#) section does not apply if we report you to the authorities in accordance with this section.

2.3. Travel and Activities

This Travel and Activities section applies if you are living under our welfare in accommodation approved by us.

If you do not comply with this section, we may consider your conduct to be unsatisfactory behaviour and may cancel your enrolment, or we may withdraw approval of your welfare arrangements. This may affect your student visa.

2.3.1. Course requirements

You are expected to participate in all school activities that form part of your course requirements, including but not limited to excursions and off-site activities involving travel.

2.3.2. Routine activities

You must discuss routine activities with your accommodation provider and comply with their decisions. Routine activities include but are not limited to travel to and from school or off-site school activities, everyday travel with your accommodation provider, normal domestic activities such as shopping, entertainment, sports, visiting friends and health care consultations. It does not include overnight stays

away from the accommodation provider residence.

2.3.3. High risk activities

You must not undertake high risk activities, even if you have the permission of your parents, legal custodians or accommodation provider, unless the activities are approved by us.

“High risk activities” means any activity which inherently poses an increased risk of harm, illness or injury. It does not matter if the activity is undertaken in a controlled environment under appropriate supervision. Examples of high-risk activities are extreme sports, water activities, recreational activities with dangerous elements, driving as or with a learner or provisional driver’s licence holder and overnight travel.

“Harm” means any detrimental effect of a significant nature on a person’s physical, psychological or emotional wellbeing (and includes self-harm).

You must obtain our permission for all high risk activities. This includes overnight travel away from your accommodation provider’s residence (with or without your accommodation provider), activities where the recreation activity provider requests parental consent or activities that require supervision other than your accommodation provider.

In assessing your request, we will consider all relevant circumstances including the nature of the activity, risk involved, the arrangements for supervision, your previous experiences, training or qualifications, your welfare and your age and maturity. We may also consider the views of your parents, legal custodians and accommodation provider but we will not necessarily grant permission even if they consent.

To request permission, please complete the travel and activities form available on our website and submit it to your school. Before making any arrangements consider the [Attendance](#) section at **1.2** and [Course Progress](#) section at **1.4**.

2.3.4. Transport

Your accommodation provider may require you to use suitable public transport or other safe methods of travel to or from school or off-site school activities.

You may, with our permission, the permission of your parents or legal custodian, undertake driving lessons if you hold a Queensland learner licence. To request permission, please complete the travel and activities form available on our website and submit it to your school.

2.4. Medical

2.4.1. Health information

On your application for enrolment, you must disclose everything we need to know to support your physical and mental health. This includes your medical history, conditions and allergies (including the management and severity of these conditions), and all medications you use (including the administration and management of these medications). We require this to provide appropriate support for you at school and at home (if you are living with an accommodation provider) and to approve and monitor your support and general welfare arrangements as required by your student visa. We may seek permission from your parents or legal custodian to administer and manage your medications, except in extenuating circumstances (for example, see the [Medical treatment](#) section at **2.4.2**).

You must seek advice from your healthcare professional regarding the ongoing access to your prescribed medications for the duration of your course (including but not limited to reviewing the Australian Government Therapeutic Goods Administration <https://www.tga.gov.au/> to understand if

your medication is regulated and what this may mean for ongoing management of any condition). This applies before you arrive in Australia and during your stay.

You must provide us any medical records we ask for.

We will treat your health information confidentially but may share it with the school, your accommodation provider and any health care professionals who look after you in order to provide appropriate care for you.

We may withdraw our welfare if you fail to disclose any medical conditions (previously diagnosed or otherwise) and if we determine that we are unable to support your needs appropriately, see [Accommodation and care](#) section at 2.1. This may affect your enrolment.

We will follow the direction of the Australian Government (<https://www.health.gov.au/>) in relation to the management of any health directives.

We may record, use and disclose your personal information and medical history to other government agencies, other organisations and individuals for the purposes of preventing the spread of infectious diseases.

See also the [Privacy](#) section at 3.4.

2.4.2. Medical treatment

If you need medical or other health care (other than routine care for minor illness or injury), we will use our best endeavours to contact your parents, legal custodians, alternate contacts provided and accommodation provider as soon as reasonably possible.

We may in extenuating circumstances, as we think appropriate and in your best interests:

- provide or administer over-the-counter or medications prescribed to you; and
- administer first aid.

Extenuating circumstances include where we think you need treatment from a health care professional and we have been unable to obtain permission from your parents or legal custodians. We may authorise any medical and other professional treatment that we believe to be in your best interests. This includes hospital transfers, emergency procedures, and administering drugs and medications. To do this, we may sign consents to medical and other health procedures on your behalf.

You must reimburse us for all costs associated with medical or other treatment that we authorise for you.

In this **Medical treatment** section, “we” and “us” includes your accommodation provider.

2.4.3. Insurance

Overseas Student Health Cover (OSHC) is insurance to assist overseas students to meet the basic costs of medical and hospital care, and provides limited benefits for medications and ambulance services, which you may need in Australia. OSHC does not cover all your potential medical expenses.

Unless immigration authorities advise otherwise, you must obtain and maintain OSHC for the period of your student visa.

We recommend that you obtain additional health insurance or travel insurance that covers your

potential health care costs more comprehensively, including the costs of returning to your home country in the event of serious injury, illness or death.

3. Other rights and responsibilities

3.1. Visa

Your enrolment is conditional upon you obtaining and maintaining a student visa under Australian law. If you breach your student visa conditions or your student visa is cancelled, we may give you notice of our intention to cancel your enrolment, see the [Deferral, Suspension and Cancellation](#) section at 1.5.

If you breach this Agreement, we may be required to report the breach to authorities. If your enrolment is cancelled for any reason, we must report the cancellation to authorities. In each case, your student visa may be cancelled.

If Australian law does not require that you hold a student visa in order to undertake the course (for example, children under six years of age), your obligations under this Agreement that require you to hold a student visa do not apply until the earlier of the time when:

- Australian law requires that you hold a student visa; or
- you obtain a student visa.

3.2. Complaints

3.2.1. Discuss first

Before you lodge a complaint, you are encouraged to contact your school to try to resolve your issue. If you have an issue with your course, your living arrangements or your welfare, you should discuss this with your school.

If you have an issue relating to staff at your school or a decision they have made, you should discuss this with your school Principal.

You can bring a support person to help you at any meeting.

3.2.2. Complaints process

We manage customer complaints in accordance with the Department of Education's Complaints and grievances management policy (<https://ppr.qed.qld.gov.au/pp/complaints-and-grievances-management-policy>) and these Standard Terms and Conditions.

You can make a formal complaint if you are dissatisfied about the service or action of a school, the department, its staff, our education agents or any related party with which we have arrangements to deliver your course-related service. We do not charge a fee for using our complaints process.

You can make a complaint by either:

- contacting your school;
- completing the form on the Queensland Government – complaints and compliments webpage <https://www.qld.gov.au/contact-us>; (for more information, including access to an interpreter service see <https://qed.qld.gov.au/contact/compliments-complaints>)

- calling 13QGOV (13 74 68) within Australia;
- calling +617 3022 0001 (+10 hours UTC) for international callers; or
- visiting one of the Queensland Government service offices (<https://www.qld.gov.au/about/contact-government/contacts/government-service-offices>).

You can ask for help writing your complaint (for example, from your parents, your accommodation provider or a lawyer) and can bring a support person to help you at any meetings we have to discuss your complaint.

We will acknowledge receipt of your complaint in writing and commence our complaint resolution process within 10 working days of receiving your complaint. We will make our decision and advise you of the result and our reasons for it as soon as possible.

For further information, refer to the Department of Education's Compliments and complaints webpage (<https://qed.qld.gov.au/contact/compliments-complaints>).

3.3. Appeals

If you are dissatisfied with a decision we have made, you can appeal the decision (**Internal Appeal**):

- to report you to authorities (see the [Attendance](#) section at **1.2** and [Course Progress](#) section at **1.4**);
- not to defer or suspend your enrolment, as requested by you (see the [Deferral, Suspension and Cancellation](#) section at **1.5**);
- to suspend or cancel your enrolment, as initiated by us (see the [Deferral, Suspension and Cancellation](#) section at **1.5**);
- not to allow you to change your enrolment to another Queensland State school (see the [Enrolment Change Request](#) section at **1.6**);
- to refuse your request for a transfer (see the [Transfer](#) section at **1.7**); or
- about the outcome of your complaint to us (see the [Complaints](#) section at **3.2**).

We do not charge a fee for using our appeals process.

3.3.1. How to appeal

To appeal, you should, within 20 working days of receiving notice of our decision:

- contact us directly by email to OED.DEI@qed.qld.gov.au, including your name in the email;
 - include in the subject line of your email "Appeal to Internal Appeal Review Officer"; and
 - include all relevant information, including why you think our decision should be changed.

You can also appeal by post to EQI Appeals, PO Box 15050, City East Qld 4002. We would prefer that you email us so that the appeal can be resolved as quickly as possible.

You can ask for help writing your appeal (for example, from your parents, your accommodation provider or a lawyer) and can bring a support person to help you at any meetings we have to discuss

your appeal.

3.3.2. Decision

We will respond to any appeal you make to us regarding your dealings with us, our education agents, or any related party with whom we have an arrangement to deliver your course or related services. We will acknowledge receipt of your appeal in writing and commence the appeal process within 10 working days of receiving your appeal. You will have an opportunity to formally present your case at minimal or no cost.

We will make our decision and advise you in writing of the result and our detailed reasons for it as soon as possible.

If our decision is in favour of your appeal, we will immediately implement the new decision, take any action required by the new decision and advise you of that action.

3.3.3. Not satisfied?

If you are not satisfied with our decision, you can lodge a complaint (**External Appeal**) with the Queensland Ombudsman by email to ombudsman@ombudsman.qld.gov.au or by post to Queensland Ombudsman, GPO Box 3314, Brisbane Qld 4001. You must notify us by email to OED.DEI@ged.qld.gov.au within 10 working days of receiving your unsuccessful internal appeal outcome by providing evidence that you have lodged an external appeal. You must also notify us if you decide not to submit an external appeal within this timeframe. Failure to notify us will be considered as non-lodgement and we will proceed in accordance with the internal appeal outcome.

In the event you do lodge an external appeal and your appeal is successful, we will comply with any recommendation the Ombudsman makes. Please note, in most cases the Ombudsman will consider if we have made our decisions in accordance with our policies and procedures, and may not result in a change of our original decision.

3.3.4. Our actions during the appeal process

If you appeal a decision, we will not implement that decision:

- for decisions to suspend or cancel your enrolment - until our Internal Appeal process is concluded and the process supports our decision, unless there are extenuating circumstances relating to your welfare where we may take action to withdraw welfare under the [Living](#) section at **2**; or
- for decisions to report you to authorities (see the [Attendance](#) section at **1.2** and [Course Progress](#) section at **1.4**) - until any External Appeal process is concluded and the process supports our decision.

“Extenuating circumstances” means that we have concerns about the health, safety or welfare of you or others.

3.3.5. If you do not appeal

If you do not appeal a decision within the required timeframe, the decision takes immediate effect.

3.4. Privacy

We collect personal information from you when you apply to enrol and throughout your enrolment, including information we obtain in the performance of this Agreement.

We are required to collect some of this information to comply with our obligations under Australian laws (including but not limited to the *ESOS Act 2000*, *National Code 2018* and the *Education General Provisions Act 2006*).

We may record, use and disclose the personal information you provide to us in connection with this Agreement and our international student programs so that we can administer this Agreement and your enrolment, provide the course to you, discharge our duty of care to you and comply with Australian laws. Some examples of circumstances where we may record, use or disclose your personal information include:

- registering you with the Queensland Curriculum and Assessment Authority and opening a student account;
- entering information into the Provider Registration and International Student Management System (PRISMS);
- sharing information with the Commonwealth Department of Education and Department of Home Affairs for purposes connected with your education and your visa, including reporting you when we are required to do so;
- sharing information with Commonwealth and Queensland government agencies, OSHC providers (if we are arranging OSHC for you), Queensland state schools, the Tuition Protection Service (TPS), EQI ELICOS Education Pathway Providers (if you enrol with one), other CRICOS registered providers (if you request to transfer your course) and Holiday Adventure Program tour providers (if you request to participate in this program);
- to take any action we are authorised or required to take regarding any misbehaviour by you;
- if you are living with an accommodation provider, to approve your accommodation, to inform your accommodation provider of your details and to monitor your accommodation, visa compliance (such as monitoring your attendance, course progress and any other visa non-compliance), support and general welfare;
- if you are living with an accommodation provider, as part of an ongoing exchange of your information between us, your accommodation provider, your school and your parents, including through secure online services such as QParents; and
- if you nominated an education agent on your application for enrolment, sharing of your personal information between us, your agent and your parents, including regarding visa compliance (such as monitoring your attendance, course progress and any other visa non-compliance), misbehaviour, support and general welfare, unless you notify us in writing not to do so.

Privacy statements are provided on each form where personal information is collected. These statements may differ and provide additional information about how your personal information disclosed to us on that form is collected, recorded, used and disclosed.

See also the [Medical](#) section at **2.4** which provides further details about our collection, recording, use and disclosure of your medical information.

More details of our privacy policy, including how you can access personal information about you that we hold, are available at <https://qed.qld.gov.au/about-us/rti>.

3.5. Your Passport to Queensland app

To help you prepare for your stay in Queensland, we have created an app called "Your Passport to

Queensland" which you can download through the Apple App Store and Google Play. By downloading and installing the app, you agree to the Department of Education International Pre-Departure Orientation Information App Terms and Conditions - available on the EQI website at <https://eqi.com.au/student-support/app/terms-and-conditions>.

3.6. Fees and Payment

3.6.1. Types of fees

You must pay all:

- tuition fees;
- non-tuition fees (such as accommodation fees, OSHC costs and administrative fees related to your enrolment); and
- other amounts set out in this Agreement (for example, to reimburse us for medical expenses we incur on your behalf).

You must retain receipts of all payments of tuition fees and non-tuition fees. You are also responsible for keeping a copy of this Agreement as supplied by us.

3.6.2. How much?

Your tuition and non-tuition fees are as we determine and usually increase each year. The actual fees payable by you will depend on your course, year level, where you will live and study and when you undertake the course. All overseas students in your circumstances will pay the same fees.

We publish our fees (tuition and non-tuition) on the EQI website at <https://eqi.com.au/apply-now/fees>. All fees must be paid in Australian dollars. Schools may also charge additional tuition fees (for example, if you request a specialist program) and non-tuition fees (for example, school uniforms). Refer to your school's website for more details. Our estimate of the total tuition and non-tuition costs payable by you, based on fees current at the date of this Agreement, are set out in the Statement of Fees attached to the Enrolment Agreement.

An administration fee may be charged if multiple revisions to your course details and/or welfare requirements are requested prior to commencement, including but not limited to variations of enrolment.

3.6.3. Invoice

We will send you an invoice for tuition fees and non-tuition fees before the start of your course and during the course if fees are payable in instalments or where other amounts are payable.

You must pay the amount invoiced by the date specified in the invoice. You are not required to pay more than the amount invoiced, but if you choose to, you may do so before your course commences.

Any amount received in excess of the invoiced amount will be allocated as a deposit against future fees. Future fees, including any shortfall in fees already received, will be invoiced at the published rate for the relevant year.

To reduce the risk of cybercrime and payment fraud, it is your responsibility to ensure that payments are made to the correct and verified bank account as specified on the invoice, and you must exercise due diligence in verifying these account details through the nominated method stated on the invoice.

3.6.4. Accommodation fees

If you will be living with an accommodation provider, you must pay accommodation fees for the full period of your course plus one week at each of the start and finish of your course.

If your course includes the December–January school holiday period, you must pay either accommodation fees for that period or the current accommodation holding fee for periods of absence.

Except as outlined above, you must pay accommodation fees whether or not you actually stay with the approved accommodation provider at the relevant time (for example, when you are absent during periods of approved travel).

3.6.5. Failure to pay

Payments should be made with sufficient time for the funds to clear by the due date and you must provide evidence of the payment to us. You may receive an overdue notice after the due date of payment if the full amount has not been paid. If you fail to pay fees when due, we may cancel your enrolment and your student visa may be affected.

We may apply unspent non-tuition fees (except accommodation fees) towards payment of the unpaid fees.

3.7. Refund

3.7.1. Your rights

If you do not complete your course, you may apply for a refund of some fees already paid by you in certain circumstances set out below. Some tuition and non-tuition fees charged by us are not refundable.

We will also pay any other refunds required by Australian law. If you demonstrate compassionate or compelling circumstances, we may agree to refund other unspent fees at our discretion.

Refund requests for:

- tuition fees and non-tuition fees (other than OSHC fees, Homestay holding fees or Vocational education and training (VET) provider fees) should be made to *us* (whether or not you paid the fees directly to us or to an agent collecting the fees on our behalf);
- OSHC fees must be made to *your OSHC health insurance provider*; and
- homestay holding fees and VET provider fees must be made to *your school*.

This Agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the *Australian Consumer Law* if applicable.

3.7.2. Refund amounts

The amount of your refund depends on the circumstances set out below.

Circumstances	Refund amount
Visa refused for either the student, or in the case where	Refund of tuition and non-tuition fees paid, minus the lesser of either: \$500 or 5% of the amount of tuition and non-tuition fees

Circumstances	Refund amount
the student is under the care and welfare of a Guardian visa holder (subclass 590), the accompanying adult.	paid, as required by Australian law (<i>Education Services for Overseas Students Act 2000, Education Services for Overseas Students (Calculation of Refund) Instrument 2024</i>).
You are no longer required to pay tuition fees (for example, you provide written evidence that you have become a permanent Australian resident).	Refund of unspent tuition fees.
Homestay program	
You withdraw from the homestay program and provide at least 14 days' written notice.	Refund of unspent accommodation fees paid by EQI to your homestay provider.
You withdraw from the homestay program and give less than 14 days' written notice.	Refund of unspent accommodation fees calculated from the date 14 days after the day written notice is given paid by EQI to your homestay provider.
Refund of unused homestay fees (applies to December–January school holiday period). Evidence of approved travel of seven nights or more must be provided with refund request form.	Refund of difference between weekly accommodation rate and weekly accommodation holding fee.
Cancellation or default by us	
We cancel your enrolment before you commence the course.	Refund of fees paid (tuition and accommodation).
We fail to provide your course at the location on the agreed starting day.	Refund of unspent tuition fees, as required by Australian law (<i>Education Services for Overseas Students Act 2000, Education Services for Overseas Students (Calculation of Refund) Instrument 2024</i>).
We cease to provide your course before it is completed.	Refund of unspent tuition fees, as required by Australian law (<i>Education Services for Overseas Students Act 2000, Education Services for Overseas Students (Calculation of Refund) Instrument 2024</i>).
Other cancellation or default	
Your Confirmation of Enrolment is cancelled because we have reported you for breach of your visa conditions (see Attendance section at 1.2 and Course Progress section at	A refund of unspent tuition fees, calculated from the date 10 weeks after the date enrolment is cancelled.

Circumstances	Refund amount
1.4).	
We cancel your enrolment after your commencement date (see the Deferral, Suspension and Cancellation section at 1.5).	A refund of unspent tuition fees, calculated from the date 10 weeks after the date enrolment is cancelled.
We cancel your enrolment after your commencement date for breach of student visa conditions.	A refund of unspent tuition fees, calculated from the date 10 weeks after the date enrolment is cancelled.
Withdrawal by you	
You withdraw from the course at least 10 weeks before your commencement date.	Refund of fees paid (tuition and accommodation). An administration fee will be charged to recover costs reasonably incurred as a consequence of the withdrawal.
You withdraw from the course less than 10 weeks before your commencement date.	Refund of unspent fees calculated from the date 10 weeks after the date written notice is given. An administration fee will be charged to recover costs reasonably incurred as a consequence of the withdrawal.
You withdraw from the course after your commencement date and provide at least 10 weeks' written notice.	Refund of unspent tuition fees.
You withdraw from the course after your commencement date and provide less than 10 weeks' written notice.	Refund of unspent tuition fees, calculated from the date 10 weeks after the day written notice is given.

3.7.3. Refund process

To obtain a refund, you must submit a completed refund request form (available on our website) and provide supporting evidence (if required).

You do not need to apply for a refund if we have failed to provide your course.

3.7.4. Payment of refunds

If we fail to provide your course, we will refund unspent tuition fees as required by Australian law within 14 days. Otherwise, we will pay any refund within 28 days of receiving your completed refund request form (if a refund request form is required).

We may deduct any money that you owe us from any refund that we owe you.

All refunds are determined by fee type and you may not set off any refund amount against a credit amount for a different fee.

All refunds will be paid in Australian dollars to your parents, legal custodians or as directed by them. However, if you are over 18 years of age and have paid the fees personally, we will pay the refund to

you.

We will make all payments in accordance with the payment instructions provided by you. You should contact us at EQInternational@qed.qld.gov.au if you need to update those instructions.

3.8. Compassionate or compelling circumstances

You can present any evidence of compassionate or compelling circumstances that may impact your education and we will use our professional judgement to assess each case based on its individual merit under this Agreement.

Compassionate circumstances are circumstances which have had a negative impact on you and we have assessed as:

- not in your control; and
- adversely impacting on your welfare or course progress (for example, illness, bereavement or traumatic events may qualify).

Compelling circumstances are circumstances which you would like us to consider that would be in your best educational interests.

Circumstances which are neither compassionate nor compelling under this Agreement include:

- those created by your own actions or are within your control;
- arrangements you make that are in breach of this Agreement or your visa conditions; and
- decisions that have been made by us due to non-payment of fees.

If you believe that compassionate or compelling circumstances exist, you should let us know as soon as possible and we will consider your position. You must provide appropriate evidence.

3.9. Changes to Standard Terms and Conditions

These Standard Terms and Conditions may be amended by us from time to time. Any changes will be the same for all overseas students. We will give you at least three months' notice before any changes take effect.

Your attendance in the course after the changes take effect will be treated as your agreement to the changes.

If you do not agree with the changes, you may cancel your enrolment in the course at any time before the changes take effect. If you cancel your enrolment, we will refund all unspent fees.

3.10. Policies and procedures

These Standard Terms and Conditions are in line with the ESOS Act 2000, for the purpose of complying with the National Code 2018. These Standard Terms and Conditions should be read in conjunction with our <https://ppr.qed.qld.gov.au/pp/international-student-programs-subclass-500-schools-visa-policy>.

All our policies and procedures which support the administration of the Agreement, are published on the Policy and Procedure Register website <https://ppr.qed.qld.gov.au/>.