

QS Apply Terms

Description

Last updated: 20th May 2024

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QS Apply Terms

1. Interpretation

The definitions in this clause apply in these QS Apply Terms. Other defined terms shall have the meaning ascribed to them in the General Agreement between QS and the Customer and in the QS General Terms and Conditions.

Applicable Laws – in relation to a Party, all legislation, law, regulation, and legally binding codes of practice applicable to that Party from time to time;

Data Protection Legislation – means all Applicable Laws relating to any personal data processed under or in connection with this Agreement;

Postgraduate refers to study, or an application to study, any qualification for which a bachelor's degree is generally required in order to be considered for entry

QS Apply Services – the Services being provided by QS to the Customer as defined in the Order;

Student Data – means personal data about students or potential students to be collected, processed, stored and/or transferred by one Party to the other for the purposes of this Agreement

Transfer refers to any applicant who has earned credits for study at one institution and is applying to transfer these credits to continue to study at another institution.

Undergraduate refers to study, or an application to study, for a bachelor's degree.

2. Exclusivity

QS Apply Services shall be exclusive. The Customer shall not make similar arrangements with other education agent aggregators (that is organisations who operate by bringing together educational institutions with a number of different education agents with the aim of recruiting international or overseas students).

3. Customer Obligations

3.1 The Customer will provide information to QS about the applicable programs, scholarships, discounting, and its admission criteria, or will advise QS of where such information can be accessed on the Customer's website.

3.2 Customer shall waive any existing application fee applicable to any application submission by QS.

3.3 The Customer will provide a final admission and scholarship decision in respect of an Undergraduate or Transfer applicant within 15 Business Days from the receipt of a completed application .

3.4 The Customer will provide a final admission and scholarship decision in respect of a Postgraduate applicant within 20 Business Days from the receipt of a completed application

3.5 The Parties agree and acknowledge that QS has the right to inform applicants, prospective students or any other third parties, or to otherwise publish, the average time taken from receipt of a completed application until the final admission and scholarship decision is provided by the Customer.

3.6 The Customer will provide specific instructions to QS for submitting completed applications for Undergraduate, Transfer, and Postgraduate students. QS will have an application deadline of 6 weeks before the program start date, unless otherwise agreed to in writing for specific countries due to visa appointment delays or other factors.

3.7 The Customer will provide QS with a dedicated point of contact for Undergraduate, Transfer, and Post Graduate admissions. Any changes to the dedicated point of contact will be sent to QS in writing.

4. Financial arrangements

4.1 The Customer understands and agrees that the Fees for the QS Apply Services will be increased annually by 5% per annum. The first price increase takes effect from the 1st January immediately following the Commencement Date and then annually thereafter, with the increased price applicable to all intakes following the date of the increase. For the avoidance of doubt where the Fee is expressed as a commission based on a percentage of tuition fees this increase will not apply.

4.2 Any consideration of any student for merit, talent or need-based aid, scholarship or payment plan for tuition fees shall have no impact on the fees due by the Customer to QS in respect of that student.

4.3 Where the Customer is located in USA, no QS Apply Services fees shall be payable to QS with respect to students who are US citizens or permanent residents at the time of their application.

5. Invoices

An invoice will be issued by QS at the end of each semester in relation to all students for whom QS has introduced and who have enrolled at the Customer during that semester.

6. Term and Termination

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6.1 The agreement to provide QS Apply Services will commence on the Commencement Date and will

continue until terminated in accordance with this clause 6 or with the General QS Terms and Conditions.

6.2 Either Party may terminate this Agreement upon provision of 180 days' written notice to the other Party.

7. Consequences of Termination

7.1 All obligations in respect of students that have been recruited by QS on or prior to the date of termination will continue to apply until satisfied, even if such obligations must be fulfilled following termination of the QS Apply Services. This includes the obligation on the Customer to pay Fees in relation to such students.

7.2 All obligations in respect of any QS Apply Services that have been paid annually in advance by the Customer shall continue until the end of the period that has been pre-paid. For the avoidance of doubt QS shall not refund any fees where this Agreement has been terminated by the Customer part way through the period specified.

8. Personal Data

8.1 Each Party shall comply with (and provide reasonable assistance to the other to enable them to comply with) its obligations under Data Protection Legislation.

8.2 Where required by the Data Protection Legislation, each Party shall obtain and maintain all necessary notifications or registrations with the appropriate data protection authority.

8.3 Each Party shall take all reasonable steps to ensure that Student Data which is collected by it and/or provided to the any other Party is accurate.

8.4 Each Party shall respond appropriately and in accordance with Data Protection Legislation to any request or complaint which is received by it about the processing of Student Data, and shall promptly and at its own expense provide all reasonable assistance to the other Party in doing so. The Parties agree to cooperate with one another if necessary in respect of any request or complaint received.

8.5 On termination of the QS Apply Services, each Party shall have regard to its obligations under the Data Protection Legislation as to the retention of Student Data. The requirements of this clause shall continue to apply to any Student Data which continues to be processed by any Party following termination of the QS Apply Services.

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