

CAS 2024/A/10918 Jonathan Dominic Finbar Beckett v. FIFA

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition

President: Mr Manfred Nan, Attorney-at-Law, Amsterdam, The Netherlands

Arbitrators: Mr Anthony Lo Surdo SC, Barrister, Sydney, Australia

Mr Wouter Lambrecht, Attorney-at-Law, Geneva, Switzerland

Ad hoc Clerk: Mr Dennis Koolaard, Attorney-at-Law, Amsterdam, The Netherlands

in the arbitration between

Jonathan Dominic Finbar Beckett, United Kingdom

Represented by Ms Kendrah Potts, Barrister, 4 New Square, Mr Daniel Lowen and Mr Jonathan Hyman, Solicitors, Level Law Ltd., London, United Kingdom

- Appellant -

and

Fédération Internationale de Football Association (FIFA), Zurich, Switzerland

Represented by Mr Miguel Liétard Fernández-Palacios, Director of Litigation, Mr Alexander Jacobs, Senior Legal Counsel, and Mr Luis Villas-Boas Pires, Head of Agents, Litigation Sub-Division, FIFA, Coral Gables, Florida, United States of America

- Respondent -

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I. PARTIES

1. Mr Jonathan Dominic Finbar Beckett (the “Appellant” or “Agent”) is a British football agent and co-owner of the football agency Areté Management Ltd. (also referred to as “Areté” or “Areté Ltd.”).
2. The *Fédération Internationale de Football Association* (the “Respondent” or “FIFA”) is an association under Swiss Law, with its registered headquarters in Zurich, Switzerland. FIFA is the governing body of football worldwide; The Agent and FIFA are hereinafter jointly referred to as the “Parties”.

II. INTRODUCTION

3. This matter concerns an appeal filed by the Agent against the decision rendered by the FIFA General Secretariat on 16 September 2024 (the “Appealed Decision”) to provisionally suspend the Agent’s licence and prevent him from submitting a new licence application until 17 January 2026 for having provided Football Agent Services before being granted a license.
4. The Agent is challenging the Appealed Decision before the Court of Arbitration for Sport (“CAS”), *inter alia*, requesting that it be set aside, whereas FIFA seeks a confirmation of the Appealed Decision.

III. FACTUAL BACKGROUND

5. Below is a summary of the main relevant facts and allegations based on the Parties’ written and oral submissions. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. Although the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in this arbitral award only to the submissions and evidence it considers necessary to explain its reasoning.

A. Background Facts

6. On 30 March 2021, the Agent and Mr Tommi Dylan Brooklyn O’Reilly (the “Player”) signed a representation agreement.
7. On 7 March 2022, the Agent represented the Player in relation to his first professional employment contract concluded with the English football club Aston Villa FC (“Aston Villa”).
8. On 1 February 2023, Areté Management Ltd. and the Player signed a new representation agreement, signed by Mr Simon Bayliff, player agent and CEO of Areté Management Ltd., on behalf of the latter.

9. On 21 December 2023, the English Football Association (“The FA”) announced that the FA Football Agent Regulations (the “FAFAR”) would enter into force on 1 January 2024, superseding The FA’s Working with Intermediaries Regulations, and giving effect in England to the FIFA Football Agent Regulations (the “FFAR”).
10. According to the Agent, in late 2023, he engaged in discussions with Aston Villa and the Player about a potential new employment contract for the Player.
11. On 30 December 2023, FIFA issued Circular 1873, confirming that certain provisions of the FFAR (including Article 21 FFAR) were to be temporarily suspended on a worldwide basis.
12. On 31 December 2023, The FA released an updated version of the FAFAR to reflect the contents of Circular 1873.
13. At all times up to 1 January 2024, the Agent remained a registered intermediary with The FA, entitling him to act for the Player in discussions with Aston Villa.
14. On 1 January 2024, the FFAR and the FAFAR came into effect. At that point in time, the Agent had not yet applied for or obtained a license from FIFA, as a consequence of which he was not a Football Agent in the context of the FFAR.
15. Between 8 and 19 January 2024, the Agent sent and received various emails with Aston Villa’s Academy Manager and Club Secretary about the possibility of extending the Player’s employment contract. It derives from these emails that various meetings took place. Almost all emails sent by the Agent contained the following text at the bottom: “*sent on behalf of Simon Bayliff cc'd*”.
16. On 12 January 2024, Mr Bayliff informed the Player, *inter alia*, as follows by email, with The FA in copy:

“I’m writing because FIFA / The FA have now introduced new regulations governing the activities of football agents. Amongst the new regulations is an obligation on each Intermediary (now known as a Football Agent) to be both licensed by FIFA (which I am, with FIFA license no. [...]), and registered with The FA as an FA Registered Football Agent (which I am, with FA Agent no. [...]).

A further requirement is that I write to you with reference to the ongoing representation contract between you and Areté Management Ltd dated 1st February 2023 (the ‘Representation Contract’). Whilst the new regulations have now been implemented, the Representation Contract remains in full force and effect. The agency is, however, required to write to you by way of this email, which I am copying to The FA, to inform you that I am, and will until further notice continue to be, the nominated FA Registered Football Agent who will provide the Football Agent Services (previously described in

the old regulations as ‘Intermediary Activity’) under the Representation Contract.”

17. On the same date, 12 January 2024, the Player replied as follows to the email of Mr Bayliff:

“Thanks mate 🙌”

18. On 13 January 2024, Mr Bayliff and the Player concluded a tripartite representation agreement between Mr Bayliff in person, Areté Management Ltd. and the Player.

19. According to the Agent, Mr Bayliff proceeded to provide the relevant Football Agent Services to the Player in January 2024. According to the Agent, his role was limited *“at this time to working for and providing assistance to Mr Bayliff, which role he undertook given that [the Agent] had the long-standing relationship with the Player and had already been in discussions with [Aston Villa] in relation to the Player”* and *“whilst Mr Bayliff was providing Football Agent Services on the proposed Transaction, [the Agent] continued to send and receive correspondence in relation to the Player on Mr Bayliff’s behalf [...]”*.

20. According to FIFA, *“[the Agent] attempted to circumvent the FFAR by replacing himself, on paper and purely formalistically, with Mr Bayliff in a ceremonial role as the official signatory while arguing that his own role in the transaction was purely administrative”*, while *“[the Agent] was, always, the main point of contact and correspondent of [Aston Villa] (and the Player) throughout the negotiations that he personally conducted”*.

21. On 19 January 2024, the Player concluded an extended employment contract with Aston Villa. The Agent attended the signing ceremony on behalf of Areté Management Ltd.

22. On 7 February 2024, The FA informed Aston Villa, *inter alia*, as follows:

“We write to you in relation to the [FAFAR]. In particular, this relates to the contract extension of [the Player] at [Aston Villa] dated 19th January 2024 (‘the Transaction’).

The AF1 submitted in respect of the Transaction details Simon Bayliff (FARA0178) of Arete Ltd (‘the Football Agent’) as having acted for the Player and the Club. The FA has been made aware that Joe Musker and [the Agent], both of Arete Ltd, but neither an FA Registered Football Agent, may have provided Football Agent Services in respect of the Transaction.

Based on this information, The FA is seeking the Clubs detailed observations in respect of the Regulations, including, but not limited to 6.1 [...].”

23. On 14 February 2024, Aston Villa provided its comments with respect to The FA’s enquiry.
24. On 27 March 2024, the Agent submitted a license application on the FIFA Agent Platform and confirmed that he complied with the eligibility requirements, which include, *inter alia*, the following requirement as per Article 5(1)(b) FFAR:

“[I]n the twenty-four months before the submission of a licence application, never have been found performing Football Agent Services without the required licence.”

25. On 2 April 2024, The FA informed Mr Bayliff, *inter alia*, as follows:

“We write to you in relation to potential breaches of the [FAFAR]. In particular, this relates to the following two Transactions (referred to as ‘the Transactions’):

- *The contract extension of [the Player] at [Aston Villa] dated 19th January 2024 (“the O’Reilly Transaction”).*

[...]

The FA has been made aware that [the Agent] of Arete Ltd, who is not registered as an FA Registered Football Agent, may have provided Football Agent Services in respect of the Transactions.

Based on this information, The FA is seeking your detailed observations in respect of the Regulations, including, but not limited to 3.5 and 6.1 [...].”

26. On 19 April 2024, Mr Bayliff provided his comments with respect to The FA’s enquiry.
27. On 30 May 2024, FIFA issued a license to the Agent, by means of which he became a Football Agent in the context of the FFAR.
28. On 14 August 2024, The FA informed Aston Villa as well as Mr Bayliff as follows:

“Having considered the particular facts and circumstances of this matter, The FA are of the view that [the Agent] performed Football Agent Services on the Transaction on behalf of Arete Ltd at a time where he was not permitted to do so. [...]

*However, given the particular facts and circumstances at the time of the Transaction, including, but not limited to, the uncertainty caused by the change in regulations, The FA have decided not to bring a disciplinary charge against [Aston Villa / Mr Bayliff] and instead issue [Aston Villa / Mr Bayliff] with a **Formal Warning**. [...]* (emphasis in original)

29. On 2 September 2024, The FA provided FIFA with a report following its investigation regarding a potential breach of the FAFAR by the Agent in relation to the extension of the employment contract between the Player and Aston Villa on 19 January 2024 (the “Employment” or the “Transaction”). The FA informed FIFA, *inter alia*, as follows:

“Please note that The FA has completed its investigation into a potential breach of the [FAFAR], in particular this related to the [Employment] of [the Player] at [Aston Villa].

It was alleged that an individual who was not a FIFA Licensed Football Agent (and therefore not an FA Registered Football Agent) performed football agent services on the Transaction.

The FAs investigation concluded that the [Agent] did perform football agent services on the Transaction.

The FA subsequently issued a formal warning to [Aston Villa] and Simon Bayliff of Arete Ltd [...] on 14th August 2024.

The [Agent] who performed football agent services was [the Agent] of Arete Ltd. He was not FIFA Licensed at the time but has subsequently obtained his license [...].

[...]

We therefore, are reporting the matter to you in accordance with 5.1.b of the FFAR which states:

‘1. An applicant must:

- b) in the twenty-four months before the submission of a license application, never have been found performing Football Agent Services without the required licence;’”*

B. The Proceedings before the FIFA General Secretariat

30. On 3 September 2024, FIFA, *inter alia*, informed the Agent as follows:

“As you know, all Football Agents must comply with the eligibility requirements at all times, as established by articles 5 and 17 [FFAR] and that failure to do so shall result in the automatic and provisional suspension of their licence in accordance with art. 17 para. 1 lit. a) of the FFAR.

In order to confirm that you comply with licence eligibility requirements pursuant to article 5 of the FFAR, please provide FIFA with the requested information below.

It appears that you provided Football Agent Services to the [Player], and/or the [Aston Villa] with respect to his employment contract extension with the referred club ('Employment').

Consequently, we kindly request that you provide us with the following information/documentation:

- 1. A brief summary of your position on the above-mentioned matter, in particular with respect to your role in this Employment.*
- 2. Any offer you provided with respect to this Employment.*
- 3. Any communications (e.g., emails, texts or WhatsApp messages) with respect to this Employment.*
- 4. Copy of any payments in connection with this Employment.”*

31. Also on 3 September 2024, FIFA informed Aston Villa as follows:

“We are reaching out to you concerning a potential breach of article 5 paragraph 1 b) of the [FFAR].

It appears that [the Agent] provided Football Agent Services to Aston Villa and/or the [Player], with respect to his employment contract extension with your club ('Employment').

Consequently, we kindly request that you provide us with the following information/documentation:

- 1) A brief summary of your position on the above-mentioned matter, in particular with respect to [the Agent] role in this Employment.*
- 2) Any offer provided to Aston Villa FC by any individual with respect to the Employment.*
- 3) Any communication (e.g., emails, texts or Whatsapp messages) with respect to the Employment.*
- 4) Copy of any payments made by your club in connection with this Employment.”*

32. On 10 September 2024, the Agent responded to FIFA’s request, *inter alia*, indicating the following:

“I firmly believe that I meet (and have always met) the eligibility requirements set out in article 5 of the FFAR. In particular, and with reference to the Transaction you have identified, I believe that from 1

January 2024 I did not in fact carry out any Football Agent Services (whether on behalf of [the Player] and/or the Club)."

33. On 12 September 2024, Aston Villa responded to FIFA's request, *inter alia*, indicating the following:

"It was, and is, our belief that [the Agent] assisted Mr Bayliff but the decision-making and negotiation on behalf of the Player was undertaken by Mr. Bayliff.

It is our understanding that [the Agent] acted as Mr. Bayliff's secretary in the transaction."

34. On 16 September 2024, the FIFA General Secretariat issued the Appealed Decision, including the grounds. The operative part provides as follows:

"30.1. the licence number 202405-6183 is provisionally suspended, as per article 17 par. 3 lit. a) of the FFAR.

30.2. the Agent is prevented to submit a new licence application in the agent platform until 17 January 2026.

30.3. this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes."

35. The grounds of the Appealed Decision provide as follows:

➤ *"Although the Agent denied the allegations, from the information available to the FIFA general secretariat, it shows that in January 2024, the Agent, at the time as an unlicensed individual, provided Football Agent Services to the Player, with respect to his employment contract extension with the Club, without the required licence, which makes him ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.*

➤ *More specifically, it is clear from the case file that [the Agent] provided Football Agent Services to the Player as per the evidence below:*

○ *There is communication on record between the Agent and the Academy Manager of the Club (Annex 3.2). Mark Harrison, and the Club Secretary, Sharon Barnhurst (Annex 3.5) which clearly reflects the purpose, objective and/or intention of concluding a transaction (i.e., a football player's employment contract extension), such as:*

▪ *Following a catch-up meeting with Mr. Harrison, on 9 January 2024 (late in the evening), [the Agent] answers to*

his email, about the Club's contract proposal to the Player, as follows: [...]

- *Again, the Agent answered to another email from Mr. Harrison on 10 January 2024 about the new contract proposals, after having spoken with the Player and attending a call with the Club: [...]*
 - *On 17 January 2024, the Agent answered, this time to the Club secretary about the agency fees and the Player employment contract as follows (Annex 3.5):*
- *The Agent states in his position that he 'was acting at all times under Simon's control and upon Simon's instruction' or that he 'was communicating his [Simon] views (...), as a PA would often do in a larger organization'. However, this seems unplausible considering that:*
- *The first communication from the Club regarding the Transaction was sent to the Agent, who appears to have previously discussed with the academy manager about the Player with no reference whatsoever to Simon Bayliff or any other licensed football agent at Areté (hereinafter 'Agency').*
 - *The Agent presents himself, in email communication, as 'Director' and 'Head of Talent Representation' of the Agency, and not as a personal assistant.*
 - *Never in any communication with the Club, did the Agent present himself as personal assistant of Simon Bayliff, nor did he ever refer to himself as such.*
 - *Further, the Agent is a minority shareholder of the Agency ('I also hold 20% of the shares (equity) of Areté'), which shows again the degree of responsibility and ownership of the Agency (and again, it clearly undermines the plausibility of the allegation that the Agent would simply be a personal assistant of Simon Bayliff).*
 - *Finally, it cannot be overlooked that the Agent was the main contact of the Club with respect to the Player.*
- *The fact that the Agent sent all his communications to Aston Villa FC 'on behalf of Simon Bayliff cc'd' does not change the fact that he, individually and directly provided Football Agent Services. First, there are e-mails on record with the Club, in which the Agent did not indicate that he was – supposedly – communicating on behalf of Simon Bayliff (annex 3.5). Second, it is clear from the emails [sic] correspondence that the Agent participated in calls negotiating the Player's employment contract with*

the Club. Third, even considering that the bottom line of some emails indicate ‘sent on behalf of Simon Bayliff cc’d’ this does not change the fact that the Agent himself was also, individually and actively, involved in the Transaction and that he, individually and directly, provided Football Agent Services, in particular by his communication as per the email dated 17 January 2024.

- *Finally, one must remain mindful of avoiding possible circumventions of the FFAR and of its requirement that only licensed Football Agents may provide Football Agent Services. It cannot be enough to simply indicate in an email that the email is – allegedly – sent on behalf of someone else (i.e., on behalf of a licensed Football Agent), to avoid that the person sending such email would also require a license under the FFAR. A licence is issued to a natural person, is strictly personal and non-transferable, and simply copying a licensed Football Agent to an email within a Transaction does not meet the relevant requirements under the FFAR, in particular, the principle that only licensed Football Agents may provide Football Agent Services (article 11 para. 1 of the FFAR).*
- *There is, accordingly, no doubt that both the Agent and Simon Bayliff were indeed providing Football Agent Services to the Player in the Transaction by:*
 - *providing advice on, and assistance with, the negotiation and conclusion of an employment contract.*
 - *performing any communication relating to an employment of the Player*
 - *representing clients at meetings; and*
 - *discussing the terms of possible deals with clients¹.*
- *Finally, it is worth mentioning also that the definition of Football Agent Services and examples of the same were already provided by FIFA in March 2023², which seems sufficient time to grasp what said services encompass, in particular to an individual that have [sic] been working in the Agency and in this market for close to a decade.*
- *The Agent has thus been found providing Football Agent Services without a licence. Accordingly, he breached article 5 par. 1 b) of the FFAR.*

¹ “Please see page 13 of FAQ”.

² “Please see FAQ”.

- *Art. 17 para. 1 of the FFAR states that if a Football Agent fails to meet the eligibility requirements at any time, their licence shall automatically be suspended.*
- *In view of the above, performing Football Agent Services without a licence shall lead to the automatic provisional suspension of the Agent’s licence.*

Conclusion

- *In view of the above, the FIFA general secretariat is convinced that the Agent has been found performing Football Agent Services without the required licence. This renders him ineligible to continue being a Football Agent by virtue of art. 5 par. 1 b) FFAR.*
- *Consequently, based on art. 17 para. 1 FFAR, the licence of the Agent must be provisionally suspended.*
- *Since the Agent was found performing Football Agent Services without the required licence and said services were performed on 17 January 2024 at the latest, as per the Agent’s last communication with a Club official, this decision prevents the Agent from submitting a new licence application in the agent platform until 17 January 2026.*
- *In this context, it must be noted that art. 21 FFAR is currently temporarily suspended, as provided in the FIFA Circular no. 1873. Accordingly, it is not possible for the FIFA general secretariat to refer this matter to the FIFA Disciplinary Committee, as would otherwise be provided in art. 17 para. 3 b) FFAR.*
- *However, in order to ensure the possibility for the Agent to obtain an effective and impartial judicial review of the provisional suspension of his licence, the FIFA general secretariat hereby clarifies that this decision is a final decision in the meaning of art. 50 of the FIFA Statutes. Accordingly, it can be appealed before the Court of Arbitration for Sport (CAS) with seat in Lausanne, Switzerland.”*

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

36. On 6 October 2024, the Agent filed a Statement of Appeal with CAS in accordance with Articles R47 and R48 of the 2023 edition of the CAS Code of Sports-related Arbitration (the “CAS Code”), challenging the Appealed Decision. In his Statement of Appeal, the Agent applied for the proceedings to be expedited and nominated Mr Anthony Lo Surdo SC, Barrister in Sydney, Australia, as arbitrator.
37. On 10 October 2024, the CAS Court Office acknowledged receipt of the Statement of Appeal and indicated, *inter alia*, that “*as the costs of this arbitration procedure must be*

paid by the Parties, the CAS Director General or the CAS Finance Director will shortly write to the Parties inviting them to pay an advance on such arbitration costs, in accordance with Article R64.2 of the Code”.

38. On the same date, 10 October 2024, the Agent filed a reasoned objection to the application of Article R64 CAS Code, requesting the following relief:

- “1. The Appeal will be governed by Article R65 (as an appeal against a decision issued by an international federation in a disciplinary matter); and*
- 2. As a consequence of the above (and without prejudice to the Panel’s discretion at R65.3 of), the proceedings shall be free beyond the non-refundable Court Office Fee already paid by the Appellant.”*

39. On 11 October 2024, the CAS Court Office informed the Parties as follows:

“The CAS Court Office considers that the issue at stake is whether the Appellant is eligible to continue being a Football Agent by virtue of art. 5 par.1 b) FFAR. Therefore, the CAS Court Office confirms that the case concerns an eligibility issue and Article R64 of the Code shall apply to this procedure.”

40. On 14 October 2024, FIFA indicated that it did not agree with the Agent’s request for this matter to be expedited, following which the CAS Court Office confirmed that, pursuant to Article R52 CAS Code, no expedited procedure was implemented.

41. On 15 October 2024, the Agent filed his Appeal Brief in accordance with Article R51 CAS Code.

42. On 17 October 2024, following a confirmation of the CAS Court Office that, upon FIFA’s request, the time limit for the filing of FIFA’s Answer was set aside and would be fixed after the Appellant’s payment of his share of the advance of costs, the Agent objected to such decision and requested to be informed about the advance of costs to be paid.

43. On 18 October 2024, the CAS Court Office, with reference to Article R55 CAS Code, denied the Agent’s objection and informed the Parties that the advance of costs had been communicated to the Parties.

44. On the same date, 18 October 2024, the Agent, *inter alia*, objected to the statement from the CAS Court Office that *“as a general rule, FIFA does not pay any arbitration costs in advance when it acts as a Respondent in a procedure before CAS, which is admissible to CAS pursuant to Article R64.2 of the Code”* and indicated that it had nevertheless paid the full advance of costs, *“whilst expressly reserving his rights, including in relation to the unreasonableness of FIFA’s ‘general approach’ in the*

present case, and in relation to his request that the Panel determines whether the Appeal proceeds under Article R65 as the Appellant contends”.

45. On the same date, 18 October 2024, a new time limit for the filing of FIFA’s Answer was fixed.
46. On 21 October 2024, FIFA nominated an arbitrator.
47. On 28 October 2024, following a disclosure made by the FIFA-nominated arbitrator, the Agent challenged the appointment.
48. On 4 November 2024, following additional information being provided by the FIFA-nominated arbitrator in response to the challenge and a request for reconsideration of the challenge, the Agent informed the CAS Court Office that he maintained his challenge, following which the FIFA-nominated arbitrator recused himself.
49. On 5 November 2024, following a request of FIFA, the CAS Court Office extended FIFA’s time limit to file its Answer with 10 days.
50. On 11 November 2024, FIFA nominated Mr Wouter Lambrecht, Attorney-at-Law in Geneva, Switzerland, as arbitrator.
51. On 18 November 2024, FIFA filed its Answer in accordance with Article R55 CAS Code.
52. On 19 November 2024, the Agent, *inter alia*, informed the CAS Court Office as follows:

“we inform the CAS that the parties have agreed in writing that a hearing should take place in this matter. The parties have specifically agreed that the hearing should: (a) take place on any date(s) between 10 December and 16 December 2024; (b) have an estimated length of one full day; (c) be held over video conference; and (d) commence, on any setting date(s), no earlier that [sic] 14.00 CET, in view of FIFA’s location in Miami.”
53. On 25 November 2024, FIFA, *inter alia*, informed the CAS Court Office as follows:

“it was never FIFA’s agreement that such hearing should ‘have an estimated length of one full day’ as stated by the Appellant. In our view, such hearing should not extend beyond a duration of three to an absolute maximum of four hours.”
54. On 26 November 2024, the Agent made a proposal for a hearing schedule. FIFA did not file any objection thereto and it was ultimately approved by the Panel on 2 December 2024.
55. On 28 November 2024, the CAS Court Office informed the Parties that the Deputy President of the CAS Appeals Arbitration Division, pursuant to Article R54 CAS

Code, had decided that the Panel appointed to decide the case was constituted as follows:

President: Mr Manfred Nan, Attorney-at-Law in Amsterdam, the Netherlands;
Arbitrators: Mr Anthony Lo Surdo SC, Barrister in Sydney, Australia; and
Mr Wouter Lambrecht, Attorney-at-Law in Geneva, Switzerland.

56. On 29 November 2024, the CAS Court Office informed the Parties that a hearing would be held by videoconference on 16 December 2024 at 17.00 CET.
57. On 2 December 2024, the CAS Court Office informed the Parties that Mr Dennis Koolaard, Attorney-at-Law in Amsterdam, The Netherlands, had been appointed as *Ad hoc* Clerk.
58. On 9 and 11 December 2024 respectively, FIFA and the Agent returned duly signed copies of the Order of Procedure to the CAS Court Office that was provided to them by the CAS Court Office on 9 December 2024. The Agent added the following comment:

“Please be advised that our client has signed this document expressly reserving his rights as to paragraph 11.1 of the Order of Procedure, which states that ‘Article R64 of the Code shall apply’ (in respect of costs). Our client does not agree that Article R64 of the Code applies.

As the CAS, the Panel and the Respondent will all be aware, it is the Appellant’s position that Article R65 of the Code applies (as is set out, for example, in paragraphs 101 to 106 of the Appeal Brief). The Appellant has requested that the Panel determines the issue, as is his right in accordance with Article R65.2 of the Code.” (emphasis omitted)

59. On 16 December 2024, prior to the hearing, the Agent filed three publicly available documents with the CAS Court Office, requesting them to be admitted on file for ease of reference.
60. On the same date, a hearing was held by videoconference. At the outset of the hearing, the Parties confirmed that they had no objection to the constitution and composition of the Panel. In addition to the members of the Panel, and Mr Antonio de Quesada, CAS Head of Arbitration, the following persons attended the hearing:
 - a) For the Appellant:
 - 1) Mr Jonathan Dominic Finbar Beckett, the Appellant;
 - 2) Ms Kendrah Potts, Counsel;
 - 3) Mr Daniel Lowen, Counsel;
 - 4) Mr Jonathan Hyman, Counsel.
 - b) For the Respondent:
 - 1) Mr Miguel Liétard Fernández-Palacios, FIFA Director of Litigation;

- 2) Mr Alexander Jacobs, FIFA Senior Legal Counsel;
- 3) Mr Luis Villas-Boas Pires, FIFA Head of Agents.

61. The Panel heard evidence from the Agent and Mr Simon Bayliff, player agent and CEO of Areté Management Ltd., witness called by the Agent. Mr Bayliff was invited by the President of the Panel to tell the truth subject to the sanctions of perjury under Swiss law. The Parties had full opportunity to examine and cross-examine the Agent and Mr Bayliff.
62. The Parties were given full opportunity to present their cases, submit their arguments and answer the questions posed by the members of the Panel.
63. Before the hearing was concluded, both Parties expressly stated that they had no objection to the procedure adopted by the Panel and that their right to be heard had been respected.

V. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

64. The Panel confirms that it carefully heard and considered in its decision all the submissions, evidence and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present arbitral award.

A. The Appellant

65. The Agent summarises his submissions as follows in his Appeal Brief:
 - *“The FIFA general secretariat did not have jurisdiction or authority to determine whether [the Agent] provided Football Agent Services without a licence or to impose sanctions (or determine consequences) because: (i) the FFAR does not confer power on the FIFA general secretariat to make such determinations; and (ii) the conduct giving rise to the alleged infringement of the FFAR does not fall within the scope of the FFAR as it does not have an international dimension or concern an international transfer or transaction (rather the conduct is of a domestic nature and therefore falls within the scope of the national football association – in this case, The FA).*
 - *As to liability, [the Agent] has not infringed Article 5(1)(b) FFAR because:*
 - i. *He was not ‘found’ by a body with jurisdiction to make the finding and/or after any proper due process to have provided Football Agent Services without a licence;*
 - ii. *He was not found in the 24 months prior to applying for his FIFA licence to have provided Football Agent Services without a licence;*

iii. *Further and alternatively, [the Agent] did not in fact provide Football Agent Services to the Player in January 2024 (which were in fact provided by Mr Bayliff);*

➤ *As to sanction: in the event [the Agent] is found to have infringed the FFAR, the sanction imposed by FIFA of a 16 month ban on [the Agent] being able to hold an active FIFA licence was unlawful and/or misconceived and/or disproportionate.”*

66. On this basis, the Agent submits the following prayers for relief in his Appeal Brief:

- “a. The appeal is admissible.*
- b. The Decision dated 16 September 2024 be set aside.*
- c. A declaration that the FIFA general secretariat did (and/ or does) not have jurisdiction or authority to (i) determine whether Mr Beckett provided Football Agent Services without a licence, and/or (ii) to impose consequences following any finding that Mr Beckett provided Football Agent Services without a licence (other than the provisional suspension of Mr Beckett’s licence pending determination of the consequences by a body with jurisdiction to do so).*
- d. An order that Mr Beckett’s FIFA licence be immediately reactivated or otherwise reinstated.*
- e. If the Panel considers it appropriate to determine the following issues:*
 - i. A declaration that Mr Beckett has not infringed or otherwise acted contrary to any requirements of the FIFA Football Agent Regulations.*
 - ii. In the event the Panel were to find that Mr Beckett infringed the FIFA Football Agent Regulations, that the Panel (i) impose a proportionate sanction in the form of a warning as to future conduct or a reprimand; alternatively (ii) impose a proportionate sanction by reducing the sanction/consequences imposed by the Decision to the extent the Panel considers appropriate (including if considered appropriate in the form of a suspended sanction), and (iii) order that Mr Beckett’s FIFA licence be reactivated or otherwise reinstated once the sanction (if any) is served or as the Panel considers appropriate.*
- f. Any costs of the arbitration be paid by FIFA.*
- g. Mr Beckett be granted a significant contribution to his legal costs.”*

B. The Respondent

67. FIFA summarises its submissions as follows in its Answer:

- *“The essence of the matter at stake is simple: The General Secretariat applied the FFAR and in accordance with Articles 5 and 17, it (1) investigated the eligibility requirements, (2) notified the findings of its investigation and (3) applied the consequences in the form of the ‘automatic provisional suspension’. Not more, not less.*
- *The Appellant attempted to circumvent the FFAR by replacing himself, on paper and purely formalistically, with Mr Bayliff in a ceremonial role as the official signatory while arguing that his own role in the transaction was purely administrative (while being a shareholder of the agency and holding the title of Director – Head of Talent Representation). The Appellant was, always, the main point of contact and correspondent of the Club (and the Player) throughout the negotiations that he personally conducted. This manifestly qualifies as rendering Football Agent Services.*
- *This case is a matter of (in)eligibility and not of sanction, despite the Appellant’s assertions and mischaracterizations that this case would be one of disciplinary nature.”*

68. On this basis, FIFA submits the following prayers for relief in its Answer:

- “(a) reject the Appellant’s relief;*
- (b) confirm the Appealed Decision in its entirety;*
- (c) order the Appellant to bear the full costs of these arbitration proceedings; and*
- (d) order the Appellant to make a contribution to FIFA’s legal costs and expenses.”*

VI. JURISDICTION

69. Article R47 CAS Code provides the following:

“An 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.”

70. The jurisdiction of CAS, which is not disputed, derives from Article 57(1) FIFA Statutes (May 2024 edition) which provides as follows:

“Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question.”

71. Furthermore, the operative part of the Appealed Decision provides, *inter alia*, as follows:

“[T]his is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes.”

72. The jurisdiction of CAS is further confirmed by the Order of Procedure duly signed by the Parties.
73. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VII. ADMISSIBILITY

74. The Appealed Decision was communicated to the Agent on 16 September 2024. The Agent filed his Statement of Appeal with CAS on 6 October 2024, i.e., within the time limit of 21 days set by Article 50(1) FIFA Statutes. The Statement of Appeal further complied with the other conditions set forth in Article R48 CAS Code, including the payment of the CAS Court Office fee.
75. It follows that the appeal is admissible.

VIII. APPLICABLE LAW

76. The Parties submit that according to Article 49(2) FIFA Statutes and Article R58 CAS Code, the Panel shall primarily apply the various regulations of FIFA and, additionally, Swiss law.
77. Article R58 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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”

78. Article 49(2) FIFA Statutes provides the following:

“The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.”

79. The Panel finds that, pursuant to Articles R58 CAS Code and 49(2) FIFA Statutes, the regulations of FIFA are primarily applicable, in particular, the FFAR (2022 edition). Additionally, should the need arise to fill a possible gap in the various rules of FIFA, Swiss law is applicable.

IX. MERITS

A. The Main Issues

80. The applicable regulatory framework is mainly comprised of Articles 5, 17 and 21 FFAR and the definitions of “Football Agent Services” and “Transaction” as set out in the FFAR. Article 21 FFAR is currently suspended.

81. The afore-mentioned articles and definitions are set forth below for ease of reference:

“Football Agent Services: football-related services performed for or on behalf of a Client, including any negotiation, communication relating or preparatory to the same, or other related activity, with the purpose, objective and/or intention of concluding a Transaction.”

“Transaction: (i) the employment, registration or deregistration of a player with a club or a Single-Entity League; (ii) the employment of a coach with a club, Single-Entity League or a member association; (iii) the transfer of the registration of a player from one club to another; (iv) the creation, termination or variation of an Individual’s terms of employment.”

“Article 5: Eligibility requirements

1. An applicant must:

- a) upon submitting their licence application (and subsequently thereafter, including after being granted a licence):*

i. have made no false or misleading or incomplete statements in their application;

ii. never have been convicted of a criminal charge, including any related settlements, regarding matters related to: organised crime, drug trafficking, corruption, bribery, money laundering, tax evasion, fraud, match manipulation, misappropriation of funds, conversion, breach of fiduciary duty, forgery, legal malpractice, sexual abuse, violent crimes, harassment, exploitation or child or vulnerable young adult trafficking;

iii. never have been the subject of a suspension of two years or more, disqualification or striking off by any regulatory

authority or sports governing body for failure to comply with rules relating to ethics and professional conduct;

- iv. not be an official or employee of FIFA, a confederation, a member association, a league, a club, a body that represents the interests of clubs or leagues or any organisation connected directly or indirectly with such organisations and entities; the only exception is where an applicant has been appointed or elected to a body of FIFA, a confederation or a member association, representing the interests of Football Agents;*
 - v. not hold, either personally or through their Agency, any interest in a club, academy, league or Single-Entity League.*
- b. in the twenty-four months before the submission of a licence application, never have been found performing Football Agent Services without the required licence;*
- c. in the five years before the submission of a licence application (and subsequently thereafter, including after being granted a licence):*
- i. never have declared or been declared personally bankrupt or been a majority shareholder, director or key office holder of a business that has declared bankruptcy, entered administration and/or undergone liquidation;*
- d. in the 12 months before the submission of a licence application (and subsequently thereafter, including after being granted a licence):*
- i. not have held any interest in any entity, company or organisation that brokers, arranges or conducts sports betting activities whereby a wager is placed on the outcome of a sporting event in order to win money.*
2. *An applicant must satisfy the eligibility requirements:*
- a) at the time of their application, in order to take the exam; and*
 - b) at all times after obtaining a licence, in accordance with article 17.*
3. *The FIFA general secretariat is responsible for investigating compliance with the eligibility requirements.”*

“Article 17: Compliance with ongoing licensing requirements

1. *If a Football Agent fails to:*
 - a) *meet the eligibility requirements at any time;*
 - b) *pay the annual licence fee to FIFA within the deadline stipulated on the Platform;*
 - c) *comply with the CPD requirements in a calendar year; or*
 - d) *comply with their reporting obligations;*

their licence shall automatically be provisionally suspended.
2. *The FIFA general secretariat is responsible for investigating compliance with the requirements in paragraph 1 of this article.*
3. *If paragraph 1 a) of this article applies:*
 - a) *the FIFA general secretariat will notify the Football Agent that it believes there are grounds to consider that they do not meet the eligibility requirements, and of the automatic provisional suspension; and*
 - b) *the matter will be referred to the FIFA Disciplinary Committee for its decision.*
4. *If one or more of the circumstances described in paragraphs 1(b), (c) or (d) of this article apply:*
 - a) *the FIFA general secretariat will notify the Football Agent of their non compliance and of the automatic provisional suspension; and*
 - b) *if the Football Agent fails to rectify their non-compliance within sixty days of their licence being automatically provisionally suspended, their licence shall be withdrawn.”*

“Article 21: Competence and enforcement

1. *The FIFA Disciplinary Committee and, where relevant, the independent Ethics Committee are competent to impose sanctions on any Football Agent or Client that violates these Regulations, the FIFA Statutes or any other FIFA regulations, in accordance with these Regulations, the FIFA Disciplinary Code and the FIFA Code of Ethics. FIFA has jurisdiction regarding:*

- a) *any conduct connected to a Representation Agreement with an international dimension (cf. article 2 par. 2); or*
 - b) *any conduct connected to an international transfer or international Transaction.*
2. *The relevant member association is responsible for imposing sanctions on any Football Agent or Client that violates their national football agent regulations. The relevant member association has jurisdiction regarding:*
 - a) *any conduct connected to a Representation Agreement without an international dimension (cf. article 2 par. 3); or*
 - b) *any conduct connected to a national transfer or national Transaction.*
3. *The FIFA general secretariat shall monitor compliance with these Regulations. In particular:*
 - a) *Any party that receives a notice requesting information shall cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the party but which the party is entitled to obtain. Failure to comply with these requests from the FIFA general secretariat may lead to sanctions being imposed by the FIFA Disciplinary Committee. If requested by the FIFA general secretariat, a document (or an excerpt) shall be provided in English, French or Spanish.*
 - b) *Electronic notifications through the Platform or TMS or sent by email to the address provided on the Platform or TMS by the parties are considered valid means of communication and will be deemed sufficient to establish time limits.*
 - c) *Following an investigation, the FIFA general secretariat may refer cases of non-compliance with these Regulations to the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code.*
 - d) *Following an investigation, the FIFA general secretariat may refer cases of ethical misconduct in relation to these Regulations to the independent Ethics Committee in accordance with the FIFA Code of Ethics.”*

82. To uphold the Appealed Decision several issues would have to be addressed by the Panel. However, this is all subject to the fundamental question of whether the FIFA General Secretariat was competent to issue the Appealed Decision. The Panel will therefore address this issue first.

a. *The positions of the Parties*

i. *The Agent's position*

83. With respect to the jurisdiction of the FIFA General Secretariat, the Agent submits as follows in his Appeal Brief:

- *“In the [Appealed Decision] the FIFA general secretariat fails to identify clearly the jurisdictional basis or authority for its decision. The [Appealed Decision] refers to Article 17 FFAR; however, neither Article 17, nor any other provision in the FFAR, confers jurisdiction or authority on the FIFA general secretariat to make the Determinations.*
- *Article 17(2) provides that the FIFA general secretariat is responsible only for ‘investigating compliance with the requirement in paragraph 1 of article 17’. Article 17(1) lists various ongoing requirements for agents to retain their license, including paying the annual fee, compliance with CPD and meeting the eligibility requirements. The effect of this is that the FIFA general secretariat should investigate whether fees have been paid and CPD requirements met and whether there has been a breach of the eligibility conditions in Article 5, including whether there has been a finding within the meaning in Article 5(1)(b). However, it does not confer authority on the FIFA general secretariat itself to make a finding as to whether an agent engaged in Football Agent Services without a licence.*
- *Further support for this position can be found in Article 21. Whilst currently suspended, it sets out the powers that it was envisaged that the FIFA general secretariat would have. None of the sub-paragraphs of Article 21(3) provide for the general secretariat to determine either whether an agent has infringed the FFAR or the consequences of any such infringement.*
- *On the contrary, Article 17(3) (which is in force) expressly provides that cases of potential non-compliance with Article 17(1)(a) (which includes an infringement of Article 5(1)(b)) are to be referred to the FIFA Disciplinary Committee [...] for its decision. If a matter of non-compliance with the FFAR had been brought before the [FIFA Disciplinary Committee], there would have been a proper process in accordance with the FIFA Disciplinary Code [...] and the [FIFA Disciplinary Committee] could (if it found there was an infringement) have imposed a sanction from the range of sanctions in Article 6 of the Disciplinary Code, which includes a warning and reprimand.*

- *The FIFA general secretariat did not have the right to usurp the functions of the FDC. Further, the fact the FIFA general secretariat sought incorrectly to deal with the matter is part of the reason it did not impose a proportionate sanction: instead of considering the range of sanctions available to the [FIFA Disciplinary Committee], the general secretariat was instead forced to contrive an outcome by reference to eligibility criteria which has resulted in a disproportionate ban (addressed further below).*
- *In the circumstances, the FIFA general secretariat did not have authority to make the Determinations and the [Appealed Decision] must be set aside.”*

ii. FIFA’s position

84. With respect to the jurisdiction of the FIFA General Secretariat, FIFA submits as follows in its Answer:

- *“Firstly, and despite the Appellant’s artificial creation of the notion ‘Determinations’ and his questioning of the General Secretariat’s ‘authority’, the content of Article 5(1) juncto Article 17 FFAR is self-explanatory: [...]*
- *At this stage, it is worth recalling the relevant definition of Football Agent Services and Transaction in the FFAR: [...]*
- *When applying the above sequence of different articles of the FFAR to the matter at stake, the following conclusion can be drawn:*
 - *The Appellant was found to have performed Football Agent Services from at least 8 January 2024 until and including 17 January 2024 and therefore within the twenty-four months before the Appellant’s submission of the license application on 27 March 2024 (i.e. the period between 27 March 2022 and 27 March 2024).*

This finding was not only made by the General Secretariat but also independently by The FA, when it informed FIFA that ‘The FAs investigation concluded that the individual [the Appellant] did perform agent services on the Transaction.’ The decision issuing a formal warning to Mr Bayliff and [Aston Villa] stated that: ‘Having considered the particular facts and circumstances of this matter, The FA are of the view that [the Agent] performed Football Agent Services on the Transaction on behalf of Arete Ltd at a time where he was not permitted to do so. [...].’

- *Within the scope of its ‘responsibility’, the General Secretariat investigated the Appellant’s compliance with the obligations to ‘meet the eligibility requirements at any time’ by submitting a request for information to the Appellant and [Aston Villa] on 3 September 2024.*
- *On 16 September 2024, and after investigating the Appellant’s compliance with the eligibility requirements, the General Secretariat notified the Appellant that there are grounds to consider that he does not meet the eligibility requirements since ‘the general secretariat is convinced that the Agent has been found performing Football Agent Services without the required licence’ and of the consequence that ‘the licence of the Agent must be provisionally suspended’.*
- *In view of the above, it is abundantly clear that it is the General Secretariat’s ‘responsibility’ to make the relevant ‘Determination’. In the FFAR, there is simply no mention whatsoever of any other ‘body’ that is entitled to investigate compliance and arrive to the conclusion that ‘it believes there are grounds to consider that they [the Football Agents] do not meet the eligibility requirements’ and to notify the relevant ineligible agent ‘of the automatic provisional suspension’.*
- *It is therefore entirely unclear how the Appellant considers that it would be possible for the General Secretariat to (1) comply with its responsibility to investigate compliance, (2) to notify the relevant Football Agent of its belief that there are grounds to consider that he does not meet the eligibility requirements and (3) entitling it on that basis to notify an automatic provisional suspension, while arguing that the combination of Article 5 and 17 FFAR ‘does not confer authority on the FIFA General Secretariat itself to make a finding as to whether an agent engaged in Football Agent Services without a licence’. This is plainly nonsensical.*
- *The General Secretariat applied the three phases of the FFAR that are currently in force: (1) investigate the eligibility requirements, (2) notify its findings or assessment (‘believes there are grounds to consider’) of such investigation, and (3) process the ‘automatic provisional suspension’ based on its investigation and its belief on the grounds of such investigation. The three mentioned phases are the scope and limit of this proceeding, considering that the fourth and separate step is currently suspended: the referral to the FIFA Disciplinary Committee [...] for its decision on the disciplinary consequences.*
- *The Appellant seeks to capitalize on the referral to the Disciplinary Committee being suspended by relying on Article 21 FFAR and arguing that ‘whilst currently suspended, it sets out the powers that it was envisaged that the FIFA general secretariat would have’ and the fact that*

Article 21(3) FFAR allegedly does not allow the General Secretariat to determine an infringement or the consequences thereof. It is ironic that the Appellant seeks to rely on an Article of the FFAR that is currently suspended, especially since the Appellant benefits from its inapplicability and the avoidance of effective disciplinary sanctions (e.g. a fine, a ban from any football related activities or the withdrawal of a football agent license in accordance with the disciplinary measures mentioned in Article 6 of the FIFA Disciplinary Code [...]).

- *In general, the Disciplinary Committee’s role would have been to decide on the imposition of sanctions (or not) on any Football Agent or Client that violated the FFAR. In terms of the failure to comply with the eligibility requirements, the Disciplinary Committee would have assessed and decided if the investigation conducted by the General Secretariat justified the imposition of a sanction as per Article 6 FDC or if the matter should be closed and the provisional suspension lifted.*
- *The General Secretariat did not ‘usurp the functions of the FDC’ or ‘impose a disproportionate ban’ as misleadingly held by the Appellant. At the risk of repetition, the General Secretariat exclusively operated within the scope of its obligations pursuant to the FFAR: (1) investigate the eligibility requirements, (2) notify its findings or assessment of the investigation, and (3) apply the “automatic provisional suspension” based on that investigation.” (emphasis in original)*

b. The findings of the Panel

i. Introductory remarks

85. The Panel finds that Articles 5, 17 and 21 FFAR, considered in unison, contemplate the following steps:
- i) If the FIFA General Secretariat forms a **belief** upon investigation that there are grounds to consider that a Football Agent does not meet the eligibility requirements, in that case;
 - ii) the FIFA General Secretariat is required to inform the Football Agent of that **belief**;
 - iii) the FIFA General Secretariat is required to implement an automatic **provisional suspension** on the Football Agent; and
 - iv) the FIFA General Secretariat is required to refer the matter to the FIFA Disciplinary Committee for a **decision**.
86. The Panel finds that the formation of a “belief” is not tantamount to a “finding”, a “decision” or a “determination”. The distinction between such terms is not an artificial

creation of the Agent, as argued by FIFA. The Panel finds that the formation of a belief is merely a *prima facie* assessment that, according to the FIFA General Secretariat, “*there are grounds to consider that they do not meet the eligibility requirements*”, which is a trigger required for i) the opening of disciplinary proceedings by the FIFA Disciplinary Committee; and ii) for the automatic imposition of a provisional suspension pending such proceedings.

87. Conversely, a decision of the FIFA Disciplinary Committee can extend to both a determination as to whether the eligibility requirements are satisfied, as well as the consequences in case it is determined that they are not satisfied. Moreover, if the FIFA Disciplinary Committee were to determine that the eligibility requirements are satisfied, it can lift the provisional suspension of the license imposed by the FIFA General Secretariat.
88. However, what is problematic here is that, whereas the FIFA General Secretariat, in principle, legitimately took the first three steps in the process, that is: i) it formed a belief that there were grounds to consider that the Agent did not meet the eligibility requirements; ii) it informed the Agent of that belief; and iii) it implemented an automatic provisional suspension on the Agent, it was unable due to the suspension of Article 21 FFAR from taking the fourth step, that is, the matter could not be referred to the FIFA Disciplinary Committee for a decision.

ii. The suspension of Article 21 FFAR

89. Indeed, as also confirmed in the Appealed Decision, because of the suspension of Article 21 FFAR, the FIFA General Secretariat was barred from referring matters that fall under the scope of the FFAR to the FIFA Disciplinary Committee. In this respect, it is to be noted that FIFA, when asked by the Panel, itself argued at the hearing that the jurisdiction of the FIFA Disciplinary Committee could not be based on Article 17.3(b) FFAR alone, because this might be seen as a circumvention of the suspended Article 21 FFAR, a submission the Panel has to adhere to in this case.
90. Moreover, when asked at the hearing, FIFA indicated that there is no clarity on when the suspension of Article 21 FFAR may be lifted.

iii. The nature of the automatic provisional suspension of the Agent’s license

91. Turning to the nature of the automatic provisional suspension of the Agent’s license, the Panel notes that FIFA, on the one hand, argued during the hearing that it is not an **indefinite** suspension of the Agent’s license, because the suspension is limited to 24 months. On the other hand, FIFA also argued that the automatic provisional suspension is not **definite** since the suspension of Article 21 FFAR may be lifted, as a consequence of which the FIFA Disciplinary Committee may still decide on the matter before the provisional suspension expires, giving it a provisional character.

92. The Panel finds that FIFA’s argument that the automatic provisional suspension of the license is not **indefinite** is correct in the sense that the Agent’s license is only temporarily suspended until 17 January 2026, or at least he can reapply for a license after such date according to the Appealed Decision.
93. However, the Panel notes that if there is currently no FIFA body competent to **decide** whether the ongoing eligibility requirements are satisfied, this means that there is also no FIFA body competent to lift the provisional suspension. The Panel finds that this changes the nature of the provisional suspension imposed by the FIFA General Secretariat in the Appealed Decision. In reality, it is not a **provisional** suspension, but it is *de facto* a **definite or final** suspension of the Agent’s license until 17 January 2026.
94. In other words, the FIFA General Secretariat has conflated its investigative powers with the power which would ordinarily reside in the FIFA Disciplinary Committee (if Article 21 FFAR had not been suspended) to decide, following a full-fledged disciplinary procedure, whether the Agent has, as a matter of fact (rather than a belief), failed to meet the eligibility requirements and what the ultimate consequences (as opposed to the provisional consequences) thereof should be, be it a definite suspension of the license, the ineligibility of the Agent to act as a Football Agent in the context of the FFAR, or otherwise.
95. To the extent FIFA argues that the finding that Football Agent Services were provided by the Agent without a license “*was not only made by the General Secretariat but also independently by The FA*”, this does not impact on the Panel’s findings, as there is no legal basis in the FFAR that allows the competence of the FIFA Disciplinary Committee to decide to be substituted by a decision of a member association like The FA. In any event, The FA considered the matter from the perspective of the FAFAR, not from the perspective of the FFAR and it only pronounced disciplinary decisions concerning Mr Bayliff and Aston Villa, not concerning the Agent.
96. The Panel finds that the implementation of a *de facto* definite or final suspension of the Agent’s license by a different body (the FIFA General Secretariat instead of the FIFA Disciplinary Committee) than the body afforded the jurisdiction to decide on the definite or final consequences (as opposed to the provisional consequences) lacks a legal basis and must be set aside.
97. The Panel is appreciative of the complicated situation faced by FIFA in its obligation to ensure compliance with the FFAR given the suspension of several provisions of the FFAR. However, in the absence of a body being conferred with the competence to decide on potential infringements of the FFAR and on the ultimate consequences thereof pending the suspension of, *inter alia*, Article 21 FFAR, such authority cannot simply be usurped by the FIFA General Secretariat without at least a temporary regulatory regime granting it the authority to do so.

B. Conclusion

98. Consequently, the Panel finds that the Appealed Decision is to be set aside as the FIFA General Secretariat was not competent to i) decide whether the Agent provided Football Agent Services without a license; and ii) implement a *de facto* definite suspension on the Agent.
99. Since the Appealed Decision is set aside, there is no need to issue the declaratory relief sought in para. (c) of the Agent’s prayers for relief. There is also no need to specifically state in the operative part of the Award that the Agent’s license is reinstated (prayer for relief (d)), because without the Appealed Decision, the Agent’s license remains in force. The Panel lacks the competence to rule on prayer for relief (e)(i), because this is the prerogative of the FIFA Disciplinary Committee. Prayer for relief (e)(ii) is raised only as an entirely subsidiary request, which in the circumstances does not arise for consideration.
100. All other and further motions or prayers for relief are dismissed.

X. COSTS

(...)

* * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 6 October 2024 by Mr Jonathan Dominic Finbar Beckett against the decision issued on 16 September 2024 by the General Secretariat of the *Fédération Internationale de Football Association* is upheld.
2. The decision issued on 16 September 2024 by the General Secretariat of the *Fédération Internationale de Football Association* is set aside.
3. (...).
4. (...).
5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Operative part notified: 20 December 2024
Award with grounds: 15 May 2025

THE COURT OF ARBITRATION FOR SPORT

Manfred Nan
President of the Panel

Anthony Lo Surdo SC
Arbitrator

Wouter Lambrecht
Arbitrator

Dennis Koolaard
Ad hoc Clerk