

CAS 2024/A/10550 AZ Alkmaar v. Union des Associations Européennes de Football (UEFA)

ARBITRAL AWARD

delivered by

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Mr. Hervé Le Lay, Attorney-at-Law in Paris, France
Arbitrators: Mr. Manfred Peter Nan, Attorney-at-Law in Amsterdam, the Netherlands
Mr. Francesco Macrì, Attorney-at-Law in Piacenza, Italy

in the arbitration between

AZ Alkmaar, Alkmaar, the Netherlands
Represented by Mr. Hugo Wolterink, General Counsel of AZ Alkmaar, Alkmaar, the Netherlands

- Appellant -

and

Union des Associations Européennes de Football (UEFA), Nyon, Switzerland
Represented by Mr. Emanuel Cortada and Mr. Basil Kupferschmied, Bär & Karrer AG, Zurich, Switzerland

- Respondent -

* * * * *

I. THE PARTIES

1. AZ Alkmaar (“**Appellant**” or the “**Club**”) is a professional football club with registered office in Alkmaar, the Netherlands, and member of the Royal Netherlands Football Association (“**KNVB**”), which in turn is a member of the Union des Associations Européennes de Football (“**UEFA**”).
2. UEFA (or “**Respondent**”) is the governing body of European football, with its registered office in Nyon, Switzerland.
3. Appellant and Respondent are collectively referred to as the “**Parties**”.

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts selected by the Panel after thorough review and consideration of the Parties’ written and oral submissions and adduced evidence in its entirety. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts and allegations may be set out, where relevant, in connection with the discussion of law and merits that follows.

A. Background Facts

5. On 5 October 2023, the Appellant and Legia Warszawa (“**Legia**” or the “**Away Team**”) played a UEFA Europa Conference League group stage match in Alkmaar, the Netherlands (the “**Match**”).
6. As preparations for the Match, the Club coordinated security and logistics with the police, the Public Prosecution Service and the municipality of Alkmaar.
7. Before the Match, there were several altercations, which were reported by the UEFA officials:

UEFA Match Delegate’s report:

“The UEFA security officer reported me just before the match:

Incidents:

About 1945hrs, a large number of away fans attacked the police at the away entrances and a number of ticketless fans forcid [sic.] entry to the stadium.”

Additional UEFA Match Delegate’s report:

“The UEFA security officer reported me:

Incidents on MD before kick off

About 1945hrs, a large number of away fans were within the pen area directly outside the away entrance gates and turnstiles. It is strongly believed that some of the fans were ticketless as there seemed to be little control at the ticket distribution inside the pen area.

He then witnessed a large group at the front of the pen area right next to the turnstiles suddenly start to shout very loudly and en-masse, storm the gates and turnstiles, giving entry to the stadium. The Police Commander later advised him that this was a coordinated action on command and, in his view, was to facilitate ticketless fans gaining entry to the stadium.

The disturbance lasted about 5 minutes, during which time, the police deployed gas to regain control of the situation.

During the incident, the away fans attacked a number of police officers stealing some equipment such as batons and ammunition (but not the weapons). They also attacked 1 police officer in particular who was knocked unconscious for a few minutes. There are 2 videos from the UEFA Security Officer of this incident.”

UEFA Safety Officer MD-1 Report:

“About 1945hrs, a large number of away fans were within the pen area directly outside the away entrance gates and turnstiles. It is strongly believed that some of the fans were ticketless as there seemed to be little control at the ticket distribution inside the pen area.

I then witnessed a large group at the front of the pen area right next to the turnstiles suddenly start to shout very loudly and en-masse, storm the gates and turnstiles, giving entry to the stadium. The Police Commander later advised me that this was a coordinated action on command and, in his view, was to facilitate ticketless fans gaining entry to the stadium.

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8. Despite the altercations described above, the Match took place without any further incidents.
9. Nonetheless, the Alkmaar’s police ordered to carry out after the Match, a staggered exit of people from the stadium, starting with the Club’s fans, then the Away Team’s fans and finally the people that were on the main building. The players’ locker rooms, as well as the main guests, such as the Away Team’s chairman, were located on this building.
10. At a certain point, during the exit procedure of the stadium, the Away Team found itself divided, with part of the team, personnel and staff in the bus, and others inside the building, facing a closed gate and surrounded by police and safety officers. At that point

an altercation occurred between the police, the security of the Club and members of the Away Team. as reported by the UEFA officials:

UEFA Match Delegate's report:

"The security officer from the away team contact [sic.] us on the 6-10-2023 at 00.20 Hr in the stadium. She declared that the away team was attacked by te [sic.] security services from the home team. The police commander gave a different version of the events stating that a member of the security team from AZ had been assaulted by someone from the Legia team. See additional report."

Additional UEFA Match Delegate's report:

"The police have reported that 2 players from Legia and the CEO have been in a confrontation with stewards and police and 1 of the Security Team from AZ has been taken to hospital with a suspected broken arm.

In the meantime, Legia representatives came back to the Delegates office to report that security and police had attacked their players and their CEO.

The Police Commander came to the Delegates room and explained there would now be an investigation.

In the meantime, 2 players from Legia have been arrested by the police as part of the investigation.

The players had already had their shower and were looking to leave in their bus at the time of the incident."

The "UECL SO Post-Match Phase (Full-Time) Report", submitted by the UEFA Security Officer:

"As the away fans were being allowed to leave the stadium, the stadium authorities and police requested that all people in Zone 1 refrain from leaving the stadium until it was safe to do so.

As the away players were trying to leave the stadium to get to the team bus, there has been some sort of altercation between some of their players and officials and the security personnel and police.

The Legia Main contact returned to the Delegates office to report to the Security Officer and Delegate that some players and officials of the club had been assaulted by the security and police.

The Security Officer contacted the Police Match Commander who immediately attended the Delegate's Office and advised the Delegate, Security Officer and Legia Main Contact that video evidence had captured the incident and that on the instruction of the City Prosecutor who had viewed the video footage in the Stadium Control Room, 2 people from Legia would be arrested on suspicion of assault (a security agent had suffered a suspected broken arm in the altercation) and held in custody under Dutch Law, pending enquiries.

It transpired that 2 players from Legia were arrested and taken to a nearby Police Station where they remained overnight as an investigation into what happened was launched by the police."

11. The incident was also described by the so-called "Alkmaar Triangle" or "Local Triangle" – comprised of the mayor of Alkmaar, Alkmaar's police chief and Alkmaar's public

prosecutor – in its memo to the Club’s general manager, dated 6 December 2023 “*reporting events surrounding AZ-Legia on October 5, 2023*”, signed by Alkmaar’s Mayor (the “Local Triangle Memo”):

“Exit and withdrawal procedure.

Just before the end of the match, the triangle decided to keep the Legia Warsaw supporters in the visitors’ section during a so-called withdrawal procedure and to let the AZ supporters leave the stadium first to avoid mixing of fan flows and a possible confrontation. . [sic.] The triangle also decided to keep all attendees in the main building of the stadium to prevent additional traffic in the parking lot around the stadium and to maintain public order and safety. After the AZ supporters had left the stadium grounds, the supporters of Legia Warschau leaving the stadium in a regulated manner. Afterwards the main building was also released. In this way, safety for the outflowing public could be guaranteed. The triangle wanted to prevent the public (and therefore also the officials and players) from getting into disturbances where there was a risk that tear gas would have to be used again, for example. Skirmishes occurred when visitors from Legia Warsaw were also involved and an AZ security employee was injured. This had led to the arrest of two Legia Warsaw players.”

12. The report of the Chief Inspector of the Alkmaar police, attached to the memo of the Alkmaar Triangle (the “Police Chief Addendum”) also described the events:

“Security of Legia delegation.

Due to the brutal violence prior to the match, it was expected that an escalation would take place between supporters and police and the supports themselves after the march. Measures have been taken to prevent this and to allow everyone to leave the stadium safely after the match. One of these measures was to close off the main building. The boards and players of both clubs, as well as (main) sponsors and supporters, were present in the main building. In view of the possible escalation to be expected, the police have instructed the AZ security organization not to let anyone outside from the main building. This is to guarantee safety for everyone and the delegation in particular. The riot police were also onsite at the main entrance to maintain order and guarantee safety (including the players and supervisors of Legia). As far as we know, the safety of the Legia delegation was never in danger.

Behavior of Legia chairman [...] and players.

Following the decision taken earlier, skirmishes and assaults took place at the exit of the stadium near the Legia players’ bus. Two players were ultimately arrested for this. However, Legia’s chairman, [...], also played a notable role. His behavior was of such a nature that it was possible punishable, given the commotion at the scene, it was not decided to arrest him immediately. [...]”

13. Part of the above circumstances are shown in the 44 second-long video recording provided as evidence by the UEFA.

14. On 6 October 2023, two Ethic and Disciplinary Inspectors (“**EDIs**”) were appointed to conduct a disciplinary investigation in accordance with Article 31(4) of the UEFA Disciplinary Regulations (“**UEFA DR**”), with regard to the incident.
15. On 11 October 2023, both the Club and the Away Team were invited by the EDIs to make submissions concerning the incident and provide evidence they may wish to support their positions. The EDIs also requested the Club to provide the stadium CCTV footage available of the day of the Match.
16. On 17 October 2023, both clubs submitted their respective positions.
17. On 22 November 2023, the EDIs issued their report, which stated, *inter alia*, the following:

“49. After a thorough analysis of the evidence available, it has been possible to establish the following relevant facts by the undersigned EDIs:

- a. The stadium where the Match took place was locked down after part of the Legia delegation had left, but before everyone from the visiting team had safely left the stadium;*
- b. The stadium control where the Match took place was transferred to the police;*
- c. The closure of the stadium created great tension among the members of the Legia delegation and the security team of AZ, riot police, and masked security guards, which posed an obvious risk to the safety of the visiting team;*
- d. The Legia president was pushed and pulled by members of the riot police, and there was no evidence from the footage that he had adopted “ultra-aggressive” behaviour;*
- e. Despite the transfer of stadium control from its management to the police, AZ failed to prove compliance with the provisions of article 8(1) SSR, which states that the match organiser and relevant police force must agree on the structure of command and control for the event and ensure that this is clearly documented and outlining the different circumstances.*

50. In the present case, the undersigned EDIs are of the view that the safe and smooth departure of the visiting team was severely hindered by the tense situation caused by the closure of the stadium, which resulted in the Legia delegation being divided between those who were already on the bus and those who were locked in the stadium. The fact that the Legia president was pushed and shoved by the riot police, where there is no evidence that he had a violent or threatening attitude, corroborates that the safety of the visiting team was indeed undermined by the AZ’s failure for not adequately preventing and preparing for this situation.

51. In light of all the above, the undersigned EDIs conclude that AZ failed to prove that it has not been negligent in any way in the organisation of the Match. Consequently, AZ should be held responsible for the violation of Art. 16(1) DR in conjunction with Arts. 8 and 23.01 SSR for failing to ensure the safety of the visiting team during its departure from the stadium.

On the basis of their findings, the EDIs concluded that they requested the CEDB to “1) *open disciplinary proceedings against the Club for the incidents that occurred after the Match.* 2) *To find AZ Alkmaar responsible for the violation of Art. 16(1) DR in conjunction with Arts. 8 and 23.01 SSR.* 3) *To fine AZ Alkmaar for the violation of Art. 16(1) DR in conjunction with Arts. 8 and 23.01 SSR.*”

B. Proceedings before the UEFA Control Ethics and Disciplinary Body (“CEDB”)

18. On 22 November 2023, disciplinary proceedings were opened against the Club for a possible violation of Article 16(1) DR in conjunction with Article 8 and Article 23.01 of the UEFA Safety and Security Regulations (“UEFA SSR”). On 13 December 2023, the CEDB issued a decision (the “**CEDB Decision**”), which stated, *inter alia*, the following:

“[...]

27. *In the present case, the CEDB is of the opinion that the safe and smooth departure of the visiting team was severely hindered by the division of Legia’s delegation, that caused unnecessary and avoidable confrontations between Legia’s delegation and the security personnel present at the stadium and the police, who acted in an aggressive manner which impacted the safety of the visiting team. In this respect, while acknowledging that also the local authorities played their part in such flawed organisation of safety and security, the CEDB considers that it is the Club who is responsible for not adequately informing in advance about the lock-down of the stadium to the away team.*

28. *Further, aside from the obvious safety and security risks to the visiting team who were held in separate parts of the stadium, the CEDB considers it to be particularly intolerable that the president of Legia was being pushed by the police and security members. Having analysed the available video footage, the CEDB cannot agree with the explanations given by the Club in this respect, i.e. that such escalation of aggression by the security personnel of the Club would have been caused by Legia’s president. In view of the CEDB, the behaviour of the Club’s security personnel is unacceptable and cannot be tolerated in UEFA competitions. Instead of ensuring the safety of the visiting team, the CEDB notes that the safety of Legia’s president was even put in danger.*

29. *In light of the above, the CEDB concludes that there are enough elements to consider that Club, negligently, failed to ensure the safety of the visiting team when the latter was departing the stadium. Consequently, the Club shall be held responsible for the violation of Articles 16(1) DR and 23.01 SSR and must be punished accordingly.”*

19. The CEDB Decision imposed the following sanction:

“1. *To fine AZ Alkmaar € 40,000 for its failure to ensure the safety of the visiting team.*

2. *The above fine must be paid into the bank account indicated below within 90 days of communication of this decision.”*

20. On 20 December 2023, the CEDB Decision was notified to the Club.
21. On 21 December 2023, the Club declared its intention to appeal against the CEDB Decision and on 10 January 2024, the Club filed its grounds for appeal.

C. Proceedings before the UEFA Appeals Body

22. On 5 February 2024, the UEFA Appeals Body issued its decision (the “**Appealed Decision**”).
23. The Appeals Body found that:

“the Appeals Body is of the opinion that the lack of proper communication, the division of Legia’s delegation, the presence of excessive security and police agents, some of them wearing masks, was the origin of the escalated tension and the incident between the security staff and Legia’s delegation.

29. At this point, the Appeals Body recalls that according to Article 16(1) DR, clubs are liable for incidents of any kind unless they can prove that they have not been negligent in any way in the organisation of the match. In this respect, the Appeals Body considers that the Appellant has not proved in the present case that it has not been negligent in any way.

30. In conclusion, the Appeals Body considers that the Appellant was negligent in the organisation of the security of the Match, which led to the visiting team being divided, which caused the escalation of the tension and the altercations between Legia’s delegation and the police.”

24. The operative part of the Appealed Decision provides as follows:

“1. The appeal lodged by AZ Alkmaar is rejected. consequently, the UEFA Control, Ethics and Disciplinary Body’s decision of 13 December 2023 is confirmed.

2. The costs of the proceedings, totalling €1,000 are to be paid by the Appellant. The amount is set off against the appeal fee already paid.”

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

25. On 6 May 2024, the Appellant filed a Statement of Appeal before the Court of Arbitration for Sport (“CAS”) against the Respondent with respect to the Appealed Decision, pursuant to Articles R47 and R48 of the CAS Code of Sports-related Arbitration (2023 edition) (the “**CAS Code**”) and Article 62 of the UEFA Statutes. In the Statement of Appeal, the Appellant nominated Mr. Manfred Peter Nan, Attorney-at-Law in

Amsterdam, the Netherlands, as arbitrator and requested English as language of the proceedings.

26. On 17 May 2024, the Respondent nominated Mr. Francesco Macrì, Attorney-at-Law in Piacenza, Italy, as arbitrator.
27. On 10 June 2024, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code.
28. On 11 June 2024, CAS Court Office acknowledged receipt of the Appellant's Appeal Brief and granted the Respondent a time limit of 20 days to file its Answer.
29. On 22 July 2024, the Respondent submitted its Answer to the Appeal Brief in accordance with Article R55 of the CAS Code.
30. On 23 July 2024, the CAS Court Office informed the Parties that the case file would be transmitted on that same date to the Panel appointed by the Deputy President of the CAS Appeals Arbitration Division, which is constituted as follows:

President: Mr. Hervé Le Lay, Attorney-at-Law in Paris, France

Arbitrators: Mr. Manfred Peter Nan, Attorney-at-Law in Amsterdam, the Netherlands

Mr. Francesco Macrì, Attorney-at-Law in Piacenza, Italy

31. On 31 July 2024, the CAS Court Office informed the Parties that, pursuant to Article R57 of the CAS Code, the Panel had decided to hold a hearing on 20 September 2024 and enquired about the Parties' availability on this date. The CAS Court Office also noted that the Appellant requested in its Appeal Brief that the UEFA Safety and Security Officer, [...], be called to appear as a witness and be available for cross-examination at the hearing and invited the Respondent to comment on this issue.
32. On 7 August 2024, Respondent submitted the following comments on [...] being heard as witness:

"UEFA does not consider necessary that the UEFA Safety and Security Officer [...] be heard as a witness at the hearing. In its Post-Match Phase Report, submitted by UEFA with the Answer to the Appeal Brief as Exhibit R-8, [...] has already described the incidents associated with the departure of the away team. The occurrence of these incidents as well as the factual content of the Post-Match Phase Report are undisputed. For this reason, the presence of [...], as witness of fact, is not necessary for the resolution of the dispute."

33. On 9 August 2024, on behalf of the Panel, the CAS Court Office requested the Appellant to explain in more detail why it wanted to cross-examine [...] at the hearing, as it appeared from the Appeal Brief that the content of his report was not challenged.
34. On 13 August 2024, the Appellant stated that, in regard to the testimony of [...], the request was made prior to the Respondent's filing of its Answer, and that they defer to the Panel's discretion on determining whether [...] testimony could be material in the adjudication of this matter.
35. On 21 August 2024, the CAS Court Office informed the Parties that the Panel did not intend to call [...] as a witness at the hearing. Also, on that date, the CAS Court Office sent an Order of Procedure for the Parties to sign and return to the CAS Court Office by 4 September 2024.
36. Pursuant to several exchanges regarding the date of the hearing, the hearing was set to be held on 15 October 2024 by videoconference, pursuant to Article R57 of the CAS Code.
37. On 4 September 2024, the Parties returned duly signed copies of the Order of Procedure.
38. On 4 October 2024, Respondent provided its list of attendees for the hearing and on 8 October 2024, Appellant provided its list of attendees for the hearing.
39. On 9 October 2024, the Appellant requested that an additional exhibit be added to the file. This exhibit was described as follows:

“With reference to paragraph 2.25 of the Appeal Brief by A.Z. N.V., dated 10 June 2024, Legia Warszawa player [...] was convicted by the criminal judge of the Noord-Holland District Court, Haarlem, on 11 July 2024 for the assault of [...], an employee of AZ working as security personnel. The written judgment is not yet available. Therefore, we have provided attached the so-called Oral Judgment Record, which confirms the above, both in Dutch and (translated) in English. We believe that the inclusion of this Exhibit in the case file adds significant value, as it serves as evidence that a Legia Warszawa player was found guilty of assaulting AZ security personnel.”
40. On the same date, the CAS Court Office acknowledged receipt of the new information and granted the Respondent until 11 October 2024 to comment on it. No comments were received within that time limit from the Respondent. Nonetheless, the Respondent, during the hearing, accepted the incorporation of the new documents filed by the Appellant on 9 October 2024, stating that they did not believe it to be relevant.

41. On 15 October 2024, a hearing was held by videoconference. In addition to the members of the Panel and Mr. Bjorn Hessert, CAS Counsel, the following persons attended the hearing:
- 1) For the Appellant:
 - Mr. Hugo Hendrik Theodoor Wolterink, Head of Legal; and
 - Mr. Wouter van Zetten, Attorney-at-Law.
 - 2) For the Respondent:
 - Mr. Arturo Galván Tomillo, Legal Counsel;
 - Mr. Emanuel Cortada, Attorney-at-Law; and
 - Mr. Jonas Gürtler, Attorney-at-Law.
42. At the outset of the hearing, the Parties each confirmed that they had no objection to the composition of the Panel.
43. Mr. Jan-Dirk Dobber, head of security of the Appellant, witness called by the Appellant in its communication dated 8 October 2024, did not attend the hearing, therefore his statement was not heard.
44. Both Parties had full opportunity to present their cases, submit their arguments and answer the questions posed by the members of the Panel. At the end of the hearing, both Parties expressly stated that they did not have any objection with regard to the way the Panel had conducted the proceedings and that their right to be heard had been respected.

IV. SUBMISSIONS OF THE PARTIES

45. The following outline is a synthesis of the Parties' arguments and submissions which the Panel deems relevant to decide the present dispute. Although this summary does not comprise each and every contention advanced by the Parties and may not include explicit reference to all of their arguments, the Panel has nonetheless carefully considered all the submissions made by them. The Parties' written and oral submissions, documentary evidence, and the content of the Appealed Decision were all taken into consideration.

A. The Position of the Appellant

46. The Appellant's Appeal Brief contains the following requests for relief:

"REQUEST FOR RELIEF"

On account of all the foregoing, AZ Alkmaar respectfully requests the Court of Arbitration for Sport to issue an award ruling that:

- I. The appeal filed by AZ Alkmaar is upheld.*
- II. The decision rendered by the UEFA Appeals Body on 5 February 2024 is set aside.*

Subsidiarily

- III. The fine imposed on AZ Alkmaar is annulled and AZ Alkmaar is instead warned as to its future conduct.*

In all cases

- IV. The cost of the proceedings, if any, shall be entirely born by UEFA.*
- V. UEFA shall be ordered to pay to AZ Alkmaar a total amount of CHF 15,000 as a contribution towards its legal, evidentiary and administrative expenses incurred in these proceedings.”*

47. The Appellant’s submissions, in essence, may be summarized as follows:

- If the order to lockdown the stadium cannot be attributed to the Appellant, this fact alone must result in the annulment of the Appealed Decision.
- Compliance with Article 23.01 of the UEFA SSR:
 - The term “seek” in Article 23.01 of the UEFA SSR implies an effort to request collaboration of local police but does not require the achievement of safety as a guaranteed outcome. Thus, it suffices that the Club works towards ensuring safety.
 - The Appellant diligently maintained close communication with the police before, during, and after the match, thereby effectively complying with Article 23.01 of the UEFA SSR.
 - A systematic analysis of the UEFA SSR reveals that similar articles use stronger language, such as “must ensure,” indicating a higher compliance threshold compared to the term “seek” in Article 23.01 of the UEFA SSR.
 - The rationale behind this distinction is the recognition that clubs do not possess authority over police actions; therefore, they are not expected to exercise control over law enforcement.
 - Additionally, UEFA acknowledges the authority of police forces *ex officio*, as evidenced by Article 32.02 of the UEFA SSR.

- Compliance with Article 16(1) of the UEFA DR:
 - The need to prove a lack of negligence differentiates this provision from strict liability in other regulations.
 - The distinction between Article 16(1) of the UEFA DR and other provisions requires the Club to have acted “negligently” to incur liability.
 - The burden of proof lies with UEFA to show that the Appellant acted negligently, as no regulatory presumption exists in this Article.
 - Negligence is defined as the failure to exercise the degree of care expected of an ordinary person in similar circumstances, with several key elements to establish it: (i) failure to exercise a degree of care, (ii) foreseeable and unreasonable risk, and (iii) a causal link between the two.
 - These elements are not met, as the Appellant adequately planned for the match despite communication challenges with the Away Team. Furthermore, any resulting harm was not due to a lack of preparation on the Club’s part; the Away Team violated agreed arrangements (e.g., failing to use designated transportation, aggressive behavior of fans, players and directives etc.).
- Assessment of Risks:
 - The stadium lockdown was executed to ensure the safety of all attendees, including players and staff. The presence of riot police and the Club’s security was intended to maintain public order.
 - The safety of the Away Team’s players and staff was not compromised. Thus, the Appellant should not be held vicariously liable for police actions.
 - It is infeasible to expect the Appellant to control police behaviour. It is contradictory to require clubs to respect instructions from local authorities while simultaneously holding them ultimately accountable for the Match’s security.
 - The Respondents’ position is inconsistent: while they recognize the lockdown as a necessary measure, they claim not to have the competence to assess the appropriateness of local authorities’ actions.
 - The Appellant argues that because it has no authority over police actions, strict liability concepts do not apply to Article 16(1) of the UEFA DR.
- Legal Constraints on Club Control:

Legally, the Appellant cannot control police behaviour. The order to maintain public order was binding, and failure to comply could result in penalties under Dutch law. Disregarding the Mayor’s order to prevent the separation of the Legia delegation would have subjected the Appellant to potential criminal liability.

- Conclusion:
The Club acted with due diligence in terms of security management and in compliance with UEFA Regulations. The lack of negligence on the part of the Club is demonstrated through:
 - The proactive efforts to communicate and seek cooperation from local authorities and police.
 - Adequate preparation for match security, despite challenges posed by the Away Team's non-compliance with agreed arrangements.
 - A clear distinction recognized by UEFA that clubs cannot control police actions, which absolves them of liability for police-related incidents.

B. The Position of the Respondent

48. The Respondent's Answer contains the following requests for relief:

"UEFA respectfully request the honourable CAS:

- (i) *To reject the Appeal of Appellant in the proceedings CAS 2024/A/10550 AZ Alkmaar v. Union des Associations Européennes de Football (UEFA) in its entirety and to confirm the Appealed Decision;*
- (ii) *In any event, to order Appellant to pay an amount of at least CHF 30'000 as contribution to the costs and expenses incurred by UEFA."*

49. The Respondent's submissions, in essence, may be summarized as follows:

- Inadequate Match Organization: The Appellant, as the host club, failed to adequately prepare for the Match. This inadequacy included the lack of sufficient safety measures, particularly concerning the environment surrounding the exit of the visiting team after the match. UEFA expects all home clubs to create an environment that ensures the safety of competing teams and their personnel.
- Violations of Regulatory Framework: The regulatory frameworks are designed to ensure not just adherence to rules, but to create a safe environment for all involved in UEFA competitions. The perceived failure by the Club to uphold these regulations is central to the case.
 - Article 16(1) of the UEFA DR states that host clubs are responsible for maintaining order and security both inside and outside the stadium before, during, and after matches. They must ensure a safe environment for all

participants, which includes players, officials, and fans. Appellant violated this provision:

- **Inadequate Security Measures:** During the post-match period, the Club's security did not effectively control the environment around the stadium. Reports indicated that there were insufficient clear protocols in place to manage the departure of Legia's delegation and fans. This failure to ensure a structured and safe exit directly led to altercations.
 - **Failure to Manage Altercations:** The presence of a conflict involving their security personnel, police, and Legia's delegation points to negligence. Specifically, the aggressive confrontations – including physical adjustments made towards Legia's President by security – indicate a severe organizational failure. Such behaviour and lack of crowd and safety management directly breached their responsibilities under Article 16(1) of the UEFA DR.
- Article 23.01 of the UEFA SSR requires that the match organizer (in this case, the Appellant) must seek the cooperation of local police to ensure the safety of the visiting team during their travel to and from the match, which includes all necessary measures to prevent incidents. Appellant violated this provision:
- **Poor Communication with Police and Delegation:** Reports indicate that there was a failure to coordinate effectively with local authorities regarding the security protocols during the departure of Legia's delegation. Not properly communicating critical decisions like the sudden lockdown of the stadium – prevented the visiting team from exiting safely.
 - **Inadequate Response to Security Needs:** The incidents exhibited a failure to establish necessary security measures in collaboration with the police. Instead of providing a safe corridor for Legia's players and delegation to leave, the approach taken resulted in division and confusion, contributing to the escalated tension that culminated in physical confrontations.
- **Evidence of Negligence:** The evidence collected during disciplinary proceedings – comprising official reports, testimonies, and video footage – paints a clear picture of negligence on the Appellant's part. The findings of both the CEDB and Appeals Body highlight that the Appellant did not adequately respond to pre-existing safety risks, further establishing negligence during and after the match. Key evidence include:
 - **Official Reports:** Reports from UEFA officials that document how the situation escalated, detailing the lack of organized planning for the departure of the Away Team's delegation. These reports confirm a failure to manage security

effectively, which directly contributed to the chaotic and dangerous conditions during departure.

- Video Evidence: video footage that underscores the altercations, reinforcing that the incidents were not isolated but indicative of a systemic failure in managing safety.
- Justification of the sanction:
 - The sanction imposed is not only appropriate but necessary, due to the severity of the violations and the potential risk to individuals, such a fine is vital for accountability.
 - The fine also serves a dual purpose: penalizing the offending Club and deterring future violations by all clubs. Failure to impose significant penalties could lead to complacency in safety measures across events.

V. JURISDICTION

50. The jurisdiction of CAS is not disputed by the Parties and derives from:

- (a) Article 62 of the UEFA Statutes: “[a]ny decision taken by a UEFA organ may be disputed exclusively before the CAS in its capacity as an appeals arbitration body, to the exclusion of any ordinary court or any other court of arbitration”.
- (b) Article R47 of the CAS Code, which provides as follows: “[a]n appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body”.

51. The jurisdiction of CAS is further confirmed by the Order of Procedure duly signed by the Parties.

52. Accordingly, the Panel is satisfied that that CAS has jurisdiction to decide on the present dispute.

VI. ADMISSIBILITY

53. Article R49 of the CAS Code provides, in its relevant parts, as follows:

“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against.”

54. The Statement of Appeal was filed within the deadline of 10 days provided by Article 62(3) of the UEFA Statutes and stated in the Appealed Decision. It complies with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee.
55. Furthermore, Respondent has not raised any objection regarding the admissibility of the appeal.
56. The appeal is therefore admissible.

VII. APPLICABLE LAW

57. Article R58 of the CAS Code provides as follows:

“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”

58. Article 63(2) of the UEFA Statutes provides that “[p]roceedings before the CAS shall take place in accordance with the Code of Sports-related Arbitration of the CAS.”
59. Article 64 of the UEFA Statutes provides that “[t]hese Statutes shall be governed in all respects by Swiss law.”
60. Both Parties agree that the dispute shall be adjudicated based on the applicable UEFA Statutes, UEFA rules and regulations and, subsidiarily, Swiss law.
61. Therefore, the law applicable to the dispute is the applicable UEFA Statutes, UEFA rules and regulations and, subsidiarily, Swiss law.

VIII. MERITS

62. The questions to be resolved by this Panel in deciding the dispute between the Parties are the following:

- Was the Appellant negligent under the terms of Article 16(1) of the UEFA DR?
- Did the Appellant violate Article 23.01 of the UEFA SSR and put in risk the safety of the Away Team's players, staff and directives?
- If the answer to a) and/or b) is affirmative, then, was the sanction imposed by UEFA on Alkmaar appropriate in accordance with Article 23 of the UEFA DR?

A. Alleged Violation of Article 16(1) of the UEFA DR:

63. Article 16(1) of the UEFA DR provides as follows:

“Host clubs and national associations are responsible for order and security both inside and around the stadium before, during and after matches. All associations and clubs shall comply with the obligations as defined in the UEFA Safety and Security Regulations. They are liable for incidents of any kind and may be subject to disciplinary measures and directives unless they can prove that they have not been negligent in any way in the organisation of the match.”

64. Under Article 16(1) of UEFA DR, UEFA bears the initial burden of proof in demonstrating any order and security incident that may warrant disciplinary sanction. Once the incident(s) is/are established, liability of the host club is presumed without proving negligence or fault being required. However, as already stated by previous CAS panels with whom this Panel agrees, such presumption does not amount to strict liability since the club may discharge its liability by proving absence of negligence in the organization of the match.
65. The Panel acknowledges that, as provided by Article 24(2) of the UEFA DR, the standard of proof to be applied is the comfortable satisfaction of the Panel.
66. In view of the evidence adduced in this arbitration, the Panel considers that it is established that there was an order and security incident after the Match.
67. The Panel notes that at the hearing, the Respondent characterized the incident as being constituted by the Away Team being divided during the stadium exit procedure with part of the team being kept inside the stadium in front of gates and surrounded by police and club security personnel, and the other part of the team being inside its bus, as well as by the pushing and pulling by Alkmaar police officers and security personnel of members of

the Away Team, specifically [...]. It is unchallenged by the Club, that the Away Team had been divided and that an altercation between [...] and police officers occurred, as evidenced by CCTV video footage.

68. The Panel considers that the division of the Away Team is not, *per se*, an order and security incident. However, in view of the video footage of the altercation, the Panel considers that [...] being pushed and pulled by police does constitute an incident within the meaning of Article 16(1) of the UEFA DR. The Panel also notes that the situation and altercation which involved players and club officials from the Away Team, as well as the internal security of the Club and local police officers during the exit procedure of the stadium, resulted in one of the Club's safety officers being injured and two Legia players being taken by the local police. The Panel considers this constituting further evidence of the circumstances qualifying as an incident with the meaning of Article 16(1) of the UEFA DR.
69. While Legia officials may bear responsibility for certain actions, and the Parties and those actions in fact led to disciplinary sanction, this does not affect the fact that an incident happened. In other words, the issue here at hand is not if the Away Team acted wrong or not, it is whether an incident within the meaning of Article 16(1) of the UEFA DR occurred.
70. In view of the above, the Panel considers that an incident within the meaning of Article 16(1) of the UEFA DR occurred. Consequently, the Club is presumed to have been negligent under Article 16(1) of UEFA DR and the burden of proving lack of negligence in the organization of the Match lies with the Appellant.
71. The Panel therefore turns to whether the Club proved that it was not negligent in the organization of the Match.
72. The standard to assess absence of negligence must be considered alongside the obligations of the host clubs regarding organisation of matches outlined in the SSR. The Panel also acknowledges that Article 16(1) of the UEFA DR refers to absence of negligence "*in any way*" in the organization of the match, thereby setting a high standard for the host club. However, as explained above, Article 16(1) UEFA DR does not provide for strict liability and a high standard cannot be interpreted or applied in a way that would amount to a *de facto* strict liability.
73. The Appellant argues that it cannot be held responsible for the incident since it involves the police in the context of a stadium lockdown decision by the local authorities and the

Club is obliged to comply with police orders as per Dutch law. However, the Panel finds that it cannot discharge the Club based on this circumstance alone as it is the host club's responsibility to provide a safe environment and incidents involving police action may be the result of negligence in the host club organization of the match. The fact that the incident is a result of police orders or actions does not, *per se*, discharge the host club's burden of proof of absence of negligence under Article 16(1) of the UEFA DR.

74. In its fact finding, the Panel gave due weight to reports from UEFA officials and police officials and facts reported therein, including the Local Triangle Memo and the Police Chief Addendum which were not considered in the EDIs report. The Panel highlights that Article 45 of the UEFA DR, which was referred to by both Parties, and provides for a presumption of accuracy of facts reported in official UEFA reports: *"Facts contained in official UEFA reports are presumed to be accurate. Proof of their inaccuracy may, however, be provided."*
75. The occurrence of the incident is established. However, albeit high, the obligations and standard of the duty of care do not require the Club to anticipate every possible scenario. While the issue at stake before this Panel is not whether the Away Team breached its disciplinary obligations, the behaviour of Legia and its members can be circumstances relevant to the assessment of absence of negligence in the organization of the Match by the Club. In the matter at hand, the Panel finds that the specific circumstances where officials and players from the Away Team actively acted contrary to established protocols and instructions and actively challenged higher authorities' orders or security instructions is to be given due consideration when assessing whether the Club had been negligent in the organization of the Match.
76. The Panel notes that members of the Away Team actively engaged in confrontations with police and security personnel. Two police commanders who were on site at the time of the incident reported having witnessed players and members of the Away Team taking part in skirmishes and assaults against police and security personnel at the exit of the stadium, two being arrested by police for such acts. The police commanders further reported about a group of Away Team members insulting and shouting at police. No compelling evidence was adduced contradicting these statements or supporting any misbehaviour, or non-compliance with the local Triangle order, on the part of the Club's security personnel. The Panel also notes that the UEFA Delegate reported that *"the security services had to continuously adjust their actions before, during and after the match. The reason was the lack of information from the away team"* and that the Away Team did not respond to repeated emails from the UEFA Security Officer and Delegate,

the local police and the Club. No compelling evidence was adduced contradicting this statement.

77. The Club had a framework in place regarding the safety and security of matches, namely the “Local Agreement for Football and Safety Alkmaar”. It is established by this document that there was a written framework agreed beforehand between the Club and the Mayor of Alkmaar, the police chief of the Alkmaar Police Unit and the public prosecutor with the football portfolio, North Holland district, to ensure the safety and security of the matches held in the Club’s stadium. This extensive document including several appendixes delineates and details procedures, organisation, responsibilities and the structure of command and such detailed organization of the match was not challenged by the Respondent as not complying with its Regulations at stake.
78. Evidence reviewed by the Panel demonstrates that the Club, *inter alia*, did coordinate with the local authorities in advance of the Match, and that coordination with local authorities also took place during the Match to adjust safety and security plans. Some coordination also took place with the visiting club even though as reported by UEFA officials, the latter failed to respond properly. UEFA officials’ reports state that the Match was well organized in terms of security. In particular, the UEFA Delegate Report for the Match ticks the “Meets the standards” box of the “Organisation” / “Match Preparation (home team)” section and states “*Well prepared match organisation. Good cooperation between all security actors.*” The UEFA Safety Officer also reported regarding “*Performance of private security from the home club*” that “*They did a good job in challenging circumstances.*” And regarding “police performance” that “[t]he police did an excellent job, especially with the challenges from the away team representatives who agreed to all arrangements in the planning for the match but were not good at sharing information or responding to requests for information.” Prior to the Match, as confirmed by the Parties during the hearing, a satisfactory security meeting took place.
79. In view of the above, the Panel considers that the evidence adduced before it regarding the Club’s security and safety organizational measures and the circumstances at hand demonstrate an absence of negligence from the Appellant in the organization of the Match.
80. Consequently, the burden of proof shifts and it is then incumbent on Respondent to prove negligence.
81. The Respondent’s factual case is, in essence, that the division of the Legia delegation triggered a risk to the safety of the Away Team, including its chairman. However, the

Panel considers that Respondent did not prove that the lockdown and the circumstance that the Legia delegation was divided resulted in a security threat. The Panel considers that the division of the team, which occurred during the exit procedure of the stadium, coordinated by the Alkmaar's police, does not create *per se* a security threat and there is no evidence that the team members' safety was at risk as a result.

82. The Panel also considers that the Club effectively communicated the security measures implemented for the safe evacuation of the stadium after the Match. This conclusion is supported by the UEFA Safety Officer MD-1 Report, which indicates that all public announcements were made in Dutch, Polish, and English, and the UEFA Match Delegate Additional Report, which states that “[a]s the away fans were being allowed to leave the stadium, the stadium authorities and police requested that all people in Zone 1 [Main Building] *refrain from leaving the stadium until it was safe to do so*”. Respondent has not provided evidence demonstrating that the communication of the exit procedure instructions was ineffective.
83. The Appealed Decision found that the Club had breached 23.01 of the UEFA SSR. It did not find breaches of other UEFA SSR provisions regarding the organization of the Match. The Respondent did not argue before the CAS that the Club would have breached other provisions of UEFA SSR regarding the organisation of the Match.
84. As explained below in the following section of this award, the Panel finds that the Club did not breach Article 23.01 of the UEFA SSR regarding the host club's obligation to seek the cooperation of local police to ensure safety and security of the visiting team and officials.
85. The Respondent has therefore not proven the inadequacy of the security measures taken by the Club and/or to establish that the Club was negligent in the implementation of those measures. The Respondent did not submit to the Panel convincing arguments and evidence to counter the evidence presented by the Club to establish a lack of negligence.
86. The Panel therefore considers that the Appellant has sufficiently demonstrated compliance with its duty of care in the organization of the Match and absence of negligence to meet its burden of proof under Article 16(1) of the UEFA DR and to shift the burden of proof so that it would be for the Respondent to prove specific negligence. However, the Respondent did not identify specific negligence in the organization of the Match, *a fortiori* it did not identify or evidence negligence which would have resulted in the incident.

87. Therefore, the Panel finds that the evidence and arguments presented, establish that the Club had not been negligent in any way in the organization of the Match.
88. Consequently, the Panel concludes that the Appellant did not breach Article 16(1) of the UEFA DR.

B. Alleged Violation of Article 23.01 of the UEFA SSR:

89. The issue at hand revolves around the interpretation and implementation of Article 23.01 UEFA SSR, which provides that “[t]he match organiser must seek the cooperation of the local police to ensure the safety of the visiting team and officials at their hotel and when travelling to and from training and to and from the match.”
90. The wording of this provision is clear and does not call for interpretation. Article 23.01 of the UEFA SSR clearly articulates that the match organizer, i.e. the Club, is to “seek the cooperation of the local police.”
91. The Club has presented evidence of the measures taken by or with the police before, during and after the Match which confirms the cooperation from the police in ensuring the safety of the Away Team, which include, *inter alia*, the following:
 - 1) The agreement entered between the Club and the local authorities, including the police prior to the Match.
 - 2) The security strategy that the Club proactively engaged, which included formal coordination with the local authorities, the UEFA and the Away Team, well in advance of the Match.
 - 3) The presence of police officers outside the stadium before, throughout and after the Match.
 - 4) The presence of local police and security members of the Club at the exit doors and around the Away Team bus and around the Away Team players and officials when the incident occurred.
92. The Panel believes the presence of police officers around the Away Team at the time of the incident are part of the operational safety measures coordinated with the Alkmaar police and was aimed at ensuring the safety of the Away Team and avoiding Legia players

and officials being involved in confrontations which were likely to happen around the stadium.

93. In view of the above, the Panel considers that the Club effectively coordinated with the local police to ensure the safety of the Away Team. Hence, the Club sought the cooperation of local police to ensure the safety of the Away team in the meaning of Article 23.01 of the UEFA SSR, fully complying with such obligation.
94. In view of the above, the Panel finds that the Appellant did not breach Article 23.01 of the UEFA SSR.

C. CONCLUSION

95. In view of the above findings that the Appellant has not breached Article 16(1) of the UEFA DR and Article 23.01 of the UEFA SSR, the Panel concludes that the Appealed Decision must be set aside.

IX. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 6 May 2024 by AZ Alkmaar against the decision issued on 5 February 2024 by the Appeals Body of the *Union des Associations Européennes de Football* (UEFA) is upheld.
2. The decision issued on 5 February 2024 by the Appeals Body of the *Union des Associations Européennes de Football* (UEFA) is set aside.
3. (...).
4. (...).
5. (...).

Seat of the arbitration: Lausanne, Switzerland

Date: 13 June 2025

THE COURT OF ARBITRATION FOR SPORT

Hervé Le Lay
President of the Panel

Manfred Peter Nan
Arbitrator

Francesco Macrì
Arbitrator