Constitution of Digital Creators Union

Version: 1.1 for member review and adoption
Jurisdiction: England and Wales
Status: Constitution of an unincorporated association
Proposed effective date: [insert date on adoption]

> **Important status note.** This document is prepared for DCU member review and adoption. It becomes the governing constitution only when it is approved in accordance with clause 19 and signed or otherwise formally recorded by the founding members. It is not a substitute for advice on DCU's particular activities, contracts, tax position, data protection arrangements or any future incorporation. DCU should obtain independent legal and accounting advice before adoption and before undertaking material licensing activity.

1. Name and status

1.1 The name of the association is **Digital Creators Union**, abbreviated to **DCU**.

1.2 DCU is an unincorporated association governed by this Constitution and by the law of England and Wales.

1.3 DCU is not a company, charity, community interest company, registered trade union, collecting society or collective management organisation unless and until it is separately established, authorised or registered as such. Nothing in this Constitution represents that DCU currently has separate legal personality, limited liability, statutory bargaining rights or authority to compel a platform or other person to enter a licence.

1.4 The principal correspondence address of DCU shall be determined by the Committee and published to members. The Committee shall keep the address reasonably current.

2. Purpose and objects

2.1 DCU exists to advance the economic, moral and professional interests of digital creators and to support a fair, transparent and sustainable digital and AI economy.

2.2 DCU's objects are to:

(a) represent and support writers, journalists, educators, video makers, social creators, consultants, B2B experts and other people who create, publish or teach online;

(b) develop and operate a proposed creator-led licensing initiative, and where a member has given a valid written mandate, propose, negotiate and administer voluntary licences for specified commercial uses of rights the member owns, controls or is legally authorised to grant;

© where DCU lawfully receives income under an executed agreement, account for it and distribute the appropriate share under an approved distribution policy after properly approved costs, reserves, taxes and other obligations;

(ca) support members in understanding and, where appropriate, exercising rights and permissions relating to copyright works, personal data, image, voice, likeness, metadata and related interests, subject to applicable law and third-party obligations;

(d) promote informed consent, fair remuneration, attribution, integrity and other economic and moral rights of creators;

(e) provide education, guidance, research, campaigns and community support relating to creator rights, copyright, licensing, data and artificial intelligence; and

(f) establish a transparent institution that is accountable to creators and capable of conversion to an appropriate incorporated social-enterprise structure if members decide that conversion is in DCU's interests.

2.3 DCU shall pursue these objects for the benefit of the creator community and shall not operate for the private enrichment of any individual member, Committee member or founder. DCU does not currently claim trade-union status, collective-bargaining rights, collecting-society status or statutory authority to represent a member in a dispute.

2.4 DCU may undertake trading or other income-generating activity only where that activity supports its objects and is authorised by the Committee or the members as required by this Constitution.

3. Powers

3.1 To further its objects, DCU may:

(a) enter into contracts and appoint agents, advisers, employees and suppliers;

(b) negotiate, grant, administer and enforce licences and mandates within the authority given by members;

© open and operate bank accounts;

(d) receive membership fees, licence income, grants, donations and other lawful income;

(e) acquire, licence, protect and manage intellectual property and information;

(f) insure its activities and purchase professional advice;

(g) establish working groups, advisory panels and chapters; and

(h) do anything lawful and incidental to its objects.

3.2 DCU shall not borrow, give guarantees, acquire significant assets or enter a contract outside the approved budget without Committee approval. The Committee shall set appropriate internal approval limits and record them in the minutes.

4. Membership

4.1 Membership is open to an individual who:

(a) is aged 18 or over;

(b) creates, publishes, teaches or otherwise contributes original work or professional insight in digital media; and

© supports DCU's objects and agrees to comply with this Constitution and the DCU Code of Conduct.

4.2 The Committee may admit a person to membership on receipt of a completed application. It may refuse an application only for a reasonable and documented reason, including a material conflict with DCU's objects, capacity or integrity.

4.3 Membership is personal and may not be transferred.

4.4 The Committee shall maintain a membership register containing each member's name, contact details, membership date and status. It shall process that information lawfully and transparently.

4.5 A member may resign by written notice. Resignation does not remove obligations already incurred under a contract, mandate, licence or other binding arrangement.

4.6 The Committee may suspend or terminate membership for serious or repeated breach of this Constitution, the Code of Conduct or a member mandate, or for conduct materially harmful to DCU. A temporary suspension may be imposed where necessary to protect members, evidence or DCU's operations. The member must receive written reasons and a reasonable opportunity to respond, normally within 14 days. A member may appeal within 14 days; the appeal shall be considered by an independent reviewer appointed by the Committee or, where that is not practicable, by the next General Meeting. The appellant may not vote on their own appeal. Termination does not extinguish accrued payment rights, but DCU may withhold a disputed distribution pending resolution.

4.7 Membership does not itself transfer copyright, ownership of content or ownership of data to DCU.

5. Member rights and duties

5.1 Each member has one vote at a General Meeting, subject to this Constitution.

5.2 Members may inspect the approved Constitution, annual report, annual financial summary, minutes of General Meetings and material policies, subject to lawful confidentiality and data-protection restrictions.

5.3 Members must:

(a) act honestly and in good faith towards DCU and other members;

(b) provide information reasonably required to administer a mandate or distribute income;

© keep their contact details reasonably current;

(d) respect confidentiality and personal data; and

(e) comply with the Constitution, Code of Conduct and any licence or mandate they have signed.

5.4 No member has authority to bind DCU unless that authority has been expressly granted by the Committee or by a valid member resolution.

6. Creator Contribution Licence and member mandates

6.1 DCU may develop a Creator Contribution Licence and related mandates. Membership alone does not transfer rights to DCU, authorise DCU to act for a member, guarantee a licence deal or guarantee payment. No platform or other counterparty is required to accept a DCU licence. The legal effect of each mandate shall be stated in the separate document signed or accepted by the member.

6.2 Unless a member expressly agrees otherwise in a separately reviewed written agreement, a mandate should be non-exclusive and should identify:

(a) the works, content, data or rights covered;

(b) the permitted uses and territories;

© the duration and termination rights;

(d) DCU's authority to negotiate, grant or administer licences;

(e) reporting, payment and deduction arrangements; and

(f) any attribution, moral-rights or opt-out arrangements.

6.3 A member may authorise DCU only in relation to rights the member owns, controls or is legally authorised to grant. The member must identify, and remain responsible for checking, employer, client, co-author, platform, AI-tool, music, stock, likeness and other third-party rights and contractual restrictions. DCU shall not represent that it can licence rights which a member does not own or control.

6.4 DCU shall maintain records sufficient to identify mandates, licences, income received, permitted deductions and distributions. It shall provide members with clear information about the operation of their mandates. Any data-related activity shall have a documented purpose, lawful basis, transparency information, access controls, retention rule and process for data-subject rights before the activity begins.

6.5 DCU shall not promise a minimum payment, licence deal, legal representation, insurance cover or commercial outcome unless that promise is expressly set out in a binding written agreement. Eligible members may receive distributions only if DCU secures licence income and only under the applicable agreement and approved distribution policy.

7. Distribution and reserves

7.1 Subject to lawful costs, taxes, refunds, chargebacks, reserves and contractual obligations, DCU intends to distribute a majority of net licence income to eligible members whose rights generated that income. This is a policy objective, not a guaranteed entitlement, and no fixed percentage applies until approved in a written distribution policy.

7.2 The Committee shall propose a distribution policy for approval by the members. The policy shall explain the calculation method, deductions, payment timetable, unclaimed income and dispute process.

7.3 DCU shall maintain reasonable reserves for operating costs, liabilities, professional advice, insurance, disputes and continuity. Reserves are not distributable to individual members merely because they are members.

7.4 No Committee member or founder is entitled to a share of licence income merely by holding office. Reasonable payment for approved work or expenses may be made under clause 12.

8. General Meetings

8.1 DCU shall hold an Annual General Meeting once in each financial year, within six months after the end of the financial year where reasonably practicable.

8.2 The Committee or at least 20% of voting members may call a Special General Meeting. The request must state the proposed business.

8.3 At least 14 clear days' notice of a General Meeting shall be sent to members. The notice shall state the date, time, place or electronic method, agenda and any proposed special resolution.

8.4 The quorum is the greater of five voting members or 20% of voting members, rounded up, subject to a minimum of three. Until DCU has five voting members, at least three founding or voting members must participate. A Committee member who is conflicted on a matter may attend for information but shall not count for the quorum on that matter.

8.5 The chair of the meeting shall ensure that members have a fair opportunity to speak and that decisions are recorded accurately.

8.6 Ordinary decisions shall be made by a simple majority of votes cast. The chair has a casting vote only where the votes are equal, except on a resolution to amend this Constitution, remove a Committee member, approve a related-party transaction or dissolve DCU.

8.7 A General Meeting may be held wholly or partly online if members can hear, speak and vote with reasonable reliability. The Committee shall use reasonable measures to verify voting eligibility and prevent duplicate votes. Where a meeting is impractical, a written resolution may be used if the same notice, voting threshold and record-keeping requirements are followed.

9. Special resolutions

9.1 A special resolution requires at least 75% of votes cast at a quorate General Meeting.

9.2 The following matters require a special resolution:

(a) amendment of this Constitution;

(b) change of DCU’s name or objects;

© approval of a transaction involving a material conflict of interest;

(d) conversion, merger or transfer into an incorporated structure; and

(e) dissolution of DCU.

10. The Committee

10.1 The affairs of DCU shall be managed by a Committee of at least three and no more than nine members.

10.2 The first Committee shall be the founding Committee named in the adoption record. Thereafter, Committee members shall be elected by the members at the Annual General Meeting.

10.3 The Committee shall appoint a Chair, Secretary and Treasurer. One person may hold more than one office except that the same person shall not act as both Chair and Treasurer unless the members approve the arrangement and adequate financial controls are in place.

10.4 A Committee member serves until the end of the second Annual General Meeting after appointment, unless they resign, are removed or cease to be a member. They may stand for re-election.

10.5 The Committee may co-opt a member to fill a vacancy until the next Annual General Meeting, provided that the Committee remains quorate.

10.6 The Committee shall meet at least quarterly. The quorum is three Committee members or one half of the Committee, rounded up, whichever is greater.

10.7 Decisions of the Committee shall be by simple majority. The Chair has a casting vote only where the votes are equal.

10.8 The Committee shall keep minutes of meetings, maintain a register of interests and report material decisions to members.

10.9 A Committee member may be removed by a special resolution if they are unable to perform their role, seriously breach this Constitution, misuse DCU property or act in a way materially harmful to DCU. The member must receive written notice and a fair opportunity to respond.

11. Officers’ duties and conflicts

11.1 Committee members shall act in good faith for DCU’s objects, exercise reasonable care and skill, protect DCU’s assets and comply with this Constitution.

11.2 A Committee member must disclose any direct or indirect interest in a proposed or existing transaction. This includes an interest in a company or AI product, a contract with the founder or a connected person, and any commission, administration fee, consultancy payment or other benefit. The disclosure shall be recorded in the minutes.

11.3 Unless the non-conflicted Committee members decide otherwise, a conflicted member shall not vote, shall not count in the quorum for that matter and shall leave the meeting while the matter is discussed.

11.4 DCU shall not make a payment or confer a benefit on a Committee member or connected person unless the payment is reasonable, properly authorised, recorded and consistent with DCU’s objects.

11.5 DCU may indemnify a Committee member from DCU funds for liabilities properly incurred in carrying out an authorised DCU function, except to the extent caused by fraud, dishonesty, wilful misconduct or a knowing breach of duty. This clause does not guarantee protection from personal liability and does not replace insurance or legal advice.

12. Finance and records

12.1 DCU’s financial year shall end on 31 March unless the Committee decides another date and records the decision.

12.2 DCU money shall be held in an account in DCU’s name where the bank permits, or otherwise in a clearly designated account held by authorised officers as agents for DCU.

12.3 Payments shall normally require two authorised approvals. No person may approve a payment to themselves.

12.4 The Treasurer shall keep complete accounting records and prepare an annual financial summary for members. The Committee shall arrange independent examination or audit where required by law, contract, funder or member resolution.

12.5 Before receiving or distributing money for members, the Committee shall approve a Finance and Distribution Policy covering the legal capacity in which DCU receives funds, VAT and tax treatment, payment fees, legal and recovery costs, refunds, minimum thresholds, unclaimed distributions, currency conversion, international payments, member tax responsibilities, anti-money-laundering checks and sanctions screening. DCU shall comply with applicable tax, anti-money-laundering, sanctions, employment, insurance and record-keeping obligations.

12.6 Members are not personally liable for DCU debts solely because they are members, except to the extent that applicable law, a personal guarantee, their own wrongful act or this Constitution makes them liable. Because DCU is unincorporated, the Committee must obtain advice on contracting and liability before undertaking material obligations.

13. Intellectual property, confidentiality and data

13.1 DCU owns the intellectual property it creates, subject to third-party rights and member mandates.

13.2 A member retains ownership of their work unless they expressly transfer a specified right in writing. A licence or mandate shall be interpreted narrowly in favour of the rights expressly granted.

13.3 Members and officers must keep confidential information confidential unless disclosure is authorised, legally required or necessary to perform an approved DCU function.

13.4 DCU shall maintain a privacy notice, lawful-basis assessment, retention schedule, breach procedure, processor register and data-subject request process before collecting member information, platform information or content registers. The Committee shall identify whether DCU acts as controller, joint controller or processor for each activity and shall maintain suitable access, international-transfer and security procedures.

14. Policies and standards

14.1 The Committee may adopt policies consistent with this Constitution, including policies on safeguarding, equality, complaints, conflicts, data protection, licensing, distributions, expenses, social media and information security.

14.2 A policy may not override this Constitution or create a financial or licensing obligation for a member unless the member has agreed to that obligation.

15. Complaints and disputes

15.1 DCU shall maintain a written complaints procedure. Complaints should first be made to the Secretary or another person nominated by the Committee.

15.2 A person with a conflict must not investigate or decide a complaint.

15.3 The Committee may appoint an independent reviewer or mediator where appropriate. The procedure does not prevent a person from seeking legal advice or exercising a statutory right.

15.4 Members shall try in good faith to resolve internal disputes through discussion or mediation before starting court proceedings, except where urgent protective relief or a limitation deadline makes that impractical.

16. Equality and conduct

16.1 DCU shall seek to provide an inclusive environment and shall not unlawfully discriminate against members or applicants.

16.2 Harassment, intimidation, discrimination, abuse, fraud, misuse of confidential information and deliberate misrepresentation of DCU are prohibited.

16.3 The Committee may take proportionate action under clause 4.6 or 10.9 after a fair process.

17. Future conversion to a CIC

17.1 The members may consider conversion to a Community Interest Company or another incorporated social-enterprise structure when the Committee reports that incorporation is in DCU’s interests. Conversion must not be presented to members as automatic, guaranteed or already approved.

17.2 Conversion is not automatic. Before proposing it, the Committee shall obtain appropriate legal and accounting advice and prepare a report covering the proposed community interest, articles, asset-lock arrangements, membership rights, intellectual-property ownership, contracts, licences, data, staff, liabilities, tax and member approval process.

17.3 Any conversion or transfer requires a special resolution under clause 9 and all approvals, filings and registrations required by law. Until those steps are complete, DCU remains an unincorporated association governed by this Constitution.

17.4 If DCU becomes a CIC, the registered articles and applicable company law shall govern the company. The Committee shall publish a transition statement explaining which provisions of this Constitution are replaced and how members’ rights are protected.

18. Dissolution

18.1 DCU may be dissolved by a special resolution or when the Committee determines that its objects can no longer reasonably be pursued.

18.2 The Committee shall first pay or make provision for DCU’s debts and liabilities, including contractual and licensing obligations.

18.3 Any remaining assets shall be transferred to one or more organisations with similar creator-rights or community-benefit objects, chosen by the members in the dissolution resolution. No remaining assets shall be distributed among members, Committee members or founders.

18.4 The Committee shall arrange final accounts, close or transfer records lawfully and notify relevant counterparties and authorities where required.

19. Adoption and amendment

19.1 This Constitution is adopted when approved by a special resolution at a properly convened General Meeting and recorded in signed minutes or an equivalent reliable record.

19.2 The adopted Constitution shall be dated, versioned and made available to members. The Secretary shall retain the signed adoption record with the Constitution.

19.3 An amendment takes effect on the date specified in the approving resolution, unless a later date is required by law, contract or a regulator.

20. Interpretation

20.1 In this Constitution, “Committee” means the management committee of DCU; “General Meeting” means an Annual General Meeting or Special General Meeting; “member” means a person admitted under clause 4; and “special resolution” has the meaning in clause 9.

20.2 If a provision is unlawful or unenforceable, it shall be read down to the minimum extent necessary and the remainder shall continue in force.

20.3 Headings are for convenience and do not affect interpretation.

Adoption record

The members of Digital Creators Union adopted this Constitution by special resolution at a General Meeting held on:

Date: ______________________________________

Place or online method: ______________________

Chair: ______________________________________

Secretary: ___________________________________

Founding Committee members:

1. ____
2. ____
3. ____
4. ____
5. ____

Member resolution reference or minute number: ___________________________

Legal basis and review note

This Version 1.1 is a member-review update responding to a legal-risk review. It intentionally separates membership from authority to licence, distinguishes rights from personal data and avoids promising platform payment or member distributions. A separate solicitor-reviewed member mandate, licence agreement, Finance and Distribution Policy, privacy notice and complaints procedure remain required before DCU begins collective licensing or receives money for members.

This Constitution is drafted for an England-and-Wales unincorporated association. GOV.UK describes an unincorporated association as an organisation formed by agreement between people for a non-profit purpose and states that individual members may be responsible for debts and contractual obligations. 1

The proposed future-CIC route is deliberately conditional. GOV.UK describes a CIC as a limited company with a community purpose, a community-interest test and a compulsory asset lock. A CIC also has continuing reporting and regulatory obligations. 2

The Constitution should be reviewed by a solicitor who understands collective licensing, copyright, data protection and social enterprise structures before adoption. The founders should also confirm whether DCU will be a charity, a social enterprise, a collective management organisation or another regulated body for any particular activity.

References