

# STANDARD TERMS AND CONDITIONS

## About the Standard Terms and Conditions

The National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code) 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 the Written Agreement that consists of:

- These Terms and Conditions
- The Enrolment Agreement that may have further conditions
- Initial Invoice and Statement of Fees

Within these Standard Terms and Conditions are our policies under the Education Services for Overseas Students (ESOS) Act 2000, for the purpose of the National Code.

## Study

### Entry requirements Policy

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 after you have arrived it becomes clear 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 prior to commencing mainstream high school.

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

- require you to
  - enrol in a lower year level; or
  - complete an additional term of HSP, or
- cancel your enrolment.

Students may study a subject through a state school of distance education, as part of their course, in compelling circumstances and where it is in the best educational interest of the student. A student can only study one subject by distance education at a time.

If you receive a notice of our intention to cancel your enrolment, you have the rights set out under the **Appeals Policy** section.



## Attendance Policy

Attending your course is a condition of your student visa. If your attendance is not satisfactory, we must report it to authorities 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 agreed course starting day 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.

### Absences

The school will record your attendance or absence every 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 absences.

### At risk of failing to meet attendance requirements

If:

- you are absent for 5 consecutive days or more;
- your attendance falls to 90% of your course contact hours in any [school term](#); or
- we have other concerns about your attendance record,

your international student coordinator will require you to meet with them about your attendance record and provide evidence explaining your absences (such as medical certificates).

If your attendance falls to 85% of your course contact hours in any term, we will give you and your parents/legal custodians and/ Department of Home Affairs approved guardian (DHA approved guardian) a written warning.

### Unsatisfactory attendance

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 of 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 the rights set out under the



**Appeals Policy** section.

## Behaviour Policy

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

### At school

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; and
- comply with your school's rules – check your school's website for the student code of conduct and school policy and procedures.

### At all times

You must:

- comply with Australian laws and with the conditions of your student visa;
- not drink alcohol, smoke, 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 the international student program into disrepute.

## Course Progress Policy


You must maintain satisfactory course progress for each study period 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 it to authorities and your student visa may be cancelled.

### 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 are 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 Policy** section).



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

### **Course requirements**

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

Your school will advise you about your course work and assessment. Check 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.

### **Reports**

The school will provide written reports to you and your parents or legal custodians every semester as per the [P-12 curriculum assessment and reporting framework](#) available on the Queensland Department of Education website. (<https://education.qld.gov.au/curriculum/school-curriculum/p-12>)

### **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.

#### *Formal Intervention*

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

If your next study period report indicates continuing unsatisfactory course progress, 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. We reserve the right to notify you earlier if, in our opinion, you will not be capable of meeting the course requirements.

If you receive a notice of our intention to report you to authorities, you have the rights set out under the **Appeals Policy** section.

### **Deferral, Suspension and Cancellation Policy**


We must report any deferral, suspension or cancellation of your enrolment to authorities and your student visa may be affected.

#### **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 either case, you should:

- contact us directly by email to [EQInternational@qed.qld.gov.au](mailto:EQInternational@qed.qld.gov.au), including your name in the email;

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- include in the subject line of your email:
    - “application to defer commencement”, “application to suspend studies” or “cancellation of enrolment” (as applicable); and
    - the name of your school; 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 Policy** section.

### **By us**

We may give you notice of our intention to suspend your enrolment if:

- there are compassionate or compelling circumstances; or
- your behaviour is unsatisfactory (see the **Behaviour Policy** section). This is in addition to any action we consider necessary in the circumstances, such as exclusion from classes.

We may give you a notice of our intention to 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 Policy** section);
- unsatisfactory attendance (see the **Attendance Policy** section);
- unsatisfactory behaviour (see the **Behaviour Policy, Accommodation and Welfare Policy** and **Travel and Activities Policy** sections). We may cancel your enrolment even if we do not first suspend it;
- unsatisfactory course progress (see the **Course Progress Policy** section);
- if you are living with a homestay provider and we:
  - are concerned, by reason of your conduct or circumstances, about the welfare of you or others; or
  - determine that we are no longer able to approve your accommodation, support or general welfare arrangements; or
- a breach of this enrolment agreement not otherwise set out above.

If you receive a notice of our intention to suspend or cancel your enrolment, you have the rights set out under the **Appeals Policy** section.



## Transfer Policy

You may apply to transfer between Queensland Government schools, a non-government school or another institution registered under Australian law to provide education to international students.

Additional tuition, homestay 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 international student coordinator and school guidance officer and consider any relevant enrolment deadlines at other schools or institutions.

### **To EQI from another CRICOS registered provider**

Students can apply to transfer from another CRICOS provider via the regular EQI application process. Students transferring from another CRICOS provider must meet the requirements outlined in the [Entry and course requirement standards](#).

### **To another Queensland Government school (internal transfer)**

We will approve your transfer request if:

- you provide evidence that your parents or legal custodians support the transfer;
- you provide evidence of compassionate or compelling circumstances;
- we are satisfied that the transfer is in your best interests;
- the transfer is approved by your existing school and the proposed new school (we will seek that approval for you);
- there are no unpaid tuition or other fees owing to us; and
- you pay our administration fee. Check <https://www.eqi.com.au/programs/fees.html> for details of the current administration fee. We may waive the administration fee if we offer you a place at another Queensland Government school because you are unable to study your pre-requisite subjects at your current school.
- you are not being cared for by a parent, legal custodian or DHA approved guardian – continuous welfare arrangements are confirmed with both schools.

### **To a non-government school or other CRICOS registered provider (external transfer)**

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;
- we are satisfied that the transfer is in your best interests;
- there are no unpaid tuition or other fees owing to us;
- you are not being cared for by a parent, legal custodian or DHA approved guardian – continuous welfare arrangements are confirmed with both schools.



## Grounds for refusal

A transfer request will be refused:

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

## How to apply

You should:

- complete a school transfer request form available from our website;
- email the form to [EQInternational@ged.qld.gov.au](mailto:EQInternational@ged.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 of the requirements set out in this section.

We will advise you in writing of our decision:

- for external transfer requests: within 10 working days of receiving your request and all relevant information;
- for internal transfer requests: within 20 working days of receiving your request and all relevant information.

If we approve your transfer, we will release you to your new school or provider as required by Australian law. If we refuse your request, you have the rights set out under the **Appeals Policy** section.

## If we cannot deliver your course

If we are unable to deliver your course, 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 Policy** section.

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. Information about the Tuition Protection Service is available [here https://tps.gov.au/](https://tps.gov.au/).

## Living

### Accommodation and Welfare Policy

#### Care arrangements

You must live with:

- a parent, legal custodian or DHA approved guardian; or
- an approved homestay provider; provided that you are enrolled in high school,

even if you turn 18 before completing your course.

You must not change these arrangements unless we give you written approval.

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

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.

If we determine that your health or wellbeing, or the wellbeing of others, is likely to be at risk and that we are no longer able to approve your welfare arrangements for any reason, including (without limitation):

- your conduct or misconduct (whether or not in breach of this agreement); or
- the occurrence of a serious health issue or non-disclosure of medical information to us,

we may cancel your enrolment unless responsibility for your welfare arrangements is accepted by your parent, legal custodian or DHA approved guardian within 5 business days. We must report to authorities that we are no longer able to approve your welfare arrangements and your student visa may be affected. Our **Appeals Policy** section **does not apply** if we cancel your enrolment in accordance with this paragraph.

#### Contact details

You must advise us of your residential address in Australia within 7 days of arriving in Australia. You must advise us within 7 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 7 days of any change.

#### Homestay conduct

If you are living with a homestay provider, you must:

- respect members of the family, their property and the home environment;
- participate actively as a member of the household;

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- take responsibility for your own behaviour;
- comply with the household rules;
- comply with the homestay provider's decisions about your actions and welfare, including outings and curfews;
- have a mobile telephone and carry on your person when traveling; and
- keep the homestay 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 and may cancel or suspend your enrolment or we may withdraw approval of your welfare arrangements. This may affect your student visa.

### **Moving homestay**

If you want to live with a different homestay provider, you should talk to the person who coordinates homestay for your school and your school guidance officer. We will not approve new homestay arrangements within the first 4 weeks of your stay unless there are exceptional circumstances.

If we are required to move you to a different homestay we will generally give you at least two weeks' written notice. In exceptional circumstances (for example, if we are concerned about your safety), we may move you immediately.

If your homestay provider is temporarily unable to provide homestay for you, we will arrange for you to be temporarily placed with another homestay provider.

## **Travel and Activities Policy**

This **Travel and Activities Policy** section applies if you are living with a homestay provider.

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

### **Course requirements**

You are expected to participate in all school activities that form part of your course requirements, including excursions and off-site activities involving travel.

### **Routine activities**

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

### **Non-routine activities**

You must obtain our permission for all non-routine activities. This includes overnight travel away from your homestay provider's residence (with or without your homestay provider), activities where the sports, leisure and recreation provider requests parental consent or activities that require supervision

other than your homestay provider.

In assessing your request, we will consider all relevant circumstances including the nature of the activity, the arrangements for supervision, your welfare and your age and maturity. We may also consider the views of your parents, legal custodians and homestay 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 international student coordinator.

### **No high-risk activities**

You must not undertake high-risk activities, even if you have the permission of your parents, legal custodians or homestay 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. Examples of high-risk activities are extreme sports, water activities and recreational activities with dangerous elements.

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

### **Transport**

Your homestay 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 must not be a passenger in a vehicle driven by an unlicensed driver. You must not be a passenger in a vehicle driven by a driver with a learner (L plate) driver’s licence or a provisional (P plate) driver’s licence unless you have the written permission of your parents or legal custodian and us.

You may only drive a vehicle if:

- you obtain a Queensland driver’s licence;
- the vehicle is registered in your name or parent or legal custodian’s name;
- the vehicle is subject to full comprehensive insurance that has coverage for an at-fault driver; and
- you have the approval of your parents or legal custodian.

You may, with the permission of your parents or legal custodian, undertake driving lessons with a professional driving instructor if you hold a Queensland learner licence.

## **Medical Policy**

### **Health information**

You must tell us everything we need to know about your physical and mental health, including your medical history, conditions and allergies, and all medications you use, so that we can provide for your appropriate support at school and (if you are living with a homestay provider) approve and monitor your support and general welfare arrangements as required by your student visa. This applies before you arrive in Australia and during your stay.

You must provide to us all medical records that we ask for.

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

If you fail to provide health information, we may determine that we are unable to approve your support or general welfare arrangements. This may affect your enrolment.

See also the **Privacy Policy** section.

### **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 and homestay provider as soon as reasonably possible.

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

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

If we think you need treatment from a health care professional, 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 homestay provider.

### **Insurance**

Overseas Student Health Cover (**OSHC**) is insurance to assist international students 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 of 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.

## **Other rights and responsibilities**

### **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 a notice of our intention to cancel your enrolment (see the **Deferral, Suspension and Cancellation Policy** section).

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 6 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.

## Complaints Policy

### Discuss first

Before you lodge a customer complaint with the department, 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 international student coordinator.

If you have an issue relating to your international student coordinator or a decision he or she has made, you should discuss this with your school Principal.

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

### Complaints process

We manage customer complaints in accordance with the [Department of Education's Customer Complaints Management Framework](#) 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, or education agents with which we have arrangements to deliver your course-related service. We do not charge a fee for using our complaints process.

If your complaint is about a decision we make and our appeals process applies to that decision (see the **Appeals Policy** section), the complaints process does not apply.

You can make a complaint by either:

- contacting your school
- completing the form on the [Queensland Government – complaints and compliments webpage](#)
- calling 13QGOV (13 74 68) within Australia
- calling +617 3022 0001 (+10 hours UTC) for international callers
- visiting one of [QGov's counters](#).

You can ask for help writing your complaint (for example, from your parents, your homestay 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 Compliment, suggestions and customer complaints webpage](#).

## Appeals Policy

You can appeal a decision we make (**Internal Appeal**):

- to report you to authorities (see the **Attendance and Course Progress Policy** sections);
- not to defer or suspend your enrolment, as requested by you (see the **Deferral, Suspension and Cancellation Policy** section);
- to suspend or cancel your enrolment, as initiated by us (see the **Deferral, Suspension and Cancellation Policy** section);
- to refuse your request for a transfer (see the **Transfer Policy** section); or
- as a result of your complaint to us (see the **Complaints Policy** section).

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

### How to appeal

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

- contact us directly by email to [OADG\\_RRI@ged.qld.gov.au](mailto:OADG_RRI@ged.qld.gov.au), including your name in the email;
- include in the subject line of your email "Appeal to Assistant Director-General, State Schools – Rural, Remote and International"; and
- include all relevant information, including why you think our decision should be changed.

You can also appeal by post to Assistant Director-General, State Schools – Rural, Remote and International, 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 homestay provider or a lawyer) and can bring a support person to help you at any meetings we have to discuss your appeal.

### Decision

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

### 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](mailto:ombudsman@ombudsman.qld.gov.au) or by post to Queensland Ombudsman, GPO Box 3314, Brisbane Qld 4001 within 10 working days of receiving our decision. We will comply with any decision the Ombudsman makes.

You can also contact the Australian Government Department of Education at any time if you have a

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complaint. Please note that the Department will only intervene if it thinks that our conduct fails to meet the requirements of the *National Code of Practice for Providers of Education and Training to Overseas Students* and will not substitute its decisions for decisions we have made. A complaint to the Department is not a part of our appeals process.

### **Our actions during the appeal process**

If you appeal a decision, we will not implement the 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; or
- for decisions to report you to authorities (see the **Attendance Policy and Course Progress Policy** sections) – 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.

### **If you do not appeal**

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

## **Privacy Policy**

We collect personal information about you when you apply to enrol and throughout your enrolment, including information we obtain in the performance of this agreement. We need some of this information to comply with our obligations under Australian laws (such as *Education Services for Overseas Students Act 2000* and *National Code of Practice for Providers of Education and Training to Overseas Students*).

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.

We may record, use and disclose your personal information for the purposes of registering you with the Queensland Curriculum and Assessment Authority and opening a student account.

If you are living with a homestay provider, we will record, use and disclose your personal information for the purpose of approving and monitoring your accommodation, support and general welfare for the duration of the homestay arrangement and there will be an ongoing exchange of your personal information between the homestay provider and us, including through secure online services such as Q Parents.

If you nominated an education agent on your application for enrolment, we may disclose your personal information to your agent, throughout your enrolment, unless you notify us in writing not to do so.

We may disclose your personal information to Commonwealth Government agencies including agencies responsible for administering migration or education services, OSHC providers (if we are arranging OSHC for you), Queensland State Schools and homestay providers. We may also disclose your personal information where authorised or required by law.

See also the **Medical Policy** section.

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>.

## 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 [here](#), updated from time to time.

## Fees and Payment Policy

### Types of fees

You must pay all:

- tuition fees;
- non-tuition fees (such as homestay 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.

### 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 international students in your circumstances will pay the same fees.

We publish our fee schedule at <https://www.eqi.com.au/programs/fees.html>. All fees must be paid in Australian dollars.

An administration fee may be charged if multiple revisions to your course details and/or welfare requirements are requested prior to commencement.

Additional information regarding non-tuition fees (non-curriculum and non-compulsory excursions) is available on your school's website.

Our estimate of the total course costs payable by you, based on fees current at the date of this agreement, is set out in the Statement of Fees attached to this agreement.

### 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 can elect to pay more of your fees 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.

### Homestay fees

If you will be living with a homestay provider, you must pay homestay fees for the full period of your course plus 1 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 homestay fees for that period or the current homestay holding fee for periods of absence.

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

### Failure to pay

If tuition fees are not paid in full by the due date, we may apply unspent non-tuition fees (except homestay fees) towards payment of the unpaid tuition fees.

If you fail to pay fees when due, we may cancel your enrolment and your student visa may be affected.

## Refund Policy

### 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 OSHC fees must be made to your OSHC health insurance provider.

This written 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 the *Australian Consumer Law* applies.

### Refund amounts

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

Circumstances	Refund amount
Visa refused.	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 paid, as required by Australian law ( <i>Education Services for Overseas Students Act 2000, Education Services for Overseas Students (Calculation of Refund) Specification 2014</i> ).



Circumstances	Refund amount
You are no longer required to pay tuition fees (e.g. you provide written evidence that you have become a permanent Australian resident).	Refund of unspent tuition fees.
<b>Homestay program</b>	
You withdraw from the homestay program and provide at least 14 days' written notice.	Refund of unspent homestay fees.
You withdraw from the homestay program and give less than 14 days' written notice.	Refund of unspent homestay fees calculated from the date 14 days after the day written notice is given.
Refund of unused homestay fees (applies to December-January school holiday period). Evidence of approved travel of 7 nights or more must be provided with Refund request form.	Refund of difference between weekly homestay rate and homestay holding fee.
<b>Cancellation or default by us</b>	
We cancel your enrolment before you commence the course.	Refund of fees paid (tuition and homestay).
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) Specification 2014</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) Specification 2014</i> ).
<b>Other cancellation or default</b>	
Your Confirmation of Enrolment is cancelled because we have reported you for breach of your visa conditions (see <b>Attendance Policy and Course Progress Policy</b> ).	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 (see the <b>Deferral, Suspension and</b>	A refund of unspent tuition fees, calculated from the date 10 weeks after the date enrolment is cancelled.

<b>Circumstances</b>	<b>Refund amount</b>
<b>Cancellation Policy</b> section).	
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.
<b>Withdrawal by you</b>	
You withdraw from the course at least 10 weeks before your commencement date.	Refund of fees paid (tuition and homestay) less an administration fee 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, less an administration fee 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.

### **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.

### **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.

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 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 from time to time. You should contact us at [EQInternational@qed.qld.gov.au](mailto:EQInternational@qed.qld.gov.au) if you need to update those instructions.

## Compassionate or compelling circumstances

We may treat you more favourably under this agreement in compassionate or compelling circumstances.

Compassionate circumstances are circumstances which, in our opinion:

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

Compelling circumstances are circumstances which, in our opinion, are in your best educational interests.

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.

## 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 international students. We will give you at least 3 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.

## Policies and procedures

Within these Standard Terms and Conditions are our policies under the ESOS Act, for the purpose of the National Code of Practice for Providers of Education and Training to Overseas Students 2018. These policies form part of the Standard Terms and Conditions.

We also publish other policies and procedures, which support the administration of the Written Agreement, on the website [www.eqi.com.au](http://www.eqi.com.au). Those policies and procedures do not form part of these Standard Terms and Conditions.