Burning Nest Ltd Constitution 2025

1 Defined Terms

Each time we use one of the words or phrases below in bold, it will have the same meaning wherever it appears in the Constitution, unless an alternative is stated to apply. Where a section of the Constitution contains definitions, they must be read in conjunction with the following general definitions.

Words which do not appear in bold will have their natural and ordinary meaning.

The Act - The Companies Act 2006

AGM - A General Meeting of all **Members** of **The Organisation** held once a year.

Attendees – Individuals who attend **Burning Nest.** These are not necessarily **Members**, but are individuals who have purchased tickets.

Board – The group of individuals notified to Companies House as serving **Trustees** of **The Organisation**

Burning Nest – An annual community arts gathering or festival facilitated by **The Organisation** following the principles of **Burning Man**.

Burning Man – An annual arts gathering held in Nevada, USA.

The Burner Community - A global network of individuals participating in **Burning Man** and/or affiliated events following the principles of **Burning Man** and collectively forming the Burning Man Regionals Network. This community is inclusive and membership is informal.

Circle links - Volunteers appointed by the **Board** to lead certain key areas and to direct other **Volunteers**. They act under their own discretion and direction, subject to regular coordination meetings and the oversight of the **Board,** and have significant autonomy in managing their own areas. This role may be shared between multiple individuals as co-links.

Circles - Teams of **Volunteers** within the organisation that focus on a particular area of **Burning Nest**.

Constitution – This document setting out the organising principles under which **The Organisation** is governed. Also known as the Articles of Association.

Electronic form / Electronic means - has the meaning given in Section 1168 of **The Act**

General Meeting - A meeting of the **Members** of **The Organisation** as described in **The Act**

Members – Individuals who have applied for and been accepted as full voting members of **The Organisation**.

Principles - The 10 principles of Burning Man and the 11 principles of Burning Nest

Theme Camps – Groups of **Attendees** self-organising around a particular theme and attending **Burning Nest.** These often involve the gifting of food, drink, entertainment, art or other services to **Attendees** and are not legally or financially a part of **The Organisation.**

The Organisation – The organisation 'Burning Nest LTD', which is a private company limited by guarantee.

Trustee – An individual serving as Trustee (Director) on the Board of **The Organisation,** notified and accepted by Companies House as such. The individuals legally responsible for the administration of **The Organisation**.

Volunteers - Individuals giving their time and effort voluntarily to **The Organisation** to fulfil its objectives and to ensure the continuation and running of **Burning Nest**.

2 Objectives of **The Organisation**

A) To establish and ensure the continuation of an annual community arts gathering known as **Burning Nest** for the benefit of **Attendees, Members, Volunteers** and **The Burner Community.**

B) To maintain the status of **Burning Nest** as an official Burning Man Regional Event, complying with criteria and reporting requirements set by the **Burning Man** organisation.

C) To provide funding and opportunities for **The Burner Community** and **Theme Camps** to produce, exhibit and perform art and broader cultural activities at **Burning Nest**.

D) To promote and enhance collaboration and connection between those in **The Burner Community** in the UK and abroad. To participate in and support **The Burner Community**.

E) To support and promote the 10 principles of **Burning Man** and the 11 principles of **Burning Nest.**

F) To support and assist the establishment, growth and ongoing development, in the UK and abroad, of Burning Man culture following the principles of **Burning Man**.

3 Trustees

3.1 **Trustees** Authority and Responsibilities

A) The **Trustees** are responsible for the ultimate oversight of **Burning Nest,** the management of **the Organisation's** finances, and the final arbitration and decision of any and all issues which they determine.

B) **Trustees** will endeavour to devolve the management of **Burning Nest** and any other events and activities to committees formed of **Volunteers**, known as Circles and led by **Circle Links**, who undertake to manage delegated areas in connection with meeting objectives defined by the **Trustees** to support **The Organisation's** role set out in Article 2.

C) **Trustees** have authority to delegate any authority or powers to any individual, **Circle, member,** subcontractor or other group, and to, at any point, revoke this delegation.

D) **Trustees** have authority to intervene however necessary to pursue and support the Objectives of **The Organisation**, as set out in Article 2.

E) **Trustees** will have final authority and decision making power on the cancellation of any **Member's** Membership, in accord with 4.3 A) and B) and on the barring of any individual from **Burning Nest.**

F) **Trustees** will have final authority over the recruitment, appointment and dismissal of **Circle Links** and **Volunteers**.

G) The assets and income and profits of **The Organisation** shall be solely employed in the furtherance of the Objectives of **The Organisation**, as set out in Article 2.

H) The assets, income and profits of **The Organisation** shall not be distributed to any group or individual and shall be used solely for the furtherance of cultural activities in accordance with the Objectives of **The Organisation**, as set out in Article 2.

3.2 **Trustees** Decision Making and Meetings

A) Any decision of the **Trustees** must be a majority decision, determined as a majority of votes cast by **Trustees** present, made at a meeting which all **Trustees** have been informed of and given the opportunity to attend.

B) Decisions of the **Trustees** must be recorded in minutes of the meeting.

C) Should any **Trustees** be unable to attend a meeting they may submit a written representation of their views on any issues to be discussed, but may not cast a vote.

D) **Trustees** meetings may take place in person or remotely via **electronic means,** including telephone, video or internet communication.

E) Notice of a **Trustees** meeting must be given to all **Trustees**.

F) Any **Trustee** may call a **Trustees** meeting by giving adequate notice to all **Trustees** of the intention to hold a meeting, the reason for such meeting and by providing the means of joining the meeting remotely.

G) A Meeting of **Trustees** will be considered to be quorate where more than half the total number of **Trustees,** and no less than 3 **Trustees**, attend. No business shall be dealt with at a meeting of the trustees unless a quorum is present.

H) At each meeting the **Trustees** will appoint one of their number to chair the meeting and another to take minutes.

I) In circumstances where it is not possible to convene a **Trustees** meeting in good time before a time-sensitive decision can be made, but where **Trustees** are in communication via **Electronic Means** agreement may be sought and obtained via **Electronic Means** provided that all **Trustees** are made aware of the discussion by **Electronic Means** and have expressed their view.

J) Where it has not been possible to convene a **Trustees** meeting in good time to decide on a particular time-sensitive issue but agreement has been reached via **Electronic Means** this agreement must be ratified and recorded by a resolution at the next **Board** meeting in the following format:

“It is agreed to approve the decision to [whatever agreement was reached] stated to have been made on [the date agreement was reached] date by [the method of electronic means used].”

3.3 Conflicts of Interest

A) A conflict of interest is deemed to include, but is not limited to: A financial or personal interest held by that individual, by any firm or partnership they are a part of or by any close relative or partner, which could influence their judgement.

B) Any **Trustee** with a conflict of interest in relation to an issue discussed must disclose it to the **Board** and be recorded in the minutes**.**

C) It will be the decision of the **Board** whether a **Trustee** with a conflict of interest must recuse themselves from any discussion or decision on such an issue.

3.4 **Trustees** remuneration

A) **Trustees** are **Volunteers** and are not entitled to any payment or remuneration in money or in kind.

B) Subject to the agreement of the **Board: The Organisation** may pay any reasonable expenses incurred by **Trustees** in attending:

I) **Board** meetings or other meetings of **Trustees** or committees of **Trustees**, where it is impossible to participate by **electronic means**, and where prior agreement for the incurring of expenses has been obtained from the **Board**

ii) meetings in connection with their legal and financial obligations for the oversight of **the Organisation**

iii) any location in connection with the exercise of their duties and responsibilities to **the Organisation.**

C) Such expenses shall not include any costs associated with attending **Burning Nest.**

D) Such expenses must be disclosed in the annual financial report produced by **The Organisation**.

3.5 Appointment and removal of **Trustees**

A) **Trustees** shall hold office for no longer than 3 years, after which if they wish to continue as **Trustee** they must re-apply and seek re-election in the same manner as any other **Member** seeking election.

B) **Trustees** terms of office shall end at the 3rd **AGM** following their date of appointment.

C) Where more than 70% of **Trustees** are due to retire in one year, to ensure continuity and retention of experience, 2 **Trustees**, if willing, shall be eligible to continue unelected for the period of 1 year, regardless of the stipulations of 3.5 A) and B).

D) A **Trustee** may resign by providing written notice to the **Board.**

E) A **Trustee** is automatically removed from office if they are prohibited from being a Director by law.

F) Any **Member** is entitled to submit themselves for election as a **Trustee** by following the procedures set out by the **Board** and communicated to **Members**.

G) **Trustees** are to be appointed by individual election held at the **AGM.**

H) A **Trustee** may be removed from office by an ordinary Resolution of the **Members** at a **General Meeting**.

I) Any intention to call an ordinary resolution for removal of a **Trustee** must be notified to the **Board** at least 28 days before a **General Meeting**.

J) A **Trustee** facing removal will be entitled to speak, or make a written presentation in their defence.

K) Election of **Trustees** will be carried out as set out in 3.7

I) A **Trustee** who fails to attend three consecutive meetings without notice, shall be considered as having resigned, unless the remaining **Trustees** unanimously vote for their continuance as a **Trustee.**

3.6 Number of **Trustees**

A) The **Board** shall set the desired number of **Trustees** each year prior to the **AGM** and hold elections at the **AGM** for the purpose of securing that number of total **Trustees**

B) The maximum number of **Trustees** shall not exceed 9.

C) The minimum number of **Trustees** shall not be below 3.

D) If due to death, resignation, removal or any other reason the number of **Trustees** falls below 3 then the **Board** must within 4 months call a **General Meeting** for the purpose of electing new **Trustees**; or if no new **Trustees** are elected, for the winding up of **The Organisation.**

3.7 Election of **Trustees**

A) Any **Member** wishing to nominate themselves for election as **Trustee** must meet all criteria in Part One, and one of the criteria in Part Two below:

Part One:
i) Have attended at least one of the last 2 **Burning Nests.**
ii) Be committed to the ongoing continuation of **Burning Nest.**
iii) Have never been excluded from **Burning Nest** for breach of the code of conduct.
iv) Have never been asked to leave a theme camp they've camped with at **Burning Nest**.
v) Provide a completed board application form and CV within the advertised timescale.
vi) Be over the age of 18.
vii) Not be legally disqualified from serving as a Director or **Trustee** of a UK company;
viii) Be a **Member** of **The Organisation**.

Part Two:
- Have previously held a **Circle Link,** or Circle Co-Link role, at **Burning Nest**; or
- Have previously been a site lead; or
- Have previously led a **Theme Camp** at **Burning Nest** (including Welfare); or

- Have previously brought large scale art to **Burning Nest** (including Temple or Effigy); or
- Have previously been a **Trustee** of Burning Nest Ltd.

B) The final decision as to whether the above criteria in 3.7 are met by any **Member** rests with **The Board**.

C) Any **Member** seeking election as **Trustee** must be proposed by a **Member** eligible to vote, in person, at the **General Meeting**.

D) Any **Member** seeking election as **Trustee,** having first been validly proposed, must be seconded by a **Member** eligible to vote, in person, at the **General Meeting**.

E) The election of **Trustees** will be carried out in line with sections 5.6, 5.8, 5.9 and the terms of **The Act**.

4. Members

4.1 Obtaining Membership

A) Membership of **The Organisation** is open to anyone who has attended **Burning Nest.**

B) **The Board** reserves the right to revoke membership of anyone who cannot prove prior attendance at **Burning Nest.**

C) Those seeking to become **Members** are required to complete an application form and must be provided with a set of documents explaining membership. This may be provided in electronic format, or via a link to a website page.

D) The **Trustees,** or deputed membership secretary, shall consider each application for membership as soon as is practicable after online application, and shall, within a reasonable time after the application, notify by email the applicant of their decision on the application.

E) The **Trustees** may, at their discretion, refuse to admit any person to membership.

F) Membership will not be valid until an email confirming that individual's acceptance has been sent by **The Organisation.**

4.2 Membership Fees

A) No membership fees shall be payable.

4.3 Withdrawal from, transfer and termination of Membership

A) **The Organisation** may revoke the membership of any **Member** for any reason other than those set out in B) or C) by Ordinary Resolution in line with section 5.9, provided that:

i) The **Member** must be given at least 21 days notice of the intention to propose the resolution, along with the reasons for the proposed revocation of membership;

ii) The **Member** concerned shall be entitled to be heard on the resolution at the general meeting at which the resolution is proposed.

B) **The Organisation** may revoke the membership of any **Member** who cannot prove prior attendance at **Burning Nest**, when challenged to do so. No Ordinary Resolution is required to do so.

C) The Organisation may revoke the membership of any **Member** who has been evicted or banned from attending **Burning Nest**. No Ordinary Resolution is required to do so. Such individuals are able to reapply for membership.

D) Membership of **The Organisation** shall continue for a period of 1 year from the date of the email confirming that individual's acceptance, or from the annual renewal date if renewed. Membership may be renewed at the request of the **Member**.

E) Membership of **The Organisation** shall continue until it expires, is ended by the **Member**, **The Organisation**, by death of the **Member** or by the winding up of **The Organisation**.

F) Membership of **The Organisation** is not transferable.

4.4 Register of Members

A) In accordance with the requirements of **The Act** the **Board** shall maintain a register of members containing the names, postal addresses and email addresses of the members; the date on which each person was registered as a member; and the date at which any person ceased to be a member.

B) Any member may inspect the register of members. However the register provided for inspection must not include a members:

i) real name, if they have elected to obscure this; or

ii) personal contact information.

4.5 Rights of Members

A) A **Member** has the right:

i) to receive notice of **General Meetings** in the manner and time specified in this **Constitution;**

ii) to submit items of business for consideration at **General Meetings**;

iii) to attend and be heard at **General Meetings**, provided their membership began at least 60 days before the date of the **General Meeting**;

iv) to vote at a **General Meeting**, provided their membership began at least 60 days before the date of the **General Meeting;**

v) to have access to the minutes of **General Meetings** and other documents of **the Organisation,** unless confidential;

vi) to inspect the register of **Members**;

vii) to stand for election as a **Trustee**, provided they meet the criteria set out in article 3.7;

viii) to delegate their vote on any resolutions to **The Board.**

viii) to receive a copy of the annual accounts.

B) A **Member** has no right:

i) to appoint a proxy to vote at a general meeting, or to delegate or assign their vote other than to **The Board**.

ii) to preferential access to tickets for **Burning Nest.**

4.6 Liability of Members

A) Each **Member** undertakes that if **The Organisation** is wound up while they are a **Member** (or within one year after they cease to be a **Member**), they will contribute a maximum of £1 to the assets of The Organisation, to be used for:

i) payment of the Organisation's debts and liabilities contracted before they cease to be a **member**;
ii) payment of the costs, charges and expenses of winding up, and
iii) adjustment of the rights of the contributories among themselves.

<u>5. General Meetings</u>

5.1 Convening of **General Meetings**

A) The **Trustees** shall convene an **AGM** in each financial year.

B) The first **AGM** shall be held no later than 12 months after the adoption of this **Constitution**.

C) No more than 16 months shall elapse between one **AGM** and the next.

D) The **Trustees** may convene a **General Meeting** at any time.

E) The **Trustees** must convene a **General Meeting** if validly required under section 303 of **The Act** or section 518 of **The Act.**

F) Any **General Meeting** convened must allow members to attend, speak and vote by **Electronic Means.**

5.2 Notice of **General Meetings**

A) Notice of a **General Meeting** must be given at least 14 full days before the date of the **General Meeting**.

B) Notice of a **General Meeting** must specify the time and place of the meeting; the general nature of the business to be dealt with; if a special resolution is to be proposed, the fact that it is a special resolution; and shall also give the exact wording of the resolution.

C) Notice of an **AGM** shall specify that the meeting is to be an **AGM.**

D) Notice of every **General Meeting** shall be given:
i) by email to the registered email address held for each **Member;** or
ii) by means of the website of **The Organisation**, subject to the requirements of Section 309 of **The Act.**

5.3 Quorum for **General Meetings**

A) No business other than appointment of a chair of the meeting is to be carried out at a **General Meeting** if the persons attending do not constitute a quorum.

B) As membership will vary over time the required quorum is defined as whichever is the lower of:
i) Thirty (30) **Members** entitled to vote; or
ii)Where membership is below 100 a quorum of 20% of **Members** entitled to vote;
Where membership is between 101 and 500 a quorum of 10% of **Members** entitled to vote;
Where membership is between 501 and 1,000 a quorum of 5% of **Members** entitled to vote;
Where membership is above 1,001 a quorum of 4% of **Members** entitled to vote;

C) **Members** entitled to vote who have delegated their votes on any resolutions to the **Board** shall be considered as persons attending for the purposes of determining a quorum.

5.4 Content of **General Meetings**
A) The business of each AGM shall include:

i) A report by the **Trustees** on the activities of **The Organisation;**
ii) A report by the **Trustees** on the finances of **The Organisation**;
iii) The election or re-election of **Trustees,** if there are vacancies to be filled;
iv) Approval of the minutes of the previous **AGM**.

5.5 Attendance at **General Meetings**

A) All **Members** are entitled to attend and speak at a **General Meeting,** provided their membership began at least 60 days before the date of the general meeting.

B) The chair of the meeting may permit non-members to attend and speak at a **General Meeting**. Such non-members shall not be permitted to vote.

5.6 Voting at **General Meetings**

A) All **Members** are entitled to vote at a **General Meeting,** provided their membership began at least 60 days before the date of the general meeting.

B) Every Member shall have one vote on each resolution, which must be cast personally or delegated to **The Board** as noted in section 5.7.

C) A resolution for the election or re-election of **Trustees** put to a vote at a general meeting shall be decided by secret ballot.

D) A resolution, other than in 5.6 C), put to a vote at a general meeting must be decided on a show of hands unless a secret ballot is demanded as specified under article 5.9 B).
i) Votes in a resolution delegated to the board shall be treated as a valid show of hands, with the number of votes cast for each option disclosed after completion of the vote.

E) For the purposes of determining the number of votes cast: only the number of votes in favour, compared to the number of votes against, shall be considered.

F) A resolution put to a vote at a **General Meeting** must achieve a minimum threshold of 30% of eligible votes in order to pass, subject to meeting the requirements of 5.9 D) & E). Eligible votes are considered to be only those votes delegated to the board and those votes able to be cast in person by **Members.**

G) Any objection to the qualification of any person to vote must be referred to the chair of the meeting whose decision is final.

5.7 Handling of delegated votes
A) Where Members have chosen to assign or delegate their votes on any resolutions to the **Board** these shall be cast at the discretion of the **Board** where their opinion on any resolution is unanimous.
B) Where the **Board** disagrees on how delegated votes should be cast these votes will be allocated on a pro-rata basis, with delegated votes to be cast in proportion to the split of opinion among the **Board.**

5.8 Procedure at General Meetings

A) The **Board** must appoint a chair of the meeting from among their number.

B) If any Member eligible to vote requests a resolution to be decided by secret ballot, rather than a show of hands, this shall be done.

C) If no Quorum is reached within half an hour of the meeting's scheduled start time, or if during the meeting a quorum ceases to exist, the chair of the meeting must adjourn it.

D) The chair of the meeting may adjourn a **General Meeting** at which a quorum is present if the meeting agrees, by majority, to adjourn.

E) When adjourning a **General Meeting** the chair of the meeting must either specify the time and place to which it is adjourned or state it is to continue at a time and place to be fixed by the **Trustees**.

5.9 Special and ordinary resolutions

A) No resolution will be accepted which is not provided in writing to the **Board** within the timescales set out here and in **The Act**.

B) Any ordinary resolution is to be treated as advisory and not binding the **Board or The Organisation** to action, other than in cases where the ordinary resolution is to remove a **Trustee** from office, elect a **Trustee** to office, or another matter specified in **The Act**.

C) In the case of any ordinary resolution to remove a Trustee from office. Special Notice must be made to **The Organisation** at least 28 days prior to the date of the general meeting, in accordance with **The Act.**

D) A special resolution requires 75%, plus one vote, of the votes cast to be passed.

E) An ordinary resolution requires a simple majority of the votes cast to be passed.

F) No resolutions shall be put to a vote which require **Theme Camps**, **Volunteers** or **Circle Links** to carry out, or refrain from carrying out any action

G) No resolutions shall be put to a vote which require the **Board** to instruct **Theme Camps**, **Volunteers** or **Circle Links** to carry out, or refrain from carrying out any action.

H) Any resolutions to be put to a vote must be submitted to the **Board** in written or **electronic form** at least 28 days before the date of the **AGM.** These resolutions are to be treated as special resolutions, unless **The Organisation** is notified otherwise when the intention to propose a resolution is put to them, or this is required by **The Act**.

I) **The Organisation**, acting in accordance with **The Act** may by special resolution:
i) alter its name;
ii) alter any provision of this **Constitution** or adopt a new **Constitution.**
iii) expel any **Member** from membership of **The Organisation.**

J) No resolutions shall be put to a vote which would be ineffective if passed. Such resolutions include, but are not limited to, resolutions containing offensive language; resolutions incompatible with this **Constitution**, governing law, regulations, licensing conditions or contracts between **The Organisation** and third parties.

K) No resolutions shall be put to a vote which does not directly relate to the running of **The Organisation**.

L) A notice of a members' resolution to be considered at a **General Meeting** shall not be valid unless it:
(i) sets out the resolution; and
(ii) is sent to **The Board** so as to be received within the timescales set out in C) & H); and
(iii) is signed by not less than forty (40) members who have been members eligible to vote in that **General Meeting** in which the resolution is submitted of whom five have signed as "proposers" and the others have signed as “supporters".

6. Theme Camps, Volunteers and Circle Links

6.1 Theme Camps

A) **Theme Camps** are autonomous organisations made up of **Burning Nest Attendees**. **The Organisation** may require that they meet certain standards in relation to **Attendee** safety, child protection and compliance with regulatory, legal or health & safety standards.

B) **The Organisation** may at its discretion put in force a memorandum of understanding between **Theme Camps** and **the Organisation** governing their operation, activities, responsibility for insurance, compliance with regulatory and safety requirements, or contractual obligations entered into by **the Organisation** and any other aspects in relation to their presence at **Burning Nest**. Failure to comply with these agreements may result in action including exclusion from the event.

C) **The Organisation** is responsible for geographical placement of **Theme Camps** at **Burning Nest**.

D) Other than as agreed between **Theme Camps** and **The Organisation** under 6.1 B) and other than in cases of safety or compliance with legal, regulatory or licensing requirements, **The Organisation** will not dictate to **Theme Camps** what actions they should undertake or how they should undertake their activities.

6.2 Circle Links

A) **Circle Links** have responsibility for their **Circles**, the area they have committed to managing and leading to deliver the goals set by the **Board** or set through consultation with other **Circle Links**.

B) **The Board** will not seek to tell **Circle Links** or **Volunteers** how to carry out their roles other than in cases of safety and compliance with legal, regulatory or licensing requirements.

C) **Circle Links** are appointed by **The Board** and hold their positions for a calendar year, or until removed by **The Board** or resigning**. Circle Links** may reapply for their positions in the following year.

7. Administration

7.1 Board Roles

A) The **Board** may designate specific places on the Board to be filled by individuals carrying out the functions of Finance, Chair and Secretary. Individuals filling these roles are to undergo election as **Trustees** in the normal manner.

7.2 Winding Up

A) If on the winding up of the company any property or assets remain after satisfaction of all the companies debts and liabilities, such property or assets shall not be distributed among **Members**, but shall be transferred to another UK based member organisation of the Burning Man Regional Network, as may be decided by the members at the time of or prior to the dissolution.

B) To the extent that 7.2 A) cannot be complied with, the relevant property or assets shall be transferred to the **Burning Man** organisation, registered in the U.S.A.

7.3 Indemnity & Insurance

A) **The Organisation** may purchase and maintain any insurance designed to recompense any **Trustee** or **Circle Link** against any loss or liability they may incur in connection with the execution of their duties.

7.4 Minutes

A) The **Board** shall ensure that minutes are made of all **General Meetings** and **Board** meetings.

7.5 Public Documents

A) The **Board** shall produce and make available on the website annually an accurate financial report for the year showing **the Organisation's** income, expenditure and financial position for that year.

B) **The Board** shall produce and make available on the website an event wrap up report providing broad information on that year's **Burning Nest**. This shall be done within that calendar year.

7.6 Calculation of period of notice
A) When referring to a specific number of days, the notice period (the number of days specified) will be calculated as follows:
The day the notice is first given, as well as the day of the event being notified, must both be excluded from the calculation of duration.