

**DECISION OF AN APPEAL BOARD OF THE FOOTBALL ASSOCIATION**

**IN THE MATTER OF AN APPEAL BY**

**NEW MILLS FC (the appellant)**

**AGAINST A DECISION BY**

**THE NORTH WEST COUNTIES FOOTBALL LEAGUE (the respondent)**

**20 JUNE 2022**

**APPEAL BOARD**

Roger Burden (Chair)  
Gordon Mellis  
Tony Rock

Conrad Gibbons (Secretary to the Board)

**FOR THE APPELLANT**

Ray Coverley (Chair)  
Nick Dowse (Director)  
Sue Hyde (Secretary)

**FOR THE RESPONDENT**

Paul Lawler (Chair)  
John Deal (Secretary)

1. Explanation

I have summarised below the submissions and our deliberations. As it is a summary, I do not purport to have included every detail but the Appeal Board read, and listened to, all the submissions.

2. Summary of the Appeal

On 16 April 2022, New Mills FC travelled to the Isle of Man to play FC Isle of Man in a Step 6 Play-off Final.

On 3 April, the respondent issued an email with Play-off guidance stating “For matches played on the Isle of Man the travel arrangements are as per the agreement for League matches with the exception that the visiting club can claim their travelling expenses from their home ground to and from the departure airport (Manchester or Liverpool). That email also stated that the financial aspect, unless you hear different, is as per the Cup Rules ie if the game is in profit then the profit is shared equally between the League and the two competing clubs.

On 11 April the appellant received an email from FC Isle of Man confirming that FC Isle of Man would cover the appellant's flight and hotel costs of around £6000.

When the Balance Sheet Form for the match was subsequently received by the appellant, it showed that the travel and hotel costs had been deducted from the match receipts prior to distributing the appropriate shares of the match receipts.

The appellant had not expected to share any of the flight and hotel costs, and complained to the respondent, but the respondent rejected the complaint at a meeting held on 4 May.

The appellant appealed on 2 grounds

- That the respondent misrepresented the rules relevant to its decision.
- That the respondent came to a decision to which no other reasonable body could have come.

### 3. Summary of Appellant's Written Submissions

- On 23 April, Sue Hyde emailed FC Isle of Man, copying in John Deal, querying why the costs of flights, hotel, etc had been included in the match expenses, resulting in a reduced amount for distribution. Ms Hyde mentioned the 3 April email from the respondent re these costs and also mentioned the 11 April email from FC Isle of Man confirming that the club would cover these costs.
- John Deal responded on the same date, stating that the previous emails were superseded by the play-off instructions issued by the FA on 5 April as the play-offs were under the jurisdiction of the FA and are not league matches. These instructions gave a split for distribution, after match expenses, of 25% to the league and 37.5% to each club. Mr Deal went on to state that, under League rules, the appellant would not be entitled to anything.
- Responding on 27 April, Ms Hyde stated that the appellant was not saying that League rules should apply, but that the respondent's email of 3 April stated explicitly, amongst other things, that the respondent had said that he had asked the FA for clarification but had not received a response, and he then stated

"If that changes I will send you the notification". "Therefore, in such circumstances we revert to the FA Competitions Rules and I make the following observations.

The financial aspect, unless you hear different, is as per our Cup Rules ie if the game is in profit, then the profit is shared equally between the League and the two competing clubs.....

For matches played on the Isle of Man the travel arrangements are as per the agreement for League matches with the exception that the visiting club can claim their travelling expenses from their home ground to and from the departure airport"

- The appellant quoted the subsequent information received from the FA on 5 April which said “All play-off games will be played under the terms of the net gate being distributed on the ratio of 37.5% to each of the clubs and the balance of 25% to the league....”
- The appellant submitted that none of this provided any detail re costs usually borne by FC Isle of Man and that it is reasonable to conclude that, unless the FA stated otherwise, that the respondent’s email of 3 April must still be applicable.

#### 4. Summary of Respondent’s Written Submissions

- Mr Deal stated that the advice he gave in his 3 April email was that the matches would be played under the League rules which meant that FC Isle of Man’s opponents as per the Clubs Membership Agreement and reference to the Cup Rules would only be allowed their travelling expenses from their home ground to the departure airport and return, meaning that the appellant would only be due £27.03.
- Mr Deal went on to state that, in reaching its final decision re the costs, the appellant’s Management Committee referred to FA Cup Rule 22, which he then quoted. He said that on 5 April the FA issued play-off criteria which included the way that net profit was to be split. The net profit, after the calculated allowable expenses and VAT, was £2657.19 to the respondent and £3985.78 to each club.
- Mr Deal stated that FC Isle of Man arranged the hotel and travel on behalf of New Mills and it was therefore a genuine match expense. He said that under National League System rules, FC Isle of Man have to fund all travel expenses of their opponents from the departure port to the island. Ordinarily these are funded through match day receipts. There is no specific regulation in place for island teams participating in NLS play-off matches.
- He added that New Mills did not raise any issue prior to the match and have misinterpreted what net profit means. The request to remove travel and accommodation expenses would financially disadvantage the home club so the respondent believes that the decision taken by its Management Committee was both fair and reasonable.

#### 5. Verbal Submission by the Appellant

- Nick Dowse told us that it is the responsibility of the League to provide clear instructions.
- He referred us to his written submissions and, in particular, he highlighted the 3 April email from Mr Deal and said that the subsequent FA documentation did not change the fact that FC Isle of Man was to pick up the flight and hotel costs, something which FC Isle of Man also understood as they had confirmed that they would arrange and pay for those aspects.

- He told us that the flights were expensive and, if his Club had been aware that it would have to share the costs, it could have arranged cheaper flights and, probably, cheaper accommodation.

Finally, he said that the League was holding all the funds from the match and he did not understand why his Club's share had not yet been released.

## 6. Verbal Submission by the Respondent

- Paul Lawler told us that the League always retains the funds in cases where there is a dispute about such funds.
- He said that the play-off was not technically a league game and that Mr Deal had made it clear that the financial aspect would be as per the Cup Rules. The subsequent note from the FA changed the way the profit was distributed but not the way that the profit was calculated.
- He said that FC Isle of Man had a business model which showed that it was able to pay visiting teams' travel and accommodation expenses as the Club had large home crowds. For league matches, the Club was left with a decent profit after paying these expenses. For cup matches, which involved a distribution of the profits, the Club was likely to make a loss if these expenses were not included in match costs.
- Mr Lawler said that all the FA note had done was to change the distribution proportions and did not affect the match costs. He added that, if the appellant was successful, the League's share of the profit would increase but his committee had not allowed that to influence its decision.
- He said that he had difficulty obtaining clarity from the FA due to understaffing but that he had, forwarded a similar complaint from another club and the FA had confirmed, via text, that the committee's decision was fair.
- He said that the appellant's appeal was driven by greed and that FC Isle of Man was run by volunteers and even the local police did not charge for policing matches, all of which kept the match costs to a minimum.
- Mr Lawler then explained that FC Isle of Man have special arrangements for flight and accommodation, which enables the club to make a large number of reservations, something which a visiting club would find very difficult to do, particularly at busy times.
- Finally, he told us that his committee had made a decision that was fair and reasonable.

## 7. Appeal Board Questions

- In responding to our questions, Mr Dowse told us that his club had used the same flight and hotel for some additional club members and that this had been done for

convenience so that everyone could travel together, despite the fact that less expensive options were available.

- He said that the appeal was not due to greed but was simply one of looking to reimburse costs that were incorrectly allocated to match costs.
- He told us that Sue Hyde had suggested a compromise merely as a way to try to avoid a formal appeal.
- In responding to our questions, Mr Lawler accepted that the League should have clarified the financial aspects when he received the FA's note.
- He also accepted that his communication with the FA had not contained all the facts that were in front of the Appeal Board.
- He said that Mr Deal's email had made it clear that the financial aspect was as per Cup Rules, and that, as those rules provide for a shared distribution of profits, FC Isle of Man meet flight and hotel accommodation costs and then deduct those costs from match takings, before calculating the profit.

#### 8. Final Submission from the Respondent

- Mr Lawler again said that his committee's decision was fair and reasonable. To have upheld the complaint would have resulted in FC Isle of Man making a loss, which would have been unfair.

#### 9. Final Submission from the Appellant

- Mr Dowse said that the lack of clarity had been obvious.
- His club was led to believe what would happen and is looking to reimburse costs that were incorrectly applied to the match costs as the club was always acting on the guidance given by the respondent.

#### 10. The Appeal Board's Deliberations and Decision

- We agreed that the FA Cup rules were irrelevant.
- We agreed that the respondent's information to the play-off clubs lacked clarity.
- In particular, we noted that Mr Deal's email of 3 April stated that "the financial aspect, unless you hear different, is as per our Cup Rules" but later went on to say that, "for matches played on the Isle of Man the travel arrangements are as per the agreement for the League matches".
- We also agreed that the respondent should have contacted the clubs when it received the FA's note re distribution of profits as this distribution was different to that stated in the Cup Rules.
- We could understand why the appellant had been confused.

- It was clear that the arrangements for visitors to FC Isle of Man were based on paying travel and accommodation costs out of the match revenue. For league matches, the subsequent profit goes entirely to the home club.
- For cup matches, the subsequent profit is divided between the two clubs and the league. For the play-off matches, the respondent had stated that the financial arrangements would be as per the Cup Rules.
- The direction from the FA clearly overrode the way that the subsequent profit would be distributed but, in the view of the Appeal Board, did not change the way that the profit should be calculated. To have excluded the visitors' costs from match expenses would have been completely unfair to FC Isle of Man and been in contradiction of the rationale and spirit behind the original agreement between the respondent and FC Isle of Man.
- It was the Appeal Board's unanimous view that the respondent did not fail to comply with its rules and that the respondent's decision re the allocation of costs was not one to which no reasonable body could have come.
- The Appeal Board unanimously dismissed the appeal on both grounds.
- The appeal fee is to be retained.
- The appellant's confusion was understandable and there was no order made to costs.
- The decision is final and binding on all parties.

Roger Burden Chair  
22 June 2022  
Amended 23 June 2022