## WSU Student Accommodation - Disclosure and Consent

Western Sydney University (**the University**) operates student accommodation facilities (**Facilities**) on some of its campuses. The University has engaged UniLodge Australia Pty Limited ACN 078 921 169 of Level 22, 100 Creek St, Brisbane QLD 4000 (**UniLodge**) to provide, on behalf of the University, student accommodation operation and management services at those Facilities (**Services**). UniLodge works closely with the University's Student Accommodation Office.

As part of the Services, UniLodge and the University will collect information from you when you apply for student accommodation and in the course of your accommodation at the Facilities. This information may include your personal information (as defined under the University's Privacy Policy). UniLodge and the University will provide each other access to this information for their use in the operation and management of the Facilities including, verification of your identity, your compliance with the University's policies, guidelines and Student Code of Conduct (including any investigations regarding student misconduct under the Student Misconduct Rule).

## WSU Student Accommodation - Terms of Use

By applying for student accommodation and, upon acceptance of your application, residing in the Western Sydney University student accommodation facilities (Facilities), you acknowledge and consent to the following:

- 1. UniLodge has been engaged on behalf of the University to provide the Services.
- 2. The University will collect your personal information as defined in the University's Privacy Policy (Personal Information) and it may authorise UniLodge to collect your Personal Information on the University's behalf.
- 3. The University will receive from UniLodge your Personal Information and other data collected by UniLodge during your application for student accommodation and use of the Facilities. This information and data will be used by the University to manage and operate the Facilities and authenticate your compliance with the University's policies, guidelines and Student Code of Conduct (including any investigations regarding student misconduct under the Student Misconduct Rule). The University will manage any personal information collected from UniLodge in accordance with the University's Privacy Policy and Privacy Management Plan.
- 4. The University will disclose to UniLodge your Personal Information and other data and information collected by the University during your application for student accommodation and use of the Facilities. This information and data will be used by UniLodge to provide the Services. UniLodge will manage any Personal Information collected from the University in accordance with <u>UniLodge Collection Notice Statement</u> and <u>UniLodge Privacy Policy</u>.
- 5. UniLodge and/or the University use an online platform (currently StarRez of 660 Spencer Street, West Melbourne, VIC 3003, and Levart of 1a/18 Gibberd Road, Balcatta WA 6021) in connection with the Facilities and the Services (**Platforms**). You will be authorised to use the Platforms when you apply for and use the student accommodation at the Facilities.
- 6. Your application for student accommodation and use of the Facilities is subject to acceptance of terms and conditions of use required by the Platforms. These terms and conditions may be governed by foreign laws (including US Law). If any such terms and conditions contain any provision that you are not willing to agree to then you should not register an account with the Platform/s, or if you have registered to with the Platform then you should end your registration and cease use of the Platform and contact <a href="UniLodge">UniLodge</a> to discuss alternative ways of managing your application for student accommodation and ongoing use of the Facilities.
- 7. When you use the Platforms, your rights with respect to your privacy and other data will be subject to the Platform's privacy policies available here <a href="StarRez Privacy Policy">StarRez Privacy Policy</a> and <a href="Levart Privacy policy">Levart Privacy policy</a> and may also be subject to foreign laws (including US Law) regarding the collection, use and distribution of your Personal Information and other data. Any information (including Personal Information) that you provide when you use the Platform will not be protected under the <a href="University's Privacy Policy">University's Privacy Policy</a> or <a href="University">UnilLodge Privacy Policy</a> and may not be subject to Australian data protection and privacy legislation. If you have concerns regarding data protection or privacy, then you should contact <a href="University">UnilLodgeto</a> discuss alternative options for managing your application and use of the Facilities.
- 8. Use of the Platforms is at your own risk. In no event will the University or UniLodge be liable for any losses and/or damage to or loss of data.
- 9. No guarantee is given that the Platforms, software and applications will function without interruption.
- 10. The Platforms may contain links to third-party web sites or services that are not owned or controlled by the University, UniLodge or the Platform. The University and UniLodge has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We strongly advise you to read the Terms of Service and privacy policies of any third-party web sites or services that you visit.
- 11. The University may change these Terms of Use at any time without your consent. If the Terms of Use change at any time, you will be informed of the changes as soon as they are posted. The changes will take effect one month after they have first been posted on the website. For users registered after any modifications have been put online, these modifications will be immediately applicable, as the users will have expressly accepted them when the account was opened.