

# Terms & Conditions of Use

## 1. Terms

By accessing this website, you are agreeing to be bound by these website Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

---

## 2. Use License

Permission is granted to temporarily download one copy of the materials (information or software) on Kirra Point Holiday Apartments website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

Modify or copy the materials; use the materials for any commercial purpose, or for any public display (commercial or non-commercial); attempt to decompile or reverse engineer any software contained on the Kirra Point Holiday Apartments website; remove any copyright or other proprietary notations from the materials; or transfer the materials to another person or “mirror” the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Kirra Point Holiday Apartments at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

---

## 3. Disclaimer

The materials on Kirra Point Holiday Apartments website are provided “as is”. Kirra Point Holiday Apartments makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Kirra Point Holiday Apartments does not warrant or make any representations concerning the accuracy, likely results, or reliability of

the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

---

#### **4. Limitations**

In no event shall Kirra Point Holiday Apartments or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on this website, even if Kirra Point Holiday Apartments or a Kirra Point Holiday Apartments authorised representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

---

#### **5. Revisions and Errata**

The materials appearing on Kirra Point Holiday Apartments website could include technical, typographical, or photographic errors. Kirra Point Holiday Apartments does not warrant that any of the materials on its website are accurate, complete, or current. Kirra Point Holiday Apartments may make changes to the materials contained on its website at any time without notice. Kirra Point Holiday Apartments does not, however, make any commitment to update the materials.

---

#### **6. Links**

Kirra Point Holiday Apartments has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Kirra Point Holiday Apartments of the site. Use of any such linked website is at the user's own risk.

---

## **7. Site terms of use modifications**

Kirra Point Holiday Apartments may revise these terms of use for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

---

## **8. Governing Law**

Any claim relating to Kirra Point Holiday Apartments website shall be governed by the laws of Australia and Queensland without regard to its conflict of law provisions.