

**In the Matter of the Appeal Board of
The Football Association (the FA)**

BETWEEN

NEWPORT PAGNELL TOWN FC (APPELLANT)

v

UNITED COUNTIES FOOTBALL LEAGUE (RESPONDENT)

WRITTEN REASONS OF THE APPEAL BOARD

1. These are the written reasons for the decision made by an FA Appeal Board that heard the above mentioned case by “Teams” video conference on Tuesday 6 February 2024.
2. The Appeal Board members were Christopher Reeves (Chair), Laura McCallum and Shaun Turner.
3. Jack Mason, West Riding FA - FA National Secretary, acted as Secretary to the hearing.
4. The Appellant was represented by John Webb Match Day Secretary, Newport Pagnell FC, with Steven Handley Senior Board Member and Julie Ford Head of Football Operations and Registrations as Observers.
5. The Respondent was represented by Mark Ives of Sport Integrity Matters, with Wendy Newey League Secretary as Observer.
6. By letter (the charge letter) dated 22 November 2023 the Appellant was charged pursuant to rule 6.9 of the United Counties Football League rules with fielding an ineligible player namely Charlie Stirland (the player) in the league fixture played on 18 November 2023 against Gormanchester Rovers which the Appellant won 2-0
7. The charge letter stated that the Appellant had signed the player on work experience from MK Dons by agreement which commenced on 6 October 2023 and ended on 29 October 2023 making him ineligible for any fixture after 29 October.
8. The Appellant denied the charge and requested a hearing which took place by Zoom video call on 18 December 2023. After considering representations from the Appellant the

Respondent found the charge proved but accepted that the Appellant had not intentionally tried to deceive and took that into account in imposing a sanction of £50 fine and the deduction of the 3 points gained by the Appellant in the fixture in which the player participated.

9. The Appellant has lodged its appeal against the decision of the Respondent on the grounds that it had imposed a penalty award order or sanction that was excessive.

10. The Appeal Board noted that the relevant rule of the Respondent upon which the charge was based was rule 6.9 as below.

Rule 6.9

*6.9 Any Club found to have played an ineligible Player, in a match or matches **shall**, have any points gained from that match or matches deducted from its record, up to a maximum of 12 points, and have levied upon it a fine. The Board may also order that such match or matches be replayed on such terms as are decided by the Board which may also levy penalty points against the Club in default.*

The Board may vary its decision in respect of the points gained in circumstances where:

- (a) the ineligibility is due to the failure to obtain an International Transfer Certificate or*
- (b) where the ineligibility is related to a change in the Player's status with the Club for whom he is registered or*
- (c) where the Board determined that exceptional circumstances exist*

11. On the team sheet for the game on 18 November 2023 v. Godmanchester Rovers the

Appellant only listed 10 starters resulting in an email being sent by the Respondent seeking an explanation. The Appellant responded that the player could not be named because he did not appear on the Whole Game System (WGS) as registered to their club.

The Appellant forwarded to the Respondent an email dated 3 November including an email from the player's parent club MK Dons agreeing to another month's loan with effect from 3/11/23. The Respondent denied having received this email and as a result of not having received any notification from the Appellant of the extension of the initial loan period of the player had cancelled his registration on the WGS.

12. In its notice of appeal the Appellant pleaded that it had "respected all the rules and procedures and did all we could to inform the league of the changes in the status of Charlie as and when new dates were agreed".

Further the Appellant pleaded that “given that it was not us that changed the status and we received no communication that it was changed...” that the league should use its discretion under paragraph 6.9 (b) of its rules to mitigate the penalty imposed and to reinstate the points deducted or at least to order that the game be replayed.

13. In its response to the notice of appeal the Respondent pointed out that its rule 6.11 states “A Player is one who has been registered via the relevant Online Player Registration System and such registration has been approved by the Competition”.

The Respondent further pleaded that it is the responsibility of all Clubs to ensure that all formalities for which the rules provide re the registration of a player have been complied with.

14. The Appeal Board having carefully considered the Appeal Bundle heard oral submissions from both parties and noted from John Webb that the Appellant thoroughly checked the systems when initially signing a player but did not check on a game by game basis. He said that in this instance he followed up the lack of reference to the player on the WGS because he did not know the email of the 3/11/23 had not been received. He admitted that confirmation of receipt of that email had not been followed up and explained that two people were involved in the registration process and that this may have caused an issue. He accepted that the charge related to a strict liability offence and that there were lessons to be learned for the Appellant Club as a result of this situation.

15. The Appeal Board noted that the Respondent in arriving at the sanction imposed had taken into account the mitigation put forward by the Appellant represented by John Webb Club Secretary and 2 other club representatives.

16. Mr Ives for the Respondent accepted that the Appellant had no intent to deceive or to defraud the system and that there existed a good relationship between the Appellant and the Respondent.

Mr Ives confirmed that the Respondent manually amended the registration system upon the determination of the original loan on the 29 October 2023 in the absence of any notification

that the loan had been extended. Mr Ives stated that after 29 October the Player had no status with the Appellant unless and until a fresh registration process was completed. He stated that the email of 3/11/23 providing details of the second loan agreement was not received by the Respondent prior to the Player participating in the fixture on 18 November 2023.

17. The Appeal Board noted in response to a question from Mr Turner that the Appellant accepted that the charge was a strict liability offence.

18. The Appeal Board having taken into account all the submissions of the parties and having given the Appeal Bundle careful consideration unanimously dismissed the appeal taking into account:

- (a) the fact that the Respondent had clearly taken into account at first instance the mitigation advanced by the Appellant and had imposed a £50 fine which was towards the lower end of the Respondent's tariff.
- (b) the acceptance by the Appellant that there were further steps that could have been taken by the Appellant to ensure that the player was registered and the acceptance that those steps were not taken.
- (c) the deduction of the points gained in the match in which the player participated is mandatory pursuant to the provision of rule 6.9 save in certain stated circumstances which the Appeal Board did not consider applied in this case. The Appellant had argued that the points should be reinstated or at least the game be replayed on the basis that paragraph 6.9.(b) applied but the Appeal Board noted that as the player did not have any status with the Appellant after 29 October 2023 and that it was not open to the Respondent to have recourse to the discretion afforded by paragraph 6.9.(b) in any event.

The Appeal Board took the view that the sanction imposed by the Respondent was within its power and could not be regarded as excessive.

19. There is no order as to costs and the appeal fee is to be forfeited.

20. The Appeal Board's decision is final and binding on all parties.

Christopher Reeves – Chair of Appeal Board

Laura McCallum

Shaun Turner

9 February 2024