

IRISH FOOTBALL ASSOCIATION APPEALS COMMITTEE

In the matter of an appeal filed on behalf of Lower Shankill Football Club (hereinafter referred to as the Appellant) against a decision of the Northern Amateur Football League Management Committee (hereinafter referred to as the NAFL, LMC or the Respondent) notified to the Appellant on 27th January 2025.

Appeals Board

Mr Barry Finnegan (Vice-Chair)

Ms Rachel Best K.C (Chair)

Ms Carla Dallas (Independent Member)

Decision:

This is a decision of the IFA Appeals Committee following a Hearing which took place at IFA Headquarters on Monday 24th February 2025. It concerns an appeal brought on behalf of the Appellant against a decision reached by the Respondent to re-arrange a previously postponed fixture between the Appellant and UUJ F.C which had been scheduled to play on 11th January 2025 at UUJ F.C's home ground but was deemed unplayable given the condition of the home pitch.

The Appellant contend that they ought to have been awarded the match points arising from this unfulfilled fixture as the Respondent's League Management Committee had not determined whether the circumstances leading to the pitch becoming unplayable on the above date were "*fully within the control of the home club*" or otherwise and hence had no discretion to re-arrange the fixture.

Having regard to the reasons set out below, the unanimous decision of the Appeals Board is that the matter ought to be **referred back** to the Respondent's League Management Committee for further consideration.

Attendees:

The Appellant was represented at the Hearing of this appeal by Jamie Bryson with John Moore and Jonathan McMeekin (both Co-Chairs) in attendance on behalf of the club itself. The Respondent was represented by Paul Causby (Vice-Chair of League Management Committee) and David Morrow (Director) both of whom provided evidence to the Appeals Committee. The Appeals Committee would like to express their gratitude for the helpful and informative manner in which all of the attendees conducted themselves during Hearing.

The Rules at Issue:

This appeal concerns a number of issues to include the interpretation of bye-law B of the Respondent's First Division Rules which stipulates as follows:

5.4 Unplayable Ground

Where no play is possible owing to causes over which neither Club has control the Referee, if present, shall only be entitled to his travelling expenses and half fee.

Should the referee declare the ground unplayable for any reason over which the Home Club has control, the LMC on consideration of the facts will decide whether to re-arrange or award the fixture. In such circumstances both clubs must within four days of the fixture date provide to the League Secretary their observations as to why the match was not played.

Facts:

In addition to an examination of the relevant rules and the oral evidence submitted on behalf of the Appellant and Respondent, the Appeals Committee noted the written submissions filed on behalf of both parties.

The Committee has made the following findings following a detailed analysis of the facts available:-

1. The Appellant seek to challenge the Respondent's decision to replay the postponed fixture on the basis this constituted an "unreasonable" decision both in terms of the process adopted by the Defendant as well as the outcome achieved.
2. Mr Bryson referred to paragraph 15 of the Respondent's written submissions and specifically to the following sentence:- *"the LMC did not opine on whether UJJ Football Club had control over the reason owing to non-play, or if they did not have control."*
3. The remainder of paragraph 15 states *"In support of this position, on one hand the line markings are the responsibility of the Home Club (albeit noting the circumstances of the arrangement with the Home Ground owner, referenced below) and on the other hand, a period of inclement weather appeared to reduce the effect of the line markings."*
4. The Appellant's contention, as adduced by Mr Bryson, was that the Respondent's reference to how the LMC had not opined as to whether UJJ F.C had control over the circumstances leading to the postponement, was *"fatal"* insofar as their reliance on rule 5.4 was concerned as it does not satisfy the initial limb of this rule and thus does not afford the Respondent the discretion to *"re-arrange or award the fixture."*
5. As no retrospective action could apply and it was not a matter for the Appeals Board to rehear the factual scenario leading to the postponement Mr Bryson contended that the Appellant wished to have the matter referred back to the body whose decision had been appealed – the Respondent's LMC.
6. On the issue of whether the LMC had considered whether they felt the postponement had arisen for reasons over which the home side had control Mr Morrow referred to an email from Donna Darlington, NAFL League Secretary dated 21st February 2025 which stated that the *"LMC considered evidence from both parties and accepted that weather had made pitch unplayable and as groundsmen did not work on Saturdays it would outside Ulster University's control to resolve."*
7. This is an issue which the Appeal's Committee notes is addressed in less specific fashion in paragraph 17 [viii] of the Respondent's written submissions which states that the home team *"rely on their landlord's 3rd party ground staff, who were not available to correct the pitch markings position."*
8. When it was put to Mr Morrow that the email of 21st February 2025 wouldn't have been available prior to the LMC meeting on 27th January 2025 he referred to an earlier email from UJJ FC to the NAFL dated 13th January 2025 in which the home club, amongst other points, referred to how they are *"reliant on the 3rd party ground staff"* in terms of pitch maintenance.

9. Mr Morrow explained that the email of 13th January 2025 would have been made available to the LMC in advance and such points would have been relayed to the Appellant either prior to or during the LMC meeting which afforded both clubs the opportunity to make oral submissions prior to a decision being reached as to whether the fixture would be rescheduled or otherwise.
10. When asked by the committee as to whether they recalled having sight of the email of 13th January 2025 or any of the information referenced therein Mr Moore and Mr McMeekin both advised they had not.
11. When it was put to Mr Morrow that the paragraph 15 of the Respondent's written submissions appears to suggest the LMC hadn't reached a determination as to whether the factors leading to the postponement fell within or outside the home side's control he stated that the LMC had taken the view that they "*were not satisfied that UJJ had full control*" and hence they felt that rescheduling the fixture was the most appropriate option to take from a sporting integrity standpoint.
12. Mr Bryson commended Mr Morrow for his candour on this point and emphasised that this only reinforced the Appellant's view regarding the lack of validity in rescheduling the fixture as this can only be done for any reason over which the home club has control.
13. Mr Morrow explained that the email of 21st February 2025 is perhaps more suggestive of a situation whereby the LMC had taken the view the postponement had arisen for reasons outside the home team's control. Mr Bryson responded by stating that the committee could not look beyond each parties' written submissions on this point and that one simply cannot circumvent paragraph 15 of the Respondent's submissions.
14. Mr Bryson also made reference to the Respondent's purported 'procedural unfairness' in not permitting the Appellant the opportunity to consider the email from UJJ F.C to the Respondent dated 13th January 2025.

Findings

15. It appears to the Appeals Committee that there is a lacuna (gap) in the Respondent's First Division League Rules concerning fixture postponements. A literal interpretation of the same leads one to conclude that the discretion to reschedule the fixture, or award the fixture to the away side, only applies in a scenario where the fixture is postponed for reasons over which the home club has control.
16. Based on the evidence available it seems most likely, on the balance of probabilities, that the fixture was postponed for reasons which were outside the home club's control, namely the heavy rainfall which arose prior to kick-off leading the referee to conclude that the pitch markings were not visible.
17. As the Respondent correctly points out in paragraph 14 of their written submissions the issue as to whether the home club has control, or not, for the reason(s) leading to the postponement must be "*treated differently.*"

18. The Appeals Committee finds that byelaw 5.4 does not treat these two scenarios differently however. In fact, the same byelaw affords no explanation as to what course of action the Respondent will take if a fixture cannot be fulfilled due to reasons outside the control of the home club.
19. The Respondent states in their written submissions that *“the inference is that the fixture is automatically rearranged”* if the home club had no control. This is a sensible and plausible course of action. One cannot envisage any scenario arising whereby it would be reasonable to award the fixture to an away side if the match could not be fulfilled due to an unplayable pitch arising due to events over which no party has control, akin to a force majeure scenario.
20. The technical issue for the Respondent however is that the LMC cannot subsequently rely on rule 5.4 to reschedule the fixture if the first limb of this rule cannot be satisfied - if the home team did not have control over events leading to the postponement then the discretion to rearrange the fixture does not arise.
21. The Appeals Committee would also point out that if the first limb of byelaw 5.4 cannot be established then not only can the Respondent not reschedule the fixture but they cannot award the fixture to the away side and hence an obvious impasse arises.
22. Having regard to all of the evidence therefore the Appeals Committee finds that the matter should be referred back to the body whose decision is appealed against (LMC Management Committee). That body ought to consider the issues identified in this appeal and, if they elect to reschedule the fixture, provide the appropriate written communication to both parties setting out the reasons for doing so.

Barry Finnegan

Dated: 4th March 2025 Barry Finnegan, Vice-Chair. On Behalf of the Appeals Board