

TERMS AND CONDITIONS

PREAMBLE

Queens College complies with the Refunds and Transfers Policy and the ESOS Act, National Code Australia and any applicable State and Territory requirements. The Queens College Enrolment Fee is payable *once only* on each enrolment and is only refundable in limited circumstances involving provider default. For further information on the College's Study Cancellation and Refund Policy, please refer to the **Queens College Student Handbook**.

Please note, the information provided by you, as the student, may be given to the Commonwealth and state agencies, Administrator or the Tuition Project Scheme (TPS) pursuant to obligations under the ESOS Act and the National Code, available at: <https://aei.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/ESOS-Regulations/Pages/default.aspx>

CANCELLATION AND REFUND POLICY 2014

1. The Enrolment Fee, Accommodation Placement Fees and Airport Pick-Up Fees are non-refundable whether you complete your course or not.
2. A \$250 fee is payable for administering course cancellation.
3. Tuition Fees and Overseas Student Health Cover (OSHC) are refunded in full if your VISA application is rejected and you provide official written notification of the refusal from the Australian Government or Department of Immigration and Border Security.
4. Student Default; no refund will be given if a student:
 - has given false or misleading information;
 - fails to comply with the conditions of enrolment at the College;
 - is in breach of their VISA requirements as imposed by the Australian Government; and/or
 - withdraws after the commencement date of the course.
5. Tuition Fee refund; if you give written notice of your intention to withdraw from a course:
 - 6 weeks prior to the commencement date, 100% of total tuition fees will be refunded less a cancellation fee of \$250;
 - 4 weeks prior to the commencement date, 80% of total tuition fees will be refunded less a cancellation fee of \$250;
 - 2 weeks prior to the commencement date, 50% of total tuition fees will be refunded less a cancellation fee of \$250;
 - 1 week prior to the commencement date, 30% of total tuition fees will be refunded less a cancellation fee of \$250; or
 - after the commencement date, tuition fees will not be refunded.
6. Where 2 or more courses are packaged, the conditions apply to all elements. Note that for packaged courses the course start date is taken to be the start date of the first course.
7. Commencement of the course is defined as the course start date in the first Application Form submitted by the student or agent and not subsequent to changes to the starting date.
8. In the unlikely event that Queens College is unable to deliver your course in full, you will be offered a refund for the portion of the course for which you have paid but which you have not been delivered or assessed. The refund will be paid to you within 14 days of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course at no extra cost to you. You have the right to choose whether you would prefer a refund of course fees, or to accept a place in another course.

9. If you choose placement in another course, we will ask you to sign a document to indicate that you have accepted the placement. If Queens College is unable to provide a refund or place you in an alternative course, under the Tuition Protection Service (TPS), you will be placed in a suitable alternative course at no extra cost to you (unless you choose a more expensive replacement course). If this is not possible, you will be eligible for a refund as calculated by the Funds Manager.
10. Course and other fees are not transferable to other students or institutions but may be transferred to another course within Queens College at the discretion of the college.
11. Any approved refunds are made payable to and sent to the student or his/her agent as applicable in Australian dollars.
12. Fees for services paid to education agents by students are not covered by this refund policy.
13. This refund policy applies to all tuition fees paid to Queens College and includes any tuition fees paid to an education agent to be remitted to the college.
14. All refund considerations will be strictly limited to the money paid, which Queens College has received from the student as tuition fees only (i.e. exclusive of all non-refundable fees and agents' commission—whether this commission was deducted before or after student payment to Queens College).

Refund Procedures

1. You must complete the Refund Application Form.
2. Your refund will be processed within FOUR (4) weeks of receiving your completed refund application if it includes all the required documents. A written statement will be provided to the student to explain how the refund is calculated.

Anything in the above policy does not remove your right to take further action under Australia's consumer protection law, as per National Code of Practice Section 43.1 or to pursue other legal remedies as necessary.

COMPLAINTS AND APPEALS

1. The College has a proper grievance and dispute resolution procedure in place whereby a student can lodge a complaint or grievance of any kind. This procedure is detailed in the Student Handbook.
2. Notwithstanding the outcome of the College's dispute resolution procedure, *this agreement does not remove the student's right to take further action under Australia's Consumer Protection Laws* or circumscribe the student's right to pursue other legal remedies as specified in the National Code 2007.
3. The students may contact the Chief Executive of the Queensland Department of Education, Training and Employment at <http://education.qld.gov.au/> if concerned about the College's conduct. The Chief Executive may, under part 2, Division 2 of the Education (Overseas Students) Regulation Act 1998 (QLD), suspend or cancel registration of the College or an individual course.

PRIVACY AND COLLECTION

Queens College may collect personal information about you, including:

- a. the information on this form;
- b. information provided by you, or your representative, in relation to your application;
- c. information on other forms or documents requested by, and provided by you or other educational institutions to the College;
- d. information about any suspected breach by the student of a condition of their visa, including, but not limited to, attendance and progression.

Queens College collects information for the purpose of:

- a. assessing your application;
- b. providing services to you;
- c. facilitating Viva's internal business operations including the fulfilment of legal requirements. The College is required by law to collect and share information with the Australian Government and designated authorities, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager from time-to-time.

The information that is shared includes:

- a. personal and contact details;
- b. course enrolment details and changes;
- c. and the circumstance of any suspected breach by the student of a student visa condition. You are obligated as a condition of your visa to notify the College of a change of address while you are enrolled in your course.

Information may additionally be shared with:

- a. service providers who assist the College with the operation of its business;
- b. in the case of an emergency, your next of kin or nominated person;
- c. if appropriate, your agent as your education representative.

All external parties are required to abide by Queens College's Privacy Policy and all legislative obligations as written in the federal Privacy Act, which contains eleven Information Privacy Principles (IPPs) that apply to Australian and ACT government agencies and ten National Privacy Principles (NPPs) that apply to parts of the private sector.

PAYMENT DETAILS

Please visit our website: www.queens.qld.edu.au to view the current fees schedule or contact Marketing at marketing@queens.qld.edu.au

International students are required to sign a *written agreement* on payment of fees, which sets out the services to be provided, fees payable and information about refunds of course money.

The payment of all fees and charges is receipted and dated at the time of payment. Records of fees receipted and dated are maintained and secured. Students can receive a formal written Statement of their fee status upon request to Queens College's *Accounts Manager*. This Statement will be provided to your nominated email account within FIVE (5) working days.

- For courses over 24 weeks in duration, up to 50% of the tuition fee is required prior to the commencement of the course. The balance of the tuition fee is payable *two weeks prior to the second study period commencing*.
- Full payment of tuition fees is required for all courses offered *less than 24 weeks* in duration.
- In certain circumstances, individual students may negotiate an *Individual Payment Plan* with the College to better suit their tuition capabilities.

Methods of Payment

Only four methods are accepted by Queens College as follows:

1. Direct payment via internet banking
2. Direct deposit in any of the ANZ branches
3. Bank Transfer or Telegraphic Transfer

For payment done by international money order or telegraphic transfer, *please ensure that bank charges are not deducted from the fees payable to the college*. For security reasons, Queens College does not accept cash payments. Bank fees charged by the senders bank, are not to be transferred to Queens College. If payment is not made in full, *a minimum deposit for each course will be required to obtain each CoE*.

Bank	Australian and New Zealand Bank Pty Ltd -ANZ
Account Name	Colleges Australia International Pty Ltd Trading As Queens College
BSB	014-010
Account	193432036
SWIFT Code	ANZBAU3M
Bank Address	146 Queen Street Mall, Brisbane, Queensland 4000, Australia

4. EFTPOS available at Queens College Reception

ALL payments must include the **Student number** as a Reference number.

Notes for course payments

1. All bank charges incurred by Queens College in issuing refunds will be met by the student.
2. If notice has been received in writing from the student to withdraw from the course they have enrolled in *after the course has commenced*, NO refund will be provided. The entire outstanding fee will need to be paid to Queens College
3. All course prices are quoted in Australian dollars (AUD).
4. All course prices are subject to change without further notification.
5. OSHC is compulsory for all students studying in Australia on a Student Visa.
6. Upon course commencement, Queens College warrants that the course cost will remain static for commencing students.
7. Queens College will arrange OSHC for students applying from overseas only. Students in Australia should arrange their own OSHC.

TERMS AND CONDITIONS OF ACCEPTANCE OF OFFER

1. To change your start date you must provide Queens College with at least five (5) working days notice.
2. If you do not arrive on your start date, notify Queens College immediately of the reason why, via our email address: studentservices@queens.qld.edu.au
3. If Queens College does not receive an email, the College will notify the Academic Director and TPS within five (5) business days from your start date.
4. If the College receives an email after the process has confirmed you are in default, the College will notify the Academic Director and TPS within five (5) business days from the completion of the complaints process.
5. Students in default will have their enrolment cancelled 14 days after their expected start date.
6. Homestay and/or airport transfer will be confirmed once we have received your arrival details. Queens College must receive your arrival details at least 14 days before your actual arrival.
7. **Orientation is a legal requirement.** You must attend the orientation programme. Failure to arrive on time may mean that your start date will be delayed.
8. In undertaking any English course (General English, IELTS, EAP), you have been made aware, understand and agree to the scheduled commitment of a minimum of 20 hours per week of face-to-face classes with the College.
9. If you have been enrolled at another provider on a Student VISA, you may need to provide Queens College with a letter of release from that principal course provider before we can issue you your CoE.
10. You must inform Student Services of any change to your personal information (e.g. address, email address or VISA situation within two (2) days of the change.)
11. For further information on Queens College's Refund Policy and Terms and Conditions, please refer to the College's website at www.queens.qld.edu.au