
TERMS AND CONDITIONS OF MONEY BACK GUARANTEE

1. We, Our or Us means Hugh Reilly Real Estate. You or Your means you the property owner, of a property managed by Us. The Offer means Our Money Back Guarantee, offered as per the Terms and Conditions. Claim Period means the period commencing the first day We manage any property on Your behalf and ending 6 months later. Owner means all owners of a property. Terms and Conditions means the terms and conditions contained in this document. A Qualifying Event means an event that occurs during the Claim Period, whilst We are managing Your property, whereby We fail to follow Your prior written instructions within a reasonable period that results in You suffering a loss of rental income or We have failed to reasonably manage Your property that results in You suffering a loss of rental income.
 2. The Money Back Guarantee means We are prepared to offer a refund of management fees (exclusive of GST) if You can demonstrate a Qualifying Event has occurred to You but only if certain conditions are met, namely:
 - a. An application is made in writing by You and is received by Us within the Claim Period;
 - b. No previous application has been made by You – the Offer is limited to one claim per Owner(s), regardless of how many properties We may manage for You;
 - c. The refund of management fees only applies to the actual management fees (excluding GST) You have paid to Us during the Claim Period;
 - d. If your application is approved by Us, payment of the refund will be in full and final settlement of any claim You may have against Us in association with the management of Your property;
 - e. The application must be signed by each Owner and applications will not be accepted from third parties on behalf of an Owner;
 - f. Our decision on each application is final and binding on each Owner and no correspondence will be entered into.
 3. For successful applications, We will endeavour to provide You the refund within thirty (30) days of receiving Your complete application. The refund will either be deposited into the bank account nominated by You or posted to You via cheque, at Our discretion.
 4. We reserve the right to request more information from You relevant to the Qualifying Event or any other aspect of the application. Verification that a Qualifying Event has occurred is at Our discretion, whose decision is final. We reserve the right to decline any application which includes false information, a failure of sufficient information to support the application or that We consider may involve You conspiring with others to gain an unfair advantage or who is otherwise involved in any way of manipulating, interfering or tampering with the Offer. Applications are void if they are forged or tampered with in any way.
 5. We reserve the right to change these terms and conditions or discontinue the Offer at any time. If We discontinue the Offer, We will still honour the Offer for all successful applications lodged with Us before the Offer was discontinued.
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- 6.** You agree and acknowledge that You have read these Terms and Conditions and Your application is deemed to be acceptance of these Terms and Conditions. Applications must comply with these Terms and Conditions to be valid. The Terms and Conditions must be construed by the laws of Queensland.
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