

**IN THE MATTER OF A REFERRAL PURSUANT TO ARTICLE 3 OF THE IRISH  
FOOTBALL ASSOCIATION ARTICLES OF ASSOCIATION**

**DONAGHADEE FOOTBALL CLUB**

**-V-**

**IFA APPEALS COMMITTEE**

**NORTHERN AMATEUR FOOTBALL LEAGUE (interested party)**

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**ARBITRATION REFERRAL**

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**Introduction**

1. This is an Arbitration referral pursuant to Article 3 of the Irish Football Association ('IFA') Articles of Association ('AOA'). Article 3 is drafted, inter-alia, as follows:

*In the event that there shall arise a dispute or difference between two or more members of the Association (which shall include for the purposes of this article the Association) including but not limited to a dispute arising out of or in connection with (including any question regarding the existence or validity of):*

- (i) These Articles
- (ii) The rules and regulations of an affiliated association
- (iii) The rules and regulations of a Competition which is organised by the Association or in which only members of the Association can participate
- (iv) The statutes and regulations of FIFA and UEFA
- (v) The Laws of the Game

*Shall be referred to and finally resolved by arbitration under these Articles without the right to any further appeal and to the exclusion of the jurisdiction of any court of law unless such is contrary to the laws of Northern Ireland.*

2. There is a dispute between Donaghadee FC ('the Applicant') and the Irish FA Appeals Committee as to the proper interpretation of the Rules and Regulations of the Northern Ireland Amateur Football League ('the NAFL'). The NAFL operates under the Jurisdiction of the IFA and is bound by the relevant AOA.
3. This referral is drafted solely to ensure compliance with Article 3 of the IFA Articles. The relevant Article 3 provision is bland, unparticularised and provides no guidance to member clubs as to the procedural requirements of same. This referral therefore seeks to provide a summary of the relevant

issues. Once in receipt of the timetabling and case-management orders of the Arbitration Panel, the Applicant will file comprehensive and substantive pleadings.

4. This time-bound matter clearly has an impact on the conclusion of season 2019/20 and collaterally therefore the commencement of season 2020/21. The Applicant requests that the IFA Board takes steps to stay the decision of the IFA Appeals Committee issued to the parties on 16 July 2020 until such times as the Arbitration Panel can hear an application for interim-injunctive relief. As an interested party to this Arbitration, the NAFL should- as a matter of good practice- recognise that they can not take any decisions relating to the impugned matters until the Arbitration process is concluded and/or any interim-injunctive relief application is refused.

### **Background**

5. The Applicant brought an appeal to the IFA Appeals Committee in relation to three decisions of the NAFL, made in the course of dealing with the suspension of football during the Covid-19 pandemic. Ultimately two of these decisions became academic, leaving only one impugned decision. The Applicant asserts that the findings of the Appeals Committee are wrong in law.
6. It is implied into the contract of membership of the NAFL that the Rules and Regulations will be complied with, and that the IFA will exercise supervisory jurisdiction, under the AOA, to ensure compliance by member organisations with their own Rules and Regulations. The exercise of this supervisory jurisdiction is found within Article 14 of the IFA AOA, which governs the Appeals Committee.
7. There is a dispute between the Applicant and the Appeals Committee as to the proper interpretation of the Rules and Regulations of the NAFL. It is therefore a dispute within the non-exhaustive list of areas within Article 3 of the IFA AOA and accordingly within the jurisdiction of an Arbitration panel. It is a question of law.
8. The Applicant further asserts procedural unfairness, unfair prejudice, and bias within the Appeals Committee process. These are questions of law and as such also fall squarely within the ambit of Article 3, which is non-exhaustive.

### **Procedural Unfairness**

9. Article 14 of the IFA AOA creates an expectation that appeals to the Appeals Committee should be heard "within fourteen days". The Appeals Committee took nine weeks to rule on this matter. This delay was inexplicable,

unreasonable, and unfairly prejudiced the Applicant due to the time-bound nature of these issues.

10. As part of the delay, the Appeals Committee erred in law in holding the appeal in abeyance whilst they permitted the NAFL to address the questions of law already before the Appeals Committee, to the IFA Board. The IFA Board contains members of the NAFL LMC. The delay to facilitate this correspondence allowed the NAFL to remove questions of law from the jurisdiction of the Appeals Committee, and instead into the more favourable format of the IFA Board with its shared membership. This process caused a considerable delay and unfairly prejudiced the applicant.
11. The IFA Code of Conduct, under 'selflessness' places the following requirement on all members of IFA Committees:

*"take decisions solely on the interests of the IFA and should not be influenced by any benefit for yourself or anyone else". (emphasis added)*

It is clear therefore that the IFA Code itself creates a perception of bias in circumstances, such as the instant case, whereby an Applicant brings an appeal to the IFA Appeals Committee in which a finding in favour of the applicant would be adverse to the IFA. The Applicant could not receive a fair hearing in this instant case and there is a clear perception of bias, based upon the IFA's own Code requiring the Committee members to take all their decisions solely in the interests of the IFA.

12. The Appeals Committee further erred in failing to provide reasonable explanations as to their findings. The ruling was bare, unparticularised and provided no proper legal or procedural basis for accepting the NAFL's interpretation of the Rules.

### **Errors of Law**

13. The errors of law, summarised concisely, are as follows:
  - (a) the Appeals Committee erred in finding is it permissible for the NAFL to use Rule 19 rather than Rule 8.1 to promote/relegate teams in the current circumstances
  - (b) the Appeals Committee erred in finding that the NAFL League Management Committee (LMC), elected to serve for season 2019/20, can exercise powers for the end of the subsequent 2020/21 season, despite having not been elected to serve for that season

- (c) the Appeals Committee erred in finding that a decision specific to one division (the decision on Rosemount Rec) amounted to a decision to end the league season and all Cup Competitions
  - (d) the Appeals Committee erred in believing that the Competitions would expire by default on 31 July 2020 in circumstances whereby football Regulation 36 (a) makes clear football can be played continuously until 31 May 2021.
14. The Appeals Committee erred in law in finding that the NAFL could use Rule 19, when Rule 8.1 expressly provides a mechanism for the promotion of teams in circumstances other than those envisaged by Rule 7 of the NAFL Rules.
  15. Rule 19 is not an “exceptional circumstances” rule to be substituted for the provisions of the Rulebook, but rather solely a Rule for matters not provided for in the Rules. The Appeals Committee erred in interpreting Rule 19 so broadly, making their decision irrational.
  16. The NAFL LMC had no power to make decisions pertaining to the conclusion of season 2020/21, given such powers are expressly within the ambit of an LMC elected annually for that season. Even if the Appeals Committee were right to conclude Rule 19 could be used in the current circumstances, its operation would still be constrained by the reality that all powers within the Rulebook are exercisable only in relation to the annual term for which the LMC has been elected. The mandate, and therefore power, of the current LMC expired on 30 June 2020 and as such there was never any power to take decisions within the ambit of the next LMC to be elected for season 2020/21.
  17. The Appeals Committee further failed to properly consider the completion of Cup Competitions. The NAFL accepted at paragraph 57 of their first submission to the Appeals Committee that they had taken no decision to conclude, or void, the Cup Competitions, but rather stated they would simply expire “unfinished”. It is clear therefore that no decision was taken on how to conclude the Cup Competitions. As such, these competitions can be concluded at any time from 17 July 2020 onwards.
  18. Football Regulation 36 (a) does not proscribe which competitions can be played within the period of time for football to be played under the jurisdiction of the IFA, rather it simply provides for the period of time within which football per se can be played.
  19. The IFA Board extended the period under Regulation 36 (a) until 31 July 2020, but given the window by default runs from 1 August, there is nothing to prevent the Cup Competitions being played at any time between 17 July 2020 and the next calendar ‘end point’ under Regulation 36 (a) which is currently

31 May 2021. The Appeals Committee erred in law in assuming that the competitions would automatically expire on 31 July 2020.

20. The Appeals Committee erred in law in concluding that a decision pursuant to Rule 19 in relation to promotion/relegation for one division amounted to ending the season. If the NAFL wished to conclude the season, then they must explicitly do so- there can not be an implied conclusion to the season. The Cup Competitions are administered by the LMC distinct from the league season; the rulebook contains a distinct section pertaining to the administration of Cup Competitions. Therefore there must be separate consideration as to how to conclude Cup Competitions.

### **Conclusion**

21. There is a dispute on questions of law between the Applicant and the Appeals Committee. This amounts to a dispute within the ambit of Article 3 of the IFA AOA and as such is within the jurisdiction of Arbitration.
22. The Applicant requests this matter be referred for Arbitration and in the interim period the IFA Board takes steps to stay the impugned decision, and the outworking of same, until such times as the Arbitration Panel convenes and is able to hear an application for interim-injunctive relief.

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**17 July 2020**