

Temporary Residents Admissions Terms and Conditions of Application

1.0 Definitions and Interpretation	
1.1	In these terms and conditions, the following terms have the meanings assigned to them below, unless the context otherwise requires:
<i>Application fee</i>	a fee charged by the Department of Education International (DEi) to process an application
<i>Authority to Enrol</i>	has the meaning assigned to that term in clause 2.2
<i>Confirmation of Enrolment (CoE)</i>	issued by authorised Queensland education or training providers to potential subclass 500 student visa applicants as evidence of enrolment in a course of study
<i>Compassionate and compelling grounds</i>	<ul style="list-style-type: none"> a) the death of a student or a close relative of the student b) serious ill health or disability affecting the student or a close relative of the student c) a major political, civil or natural event in the student's country of origin which, in DEi 's reasonable opinion, materially affects the student d) any other event or circumstance which, in DEi 's reasonable opinion, materially affects the student e) the refusal of the student's student visa
<i>Continuing student</i>	has the meaning assigned to that term in clause 8.3
<i>Department of Education International (DEi)</i>	<p>The international branch of the Department of Education and employees of DEi.</p> <p>The Department of Education's trading name is Education Queensland International (EQI).</p>
<i>Dependant child</i>	<p>a school-aged child who is named as a dependant on their respective parent's visa</p> <p>NOTE: DHA may require a dependant who turns 18 during the course of their enrolment to apply for their own student visa</p>
<i>Department of Home Affairs (DHA)</i>	Australian government department responsible for immigration.
<i>Department of Education (DoE)</i>	Department of Education (Queensland)
<i>Eligibility to apply to enrol</i>	the dependant child is eligible to apply to enrol in a school, having satisfied certain criteria for enrolment
<i>Letter of acceptance</i>	has the meaning assigned to that term in clause 3.4
<i>New student</i>	has the meaning assigned to that term in clause 8.1
<i>Non-state school</i>	has the meaning assigned to that term in the Education (General Provisions) Act 2006

	<i>Personal information</i>	has the meaning assigned to that term in clause 10.1
	<i>Queensland provider of education and training</i>	a provider of English language education, vocational education and training and/or higher education located in Queensland
	<i>School</i>	a state educational institution in Queensland
	<i>School-aged child</i>	a child who will be 5 years old by 30 June in the year they enrol in Preparatory Year until 18 years old
	<i>State educational institution</i>	has the meaning assigned to it as an educational institution established under sections, 13, 14 or 15 of the Education (General Provisions) Act 2006
	<i>Temporary visa holder</i>	the parent or legal custodian of a dependant child as specified in item 2 of the application form
	<i>TRA</i>	Temporary Residents Admissions, which is part of DEi
	<i>Tuition fees</i>	means fees received that are directly related to the provision of a course
1.2	These terms and conditions (found at https://eqi.com.au/study-options/temporary-residents) override any previous terms and conditions and are subject to change from time to time. A dependant child's attendance at school after the changes take effect will be treated as your agreement to the changes. Please refer to the TRA policy (found at https://eqi.com.au/study-options/temporary-residents) which supports these terms and conditions.	
2.0 Education Provider Responsibilities		
2.1	DEi, on behalf of DoE, receives and processes applications requesting enrolment of dependant children holding a dependent student, bridging or tourist visa in a Queensland state school in accordance with these terms and conditions, the TRA policy and the TRA Application for authority to enrol form .	
2.2	The Authority to Enrol will be issued to the temporary visa holder when DEi has deemed the application has met the requirements in accordance with these terms and conditions, the TRA policy and the TRA Application for authority to enrol form . The Authority to Enrol confirms the eligibility of a dependant child to apply to enrol at a school and is evidence that the relevant fees have been paid.	
2.3	<p>A dependant child is not automatically eligible for enrolment at a nominated school upon issue of a Letter of Authority to Enrol. Enrolment at a nominated school depends on whether the dependant child is eligible to enrol in a school in accordance with the Education (General Provisions) Act 2006. Whilst not providing an exhaustive list of relevant matters, the department maintains policies, procedures and other processes that may impact a dependant child's entitlement to enrol or continued enrolment in a Queensland state school:</p> <ul style="list-style-type: none"> (a) the failure to adequately complete the application form as per the department's Enrolment in state primary, secondary and special schools procedure (b) student ineligibility to enrol where Enrolment Management Plan restrictions apply (c) when dependant child does not have an allocation of state education (d) if the dependant child is not the correct age for enrolment in Preparatory Year to Year 12 as per the department's Enrolment in state primary, secondary and special schools procedure (e) if the dependant child has been excluded from a school or their enrolment at a school has been cancelled or the dependant child is subject to a student disciplinary absence from a school as per the Student discipline procedure at the time of submission of the department's application for student enrolment form 	



	<p>(f) if the school is a state special school and the dependant child does not meet the criteria for enrolment in a special school</p> <p>(g) if the school principal reasonably believes that the dependant child presents an unacceptable risk to the safety and wellbeing of members of the school community as per the Refusal to enrol – Risk to safety or wellbeing procedure</p> <p>(h) if the proposed enrolment requires approval by the Chief Executive of DoE (or their delegate) as part of a flexible arrangement under s.183 of the <i>Education (General Provisions) Act 2006</i></p> <p>(i) in accordance with s.51(7) and (8) of the Education (General Provisions) Act 2006, a child who is not an Australian citizen or Australian permanent resident or the child of an Australian citizen or Australian permanent resident, is not permitted to enrol in any school or registered in a kindergarten learning program at a State school, unless the applicable fees for the child’s enrolment have been paid.</p>
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3.0 Key Responsibilities of the temporary visa holder

3.1	<p>It is acknowledged and agreed that DHA requires international students who are student visa holders to maintain adequate schooling arrangements for a dependant child:</p> <ul style="list-style-type: none"> • who is of school-age and • who is listed as a dependant on the respective parent’s student visa and • who is in Australia for more than three months. <p>Advice about the processes to be followed in obtaining visas for the dependant children of international students may be obtained by contacting DHA and on the following web site: https://immi.homeaffairs.gov.au/visas/already-have-a-visa/check-visa-details-and-conditions/see-your-visa-conditions?product=500#</p>
3.2	<p>In Queensland:</p> <p>(a) the Education (General Provisions) Act 2006 requires a school-aged child to:</p> <ol style="list-style-type: none"> i. be enrolled in and attend a school; or ii. participate in an eligible option (as that term is used in the <i>Education (General Provisions) Act 2006</i>); and <p>(b) the parent of a dependant child named in the parent’s student visa has a legal obligation to ensure that:</p> <ol style="list-style-type: none"> i. in relation to a child who is of compulsory school age (as that term is defined in the <i>Education (General Provisions) Act 2006</i>), the child attends a school on every school day for the educational program in which the child is enrolled; and ii. in relation to a young person who is in the compulsory participation phase (as that term is defined in the <i>Education (General Provisions) Act 2006</i>), the young person is participating full-time in an eligible option, unless the parent has a reasonable excuse.
3.3	<p>Before a dependant child may apply for enrolment in a school, the temporary resident must submit the completed and signed TRA Application for authority to enrol form to DEi with the supporting documents listed in the application form in connection with the proposed enrolment of the dependant child together with the application fee.</p>
3.4	<p>In the case of tourist visa enrolments, the temporary visa holder should nominate the school they wish their dependant child to attend on the application form, and provide a Letter of Acceptance from the school.</p>
3.5	<p>When the Authority to Enrol is issued by DEi, it is the responsibility of the temporary visa holder to approach a school to seek enrolment for their dependant child. An temporary visa holder may view information regarding schools at the following web address: https://schoolsdirectory.eq.edu.au/</p>



3.6	The Authority to Enrol must be presented to a school principal as evidence of the relevant child's eligibility to apply to enrol at the school and that relevant tuition fees have been paid as part of the enrolment process at the school.
3.6	Once the temporary visa holder successfully obtains enrolment at a school for their dependant child, the temporary visa holder must request the school to complete and return the TRA School Acceptance Form that was issued to the family with the Authority to Enrol.
3.7	The temporary visa holder must immediately notify DEi and the school of enrolment of any changes to information relating to the enrolment of a dependant child including contact details, visa type and class or subclass, number and expiry date, parent's COE, enrolment dates, school of enrolment, change of primary visa holder or education provider. In any event, documentary evidence of these changes must be provided to DEi and the school of enrolment within seven (7) days of these changes occurring.
3.8	The temporary visa holder represents and warrants that the application form accurately states the visa type and class or subclass of the parent of a dependant child.
3.9	It is further acknowledged and agreed that each dependant child is required to abide by the curriculum and behaviour expectations of the school in which they are enrolled. Failure to comply with these expectations may lead to the cancellation of a dependant child's enrolment at a school or exclusion of the dependant child from the school.
3.10	<p>If a dependant child:</p> <ul style="list-style-type: none"> (a) is enrolled as a student at a school under TRA; and (b) turns 18 years of age during the respective parent's enrolment as an international student under a student visa with a Queensland provider of education and training; and (c) ceases to be named as a dependant child on the international student's student visa, then such school student (or their parent or guardian) must: <ul style="list-style-type: none"> i. apply to DEi for a new COE or Authority to Enrol in relation to the school student's enrolment at a school under their own student visa (subject always to any DHA requirements) ii. pay the fees determined by the Queensland Government: <ul style="list-style-type: none"> • in relation to such application and tuition fees in connection with enrolment in a school.
4.0 Changing Enrolments	
4.1	<p>If, in relation to a dependant child enrolled at a school under the Temporary Residents Admissions process:</p> <ul style="list-style-type: none"> (a) the temporary visa holder wishes to change the school of enrolment for the dependant child; or (b) there are changes to: <ul style="list-style-type: none"> i. the visa type, or class or subclass of the parent's student visa ii. the parent's student visa expiry date iii. the parent's education provider, course or COE iv. the enrolment dates for the parent and/or the dependant child or v. a change of primary visa holder from one parent to another <p>a new TRA Authority to enrol form is required and a further application fee will apply.</p>
4.2	<p>If you want to temporarily remove a child enrolled at a school for a period of time (e.g. holidays or return overseas during the school term), you must notify the school and DEi in writing. These terms and conditions explain:</p> <ul style="list-style-type: none"> (a) If the proposed absence is for less than one term and:



	<ul style="list-style-type: none"> i. if four weeks' notice is given, tuition fees paid for the period of absence will be transferred towards future tuition fees ii. if four weeks' notice is not given, tuition fees paid for the period of absence will only be transferred if there is a compassionate and compelling reason accepted by DEi. <p>(b) If the proposed absence is for more than one but less than two terms and:</p> <ul style="list-style-type: none"> i. if four weeks' notice is given, tuition fees paid for the period of the absence will be transferred towards future tuition fees ii. if four weeks' notice is not given, DEi will charge the administration fee (specified in the TRA application for a refund form) to transfer any unused tuition fees towards future tuition fees. <p>(c) If the proposed absence is for more than two terms, DEi considers this to be a withdrawal of the child's enrolment and if the child wishes to return they will be required to submit a new application form.</p>
5.0 Withdrawal	
5.1	<p>If the temporary visa holder wishes to withdraw a dependant child enrolled at a school under the Temporary Residents Admissions process, the temporary visa holder is required to notify DEi and the school in writing, giving at least four weeks' notice. If four weeks' notice is not given prior to the date of withdrawal:</p> <ul style="list-style-type: none"> (a) the temporary visa holder will be required to pay two weeks' tuition fees in lieu of notice, together with the administration fee (specified in the TRA application for a refund form) . (b) Any further pending application form (if applicable) will be cancelled.
5.2	In the event that the temporary visa holder wishes to withdraw a child attending a school on a tourist visa, tuition fees are not refundable.
6.0 Fees	
6.1	DEi determines the tuition fees payable in relation to a child enrolled at a school under the Temporary Residents Admissions process by referring to the current and/or previous substantive visa category of the child who is the student at the school and the tuition fees that are/were payable for that visa as determined by DEi.
6.2	When a parent's student visa, scholarship, or any fee exemption category has expired, Temporary Residents Admissions fees apply to any ongoing enrolment, e.g. bridging visa holders who were previously on a 500 visa subclass, a scholarship holder, an AusAID or any other fee exempt category. The general student tuition fees will apply as determined by DEi. Please refer to the following link https://eqi.com.au/study-options/temporary-residents for information regarding TRA fees.
6.3	If a child enrolled at a school under the Temporary Residents Admissions process has previously been granted a fee waiver under another visa type or class or sub-class, a new fee waiver application will need to be made by the temporary visa holder in relation to the child where a fee waiver may be applicable.
6.4	Tuition fees relate only to the cost of providing instruction, administration and facilities and do NOT include text books, subject levies, school uniforms, materials (e.g. pens, calculators and similar items), excursion costs and non-compulsory activities and temporary visa holders are responsible for providing such items at their own cost and expense.
6.5	A non-refundable application fee (inclusive of GST) applies to each and every application submitted to DEi including and without limitation to a request to change school.
6.6	Failure to pay the application fee or to fully complete the payment details on the application form may result in delays to issue the Authority to Enrol as per 7.0 Payment policy.
6.7	Tuition fees are:



	<p>(a) charged on a biannual basis for the duration of enrolment of the dependant child at a school during the relevant parent's course of study under a student visa at a Queensland provider of education and training.</p> <p>(b) charged on a term by term basis for the duration of each bridging visa, as a decision in relation to the grant of a new visa could be made at any time.</p> <p>(c) calculated at the weekly rate specified in the TRA fees (or as subsequently determined by DEi and notified to the temporary visa holder) for a maximum period of 3 months when a child holds a tourist visa.</p>
6.8	<p>If payment of tuition fees is required, an Authority to Enrol will not be issued until the payment of all relevant tuition fees is received and receipted by DEi. Such receipt will be issued in the name of the temporary visa holder whose personal details are provided in Part 2 of the application form. A who does not pay the tuition fees as required prior to the enrolment of a child will render that child unentitled to enrolment pursuant to ss.51(7) or (8) of the Education (General Provisions) Act 2006. Failure to pay, on the due date, any tuition fees that fall due after enrolment may result in the student's enrolment being cancelled in accordance with s.51 (7) or (8) of the Education (General Provisions) Act 2006.</p>
6.9	<p>Tuition fees for a school term must be paid prior to the commencement of the school term that the initial payment of tuition fees relate to.</p>
6.10	<p>When DEi receives evidence that DHA has issued a new visa, DEi will reassess whether or not tuition fees apply to the new visa. Any outstanding tuition fees and other fees incurred prior to the new visa grant will still be required to be paid.</p>
6.11	<p>The Guidelines for assessing parental linkage between a child and an Australian citizen or permanent resident, are applicable from the implementation date of these terms and conditions and are used as a guide by DEi to assess if a child on a temporary visa is the child of an Australian citizen or permanent resident.</p>
6.12	<p>Tuition fees are published in the Temporary Residents Admissions under TRA fees available at https://eqi.com.au/study-options/temporary-residents and apply for the relevant calendar year.</p>
6.13	<p>Tuition fees are subject to change, are reviewed on an annual basis and usually increase each year in line with the Government Indexation Rate. Applicants will be required to pay the adjusted fees from the date of implementation.</p>
6.14	<p>If the temporary visa holder does not pay the tuition fees or other fees by the due date, DEi will initiate the DoE Debt management procedure and may:</p> <ul style="list-style-type: none"> • forward the relevant child's student details and parent's or legal custodian's personal details to DoE's authorised debt collection agency for further action • initiate the cancellation of the relevant child's student enrolment at a State school or registration in a kindergarten learning program at a State school in accordance with section 51(7) (8) of the Education (General Provisions) Act 2006, if giving the temporary visa holder notice of intention to cancel the enrolment or the child's registration at least 14 days before the enrolment or registration is cancelled) and may initiate legal action • where cancellation has occurred, contact DHA to report the cancellation of enrolment and the circumstances of cancellation.
6.15	<p>Any legal or other costs (including legal costs on a party/party basis) incurred in securing payment are the responsibility of the temporary visa holder and are recoverable at law as a liquidated debt.</p>
7.0 Payment	
7.1	<p>All tuition fees payable to DEi must be paid in Australian dollars (AUD) by BPoint or bank transfer. DEi cannot accept cash or payments by American Express or Diners Club cards.</p>



7.2	DEi will not issue an Authority to Enrol until payment of the required tuition fees is received or at the discretion of DEi.
7.3	Cancellation of a dependant child's visa as a consequence imposed by DHA will not affect the liability under the Temporary Residents Admissions process to pay tuition fees in relation to the relevant student's period of enrolment at a school. The amount of the tuition fees charged will remain the rate of tuition fees charged for attendance at a school while on the visa that was cancelled.
8.0 Refund	
8.1	In this clause 8, a reference to a "new student" is a reference to dependant child who is commencing their first course of study at a school.
8.2	<p>In relation to a new student:</p> <p>(a) DEi will refund tuition fees in full that have been paid regarding the dependant child's enrolment and study at a school if DEi is notified in writing that the parent's visa application is rejected in accordance with the requirements of this clause. Such refund will be made to the temporary visa holder whose personal details are provided in Part 2 of the application form. A copy of the DHA visa refusal letter must be produced as evidence.</p> <p>(b) If an application form in relation to a new student is withdrawn by notice in writing to DEi by a temporary visa holder prior to commencement of the school term (but after an Authority to Enrol is issued), the temporary visa holder whose personal details are provided in Part 2 of the application will receive a refund of tuition fees less an administration fee.</p> <p>(c) If a temporary visa holder in relation to a new student wishes the new student to commence tuition at a school earlier than the original Authority to Enrol start date, the temporary visa holder will give reasonable notice in writing of the same to DEi prior to the earlier start date, and DEi will invoice the temporary visa holder whose personal details are provided in Part 2 of the application form for the additional weeks' tuition fees. Once payment is received and receipted, a new Authority to Enrol will be issued so the new student can commence as a student at the school at the earlier date.</p> <p>(d) If a temporary visa holder in relation to a new student wishes to delay the new student's start date to a date that is later than the Authority to Enrol start date, the temporary visa holder will give reasonable prior notice of the same to DEi and, if such notice is given, any unused tuition fees regarding the first term of tuition at the school will be transferred towards future tuition fees. (Please note this applies only to the first term of the new student's study program). In this clause 8.2, a reference to unused tuition fees is a reference to tuition fees that have been paid for a period of enrolment (as advised to DEi) when the dependant child does not attend at school for tuition.</p>
8.3	In this clause 8, a reference to a "continuing student" is a reference to a dependant child who is already enrolled at a school and is returning to the school the following school year or enrolling in another school in the following school year.
8.4	<p>In relation to a continuing student:</p> <p>(a) If the temporary visa holder in relation to a continuing student wishes to withdraw the continuing student from their enrolment under the Temporary Residents Admissions process and not have the continuing student return to a school, the temporary visa holder is required to provide four weeks' notice in writing to DEi prior to the start of the next school term and:</p> <ol style="list-style-type: none"> i. where four weeks' notice is provided as specified in this clause, DEi will refund to the temporary visa holder whose personal details are provided in Part 2 of the application form any prepaid tuition fees less the administration fee (specified in the TRA application for a refund form); and ii. where four weeks' notice is not provided as specified in this clause, DEi will retain an amount equal to two weeks' tuition fees (in lieu of notice) together with an administration fee (specified in the TRA application for a refund form) and will refund



	<p>to the temporary visa holder whose personal details are provided in Part 2 of the application form the balance of any prepaid tuition fees.</p> <p>(b) If the temporary visa holder in relation to a continuing student wishes to temporarily remove the continuing student's enrolment for periods of up to one school term with the intention that the continuing student will return to their enrolment at a Queensland state school (for example in the case of an extended holiday to return overseas or undertaking field study in another country), 4 week's prior notice to DEi is required in advance of such absence and there will be no refund of tuition fees except in relation to compassionate and/or compelling circumstances as determined by DEi.</p> <p>(c) If the temporary visa holder in relation to a continuing student wishes to defer the continuing student's enrolment for periods greater than one school term and no longer than 2 school terms, the temporary visa holder is required to provide four weeks' notice in writing to DEi in advance of such absence and:</p> <ol style="list-style-type: none"> i. where four weeks' notice is provided as specified in this clause, DEi will transfer any unused tuition fees towards future tuition fees; and ii. where four weeks' notice is not provided as specified in this clause, DEi will transfer any unused tuition fees towards future tuition fees less and administration fee as outline in TRA fees. <p>(d) In this clause 8.4, a reference to unused tuition fees is a reference to tuition fees that have been paid for a period of enrolment, as advised to DEi, when the dependant child does not attend at school for tuition.</p>
8.5	DEi will refund any paid and unused tuition fees when a non-fee paying or permanent resident visa is granted to the parent of a child, and/or child, enrolled as a student under the Temporary Residents Admissions process. The refund will apply from the week of the grant of the non-fee paying or permanent resident visa. A copy of the visa grant letter from DHA must be produced to DEi and the school as evidence. In this clause "unused tuition fees" refers to the tuition fees paid relating to the weeks of school tuition after the grant of the non-fee paying visa.
8.6	If a new student or continuing student is granted a non-fee paying visa or permanent residency status, any prepaid and unused tuition fees will, after request by the temporary visa holder, be refunded from the week the visa or the permanent residency status is granted. DHA visa or permanent residency status grant notification is required to be produced by the temporary visa holder to DEi and the school as evidence of the same before any payment will be made by DEi.
8.7	Tuition fees will not be transferred (in place of a refund) to another educational institution or schools in Queensland or elsewhere in Australia except at the discretion of DEi.
8.8	All requests for refunds must be completed using the refund request form (found https://eqi.com.au/study-options/temporary-residents), signed by a temporary visa holder and, if applicable, must set out any compassionate or compelling circumstances that the temporary visa holder wishes to draw the attention of DEi.
8.9	Where a dependant child has been excluded or a student disciplinary absence is in place no refund of tuition fees will be made as per the refund policy.
8.10	If a temporary visa holder submits an application for a refund for their dependant child's enrolment and DEi identifies that the same temporary visa holder has outstanding debt for another child dependant on their visa; DEi has the right to offset the outstanding debt owed for the other child by deducting the fees owed from the refund paid, if the refund is approved.
9.0 Complaints	
9.1	DEi manages customer complaints in accordance with the Department of Education's Customer Complaints Management Framework. For more details of the relevant process please refer to the department's website:



10.0 Privacy information

10.1	In this clause, “personal information” means 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 a person (including a child), or from which the person’s (or child’s) identity can reasonably be ascertained. Personal information includes (without limitation) personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the person of a visa condition.
10.2	<p>The temporary visa holder, in relation to the temporary visa holder and the dependant child who is or is proposed to be a student at a school, consents to DoE collecting, using and disclosing personal information for any of the following purposes:</p> <ul style="list-style-type: none">(a) Administering and managing the Temporary Residents Admissions process, including reporting and exchanging information generally within DoE (of which DEi and the school are part) and any other relevant Queensland state agency.(b) Administering and managing the dependant child’s enrolment as a temporary resident in a school and the provision of education and support services to the dependant child.(c) Opening a Learning Unique Identifier (‘LUI’) registration with the Queensland Curriculum and Assessment Authority in relation to the dependant child.(d) Referral to DoE’s external debt collection agency or lawyers for the recovery of outstanding fees payable to DEi.(e) Liaising with the dependant child’s parent or legal custodian or the student’s or parent’s authorised migration or education agent.(f) Liaising with, providing information to and receiving information from the Australian Government Department of Education, Skills and Employment in relation to the Temporary Residents Admissions process or any other Commonwealth government department or agency.(g) Managing, investigation of and responding to complaints and appeals.(h) Liaising with the parent’s scholarship provider/sponsor and/or administrator in relation to administering and managing the dependant child’s enrolment as a temporary resident.(i) Collection of outstanding tuition fees in consultation with the parent’s student visa scholarship/sponsorship provider and/or administrator.(j) Any other purpose reasonably incidental to any of these purposes.(k) Where authorised or required by law.
10.3	If DoE, DEi and/or the school of enrolment in connection with a dependant child discovers or becomes aware that a visa condition is breached or is unable to be complied with, it may notify DHA and provide information (including, without limitation, personal information) to DHA regarding that child and the parents or the legal custodian of the dependent child. In addition, DoE, DEi and/or the school of enrolment in connection with a dependant child may seek, obtain and utilise information, data and records from DHA regarding that child and the parents or the legal custodian of the dependant child.

