CRICOS Provider Code: 00117J

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**

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 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;

3.2.2. 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);

3.2.3. 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);

3.2.4. to other education providers to administer cross-institutional enrolments (if you are a cross-institutional student);

3.2.5. to other education providers, QTAC (through QualSearch) and admission centres to verify academic information and transcripts;

3.2.6. to scholarship providers and student sponsors where there is a written agreement between you and the provider or sponsor;

3.2.7. 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 (if any) in a timely manner; and

3.2.8. to the Australian Government, if you are an International Student admitted to a postgraduate research course, for the purpose of determining whether your admission would constitute a sanctioned service under the United Nations sanctions and/or the Australian autonomous sanctions.

3.3. You acknowledge that:

3.3.1. 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;

3.3.2. 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;

3.3.3. 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

3.3.4. 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 approved University employees where photographic identification is reasonably required by the University.

3.4. See the Information Privacy Policy **https://www.jcu.edu.au/policy/corporate-governance/information-privacy-policy** and the Right to Information and Privacy Notice at **https://www.jcu.edu.au/right-to-information-and-privacy** for further information regarding the University's policies and procedures with respect to information privacy.

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.

4.2. You understand and agree that the University is not responsible or liable for any errors resulting from inaccurate information provided by you.

4.3. If you provide any false or misleading information to the University, you hereby agree that the University may, at its absolute discretion:

4.3.1. withdraw you from your Course; and/or

4.3.2. terminate this Contract by notice in writing to you.

4.4. Where requested by the University, you agree to provide proof of your residency or citizenship, or provide certified copies of supporting documentation so that your eligibility:

4.4.1. for an offer;

4.4.2. for a Commonwealth Supported place;

4.4.3. for a Research Training Scheme place; and/or

4.4.4. to access a Higher Education Loan Program (HELP) Loan, can be verified.

5. Receipt of Electronic Information

5.1. You understand that information will be sent by the University to you in electronic form unless approval for exemption is granted. You agree:

5.1.1. to access your University email at least twice a week (including during study breaks, holidays and leaves of absence) in order to ensure that you receive official communications from the University; and

5.1.2. to make regular use of eStudent to check and update personal and fee information, and, where applicable, self-manage your enrolment.

6. Admission Requirements

6.1. You confirm that you have read and understood the specific admission requirements of your Course as stated in the Course and Subject Handbook (**https://www.jcu.edu.au/course-and-subject-handbook**) and you agree to comply with those requirements as amended from time to time.

6.2. If you fail to comply with any of the admission requirements for your Course you hereby agree that the University may, at its absolute discretion:

6.2.1. withdraw you from the Course; and/or

6.2.2. terminate this Contract.

6.3. Without limiting clause 6.2, if:

6.3.1. 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

6.3.2. you do not complete the First Course before the first census date of the Second Course, you hereby agree that the University may, at its absolute discretion, withdraw you from the Second Course.

7. Inherent Requirements

7.1. You acknowledge that:

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 Handbook located at **https://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 will make every reasonable effort to ensure that cancellation or variation of the requirements, content or structure of any subject will not impede your progress towards the completion of your Course.

8.3. To the fullest extent permitted by law, you release the University from any and all actions, claims, proceedings or demands in respect of any loss or damage (whether special, direct, indirect or consequential, including consequential financial loss) arising out of or in connection with the cancellation or variation of a subject by the University in accordance with this clause 8.

9. Cancellation or Variation of Course

9.1. Subject to any legislative requirements, the University reserves the right to cancel or vary a Course at any time as a result of:

9.1.1. low admission numbers for the Course; or

9.1.2. any other circumstance beyond the University's reasonable control.

9.2. The University will give you reasonable notice of any cancellation or variation of a Course to which you are admitted.

9.3. To the fullest extent permitted by law, you release the University from any and all actions, claims, proceedings or demands in respect of any loss or damage (whether special, direct, indirect or consequential, including consequential financial loss) arising out of or in connection with the cancellation or variation of a Course by the University in accordance with this clause 9.

9.4. For the avoidance of doubt, the release in clause 9.3 does not limit or qualify your rights or the University's obligations under Part 5, Division 2 of the Education Services for Overseas Students Act 2000 (Cth).

10. Bachelor of Medicine/Bachelor of Surgery – Bonded Medical Places

10.1. If:

10.1.1. 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

10.1.2. you do not fulfil the requirements of your formal agreement with the Commonwealth of Australia,

10.1.2.1. you hereby agree that the University may immediately:

10.1.2.1.1. withdraw you from the Bachelor of Medicine/Bachelor of Surgery; and

10.1.2.1.2. terminate this Contract by notice in writing to you.

11. Work Based Training, Placements, Field Work and Research

11.1. 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 **https://www.jcu.edu.au/course-and-subject-handbook** to determine:

11.1.1. if your Course has either a WIL or work based training, placement, field work or research components;

11.1.2. whether you will be required to undertake any such WIL or Work based training, placement, field work or research away from the campus at which you are enrolled at your own expense; and

11.1.3. the conditions of any such WIL or work based training, placement, field work or research, including:

11.1.3.1. obtaining a current Australian Federal Police check clearance;

11.1.3.2. obtaining a current Australian First Aid and CPR certificate; and

11.1.3.3. obtaining a Suitability to Work with Children Card (Blue Card).

11.2. If you do not meet the conditions of any mandatory WIL or work based training, placement, field work or research component for a subject or your Course, you hereby agree that the University may, at its absolute discretion:

11.2.1. withdraw you from the subject and/or your Course; and/or

11.2.2. terminate this Contract by notice in writing to you.

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 **https://www.jcu.edu.au/course-and-subject-handbook** and read the Infectious Diseases Policy and Immunisation Guidelines at **https://www.jcu.edu.au/policy/hr-staff-development/infectious-diseases-policy-and-immunisation-guidelines** to determine any immunisation or immunity requirements of your Course.

12.2. If:

12.2.1. your Course requires you to be immunised or show immunity to, and/or have an infectious-free status for, certain diseases and to provide evidence of that immunity and/or infectious-free status; and

12.2.2. you do not comply with those requirements as and when required to do so during the course of your admission to your Course or enrolment in applicable subjects.

you hereby agree that the University may, at its absolute discretion:

12.2.2.1. withdraw you from the applicable subjects and/or your Course; and/or

12.2.2.2. terminate this Contract by notice in writing to you.

13. Fees and Refunds

13.1. You agree to:

13.1.1. pay to the University; or

13.1.2. if applicable, ensure that payment is made to the University on your behalf of, all fees and charges (including all student contribution amounts) directly arising from your enrolment by the Payment Due Date. See webpage **https://www.jcu.edu.au/students/fees-and-financial-support** for relevant fees and charges as at the date of this Contract.

13.2. 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.

13.3.1. 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.

13.3.2. 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.

13.3.3. 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, to your University account, in order to identify whether a suspicious financial transaction has occurred. You agree that if the University deems that a suspicious financial transaction has occurred or may have occurred, the University may pass on information about the suspicious financial transaction (including your name and financial institution details) to the Australian Transaction Reports & Analysis Centre (AUSTRAC). You acknowledge that this information is provided to AUSTRAC for the purpose of the regulation of anti-money laundering and counter-terrorism financing in Australia and for the protection of the integrity of Australia's financial system generally. You acknowledge that AUSTRAC may provide information about the suspicious financial transaction (including your name and financial institution details) to its partner agencies, which include law enforcement and national security agencies.

13.6. You confirm that you have read and understood the relevant policy/ies below, which form part of this Contract, and acknowledge that you are bound by the terms and conditions of the policy/ies as stated:

13.6.1. International Students – Tuition Fee Policy for International Students (as amended from time to time) **https://www.jcu.edu.au/policy/procedures/student-services-procedures/international-tuition-fee-payment-and-refund-procedure2**;

13.6.2. Domestic Students offered a Commonwealth Supported Place – Commonwealth Assisted Students Policy (as amended from time to time) **https://www.jcu.edu.au/policy/student-services/student-fee-payments-and-refunds-policy**;

13.6.3. Domestic Students offered a Domestic Tuition Fee Place – Domestic Tuition Fee Policy (as amended from time to time) **https://www.jcu.edu.au/policy/student-services/student-fee-payments-and-refunds-policy**;

13.6.4. All students – Student Services and Amenities Fee (SSA Fee) Policy (as amended from time to time) **https://www.jcu.edu.au/policy/procedures/student-services-procedures/student-services-and-amenities-fee-payments-and-refunds-procedure**.

14. Higher Degree by Research Students (Candidates)

14.1. If undertaking a research Course, in addition to compliance with all other applicable terms of this Contract:

14.1.1. you must satisfactorily complete the subjects RD/RM 7001 and 7002 (all candidates) and RD7003 (PhD candidates only);

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) **https://www.jcu.edu.au/policy/research-education/higher-degree-by-research-requirements**;

14.1.6. you must comply with the Australian Code for the Responsible Conduct of Research and the University Code for the Responsible Conduct of Research (as amended from time to time) **https://www.jcu.edu.au/policy/research-management/code-for-the-responsible-conduct-of-research**;

14.1.7. subject to satisfactory progress, your enrolment will automatically roll over from year to year and if you are unable to continue the Course, or are unable to continue at your current study rate, you must notify the Graduate Research School immediately in writing. If you fail to provide the necessary notification to the Graduate Research School you acknowledge and agree that you will continue to be liable for tuition and other fees which accrue in each subsequent study period;

14.1.8. you must work consistently and diligently in conjunction with your Advisory Panel and be proactive in managing your progress and candidature;

14.1.9. you must:

14.1.9.1. be in regular communication with your Advisory Panel;

14.1.9.2. respond to all communication from any University staff member in a timely fashion and;

14.1.9.3. be based on campus unless undertaking approved fieldwork, on an approved period of leave of absence, or where approved for external candidature;

14.1.10. if you are receiving a JCU funded scholarship then you are responsible for ensuring that you remain compliant with the conditions of that scholarship throughout the entirety of your enrolment; and

14.1.11. if:

14.1.11.1. either or both of the proposed advisors named in the offer letter you have received from the University are not available, as at the commencement date for your course, to supervise you in undertaking your intended research project; and/or

14.1.11.2. JCU has a reasonable expectation that either or both of the proposed advisors named in the offer letter you have received from the University will not be available to supervise you in undertaking your intended research project for the entire duration of your course,

14.1.11.3. then, if JCU is unable, through reasonable efforts, to identify suitable alternate JCU advisor(s), you hereby agree that JCU may, in its absolute discretion:

14.1.11.3.1. withdraw you from your course; and/or

14.1.11.3.2. terminate this Contract by notice in writing to you.

14.1.12. you must pay an Overtime Charge if your enrolment exceeds 4 EFTSL (Doctorates) or 2 EFTSL (Research Masters) as outlined in the HDR Overtime Charge Procedure.

15. Term

15.1. This Contract will continue for the period during which you are admitted to the University.

16. Jurisdiction

16.1. 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.

16.2. You:

16.2.1. submit to the jurisdiction of the courts of Queensland and Australia to the exclusion of any other courts or tribunals;

16.2.2. waive any right you may have to object to an action being brought in the courts of Queensland and Australia; and

16.2.3. 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.

17. James Cook University Obligations

17.1. 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.

17.2. 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.

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**.

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 duration of your Course and have the financial capacity to meet them;

20.1.2. you have calculated the estimated cost of your Course, including living expenses and other expenses, including costs of travel to and from your home country;

20.1.3. you are aware of the current exchange rate between the currency of your home country and the Australian dollar, and that this exchange rate may change throughout the duration of your Course;

20.1.4. you understand that the actual costs you may incur in undertaking the Course may be greater or lesser than the amount you have calculated, and that the amount is an estimate only; and

20.1.5. you have the financial capacity, through your own savings/sponsorship/loan/other means, to pay for your tuition fees and all other costs and expenses (including all travel, tuition and living costs) that you will incur for the duration of your Course.

21. Fees and Refunds

21.1. You understand that the Student Services and Amenities Fee (SSA Fee) quoted in your Offer Schedule (or, for Study Abroad students, included as part of your study abroad fee) is the fee payable by students as at the time the Offer is made to you. This fee is charged in accordance with the Student Services and Amenities Fee Policy **https://www.jcu.edu.au/policy/procedures/student-services-procedures/student-services-and-amenities-fee-payments-and-refunds-procedure**. You acknowledge that the SSA Fee payable by you is subject to change as it is indexed each year in accordance with the Student Services and Amenities Fee Policy.

21.2. You understand and agree that the annual tuition fee (which, for Study Abroad students, is included as part of your study abroad fee) recorded on your Offer Schedule:

21.2.1. 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;

21.2.2. 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 (**https://www.jcu.edu.au/policy/procedures/student-services-procedures/international-tuition-fee-payment-and-refund-procedure2**). The fee that you are required to pay may be higher than that stated on your Offer Schedule, depending on when your Course commences;

21.2.3. if you have been offered a coursework degree, entitles you to enrol in a maximum of 12 credit points per study period (24 credit points per annum) or (if applicable) 9 credit points per trimester (27 credit points per annum). Additional enrolment will attract a pro-rata tuition fee which may not be covered by Australia Awards Scholarships administered by the Department of Foreign Affairs and Trade / Australian Centre for International Agricultural Research scholarship (ACIAR); and

21.2.4. if you have been offered a research degree, entitles you to enrol in one year of a specified research Course.

21.3. If you are an Australia Awards Scholarship awardee, you understand and agree that:

21.3.1. your scholarship covers the following expenses - your tuition fees, OSHC and SSA Fee;

21.3.2. your scholarship does not cover the following expenses - textbooks, permanent accommodation, equipment, field trips (including prescribed professional or clinical placements) or JCU Student Association Fee. A fortnightly contribution to living expenses is provided to meet some of these costs;

21.3.3. your participation in the Introductory Academic Program prior to the commencement of your studies is compulsory; and

21.3.4. you must immediately notify Australia Awards Scholarships staff when you plan to bring family members to Australia, and you will follow all Australia Awards Scholarships procedures set out regarding Family Entry.

21.4. If you will be studying under an ACIAR scholarship, you understand and agree that your scholarship does not cover the following expenses - textbooks, permanent accommodation, equipment, field trips (including 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 you are studying a Non-Award Course or miscellaneous subjects:

22.1.1. you understand that (unless you are a Study Abroad student or an Exchange inbound student) it is your responsibility to ensure that you obtain appropriate medical insurance. You acknowledge that you will not be covered by Overseas Student Health Cover (OSHC);

22.1.2. 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;

22.1.3. you understand that if you are not intending to study on a student visa it is your responsibility to obtain the appropriate visa that allows you to reside in Australia for the duration of your Non-Award Course or miscellaneous subjects.

22.2. If you are studying an Award Course:

22.2.1. 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;

22.2.2. 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;

22.2.3. 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;

22.2.4. you must have OSHC for the duration of your student visa;

22.2.5. you understand that the cost of OSHC (including Goods and Services Tax) is set by the service provider and that it is subject to change. Please note that the University receives a commission from the service provider, however, this does not alter the cost of the premium;

22.2.6. you must notify the University of the expiry date of your OSHC at least 30 (thirty) days prior to the expiry date if an extension is required. For further information on OSHC, see **www.oshcallianzassistance.com.au**;

22.2.7. you understand that you are responsible for meeting the cost of OSHC for any family members joining you in Australia;

22.2.8. and you are unable to continue your Course, or are unable to continue as a full-time student, you must immediately notify in writing the JCU International Student Support, and the Graduate Research School if studying a research degree;

22.2.9. you must arrive at the University in sufficient time to enrol and make all the necessary academic preparation prior to the commencement of your Course, including attending a compulsory orientation session;

22.2.10. and you have any school-aged dependents accompanying you to Australia, they must attend school, and you may be required to pay full fees if they are enrolled either in a government or non-government school;

22.2.11. you must, during the time you are admitted to study at the University, advise the University within seven (7) days of any change to your Australian address and/or telephone number; and

22.2.12. you consent to your personal information and contact details, Course enrolment details and circumstances of any suspected breach of student visa conditions, being disclosed by the University to Commonwealth and State agencies of Australia, and to other organisations and persons where required to do so by law.

23. Pathway Courses

23.1. If you are studying the English for Academic Purpose or Foundation Program course on a student visa you must maintain:

23.1.1. satisfactory course progress to complete your Course within the expected course duration on your Confirmation of Enrolment; and

23.1.2. satisfactory attendance of at least 80% of scheduled class contact hours for your 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 Home Affairs that you have not achieved satisfactory attendance in your Course.

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

23.3.1. your absence was due to compassionate and compelling circumstances (supported by appropriate documentary evidence, such as a medical certificate); and

23.3.2. you are making satisfactory progress in your course; and

23.3.3. you have attended at least 70% of your scheduled class contact hours.

Section C – Definitions

Award - a degree, diploma or certificate contained in the list of approved awards of James Cook University.
Award Course – a Course, the successful completion of which, together with any credit transfers in accordance with the relevant requirements, will fulfil the prescribed requirements for the named Award.
Contract – this Student Contract between you and James Cook University.
Course – an approved course of study offered by James Cook University, consisting of a combination of subjects.
Domestic Student – any student who is an Australian or New Zealand citizen, a permanent resident of Australia or a permanent Humanitarian Visa Holder.
International Student – any student **who is not** an Australian or New Zealand citizen, permanent resident of Australia, or permanent Humanitarian Visa Holder.
Non-Award Course – a Course offered by James Cook University for which no Award is conferred upon successful completion.
Payment Due Date - the date a student's fees must be paid by to avoid enrolment restrictions. The Payment Due Date is 10 calendar days prior to the census date for each study period or trimester (as applicable).
University – James Cook University.