



Constitution of Bloomsbury Institute's Student Guild

[An unincorporated Association]

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Document Version Control

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1. Introduction

- A. Bloomsbury Institute's Student Guild ("the Guild") is a students' union within the meaning of Section 20 of the Education Act 1994. Although the provisions of the Education Act 1994 do not apply to the Guild (because Bloomsbury Institute is not an "establishment" to which the Education Act 1994 applies), this Constitution seeks to comply with the provisions within the Education Act 1994. The Guild is devoted to the educational interests and welfare of its Members.
- B. The Guild will seek at all times to:
- (i) ensure that the diversity of its membership is recognised and that equal access is available to all Members;
 - (ii) pursue its aims and objectives independent of any political party or religious group; and
 - (iii) pursue equal opportunities by taking positive action within the law to facilitate participation of groups discriminated against by society.
- C. Following consultation with the Bloomsbury Institute (previously called the London School of Business and Management) Student Staff Consultative Forum, the first version of this Constitution was approved by the Bloomsbury Institute Board of Directors and came into force on 1 February 2017. The Constitution can be amended in accordance with **Clauses 13 and 14**. The Constitution has been structured to give the Board of Trustees reasonable authority to manage the affairs of the Guild in a professional manner.
- D. The Bloomsbury Institute is committed to ensuring that the Guild operates in a fair and democratic manner and is held to proper account for its finances. This is in keeping with the Education Act 1994. The Guild therefore works alongside the Bloomsbury Institute in ensuring that the affairs of the Guild are properly conducted and that the educational and welfare needs of the Members are met.

2. Definitions and Interpretation

1. The meanings of any defined terms used in this Constitution are set out in **Clause 107**. If any dispute arises in relation to the interpretation of this Constitution, it shall be resolved by the Board of Trustees.

3. Name

2. There shall be a student guild in the name of Bloomsbury Institute Student Guild (and in this Constitution, it is called "the Guild").

4. Objects

3. The Guild's objects are the advancement of education of students at Bloomsbury Institute for the public benefit by:
- a. promoting the interests and welfare of students at Bloomsbury Institute during their course of study and representing, supporting and advising Students;
 - b. being the recognised representative channel between Students and Bloomsbury Institute and any other external bodies; and

- c. providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of Students.

4.1 Powers

- 4. To further its objects, but not to further any other purpose, the Guild may:
 - a. provide services and facilities for Members;
 - b. establish, support, promote and operate a network of student activities for Members;
 - c. support any fundraising activities carried out by its Members, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised;
 - d. alone or with other organisations:
 - i. carry out campaigning activities;
 - ii. seek to influence public opinion; and
 - iii. make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that the Guild complies with any legislative or regulatory requirements;
 - e. write, make, commission, print, publish or distribute materials or information or assist in these activities;
 - f. promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
 - g. promote, encourage, carry out or commission research, surveys, studies or other work and publish any useful results;
 - h. provide or appoint others to provide advice, guidance, representation and advocacy;
 - i. cooperate with other bodies and exchange information and advice with them;
 - j. become a member, affiliate or associate of other bodies;
 - k. support, set up or amalgamate with other bodies with objects the same or similar to the Guild's objects, and act as or appoint trustees, agents, nominees or delegates to control and manage such other bodies;
 - l. purchase or acquire all or any of the property, assets, liabilities and engagements of any body with objects the same or similar to the Guild's objects;
 - m. raise funds and invite and receive contributions from any person;
 - n. borrow and raise money on such terms and security as the Guild may think suitable;
 - o. purchase, lease, hire or receive property of any kind including land, buildings and equipment and maintain and equip it for use;
 - p. sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property;
 - q. make grants or loans of money and give guarantees;

- r. set aside funds for special purposes or as reserves against future expenditure;
- s. invest and deal with the Guild's money not immediately required for its objects in or upon any investments, securities, or property;
- t. delegate the management of investments to an appropriately experienced and qualified financial expert provided that:
 - i. the investment policy is set down in writing for the financial expert by the Trustees;
 - ii. every transaction is reported promptly to the Trustees;
 - iii. the performance of the investment is reviewed regularly by the Trustees;
 - iv. the Trustees are entitled to cancel the delegation at any time;
 - v. the investment policy and the delegation arrangements are reviewed at least once a year;
 - vi. all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - vii. the financial expert may not do anything outside the powers of the Trustees;
- u. arrange for investments or other property of the Guild to be held in the name of a nominee (being a natural or legal person having an established place of business in England and Wales) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required;
- v. lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any natural or legal person;
- w. open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute negotiable instruments such as promissory notes or bills of exchange;
- x. trade in the course of carrying out any of its objects;
- y. establish or acquire subsidiary bodies to carry on any taxable trade;
- z. subject to **Clauses 5 to 10** (Limitation on private benefits), employ and pay employees and professionals or other advisors;
- aa. grant pensions and retirement benefits to employees of the Guild and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Guild and their dependants;
- bb. pay out of the funds of the Guild the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Guild provided that no such insurance shall extend to:
 - i. any claim arising from any liability incurred by the Trustees to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);

- ii. any liability incurred by the Trustees in defending any criminal proceedings in which the Trustees are convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct; or
- iii. any liability incurred by the Trustees to the Guild that arises out of any conduct which the Trustees knew (or must reasonably be assumed to have known) was not in the interests of the Guild or in the case of which they did not care whether it was in the best interests of the Guild or not; and
- iv. do all such other lawful things as shall further the Guild's objects.

5. Limitation on private benefits

- 5. The income and property of the Guild shall be applied solely towards the promotion of its objects.
- 6. Subject to **Clause 7**, no part of the income and property of the Guild may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Guild.
- 7. **Clause 6** shall not prevent any payment in good faith by the Guild of:
 - a. any payments made to any Member in their capacity as a beneficiary of the Guild;
 - b. any reasonable and proper remuneration to any Member for any goods or services supplied to the Guild provided that if such Member is a Trustee **Clause 8** shall apply;
 - c. interest on money lent by any Member to the Guild at a reasonable and proper rate; and
 - d. any reasonable and proper rent for premises let by any Member to the Guild.
- 8. Except as provided below no Trustee shall receive any financial benefit from the Guild. This shall not prevent any payment in good faith by the Guild of:
 - a. any payments made to any Trustee or Connected Person in their capacity as a beneficiary of the Guild;
 - b. any reasonable and proper out of pocket expenses of the Trustees;
 - c. any reasonable and proper remuneration to any Appointed Trustee for their service of acting as a Trustee under a contract for services with the Guild;
 - d. any reasonable and proper remuneration to any Officer Trustee, Student Trustee or Connected Person for any goods or services supplied to the Guild provided that:
 - i. the authorisation under this provision shall not extend to the service of acting as Trustee;
 - ii. the procedure described in **Clause 88** (Conflicts of Interest) must be followed; and
 - iii. at all times any legislative or regulatory provisions are complied with;
 - e. interest on money lent by any Trustee or Connected Person to the Guild at a reasonable and proper rate;
 - f. any reasonable and proper rent for premises let by any Trustee or Connected Person to the Guild;

- g. any reasonable and proper premiums in respect of indemnity insurance effected in accordance with **Clause 4(bb)**; and
 - h. any payments made to any Trustee or officer under the indemnity provisions set out at **Clause 102**.
9. In **Clause 7** and **Clause 8**, references to the Guild shall be read as references to the Guild and/or any Subsidiary Company.
10. For any transaction authorised by **Clause 7** or **Clause 8**, the Trustees' duty to avoid a conflict of interest with the Guild shall be disapplied provided the relevant provisions of **Clause 7** or **Clause 8** have been complied with.

6. Transfer of assets/liabilities and dissolution

11. The Members at a general meeting or by Referendum may authorise the Trustees to transfer the assets and liabilities of the Guild to a body with the same or similar objects, and to dissolve the Guild at any time following the transfer if it is considered appropriate to do so.
12. If any property remains after the Guild has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among the Members of the Guild. It shall instead be given or transferred to some other body having similar objects to those of the Guild and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as this Constitution imposes upon the Guild. The institution or institutions which are to benefit shall be chosen by the Members of the Guild, and subject to approval by the Trustees, at or before the time of winding up or dissolution.

7. Amendments to the Constitution

13. The Trustees shall review this Constitution at least every five years, starting from the date that this Constitution came into effect or from the date it was last amended, whichever is the later.
14. The Constitution may be amended by a majority vote of the Trustees, following consultation with the Student Council. The outcome of such consultation shall be taken into account by the Trustees but any adoption of the same shall be subject to their absolute discretion.

8. Membership

8.1 Members

15. The Members of the Guild shall be as follows:
- a. each and every Student who has not opted out by notifying Bloomsbury Institute of his or her wish not to be a Member of the Guild; and
 - b. the Officer and Student Trustees of the Guild.
16. Membership shall not be transferable and shall cease on death. A Member shall automatically cease to be a Member of the Guild if:
- a. he or she ceases to be a Student;
 - b. he or she opts out of membership by giving written notice to the Guild, following any procedures that may be issued by the Guild; or

- c. in the case of Members other than the Officer or Student Trustees, a resolution is passed by a majority vote of the Student Council resolving that the Member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Guild. Such a resolution shall not be passed unless the Member has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard in person by the Student Council or by written representations to the Student Council.
17. Members' details (to include full name, course being studied (if applicable) and email address) shall be entered in a register of Members that shall be updated by the Guild Manager after each new intake of students and at the end of each academic year.
18. Members of the Guild shall be entitled to any benefits as published by the Guild.

8.2 Associate Members

19. The Student Council may elect to and remove from associate membership of the Guild such persons as they consider fit. The Student Council shall determine the form of application for associate membership, and associate membership shall be subject to such rights and obligations as the Student Council consider appropriate.
20. Associate members shall not be Members for the purposes of this Constitution and shall not be entitled to vote on any matter.

9. Referenda

21. A Referendum may be called on any issue by:
 - a. a resolution of the Trustees;
 - b. a majority vote of the Student Council; or
 - c. a secure Petition signed by at least 20% of the Members.
22. A resolution may only be passed by Referendum if at least 50% of the Members cast a vote in the Referendum and a majority of the votes cast are in favour of the resolution.
23. Referenda shall be conducted in accordance with this Constitution.
24. Subject to **Clauses 21-23**, the Members may set Policy by Referenda. Policy set by Referenda may overturn Policy set either by the Members in general meetings or by the Student Council, but shall not overturn Policy set by the Board of Trustees. Such Policy shall stand for 3 years.

10. General Meetings

10.1 Annual General Meeting

25. The Guild shall hold an annual general meeting once in each calendar year. Not more than 18 months shall pass between the date of one annual general meeting and the next. The annual general meeting shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Members to attend.

10.2 Other General Meetings

26. The Trustees may call a general meeting at any time. The Trustees shall call a general meeting on receiving a secure petition to that effect, signed by at least 20% of the Members.

10.3 Location of Meetings

27. Annual and general meetings may be carried out at one single venue or simultaneously at a maximum of three separate venues with a video, audio or other real-time link between all of the venues. At the start of such meetings, each venue must indicate by majority vote that they are satisfied with the meeting set-up and technology.

10.4 Length of Notice

28. A general meeting shall be called by at least 14 clear days' written notice.

10.5 Contents of Notice

29. Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. If the meeting is an annual general meeting, the notice must say so and the business to be transacted shall include:
- a. ratification of the minutes of the previous annual general meeting;
 - b. receiving the report of the Trustees on the Guild's activities since the previous annual general meeting;
 - c. receiving the accounts of the Guild for the previous financial year;
 - d. approving the list of affiliations of the Guild; and
 - e. open questions to the Trustees by the Members.

10.6 Service of Notice

30. Notice of general meetings shall be given to every Member and to the Trustees and any patron of the Guild.

10.7 Quorum

31. No business shall be transacted at any general meeting unless a quorum is present. Ten persons entitled to vote upon the business to be transacted, each being a Member (but excluding Trustees), shall be a quorum.
32. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.

10.8 Chair

33. An Officer Trustee shall preside as chair of the meeting. In the absence of an Officer Trustee, the Members present and entitled to vote shall choose one of their number to be chair.

10.9 Attendance

34. A Trustee may, even if not a Member, attend and speak at any general meeting. The Chair may allow other persons to attend and speak at any general meeting.

10.10 Adjournment

35. The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

10.11 Votes of Members at General Meetings

36. Every Member has the right to attend general meetings and the right to vote. A resolution put to the vote of a general meeting shall be decided on a show of hands, and every Member shall have one vote.
37. Every resolution put to the vote of a general meeting shall be decided by a simple majority of the votes cast unless this Constitution provides otherwise.

11. Trustees

11.1 Appointment of Trustees

38. The Trustees shall be made up of the following persons:
- a. not less than two and not more than five Officer Trustees, elected in accordance with **Clause 39**; and
 - b. not less than two and not more than five Student Trustees, elected in accordance with **Clause 44 or Clause 59**; and
 - c. not less than two and not more than five Appointed Trustees, appointed in accordance with **Clause 48**.

Officer Trustees

39. Not less than two and not more than five Officer Trustees shall be elected by secret ballot by the Members. **Bye-Law 2** sets out electoral procedure.
40. Unless their appointment is terminated in accordance with **Clauses 51 or 52**, the Officer Trustees shall remain in office for a term of one year. The term of office may be shorter or longer on a transitional basis to coincide with an alteration of the year start or end.
41. Subject to a transitional change in the year of office, an Officer Trustee may be re-elected for a maximum further term of one year by the Members of the Guild. For the avoidance of doubt, an Officer Trustee's terms of office may be either consecutive or non-consecutive.
42. Each Officer Trustee must be a Member of the Guild at the time of his or her election. An Officer Trustee may attend Student Council but shall only do so in an *ex officio* capacity and shall not have full voting rights.

Student Trustees

43. **Bye-Law 2** sets out electoral procedure.
44. Subject to **Clause 45** below, not less than two and not more than five Student Trustees shall be elected by secret ballot by the Members.
45. Each Student Trustee must be a Member of the Guild at the time of his or her election and continue to be a Member for the duration of his or her term as a Student Trustee. A Student Trustee cannot also be a member of the Student Council whilst being a Student Trustee.
46. Unless their appointment is terminated in accordance with **Clauses 51 or 52**, Student Trustees shall remain in office for a term of one year. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.
47. A Student Trustee may serve a maximum of two years as a Student Trustee (for the purpose of clarification, this would not prevent them serving further terms as an Officer Trustee or Appointed Trustee).

Appointed Trustees

48. Two Appointed Trustees shall be appointed by the Bloomsbury Institute's Board of Directors, and not more than three Appointed Trustees shall be appointed by a majority vote of the Board of Trustees.
49. Unless their appointment is terminated in accordance with **Clause 51 or Clauses 52 to 54**, Appointed Trustees shall remain in office for a term of up to four years commencing from the date of the first Board of Trustees that is convened following the date of the Trustee's appointment.
50. Appointed Trustees may serve a maximum of two terms which may either be consecutive or non-consecutive.

11.2 Disqualification, Resignation and Removal of Trustees

51. The office of a Trustee shall be vacated if:
 - a. the Trustee becomes prohibited by law from being a trustee;
 - b. in the case of an Officer or Student Trustee, the Trustee ceases to be a Student;
 - c. the Trustees reasonably believe that because of mental or physical disorder the Trustee is incapable of acting as a trustee and the Trustees resolve that the Trustee be removed from office;
 - d. the Trustee fails to attend two consecutive meetings of the Trustees and, in the opinion of the Trustees, there are no mitigating circumstances for that failure and the Trustees therefore resolve that the Trustee be removed from office for this reason; or
 - e. the Trustee resigns by notice to the Guild (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);
 - f. the Trustee is removed from office under **Clauses 51 to 55**.

Removal of Officer Trustees or Student Trustees by the Student Council

52. The office of an Officer Trustee or a Student Trustee shall be vacated if:

- a. a motion of no confidence in the Trustee is passed by a majority of the Members voting in a Referendum, provided that more than 50% of the Members cast a vote in the Referendum. Such a motion shall only be triggered by a Secure Petition of no confidence that is signed by at least 20% of the Members; or
- b. a motion of no confidence in the Trustee is passed by a 75% majority in a vote of the Student Council. Such a motion shall only be triggered by a Secure Petition of no confidence that is signed by at least 20% of the Members.

Removal of Appointed Trustees by the Board of Trustees or the Board of Directors

- 53. The office of an Appointed Trustee shall be vacated if:
 - a. a resolution of no confidence is passed by the Trustees. For the avoidance of doubt, the Trustee concerned and any Trustee who has a conflict of interest in relation to the matter shall not vote on this resolution and the quorum shall be adjusted accordingly in accordance with **Clause 82**; or
 - b. in the case of an Appointed Trustee who has been appointed by the Bloomsbury Institute's Board of Directors, the Board of Directors resolve that the Trustee be removed from office.
- 54. A resolution to remove an Appointed Trustee in accordance with **Clause 53(a)** shall not be passed unless the Trustee concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard orally by the Trustees or by making written representations to the Trustees.
- 55. An Appointed Trustee removed from office in accordance with **Clause 53** shall not be entitled to appeal the decision to remove him or her.

11.3 Replacement of Trustees

- 56. Bye-Law 2 sets out electoral procedure.
- 57. If an Officer Trustee resigns, is disqualified or removed from office at any time prior to the commencement of the Academic Year in which he/she assumes office, the vacancy that results on the Board of Trustees shall only be filled once a new Officer Trustee has been elected in accordance with **Clause 39**.
- 58. If an Officer Trustee resigns, is disqualified or removed from office after the commencement of the Academic Year in which he/she assumes office, the vacancy shall normally remain open until the next scheduled elections are held (ordinarily in the Spring term). However, if the loss of an Officer Trustee results in the composition of Trustees becoming incomplete in relation to **Clause 38** and/or the loss was that of the Student President, then the Board would resolve to direct an election in accordance with **Clause 39** and at the earliest opportunity. In the case of the loss of the Student President, the Board shall, by majority vote, install a Student Trustee to act as interim President until such time that a new President is elected. The installed Student Trustee would hold a dual role (as Student Trustee and interim President) for the purposes of maintaining a quorate Board of Trustees.
- 59. If a Student Trustee resigns, is disqualified or removed from office, a Student Trustee may be elected to the vacancy in accordance with **Clause 44** or by the Student Council, provided that the election of each Student Trustee is approved by a 75% majority of the Student Council.
- 60. If an Appointed Trustee resigns, is disqualified or removed from office, an Appointed Trustee (as appropriate) shall be selected for the vacancy in accordance with **Clause 48**.

11.4 Powers of the Trustees

61. The Board of Trustees shall be responsible for the management and administration of the Guild and, subject to any legislative or regulatory provisions and this Constitution, may exercise all the powers of the Guild. A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
62. No amendment of this Constitution shall invalidate any prior act of the Trustees which would have been valid if that amendment had not been made.
63. The Trustees' powers under **Clause 61** shall include but not be limited to responsibility for:
 - a. the governance of the Guild
 - b. the budget of the Guild; and
 - c. the strategy of the Guild.
64. The Trustees may override any decision and Policy made by the Members in general meeting or Referendum or by the Student Council which the Trustees consider (in their absolute discretion):
 - a. has or may have financial implications for the Guild;
 - b. is or may be in breach of, contrary to or otherwise inconsistent with education law or any other legal requirements;
 - c. is not or may not be in line with all or any of its objects; or
 - d. will or may otherwise affect the discharge of any or all of the responsibilities referred to in **Clause 61**.
65. The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number. However, if and so long as the number of Trustees is less than the number fixed as the quorum in **Clause 82**, the Trustees may only act to increase the number of Trustees (including by arranging an election) so that there is a quorum.
66. All acts done by a meeting of Trustees, or of a committee of the Trustees, shall be valid, even if it is later discovered that any Trustee who participated in the vote:
 - a. was not properly appointed;
 - b. was disqualified from holding office;
 - c. had vacated office; or
 - d. was not entitled to vote.

11.5 Delegation of Trustees' powers

67. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Guild for such purposes and on such conditions as they determine.
68. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day-to-day management of the affairs of the Guild to any person or committee in accordance with the conditions set out in this Constitution.

Delegation to committees

69. In the case of delegation to committees:
- a. the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number);
 - b. subject to **Clause 73**, the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
 - c. the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary;
 - d. all delegations under this Clause shall be revocable at any time; and
 - e. the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit.

Proceedings of Committees

70. The meetings and proceedings of any committee shall be governed by the provisions of this Constitution regulating the meetings and proceedings of the Trustees so far as the same are applicable.

11.6 Appointment and role of Guild Manager

71. The Trustees shall appoint a Guild Manager who shall be employed by the Guild.
72. The Guild Manager shall:
- a. act as Secretary to Student Council and service its meetings. The Terms of Reference for Student Council is contained within **Bye-Law 1** of this Constitution;
 - b. be delegated by the Board of Trustees to:
 - i. prepare a draft strategy for the Guild and conduct due consultation with the Student Council. Following Board of Trustee approval, advise Student Council of the approved strategy and thereafter provide updates on its implementation to Student Council; and
 - ii. prepare a draft annual budget for the Guild for approval by the Board of Trustees and subsequent approval by Bloomsbury Institute's Board of Director's to facilitate release of its annual institutional grant;
 - c. have the right to employ staff within a budget approved by the Trustees;
 - d. manage the Guild by implementing: i) Policy or Bye-Laws approved by the Board of Trustees and ii) Policy adopted by the Student Council in accordance with **Clauses 21-24** and **Clause 94(c)** following the Board of Trustees approval. If applicable, such Policy or Bye-Laws to be within a budget approved by the Trustees and advised to the Student Council;
 - e. comply with any instructions issued by the Board of Trustees;

- f. report regularly to the Student Council and the Trustees on the activities undertaken in managing the Guild; and
- g. provide the Trustees regularly with management accounts that are sufficient to explain the financial position of the Guild.

11.7 Bank Account

73. For the avoidance of doubt, the Trustees may (in accordance with **Clauses 68 and 69**) delegate all financial matters to any committee provided that such committee shall include at least one Trustee. The Trustees may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit provided that the approval of at least one Trustee shall be required for payments above a certain amount as set out in any Financial Regulations adopted by the Trustees and provided always that no committee or any other person shall incur expenditure on behalf of the Guild except in accordance with a budget which has been approved by the Trustees.

12. Bye-Laws

74. The Trustees shall have the power to make, repeal or amend Bye-Laws that relate to the operation of this Constitution, and the management of the Guild and its working practices, provided that such Bye-Laws shall not be inconsistent with this Constitution. For the avoidance of doubt, such Bye-Laws are defined as those that include but are not limited to be:
- a. of legal or contractual requirement;
 - b. operational, democratic or financial imperative; and
 - c. in place for the Guild to operate in compliance of such matters.

The arrangements for the creation or amendment of Bye-Laws shall be delegated by the Trustees to the Guild Manager who shall present the same for the approval of the Trustees only. Such Bye-Laws shall only be created, amended or repealed by the Trustees but shall be advised to Student Council.

13. Proceedings of Trustees

75. Subject to the provisions of this Constitution and any Bye-Laws, the Trustees may regulate their proceedings as they think fit.

14. Trustees' meetings

76. The Trustees shall hold a minimum of two meetings in any Academic Year.
77. Two Trustees may, and the Guild Manager at the request of two Trustees shall, call a meeting of the Trustees.
78. Guests or observers can attend meetings of the Trustees at the discretion of the Chair.

14.1 Length of notice

79. A Trustees' meeting shall be called with at least five clear days' notice unless either:
- a. all the Trustees agree to shorter notice; or
 - b. urgent circumstances require shorter notice.

14.2 Contents of notice

80. Every notice calling a Trustees' meeting shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting.

14.3 Service of notice

81. Notice of Trustees' meetings shall be sent to each Trustee by post or by electronic communication.

14.4 Quorum

82. The quorum for Trustees' meetings shall be four and such quorum must include at least one Officer Trustee and one Appointed Trustee. Where the resolution or issue under discussion concerns a matter in respect of which some or all of the Trustees have a conflict of interest, the quorum shall be three.

14.5 Chair and Deputy Chair

83. The Student President (an Officer Trustee) shall be the Chair of the Trustees.
84. The Trustees shall elect a Trustee to be Deputy Chair of the Trustees and may at any time remove him or her from that office. The role of the Deputy Chair will be to support the Chair.
85. In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as chair of the meeting.

14.6 Decision-making by Trustees at meetings

86. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall be entitled to a casting vote in addition to any other vote he or she may have.

14.7 Virtual meetings

87. A Trustees' meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

14.8 Trustee decisions without a meeting

88. The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by electronic communication, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.
89. A Trustees' resolution which is made in accordance with **Clause 88** shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held, provided the following conditions are complied with:
- a. approval from each Trustee must be received by one person being either such person as all the Trustees shall have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may for the avoidance of doubt, be one of the Trustees;

- b. following receipt of response from all of the Trustees, the Recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Clause;
- c. the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- d. the Recipient prepares a minute of the decision in accordance with **Clause 97**.

14.9 Conflicts of Interest

90. Whenever a matter is to be discussed at a meeting or decided in accordance with **Clause 88** and a Trustee has a Personal Interest in respect of that matter then he or she must:
- a. declare his or her interest to the Trustees;
 - b. remain only for such part of the meeting as, in the view of the other Trustees, is necessary to inform the debate;
 - c. not be counted in the quorum for that part of the meeting or decision-making process; and
 - d. withdraw during the vote and have no vote on the matter.
91. If any question arises as to whether a Trustee has a Personal Interest, the question shall be decided by a majority decision of the other Trustees.
92. In particular, **Clause 90** shall apply to any matter that may directly or indirectly relate to the position of an Officer Trustee who is or is to be remunerated as an employee by the Guild.

15. Student Council

93. **Bye-Law 1** of this Constitution sets out the Terms of Reference for Student Council together with further detail on the Student Council's purpose, role and operation.
94. The Student Council shall:
- a. represent the voice of the Students, to include making such representation through membership of committees of Bloomsbury Institute as specified within Bloomsbury Institute's Corporate and Academic Governance Framework, such committees to include the Student Staff Consultative Forum and Course Committees;
 - b. provide a consultative function to the Board of Trustees in relation to the Guild's strategy, development and performance;
 - c. subject to **Clause 64** and following Board of Trustee approval, set Policy of the Guild in its own right;
 - d. subject to **Clauses 21-24**, refer Policy to Referenda of the Members;
 - e. receive an annual report from the Trustees; and
 - f. appoint associate members in accordance with **Clause 19**.
95. No Member may hold more than one seat on the Student Council at any one time.

96. No business shall be transacted at any meeting unless a quorum is present. Ten persons entitled to vote upon the business to be transacted, each being a Member of Student Council, shall be a quorum.
97. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Members may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.

16. General

16.1 Irregularities

98. The proceedings at any meeting, or the passing of a written resolution, or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or by reason of any business being considered which is not specified in the notice.

16.2 Minutes

99. The Trustees shall keep minutes of:
- a. all proceedings at general meetings of the Guild and of meetings of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting; and
 - b. all resolutions of the Members and of the Trustees;

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were held, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee of the Guild, be sufficient evidence of the proceedings or the resolution.

100. The minutes of the meetings referred to in **Clause 97** above shall normally be considered open and shall be available to the Members, except where those minutes relate to any reserved or confidential matters, including without limitation staff-related or disciplinary matters. Copies of the minutes shall also be kept in the Guild's offices.

16.3 Accounts and Reports

101. The Trustees shall comply with any legislative or regulatory provisions in operation as to the keeping of financial records, and the audit or examination of accounts.
102. The Members of the Guild have the right to ask the Trustees questions in writing about the content of any documents referred to in **Clause 96**.

16.4 Notices

103. Except as otherwise provided for within this Constitution, any notice to be given to or by any person pursuant to this Constitution shall be in writing and may be delivered personally, by post or by electronic communication.
104. The Guild may give any notice to a Member either:
- a. personally;

- b. by sending it by post in a prepaid envelope addressed to the Member at his or her address;
 - c. by leaving it at the address of the Member;
 - d. by electronic communication to the Member's registered email address; or
 - e. by posting it on the Guild's website.
105. A Member present at any meeting of the Guild shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
106. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent or in the case of a notice posted on the Guild's website at the expiration of 48 hours after it was published.

16.5 Indemnity

107. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall be indemnified, and every other officer or auditor of the Guild may be indemnified, out of the assets of the Guild against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Guild, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

16.6 Trustees' Indemnity Insurance

108. The Trustees shall have power to resolve pursuant to **Clause 4(bb)** to effect trustees' indemnity insurance, despite their interest in such policy.

17. Definitions and Interpretations

109. In this Constitution, the following terms shall have the following meanings:

Term	Meaning
"Academic Year"	the period between 1 August in one Year to 31 July in the next Year determined by the Guild as the period during which Students are required to be registered with Bloomsbury Institute;
"Appointed Trustee"	a Trustee appointed in accordance with Clause 48 ;
"Board of Trustees" or "Board"	the Board of Trustees of the Guild;
"Bye-Laws"	any bye-laws adopted or amended by the Trustees in accordance with Clause 74 ;
"Chair"	the chair of the Board of Trustees, who shall be the Student President in accordance with Clause 83 ;

Term	Meaning
“clear days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
“Connected Person”	any person falling within one of the following categories and where payment to that person might result in the relevant Trustee obtaining benefit: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (d) any company or Limited Liability Partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
“Constitution”	this constitution of the Guild;
“Deputy Chair”	the deputy chair of the Board of Trustees, who shall be appointed in accordance with Clause 84 ;
“Education Act”	the Education Act 1994 – although the provisions of the Education Act 1994 do not apply to the Guild (because Bloomsbury Institute is not an “establishment” to which the Education Act 1994 applies), this Constitution seeks to comply with the provisions within the Education Act 1994;
“Guild”	Bloomsbury Institute’s Student Guild;
“Guild Manager”	the Manager of the Guild who is appointed by the Board of Trustees;
“in writing”	means written, printed or transmitted writing including by electronic communication;
“Bloomsbury Institute”	Bloomsbury Institute Limited, an unlisted limited company registered at Companies House for England and Wales under Company Number 04511191;
“Members”	all Members of the Guild being: (i) all students at Bloomsbury Institute as further defined in Clause 15(a) ; and (ii) the Officer and Student Trustees;
“Office”	the registered office of the Guild;
“Officer Trustee”	a Trustee elected in accordance with Clause 39 and whom holds a specific title and area of responsibility (such as President or Activities Officer);

Term	Meaning
“Personal Interest”	a financial interest or an interest that does not arise in the ordinary course of being a Member or a Trustee (for example, being a member of a club or society);
“Policy”	<p>Guild policy adopted in accordance with Clauses 21-24 or 94 (c);</p> <p>[Policy can be further defined as that which notes issues that affect students studying at Bloomsbury Institute and through the Policy implementation, seeks to explore and fix such issues. Such Policy stands for 3 years];</p>
“Referendum”	a ballot in which all Members of the Guild are entitled to cast a vote, and which shall be fixed in a pre-arranged place or places or held securely on-line;
“Secure Petition”	a written request to the Guild which shall be fixed in a pre-arranged place or places or held securely on-line;
“Student”	any individual who has been enrolled for an approved programme of study provided by the Bloomsbury Institute, as confirmed by the Bloomsbury Institute;
“Student Council”	<p>Members of the Guild elected by and from Guild Members to sit in Student Council. Officer Trustees are <i>ex officio</i> members;</p> <p>[The student members of Bloomsbury Institute’s Student Staff Consultative Forum shall be derived from the Guild’s Student Council];</p>
“Student President”	the President of the Guild, as elected by the Members; an Officer Trustee;
“Student Trustee”	a Trustee elected in accordance with Clause 44 who is a Member of the Guild and who generally represents the interests of all Members;
“Subsidiary Company”	any company in which the Guild holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
“Trustee” and “Trustees”	The Officer Trustees, the Student Trustees and the Appointed Trustees.

110. Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

111. Any reference to a statute, statutory provision or subordinate legislation (“legislation”) shall (except where the context otherwise requires) be construed as referring to such legislation as

amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation.

18. Visual model of the Guild

112. The following represents the structure of the Guild:

