

# BrisBricks Inc. By-Laws

## Contents

<b>1 Versions</b>	<b>2</b>
<b>2 Document Notes</b>	<b>2</b>
<b>3 Code of Conduct</b>	<b>3</b>
3.1 Overview	3
3.2 BrisBricks General Principles	3
3.3 General Behaviour	3
3.4 Financial Behaviour	4
3.5 Email and Online Forums	4
3.6 Improper Social Media Use	4
3.7 Official Events and Public Displays	4
3.8 Some Examples Of Unacceptable Behaviour	5
<b>4 Conflict of Interest</b>	<b>5</b>
4.1 Relations With Commercial Entities	5
<b>5 LUGBulk Eligibility</b>	<b>6</b>
5.1 Program Goals	6
5.2 Program Terms	6
5.3 Tiers Of Participation	7
5.4 LUGBulk Prime Selection Criteria	7
5.5 LUGBulk Associates	7
5.6 Payment	7
<b>6 Membership Fees</b>	<b>8</b>
6.1 Annual Period Of Membership Fee Coverage	8
6.2 Annual Period For Payment Of Membership Renewal Fees	8
6.3 Overdue Membership Fees	8
6.4 Payment Of Membership Fees Via PayPal Subscription	9
<b>7 Maintaining Status As An Ordinary Member Of BrisBricks Inc.</b>	<b>9</b>
7.1 Definitions	9
7.2 Participation Requirements	10
7.3 Annual Participation Assessment	10
7.4 Limited Ordinary Member Participation Requirements	11
7.5 Applying for Special Exemption	11
<b>8 Public Liability Insurance</b>	<b>11</b>
<b>9 LEGO Ambassador</b>	<b>12</b>
9.1 Election Process	12

# 1 Versions

---

Version	Comment	Author
V1	Initial version separated from the combined constitution by-law document	Alan Burchill
V1.01	Added Financial Behaviour sections	Alan Burchill
V1.2 2018-07-17	Altered heading levels for logical grouping of content Added improper social media use process Added annual calendar period that membership fees cover Added annual calendar period that membership renewal fees are payable Added formalised process for handling overdue membership fees	Ben Spillane
V2.0 2018-08-09	Added heading level numbering and updated table of contents Added section 6.4 Payment of Membership Fees via PayPal Subscription Added section 7 - Maintaining status as an Ordinary member of BrisBricks Inc.	Ben Spillane
V2.1	Update insurance details Remove Old Club Logo	Alan Burchill
V2.3	Update Conflict of interest section	Alan Burchill
V2.3.1 2019-04-18	Update insurance details	John Worthington
V2.4 2020-01-28	Update Section 7 Maintaining status as an Ordinary member of BrisBricks Inc. Added additional document formatting to increase readability.	John Worthington
V2.5 2020-09-14	Updated Section 5 and Section 7.4 with measures to deal with the effects the 2020 COVID-19 activity restrictions.	John Worthington
V2.6 2020-11-06	Updated Section 5 to expand the number of members who could participate in the LUGBulk program.	John Worthington
V2.7 2021-01-12	Added Section 9 LEGO Ambassador.	John Worthington
V2.8 2022-02-13	Added 7.3.6 Committees Exemption. Update insurance details	Daniel Beaumont

## 2 Document Notes

---

See Constitutional Rule 42 for rules about the process to make exceptions, changes or otherwise for the implementation of By-Laws.

## 3 Code of Conduct

---

### 3.1 Overview

The code of conduct contains the ethics, principles and associated set of values that characterise how BrisBricks operates and conducts its business. It is not the intent to prescribe standards of practice for every possible scenario but to provide examples to guide member behaviour and act as a standard by which member conduct can be measured.

Furthermore, it is the responsibility of every member and all individuals participating in club activities to both uphold the code as well as to identify, and report on conduct that is not consistent with this code.

### 3.2 BrisBricks General Principles

BrisBricks will:

- Operate according to democratic principles with overall decision making power resting with the membership of BrisBricks committee
- Take all reasonable measures to regularly communicate with members, using a range of media.
- Respect the freedom of speech of club members, as long as it is done constructively, and with respect
- Comply with legal or other administrative requirements, and lawful and reasonable directions given by persons in authority
- Respect the dignity of the public and other members by treating them with courtesy, honesty, and sensitivity to their rights, including privacy and confidentiality
- Treat others fairly and with respect, and not harass, victimise, or discriminate against the public or other members on the ground of sexuality, gender, race, colour, ethnic or religious background, marital status, disability, political conviction, or age.
- Follow processes which ensure that the club and members do not and are not seen to have conflicts of interest, including engaging in activities which advance or inhibit personal interests at the expense of the club

### 3.3 General Behaviour

All members:

- Must support the behavioural standards of BrisBricks
- Recognise that every member has the right to hold different views
- Treat members with courtesy and respect
- Be appropriate in relationships with each other
- Actively participate in discussions, make contributions to the club, and otherwise support the club in its activities, events, and meetings
- Members have a responsibility to take reasonable measures to stay informed of club activities, news and events

Meetings:

- Recognise that members have a right to voice their opinion.
- Holding separate conversations while a meeting is in session, and speaking over the top of others is not appropriate.
- All members will follow reasonable and appropriate directions from the meeting chair.
- All members will allow others to have their say, treat other members input with respect and constructively contribute to discussions

### 3.4 Financial Behaviour

- Private bank accounts must be kept separate from all Brisbricks transactions
- Anyone making a payment to the club via cash should expect to receive a receipt
- All cash received by the club should be deposited directly into the clubs account as soon as reasonable possible
- It is preferred that all re-imbursments requests are submitted via email to the treasurer of the club.
- Wherever possible payments for the club should be made directly by the treasurer, thus avoiding the need for club members to submit re-imbursments requests
- Treasure should approve in advance all club expenses paid for by individuals that need to be reimbursed, if possible.
- Proposed budgets should be submitted with all request for discretionary money to be spent by the club
- All correspondence with the club regarding invoices, receipts and/or contracts must use club methods of communications (e.g email or letters). This is to ensure that all official club communication is accessible by the club committee always and that no agreements or otherwise are undertaken by any member of the club using personal email accounts.

### 3.5 Email and Online Forums

- Using CAPITALS signifies yelling or shouting and is not usually appropriate
- Care and consideration should be given to the appropriateness and relevancy of any email sent to the membership group list
- Messages and content unrelated to a current topic of discussion should be carefully considered before sending
- Lewd and inappropriate content that could be perceived to be discriminatory, insulting, or denigrating is not appropriate for the email list, or forums
- Please carefully consider any email or posting before it is sent or uploaded as once released it cannot be taken back.

### 3.6 Improper Social Media Use

If a club member is deemed to have breach the club's code of conduct or specific social media rules, that member will receive a written warning from the President of BrisBricks. If the member repeats this offence then they will receive a second warning and will be banned for 30 days from the social media group. If a third offence is noted the member will be banned from BrisBricks social media groups indefinitely and should the member wish to be reinstated they will have to apply in writing to the BrisBricks management committee.

### 3.7 Official Events and Public Displays

- The public will be treated with respect, courtesy, politeness, and enthusiasm at all times
- Ensure members are fit to participate in activities and events, comply with health and safety directions, and look out for the health and safety of the public
- Communicate in a timely and appropriate manner to the event coordinator if your circumstances have changed and are unable to support or participate in an event that you have committed to, whether this consists of time on the display, resources, administrative support, or simply the use of extraneous items.

### 3.8 Some Examples Of Unacceptable Behaviour

- Aggressive or abusive behaviour such as verbal abuse, threatening gestures, or actual violence and assault
- Abusive or harassing notes, emails, telephone calls, text messages, etc
- Teasing, name calling, or ridicule. or making someone the brunt of pranks or practical jokes, excluding or isolating individuals, or malicious or mischievous gossip or complaint
- Belittling opinions or unreasonable and unconstructive criticism
- Stealing or the misuse of club property or resources, or failure to ensure resources or property are used efficiently, carefully, lawfully and honestly.
- Bullying, harassment, intimidation or stalking
- Soliciting or accepting gifts or benefits or other inducements which could place the club under an obligation
- Systematically and repeatedly failing to comply with the clubs constitution
- Having or be seen to having a conflict of interest
- Unwelcome physical contact including that of sexual, intimate or threatening nature.

## 4 Conflict of Interest

---

1. Any organisation that conducts similar business to the Group in the same geographical region will be considered a 'competing entity'.
2. Any member who also holds membership with a competing entity will be deemed to be having a conflict of interest and as such will forfeit their right to vote, nominate, attend Business meetings (not including Social gatherings or events) or hold position on a Committee until such time as;
  1. They have resigned from their position in the competing entity
  2. A period no less than that of new member probation has lapsed since they were last a member of a competing entity.

### 4.1 Relations With Commercial Entities

The Group classifies Commercial entities into three categories;

#### **1. Personal:**

A side LEGO related business run by an individual for minor gain, often channelled back into their hobby. i.e. A member's Bricklink store.

#### **2. Part Time:**

A side LEGO related business run by an individual for significant gain that occupies several hours per week, such as running a market stall or an small to medium size online business.

#### **3. Professional:**

A full-time LEGO related business run by an individual where this represents their main source of income, such as having a physical store or major online retailer.

Accordingly, the group should conduct its relations with these bodies as follows;

### **1. Personal:**

Members are free to conduct personal business among themselves or the public without need to declare it to the Committee.

### **2. Part Time:**

Members must declare their business to the committee and abstain from participating in meetings or voting during which discussion concerning relevant retailing is conducted. They can hold any position on the committee but again, must abstain from participating in Business meetings or voting during which discussion concerning relevant retailing is conducted.

### **3. Professional:**

Members must declare their business to the committee and abstain from participating in meetings or voting during which discussion concerning relevant retailing is conducted. They can not hold a position on the committee.

At no stage is ANY commercial entity allowed to use or associate itself with the Group or any of its sub-entities without the express written permission of the Committee.

Any commercial relationship or sponsorship held between the Group and any Part time or Professional Commercial entity must be documented in writing, clearly stating the limitations of the agreement and expected gains and losses to both parties.

## **5 LUGBulk Eligibility**

---

### **5.1 Program Goals**

The LUGBulk Program is run by The LEGO Group. BrisBricks is permitted access to the program through continued qualification as a Recognised LUG.

The purpose of the LUGBulk Program is to supply LUG members with discounted Bulk parts to be used for creating public displays or for their private collections.

### **5.2 Program Terms**

All participants must hold a level of membership in BrisBricks.

All applicants must agree to the following conditions set out by The LEGO Group:

- Applicants can only apply to one LUGBulk program per year.
- **All** elements purchased through the LUGBulk Program are under **no circumstances** to be resold, used as a payment method or given to the general public.
- All information, including Part List and pricing, is to be kept strictly confidential.
- Any element that is damaged or under-supplied by less than 5% of the total number of that element ordered is not be claimable.

All applicants must agree to the following conditions set out by BrisBricks:

- Participants must acknowledge that the final price for their order will not be known until after they have placed their order. This is normally when the LUGBulk order is despatched months later.
- Participants must agree to pay the full price advised by BrisBricks. BrisBricks Committee undertakes to advise estimated costs based on its best knowledge. Final invoices will be based on actual figures (Final Invoice).
- Junior Social Members may only participate in the LUGBulk Program through a Guardian / Parent BrisBricks Member as the contact point and to provide payment. This Guardian / Parent BrisBricks Member must not be participating in the LUGBulk Program at the same time.

## 5.3 Tiers Of Participation

BrisBricks has implemented two tiers of participation for Members in the LUGBulk Program. The purpose of the two tiers is to encourage and reward participation that provides significant contributions to the interests and activities of BrisBricks, while still providing the ability to access LUGBulk to other members.

The two tiers are:

1. **LUGBulk Prime** - Member that during the Qualifying Period contribute to the interests and activities of the BrisBricks group in a significant way, as outlined in the LUGBulk Prime Selection Criteria. LUGBulk Prime Members will be able to participate in the part selection process of LUGBulk.
2. **LUGBulk Associates** - Members who do not meet the criteria for, or do not want to be recognised as, LUGBulk Prime Members may apply to be a LUGBulk Associate Member. LUGBulk Associate Members can purchase from the Final Part List in the Order round.

Qualifying Period is the 12 months prior to the date of that round's LUGBulk application. Should the Committee determine that unforeseeable circumstances prevented the holding of **Events** for the calendar year, the Qualify Period for consideration can be extended to include the previous Qualify Period.

LUGBulk application acceptance will be sent to individual members based on the above criteria, at the discretion of Management Committee. Those applicants that do not meet the requirements of LUGBulk Prime will be transferred to the LUGBulk Associate category.

Appeals of all decisions must only be directed to the LUGBulk Coordinator.

## 5.4 LUGBulk Prime Selection Criteria

In order to qualify for LUGBulk Prime selection, Members must satisfy one of the following criteria.

### Criteria 1:

Supply MOC's and other LEGO creations for a significant proportion of a display at two BrisBricks Major events as defined in Section 7 of the Bylaws.

### Criteria 2:

Supply MOC's and other LEGO creations for a significant proportion of a display at a BrisBricks Major Event or 2 Minor Events plus significant aspects of the following secondary criteria.

- a) Volunteering at a Major Event for at least half a day.
- b) Substantially assisting with a show set-up and/or pack-up of Club assets, materials etc.
- c) Be active within the club on an event and social level.

Further to the above criteria, Members must declare intent that the resources being purchased will be used for exhibiting works at BrisBricks events.

## 5.5 LUGBulk Associates

As set out at 5.3, LUGBulk Associate Members are able to purchase elements from the list generated from selections made by LUGBulk Prime Members.

## 5.6 Payment

Due to the way in which The LEGO Group administers the LUGBulk Program, the exact amount payable is not known until after the order is finalised by LUGBulk GmbH. Historically this difference has been due to fluctuations in exchange rates.

The amount payable will be determined by the BrisBricks Committee based on best estimates at the time payment is requested. For the avoidance of doubt, this may include a provision for increases in historical costs and fluctuations in exchange rates.

- LUGBulk Associate Members are required to make payment for their LUGBulk **in full** at the time they place their order (Initial Payment). If payment is not received, the order will not be placed.

- LUGBulk Prime Members are required to make payment for their LUGBulk prior to collection. Early or incremental payments may be available. If the Final Invoice is not paid in full within 60 days of Final Invoice date, the order will be cancelled and all parts will become assets of BrisBricks.

Any variation between the Initial Payment and Final Invoice is to be treated as follows:

1. Where the Initial Payment is less than the Final Invoice - The difference is to be paid to BrisBricks before the Member collects their LUGBulk.
2. Where the Initial Payment is more than the Final Invoice - The difference is to be refunded to the member within 14 days of BrisBricks receiving its invoice from LUGBulk GmbH.

## 6 Membership Fees

---

- A Membership fee of \$10.00 per annum is due for Probationary and Ordinary Membership type.
- This covers the Club financial year from 1st January to 31st December regardless of when a given member joins the Club.
- There is NO pro-rata rate for Membership Fees.
- Only one membership fee paid in any one financial year period, thus probationary member would not pay a second fee to become an ordinary member in the same period.
- No membership fee for social members.

### 6.1 Annual Period Of Membership Fee Coverage

Membership fees paid between January 1st and November 30th are for the current calendar year. Membership fees paid between December 1st and December 31st are for the next calendar year.

### 6.2 Annual Period For Payment Of Membership Renewal Fees

Membership fees are due annually and membership renewal payments for the next calendar year can be made starting December 1st of the current calendar year. All membership renewal payments are due by January 31st.

### 6.3 Overdue Membership Fees

Members who are required to pay membership renewal fees are required to do so by January 31st of each calendar year. No earlier than February 1st, all members who have not yet paid their membership fees for the current calendar year will be sent an overdue membership fees reminder. A second overdue membership fees reminder will be sent 14 days following the first reminder, to the members who still have overdue membership renewal fees.

Following the second overdue membership fees reminder, those members who still have overdue fees will have another 7 days to make payment, after which point they will be downgraded to the applicable non-fee paying membership class. Membership class downgrades will be passed by motion at the next scheduled management committee meeting. Members who have been downgraded to a non-fee paying membership class will be required to restart any mandatory probationary periods required to re-qualify for full membership rights.



## **6.4 Payment Of Membership Fees Via PayPal Subscription**

Members can choose to set up recurring membership fee payments via the BrisBricks Inc. PayPal subscription option. Members holding an active PayPal recurring payment subscription are categorised as paid for the current BrisBricks Inc. financial year regardless of their subscription's anniversary date.

Members on a recurring payment subscription are subject to the standard rules and requirements regarding maintenance of their Ordinary membership status, as outlined in section 7 of these by-laws.

### **6.4.1 Cancelling A Membership Fee Recurring Payment**

A member may cancel a recurring membership fee payment at any time. If a member's recurring payment has been made for the current BrisBricks Inc. financial year then they're considered paid for the remainder of that year.

If a member cancels their recurring payment prior to a payment being made for the current financial year, that member is required to make a manual payment immediately for the current year. If a member does not wish to make immediate payment, they may request to be downgraded to the applicable non-fee paying membership class.

## **7 Maintaining Status As An Ordinary Member Of BrisBricks Inc.**

---

It is mandatory for all Members of BrisBricks Inc. to meet a minimum set of club participation requirements (CPR) each year in order to maintain Ordinary Member status for the following year or for Limited Ordinary Members to be reclassified in the current year.

### **7.1 Definitions**

#### **7.1.1 Annual Participation Period**

The Annual Participation Period for the CPR is recognised as 1 January to 31 December.

#### **7.1.2 Official Participation Records**

The Management Committee will maintain the Member Participation Register for all CPR qualifying BrisBricks Inc. Events and Official Meetings.

#### **7.1.3 Event**

Any event that members of BrisBricks attend as a part of or on behalf of BrisBricks that are officially sanctioned and categorised by the Management Committee prior to the event. Attendance records will be kept and recorded in the minutes of the next General Meeting.

##### **7.1.3.1 Event Categories:**

Major: A multi-day event run solely by Brisbricks Inc.

Minor: A single-day event run solely by BrisBricks Inc or an event of any length run by another organisation that BrisBricks is attending.

#### **7.1.4 Official Meetings**

Official Meetings are meetings called by the club Secretary, or called via the official process in the absence of the Secretary. This includes the Annual General Meeting and Special General Meetings but excludes Committee Meetings. Official attendance will be noted in the meeting minutes.

Social nights, club social dinners or any other non-minuted meetings do not carry CPR qualification.

#### **7.1.5 Exhibitor**

Someone who is recognised as contributing all or a significant part of a display or activity at a BrisBricks Event.

#### **7.1.6 Volunteer**

Someone who is recognised as volunteering at a BrisBricks Event, under the direction of the event managers, for general tasks associated with running the Event.

### **7.2 Participation Requirements**

#### **7.2.1. BrisBricks Inc. Events**

Ordinary members are able to participate in BrisBricks events as an exhibitor, volunteer or in other capacities as deemed valid by the management committee to meet CPR requirements.

##### **7.2.1.1 CPR as an Exhibitor:**

Participate as an Exhibitor (7.1.5) at a minimum of one Major BrisBricks Event or a minimum of two Minor Events.

##### **7.2.1.2 CPR as a Volunteer:**

Participate as a Volunteer (7.1.6) for a minimum of two full days at an Event (or equivalent time), with one volunteer day (or equivalent time) being at a Major BrisBricks Event.

##### **7.2.1.3 CPR as a combination:**

Participate as an Exhibitor (7.1.5) at a minimum of one Minor Event and participate as a Volunteer (7.1.6) for a minimum of one volunteer day (or equivalent time) at a Major BrisBricks event.

#### **7.2.2 Official Meetings**

Ordinary Members are required to participate in a minimum of two Official Meetings per calendar year. Should only 1 Official Meeting be held in a calendar year, the Official Meetings CPR threshold becomes participation in that meeting.

### **7.3 Annual Participation Assessment**

#### **7.3.1 Assessment Evaluation Date**

The Member Participation Register will be assessed at the conclusion of the Annual Participation Period. A formal Participation Report will be produced and tabled at the Club's annual general meeting, or the next scheduled general meeting.

#### **7.3.2 Payment of Membership Subscription Fees**

Regardless of the participation assessment results, members with membership fees in arrears may become ineligible to retain Ordinary Member status. The overdue membership fee process will be followed for all overdue fees.

### **7.3.3 Effect of Participation Report**

Ordinary members who have not satisfied the CPR for the previous year, will be reclassified as Limited Ordinary members for the current year.

### **7.3.4 Defunct Participation Report**

If the APP results in a Participation Report that would cause a quorum to not be achievable following the next AGM/GM, that Participation Report will be regarded as defunct and set aside. The previous APP's Participation Report will be carried forward and additions made from qualifying events held in the APP.

### **7.3.5 Special Resolution**

If the APP results in a Participation Report that would allow for a quorum but the Committee determines that unforeseeable circumstances prevented the holding of Major and Minor events and/or General Meetings that would be sufficient for a reasonable threshold of CPR qualification, the Secretary will propose a Special Resolution that the Participation Report be regarded as defunct and set aside, the previous APP's Participation Report is carried forward and additions made from qualifying events held in the APP.

### **7.3.6 Committees Exemption**

In recognition of the additional time and work spent by Members on Committees in the organisation and facilitation of displays and events, often at the expense of their own ability to display, Committee Members and members of prescribed Sub-Committees are exempt from the 7.2.1. BrisBricks Inc. Events requirement for the APP but still must meet the 7.2.2 Official Meetings requirement.

## **7.4 Limited Ordinary Member Participation Requirements**

### **7.4.1 Applicability of Participation Requirements**

Limited Ordinary members are not subject to the CPR unless seeking to upgrade to become full Ordinary members. It is not mandatory for Limited Ordinary members to satisfy the requirements listed in 7.1.4 General Meetings for the purpose of upgrading membership class.

### **7.4.2 Upgrading to Ordinary Membership**

A Limited Ordinary member may be recognised as an Ordinary member before the annual participation assessment evaluation date if the applicable CPR has been met. The Member must have completed the 12 month probationary period and fulfilled all other membership eligibility requirements.

## **7.5 Applying for Special Exemption**

Ordinary members may have special circumstances preventing them from reasonably fulfilling the CPR. Where special circumstances may exist, a member should apply in writing to the Management Committee for a special exemption to the rules. The Management Committee will maintain the confidentiality of the Member and their circumstances. If the Management Committee grants a special exemption, it will be formally acknowledged in the minutes of the next possible Management Committee meeting. The Management Committee reserves the right to deny without reason, any request for special exemption.”.

## **8 Public Liability Insurance**

---

BrisBricks Inc. has a public liability insurance policy current 30/04/2022 for \$20,000,000 for any one occurrence, and \$20,000,000 for aggregate in respect to product liability with a \$1000 excess for each claim.

## 9 LEGO Ambassador

---

The role of LEGO Ambassador serves as the primary administrative channel between The LEGO Group (TLG) and BrisBricks.

To be eligible to nominate for the role, a member must hold and maintain Ordinary Membership for the year of their nomination.

Before nominating for the role, an eligible candidate must agree to:

1. Maintain an active presence on the designated LAN channels/services, including meetings and consultation requests.
2. Report to the Committee and Club any news or policy changes from TLG as they refer to BrisBricks.
3. Promptly report Club activities back to TLG as required.
4. Coordinate the LUGBulk Program on behalf of BrisBricks.
5. Adhere to the guidelines on behaviour, content and confidentiality as set by TLG.

### 9.1 Election Process

#### 9.1.1 Annual Nomination

At each AGM, the Ambassador must resign their position and stand for election. Candidates must submit their nomination via the same timeline as Committee nominations for the AGM.

#### 9.1.2 Election

A candidate must receive more than 50% of the votes to be elected. Should more than 2 candidates nominate and a candidate cannot reach more than 50% in the first round, the second round of voting will be held between the 2 candidates who received the most votes in the first round.

#### 9.1.3 Resignation

Should an Ambassador wish to resign before the next AGM, this must be submitted in writing to the secretary. The position will be considered casually vacant. The Committee can appoint an acting Ambassador until the next GM/AGM where a new election can occur as per **9.1.2**.

#### 9.1.4 General Removal

Should members wish to remove the current Ambassador, a simple majority vote on a motion can occur at a GM. If the removal is successful, no appeal can be made. New candidates can nominate from the floor and the election occurs as per **9.1.2**.

#### 9.1.5 Indirect Removal

Should the Ambassador be excluded from the LAN by TLG for poor conduct or have their BrisBricks membership downgraded or cancelled, the Ambassador's role will be immediately considered casually vacant. The Committee can appoint an acting Ambassador until the next GM/AGM where a new election can occur as per **9.1.2**.