

# QS Independent Enrolment Services Terms

## Description

Last updated: 20th May 2024

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## QS Independent Enrolment Services Terms

### 1. Interpretation

The definitions in this clause apply in these QS Independent Enrolment Services 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.

**Connection** means any interaction by a Registered Student with information regarding the Customer on the Platform, including signing up for, attending or viewing events involving the Customer, viewing or downloading on-demand videos, viewing or downloading brochures of other information, signing up for campus visits, short-listing, long-listing, or applying to the Customer.

**QS Placed Student** means a Registered Student accepted for and enrolled in any unit or course of study at Customer and who has had a Connection in the 48 months preceding acceptance and enrolment of the Registered Student.

**Platform** means the internet platforms and associated software services operated by QS and connecting prospective students to higher education programs around the world.

**QS Independent Enrolment Services** the services provided by QS to customer as detailed in clause 2 of these Terms.

**Registered Student** means a student with a registered account on the Platform.

**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

### 2. QS Independent Enrolment Services

QS will promote the courses of the Customer to prospective students and facilitate enrolment applications by students using the Platform.

### 3. Customer Obligations

3.1 Customer will provide sufficient marketing materials and information in relation to the Customer's programs and admissions criteria to enable QS to carry out the services set out at

clause 2 above.

3.2 The Customer shall notify QS of any offer to study or enrolment by a Registered Student to the Customer.

#### **4. Fees**

4.1 The Customer shall pay the fees in relation to the QS Independent Enrolment Services set out in the Order.

4.2 Any consideration of any QS Placed 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 The Platform is designed to provide lead generation and to facilitate the application by Registered Students to the Customer therefore where commission based fees form part of the Fees, these are payable even if the application of a Registered Student is completed outside of the Platform.

#### **5. Reconciliation Process for Commission Fee**

5.1 In order to reconcile all QS Independent Enrolment Services enrolments the Customer and QS agree to adhere to a reconciliation process as follows:

Within 8 weeks of the relevant intake the Customer will send a complete list ( a Customer Enrolment List ) of all enrolled students for the relevant intake to QS electronically via a secure method, with the following details:

- First Name
- Surname
- Nationality
- Date of birth
- Student ID Number
- E-mail Address (can include agent email)
- Telephone Number(s)
- Application Number (if applicable)
- Agent Name (if applicable)
- Student Contact Address
- Faculty
- Course
- Intake Period
- Country of Application/ Residence

(b) In order to determine the amount of students enrolled under the QS Independent Enrolment Services QS will match the Customer Enrolment List with Registered Students, using QS processes to determine those Registered Students that have enrolled in order to create a Reconciled Independent Enrolment Student List.

(c) QS will send the Customer the Reconciled Independent Enrolment Student List for review via a

secure method, for the purposes of confirmation

(d) The Customer will respond to QS confirming that the Customer agrees with the Reconciled Independent Enrolment Student List within 20 business days

(e) QS will prepare the invoice to the Customer for payment in line with fees for QS Independent Enrolment Services outlined in clause 4 of these Terms.

Where a complete Customer Enrolment List is not provided by the Customer within 8 weeks of the relevant intake QS can issue the Customer with an invoice for QS Independent Enrolment Services based on forecasted results. Upon receiving a complete Customer Enrolment List for the intake, the reconciliation process will be completed to get actual enrolment results and an adjusted invoice will then be provided.

Where the Customer does not respond to QS confirming agreement with the Reconciliation Student List within 20 business days QS reserve the right issue the Customer with an invoice for QS Independent Enrolment Services based on the results provided in the Reconciliation Student List.

## **6. Payment Terms and Invoices**

6.1 Set-up fee (where applicable) and first year subscription fee shall be payable on the start date specified in the Order.

6.2 subscription fees for subsequent years shall be payable on the anniversary of the start date of the Order.

6.3 In relation to commission fees an invoice will be issued by QS following the reconciliation process set out in clause 5 of these Terms.

6.4 all invoices are payable within 30 days of receipt of the invoice by the Customer.

6.5 If the Customer disputes any invoice, the Customer shall promptly notify QS in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. Where only part of an invoice is disputed, the undisputed amount shall be paid as set out in clause 6.4 above. For the avoidance of doubt any dispute relating to an invoice for QS Independent Enrolment Services fees shall not impact or delay payment for any other student recruitment services provided by QS.

## **7. Consequences of Termination**

7.1 Notwithstanding anything to the contrary, expiration or earlier termination of this Agreement shall not affect the ability of QS to collect commission fees from the Customer that:

(a) have accrued prior to such expiration or earlier termination; and

(b) would have accrued in respect of a QS Placed Student who applied to the Customer prior to such expiration or termination; and

(c) would have accrued in respect of a Registered Student who applied to the Customer in the six (6) months subsequent to such expiration or earlier termination.

7.2 QS shall not refund any subscription fees where this Agreement has been terminated by the Customer part way through the term.

## **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 Independent Enrolment 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 Independent Enrolment Services.

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