

Terms and Conditions

This website <https://unimelb-new.studystays.com.au/> (Website), is owned, operated and maintained by The University of Melbourne (UoM). Through the Website, UoM provides an online information exchange platform that enables:

1. UoM students with accommodation looking for a renter or co-renter to create a Listing for their rental properties by uploading Content; and
2. UoM students seeking to rent accommodation to search for rental properties and to get in contact with other UoM students who have accommodation to rent;
3. UoM students seeking to find co-renters to search for and get in contact with other UoM students who are also looking for co-renters.

By accessing, registering on and/or using the Website, you confirm that you are a student of UoM and agree to be bound by these Terms and Conditions.

UoM may, in its sole discretion, modify, vary, amend or revise these Terms and Conditions at any time, and you agree to be bound by those varied Terms and Conditions. While UoM will endeavour to notify you of any major changes to these Terms and Conditions from time to time, you agree that you will periodically review the most up-to-date version of these Terms and Conditions.

If you use the Website in a way that breaches these Terms and Conditions or UoM deems any Content or Listing on the Website to be unacceptable, UoM may take action to remedy this, including but not limited to, amending or deleting the Content or Listing, adjusting access to your Account, terminating your Account or any other action that UoM deems appropriate in its sole and absolute discretion.

In these Terms and Conditions:

- **Listing** means an online advertisement or promotion either promoting or offering rental properties or other accommodation for rent;
- **Content** means graphics, photos, text, videos and location data;
- **Flatmates Profile** means an online profile containing information of a registered user relating to their accommodation and lifestyle preferences that is visible to other registered users,
- **Intellectual Property Rights** means copyright, patents, trademarks, designs and other statutory rights and all common law or equitable rights protecting business or personal reputation;
- **Personal Information** has the meaning given to that term in the *[Privacy and Data Protection Act 2014 \(Vic\)](#)*
- **Law** means any act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth, Victorian or local Governments.

1. ACCOUNTS

1.1 Website Registration

- a) You must register an Account on the Website in order to upload Content, create a Listing and/or have visibility of the contact details of the user who has uploaded Content and/or created a Listing.
- b) To register an Account on the Website, you must be:
 1. a current student of UoM with a valid UoM student ID and student email address; or
 2. a future student of UoM with a UoM Letter of Offer. You must provide your Letter of Offer at registration.
- c) You represent and warrant that the information you provide to UoM to register an Account is true and correct. If, at any time during the term of your Account, any of that information ceases to be true and correct, you undertake to notify UoM of the change to that information as soon as is reasonably practicable.
- d) Any personal information you provide to UoM will be treated in accordance UoM 's Privacy Policy available [here](#)
- e) You may not use another user's Account, or allow anyone else to use your Account, without UoM 's express prior written permission.
- f) You are solely responsible for any activity which occurs on your Account.
- g) You must keep your Account details, including your password and other verification details, secure at all time and must immediately notify UoM of any breach, or any suspected breach, of the security of or unauthorised access to your Account.

1.2 Flatmates Profile Registration

- a) You must register a Flatmates profile in the Flatmates module on the Website in order to contact other Flatmate profiles.
- b) To register a Flatmates profile, you must have an existing Account on the Website.
- c) You represent and warrant that the information you provide to UoM to register a Flatmates profile is true and correct. If any of that information ceases to be true and correct, you undertake to notify UoM of the change to that information as soon as is reasonably practicable.
- d) Any information you provide to UoM at registration will be visible to all registered users of the Website.

1.3 Termination

UoM may, in its absolute discretion, suspend or terminate your Account if:

- a) you breach or violate any term or condition of these Terms and Conditions; or
- b) in UoM 's sole opinion, your ongoing use of the Website will bring, or may bring, the reputation of UoM into disrepute or cause UoM to be in breach of an applicable law.

2. CONTENT AND LISTINGS

2.1 Listing Rules

- a) If you upload Content and/or create a Listing:
 1. you must ensure that such Content and Listings are true, correct and not duplicated;
 2. you must ensure that such Content and Listings are up to date at the time they are uploaded and are kept up to date for the duration of the time they are available on the Website;

3. you must remove any Content and Listings as soon as reasonably practicable after the accommodation has been withdrawn from rent or after you have filled the vacancy for that accommodation, whichever is earlier;
 4. you must not charge more than four weeks rent for bond and at no time should there be a bond charged for utilities; and
 5. you must provide a bond receipt from the Residential Tenancies Bond Authority (RTBA) to the person/s paying it.
 6. A property that is to be occupied by four or more residents, either in separate or shared rooms, where the residents have individual rental agreements will be considered a rooming house under the Residential Tenancies Act 1997 and must operate as such. The property must be registered with the local council, and proof of this registration must be provided to UoM before the Listing can be approved.
- b) you are solely responsible for making your own assessment of any user who contacts you in relation to any Listing and their suitability for the vacancy or the accommodation (as applicable). UoM will not provide any information about any such users or assist you in any way in making your assessment by, for example, conducting any background checks that may be appropriate in respect of such users;
 - c) you must ensure that any proposed rental agreement between you and another person for accommodation abides by any Local, State, or Commonwealth laws relating to the provision or use of rental accommodation, including residential tenancy law, strata by-laws, and local government planning laws;
 - d) UoM does not make any representation or provide any warranty in respect of any user of the Website including, without limitation, any representation or warranty in respect of:
 - a. the suitability, behavioural characteristics of or creditworthiness of a user as a renter or prospective renter or;
 - b. the suitability of any third-party accommodation offerings as being appropriate or suitable forms of student accommodation.
 - e) UoM does not make any guarantee that renters or prospective renters will be found as a result of using the Website.
 - f) UoM, in its sole and absolute discretion, may reject, edit, block, delete or deactivate any Content or Listings that:
 - a. breach these Terms and Conditions;
 - b. are duplicated;
 - c. are deemed to be harmful, offensive, inappropriate or discriminatory by UoM;
 - d. are the subject of a complaint;
 - e. contain a language other than English;
 - f. promote services other than accommodation; and/or
 - g. offer work, or any other form of duty or inducement in lieu of rent.
 - g) If UoM determines that any Content or Listing has been inactive for 21 days or longer, it may remove that Content or Listing in its sole and absolute discretion.
 - h) UoM may provide a copy of the Listing to a user for the purposes of assisting the user to take any action against the user that has uploaded the Listing in the event that a dispute arises between the two parties.

2.2 Rights to the Content

At the time you upload Content, you represent and warrant that:

- a) you are the owner of all Content and all Intellectual Property Rights in and to the Content and all material appearing in the Content, or you otherwise have the authorisation, permission or consent of the owner of, or any other relevant person to, the Content or any part of it or any material appearing in the Content;
- b) you have the authorisation, permission or consent of each person appearing in the Content for them to appear in the Content and for you to submit that Content, make the Content available on the Website and otherwise grant the rights to UoM you grant under these Terms and Conditions;
- c) the Content or any part of it, or any material appearing in the Content, does not infringe the rights, including any Intellectual Property Rights, of any third party; and
- d) the Content does not contain any material which is offensive, defamatory, discriminatory, pornographic, abusive, obscene, or otherwise illegal in any jurisdiction anywhere in the world.

2.3 No endorsement

UoM does not endorse any Content or Listing uploaded to the Website by you or any user, or any opinion, recommendation or advice expressed in the Content or Listing.

2.4 Ownership

UoM acknowledges and agrees that no right, title and interest in and to the Content you submit to the Website is transferred to UoM and that it has no rights in respect of that Content except those rights granted to it under these Terms and Conditions or otherwise in writing by you.

2.5 Licence

At the time you upload Content, you grant to UoM a non-exclusive, royalty-free, worldwide, irrevocable, perpetual licence to host, cache, store, maintain, use, reproduce, communicate, distribute, display, exhibit, perform, publish, broadcast, transmit, modify, prepare derivative works of, adapt, reformat, translate or otherwise exploit all or any part of the Content on the Website and any other Website which is associated with, connected to, or otherwise operated by UoM including, without limitation, websites owned and/or operated by persons other than UoM.

2.6 Release

You forever release UoM, and its directors, officers, employees, agents and contractors, for any and all claims, rights, demands, actions or suits which you have, may have or would have had, in connection with UoM's exploitation of the Content or the exploitation of the Content by any of UoM or its directors, officers, employees, agents or contractors and whether that claim arose or arises in contract, tort (including, without limitation, negligence), under statute or otherwise.

2.7 Waiver

You hereby consent to all acts or omissions by UoM, its licensees or others authorised by it, or its successors in title, which would otherwise constitute an infringement of any moral rights you have, or may have, in the Content or any part of it, or any material appearing in the Content, whatsoever and wheresoever subsisting throughout the world. You acknowledge that such consent is provided genuinely and includes consent for UoM, or any other person authorised by UoM, to materially alter, modify, add to and in any way change the Content or any part of it, or any material appearing in the Content, and deal with the Content or any part of it, or any material appearing in the Content, without identifying you or any third person as the author of the Content or any part of the Content, or any

material appearing in the Content. You warrant that any third party who has acquired any moral rights in the Content or any part of it, or any material appearing in the Content, has also waived his or her moral rights or consented to all acts or omissions (as applicable) on terms similar to the terms set out in these Terms and Conditions.

2.8 Access to and use of Content by UoM

- a) UoM may access, read, and permanently store any Content uploaded to the Website by you for the purposes of protecting the safety and security of the website and its users. The Content uploaded by you may be used as the basis for removing your Content from the Website, terminating your Account, or reporting behaviour to any government law enforcement authorities.
- b) UoM may access, read, and permanently store any correspondence made by you to UoM or you to another registered user, including by email, post, or other messaging service, for the purposes of protecting the safety and security of the website and its users. The correspondence made by you to UoM or you to another registered user may be used as the basis for removing your Content from the Website, terminating your Account, or reporting behaviour to any government law enforcement authorities.

3. USE OF THE WEBSITE AND SERVICES

3.1 Browsing or searching for Listings and/or Flatmate profiles

- a) If you use the Website to browse or search Listings or Flatmate profiles seeking accommodation:
 1. you are solely responsible for making your own assessment of the accommodation or user in any Listing and/or Flatmate profile and their suitability for your needs. UoM will not provide any information about any users who have uploaded a Listing and/or Flatmate profile and will not assist you in any way in making your assessment by, for example, conducting any background checks that may be appropriate in respect of such users;
 2. you should inspect the accommodation that is the subject of any Listing and meet with any prospective rental providers, renters or co-renters who are the subject of any Listing and/or Flatmate profile (as applicable) before making a decision whether or not to apply to rent or sub-rent any such accommodation; and
 3. you must ensure that any proposed rental agreement between you and another person for accommodation abides by any Local, State, or Commonwealth laws relating to the provision or use of rental accommodation, including residential tenancy law, strata by-laws, and local government planning laws.
- b) UoM does not make any representation or provide any warranty in respect of the Content of any Listing or of any users of the Website including, without limitation, any representation or warranty in respect of the suitability or behavioural characteristics of a user as a rental provider, co-renter or prospective rental provider or co-renter of any accommodation that is the subject of a Listing or the condition of any such accommodation.
- c) UoM does not inspect any accommodation that is the subject of a Listing.
- d) UoM does not vet, question, or check any person who creates a Listing or a Flatmates profile, or any person who uploads Content for offering accommodation.
- e) UoM does not check, either by itself or through an independent third party, the truth, accuracy or completeness of any Content or the accuracy of any location details available in respect of a Listing including, without limitation, location details provided by the use of Google's Google

Maps service. Your use of Google Maps is subject to the [Google Maps Terms of Service](#) and [Google Privacy Policy](#).

3.2 General

You must not, and must not attempt to:

- a) use the Website for any purpose other than for the purpose of offering to rent accommodation or seeking to rent accommodation;
- b) use the Website or the Services in any way that causes, or is likely to cause the Website or access to it to be interrupted, damaged, rendered less efficient or in a way that impairs the effectiveness or functionality of the Website;
- c) authorise any other person to do any act which would, if that act were to be done by you, infringe any Intellectual Property Rights of UoM, its licensors or third parties;
- d) reverse engineer, decompile, disassemble, modify, translate, or otherwise uncover the source code of any software forming part of the Website;
- e) capture or copy any software on the Website for any reason whatsoever (temporary copies for facilitating a technical computing process excepted);
- f) hack, infiltrate or otherwise do anything which may compromise the Website;
- g) cause UoM to lose (in whole or in part) the services of UoM's internet service providers (ISPs) or other suppliers;
- h) introduce any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information;
- i) prevent or restrict us from complying with any applicable law, industry code or court order;
- j) use the Website or any of the Services for any improper or unlawful purpose, causing a nuisance or causing the operation of any of the Services to be jeopardised or impaired;
- k) use the Website or any of the Services to provide, to aid, abet, procure, counsel or assist another person to provide, or to encourage, solicit or entice the provision of, any services of a sexual nature for monetary or non-monetary consideration;
- l) use the Website or any of the Services to create, host or transmit any defamatory, offensive or obscene material or engage in activities which would cause offence to, insult, humiliate or intimidate others on the grounds of race, religion, creed, sex or gender, or sexual preference;
- m) use the Website or any of the Services to harm, or attempt to harm, persons (including persons under the age of 18 years) in any way;
- n) use the Website or any of the Services to create, host or transmit any material that threatens or encourages bodily harm or the destruction of property or would constitute a criminal offence or give rise to civil liability;
- o) use the Website or any of the Services to create, host or transmit material which infringes the Intellectual Property Rights (including without restriction copyright, trademark, patent, trade secret or other intellectual property rights) of any other party;
- p) use the Website or any of the Services to create, host or transmit unsolicited advertising material to other users;
- q) use the Website or any of the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent or to engage in screen scraping, database scraping or any other activity with the purpose of obtaining lists of users or other data;

- r) use the Website or any of the Services for any activity which adversely affects the ability of other people or systems to use the Website or any of the Services, or the Internet generally, including the uploading of files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; or
- s) impersonate any person or entity or use or provide a false name or a name that you are not authorised to use at any time while you are using the Website or any of the Services.

3.3 Access to Website and Services

UoM will attempt to make the Website and Services available for use 24 hours a day, 7 days a week. However, it will be necessary for UoM to take-down the Website and cease providing the Services for a period of time for regular maintenance and to make improvements and if circumstances beyond UoM's control exist, such as problems preventing access to internet or webhosting services. In such circumstances, UoM will incur no liability to you for such interruption or cessation of Services no matter how such liability would otherwise arise.

3.4 No advice

From time to time, UoM may make available on the Website articles and other material setting out information relevant to seeking accommodation or renting accommodation, such as articles relating to renters' rights (Informative Content). Any Informative Content on the Website is of a general nature only and does not consider your personal objectives, financial situation or particular needs. You should not regard Informative Content as advice and you should seek professional legal, property, accounting or other advice for your specific circumstances. You should not rely on any Informative Content as the basis for taking any legal action, negotiating or entering any agreement, or incurring any financial liabilities.

4. TENANCY

UoM:

- c) is not a party to any contract, arrangement or understanding between users relating to the renting of accommodation by one user to another user or users;
- d) does not act, or purport to act, for or on behalf of, and is not the agent for, any user of the Website;
- e) will not get involved in any dispute between users in relation to the content of any Listing or any contract, arrangement or understanding between users relating to the renting of accommodation by one user to another user or users;
- f) does not collect rent or bond or facilitate the payment of rent or bond between users; or
- g) may make available data relating to accommodation rental prices based on historical data collected from Listings but does not set, or provide any parameters within which to set, the price at which accommodation is offered for rent in any Listing.

5. INTELLECTUAL PROPERTY RIGHTS IN WEBSITE

- a) You acknowledge and agree that all rights in the Website and all material comprised in the Website (including, but not limited to, Intellectual Property Rights, text, images, web pages, sound, software (including, code, interface and website structure) and video, and the look and feel, design and compilation thereof) (Website Content), excluding the Content, are owned by UoM or the supplier of the relevant material.

- b) You acknowledge and agree that you are permitted to use the Website Content only as set out in these Terms and Conditions or as otherwise expressly authorised in writing by UoM, and that you may not otherwise copy, reproduce, transmit, publicly perform, distribute, commercially exploit, adapt, translate, modify, bundle, merge, share or make available to any person, or create derivative works of the Website Content.
- c) Subject to your compliance with these Terms and Conditions, you may reproduce or communicate any Website Content appearing in any articles or blog posts appearing on the Website that have been posted by UoM as long as you credit UoM as the source of any such content and provide a link to the Website when reproducing or communicating such content.

6. LIMITATION OF LIABILITY

6.1 Website and Services

Use of the Website and the Service is at your own risk. Both are provided on an “as is” basis, and UoM makes no representation, and gives no warranty or guarantee (to the extent permitted by law), as to its function or operation, or that it is free from any defects.

6.2 Limitation

UoM shall not have any liability whatsoever (whether in contract, tort including negligence, pursuant to statute or otherwise) to you for any direct or indirect loss or damage of whatsoever kind you suffer or incur as a result of, or in any way in connection with, your use of the Website or the Services, or which otherwise arises in connection with your dealings with UoM.

6.3 INDEMNITY

You indemnify UoM and its directors, officers, employees, agents and contractors, and agree to keep each of them fully indemnified, from and against any loss, claim or damages (including, without limitation, any costs (including legal costs on a full indemnity basis) suffered, incurred or brought against any one or more of them by a third party as a result of any breach by you of these Terms and Conditions or arising out of any use by you of the Website or the Services, including but not limited to the following circumstances:

- a) any loss, claim or damages suffered or made by any third party arising out of or in relation to any information, material or Content that you post or communicate to the Website or to UoM whether via a social networking site or otherwise;
- b) any loss, claim or damages suffered by a third party as a result of any infringement of any rights of a third party including, without limitation, Intellectual Property Rights in any information, material or Content that you upload to the Website or provide to UoM;
- c) any loss, claim or damages suffered by a third party as a result of any act or default committed by you and which is directly or indirectly related to any information, material or Content that you or another person upload to the Website or provide to UoM or your use of the Website; or
- d) any loss, claim or damages suffered or alleged by a third party as a result (direct, indirect or otherwise) of any act, omission, failure or default by you or by anyone for whom you are legally responsible (vicariously or otherwise) in any way connected with your access to the Website or your Account or use of any of the Services.

7. THIRD PARTY SITES

This Website may contain links to other web sites or resources operated by parties other than UoM. References to any products, services, processes, trade names, trademarks, or other information of third parties does not imply or constitute an endorsement, sponsorship, association with or recommendation by UoM. Links to third party sites not operated by UoM are provided to you for your convenience and/or reference only. You acknowledge and agree that UoM does not control such sites and UoM is not responsible for the content on those sites or the privacy of other practices of such sites. You further acknowledge and agree that UoM shall not be responsible or liable, directly or indirectly, for any damage, loss or cost whatsoever caused or alleged to be caused by or in connection with use of or reliance on any such sites or the contents, goods or services available on or through any such site.

8. GENERAL

8.1 Relationship

Neither these Terms and Conditions nor use of the Website and/or the Services create any partnership, joint venture or agency relationship between UoM and users or between users. You must not enter into any agreements or incur any liabilities on behalf of UoM or any other user without that party's prior written consent and must not represent that it has any authority to do so.

8.2 Entire Agreement

These Terms and Conditions constitute the entire agreement and understanding between the parties with respect to its subject matter and supersede all prior or contemporaneous oral or written agreements, undertakings, or representations between the parties concerning such subject matter.

8.3 Severability

If any provision of these Terms and Conditions is void, voidable, unenforceable or illegal, that provision will be read down so as to be valid and enforceable or, alternatively, will be severed from these Terms and Conditions. The severance of any provision in accordance with this clause will not affect the validity or effectiveness of the remaining provisions of these Terms and Conditions.

8.4 Governing law

The interpretation, construction and effect of these Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the State of Victoria, Australia and the parties submit to the jurisdiction of the Courts exercising jurisdiction in that State.