

APPEAL OF CRUSADERS FOOTBALL CLUB AGAINST DECISION OF NIFL

BEFORE THE IRISH FOOTBALL ASSOCIATION APPEAL BOARD

29th March 2021

This appeal was submitted under Art 14 , IFA Articles of Association, due to a decision made by the Northern Ireland Football League (NIFL) to amend the date and time of a fixture to be played between Ballymena United FC and Crusaders FC ('the club') at the Showgrounds.

This match was scheduled to take place on Saturday 3rd April at 3pm. According to papers provided 'the club' was notified by NIFL of the change in date and time, firstly, informally by text sent 23rd March, and then formally by email on 26th March 2021.

The Appeal Board has received written submissions from both 'the club' and NIFL. We have examined same and find the following governing rules as very relevant.

NIFL Premiership rules –Season 2020/21

Rule 1 (b) Membership of the NIFL Premierships shall constitute an agreement between NIFL Premiership and each Club to be bound by and comply with the following ;

(viii) The relevant Participation Agreement to be determined by the NIFL Board

(ix) The terms of any commercial or broadcast agreement entered into by the NIFL Premiership,
, and the terms of any Cup, or other Competitions conducted or controlled by the League

Each of the aforesaid as altered, revoked or added to from time to time.

Rule 16 (b) All matches shall be played under the Laws of the Game as approved by the International Football Association Board and in accordance with the Articles and Rules of the IFA and also of the NIFL Premiership. All NIFL Premiership matches shall be played on the dates scheduled at the commencement of the season, except;

I. When otherwise directed by the NIFL Premiership Management Committee.

NIFL Participation Agreement 2020-21

1. Administration

a) The league shall be administered by the Northern Ireland Football League.

3.Scheduling of Matches

a) Clubs agree to adhere with the expectation of commercial and broadcast partners with regard to match scheduling.

b) The NIFL Premiership Management Committee shall also reserve the right to determine the date and kick off time for all matches under the auspices of the NIFL Premiership. In respect of Sunday football the Articles of Association shall be respected.

9. Compliance with Commercial Contracts;

a) The NIFL is empowered to enter into any commercial contract it considers to be in the best interests of the League.

These provisions outline the regulatory set up for NIFL to govern and manage league clubs and in particular match fixtures. It also addresses the aspect of the commercial arrangements they enter with 3rd party broadcasters and, in turn, allows NIFL to retain discretion in its management of match schedules in order to honour their commercial obligations. The Participation Agreement strengthens the League's ability to make its decisions and binds clubs to this once they sign up.

In determining this case, we consider that NIFL has the power, conferred through its regulatory provisions, to make the decisions to amend the dates and times of match fixtures. The appellant's point that they were not provided adequate notice of this change nor did they agree to it, is not sustained. We do consider that their reference to Rule 16 (c) NIFL Premiership Rules, which concerns the express provision for home clubs seeking changes to scheduled fixtures, as being erroneous. This provision concerns a club's request for match date changes not NIFL decisions. It is noted the home team (Ballymena United FC) has not raised any issue with the rescheduling.

We cannot see any provisions before us that states NIFL are required seek the involvement of clubs in changes to match schedules.

The NIFL provisions set out the roles and powers vested in them. This club signed the Participation Agreement on 16th October 2020 between itself and NIFL. This allows NIFL to enter any commercial contracts it considers in the best interest of the League and 'the club' agrees to adhere with the expectations of broadcast and commercial partners with regard to match scheduling.

According to submissions provided to this Board, NIFL indicated the need for this fixture to be rescheduled to accommodate broadcasting logistics. Clubs as of right do not pick and choose their own match schedule. Currently, the league works within the constraints of Covid, weather and third party contractual arrangements. There requires a level of flexibility on the part of Football Clubs in meeting their requirement to adhere to scheduling arrangements. As we are aware the Pandemic and prevailing weather conditions interfere regularly and creates fluctuations within the scheduling system. In this case, whilst we acknowledge there is a degree of inconvenience suffered by 'the club' due to the match being brought forward to the evening before they were due to play, we do not consider the manner and nature of the rescheduling amounts to any degree of unfairness to the club.

Any concerns raised by the appellant with regard to the rights of clubs and duties of NIFL should be raised within the appropriate regulatory structures. Challenges to NIFL rules can be raised before the NIFL Annual General Meeting.

We are also not capable of concerning ourselves with contractual issues that either exist between the parties to this case or NIFL and its commercial and broadcast partners. This appeal process is not the appropriate forum for such .

In the circumstances we dismiss the appeal.

IFA Appeal Board

30/3/21