

# Student Contract - Terms and Conditions

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## Section A - General Terms

Section A forms part of this Contract if you are a Domestic Student (as defined in Section C) or an International Student (as defined in Section C).

### 1. Bound by Statutes, Course Requirements, Policies and Rules

- 1.1. You accept, will comply with and will be bound by the statutes, rules, relevant Course requirements, admission requirements, procedures and policies of the University as amended from time to time.
- 1.2. The University's current policies and procedures are available for viewing at [www.jcu.edu.au/policy](http://www.jcu.edu.au/policy)
- 1.3. You accept that you will be subject to the lawful instructions of officers of the University and accept the jurisdiction of the University in all matters connected with academic progression, discipline and safety.
- 1.4. This Contract, and the availability of complaints and appeals processes in University rules, policies and procedures, does not remove your right to take action under Australia's consumer protection laws.

### 2. Variation of Website Information

- 2.1. The information contained in the University's website and publications is subject to change. The University reserves the right to amend or modify without notice the content of the website and other publications. The University will attempt to inform students of changes which may affect their enrolment.

### 3. Provision and Disclosure of Personal Information

- 3.1. You acknowledge and agree that:
  - 3.1.1. personal information supplied by you directly to the University;
  - 3.1.2. personal information supplied by you to an authorised agent of the University; and
  - 3.1.3. personal information supplied by you to Queensland Tertiary Admissions Centre (QTAC) and which you have authorised QTAC to disclose to the University, will be used for the administrative and/or educational purposes of the University.
- 3.2. You authorise the University to disclose your personal information (including contact details and a photographic image of you, if applicable):
  - 3.2.1. to student accommodation providers for the purpose of verification of admission allowing accommodation offers to be made (if applicable);
  - 3.2.2. to placement organisations (including organisations related to placement organisations who are also involved in providing your placement) if you are studying a Course that includes a work, professional or clinical placement;
  - 3.2.3. to QTAC, the Australian Government and/or the Queensland Government to be used by those entities for the purpose of research studies, for example determining university ranking schedules (this will include any information about your academic performance, previous qualifications and current enrolment status);
  - 3.2.4. to the Queensland Government (acting through the Queensland Curriculum and Assessment Authority and the government department responsible for education) to be used for the purpose of administering your secondary education learning enrolments and results (if applicable);
  - 3.2.5. to other education providers to administer cross-institutional enrolments (if you are a cross-institutional student);
  - 3.2.6. to other education providers, QTAC (through QualSearch) and admission centres to verify academic information and transcripts;
  - 3.2.7. to other education providers contracted by the University to provide education and support services to students of the University;
  - 3.2.8. to other organisations contracted by the University to provide administrative/educational support services to the University;
  - 3.2.9. to scholarship providers and student sponsors where there is a written agreement between you and the provider or sponsor;
  - 3.2.10. to the State of Queensland acting through Queensland Health, at any time prior to your graduation if you are studying a Bachelor of Medicine/Bachelor of Surgery (MBBS) or a Bachelor of Medicine/Bachelor of Surgery Honours (MBBS Hons). The information disclosed will be about the status of your eligibility to graduate (including your name, proposed name of award and proposed conferral date). You acknowledge that the University may disclose this information to Queensland Health, so that Queensland Health can facilitate offers of employment to selected graduates



- 7.1.1. there may be inherent requirements for your Course which will need to be met in order for you to successfully complete your Course;
- 7.1.2. you have read and understood all of the current inherent requirements (if any) for your Course (any current inherent requirements will be noted in the Course and Subject located at [www.jcu.edu.au/course-and-subject-handbook](http://www.jcu.edu.au/course-and-subject-handbook);
- 7.1.3. the inherent requirements for your Course may change, and new inherent requirements may be added, from time to time; and
- 7.1.4. reasonable adjustments which do not fundamentally change the academic integrity of your Course or represent unjustifiable hardship for the University may be able to be implemented to assist you to meet any inherent requirements.

## 8. Cancellation of a Subject or Variation of Subject Requirements, Content and Structure

8.1. Subject to any legislative requirements, the University reserves the right to cancel a subject or vary the requirements, content or structure of a subject at any time as a result of:

- 8.1.1. low enrolment numbers for the subject; or
- 8.1.2. any other circumstance beyond the University's reasonable control.

8.2. The University reserves the right to cancel a subject or vary the requirements, content or structure of a subject at any time as a result of:

**12. Immunisation and Immunity to Diseases**

**12.1.** You acknowledge and agree that:

**12.1.1.** some Courses at James Cook University require you to be immunised or show immunity to, and/or have an infectious-free status for, certain diseases; and

**12.1.2.** it is your responsibility to check the Course and Subject Handbook at 88.5 (n)]TJ 0.5.05f;4r72.9TT1 171vy.1.89530

- 14.1.2.** you must satisfactorily complete all required milestones, including Confirmation of Candidature, Mid-Candidature Review and Pre-Completion Evaluation;
- 14.1.3.** you must report regularly on the progress of your research, through the completion of a Progress Report;
- 14.1.4.** you must complete a research skills program including any modules specified as required such as ethics, Skills for International Postgraduate Researchers (SKIP) and avoiding plagiarism;
- 14.1.5.** continuation of your candidature is dependent on your performance and compliance with the HDR Degree Requirements (as amended from time to time) [www.jcu.edu.au/policy/research-education/higher-degree-by-research](http://www.jcu.edu.au/policy/research-education/higher-degree-by-research)

**18. Confirmation of international status**

**18.1.** You declare and warrant that you are not an Australian or New Zealand citizen and are not a permanent resident of Australia or an Australian Humanitarian Visa Holder.

**19. Cancellation**

**19.1.** You understand that there are conditions for cancellation of your study at James Cook University and you confirm that you have read the Guidelines for Deferral, Suspension and Cancellation at [www.jcu.edu.au/international-students/guidelines,-policies-and-regulations](http://www.jcu.edu.au/international-students/guidelines,-policies-and-regulations).

**20. Cost of Studying in Australia**

**20.1.** You confirm that:

**20.1.1.** you are aware of the costs of studying in Australia including tuition fees, Student Services and Amenities Fees (SSA Fee), research costs, additional related costs and living expenses for the

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prescribed professional or clinical placements) or JCU Student Association Fee. A fortnightly contribution to living expenses is provided to meet some of these costs.

**21.5. If:**

- 21.5.1.** you are studying a Bachelor of Medicine/Bachelor of Surgery, Bachelor of Veterinary Science or Bachelor of Dental Surgery; and
  - 21.5.2.** your residency status changes so that you become a Domestic Student while studying the Course, you acknowledge and agree that you will:
  - 21.5.3.** provide the required supporting documentation and become admitted as a Domestic Student; and
  - 21.5.4.** for the next 48 credit point study load for which you become enrolled immediately after being admitted as a Domestic Student, be required to pay domestic tuition fees that are equal to the international tuition fees.
- 21.6.** After completion of the 48 credit point study load, you may apply for a Commonwealth supported place.
- 21.7.** You understand and agree that a debt collection fee may be charged in accordance with the Tuition Fee Policy for International Students if you fail to pay tuition fees by the Payment Due Date.
- 21.7.1.** If the University does not commence your Course on the Commencement Date and location set out in this Agreement or is unable to continue to deliver your Course once commenced, the University must within 14 days:
- 21.7.1.1. Refund to you the amount of any unspent pre-paid tuition fees, calculated in accordance with the formula set out in the ESOS Act; or
  - 21.7.1.2. Arrange for you to transfer to an alternative course which is acceptable to you.

**22. Student Visa Requirements**

**22.1.** If (o)TJ0C5 (--28.7 )-30 (o[22nn)Tj-0.03 Tc 0.03 Tw 0.289 0 Td[(o)Tj0.0 0 Td[co)3.4 (u)29.7 (r)-9.1 (se)0.0 0 Td[co.7 (e)-28Td]0 Tc

