

1.2. Current policies and procedures are available on the University's website.

1.3. You accept that you will be subject to the lawful instructions and procedures of the University in all matters connected with a placement.

1.4. This Contract, and the availability of complaints and appeal procedures, does not remove your right to take action under the law.

2. Variation of Website Information

2.1. The information contained in the University's website and portal reserves the right to amend or modify without notice the content. The University will attempt to inform students of changes which 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 placement provider;

3.1.3. personal information supplied by you to Queensland TAFE Queensland, which has authorised QTAC to disclose to the University, for the purposes of the University.

3.2. You authorise the University to disclose your personal information (including your image of you, if applicable):

3.2.1. to placement organisations (including organisations responsible for your placement) involved in providing your placement) if you are studying for a placement or clinical placement;

3.2.2. to QTAC, the Australian Government and/or the Queensland Government for the purpose of research studies, for example determining the impact of any information about your academic performance, placement or clinical placement;

3.2.3. to the Queensland Government (acting through the Queensland Government Department of Education and the government department responsible for education) for the purpose of your secondary education learning enrolments and re-enrolments;

3.2.4. to other education providers to administer cross-institutional programs (including student);

3.2.5. to other education providers, QTAC (through QualSearch) and the Australian Government Department of Education and Training for the purpose of research studies, for example determining the impact of any information about your academic performance, placement or clinical placement;

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 of Education and Training, 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, provided 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 administrative or educational purposes in a form that will not identify any person individually; and

3.2.6. to scholarship providers and student sponsors where applicable;

3.2.7. to the State of Queensland acting through Queensland Health for the purpose of your placement or clinical placement;

are studying a Bachelor of Medicine/Bachelor of Surgery (MBBS) or Bachelor of Medicine/Bachelor of Surgery Honours (MBBS Hons). The information disclosed will include your name, proposed name of any placement or clinical placement, and your enrolment details.

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 at 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 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/student-services-directorate/course-and-subject-handbooks>) 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/student-services-directorate/course-and-subject-handbooks>);

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

- 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:

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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 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

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:

21.7. 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.

