

# 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, Polices and Rules

#### 1.1

3.3 You acknowledge that:

- (a) the University is required by law to provide personal information about students to the Department of Human Services (Centrelink), the Australian Government Department that is responsible for tertiary education, the Australian Government Department that manages immigration and the Australian Taxation Office and other bodies as required by law;
- (b) the University may disclose information about your academic performance to a third party to be used by the third party for accreditation purposes, however the information will be provided in such a way that your identity will not be apparent or reasonably ascertainable;
- (c) the University may disclose aggregated statistical information for statutory reporting or other administrative or educational purposes in a form that will not identify any person individually; and
- (d) an electronic photographic image of you will be collected and stored by the University for student identification purposes. This image may be accessed and used by University employees where photographic identification is reasonably required by the University.

3.4 See the Information Privacy Policy at [www.jcu.edu.au/policy/corporate-governance/information-privacy-policy](http://www.jcu.edu.au/policy/corporate-governance/information-privacy-policy) and the Right to Information and Privacy Notice at [www.jcu.edu.au/right-to-information-and-privacy](http://www.jcu.edu.au/right-to-information-and-privacy) for further information regarding the

#### 4. Information Provided and Supporting Documentation

4.1 You declare that, to the best of your knowledge, all information including supporting documentation that you have provided in respect to your application, admission and enrolment are true and correct.

6.2 If you fail to comply with any of the admission requirements for your Course



- 13.2 (a) You understand that the fees, levies and charges payable for your Course or subject/s may increase each year and you agree to pay the increased amounts in each subsequent year of your Course.
- 13.3 (a) You understand and agree that refunds or penalties may apply if you decide not to proceed or continue with your studies. Refunds and penalties are applied in accordance with the relevant policy/ies listed in clause 13.6.  
(b) In all cases, for the purposes of calculating what, if any, penalty applies if you decide not to proceed or continue with your studies, the date of withdrawal is the date you give the University notice in writing of your intention to withdraw.  
(c) For exceptions to the application of penalties in certain circumstances, refer to the relevant policy/ies listed in clause 13.6. In most cases, supporting documentation is required.
- 13.4 You understand that if you are receiving a government payment, scholarship, sponsorship or student loan to finance your studies at the University, it is your responsibility to check how your subject selections affect your eligibility for continued payments/funding.
- 13.5 You acknowledge that the University may monitor deposits, withdrawals and transfers financial transactions that are made by you or a third party on your behalf.



20. Cost of Studying in Australia

20.1 You confirm that:

- (a) you are aware of the costs of studying in Australia including tuition fees, Student Services and Amenities Fees (SSA





23. English for Academic Purposes

23.1 If you are studying the English for Academic Purposes course you must:

- (a) maintain full-time enrolment in your English for Academic Purposes course (25 hours per week face to face teaching if you are studying Level 3 or Level 3 Extended, 20 hours per week face to face teaching if you are studying Level 4 or Level 4 Extended);
- (b) achieve satisfactory progress throughout your English for Academic Purposes course; and
- (c) maintain satisfactory attendance of at least 80% of scheduled class contact hours for your English for Academic Purposes course.

23.2 You acknowledge that, subject to clause 23.3, in the event that your attendance falls below 80% of scheduled class contact hours the University is obliged to notify the Department of Immigration and Border Protection that you have not achieved satisfactory attendance in your English for Academic Purposes course.

23.3 The University may, in its absolute discretion, decide not to notify the Department that you have not achieved satisfactory attendance of at least 80% of scheduled class contact hours if:

- (a) your absence was due to compassionate and compelling circumstances (supported by appropriate documentary evidence, such as a medical certificate); and
- (b) you are making satisfactory progress in your course; and
- (c) you have attended at least 70% of your scheduled