

**Registered No: 06553319**

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**WRITTEN RESOLUTION OF**  
**FAW GROUNDS IMPROVEMENTS LIMITED**  
**("the Company")**

**CIRCULATION DATE:** 15<sup>th</sup> August 2017

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution be passed as written resolution of the Company (the "Resolution"), as a special resolution.

**SPECIAL RESOLUTION**

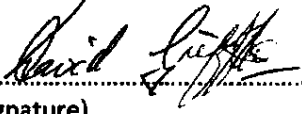

THAT, the draft regulations attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing memorandum and articles of association.

**AGREEMENT**

**Please read the Notes attached to this document before signifying your agreement to the Resolution.**



We the undersigned (each being a duly authorised representative of a member who was entitled to vote on the Resolution on the Circulation Date) hereby irrevocably agree to the Resolution and confirm that our signature shall also constitute any consent required for the passing of the Resolution pursuant to the articles of association of the Company.

Signed by	<p><u>DAVID GRIFFITHS</u>          [print signatory's name] for and on behalf of The Football Association of Wales Limited</p> <p><u></u>          (signature)</p>	<p><u>15.8.2017</u>          Date</p>
Signed by	<p><u>PETER LEF</u>          [print signatory's name] for and on behalf of FAW Football in the Community Limited</p> <p><u></u>          (signature)</p>	<p><u>1.9.2017</u>          Date</p>

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**FAW GROUNDS IMPROVEMENTS LIMITED ("Company")**

**(Adopted by special resolution passed on 1<sup>st</sup> September 2017)**

**INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY**

**1. INTERPRETATION**

**1.1 In these Articles, unless the context otherwise requires:**

**Act:** means the Companies Act 2006;

**Articles:** means the Company's articles of association for the time being in force;

**Association:** means the Football Association of Wales Limited, a company limited by shares, with registered company number 213349 and whose registered office is at 11-12 Neptune Court, Vanguard Way, Cardiff CF24 5PJ;

**bankruptcy:** includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

**Conflict:** means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

**director:** means a director of the Company and includes any person occupying the position of director, by whatever name called;

**document:** includes, unless otherwise specified, any document sent or supplied in electronic form;

**electronic form:** has the meaning given in section 1168 of the Act;

**Eligible Director:** means a director who would be entitled to vote on the matter at a meeting of directors;

**FAW Trust:** means FAW Football in the Community Limited, a company limited by guarantee, with the registered company number 3202751 and registered charity number 1057856 whose registered office is at Dragon Parc National Football Development Centre, Newport International Sports Village, Newport, NP19 4RA;

**Member:** means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly; and

**Model Articles:** means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

**ordinary resolution:** has the meaning given in section 282 of the Act;

**participate:** in relation to a director's meeting, has the meaning given in Model Article 10;

**proxy notice:** has the meaning given in Model Article 31;

**secretary:** means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

**special resolution:** has the meaning given in section 283 of the Act;

**subsidiary:** has the meaning given in section 1159 of the Act;

**writing:** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.

- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
- (a) 1 (Defined terms);
  - (b) 2 (Liability of Members);
  - (c) 8 (Unanimous decisions);
  - (d) 9(1) (Calling a directors' meeting);
  - (e) 11(2) and (3) (Quorum for directors' meeting);
  - (f) 13 (Casting vote);
  - (g) 14 (Conflicts of interest);
  - (h) 17 (Methods of appointing directors);
  - (i) 21 (Applications for membership);
  - (j) 30(2) (Poll votes);
  - (k) 31(1)(d) (Content of proxy notices);
  - (l) 35 (Company seals);
  - (m) 38 (Indemnity);
  - (n) 39 (Insurance).
- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:
- (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
  - (b) the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

- 1.11 Model Article 20 shall be amended by the insertion of the words "and any secretary" before the words "properly incur".

## **2. OBJECTS**

The Company's objects are:

- 2.1 to carry on business as an agency to support, promote, encourage and facilitate the design, development and improvement of football club grounds, premises, stadia and pitches in any part of Wales, to finance and otherwise support and assist with such improvements by the provision of funds, resources and contributions from any local authority, statutory body, government agency or department and any other person, firm, company or body, whether charitable or non-charitable, by way of grant, subscription, donation or otherwise and to organise, promote, administer and carry on any activity or scheme for the purpose of raising and securing money, funds, resources and contributions; to acquire by purchase, lease or licence grounds, premises, stadia and pitches and other grounds and facilities for association football and for other purposes of the Company and to lay out and prepare such ground or grounds for association football and for other purposes of the Company, to manage any land, buildings or other property as aforesaid, whether belonging to the Company or not, and to collect rents and income, and to supply to tenants and occupiers catering and other services and all remunerate professional advisers, contractors, stewards, managers, groundsmen and other persons in connection with any of the businesses of the Company; to subscribe to any union, association or league formed to serve or promote the interests of any sport, and to purchase, manufacture, prepare, supply, sell, and otherwise acquire or dispose of or deal in any plant and machinery required for or capable of being used in connection with the above-mentioned businesses or likely to be required by any of the members or other persons having dealings with the Company; and
- 2.2 to carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

## **3. POWERS**

In pursuance of the object set out in article 2, the Company has the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;

- (c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (h) enter into contracts to provide services to or on behalf of other bodies;
- (i) provide and assist in the provision of money, materials or other help;.
- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (k) incorporate subsidiary companies to carry on any trade; and
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

#### **4. INCOME**

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
  - (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;

- (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member or director;  
or
- (d) reasonable out-of-pocket expenses properly incurred by any director.

## **5. WINDING UP**

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall be given or transferred to the Association or, if the Association is not in existence at the time of such event, to such charitable body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

## **6. GUARANTEE**

The liability of each Member is limited to one pound (£1.00), being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

## **DIRECTORS**

### **7. UNANIMOUS DECISIONS**

- 7.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 7.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 7.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.



## **8. CALLING A DIRECTORS' MEETING**

- 8.1 Any director may call a directors' meeting by giving not less than seven (7) Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.
- 8.2 A director who is absent from the United Kingdom and who has no registered address in the United Kingdom shall not be entitled to notice of the directors' meeting.

## **9. QUORUM FOR DIRECTORS' MEETINGS**

- 9.1 The quorum for the transaction of business at a meeting of directors is any five (5) Eligible Directors.
- 9.2 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint further directors; or
  - (b) to call a general meeting so as to enable the Members to appoint further directors.

## **10. CASTING VOTE**

- 10.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.
- 10.2 Article 10.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

## **11. DIRECTORS' CONFLICTS OF INTEREST**

- 11.1 A director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
- 11.2 Each director shall comply with his obligations to disclose his interest in contracts under section 317 of the Act.

**12. RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

**13. NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than five (5).

**14. METHODS OF APPOINTING DIRECTORS**

14.1 The Association shall have the right to appoint an unlimited number of directors to the board of the Company.

14.2 The FAW Trust shall have the right to appoint up to two directors to the board of the Company, each of whom must be independent of the Association.

14.3 The Association and the FAW Trust shall have the sole right to fill any vacancy accruing amongst their respective appointees and to remove any director appointed by them. Any such appointment or removal shall be made by resolution of the governing body of the organisation in question and shall take effect upon service on the Company of a copy of the resolution certified by an officer of the relevant organisation.

**15. SECRETARY**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

**MEMBERS: BECOMING AND CEASING TO BE A MEMBER**

**16. MEMBERSHIP**

16.1 The Company shall admit to Membership an individual or organisation which:

- (a) applies to the Company using the application process approved by the directors; and
- (b) is approved by the directors.

16.2 An applicant for Membership must be proposed by a director and such proposal must be seconded by another director.

- 16.3 The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.
- 16.4 The directors may prescribe criteria for Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.
- 16.5 The directors may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.
- 16.6 A Member may at any time withdraw from the Company by giving notice in writing to the Company. Membership shall not be transferrable and shall cease when the Member dies or becomes bankrupt (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company).

## **17. EXPULSION OF MEMBER**

- 17.1 The directors may terminate the Membership of any Member without his consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:
- (a) is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
  - (b) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
  - (c) has failed to observe the terms of these Articles and any rules made pursuant to article 22.

Following such termination, the Member shall be removed from the Register of Members.

- 17.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.
- 17.3 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Company any subscription or other sum owed by him.

## **DECISION MAKING BY MEMBERS**

### **18. VOTES OF MEMBERS**

Subject to the Act, at any general meeting:

- (a) every Member who is present in person (or by proxy) shall on a show of hands have one vote; and
- (b) every Member present in person (or by proxy) shall on a poll have one vote.

### **19. POLL VOTES**

- 19.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.
- 19.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

### **20. PROXIES**

- 20.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 20.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

## **ADMINISTRATIVE ARRANGEMENTS**

### **21. MEANS OF COMMUNICATION TO BE USED**

- 21.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
  - (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty eight (48) hours after it was posted [(or five (5) Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five (5) Business Days was guaranteed at

the time of sending and the sending party receives a confirmation of delivery from the courier service provider));

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one (1) hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 21.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

## **22. RULES**

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

## **23. INDEMNITY AND INSURANCE**

- 23.1 Subject to article 23.2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
  - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
  - (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including [(in each case)] any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief

from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 23.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

23.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

23.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

23.4 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) a **relevant officer** means any director or other officer or former director or other officer of the Company [or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).