

IN THE MATTER OF A REGULATORY COMMISSION

BETWEEN

THE FOOTBALL ASSOCIATION

and

ACCRINGTON STANLEY FC

WRITTEN REASONS OF THE REGULATORY COMMISSION

Regulatory Commission: Sally Davenport (Chair) – Independent Legal Panel Member

Ken Brown – Independent Football Panel Member

Matt Wild – Independent Football Panel Member

Secretary: Michael O'Connor, Judicial Services Assistant Manager,
The FA

Date: 1 May 2025

Venue: Held remotely via Microsoft Teams

Attending: Mark Turner, Club Secretary, Accrington Stanley -
representing the club

David Burgess, Managing Director, Accrington Stanley -
Observer

Madeleine Deasy, Regulatory Advocate, The FA -
representing The FA

Introduction

1. These are the written reasons of the Regulatory Commission (“the Commission”) that considered the misconduct charge against Accrington Stanley (“the Club”).
2. In June/July 2024 the Club signed a player, [REDACTED] (“[REDACTED]” who was represented by [REDACTED] (“[REDACTED]” under a representation agreement entered into in February 2023.

The Charge

3. By letter dated 1 November 2024 (“the Charge Letter”), The FA charged the Club with misconduct under FA Rule E1.2 in respect of a breach of the Football Agent Regulations (“the Charge”).
4. It was alleged that the club engaged a person, namely [REDACTED] who was not an FA Registered Football Agent to perform Football Agent Services contrary to Regulation 10.5 of the Football Agent Regulations (“the Regulations”).

The Response

5. On 11 November 2024 the Club submitted a Disciplinary Proceedings Reply Form, admitting the Charge and asking for a personal hearing in order to explain the background and circumstance behind the breach.

The Rules

6. Regulation 10.5 states:

“Players, Coaches and Clubs (and their Club Officials, when applicable) may not, either directly or indirectly, engage, or attempt to engage, in the following conduct:

a) Engage or appoint a person who is not an FA Registered Football Agent to perform Football Agent Services in relation to any conduct or activity that falls within the scope of these Regulations;

The FA's Evidence

7. The following documentary evidence was relied upon by The FA in support of its case and was sent to the Club along with the Charge Letter:

- Witness Statement of [REDACTED], Senior Player Status Officer, The FA
- MT/1 – Agent Form 1: Accrington Stanley FC and [REDACTED] dated 1 July 2024
- MT/2 – Email correspondence between The FA and Mark Turner dated 22 July 2024
- MT/3 – Representation Agreement between [REDACTED] Management and [REDACTED] dated 12 February 2023
- MT/4 – Formal request for Observations of Accrington Stanley FC from The FA Player Status Team dated 10 September 2024
- MT/5 – Email from Accrington Stanley to The FA Player Status Team dated 23 September 2024
- MT/5.1 – Attachment: Email correspondence between [REDACTED] Management and Accrington Stanley FC

The Hearing

8. In advance of the hearing the Commission read the documentation provided to it. The Chair began the hearing by explaining to DB and MT that because the Club had accepted the Charge, the Commission would normally treat it as proven and the purpose of the hearing would be to consider the parties' submissions on sanction and any mitigation put forward by the Club.

9. The Chair said that in this case, having considered the materials before it carefully, the Commission had doubts as to whether the Charge was made out and explained why. The Chair took the parties to the wording of Regulation 10.5 and specifically to the words “*engage or appoint someone ... to perform Football Agent Services*” (our emphasis). From the documentation provided, there did not appear to be any factual dispute. At the relevant time, [REDACTED] was not an FA Registered Football Agent.

■ was acting on behalf of ■ and there was no dual representation agreement in place. Subject to hearing submissions from the parties, it seemed to the Commission that on a normal reading of the words used in Regulation 10.5, the Club had not engaged or appointed ■ to perform Football Agent Services.

10. The Chair invited Ms Deasy to state The FA's position on this point, acknowledging that she had had no forewarning that the point would be raised. The Chair said that if Ms Deasy needed time to consider the point, the Commission would be happy to allow it.

The FA's Submissions

11. The FA had provided written submissions dated 13 March 2025 ahead of the hearing, but they did not cover the point raised by the Commission.
12. Ms Deasy said that her understanding was that The FA interpreted Regulation 10.5(a) as meaning "engagement with". However, she would like to consult with the Agents' Regulation Team before confirming The FA's position. A short adjournment followed to allow her to do so.
13. Following the adjournment, Ms Deasy confirmed that the FA's position was that there was intended to be a distinction between the words "engage" and "appoint" due to the addition of the word "or". It was accepted that ■ had appointed ■ to carry out Football Agent Services ("Services") on his behalf. However, the inclusion of the word "engaged" was intended to capture the wider relationship where a party, in this case the Club, was engaging with an individual who was performing Services. Ms Deasy referred the Commission to the various definitions in Appendix 1 of the Regulations, cited in paragraph 7 of The FA's written submissions. She pointed to the fact that Form AF1, the Football Agent Declaration Form, did not use the term "engage". The FA's position was that the Club had engaged with ■ on the negotiations around the signing of ■ and that it was therefore in breach of Regulation 10.5, even though ■ was acting on behalf of ■ rather than the Club.

The Club's position

14. The Club was asked for its position, having heard the concerns raised by the Commission and The FA's response to them.
15. MT confirmed that the Club had not entered into any arrangement with [REDACTED] and that it had dealt with [REDACTED] throughout as [REDACTED] representative. He stated that in light of what had been said, the Club would like to change its plea and deny the Charge.

The Commission's Decision

16. Having heard from both parties, and in light of the Club's change of plea, the Chair asked Ms Deasy whether The FA would wish to adjourn the case to allow further evidence to be collated and provided. Ms Deasy confirmed that there was no factual dispute in the case and that it was a purely legal point that needed to be determined. She was therefore content that the Commission should proceed to make its decision.
17. The Commission carefully considered the submissions from The FA as to the meaning of Regulation 10.5(a). It started from the position that the proper approach was to give the words their ordinary and natural meaning. It approached its task on the basis that it needed to consider what the words would mean to a reasonable person in possession of all the relevant background information about the context in which the words are used, while also taking into account the document in which they appear as a whole.
18. The Commission acknowledged that the wording of Regulation 10.5(a) could suggest that "engage" and "appoint" were not intended to be synonymous terms, but it did not accept that "engage" should therefore be read as meaning "engage with", in the broad sense of "have dealings with". Regulation 10 is headed "*Engagement of FA Registered Football Agents*" (our emphasis). Regulation 10.1(a) states that Players, Coaches and Clubs (as defined) "*may engage an FA Registered Football Agent to perform Football Agent Services*". In the Commission's view, there could be no doubt as to the ordinary and natural meaning of the word "engage" in Regulation 10. The Regulation was intended to apply to a

party that entered into an arrangement with someone pursuant to which the individual in question would perform Services for it. The Club had not entered into any such arrangement. The fact that Regulation 10.5(a) also included the word “appoint” did not change the meaning of the word “engage”.

19. Having concluded that the meaning of Regulation 10.5(a) was clear and unambiguous, it was unnecessary, and would be wrong as a matter of law, for the Commission to imply words into it and to adopt the broader construction of the provision advanced by The FA. The Commission therefore found the Charge not proven. It did not make any order as to costs.

Sally Davenport

Ken Brown

Matt Wild

6 May 2025