

UEFA CLUB FINANCIAL CONTROL BODY

Adjudicatory Chamber

DECISION

in case

AC-01/2015

Pallohonka Oy

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, 27th February 2015

PART I – Introduction

1. On 16 January 2015, the acting Chief Investigator of the UEFA Club Financial Control Body (the “CFCB”) referred the case of Pallohonka Oy (“Honka” or the “Club”) to the CFCB Adjudicatory Chamber.
2. In the present Decision, the CFCB Adjudicatory Chamber examines, *inter alia*, whether Honka breached Article 66 of the *UEFA Club Licensing and Financial Fair Play Regulations – Edition 2012* (the “CL&FFP Regulations”) as a result of failing to prove that it had no overdue payables towards employees and social/tax authorities as at 30 June 2014 and 30 September 2014.
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 acting CFCB Chief Investigator

4. The Football Association of Finland (the “SPL-FBF”) was required to submit Honka’s completed monitoring documentation (comprising financial information as at 30 June 2014) by the 15 July 2014 deadline set by the UEFA Administration.
5. Honka did not submit any monitoring documentation to the SPL-FBF and so the SPL-FBF was unable to comply with this requirement. The Club indicated that it had failed to submit any information to the SPL-FBF because of a lack of personnel.
6. On 24 July 2014, the UEFA Administration confirmed to Honka that the Club had failed to submit its completed monitoring documentation (comprising financial information as at 30 June 2014) by the relevant deadline and encouraged the Club to return such completed monitoring documentation without further delay.
7. On 15 August 2014, Honka suggested to the UEFA Administration that the Club’s failure to submit its monitoring documentation (comprising financial information as at 30 June 2014) in accordance with the relevant deadline was because of the small size of its administration.
8. On 25 and 26 August 2014, the CFCB Investigatory Chamber met in order to assess the case of Honka. The acting CFCB Chief Investigator confirmed that the Club had failed to return its completed monitoring documentation (comprising financial information as at 30 June 2014) in accordance with the deadline set by the UEFA Administration. The acting CFCB Chief Investigator concluded that this omission should be considered a deliberate attempt to hide overdue payables that existed as at 30 June 2014 and, consequently, determined that Honka was in breach of “indicator 4” as defined in Article 62(3) of the CL&FFP Regulations.
9. Accordingly, on 3 September 2014, the acting CFCB Chief Investigator asked Honka (in accordance with Articles 65(8) and 66(6) of the CL&FFP Regulations) to submit updated monitoring documentation (comprising financial information as at 30 September 2014) in order to prove that the Club had no overdue payables towards other football clubs, employees and/or social/tax authorities as at 30 September 2014, such updated monitoring documentation to be submitted to the SPL-FBF (and, in turn, the UEFA Administration) by no later than 15 October 2014.
10. On 5 September 2014, the UEFA Administration contacted Honka to again remind the Club to submit its monitoring documentation (comprising financial information as at 30 June 2014) as soon as possible.

11. Although the SPL-FBF submitted Honka's updated monitoring documentation (comprising financial information as at 30 September 2014) in accordance with the 15 October 2014 deadline set by the UEFA Administration, the SPL-FBF informed the UEFA Administration that it had been unable to assess and validate such documentation because Honka had not complied with the internal deadline for submission set by the SPL-FBF.
12. This updated monitoring information included self-declarations by Honka indicating a total amount of overdue payables of two hundred and three thousand Euros (€203,000) as at 30 September 2014, such total amount comprising:
 - (a) overdue payables towards employees of seventy-six thousand Euros (€76,000); and
 - (b) overdue payables towards social/tax authorities of one hundred and twenty-seven thousand Euros (€127,000).
13. Such updated monitoring documentation also indicated that fifty-three thousand Euros (€53,000) of the overdue payables referred to in Paragraph 12(a) of this Decision had been paid after 30 September 2014. Taking this payment into account, twenty-three thousand Euros (€23,000) of such overdue payables towards employees remained unpaid as at 15 October 2014.
14. At the same time as it submitted Honka's updated monitoring documentation (comprising financial information as at 30 September 2014) to the UEFA Administration, the SPL-FBF also indicated that the Club had still not submitted its monitoring documentation (comprising financial information as at 30 June 2014).
15. On 19 October 2014, and therefore well after the 15 July 2014 deadline by which the Club's completed monitoring documentation (comprising financial information as at 30 June 2014) was to be submitted to the UEFA Administration, Honka submitted the relevant monitoring documentation to the SPL-FBF (and in turn to the UEFA Administration). This monitoring information included self-declarations by Honka indicating a total amount of overdue payables of two hundred and thirty-nine thousand Euros (€239,000) as at 30 June 2014, such total amount comprising:
 - (a) overdue payables towards employees of sixty-three thousand Euros (€63,000); and
 - (b) overdue payables towards social/tax authorities of one hundred and seventy-six thousand Euros (€176,000).
16. Such monitoring documentation also indicated that twenty-nine thousand Euros (€29,000) of the overdue payables referred to in Paragraph 15(a) of this Decision had been paid between 30 June 2014 and 15 July 2014.
17. On 3 November 2014, Honka informed the UEFA Administration that the remainder of the overdue payables towards employees (as at 30 September 2014) referred to in Paragraph 13 of this Decision had been paid in full.
18. On 5 November 2014, Honka informed the UEFA Administration that:

- (a) sixty-seven thousand Euros (€67,000) of the overdue payables towards social/tax authorities (as at 30 September 2014) referred to in Paragraph 15(b) had been paid; and
 - (b) the obligation to pay forty-one thousand (€41,000) of the overdue payables towards social/tax authorities (as at 30 September 2014) referred to in Paragraph 15(b) of this Decision had been deferred.
- 19. Taking the payments and deferral referred to in Paragraphs 13, 17 and 18 of this Decision into account, twenty-thousand Euros (€20,000) of the overdue payables referred to in Paragraph 12 of this Decision remained unpaid as at 5 November 2014.
- 20. On 6 November 2014, the CFCB Investigatory Chamber met in order to assess the overall overdue payables position of Honka. The acting CFCB Chief Investigator alleged that Honka had breached:
 - (a) Articles 65(3) and 66(2) of the CL&FFP Regulations, as a result of having failed to submit its completed monitoring documentation (comprising financial information as at 30 June 2014) in accordance with the 15 July 2014 deadline set by the UEFA Administration; and
 - (b) Articles 66(1) and 66(6) of the CL&FFP Regulations, as a result of having overdue payables towards employees and social/tax authorities of two hundred and thirty-nine thousand Euros (€239,000) as at 30 June 2014 and two hundred and three thousand Euros (€203,000) as at 30 September 2014.
- 21. Having regard to the circumstances of the case and the alleged breaches of the CL&FFP Regulations referred to in Paragraph 20 of this Decision, the acting CFCB Chief Investigator used his discretion under Article 14(1)(c) of the *Procedural rules governing the UEFA Club Financial Control Body – Edition 2014* (the “Procedural Rules”) to propose to Honka that the Club should pay a fine. The acting CFCB Chief Investigator also decided that, should Honka refuse to pay this proposed fine, the Club’s case would be referred to the CFCB Adjudicatory Chamber for resolution in accordance with Article 14(1)(d) of the Procedural Rules.
- 22. On 5 December 2014, Honka notified the UEFA Administration that the Club refused to consent to the proposed fine referred to in Paragraph 21 of this Decision.
- 23. Based on the above findings, on 16 January 2015, the acting CFCB Chief Investigator decided to refer the case to the CFCB Adjudicatory Chamber in accordance with Article 14(1)(d) of the Procedural Rules. The acting CFCB Chief Investigator alleged that Honka had breached:
 - (a) Articles 65(3) and 66(2) of the CL&FFP Regulations as a result of having failed to return its completed monitoring documentation as at 30 June 2014 in accordance with the deadline set by the UEFA Administration; and
 - (b) Articles 66(1) and 66(6) of the CL&FFP Regulations as a result of having failed to prove that it had no overdue payables towards employees and social/tax authorities as at 30 June 2014 and 30 September 2014.

Further, the acting CFCB Chief Investigator suggested that a fine of at least forty thousand Euros (€40,000) be imposed on Honka if the CFCB Adjudicatory Chamber found that the Club had committed such breaches.

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

24. 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.
25. On 19 January 2015, the CFCB Chairman informed Honka of the opening of the judgment stage (in accordance with Article 19(3) of the Procedural Rules).
26. Pursuant to Article 20(1) of the Procedural Rules, Honka was invited to submit its written observations by no later than 29 January 2015.
27. The Club did not make any submission and did not request an oral hearing
28. The members of the CFCB Adjudicatory Chamber deliberated confidentially by correspondence, in accordance with Article 24(2) of the Procedural Rules, after the quorum of judges required by Article 25(1) of the Procedural Rules was attained

PART IV – Applicable Rules and Regulations

29. The case concerns alleged contraventions of the CL&FFP Regulations.
30. The CL&FFP Regulations establish a club licensing system for UEFA club competitions and are intended to achieve the financial fair play objectives set out in Article 2(2) of the CL&FFP Regulations, i.e.:
 - 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 players, 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.”*
31. Under Article 54 of the CL&FFP Regulations:
 - ¹ *The monitoring process starts on submission by the licensor of the list of licensing decisions to the UEFA administration and ends at the end of the licence season.*
 - ² *It consists of the following minimum key steps:*
 - a) *issuing of the monitoring documentation to the licensor and licensee;*
 - b) *return of the required completed monitoring documentation by the licensee to the licensor;*
 - c) *assessment and confirmation of the completeness of each licensee’s documents by the licensor;*
 - d) *submission of the validated documentation by the licensor to the UEFA administration;*
 - e) *assessment of the documentation by the UEFA Club Financial Control Body;*

f) *if appropriate, request for additional information by the UEFA administration or UEFA Club Financial Control Body;*

g) *decision by the UEFA Club Financial Control Body as specified in the relevant provisions of the Procedural rules governing the UEFA Club Financial Control Body*

³ *The deadline for the submission of the validated documentation to the UEFA administration is communicated to the licensors in a timely manner by the UEFA administration.”*

32. Article 56 of the CL&FFP Regulations provides that:

“The licensee must:

a) *cooperate with the licensor and the UEFA Club Financial Control Body in respect of their requests and enquiries;*

b) *provide the licensor and the UEFA Club Financial Control Body with all necessary information and/or relevant documents to fully demonstrate that the monitoring requirements are fulfilled, as well as any other document requested and deemed to be relevant for club monitoring decision-making (the reporting entity or combination of entities in respect of which information is required to be provided must be the same as for club licensing);*

c) *promptly notify the licensor in writing about any subsequent events that constitute a significant change to the information previously submitted to the licensor.”*

33. Article 62(3)(iv) of the CL&FFP Regulations provides that:

³ *If a licensee exhibits any of the conditions described by indicators 1 to 4, it is considered in breach of the indicator:*

...

iv) Indicator 4: Overdue payables

The licensee has overdue payables as of 30 June of the year that the UEFA club competitions commence as further defined in Articles 65 and 66.”

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

¹ *The licensee must prove that as at 30 June of the year in which the UEFA club competitions commence it has no overdue payables (as specified in Annex VIII) towards other football clubs as a result of transfer activities undertaken up to 30 June.*

² *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.*

³ *By the deadline and in the form communicated by the UEFA administration, the licensee must prepare and submit the transfer payables information, even if there have been no transfers/loans during the relevant period.*

⁴ *The licensee must disclose all transfer activities (including loans) undertaken up to 30 June, irrespective of whether there is an amount outstanding at 30 June. In addition, the licensee must disclose all transfers subject to legal proceedings before a national or international sporting body, arbitration tribunal or state court.*

- ⁵ *The transfer payables 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) *The 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 at 30 June in respect of each player transfer;*
 - h) *Due date(s) for each unpaid element of the transfer payables; and*
 - i) *Conditional amounts (contingent liabilities) not yet recognised in the balance sheet as of 30 June.*
- ⁶ *The licensee must reconcile the total liability as per the transfer payables table to the figure in the financial statements balance sheet for 'Accounts payable relating to player transfers' (if applicable) or to underlying accounting records.*
- ⁷ *The transfer payables 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.*
- ⁸ *If the licensee is in breach of indicator 4 as defined in Article 62(3), then it must also prove that, as at the following 30 September, it has no overdue payables towards other football clubs as a result of transfer activities undertaken up to 30 September. Paragraphs 2 to 7 above apply accordingly."*

35. Article 66 of the CL&FFP Regulations provides that:

- ¹ *The licensee must prove that as at 30 June of the year in which the UEFA club competitions commence it has no overdue payables (as specified in Annex VIII) towards its employees and/or social/tax authorities (as defined in paragraphs 2 and 3 of Article 50) that arose prior to 30 June.*
- ² *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 employees and social/tax authorities.*
- ³ *The following information must be given, as a minimum, in respect of each overdue payable towards employees, together with explanatory comment:*
- a) *Name of the employee;*
 - b) *Position/function of the employee;*
 - c) *Start date;*
 - d) *Termination date (if applicable); and*

e) *Balance overdue as at 30 June, including the due date for each overdue element.*

4 *The following information must be given, as a minimum, in respect of each overdue payable towards social/tax authorities, together with explanatory comment:*

a) *Name of the creditor;*

b) *Balance overdue as at 30 June, including the due date for each overdue element.*

5 *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.*

6 *If the licensee is in breach of indicator 4 as defined in Article 62(3), then it must also prove that, as at the following 30 September, it has no overdue payables (as specified in Annex VIII) towards employees and/or social/tax authorities that arose prior to 30 September. Paragraphs 2 to 5 above apply accordingly.”*

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

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

37. 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 and 50) and by 30 June and 30 September (in respect of Articles 65 and 66) 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.”*

38. Article 14(1) of the Procedural Rules provides that:

“1 At the end of the investigation, the CFCB chief investigator, after having consulted with the other members of the investigatory chamber, may decide to:

- a) dismiss the case; or*
- b) conclude, with the consent of the defendant, a settlement agreement; or*
- c) apply, with the consent of the defendant, disciplinary measures limited to a warning, a reprimand or a fine up to a maximum amount of €100,000; or*
- d) refer the case to the adjudicatory chamber”*

39. 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.”*

40. 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.”

41. Article 29(1) of the Procedural Rules provides the following scale of disciplinary measures that may be imposed against a club (being a defendant who is not an individual) in respect of such club’s infringement of the CL&FFP Regulations:

- “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”.*

42. 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

43. Having examined the evidence (in particular the findings of the acting CFCB Chief Investigator and the Club's submissions), the CFCB Adjudicatory Chamber considers that Honka has breached Articles 56(a), 65(3), 66(1), 66(2) and 66(6) of the CL&FFP Regulations.

Breach of Articles 66(1) and 66(6) of the CL&FFP Regulations

44. The CFCB Adjudicatory Chamber determines that the Club had overdue payables towards employees and social/tax authorities of two hundred and thirty-nine thousand Euros (€239,000) as at 30 June 2014 and two hundred and three thousand Euros (€203,000) as at 30 September 2014 (as described in Paragraphs 12 and 15 of this Decision).
45. Honka has not provided any explanation justifying these outstanding amounts and the CFCB Adjudicatory Chamber notes that the balance of overdue payables towards employees and social/tax authorities did not materially improve between the two assessment dates.
46. The CFCB Adjudicatory Chamber acknowledges that Honka has paid some of the overdue payables towards employees and social/tax authorities identified as at 30 June 2014 and as at 30 September 2014. However, notwithstanding that such remedial action was indeed necessary, such payments were only made after the relevant assessment deadlines had passed.
47. Based on the above findings, it is clear that Honka has breached Articles 66(1) and 66(6) of the CL&FFP Regulations.

Breach of Articles 56(a), 65(3) and 66(2) of the CL&FFP Regulations

48. With regard to the breach of Articles 65(3) and 66(2) of the CL&FFP Regulations, the CFCB Adjudicatory Chamber notes that Honka submitted its monitoring documentation (comprising financial information as at 30 June 2014) well after the relevant assessment deadline (as described in Paragraph 15 of this Decision).
49. Concerning the breach of Article 56(a) of the CL&FFP Regulations, under this provision the clubs are specifically obliged to "*cooperate with the licensor ... in respect of their requests and enquiries*". This requirement has not been satisfied by Honka in respect of its updated monitoring documentation (comprising financial information as at 30 September 2014) since this documentation was not submitted by the Club in accordance with the internal deadline set by the SPL-FBF (as described in Paragraph 11 of this Decision).
50. It follows from the foregoing that the club has breached Articles 56(a), 65(3) and 66(2) of the CL&FFP Regulations.

PART VI – Disciplinary Measures

51. In cases such as this, it is particularly important to underline the objectives of the CL&FFP Regulations which include, *inter alia*, 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).

52. Articles 65 and 66 of the CL&FFP Regulations play a key role in this respect, and any disciplinary measure imposed on a club which has breached these Articles must serve as a sufficient deterrent to discourage other clubs from doing the same.
53. The CFCB Adjudicatory Chamber has stressed on several occasions that the disclosure obligations under the CL&FFP Regulations are essential to assess the financial situation of the clubs which take part in UEFA club competitions. Therefore, such disclosures have to be correct, accurate and timely, otherwise the whole Club Licensing and Financial Fair Play system would be undermined (CFCB, 14 January 2013, case AC-09/2012, *FK Vojvodina Novi Sad*, paragraph 32; CFCB, 20 December 2013, case AC-05/2013, *SIA Skonto FC*, paragraph 31; CFCB, 5 June 2014, case AC-01/2014, *FK Crvena Zvezda*, paragraph 138). In the present case, the CFCB Adjudicatory Chamber does not consider Honka to have made its disclosures in a correct, accurate and timely manner for the reasons set out above.
54. In addition, the Club's suggestion that it was late in making its submissions because of the small size of its administrative function is a poor excuse for the absence of timely disclosures. The CFCB Adjudicatory Chamber recalls in this respect that a club's lack of skilled personnel and resources cannot justify a failure to submit information to the licensor in accordance with the deadlines set by the UEFA Administration. Clubs of many different sizes and with varying levels of staff and resources are subject to the CL&FFP Regulations, nevertheless the overwhelming majority of such clubs comply with the monitoring requirements without issue. Thus, it would be contrary to the principle of equal treatment to allow Honka to behave differently because of operational and staffing issues (see in this regard, CFCB, 19 December 2014, case AC-06/2014, *Panevėžio Futbolo Klubas Ekranas*, paragraph 47).
55. Further, in the present case, the CFCB Adjudicatory Chamber also takes a dim view of the Club's failure to comply with the internal deadline set by the SPL-FBF for the submission of Honka's updated monitoring documentation (comprising financial information as at 30 September 2014). Not only did this result in the UEFA Administration receiving potentially inaccurate disclosures from the Club, but it also placed the licensor in the position of being unable to comply with its own obligations under Articles 54(2)(c) and (d) of the CL&FFP Regulations (since the SPL-FBF did not have time to comply with the "key steps" of assessment, confirmation and validation set out in those provisions). The CFCB Adjudicatory Chamber is keen to stress that the licensors play a fundamental role in the monitoring process under the CL&FFP Regulations (in this regard, see CFCB, 20 March 2013, case AC-01/2013, *PZPN*, paragraph 68). The clubs, as licensees, must not (by their acts or omissions) frustrate the essential disclosures process under the CL&FFP Regulations or put the licensors in breach of any of their obligations to the UEFA Administration.
56. Generally speaking, the importance of deadlines cannot be overstated. On this particular issue, reference is made to the jurisprudence of the Court of Arbitration for Sport (the "CAS") which has recognised that deadlines in the context of the CL&FFP Regulations are fundamental and must be applied consistently in order to secure equal treatment among participants in UEFA competitions. Thus, for example, in case CAS 2008/A/1579, *Fudbalski Klub Zemun v. UEFA* (par. 4.5.), the Panel stated that "(...) for the (good) organisation of any competition, deadlines are inevitable and such deadlines need to be met by all clubs (...). Therefore, the clubs do not only have to fulfil the material requirements set in the regulations, but they need to meet these conditions on a certain date".

57. Having due regard to the circumstances of the case, the CFCB Adjudicatory Chamber considers an exclusion from the next UEFA club competition for which Honka would otherwise qualify in the next three (3) seasons (i.e. the 2015/16, 2016/17 and 2017/18 seasons) and a fine of twenty thousand Euros (€20,000) to be appropriate penalties.
58. At the same time, in order to give Honka a chance to achieve financial stability, the exclusion from UEFA club competitions will be lifted if the Club is able to prove by 15 June 2015 that it has paid the amounts that were identified as overdue payables as at 30 September 2014 (i.e. two hundred and three thousand Euros (€203,000)).
59. In addition, costs of one thousand and five hundred Euros (€1,500) are required to be paid by Honka, in accordance with Article 32(2) of the Procedural Rules.

PART VII – Operative part

60. The CFCB Adjudicatory Chamber hereby decides:
 1. **Honka has breached Articles 56(a), 65(3), 66(1), 66(2) and 66(6) of the CL&FFP Regulations.**
 2. **To exclude Honka from participating in the next UEFA club competition for which it would otherwise qualify in the next three (3) seasons (i.e. the 2015/16, 2016/17 and 2017/18 seasons), unless the Club is able to prove by 15 June 2015 that it has paid the amounts that were identified as overdue payables on 30 September 2014 (i.e. two hundred and three thousand Euros (€203,000)).**
 3. **To impose a total fine of twenty thousand Euros (€20,000) on Honka.**
 4. **Honka is to pay one thousand and five hundred Euros (€1,500) towards the costs of these proceedings.**
 5. **The fine and costs of proceedings must be paid into the bank account indicated below within thirty (30) days of communication of this Decision to Honka.**
 6. **This Decision is final and shall be notified to:**
 - a) **Honka;**
 - b) **the Football Association of Finland;**
 - c) **the CFCB Investigatory Chamber; and**
 - d) **the UEFA Administration.**
61. This Decision may be appealed in writing before 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.



J. N. Cunha Rodrigues
CFCB Chairman

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