

# Student Contract - Terms and Conditions

## 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/a-z](http://www.jcu.edu.au/policy/a-z).
- 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 and with discipline.
- 1.4 This Contract, and the availability of complaints and appeals processes in University rules, policies and procedures, does



6.3 Without limiting Section 6.2, if:

- (a) you are admitted to a Course (“the Second Course”) that requires you to first successfully complete another Course or qualifying program (“the First Course”); and
- (b) you do not complete the First Course before the first census date of the Second Course,

the University may, at its discretion, withdraw you from the Second Course.

## 7. Bachelor of Medicine – Bonded Medical Places

7.1 If:

- (a) you are offered and accept a Bonded Medical Place (BMP) in the Bachelor of Medicine/Bachelor of Surgery and enter into a formal agreement with the Commonwealth of Australia; and
- (b) you do not fulfill the requirements of your formal agreement with the Commonwealth of Australia,

the University may immediately:

- (c) withdraw you from the Bachelor of Medicine/Bachelor of Surgery; and
- (d) terminate this Contract by notice in writing to you.

## 8. Placements, Field Work and Research

8.1 You acknowledge and agree that some Courses at James Cook University have a placement, field work or research component and that it is your responsibility to check the Course and Subject Handbook at [www.jcu.edu.au/student/](http://www.jcu.edu.au/student/) to determine:

- (a) if your Course has placement, field work or research components;
- (b) whether you will be required to undertake any such placement, field work or research away from the campus at which you are enrolled and at your own expense; and
- (c) the conditions of any such placement, field work or research, including:
  - (i) obtaining a current Australian Federal Police check clearance;
  - (ii) obtaining a current First Aid and CPR certificate; and
  - (iii) obtaining a Suitability to Work with Children Card (Blue Card).

8.2 If you do not meet the conditions of any mandatory placement, field work or research component for a subject or your Course, the University may, at its sole discretion:

- (a) withdraw you from the subject and/or your Course; and/or
- (b) terminate this Contract by notice in writing to you.

## 9. Immunization and Immunity to Diseases

9.1 You acknowledge and agree that:

- (a) some Courses at James Cook University require you to be immunized or show immunity to certain diseases; and
- (b) it is your responsibility to check the Course and Subject Handbook at [www.jcu.edu.au/student/](http://www.jcu.edu.au/student/) and read the Infectious Diseases Policy and Immunisation Guidelines at [www.jcu.edu.au/policy/safety/JCUDEV\\_010031.html](http://www.jcu.edu.au/policy/safety/JCUDEV_010031.html) to determine any immunization or immunity requirements of your Course.

9.2 If:

- (a) your Course requires you to be immunized or show immunity to certain diseases and to provide evidence of that immunity; and
- (b) you do not comply with those requirements,

the University may, at its sole discretion:

- (c) withdraw you from the applicable subjects and/or your Course; and/or
- (d) terminate this Contract by notice in writing to you.

## 10. Fees and Refunds

10.1 You agree to:

- (a) pay to the University; or



13. Jurisdiction

13.1 You acknowledge and agree that this Contract is formed in the State of Queensland in Australia and that the courts of Queensland and Australia shall have jurisdiction to entertain any action in respect of or arising out of this Contract.

13.2 You:

- (a) submit to the jurisdiction of the courts of Queensland and Australia to the exclusion of any other courts or tribunals;
- (b) waive any right you may have to object to an action being brought in the courts of Queensland and Australia; and
- (c) shall not bring any action in respect of or arising out of this Contract in any court or tribunal other than the courts of Queensland and Australia.

14. James Cook University Obligations

14.1 The University will use its best endeavours to provide you with tuition and supervision to a professional standard in the Course(s) to which you are admitted.

14.2 The University will act reasonably and fairly in exercising its powers under the Statutes, rules, procedures and policies of the University and this Contract.

## Section B - Additional terms for International Students

If you are an International Student (as defined in Section C), Section B also forms part of this Contract.

15. Confirmation of international status

15.1 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.

16. Cancellation

16.1 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

- (a) does not cover the SSA Fee, Overseas Student Health Cover ("OSHC"), textbooks, accommodation, equipment or field trips, including prescribed professional or clinical placements, or any other expenses you incur during the course of your studies;
- (b) is the fee payable for the year specified in the Offer Schedule. The annual tuition fee for your Course is reviewed annually and is subject to change in accordance with the Tuition Fee Policy for International Students ([www.jcu.edu.au/international/fees/index.htm](http://www.jcu.edu.au/international/fees/index.htm)). The fee that you are required to pay may be higher than that stated on your Offer Schedule, depending on when your Course commences;
- (c) if you have been offered a coursework degree, entitles you to enroll in a maximum of 12 credit points per teaching period (24 credit points per annum). Additional enrolment will attract a pro-rata tuition fee which may not be covered by Australia Awards Scholarships

19.2 If you are studying an Award Course:

- (a) you must hold a student visa. It is your responsibility to obtain the appropriate student visa to permit you to study full-time in Australia for the duration of your Course;
- (b) you authorise the University to check your migration status (work and study entitlements) (which will include personal information) with the Australian Government Department that manages immigration for the purpose of confirming your enrolment conditions;
- (c) you understand that if you are under 18 years of age at the commencement of your Course, it is your responsibility to make the necessary guardianship arrangements with the Australia Government Department that manages immigration;
- (d) you must have OSHC for the duration of your student visa;
- (e) you understand that the cost of OSHC (overseas student health cover) is your responsibility.