



**MAGNET HOUSE
VIP MEMBERSHIP
RULES**
**1ST JAN 2021 -
31ST DEC 2021**



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1. PRELIMINARY

1.0 Membership of Magnet House

Membership is for the venue referring to Magnet House at 393 Murray Street, Perth WA 6000. Other clubs such as Amplifier, Edison and any future venues within the 393 Murray Street complex is excluded from the membership

1.1 Number of Members

The number of members will not exceed 100 persons. Patrons wishing to become a Member above this number will be placed on a waiting list should a spot become available.

1.2 Members Register

(a) The members register must be maintained by Magnet House management.

(b) A person will be entered in the Member's register after they have paid the fee payable on their election to membership

(c) The Member's Register must contain the following information:

- (i) the full name, residential address and date of birth of each Member as notified to Magnet House from time to time;
- (ii) The date on which the Member's name was entered into register
- (iii) Particulars of payment of most recent fees payable by each Member
- (iv) The number of each Member's Membership Card

(d) Magnet House must keep the Members' Register at the Venue's Premises.

1.3 Applicant Requirements

Successful Applicants of Magnet House membership must attain the age of 18 years or older and not have an existing ban on Scantek.



2. MAGNET HOUSE MEMBER VALUES & STANDARDS

**Be KIND,
Be FUN,
Be FABULOUS!**

2.0 Inclusion and diversity

Magnet House is described as “A mecca of dance and diversity” meaning that such members will respect and value inclusive behaviour, which includes but not limited to respecting patrons of all Sex, Genders, Age, Race, Religious Views, Socio-status and political views. Magnet House does not tolerate aggressive, antisocial, homophobic, transphobic, racist or sexist behaviour of any sort.

2.1 Dance-floor debauchery

Shine on the dance floor, the dance floor is designed to be enjoyed immensely. Just be aware of those around you and treat all with respect.

2.2 Dress code

Wear your gorgeous, glittering best and enclosed shoes

2.3 Social media use

As VIP Members, we encourage the use of Social Media. As VIP Members you are also seen as Ambassadors to promote a positive image. VIP Members are encouraged to act on the following:

(a) Do not video, film or take photos that place staff, the venue, other patrons or yourself in a negative light.

(b) If an image, write up or video posted by Magnet House or another patron that is of inappropriate nature, we ask that VIP Members contact the Facebook page, Instagram or hello@magnethouse.com.au email address, before contacting the owner of the post or commenting directly. Internet trolling and social media arguments do not align with our standards.

(c) Have fun! Post about your experiences and what you love about the Magnet House brand.

2.4 Restraint from Violent and Abusive Behaviours

We love people who are passionate and positive, please speak good, do good and vibe good. Violence either physical or verbal, other forms of misconduct or threatening behaviour will not be tolerated and Members involved may be subject to Rule 6.

Please leave all security matters to our security team, even if you are trying to help out. Do not get involved or try to assist. We take the safety of our team and patrons extremely seriously and our security team are trained to work together to provide a safe environment in which you can party and have fun.



3. EXCLUSIVE ACCESS TO MAGNET HOUSE

As Members you will have exclusive access to:

3.0 VVIP Entry

As Members you will have access for yourself and 3 guests to jump to the front of the VIP line and gain entry, free of charge, on all regular operating nights and whilst the venue is open to patrons; Wednesday, Friday and Saturday. Please note the following:

(a) Whilst Members will be well acquainted with the Magnet House team throughout the Membership, Members are still required to present both their; VIP Membership Card and a Government Issued form of identification. The Member will also be required to Scan their ID through Scantek, in accordance with Liquor Control Act (1988). The Member must not:

- (i) Have an existing ban on Scantek database.
- (ii) Be restricted from attending licensed premises by any Government entity.

(b) Although the aim is to get you and 3 guests to walk straight through, if we are at capacity, there may be a wait time.

(c) In regard to Liquor Control Act (1988) security, management and staff of Magnet House can refuse entry based on intoxication or other such inappropriate activities.

(d) Regular operating nights exclude ticketed events, Public Holidays, Private Functions and other such events, unless specified and approved by Capitol Corp management prior to arrival. Magnet House reserves the right to refuse entry based on specialty nights.

3.1 VVIP Entry for guests

Guest are defined as person(s) of social relations attending the venue alongside your attendance, Guests must regard the following:

- (a)** Must be 18 years of age or older;
- (b)** Must supply Government Issued Identification proving age and identity, that is to be scan through Scantek upon arrival, in accordance with Liquor Control Act (1988);
- (c)** Be of good nature and align with the values and standards as described in Rule 2;
- (d)** Not have an existing ban on Scantek database;
- (3)** Not redeem entry without your attendance;
- (f)** Security, management and staff have the right to refuse entry in regard to Liquor Control Act (1988); and
- (g)** Must not exceed the 3 person(s) per night limit, unless with Booth Package purchased.

3.2 Cloaking service

As a VIP member, you and your three guests will have access to our cloaking service, free of charge, for no more than (2) items per person. Failure to pick up your item at the end of the night, will require you to follow the usual Lost Property process and will need to present the Cloaking ticket to receive your items.



3. EXCLUSIVE ACCESS TO MAGNET HOUSE (Continued)

3.3 20% off Booth packages

VIP Members will get access to 20% off Booth Packages, when purchasing the base 10 person booth package or higher. VIP Members must regard the following when applying for the 20% discount on booth packages;

(a) The VIP Member must not commandeer an existing booking under a name different to the VIP Member, to apply the discount, unless no deposit has paid for the booking.

(b) The 20% off discount applies to add-ons when purchased on top of regular booth packages and is booked and paid for at least 24 hours prior to the event date.

(c) The 20% off discount does not apply to regular beverages and over the bar purchases.

(d) The 20% off discount does not apply to bottle service, when purchased without a package.

(e) Magnet House will aim to provide further value adds or discounts greater than 20%, on booth packages from time to time. At time of these offers, Magnet House reserves the right to not allow the offer and the VIP Member discount to be used in conjunction.

(f) The VIP Member must be in attendance for the booth package with the 20% off discount, unless notified and agreed with Magnet House management prior to the event.

(g) Booth Packages with the 20% discount, absorb the entry as described in Rule 3.0 and Rule 3.1.

3.4 Other

Magnet House will endeavour to build and improve on the membership programme and may provide additional benefits to members from time to time. Notification of additional benefits will be sent via email, as described in the Member's register.



4. GENERAL RIGHTS OF MEMBERS

4.0 Member's Membership Card

- (a)** Each Member who has paid their fees, as and when they fall due are entitled to a Membership Card.
- (b)** The Membership Card will record such details and matters as determined by Magnet House management from time to time.
- (c)** The Membership Card will entitle the Member access and entry as described in Rule 3.
- (d)** Membership Cards are personal to the Member to whom they are issued. Membership Cards are not transferable and may not be used other than by the Member to who they are issued.

4.1 Misuse of Member's Membership card

- (a)** A Member must:
 - (i) not allow any other person to use the Member's Membership Card for any purpose;
 - (ii) take all reasonable precautions to ensure no other person uses that Member's Membership Card; and;
 - (iii) not misuse or permit misuse with guest access, as stated in Rule 3.1.
- (b)** Any card which is used by a person not entitled to that card to gain or attempt:
 - (i) entry to Magnet House;
 - (ii) other benefits in Rule 3;

May be impounded by any authorised employee of Magnet House and retained by Magnet House until such time that Magnet House management directs that Card to be returned to the Member or otherwise disposed of.

4.2 Rights are personal

The rights of each Member are personal to that Member and will not be transferred to another person.

4.3 Production of Membership Card and Verification of identity

- (a)** A Member must, on request of a gatekeeper or a person duly authorised by Magnet House, produce the Member's Membership Card for inspection by that person at any time while within or seeking to gain entry or use of benefits.
- (b)** When a request is made under Rule 4.3(a) the gatekeeper or authorised person may request further information from the Member for the purposes of verifying the Member's identity and entitlement to Member benefits.

4.4 Arrangements for Special Events and Charges for some functions

- (a)** Magnet House may from time to time agree special arrangements with a hirer of the venue for a Special Event. Arrangements may include:
 - (i) The Members do not have VIP access for the duration of the Special Event; or
 - (ii) Access to VIP entry is subject to purchase of tickets to attend the Special Event,
 - (iii) Provided that Magnet House will, where possible, seek that Members are provided with a priority opportunity to purchase tickets to such Special Events.
- (b)** Magnet House may set a charge for entry into Magnet House from time to time and notify to members in relations to functions which are not regular operating nights.

4.5 Regulation of entry

Notwithstanding anything in these Rules, Magnet House management may give such directions as it sees fit regarding the entry of persons to whole or part of the venue.



5. FEES & SUBSCRIPTION

5.0 Obligation to pay Fees

(a) Each Member must pay the Fees as relevant to their Membership as and when they fall due.

(b) A newly elected Member is not entitled to any of the rights of a Member until the Member has paid all Fees payable by the Member on that Member's election.

5.1 Membership Fee

The 2021 Membership year comes to AUD \$1,000.00 inclusive of GST and include benefits from 1st January 2021 – 31st December 2021.



6. RESIGNATION SUSPENSION OR EXPULSION OF MEMBERSHIP

6.0 Resigning from Membership

A Member may resign their Membership by giving written notice to Magnet House. Member's resigning from VIP Membership will not be entitled to any refund of Fees.

6.1 Obligation to notify indictable offence

(a) A Member must notify Magnet House as soon as reasonably practicable, and in any event within 14 days, if the Member is convicted of any indictable offence.

(b) The notification under Rule 6.1(a) must:

- (i) be in writing; and
- (ii) include details of the indictable offence of which the Member has been convicted, together with the punishment or sanction received by the Member, together with the punishment or sanction received by the Member as a result of that conviction.

6.2 Misconduct of Members

(a) An allegation that a Member has:

- (i) Wilfully infringed on any of the Rules;
- (ii) Breach of Rule 4.1(a);
- (iii) Breach of Rule 6.1;
- (iv) Been convicted of an indictable offence;
- (v) Behaved, or a guest of that Member has behaved, in an unbecoming or dishonourable manner inside or outside the venue; or
- (vi) Acted in a manner prejudicial to the interests of Magnet House

6.2 Misconduct of Members (Continued)

Must be investigated by the person appointed from time to time by Magnet House to act as the Member disciplinary officer and then referred to Magnet House management.

(b) Where allegation has been referred to the Magnet House management under Rule 6.2(a), the Member must be notified in writing by the Magnet House management:

- (i) that an allegation has been made against the Member;
- (ii) the substance of the allegation; and
- (iii) the date and time by which the Member may provide written representation in accordance with Rule 6.2(c).

(c) A Member against whom an allegation has been made, may make written communication to the Magnet House management, which must be delivered to hello@magnethouse.com.au before the date and time notified to that Member in the notice issued under Rule 6.2(b).

(d) Magnet House management must investigate all allegations referred to it under Rule 6.2(a). Must include at least (1) Magnet House manager and (2) Magnet House employees, third party security service employed on the night of the allegation or other Magnet House managers.

(e) If after its investigations and satisfied that be an allegation is established, Magnet House management may motion do one or more of the following:

- (i) expel the Member from VIP Membership;
- (ii) suspend the Member as a Member of the VIP Membership for a period as may be determined;
- (iii) impose such restrictions on the rights that the Member may enjoy while remaining a Member of the VIP Membership, as may be determined;
- (iv) reprimand the Member; or
- (v) take no action.



6. RESIGNATION SUSPENSION OR EXPULSION OF MEMBERSHIP (Continued)

6.2 Misconduct of Members (Continued)

(f) Magnet House management will post to the Member against whom the allegation was made, notification in writing of the decision, within 10 Business Days of Magnet House management making a decision under Rule 6.2(e).

(g) A member may appeal against a decision of Magnet House management by giving written notice to management within 20 Business Days of the notification being given under Rule 6.2(f), setting out that the Member wishes to appeal management's decision.

(h) The appeal will consist of a re-hearing of the allegation against the Member by (1) Magnet House manager not in the original investigation under Rule 6.3(d). If no additional manager be made available. The rehearing will be conducted by original management team under Rule 6.2(d).

(i) The appeal may inform the Member of its decision at the end of the hearing or otherwise the management team will post to the Member against whom the allegation was made notification in writing of the decision, within 10 Business Days of the re-hearing manager making a decision under Rule 6.2(h).

6.2 Misconduct of Members (Continued)

(j) If a Member is suspended, then at the time the Member is suspended, that Member must immediately hand in their Membership card to management for the period of the suspension. During the period of the suspension, the Member will not be:

- (i) entitled to benefits under Magnet House VIP Membership under Rule 3.0;
- (ii) entitled to a refund of any Fees paid with respect to the period the Member is to be suspended;

(k) If a Member is expelled, then at the time the Member is expelled, the Member must hand in their Member's Membership Card to Magnet House management. The Member is not entitled to a refund of any Fees.

(l) If the conduct the subject of an allegation under Rule 6.2(a) occurred on or before the Transition Date, the procedure for determination under Rule 6.2 (as it existed immediately prior to the Transition Date) will continue apply to that allegation.



7. NEW MEMBERS

7.0 Applications

A person may nominate for Membership by completing a Membership Application. The Membership Application must be signed and paid.

7.1 Waiting List

Additional patrons above 100 Members may nominate to be on the Waiting List, should the limit be reached. No charges or fees to be on the Waiting List. Membership may be offered should a spot become available.

8. ADDRESSES

Attention : Magnet House management

Email : hello@magnethouse.com.au

Facebook Messenger : Magnet House

Address : 393 Murray Street, Perth WA 6000