



# **CONSTITUTION**

of

## **The Friends of Dover Castle**

A Charity registered with the Charity Commission  
Registered Charity No. 298203

First Adopted at the Annual General Meeting on 15<sup>th</sup> November 1987 and  
subsequently as amended by :-

Annual General Meeting on 19<sup>th</sup> November 1989;  
Annual General Meeting on 18<sup>th</sup> November 1990;  
Annual General Meeting on 7<sup>th</sup> November 1993;  
Annual General Meeting on 6<sup>th</sup> November 1994;  
Special General Meeting on 27<sup>th</sup> February 1996;  
Annual General Meeting on 8<sup>th</sup> November 2014;  
Annual General Meeting on 21<sup>st</sup> January 2017

**Approved by the Trustees 21/01/2017**

**Chairman : Graham Hutchison**

HEADING	Clause No.	CLAUSE
NAME	1 (i) 1 (ii) 1 (iii)	The name of the Charity is The Friends of Dover Castle ; It is defined as an Association of Friends and under the terms of the Charities Act 2011 is an Unincorporated Association and is a registered charity with the Charity Commission ; The Friends of Dover Castle may be abbreviated and herein after referred to as The Friends ;
OBJECTS	2 (i) 2 (ii)	The object of the Friends is to stimulate public interest in Dover Castle and to support the Castle in any lawful manner which may be deemed charitable ; The Friends will have power and be so authorised to :- a) Encourage, promote, develop and manage membership of The Friends; b) Generally work collaboratively with English Heritage (managers of the Castle) to further the charitable purposes of Dover Castle and encourage the development of facilities at the Castle; c) Appoint representatives and delegates to any other bodies in furtherance of the above object; d) Engage in, support and co-ordinate research, publishing, education, advertising and other work in furtherance of the above object, provided it is for a public purpose and use; e) Take any other lawful action necessary to promote the said object; f) To undertake fundraising activities and raise funds for charitable purposes in furtherance of our object; g) To promote and engage with volunteers and volunteering activities which support our object;
MEMBERSHIP	3 (i)  3 (ii) 3 (iii) 3 (iv) 3 (v) 3 (vi) 3 (vii) 3 (viii) 3 (ix) 3 (x)	Membership of The Friends shall be open to all people in the undermentioned categories  a) INDIVIDUAL: Adult (AGES 19-59) ; b) JOINT : 2 Adults (Ages 19-59) at the same address; c) SENIOR CITIZEN Adult over the age of 60 years; d) SENIOR CITIZEN JOINT 2 Adults over the age of 60 years at same address; e) ENGLISH HERITAGE MEMBERS Membership follows EH membership and membership number must be submitted with date of renewal; f) ORGANISATIONS Corporate or Group membership may be granted by the Committee to similar charities, societies, associations or trusts. Each application will be discussed and approved by the committee.  Membership is open to all persons showing an interest in Dover Castle and provided the membership subscription is kept up to date. Members are not required to reside in the Dover area. Membership will only be refused if the Trustees determine that membership would cause harm or reputational damage if such membership application was granted ; Friends of Dover Castle membership cards will bear a photograph of the member; (The photograph will be of passport regulation size and quality); Cards for organisations will be decided at the time of application. Children (under the age of 19 years) of Adult members are not required to have membership cards but to encourage interest may request a membership card to which they may attach their own photograph; Membership is not transferable ; A member may resign at any time giving notice to the Trustees but any unused membership is not refundable; Membership is terminated if the member dies or any due subscriptions remain unpaid following six months from the date of renewal; Membership may be terminated by removal by the Trustees following a resolution that it is in the best interests of the charity that the membership be so terminated. The member will be given 21 day's notice of the meeting such resolution will be heard and will be allowed to make representation at the meeting ; A membership record will be maintained which will be a register of names and addresses, including e-mail addresses and telephone numbers, sufficient for the effective operation of membership of the charity. This record will be the responsibility of the Trustees – see Clause 17 ; <b>SUBSCRIPTIONS</b> – The Annual Subscription of membership will be determined by the Trustees and set at each Annual General Meeting. Subscriptions will last for 12 months and will become due on the date specified on the membership cards. Renewals will run from previous expiry dates not from receipt of subscription. Members in arrears will automatically be excluded from membership under sub-paragraph 3 (vii) and any re-instatement or renewal of membership will only be considered if that member is no longer in arrears. Any such renewals will normally be effective from the previous expiry date; The subscription fees must never be set at amounts less than a normal entry fee into Dover Castle and will generally be 1 ½ times the normal single entry amount to the Castle. Waiver of membership subscription may be granted by the committee in noteworthy cases, such as where members have undertaken significant work on behalf of the Friends or made significant contribution to our charitable aims. Waiver may also be granted to persons of note in the Community, such as local dignitaries, Town Mayors, Member of Parliament. All waivers will be discussed and agreed by the Committee.
PRIVILEGES of ORDINARY MEMBERSHIP	4 (i) 4 (ii) 4 (iii) 4 (iv) 4 (v) 4 (vi) 4 (vii) 4 (viii)	Free annual admission to the Castle and Grounds, except for where an extra charge is levied for entry; Free issue of Friends Magazine/Newsletter; Special Friends only events and tours, often to areas of Dover Castle not normally open to the general public; Entrance to Friends Enclosure at English Heritage special events; 10% Discount in the Castle shops and cafeterias; Able to be actively involved in special projects and volunteering* activities; (*see 4 (ix) below) Belonging to an Association dedicated to promoting and supporting Dover Castle; Eligible to serve on the Committee or become a Trustee (subject to Clauses 5 and 6) and entitled to vote at Annual General and Special General Meetings;

	4 (ix)	Where members or children under the age of 18 volunteer for Friends events or activities then the Friends Safeguarding Policy will be complied with. No one under the age of 18 may volunteer without permission of their parent or carer. All persons under the age of 18 will be accompanied by at least two adult members unless accompanied by a parent/carer when only one adult will be required.
TRUSTEES	5 (i)	The Friends will appoint the following officers and trustees ; (a) Chairman; (b) Secretary; (c) Treasurer; (d) Ordinary Trustees – up to a maximum of 8;
	5 (ii)	All Trustees must be members of The Friends ;
	5 (iii)	No one will be appointed as a Trustee if disqualified from acting in such capacity by the Charities Act 2011;
	5 (iv)	Trustees will be elected at each Annual General Meeting and shall hold office for a period of one year or until the conclusion of the next Annual General Meeting ;
	5 (v)	Trustees must declare any interests they have in any other registered charities or as required by the charity commission;
	5 (vi)	All Trustees are eligible to stand for re-election at the Annual General Meeting;
	5 (vii)	All members over the age of 18 years shall be entitled to one vote in each category, at the Annual General Meeting or any Special General Meeting ;
	5 (viii)	Nominations for election may be made in person at the Annual General Meeting or in writing to the Secretary or Chairman in advance of such meeting;
	5 (ix)	If the number of nominations exceeds the posts available then a ballot will be held in such a manner as decided by the Trustees: Postal voting will only be allowed in exceptional circumstances and by prior agreement of the Trustees;
	5 (x)	In the absence of nominations for the positions of Chairman, Secretary and Treasurer – the Trustees MUST appoint such officers at the Annual General meeting to serve until the following General Meeting;
	5 (xi)	A trustee may resign at any time by giving notice to the Chair (or Secretary) in writing unless on resignation the number of Trustees remaining render the charity ungovernable; There must remain a minimum of 4 Trustees in office at any time. The offices of Chair, Secretary and Treasurer must remain occupied at all times;
	5 (xii)	Other than by virtue of paragraphs 8 (vii) and 8 (viii), providing they act in good faith, no Trustee will be deemed to act alone and hence all actions by an individual Trustee, or group of Trustees, will be deemed to be an enactment of the Board of Trustees. In such cases, no individual Trustee or group of Trustees will be held personally liable for any losses incurred due to such an enactment . See under 7 Powers and Duties of Trustees.
COMMITTEE	6 (i)	The Trustees will form a Committee to manage and administer the charity, hereafter referred to as the Committee;
	6 (ii)	The Committee will consist of the following :- (a) Officers as defined in 5 (i) (a), (b) and (c); (b) Ordinary Committee members – up to a maximum of 8; including (i) Vice-chairman (ii) Membership Secretary (c) English Heritage representative;
	6 (iii)	All Trustees appointed by virtue of Clause 5 shall serve on the Committee;
	6 (iv)	Members may be appointed to serve on the committee by the Trustees at any time to fill current vacancies and will hold office until the conclusion of the next Annual General Meeting or an earlier time if subject to sub-paragraph 6 (vi) ;
	6 (v)	Only committee members duly elected at the Annual General Meeting are eligible to be Trustees;
	6 (vi)	The Trustees may set up sub-committee groups at any time for specific reasons or projects and for specific durations, as they see fit; and will determine terms of reference at the point the sub-group is being set up;
	6 (vii)	Members, who are not already committee members, may be co-opted to such sub-committees and will be entitled to attend committee meetings, but, unless clause 6 (iv) applies, may not vote on any committee matters. The numbers of such co-opted members must never be more than 3 or a quarter of the full committee, whichever is the lesser;
	6 (viii)	The Manager of Dover Castle (English Heritage) or chosen representative will be invited to attend committee meetings as a full member of the committee subject to Sub-Clause 6 (i) (e); These do not need to be elected nor seek re-election and may vary in personnel from time to time. They will not be eligible to serve as Trustees unless named and elected as per Sub-Clause 5 (iv) ;
	6 (ix)	The Trustees may invite persons to serve as President and Vice-President of The Friends for an indeterminate period as decided by the committee. These are ex-officio roles and those appointed are not Committee members but are entitled to attend committee and general meetings. (Currently it is practice to invite the Deputy Constable of Dover Castle to be President and the immediate past Chair of The Friends to be Vice-President, or alternatively a former Chair of The Friends);
	6 (x)	A Committee member may resign from the Committee at any time in writing to the Secretary or Chairman but there Must always remain a minimum of 4 Committee members appointed at any time. The offices of Chair, Secretary and Treasurer must be occupied at all times;
POWERS AND DUTIES of The TRUSTEES and the COMMITTEE	7	The Trustees must manage the business of The Friends and have the following powers in order to further the objects :-
	7 (i)	To appoint a Committee (as per Clause 6) to manage the affairs and funds of The Friends, the Committee thus having general management and direction;
	7 (ii)	To raise funds in such a way and in such frequency as determined by the committee provided The Friends do not undertake any permanent taxable trading activity;

	<p>7 (iii) Obtain and pay for such goods and services as are necessary for carrying out the work of the Friends;</p> <p>7 (iv) To pay any expenses of any member in the execution of any duties on behalf of The Friends;</p> <p>7 (v) To set up and operate Bank Accounts as required;</p> <p>7 (vi) To nominate any of its members or delegates to serve on any other body;</p> <p>7 (vii) To co-opt members to serve on the Committee provided the numbers co-opted does not exceed a quarter of the committee.</p> <p>7 (viii) To make, and from time to time vary, rules not inconsistent with this constitution ; (any permanent changes must be validated at the next General Meeting of The Friends and the Constitution updated) ;</p> <p>7 (ix) To do all such lawful things as are necessary for the achievement of the objects;</p> <p>7 (x) The Friends must not organise or hold events or undertake any activity at the Castle without the prior permission of English Heritage;</p> <p>7 (xi) The Trustees will ensure adequate Employers and Public Liability Insurance is held at all times – to a minimum of £5 million.</p> <p>7 (xii) The Trustees will additionally ensure adequate Professional Liability Insurance is held at all times – to include Trustee Indemnity of at least £100,000.</p>
CHAIR	<p>8 (i) The Chair is the lead officer of the Friends; (They may be referred to as Chairman, Chairperson or Chair);</p> <p>8 (ii) The Chair will be elected at the Annual General meeting;</p> <p>8 (iii) The Chair will chair all general and committee meetings;</p> <p>8 (iv) If a vote on any decision, resolution or matter is tied then the Chair will have casting vote;</p> <p>8 (v) If the elected Chair is not present at any meeting then the appointed vice-chair will chair the meeting and if neither Chair or vice-chair is present then those members present will appoint a person to Chair that meeting;</p> <p>8 (vi) In order to serve effectively the Chair will undertake work and activity on behalf of The Friends but will report such to the committee at committee meetings or more frequently and by whatever method as agreed by the committee;</p> <p>8 (vii) The Chair will have no powers additional to that of a Trustee other than in an emergency may make a decision which :-</p> <p style="padding-left: 40px;">(a) Protects the integrity of The Friends;</p> <p style="padding-left: 40px;">(b) Protects property and assets of The Friends;</p> <p style="padding-left: 40px;">(c) Is essential in furtherance of the objects whereby a decision could not be delayed until the next committee meeting;</p> <p>8 (viii) In so doing the Chair acts on behalf and with full authority of the Committee but must present such decisions at the next Committee meeting; It is accepted that the Chair acts in good faith and for the good of The Friends and will inevitably be involved in both day to day affairs and matters of a specific nature. The Chair will update the Committee at meetings and via email as appropriate;</p>
SECRETARY	<p>9 (i) The Secretary shall retain and maintain any books and records of The Friends as advised by the Committee and will send invitations and Agenda's to Committee members at least one week in advance of such meetings ;</p> <p>9 (ii) The Secretary will attend meetings and will keep minutes of all meetings recording all resolutions, reports of officers and any business thus transacted ;</p> <p>9 (iii) The Secretary will produce any such records at meetings as requested by the Committee. The secretary will send a draft copy of minutes of all meetings to the Chairman within 14 days of such meetings ;</p> <p>9 (iv) The Secretary, in the absence of a Membership Secretary, will maintain a register of members and send any information or documents to members as required by the Committee;</p> <p>9 (v) The Secretary may correspond with any other organisation on behalf of and as agreed by the Committee;</p> <p>9 (vi) Notifications required for all meetings will be sent by the Secretary in a manner decided by the committee; This may be by email, or post or website entry subject to the Committee's discretion and may vary from time to time;</p>
TREASURER	<p>10 (i) The Treasurer shall keep an account all monies received and expended by The Friends and render a balance sheet annually so that this may be duly audited and presented to the Annual General Meeting;</p> <p>10 (ii) The Treasurer will keep books and records as directed by the Committee;</p> <p>10 (iii) The Treasurer will present account status sheets to each Committee meeting or as directed by the Committee and make a report on any matters outstanding;</p> <p>10 (iv) The Treasurer will be the nominated contact with the Charities Commission and will be responsible for submitting annual updates on behalf of the Committee. (Charities with income less than £10,000 are not required to submit annual returns but are required to notify the Commission of any changes. The Friends are thus required to submit annual updates);</p>
MEMBERSHIP SECRETARY	<p>11 (i) The Membership Secretary will maintain a register of members, detailing names, addresses, telephone numbers and email addresses and dates and types of membership and renewal;</p> <p>11 (ii) The Membership Secretary will issue membership cards to members;</p> <p>11 (iii) The Membership Secretary will send reminders for renewals as agreed by the Committee;</p> <p>11 (iv) The Membership Secretary will liaise with the Treasurer to ensure subscriptions are correctly paid and accounted for;</p> <p>11 (v) The Membership Secretary will provide updated information on membership at each Committee meeting and at the AGM;</p> <p>11 (vi) The Membership Secretary will initially be the nominated person for contact with the Information Commission should The Friends be required to register an interest (Currently The Friends are exempt from such registration) ; (see clause 17);</p>
MEETINGS	<p>12 (i) <b>ANNUAL GENERAL MEETING</b> - The Annual General Meeting (hereafter referred to as the AGM) will be held within 15 months of the previous AGM at a time and place as decided by the Committee;</p> <p>12 (ii) Members shall be given at least 28 days notice of the meeting in such a form as decided by the Committee;</p> <p>12 (iii) Notification will be deemed served by Notice being sent by e-mail, text message, Facebook or other social media or entry in the local Newspaper clubs and associations page or published on The Friends website; (In order to save postage costs, notification via normal mail service will be discouraged and only used exceptionally.);</p>

	12 (iv) 12 (v) 12 (vi) 12 (vii) 12 (viii) 12 (ix)	<p>The business of the AGM will be to receive a report from the Committee, receive an Annual Statement of Accounts, to appoint an Auditor and to consider any proposals or resolutions for which due notification has been received – this being at least 14 days in advance of the meeting ;</p> <p>Trustees will be elected at the AGM – up to a maximum of 11 but the officers of Chairman, Secretary and Treasurer must be elected at the AGM; as per Clause 6 ;</p> <p>Up to 8 ordinary committee members may be elected as per Clause 6 (the positions of Vice-Chairman and Membership Secretary may be filled but it is not deemed detrimental in terms of the constitution if these positions remain vacant. In terms of efficiency, The Friends should seek to keep these important positions filled at all times);</p> <p>A quorum at the AGM will be a minimum of six members:</p> <p><b>SPECIAL GENERAL MEETING</b> – the Committee may call a special general meeting at any time, subject to the following :  (a) A minimum of 10 Friends request a meeting in writing to the Secretary or Chairman ( writing includes e-mail but not social media or text messaging) ;  (b) At least 3 committee members request a meeting by notifying the Chair and/or Secretary;  (c) The chair decrees that it is necessary to call a special general meeting ;  (d) At least 14 days notice is given to Friends of the meeting (Notification applies as per Sub-Clause 12 (iii) above) detailing the business to be discussed;  (e) A quorum at a Special General Meeting will be a minimum of 6 members;</p> <p><b>COMMITTEE MEETINGS</b> – committee meetings will be held at least 4 times a year;  (a) A quorum will consist of 4 members;  (b) Only committee members are entitled to attend such meetings unless by prior agreement guests have been invited, or the committee has declared the meeting “open”;  (c) Only committee members are entitled to vote on any issue;  (d) Vacant positions on the committee may be filled at committee meetings as per Clause 6 (iv) ;  (e) The Chairman will chair all meetings but in the absence of the Chair the vice-chair, if elected and present, will chair the meeting. In the absence of chair and vice-chair the committee will appoint a chair for the meeting. If the Secretary is not present the Committee will appoint a person to take notes of the meeting;</p>
ACCOUNTS	13 (i) 13 (ii) 13 (iii) 13 (iv) 13 (v) 13 (vi) 13 (vii) 13 (viii)	<p>All funds and assets of The Friends shall be held, paid and applied as directed by the Committee ;</p> <p>A separate Bank Account in the name of The Friends will be held and operated as directed by the Committee;</p> <p>All cheques drawn will be signed by at least two officers of The Friends, namely Chairman, Treasurer or Secretary (or if appointed, vice-chairman) ;</p> <p>Any documents requiring endorsements shall be sufficiently signed by any one of the aforementioned officers;</p> <p>Direct payments into the Bank Account will be available for donations, membership subscriptions or other receipts as directed by the Committee from time to time;</p> <p>All expenses and purchases will be sanctioned by the Committee;</p> <p>The Treasurer will reconcile direct receipts at least quarterly and check with the membership secretary any such receipts relating to subscriptions;</p> <p>An asset register will be maintained and shall be reviewed annually;</p>
AUDITOR	14 (i) 14 (ii)	<p>An auditor will be appointed at the Annual General Meeting. The auditor need not be a member of The Friends ;</p> <p>The auditor will audit the accounts for presentation at the Annual General Meeting – as per Clause 12 (iv) ;</p>
ALTERATIONS	15 (i) 15 (ii) 15 (iii) 15 (iv) 15 (v)	<p>No alteration may be made to this Constitution except by, and with the authority of a resolution passed by a majority of two thirds of the members present at an Annual General Meeting or a Special General Meeting ;</p> <p>Any proposal to alter the rules (Clauses) of the constitution must be notified to members not less than fourteen days before the meeting at which it is to be considered ;</p> <p>No alteration shall be made which would affect The Friends charitable status;</p> <p>No alteration shall be made to Clause 2 affecting the object of The Friends without prior approval in writing of the Charity Commission;</p> <p>No alteration may be made to Clause 20 (Winding Up Arrangements) without the approval in writing of the Charity Commission;</p>
NOTICES	16	<p>Notices and notifications to members shall be deemed sufficiently serviced if :-</p> <p>(a) Written notice has been sent by post to the last recorded address of the member;</p> <p>(b) Email written notification has been sent to the last recorded email address of the member who has given their email address for contact;</p> <p>(c) Notice has been published on The Friends Website <a href="http://www.dover-castle-friends.org">www.dover-castle-friends.org</a> for at least the minimum notice period required;</p> <p>(d) Notice has been posted to The Friends page on social networking page - Facebook ;</p> <p>(e) Notice has been advertised in a local newspaper in the clubs and associations pages for at least the minimum notification period required;</p>
DATA PROTECTION & MANAGEMENT OF INFORMATION	17 (i) 17 (ii) 17 (iii) 17 (iv)	<p>The Friends will comply with any Government Legislation applicable to any records and information kept and maintained;</p> <p>The Friends will keep up to date with any Information Commission requirements which will be reviewed annually;</p> <p>The Friends are not currently required to register with the Information Commission as are an Exempt Organisation; (current legislation is the Data Protection Act 1998 and Freedom of Information Act 2000);</p> <p>Only personal data required to operate a register of members is kept ;</p>

	<p>17 (v) Personal data may be temporarily kept in order to organise and run events and competitions and only for the duration of such activity or for a maximum of 6 months from the completion of such activity;</p> <p>17 (vi) The membership register is maintained by the Membership Secretary and in such a manner and format as decided by the Committee;</p> <p>17 (vii) The data shall be stored securely and personal details shall not be divulged to any third party without written consent of the member;</p> <p>17 (viii) Such data will be removed from the records following a period of no more than twelve months from the date of termination of membership;</p> <p>17 (ix) Should the Friends cease to be an Exempt Organisation under the Data Protection Act by virtue of :-  (a) A change in legislation;  (b) A change in the type of data and information held;  (c) Any other applicable and lawful reason:  then the Committee will decide who shall be the nominated officer of The Friends with the Information Commission and set up any appropriate management of Information guidelines, in addition to Clauses 17(i) to 17 (viii); (To comply with applicable legislation the Membership Secretary will initially serve as the nominated person until such a time the matter can be fully discussed and decided);</p>
WEBSITE , MEDIA & MAGAZINES:	<p>18 (i) The Friends may operate and manage a website – currently <a href="http://www.dover-castle-friends.org">www.dover-castle-friends.org</a> , publish a members magazine and use any other social media (Facebook) site in furtherance of the object;</p> <p>18 (ii) Personal details will only be published with permission of the member so identified;</p> <p>18 (iii) Images or articles shall only be published if the Committee is reasonably satisfied as to the copyright status and bona fides of such articles and images; No copyright laws shall be knowingly infringed;</p> <p>18 (iv) Nothing shall be stated in any media which conflicts with the object of The Friends or adversely affects our charitable status;</p> <p>18 (v) Media shall not contain commercial advertising but may make reference to events and organisations in furtherance of the objects;</p> <p>18 (vi) Articles and images may be published in other publications, such as local newspapers, in furtherance of the objects;</p>
DISPUTES & CONFLICTS OF INTEREST	<p>19 (i) Any disputes arising between members of the charity about the validity or propriety of anything done by the members under this constitution shall be resolved by agreement but if the dispute cannot be resolved by such agreement the parties to the dispute must try in good faith to settle the dispute by mediation before resorting to litigation;</p> <p>19 (ii) Complaints made to the chairman will initially be dealt with by the chair but reported to the committee at the next meeting, unless the chair decides the matter should be discussed prior to any action being taken, whereupon the complaint will be put on the agenda for the next committee meeting; (It may be prudent to advise the complainant by way of a holding reply);</p> <p>19 (iii) Any formal complaints relating to the management of The Friends must be made in writing to the chairman to be discussed at the next Committee Meeting when the committee will decide how to proceed;</p> <p>19 (iv) A Charity Trustee must declare any interest, direct or indirect in any matter to be discussed at any meeting, (AGM, SGM or Committee) and must absent themselves from the discussion, (unless requested to make representation on the matter by the Committee) or any subsequent vote;</p> <p>19 (v) Committee members must also declare any interest they have in any matter being discussed which may lead to a conflict of interests. The Committee will consider whether a conflict of interests exists before deciding whether the committee member may take part in discussions and subsequent vote;</p> <p>19 (vi) An excluded Trustee or Committee member under this Clause will not be counted as part of the quorum in any decision on the relevant matter;</p>
WINDING-UP ARRANGEMENTS	<p>20 (i) <b>DISSOLUTION</b> – if the members resolve to dissolve The Friends the Trustees will remain in office as charity trustees and be responsible for winding up affairs of the charity;</p> <p>20 (ii) The Trustees must collect in all assets of the charity and must pay or make provision for all the liabilities of the charity;</p> <p>20 (iii) The Trustees must pay the surplus funds towards and apply any remaining property :-  (a) Directly in furtherance of the objects;  (b) By transfer to any charity or charities with similar object;  (c) In such other manner which the Charity Commission may approve (in writing in advance);</p> <p>20 (iv) The Trustees must notify the Charity Commission promptly that the Charity has been dissolved and submit, if required, final accounts;</p> <p>20 (v) The Friends shall only be wound-up at an Annual General Meeting or a Special General Meeting and by agreement of at least two thirds of the members present;</p> <p>20 (vi) The Trustees will destroy any membership records following a period of one year after the date of dissolution.</p> <p>20 (vii) The Trustees will consider donating any records or information of historical interest in the possession of The Friends at the point of dissolution to similar charitable organisations, subject to compliance with the Data Protection Act – or other legal Act in force at the time;</p>