

IN THE MATTER OF AN APPEAL BOARD HEARING

BETWEEN

LANGLEY FC

and

COMBINED COUNTIES FOOTBALL LEAGUE

WRITTEN REASONS AND DECISION OF THE APPEAL BOARD HEARING HELD ON
28 JANUARY 2025

- 1) These are the written reasons for a decision made by an Appeal Board (the “Board”) which sat via videoconference on 28 January 2025.
- 2) The Appeal Board was appointed to determine an appeal brought by Langley FC (the “Appellant”) against a decision imposed by the Combined Counties Football League (the “Respondent”). The members of the Appeal Board were Ms Laura McCallum (acting as Chair and Independent Legal Panel Member), Mr Peter Clayton (FA Council Member) and Mr Dennis Strudwick (Independent Football Panel Member).
- 3) Mr Jack Mason of the West Riding FA acted as Secretary to the Appeal Board.
- 4) The following is a summary of the principal issues and matters considered by the Appeal Board. It does not purport to contain reference to all the issues or matters considered, and the absence in these reasons of reference to any particular point or submission made by any party should not be read as implying that it was not taken into consideration. For the avoidance of doubt, all the evidence and materials provided to the Appeal Board by both parties was taken into consideration during our deliberations.

Background

- 5) On 04 September 2024, Windsor & Eton Football Club sent an email to the Respondent’s fixtures mailbox requesting that its match against the Appellant be re-arranged due to a player getting married on the original fixture date.
- 6) On 19 September 2024, Windsor & Eton Football Club sent another email to the Respondent’s fixtures mailbox, chasing a response to the email of 04 September 2024.
- 7) A further email was sent by Windsor & Eton Football Club to the Respondent (this time to the Secretary) on 22 September 2024, again chasing a response to the previous two emails.
- 8) The Respondent sent an email to Windsor & Eton Football Club advising that “free match-days” had to be requested prior to the start of the season, and that if the club wanted to rearrange the match to another date it required the agreement of the opposition club, and then the Respondent, via their fixture secretary. This had to be done with 7 days’ notice of the match in question.

- 9) Having received a request, from Windsor & Eton Football Club, to rearrange its fixture from the Saturday to the immediate preceding Friday night, the Appellant refused to do so due to prior commitments.
- 10) Windsor & Eton Football Club therefore wrote to the Respondent on 14 October 2024 to inform them that the Appellant could not play the match on the Friday night due to pre-existing commitments. Windsor & Eton Football Club notified the Respondent that it only had 9 players available to play the match as originally scheduled.
- 11) On 15 October 2024, the Respondent's Secretary wrote to the Respondent's Chairman recommending that the Respondent insist that the match is played as originally scheduled given "*this is senior football and matches are simply not postponed at this level for this type of reason.*" That reason being that there was a wedding that several players were attending. The alternative the Respondent's Secretary said was to postpone the match which would, in his opinion, leave the Respondent open to criticism and challenges. It was urged that a decision had to be made before 24 October 2024.
- 12) Later on 15 October 2024, and having presumably been told that the match could not be rearranged, Windsor & Eton Football Club phoned the Respondent's Chairman and asked why they could not have the match "moved." The Respondent's Chairman reportedly stated to the Club that the Respondent does not postpone matches due to weddings unless notice is given prior to publication of the fixtures. It is advised that Windsor & Eton Football Club requested sight of this rule and quoted Rule 8.8 of the Respondent's Rules (the "Rules"). It threatened to appeal to the FA if the Respondent did not move the fixture in line with Rule 8.8.
- 13) On 29 October 2024, the Respondent wrote to Windsor & Eton Football Club to confirm that the match was to be postponed due to an administration delay in making the decision which meant that any decision would now be made too close to the matchday itself (*nb. the Respondent had advised that 7 clear days were required*). The Appellant was also notified on this date.
- 14) The Appellant lodged a 'Protest' to the postponement and asked for transparency around why the decision was made, citing the Respondent's previous policy of not postponing matches for personal events, such as weddings.
- 15) On 18 November 2024, the Respondent dismissed the Appellant's Protest. The Respondent confirmed that it had not postponed the match because of the wedding but because the Respondent had failed to follow its own rules and make a decision in line with the requisite timeframe. The Respondent advised that it should have applied Rule 8.8 and automatically moved the fixture from the Saturday to Friday, upon the request of Windsor & Eton Football Club, on the basis that Windsor & Eton made the request with more than 4 weeks' notice. However, by the time the Respondent came to a decision, there was less than 7 days before the originally scheduled match and as such it's hands were tied.

Rule 8.8 states:

“Four weeks’ notice is required from Clubs wishing to re-arrange a Saturday match to Friday evening or Sunday. A request made in less than this period of time will only be considered by the Board in exceptional circumstances and granted at their sole discretion.”

The Appeal

16) The Appellant appealed on two grounds:

- a) Failed to give the Participant a fair hearing; and
- b) Came to a decision which no reasonable body could have come to.

17) The Appellant cited the Respondent’s lack of transparency around its decision making. It insisted that it ought to be able to see the private email correspondence between the Respondent and Windsor & Eton Football Club, and this had not been forthcoming. The Appellant did recognise, however, that all email correspondence had been disclosed during the appeal process, but not at first instance when its Protest was being considered.

18) The Appellant contended that the Respondent had gone against its usual and normal practice on postponements. The Appellant stressed that the Respondent had made it clear to member clubs that postponements for personal events would not be tolerated. This was confirmed by the Respondent not only in circulars but also at the Respondent’s AGM. The Appellant, therefore, could not accept the Respondent’s reasoning for the postponement, particularly given the lack of transparency around the administration issues that were cited. The Appellant was adamant that the only reason it could see, or indeed evidence, for the postponement was because of Windsor & Eton’s players attending a wedding.

19) The Appellant argued that it had been unfairly prejudiced because of the Respondent’s decision on the basis that the Appellant was now inconvenienced by disruption to its schedule and had the additional burden of accommodating a rescheduled fixture.

20) The Respondent, in response, understood why the Appellant was confused by its decision and from the outside looking in that it did appear that the decision was made as a result of the wedding, but this was incorrect. There had been a failure on the part of the Respondent to deal with Windsor & Eton Football Club’s request in a timely manner. It had originally rejected their request for a postponement but then they threatened the Respondent with appeal to the FA, on the basis that they were making their request under Rule 8.8 and had done so within the timeframe required. Their request was not open to rejection according to Windsor & Eton Football Club, given the wording of Rule 8.8. This was a rearrangement to the evening before, it was not a postponement. The Respondent’s Chairman advised

that by the time this information came to light there was not enough time to make a decision either way, and it had no option but to postpone the fixture as a result. The Respondent's Chairman, however, did confirm that he agreed with Windsor & Eton Football Club's interpretation of Rule 8.8.

The Respondent cited Rule 8.4, which states as follows, and brought our attention to the final sentence:

"Scheduled Saturday fixtures in the Competition must not be re-arranged without permission of the Competition Secretary. Clubs may be ordered to re-arrange outstanding matches, at the discretion of the Board, and where necessary their prospective opponents instructed accordingly. Clubs with open dates on Saturdays may be instructed to play any outstanding Competition fixture on such date. A minimum of seven (7) days' notice will be given in respect of any such arrangement."

Decision of the Appeal Board

- 21) The Appeal Board reminded itself of the limitations on an appeal before it. It is not permitted to effectively rehear the matter and provide the Appellant with a '*second bite of the cherry*' to now make new submissions and present new evidence, that the Disciplinary Commission had not heard at first instance. The Appeal takes the form of a review of the original decision, based on the documents and information originally before the Disciplinary Commission. The Appeal Board's remit is, thus, restricted and its powers limited.
- 22) The Appeal Board carefully considered both the written and verbal submissions lodged by both parties in determining the appeal.
- 23) With regards the first ground of appeal, we considered that the Appellant had not provided enough evidence or persuasive submissions to convince the Appeal Board that it had not had a fair hearing, with regards its 'Protest', at first instance.
- 24) Turning to the second ground of appeal, the Appeal Board analysed the rules that had been cited by the Respondent in defence of the appeal. Firstly, Rule 8.8. The Appeal Board noted the deliberate use of the word "Clubs" rather than "a Club", the latter of which is used in several rules within the Rules. The Respondent argued that "Clubs" meant the member clubs of the league as a collective and where Rule 8.8 was concerned, any one Club could make such a request to rearrange their fixture. The definition of "Club" under the Interpretation section of the Rules is "*a Club for the time being in membership of the Company.*" Where Rule 8.8 was concerned, the drafters had a choice to use "Club" or "Clubs", it opted for "Clubs" (emphasis on the plural).

The Respondent averred that it had agreed with Windsor & Eton Football Club's interpretation which was that if one Club requests to rearrange its fixture to the immediately preceding Friday, or the Sunday immediately following the scheduled Saturday, and they did so giving at least four weeks' notice, then the League had to automatically grant that request.

The Appeal Board had difficulty with that interpretation given (1) the use of the word "Clubs" rather than "a Club" (the latter of which is used in several rules within the Rules and rules within the immediate vicinity of Rule 8.8 itself) but (2) the fact that such an interpretation allows no opportunity for the opposition club to make submissions as to its availability. It seems unjust and unreasonable to automatically move a fixture without any discussion with the opposition club, on the basis that one Club requests to do so.

As a result, the Appeal Board found that the Respondent's interpretation of Rule 8.8 was flawed, and any other body applying reasonable care to its analysis and interpretation would not have come to the same conclusion. It appeared, from the Respondent's submissions, that the Respondent had come under pressure from Windsor & Eton Football Club who had threatened the Respondent with an appeal to the FA and upon hearing Windsor & Eton's own interpretation, the Respondent had agreed.

The Appellant did not make the request along with Windsor & Eton Football Club. Indeed, the Respondent was aware that the Appellant was not consenting to the rearrangement and had other commitments on the night that was being mooted. The Appeal Board found that Windsor & Eton Football Club had not satisfied the requirements of Rule 8.8, in that it was alone in its request. The request was not being made by both Clubs. As a result, the Appeal Board found that the match should not have been postponed

- 25) Turning to the issue of Rule 8.4 and the requirement for the Respondent to make its decision with a minimum of 7 days' notice. The Respondent started communicating with Windsor & Eton Football Club on 23 September 2024 this still provided plenty of time ahead of the 7 days' notice rule. The Respondent was notified of Langley's objection to the rearrangement on 14 October 2024. On 15 October 2024, Windsor & Eton Football Club challenged the Respondent's intention to keep the fixture as originally scheduled and threatened to appeal to the FA, citing Rule 8.8. This was again well ahead of 7 days before the scheduled match. The Respondent in their written submissions stated that it, thereafter, failed to come to a decision with 7 days' notice before the match. However, the Respondent also stated at the Hearing that whilst that was correct, it also considered that Windsor & Eton Football Club was correct in its interpretation and the Respondent would have been subject to appeal (and would have probably lost in its opinion) had it not postponed the match. As a result, it felt it had no option but to postpone the match.
- 26) The Appeal Board considered the Respondent's first position (that was to insist the match continued as scheduled) was correct and should have stood, regardless of Windsor & Eton Football Club's challenge on 15 October 2024. Rule 8.4 and the applicable 7 days' notice relates to the rearrangement of outstanding fixtures only. Given there was no consensus

between the Appellant and Windsor & Eton Football Club, there was no request from the “Clubs” for a rearrangement under Rule 8.8. Only one Club had made a request. Therefore, in the Appeal Board’s opinion, the match should have stayed as scheduled and that could have been confirmed with 7 days’ notice, given in such circumstances there was no rearrangement of a fixture. Again, we consider that the Respondent’s interpretation of Rule 8.4 was incorrect and that no body acting with reasonable care would have come to that interpretation.

27) To conclude, having considered the grounds of appeal, the Appeal Board unanimously finds the appeal upheld for the reasons we have articulated. Unfortunately, given the passage of time, the Appeal Board did not consider that it had the power to grant any of the remedies that the Appellant was seeking, including the award of 3 points for the match in question. The Appeal Board also considered it would be inappropriate to award the match to the Appellant, given the circumstances in which the match was postponed, and the match should be played at a date and time convenient to both Clubs.

28) The Appeal Board considered that it would not be appropriate to award costs in this matter but the appeal fee shall be refunded.

29) The Appeal Board’s decision is final and binding on all parties.

Appeal Board

Ms Laura McCallum (Chair)

Mr Peter Clayton

Mr Dennis Strudwick