



THE DRUID NETWORK



**The
Constitution
Of
The Druid Network**

With grateful acknowledgement to Geoff Boswell whose original work is the foundation upon which this constitution is built.

Foreword

The definition of Druidry and its practice as used by The Druid Network (also referred to as ‘The Network’), laid down for the purposes of its Constitution.

- 1) Druidry was the native spiritual tradition of the peoples who inhabited the islands of Britain and Ireland, spreading through much of Europe. Though many consider it to have been a religion or political force that came to Britain with the influx of culture concurrent with the Iron Age, it is increasingly understood, and within the Network acknowledged, to be of an older indigenous if ever-evolving religious tradition sourced within these islands.
- 2) a) As an ancient pagan religion, Druidry is based on the reverential, sacred and honourable relationship between the people and the land. In its personal expression, modern Druidry is the spiritual interaction between an individual and the spirits of nature, including those of landscape and ancestry, together with the continuities of spiritual, literary and cultural heritage.
b) Through this reverence, Druidic practice is based on honour for the ancestors, considered sacred. In ancestral stories, in human nature and life’s patterns, in the long river of history, in poetry and music, the Druid finds the divine inspiration known as awen, the force that flows into his/her own sacred creativity of living, allowing depths of understanding and wisdom.
c) Through this reverence, Druidic practice seeks too to understand the patterns of nature outside humanity, within our environment, honouring the powers of nature as wholly sacred. All life is deemed to be unconditionally sacred, bearing its own intrinsic validity and purpose.
- 3) Those who practise Druidry do so through a deep spiritual connection perceived and experienced with this land and culture, either directly (as residents) or through links and empathies of ancestry, literature, art, history, heritage, philosophy and mythology. So does Druidry continue to grow, not only in Britain, but all around the world.
- 4) Though many shy away from the word ‘religion’ with its connotations of political monotheism and authority, preferring the word spirituality, Druidry is a religion. Its practitioners revere their deities, most often perceived as the most powerful forces of nature (such as thunder, sun and earth), spirits of place (such as mountains and rivers), and divine guides of a people (such as Brighid, Rhiannon and Bran).
- 5) a) Druidry cannot be defined by or limited to the reverence of one deity or a pantheon. Thus while most within Druidry honour what are known as the Celtic named and mythologized deities, others honour Christian, Saxon, Nordic or Classical Pagan gods. Many honour animistic and conceptual forms of deity. These differences do not divide or dilute the tradition, however, for such differences are integral parts of the tradition’s essential nature.

- b) The spirits of a place bring the richness of ecological diversity, encouraging us to experience the wealth of different ecosystems, from moorland to meadows, mountains to wetlands. So does reverence for life and nature engender a diversity of practice in those expressing devotion and seeking to live in sacred relationship with the spirits of a place. Thus is locality another factor that brings diversity to the tradition.
- c) Ancestral lineage, local history and heritage add diversity in the same way. Generations of miners, fishermen or travellers, personal tragedy or wealth, close family or solitude: all are factors that affect our spiritual seeking and expression. As Druidry guides us to honour and learn from our ancestry and our path of life, so is this diversity too a defining factor in Druidic practice, as is acceptance and indeed celebration of this diversity.
- d) Coherence is brought to Druidry upon the spiritual foundations of its reverence for nature.
- 6) a) Based on reverence and respect for life itself, and the practice of seeking honourable relationship with all, Druidry guides us to live with truth and responsibility.
- b) While sacrifice is a core notion within most world spiritual traditions, within Druidry it is confused by historical accounts of the killing of both human and animal victims. No such practice is deemed acceptable within modern Druidry. What is sacrificed within the tradition today is that which we value most highly in life and hold to with most passion: time, security, certainty, comfort, convenience, ignorance, and the like. Indeed, most Druidic sacrifice is expressed through work that benefits the wider community and the planet as a whole, such as environmental volunteering, ethical consumerism, spiritual education, dissemination of information, caring for family and community (notably children, the sick, the elderly and dying) and creative expression.
- 7) Most Druidic practice is celebrated openly. Public ritual ceremonies marking the seasonal festivals are open and free to all. Examples of these include the gorseddau at Avebury and Stonehenge (Wiltshire). Many Groves or individuals practise quiet ritual and meditation in public places, whether that be city parks, open beaches, forests or stone circles, while some prefer the privacy and convenience of their homes and gardens for prayers, ritual and meditation. There are no occult, secret or hidden practices within Druidry; teachings are open to all

CONSTITUTION

Adopted on the 1st of October 2005

PART 1

1) Adoption of the Constitution.

The association and its property will be administered and managed in accordance with the provisions in Parts 1 and 2 of this constitution.

2) The Name.

The association's name is **The Druid Network** (and in this document may also be referred to as The Network, TDN, or the Charity).

3) Interpretation

The definition of Druidry and its practice together with the philosophical and theological tenets of The Druid Network are contained in the foreword to this constitution. From this it can be summarised:

- a) Deity is an objective reality that transcends notions of gender.
- b) Nature is an expression or manifestation of deity and divinity.
- c) Reverence for deity and divinity is expressed by way of thanksgiving, celebration, wonder and praise.
- d) The Druid Network will neither support nor practice anything that may be anti-social or anti-spiritual.

4) The Objects.

[This clause sets out the purpose for which of The Druid Network was formed and the activities it may undertake to achieve that purpose]

The Network's objects (the Objects) are:

To provide information on the principles and practice of Druidry for the benefit of all, and to inspire and facilitate that practice for those who have committed themselves to this spiritual path.

This we aim to do by, but not being exclusively restricted to:

- a) Producing and making available information resources relating to the path of Druidry both in electronic form on the Internet and in paper format.
- b) Ensuring that personal finances are never a barrier to either membership or the activities of The Network by offering suitable concessions, including the waiving of fees, where it is possible and deemed appropriate.
- c) Promoting the conservation, protection and improvement of the natural environment, and the understanding of how individuals might live with conscious personal responsibility with regard to the environment.
- d) Promoting the preservation of Heritage and Culture.
- e) The promotion of ethical standards of living and conduct including, but not exclusively restricted to, the promotion of human and animal rights.
- f) Promoting peace both within the individual, the local community and the furtherance of the cause of 'World Peace'.
- g) The promotion of religious harmony and diversity, interfaith dialogue and understanding.
- h) Offering ritual celebrations.
- i) Offering conferences, camps, workshops, retreats, courses and similar events both through The Network and also its affiliated groups. A suitable proportion of these shall be free and open to the general public.
- j) Supporting the formation and running of local Druid groups, groves and gorseddau and facilitating communication between them. Through these groups providing information and the sharing of Druidic teachings, together with other teachings in tune with Druidic ethics.
- k) To engage in peaceful and responsible political campaigning provided that the Trustees are satisfied that the proposed activities will further the charitable purposes of The Network to an extent that is justified by the resources required.
- l) Any other activity, charitable in law, the committee should decide would further the Objects of The Network.

5) Application of Income and Property.

[In this clause we state how the income of The Network may be spent. Basically all income should only be spent in furthering the charitable purpose.]

- a) The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- b) A Trustee may pay out of, or be reimbursed from, the property of the Charity reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- c) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent:
 - i) a member who is not also a Trustee from receiving reasonable and proper remuneration for any goods or services supplied to the Charity;
 - ii) a Trustee from:
 - (1) buying goods or services from the Charity upon the same terms as other members or members of the public;
 - (2) receiving a benefit from the Charity in the capacity of a beneficiary of the Charity, provided that the Trustees comply with the provisions of sub clause f) of this clause, or as a member of the Charity and upon the same terms as other members;
 - iii) the purchase of indemnity insurance for the Trustees against any liability that by virtue of any rule of law would otherwise attach to a trustee or other officer in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity but excluding:
 - (1) fines;
 - (2) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
 - (3) liabilities to the Charity that result from conduct that the Trustee or other officer knew or ought to have known was not in the best interests of the Charity or in respect of which the person concerned did not care whether that conduct was in the best interests of the Charity or not.
- d) No Trustee may be paid or receive any other benefit for being a Trustee.

- e) A Trustee may:
 - i) sell goods, services or any interest in land to the Charity;
 - ii) be employed by or receive any remuneration from the Charity;
 - iii) receive any other financial benefit from the Charity,

if:

 - iv) he or she is not prevented from so doing by sub-clause d) of this clause;

and

 - v) the benefit is permitted by sub-clause c) of this clause; or
 - vi) the benefit is authorised by the Trustees in accordance with the conditions in sub-clause f) of this clause.
- f)
 - i) If it is proposed that a Trustee should receive a benefit from the Charity that is not already permitted under sub-clause c) of this clause, he or she must:
 - (1) declare his or her interest in the proposal;
 - (2) be absent from that part of any meeting at which the proposal is discussed and take no part in any discussion of it;
 - (3) not be counted in determining whether the meeting is quorate;
 - (4) not decide on the proposal.
 - ii) In cases covered by sub-clause e) of this clause, those Trustees who do not stand to receive the proposed benefit must be satisfied that it is in the interests of the Charity to contract with or employ that Trustee rather than with someone who is not a Trustee and they must record the reason for their decision in the minutes. In reaching that decision the Trustees must balance the advantage of contracting with or employing a Trustee against the disadvantage of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest).
 - iii) The Trustees may only authorise a transaction falling within paragraphs e i) – e iii) of this clause if the trustee body comprises a majority of Trustees who have not received any such benefit.
 - iv) If the Trustees fail to follow this procedure, the resolution to confer a benefit upon the Trustee will be void and the Trustee must repay to the Charity the value of any benefit received by the Trustee from the Charity.

- g) A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest) and take no part in the voting upon the matter.
- h) In this Clause 5, "Trustee" shall include any person firm or company connected with the Trustee.

6) Dissolution.

[In Druidry we acknowledge and celebrate the tides of life; birth, growth and death. In this clause we set out what will happen to the assets of The Network once it has lived its life]

- a) If the committee resolves to dissolve the Charity the Trustees will remain in office as charity trustees and be responsible for winding up the affairs of the Charity in accordance with this clause.
- b) The Trustees must collect in all the assets of the charity and must pay or make provision for all the liabilities of the charity.
- c) The Trustees must apply any remaining property or money:
 - i) directly for the Objects;
 - ii) by transfer to any charity or charities for purposes the same as or similar to the Charity;
 - iii) in such other manner as the Charity Commissioners for England and Wales may approve in writing in advance.
- d) In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (except to a member that is itself a charity).
- e) The Trustees must notify the Commission promptly that the charity has been dissolved. If the Trustees are obliged to send the charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send to the Commission the charity's final accounts.

7) Amendments.

[This clause defines how this constitution may be altered if the need arises]

- a) Any provision contained in Part 1 of this constitution may be amended provided that:
 - i) no amendment may be made that would have the effect of making the Charity cease to be a charity at law;

- ii) no amendment may be made to alter the Objects if the change would not be within the reasonable contemplation of the members of or donors to the Charity;
 - iii) no amendment may be made to clause 4 without the prior written consent of the Commission;
 - iv) any resolution to amend a provision of Part 1 of this constitution is passed by unanimous decision of the committee present and voting at a general meeting.
- b) Any provision contained in Part 2 of this constitution may be amended, provided that any such amendment is made by resolution passed by a simple majority of the committee present and voting at a general meeting.
- c) A copy of any resolution amending this constitution must be sent to the Commission within twenty-one days of it being passed.

PART 2

The Druid Network has its roots set deep in the principle of honourable relationship; this may be defined as honest, responsible and respectful interaction. It is expected that all members will adhere to this principle in their dealings with each other and with those outside of The Network.

The Network has no hierarchy, instead operating on the natural principle that those who devote the most time and energy will naturally have the largest input to any decision making process. Split into various project areas, each with one or more Co-ordinators overseeing their own area, The Network organisational structure exists as a web of people, each with their own specialisms. The Trustees specialism and therefore its function is to provide the focus, liaison and administration to ensure the Objects of The Network are being met and that all current legislation is being adhered to.

8) Membership.

[Here we simply define the various administrative areas of membership. Further rules of membership may be set out in a separate document]

The aim of The Druid Network is to be a source of information and inspiration about the modern Druid tradition, Druidic practice and the history of Druidry. This is made freely available for the benefit of all, primarily via the Internet web site but also by other media wherever possible. Those wishing a deeper involvement within the Network may apply for membership under the terms laid down in this constitution and any other governing documents that may from time to time be deemed necessary. All members agree to be bound by these terms.

All governing documents will be available for perusal by anyone who wishes to read them, they will be published both on the public area of the website and in paper format.

- a) Membership is open to individuals or organisations that are approved by the Trustees. Criteria for membership are set down in the published terms and conditions of membership.
- b) The membership of The Network shall comprise the following:
 - i) **Contributing Members:**
These are individuals who contribute to the organisation but have no editorial permissions or other key responsibilities. Anyone who agrees with the principles and practice of The Network may apply for membership as a Contributing Member and may then avail themselves of all the benefits available to members. Though not eligible to attend meetings of The Network their voice will always be heard and considered honourably through the Project Co-ordinators, Trustees and Officers of The Network.

- ii) Co-ordinators:

Members who wish to donate their inspiration, energy, expertise and creativity may apply in the prescribed manner or be invited to become Co-ordinators, either to fulfil any vacancy that shall be advertised, or to propose a new project area. The Trustees may also invite anyone they feel would further the objects of The Network to become a Co-ordinator. It is expected that the diversity of skills and knowledge provided by these members will provide the current Trustees with a pool from which future trustees will be garnered. Co-ordinators are eligible to attend general meetings and be involved in the decision making process of The Network.

The Trustees will decide all applications for involvement as a Co-ordinator.
 - iii) Honorary Members:

In recognition of service to The Network the Trustees may confer Honorary Membership on individuals when it is deemed appropriate.
 - iv) Trustees and Officers:

Shall be those members who have been chosen in accordance with Clause 18 of this constitution.

These members, being Trustees of The Network, are responsible for its management and administration. In addition they shall decide on proposals put forward and agreed by members in general meeting. In accordance with the tenets of honourable relationship, the Trustees should not refuse a proposal without justifiable reason. Where a refusal to ratify a proposal is anticipated, all reasonable means will be used to reach agreement.
- c)
- i) The Trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of The Network to refuse the application.
 - ii) The Trustees must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.
 - iii) The Trustees must consider any written representations the applicant may make about the decision. The Trustees' decision following any written representations must be notified to the applicant in writing but shall be final.
- d) Membership is not transferable to anyone else.
- e) The Trustees must keep a register of names and addresses of the members and will comply with all current legislation regarding the protection of this data.
- f) Terms and conditions of membership will be produced and published.

9) Termination of Membership.

[Here we define how a person's membership may be ended by either themselves or The Network]

Membership is terminated if:

- a) the member dies or, if it is an organisation, ceases to exist;
- b) the member resigns by written notice to The Network unless, after the resignation, there would be less than two members;
- c) any sum due from the member to The Network is not paid in full within three months of it falling due;
- d) the member is removed from membership by a resolution of the Trustees that it is in the best interests of The Network that his or her membership is terminated. A resolution to remove a member from membership may only be passed if:
 - i) the member has been given at least twenty-one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed;
 - ii) the member or, at the option of the member, the member's representative (who need not be a member of the Charity) has been allowed to make representations to the meeting.

10) General meetings.

[This clause defines the terms used for meetings and the frequency at which they must be held. Also who may call a meeting and the procedure required]

- a) The Network must hold a general meeting within twelve months of the date of the adoption of this constitution.
- b) An annual general meeting (AGM) must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.
- c) All general meetings other than annual general meetings shall be called special general meetings.
- d) The Trustees may call a special general meeting at any time.
- e) The Trustees must call a special general meeting if requested to do so in writing by at least 40% of those members entitled to vote in a general meeting. The request must state the nature of the business that is to be discussed.

11) Notice.

[Here is stated the notice that must be given to those entitled to attend any meeting of The Network]

- a) The minimum period of notice required to hold any general meeting is fourteen clear days from the date on which the notice is deemed to have been given.
- b) The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.
- c) The notice must be given to all the members entitled to attend and to the Trustees.

12) Quorum

[This is the minimum number of people required before any meeting is valid. The clause also states the procedure that must be followed if that number is not present.]

- a) No business shall be transacted at any general meeting unless a quorum is present.
- b) A quorum is;
 - i) 3 members entitled to attend the meeting; or
 - ii) one tenth of the total membership entitled to attend at that time,whichever is the greater.
- c) The authorised representative of a member organisation shall be counted in the quorum.
- d) If:
 - i) a quorum is not present within half an hour from the time appointed for the meeting; or
 - ii) during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Trustees shall determine.
- e) The Trustees must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
- f) If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum for that meeting.

13) Chair.

[This is the person responsible for overseeing a meeting and ensuring that procedures are adhered to. Normally this will be the Chair chosen annually at the AGM of The Druid Network but this clause also states who else may chair the meeting]

- a) General meetings shall be chaired by the Chair of The Druid Network.
- b) If he or she is not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees will chair the meeting.
- c) If there is only one Trustee present and willing to act, he or she shall chair the meeting.
- d) If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present must choose one of their number to chair the meeting.

14) Adjournments.

[If, for any reason, a meeting is adjourned then this clause states how the meeting will be reconvened]

- a) The members present at a meeting may resolve that the meeting shall be adjourned.
- b) The person who is chairing the meeting must decide the date time and place at which meeting is to be reconvened unless those details are specified in the resolution.
- c) No business shall be conducted at an adjourned meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- d) If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date time and place of the meeting.

15) Conduct of Meetings.

[Here we state the basic procedures that will be used to conduct the business of a meeting]

The Druid Network is neither democratic nor autocratic. Decisions made within The Network are made using the principle of Honourable Relationship; this may be defined as honest, responsible and respectful interaction. Those involved in the process will be those members whose specialist knowledge, commitment and sacrifice of time has, at that time, placed them in a position of responsibility both to The Network, its members and, through interaction, with all life. Any position within The Network is one of responsibility not authority.

Whilst firmly stating that integrity has no need of rules the following is one format that may be used to facilitate the decision process within general meetings.

Notice of meetings will include an agenda of proposals to be discussed at the meeting together with an invite for further proposals from members entitled to attend.

- a) All submitted proposals will be assessed by the Trustees to ensure their compliance with The Network's Objects, financial viability and legal compliance. If the Trustees reject a proposal then a clear explanation will be provided to the proposer and following discussion may be re-submitted in modified form.
- b) Proposals will be put to the meeting by the chair or nominated member who will then facilitate the discussion.
- c) All members entitled to attend will be given time to state their views.
- d) If there is general acceptance the proposal will be passed to the Trustees for ratification. On a simple matter this may be done before the close of the meeting. Matters requiring more careful consideration will be considered at some time after the close of the meeting and the outcome communicated to those who were entitled to attend.
- e) If the proposal is not generally accepted then the person facilitating the discussion will accept further submissions. The proposal may be modified step by step in light of the discussion until agreement is reached or the proposal rejected. If it becomes clear that agreement can not be reached within an allotted time then the matter is put aside for discussion at a future date.
- f) In accordance with the tenets of honourable relationship, the Trustees should not refuse to ratify an accepted proposal without justifiable reason. A clear explanation of the reasons for refusal should be given.
- g) At all times the chair will ensure that all reasonable means are employed to reach agreement.

16) Representatives of Other Bodies.

[This clause gives provision for an organisation to be a member of The Network and how it shall represent itself at any meeting of The Network]

- a) Any organisation that is a member of The Network may nominate any person to act as its representative at any meeting of The Network.
- b) The organisation must give written notice to The Network of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless The Network has received the notice. The nominee may continue to represent the organisation until written notice to the contrary is received by The Network.
- c) Any notice given to The Network will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Network shall not be required to consider whether the nominee has been properly appointed by the organisation.

17) Officers and Trustees.

[Officers and Trustees are the persons that oversee the day to day running of The Network, ensuring that it meets its legal and moral obligations. This clause defines the number of Trustees and Officers that The Network must have.]

- a) The Network and its property shall be managed and administered by the Trustees comprising Officers and other members chosen in accordance with this constitution. These Officers and other members shall be the trustees of the Charity and in this constitution are together called "the Trustees"
- b) The Network shall have the following Officers:
 - i) A Chair
 - ii) A Secretary
 - iii) A Treasurer

The Trustees, to ensure efficient operation of The Network, may from time to time create other posts. One Trustee may hold more than one post if it is deemed necessary.

- c) No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of Clause 20.
- d) The number of Trustees shall be not less than three but (unless otherwise determined by a resolution of The Network in general meeting) shall not be subject to any maximum.
- e) A Trustee may not appoint anyone to act on his or her behalf at meetings of the Trustees.

18) The Appointment of Trustees.

[This clause states how The Network chooses the people to act as Trustees and the length of time for which the appointment is made.]

- a) The Network shall choose the Officers and the other Trustees using the principles outlined in Clause 15 of this constitution. The current Trustees shall choose from the pool of Members those persons whose skills, at that time, will enhance the management and further the Objects of The Network.
- b) Those chosen and willing to act will be presented for acceptance at the AGM.
- c) The Trustees may also appoint any person who is willing to act as a Trustee. Subject to paragraph d) of this clause, they may also appoint Trustees to act as Officers.

- d) Each of the Trustees shall retire with effect from the conclusion of the annual general meeting three years after his or her appointment but may accept a further term of office at that annual general meeting.
- e) The Trustees may not appoint a person to be an Officer if a person has already been elected or appointed to that office and has not vacated the office.
- f) All Trustees will be advised of the legal and moral obligations of trusteeship prior to them taking up their post.
- g) Officers will be appointed at each AGM and shall hold that position until the closure of the next AGM or until the post is relinquished or the trustee holding that post ceases to be a trustee whichever is soonest. A temporary Officer may be appointed by the trustees to fill a vacated post until the outset of the following AGM.

19) Powers of Trustees.

[Here is stated what the Trustees can do in managing The Network and how they may do it.]

- a) The Trustees must manage the business of The Network and they have the following powers in order to further the Objects (but not for any other purpose):
 - i) to raise funds. In doing so, the Trustees must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
 - ii) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
 - iii) to sell, lease or otherwise dispose of all or any part of the property belonging to The Network. In exercising this power, the Trustees must comply as appropriate with sections 36 and 37 of the Charities Act 1993;
 - iv) to borrow money and to charge the whole or any part of the property belonging to The Network as security for repayment of the money borrowed. The Trustees must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if they intend to mortgage land;
 - v) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
 - vi) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
 - vii) to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
 - viii) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
 - ix) to obtain and pay for such goods and services as are necessary for carrying out the work of The Network;

- x) to open and operate such bank and other accounts as the Trustees consider necessary and to invest funds and to delegate the management of funds in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
 - xi) to do all such other lawful things as are necessary for the achievement of the Objects;
- b) No alteration of this constitution or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- c) Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

20) Disqualification, Removal and Resignation of Trustees.

[There are legal requirements that must be met before a person may act as a Trustee. Here is set out the rules that enable The Network to remove a serving Trustee from office]

A Trustee shall cease to hold office if he or she:

- a) is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
- b) ceases to be a member of The Network;
- c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- d) resigns as a Trustee by notice to The Network (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
- e) is absent without the permission of the Trustees from all their meetings held within a period of six consecutive months and the Trustees resolve that his or her office be vacated.

21) Proceedings of Trustees.

[This clause sets out, in general terms, how the Trustees conduct the business of overseeing The Network]

- a) The Trustees may regulate their proceedings as they think fit, subject to the provisions of this constitution.
- b) Any Trustee may call a meeting of the Trustees.
- c) The secretary must call a meeting of the Trustees if requested to do so by a Trustee.

- d) Meetings of the Trustees will generally follow the procedure of Clause 15.
- e) Questions arising at a meeting must be decided by a majority of votes if, after deliberation, agreement cannot be reached.
- f) A meeting of the Trustees may make no decision unless a quorum is present at the time the decision is purported to be made.
- g) The quorum shall be two or the number nearest to one third of the total number of Trustees, whichever is the greater or such larger number as may be decided from time to time by the Trustees.
- h) A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to decide.
- i) If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- j) The Chair of The Druid Network shall chair meetings of the Trustees.
- k) If the Chair is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.
- l) The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by this constitution or delegated to him or her in writing by the Trustees.
- m) A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees and to decide upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held.
- n) The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more Trustees.
- o) Communications using electronic methods shall be valid provided it complies with any statutory legislation.

22) Delegation.

[This clause allows the Trustees to delegate any of their powers to a sub-committee of Trustees and sets the terms and conditions that must be adhered to.]

- a) The Trustees may delegate any of their powers or functions to a committee of two or more Trustees but the terms of any such delegation must be recorded in the minute book.
- b) The Trustees may impose conditions when delegating, including the conditions that:
 - i) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
 - ii) no expenditure may be incurred on behalf of The Network except in accordance with a budget previously agreed with the Trustees.
- c) The Trustees may revoke or alter a delegation.
- d) All acts and proceedings of any committees must be fully and promptly reported to the Trustees.

23) Irregularities in Proceedings.

[If, at some future time, it could be shown that the Trustees had not conducted their business in accordance with the constitution, then this clause sets out whether the decisions made are valid or not.]

- a) Subject to sub-clause b) of this clause, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation of any Trustee:
 - i) who was disqualified from holding office;
 - ii) who had previously retired or who had been obliged by the constitution to vacate office;
 - iii) who was not entitled to decide on the matter, whether by reason of a conflict of interest or otherwise,

if, without:

- iv) the decision of that Trustee; and
- v) that Trustee being counted in the quorum,

the decision has been made by a majority of the Trustees at a quorate meeting.

- b) Sub-clause a) of this clause does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if the resolution would otherwise have been void.
- c) No resolution or act of;
 - i) the Trustees;
 - ii) any committee of the Trustees;
 - iii) The Network in general meeting,

shall be invalidated by reason of the failure to give notice to any Trustee or member or by reason of any procedural defect in the meeting unless it is shown that the failure or defect has materially prejudiced a member or the beneficiaries of The Network.

24) Minutes.

[Minutes are the records of meetings. This clause states under which circumstances they must be kept]

The Trustees must keep minutes of all:

- a) appointments of Officers and Trustees made by the Trustees;
- b) proceedings at meetings of the Charity;
- c) meetings of the Trustees and committees of Trustees including:
 - i) the names of the Trustees present at the meeting;
 - ii) the decisions made at the meetings; and
 - iii) where appropriate the reasons for the decisions.

25) Annual Report and Return and Accounts.

[The Trustees must fulfil certain legal duties with regard to keeping of accounting records and submit certain records to official bodies.]

- a) The Trustees must comply with their legal obligations with regard to:
 - i) the keeping of accounting records for The Network;
 - ii) the preparation of annual statements of account for The Network;
 - iii) the transmission of the statements of account to The Network;
 - iv) the preparation of an annual report and its transmission to the Commission;
 - v) the preparation of an annual return and its transmission to the Commission.
- b) Accounts must be prepared in accordance with the provisions of any Statement of Recommended Practice issued by the Commission, unless the Trustees are required to prepare accounts in accordance with the provisions of such a Statement prepared by another body.

26) Registered particulars.

- a) The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

27) Property.

[As an unincorporated association The Druid Network cannot hold property in its own right. This clause states how any property must be administered.]

- a) The Trustees must ensure the title to:
 - i) all land held by or in trust for The Network that is not vested in the Official Custodian of Charities; and
 - ii) all investments held by or on behalf of The Networkis vested either in a corporation entitled to act as custodian trustee or in not less than three individuals appointed by them as holding trustees.
- b) The terms of the appointment of any holding trustees must provide that they may act only in accordance with lawful directions of the Trustees and that if they do so they will not be liable for the acts and defaults of the Trustees or of the members of The Network.
- c) The Trustees may remove the holding trustees at any time.

28) Repair and insurance.

- a) The Trustees must keep in repair and insure to their full value against fire and other usual risks all the buildings of The Network (except those buildings that are required to be kept in repair and insured by a tenant). They must also insure suitably in respect of public liability and employer's liability.

29) Notices.

[Here is stated in what form notices may issued, who is entitled to such notice and how receipt of that notice is to be ascertained.]

- a) Any notice required by this constitution to be given to or by any person must be:
 - i) in writing; or
 - ii) given using electronic communications.
- b) Notice may be given to a member either:
 - i) personally; or

- ii) by sending it by post in a prepaid envelope addressed to the member at his or her address; or
 - iii) by leaving it at the address of the member; or
 - iv) by giving it using electronic communications to the member's address.
- c) A member who does not register an address with The Network or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.
- d) A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- e)
- i) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
 - ii) Proof that a notice contained in an electronic communication was properly addressed and sent shall be conclusive evidence that the notice was given.
 - iii) A notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent.

30) Rules.

- a) The Trustees may from time to time make rules or bye-laws for the conduct of their business.
- b) The bye-laws may regulate the following matters but are not restricted to them:
 - i) the admission of members of The Network (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
 - ii) the conduct of members of The Network in relation to one another, and to The Network's employees and volunteers;
 - iii) the setting aside of the whole or any part or parts of The Network's premises at any particular time or times or for any particular purpose or purposes;
 - iv) the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by this constitution;
 - v) the keeping and authenticating of records. (If regulations made under this clause permit records of The Network to be kept in electronic form and

require a Trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated.)

- vi) generally, all such matters as are commonly the subject matter of the rules of an unincorporated association.

- c) The Trustees have the power to alter, add to or repeal the rules or bye-laws.

- d) The Trustees must adopt such means as they think sufficient to bring the rules and bye-laws to the notice of members of The Network.

- e) The rules or bye-laws shall be binding on all members of The Network. No rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, this constitution.

**Adopted by the following signatories, being the current Trustees (Committee) of
The Druid Network, on the 1st October 2005.**

Ms Emma Restall Orr.....

Mr David Orr.....

Ms Angela Grant.....

Ms Susan Warren.....

Mr Phil Ryder.....

Amendments

7th March 2009 – At a meeting of the trustees held at the annual general meeting of The Network the following amendments were agreed:

- That to remove the perceived hierarchy within The Network the structure of the membership should be revised.
- Members to be known as Contributing Members.
- Associate Staff to also be known as Contributing Members.
- Staff Members to be known as Co-ordinators.
- The Committee to be known as The Trustees.

The wording of Part 2 of this Constitution has been changed to reflect this decision.

Amendments adopted by the following signatories, being the current Trustees of The Druid Network, on the 7th March 2009.

Ms Emma Restall Orr.....

Mr Mark Rosher.....

Mr Maurice Bower

Ms Brynneth Colvin.....

Mr Phil Ryder.....

7th March 2010 – At a meeting of the trustees held at the annual general meeting of The Network the following amendments were agreed:

The following clause 7d deleted:

- The Head of The Druid Network shall have the power to prevent any amendments to this constitution should it be felt that it would contravene the Network's ethos, identity or direction.

Clause 8a:

- Membership is open to individuals over eighteen or organisations that are approved by the Trustees.

Changed to:

- Membership is open to individuals or organisations that are approved by the Trustees. Criteria for membership are set down in the published terms and conditions of membership.

Clause 13a:

- General meetings shall be chaired by the Head of The Druid Network.

Changed to:

- General meetings shall be chaired by the Chair of The Druid Network.

Clause 17b:

- The Network shall have the following Officers:
 - A Head
 - A Secretary
 - A Treasurer

Changed to:

- The Network shall have the following Officers:
 - A Chair
 - A secretary
 - A treasurer

Clause 18d:

- With the exception of the Officers each of the Trustees shall retire with effect from the conclusion of the annual general meeting three years after his or her appointment but may accept a further term of office at that annual general meeting.

Changed to:

- Each of the Trustees shall retire with effect from the conclusion of the annual general meeting three years after his or her appointment but may accept a further term of office at that annual general meeting.

New clause 18g inserted:

- Officers will be appointed at each AGM and shall hold that position until the closure of the next AGM or until the post is relinquished or the trustee holding that post ceases to be a trustee whichever is soonest. A temporary Officer may be appointed by the trustees to fill a vacated post until the outset of the following AGM.

The following clause 21f deleted:

- In the case of an equality of votes, the Head of the Network or the person who chairs the meeting shall have a second or casting vote.

Clause 21j:

- The Head of The Druid Network shall chair meetings of the Trustees.

Changed to:

- The Chair of The Druid Network shall chair meetings of the Trustees.

The wording of this Constitution has been changed to reflect this decision.

**Amendments adopted by the following signatories, being the current Trustees of
The Druid Network, on the 7th March 2010.**

Ms Emma Restall Orr.....

Mr Mark Rosher.....

Ms Brynneth Colvin.....

Mr Phil Ryder.....