

IN THE MATTER OF THE APPEAL BOARD OF THE FOOTBALL  
ASSOCIATION

Date: 31 March 2023

Panel/Appeal Board: Tony Rock (Football Panel Member - Chair)  
Keith Allen (Football Panel Member)  
Glenn Moulton (Football Panel Member)

Appeal Board Secretary Vicky Collins (Staffordshire FA)

Between	Chester le Street Huddersfield Town Park View	Appellant
	and	
	National Youth Football League	Respondent

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Written Reasons of the Appeal Board

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The following written reasons were issued to the Appellant and the Respondent:

**INTRODUCTION**

1. This is an appeal brought on behalf of the Appellant, Chester le Street Huddersfield Town Park View (“Huddersfield/the Club”) against decisions of the Respondent, the National Youth Football League (“NYFL/the League”).
2. On 8 February 2023, Huddersfield played Everton ND1 in the ‘round of 16’ of the NYFL Trophy, winning 1-0. Following an investigation by the League, which included receiving submissions from both clubs, the League wrote to Huddersfield on 24 February 2023 informing them that they had not complied with the League Rules, specifically, Rule 24.B.2. As a result of non-compliance, the game was to be replayed. Rule 24.B.2 states - *“to be eligible to play in the Quarter Final, Semi-Final or Final a player must have played in 2 league matches for his team and have played for his team in a previous round of the cup. Outside cup competitions do not count. Clubs with more than one team in the League will only be allowed to field their normal players for that particular division in which they*

*play*”. Huddersfield were also fined £25 for failing to submit a team sheet. On 23 February 2023, Huddersfield submitted a Notice of Appeal against the League’s decision (“Appeal 1”), quoting three grounds of appeal.

3. Separate, but related to Appeal 1, on 13 March 2023, following a further investigation by the League, the League wrote to Huddersfield informing them that they had played an ineligible player, a Young Person [Player X from herein], in three games (League games on 25 January 2023 and 1 February 2023, and the Trophy game against Everton ND1 on 8 February 2023). The League submitted that Huddersfield were in contravention of League/Cup Rules 18 and 24C. Specifically, they were in contravention of Rule 18.A.5 which states - *“in the Male U19 and Female U21 Division, a player must be on an appropriate full-time education programme with an official education partner of the football club (there must be a signed agreement between the club and education partner). In the U23 Division, a player must be on an appropriate study programme with the club. A club may play a maximum of two registered players in any competition match that are not on an education programme. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.* For completeness, the relevant part of Rule 24C states - *“any team playing ineligible, or suspended, player(s) in a Cup Match will forfeit the game to their opponents and will be dealt with as per Rule 18”.*
4. As a result of non-compliance with League Rules 18 and 24C, Huddersfield were informed that they were to forfeit the Trophy game to Everton ND1 and were fined £100. As they gained no points from the two League fixtures, no points were deducted from their League total. On 16 March 2023, Huddersfield appealed this decision (“Appeal 2”) on the basis that the League misinterpreted or failed to comply with the Rules and/or Regulations relevant to its decision.
5. As a preliminary issue, on 30 March 2023 (a day before the appeal hearing), the Appeal Board determined that both appeals could be heard together, but that Appeal 2 would be heard first. Dependant on the outcome of Appeal 2, the Appeal Board would then, if required, hear Appeal 1. If Appeal 2 was found in favour of the League (Huddersfield were to be removed from the Trophy Competition) then there would be no requirement to hear Appeal 1. Both parties

agreed to this course of action, accepting that the normal time limits for appeals was to be truncated.

6. The remainder of these written reasons will focus on Appeal 2.

## **APPEAL 2**

7. It is accepted by both parties that Player X played in the three games highlighted by the League. What is in dispute is the interpretation of the League Rules. The Appeal 2 case bundle contained over 100 pages of submissions and evidence. The bundle is not detailed here but will be referenced where required.
8. On 31 March 2023, the Appeal Board met by video conference, Microsoft Teams. The Appellant was represented by Lewis Pendleton (LP), the Huddersfield Director of Sport and Communities. The Respondent was represented by Steve Poole (SP), the League Chairman. The following paragraphs are a summary of the written and verbal submissions made. They do not purport to contain reference to all the points made. However, the absence in these reasons of any particular point or submission should not imply that the Appeal Board did not take such point or submission into consideration.

## **APPELLANT SUBMISSION**

9. LP said there is no requirement to have a signed agreement in place between the Club and Player X's education provider (Gateshead College). Player X left the Gateshead Football Academy on 17 January 2023, (AB/p34), moving across to play for Park View (Huddersfield). He continued his academic studies (electrical installation course) at Gateshead. The League accepted Player X's football registration on the FA's Whole Game System. LP said reference by the League to the statement, submitted by Anthony Gamble (Huddersfield Coach) via his e-mail account on behalf of Player X's mother, not being signed or dated, is addressed in the Bundle (AB/p32).
10. LP said the League's interpretation of their own rules was inconsistent. He quoted previous cases involving the Sunderland Foundation and Erin Nicholson, and various incidents of inconsistent and contradictory advice given to Huddersfield by the League (AB/p14-15 and p40-46). The rules, as documented,

are unclear and the League has a history of giving poor advice. LP confirmed that Gateshead College are not an official education partner of Huddersfield and that Player X has not enrolled in the Park View (Huddersfield) education programme.

11. Huddersfield did not submit a 7 day notice of approach for Player X because they didn't think it was necessary. He had nothing to do with the Park View education programme and Huddersfield receive no financial benefit from playing Player X. They had openly declared him on their team sheets and had nothing to hide. In terms of his weekly programme, he trains with Huddersfield and attends Gateshead College. LP said that much of the issue was clouded because of his, LP's, previous involvement with Gateshead College. LP left the College to go and work for Huddersfield. There was a confidentiality agreement in place which precluded him from discussing the matter further. The Appeal Board did not press him on the issue.
12. In summary, LP said they were in full compliance with Rule 18.A.5. Player X was able to play by virtue of being one of the "two registered players in any competition match who are not on an education programme". He said Huddersfield want young people to enjoy the experience and the important person in all of this is Player X. The reasons for him leaving Gateshead Football Academy are clearly documented in the case bundle (AB/p37). Player X wanted to play for Huddersfield, he wasn't poached. He couldn't be part of Park View's (Huddersfield) academic programme because they don't offer the course (electrician). The League set a precedent when dealing with Sunderland. That precedence has just been ignored. Park View (Huddersfield) and Gateshead College have no agreement in place, and they don't need one. The League has accepted Player X's registration on the Whole Game System. Huddersfield had not knowingly broken the rules. Why would they put Player X on the team sheet if they knew it was breaking the rules?

### **RESPONDENT SUBMISSION**

13. SP, on behalf of the League, said that, in accordance with Rule 18.A.5, there must be a signed agreement in place between a club and education partner. Huddersfield have no such agreement in place with Gateshead College despite the fact that Player X continues to attend the College for his academic

education/training. Huddersfield had also failed to give 7 days notice of an approach for Player X. The League Rules are in place to stop the 'poaching' of players. No other club had fallen foul of these rules, just Huddersfield. SP drew the Appeal Board's attention to the fact that, despite the issues concerning his registration, Player X is still playing for Huddersfield. The Appeal Board noted the separate, on-going investigation involving Huddersfield and Durham County FA in regard to an illegal approach. Whilst this investigation is related to Player X, it is not related to Appeal 2 and is not considered further in these written reasons.

14. In regard to the two player rule, SP said that, in the League's eyes, this was very straightforward. If a young person was not on a gap year, or in work, then that person is in full-time education and there has to be a signed agreement in place. If Player X had been in work rather than in education then, under the two player rule, he would have been able to play. He would also have been able to play if there was a signed agreement in place between Huddersfield and Gateshead College. Any reference by LP to previous cases, particularly those involving Sunderland, were just not relevant to the current situation. The issue had been investigated because the Principal at Gateshead College raised a complaint against Huddersfield, as did Everton ND1. If those complaints had not been made it is unlikely that, with 5000 players playing each week, the issue would have been raised.
15. The League confirmed that clubs couldn't just take people from the education programme and play them, a written agreement had to be in place. For Player X to play for Huddersfield there has to be such an agreement between them and Gateshead College. SP thought the two person rule was not relevant in this case. He thought everyone understood the rule (18.A.5). He believed that if Player X wanted to play for Gateshead College again then, under the current rule and with no signed agreement in place with any other education provider, including Huddersfield, he would be allowed to do so. In practice, Player X's registration and possible transfer is still not clear.
16. In summary, SP said that the League was not trying to stop people playing. Huddersfield attended the League AGM and had agreed the League Rules. If any

rules were not clear then they should have approached the League Secretary. If Huddersfield had contacted the League then none of this would have happened.

### **ROLE OF THE APPEAL BOARD**

17. The role of the Appeal Board is to exercise a supervisory jurisdiction. It is not the role of the Appeal Board to substitute its own decision for that of the League simply because it would have made a different decision at first instance.

Therefore, the Appeal Board must apply the following principles to the grounds of appeal:

- a. An appeal such as this proceeds by way of review of the League's decision, it is not a re-hearing.
- b. It is not open to the Appeal Board to substitute their decision for that of the League simply because they might themselves have reached a different decision. If the League has reached a decision which it was open to them to reach, the fact that the Appeal Board might have reached a different decision is irrelevant.
- c. The Appeal Board should be slow to intervene with evidential assessments and factual findings made by the League. It should only be interfered with if they are clearly wrong or if wrong principles were applied. This is likely to be where there is no evidential basis whatsoever for a finding of fact that had been made, and/or where the evidence was overwhelmingly contrary to the finding of fact that had been made.

### **OBSERVATIONS OF THE APPEAL BOARD**

18. The Appeal Board, having taken into account the submissions of both parties and having given the Appeal Bundle careful consideration, make the following observations:

- a. This was a difficult appeal to consider. Much of the evidence and submissions was down to personal interpretation of the League Rules. The Appeal Board concluded that much of League Rule 18.A.5, as written, is open to interpretation. It is not clear what is meant by '*an appropriate full*

*time education programme*’ nor what constitutes an *‘education programme’*. Is a young person on a 2 day a week course in full time education? Huddersfield thought they were in compliance with the Rules, whereas the League determined that they weren’t.

- b. Written submissions by Player X’s mother to Gateshead College, (AB/p33-38), clearly show that Player X had left the Gateshead College Football Programme and had registered on the FA’s Whole Game System with Park View (Huddersfield). What is in dispute is whether or not Huddersfield should then have approached Gateshead College to put in place a signed agreement between the two parties.
- c. Player X was not on a gap year, nor was he in full time employment. Therefore, in accordance with the League’s interpretation of the Rules, he was in full time education. This is an interpretation which is open for them to make. If Huddersfield were in any doubt about their relationship with Player X, or their relationship with Gateshead College, then they should have asked for clarity from the League. The fact that they put their own interpretation on the Rules is, to an extent, unfortunate but doesn’t mean the League were wrong in their interpretation.
- d. Whilst the specific rules regarding full time education are not covered in the FA’s Standard Code of Rules, they are documented in the NYFL Rules. As such, those rules would have been agreed by the FA and also agreed by the clubs attending the NYFL AGM.
- e. The Appeal Board concluded that Player X is on a full time education programme and that there should have been a signed agreement in place between the club and education partner (Gateshead College). That being the case, any reference to him being one of two players not on an education programme, is not relevant.

## **FINDINGS OF THE APPEAL BOARD**

19. The Appeal Board found as follows:

- a. By a majority decision, the Appeal Board dismissed the appeal (Appeal 2). Whilst the Appeal Board considered the wording of League Rule 18.A.5 open to interpretation, they determined that the League had acted in accordance with its agreed and published Rules and Regulations for Season 2022-2023, and had come to a decision that was open to them to make.
- b. The minority view was that the League rule was ambiguous and that it potentially had different meanings. If the rule was applied as it was written, then Player X would be eligible as he was not “on an appropriate full-time education programme with an official education partner of the football club”. The minority view was that the degree of ambiguity meant it was reasonable to favour the club’s interpretation of the rule.
- c. Chester le Street Huddersfield Town Park View are to forfeit the Trophy game against Everton ND1 (match date 8 February 2023) with Everton progressing into the next round of the Competition. The fine of £100 is to stand.
- d. There was no order as to costs and the appeal fee is to be forfeited. Based on the outcome of the first appeal (Appeal 2), the second appeal (Appeal 1) was not heard. The second appeal fee is therefore to be returned to the Appellant.
- e. The Appeal Board’s decision is final and binding on all parties.

## **RECOMMENDATION OF THE APPEAL BOARD**

20. Whilst it is procedurally unusual for an Appeal Board to make recommendations, in this case the Appeal Board thought it appropriate/necessary to make a recommendation that the League carry out a detailed review of NYFL Rule 18.A.5 and any associated rules.



Tony Rock (Chair)

Keith Allen

Glenn Moulton

Wednesday 5<sup>th</sup> April 2023