

Terms and Conditions for Accommodation Providers

1. The QUT Accommodation Service website is owned and operated by QUT and has been developed to assist QUT students with locating suitable accommodation.
2. The QUT Accommodation Service website is intended to provide easy access to readily available accommodation and supplements external accommodation search facilities and databases.
3. QUT reserves the right to amend these Terms and Conditions at any time. The revised version of these Terms and Conditions will be effective immediately when published on this webpage.
4. **Continued use of the QUT Accommodation Service website, including browsing or otherwise accessing any content or data, constitutes and acceptance of these terms and conditions.**

Advertisement Fee and Process

5. **From 15 June 2016, fees apply to submit Accommodation Advertisement request(s) on the QUT Accommodation Service website.** The applicable fees may be found on the website.
6. Current QUT students may advertise **one (1) property** free of charge for the sole purpose of seeking a replacement tenant.
7. For non- student, a fee of \$10 will be charge for each four (4) weeks advertisements.
8. QUT limits the number of Accommodation Advertisements provided by each Accommodation Provider to promote fair-use of the website. The QUT Accommodation Service will only publish a maximum of **five (5) approved Accommodation Advertisements per Accommodation Provider at any one time.**
9. To submit a valid Accommodation Advertisement request(s), Accommodation Providers must:
 - (a) complete and submit the online 'Request' form through the QUT Accommodation Service website portal; and
 - (b) pay the associated Advertisement Fee by completing the payment details via the QUTPay online payment system (<https://qut.onestopsecure.com/OneStopWeb/AccommodationAdvertisingFee>);

10. QUT's Accommodation Officers will use all reasonable endeavors to
 - (a) assess each request; and
 - (b) communicate the assessment outcome to Accommodation Providers within **two (2) working days** from the date the request is submitted.
11. QUT, in its sole discretion, reserves the right at any time and without liability to Accommodation Providers, to take any action (including refusing to publish an Accommodation Advertisement on the QUT Accommodation Service website) where:
 - (a) the accommodation facility is deemed to be unsuitable for students;
 - (b) the accommodation Provider and/or the relevant accommodation facility has been, or is currently, the subject of a serious complaint (a) regarding the suitability of the property proposed to be listed and/or practices undertaken by the Accommodation Provider; or
 - (c) which may contravene any relevant law and/or these terms and conditions.
12. The decision to publish an Accommodation Advertisement is at QUT's absolute discretion. QUT reserves the right, at any time, to reject any Accommodation Advertisement request and/or to remove Accommodation Advertisements from the QUT Accommodation Service website.
13. In the event that QUT rejects an Accommodation Advertisement request, and/or removes an Accommodation Advertisement in accordance with these terms and conditions, QUT may, but is not required to, notify the Accommodation Provider of such action. QUT may, but is not required to, disclose the reasons for taking such action.
14. Once published, Accommodation Advertisement(s) will appear on the QUT Accommodation Service website listings for the Advertisement Period, being **four (4) weeks**. At the conclusion of the Advertisement Period, the Accommodation Advertisement will expire and will be removed from the QUT Accommodation Service website listings. In the event that Accommodation Providers intend to re-list the property after expiry of the current Accommodation Advertisement, Accommodation Providers must lodge a new Accommodation Advertisement request and pay the associated fee through the QUT Accommodation Service website portal.
15. Once published on the QUT Accommodation Service website, information contained within the Accommodation Advertisement(s) becomes available to any member of the public via the internet.
16. Without limiting the rights available to QUT as set out in these Terms and

Conditions, to the extent permitted by law, QUT excludes all liability, howsoever arising, out of or in connection with:

- (a) the use by any person of any information contained in an Accommodation Advertisement; or
 - (b) your use of the QUT Accommodation Service website portal;
17. In accessing or using the QUT Accommodation Service website, you agree that you will not:
- (a) use any automated device, software, process or means to access, any content on the QUT Accommodation Service website;
 - (b) use any device, software, process or means to interfere or attempt to interfere with the proper working of the QUT Accommodation Service website;
 - (c) transmit to QUT or members of the public any spam, chain letters, contests, junk email, surveys, or other messaging, whether commercial in nature or not; and
 - (d) use our the QUT Accommodation Service website or any content contained on the website in any manner which is, in QUT's sole discretion, not reasonable and/or not for the purpose which it was made available.
18. **No refund will be given** for advertised properties that do not comply with relevant and applicable laws, including but not limited to legislation, regulations and/or industry standards relating to Queensland Tenancies and Fire Services.

Featured Listings

19. **Featured Listings provide a means to promote more than one type of room within the advertised property for a period of one (1) year.**
Featured Listings will:
- (a) be displayed on a rotating carousel on the landing front page of the QUT Accommodation website;
 - (b) show up at the top of all search results if they meet the search criteria;
 - (c) come included with five (5) additional standard advertisements to promote specific rooms within the advertised property; and
 - (d) will remain current for one (1) year and will not need to be renewed
 - (e) every four (4) weeks.
20. A Featured Listing shall not carry any form of endorsement by QUT.
21. QUT reserves the right to cancel a Featured Listing at any time throughout the Advertisement Period in accordance with these Terms for Accommodation

Providers.

22. To the extent permitted by law, no refunds will be given in respect of Featured Listings.
23. All Featured Listings (including the renewal process for expired Featured Listings) remain otherwise subject to these Terms for Accommodation Providers.
24. **No refund will be given after seven (7) Business Days** from the date that the Featured Listing is published on the QUT Accommodation website

General terms

25. QUT, in its sole discretion, reserves the right at any time, and without liability to Accommodation Providers, to:
 - (a) edit the information contained in Accommodation Advertisement(s) if QUT considers the content to be inappropriate, discriminatory and/or offensive;
 - (b) remove Accommodation Advertisements that are expired upon the conclusion of the Advertisement Period.
 - (c) conduct an inspection and audit of the relevant accommodation facility to:
 - i. ensure compliance with all relevant and applicable laws (including but not limited to fire and safety laws); and
 - ii. verify the information contained within the Accommodation Advertisement.
26. In the event that QUT receives a complaint alleging that an accommodation facility fails to comply with any relevant and applicable law, then QUT may report such matters to local council, Office of Fair Trading, or any other relevant authority.
27. QUT is not liable for the behaviour and/or correspondence of any person(s) who respond to published Accommodation Advertisements.
28. QUT does not warrant and makes no representation as to the suitability of any prospective tenant(s) registered through the QUT Accommodation website portal.
29. QUT is not liable for the acts or omissions of any tenant(s), prospective or otherwise, including any failure of the tenants to pay rent and/or bond. Accommodation Providers indemnify QUT (and its officers, employees and agents) from and against any claim which QUT (and its officers, employees and agents) pays, suffers, incurs or is liable for arising out of or in connection with:

- (a) any breach of these terms and conditions by Accommodation Providers;
 - (b) the death or personal injury of any person to the extent caused or contributed to by an act or omission of the Accommodation Provider or its personnel;
 - (c) loss of, or damage to, any property to the extent caused or contributed to by any act or omission of the Accommodation Provider or its personnel;
 - (d) any breach of law by the Accommodation Provider or its personnel;
 - (e) any infringement, or alleged infringement, of a third party's rights (including intellectual property rights) as it relates to content of Accommodation Advertisements; and
 - (f) any act or omission of fraud, dishonestly, reckless or willful misconduct or misrepresentation by the Accommodation Provider or its personnel.
30. QUT may provide a copy of the Accommodation Advertisement(s) to QUT students or staff for the purposes of assisting that individual to take any action against an Accommodation Provider in the event that a dispute arises between the QUT student or staff member and the Accommodation Provider.
31. QUT is not liable for, and will not take part in, the management of tenancy disputes that may arise in relation to tenancy arrangements entered between Accommodation Providers and respective tenant(s). Without limiting the options available to parties, Accommodation Providers and/or tenants may call the Queensland Rental Tenancies Authority (RTA) on 1300 366 311 (cost of a local call), or consult the RTA 'Disputes' webpage (<https://www.rta.qld.gov.au/Disputes>) for further information regarding rental tenancy disputes.
32. QUT will not conduct, or participate in, any screening process for students or other prospective tenants.
33. Links to third party websites may appear on the QUT Accommodation website from time to time. Any reference to an external website, and the content contained therein, are not endorsed by QUT.
34. Accommodation Providers are responsible for managing all their Accommodation Advertisements, and the management of all correspondence and transactions with persons who respond to the Accommodation Advertisements.
35. QUT does not warrant and makes no representation regarding the number of 'hits' received by the QUT Accommodation website.

36. QUT does not warrant and makes no representation that access to the QUT Accommodation website will be uninterrupted.

Specific requirements for Accommodation Providers

37. Accommodation Providers are required to act in accordance with the relevant provisions of the Queensland Residential Tenancies and Rooming Accommodation Act 2008 (Qld), the Residential Tenancies and Rooming Accommodation Regulation 2009 (Qld) as amended from time to time, as well as ensuring compliance with any other relevant laws pertaining to accommodation standards, rental agreements and/or rental bonds.
38. Accommodation Providers are responsible for ensuring that any Accommodation Advertisement listed on the QUT Accommodation Service website, either by or on behalf of the Accommodation Provider, is (a) complete and accurate (and remains accurate); and (b) complies with all relevant laws. For further information regarding these specific obligations, please follow the link to <http://www.fairtrading.qld.gov.au/>
39. Accommodation Providers must confirm that all advertised accommodation facilities comply with the [Brisbane City Plan 2014, Dwelling House Code](#). For additional information regarding these specific requirements, please refer to Table 9.3.7.3, PO1 - AO1.1 & AO1.2. The act of submitting an Accommodation Advertisement request(s) constitutes the Accommodation Provider's formal declaration that the accommodation facility complies with the Brisbane City Plan 2014, and shall constitute an acceptance of these terms and conditions.
40. **Gender-based Violence Code**
The Accommodation Provider acknowledges and agrees that:
- (a) QUT has regulatory obligations under the *National Higher Education Code to Prevent and Respond to Gender-based Violence 2025 (Cth) (Code)* in relation to preventing and responding to Gender-based Violence;
 - (b) it is an Affiliated Student Accommodation Provider for the purposes of the Code;
 - (c) it:
 - a. has prepared, implemented and published on its website its Whole-of-Organisation Prevention and Response Plan (Plan); and
 - b. will monitor and measure the impact of the Plan on an ongoing basis and update the Plan at least every four years;
 - (d) it:

- a. has implemented a Policy on preventing and responding to Gender-based Violence in accordance with the Code;
 - b. will review the Policy at least every three years; and
 - c. will permit QUT to review their policies and/or procedures relating to Gender-based Violence and permit QUT to provide feedback for the purposes of ensuring compliance with the Code
- (e) if it does not implement a Policy in accordance with clause (d), it will adopt QUT's Gender-based Violence Prevention and Response Policy (GBV Policy).
- (f) it will require its Student Accommodation Staff to declare if they have:
 - a. been investigated for, or determined to have engaged in Gender-based Violence; and
 - b. any existing or previous intimate personal relationship with any Resident.
- (g) it will:
 - a. take into consideration any declaration made under paragraph (f) and any risks arising from such declaration in determining the person's suitability for a position;
 - b. take into consideration any substantiated allegation of Gender-based Violence found by the Student Accommodation Provider in the course of their employment with respect to their promotion or recognition; and
 - c. where a declaration is made in accordance with paragraph (f) implement as necessary any conflict of interest or risk management plan that includes any necessary alternative arrangements.
- (h) it will prohibit the use of, and otherwise not use any:
 - a. Non-disclosure Agreements in connection with Gender-based Violence, unless expressly requested by a Discloser, and any such Non-disclosure Agreement must not limit:
 - i. A Discloser's ability to share their experience to seek support or advice; or
 - ii. the Student Accommodation Provider's ability to comply with its obligations under the Code; and
 - b. Non-disparagement Clause that may require a Discloser to keep an experience of Gender-based Violence confidential.
- (i) it will:

- a. require Student Accommodation Staff and Residents to complete prevention and responding to Disclosures education and training, that is approved by QUT;
 - b. promote and widely disseminate evidence-informed prevention communication; and
 - c. use evaluation findings to inform future prevention initiatives.
- (j) it will, in relation to Disclosures, require the Student Accommodation Provider to:
- a. ensure that its responses, practices and support services are safe, Person-centred and consistent with a Trauma-informed approach;
 - b. provide or facilitate access to support services to any persons who make a Disclosure or Formal Report and to any Respondent to such a Disclosure or Formal Report including explaining the available support services available, including supports relevant to educational outcomes;
 - c. actively promote and make widely available information, drafted in plain English and able to be translated into different languages, about how Residents and Student Accommodation Staff can access policies and procedures and internal and/or external support services; and
 - d. undertake a risk assessment as required by the Code and manage and monitor any identified risks on an ongoing basis.
- (k) if a Disclosure relates to conduct occurring at the Student Accommodation or an event organised by the Student Accommodation Provider, it will:
- a. immediately take all steps reasonably and proportionately necessary to ensure the safety of any Discloser, Resident and Student Accommodation Provider Staff;
 - b. provide the Discloser the opportunity to elect that either QUT or the Student Accommodation Provider leads the response to the Discloser;
 - c. if a Discloser elects for QUT to lead the response:
 - iii. promptly provide all relevant information to QUT; and
 - iv. implement any outcomes reasonably determined by QUT.
 - d. if a Discloser elects for the Student Accommodation Provider to lead the response:
 - i. undertake a risk assessment as required by the Code, within 48 hours of receiving the Disclosure or Formal Report;
 - ii. immediately determine and implement safety measures identified;
 - iii. manage and monitor any identified risks;
 - iv. notify QUT of the Disclosure and provide details about the risk assessment and how the Disclosure is being managed consistently with the Code, with the consent of the Discloser, or if providing such details is reasonably necessary to protect the wellbeing and safety of Students

- and/or Student Accommodation Staff, without such consent provided this is undertaken in a manner which does not identify the Discloser; and
- v. develop and implement a support plan as required by the Code for the Discloser or Respondent as applicable, within 48 hours of receiving the Disclosure or Formal Report;
- (l) it will require risk assessments to be undertaken by persons with expertise and experience as set out in the Code;
 - (m) it will comply with data collection and reporting to QUT as set out in the Code;
 - (n) it will:
 - e. meet and comply with all other applicable requirements of Affiliated Student Accommodation Providers set out in the Code; and
 - f. provide reasonable assistance to QUT, including access to relevant staff, documents and information, if QUT conducts a review of the Affiliated Student Accommodation Provider's compliance with this clause.
 - (o) in this clause any capitalised words not defined in this Agreement but defined in the Code, have the same meaning given to those words in the Code; and
 - (p) this clause prevails to the extent of any inconsistency with any other clause in this Agreement.

For further information, please contact a QUT Accommodation Officer on (07) 3138 2019 (Garden Point campus); (07) 3138 3963 (Kelvin Grove campus). Alternatively, please direct email enquiries to accommodation@qut.edu.au

Privacy Notice

QUT will collect Accommodation Providers' personal information in order to: (a) assess requests to publish Accommodation Advertisement(s); and (b) to publish the Accommodation Advertisement(s) on the QUT Accommodation Service website.

All information collected on the QUT Accommodation Service website will be dealt with in accordance with [QUT's Privacy Policy](#) (<https://www.qut.edu.au/additional/privacy>).