Terms & Conditions

Last updated: 30 October 2026

These terms apply to your use of www.blackbirdthirroul.com (the "Website") operated by Una Charbel Pty Ltd (ABN 30 691 828 298), trading as Blackbird Café Thirroul ("Blackbird", "we", "us", "our"). By using the Website you agree to these terms. If you do not agree, please do not use the Website.

1. About the Website

The Website provides information about our café at 3/2 McCauley St, Thirroul NSW 2515, including our catering services, and lets you prepare an enquiry email to us. Information on the Website is general in nature. Menus, prices, opening hours and availability may change without notice.

2. Catering enquiries

- **How the form works.** The catering enquiry form opens a draft email in your own email app, addressed to us. Your enquiry is only sent when you send that email. We do not receive or store anything you type into the form on the Website.
- **An enquiry is not a booking.** Sending an enquiry does not guarantee that we can cater for your event. A booking is only confirmed when we confirm it with you in writing (including by email or message).
- **Quotes and pricing.** Quotes, packages and sample menus are estimates based on the information you give us. Final pricing, menu, quantities, delivery or pick-up arrangements, deposits, payment terms and cancellation terms will be agreed when we confirm your order, and may be set out in our quote or confirmation.
- **Accurate details.** Please give us accurate and complete details, including guest numbers, the event date, time and location, and dietary requirements.

3. Allergens and dietary requirements

We offer gluten-free options and try to accommodate dietary requirements where we can. However, our kitchen handles common allergens including gluten, nuts, dairy, egg, soy and sesame, and we cannot guarantee that any item is completely free from allergens or traces of them. If you or your guests have a severe allergy or medical dietary need, you must tell us clearly when you enquire and confirm the details with us before your event. Guests are responsible for making their own decisions about what they eat.

4. Your use of the Website

You agree to use the Website lawfully and not to:

- submit false, misleading or abusive enquiries;
- attempt to interfere with, damage or gain unauthorised access to the Website or its systems; or
- copy, scrape or reuse Website content for commercial purposes without our written permission.

5. Intellectual property

The Website and its content, including the Blackbird name and logo, text, photographs and design, belong to us or are used with permission, and are protected by copyright and other laws. You may view and print pages for your personal use, but you may not reproduce or distribute them without our written permission. Customer reviews shown on the Website remain the property of their authors.

5A. Third-party websites

The Website links to third-party sites and services such as Google Maps, Instagram and Facebook. We do not control those sites and are not responsible for their content or practices. Using them is at your own risk and subject to their terms.

6. Disclaimer

We aim to keep the Website accurate and available, but we do not guarantee that it will be error-free, uninterrupted or always up to date. Information on the Website is provided "as is" for general information.

7. Limitation of liability

Nothing in these terms excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law or any other law that cannot be excluded. Subject to that, and to the extent the law allows, we are not liable for any indirect or consequential loss arising from your use of, or inability to use, the Website. For goods and services supplied by us, where our liability can be limited by law, it is limited (at our choice) to supplying the goods or services again or paying the cost of having them supplied again.

8. Privacy

Your personal information is handled in accordance with our Privacy Policy.

9. Changes

We may update these terms and the Website at any time. The current version is always available on this page, and your continued use of the Website after a change means you accept the updated terms.

10. Governing law

These terms are governed by the laws of New South Wales, Australia. You and we submit to the non-exclusive jurisdiction of the courts of New South Wales.

11. Contact us

Una Charbel Pty Ltd (ABN 30 691 828 298)
Trading as Blackbird Café Thirroul
3/2 McCauley St, Thirroul NSW 2515

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Phone: 0437 845 376