

THE FOOTBALL ASSOCIATION

APPEAL BOARD

PERSONAL HEARING

of

ENFIELD TOWN LADIES FC (Appellant)

&

EASTERN REGIONAL WOMEN'S FOOTBALL LEAGUE (Respondent)

WRITTEN REASONS OF THE APPEAL BOARD

These are the written reasons of the decision of an appeal board (the “Appeal Board”), having considered the matter as a personal hearing held online via the video platform MS Teams on 22nd April 2025.

Introduction

1. The Football Association (“The FA”) had received an appeal by Enfield Town Ladies FC (“Enfield Town”) against a decision of the Eastern Regional Women’s Football League (“the League”).
2. The appeal was against a decision (“the Decision”) of the League to allow Stevenage Women to play their home fixtures at Stevenage Hub, including in particular the League Cup semifinal fixture against Enfield (“the match”). The match was originally scheduled to have been played on 2nd March 2025. It was postponed and rearranged at the same venue on 9th March 2025.
3. Between the original fixture date and the actual date the match was played Enfield had protested to the league that the Stevenage Hub was an unsuitable ground for the match.

4. The Appellant was appealing against the Decision.

The Appeal Hearing

5. The Appeal Board convened on 22nd April 2025 to consider the appeal. The Appeal Board comprised:

Paul Tompkins (Chair)

Keith Allen (Panel Member)

Emma Vase (Panel Member)

The Appeal Board was assisted by Jack Mason of FA National Secretaries Panel acting as secretary to the Appeal Board.

6. The Appellant having opted for a personal hearing was represented by Mr Richard Blundell, Club Treasurer of the Appellant club.

7. The Respondent was represented by Mrs Jill Upton – Chair of the League.

The Appeal Documentation:

8. The Appeal Board had before it the full appeal bundle comprising:

- The Appellant's Notice of Appeal
- The Respondent's Response to Notice of Appeal
- League Rules and Grading Rules
- Supplementary Submission from the Respondent

9. All members of the Appeal Board were fully conversant with the appeal bundle. Absence of specific reference to any part of the appeal bundle in these written reasons does not mean they were not considered; they were considered in full. These written reasons quote from the papers of first instance only if and when necessary. Absence of wholesale reference to the papers of first instance should not be taken as an inference that they were not considered by the Appeal Board.

Submissions by the Appellant:

10. The Appeal Board carefully considered the appeal notice and its covering correspondence as set out in the bundle and invited Mr Blundell to address them.

11. The Appellant was appealing against the Decision on the following grounds:

- the Respondent misinterpreted or failed to comply with the Rules and/or regulations of The Association relevant to its decision and
- that the Respondent came to a decision to which no reasonable such party could have come

12. In their written submissions that the League had misinterpreted or failed to comply with the Rules and/or regulations of the Association relevant to its decision Enfield Town submitted, *“The FA’s Ground Criteria is contained within Appendix 2 of the ERWFL rules. The ERWFL Management Committee has not applied these rules when (apparently) making their decision on approving a new home ground for Stevenage Women on 21st November 2024. No other Premier Division teams were made aware of this decision so it could not be appealed and no other fixtures were played there until we arrived on 2nd March 2025 and no fixtures have been played there since. We protested the venue by phone (with the Vice Chair of the League) on arrival at the ground on 2nd March 2025, then via written correspondence on 3rd March 2025 after the match had been postponed and then further written correspondence and the lodging of the protest fee with the League on 7th March.”*

13. In the written submissions that the League had come to a decision to which no reasonable such body could have come Enfield Town submitted, *“Despite all of the above, the League ignored all of the evidence presented to them and insisted that we play the fixture at Stevenage Hub on 9th March 2025. No reasonable body could have come to this decision based upon the evidence submitted.”*

14. In their notice of appeal Enfield Town specifically highlighted, *“the fact that the League apparently – on 21st November - approved Tier 5 football being played at this venue”* and in closing helpfully confirmed, *“this appeal relates solely to the decision by the ERWFL to approve Stevenage Hub as a Tier 5 Women’s Football venue and the subsequent insistence that – despite our protest and evidence provided – we must play there”*.

15. In **oral submissions to the Appeal Board** Mr Blundell confirmed that while they had three areas of complaint which they had referred to the League the complaint which was the subject matter of the appeal was the second in their list, relating to the eligibility of the venue for the match. Mr Blundell repeated that on arrival at the Stevenage Hub on second March there was no permanent or temporary pitch perimeter barrier or respect barrier, there were no marked out technical areas by the respective dugouts and there were no goals in position.

16. In particular the absence of a pitchside barrier was Enfield Town's principal concern but all three concerns were raised with the League immediately following the postponement on 2nd March.

17. Enfield Town were also concerned that the match information they had been sent was incorrect. Notwithstanding the approval of Stevenage Hub as a venue at which Stevenage Women could play, this information had not been published in match information, which was odd because this would have been useful. Anticipating a game on a 3G pitch (as mentioned in Full Time), Enfield Town had arrived ready to do so only to discover that the pitch was grass. The following week they were aware that they would be playing on grass.

18. Enfield Town submitted that the provision of incorrect information had not been a mistake but had been intentionally misleading in an attempt to gain a playing advantage on behalf of Stevenage. Mr Blundell also pointed to other published factual inaccuracies relating to venue and playing surface for Stevenage Women which, he contended, proves that they do not keep their information up to date or accurate.

19. Mr Blundell, on behalf of Enfield Town, had protested on 2nd March and submitted that the League Vice Chairman had suggested they continue to play but under protest. Enfield Town had lodged a formal appeal on 3rd March, which they chased on 7th March. The response Enfield Town had received was "*The league expect the match to be played this weekend at Stevenage*" and "*I hope all goes ahead as planned this week*". The League clearly expected the match to proceed notwithstanding the protest of Enfield Town.

20. So far as could be ascertained, Enfield Town believe their League Cup semi final was the first match Stevenage Women had played at Stevenage Hub. The League Cup final is scheduled to take place on 11th May 2025 so Enfield Town could not understand the need to rush to play the semifinal.

21. As for procedural considerations, the protest had been lodged on 3rd March and in accordance with league rule 7C Enfield Town had also paid the requisite fee on 3rd March. They had expected the procedure laid down League rule 7D to be followed and said that instead, on 8th March, had been told the league could see "*no reason to move the rescheduled game*".

22. League Rule 7F provides a right for appeal which is the rule under which they are now appealing.

23. Mr Blundell explicitly stated that the outcome being sought by Enfield Town was a replay of the match at Enfield Town's home ground or a neutral venue.

24. Following the match, the league charged Stevenage Women for a failure to provide a barrier at Stevenage Hub and for not meeting the minimum ground criteria at the match. As a result, Stevenage Women were fined.

25. When asked why Enfield Town had played the match if they had believed there had been a serious breach of the League rules, Mr Blundell stated that they would have been in a worse position and they withdrawn from the fixture. Enfield Town had lost the match but even had they won, they would still have proceeded with their protest and appeal as this appeal is as much about clubs having their right to appeal as anything else.

26. Following the match Enfield Town had reported that they believed the playing surface had been "*satisfactory*". Mr Blundell confirmed that this related only to the playing surface and was not a comment on the suitability of the ground as it had not matched Tier 5 criteria.

27. Enfield Town's belief that the match should have been replayed at their ground or a neutral venue was in accordance with League Cup rule 2D appearing in Appendix 1 to the League rules. It was pointed out that such action should be taken if the League Management Committee "*is satisfied that such action is warranted in the circumstances*". Mr Blundell affirmed that he believed such action was warranted even though the League had not agreed.

28. Having lodged their appeal and paid the requisite fee Enfield Town does not believe the correct procedure was followed. Mr Blundell received a response from the League chair and Enfield Town were offered their appeal fee back as a gesture of goodwill but they refused to accept it because they wanted rule 7D implemented.

Submissions by the Respondent

29. In their written response, the League identified the need for women's teams often to have to arrange alternative venues for games because of factors outside their control. This included Stevenage Women who initially had arranged to play their home matches at Hertfordshire FA's facility. They stated, "*In October Stevenage notified the league that Hertfordshire FA has booked some courses on Sunday afternoons, and they would not have their home pitch for several Sundays. We discussed this and agreed that The Stevenage Hub is a reasonable ground to play on, although not ideal for their 1st team, but we agreed to allow, under the circumstances. They had explored other grounds, but most were already shared with other teams.*"

Stevenage agreed to try to find more suitable pitches if possible and they have played at a few other locations when they were unable to use Hertfordshire FA pitch. They thought the courses wouldn't start until later in the season, and they wouldn't be every week, so we didn't change the home pitch location in the handbook. The location is notified on a match by match basis, as part of the match confirmation. Several matches have been played at this location, and we have not received any other complaints."

30. The League explained that FA Women's Pyramid Ground Grading explains the minimum standards permitted for Tier 5, the level at which Stevenage Women play. The Tier 5 ground grading criteria are circulated by the League to their clubs.

31. The league Also stated, "*Stevenage Hub football pitch is within the Tier 5 ground grading minimum standard for the competition."*

32. The League explained that on 2nd March the Enfield Town Secretary had called both the League chair and the fixtures secretary (also vice chair). The league stated that the Enfield Town Secretary, "*was very unhappy, about the pitch and being asked to move to another venue to play the game after it had been called off due to frozen pitch*". "*The referee had made the decision to call off the match at 14.20 the 2nd March."*

33. On contacting the match referee for comment, "*The referee confirmed that she had agreed with both teams that they should delay the kick off to see if they could get the pitch to thaw. The Enfield Management actually suggested this to her, and all conversations to agree this were carried out with all three officials and the managers from both teams present. I can understand that they would be quite upset that the pitch wasn't 3G and that the players possibly had the wrong boots. They didn't mention anything to the referee about the ground not being up to spec for tier 5, and seemed quite happy to play if it wasn't frozen."*

34. On the question of the Playing surface and the confusion between match information and the actual pitch, the league stated, "*It was unfortunate that the match confirmation was incorrect and said the pitch was 3G and, had the fixture gone ahead on the 2nd March, we would have had different decisions to consider. As it was the referee decided to postpone the fixture due to the frozen pitch, and Stevenage were charged with the incorrect description on the match confirmation. However, the match confirmation mentions both the 3G pitch and a grass pitch, and it would have been reasonable for Enfield to have queried this, but they did not."*

35. In relation to the protest by Enfield Town, *“as the referee had made the decision to postpone the game, (this) could only be dealt with by our discipline processes, if warranted. Richard Blundell responded on behalf of Claire Ford who was away for a few days, raising a protest in response to the postponed fixture on the 2nd March. They lodged a £25 deposit. Richard also confirmed they would play the match on the 9th March, under protest.”*

36. Response to the protest, the League had replied, *“it is disappointing that Stevenage in their match confirmation indicated the game would be played on 3G surface rather than grass. This is a matter that we will progress with Stevenage under rule 20A and 20C”*

37. Their comment in respect of the non-compliance of the Stevenage Hub with Tier 5 criteria was, *“Stevenage were given permission in writing by the Management Committee (Meeting held on the 21/11/2025) to use this facility for both the first and development teams on occasions when the facility at Hertfordshire FA was unavailable due to County FA use; a situation that Hertfordshire FA imposed upon Stevenage unexpectedly, after the season had commenced.”*

And later in the letter of 8th /march commented, *“the Management Committee find no reason to move the rescheduled game to a different venue. As a token of goodwill we will return the protest fee.”*

38. With regards to the rearranged fixture on 9th March, the League stated, *“Enfield recorded the pitch as satisfactory on their Full Time match report. I asked the referee to confirm if the pitch was roped off for the match, and it was not. The league charged Stevenage with not having roped off the pitch to comply with the minimum pitch grading standards.”*

39. With regard to satisfying ground grading criteria, the League exhibited an exchange of emails from October 2024 between Stevenage FC Women and the League. This had involved some discussion of criteria and of particular note was Stevenage Women’s representation , *“pitch perimeter 50% permanent 50% rope”*.

40. In **oral submissions to the Appeal Board**, Mrs Upton emphasised that on 25th October 2024 Stevenage FC Women had notified the League that they would be unable to use Hertfordshire FA’s facility as much as they had anticipated because of courses that would be run and therefore they had to use another pitch. This was when there was correspondence about the pitch perimeter. The representation that the perimeter would be 50% permanent and 50% rope was accepted. It was also mentioned that the technical area was not marked out and Mrs Upton had suggested using cones. There was also discussion on clubhouse facilities but the

League was satisfied that, on representations made to them and the topics which needed to be discussed, the Stevenage Hub met Tier 5 criteria.

41. Mrs Upton mentioned that the League has enhanced criteria, beyond what is required by the FA criteria, but a roped off pitch is required.

42. She stated she has not visited the Stevenage Hub herself but consulted with people in the area and people who had played there who confirmed to her that it was good.

43. Mrs Upton stated that other teams have played there, it is not a park pitch, has a decent standard of grass and does meet the women's ground grading criteria. Although criteria require a certain security of tenure, that is an element which is rarely guaranteed at this level but otherwise the League believes that the Stevenage Hub pitch was a fit venue for the match.

44. The Match Confirmation had not been accurate in its statement of the playing surface and the information was not helpful but, firstly, why had Enfield Town not questioned the conflicting information before their arrival on 2nd March and in any event Enfield Town had been aware of the precise nature of the playing surface when they played the match on 9th March.

45. So far as the pitch perimeter barrier was concerned Stevenage had said that a barrier would be in place, the league had obviously received reports that it was not and had therefore investigated following. Following that investigation Stevenage women had been fined.

46. The league had not changed The pitch information on full time because Hertfordshire FA facility remained Stevenage Women's venue of choice and full time would be updated if and when this changed

47. Addressing the merits of the appeal, Mrs Upton submitted, on behalf of the League, that Enfield Town had no standing under which they could appeal stadium accreditation of another club. General FA Rule H3.1 states that an appeal can only be made by a person who is the subject of the original decision appealed against. Stevenage FC Women were the subject of the Decision to permit them to play at the Stevenage Hub and, according to FA Rules, only they could appeal that Decision.

48. Mrs Upton contended that the League had not received a formal protest, simply an email, although she herself had been away on holiday at the time. The Leagues response was in effort to be fair to everybody as they believe Stevenage Hub to be Tier 5 compliant.

49. As for the evidence which had been produced by Enfield Town indicating a formal Protest had been made, Mrs Upton had been unclear herself on what exactly had happened but said she thought the club's money had been sent back.

50. Mrs Upton was asked what happens if a club changes its venue in the course of a season. She explained that the League has a Robin Road app and also a Word directory both of which would be changed if there were an official change to venue.

51. When asked again about the how the Stevenage Hub had come to be approved, she stated that on 25th October 2024 the League had been asked to approve the ground and this was taken to the League management committee in the course of November 2024 where it was approved. Stevenage Had listed the criteria Applicable to the ground, which had been copied from the league rules. The league would not ordinarily go to look at a ground In such circumstances because they are run by volunteers and cover a wide geographical area. Mrs Upton had asked two other officers who had played at the Stevenage Hub who confirmed it met the criteria. Other members of the committee described it as a good ground And the decision was taken in this way.

52, On the question of the protest by Enfield Town, Mrs Upton stated that she had spoken to a few people and concluded the ground was satisfactory and therefore there was nothing about which to protest.

53. The League had ordered the match to be played on 9th March and the fixtures secretary rolled it on to the following Saturday. Had either club not played the match on 9th March then that club would have been charged

54. The League cup rules state that normal ground grading rules apply.

55. Stevenage Women had been charged for the provision of incorrect match information at the original fixture on 2nd March and subsequently for the lack of a respect barrier on 9th March. They had been fined as a result.

56. In closing she stated that the League tries to run a fair competition for all people and they are quite lenient and try to make things run in a fair manner.

Summing Up

57. In closing Mr Blundell stated that the outcome of the match and seeking a replay was not their most important point. The main issue with them was the application, or lack of it, of League rule 7D.

58. It was not true that 50% of the barrier at the Stevenage Hub was permanent. Photographic evidence had shown that the permanent barrier ran maybe half the length of one of the touch lines.

59. Ground grading by word of mouth, as had been described by the League, is not good enough. Neither is gauging a ground by cost as appeared to have been the case when Stevenage Women had been seeking an alternative venue especially when, in this instance, it had led to a compromise on the ground grading criteria.

60. Enfield Town had lodged a formal protest, had sent in a list of detailed protests and paid the necessary fee and they have been denied their right to protest.

Deliberation

61. The Appeal Board then retired to deliberate. Before doing so, it thanked the parties for their attendance and their presentations and invited them to disconnect. The Appeal Board's decision would be communicated to them by email.

62. The Appeal Board reminded itself that Enfield Town was appealing on two grounds namely that the League had misinterpreted or failed to comply with the rules and/or regulations of the Association relevant to its decision and also on the ground that the League came to a decision to which no reasonable such body could have come.

Legal test for all grounds of appeal

63. Dealing with the second ground first, the Appeal Board bore in mind the Appeal Regulations of the Football Association. As laid down in Regulation 12 of the Non- Fast Track Appeal Regulations¹, the task of the Appeal Board is to conduct a review of the first instance Decision, and not a new hearing. In other words, the Appeal Board is not considering the matter afresh but, instead, reviewing the first instance Decision.

64. Guidance on how this review should be carried out is to be found in:

(a) The FA v Bradley Wood, 20 June 2018, which states, at paragraph 23:

“When considering evidential assessments, factual findings and the exercise of a judicial discretion in the context of an appeal by way of review, a Commission must be accorded a significant margin of appreciation. Accordingly, such evidential assessments and factual findings should only be disturbed if they are clearly wrong or

¹ The FA Handbook 2024/2025 at P.191

wrong principles have been applied. That threshold is high and deliberately so. When assessing whether a sanction is unreasonable the same margin of appreciation applies. It is not for the Appeal Board to substitute its own opinion or sanction unless it finds that the Commission's decision was unreasonable."

and

(b) The FA v José Mourinho, 18 November 18, which states, at paragraph 54:

"It is not open to us to substitute our decision for that of the Commission simply because we might ourselves have reached a different decision. If the Commission has reached a decision which it was open to the Commission to reach, the fact that we (or a different Regulatory Commission) might have reached a different decision is irrelevant. To put it another way, it is not for us to 'second guess' the Commission; ...

... We are permitted to 'intervene' only when there has been an error of principle by the Commission. To put it another way, we are not permitted to interfere with the decision of the Commission unless we are satisfied that the Commission has gone 'plainly wrong'."

65. Accordingly, the Appeal Board applied the following principles in its approach to the grounds of appeal:

- An appeal such as this proceeds by way of review of the Decision of the Respondent. It is not a rehearing of the evidence and arguments at first instance;
- It is not open to the Appeal Board to substitute its own decision for that of the Respondent simply because the Appeal Board might themselves have reached a different decision at first instance;
- The test for the Appeal Board in determining whether the Respondent acted irrationally and/or perversely and/or "Wednesbury" unreasonably, or came to a decision to which no reasonable such body could have come, is essentially the Wednesbury unreasonableness test applied in administrative law to cases of judicial review;
- Any Appellant who pursues an appeal on the ground that a body has come to a decision to which no reasonable such body could have come has a high hurdle to clear or a high threshold to overcome.

66. In accordance with the principles set out immediately above, the Appeal Board considered the parties' submissions.

67. In its notice of appeal, the Appellant had submitted "*the League ignored all of the evidence presented to them and insisted that we play the fixture at Stevenage Hub on 9th March 2025. No reasonable body could have come to this decision based upon the evidence submitted*". The question before the Appeal Board was whether determining the match should be played at the Stevenage Hub was within the decisions it was reasonably possible for the League to have reached.

68. The appeal was therefore predicated entirely upon the contention that the League was wrong to have sanctioned Stevenage Hub as an alternative venue for Stevenage FC Women. Enfield Town had provided corroboration for their belief that the pitch did not meet Tier 5 ground grading requirements, their most prominent concern being the lack of barriers around the pitch either permanent or temporary and certainly not comprising 50% permanent barrier, as had been represented at the time the Stevenage Hub was approved.

69. In October 2024, in the process of considering Stevenage Hub as a suitable venue, the League had correctly drawn Stevenage FC Women's attention to the requirements for Tier 5 ground grading. It was a question of fact that on 21st November 2024 Stevenage Hub had been approved as an alternative home venue for Stevenage FC Women. The League had no reason to believe that these criteria had not been met until it was reported both by the Appellant and on consultation with the match official. Having ascertained that no barrier existed, the League had fined Stevenage FC Women accordingly

70. There was no evidence that the absence of a perimeter barrier had caused any interference with the match. Stevenage Women had been made aware of the criteria required and their failure had been addressed subsequently.

71. It was the contention of Enfield Town that, having highlighted deficiencies in the facilities at the Stevenage Hub prior to the match being played, this rendered Stevenage Hub an inappropriate venue and the match should not have been played there. That was one possible outcome of Enfield Town's complaints but another possible outcome was that the League took note of the complaints, directed that the match should proceed as scheduled and dealt with any deficiencies after the match. This is what had happened.

72. Applying the principles set out in paragraphs 64 and 65 above, the Appeal Board could not find that the Decision to allow the match to proceed at Stevenage Hub was so unreasonable

that no such body could have reached it. This was a decision open to the League to have made and the Appeal Board did not consider it was beyond the realms of reasonableness.

73. The appeal on this particular ground therefore fails.

74. The Appeal Board then considered the second ground of appeal, namely that the League had misinterpreted or failed to comply with the Rules and/or regulations of The Association relevant to its decision.

75. The Appeal Board noted the submission in the notice of appeal that “*No other Premier Division teams were made aware of this decision so it could not be appealed*”. This was highly pertinent. Neither the Appellant nor any other Premier Division team had any standing allowing it to challenge that Decision. FA Rule H3² states as follows:

“H3 An Appeal may be made only by:

H3.1 the person or body who is the subject of the original decision appealed against;”

76. The body who was the subject of the decision of 21st November 2024 was Stevenage FC Women. Enfield Town was not the subject of this decision, although it could be argued that they were affected by it. FA Rule H3 is deliberately couched in these terms. Decisions made by any governing body or tribunal cannot be the subject of universal scrutiny and potential appeal by all parties, only the person or body who is the subject of the original decision.

77. Therefore, the Appeal Board concluded that as the Appellant had no standing to appeal on the grounds that the Respondent had misinterpreted or failed to comply with the rules and/or regulations of the Association relevant to its decision, this ground of appeal also fails.

Conclusion

78. In summary, the Appeal Board unanimously dismissed the appeal on both grounds.

79. The Appeal Board therefore ordered:

- The appeal was dismissed on both grounds raised
- There was no order as to costs and
- The appeal fee is to be forfeited

80. This decision of the Appeal Board is final and binding and there shall be no right of further

challenge.

Paul Tompkins

Emma Vase

Keith Allen

30th April 2025