



STUDENT CONTRACT 2022

PART 1 – YOUR CONTRACT WITH THE COLLEGE

1. Parties to and terms of your Contract

- 1.1 Your Contract is made with the Rector and Fellows of Saint John's College, which is the legal name of the corporation known as St John's College (**College**).
- 1.2 Your Contract with the College is made up of:
- (a) the terms and conditions in this document;
 - (b) the *General Regulation* and the *SJC Student Code of Conduct*; and
 - (c) College rules and policies which apply to you.

2. Definitions

College Fees means:

- (a) the fees and other compulsory charges stated in the Student Fees Schedule for the Contract Period, and
- (b) any fees, charges or fines applied or incurred in accordance with the College's published policies.

Contract Period means the semester period or other period stipulated in your offer email or re-admission email.

Due Date means:

- (a) in the case of a student applying for re-admission in semester 1 of a subsequent year, 31 October in the preceding year; or
- (b) in the case of a student applying for re-admission in semester 2 of a year, 30 April in that year.

Due Notice of Departure means:

- (a) in the case of a student departing at the end of semester 1, notice given on or before 30 April in the Contract Period; or
- (b) in the case of a student departing at the end of semester 2, notice given on or before 31 October in the Contract Period.

Public Health Emergency means conditions caused by, arising from or relating to any pandemic, epidemic or outbreak of disease including (but not limited to) COVID-19, such conditions including (but not being limited to) public health regulations or restrictions, stay-at-home orders or lockdowns, and disruptions to travel whether international, interstate or local.

semester means the College's Autumn Residency Period (covering the University of Sydney semester 1) or the College's Spring Residency Period (covering the University of Sydney semester 2).

3. Re-admission

- 3.1 The offer of a place at the College is for the Contract Period only. To be re-admitted for a subsequent period you must make an application for re-admission by the Due Date. Re-admission is at the discretion of the Rector.

4. Release after one semester

- 4.1 If your Contract Period extends over two semesters, you may be eligible for early release from this Contract only at the end of the first of those semesters, and only if:
- (a) you have requested early release by 30 April or 31 October (as the case may be) in the Contract Period; and
 - (b) the College has an active waiting list and is able to replace you with another student acceptable to the Rector.
- 4.2 If the College releases you from this agreement prior to the expiry of the Contract Period, you will remain liable for College Fees until the College replaces you with another student acceptable to the Rector.

PART 2 - FEES

5. Entire fee

- 5.1 You agree to pay the College Fees for the Contract Period. No refund, credit or rebate will be allowed for absences from the College during the Contract Period.

6. Public Health Emergency

- 6.1 No refund, credit or rebate of College Fees will be allowed in respect of circumstances relating to a Public Health Emergency.
- 6.2 The College will not be liable for any loss or expense you may incur in relation to a Public Health Emergency.

7. Unpaid fees

- 7.1 If your Contract Period extends over two semesters, the College may refuse permission for you to continue as a student for the second of those semesters if College Fees are unpaid on the day six weeks prior to the commencement of lectures in that semester.
- 7.2 You agree to pay any costs incurred in recovering money which you owe to the College, including expenses of debt collection and legal costs on an indemnity basis.

8. Refund of Commitment Bond and Caution Money

- 8.1 The College will refund amounts standing to the credit of the Commitment Bond and Caution Money in your account upon your final departure from College, subject to:
- (a) your having given Due Notice of Departure, and
 - (b) deduction for any amount owing for fees, charges or damages.
- 8.2 The College is not liable to refund such amounts if Due Notice of Departure has not been given.
- 8.3 If you apply for re-admission in a semester by the applicable Due Date and you do not return to College in that semester, you will not have given Due Notice of Departure.

PART 3 – RULES AND POLICIES

9. Rules, regulations and policies

- 9.1 You must observe the College's *General Regulation, SJC Student Code of Conduct*, and other rules, regulations and policies in force from time to time, as set out in the Student Handbook or as otherwise notified.
- 9.2 You agree to comply with the procedures for managing breaches of such rules, regulations and policies, including any disciplinary sanction that may be applied.

10. Authority of Rector and staff

- 10.1 You acknowledge that the Rector has the general superintendence and control of students within the College, has power to give directions to students, may enforce compliance with such directions, and may delegate the power to give and enforce directions.
- 10.2 You must observe all lawful directions of the Rector, staff and other persons exercising delegated authority.

PART 4 - CONSENTS

11. Access to enrolment information and results

- 11.1 You consent to the College obtaining information about your course enrolment and academic results.
- 11.2 You consent to the University of Sydney and/or any other institution at which you are enrolled making information about your course enrolment and results available to the College upon request.

12. Disclosure of health information

- 12.1 The College's policy is to protect a student's privacy in relation to information about their health. Nevertheless, circumstances may arise where, in the College's judgment, the best interests of the student require disclosure of information about their health to a parent or guardian.
- 12.2 You consent to the College contacting your parent(s) or guardian(s) if:
- (a) you are involved in a medical emergency;
 - (b) you are admitted to hospital; or
 - (c) you display symptoms of a serious medical condition including a mental health condition.

13. Information for student leadership team

- 13.1 You consent to the College providing the following information to the College's student leadership team: your name, age, mobile phone number, email address, mailing address, course enrolment, and sporting and cultural interests and experience.

14. Notification of misconduct to University

- 14.1 In some circumstances the College may notify a student's misconduct to the University. The College may do so if the conduct is such that a fair-minded person would regard the misconduct as sufficiently serious to warrant expulsion or other serious disciplinary action. The College may

notify the University after a person ceases to be a student of the College of the person's conduct while they were a student of the College.

- 14.2 You consent to the College notifying the University of any incident involving your conduct which a fair-minded person would regard, if proved, as sufficiently serious to warrant exclusion from the College or other serious disciplinary action.

15. Use of images

- 15.1 You consent to the College reproducing or publishing images of you (whether by electronic, printed or other media) without any entitlement to remuneration or compensation.

PART 5 - HEALTH MEASURES

16. COVID-19 precautions

- 16.1 You must take reasonable measures to safeguard your own health in accordance with public health advice and guidelines.
- 16.2 If you experience any symptoms associated with COVID-19 including any flu-like symptoms you must immediately notify a member of the College's Pastoral Team and comply with any directions by College authorities.
- 16.3 If you are an affiliate student you must not enter the College's buildings or grounds if you experience any symptoms associated with COVID-19 including any flu-like symptoms, and you must immediately notify a members of the College's Pastoral Team and comply with any directions by College authorities.
- 16.4 You must observe all measures put in place by the College to safeguard the health of members of the College community. These measures may include: restrictions on the use of areas of the College (for example, limiting the number of people permitted in nominated spaces including student bedrooms); restrictions on permitted visitors to the College; and changes in arrangements for the provision of meals.

17. Self-isolation

- 17.1 If you are required to self-isolate for a specified period in accordance with public health rules and guidelines you must comply with all applicable requirements at such location within the College or elsewhere as the College may determine.
- 17.2 You must not facilitate the breach of self-isolation requirements by any other person who is self-isolating at the College or as arranged by the College.

18. Move-in procedures

- 18.1 You must comply with all move-in procedures which the College has in place, which may include completing a health declaration and having your temperature tested upon arrival at the College.
- 18.2 If you required to complete a health declaration you must answer truthfully all questions on that declaration.

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