

IN THE MATTER BEFORE A REGULATORY COMMISSION OF THE FOOTBALL ASSOCIATION

THE FOOTBALL ASSOCIATION -V- CHELSEA FC

WRITTEN REASONS

Introduction

1. By letter dated 11th September 2025, The FA brought 68 charges against Chelsea FC [CFC] for misconduct in the form of numerous breaches of The FA Football Agents Regulations and their successor in title, The FA Regulations on Working with Intermediaries, all of which arise out of their dealings with and use of Unauthorised Agents and Unregistered Intermediaries in relation to the transfer of 32 players over a prolonged period between July 2009 and August 2022; there were six further charges in relation to breaches of The FA Third Party Investment in Players Regulations. Details of those charges and the players concerned are set out in the charging letter at pp 2-9 of the Core Bundle. For the avoidance of doubt, it is noted that the majority of the breaches were perpetrated by CFC between 2010 and 2016.
2. By letter dated 10th October 2025, at pp 402-406 of the Core Bundle, CFC admitted the charges and requested a personal hearing for consideration of the appropriate sanction[s] to be imposed. The bases on which their admissions were made were contained in three appendices to that letter at pp 407-469 of the Core Bundle, and The FA's response thereto was set out in a letter from their Solicitors to The FA Judicial Services dated 24th October 2025. In short, although there were certain matters advanced on behalf of CFC which were not accepted by The FA, they were not of such a character, taken individually or collectively, as to warrant the undertaking of a fact-finding

exercise by an Independent Regulatory Commission [‘Commission’].

3. A hearing took place on 8th December 2025 before a Commission which had the opportunity of hearing submissions on behalf of both parties. The Regulatory Commission comprised of HH Clement Goldstone KC (Chair of the Commission and Judicial Panel Chair), Alison O’Dowd (Football Panel Member) and Ken Brown (Football Panel Member). The constitution of this Commission was notified to the parties in advance, and it was confirmed that no objection was taken by either party to its constitution. Paddy McCormack, Judicial Services Manager, acted as secretary to the Commission. Prior to the hearing, the Commission had received and had read the Core Bundle, which included the Executive Case Summary, the Project Derwent [by which the investigation was known] Case Summary, written submissions from both parties on the charges themselves, the parties’ case in respect thereof, their submissions on sanctions, and a list of authorities, together with transcripts of those decisions. At the hearing itself, the Commission had the benefit of receiving oral submissions on behalf of both parties from Mr Brian O’Neill KC and Mr James Segan KC respectively, and were able not only to note the more salient points on which they relied, but also to remind themselves of the submissions in their entirety, as the proceedings had been contemporaneously transcribed. Furthermore, at the hearing itself, the Commission received a copy of the Sanction Agreement between the Premier League and CFC, dated 25th November 2025, and subsequent to the hearing, the Commission received [i] a further joint submission from the parties, in relation to mitigation, and whether there was any limit on the extent to which a particular factor could be used as such, and [ii] redacted minutes of a meeting of the Football Regulatory Authority of The FA held on 7th March 2011 in relation to the practice to be adopted when the sporting sanction of a points deduction was being considered and/or imposed.

4. The members of the Commission note and wish to thank the parties for the highly impressive spirit of cooperation in which these proceedings have been conducted, and which has enabled these proceedings to be concluded, including the provision of written reasons, within five months of the date of the letter of charge. The way in which this case has been conducted, across the board, has shown that where there is such a spirit, and a desire for progress, even where the case is of extreme seriousness and of considerable complexity, delay is not inevitable and justice can be administered and delivered efficiently and at a pace which all those connected with the game of football, and the public in general are entitled to expect. Whilst this document will not refer specifically to every point raised whether orally or in writing, the parties may be assured that the Commission had all relevant material very much in mind in reaching and formulating its decision.
5. Before we turn to the facts of the case, and then to the sanctions to be imposed, it is necessary to highlight two very unusual, if not unique aspects of this case;

[i] this case came to light as a result of self-reporting by CFC, in circumstances where it must have been clear to them that severe and harsh consequences would inevitably follow; furthermore, it is unlikely that, without their self-reporting, as to the nature and extent of which we refer in more detail below, these matters would ever have come to light;

[ii] second, this is a case in which The FA has proposed a package of sanctions, with which CFC takes no issue. Quite correctly, both parties have been at pains to emphasise that, notwithstanding the parties' joint approach to the sanctions which we should impose in this case, the question of sanction is ultimately and entirely a matter for the Commission. It seems to us that, whilst the fact

that the parties are *ad idem* as to the appropriate sanctions to be imposed in this case is an important factor for us to take into account, it is nevertheless for the Commission to satisfy itself that, if they are to adopt the approach advocated by The FA, to which CFC do not object, The FA has taken into account and given appropriate weight to all relevant material. During the course of submissions, it was pointed out by Mr O'Neill KC [perfectly properly] that the Chair had fallen into error in referring to the parties' respective stance as an 'agreement' on sanction; however, the fact remains that each counsel was wholly supportive of the approach of the other in relation to matters of both aggravation and mitigation, and when members of the Commission made observations which appeared to be at odds with the parties' approach to the imposition of a particular sporting sanction, counsel adopted a united front in support of their stated position. The Commission therefore saw its role, in a case where it was effectively being invited to endorse the parties' approach to sanction, to scrutinise with care The FA's approach to the sanctions, non-sporting and sporting, which they invited us to impose [a fine and a suspended registration ban], as well as to that sporting sanction of a points deduction which they invited us not to impose – and our choice of words in this regard is deliberate, as will become apparent later.

6. As will be apparent from what appears below, and as was made apparent from the outset of the hearing, there were two aspects of the case which caused us particular concern. The first aspect we set out here purely for the sake of completeness; it related to the decision of The FA to bring charges against only CFC, and not against individuals employed or otherwise connected therewith. That decision, we accept, was ultimately, and will remain for the future, a decision for The FA, whether we agreed with it or not. The second aspect related to the invitation by The FA to the Commission to conclude that, for various reasons, to all of which we refer below, this was not a case in which we should impose a

sporting sanction which comprised a points deduction. Given that to have been The FA's stance, it is scarcely surprising that CFC did little more than adopt The FA's approach in that regard. Nevertheless, it is a sanction to the imposition of which we have given very careful and detailed thought, and because we have ultimately decided not to adopt the approach advocated in this regard by The FA and adopted by CFC, we have set out our approach and reasons in some detail. It is not a decision which we have reached lightly, just as we are conscious that the approach to sanction generally was not one which was taken lightly by experienced leading counsel for The FA and CFC, but disagree with that approach we do, and we would be failing in our duty as an Independent Regulatory Commission, if we simply 'rubber-stamped' the parties' approach and accepted their invitation.

7. Nevertheless, the fact that we have chosen not to adopt in every respect the approach to the imposition of sanctions advocated by The FA and adopted by CFC should not be taken by the parties as a criticism of them. The extent to which The FA and CFC have cooperated and collaborated in the preparation and presentation of this case has been exemplary and we cannot commend highly enough those who have been involved. It has made our task immeasurably more focussed and we welcome their approach, not just in this case, but as an approach to be considered in other cases where a breach has been admitted; further, we see no reason why such an approach should be confined to high profile cases such as this.

The Background

8. CFC have been charged with misconduct under FA Rule E1 following 74 breaches of FA Rule E1.2 [or its predecessor] in respect of 44 Transactions involving 32 players between July 2009 and August 2022. That bald summary does not of course

begin to address the gravity of the position of CFC, which, through those who were then – and we emphasise then – in control of the Club and running its activities on a day-to day basis, reveals a shameful and arrogant disregard for the Rules of the game, and which has done so much to bring the game of football in general, and the name of CFC into disrepute.

9. In summary, what happened was that on occasions during this prolonged period, those in a position of authority deliberately flouted The FA Regulations set out in paragraph 1 above which were in force at any given time, in several different ways in relation to the transfer and registration of 32 players in 44 separate Transactions. The players whose registration was impacted by those breaches are identified in The FA's charging letter; just as there is no suggestion that those who are currently running CFC were a party to the various practices, to which we will refer below, so there is no suggestion that any of the players whose transfer or registration has been the subject of investigation were involved.

10. The breaches can be subdivided as follows:

[i] 22 charges under Regulation J1 of The FA Football Agents Regulations, which were in force from July 2009 to March 2015, and which states as follows:

‘A Club must not at any time use the services, either directly or indirectly, of an Unauthorised Agent in relation to any Agency Activity. A Club must not directly or indirectly make any payments to any Unauthorised Agent in respect of any Agency Activity’.

[ii] 27 charges under Regulation C2 of the same Regulations which states:

‘A Club... must not so arrange matters as to conceal or misrepresent the reality and/or substance of any matters in relation to a Transaction or Contract Negotiation’.

[iii] 9 charges under Regulation A2 of The FA Regulations on Working with Intermediaries, which came into force in April 2015 and which states:

‘AClub must not use or pay any person for Intermediary Activity, unless that person is registered as an Intermediary and is entitled to act under a valid Representation Contract. An Intermediary must not carry out any Intermediary Activity in the place of, or on behalf of, or as agent or representative of, any person other than the Player and/or the Club he is engaged to act for....’

[iv] 10 charges under Regulation A3 of the same Regulations which states:

‘A Club.... must not so arrange matters as to conceal or misrepresent the reality and/or substance of any matters in relation to a Transaction.’

[v] 5 charges under Regulation A1 of The FA Third Party Investment in Players Regulations [TPIR], which came into force in July 2009 and which states:

‘No Club may enter into an agreement with a Third Party whereby that Club makes or receives a payment to or from, assigns any rights to or incurs any liability in relation to, that Third Party as a result of, or in connection with, the proposed or actual registration (whether permanent or temporary), transfer of registration or employment by it of a Player.’

[vi] 1 charge under Regulation B3 of the same Regulations which states:

‘A Club is permitted to enter into an agreement with an Overseas Player whereby it acquires a right (whether optional contingent or otherwise) to employ that Overseas Player at a future date. All such agreements must be disclosed in advance to The

Association. Clubs are reminded of their obligations to the player's current Club under the Rules and Regulations of The Association, relevant League Rules and under the FIFA Regulations for the Status and Transfer of Players in relation to approaches to players.'

The Purpose behind the Regulations

11. The TPI Regulations [TPIR] were introduced in June 2008 by the Premier League, followed by The FA in July 2009 in order to prevent any Third Party from owning a stake in the economic, registration or similar rights of a player who is registered with a Club in England and Wales. They are based on the principle that no Third Party should be able to influence the way in which a Club operates, nor the performance of its teams. As such, the Regulations prevent clubs from making payments to, or receiving payments from Third Parties in respect of players' registrations or from assigning any rights in respect of players to any Third Party, unless approval is given in advance by The FA. The obligation to disclose to and seek approval from The FA enables The FA to oversee all agreements and any payments. Disclosure which is false, misleading or incomplete, not to mention cases where there is no disclosure at all means that The FA cannot exercise its supervisory role and ensure that there is compliance with the Regulations. The Regulations also serve to minimise the risk of potential conflicts of interest, which may arise where a Third Party holds an interest in a player or players involved with more than one Club in the same competition. We note, for the sake of completeness, that in 2015, FIFA introduced a world-wide ban on Third Party Ownership.
12. The Regulations which govern the activities of agents and intermediaries seek to ensure that all agreements meet a minimum set of criteria providing legal protection and necessary safeguards for the parties thereto, particularly, but not exclusively, where minors are concerned. Indeed, such is the

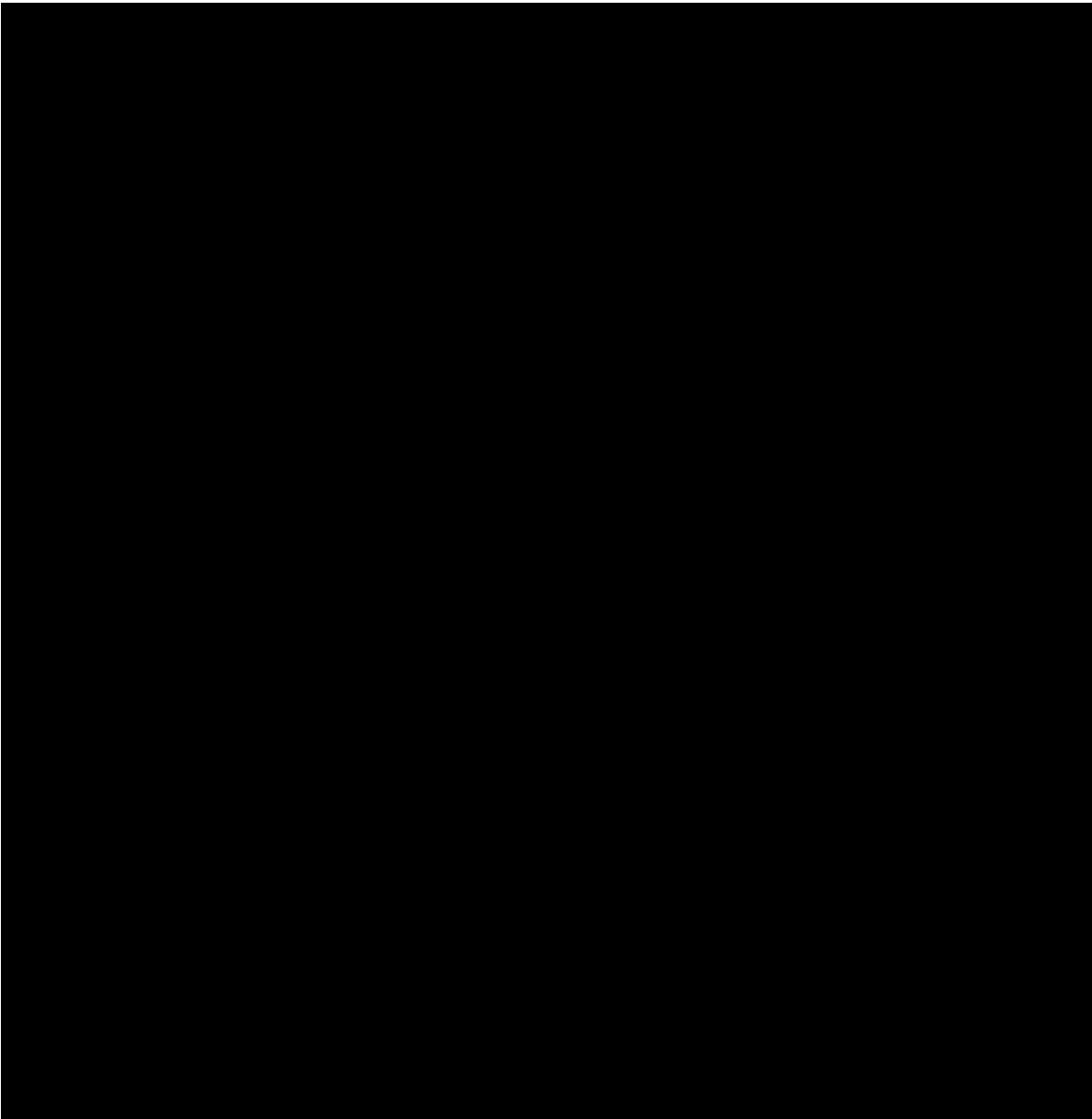
importance which is attached to the protection and safeguarding of minors that a specific definition of “Minor” is contained within the Regulations.

13. Transparency in dealings is achieved by requiring disclosure of key information to The FA, including details of Agents and Intermediaries involved in any Transaction, and details of any remuneration due and paid thereto.
14. In respect of the TPIR, a Club must submit to The FA any agreement (oral or written) which involves a Third Party selling or acquiring any rights in respect of the transfer of a player, or making or receiving any payment in connection with the same. In respect of Agents, all Representation Contracts need to be lodged with The FA within ten days of execution and in any event no later than at the time of the registration of a transaction by The FA. It is not for The FA to approve or disapprove of the terms of such agreements.
15. It follows that if and when parties fail to provide complete and accurate details of a Transaction, The FA is unable to carry out its role and thus, Unauthorised Agents and/or Unregistered Intermediaries are able to operate, to the detriment of the game, to insert superficially attractive but often impermissible and unenforceable clauses into contracts, and to prevent appropriate and necessary safeguards from being applied and maintained. Such contracts are not those which are lodged with The FA or the Premier League, but are effectively ‘side agreements’ which exist unbeknown to the authorities.
16. Furthermore, upon completion of a Transaction, Clubs are required to submit certain documentation to The FA, which enables the Transaction to be recorded and establish an audit trail. Importantly, at the time of the conduct in question, payments made by Clubs to Agents, Intermediaries or Clubs in

other countries had to be made via a Clearing House operated by The FA.

The Facts of the Case against Chelsea FC and its motive

17. The facts of the case, as set out in paragraphs 26 to 254 of The FA's comprehensive Executive Summary, disclose, over a prolonged period of time, a breathtaking disregard and contempt by those who were in positions of authority and control at CFC for The FA Rules and Regulations and the importance of compliance therewith. We note that there were a number of additional breaches of numerous Regulations which have not been charged in the interests of proportionality, but which are said to be an aggravating feature of the Club's overall offending; for example, the making of payments, as inducements, to the parents of young players who, quite inappropriately, were being represented by Unauthorised Agents. CFC did not dispute that the approach of The FA in these circumstances is legitimate, and we will give it such limited weight as it requires when set against the vast canvas of offending which we are considering.
18. Senior individuals within the Club indulged in a 'well-established practice to use Unauthorised Agents and Unregistered Intermediaries, to pay them, to conceal their involvement and those payments from The FA and, in some cases, to create sham agreements in order to avoid detection and to acquire players at all costs'.
19. We note that, whilst we make it clear that there have been no findings made against any individuals connected with or employed by CFC, there appears to be clear evidence of the involvement in these sham arrangements, to a greater or lesser extent, of the following senior individuals within the Club:



Summaries of those named above who were interviewed appear at paragraphs 1131 and 1133-1139 of the Case Summary, at pages 392-401 of the Core Bundle. It is neither necessary or appropriate for us to scrutinise what each or any of them said; the time for that will come if and when proceedings are taken against all or any of them.

20. We note also that The FA appears to have made a conscious decision ‘as matters currently stand’ not to bring proceedings against all or any of the above-named for the simple reason that ‘it would not be appropriate to bring charges against senior individuals without that process also involving’ 

[REDACTED], who 'is unlikely to become a Participant within the jurisdiction of The FA for the foreseeable future'. Whilst the policy about charging decisions is clearly a matter for The FA, we are bound to express our grave concern if not our total lack of comprehension at this approach. It is apparent to us that, on The FA's case against CFC, those in a position of authority and influence may well have behaved in a way which calls into question the propriety of them being allowed to take part in the running of a football club, and the governance of the game in general, and yet no steps to sanction them or to prevent or restrict their activities in the sphere of football are contemplated. We were somewhat assured to be told by Mr O'Neill KC that should those who are still working in football, but currently outside The FA's jurisdiction, return to the jurisdiction, their position will be reviewed.

21. Of particular concern to the members of the Commission was the fact that although [REDACTED] remains within the jurisdiction of The FA, [REDACTED] he, together with others who are currently working in football outside The FA's jurisdiction, was not interviewed as part of The FA's investigation into the Club. The position has since been clarified. [REDACTED] was not interviewed for reasons which related to [REDACTED]. They are accepted by the members of the Commission as being sufficient to justify the decision of The FA not to conduct an interview at the time or subsequently.

22. That the Regulations were breached on numerous occasions is not in doubt. What is said to be more difficult to ascertain with any degree of certainty is the motive or motives which lay behind the Club's activities. However, in so far as motive is relevant to the sanctions which we must consider, we remind ourselves that whilst the burden of proving the case, and

of establishing the existence of a particular motive, rests firmly and properly on The FA, the standard of proof is the balance of probabilities.

23. Taking full account of the concession by The FA that the motivation of ■■■ and others to have acted in the hope of gaining a sporting advantage is ‘inevitably opaque and not capable of being determined conclusively’, and acknowledging that the Commission is not invited to make such a determination, nevertheless we retain the right to do so, if the evidence justifies it. Furthermore, if we consider that such a motive did, or did not exist, we would be failing in our public duty if we did not make that clear in coming to our decision. Furthermore, as was acknowledged during the hearing, and as is referred to in paragraph 5 above, there is a significant difference in being ‘not invited to make a finding’ and being ‘invited not to make a finding’ in that regard.

24. Having considered all the written material and listened with care to the parties’ oral submissions, we are satisfied to the requisite standard that the catalogues of actions and omissions by CFC over a 13-year period were carried out for a number of specific reasons:

[i] as far as the six breaches of the TPI Regulations are concerned, two of the players [Eto’o and Willian] involved were high-profile players; we are satisfied that the Club deliberately disregarded the Regulations, of whose existence and purpose they were at all times well aware, in order to secure the registration of those players ahead of other more scrupulous Clubs;

[ii] in the case of the Club’s deliberate decisions to use Unauthorised Agents and Unregistered Intermediaries, the Club believed this was the easiest, if not the only way to secure a particular player’s registration;

[iii] in several cases, the player in question was under 16 at the material time. To the Club's certain knowledge, the Regulations did not permit a minor under the age of 16 to enter into a Representation Contract nor payment by the Club to an Agent in respect of such a player. The Club was prepared to ignore the principal purpose which lay behind such restrictions, namely the protection of a young and perhaps impressionable player from the risk of exploitation, in order to ensure that it would not lose the fruits of its scouting. It was a by-product of this practice that the Club could not disclose the existence of the Agent whether or not he was authorised.

[iv] on occasions, Agents were declared as acting for the Club rather than for the player in order for the latter unwittingly to avoid any tax liability; it is difficult for the Commission to avoid drawing the inference that this was done to effect a fraud on HMRC, although of course we note that no proceedings were brought against the Club in this regard.

25. The cumulative effect of the reasons set out at [i] to [iv] above leads us to the conclusion that the principal and overall motive behind the Club's conduct was to gain a sporting advantage. Furthermore, in certain respects, CFC did gain a sporting advantage. In particular, by its actions and omissions, it was able to acquire a squad of players whose depth of talent at every level was greater than it would have been had they complied with the various Regulations of which they were in breach. It also obtained a sporting advantage by depriving Clubs with which it was in direct competition of a fair opportunity of having them in their squad. We sought to press counsel on why we should not draw a conclusion as to the obtaining of a sporting advantage, but, understandably, it was a question which they found difficult to answer. At one point, Mr O'Neill KC sought to develop the theory that very wealthy people act in a way which others might find irrational, but it did not entitle us to infer that the principal, or even any motive was to obtain a sporting advantage. We were

referred during the course of submissions to an exchange at paragraph 473 of the Case Summary [at pp 209-210 of the Core Bundle] between CFC's [REDACTED], and [REDACTED] to demonstrate that they were not simply seeking to extend the size of their squad, but were actually concerned not to swell the size of the squad indiscriminately [‘if there is no need, there is no need’]. Nevertheless, also highlighted in that conversation, which concerned its dealings in relation to two players, Eto’o and Willian, was the observation by [REDACTED] that to lose him [Willian] to an opponent is ‘not good’ and that to lose him to ‘Tottenham is adding insult to injury’. It may be that [REDACTED] loved the power associated with having a bottomless pocket when it came to acquiring players of great quality and/or with great potential, but to seek to suggest that there was no intention to obtain a sporting advantage is stretching our credulity beyond reasonable limits. Equally, in our judgment, if the object of the exercise – to obtain a sporting advantage – had not been obtained, at least in the minds of those in control at CFC, then the practice might well have ceased long before RA sold CFC. That said, whilst a reasonable inference can be drawn from the evidence as to the obtaining of a sporting advantage in relation to its ability to acquire players by unlawful means and inducements, and to prevent others from similarly strengthening their squads, we agree that we cannot and should not seek to reach a conclusion as to whether the Club did gain a sporting advantage in terms of its results over the relevant period. That would be to indulge in speculation, in which fact-finding Commissions and Tribunals indulge at their peril. Consequently, CFC’s results during the period of offending play no part in our assessment of its culpability, the harm caused to other Clubs or what should be our approach to sanction in this case. Nevertheless, it is difficult to envisage a more serious scenario than that with which we are confronted when we turn to consider our approach to sanction.

26. It is however a fact that under the ownership of Roman Abramovich, who acquired CFC in 2003, and under the management and control of, inter alia, those identified in paragraph 19 above, the Club enjoyed unprecedented success. Some of that success was enjoyed before the period in which the Club's breaches of the Regulations took place, but during the relevant period, CFC won no fewer than 2 UEFA Champions' League titles, 3 Premier League titles, 3 FA Cups, out of a total of 13 major trophy wins. Even though this Commission has made it clear that we should not, and will not, speculate as to whether CFC actually gained a sporting advantage, as far as its success on the field is concerned during if not throughout the 13 year period under investigation, the Court of Public Opinion will form its own view and if that is one adverse to the Club and those who were at its helm, they can have no one to blame but themselves. The rehabilitation of Chelsea Football Club from its fall from grace as evidenced by the facts of this case will not happen overnight, and will be hard-won by its new owners, directors and internal management.

27. We conclude our findings in relation to the issue of sporting advantage by reminding ourselves that although we asked at the outset of the hearing whether, if we concluded that CFC had sought to gain a sporting advantage, far less achieved one, that would be a relevant factor for us to take into account in deciding what if any sporting sanction should be imposed, neither counsel addressed the point. Both parties' counsel understandably concentrated on seeking to persuade us that we should not draw such an inference [in which they were unsuccessful], rather than suggesting any reason why, if we drew such a conclusion, it should not be a factor for us to take into account in deciding what if any sporting sanction should be imposed.

The circumstances in which The FA became involved in the investigation into the Club's affairs

28. As has already been mentioned, this case has arisen because CFC have 'self-reported'. In late May 2022, the sale of CFC by and on behalf of Roman Abramovich [RA] was close to completion to BlueCo for the sum of £2535.8m. It appears that towards the end of the due diligence process, BlueCo's advisers realised that there were 'football regulatory issues' arising from Transactions which were the subject of an ongoing HMRC investigation [which ultimately concluded with a payment of £[REDACTED] being made to HMRC, of which £[REDACTED] was made by way of voluntary restitution]. Accordingly, on 27th May 2022, the first of many communications passed between BlueCo and The FA. The purchase was completed on 30th May 2022 [so it is apparent that these 'issues' did not affect or delay the purchase process]. Thereafter, BlueCo contacted The FA in writing three times within six weeks and disclosed a substantial volume of information in relation to potential football regulatory issues which had arisen at CFC under RA's ownership.
29. This initial self-reporting prompted the formal commencement of The FA's investigation in September 2022, and has led ever since to a very high, indeed unprecedented level of cooperation between CFC, its advisers and The FA which has continued to the present day, and which must and will be appropriately reflected in our approach to and decision on sanctions. This is addressed in more detail in the section on sanctions, under the heading of mitigating factors. Indeed, it is likely that the extent of the self-reporting seen in this case has never before been known, even where such self-reporting has taken place against the background of an amnesty. Further, it is accepted by The FA that, without the self-reporting, it is unlikely that CFC's egregious wrongdoing over a 13-year period would have come to light.

30. It is convenient to mention at this stage the fact that CFC also self-reported in respect of these matters to the Premier League and UEFA. We accept that, having regard to the principles of totality, the sanctions imposed by those governing bodies should be taken into account when we determine the appropriate sanctions in this case. In contrast, we accept also that the sums paid to HMRC [see paragraph 28 above] are irrelevant to our approach to sanction, as CFC's liability in respect of those sums did not arise out of regulatory breaches, but rather as a result of a failure to pay tax.
31. Finally, in relation to self-reporting, we note that in 2016, CFC took advantage of the Premier League amnesty in order to make a number of voluntary disclosures regarding improper payments which had been made to minors' families, family friends and their representatives in breach of its Youth Development Rules. In keeping with the conduct of the regime at the time, no disclosures were made to The FA or the PL regarding related breaches of FA rules relating to agents and intermediaries. However, for the avoidance of doubt, we note that with the exception of charges involving two players, the conduct disclosed by CFC under the PL amnesty does not form part of any charge now brought against CFC by The FA, and we have taken care to avoid any double-counting when deciding the appropriate sanction generally.

CFC's relevant antecedent history

32. Paragraphs 28-32 of The FA's Submissions on Sanctions [dated 18th November 2025] set out the details of CFC's hearing before a FIFA Disciplinary Committee, the FIFA Appeal Committee and the Court of Arbitration for Sport in relation to breaches of Regulations in relation to the recruitment of minors to CFC's Academy from other countries. Although some of the players

recruited are those in respect of whom The FA regulations with which this Commission is concerned, the FIFA case was not concerned with breaches of any regulations relating to the use of Unauthorised Agents and/or Unregistered Intermediaries, and the fact that such Agents and Intermediaries had been used did not feature in the FIFA case.

33. The ultimate sanction in the FIFA case, reported on 18th February 2020, was a fine of CHF 300,000, a registration ban for a single ‘window’, and, despite an overall degree of guilt which was assessed as ‘quite low’, the imposition of a warning and reprimand ‘given the importance of the substantive principles enshrined in the FIFA rules concerning the protection of minors and a certain superficiality with which the Club appears to have dealt with this very delicate issue prior to the FIFA investigation’. Although there is no suggestion that CFC breached FIFA rules subsequent to the CAS decision, it is clear that it continued to deal with the same very delicate issue [protection of minors] with scant regard for The FA Regulations in relation to its use of Agents and Intermediaries in the period between February 2020 and 2022 as the present case involves 11 charges across eight players, all of whom were Minors at the material time of the breaches, albeit one became 18 at the end of the relevant period.

The Commission’s decision and rationale in relation to sanctions

34. Because this is a case in which we have been asked to consider with care, and to approve The FA’s proposals as to sanction, to which CFC have lodged no objection, we think that it would be helpful first, to identify the sanctions proposed by The FA, second, to set out our comments thereon and response thereto, and third, to set out our conclusions.

35. In summary, The FA invited the Commission to impose two sanctions:

[i] a fine of £10m

[ii] a sporting sanction banning CFC from registering any new male players as Contract Players [including on a temporary transfer] or Scholars, either nationally or internationally for two entire and consecutive registration periods [‘transfer windows’], such order to be suspended for a period of two years from the date on which the order is made. The circumstances in which such a ban could be activated are set out at paragraph 127 of The FA’s Submissions on Sanctions [page 517 of the Core Bundle].

36. We address first the question of a fine. The FA’s case in relation to the size of the fine is set out in paragraphs 89 – 111 of its Submissions on Sanctions, at pages 507-513 of the Core Bundle. For reasons which will become apparent, it is not necessary for us to set out in detail the way in which The FA puts its case in this regard.

37. We are happy to adopt the approach set out in paragraph 108 [at page 512 of the Core Bundle]. Absent any guidelines, and any way of measuring the financial benefit to CFC of its unlawful conduct, in the context of the Regulations of which it is in breach, we agree that it is helpful to have regard to its ‘level of expenditure... on the activities which gave rise to the breaches’.

38. That was stated by The FA [paragraph 109] to be slightly less than £21m [exclusive of VAT]. A 25% uplift for aggravating factors, set out in paragraph 90, as well as the fact that more than half of the players concerned were minors [paragraph 99[vi]] increased the figure to approximately £26m. A discount for self-reporting and cooperation of 1/3 reduced the starting point to approximately £17.25m from which a further discount of 1/3 for early guilty pleas reduced the figure to slightly under £11.4m. The principles of totality [because of penalties which had been

imposed by UEFA and the PL] led to a further suggested reduction to £10m. This financial penalty is said to be ‘an appropriate penalty which would punish [the Club], deter similar misconduct and maintain the integrity of the game.

39. That approach, as a matter of principle, to the calculation of a fine is an excellent model and one which we commend for adoption in general. In other words, there are five potential steps to be addressed and gone through:

- [i] alight upon a starting point;
- [ii] adjust upwards for aggravating factors [if appropriate];
- [iii] adjust downwards for mitigating factors [if appropriate], excluding any credit for an admission;
- [iv] make a further adjustment, of up to 1/3, for an admission, the extent of which will depend on the timing thereof;
- [v] make a further adjustment, where appropriate, for the principles of totality.

40. During the course of the hearing, we took issue with the starting point of [say] £21m. This seemed to us to be based on a miscalculation as it related only to the breaches involving payments to Unauthorised Agents / Unregistered Intermediaries and ignored the TPI breaches involving six Transactions which totalled an additional [circa] €36m.

41. The Commission could perhaps have been forgiven for concluding that the figure of £21m had been taken as a starting point, because after the various adjustments referred to above, it led to a suggested fine of £10m, which was remarkably similar to the penalties imposed by UEFA and the PL [10m Euros and £10m respectively]. A strict application of CFC’s total expenditure as a starting point would have led to a significantly higher fine. Nevertheless, after some hesitation, the Commission has come to the conclusion that it is not necessary to make a finding on this point, or to revisit the level of fine on the basis of CFC’s total

expenditure, as it is satisfied that the principle of totality, which means that CFC will have been fined the best part of £30m in total for its offending, does not warrant the imposition of a higher fine than the sum of £10m advocated by The FA, with which CFC takes no issue. We also have regard to the fact that it will not, as is explained below, be a ‘stand-alone’ penalty, so it is necessary to have regard also in this way to the principles of totality [which was touched upon in the case of The FA -v- West Ham United, at paragraph 31 of the Commission’s decision, which is reproduced in paragraph 47 of The FA’s submissions on sanction at page 494 of the Core Bundle].

42. Second, we turn to the question of a sporting sanction. As far as a sporting sanction is concerned, The FA’s position is set out at paragraphs 113-129, at pages 513 – 518. In short, its case, from which CFC does not demur, is that the case is far too serious to be measured by a financial sanction alone, and that the Commission should also impose a sporting sanction. The sporting sanction which is deemed by The FA to be appropriate is set out in paragraph 126 [at page 517 of the Core Bundle], and above, at paragraph 35[ii].

43. In this regard, there are, in reality, three fundamental questions for us to consider and answer:

[i] does this case, taken as a whole, necessitate the imposition of a sporting sanction in addition to a fine?

[ii] if so, what should that sanction be?

[iii] if a sporting sanction is to be imposed, should it be suspended?

44. We will deal with each of those questions in turn.

45. The FA’s submission as to whether a sporting sanction is necessary is clearly and succinctly stated. It is not contested by CFC [paragraph 39 of its Submissions on Sanction, at page 525

of the Core Bundle]. In short, CFC's offending was far too serious and prolonged for it to be dealt with by an Independent Regulatory Commission merely by a financial penalty, however large it might be, and the appropriate penalty to impose is a ban from registering new male players as Contract Players or as Scholars [a 'scholar' being a junior player who has entered into a scholarship agreement with the Club], which ban should be suspended for two entire and consecutive 'transfer windows'.

46. We can do little better than to set out here The FA's submissions as they appear at paragraphs 114, 116, 117, 122-124. Paragraphs 118-121 deal with authorities and a comparison between them and the facts of this case. Paragraph 115 deals with the question of a sporting advantage and sets out the attitude of The FA, which does not invite us to make any determination as to motive in this case [to which we have referred in paragraphs 23-27 above, and to which we return below]

'114. The evidence reveals that CFC was well aware of its duty not to use Unauthorised Agents/Unregistered Intermediaries and to declare to The FA the identities of any individuals who had performed Agency/Intermediary Activity. Nonetheless, a well-established practice existed at the highest levels of the Club [which was implemented at all levels] to use Unauthorised Agents/Unregistered Intermediaries, to pay them for their services, to conceal their involvement and those payments from The FA and, in some cases, to create agreements, contracts and roles in order to avoid detection and acquire players at all costs.

116. Furthermore, on 6 occasions, CFC also breached TPI Regulations. Given the high profile of two of the players concerned, Eto'o and Willian, the plain and obvious inference is that CFC disregarded the TPI Regulations in order to secure the registrations of those Players.

117. In The FA's submission a sporting sanction is plainly required as a punishment and as a deterrent to CFC and to others. That submission is advanced for the following reasons:

[i] the deliberate and intentional behaviour of the Club in flouting these Regulations was conducted at the highest level over the course of 14 (*sic*) seasons

[ii] the evidence demonstrates that the conduct of the Club was exceptionally serious, wholly unprecedented in terms of its scale and entirely consistent with there being a historic culture of rule-breaking

[iii] there was therefore the highest level of culpability and whilst the degree of actual harm may not be capable of financial measurement, the degree of reputational harm to the integrity of the sport is plainly at the highest level.

122. Furthermore, a sporting sanction is also required as a deterrent, not just to CFC, but to other Clubs. If Participants see a wealthy Club being sanctioned with nothing more than a financial penalty, there will be no deterrent to dissuade them from similar behaviour in the future. Quite the opposite in fact.

123. The FA is mindful of the principle of totality especially in respect of the breaches of certain PL regulations and the degree of overlap which exists in respect of some of the Transactions in question.

124. In The FA's submission, the appropriate sporting sanction to be imposed should be a ban from registering any new male players as Contract Players [including on a temporary transfer] or Scholars either nationally or internationally for two entire and consecutive registration periods which should be suspended

because of the Clubs's exceptional cooperation including self-reporting and admissions.'

47. Paragraph 125 adds to the suggested reasons for suspension by referring to all the heads of mitigation set out in paragraph 9 of The FA's Submissions on sanctions, including CFC's early guilty pleas. The FA and CFC also make the powerful point that suspension of the sporting sanction [to which we would add 'whatever it might be'] would serve to 'incentivise and encourage other Participants within its jurisdiction to engage openly and transparently with The FA in respect of instances of misconduct [whether historic or otherwise]'
48. We have no doubt that for the reasons stated above, a sporting sanction is necessary.
49. We therefore turn to the question of what the sanction should be. There are, in reality, three options; in decreasing order of severity of sanction, they are: i] expulsion from a competition, ii] deduction of points and iii] a registration or 'transfer window' ban.
50. CFC acknowledges [para 40.3.1 at page 526 of the Core Bundle] that the sanctioning exercise which the Commission has to undertake is 'highly fact sensitive'. It is submitted that it would be appropriate to determine seriousness and culpability on a 'transaction-by-transaction' basis. Whilst we accept that there is a degree of overlap between the charges which we are considering and those considered by UEFA and the PL, we are considering such a spate of offending over such a long period of time, that we have to form a view of the overall seriousness of CFC's offending and its culpability, and then have regard to the principles of totality in order to achieve a realistic outcome, and one which is fair. The concept of 'fairness' involves consideration of interests wider than only those of CFC, and must include the

interests of the game as a whole, and the preservation of its integrity.

51. The FA, as previously noted, has invited the Commission to conclude that the appropriate sporting sanction is, for want of a better expression, a suspended 'transfer window ban' more formally described as a 'registration ban' which prevents the signing of players but not their sale. The FA does not submit that this sporting sanction should be by way of a points deduction, but has not sought to develop its submission in that regard, except by reference to 'all the circumstances of the case' [paragraph 41 of its submissions at page 493 of the Core Bundle]. Again, that approach is [perhaps not surprisingly] not contested by CFC. We are invited by CFC to use as 'apposite comparators' for the purpose of deciding an appropriate and proportionate sanction the decisions of previous Commissions and Appeal Panels tasked with the imposition of sanctions for breaches similar to those which we are considering in this case. As a statement of principle, that is both helpful and sensible. But in truth none of the 'apposite comparators' to which our attention has been drawn [footnote 21 on page 526] in CFC's submission, and which are replicated in The FA's submission on sanction are remotely comparable as far as the factors of frequency of offending, duration of offending, and financial expenditure are concerned. Those authorities therefore, whilst of interest, are of limited assistance to us.

52. We accept, as submitted by both The FA and CFC, that it would not be safe for us to rely on the The FA -v- Luton Town as an authority which supports the imposition of a sanction comprising a points deduction in this case for the reasons set out in paragraph 51[i] to [iv] of The FA's Submission on Sanction. However, the point made in paragraph 51[v] is worthy of comment. Whilst it may be the case that a points deduction may be imposed only 'relatively rarely' where there has been prompt

self-reporting of breaches which occurred under a previous regime, an exceptional degree of cooperation and prompt admissions, that is not to say that there may not be cases where the sheer volume of offending, the period of time over which it has occurred, and the level of expenditure involved as well as any other aggravating factors, are such that such a sanction has to be considered and ultimately imposed. And it is worthy of note that by implication, and from its carefully chosen words, The FA accepts that such an outcome may be necessary not only to punish and to deter, but also to vindicate the position of the vast majority of Participant Clubs which comply with the Regulations in question. So, whilst, as The FA submit, it may be a sanction which is ‘relatively rarely’ imposed in the type of case identified by The FA, we would not adopt the phrase used by Mr O’Neill KC in the course of his submissions, namely that it should be regarded as a sanction ‘of last resort’.

53. We also note that in the case of The Premier League -v- West Ham United [WHU] which is cited in The FA’s submission on sanctions at paragraphs 43-48 as an authority in support of a very substantial financial penalty, the Commission stated [paragraph 30 of its ruling, reproduced at para 45 of The FA’s submissions] in a case which involved breaches of the PL rules B13 [good faith] and U18 [prohibition on third party influence] and which was significantly less serious than the instant case, both in relation to the number of breaches and the length of the period of offending, as follows:

‘We are of the view that these are exceedingly serious allegations because they amount to not only an obvious and deliberate breach of the Rules, but a grave breach of trust as to the FAPL and its constituent members, because in our finding the Club has been responsible for dishonesty and deceit. The Rules of the FAPL allow us to penalise a club by deducting points. That is a course that we consider would normally follow from such a breach of these Rules’.

54. In the event, a points deduction was not imposed in that case because it would have led to ‘certain relegation’ which would, in the opinion of the Commission have been a disproportionate punishment. Furthermore, for what it is worth, the Commission in that case were able to give WHU credit for its previous good character, which is not applicable in the present case. In any event, the WHU case involved two breaches of two rules involving two players which were concealed for five months and was significantly less serious in each of these respects than the current case. We acknowledge the observations of the Commission in that case [at page 50 of the Joint Authorities Index] to the effect that ‘some clubs may be of the view that all competitions should be decided on the pitch and not by tribunals. Whilst this is a natural and understandable view, the fact remains that some breaches will be of such a serious nature that only a deduction of points would be appropriate’. We endorse the sentiment expressed in the last sentence above.

55. It is therefore appropriate for us to consider ‘all the circumstances of the case’ on which The FA rely as an argument for inviting the Commission not to impose a points deduction. That involves a consideration of the aggravating and mitigating features present in this case. These are matters which we must of course consider before any question of the suspension of a sporting sanction can arise.

56. The aggravating features of the case relied upon by The FA, and acknowledged by CFC, are set out at subparagraphs [i] to [x] of paragraph 7 of The FA’s submissions on sanction, at pages 479–480 of the Core Bundle. They are as follows:

(i) The deliberate and intentional behaviour by CFC, which was carried out by individuals at the highest levels of the Club or under their direction and with their full knowledge and approval.

- (ii) The number and seriousness of the breaches where Unauthorised Agents/Unregistered Intermediaries were used and/or paid to secure the registration of particular players.
- (iii) The additional aggravating factors in respect of certain of these breaches particularly those concerning the registration of minors typically based overseas.
- (iv) The deliberate and intentional concealment thereof from The FA by submitting false and misleading documentation.
- (v) The seriousness of the breaches of the TPI Regulations to secure the registration of particular players which was carried out by individuals at the highest levels of the Club or under their direction and with their full knowledge and approval.
- (vi) The deliberate and intentional concealment thereof from The FA.
- (vii) The plain and obvious inference that many of these breaches were committed in order to secure the registration of the player in question at all costs.
- (viii) The period of time over which the breaches took place – 14 seasons and/or financial years from 2009/10 to 2022/23. The breaches primarily relate to events which occurred between the 2010/11 to 2015/16 playing seasons.
- (ix) The overall number of breaches of The FA's Rules and Regulations, 74 in respect of 44 Transactions relating to 32 different players.
- (x) Of the 32 players who feature in the charges, 18 were minors and of the 44 Transactions, 24 of them related to those 18 minors. As was observed in FIFA Circular 1843 at paragraph (a) (ii): *“registration bans are the sanction that is most often imposed for infringements relating to international transfers involving minors”*.

57. Given its stance on whether a not a sporting advantage was intended, let alone gained by CFC, it is not surprising that The FA does not include that aspect of the case, as to which our findings are set out in paragraphs 23-27 above. At the risk of repetition,

the members of the Commission regard the intent to obtain and the obtaining of a sporting advantage as highly relevant to sanction in general, and the choice of sanction in particular.

58. The mitigating factors acknowledged by The FA, and relied upon by CFC, are set out at subparagraphs [i] to [xi] of paragraph 9 of those submissions, at pages 480-481 of the Core Bundle. They are as follows:

(i) The new ownership regime, BlueCo, brought matters to the attention of The FA at the earliest possible opportunity, including before it had acquired the Club.

(ii) In October 2023 the Club made The FA aware of a letter which it had received from The Guardian newspaper containing various allegations (some of which were new and unknown to the parties); the Club also disclosed its investigations into those matters to The FA.

(iii) In addition, during the course of the investigation, the Club made disclosure of the existence of a series of notebooks (recording further potential regulatory breaches) as the notebooks came to the Club's attention. These notebooks became known as the "██████ notebooks"

(iv) The level of cooperation with The FA and its representatives throughout the course of the investigation has been exceptional.

(v) That cooperation has included the provision of a substantial body of significant evidence, the provision of summaries and agreed facts in respect thereof and a preparedness to make concessions.

(vi) Assistance in facilitating interviews with current and former employees of the Club.

(vii) The cooperative approach of the Club has in turn led to significant savings of both time and costs for The FA and its advisers.

(viii) Save for the breaches in respect of the registration of two minors, which had begun in ██████ and continued ██████, and which took place without the knowledge of the new

ownership regime, the breaches in question were committed under the previous ownership regime.

(ix) The key architect of the breaches, [REDACTED], is no longer employed by the Club, and others who were involved in the breaches have since left the Club or are no longer responsible for the Club's transfer business and player contract renewals.

(x) Had the Club not brought these matters to the attention of The FA it is unlikely that they would have been discovered.

(xi) The disclosures by the Club have included information concerning the involvement of other active Participants in English football in potential historical breaches of PL and FA Rules and/or Regulations which is akin to whistleblowing.

59. Both sets of factors should be considered in conjunction with The FA's 'Key Findings of the Investigation, which are set out at paragraphs 10-18 of The FA's submissions at pages 481-485 of the Core Bundle and which do not need to be set out here, but which are highly relevant to sanction, in particular as far as the practices of those at the highest levels within CFC of using Unauthorised Agents and Unregistered Intermediaries and making payments thereto, in some cases via the 3P Entities [companies understood to be owned by or closely associated with Roman Abramovich and registered in the British Virgin Islands] to disguise those payments, 'in order to secure the registration of the player in question at all costs'.

60. Whilst we do not for one moment underestimate the importance or value of CFC's self-reporting and cooperation throughout the period of the investigation [which should be taken also to include the post-charge period], and are prepared to categorise it as exceptional and unprecedented, nevertheless its value in terms of mitigation should be considered in the light of the decision of the Appeal Board in *Everton -v- The Premier League*, to which extensive reference is made at paragraphs 78-80 of The FA's

submissions [pages 503-505 of the Core Bundle]. In other words, it is the exceptional and unprecedented nature of CFC's cooperation into the investigation which amounts to mitigation, rather than the mere fact of that cooperation.

61. Having carefully considered all the circumstances of the case, we are satisfied that the aggravating features far outweigh the mitigation which is available to CFC. We sympathise with the current owners of CFC who now have to pay the penalty for the conduct of their arrogant predecessors, who clearly believed that they were above the law [at least, metaphorically, in relation to the running of a football Club] and that The FA [and Premier League and UEFA] Regulations were there to be flouted and not obeyed. Nevertheless, that conduct was so egregious, so persistent and of such a duration that an overall sanction, whilst taking account of the mitigation which has rightly been described as 'very powerful', must reflect the fact that over a period of 13 years, one of the leading Clubs under the umbrella and authority of The FA, if not in Europe, behaved in such a way that the integrity of football, and the competitions in which it was competing, was seriously compromised.

62. It seems to us that we can do little better than to approach the question of which sanction to impose by reference to the general principles adopted by The Rt. Hon. Sir Gary Hickinbottom in the Everton case [qv] who followed those adumbrated by the EFL Disciplinary Commission in EFL -v- Derby County 18/06/20 (via Zoom) in stating that any sanction for breach of the Rules [which in that case related to Profit and Sustainability] should serve four purposes, namely

[i] to punish the Club for the breaches;

[ii] to vindicate other Clubs which have not breached the Rules, and which may have sacrificed their own personal interests by not doing;

[iii] to deter future breaches of the Regulations whether by CFC or other Clubs;

[iv] to restore, where damaged and to preserve, where merely threatened, public confidence in the competitions run by The FA.

63. We accept, also, that we must have the principle of proportionality at the forefront of our minds, and that a proportionate sanction is one which is ‘necessary and sufficient to achieve’ the objects of the exercise set out above, ‘but does not exceed what is reasonably required to achieve them’.

64. With that in mind, and having accepted The FA’s argument and CFC’s concession that a sporting sanction is required in addition to a fine, we have asked ourselves whether the test of proportionality would be met by the imposition of a registration ban or whether that test requires the imposition of a more severe sporting sanction – namely a points deduction. For the sake of completeness, we indicate at this stage that we are not considering what might be considered the most draconian of sporting sanctions, namely expulsion from a competition.

65. In reaching our decision, we have taken into account not only all the matters set out above, but also [i] the fact that The FA has not invited us to impose a points deduction; [ii] the fact that The PL in its Sanction Agreement with CFC did not impose a points deduction for the reasons set out in para 17 b] of the Agreement, which to some extent, but not totally, are replicated in this case, and chose instead to impose a registration ban [which was suspended for reasons set out in paragraphs 23 and 24 of the Agreement]; [iii] the fact that a points deduction, if imposed, would impact upon a competition under the direct control of The Premier League, which chose not to impose one.

66. As far as these points are concerned, we note as follows:

[i] the ultimate decision is for us, applying the principles of totality and proportionality as set out above;

[ii] there are differences between the case which The PL was considering and The FA's case, notably the following:

(a) The PL was concerned with breaches notably of its Section B (The League – Governance) “utmost good faith” Rule, Section E (The League – Finance) “Profitability & Sustainability” Rules (PSR), Section U (Players – Registrations) “the making and receiving of payments and the requirement to lodge various transfer/registration related documentation”, and Section V (Players – Transfer of Registrations) “payment of the League levy”. Whereas;

(b) The FA was concerned with breaches of its Regulations relating to Agents, Intermediaries and Third Party Investments.

[iii] whilst the PL [inter alia] had identified that a number of payments, totalling some £47.5m, had been made by the 3P Entities to Unauthorised Agents (or entities associated with them), to individuals (or entities associated with them) by way of remuneration, and to entities in connection with the transfer and registration of players, and in that respect the conduct of CFC was under similar scrutiny to that being investigated by The FA, the resulting breaches arising from such conduct were very different.

[iv] indeed when considering the breaches, the PL determined that had the payments that were made by the 3P Entities been made by the Club itself, in no year would the restatement result in the Club's PSR Calculation breaching the upper loss threshold in the Rules. This in itself appeared to us to be a major point of mitigation for the PL when making its considerations relevant to sanction.

[v] in any event, the PL Sanction Agreement made no reference to the sporting advantage intended and gained by CFC; this was no omission on the part of The PL. The PL Rules of which CFC were in breach were not concerned with, and did not require an investigation into, motive. The Sanction Agreement [inter alia] specifically stated that the Board had regard to the aims of the particular Rules that had been breached, which included *“protecting the integrity of the League and ensuring that Clubs deal with the League with honesty and the highest possible standards of professional behaviour and sporting integrity”*.

[vi] there is nothing in the respective Rules of The FA or The PL which impacts upon the circumstances in which a points deduction can be imposed. The extract from the redacted Minutes of a meeting of the Football Regulatory Authority of The FA dated 7th March 2011, to which our attention was directed, makes it clear that the position of The PL is protected by the fact that it has the opportunity to make representations to an Independent Regulatory Commission where the latter has imposed a points deduction, and which the latter is bound to consider, but the Commission retains the final word as to whether such a sanction should be imposed. For the sake of completeness we set out here the relevant wording of the redacted Minutes :-

‘In the event that a charge is found proven which may result in the imposition of a points deduction (or expulsion from a Competition) the Regulatory Commission shall notify the Competition concerned and it shall be open to the relevant League or Competition to make representations (orally or in writing) before the Regulatory Commission in respect of sanction. It is a matter for the Commission alone to consider what weight is to be given to any such representations in the particular circumstances of any case.’

[vii] indeed the PL Sanction Agreement makes it clear that a points deduction was identified as being a potentially appropriate sporting sanction but the fact the PSR would not have been breached, despite the exercise of restatement of the “illegal” payments, was a major point of mitigation.

[viii] The PL has imposed its own sporting sanction of a registration ban, albeit that it was suspended, and is not entirely on all fours with the registration ban suggested by The FA and acquiesced in by CFC, not least because The PL was dealing with CFC for breaches of Rules which outlawed different conduct, and for which a registration ban in the terms proposed by The FA would not have been strictly appropriate.

67. After careful consideration of all the material placed before us, as well as the submissions both in writing and orally presented to us, we do not consider that the imposition of a registration ban is a sufficient sanction in all the circumstances of this case. Instead, the Commission has come to the conclusion, having regard to the principles of proportionality and totality, that the interests of justice and fairness in this case, both to the parties and to the world of football generally, require the imposition of a points deduction. In short, this is one of those ‘relatively rare’ cases where despite the way in which CFC has dealt with this matter throughout, since May 2022, the imposition of anything less than such a sanction would amount to an abrogation of the Commission’s duty to ensure that a just and fair punishment is imposed which reflects all the circumstances of the case, both aggravating and mitigating, and takes account of the aims of punishment, retribution and rehabilitation, as well as the principles identified by The Rt. Hon. Sir Gary Hickinbottom at paragraph 62 above.

68. Having determined the nature of the sanction to be imposed, our next task is to determine the number of points which should be

deducted, before any consideration of suspension of the sanction can arise. We have already concluded that the Luton Town case was one which we should not follow for the reasons advanced by the parties as to the type of sanction imposed. We adopt a similar approach as to the decision in so far as the number of points is concerned. The other cases in which points deductions have been ordered have concerned breaches of the Profitability and Sustainability Rules dealt with by The Premier League's disciplinary regime. In the [first] Everton and Nottingham Forest cases, deductions of 6 and 4 points respectively were imposed by an Appeal Board and a Commission respectively, following full credit for admission of guilt. In the second Everton case, a further 2 point deduction was ordered, following an admission of guilt, notwithstanding the overlap. There are no FA or other guidelines as to how the quantification of a points deduction should be approached.

69. The FA has no Regulations for breach of which there is a mandatory points deduction. Both the FL and the EFL have Rules which govern the sanction to be imposed upon the insolvency of a Club and/or it going into administration. The PL has a discretionary 9 point deduction, with a limited right of appeal [Rules E37 – E39]; the EFL, by virtue of Section 3 Rule 12.2 has a mandatory 12 point deduction. If a Group Undertaking of a Club [defined in section 1161(5) of the Companies 2006 Act] is in a similar position, there is a discretionary 12 point deduction in accordance with the provisions of Rule 12.3.
70. None of these situations is analogous to the current situation, but at their heart is the importance of good, honest and transparent governance of a football Club, all of which, in relation to the use of Unauthorised Agents and Unregistered Intermediaries and the consequences thereof, was largely conspicuous by its absence by those responsible for running CFC

during the 13 year period prior to the commencement of self-reporting.

71. What is clear to us is that the facts of this case disclose conduct infinitely more culpable and prolonged than any of the cases which have led to points deductions in the past, and that therefore a starting point in excess of that which follows or may follow from insolvency/administration should be considered.
72. We think therefore that a starting point of 15 points is appropriate. In normal circumstances, applying the approach to the calculation of a fine which we set out at paragraph 39 above, the next step would be to consider whether any adjustment is appropriate for aggravating factors. In this case, however, it is the presence of so many aggravating factors which has led us to the conclusion that a points deduction must be imposed. Were we therefore to add a number of points to reflect those aggravating factors, we would be guilty of 'double counting'. Accordingly, the starting point remains at 15 points before consideration of the mitigating factors. We are prepared in this regard to adopt the approach advocated by The FA in relation to the calculation of the fine, referred to in paragraph 38 above, and set out at paragraph 110 of The FA's submission on sanction [at page 513 of the Core Bundle]. The starting point will accordingly be reduced by 1/3 to 10 points to reflect the general mitigation under the heads of self-reporting and cooperation and, we would add, [i] the fact and consequences of the change of ownership of CFC, and [ii], albeit to a very limited extent, the fact that we should have regard to the way in which football operated at the time when CFC's offending was at its most prolific, and finally, by a further 1/3 to reflect the Club's early admissions. As points are not divisible, we will round the mathematical calculation down to 6 points, which will also reflect a minor adjustment for the principles of totality.

73. We turn finally to the question of suspension. Regulation 44 of The FA's Disciplinary Regulations sets out the Commission's approach to the suspension of a sanction, or 'penalty' as it is described in the Regulations. It states as follows:

'When considering imposing a suspended penalty, a Regulatory Commission must:

- a] Determine the appropriate penalty for the breach, irrespective of any consideration of it being suspended; and
- b] Consider whether there is a clear and compelling reason[s] for suspending that penalty; if so
 - [i] Set out what the clear and compelling reason[s] are; and
 - [ii] Decide the period of suspension, or event, until the penalty will be suspended; and
 - [iii] Upon what other terms, or conditions, the penalty will be suspended.

74. As can be seen from paragraphs 65-71 above, the members of the Commission have adopted that approach, as far as calculating the number of points to be deducted is concerned; we now apply our minds to the question of suspension.

75. We note that we are not being asked to use the same mitigation twice, namely when determining the sanction to impose, and then again when determining whether or not it should be suspended. That was a concern which was raised during the hearing. For the avoidance of doubt, the members of the Commission never entertained any doubt that the same mitigation could be used in relation to determining the level of more than one sanction – just as the same aggravating factors could be so used. The Commission's concern was and remains that which arose for consideration by the Appeal Panels in the cases of Lake and Foyo referred to in paragraphs 15[ii] of the parties' joint submission on mitigation, namely whether, after mitigating factors have been used to alight upon a starting point

for a particular sanction, the same mitigating factors can be relied upon again in determining whether or not that sanction should be suspended. However, it is not necessary for this Commission to revisit in this case the correctness or otherwise of the approach adopted in those cases, because it seems to us that there is at least one ‘clear and compelling’ reason above all others, and which was only raised in the context of suspension [albeit of a sanction which we have declined to impose for reasons already stated] which should lead to the Commission suspending this sanction. It is that a suspension of the points deduction would, as submitted by both Counsel, serve the further purpose of incentivising and encouraging other Participants who may have breached The FA’s Regulations to engage openly and transparently with The FA, as CFC have done in this case.

76. Finally under the question of suspension, the Commission has to determine the length of time for which the sanction of a 6 points deduction should be suspended. This is not a matter on which we have canvassed the parties’ submissions, but we doubt that they could have assisted us in regard to a matter which essentially depends on our ‘feel’ for the case as a whole. In our judgment, the sanction of a 6 points’ deduction should be suspended until the end of the football season 2026-27. We define the ‘end of the season’ as being midnight on the date that the final domestic fixture in which the Club is participating is completed.

77. We further direct, as was envisaged by the parties in the event that we had imposed a suspended registration ban, that if at any time, including after the period of suspension has come to an end, it comes to the attention of The FA that there has been a potential breach or breaches of the same or a similar nature as those which form the subject matter of these charges during the operational period of this order, then The FA, in its absolute discretion, may apply to a Commission to activate the points’ deduction in whole or in part, in addition to bringing any charges

in respect of the events which gave rise to the alleged breach or breaches. We note that, for the avoidance of doubt, it will be for the Commission to determine whether it has been proven that there was a breach or breaches and if so, whether to activate the suspended points deduction and if so, to what extent, in addition to any further sanction which the Commission may impose in respect of the events which gave rise to the alleged breach. If it is reasonably practicable to do so, the Commission will reserve any breaches of the suspended points' deduction to itself.

Conclusion

78. We conclude our written decision and the reasons therefor by reiterating our thanks to the parties for the way in which this complex case was prepared and presented, and to the Judicial Secretariat for the professional way in which the administration of the proceedings was undertaken.

79. In summary, our decision is as follows:

[i] that CFC be fined the sum of £10m, to be paid by 30th April 2026.

[ii] that CFC be subject to a sporting sanction of a deduction of 6 points.

[iii] that the sanction of a deduction of 6 points should be suspended until the end of the football season 2026-7, as defined in paragraph 76 above, subject to the right of the Premier League to make written representations to this Regulatory Commission, pursuant to paragraph 66[vi] above, by 26th January 2026.

[iv] that CFC pay, in full, the costs of the Commission.

80. This decision is subject to the relevant Appeal Regulations. For the avoidance of doubt, this written decision shall not be taken as 'final' for the purposes of the Appeal Regulations until the conclusion of the process for making written representations [under paragraph 79[iii] above], and for responding thereto,

should the Commission determine that the parties be given the opportunity of making any further representations.

HH CLEMENT GOLDSTONE KC
ALISON O'DOWD
KEN BROWN

12th January 2026