

Terms of Use

In these Terms of Use, “**we**” and “**us**” refers to Blackbird Property Management Pty Ltd ABN 61 633 355 245 and “**you**” refers to any individual who accesses this website. Our Privacy Policy also applies to your use of this Website and is incorporated into these Terms of Use.

Accepting our terms and conditions

When you use and access our website (**Website**) you agree to comply with the then current Terms of Use. Each time you use our Website, you should revisit these Terms of Use. Your use of the Website constitutes your acceptance of the Terms of Use. If you do not agree to be bound by the Terms of Use, you should not use or access our Website.

Use of our Website

We maintain our Website to provide you with information about our business, to connect with you and to provide general information and relevant content that you may be interested in. We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Website in accordance with these Terms of Use. All other uses are prohibited without our prior written consent.

Content on our Website is provided solely for general information purposes and on a no liability basis. The information we provide is not intended to be comprehensive, does not take into account your individual circumstances, is not legal, financial or taxation advice, and should not be used as a substitute for such advice. Transactions that you undertake in connection with our services may have legal, financial and taxation implications which require you to obtain professional advice. We do not promise that the information published by us is correct, complete or up to date. You should seek professional advice which takes into account your individual circumstances before acting on any information.

You must not use the Website for any purpose other than its intended purpose. When using the Website, you must not act fraudulently, or provide us with false, inaccurate, infringing or misleading information. You must not use the Website in a manner which could damage, disable, overburden or impair the Website or interfere with any other user’s use and enjoyment of the Website. You must not transmit viruses or other disabling features, or damage or interfere with our Website using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Website.

You must not do anything which we consider inappropriate or which might bring us into disrepute including (without limitation) using our Website to in any way defame, harass, threaten, menace or offend any person, breach any person’s privacy or any other legal rights, interfere with any other user of our Website or do anything which may breach a law or court order.

No Offer

All requests for engagement of our services are subject to acceptance by us in our absolute discretion. Our Website is not to be construed as an offer to you to perform any services. If we agree to undertake services for you, you will be offered a written engagement. This is not binding on us until we sign it or otherwise advise you that we agree to perform services for you and on what terms.

Fees

Prices for our products are subject to change at any time without notice. The price that applies will be advised at the time of engagement. If there is any error in that price, we reserve the right to refund all amounts paid by you and cancel your order.

We do not offer refunds or exchanges for change of mind.

Incorrect Listings

Blackbird Property Management Pty Ltd's liability for any incorrect advertisements, listings or descriptions is limited to amending or withdrawing that listing or description once made aware of it. If such error or misdescription is material, Blackbird Property Management Pty Ltd may agree to refund any amounts paid by a claimant in full and final satisfaction of any claims.

Who owns the Intellectual Property?

Blackbird Property Management Pty Ltd is the sole owner of the Website and all intellectual property rights associated with the Website (including copyright in its content, and ownership or a licence of all logos, images and source code). You may not copy, reproduce or modify any part of our Website for any purpose except where we give you our prior written consent.

If you submit any content to us, you agree that you provide us with a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use such content in our discretion including for our own marketing purposes. This applies to any photographs of any property which you provide.

Security of the Website

You are solely responsible for any information that you transmit to us. Whilst we use our best endeavours to maintain the security of the Website, we do not make any guarantees as to the security of the Website, our records, or any information you submit to us. We exclude all liability for any computer virus or technological problems or other loss that you may suffer as a result of the browsing or downloading of any files from our Website, or from any data breach, compromise or misuse of your data that is provided to us in connection with the Website.

In order to use the Website, you need to connect to the internet and you are solely responsible for your connection and all fees associated with such connection/access.

Your account

You are able to browse the Website as an unregistered user. We will require you to set up an account to gain access to parts of the Website. You are responsible for keeping your account details and your username and password confidential and you will be liable for all activity on your account, whether or not you authorised such activities or actions. You should notify us immediately of any unauthorised use of your account.

Liability and Indemnity

Our Website and our content is provided "as is" and we make no representations or give any warranties or guarantees as to the suitability, accuracy, completeness, fitness for purpose, non-infringement of third party rights or quality of the Website for any particular purpose. We do not guarantee that access will be uninterrupted, error-free or free from viruses or that our Website is secure. We do not guarantee that our products, services or information will meet your expectations or requirements even if you informed us of those.

We may at any time alter, remove or discontinue our Website or parts of our Website without notice to you. Our Website may be offline for indeterminate periods of time and you release us from any liability for its unavailability. Our content is subject to change without notice. We do not undertake to keep our Website up to date and we are not liable if our content becomes inaccurate or out of date after posting.

Your use of and access to the Website is at your own risk and we exclude all liability of any kind, howsoever arising, including without limitation consequential loss such as lost profit, lost opportunity, lost revenue, lost data, losses resulting from security failure, or any indirect or consequential loss resulting from your use of the Website. Where we cannot completely exclude liability, our total liability is limited to the cost of re-supplying the relevant product or services, or refunding the amount paid by you in connection with the product or services, or if you have not paid us any amounts, then \$100.

You agree to indemnify us, our officers, personnel and our related entities from and against all claims and losses including without limitation those from third parties, which we may incur in respect of any negligence, misuse of the Website, other act or omission, or any breach of these Terms of Use by you.

Our Website may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve and are not responsible for the content on those websites. You should make your own investigations with respect to the suitability of those websites. If you do not agree with the privacy policies or other features of third party services, you may not be able to use our services as those third party platforms are necessary for us to provide our services.

Applicable Law

You must be 18 in order to use our Website.

Your use of our Website is governed by the laws of New South Wales, Australia. Nothing in these Terms of Use is intended to exclude your statutory rights as a consumer under the Australian Consumer Law.

Our Website may be accessed throughout Australia and overseas. We make no representation that our Website complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Website from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Website.

If a provision of these Terms of Use is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to make it valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is to be severed from these Terms of Use without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms of Use.

How are changes made to these Terms of Use?

We may amend these Terms of Use from time to time, with or without notice to you. We recommend that you visit our website regularly to keep up to date with any changes.

These Terms of Use were last updated on 16 February 2023.