



Queensland Government Schools

2010 International Student - Important Information

CRICOS Provider Number: oo6o8A

Parents and international students are required to read the following enrolment terms and conditions. The changes to these conditions have been driven by revisions to Australian Federal legislation which regulates the delivery of international education services (ESOS Act).

CONTACT DETAILS

Education Queensland International

For more information on our schools or any of the international student programs and services please contact EQI or visit our website www.eqi.com.au

STREET ADDRESS	POSTAL ADDRESS	TELEPHONE	FAX	WEBSITE
Level 18 Education House 30 Mary Street Brisbane QLD 4000 Australia	PO Box 15050 City East QLD 4002 Australia	+61 (0) 7 3224 6958 EMAIL EQInternational@deta.qld.gov.au	+61 (0) 7 3224 6973	www.eqi.com.au

IMPORTANT INFORMATION FOR PROSPECTIVE STUDENTS AND THEIR PARENTS

For full details regarding EQI's international student programs please go to www.eqi.com.au.

This website contains, but is not limited to, providing information relating to –

- the requirements for acceptance into a course
http://www.eqi.com.au/pdfs/eqi_entry_requirements.pdf
- course content and subjects available at each school
<http://www.eqi.com.au/apps/school-profiles.php>
- duration for each course offered is listed separately
<http://www.eqi.com.au/programs/index.html>
- qualifications offered
<http://www.eqi.com.au/qld-schools/school-system.html>
- modes of study
<http://www.eqi.com.au/programs/index.html>
- assessment methods
<http://www.eqi.com.au/qld-schools/school-system.html>
- school locations and facilities
<http://www.eqi.com.au/apps/school-profiles.php>
- fees
<http://www.eqi.com.au/apps/find-a-school.html>
- relevant information on living in Australia
<http://www.eqi.com.au/programs/program-fees.html>
- a description of the ESOS framework
<http://www.eqi.com.au/qld-schools/index.html>
- refund policy
<http://www.eqi.com.au/useful-information/esos-act.html>
- refund policy
http://www.eqi.com.au/pdfs/refund_policy_procedure.pdf

EQI AGREEMENT FOR ENROLMENT

Part A: RESPONSIBILITIES

1. Parents' Responsibilities and Permission

- 1.1 The Parents must comply with, and must ensure the Student complies with, this Agreement.
- 1.2 The Parents must:
 - a) provide EQI with full and accurate information regarding any Pre-existing Medical Conditions of the Student; and
 - b) keep EQI regularly and accurately informed in relation to the Student's health and welfare, including notifying and providing appropriate medical documentation to EQI within 14 days of the Student suffering or being diagnosed with any additional medical or mental health conditions or changes to Pre-existing Medical Conditions.
- 1.3 The Parents consent to:
 - a) the Student attending compulsory excursions arranged by EQI in accordance with the relevant International Student Travel/Activities Policy; and
 - b) EQI opening a Learning Unique Identifier registration with the Queensland Studies Authority on the Student's behalf, where the Student is undertaking a Senior High School Program; and

- c) employees of EQI or the School organising or obtaining medical assistance for the Student if the Student has an accident or is ill.

2. Student's Responsibilities

- 2.1 The Student must comply with this Agreement, the **EQI International Student Code of Conduct** and all relevant EQI policies and procedures as notified by EQI and which are available at www.eqi.com.au.
- 2.2 At all times whilst the Student is in Australia undertaking the Program at the School, the Student must:
 - a) maintain valid OSHC Insurance;
 - b) possess a valid Australian student visa; and
 - c) comply with all applicable Australian migration laws, including without limitation, visa regulations.

3. Living and Welfare Arrangements

- 3.1 If the Student is under the age of 14, the Student must:
 - a) live with a Parent or another authorised person (not including an Approved Homestay Family) as specified under the Migration Regulations;
 - b) notify EQI in writing of the Queensland address, telephone numbers and email address for the Student and the Parents or other authorised person, within 7 days after enrolment in the Program.
- 3.2 If the Student is 14 years of age or over, the Student must live with a Parent, Approved Homestay Family or another authorised person as specified under the Migration Regulations.
- 3.3 The Student must notify EQI of any change to the Student's address, telephone numbers or email address during the Student's participation in the Program and such notification must be given at least 7 days prior to the proposed change, or in the case of an unplanned change, as soon as reasonably practicable after the change has occurred
- 3.4 The Parent must notify EQI, if the Student is not living with the Parent whilst participating in the Program and of any changes to the Parent's address and such notification must be given at least 7 days prior to the proposed change, or in the case of an unplanned change, as soon as reasonably practicable after the change has occurred

4. Homestay Conditions

- 4.1 If the Student lives with an Approved Homestay Family, the Student must:
 - a) be aware of the **EQI Homestay Code of Conduct**;
 - b) comply with the **International Student Travel/Activities Policy**;
 - c) not undertake travel or participate in activities without obtaining necessary approvals in accordance with the International Student Travel/Activities Policy; and
 - d) obtain written consent from the relevant International Student Coordinator before changing or seeking to change the Student's accommodation arrangements.

IMPORTANT INFORMATION FOR PROSPECTIVE STUDENTS AND THEIR PARENTS (Cont.)**Part B: FEES AND REFUNDS****5. Fees**

5.1 Unless otherwise agreed in writing by EQI, the Parents must pay, on behalf of the Student, the Fees to EQI for the provision of the Program to the Student in accordance with this clause 5.

5.2 If the Program is:

- a) less than 1 year (12 months) in duration, the Parents must pay EQI the Fees in full by the date specified on the invoice; or
- b) 1 year (12 months) or longer than 1 year in duration, the Parents must pay EQI the Fees as follows:
 - i) if the Student seeks to enrol at the School during the School year, the Fees must be paid prior to the date of enrolment, for that portion of the School year in which the Student will be enrolled; and
 - ii) if the Student seeks to enrol or re-enrol at the School in the following School year, the Fees for that year must be paid in full by the date specified on the invoice preceding the School year of enrolment.

5.3 If the Student, during the course of his/her enrolment, selects an optional subject, activity or program (including, vocational courses delivered by an external provider, excellence programs or specialist courses), the Parents must pay any Additional Fees. The Additional Fees are to be paid by the Parents within 14 days of notice of the Additional Fees being provided to the Parents by EQI.

5.4 The Parents must reimburse EQI for all reasonable costs incurred by EQI in organising or obtaining any medical assistance for the Student. The payment of the reimbursed medical costs is to be paid by the Parents within 14 days of notice of the amount of the medical costs being provided to the Parents by EQI.

6. Refund Policy

6.1 Subject to this clause 6, if

- a) there is an EQI Default and the Student has not withdrawn from the Program prior to the date of the EQI Default, the Parents are entitled to a refund of the applicable Refundable Fees;
- b) there is a Student Default and in EQI's reasonable opinion there are Compassionate or compelling grounds for paying a refund, the Parents are entitled to a refund of the applicable Refundable Fees;
- c) the Student is refused a student visa, the Parents are entitled to a refund of the applicable Refundable Fees;
- d) the Student withdraws or cancels his/her involvement in the homestay program, the Parents are entitled to a refund of the Homestay Fee already paid less an amount equivalent to two (2) weeks of the Homestay Fee; or
- e) the Student is granted permanent Australian resident status while undertaking the Program, the Parents are entitled to a refund of the Tuition Fees applicable to the Program, from the date on which the Student became a permanent Australian resident until the end of the Program.

6.2 To claim any refund under clause 6.1b), the Parents must:

- a) write to EQI requesting the refund;
- b) countersign the request with the Student; and
- c) include with the request details of any Compassionate or compelling grounds for consideration by EQI.

6.3 EQI must pay a refund under:

- a) clause 6.1a) within 14 days of the date of the EQI Default;
- b) clause 6.1b) within 28 days of the date of any decision being made (if any) that there are Compassionate or compelling grounds for a refund to the Parents of the Applicable Refundable Fee;
- c) clause 6.1c) within 28 days of the Student or Parents notifying EQI that the Student has been refused a student visa;
- d) clause 6.1d) within 28 days of the Student's notification to EQI of his/her withdrawal or cancellation from the homestay program; or
- e) clause 6.1e) within 28 days of the date that permanent Australian resident status is granted to the Student.

6.4 Without limiting any other provision of this Agreement, if the Student does not commence their Program, for any reason other than being refused a student visa, EQI will be entitled to retain an administrative fee of \$400.

6.5 If the Parents owe any sum to EQI for any reason connected with the Student's participation in the Program, EQI may deduct the amount owing to it from any refund that the Parents may claim in accordance with this clause 6.

6.6 Any refund provided under clause 6.3 will be paid to the Parents unless the Parents give a written direction to EQI to refund someone else.

6.7 If:

- a) there is an EQI Default; and
- b) the Student and Parents agree in writing,

the Student may be enrolled in an equivalent Program with an alternate school. In such cases, only Additional Fees not actually incurred will be refunded and all other Fees being held by the School or EQI will be allocated to provision of the Program to the Student by the alternate school.

Part C: ENROLMENT MATTERS**7. Transfer**

7.1 If the Student, at their own or at their Parents' initiative, seeks to transfer to another Queensland Government School after confirmation of enrolment, the Parents, on behalf of the Student, must pay a transfer fee of \$550.00 (inclusive of GST) to EQI within 14 days of the Student's transfer being approved by EQI. EQI's Transfer Policy and Procedure.

8. Deferral, Suspension or Cancellation of Enrolment

8.1 Without limiting EQI's rights under clause 8.2, EQI may in its absolute discretion defer or suspend the Student's enrolment, subject to the ESOS Legislative Framework if:

- a) EQI receives a written request, from the Student's Parents, for the Student's enrolment to be deferred or suspended on Compassionate or compelling grounds; or
 - b) if in EQI's reasonable opinion, the Student has engaged in misbehaviour.
- 8.2 EQI may cancel the Student's enrolment, subject to the ESOS Legislative Framework, if the:
- a) Parents fail to pay all the Fees or any Additional Fees in accordance with this Agreement;
 - b) Student fails to meet the Program requirements;
 - c) Student or Parents breach clauses 1.2, 2.1, 2.2, 3.1a), 3.2 or 4.1 this Agreement;
 - d) Student or Parents provide false or misleading information on the Application Form;
 - e) Student, in EQI's reasonable opinion, has done any other thing warranting cancellation, including:
 - i) repeated disobedience;
 - ii) serious (e.g. violent or unlawful) or repeated acts of misconduct;
 - iii) conduct that is prejudicial to the good order and management of the School;
 - iv) acts in a manner which poses an unacceptable risk to the other students or staff at the School;
 - v) absence, without notification and justifiable excuse, from the School for 5 consecutive School days;
 - vi) refusal to live with the Approved Homestay Family; or
 - vii) providing information to EQI which proves to be false or misleading in a material respect.

Part D: COMPLAINTS AND APPEALS POLICY**9. Complaints and Appeals Policy**

9.1 If the Parents or the Student:

- a) has a complaint about EQI, the School, an Approved Homestay Family or the Program; or
- b) disagrees with a decision which has been made by EQI, the School or an Approved Homestay Family,

which cannot be resolved informally, the Parents or the Student may initiate the **Complaints and Appeals Process** within 20 Working days of the relevant decision or act or omission of EQI, the School or an Approved Homestay Family.

9.2 The Parents or the Student may nominate a support person to assist or accompany the Parents or the Student at any stage of the Complaints and Appeals Process.

9.3 Participation in the Complaints and Appeals Process does not limit the right of the Student or the Parents to take action under Australia's consumer protection laws.

Part E: GENERAL**10. Privacy**

10.1 In this clause, "Personal Information" means the information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about the Student, or from which the Student's identity can reasonably be ascertained. Personal Information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the Student of a student visa condition.

10.2 The Parents and the Student consent to EQI collecting, using and disclosing the Student's Personal Information for the following purposes:

- a) administering and managing the Program, including reporting and exchanging information generally within the Queensland Department of Education and Training (of which EQI is part) and any other relevant Queensland State agency;
- b) administering and managing the Student's enrolment in the Program and in the School and the provision of education and support services to the Student;
- c) opening a Learning Unique Identifier registration with the Queensland Studies Authority;
- d) arranging School excursions;
- e) liaising with the Student's Parents or the Student's Authorised Agent;
- f) liaising with a Parent or another Authorised Person under the Migration Regulations with whom the Student resides, about the Student's living arrangements;
- g) liaising with an OSHC provider, hospital or doctor for the purpose of organising or obtaining medical assistance for the Student;
- h) approving and liaising with an Approved Homestay Family;
- i) approving any travel request by the Student;
- j) liaising with, providing information to and receiving information from the Australian Department of Immigration and Citizenship in relation to the Student's compliance with all applicable migration laws and visa regulations and conditions;
- k) liaising with, providing information to and receiving information from the Australian Department of Education, Employment and Workplace Relations in relation to the Program;
- l) managing, investigation of and responding to complaints and appeals;
- m) any other purpose reasonably incidental to any of these purposes; or
- n) where authorised or required by law.

11. Release

11.1 The Parents and the Student:

- a) acknowledge and confirm that they participate in the Program (including the Homestay Program) at their own risk; and
- b) release EQI from all liability, loss, costs and expenses (including legal fees, costs and disbursements) that the Parents and the Student may have or claim to have or but for this release might have had against EQI arising from or in connection with the Program (including the Homestay Program), except to the extent that such claims were caused by EQI's negligence.

IMPORTANT INFORMATION FOR PROSPECTIVE STUDENTS AND THEIR PARENTS (Cont.)

12. Governing law

12.1 This Agreement will be governed by and construed in accordance with the laws of the State of Queensland, Australia, and EQI, the Parents and the Student agree to submit to the jurisdiction of the Courts of Queensland.

13. No representation or reliance

13.1 The Parents and the Student acknowledge and confirm that they do not enter into the Program in reliance on any representation or other inducement by or on behalf of EQI, except for representations or inducements expressly set out in this Agreement.

Part F: DEFINITIONS

14. Definitions

14.1 In this Agreement:

“Additional Fees” means the fees payable by the Parents for any optional subject, activity, materials or program (including distance education, vocational courses, excellence programs and specialist courses) that the Student undertakes or requires as advised to the Parents by EQI or the School from time to time.

“Application Form” means this Queensland Government Schools International Student Application Form.

“Approved Homestay Family” means a homestay family approved by EQI.

“Authorised Agent” means the person or entity identified as the Student’s agent in Part 14 of the Application Form.

“Compassionate or compelling grounds” means:

- the death of a Student or a close relative of the Student;
- serious ill health or disability affecting the Student or a close relative of the Student;
- a major political, civil or natural event in the Student’s country of origin which, in EQI’s reasonable opinion, materially affects the Student;
- any other event or circumstance which, in EQI’s reasonable opinion, materially affects the Student; or
- the refusal of the Student’s visa.

“Complaints and Appeals Process” means the EQI General Complaints and Appeals Procedure or the Enrolment Complaints and Appeals Procedure as applicable, available at: <http://eqi.com.au/useful-information/complaints-process.html>.

“EQI” means the State of Queensland acting through Education Queensland International of the Department of Education and Training.

“EQI Default” means the occurrence of any of the following:

- the Program does not commence on the starting date advised by EQI to the Student; or
- the Program is cancelled or suspended prior to the completion date other than for Student Default.

“ESOS Act” means the Education Services for Overseas Students (ESOS) Act 2000 (Cth).

“ESOS Legislative Framework” means the Education Services for Overseas Students (ESOS) Act 2000 (Cth), the Education Services for Overseas Students (ESOS) Regulations 2001(Cth), and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007.

“Fees” means the fees set out in the Statement of Fees.

“Homestay Fees” means the fees set out in the Statement of Fees relating to the homestay component of the Program.

“International Student Coordinator” means the person appointed to that position by EQI at the School.

“International Student Travel/Activities Policy” means the document of that name available at: http://eqi.com.au/pdfs/travel_policy.pdf

“Migration Regulations” means the Migration Regulations 1994 (Cth).

“OSHC Fees” means the fees charged by the Overseas Student Health Cover insurance provider.

“OSHC Insurance” means Overseas Health Cover Insurance with an approved Australian Government health fund (visit: <http://eqi.com.au/useful-information/oshc.html>)

“Parents” means the parent, parents or legal guardian of the Student identified as the parents in Part 1 of the Application Form.

“Pre-existing Medical Condition” means a medical, dental or mental health condition, or any complication directly or indirectly related to that condition known or diagnosed at the date of this Agreement.

“Prescribed Amounts” means amounts prescribed by the Education Services for Overseas Students (ESOS) Regulations 2001(Cth).

“Program” means the educational program that the Student is enrolled in at the School.

“Queensland Studies Authority” means the statutory body responsible for the provision of various educational services and materials on behalf of the State of Queensland.

“Refundable Fees” means:

- for a refund under clause 6.1a), the:
 - Tuition Fees;
 - Homestay Fees;
 - OSHC Fees; and
 - Additional Fees,
 less the Prescribed Amounts; and
- for a refund under clause 6.1b):
 - Tuition Fees;
 - Homestay Fees; and
 - Additional Fees,

but only to the extent that these relate to any future School terms for which the Student has been enrolled. The Student forfeits any Tuition Fees and Additional Fees paid to EQI which relate to the School term in which the Student is enrolled at the time of the Student Default; or

c) for a refund under clause 6.1c) the:

- Tuition Fees;
 - Homestay Fees;
 - OSHC Fees; and
 - Additional Fees,
- less the Prescribed Amounts.

“School” means a State School as defined in Schedule 4 of the Education (General Provisions) Act 2006 (Qld), which provides courses to overseas students on behalf of EQI.

“School Principal” means the person appointed to that position at the School.

“Statement of Fees” means the document of the same name provided to the Parents by EQI with the offer to the Student of a place in the Program.

“Student” means the person identified as the student in Part 1 of the Application Form.

“Student Default” means the occurrence of any of the following:

- the Student does not commence the Program other than as a result of the Student’s inability to obtain a student visa ;
- the Student withdraws from the Program; or
- EQI cancels the Student’s enrolment in the Program in accordance with this Agreement.

“Tuition Fees” means the fees set out in the Statement of Fees relating to the tuition component of the Program.

“Working day” means a day that is not a Saturday, Sunday or public holiday in the State of Queensland.

15. Interpretation

In this Agreement:

- headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention;
 - if more than one person is identified as the Parents, that expression refers to them, and the obligations of the Parents under this Agreement bind them, jointly and severally;
 - a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
 - a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re enactments and replacements;
 - a reference to a web site address (included in this agreement) is a reference to that website address as varied or replaced and notified by EQI from time to time,
 - a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
 - if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - “includes” in any form is not a word of limitation;
 - a reference to “\$” or “dollar” is to Australian currency; and
-)) to the extent of any inconsistency between this Agreement and the documents referred to in this Agreement, the terms of the Agreement will prevail.

Part G: DECLARATION and ACKNOWLEDGEMENT

We declare that the information given in this Application Form is complete and correct. We understand that providing false or misleading information may result in cancellation of the Student’s enrolment.

We give permission for all communication regarding this student’s enrolment to be via our education agent nominated on this form.

We acknowledge that:

- we have read and understood this Agreement; and
- by signing and submitting this Application Form, we are agreeing to be bound by this Agreement, and all applicable EQI policies and procedures as notified to us from time to time.

SIGNATURE REQUIRED ON THE ENGLISH APPLICATION FORM

WHAT ARE THE NEXT STEPS?

Please send your completed Application Form (including the completed Agreement for Enrolment) to the address provided for the school you have chosen on page 5. EQI recommends you keep a copy of this Application.

Following assessment of your completed Application Form, successful applicants will receive an Offer of a Place and a Statement of Fees.

On receipt of fees, EQI will generate your Confirmation of Enrolment (CoE) which will formalise your enrolment contract. The most recent Offer of a Place will become your enrolment contract with EQI. You will need the CoE to process your student visa.