

**UEFA CLUB FINANCIAL CONTROL BODY**  
**Adjudicatory Chamber**

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**DECISION**

**in case**

**AC-09/2015**

**Fotbal Club ASA 2013 Targu Mures**

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**Composition of the chamber:**

- **J. N. Cunha Rodrigues, Chairman**
- **L. Peila, Vice-chairman**
- **C. W. A. Timmermans, Vice-chairman**
- **C. Flint QC, Member**
- **A. Giersz, Member**

**Nyon, 10 December 2015**

## **PART I – Introduction**

1. On 12 November 2015, the Chief Investigator of the UEFA Club Financial Control Body (the “CFCB”) referred the case of Fotbal Club ASA 2013 Targu Mures (“FC Targu Mures” or the “Club”) to the CFCB Adjudicatory Chamber.
2. In the present Decision, the CFCB Adjudicatory Chamber examines whether FC Targu Mures breached Articles 65, 66 and 66bis of the *UEFA Club Licensing and Financial Fair Play Regulations – Edition 2015* (the “CL&FFP Regulations”) as a result of failing to prove that it had no overdue payables towards other football clubs, employees and social/tax authorities as at 30 June 2015 and 30 September 2015.
3. Unless otherwise stated, all figures referred to in this Decision have been rounded up or down (as the case may be) to the nearest thousand.

## **PART II – Reference by the CFCB Chief Investigator**

4. The Romanian Football Federation (the “RFF”) submitted FC Targu Mures’s completed monitoring documentation (comprising financial information as at 30 June 2015) in accordance with the 15 July 2015 deadline set by the UEFA Administration. This monitoring documentation included self-declarations by FC Targu Mures indicating total overdue payables of six hundred and thirty thousand Euros (€630,000), such total amount comprising:
  - (a) overdue payables towards employees of five hundred and sixty-six thousand Euros (€566,000); and
  - (b) overdue payables towards social/tax authorities of sixty-four thousand Euros (€64,000),as at 30 June 2015.
5. FC Targu Mures’s monitoring documentation also indicated that twenty-two thousand Euros (€22,000) of the overdue payables referred to in Paragraph 4(a) of this Decision had been paid after 30 June 2015.
6. On 5 August 2015, FC Targu Mures also informed the UEFA Administration that it had paid one hundred thirty-five thousand Euros (€135,000) of the overdue payables referred to in Paragraph 4 of this Decision after 15 July 2015.
7. Taking the payments referred to in Paragraphs 5 and 6 of this Decision into account, four hundred and seventy-three thousand Euros (€473,000) of the overdue payables referred to in Paragraph 4 of this Decision remained unpaid as at 5 August 2015.
8. On 2 September 2015, the CFCB Investigatory Chamber met in order to assess FC Targu Mures’s monitoring documentation. The CFCB Investigatory Chamber unanimously confirmed the position regarding FC Targu Mures’s overdue payables as at 30 June 2015 (as referred to in Paragraph 4 of this Decision).
9. Accordingly, on 7 September 2015, the CFCB Chief Investigator decided to:
  - (a) open an investigation, in accordance with Article 12(2) of the *Procedural rules governing the UEFA Club Financial Control Body – Edition 2015* (the “Procedural Rules”);

- (b) require FC Targu Mures to submit updated monitoring documentation (comprising financial information as at 30 September 2015) in accordance with Articles 65(2), 66(2) and 66bis (2) of the CL&FFP Regulations in order to prove that it had no overdue payables towards other football clubs, employees and/or social/tax authorities as at 30 September 2015, such update to be submitted to the RFF (and, in turn, the UEFA Administration) by no later than 15 October 2015; and
  - (c) inform FC Targu Mures that all payments due to the Club from UEFA in respect of its participation in UEFA club competitions during the 2015/16 season would be withheld until further notice from the CFCB, such conservatory measure having been taken by the CFCB Chief Investigator in accordance with Article 41 of the Procedural Rules.
10. The RFF submitted FC Targu Mures's updated monitoring documentation (comprising financial information as at 30 September 2015) in accordance with the 15 October 2015 deadline set by the UEFA Administration. This monitoring documentation included self-declarations by FC Targu Mures indicating total overdue payables of one million, one hundred and twenty-two thousand Euros (€1,122,000), such total amount comprising:
- (a) overdue payables towards other football clubs of one hundred and sixty-two thousand Euros (€162,000);
  - (b) overdue payables towards employees of five hundred and seventy-two thousand Euros (€572,000); and
  - (c) overdue payables towards social/tax authorities of three hundred and eighty-eight thousand Euros (€388,000),
- as at 30 September 2015.
11. On 4 November 2015, FC Targu Mures's monitoring documentation also indicated that two hundred and ninety-four thousand Euros (€294,000) of the overdue payables referred to in Paragraph 10(b) of this Decision had actually been paid after 30 September 2015.
12. Taking the above payments into account, eight hundred and twenty-eight thousand Euros (€828,000) of the overdue payables referred to in Paragraph 10 of this Decision remained unpaid as at 30 October 2015.
13. On 5 November 2015, the CFCB Investigatory Chamber met in order to assess the overall overdue payables position of FC Targu Mures. The Decision of the CFCB Chief Investigator confirmed the position regarding FC Targu Mures's overdue payables as at 30 June 2015 (as referred to in Paragraph 4 of this Decision) and 30 September 2015 (as referred to in Paragraph 10 of this Decision).
14. Based on the above findings, on 12 November 2015, the CFCB Chief Investigator decided to refer the case to the CFCB Adjudicatory Chamber in accordance with Article 14(1)(d) of Procedural Rules and suggested that the following disciplinary measures be imposed on FC Targu Mures:
- (a) an exclusion from the next UEFA club competition for which FC Targu Mures would qualify in a number of seasons to be determined by the CFCB Adjudicatory Chamber at its discretion, unless the Club is able to prove by 31 January 2016 that it has paid the amounts that were identified as overdue payables on 30 September 2015 (as described in Paragraph 10 of this Decision); and

- (b) a fine, to be determined by the CFCB Adjudicatory Chamber at its discretion.
15. The CFCB Chief Investigator also decided that the conservatory measure referred to in Paragraph 9(c) of this Decision should remain in force until further notice from the CFCB Adjudicatory Chamber.

### **PART III – Jurisdiction of and Procedure before the CFCB Adjudicatory Chamber**

16. The jurisdiction of the CFCB Adjudicatory Chamber is derived from Article 19(1) of the Procedural Rules, which provides that the CFCB Adjudicatory Chamber has competence to decide on cases referred to it by the CFCB Chief Investigator.
17. On 16 November 2015, the CFCB Chairman informed FC Targu Mures of the opening of the judgment stage in accordance with Article 19(3) of the Procedural Rules.
18. Pursuant to Article 20(1) of the Procedural Rules, the Club was invited to submit its written observations by no later than 23 November 2015.
19. The Club made its written submissions in accordance with this deadline (the “**Observations**”).
20. On 26 November 2015, in order to fully understand the facts of FC Targu Mures’s case, the CFCB Chairman submitted a list of questions to the Club and asked for written answers (together with supporting documentation) by Monday 30 November 2015 (12:00 CET) at the latest.
21. The Club did not submit its answers on time. For this reason, the CFCB Chairman declared the submission to be inadmissible.
22. The members of the CFCB Adjudicatory Chamber convened on 30 November 2015.
23. The members took note of the report presented by Mr. Umberto Lago, member of the CFCB Investigatory Chamber, acting as reporting investigator pursuant to Article 18(1) of the Procedural Rules.
24. The quorum of judges required by Article 25(1) of the Procedural Rules being attained, the members of the CFCB Adjudicatory Chamber conducted its confidential deliberations in accordance with Article 24(1) of the Procedural Rules.

### **PART IV – Applicable Rules and Regulations**

25. The case concerns alleged contraventions of the CL&FFP Regulations.
26. The CL&FFP Regulations establish a club licensing system for UEFA club competitions and are (*inter alia*) intended to achieve the objectives set out in Article 2 of the CL&FFP Regulations:

*“1 These regulations aim:*

- a) to further promote and continuously improve the standard of all aspects of football in Europe and to give continued priority to the training and care of young players in every club;*
- b) to ensure that clubs have an adequate level of management and organisation;*

- c) *to adapt clubs' sporting infrastructure to provide players, spectators and media representatives with suitable, well-equipped and safe facilities;*
  - d) *to protect the integrity and smooth running of the UEFA club competitions;*
  - e) *to allow the development of benchmarking for clubs in financial, sporting, legal, personnel, administrative and infrastructure-related criteria throughout Europe.*
- 2 *Furthermore, they aim to achieve financial fair play in UEFA club competitions and in particular:*
- a) *to improve the economic and financial capability of the clubs, increasing their transparency and credibility;*
  - b) *to place the necessary importance on the protection of creditors and to ensure that clubs settle their liabilities with employees, social/tax authorities and other clubs punctually;*
  - c) *to introduce more discipline and rationality in club football finances;*
  - d) *to encourage clubs to operate on the basis of their own revenues;*
  - e) *to encourage responsible spending for the long-term benefit of football;*
  - f) *to protect the long-term viability and sustainability of European club football."*

27. Article 65 of the CL&FFP Regulations is worded as follows:

- "1 *As at 30 June and as at 30 September of the year in which the UEFA club competitions commence, the licensee must not have any overdue payables (as specified in Annex VIII) towards other football clubs as a result of transfers undertaken up to 30 June and up to 30 September respectively.*
- 2 *Every licensee must prove that it has no overdue payables as at 30 June. If a licensee has overdue payables as at 30 June of the year in which the UEFA club competitions commence or if otherwise requested by the UEFA Club Financial Control Body, then it must also prove that it has no overdue payables as at the 30 September.*
- 3 *Payables are those amounts due to football clubs as a result of transfer activities, including training compensation and solidarity contributions as defined in the FIFA Regulations on the Status and Transfer of Players, as well as any amount due upon fulfilment of certain conditions.*
- 4 *By the deadline and in the form communicated by the UEFA administration, the licensee must prepare and submit the transfers information, even if there have been no transfers/loans during the relevant period.*
- 5 *The licensee must disclose:*
  - a) *all new player registrations (including loans) in the 12 month period up to 30 June/30 September, irrespective of whether there is an amount outstanding to be paid at 30 June/30 September;*

- b) *all transfers for which an amount is outstanding to be paid at 30 June/30 September, irrespective of whether they were undertaken in the 12 month period up to 30 June/30 September or before; and*
  - c) *all transfers subject to a claim pending before the competent authority under national law or proceedings pending before a national or international football authority or relevant arbitration tribunal, as at 30 June/30 September.*
- 6 *The transfers information must contain the following as a minimum (in respect of each player transfer, including loans):*
- a) *Player (identification by name);*
  - b) *Date of the transfer/loan agreement;*
  - c) *Name of the football club that formerly held the registration;*
  - d) *Transfer (or loan) fee paid and/or payable (including training compensation and solidarity contributions) even if payment has not been requested by the creditor;*
  - e) *Other direct costs of acquiring the registration paid and/or payable;*
  - f) *Amount settled and payment date;*
  - g) *Balance payable as at 30 June/30 September in respect of each player transfer including the due date(s) for each unpaid element;*
  - h) *Conditional amounts (contingent liabilities) not yet recognised in the balance sheet as at 30 June/30 September; and*
  - i) *Amounts subject to any claim/proceedings pending.*
- 7 *The licensee must reconcile the total liability as per the transfers information to the figure in the financial statements balance sheet for 'Accounts payable relating to player transfers' (if applicable) or to underlying accounting records.*
- 8 *The transfers information must be approved by management and this must be evidenced by way of a brief statement and signature on behalf of the executive body of the licensee."*

28. Article 66 of the CL&FFP Regulations is worded as follows:

- "1 *As at 30 June and as at 30 September of the year in which the UEFA club competitions commence, the licensee must not have any overdue payables (as specified in Annex VIII) in respect of its employees (as defined in paragraphs 2 and 3 of Article 50).*
- 2 *Every licensee must prove that it has no overdue payables as at 30 June. If the licensee has overdue payables as at 30 June of the year in which the UEFA club competitions commence or if otherwise requested by the UEFA Club Financial Control Body, then it must also prove that it has no overdue payables as at 30 September.*

- 3 *By the deadline and in the form communicated by the UEFA administration, the licensee must prepare and submit a declaration confirming the absence or existence of overdue payables in respect of employees.*
- 4 *The licensee must disclose:*
  - a) *all employees for which an amount is outstanding to be paid as at 30 June/30 September; and*
  - b) *all employees in respect of which there is a claim pending before the competent authority under national law or proceedings pending before a national or international football authority or relevant arbitration tribunal as at 30 June/30 September.*
- 5 *The following information must be given, as a minimum, in respect of each overdue payable towards employees, together with an explanatory comment:*
  - a) *Name of the employee;*
  - b) *Position/function of the employee;*
  - c) *Start date;*
  - d) *End date (if applicable);*
  - e) *Balance overdue as at 30 June/30 September, including the due date for each overdue element; and*
  - f) *Amounts subject to any claim/proceedings pending.*
- 6 *The declaration must be approved by management and this must be evidenced by way of a brief statement and signature on behalf of the executive body of the licensee.”*

29. According to Article 66bis of the CL&FFP:

1. *As at 30 June and as at 30 September of the year in which the UEFA club competitions commence, the licensee must not have any overdue payables (as specified in Annex VIII) towards social/tax authorities as a result of contractual or legal obligations in respect of its employees as defined in Article 50.*
2. *Every licensee must prove that it has no overdue payables as at 30 June. If the licensee has overdue payables as at 30 June of the year that the UEFA club competitions commence or if otherwise requested by the UEFA Club Financial Control Body, then it must also prove that it has no overdue payables as at 30 September.*
3. *By the deadline and in the form communicated by the UEFA administration, the licensee must prepare and submit a declaration confirming the absence or existence of overdue payables towards social/tax authorities.*
4. *The following information must be given, as a minimum, in respect of each overdue payable towards social/tax authorities, together with an explanatory comment:*
  - a. *Name of the creditor;*

- b. *Balance overdue as at 30 June/30 September, including the due date for each overdue element; and*
- c. *Amounts subject to any claim/proceedings pending.*

5. *The declaration must be approved by management and this must be evidenced by way of*

30. Article 72 of the CL&FFP Regulations reads that:

*“1 The UEFA Club Financial Control Body at all times bears in mind the overall objectives of these regulations, in particular to defeat any attempt to circumvent these objectives.*

*2 Any breach of these regulations may be dealt with by UEFA in accordance with the Procedural rules governing the UEFA Club Financial Control Body.”*

31. Annex VIII of the CL&FFP Regulations defines the notion of “overdue payables” as follows:

*“1. Payables are considered as overdue if they are not paid according to the agreed terms.*

*2. Payables are not considered as overdue, within the meaning of these regulations, if the licence applicant/licensee (i.e. debtor club) is able to prove by 31 March (in respect of Articles 49, 50 and 50bis) and by 30 June and 30 September (in respect of Articles 65, 66 and 66bis) respectively that:*

*a) it has paid the relevant amount in full; or*

*b) it has concluded an agreement which has been accepted in writing by the creditor to extend the deadline for payment beyond the applicable deadline (note: the fact that a creditor may not have requested payment of an amount does not constitute an extension of the deadline); or*

*c) it has brought a legal claim which has been deemed admissible by the competent authority under national law or has opened proceedings with the national or international football authorities or relevant arbitration tribunal contesting liability in relation to the overdue payables; however, if the decision making bodies (licensor and/or UEFA Club Financial Control Body) consider that such claim has been brought or such proceedings have been opened for the sole purpose of avoiding the applicable deadlines set out in these regulations (i.e. in order to buy time), the relevant amount will still be considered as an overdue payable; or*

*d) it has contested to the competent authority under national law, the national or international football authorities or the relevant arbitration tribunal, a claim which has been brought or proceedings which have been opened against it by a creditor in respect of overdue payables and is able to demonstrate to the reasonable satisfaction of the relevant decision-making bodies (licensor and/or UEFA Club Financial Control Body) that it has established reasons for contesting the claim or proceedings which have been opened; however, if the decision-making bodies (licensor and/or UEFA Club Financial Control Body) consider the reasons for contesting the claim or proceedings which have been opened as manifestly unfounded the amount will still be considered as an overdue payable; or*



- e) *it is able to demonstrate to the reasonable satisfaction of the relevant decision making bodies (licensor and/or UEFA Club Financial Control Body) that it has taken all reasonable measures to identify and pay the creditor club(s) in respect of training compensation and solidarity contributions.”*

32. Part (e) of Annex XI of the CL&FFP Regulations states that:

*“As part of its considerations, the UEFA Club Financial Control Body may also take into account extraordinary events or circumstances beyond the control of the club which are considered as a case of force majeure.”*

33. In accordance with Article 21 of the Procedural Rules:

- 6. *The CFCB chairman invites the defendant to submit its written observations within a suitable time limit.*
- 7. *After the submission of the written observations, no further documents may be submitted to the adjudicatory chamber by the defendant, except in exceptional circumstances and with the consent of the CFCB chairman*

34. Under Article 27 of the Procedural Rules:

*“The adjudicatory chamber may take the following final decisions:*

- a) *to dismiss the case; or*
- b) *to accept or reject the club’s admission to the UEFA club competition in question; or*
- c) *to impose disciplinary measures in accordance with the present rules; or*
- d) *to uphold, reject, or modify a decision of the CFCB chief investigator.”*

35. Under Article 28 of the Procedural Rules:

*“The adjudicatory chamber determines the type and extent of the disciplinary measures to be imposed according to the circumstances of the case.”*

36. Article 29(1) of the Procedural Rules provides the following scale of disciplinary measures that may be imposed on a club (being a defendant who is not an individual):

- a) *warning,*
- b) *reprimand,*
- c) *fine,*
- d) *deduction of points,*
- e) *withholding of revenues from a UEFA competition,*
- f) *prohibition on registering new players in UEFA competitions,*
- g) *restriction on the number of players that a club may register for participation in UEFA competitions, including a financial limit on the overall aggregate cost of the*

*employee benefits expenses of players registered on the A-list for the purposes of UEFA club competitions,*

*h) disqualification from competitions in progress and/or exclusion from future competitions,*

*i) withdrawal of a title or award.”*

37. According to Article 29(3) of the Procedural Rules, such disciplinary measures may be combined.

#### **PART V – Factual and Legal Appreciation by the CFCB Adjudicatory Chamber**

38. Having examined the evidence, in particular the findings of the CFCB Chief Investigator, FC Targu Mures's monitoring documentation and the Observations, the CFCB Adjudicatory Chamber determines that the Club had overdue payables towards employees and social/tax authorities of six hundred and thirty thousand Euros (€630,000) as at 30 June 2015 and towards other football clubs, employees and social/tax authorities of one million one hundred and twenty-two thousand Euros (€ 1.122.000) as at 30 September 2015.

39. The CFCB Adjudicatory Chamber acknowledges that FC Targu Mures has paid some of the total overdue payables identified as at 30 June 2015 and as at 30 September 2015. However, such payments were only made after the assessment deadlines had passed.

40. Accordingly, the CFCB Adjudicatory Chamber determines that FC Targu Mures has breached Articles 65(1), 66(1) and 66bis (1) of the CL&FFP Regulations, as a result of having overdue payables towards employees and social/tax authorities as at 30 June 2015 and towards other football clubs, employees and social/tax authorities as at 30 September 2015.

#### **PART VI – Disciplinary Measures**

41. The CFCB Adjudicatory Chamber stresses the importance of the objectives of the CL&FFP Regulations which include the protection of creditors by ensuring that clubs settle their liabilities punctually and, thus, the protection of the long-term viability and sustainability of European football (in this regard, see CAS 2013/A/3453 FC Petrolul Ploiesti v. UEFA, paragraph 79).

42. It appears from the Observations that due to an alleged litigation claim the Club's bank accounts were blocked up to the amount of Lei 7.053.000, approximately 1.5 million Euros, apparently impeding the Club to pay the overdue payables in timely manner. Notwithstanding this situation, so the Club, they concluded debt assignments contracts with the players and staff, mainly by transferring part of its TV rights to the latter, to be allegedly paid on January/February directly by the Romanian Professional Football League.

43. In addition, the Club notes that it's payment capacity was impacted as a result of the decision of the Romanian Professional Football to reward only a part from the total amount of money owed for TV rights in relation to the second place achieved at the domestic league during the season 2014/2015.

44. CFCB Adjudicatory Chamber notes that no piece of evidence has been attached in support of the Club's Observations sent on 23 November 2015.

45. Taking the above into account, the CFCB Adjudicatory Chamber deems that the Club has failed to provide any explanation supported by evidence in respect of such amounts nor how its financial situation can reasonably be expected to improve in order to bring the Club into compliance with Articles 65, 66 and 66bis of the CL&FFP Regulations in the near future. Furthermore, the CFCB Adjudicatory Chamber notes the material increase of these overdue payables in just three months. Such a trend highlights that the Club has not been able to deal with its financial difficulties. This is the kind of situation that the CL&FFP Regulations are designed to address, as stressed in Article 2(2) of the CL&FFP Regulations.
46. Having due regard to the circumstances of the case, an exclusion from the next UEFA club competition for which the Club would qualify in the next three (3) seasons (i.e. the 2016/17, 2017/18 and 2018/2019 seasons) and a fine of fifty thousand Euros (€50,000) are appropriate penalties.
47. Nevertheless, FC Targu Mures should be given a chance to achieve financial stability and, therefore, the exclusion from UEFA club competitions will be lifted if the Club is able to prove by 31 January 2016 that it has paid the amounts that were identified as overdue payables as at 30 September 2015 (i.e. one million, one hundred and twenty-two thousand Euros (€1,122,000)).
48. Costs of one thousand and five hundred Euros (€1,500) are required to be paid by FC Targu Mures, in accordance with Article 32(2) of the Procedural Rules.
49. The conservatory measure imposed by the CFCB Investigatory Chamber (as referred to in Paragraph 9(c) of this Decision) will no longer be in force upon payment of the fine referred to in Paragraph 46 of this Decision.

## **PART VII – Operative part**

50. The CFCB Adjudicatory Chamber hereby decides:
  1. **FC Targu Mures has breached Articles 65(1), 66(1), and 66bis (1) of the CL&FFP Regulations.**
  2. **To exclude FC Targu Mures from participating in the next UEFA club competition for which it would otherwise qualify in the next three (3) seasons (i.e. the 2016/17, 2017/18 and 2018/19 seasons), unless the Club is able to prove by 31 January 2016 that it has paid the amounts that were identified as overdue payables on 30 September 2015 (i.e. one million, one hundred and twenty-two thousand Euros (€1,122,000)).**
  3. **To impose a fine of fifty thousand Euros (€50,000) on FC Targu Mures.**
  4. **The conservatory measure imposed by the CFCB Investigatory Chamber (as referred to in Paragraph 9(c) of this Decision) will no longer be in force upon payment of the fine referred to in Paragraph 3 of this Operative part.**
  5. **FC Targu Mures is to pay one thousand five hundred Euros (€1,500) towards the costs of these proceedings.**
  6. **The costs of proceedings and the fine must be paid into the bank account indicated below within thirty (30) days of communication of this Decision to FC Targu Mures.**

**7. This Decision is final and shall be notified to:**

- a) FC Targu Mures;**
- b) the Romanian Football Federation;**
- c) the CFCB Investigatory Chamber; and**
- d) the UEFA Administration.**

51. This Decision may be appealed in writing before the Court of Arbitration for Sport (the "CAS") in accordance with Article 34(2) of the Procedural Rules and Articles 62 and 63 of the *UEFA Statutes*. According to Article 62(3) of the *UEFA Statutes*, the time limit for appeal to CAS is ten days from the receipt of this Decision.



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