**HER Food and Wine Club**
**Terms of Service**
**ABN: 74 798 228 525**
Effective Date: 14th May 2025

**1. Introduction**

These Terms of Service ("Terms") govern your use of HER Food and Wine Club ("HER", "we", "us", "our"), including access to our website (www.herfoodandwineclub.com.au), any member platform, member events, digital content, and partner perks (together, the "Service").

By accessing or using our Service, or purchasing a membership, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must not use the Service.

We reserve the right to update these Terms at any time. We will notify you of any significant changes, and your continued use of our services constitutes your acceptance of those changes.

**2. Services**

HER Food and Wine Club offers members:

* Access to exclusive food and wine events
* Complimentary or discounted partner offers
* Access to a member platform and digital membership card
* Invitations to curated social and culinary experiences

We may change, suspend, or remove parts of the Service at any time without notice. Member benefits are subject to availability and may vary by location or partner.

**3. Membership and Accounts**

You must be 18 years or older to join HER Food and Wine Club.

By purchasing a membership, you agree to:

* Provide accurate and up-to-date information
* Maintain the confidentiality of your login credentials
* Be responsible for any activity under your account

We reserve the right to terminate or suspend your account if you violate these Terms or misuse the Service.

**4. Membership Tiers and Renewals**

HER Food and Wine Club offers two types of annual memberships:

* **Classic Membership ($99/year)**
* **VIP Membership ($139/year)**

Memberships are valid for 12 months and automatically renew unless cancelled at least 14 days prior to renewal. You can manage your renewal settings or cancel by contacting us at her@herfoodandwineclub.com.au

**5. Refunds and Cancellations**

Refunds will only be provided in accordance with Australian Consumer Law (ACL). We do not offer refunds for change of mind, missed events, or unused benefits. In the event of a major failure in service delivery, we will provide a remedy as required by law.

**6. Partner Offers and Events**

Many member benefits are delivered by third-party partners. While we vet our partners carefully, HER is not responsible for:

* The availability or quality of third-party products or services
* Changes or cancellations by partner venues

You must present your digital membership card to redeem offers. Offers may be limited by time, location, or usage.

**7. Conduct**

HER Food and Wine Club is a respectful, inclusive community. By participating, you agree to:

* Engage respectfully with staff, partners, and members
* Refrain from offensive, discriminatory, or abusive behaviour
* Comply with all applicable laws and venue policies

HER reserves the right to revoke your membership without refund if you breach this code of conduct.

**8. Intellectual Property**

All content on our website and promotional material (text, images, branding) is the intellectual property of HER Food and Wine Club or its licensors. You may not copy, modify, or distribute this content without permission.

**9. Privacy**

We collect and use personal data in line with our Privacy Policy, which complies with the Privacy Act 1988 (Cth). You can access, correct, or request deletion of your data at any time.

**10. Limitation of Liability**

Nothing in these Terms limits your rights under Australian Consumer Law. To the extent permitted by law:

* HER Food and Wine Club excludes all liability for indirect, incidental, or consequential loss
* HER Food and Wine Club is not liable for issues arising from third-party partners or events

If liability cannot be excluded, it is limited to the resupply of services or the cost of resupply.

**11. Maintenance and Downtime**

From time to time, the Service may be unavailable due to maintenance or technical issues. We will endeavour to notify members where possible, but are not liable for any interruptions.

**12. Disputes and Complaints**

If you have a concern, please contact us at her@herfoodandwineclub.com.au We aim to resolve issues promptly. You also have the right to contact the ACCC or your state Fair Trading body.

**13. Governing Law**

These Terms are governed by the laws of Queensland, Australia. Any disputes will be resolved in Queensland courts.

For any questions, please contact us at her@herfoodandwineclub.com.au