



The Revised Constitution and Bye Laws

of

Ghana Union Greater Birmingham
[GUGB]

Approved and adopted on 20th October 2016

We are a community-based organisation dedicated to supporting human infrastructure development that maximises and strengthens community building

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Preamble

This is the revised constitution of the **Ghana Union Greater Birmingham [GUGB]**, a Community Development Organisation, and a not-for-profit organisation; serving the interests of the Ghanaian community in Greater Birmingham and its environs, as amended by the Annual General Meeting on the 20th day of October 2016. The GUGB is a community-based organisation dedicated to supporting human infrastructure development that maximises and strengthens community building.

The revised constitution enacted supersedes any other constitutions that may have been promulgated in the past for our union. The revised constitution and the bye-laws are made to:

- Provide a structure for GUGB that delineates the rules and rights to govern itself.
- Provide for the orderly conduct of internal affairs of GUGB matters in governance, management, and administration of our union.

Ideological Orientation

GUGB shall be a non-partisan organisation and it shall not align itself with any faith group and political party either here in the UK or in Ghana. GUGB shall remain neutral in the way it conducts its affairs, and shall not be motivated in any way by any political or religious ideologies. GUGB shall place the interests, welfare, and well-being of its members above partisan views in respect of political, religious, ethnic, tribal, or sectarian interests.

Affiliations

GUGB shall be affiliated with the Ghana Union Midlands [GUM], the regional umbrella body for Ghanaian groups in the Midlands region, and any other reputable charities, and not-for-profit organisations that the management committee may decide to affiliate our union with in furtherance of the objects of our union. The President, Vice President, and or any member of the management committee of GUGB shall act as agents and are duly authorised to attend and represent the union on the board of any charity or a not-for-profit organisation that GUGB may be affiliated with, and also to attend and represent the union at their meetings, events, and functions when invited.

PART1

Clause 1: Name of the organisation

The name of the organisation is the **Ghana Union Greater Birmingham** hereinafter referred to as the **GUGB**. It shall act as the local union for the Ghanaian community and its residents in Greater Birmingham and its environs in the West Midlands region without distinction of either race, nationality, tribe, or sexual orientation. The GUGB is a community-based organisation dedicated to supporting human infrastructure development that maximises and strengthens community building.

Clause 2: Objects

The organisation's objects ['purposes'] are:

1. To mobilise the Ghanaian community in Birmingham and its environs to build a vibrant and strong human infrastructure that supports each other and the local communities in general.
2. To provide welfare support to improve the conditions of its members in Birmingham and its environs. The GUGB's work is driven by a passionate belief that all its members have a collective responsibility towards each other in the Ghanaian community, as well as the local communities in general.
3. To bring together and foster understanding amongst people from diverse communities to assist our members to integrate well into British society, thus helping to improve social cohesion.
4. To relieve isolation by way of promoting recreational, leisure, and social activities that support our members to improve their well-being, and help them to interact well with people from other communities.
5. To provide advocacy and relief of financial hardship by the provision of free advice and assistance to persons who, through lack of means, would otherwise be unable to obtain such advice.
6. To develop the capacity and skills of its members and the youth through training, workshops, and conferences in such a way that they are better able to participate more fully in society.

Clause 3: Powers

(1) The management committee shall manage the business of the GUGB and have the following powers to further the objects (but not for any other purpose):

- (a) to raise funds. In doing so, the management committee must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
- (b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (c) to sell, lease or otherwise, dispose of all or any part of the property belonging to the GUGB. In exercising this power, the management committee must comply as appropriate with sections 117 - 122 of the Charities Act 2011;
- (d) to borrow money and to charge the whole or any part of the property belonging to the GUGB as security for repayment of the money borrowed. The management committee must comply as appropriate with sections 124 - 126 of the Charities Act 2011, if they intend to mortgage land;
- (e) to co-operate with other charities, voluntary bodies, and statutory authorities and to exchange information and advice with them;
- (f) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (i) to obtain and pay for such goods and services that are necessary for carrying out the work of the GUGB;
- (j) to open and operate such bank and other accounts as the management committee consider necessary and to invest funds and to delegate the management of funds in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- (k) to do all such other lawful things as are necessary for the achievement of the objects.

Clause 4: Application of Income and Property

(1) The income and property of the GUGB shall be applied solely towards the promotion of the objects;

- a. Subject to funds available a GUGB management committee member is entitled to be reimbursed from the property of the GUGB or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the GUGB.
- b. A GUGB management committee member may benefit from trustee indemnity insurance cover purchased at the GUGB's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

(2) None of the income or property of the GUGB may be paid or transferred directly, or indirectly by way of dividend, bonus, or otherwise by way of profit to any member of the GUGB. This does not prevent a member who is not also a trustee from receiving:

- a. a benefit from the GUGB in the capacity of a beneficiary of the GUGB;
- b. and proper remuneration for any goods or services supplied to the GUGB.

Clause 5: Benefits and payment to GUGB management Committee [trustees] and connected persons

(1) General provisions

No GUGB management committee member or connected person may:

- (a) buy or receive any goods or services from the GUGB on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the GUGB;
- (c) be employed by, or receive any remuneration from the GUGB,
- (d) receive any other financial benefit from the GUGB;

unless the payment is permitted by sub-clause (2) of this clause or authorised by the court or the Charity Commission ('the Commission'). In this clause, a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

(2) Circumstances in which GUGB management committee [trustees] or connected persons may benefit

- (a) A GUGB management committee member or connected person may receive a benefit from the GUGB in the capacity of a beneficiary of the union provided that a majority of the management committee does not benefit in this way.
- (b) A GUGB management committee member or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity where that is permitted in accordance with, and subject to the conditions in, section 185 of the Charities Act 2011.
- (c) Subject to sub-clause (3) of this clause, a GUGB executive or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the charity trustee or connected person.

- (d) A GUGB executive or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) An executive or connected person may receive rent for premises let by the trustee or connected person to the GUGB. The amount of rent and the other terms of the lease must be reasonable and proper. The GUGB executive concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (f) A management committee member or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.

(3) Payment for the supply of goods only– conditions

The GUGB and its executives may only rely upon the authority if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the GUGB and the GUGB executive or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the GUGB.
- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- (c) The other GUGB executives are satisfied that it is in the best interests of the charity to contract with the supplier rather than with someone who is not a GUGB executive or connected person. In reaching that decision the GUGB executive committee must balance the advantage of contracting with a GUGB executive or connected person against the disadvantages of doing so.
- (d) The supplier is absent from the part of any meeting at which there is a discussion of the proposal to enter a contract or arrangement with him or her or it regarding the supply of goods to the GUGB.
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of the executive committee is present at the meeting.
- (f) The reason for their decision is recorded by the GUGB executives in the minute book.

Clause 6: Dissolution

- 1) The GUGB management committee by a simple majority may decide at any time that on the grounds of severe financial difficulties or otherwise, it is necessary or advisable to dissolve Ghana Union Greater Birmingham (GUGB). It shall call a meeting of all members of GUGB who have the right to vote, by giving at least 21 days' notice (stating the terms of the resolution to be proposed thereat), which notification shall be posted in a conspicuous place or places in the area of benefit and given in writing to the Charity Commissioners for England and Wales if GUGB is registered as a charity.
- 2) Such a decision shall be confirmed by a simple majority of those present and voting at such meeting, the GUGB Secretariat on behalf of the management committee, shall have the power to dispose of any assets held by or in the name of GUGB. Any assets remaining after the satisfaction of any proper debts and liabilities shall be applied towards such charitable purposes for the benefit of the inhabitants of the area of benefit as the management committee may decide and as may be approved by the Charity Commissioner for England and Wales.

The following rules shall apply in case of dissolution of GUGB:

- a. GUGB may at an Emergency General Meeting [E.G.M.] resolve by a special resolution to cease its operations and dissolve.
- b. Notice of the proposal for the dissolution shall be signed by at least two-thirds of the paid-up registered members of GUGB and supporting such action before being discussed at the E.G.M.
- c. Notice of the proposal for dissolution, when signed as specified in the previous subparagraph shall be given in writing to members by the General Secretary of GUGB at least 21 days before the E.G.M., accompanied by a written notice specifying the intention to propose the resolution as a special resolution to dissolve GUGB.
- d. If such a resolution is accepted at the E.G.M. by a simple majority of those members present and voting, GUGB shall be dissolved.
- e. The management committee shall remain in office and acting as charity trustees shall be responsible for winding up the affairs of GUGB in accordance with this clause.
- f. The GUGB Secretariat on behalf of the management committee shall collect all the assets of GUGB and shall pay or make provision for all liabilities of GUGB. They shall apply for any remaining property or money:
 - a. directly for the objects;
 - b. by transfer to any charity or charities with the same or similar objects as those of GUGB; or

- c. in such other manner as the Charity Commissioners for England and Wales ("the Commission") may approve in writing in advance.
- g. In no circumstances shall the net assets of GUGB be paid to or distributed among the executive committee, secretariat team or members of GUGB.
- h. The management committee shall notify the most appropriate body in the UK or the Charity Commission promptly that GUGB has been dissolved.

Clause 7: Amendments of Constitution

(1) The GUGB may amend any provision contained in Part 1 of this constitution provided that:

- (a) no amendment may be made that would have the effect of making the GUGB cease to be a charity at law;
- (b) no amendment may be made to alter the objects if the change would undermine or work against the previous objects of the GUGB;
- (c) no amendment may be made to clause 3 (Objects), 4 (Application of income and property), clause 5 (Benefits and payments to charity trustees and connected persons), clause 6 (Dissolution) or this clause without the prior consent in writing of the Commission;
- (d) any resolution to amend a provision of Part 1 of this constitution is passed by not less than two-thirds of the members present and voting at a general meeting.

(2) Any provision contained in Part 2 of this constitution may be amended, provided that any such amendment is made by resolution passed by a simple majority of the members present and voting at a general meeting.

(3) A copy of any resolution amending this constitution shall be sent to the Commission within twenty-one days of it being passed if GUGB is registered as a charity.

PART2

Clause 8: Membership

8.1: Classes of Membership

1. Membership of GUGB is on a voluntary basis and at a person's discretion to join our union. Membership shall be open to individuals only irrespective of a person's race, nationality, tribe, sexual orientation, political, religious, or other opinions to:
 - a. persons aged eighteen years and over who live within Greater Birmingham and its environs, who are interested in furthering its objects, and who by applying for membership has indicated his or her agreement to become a member, and acceptance to abide by the rules and regulations of the GUGB upon becoming a member. This category of membership shall be known as 'full members' and have the right to vote and elect the management committee [trustees] and officers at the General Meeting of the Union.
 - b. persons aged between 12-17 years and living within Greater Birmingham and its environs, shall be known as 'Junior members' and may be admitted to membership subject to such conditions as the GUGB management committee may decide. They shall have the power to elect two of their members to represent them at the management committee meetings as observers without the right to vote. Junior members may also attend the General Meetings as observers but shall not have the right to vote.
2. Membership of the GUGB shall NOT be open to any groups, associations, or organisations whether corporate or unincorporated.
3. Individuals interested in becoming a member of GUGB shall be required to register by completing an application form and paying the required dues. The applicant must agree to abide by the GUGB constitution and its bye-laws.
4. Active and paid-up members of the union shall have the right to vote and to be elected or appointed to hold office either as a management committee member or officer.
5. The management committee may refuse an application for membership of the union, if acting reasonably and properly, they consider it to be in the best interests of GUGB to refuse the application but must comply with these requirements:
 - a. Inform the applicant in writing of the reason for the refusal within twenty-one days of the decision.

- b. Consider any written representation the applicant may make about the decision.
- c. Following consideration of any written representation, notify their decision in writing to the applicant such decision to be final.

8.2 Membership Dues

- a) All members of GUGB shall pay annual membership dues except junior members. The amount of such dues shall be determined by the management committee from time to time.
- b) Membership of GUGB may automatically be terminated if a member fails to pay his or her dues within **six [6]** months in any financial or accounting year of the union. A member may be reinstated by payment of all the outstanding dues.
- c) The management committee at their discretion may exempt members aged 85 years and over, or seriously ill and infirmed members, and members who can prove that they are facings serious financial difficulties from paying membership dues.

Clause 9: Cessation, Resignation, and Termination of Membership

Notwithstanding anything contained in this constitution, membership of GUGB shall cease on the occurrence of any of the following:

- 1) A person ceases to be a member of the GUGB if he or she dies.
- 2) Any member of the GUGB may resign his or her membership at any time by giving 14 days written notice to that effect to the Secretary of the Union.
- a) If a member becomes inactive and demonstrates no loyalty and interest in GUGB affairs, and also has not been attending meetings within a period of **6 continuous months** without reasonable explanation in writing, and has not paid his or her membership dues. The membership status of an inactive member may be restored if the member has provided a reasonable explanation in writing of his or her absence, and has paid all outstanding membership dues. If an inactive member is not restored then it shall be considered that his or her membership is terminated.
- 3) The management committee may, by a resolution passed at a meeting thereof, terminate or suspend the membership of any member, if in its opinion, a member's conduct is prejudicial to the interests and objects of the GUGB, provided that:
 - a. The individual member has been given twenty-one [21 days] notice in writing of the meeting of the management committee at which the resolution will be proposed and the reasons for the termination.
 - b. The individual member shall have the right to be heard by the management committee before the final decision is made. There shall

be a right of appeal to an independent arbitrator appointed by mutual agreement.

Clause 10: Meetings

10.1 Members General Meetings

- a. The management committee shall hold quarterly Members' General Meetings either physical or virtual via Zoom or Facebook as part of their stewardship and accountability to the GUGB membership. This will allow members to express their views and contribute to the development of the union.
- b. The management committee may call a special general meeting at any time as deemed appropriate.
- c. The management committee must call a special general meeting if requested to do so in writing by at least ten members or one-tenth of the membership, whichever is the greater. The request must state the nature of the business that is to be discussed. If the management committee fails to hold the meeting within twenty- one days of the request, the members may proceed to call a special general meeting but in doing so they must comply with the provisions of this constitution.

10.2 Management Committee Meetings

The management committee shall meet bi-monthly or as may be determined by the executives.

1. Meetings shall be open only to the management committee members of the union.
2. The President shall chair the meeting, and in his or her absence either the Vice President or a nominee from the committee shall chair the meeting.
3. Fourteen days' notice of any meeting of the management committee shall be given by the Secretary, except when:
 - a. The date of the meeting had been agreed at the previous management committee meeting, in which case five days' reminder notice shall be given.
 - b. In an emergency, the Chairperson may call a meeting at five days' notice as may be deemed appropriate.
4. A quorum shall be five of those members entitled to vote.
5. All votes shall be determined by a simple majority by a show of hands. In the event of a tied vote, the Chair may exercise a casting vote.

10.3 Annual General Meeting (A.G.M.)

1. GUGB must hold its first Annual General Meeting within fifteen months after the date of adoption of this constitution.
2. An Annual General Meeting must be held in each subsequent year within nine months of the end of each financial year to present the management committees' report and financial statements to members and other stakeholders on the performance and finances of the union as part of their stewardship and legal requirement. This is also part of the GUGB's policy of accountability, transparency, and probity.
3. Elections shall be conducted at an Annual General Meeting every four years to elect a new management committee when the old executives have completed their term of office.

10.4 Extra-Ordinary General Meeting (E.G.M.)

- I. An Extra-ordinary General Meeting shall be convened to deal with specific matters if over one-third of the GUGB membership with voting rights sign a written letter or requisition to the General Secretary requesting it. The management committee within 14 days of the deposit of the requisition must instruct the Secretary to call the extraordinary meeting.
- II. The secretary within 10 working days of receiving the instructions must prepare and send out a notice to all members informing them of:
 - a. The date and time of the meeting; and
 - b. Details of the business to be transacted including ordinary, extraordinary, and special resolutions.

10.5 Notice of meetings

- 1) The minimum period of notice required to hold any general meeting of the union is fourteen [14] clear days from the date on which the notice is deemed to have been given.
- 2) A general meeting may be called on shorter notice if it is so agreed by all the members entitled to attend and vote.
- 3) The notice must specify the date, time, and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.
- 4) The notice must be given to all the members and to the executives.

10.6 Quorum

1. No business shall be transacted at any general meeting unless a quorum is present.
2. A quorum is:

- a. A quorum exists when 25% of the paid-up members present at any meeting entitled to vote, for example, at members' general meetings, annual general meetings, and extraordinary general meetings upon the business to be conducted at the meetings; or
 - b. a quarter of the total membership at the time, whichever is the greater.
 - c. If a quorum is not present within half an hour from the time appointed for the meeting; or
 - d. during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the trustees shall determine.
3. The management committee must re-convene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time, and place of the meeting.
4. If no quorum is present at the re-convened meeting within fifteen minutes of the time specified for the start of the meeting, the President with the consent of the members present at the time shall use his/her discretion to determine whether the meeting goes ahead or not.

10.7 Chair of meetings

- 1) The President or his or her Vice shall chair all meetings of the union.
- 2) If there is only one management committee member present and willing to act, he or she shall chair the meeting in the absence of the president or vice.
- 3) If no management committee member is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present and entitled to vote but must choose one of their members to chair the meeting.

10.8 Adjournments

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

10.9 Votes at Members General Meetings

1. Each member shall have one vote but if there is an equality of votes the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.
2. A resolution in writing signed by each member who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective. It may comprise several copies each signed by or on behalf of one or more members.

Clause 11: Office Holders [Officers]

The officers of our union shall either be elected by the GUGB membership at a General Meeting or be appointed as the officeholders and entrusted with the responsibility for the management and administrative duties of the Union. The appointed officers shall be skilled, knowledgeable, and experienced persons responsible for the day-to-day management of the GUGB affairs, and shall be accountable to the general membership of GUGB. The officers are:

- a. President
- b. Vice President
- c. Secretary
- d. Treasurer
- e. Financial Secretary
- f. Social Secretary/ Organiser
- g. Three Welfare Officers

The constitution stipulates that apart from the welfare officers, all the principal officers of GUGB shall have deputies either elected or appointed to assist the principals, and or to assume those duties and responsibilities performed by the principals in their absence. The deputies also shall be assigned special duties as may be determined by their principal officers in furtherance of the objects and activities of the union. The officer's roles and responsibilities are outlined in appendix A of this Constitution.

11.1 Co-option {Ex officio members}

The management committee body of GUGB under this constitution shall have the power to co-opt skilled, knowledgeable, and experienced persons onto the management committee to provide technical support and expertise that may be lacking. Such an appointment shall be made collectively and by the majority decision of the management committee members. Co-opted members shall not be more than three [3] and shall serve a three-year fixed term. Co-opted members shall not have voting rights at any management committee meetings.

Clause 12: Honorary Appointments

Unless otherwise directed by resolution or bye-laws, the management committee shall have powers under this constitution to appoint:

12.1 Patrons

The GUGB management committee shall appoint distinguished members of the Ghanaian community, and or persons of repute and of good standing, who are not necessary from the Ghanaian community, but are considered to be friends of Ghana to act as patrons for the union. The patrons shall endorse, support, and help to promote the work of the union and its fundraising activities. The patrons shall also allow their names to be used for campaigns and publicity. The number of patrons shall not exceed three [3] eminent persons. The Ghana High Commissioner to the UK and Ireland representing and serving Ghana's interest at the time shall have an automatic right to be appointed a patron of the union. The patrons shall serve a fixed term of four [4] years until they are retained or replaced and new patrons appointed. The role and duties of patrons are outlined in appendix A of this constitution.

12.2 Council of Elders

The GUGB management committee shall appoint a Council of Elders which is a non-executive body. This title is bestowed on distinguished past officers who have served the union diligently. The Council of Elders shall **not** perform any managerial role or have any supervisory powers in the management of the union affairs. The elders' primary role is to provide advice and guidance to support the current management committee and officers of the union. The elders are expected to share their knowledge, skills, and experience to help the executives manage the union affairs in the most effective and efficient way. The Council of Elders shall be comprised of past officers who served the union under different regimes [administration]. The number of the Council of Elders shall not exceed five [5] persons. They shall serve a fixed term of four [4] years until they are retained or replaced, and new elders appointed. The role and duties of the elders are outlined in appendix A of this constitution

Clause 13: Governance of GUGB [Management Committee]

- a) A management committee shall be established, which shall be the highest decision-making and governing body, accountable to the GUGB membership. This body collectively and inclusively shall have the powers and responsibilities for general control, good governance, and the strategic direction of our union.
- b) The officers and other members of the union shall either be elected or appointed as the management committee of the GUGB, and in this constitution are together called 'the management committee'. The committee members shall not exceed thirteen [13] people.
- c) The management committee members shall serve a four-year fixed term in office after which they must retire, but shall be eligible to stand for re-election for a second four-year term in office.
- d) The management committee members who have served the union for two continuous terms shall cease to hold office, and cannot either be re-elected

or appointed again to serve the union for a third term and must wait for another four years after which they may be eligible to stand for election or be appointed. However, in exceptional circumstances, officers can be reappointed after a one-year break from the office, where it is deemed that the expertise of the officer is required. Such an officer can only serve no more than two years for this appointment.

- e) In exceptional circumstances, if a quorum is not formed as a result of low turnout at the AGM, or in a situation where the positions of the management committee are not filled at the AGM, the committee members may be asked by a majority votes of paid-up members present at the meeting to remain temporarily in office as caretaker executives until such a time that another meeting can be re-convened to appoint the committee members.

13.1 Proceedings of Management Committee

1. The management committee may regulate their proceedings as they think fit, subject to the provisions of this constitution.
2. Any management committee member may call a meeting of the executives.
3. The secretary must call a meeting of the management committee if requested to do so by a committee member
4. Questions arising at a meeting must be decided by a majority of votes.
5. In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.
6. No decision may be made by a meeting of the management committee unless a quorum is present at the time the decision is purported to be made.
7. The quorum shall be two or the number nearest to one-third of the total number of management committee members, whichever is the greater or such larger number as may be decided from time to time by the trustees.
8. The person elected as the Chair shall chair meetings of the management committee.
9. If the Chair is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the committee members present may appoint one of their number to chair that meeting.
11. The person appointed to chair meetings of the management committee shall have no functions or powers except those conferred by this constitution or delegated to him or her in writing by the management committee.

13.2 Written Resolution

1. A resolution in writing signed by all the management committee on the matter will be as valid and effectual as if it had been passed at a meeting of the management committee duly convened and held and may consist of several documents in like form each signed by one or more executive committee *members*. The date of a written resolution will be the date on which the last trustee entitled to vote signs.
2. A resolution is approved by email in accordance with this clause will be as valid and effectual as if it had been passed at management committee meeting duly convened and held, provided the following conditions are complied with:
 - a) such a resolution must be approved by email by all the management committee members entitled to vote on the matter;
 - b) approval must be received by the person nominated in advance by the management committee for that purpose (the "Recipient"); and
 - c) approval from a management committee member must be sent from an email address previously notified in writing (not using electronic means) by that management committee member to the union as intended for use by that management committee member for the purpose.
3. Following receipt of all responses on any resolution, the recipient shall circulate a further email to all the management committee members confirming whether the resolution has been formally approved by them in accordance with this clause.
4. The date of a resolution shall be the date of the email from the Recipient confirming formal approval.
5. A meeting of the management committee may be held either in person or by suitable alternative means agreed between the management committee in which all participants may communicate simultaneously with all other participants.

Clause 14: Cessation and Removal of Management Committee

14.1 Cessation

A management committee member shall cease to hold office if he or she:

- 1) is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);
- 2) dies and ceases to be a member of the GUGB;

- 3) in the written opinion, given to the GUGB, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a management committee member and may remain so for more than three months;
- 4) resigns as a committee member by notice to the GUGB (but only if at least two trustees will remain in office when the notice of resignation is to take effect); or and
- 5) is absent without the permission of the management committee from all their meetings held within a period of six consecutive months and the trustees resolve that his or her office be vacated.

14.2 Removal of Management Committee

The entire management committee or an officeholder may be removed from office with a good cause at any time by the affirmative vote of the majority of registered and paid-up members of GUGB entitled to vote at any election of the union.

The following procedures shall apply for the removal of the management committee and or officeholders.

- a. A member wishing to propose a resolution to remove an officer or the entire members of the management committee must give special notice of his or her intention in writing to the General Secretary of the union.
- b. An Extraordinary General Meeting shall be convened to deal with this specific matter if one-third of the registered and paid-up members of the GUGB membership with voting rights signs a written letter or requisition to the General Secretary.
- c. If the requisition has received the required signatures, the management committee must instruct the Secretary within **21** working days to call an Extraordinary General Meeting to deal with the matter. The Secretary within 14 working days of receiving the instructions must send out a notice to all members informing them of:
 - 1) The date, place, and time of the meeting
 - 2) Details of the proposed special resolution
- d. The management committee or an officeholder may make a written representation in response to the proposal for removal, and if practicable, the Secretary must circulate these representations to the members prior to the meeting,
- e. At the meeting itself, the spokesperson for the management committee or an officeholder facing removal is entitled to speak in respect of the

resolution and to have any written representations made available to the meeting.

- f. The resolution to remove the entire management committee or an office holder must be passed by a simple majority i.e., over 60% of those members present at the meeting who are entitled to vote, and voting in favour of the resolution.

Clause 15: Conflicts of interests and conflicts of loyalties

- 1) when a management committee member[s] and officer[s] are dealing with the business of GUGB, their overriding duty is to act in good faith and in what they honestly believe to be the best interests of GUGB.
- 2) Where any conflict-of-interest situation arises, executives and officers must be honest and open about it and deal with such a situation in a transparent manner.
- 3) A management committee member or an officer who holds an office whereby a conflict of interest may arise, whether directly or indirectly, must declare at a meeting of the executive committee or the GUGB secretariat the fact and the nature and extent of the conflict and should take no further part in any discussions on issues relating to the conflict.
- 4) A GUGB management committee member must:
 - a) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the GUGB or in any transaction or arrangement entered by the charity which has not been previously declared; and
 - b) absent himself or herself from any discussions of the executive committee in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the charity and any personal interest (including but not limited to any personal financial interest).

Any management committee member absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the GUGB executive committee on the matter.

Clause 16: Saving Provisions

- 1) Subject to sub-clause (2) of this clause, all decisions of the executive committee of the GUGB are valid notwithstanding the participation in any vote of a committee member:
 - (a) who is disqualified from holding office;

- (b) who had previously retired or who had been obliged by this constitution to vacate office;
- (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the executive committee at a quorate meeting.

- (2) Sub-clause (1) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the GUGB executive committee if, but for sub-clause (1), the resolution would have been void, or if the executive committee has not complied with clause 22 (Conflicts of interests and conflicts of loyalties).

Clause 17: Delegation

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

Clause 18: Irregularities in proceedings

- (1) Subject to sub-clause (2) of this clause, all acts done by a meeting of the management committee, are valid notwithstanding the participation in any vote of a committee member:
 - (a) who was disqualified from holding office;
 - (b) who had previously retired or who had been obliged by the constitution to vacate office;
 - (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise; and

- (d) that committee member being counted in the quorum, the decision has been made by a majority of the executive committee at a quorate meeting.
- (2) Sub-clause (1) of this clause does not permit a trustee to keep any benefit that may be conferred upon him or her by a resolution of the trustees or of a committee of trustees if the resolution would otherwise have been void.
- (3) No resolution or act of
 - (a) the management committee
 - (b) any management committee member
 - (c) the union in general meeting

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

Clause 19: Minutes

The executive committee must keep minutes of all:

- (1) appointments of officers and executives made by the management committee;
- (2) proceedings at meetings of the GUGB;
- (3) meetings of the officers, management committee and members general meetings including:
 - (a) the names of the executives and or officers present at the meeting;
 - (b) the decisions made at the meetings; and
 - (c) where appropriate the reasons for the decisions.

Clause 20: Finance

20.1 Financial Year

For the purposes of reporting to GUGB members, funding bodies, and other stakeholders, the financial year of GUGB shall start on 1st January and end on 31st December each year.

20.2 Bank Account

The management committee shall open an account(s) for the union at a Bank to be determined collectively by the executive committee.

- (a) Bank accounts shall be opened in the name of GUGB and the accounts titled appropriately to show whether they are Current, Deposit or other Accounts. All monies received in the form of membership dues, donations, grants, and proceeds from fundraising activities, and all other income shall be paid into the bank account without prior deductions, and shall be used to further the aims and objects of GUGB.
- (b) Two signatories are required to sign cheques for the withdrawal of funds from the GUGB bank accounts.
- (c) The funds of GUGB shall be expended only for the purposes for which the union was established. Reimbursement of expenditure must be supported by an invoice or receipts, and an authorised expenditure form approved and signed by a designated officer.
- (d) The persons who are given the authority to approve the expenditure authorisation form **must not** be the same persons as those listed as the signatories of the GUGB bank account

20.3 Accounts, Annual Report, and Annual Returns

1. The management committee shall ensure that proper accounts are kept for GUGB financial affairs, reflecting fully and accurately the financial transactions of the union in each financial year.
2. The management committee should adopt the Charity Commission 's guidance on the preparation of charities accounts as a guide and best practice to follow and must comply with their obligations under the Charities Act 2011 regarding:
 - a. the keeping of accounting records for the union;
 - b. preparation of annual statements of account for the union;
 - c. the transmission of the statements of accounts to its members, funders, and other stakeholders;
 - d. the preparation of an Annual Report and its transmission to its members, funders, and other stakeholders; and
 - e. the preparation of an Annual Returns and its transmission to anybody regulated by the UK government.
3. Accounts must be prepared in accordance with the provisions of any Statement of Recommended Practice issued by the Charity Commission unless the management committee is required to prepare accounts in accordance with the provisions of such a Statement prepared by another body.

20.4 Verification of Accounts

The management committee shall arrange for GUGB accounts to be independently verified by an Independent Examiner or Auditor appointed by GUGB at an AGM, and the books shall be made available for inspection at least once a year at the

end of the financial year prior to the Annual General Meeting. The Report of the Independent Examiner or Auditor on the GUGB financial statements shall be placed before the Annual General Meeting for discussion and approval.

Clause 21: Miscellaneous Clauses

21.1 Notices

1. Any notice required by this constitution to be given to or by any person must be:
 - a) in writing; or
 - b) given by electronic communication.
2. GUGB may give any notice to a member either:
 - a) personally; or
 - b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or
 - c) by leaving it at the address of the member; or
 - d) by sending it by electronic communication to the member's address.
3. A member who does not register an address with GUGB or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from GUGB.
4. A member present at any meeting of GUGB shall be deemed to have received notice of the meeting and of the purposes for which it has been called.
5. Either of the following forms of evidence shall constitute conclusive proof that a notice has been given:
 - a) proof that an envelope containing a notice was properly addressed and sent; or
 - b) proof that a notice contained in an electronic communication was properly addressed and sent.
 - c) notice shall be deemed to have been given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent.
6. Any notice required by this constitution to be given to or by any person must be:
 - a) in writing; or

b) given by electronic communication.

21.2 Rules

1. The executive committee may from time to time make rules or bye-laws for the conduct of their business.
2. The bye-laws may regulate the following matters but are not restricted to them:
 - (a) the admission of members of the GUGB (excluding the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
 - (b) the conduct of members of the GUGB in relation to one another, and to the GUGB's employees and volunteers;
 - (c) the setting aside of the whole or any part or parts of the GUGB's premises at any time or times or for any particular purpose or purposes;
 - (d) the procedure at a general meeting and meetings of the trustees as far as such procedure is not regulated by this constitution;
 - (e) the keeping and authenticating of records. (If regulations made under this clause permit records of the charity to be kept in electronic form and requires a trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated.)
 - (f) generally, all such matters as are commonly the subject matter of the rules of an unincorporated association.
3. The GUGB in general meeting has the power to alter, add to or repeal the rules or bye-laws.
4. The executive committee must adopt such means as they think sufficient to bring the rules and bye-laws to the notice of members of the GUGB.
5. The rules or bye-laws shall be binding on all members of the GUGB. No rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, this constitution.

21.3 Repair and insurance

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

21.4 Property

1. The management committee must ensure the title to:
 - a. all land held by or in trust for the charity that is not vested in the Official Custodian of Charities; and
 - b. all investments held by or on behalf of the GUGB is vested either in a corporation entitled to act as the custodian trustee or in not less than three individuals appointed by them as holding trustees [executives]
2. The terms of the appointment of any holding trustees must provide that they may act only in accordance with lawful directions of the trustees and that if they do so they will not be liable for the acts and defaults of the trustees or of the members of the GUGB.
3. The executive committee may remove the holding trustees [executives] at any time.

21.5 Dispute and Conflict Resolution

- i. All complaints, disputes, and conflicts must be lodged in writing and addressed to the GUGB management committee through the Secretary of GUGB.
- ii. The GUGB Secretary on behalf of the management committee must acknowledge in writing within 10 working days the receipt of the complaint or dispute and the estimated time frame for dealing with the matter.
- iii. If a dispute arises between members of GUGB about the validity or propriety of anything done by members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.
- iv. Any major conflicts and disputes which may arise within GUGB shall be resolved, if possible, by the exercise of the following powers:
 - a) The Chair of the management committee shall have the power to set up a special committee, consisting of two executives and an ordinary member of GUGB, and refer any matters of dispute to such special committee for mediation;
 - b) If the special committee has not been able to resolve the dispute the Chair of the management committee shall have the power in his or her discretion to invite three independent people from the community to act as neutral arbitrators to attempt in good faith to resolve the dispute through arbitration; and

- c) If the mediation and arbitration referred to in the preceding sub clauses (a) and (b) above have failed to resolve a matter the Chair of the management committee shall have the power to refer a dispute to the Birmingham Voluntary Sector Council as a neutral arbitrator for a final and binding arbitration.

21.6 GUGB Records

- 1) The management committee and the GUGB Secretariat are responsible for the management and proper keeping, storage, and archiving of GUGB's accounting and administrative records in accordance with UK Charity Laws.
- 2) The keeping, storage and archiving of GUGB's accounting and administrative records should relate to the disposal of records and the locating of suitable repositories, information audit, retention of records, appraisal, documentation, storage, access, and implications of the Data Protection Act and other legislation.
- 3) The committee members are always also responsible for safeguarding the assets of GUGB and hence for taking reasonable steps to secure and preserve any property.

21.7 Ownership of GUGB Property

- a. The assets, documents, records, files, letters, books, and all other objects pertaining to GUGB business are the sole property of GUGB. No management committee member, officer, and or any member in possession of the GUGB documents and records shall have the right to claim ownership or to retain or remove such documents in their possession when the executive or officer is either relieved of his or her position or he or she decides to leave GUGB and the position held in office.
- b. The management committee and the Secretariat, as custodians of GUGB records and documents, shall have powers under this constitution to compel any executive committee member, officer or a person who is in possession of any of GUGB's documents and records to return these documents and records at any time, if it is deemed that the continued possession of such documents by that person is not in the best interest of GUGB.
- c. The management committee, the Secretariat or both together may take whatever lawful actions on behalf of GUGB they may deem necessary to retrieve GUGB's assets, documents, records, file, and books if any officer, member, or group of members claim ownership of such property.

21.8 Indemnity

- a) The management committee, secretariat team members, and other office holders shall be indemnified by GUGB for all acts done by them in good faith on its behalf. It shall be the duty of GUGB to pay all costs and expenses which any such person incurs or becomes liable for as a result of any

contract entered into, or act done by him or her, in his or her said capacity, in the discharge of their duties in good faith on behalf of GUGB.

- b) The management committee members and other office holders may benefit from any GUGB indemnity insurance cover purchased at GUGB's expense in accordance with, and subject to the conditions in section 189 of the Charities Act 2011.
- c) The management committee members and office bearers shall not be indemnified by GUGB where it is proved beyond reasonable doubt that an officer or officers have been careless, reckless or dishonest, have entered into any fraudulent dealings whilst executing their duties on behalf of GUGB or have failed to exercise the degree of care, diligence and skill required by common law.

21.9 Jurisdiction

This constitution shall be construed in accordance with the law of England and Wales, and the laws of the Charity Commission, and shall be subject to the exclusive jurisdiction of the English courts.

21.10 Interpretation

In this constitution 'connected person' means:

1. a child, parent, grandchild, grandparent, brother, or sister of the executive committee member;
2. the spouse or civil partner of the executive committee member or of any person falling within sub-clause (1) above;
3. a person carrying on business in partnership with the trustee or with any person falling within sub-clause (1) or (2) above;
4. an institution which is controlled by
 - a. the executive committee member or any connected person falling within sub-clause (1), (2), or
 - b. by two or more persons falling within sub-clause (4)(a), when taken together
5. a body corporate in which –
 - a. the GUGB executive committee member [trustee] or any connected person falling within sub-clauses (1) to (3) has a substantial interest;
 - b. two or more persons falling within sub-clause (5)(a) who, when taken together, have a substantial interest.

6. Sections 350 - 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this clause. Sections 350 - 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this clause.

Clause 22: Adoption of the Constitution

The revised enacted constitution for Ghana Union Greater Birmingham [GUGB] was approved and adopted by the management committee and members of the GUGB at a meeting held on the **20th October 2016**. The GUGB and its property will be administered and managed in accordance with the provisions in this constitution.

The old Ghana Union Birmingham Constitution now stands revoked and is replaced by the provisions of the new constitution for the GUGB. The new constitution enacted supersedes any other constitutions that may have been promulgated and adopted in the past for our union.

The new constitution binds all members of the GUGB across the Greater Birmingham and its environs and became effective on this day of 20th October 2016 upon the signing of the document by the following persons on behalf of the GUGB membership.

Name	Signature
Dr. Quaye Botchway	
Odehye Nana Kwasi Asiedu -Ofei	
Mr. Selassie Kwame Tsekpo	
Mrs. Victoria Clegg	
Mrs. Margaret Araba Woodman	
Mrs. Kate Danquah	
Mr. Francis Nyarko	
Ms. Evelyn Ampadu	
Mr. Emmanuel Oppong	

APPENDIX A: JOB ROLES & RESPONSIBILITIES

The appendix herein outlines the roles and responsibilities of GUGB officers, its patrons, and council of elders.

President

The role and responsibilities of the President include but not exclusively:

1. to provide effective leadership to ensure that GUGB fulfils its governance duties and pursues the objects as stated in its constitution
2. to ensure compliance with GUGB's governing document (Constitution);
3. to chair and facilitate the officers and management Committee meetings and lead the management committee in determining the strategic direction and formulating policies for GUGB;
4. to lead and oversee the implementation of GUGB's long and short- term plans in accordance with its strategy;
5. to ensure that GUGB applies its resources effectively and exclusively in pursuance of its objects;
6. to ensure effective internal controls are developed and implemented for the efficient running of GUGB;
7. to ensure effective management information and administrative systems are in place to enable GUGB to conduct its activities both lawfully and ethically;
8. to safeguard the good name and values of GUGB; and
9. to ensure that GUGB is adequately represented at community meetings, conferences in furtherance of its objects and activities.

General Secretary

The General Secretary's duties include but not exclusively:

1. to establish and provide efficient and effective administrative and secretarial services for GUGB;
2. to ensure that GUGB complies with the requirements of UK laws and regulations relating to Charities and voluntary organisations;
3. to maintain accurate GUGB membership list;
4. to prepare special reports and perform special assignments that may require researching, gathering, and organizing information from a variety of sources for the management Committee;

5. to ensure that official communications are passed on promptly to the management Committee, officers, and where appropriate to all the GUGB members;
6. to arrange and convene the management committee and members meetings including the preparation of agenda items in consultation with the Chair;
7. to take minutes of the proceedings at both management Committee and members formal meetings;
8. to follow up on action plans agreed at the management committee and members general meetings;
9. to arrange the Annual General Meeting (AGM), giving the appropriate period of notice to members at each AGM; and
10. act as spokesperson for GUGB as and when necessary.

Treasurer

The role and responsibilities of the Treasurer include but not exclusively:

1. to ensure that GUGB complies with its financial policy document, UK Charity law and any other relevant legislation or regulations binding on community groups in the UK;
2. to ensure the effective and efficient administration of GUGB finances;
3. to ensure that GUGB applies its financial resources properly in pursuance of its objects as defined in its governing document;
4. to ensure that GUGB has adequate financial control policies and procedures in place;
5. to ensure that proper and accurate records of actual income and expenditure are maintained;
6. to present annual budgets and cash flow forecasts to the management Committee for approval at the beginning of every financial year to ensure that there is sufficient cash available to meet GUGB financial obligations;
7. to prepare monthly financial reports of income and expenditure and present them monthly management committee and the Secretariat meetings;
8. to prepare monthly reconciliation of the cash account with the bank statements; and

9. to prepare quarterly management accounts and budget performance reports to the management committee to ensure that they have enough information to assess the performance of GUGB finances and to assist in decisions making .

Financial Secretary

The role and responsibilities of the Financial Secretary include but not exclusively:

1. to assist the treasurer in treasury and financial management of GUGB finances and to act as the treasurer in his or her absence.
2. to establish and maintain proper procedures for handling, recording, and accounting for GUGB funds;
3. to receive and pay into the GUGB bank account(s) all monies collected, and to deal with any banking issues;
4. to collect membership dues and any other financial contributions paid by members to GUGB;
5. to ensure that proper membership records are kept for dues and other financial contributions collected from members.
6. to ensure that membership dues and any other funds are collected in a timely manner and deposited into the GUGB bank account;
7. to ensure that receipts are issued for all monies collected on behalf of GUGB;
8. to ensure that all bills and expenses are paid on time and comply with GUGB financial control policies and procedures;
9. to ensure that there is proper documentation of records for all monies received and expenses/ bills paid out; and
10. to assist the Treasurer to prepare and submit GUGB end of year accounts which must comply with the Charity Commission's rules to the management committee and to members at the Annual General Meetings.

Welfare Officers

The collective role and responsibilities of the Welfare Officers include but not exclusively:

1. to oversee the welfare of GUGB members and be the first point of contact where there are concerns and issues about a member;
2. to provide support, advice and guidance to any member who may be in some difficulties;

3. to establish and maintain contact details with local Social Services and other relevant agencies and refer members to them when appropriate;
4. to set up a programme of support to enable members to understand the 'duty of care' on welfare matters;
5. to visit members who are sick either in hospitals or in their homes and provide moral support;
6. to ensure that confidentiality is always maintained and in all the cases dealt with by the officers; and
7. to assist in organising GUGB social events.

Social Secretary/Organiser

The role and responsibilities of the Social Secretary include but not exclusively:

1. to work closely with the President and the executive committee members to identify potential opportunities for arranging fundraising events for GUGB;
2. to liaise with members to find out what social functions they would like GUGB to organise and present findings to the President and the management committee for discussion;
3. to present ideas for social events for GUGB to the management committee and draft a social plan of activities for discussion;
4. to take the lead role in organising GUGB social functions;
5. to book suitable venues for GUGB social events;
6. to prepare advertising and publicity materials to promote GUGB social activities and events;
7. to prepare and submit budgets for GUGB social events to the executive committee for approval;
8. to liaise with the Treasurer for funds approved by the Executive Committee for social events to be made available.

Patrons

The roles of Patrons shall be but not exclusively:

1. to promote GUGB both in the UK and abroad by acting as its ambassadors and supporters;
2. to enhance the status of GUGB by their willingness to be publicly associated with the union to promote the aims and objects of the union;
3. to help promote GUGB's public image by attending GUGB events as a VIP;
4. to support the development of GUGB by providing tangible resources and to make donations and to sponsor specific projects;
5. to attend public events of GUGB as VIPs when requested to participate at significant events from time to time; and
6. to attend GUGB fundraising events or financially support fundraising activities

Council of Elders

The collective role of the Council of Elders shall be but not exclusively:

1. to share their wisdom, skills, expertise, and experience with the GUGB executives, and provide them with guidance and advice when appropriate;
2. to make time available to participate in and contribute to the discussions on GUGB matters, including reviewing strategic plans, financial strategy, and GUGB's performance, and make timely recommendations to support the union key officers
3. to provide advice and counsel the executives on general management and directions of GUGB affairs or specific activities of the union from time to time;
4. to discuss and consider any proposals for the proper and good governance of GUGB, and advise the executives accordingly;
5. to support and promote at every opportunity the GUGB mission, aims, and values in furtherance of the objects of the union; and
6. to enhance the status of GUGB by their willingness to be publicly associated with the objects and activities of the union.