

**IRISH FOOTBALL ASSOCIATION
APPEALS COMMITTEE**

In the matter of an appeal by Knockbreda FC against a decision of the Senior Shield Committee of the Co Antrim FA

Appeals Committee:

Martin Wolfe KC (Chair)

Emma McIlveen BL

Carla Dallas

DECISION

This is a decision of the IFA Appeals Committee ('the/this Committee') which was reached following a hearing which took place at IFA Headquarters on 23 November 2023. It concerns an appeal brought by Knockbreda FC ('the Appellant') challenging a decision reached by the Senior Shield Committee of the County Antrim FA ("the Respondent"). Having regard to the reasons set out below, the unanimous decision of the Committee is that the appeal shall be dismissed so that the original decision of the Respondent is upheld.

Attendees

1. The Appellant was represented by Mr. Jamie Bryson (JWB Consultancy), who was accompanied at the hearing by Mr. Colin Ireland (Knockbreda FC, Secretary) and Mr. Ian White (Knockbreda FC, Treasurer).
2. The Respondent was represented at the hearing by its Secretary, Mr. Adam Simpson. He was accompanied at the hearing by Mr. Stephen Shaw (Chair, Senior Shield Committee) and Mr. Michael Long (Vice Chair, Senior Shield Committee).
3. The Committee is grateful for the submissions of both parties, both oral and written.

Facts

4. This appeal is directed to a decision of the Senior Shield Committee of the Co. Antrim FA. That decision related to events which took place at the Co. Antrim Shield game

which took place between the Appellant and Ballymacash Rangers on 24 October 2023. The Appellant won the game 7-6 on penalties.

5. The relevant facts are agreed and uncontroversial and this Committee has found that they can be concisely stated as follows:
 - a. Some 61 minutes before kick-off the Appellant inputted their team line-up on to the IFA Football Management System known as 'Comet.'. Player 1 (Marc Matthews) was recorded on the team-sheet as the starting goalkeeper.
 - b. The Appellant quickly realised that the inclusion of Player 1 as the goalkeeper within their starting line-up was an administrative error. This mistake had been made by one of the Appellant's team of officials. The goalkeeper who they wanted to start the match was Player 2 (Ben Fry) and he had been named as a substitute. Therefore, the Appellant's team manager (Mr. McIlwrath) approached the Match Official in his room to notify him that they wished to make a change, to replace Player 2 with Player 1 in the team line-up.
 - c. The Match Official provided his written observations to the Respondent in relation to this transaction in response to the Respondent's investigation of these matters. He told the Respondent: "Immediately following the confirmation of the team line-ups, Knockbreda manager Colin McIlwrath came to our changing room to advise me that an error had been made by a member of his team in that the goalkeepers where (sic) incorrectly confirmed. I changed the goalkeepers on Comet and reconfirmed."
 - d. The evidence received by the Respondent was that the conversation between Mr. McIlwrath and the Match Official in relation to their desire to make this change in their line-up took place within earshot of a Ballymacash Rangers team official, Mr. Christopher Cork.
 - e. It was confirmed to this Committee by Mr. Bryson on behalf of the Appellant that Player 1 was not injured and not otherwise incapacitated when the change to the team-sheet was made. We were told that the change was made because of an administrative error in the compilation of the original team-sheet and for no other reason.

- f. The effect of the change made by the Appellant after consultation with the referee was that the game commenced with Player 2 as the starting goalkeeper for the Appellant. Player 1 was not removed from the Appellant team-sheet; he replaced Player 2 as a substitute in the line-up.
- g. During the first half of the game Player 2 committed an act of foul play, received a red card and was sent off. At this point, the Appellant decided to substitute Player 3 (Eoin Taggart) and he was replaced by Player 1 in the 34th minute. Player 1 played the remainder of the game as as the Appellant's goalkeeper.

Rules

- 6. We refer to the following Rules which govern the Co. Antrim Senior Challenge Shield Competition, and which were applied by the Respondent in reaching the decision which is the subject of this appeal.
- 7. Senior Challenge Shield Competition Rule 6 (a) - (c), addresses the qualification of players:

Qualification of Players

[6] a. Players will be eligible to play in the Senior Challenge Shield provided that on the date of the tie they are eligible to play for their own club in its League Competition.

b. No individual shall be allowed to play for more than one competing team.

c. Notwithstanding anything in any Rule, if the Senior Challenge Shield Committee in the case of the Senior Challenge Shield, have any doubt at any time, and whether arising out of a protest or otherwise, as to the qualification of any player taking part in the competition, they shall have power to call upon such player and / or Club to which he belongs, or for which he played, to prove that he is qualified according to the rules, and failing satisfactory proof, they shall disqualify such player and shall remove the Club from the Competition, and impose such other penalty as they may think fit

8. Senior Challenge Shield Competition Rule 9 addresses the requirements relating to the submission of a club's team-sheet:

Team-Sheets

[9] (a) Each Club shall input their team line-up including the names of players and club officials and their functions taking part in each match (including the name of the nominated substitutes) via the IFA Football Management System not later than 75 minutes prior to kick-off.

....

(c) Any club failing to provide such documentation by the stipulated deadlines will be fined in the sum of £50.00 for each offence.

9. Senior Challenge Shield Competition Rule 10 is headed 'Substitutes.' However, as appears from Rule 10(e), the provisions contained under this provision are not limited to substitutes:-

Substitutes

[10] (e) Should any nominated player or substitute sustain an injury or become otherwise incapacitated after the submission of the team-sheet to the referee and before the kick-off he may be replaced provided that the referee and the opposing club are informed prior to kick-off.

10. The key issues in this appeal concern the interpretation and application of these Rules. In particular this Committee must determine whether the Appellant's actions breached Rule 10(e) and if so, whether the breach is punishable by reference to Rule 6(c).

The Respondent's Decision

11. Following the game, and upon receipt of written submissions from the Match Official, as well as from the Appellant and Ballymacash Rangers, the Respondent considered

the circumstances of the late change to the Appellant's team-sheet. It determined that there were two issues to address.

12. The first issue which emerged from that consideration is not the subject of appeal, but we draw attention to it as part of the context. The Respondent correctly found that the Appellant's original team-sheet was not inputted into Comet until 6.44pm, only 61 minutes before the scheduled kick-off. This contravened Rule 9(a) which stipulates that a Club must input their team line-up not less than 75 minutes before kick-off. In relation to this offence the Appellant was fined £50.00.

13. The second issue related to whether the Appellant had complied with Rule 10(e) when it made that late change to its team line-up. When considering this issue the Respondent drew upon the submission Appellant's written observations concerning the reason for the change:

"Immediately after the confirmation [of the team line-up] Knockbreda manager Colin McIlwrath realised a member of his team made a mistake in confirming the goalkeepers....A member of the staff incorrectly entered the goalkeepers putting Marc Matthews [Player 1] to start rather than Ben Fry [Player 2] to start assuming as Marc played last 2 games he was starting."

14. This explanation prompted the Respondent to reach the following finding which we set out in full:

"[5] Rule 10(e) provides specifically for a Player or Substitute injured or otherwise incapacitated after the submission of the Team-Sheet to be replaced.

Based on the evidence provided, the Committee agree that Knockbreda FC did not replace a Player that was injured or otherwise incapacitated but in fact swapped the 'function' of a Player to a Substitute and by virtue of swapping the Player to a Substitute did not replace the Player who may have been injured or otherwise incapacitated after the submission of the team-sheet.

[6] The Committee acknowledges that Knockbreda FC did not claim that the player was injured or otherwise incapacitated and that the reason for the late change to

the team-sheet was due to an error from a representative of Knockbreda FC who had incorrectly completed the team line-up.

The Committee agree that the Rules support a Player being replaced from the Team-Sheet (with the Team-Sheet being that submitted as per Rule 9a) however to be deemed incapacitated the Player cannot be swapped to a new function which was the case when the Player became a Substitute.

The Committee noted the Player then entered the field of play after 34 minutes. Rule 10(e) is offered to ensure clubs are not unfairly penalised in the event of injury or incapacitation but by allowing clubs to swap the 'function' of a Player to Substitute after Team Line-Ups are confirmed would result in clear sporting integrity concerns."

15. Having reached the conclusion that the Appellant did not "replace" Player 1 in accordance with the requirements of Rule 10(e), and that he should not have been named as a substitute, the Respondent referred to Rule 6(c) concerning the qualification of players. The Respondent concluded at paragraph [7] of its decision that in the circumstances set out above, since Rule 10(e) could not be relied upon to support the swap of Player 1's function from that of starting player to the role of substitute, he "was not eligible to participate in the fixture". Accordingly, the Respondent determined that the Appellant should be removed from the competition, having played an ineligible player, and that Ballymacash Rangers should be reinstated.
16. The Respondent maintained in their submissions before this Committee that the conclusion reached was the correct one. The Respondent referred to Rule 6(c) as a "catch all" provision which could be used to address a breach of any eligibility requirement, and which was properly applied when penalising the Appellant's actions in playing an ineligible player in contravention of Rule 10(e).

The Appellant's Position

17. In the written submission provided to this Committee in advance of the hearing, the Appellant refused to be drawn on whether its actions in relation to Players 1 and 2 constituted a breach of Rule 10(e). The focus of that written submission was the

contention that the Rules did not contain a provision to sanction any proven breach of Rule 10(e) and in particular, no such power to sanction was located within Rule 6(c).

18. At the hearing Mr. Bryson on behalf of the Appellant maintained his primary stance that this Committee's attention should rest on whether the Respondent had power to penalise any breach of Rule 10(e). However, he recognised that the issue of sanction would not arise for this Committee's consideration unless there had been a breach of that Rule. Therefore, when pressed on this question he acknowledged that the reason for swapping Player 1 with Player 2 after the submission of the original team-sheet, namely because of an administrative error, was not a reason falling within the scope of Rule 10(e). While Mr Bryson contended that Rule 10(e) does not prevent a change in a player's function after submission of the team-sheet (from starter to substitute), he acknowledged that the Appellant could not argue that the change had been made for a reason falling within the terms of the Rule.

19. As we have stated, the focus of the Appellant's disagreement with the Respondent's decision was based on the proposition that the Respondent simply did not have power to punish a breach of Rule 10(e). In answer to the Respondent's contention that the source of the power was Rule 6(c), the Appellant advanced the following points which are succinctly set out in its written submission:

"[11] Marc Matthews [Player 1] was eligible, on the date in question, to play for the appellant in its league competition (Rule 6(a)). He had further not played for more than one club (Rule 6(b)). Therefore, Marc Matthews was eligible/qualified to play.

[12] Rule 6(c) directs itself to a player being qualified/eligible to play. The test for being qualified/eligible to play is set out at Rule 6(a) and (b). Marc Matthews satisfies those tests, and therefore within the meaning of Rule 6 read in totality, he is qualified/eligible to play and thus Rule 6(c) can have no application.

[13] There is no discretion in Rule 6(c) to sanction under that provision for any other issue besides qualification/eligibility to play, and qualification/eligibility to play is a discrete criteria which is exhaustively defined."

Findings

20. There is no dispute before us that Player 1 satisfied the conditions regarding the qualification of players described at Rule 6(a) and Rule 6(b). But it is self evident that this is not an exhaustive definition of qualification or eligibility requirements. There are other qualification or eligibility requirements contained within the Rules. For example, this Committee finds that it is an implicit qualifying condition that a player must be listed in the line-up inputted into Comet and submitted to the referee in order to be eligible to participate in a game. If a player is not included within the notified line-up he cannot play, and if he does play he would not be eligible to do so, even though he may have satisfied the requirements of Rule 6(a) and Rule 6(b).
21. Likewise, there are other eligibility requirements to be derived by reason of the operation of Rule 10(e). In the context of this Rule, this Committee finds that after a team-sheet has been submitted, a change to the line-up is only permitted in circumstances where a nominated player or substitute has been injured or has become incapacitated. If either of those qualifying conditions is satisfied, the Committee finds that the player may be “replaced” although the replaced player should be removed from the line-up and must not take any part in the game.
22. In the circumstances of this case the Committee finds that the Appellant’s approach was deficient in two critical respects: first, Player 1 was not injured or otherwise incapacitated and therefore his removal from the original line-up (and his replacement by Player 2) was not for a reason prescribed by Rule 10(e); second, having been removed from the original line-up, Player 1 was bound not to take any part in the game.
23. The Committee finds that for each of these reasons the Appellant did not meet the qualifying conditions contained in the Rule and thereby, Player 1 participated in the game from the 34th minute when he was not eligible to play, there being no other ground or Rule which could be advanced in order to regularise the position.
24. Without making a formal concession, the Appellant has contended that notwithstanding this breach, there is no power contained within the Rules to permit the award of a sanction. The Committee rejects this submission.
25. Rule 6(c) is formulated using language which directs the reader to “*the qualification of any player taking part in the competition*” in the fullest sense. The reference to

“qualification” and “the competition” is a reference to a broad concept. The word *“qualification”* is not used within Rule 6(c) in the narrow sense provided for in Rules 6(a) and (b), although it encompasses those provisions. But *“qualification”* extends beyond those provisions. It is clear to the Committee that viewed properly the word *“qualification”* in this context means *“eligible to play”* or *“qualified to play”* in accordance with any of the Competition Rules, whether explicit or implicit. In that sense Rule 6(c) is an overarching provision, and is intended to address any departure from the generally applicable qualification or eligibility standards of the Competition.

26. In the circumstances, having regard to the breaches of Rule 10(e) which were obvious to the Respondent upon investigation, we conclude that we are in agreement with its decision to remove the Appellant from the Competition. It is deeply unfortunate that an administrative error has led to this result. However, this Committee is satisfied that the Respondent was bound to remove the Appellant from the Competition (“shall remove”) once Player 1’s ineligibility was established.

Summary

27. For the reasons stated, this appeal is dismissed. The effect of this decision is to affirm the decision of the Respondent, that the Appellant is removed from the competition and Ballymacash Rangers are re-instated.

28. It may assist clubs participating in the Co. Antrim Shield competition if we conclude our findings by indicating that this Committee is in agreement with the conclusions reached by the Respondent concerning the meaning and application of Rule 10(e), the terms of which have been set out above in full.

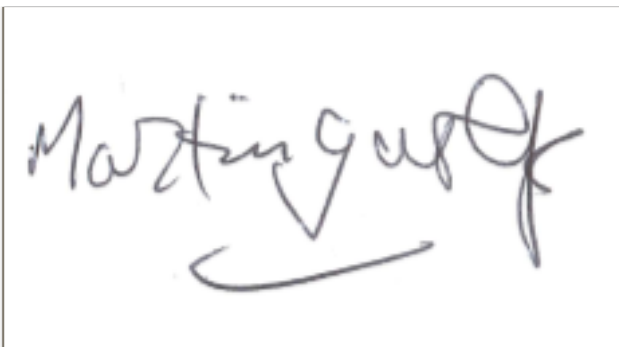
29. It is the view of this Committee, that Rule 10(e) has the following meaning and effect:

- a. Following the inputting of the team line-up on to Comet, an action which must be performed at least 75 minutes before the scheduled kick-off, it is permissible for a club to make changes to that line-up. However, the changes that can be made are limited and a strict process must be followed in this respect.
- b. Firstly, a change to the team line-up within the terms of Rule 10(e) will be permissible where the player concerned has succumbed to an injury or has become incapacitated

after the submission of the team-sheet to the referee. Rule 10(e) provides for no other grounds to justify a late change to the team line-up. Therefore, a change to the line-up other than by reason of injury or incapacity is likely to give rise to a breach of the Rule.

- c. Secondly, if circumstances of injury or incapacity arise so as to support a late change to the team line-up it is important that clubs recognise that the player concerned may be replaced, but whether or not he is replaced within the revised team line-up, he can take no further part in the fixture. For the avoidance of doubt, the player concerned cannot change 'function' from starting player to substitute.
 - d. Thirdly, if circumstances of injury or incapacity arise so as to support a late change to the team line-up, the club wishing to make the change must inform the referee and the opposing club prior to kick-off. This is an important requirement. Clubs are advised to take steps to ensure that the change is communicated to a recognised official of the opposing club, and that this communication takes place in a clear and obvious way in order to avoid any later controversy.
30. It is the view of the Committee that the Respondent should take steps to review its Competition Rules and to consider whether greater clarity could be provided to clubs, particularly as regards the meaning and effect of Rule 10(e), and the consequences of any breach.

Dated: 27 November 2023

A rectangular box containing a handwritten signature in black ink. The signature is written in a cursive style and appears to read 'Martin Wolfe'. Below the signature is a horizontal line.

Martin Wolfe KC

On Behalf of the Appeals Committee