

OA Terms of Use

This online applications website ('Website') is provided on an 'AS IS' basis by **The University of Queensland ABN 63 942 912 684 ('University')**.

By using this Website you (the 'User') agree with the University that you are bound by and will comply with all of the following terms ('OA Terms of Use') and the terms incorporated into it by reference (as described in the next paragraph), including all such terms as varied by the University from time to time in accordance with clause 12.

This agreement ('agreement') comprises these OA Terms of Use, the [OA Privacy Notice](#) and, once accepted as part of the process of submitting an Application to the University, the [OA Submission Terms](#).

1. Some key defined terms

In this agreement:

'**Applicant**' means the individual in respect of whom an Application is prepared or submitted to the University;

'**Application**' means the whole and any part of an application for admission to study with the University, including the forms and related documentation and other information required by the University in or with the application, including as stored on this Website or subsequently submitted to or required by the University;

'**Application Information**' means the whole and any part of an Application, and any documentation and other information provided to the University in relation to the Application, including as provided subsequently after any part of the Application has first been submitted to the University;

'**Authorised Partner**' means a person (usually an organisation) to whom the University has issued a User account that enables the person to view, prepare and/or submit Applications for multiple Applicants; and

'**UQ Information**' means any document, data, communication or other information on or obtained from this Website or provided to you by, or obtained directly or indirectly by you from, the University or its personnel in connection with this Website, an Application or an Applicant (including if and when they become a student).

Clause 13 contains further provisions setting out meanings of particular terms and references used in this agreement.

2. General limited licence

You may only use this Website and UQ Information subject to and in accordance with these OA Terms of Use and only if you are not in breach of them.

3. Who this agreement applies to

Users

This agreement binds all Users (including individuals, companies, agents and other legal entities). A User may use this Website in multiple capacities, for example, as an individual User and as an employee of another User and as the personnel of another.

Minors, parents and legal guardians

Users that are parents or legal guardians of Applicants under 18 years of age (a 'minor') must ensure they supervise the Applicant's use of this Website and minors should not use this Website without such supervision without a reasonable excuse.

Authorised Partners and their personnel

Where an Authorised Partner's personnel use this Website for (or purportedly for) the Authorised Partner, or use a User account issued to the Authorised Partner, a reference to 'you' (or to a 'User') is to be read as a reference to the Authorised Partner in addition to being a reference to the individual User in their other capacities. For example, if an individual is an employee of an approved subcontractor of the Authorised Partner, then the individual uses this Website as an individual User, as an employee of another User (namely, the approved subcontractor) and as the Authorised Partner. Authorised Partner's must have the University's written consent before procuring or allowing any non-employee to use the Website for the Authorised Partner.

This agreement applies in addition to any other agreement an Authorised Partner has with the University related to preparing and/or submitting Applications but, to the extent of any inconsistency, the express terms of that other agreement take precedence.

Employees

Users using this Website in the course of their employment also enter into this agreement for and on behalf of their employer and warrant they are properly authorised by their employer to do so. Where an employee uses this Website for (or purportedly for) their employer, or uses a User account issued to their employer, a reference to 'you' (or to a 'User') is to be read as a reference to the employer in addition to being a reference to the individual in their other capacities.

User personnel

The acts and omissions (including negligence) of a User's personnel (including their officers, employees, agents, contractors and subcontractors) in connection with the User and this Website, or the User and any User Data or UQ Information, or using the User account of the User, are deemed to be the User's acts and omissions as well as those of the individual in their other capacities.

Agents of Applicants

Users who use or purport to use this Website as an Applicant's agent represent and warrant to the University that they are authorised by the Applicant to act on the Applicant's behalf, including to agree to these OA Terms of Use and provide the consents in clause 6, and to prepare and submit Applications, on the Applicant's behalf.

4. Storage, submission and other uses of User Data

What is User Data?

'**User Data**' means all documents, data, communications and other information (including any Applications and other Application Information) related to a User or an Applicant that is generated by, stored on or transmitted through use of, this Website, or that is created by or for the University or that is provided by any means to the University by any person; and in respect of a particular Application or Applicant: User Data of an Applicant's agent, parent or legal guardian includes User Data of the Applicant; and User Data of the Applicant includes the User Data of their agent, parent and legal guardian; and User Data of an Authorised Partner includes the User Data of each Applicant linked to the Authorised Partner's User account.

Storage, submission and other uses of User Data

User Data may be stored on this Website. The University will take reasonable steps to keep such User Data confidential, subject to the University's rights and obligations to use, disclose and otherwise deal with it (including under any consents).

When User Data is stored on this Website or submitted to the University it becomes the University's property (if it is not already) so the University is not obligated to return it, but merely storing or submitting User Data does not transfer ownership of any intellectual property rights in it and you are free to change and delete your information in an Application until you submit it.

Generally, User Data stored on this Website will be kept by the University for a period it considers is reasonable. If the University contacts you about the deletion of User Data you should act promptly if you would like the University to consider if it can be kept.

Despite the foregoing, the University may keep or delete User Data as it determines in its discretion and without notice (for example, User Data may be kept for administrative or legal reasons or kept as de-identified information or it may be deleted if an Applicant is submitted or if a User account has not been active for a certain period or if there are security, storage capacity, legal or other requirements or concerns or if the University ceases to provide this Website).

5. Privacy

Collecting personal information and other information

Please review the [OA Privacy Notice](#) for information about the University's collection, use, disclosure and other treatment of personal information. The University will also deal with personal information and other User Data in accordance with these OA Terms of Use and any other consents and permissions you provide.

Information agents provide about others

Agents of Applicants that provide personal information to the University about other individuals warrant to the University that they have the individual's authority to provide the information, and give the consents in clause 6, on the individual's behalf.

6. Consents regarding personal information and other User Data

In addition to any other consents or permissions you may have given, you consent to the University (including its contractors and other personnel):

- collecting, storing, using, disclosing and otherwise dealing with personal information and other User Data:
 - to provide this Website and administer Applications;
 - for any purposes permitted or required by law;
 - for any other purposes, and in any other circumstances, described in these OA Terms of Use, the [OA Submission Terms](#) or the [OA Privacy Notice](#); and
 - as the University reasonably permits or requires for any purposes reasonably related to any of the foregoing; and
- transferring Applications and other User Data to and receiving it from persons outside of Australia for the purposes, or in any of the circumstances, described in these OA Terms of Use or in the [OA Submission Terms](#) or the [OA Privacy Notice](#).

For the purpose of the above consents, any reference to 'personal information' in the [OA Privacy Notice](#) is to be read as being a reference to 'User Data' (including Applications and all other kinds of User Data, whether or not it is personal information).

Applicants also consent to: (a) Authorised Partners assisting them, and agents, parents and legal guardians the Applicant has nominated, accessing the Applicant's Application Information and other User Data and amending and submitting Applications for the Applicant; and (b) the University communicating and working with such persons (including accepting Applications and other User Data from them and disclosing it to them).

Withdrawing consent or refusing to provide information

Consents may be withdrawn at any time by providing notice to an appropriate employee of the University (for example, by email). Please see the contact details for the Right to Information and Privacy Office in the [OA Privacy Notice](#).

You may also at any time refuse to provide any documentation or other information requested.

However, if you withdraw any consent or refuse to provide certain information, the University may determine in its absolute discretion whether or not to continue to deal with you or any related Applicant or Application.

The University is not required to undo anything done in accordance with a consent before it was withdrawn, except as required by any law that cannot be excluded. Where any consent has been withdrawn, the University may continue to keep, use, disclose and otherwise deal with User Data to the extent it is permitted or required to, or is not prohibited from doing so, under any law.

7. Processing and auditing Applications etc.

The University will administer Applications (including evaluate, verify, accept or reject them), make offers and process enrolments, in accordance with such policies, procedures and requirements it determines in its discretion from time to time (including as may be required by law). The University may at any time (including before or after you have submitted an Application or have received or accepted an offer and also if auditing an Application) ask you to resubmit User Data or provide additional documentation or information (including original documents and copies of originals certified as such by persons the University considers appropriate). If you do not do so when required to the University's satisfaction, the University may suspend or cancel any related Application, offer and/or a User account and/or exercise its other rights (including, for example, rights under any offer terms if you have accepted an offer). The University may audit an Application at any time, including as stored on this Website before it is submitted or after it is submitted and even after an Applicant has accepted an offer and become a student.

8. Each User's obligations regarding Applications, User Data, use of this Website etc

Selecting courses and preparing Applications

You must use your own independent knowledge, skill and judgment in using this Website, selecting courses and programs of study and in preparing and submitting an Application.

Warranties

In respect of any User Data you provide to the University or its personnel you represent and warrant to the University that to the best of your knowledge (having made reasonable enquiries):

- the User Data is true, correct, up-to-date and not misleading or fraudulent;
- you have all necessary rights to use and disclose that User Data to the University and its personnel; and
- subject to the terms of any consent you have (or the relevant Applicant has) given or withdrawn, the University and its personnel may use, disclose and otherwise deal with the User Data in the manner and for the purposes described in these OA Terms of Use, the [OA Submission Terms](#) and the [OA Privacy Notice](#), without breaching any obligation of confidence and without infringing any intellectual property rights or any other rights of any other person.

Submitting Applications for others

Authorised Partners preparing and/or submitting an Application must ensure: (a) the Applicant (and, if they are a minor, their parent or legal guardian) approves of the Authorised Partner's activities and is aware of these OA Terms of Use, the [OA Submission Terms](#) and the [OA Privacy Notice](#) and has given the consents set out in clause 6; and (b) the University is promptly notified of any consent that is withheld or varied by the relevant Applicant or any other person connected with that Application.

Use of this Website

You must only use this Website in accordance with all applicable laws of Australia and of any country in which you use it and you must not do or fail to do anything that causes or contributes to an Application or the University contravening any law.

You must not, and must not allow, assist or enable any other person to, use this Website, UQ Information or User Data:

- to do anything that contravenes any law or infringes a person's rights (including in contract, tort, equity or under statute); or
- to engage in any unauthorised access to or use of this Website, UQ Information or any User Data.

Access and use is restricted

Use of this Website is permitted on a restricted basis. You may only access and use a User account if the University issued it to you or if you are permitted under the 'Passwords' section below.

You do not have permission to reproduce or modify any part of this Website or UQ Information except where this occurs as a necessary part of using it in accordance with its intended purposes (such purposes being as reasonably determined by the University in the event of any dispute).

Passwords

You must keep each User account password you use secret and secure and you must ensure each such password is not disclosed to or used by any unauthorised person. User account passwords issued for use by an Authorised Partner (which includes use through its personnel) are deemed to be issued to the Authorised Partner and may be disclosed to the Authorised Partner's employees that need to know it and, if the University approves in writing, to other specified personnel (including approved contractors). Authorised Partners must ensure their personnel keep the passwords secret and secure.

A User account password issued for use by an Applicant is deemed to be issued to the Applicant. If they are a minor it may be disclosed to the minor and to their agent, parent or legal guardian. Applicants and Authorised Partners must not disclose their passwords to each other. Passwords are only issued to either an Authorised Partner or an Applicant (although they may use them through individuals, such as their personnel or parent).

All use of this Website by an individual accessing it using a User account password issued to you is deemed to be your use as well as being use by the individual in their other capacities. If passwords are issued to you for different purposes (for example, administrator passwords issued for certain personnel to administer sub-accounts for your other personnel and other passwords issued for personnel sub-accounts for preparing and submitting Applications) you must ensure each such password is only used by the individual linked to it in the Website system and only for the purpose for which it is provided.

Linked accounts

The University may link User accounts (for example, of an Authorised Partner and its personnel and/or any Applicant the Authorised Partner assists) and may, in its absolute discretion, keep or remove any such link despite any User's request to the contrary. Links may include associating User account identifiers.

Confidentiality

All UQ Information (except an Applicant's confidential information you or the Applicant included in an Application) is the University's '**Confidential Information**'.

You must keep the University's Confidential Information confidential and must not use it for any purpose except for the purposes of making Applications and using this Website in accordance with this agreement.

You may disclose the University's Confidential Information:

- if you are an Authorised Partner – to your approved personnel that need to know it, and to an Applicant and their parent, legal guardian and/or agent, to the extent necessary to enable you to assist the Applicant with the preparation, submission and/or processing of their Application or the making of an offer (but only if any other agreement you have with the University related to Applications does not prohibit such disclosure);
- to an Applicant's agent, parent or legal guardian, or to the Applicant you represent as their agent, parent or legal guardian, and to the Authorised Partner assisting you with your Application (if any), in each case only for the purposes of preparing and submitting an Application and having it processed, provided that you first ensure they understand it is confidential;
- if it is or becomes part of the public domain, unless due to a breach of this agreement or other obligation of confidence; or
- if the University consents in writing or if you are compelled to do so by law.

Use or disclosure of the University's Confidential Information by a person who obtains it directly or indirectly from or through an Applicant's agent or an Authorised Partner or their employees, subcontractors or other personnel, is deemed to be the use or disclosure of the agent or Authorised Partner (as the case may be) as well as use by that other person.

Suggestions and feedback

If you provide any suggestions or feedback regarding changes or improvements to this Website or Applications or University courses or processes you irrevocably agree the University may use (including incorporate, modify and exploit) the suggestions or feedback in any way the University desires without any payment to you and without any further permission from you.

9. DISCLAIMERS

The University excludes all representations, warranties and guarantees of any kind except for those implied or incorporated by the Australian Consumer Law under the Commonwealth *Competition and Consumer Act 2010* or any other law which cannot be excluded. The University does not represent or warrant the accuracy, currency or completeness of any UQ Information or this Website or that they are free of defects or errors or that any University course, this Website or any UQ Information is fit for any purpose or that it will operate as intended or that it will be maintained or available for use.

10. LIABILITY EXCLUSIONS AND LIMITATIONS

To the extent permitted by law:

- (a) neither the University, nor its personnel, will be liable under any legal theory whatsoever to you or to any person claiming through you, for any loss, damage, cost, expense or liability of any kind (whether characterised as direct, indirect, consequential or otherwise) that you or any other person suffers or incurs in connection with any UQ Information or this Website or their use or any defect or error in them or in connection with any Application or other User Data (including in connection with its loss, corruption or deletion or any failure to receive, store or process it, including if due to the fault or

negligence of the University or its personnel), including if the risk thereof was foreseeable or known by the University or its personnel;

- (b) in respect of any liability (under any legal theory) that cannot by law be excluded but which the University is not prohibited from limiting, such liability of the University and its personnel is limited:
- (i) for breach of warranties or guarantees implied or incorporated by law that cannot be excluded – as set out in paragraph (c) of this clause; and
 - (ii) in all other cases, for each claim and for all claims in the aggregate – to the greater of one hundred dollars (AUD\$100) and any application fee paid by the Applicant to the University (if any); and
- (c) in respect of liability for any warranty or guarantee implied or incorporated by law that cannot be excluded but can be limited, the University's total liability (to the extent it is not prohibited from doing so) is limited to the following (and, to extent permitted by law, at the University's option): (i) in the case of goods, the repair or replacement of the goods or the supply of equivalent goods or payment of the cost of repairing or replacing the goods or of acquiring equivalent goods; and (ii) in the case of services, supplying the services again or payment of the cost of having the services supplied again.

All provisions of this agreement continue after you cease using this Website and, except for clauses 2 and 12 of this document and your express obligations in the [OA Submission Terms](#) to do something, continue after it is terminated or expires.

11. University may change, suspend, terminate etc courses, accounts or this Website or delete User Data

The University may in its absolute discretion do any one or more of the following at any time with or without cause and without liability at any time without notice, including by adding to, amending or replacing it in whole or part:

- discontinue or vary courses, programs or applications for them or change, suspend or discontinued this Website;
- suspend, revoke or vary any permission to use the University's Confidential Information or other property (including any intellectual property owned by or licensed to the University);
- instruct you to reset your User account password or to create a new password or User account or both;
- suspend or cancel any User account or related passwords and/or your access to this Website (including any User Data);
- delete any User account, password and/or User Data (in whole or part);
- cease operating this Website; and
- do any other thing (including take any action) in accordance with the University's rights.

12. Changes to the terms of this agreement

The University may vary this agreement (including these OA Terms of Use, the [OA Submission Terms](#) and/or the [OA Privacy Notice](#)) at any time without notice, including by adding to, amending or replacing it in whole or part.

You are deemed to have agreed to any such change the next time you use this Website: (a) after such change; or (b) if the University notifies you of the change (for example, on this Website or by email) – after the later of delivery of such notice and any effective date specified in it. If you do not agree with the change you are free to immediately cease all use of this Website.

13. Definitions and references

In this agreement, except where the context requires otherwise, a reference (including in its other grammatical forms) to:

- something being 'provided to' or 'used', 'disclosed' or 'required' by 'the University' includes the University's personnel acting for or on behalf of the University and 'use' includes copying, communicating, modifying and permitting others to so 'use' it;
- a person's 'personnel' includes their officers, employees, agents, contractors and subcontractors (and, in the case of the University, includes its related entities and their personnel);
- anything (including User Data and UQ information) includes that thing whether in electronic or hard copy form;
- 'administering' an Application or other User Data includes its preparation, storage, submission and processing (and 'processing' includes reviewing, evaluating, verifying and accepting or rejecting the Application);
- a 'person' includes any natural person, company, trustee, agent, government body or other legal entity;
- this 'Website' includes any databases and other facilities and equipment used to provide it (including for its operation, maintenance, backup and redundancy);
- a 'User account' means the account established to give a User access to this Website and which has a unique identifier associated with it (e.g. a password or email address) that identifies the account as being separate to any other account; and
- the 'OA Submission Terms' in these OA Terms of Use does not apply in respect of a particular Application until the [OA Submission Terms](#) have been accepted by any person submitting the Application to the University.

14. General provisions

Governing law: To the full extent permitted by law: this agreement is to be construed in accordance with the laws in force in the State of Queensland, Australia; and you irrevocably submit to the exclusive jurisdiction of the courts of the State of Queensland and the Federal Court of Australia and any courts with jurisdiction to hear appeals from such courts.

Assignment: You must not assign this agreement or any part without the University's prior written consent.

Severance: If any provision of this agreement is void, voidable or unenforceable it is to be read down so as to be valid and if it cannot be read down then it is to be severed in the relevant jurisdiction unless that would be contrary to public policy.

Interpretation: In this agreement: a word denoting the singular includes the plural and vice versa; a reference to this agreement or another document or any law is to that agreement or other document or law as varied, supplemented or replaced from time to time; a reference to a party includes that party's executors, administrators, successors and permitted assigns; where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings; headings are for convenience and do not affect interpretation; and the term 'includes' or 'including' is not to be read as a word of limitation.

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OA Privacy Notice

This online applications website ('Website') is operated by **The University of Queensland ABN 63 942 912 684 ('University')**.

This Website is used for preparing, storing, submitting and administering Applications for admission to study with the University. This includes all required forms, related documentation, data, personal information and other information provided as part of or in relation to an Application. This Website may also enable Users to track and accept Applications, enrol in courses and engage in other activities in relation to Applications or study.

An Applicant may also be assisted by an Authorised Partner, an agent and/or by their parent or legal guardian and such persons may have access to and prepare and submit an Application for an Applicant.

When a User (including Applicants and other persons) uses this Website and prepares and/or submits an Application, the University collects 'personal information' about them and the Applicant and possibly about other persons depending on the information provided to the University. For example, if you are an Authorised Partner or an Applicant's agent, parent or legal guardian, the University will also collect information about the Applicant and possibly about an Applicant's agent, parent, legal guardian, referees, sponsors and other persons (depending on the circumstances).

Such information may also be collected for the University by its contractors or their subcontractors, such as service providers that are involved in the supply and maintenance of this Website.

The University is subject to the *Information Privacy Act 2009 (Qld)* and the University's policy and procedures in relation to the collection, use, disclosure, storage and other treatment of personal information is set out in 1.60.02 Privacy Management in the University's Policies and Procedures Library (this may be found at <https://ppl.app.uq.edu.au/content/1.60.02-privacy-management>) ('Privacy Policy').

A reference to 'dealing with' personal information, an Application or other information includes preparing, submitting, disclosing and administering (including storing, processing, evaluating and verifying) the Application or other information.

In this notice, the terms 'Applicant', 'Application', 'Application Information', 'Authorised Partner', 'User' and 'User Data' have the same meaning given to them in the [OA Terms of Use](#).

Dealing with personal information and your consents

The University will deal with personal information in accordance with the Privacy Policy and the consents Users provide to the University.

Please note that the [OA Terms of Use](#) contain important terms setting out consents you provide to the University, and to other persons, to use and disclose personal information and other User Data, how to limit or withdraw those consents if you require and the consequences of doing so.

If you are an Applicant's agent, parent or legal guardian you may be providing your own consents as well as consents on behalf of an Applicant or another person. You must ensure you have the other person's authority to provide those consents.

What is personal information?

'Personal information' means information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

The purposes for which the University is collecting and otherwise dealing with the personal information

The University and its personnel (including contractors) need to collect, use, disclose and otherwise deal with personal information and Applications to enable Users to use this Website, to enable Users to prepare, store and submit Applications and to enable the University and its personnel (including contractors) to administer Applications (which includes storing, processing, evaluating and verifying Applications).

If Users do not provide the personal information the University requests they may not be able to use this Website or submit an Application and the University may not be able to administer an Application or provide certain services to students or prospective students.

The purposes for which the University is, and its personnel (including contractors) are, collecting the personal information include:

- to enable Users to use this Website, including to prepare, store and submit Applications to the University;
- to assist the University to administer Applications (which includes storing, processing, evaluating and verifying Applications);
- to assist the University to make offers for study and to enrol students;
- to provide this Website (including to monitor its use and to maintain and improve it and to store User Data);
- to give effect to and enforce the [OA Terms of Use](#) and the [OA Submission Terms](#);
- to assist the University and its related entities to comply with the law;
- to assist the University to undertake its business and statutory functions, including administration and governance of the University and its related entities;
- to assist the University and its personnel (including contractors) and its related entities to offer or provide services, and carry out their functions, as they relate to Applications, students, prospective students or use of this Website, including in relation to:
 - University courses, offers, enrolment and, if the Applicant is or becomes a student, participation as a student; attendance at University campuses and compliance with University requirements;
 - other services available to Applicants, students, agents and other Users;
 - processing payments made in relation to Applications, students, services and other matters;
 - accommodation for students and prospective students;
 - activities such as University or affiliated functions, events, memberships, clubs and the like;
- to ensure or assist with compliance with University requirements such as University statutes, rules, codes and policies; and administration in relation to the foregoing.

How the University might use and disclose the personal information

The University and its personnel (including contractors) may collect personal information from and may disclose personal information to:

- persons identified as being an Applicant's agent, parent or legal guardian;
- an Applicant (if the User is an agent, parent or legal guardian);
- persons you permit to have access to your Website User account or Application;
- persons permitted or required by law to have access to the personal information;
- contractors (and their subcontractors), related entities and other affiliates that assist or work with the University in the exercise of its functions or the operation of its business, including in relation providing this Website, dealing with Applications and providing services to, or that are used by, students and other persons; and
- persons, organisations, government bodies and other entities for any of the purposes described in this Privacy Notice or in the [OA Terms of Use](#) or the [OA Submission Terms](#).

For example, the University and its contractors and other personnel may use personal information to make enquiries or disclose information about an Applicant or an Application as part of the process of evaluating and verifying the Application or processing an offer or enrolment related to a successful Application, including contacting and seeking information from or providing information to:

- entities that work with the University in relation to requested courses, preferences and enrolments, such as the Queensland Tertiary Admissions Centre (QTAC) or the Australasian Conference of Tertiary Admissions Centres (ACTAC);
- universities, institutions, schools and other entities (such as Qsearch and Universities Australia), in relation to current or past research or study (for example, information about enrolments, academic results, courses of study and disciplinary proceedings);
- an Applicant's parents, legal guardians, sponsors, agents and referees, in relation to the Applicant or an Application;
- entities with which an Applicant worked;
- government bodies concerned with immigration, in relation to visa applications and issued visas;
- government bodies concerned with regulating the University, including in relation to student details, visas, placements and fees (for example, the University must collect and disclose certain information under the *Education Services for Overseas Students Act 2000* (Cth) and its related regulations and the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007*);
- medical professionals and other persons, in relation to health information required or provided for or in relation to an Application or Applicant; and
- banks and other entities used for processing payments.

If you require any further information please contact:

Right to Information and Privacy Office
Phone: +61 (0)7 3365 2571
Email: rtip@uq.edu.au

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(Authorised Partner to administer)

APPLICANT AUTHORITY, DECLARATION & AGREEMENT

As the Applicant, I hereby grant written authority to the Authorised Partner (details below) to submit my Application online to the University. I understand that the Application Information has been entered into the online applications Website in accordance with the [OA Terms of Use](#) and the information and explanatory notes included within the online applications Website.

I declare that:-

1. the Application Information provided by me is true, up to date and complete and is a full and frank disclosure of information pertinent to my enrolment;
2. there are no reasons (legal or otherwise) that would prevent me from submitting the Application Information; and
3. I have obtained a copy and read and confirm my agreement, and (if under 18 years of age) I have also obtained my parent's or legal guardian's consent to agree, to the [OA Terms of Use](#) and the [OA Privacy Notice](#).

I further understand and agree that:-

1. the Application Information, when submitted to the University, becomes the property of the University and will not be returned to me;
2. I must promptly inform the University of:
 - any change to the Application Information that may affect the Application; and
 - any Application Information that is or becomes false, incorrect, incomplete or misleading;
3. should I become a student of the University, there is an ongoing obligation for me to provide and update the University with true, relevant and current information for the period of my enrolment;
4. the University limits and excludes its liability on the terms set out in the [OA Terms of Use](#), including for loss of and errors in relation to Application Information; and
5. the University may at any time reject or suspend the Application or may vary or cancel any decision (including any offer) it makes in relation to the Application if the University has reasonable grounds to believe any part of the Application Information, or any declaration I have given, is or has become false, incorrect, incomplete or misleading.

I provide the University and its personnel (including contractors assisting the University) with permission to:-

1. confirm my academic results as provided by me, from other institutions directly or through third parties, such as Qualsearch;
2. use and disclose the Application Information as the University requires for the purposes of administering the Application (which includes storing, evaluating, verifying and otherwise processing the Application Information) and the online applications Website and for any other purposes and under any other consents set out in the [OA Terms of Use](#) or the [OA Privacy Notice](#) and for any purposes reasonably related to those purposes;
3. transfer the Application Information to, and receive it from, persons (including individuals, companies, government bodies and other entities) outside of Australia if I am outside of Australia or if the University requires for any purposes and under any other consents set out in the [OA Terms of Use](#) or the [OA Privacy Notice](#) and for any purposes reasonably related to those purposes; and
4. take any lawful action they require if the Application Information is incorrect, untrue or misleading in any respect or is not up to date (including modifying information or taking legal or other action).

.....
Signed by Applicant

.....
Parent / Guardian (if Applicant under 18)

.....
Name of Applicant



.....
Name of Parent / Guardian

.....
Date

.....
Stamp Authorised Partner

.....
Date