

Privacy Policy

The following statement sets out The Chermside Apartments Pty Ltd policy relating to the collection, storage and use of personal information. Our purpose is to assure anyone who does business with us that The Chermside Apartments Pty Ltd will comply with both the letter and spirit of the Privacy Act 1988.

Compliance with Privacy Legislation

The Chermside Apartments Pty Ltd takes seriously its obligation to safeguard personal information about its customers. This policy formalises and strengthens this commitment to our customers. The Chermside Apartments Pty Ltd complies with the National Privacy Principles (NPPs) in the Privacy Act 1988.

Collection of Personal Information

Personal information is generally defined as information or an opinion that can identify a person. The type of personal information that The Chermside Apartments Pty Ltd may collect from you will depend upon what dealings you may have with The Chermside Apartments Pty Ltd. For example, The Chermside Apartments Pty Ltd may require more information about you that may require to enable you to enter a competition. We collect information from you directly and from your use of our products and services.

Use and Disclosure of Personal Information

The Chermside Apartments Pty Ltd operates a business which handles personal information. In general, our policy is that we only use or disclose personal information for the purpose which was either specified or reasonably apparent at the time we collected it. We may also use or disclose it for any other related purpose for which you would reasonably expect it to be used. If The Chermside Apartments Pty Ltd wishes to use or disclose the personal information in other circumstances it will obtain your consent to do so, other than in exceptional circumstances such as:

- where The Chermside Apartments Pty Ltd reasonably believes it is necessary to protect any person and/or The Chermside Apartments Pty Ltd rights or property; or
- the use is authorised by law or is reasonably necessary to enforce the law (for example, if The Chermside Apartments Pty Ltd is required to disclose the information to regulatory authorities or in response to subpoenas or warrants).

Sharing information with other organizations

The Chermside Apartments Pty Ltd will not sell your personal information to other companies. The only circumstances in which external organisations may be given access to your personal information are when our contractors and service providers are helping us operate our business or provide a service to you (for example, a company which helps maintain our computer systems or sends out our mail). We require these organisations to agree to our Privacy Policy and to strict conditions governing how this information may be used.

Marketing

- The Chermside Apartments Pty Ltd will only send advertising mail to you if:
- you have indicated your consent to receive such mail; or
- where the advertising mail is related to the purpose for which the information was collected; or
- if it would be within an individual's reasonable expectations to receive such mail.

Security of Personal Information

The Chermside Apartments Pty Ltd will take reasonable steps to protect personal information it collects and ensure it is accurate and up-to-date. Your information is held on secure servers or in storage located in controlled environments. The Chermside Apartments Pty Ltd employees are required to maintain the confidentiality of any personal information held by The Chermside Apartments Pty Ltd.

Access to Personal Information

You are welcome to request a copy of any personal information The Chermside Apartments Pty Ltd holds about you. To obtain a copy of the information we have about you, please write to us requesting your information and including your full name, address, booking number, signature etc. A copy of your file will be made available within 30 days. We will inform you if a cost applies to finding the information before we perform this task. Please address enquiries to The Chermside Apartments Pty Ltd, 22 Thomas Street, Chermside, QLD 4032, Australia.

Changing Information

If you wish to change personal information that is inaccurate or out-of-date, you may write to the above address and the record will be changed.

Sending information overseas

The Chermside Apartments Pty Ltd will only transfer personal data overseas in circumstances where information has appropriate protection.

Changes in the Future

The Chermside Apartments Pty Ltd reserves the right to change its Privacy Policy at any time and notify its customers by posting an updated version of the policy on its website.

Additional Information on Privacy

For further information about privacy issues and the protection of privacy, visit the Australian Federal Privacy Commissioner's website at www.privacy.gov.au

Company E-mail Addresses

Electronic addresses are published on this website for professional communications only and do not constitute an invitation to send unsolicited commercial e-mails which are not related to this business.

THE CHERMSIDE APARTMENTS PTY LTD - TERMS OF USE

Ownership

Welcome to the The Chermside Apartments Pty Ltd website.

Access and Use

These are the general Terms of Use for the website, the homepages of which are located at www.thechermside.com.au ("the Website"). When using the Website you must comply with these Terms and Conditions. The Chermside Apartments Pty Ltd may change the Terms of Use at any time so please read these each time you use the Website to ensure that you are kept up to date. If you do not agree with them, you should leave the Website immediately. By continuing to use the Website, you accept the current Terms of Use.

Intellectual Property Rights

The intellectual property rights (including copyright) in all information, text, material, graphics, fonts, icons, code (including HTML), audio, video, photographs, software and advertisements on the Website ("Content") are owned by or licensed to The Chermside Apartments Pty Ltd. The Content is protected by Australian and international intellectual property laws. You must not modify, copy, reproduce, sell, frame, scrape, upload to a third party, create derivative works from, post, transmit or distribute the Content in any way except as expressly provided for on the Website or expressly authorised in writing by The Chermside Apartments Pty Ltd. You may not use a trade mark displayed on the website without written permission of The Chermside Apartments Pty Ltd. Further, you must not make use of any "Meta tags" or other "hidden text" that uses The Chermside Apartments Pty Ltd name or trade mark or product name without The Chermside Apartments Pty Ltd written consent.

Conduct

You may download and view the content of our website for your personal, non-commercial use only. In using the Website and any of the services provided by The Chermside Apartments Pty Ltd, you must not:

- disrupt the operation or security of the Website or those services or any accounts, servers, or networks connected or accessible through the Website;
- use the Website or those services in a way that may harass, annoy or disrupt any third person, including a third person who may receive messages as a result of your use of the Website or those services;
- submit any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent information or material of any kind including without limitation any material constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law;
- submit any material of any kind which violates or infringes the rights of any other person, including material which is an invasion of any privacy rights, which is protected by copyright, trade mark or any other proprietary right without first obtaining the permission of the owner or relevant right holder;
- submit any material of any kind which contains a virus or other harmful component;
- delete any author attributions, legal notices, or proprietary designations or labels in any material that is submitted;
- modify or delete any content on the Website or add any content to the Website; or

- attempt to gain unauthorised access to any part of the Website or those services.

The Chermside Apartments Pty Ltd reserves the right to co-operate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone posting any materials which violate any applicable or relevant law.

Services and Accuracy of Information

The Chermside Apartments Pty Ltd does not warrant that the material or functions contained in the Website or your access to them will be uninterrupted, error-free or free of viruses or any other harmful components. The Chermside Apartments does not warrant or make any representation regarding accessibility, correctness, accuracy, timeliness, completeness, reliability or otherwise in respect of the Website or materials or functions contained on the Website. You expressly acknowledge and agree that The Chermside Apartments Pty Ltd does not control users of the Website and is not liable for their behaviour including any information, defamatory statements or offensive conduct.

Cookies

Cookies are text files that are downloaded to your computer or mobile device when you visit a website. As you browse, cookies gather information about your use of that website. They are then sent back to the originating website each subsequent visit, providing a more enriched experience. The site learns your preferences as you browse. Some types of cookies also perform essential functions, enhancing site experience and functionality.

The Chermside Apartments uses different types of cookies depending on what part of our sites you are visiting and what functions you request of those sites. You can control how cookies are used on your computer or device by changing your browser settings.

If you decide to delete or block certain cookies, your experience on thechermside.com.au may be limited or you may discover that some parts of the website will not work at all, especially where cookies are used for security and fraud detection functions.

Delays

The Chermside Apartments Pty Ltd will not be liable for damage or loss resulting from any delay in operation or transmission, virus, harmful component, communications failure, internet access difficulties or malfunction in equipment or software, howsoever caused.

Links to Other Websites from The Chermside's website

The Chermside Apartments Pty Ltd provides links to other websites but as these linked websites are not under its control, The Chermside Apartments Pty Ltd is not responsible for the conduct of companies linked to its website and we advise you to review the privacy policies of these sites before disclosing your personal information on them.

If the Website is Unavailable

It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use the website or the service is unavailable. We undertake to make all reasonable efforts to ensure that the service you use is available to you during the hours specified by us from time to time but we are not liable to you for or in connection with failure of a service to perform in whole or in part, any function which we have specified it will perform, or the unavailability of a Service to you in whole or in part because of the failure of the communication network, ancillary equipment or any

circumstance beyond our reasonable control; or delays or errors in the execution of any transaction or instruction because of the communication network, ancillary equipment or any circumstance beyond our reasonable control.

Linked Sites and Advertising

You may be able to access third party websites from this Website. The Chermside Apartments Pty Ltd does not make any representations in relation to the content, quality, or reliability of these websites, and The Chermside Apartments Pty Ltd inclusion of a link to them does not imply that The Chermside Apartments Pty Ltd has any relationship or affiliation with them. The Chermside Apartments Pty Ltd is not responsible for the content or practices of third party websites that may be linked to the Website. The Website may also be linked to other websites operated by companies affiliated or connected with The Chermside Apartments Pty Ltd. When visiting other websites, you must refer to each such website's individual terms and conditions of use. The Chermside Apartments Pty Ltd takes no responsibility for third party advertisements which are posted on the Website, nor does it take any responsibility for the goods or services provided by advertisers.

Limitation of Liability

Subject to the following paragraph, under no circumstances will The Chermside Apartments Pty Ltd or any related corporation or their respective directors or employees be liable to you for any losses, damages, liabilities, claims or expenses (including legal costs) whether direct, indirect, or consequential howsoever caused (including, without limitation, negligence) suffered or incurred by you arising out of: use of, or any inability to use the Website or any third party website the Content of this Website or any third party website any services offered or made available to you by The Chermside Apartments Pty Ltd through the Website.

If the Trade Practices Act 1974 (TPA) or any other legislation implies a condition or warranty into these Terms of Use in respect of goods or services supplied by The Chermside Apartments Pty Ltd, and The Chermside Apartments Pty Ltd liability for breach of that condition or warranty may not be excluded but may be limited, the previous paragraph does not apply to that liability and instead The Chermside Apartments' liability for any breach of that condition or warranty is limited to in the case of a supply of goods, The Chermside Apartments Pty Ltd doing any one or more of the following (at The Chermside Apartments Pty Ltd election):

- replacing the goods or supplying equivalent goods;
- repairing the goods;
- paying the cost of replacing the goods or of acquiring equivalent goods;
- paying the cost of having the goods repaired, and in the case of a supply of services, The Chermside Apartments Pty Ltd doing either or both of the following (at The Chermside Apartments Pty Ltd election):
- supplying the services again;
- paying the cost of having the services supplied again.

Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under the TPA or any other legislation which may not be excluded, restricted or modified by agreement.

Termination

The Chermside Apartments Pty Ltd reserves the right to immediately terminate this agreement or your use of, or access to, the Website at any time if The Chermside

Apartments Pty Ltd decides at its sole discretion that you have breached the Terms of Use or any relevant law, rule or regulation or you have engaged in conduct that The Chermshire Apartments Pty Ltd considers to be inappropriate or unacceptable. All restrictions imposed on you, licenses granted by you and all The Chermshire Apartments Pty Ltd disclaimers, limitations of liability and indemnities set out in the Terms of Use will survive any termination.

Indemnity

The Chermshire Apartments Pty Ltd relies on your continued observance of these Terms of Use. If The Chermshire Apartments Pty Ltd suffers any loss or damage or incurs any costs in connection with any breach of these Terms of Use or any other legal obligation then you agree to indemnify The Chermshire Apartments Pty Ltd for those losses, damages and costs.

Miscellaneous

These Terms of Use apply to the full extent possible in relation to the supply by The Chermshire Apartments Pty Ltd of any content or services for a wireless application protocol service ("WAP service"), a short messaging service for mobile phone users ("SMS service") and personal digital assistant service ("PDA service"). These Terms of Use will be governed by and construed in accordance with the laws of Queensland, Australia. You irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland. If any provision of these Terms of Use is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the terms which will continue in full force and effect.

Privacy

Please review our Privacy Policy (above), which also governs your visit to the website. All rights not expressly granted herein are reserved.