

MEMBERS' CLUB RULES ("Club Rules")

The Brody House Group, Vörösmarty utca 38, 1064 Budapest, Hungary
www.brodyhouse.com

IMPORTANT NOTICE:

MEMBERSHIP OF BRODY HOUSE AFFORDS ACCESS TO A CLUB AS WELL AS A POSITIVE AND CREATIVE COMMUNITY. THESE CLUB RULES HAVE BEEN PREPARED IN ORDER TO SAFEGUARD THE INTEGRITY AND VALUE OF THIS COMMUNITY. BY BECOMING A MEMBER (IRRESPECTIVE OF CATEGORY) EACH PERSON UNDERTAKES TO ABIDE BY THESE CLUB RULES AT ALL TIMES.

1. PREAMBLE

- 1.1 Brody House Group (the "**Group**") owns and operates the following venues (the "**Venues**") in Budapest, Hungary:
 - 1.1.1 Brody House sited at Brody Sándor utca 10, 1061 Budapest ("**Brody House**"),
 - 1.1.2 Brody Studios sited at Vörösmarty utca 38, 1064 Budapest ("**Brody Studios**"),
 - 1.1.3 Brody Apartments sited at Paulay Ede utca 16, 1061 Budapest ("**Brody Apartments**") and
 - 1.1.4 Brody ArtYard sited at Vasvári Pál utca 16., 1061 Budapest ("**Bordy ArtYard**").
- 1.2 The Group established a private members' club (the "**Club**") in order to encourage original artistic and creative talent as well as provide social opportunities for people interested in art, design, architecture, literature, media or entertainment in Budapest.
- 1.3 All members of the Club (the "**Members**") may access the Venues subject to the opening applicable times and other licensing restrictions that may apply subject always to adherence to these Club Rules.
- 1.4 The Club organises regular social and cultural events for Members in Budapest at the Venues and, on occasion, at external locations.
- 1.5 The Group has also established formal affiliate relationships with the following twelve international private members' clubs (the "**Affiliates**"):
 - 1.5.1 London: [The Groucho Club](#), [The Hospital Club](#), [The Lansdowne](#) and [The South Kensington Club](#)
 - 1.5.2 New York: [Norwood House](#)
 - 1.5.3 Toronto: [The Spoke Club](#)
 - 1.5.4 Athens: [Salon de Bricolage](#)
 - 1.5.5 Hong Kong and Shanghai: [The Kee Club](#)
 - 1.5.6 Sao Paulo: [Tofiq House](#)
 - 1.5.7 Buenos Aires: [The Clubhouse](#)
 - 1.5.8 Madrid: [Club Matador](#)
 - 1.5.9 Auckland: [Seafarers](#)
- 1.6 Access to any of the Affiliates will be limited to valid paid up International Members as defined below.

2. CLUB MEMBERSHIP

- 2.1 Grant of Club membership ("**Membership**") is entirely discretionary and will be regulated by the Club's management as represented by a secretary (the "**Membership Secretary**").
- 2.2 All Club memberships are personal, non-transferable and will be granted for 6 or 12 months periods starting on the day of confirmed receipt of payment unless otherwise specified by the Membership Secretary. Each membership will be renewed by the Membership Secretary on a discretionary basis. Every Member undertakes to abide (and ensure each of their guests abide) by these Rules and any other requirements imposed by the Club as a condition of Membership.
- 2.3 Members must be 18 years of age or older and may be a **Local Member** or an **International Member** and categorised as one of the following:



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BRODY
ART
YARD
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- 2.3.1 **Regular Paying Member:** Regular Members must have been proposed for Membership and will, upon approval by the Membership Secretary and payment of their subscription in full, enjoy the benefits of Membership. Regular Paying Members fall into the following sub-categories:
- "Students": subject to providing valid student status
 - "Young & Thrusting": under the age of 40
 - "Still Thrusting": over the age of 40
- 2.3.2 **Sing For Your Supper:** Complimentary membership may be granted on account of someone's creative, artistic or other tangible contribution to the Club and enjoy the same rights and privileges as any other Member but will not be liable to pay a subscription for the relevant calendar year.
- 2.3.3 **Somebody Loves You:** The Membership Secretary may exercise his/her discretion grant someone complimentary membership on account of their outstanding contribution to Club life.

3. APPLICATION PROCEDURE

- 3.1 Applications for Membership are made by completing an application form either in hard copy or online and shall be submitted to the Membership Secretary for consideration. All applications for Membership must have proposers and seconders from existing Members.
- 3.2 The Club and the Membership Secretary retain full discretion as to whether or not to consider an application for Membership and shall not be required to provide reasons for declining to consider an application or grant Membership to anyone.
- 3.3 It is the Club's strict policy not to deny membership to any applicant on account of race, creed, colour, religion, national origin, sex, sexual orientation, disability or marital status.
- 3.4 In the event of an application being considered by the Club, the applicant will be informed of the Club's decision in writing and all applicant information will be treated in the strictest confidence.

4. PAYMENT

- 4.1 The Club will set the membership subscription fees annually and all Members will be advised as to quantum and methods of payment.
- 4.2 The Club will maintain systems to enable Members to pay subscriptions by cash or electronic transfer for which receipts will be provided and sales tax or VAT charged as appropriate.
- 4.3 Failure to pay subscriptions punctually will be reprimanded by the Club and the Club has total discretion to terminate somebody's Membership for failure to pay subscriptions taking into account but never obligated to accept mitigating factors.

5. RECORDING MEMBERSHIP

- 5.1 The Club will maintain a central register of all Members. The Club reserves the right to ask Members to confirm their identity whenever they are at a Venue or event for Members wherever it may be taking place.
- 5.2 The Club may (but shall not be obligated) to provide membership cards to Members for the purpose of identification and securing access to the Venues and, where appropriate, membership benefits from affiliates and third party suppliers.

6. RESIGNATION



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6.1 Any Member wishing to resign his/her membership may do so at any time by writing to management although membership fees are non-refundable.

7. GUESTS

7.1 Members may bring a maximum of six (6) guests to any of the Venues free of charge. A member may bring more than six (6) guests upon prior arrangement with the Membership Secretary.

7.2 The Club must be informed of guests' names upon arrival and all guests must be signed in.

7.3 Members will be fully responsible for their guests whilst they are enjoying the facilities of one of the Venues or attending a Club event wherever it may be.

8. (MIS)CONDUCT

8.1 Complaints of misconduct or misbehaviour should be made in writing to the Club which will give full and fair consideration to all views and grievances.

8.2 The Membership Secretary or any representative of the Club may exclude any Member or guest whose behaviour he/she considers in his/her discretion to amount to misconduct. The Club has the right to exclude any guest without stating a reason.

8.3 Should a Member infringe the Rules or any requirement of the Club or make him or herself obnoxious to another Member or any Club staffer or be considered guilty of misconduct, he or she may be required to furnish an explanation to the Membership Secretary and/or risk disciplinary action, including expulsion from the Club and immediate forfeiture of all privileges of Membership.

9. DISCIPLINARY ACTION & EXPULSION

9.1 Conduct that is prejudicial to the reputation and character of the Club may result in expulsion. Such conduct may include violent or abusive behaviour, the endangerment of the safety of others and the communication of such information concerning the Club, member or their guests' affairs to the media or through any public forum.

9.2 Any decision related to expulsion shall be at the sole discretion of the Club. Deliberations thereon shall be in the strictest confidence and no reasons shall be issues for any decision.

9.3 An expelled Member shall cease to be a member when the Club's decision is communicated and may not return to the Club in any capacity.

10. ILLEGAL SUBSTANCES / DRUG POLICY

10.1 No Member shall use, ingest, possess or distribute illegal drugs, or use, possess or distribute any drugs in an illegal manner at any Venue or while attending a Club event. Any Member found to be in violation of this policy will be asked to leave immediately and may have their membership revoked with immediate effect and no right of appeal.

10.2 Members are responsible for their guests' behaviour at all times and if a guest is found to be in violation of this policy they will be asked to leave immediately. The Member who signed in the offending guest will be subject to the Club's rules and runs the risk of his/her membership being revoked.

11. PROPERTY

11.1 Any Member who removes, damages or destroys any article or property belonging to the Club, a Venue or provider of event premises, another Member or guest shall be liable to expulsion.



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12. CONFIDENTIALITY

- 12.1 It is understood that, unless agreed otherwise, matters raised in conversation between Members and between Members and guests are not to be used for commercial or journalistic purposes.
- 12.2 Unless clearly sanctioned in writing by the Club, the communication of information concerning any aspect of the Club or its members to the media is not permitted and is a disciplinary offence.

13. RECIPROCAL ARRANGEMENTS

- 13.1 In addition to the Affiliates listed under clause 1.5, the Club may enter into reciprocal arrangements with other clubs and bodies on such terms as it shall decide from time to time and any such arrangements may be terminated or modified by the Club.
- 13.2 Visits to the reciprocal clubs are not unlimited, all intended visits must be first announced to the Membership Secretary at least 48 in advance so the Membership Secretary can connect the Member with the relevant partner club.

14. CAMERAS, RECORDING EQUIPMENT, MOBILE PHONES

- 14.1 Mobile phones, cameras and recording equipment may be used by Members in the Club or at any of the Venues subject to considerations of courtesy and privacy at all times.
- 14.2 Particularly in relations to public figures and celebrities failure to adhere to the courtesy requirement in 14.1 will be taken seriously and may result in disciplinary actions.

15. SUGGESTIONS

- 15.1 Any Member may suggest ways in which any aspect of the Club might be improved by sending an email to the Membership Secretary (membership@brodyhouse.com).

16. DISCLAIMER

- 16.1 Loss or injury to any Member or to any guest or to any goods or property of theirs, in the Club or on the premises of a Club event, shall not give rise to any claim against the Club, the Venue, provider of a Club event premises or any employee or affiliated person.

17. INTERPRETATION OF THE RULES

- 17.1 In the event of any dispute arising as to the meaning or interpretation of the Rules, the matter shall be referred to the Club's owners, whose decision shall be final.
- 17.2 The Club has the right to amend the Rules from time to time as required by applicable law or as it sees fit and all Members shall be bound accordingly.



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