



TAS / CAS

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2025/A/11209 Swansea City AFC v. Hatcham FC

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Lars Hilliger, Attorney-at-Law in Copenhagen, Denmark

in the arbitration between

Swansea City AFC, Wales

Represented by Ms Liz Coley, Attorney-at-Law in London, England

Appellant

and

Hatcham FC, England

Represented by Mr Jan Schweele, Attorney-at-Law in Lisbon, Portugal

Respondent

I. PARTIES

1. Swansea City AFC (“Swansea” or the “Appellant”) is a professional Welsh football club affiliated with the Football Association of Wales (the “FAW”), which in turn is affiliated with the Fédération Internationale de Football Association (“FIFA”).
2. Hatcham FC (“Hatcham” or the “Respondent”) is a professional English football club affiliated with the English Football Association (the “FA”), which in turn is affiliated with FIFA.

II. FACTUAL BACKGROUND

A. Background Facts and the Appealed Decision

3. Below is a summary of the relevant facts and allegations based on the FIFA Dispute Resolution Chamber (the “FIFA DRC”) decision dated 8 January 2025 (the “Appealed Decision”) and on the Parties’ written and oral submissions and evidence adduced. Additional facts and allegations found in the Parties’ written and oral submissions and evidence may be set out where relevant in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in his Award only to the submissions and evidence he considers necessary to explain his reasoning.
4. The present dispute relates to the Appellant’s claim to set aside the Respondent’s claim for training compensation in respect of the English/Nigerian football player Wasiri Ola Williams, born on 1 April 2000, (the “Player”) during the period between 7 November 2019 and 6 October 2021 (the “Training Period”).
5. Pursuant to the Player’s player passport (the “Player Passport”) issued by the FA, the Player was registered as follows:
 - From 28 August 2018 to 8 November 2018, the Player was registered as an amateur with the English football club Lewisham Borough.
 - From 9 November 2018 to 6 September 2019, the Player was registered as an amateur with the English football club Turnbridge Wells.
 - From 10 September 2019 to 6 November 2019, the Player was registered as an amateur with the English football club Sheppey United.
 - From 7 November 2019 to 6 October 2021, the Player was registered as an amateur with the Respondent.
 - From 4 February 2022 to 13 June 2022, the Player was registered as an amateur with the English football club Braintree Town FC.
6. Pursuant to the information presented to the Sole Arbitrator during these proceedings, the Player played a limited number of matches (around 10) for the Respondent during

the Training Period, while, during the same period, the Player apparently played a significant number of matches (at least between 40 and 50) for a number of other football clubs in different UK leagues, including the clubs Lordswood, Walton and Hersham, Staines Town, Grand Athletic and Corinthian Casuals.

7. By email of 17 May 2022, because interested in signing the Player, the Appellant wrote, *inter alia*, as follows to the Player's representative, Mr Simon Ledwith:

"[...]"

I have obtained Wasiri's player passport from the FA which is attached. Currently, if Wasiri signed for Swansea City on a professional contract the club could be liable to pay a large sum of training compensation to his previous clubs.

Unfortunately we are not currently in a position to proceed. We would require waiver letters from all clubs from age 12 to current stating that no training compensation is payable [SIC] in relation to the player.

The attached player passport only lists his clubs from age 19 but as stated, we would need letters from all of his clubs from age 12 upwards if possible. [...]"

8. On the same date, the Chairman of the Respondent wrote, *inter alia*, as follows to the Appellant:

"[...]"

Regarding player Wasiri Ola Williams; he was registered with Hatcham FC on a non contract/playing basis only

I can confirm we will not seek compensation for the time he has spent with us.

[...]"

9. Based on the above, the Appellant answered as follows:

"Many thanks for your e-mail and confirmation.

Please could you put this onto club letterhead (if possible), sign the document and scan to me?"

10. On 19 May 2025, the Respondent forwarded to the Appellant a scanned document (the "Waiver") bearing the letterhead of the Respondent and signed by the Chairman of Hatcham FC, Mr Ryan Reynolds. The waiver had the following wording:

"Regarding player Wasiri Ola Williams; he was registered with Hatcham FC on a non contract/playing basis only

I can confirm we will not seek compensation for the time he has spent with us."

11. On 16 June 2022, the Player transferred on a permanent basis from Braintree Town FC to the Appellant and was registered for the first time as a professional.
12. The Appellant is a UEFA Category I club.
13. The transfer of the Player to the Appellant on 16 June 2022 triggered in principle the right to training compensation for the clubs that have contributed to the Player's training and development in accordance with the applicable FIFA rules.

B. Proceedings before the FIFA Dispute Resolution Chamber

14. In July 2024, the Respondent lodged a claim before the FIFA DRC on the basis that the Appellant had failed to pay training compensation to the Respondent in the amount of EUR 172,356.16 *plus 5% interest p.a. as of the due date until the date of effective payment*.
15. In support of this claim, the Respondent submitted, *inter alia*, that it was entitled to training compensation for the 700 days the Player was registered with the Respondent as an amateur due to its past involvement in the training and education of the Player in accordance with Article 20 of the FIFA Regulations on the Status and Transfer of Players (the "FIFA RSTP") and Article 2 (1) of Annexe 4 of the FIFA RSTP.
16. On 14 August 2024, the FIFA administration issued a proposal to the Parties for the payment of "*EUR 172,168.20 as training compensation plus 5% interest per annum as from 17 July 2022, until the date of effective payment*". Such a proposal was tacitly accepted by the Respondent but rejected by the Appellant.
17. In its reply, the Appellant rejected the claim and submitted that the Chairman of the Respondent had signed a valid waiver which clearly and unequivocally renounced the Respondent's right to training compensation.
18. In its rejoinder, the Respondent contested the validity of the waiver since it is not explicit nor specific to the training compensation entitlement foreseen in Article 20 and Annexe 4 of the FIFA RSTP.
19. The FIFA DRC initially established that the applicable law is the June 2022 edition of the FIFA RSTP and the March 2023 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (the "Procedural Rules").
20. The FIFA DRC then acknowledged that the Appellant, on the one hand, rejected the Respondent's entitlement to training compensation, *inter alia* alleging that the latter had waived its training compensation entitlement. The Respondent, on the other hand, contested the validity of the waiver since it is not explicit nor specific to the training compensation entitlement.
21. Based on the above, the FIFA DRC then took into account the jurisprudence of the FIFA DRC pursuant to which the validity of a conventional waiver is subject to a clear and

unequivocal declaration by the party concerned, requiring clear language reflecting the party's clear intention to renounce its right.

22. The FIFA DRC further noted that implied waivers are not recognised. Accordingly, and given that training compensation is a right stipulated in the FIFA RSTP, the existence of a waiver of this right may only be assumed in case it was unmistakable that the renouncing club has indeed intended to waive its right to training compensation.
23. In other words, the FIFA DRC found that the said jurisprudence requires a document; a) containing a clear and unequivocal renunciation of training compensation, and b) issued by the party concerned by such renunciation.
24. In light of the above, the FIFA DRC then held that the alleged waiver did not contain a clear and unequivocal renunciation of training compensation, and as such, the first prerequisite of a valid waiver is not met.
25. Consequently, the FIFA DRC decided that the Respondent's entitlement to training compensation for the first professional registration of the Player with the Appellant had not been waived.
26. The FIFA DRC then turned its attention to the calculation of the training compensation, emphasising that training compensation is calculated based on the number of years of training and education provided by the previous training clubs multiplied by the training costs of the new club, cf. Article 5 (2) of Annexe 4 of the FIFA RSTP.
27. According to the Player Passport issued by the FA, the Player was registered with the Respondent as an amateur for 700 days as follows:
 - a. From 7 November 2019 until 31 December 2019, *i.e.* for 55 days of the year of the player's 19th birthday;
 - b. From 1 January 2020 until 31 December 2020, *i.e.* for 366 days of the year of the player's 20th birthday; and
 - c. From 1 January 2021 until 6 October 2021, *i.e.* for 279 days of the year of the player's 21st birthday.
28. The FIFA DRC then recalled that the Appellant was a UEFA Category I club, with training costs of EUR 90,000 per year, at the time it registered the Player as a professional.
29. In light of the above, the FIFA DRC found that the Respondent is entitled to receive training compensation in the amount of EUR 172,168.20 as follows:
 - "a. EUR 13,561.64 for the 55 days of training at the calendar year of the player's 19th birthday;*
 - b. EUR 90,000 for the full year of training at the calendar year of the player's 20th birthday; and*

c. EUR 68,606.56 for the 279 days of training at the calendar year of the player's 21st birthday."

30. Moreover, the FIFA DRC decided that the Respondent is entitled to receive 5% interest per annum and until the date of effective payment, i.e. as from the date on which training compensation became overdue: 17 July 2022.

31. Based on the above, on 8 January 2025, the FIFA DRC rendered the Appealed Decision and decided that:

"1. The Claim of [Hatcham] is partially accepted.

2. [Swansea] has to pay to the [Hatcham], EUR 172,168.20, as training compensation plus 5% interest p.a. as from 17 July 2022, until the date of effective payment.

3. Any further claims of [Hatcham] are rejected.

4. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.

5. Pursuant to article 24 of the Regulations on the Status and Transfer of Players if full payment (including all applicable interest) is not paid within 45 days of notification of this decision, the following consequences shall apply:

1. [Swansea] shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of three entire and consecutive registration periods.

2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not paid by the end of the three entire and consecutive registration periods.

6. The consequences shall only be enforced at the request of [Hatcham] in accordance with article 24 paragraphs 7 and 8 and article 25 of the Regulations on the Status and Transfer of players.

7. The final costs of the proceedings in the amount of USD 16,000.00 are to be paid by [Swansea] to FIFA reference to case no. TMS 14403 [...]"

32. On 4 February 2025, the grounds of the Appealed Decision were notified to the Parties.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

33. On 25 February 2025, the Appellant filed its Statement of Appeal in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (the "CAS Code") against the Respondent and FIFA.

34. By letter of 26 February 2025, FIFA noted, *inter alia*, that “*the Appealed Decision is not one of disciplinary nature*”, and that “*the appeal in question does not appear to contain any substantial request against FIFA*”, based on which FIFA submitted that it “*lacks any legal interest in the matter (not to say standing to be sued)*” and therefore asked to be excluded from the present proceedings.
35. By letter of 3 March 2025, the Appellant informed the CAS Court Office that it accepted FIFA’s request to be excluded from the proceedings, and by letter of 4 March 2025 from the CAS Court Office, it was confirmed that FIFA was excluded from the proceedings.
36. On 7 March 2025, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code.
37. On 28 April 2025, the Respondent filed its Answer in accordance with Article R55 of the CAS Code.
38. By letter of 29 April 2025, in accordance with Article R54 of the CAS Code, the Parties were informed that Mr Lars Hilliger, Attorney-at-Law in Copenhagen, Denmark, had been appointed as Sole Arbitrator.
39. By letter of 6 May 2025 to the CAS Court Office, the Appellant wrote, *inter alia*, as follows:

“[...] In light of the lack of any witness evidence produced by the Respondent, and in order to assist the Panel’s better understanding of the extensive evidence adduced by the Appellant in this case, under the provisions of Article R44.3 of the Code (applicable mutatis mutandis to the appeal proceedings under Article R57 of the Code), the Appellant requests that the Respondent provides voluntarily:

(1) witness evidence from the Respondent itself in respect of (at the very minimum):

a. the communications which took place with the Player’s representative, Simon Ledwith, in respect of the Player joining the Respondent and the waiver requested from it;

b. the process of signing the waiver letter at the Appellant’s request (see page 310 of the Appendix to the Appeal) and what the Respondent meant at the time when the waiver was signed on 19 May 2022 by stating: (i) the Player was being registered for the Respondent on a “playing basis only”; and (ii) it not seeking “compensation for the time he has spent with us”. In other words, what was the Respondent agreeing to waive by way of “compensation” when the Player was at that time an amateur player;

c. its knowledge of the dual registrations system at an amateur level in England and the regulations that a player can be registered for more than one team at the same time (see the standard league rules at 18(H) at page 464 of the Appendix to the Appeal);

d. its knowledge of the Player playing for other clubs over the same period of time which he was registered to play for it;

e. the Player’s playing history for it; and

f. evidence of the Player's actual registration dates with it in light of the submissions from the Kent County Football Association that the Player was not registered for it for the 700 days claimed (see page 439 of the Appendix to the Appeal). Holding this information is required of the Respondent under the standard league rules at 18(J) (see page 464 of the Appendix to the Appeal) with rule 18(k) confirming that registrations are for one Playing Season only. Note that Playing Season is defined as the period between the date on which the first competitive fixture in the Competition is played each year until the date on which the last competitive fixture in the Competition is played (see page 453 of the Appendix to the Appeal);

(2) witness evidence from the Player in respect of (at a very minimum):

a. whether the player: (i) who was registered for the clubs listed in the Appendix to the Appeal which are not shown on the player passport; and (ii) who has the same name, date of birth and likeness as him, was him or not;

b. his playing history with the Respondent and his evidence on page 486 of the Appendix to the Appeal that he never trained with the Respondent;

c. whether the X (formerly Twitter) account with the handle @wwasirii belongs to him, as an account with that handle: (i) shows images of a player which resembles him; and (ii) details his involvement at clubs not listed on the player passport e.g. with Corinthian Casuals (see page 593 of the Appendix to the Appeal); and

d. whether the YouTube clip of a player with the same name and likeness of him having signed to play for Grand Athletic in December 2020 is actually him or not (see page 584 of the Appendix to the Appeal); and

(3) documentation within its possession, custody and control relating to the Player's registration for it and the Player's time actually spent with the Respondent, including its correspondence with the Player, his agent/representative (and/or former agents/representatives) and its correspondence with The Football Association, its County Football Association and affiliated leagues, including but not limited to:

a. the full chain of correspondence between the Respondent and The Football Association. This has not been disclosed by the Respondent's representatives, merely the response from The Football Association to its request. This is key to understanding the response of The Football Association in the light of what was requested; and

b. any correspondence with the Player's representative Simon Ledwith in or around May 2022 when the waiver document was requested to be sent to the Appellant. The email sent to Mr Ledwith (see page 302 of the Appendix to the Appeal) makes it quite clear that the waiver requested is in respect of training compensation and that the Player would not be signing for the Appellant without such documentation. This documentation is key to understanding the Respondent's understanding and intention in May 2022 when agreeing to waive "compensation" for the time the Player was registered for it.

It is understood that the Player re-registered to play for the Respondent in both the SFL – London league and the Orpington and Bromley District Sunday League this season prior to his move overseas to play football in Latvia. It is therefore evident that the Player has been in contact with the Respondent this season, so it is not understood why this evidence could not have been supplied with the Respondent’s Answer.

In the event that the above evidence is not provided voluntarily by the Respondent, the Appellant requests that the Panel order the production of the requested information. [....]”

40. By letter of 14 May 2025, the Respondent requested that the Appellant’s request for submission of new evidence be rejected.
41. By letter of 20 May 2025, the Parties were informed that the Sole Arbitrator had decided to have a hearing in the present matter, which would be held by videoconference. Moreover, the Parties were informed that he had decided to deny the Appellant’s request for the production of evidence.
42. The Sole Arbitrator found no exceptional circumstances which he deemed would be applicable to the late request in accordance with Article R56 of the CAS Code, and the Sole Arbitrator further noted that in its Appeal Brief the Appellant had not called, or even mentioned, the possibility of calling any other witnesses other than Mr Greenwood.
43. By letter on 26. June 2025, the Appellant forwarded a request for admission of additional evidence under Article R58 of the CAS Code, since such evidence “*was unfortunately received shortly after the Appellant’s Appeal brief was submitted to the CAS on 7 March 2025, however, the information contained was requested prior to the deadline.*” and since such evidence “*is of exceptional importance and relevance to the arguments already presented in the Appellant’s submissions [...]*”.
44. By letter of 8 July 2025, the Respondent submitted that pursuant to Article R56 of the CAS Code, the new material was inadmissible and should be rejected.
45. By letter 12 August 2025, the Parties were informed that the Sole Arbitrator had decided not to admit the Appellant’s submission and new document dated 26 June 2025 into the file, as the Sole Arbitrator found no exceptional circumstances in this regard in accordance with Article R56 of the CAS Code.
46. The Parties both duly signed and returned the Order of Procedure.
47. On 28 August 2025, a video hearing was held.
48. In addition to the Sole Arbitrator, Mr Giovanni Maria Fares, Counsel to the CAS, and the following persons attended the hearing:

For the Appellant:

Ms Lis Coley, Legal Counsel

Mr Finley Davis, Paralegal

Mr Gerard Cassidy, Financial Controller – Observer

Mr Ben Greenwood, Head of Football Operation, Witness

For the Respondent:

Mr Thom  s Prestes Bosak, Legal Counsel

Ms Michelle Acierno, Legal Counsel

49. At the outset of the hearing, the Parties confirmed that they had no objections to the appointment of the Sole Arbitrator or in any other regard.
50. The Sole Arbitrator heard the evidence of Mr Greenwood, who was invited by the Sole Arbitrator to tell the truth subject to the sanctions of perjury under Swiss law. The Parties and the Sole Arbitrator had the opportunity to examine and cross-examine the witness.
51. The Parties were afforded ample opportunity to present their case, submit their arguments and answer the questions posed by the Sole Arbitrator. After the Parties' final submissions, the Sole Arbitrator closed the hearing and reserved his final award.
52. Upon the closure of the hearing, the Parties expressly stated that they had no objections in respect of their right to be heard and to have been treated equally and fairly in these arbitration proceedings.

IV. SUBMISSIONS OF THE PARTIES

53. In its Appeal Brief, the Appellant requested the CAS to issue an award as follows:

“(a) the appeal filed by the Appellant is upheld;

(b) first: (i) the Decision to award the Respondent training compensation be set aside and replaced with a new decision confirming the validity of the Respondent's waiver submitted to FIFA TMS by the Appellant; and (ii) to reverse or amend the decision in respect of the payment of costs of those proceedings due to the incorrect submissions to the FIFA DRC made on behalf of the Respondent;

(c) in the alternative, only if [...] (b) is not accepted by the CAS: (i) the Decision to award the Respondent training compensation be set aside and replaced with a new decision which reflects the amended registration history of the Player significantly reducing the sum of training compensation payable to the Respondent; and (ii) to reverse the decision in respect of the payment of costs of those proceedings due to the incorrect submissions to the FIFA DRC made on behalf of the Respondent;

(d) in the alternative, only if both [...] (b) and [...] (c) are not accepted by the CAS: (i) the Decision to award the Respondent training compensation be set aside and replaced with a new decision significantly reducing the level of training compensation adjudicated by the FIFA DRC, being grossly disproportionate to the time that the Player actually spent being trained and developed by the Respondent; and (ii) to reverse or amend the decision in respect of the payment of costs of those proceedings due to the incorrect submissions to the FIFA DRC made on behalf of the Respondent;

(e) in any event: (i) the Respondent shall be required to pay to the Appellant the FIFA procedural costs in the sum of USD 16,000 incurred by it in requesting the grounds of the Decision; (ii) the Respondent shall be required to pay to the Appellant the CAS Court Office Fee and the advance of costs incurred by it in bringing this appeal before the CAS as well as any costs incurred by the CAS in excess of this sum; and (iii) in accordance with Article R64.5 of the CAS Code, the Respondent shall be required to pay to the Appellant a contribution towards its legal fees and other expenses incurred in connection with these proceedings.”

54. The Appellant’s submissions, in essence, may be summarised as follows:

- Article R57 of the CAS Code gives the Sole Arbitrator the full power to review the facts and the law. The Sole Arbitrator may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance.
- Moreover, pursuant to the applicable rules, the CAS has the power to admit evidence that was available at the time when the Appealed Decision was issued in the interests of ensuring the correct decision is reached.
- Due to the circumstance of the case, including the request made by the Player in return of giving evidence in these proceedings, the CAS should not draw any adverse inference from the failure of the Appellant to obtain witness evidence from the Player.

The Waiver:

- In June 2022, when the Player signed his first professional contract with the Appellant, the FIFA Clearing House was not yet in operation, and therefore the document issued was the traditional player passport rather than the Electronic Player Passport.
- The Appellant had no reason at the time when the Player Passport was issued to doubt its accuracy and therefore it placed reliance on it. The issue of reliance on the Player Passport therefore only came to light around two years after the Player signed for the Appellant rather than during the Electronic Player Passport review phase.
- The evidence on file confirms that professional players are not permitted in the Orpington and Bromley District Sunday Football League, apart from in very limited

circumstances, which do not apply here. The Respondent, which participates in the said Sunday Football League, therefore was not permitted to register the Player under contract and benefit from the additional protections and compensation which this status affords a club.

- Moreover, it is not disputed, and also evidenced in the Appealed Decision, that a transfer fee is not payable when an amateur player changes club since such a player is not contracted to a club and therefore is free to join another club without a transfer fee being payable.
- As such, the only compensation which could have been payable to the Respondent upon the Player joining the Appellant is training compensation under the FIFA RSTP.
- The Appellant is aware of the CAS jurisprudence which states that for a waiver to be valid it must be clear and unequivocal and that it is important for clubs who intend to rely upon training compensation being waived to ensure that the waiver document makes specific reference to the entitlement to training compensation under the FIFA RSTP that is being waived.
- Moreover, it is acknowledged that the Waiver, which was signed by the Respondent's Chairman, does not explicitly state that the Respondent's entitlement to training compensation under the FIFA RSTP is being waived, but this was the only type of compensation potentially due to it which could have been waived in the Waiver.
- However, pursuant to CAS jurisprudence, the inclusion of the wording "*training compensation under the RSTP being waived*" is not mandatory for a waiver to be deemed valid, and there will obviously be circumstances where it is clear and obvious what the wording means, even without those specific words being included. This is one such case.
- As such, the CAS has the discretion to determine whether the wording is sufficiently clear and unequivocal.
- The Waiver signed by the Chairman of the Respondent, does contain a clear and unequivocal renunciation of training compensation as the wording: "*I can confirm that we will not seek compensation for the time he has spent with us*" could have no other meaning except that the Respondent waives its right to training compensation under the FIFA RSTP.
- The Waiver is clear and unambiguous in light of the Player's amateur status, and therefore the criteria for a valid waiver are met.
- In any case, and even when requested to do so by the Appellant, the Respondent failed to submit any evidence regarding the intentions of the Chairman of the Respondent when he signed the Waiver or the circumstances surrounding it.
- The Waiver was not drafted by the Appellant.

- Before the signing of the Player, the Appellant obtained valid waivers from all the other clubs with which the Player had been registered according to the Player Passport.
- The Appellant would not have signed the Player without having obtained valid waivers from the Player's former clubs, since it didn't want to take on the risk of having to pay training compensation for a player like the Player.

Player Passport – Training Period

- The Appellant does not dispute that training compensation was in principle payable upon the Player registering for it under Article 20 and Annexe 4 of the FIFA RSTP as it was the Player's first professional contract. However, it disputes the accuracy of the Player Passport provided to it by the FA.
- It also appreciates that CAS jurisprudence has found that when there is ambiguous documentation in relation to a player's registration history, the simplest and clearest method for establishing a player's previous clubs "*would have been a letter or statement from the player himself setting out the periods that he was either training with or playing for the Club*". However, unfortunately, the Appellant has not been able to secure a statement from the Player evidencing his playing record and the dates at each club due to his stance that he would only do so in return for payment.
- The Appellant further accepts that in general, it is natural to assume as a general rule that the information contained in the player passports is correct and adequate to ensure that the different stakeholders from the football community are able to rely in good faith on such information, as confirmed by the CAS.
- As already mentioned above, the CAS has the power to admit evidence that was available at the time when the Appealed Decision was issued in the interests of ensuring the correct decision is reached.
- According to the evidence on file, the Player, during the Training Period, was also registered with and/or played a number of matches for multiple clubs, including Tunbridge Wells, Sheppey United, Lordswood, Walton and Hersham, Hatcham Beckenham Manor, Hatchham Vista, Staines Town, Grand Athletic and Corinthian Casuals.
- Some of these other football clubs are more senior level clubs than the Respondent.
- As such, the Appellant has discharged the burden of proof placed upon it to demonstrate the inaccuracy and incompleteness of the Player Passport by the compelling evidence produced during these proceedings, and it has met the onus placed upon it to substantiate its allegations and to affirmatively prove the facts on which it relies.
- CAS jurisprudence highlights that where there is a lack of accurate records confirming a player's registration history, and where a number of registrations do not

appear in the player passport, the Sole Arbitrator has the power to amend the training period (which in turn reduces the level of training compensation payable) (see e.g. CAS 2016A/4604, para 141).

- In CAS 2015/A/4214, para 101, it is further stated that *“it cannot be entirely ruled out that isolated errors or inaccuracies may occur, in which case they should be rectified as soon as possible after detection.”*
- The Appellant has requested the FA to amend the Player Passport and provided it with substantial evidence behind its request, but the FA has refused so far to amend the Player Passport.
- The Appellant has been informed by both its own Member Association, the FAW, and by the FA that when a system which permits a player to be registered for more than one club at a time is in operation, then the more senior level club should be allocated the training rewards under the FIFA RSTP for that period.
- What is clear is that the FA has permitted the registration of players at more than one club at a time in contravention of Article 5 (3) of the FIFA RSTP, which may be the reasoning behind its reluctance to amend the Player Passport.
- The fact that the FIFA RSTP only allows a player to be registered with one club at a time does not mean that this does not happen, which is the case with the Player.

Training compensation

- The Player was never trained and educated by the Respondent for 700 days as alleged, and the Appellant has provided substantial and conclusive evidence in this respect.
- In this regard, the Respondent’s submission to the FIFA DRC was materially misleading.
- As set out in CAS jurisprudence (i.e. CAS 2015/A/4214) *“Overall, the primary purpose of the rules regulating training compensation is to ensure that clubs investing in the training and education of a young player are entitled to a financial reward for the sporting education in case the player becomes a professional player to the benefit of his future professional clubs.”*
- In other words, for a club to be entitled to a financial reward, it has to invest in the training and education of a young player. The Respondent never invested in the training and education of the Player.
- There is no evidence of any training and education of the Player by the Respondent other than the fact that the Player played a limited number of matches (6-7) for it during the same time as he was registered with, and potentially being trained and developed by, more senior level clubs, for which he played 65 matches during the Training Period.

- Therefore, for the FIFA DRC to award the sum set out in the Appealed Decision is clearly disproportionate to the actual time that the Player spent with the Respondent, and, thus, the CAS is requested to reduce the sum payable to the Respondent.
- Whilst the CAS has previously stated (CAS 2015/A/4214 para 132) that: *“it is of no relevance to the calculation of the amount of training compensation whether the Player only played a limited number of matches during his time with the Respondent”*, this scenario is quite different where the Player was clearly registered for more than one club at a time, and the clubs playing at a more senior level would undoubtedly have had higher training and development costs.
- In this case, the Player himself has confirmed that he only played for the Respondent and did not train, based on which the CAS should deviate from its previous stance in this respect and that it is fair to calculate the training compensation payable based upon the time the Player spent playing for the Respondent.

55. In its Answer, the Respondent requested as follows:

- “a) That the present Answer to the Appeal be deemed admissible.*
- b) That the new evidence enclosed by the Appellant be considered inadmissible;*
- c) That the Appeal be rejected in totum;*
- d) That the Appealed Decision be confirmed in totum and that the initial claim of the Respondent be fully accepted;*
- e) That the Appellant be ordered to bear the entire cost and fees of the present arbitration, as well as to the proceedings before the FIFA DRC;*
- f) That the Appellant be ordered to pay the Respondent a contribution towards legal fees and other expenses incurred in connection with the proceedings in an amount not less than CHF 10,000, or the amount deemed fair by the Sole Arbitrator.”*

56. The Respondent’s submissions, in essence, may be summarised as follows:

- In its Appeal Brief, the Appellant adopted an entirely new defence strategy compared to the one embraced during the proceedings before the FIFA DRC and introduced several new documents as evidence.
- During the proceedings before the FIFA DRC, the Appellant argued the existence of a waiver signed by the Respondent, in which it purportedly waived all rights to training compensation.
- However, in the Appeal Brief, the Appellant completely disregarded its previous line of defence and asserted that the Player had been registered with multiple other clubs during the same period as his registration with the Respondent, introducing new evidence in an attempt to substantiate this claim.

- The aforementioned new documents are inadmissible according to Article R57 (3) of the CAS Code, which states that *“The Panel has discretion to exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered”*.
- In line with CAS jurisprudence (see CAS 2022/A/8829 paras 95, 96, 99 and 100), all the aforementioned new documents presented by the Appellant in the Appeal Brief should be completely disregarded by the Sole Arbitrator.

The Waiver:

- The Respondent never waived any FIFA training compensation entitlement in connection with the registration of the Player.
- Pursuant to CAS jurisprudence (CAS 2017/A/5277) *“The validity of a conventional waiver is subject to a clear and unequivocal declaration by the party concerned, requiring clear language reflecting the party’s intention to renounce its rights. Implied waivers would not be recognized. Accordingly, and given that training compensation is a right stipulated in the RSTP, the existence of a waiver of this right may only be assumed in case it was unmistakable that the renouncing club had indeed intended to waive its right to training compensation.”*
- Moreover, a waiver must be considered to have a clear, distinct and unambiguous language, which is not the case in the present matter (see CAS 2009/A/1893), and a waiver of a right can never be assumed lightly (see CAS 2006/A/1189).
- What is more, the long-standing and well-established jurisprudence of the FIFA DRC determines that any waiver of FIFA training compensation must refer expressly and specifically to the FIFA RSTP, which did not occur in the present case.
- The Appellant’s allegation that the only logical interpretation is a waiver of training compensation is fundamentally flawed. A valid waiver must be explicit, specific and leave no room for doubt.
- In this case, the Waiver contains vague, generic and broad language, merely referring to “compensation” without expressly mentioning FIFA training compensation under Article 20 and Annexe 4 of the FIFA RSTP.
- Furthermore, FIFA regulations do not allow training compensation to be waived implicitly or through ambiguous wording, as this would enable the new club to evade its obligation to compensate the training club for a player’s development.
- Therefore, given that the Waiver presented by the Appellant does not fulfil the requirements of both CAS and FIFA jurisprudence related to waivers of training rights, as it does not contain a clear, unambiguous and unequivocal wording concerning the FIFA training compensation in connection with the Player’s registration, such a document cannot be considered as a valid and binding waiver of FIFA

training compensation, and the Appellant never discharged its burden to prove that this is the case.

- The Appellant never obtained any waivers from the clubs with which the Player was allegedly also registered during the Training Period according to the Appellant
- Moreover, for the sake of completeness, the Respondent submits that, rejecting the validity of the Player's uninterrupted registration with the Respondent and denying the corresponding training compensation would constitute a clear circumvention of the FIFA RSTP and would be contrary to the purpose of the training compensation structure as designed by FIFA.
- If it was true that the Player was registered with other clubs, the Appellant would have tried to acquire similar alleged waivers with such clubs, which it did not. Accepting the Appellant's arguments would create a dangerous precedent, allowing clubs to evade their financial obligations through ambiguous documents and unproven assertions, ultimately undermining the entire training compensation system.

Player Passport – Training Period

- The Player was registered with the Respondent from 7 November 2019 until 6 October 2021, amounting to 700 days of uninterrupted registration. This fact is confirmed by FIFA in paragraph 10 of the Appealed Decision.
- However, the Appellant now alleges that this was not the Player's sole registration during that period, but rather that he was simultaneously registered with multiple clubs.
- Furthermore, the Appellant accuses the Respondent of acting in bad faith, asserting that the claim was misleading, and that the Respondent was fully aware of the Player's alleged registration with other clubs.
- The Respondent never acted in bad faith and never raised any misleading claim before FIFA.
- In any case, this completely new line of defence, in addition to the new above-mentioned evidence, brought by the Appellant in the Appeal Brief, should not be considered by the Sole Arbitrator on the assessment of the present dispute, according to Article R57 par. 3 of the CAS Code.
- In any case, the (inadmissible) evidence presented by the Appellant is not sufficient to set aside the presumption of the accuracy of the information contained in the Player Passport.
- Regardless of any possibility of dual registration, locally in England under the FA regulations and only under certain circumstances, the FIFA RSTP is clear in establishing in its Article 5 par. 3 that *"A player may only be registered with one club at a time"*.

- Be that as it may, any dual registration possibility does not apply in the present case. The Player was solely registered with the Respondent throughout the relevant period, as confirmed by the FA's Player Passport.
- The Appellant's allegation that the Player was simultaneously registered with other clubs is entirely unsubstantiated. The Appellant failed to provide conclusive evidence of any additional registrations in the official records of the FA.
- Furthermore, the evidence presented by the Appellant consists purely of speculation, lacking any official documentation that would support its allegations. In the absence of clear evidence, the presumption of accuracy of the FA's Player Passport must prevail.
- Article 7 of the FIFA RSTP establishes that the Player Passport is the main evidence of a player's registrations throughout his career, and the CAS has long-standing jurisprudence corroborating the importance of the player passport (see e.g. CAS 2015/A/4214): *"The fundamental role in establishing the entitlement of the clubs to training compensation that is played by the player's passport naturally assume, as a general rule, that the information contained in the player's passports is correct and adequate to ensure that the different stakeholders from the football community are able to rely in good faith on such information"*.
- Moreover, in relation to the alleged errors in the Player Passport, the FA confirmed, once again, in a written statement dated 28 April 2025, the accuracy of the information therein, stating that *"The FA can confirm that the registration history of the player Wasiri Ola Williams with Hatcham FC, as set out in the Player Passport issued by The FA on 14 May 2024, is accurate"*.
- Furthermore, the Appellant's argument that the period during the COVID-19 pandemic should not be counted for training compensation purposes is entirely unfounded.
- FIFA did not introduce any amendments or exemptions to the calculation of training compensation due to COVID-19. The standard method of calculation, as established under Article 5 of Annexe 4 of the FIFA RSTP, remained unchanged despite disruptions caused by the pandemic.
- Even if training activities were temporarily affected due to lockdowns or restrictions, the crucial factor for training compensation remains the Player's formal registration with the training club.
- The information contained in the FA's Player Passport not only has the presumption to be accurate, but it has been, once again, confirmed by the only competent authority, i.e. the FA.
- The Appellant arguing that the information is incorrect has the burden of demonstrating the flaws in the Player Passport, and the standard to set aside the presumption of the accurate information contained in the Player Passport must be high.

- In the case at hand, the evidence presented by the Appellant does not prove the registration of the Player with other clubs. Thus, it is clear that the Appellant did not meet the standard of both Article 13 par. 5 of the FIFA Procedural Rules and of Article 8 of the Swiss Civil Code. Hence, the information contained in the Player Passport must be considered accurate.
- Lastly, it must be stressed that FIFA acknowledged and confirmed, once again, the authenticity of the information of the Player's registration before the FA upon the issuance of the "*FIFA determination on the Electronic Player Passport 26090 for the player Wasiri Ola Williams*" on 27 October 2023, in which it determined the Player's career's registration as final and binding, with his entire registration during the relevant period being undisputedly with the Respondent.
- The Appellant was fully aware of these registration dates and accepted them by not challenging the Electronic Player Passport (EPP-26090) at any stage, thereby acknowledging and confirming the accuracy of the information therein.
- As such, the information contained in the FA's Player Passport is accurate, final and binding and should not be disregarded in the assessment of the present case.

V. JURISDICTION

57. Article R47 of the Code provides as follows:

"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."

58. With respect to the Appealed Decision, the jurisdiction of the CAS derives from Article 49 par. 1 and Article 50 par. 1 of the FIFA Statutes, which state "*FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents.*" and "*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.*", respectively.
59. In addition, neither the Appellant nor the Respondent objected to the jurisdiction of the CAS, and both Parties confirmed the CAS jurisdiction when signing the Order of Procedure.
60. It follows that the CAS has jurisdiction to decide on the appeal of the Appealed Decision.

VI. ADMISSIBILITY

61. Article R49 of the Code provides 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. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the other parties.

62. Moreover, and as already mentioned above, it follows from Article 50 par. 1 of the FIFA Statutes that “*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*”, which is also in line with the wording of the Appealed Decision as stated under Jurisdiction.

63. The grounds of the Appealed Decision were forwarded to the Appellant on 4 February 2025, and the Appellant’s Statement of Appeal was lodged on 25 February 2025, i.e. within the statutory time limit of 21 days set forth in Article R49 of the CAS Code, which is not disputed. Furthermore, the Statement of Appeal and the Appeal Brief complied with all the requirements of Articles R48 and R51 of the CAS Code.

64. It follows that the appeal is admissible.

VII. APPLICABLE LAW

65. Article R58 of the 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.”

66. Article 49 par. 2 of the FIFA Statutes determines 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.”

67. Based on the above, and with reference to the Parties’ submissions, the Sole Arbitrator is satisfied that the various regulations of FIFA are primarily applicable, and subsidiarily Swiss law should the need arise to fill a possible gap in the various regulations of FIFA.

VIII. MERITS

68. Initially, the Sole Arbitrator notes that it is undisputed between the Parties that pursuant to the Player Passport, the Player was duly registered with the Respondent as an amateur player during the Training Period, which ran from 7 November 2019 to 6 October 2021.
69. Moreover, it is undisputed that the Player signed his first professional contract and was registered for the first time as a professional when he signed an employment contract with the Appellant on 16 June 2022.
70. The Sole Arbitrator also notes that the Appellant does not dispute that training compensation pursuant to the rules set out in Article 20 and Annexe 4 of the FIFA RSTP was in principle payable to the Player's former clubs, including the Respondent, as a consequence of the Player's registration as a professional with the Appellant.
71. However, the Parties disagree over whether the Respondent did in fact validly waive the right to receive such training compensation from the Appellant and, if this is not the case, over the amount to which the Respondent would then be entitled based on the Player's football career and registration history.
72. In this respect, the Appellant, on the one hand, submits, *inter alia*, that the Waiver constitutes a valid and legally binding waiver, pursuant to which the Respondent, in a clear and unequivocal manner renounced its right to training compensation payable by the Appellant regarding the Player. The Respondent, on the other hand, submits, *inter alia*, that it never intended to renounce such a right and that the waiver in any case does not fulfil the requirements of both CAS and FIFA jurisprudence related to waivers of training rights as it does not contain a clear, unambiguous and unequivocal wording concerning the FIFA training compensation in connection with the Player's registration. As such, the Waiver cannot be considered as a valid and binding waiver of FIFA training compensation, and the Appellant never discharged its burden to prove that this is the case.
73. Moreover, and with regard to the actual amount of training compensation payable to the Respondent in case it is found that such entitlement has not been validly waived, the Appellant submits, *inter alia*, that the sum set out in the Appealed Decision is clearly disproportionate to the actual time the Player spent with the Respondent and, consequently, must in any case be reduced substantially, which the Respondent denies.
74. Thus, the main issues to be resolved by the Sole Arbitrator are
- A) Is the Appellant, as a result of the registration of the Player with the Appellant, obliged to pay training compensation to the Respondent for the training and education of the Player during the Training Period?
 - B) In the event that A) is answered in the affirmative, what amount of training compensation must the Appellant pay to the Respondent?

- A) Is the Appellant, as a result of the registration of the Player with the Appellant, obliged to pay training compensation to the Respondent for the training and education of the Player during the Training Period?**
75. Initially, the Sole Arbitrator observes that it is undisputed between the Parties that subject to a valid and legally binding waiver, it is possible for a club with which a football player has previously been registered to waive the right to receive any amount of training compensation from another club pursuant to the FIFA RSTP.
76. The Sole Arbitrator notes in this regard that he concurs with the findings of the Panel in CAS 2017/A/5277, para 70, which found that *“It is common for various set of laws, including Swiss law, that, in general, rights may be waived voluntarily, unless (i) the waiver is contrary to law, public policy or good morals and given that (ii) the person making the waiver has the capacity/authority to do so; (iii) the waiver is made clearly; and (iv) the person has the right he is renouncing.”*
77. Based on the facts of the case and on the Parties’ submissions, the Sole Arbitrator finds that it is up to the Appellant to discharge the burden of proof to establish that the Respondent did in fact renounce its right to training compensation payable by the Appellant in a valid and legally binding manner.
78. In doing so, the Sole Arbitrator adheres to the principle established by CAS jurisprudence that *“in CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue. In other words, the party which asserts facts to support its rights has the burden of establishing them (...). The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence”* (e.g. CAS 2003/A/506, para. 54; CAS 2009/A/1810&1811, para. 46; and CAS 2009/A/1975, paras. 71ff).
79. The Sole Arbitrator observes, with regard to the prerequisites mentioned in para 76 above, that it appears undisputed between the Parties that the Waiver (i)) is NOT *contrary to law, public policy or good morals*, (ii)) that Mr Ryan Reynolds, who issued the Waiver in his capacity of Chairman of the Respondent, had sufficient *capacity/authority to do so*, and (iv)) that the Respondent was in principle entitled to receive training compensation from the Appellant in connection with the Player signing his first professional contract with the Appellant, even if the Parties are in disagreement over the actual amount of compensation.
80. Based on the circumstances of the case and the information on file, the Sole Arbitrator finds no reason not to concur with the Parties in this regard.
81. However, as already mentioned above, the Parties are in dispute regarding whether the Waiver (iii)) is *made sufficiently clear* to constitute a valid and legally binding waiver with regard to the Respondent’s entitlement to training compensation payable by the Appellant in connection with the Player.

82. In this regard, the Sole Arbitrator initially notes and (again) concurs with the Panel in CAS 2017/A/5277, para 79, when it states, *inter alia*, that “*the validity of a conventional waiver under Swiss law is subject to a clear and unequivocal declaration by the party concerned. Training compensation being a right stipulated in the RSTP, the existence of a waiver of this right could only be assumed in case it was unmistakable that the renouncing club had indeed intended to waive its right to training compensation under the applicable regulations. The criterion that the waiver be unequivocal is adopted by DRC and CAS. According to developed standards, DRC and CAS require clear language reflecting the party’s intention to renounce its rights, thus implied waivers would not be recognized.*”
83. The Sole Arbitrator notes that the Waiver, which was issued by the Chairman of the Respondent, states as follows:
- “Regarding player Wasiri Ola Williams; he was registered with Hatcham FC on a non contract/playing basis only*
- I can confirm we will not seek compensation for the time he has spent with us.”*
84. Based on the Parties’ different understanding of the meaning of the Waiver, and in order to assess its meaning and possible consequences, the Sole Arbitrator finds that the Waiver must be read and interpreted in accordance with the principles of Swiss law, in particular in accordance with the principles set out in Article 18 of the Swiss Code of Obligations (the “SCO”).
85. The Sole Arbitrator notes that Article 18 of the SCO stipulates as follows (free translation):
- “When assessing the form and terms of a contract, the true and common intention of the parties must be ascertained without dwelling on any inexact expressions or designations they may have used either in error or by way of disguising the true nature of the agreement.”*
86. Article 18 of the SCO is based on the assumption that two or more parties have concluded a contract and, in principle, do not dispute its effectiveness.
87. In this regard, the Sole Arbitrator notes that even if the Waiver is not to be considered a contract per se between the Parties, the principles of interpretation pursuant to Article 18 of the SCO are nevertheless, *mutatis mutandis*, applicable to the Waiver.
88. In this regard, it is noted that Article 18 (1) of the SCO provides that the content of the agreement must be construed according to the true intentions of the parties. Thus, the parties’ subjective will has priority over any contrary declaration in the text of the contract. In case a common subjective will of the parties cannot be ascertained, the content of the contract must be determined by application of the principle of mutual trust (CAS 2017/A/5172, para 73). In SFT 127 III 444 para b), the Swiss Federal Tribunal indicated as follows (free translation):

“To determine if there has been an agreement between the parties one must first seek their true and common intention (art. 18 para.1 SCO). The judge must therefore first establish the true will of the parties, empirically as the case may be, based on clues. If he cannot establish the true will or he finds that one of the parties did not understand the true will expressed by the other party, the judge will seek the meaning that the parties could and should have given to their respective declarations in accordance with the rules of good faith (application of the principle of trust).”

89. In the case at hand, and based on the specific circumstances of the case and the Parties’ submissions, the Sole Arbitrator will seek the meaning that the Parties could and should have given to the Waiver in this particular situation.

90. In this regard, the Sole Arbitrator initially observes that it appears uncontested that the Waiver was forwarded to the Appellant by the Respondent following the Appellant’s letter of 17 May 2022 to the representative of the Player, which stated, *inter alia*, as follows:

“[...] Currently, if Wasiri signed for Swansea City on a professional contract the club could be liable to pay a large sum of training compensation to his previous clubs.

Unfortunately we are not currently in a position to proceed. We would require waiver letters from all clubs from age 12 to current stating that no training compensation is payable [SIC] in relation to the player.”

91. Mr Greenwood, the Appellant’s Head of Football Operations, confirmed during the hearing that the Waiver was not drafted by him, but was received directly from the Chairman of the Respondent following the above-mentioned letter to the Player’s representative.

92. Thus, and without any evidence in support of the opposite, the Sole Arbitrator finds that the Waiver was presumably drafted by the Respondent or, in any case, approved by the latter.

93. The Sole Arbitrator further observes that the Appellant requested the Respondent to return the Waiver duly signed and with the Respondent’s letterhead attached, which the Respondent did. The Sole Arbitrator finds in the regard that by being requested to forward the Waiver in such an “official” manner, it had to be clear – or should have been clear – to the Respondent that the Waiver was in fact considered as materially important by the Appellant and, thus, should in good faith not be issued without having given thoughts to its content, also from a legal perspective.

94. The Sole Arbitrator notes in this regard that it is not disputed by the Respondent that the Player was never under contract with the Respondent, and the Respondent was therefore not in a position to receive any possible transfer compensation in connection with the Player signing his first professional contract with the Appellant.

95. Moreover, it is not disputed that the question of a possible entitlement to receive any amount of Solidarity Contribution pursuant to the FIFA RSTP was never relevant in this

case, nor did the Respondent submit to have any other potential claim against the Appellant.

96. As such, the Sole Arbitrator finds that the only claim the Respondent could apparently possibly have had at the time of forwarding the Waiver to the Appellant was a possible claim for training compensation, which, in the Sole Arbitrator's view, was, or at least should have been, evident to the Respondent, which it already was to the Appellant. The Sole Arbitrator notes in this regard that the Respondent did not file any evidence, nor did it bring any witnesses to the hearing, in order to clarify what kind of "*compensation*" it was referring to in the Waiver if not training compensation.
97. The Sole Arbitrator further notes that the Waiver refers to "*compensation for the time he has spent with us*", which seems to be a reference in line with a possible claim for training compensation.
98. Moreover, and for the sake of good order, the Sole Arbitrator notes that pursuant to the Waiver, the Respondent confirms that the Player was only "*registered with Hatcham FC on a non contract/playing basis only*", which is another factor that does not go against the Appellant's understanding that the Waiver was referring to the Respondent not seeking compensation for any training and education of the Player.
99. As such, in this situation and based on the circumstances of the case, the Sole Arbitrator finds that not only the Appellant, but also the Respondent could and should in good faith have expected that the wording of the Waiver had, or would be read at having, the meaning that the Respondent was waiving any right to receive any training compensation payable by the Appellant in connection with the Player signing his first professional contract with the Appellant.
100. As such, the Sole Arbitrator finds that the Waiver does constitute a sufficiently clear and unequivocal waiver of the said right, even if the Waiver does not literally contain the term "*training compensation*".
101. Based on the above, the Sole Arbitrator finds that the Respondent has validly and legally renounced, with binding effect on the Parties, its right to receive any possible training compensation pursuant to the FIFA RSTP payable by the Appellant in connection with the Player signing his first professional contract with the Appellant.
102. Based on the above, the Sole Arbitrator finds no reason to look further into the question whether the calculation of training compensation in the Appealed Decision was correct and proportional, and, along these lines, the Sole Arbitrator finds it redundant to deal with the Respondent's submission regarding the alleged inadmissibility of the Appellant's new documentation in this regard.

IX. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Swansea City AFC against the decision rendered by the Dispute Resolution Chamber of the FIFA Football Tribunal on 8 January 2025 is upheld.
2. The decision rendered by the Dispute Resolution Chamber of the FIFA Football Tribunal on 8 January 2025 is set aside.
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 16 September 2026

THE COURT OF ARBITRATION FOR SPORT

Lars Hilliger
Sole Arbitrator