

Disciplinary Committee

Date: 09 May 2022

FIFA®

Sent to:
Football Association of Wales
jhoughton@faw.cymru

Cc.
UEFA

Notification of the grounds of the Decision

Ref FDD-10718

Dear Sirs,

Please find attached the grounds of the decision passed in the aforementioned case by a member of the FIFA Disciplinary Committee on 21 April 2022.

We would appreciate your taking due note of this decision and ensuring its implementation.

Yours faithfully,

FIFA



Carlos Schneider
Director of the FIFA Judicial Bodies

Fédération Internationale de Football Association

FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland
Tel: +41 43/222 7777 - Email: Disciplinary@fifa.org

Decision of the FIFA Disciplinary Committee

passed on 21 April 2022

DECISION BY:

Jorge Ivan PALACIO (Colombia), Chairperson

ON THE CASE OF THE:

Football Association of Wales

(Decision FDD-10718)

REGARDING:

FIFA Disciplinary Code, Article 16 - Order and security at matches (FDC 2019)

I. FACTS

1. The following summary of the facts does not purport to include every single contention put forth by the actors at these proceedings. However, the Chairman of the FIFA Disciplinary Committee (**the Committee**) has thoroughly considered any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of its position and in the ensuing discussion on the merits.
2. On 24 March 2022, a match was played between the representative teams of Wales and Austria in Cardiff (Wales – Attendance 32,053 spectators – Final score 2-1) in the context of the Preliminary Competition of the FIFA World Cup Qatar 2022™, European Zone (**the Match**).
3. In this context, the Match Commissioner of the Match mentioned the following incident in his report (**the MC Report**):

“Use of pyrotechnics (home team): After the first goal, in the 26 minutes, the home supporters in Canton Stand threw a bengal light which landed in the green area outside the pitch. There was no danger to the players and didn't affect the match.”

4. In view of the foregoing, on 25 March 2022, disciplinary proceedings were opened against the Football Association of Wales (**the Respondent**) with respect to a potential breach of art. 16 of the FIFA Disciplinary Code (**FDC**). In particular, the latter was provided with the aforementioned report and was granted a six-day deadline to provide the Secretariat to the FIFA Disciplinary Committee (**the Secretariat**) with its position.
5. On 29 March 2022, the Respondent requested an extension of the deadline to provide its position, which was granted on the same day.

II. RESPONDENT'S POSITION

6. On 8 April 2022, the Respondent provided its position, which can be summarised as follows:
 - *“[It] accept[s] that in accordance with Article 16(2) of the FIFA Disciplinary Code (FDC) that all Associations are liable for inappropriate behaviour on the part of their supporters and may be subject to disciplinary measures and directives even if they can prove that have not been negligent in any way in the organisation of the match”;*
 - *“[It] further accept[s] after reviewing the match delegate's report in the 26th minute of the match, a red pyrotechnic device was thrown onto the perimeter “green area” outside of the field of play from Wales' supporters from the Canton Stand. To clarify the matter the delegate has stated a “bengal light” was the device that was lit but upon [its] own investigation the device was a “smoke grenade”. [It] understand[s] and agree[s] regardless of the specific device used it should have not entered the stadium but [it] wish[es] to ensure the committee has a full record of events. [It] note[s] from the official report that nobody was injured as a result of the incident and was no danger to the players and did not cause a stoppage to the match”;*

- *In the circumstances, [it] respectfully accept[s] that FIFA are entitled to impose disciplinary measures upon the FAW in accordance with Article 6 of the FDC. However, for the reasons given below, [it] ask[s] that any disciplinary measures reflect the fact that the FAW took all reasonable measures to ensure an incident of this nature did not occur”;*
- Regarding the incident in the 26th minute:
 - *“Unfortunately, despite having studied video footage and pictures of the incident, the Police and [the National Security Officer] have been unable to identify the perpetrator on CCTV though [it] will continue to investigate this incident in an attempt to identify the individual who brought the pyrotechnic device into the stadium and subsequently set it off”;*
 - *“[It] can also confirm that the FAW Stadium Security, the South Wales Police and the Match Manager were quick to react to the incident and acted in accordance with UEFA recommendation, letting the device burn out before removing it safely. It is important to note that this did not delay the game as it was outside of the field of play”;*
 - *“This was the only incident to occur during the match which was attended by over 32,000 Wales Supporters”;*
- Regarding the FAW ticketing procedures
 - *“The FAW has adopted a very strict policy in relation to ticketing for Wales’ International matches. As part of that policy, no supporter could have purchased a ticket for the match unless they are a member of the Red Wall Supporters’ Club. Further the FAW employed a staggered sale of tickets on a loyalty basis. When applying for membership, all of their details are taken and entered onto the FAW database. The database is monitored on a regular basis to ensure that none of those members of the Red Wall Supporter’ Club are subject to banning orders”;*
- Regarding stewarding arrangements for Wales home games:
 - The FAW contracts, on a match-by-match basis, with stewards who are employed by Cardiff City Football Club, and also contracted with a consultant to act as the National Security Officer;
 - *“The FAW attempt to promote strong messaging regarding the use of and the ‘No safe use of pyro is possible’. This messaging is sent to supporters via a video communication as part of a “fan pack” to all ticket holders. This [the FAW] hope[s] ensures supporters do not purchase or bring these devices to the ground with the intended use of lighting them within the stadium. Further, [it] understand[s] that this messaging may not be strong enough to target every supporter and take additional measures to attempt to stop any devices entering the ground. Unfortunately, despite [its] best efforts, due to the size and nature of the pyrotechnic device, the individual was able to conceal the device upon entry to the ground”;*
- Regarding action against supporters:
 - *“The FAW take[s] the issue of supporter behaviour extremely seriously. [It has] attempted to be pro-active in this area with the Red Wall Supporters’ Club, the loyalty scheme in place for this match and the close relationship [it has] developed with South Wales Police”;*
 - *“However, if incidents of this nature do occur, the FAW will react in the strongest possible terms. As stated previously, at this moment in time [it has] not identified the individual involved but [it] shall continue [its] investigation and if identified pursue a banning order from*

all football matches, domestically and internationally. [It] will also be liaising with FSF Cymru, the Welsh supporters' organisation, explaining to them that incidents of this nature will not be tolerated and that the FAW will take the most stringent action available";

- *"Further steps will be taken to mitigate the chances of a similar incident firstly for the play-off final match, which [it has] identified as "high risk", and secondly for any other international matches in the future";*
- The FAW requests the FIFA Disciplinary Committee to *"take into consideration the fact that [it is] a relatively small Association and have to operate within their budgetary restraints";*
- In view of all the circumstances exposed, the FAW demands that:
 - *"any disciplinary measure should be in accordance with either Article 6(a) or Article 6(b)" FDC;*
 - *Any fine potentially imposed "should be suspended for a period of 1 year" and "should not exceed 1,000 CHF".*

7. In support of its statement, the Respondent *inter alia* submitted a witness statement from its National Security Officer.
8. The Committee, once again, reiterated that it has considered all the facts, allegations, legal arguments and evidence provided by the Respondent, and in the present decision had only referred to those observations and evidence regarded as necessary to explain its reasoning.

III. CONSIDERATIONS OF THE COMMITTEE

9. In view of the circumstances of the present case, the Committee decided to first address the procedural aspects of the case, *i.e.* its jurisdiction and the applicable regulatory framework, before proceeding to the merits of the case and determining the possible infringements as well as the possible resulting sanctions.

A. Jurisdiction of the FIFA Disciplinary Committee

10. First of all, the Committee noted that at no point during the present proceedings did the Respondent challenge its jurisdiction or the applicability of the FDC.
11. Notwithstanding the above and for the sake of good order, the Committee found it worthwhile to emphasise that, on the basis of art. 2 (1) FDC read together with arts. 53 and 54 FDC, it was competent to evaluate the present case and to impose sanctions in case of corresponding violations.

B. Applicable law

12. In order to duly assess the matter, the Committee firstly began by recalling the content and the scope of the relevant provisions of the 2019 edition of the FDC, which was, in its view, the edition applicable

to the present issue. In particular, the Committee considered that both the merits and the procedural aspects of the present case should be covered by the 2019 edition of the FDC.

13. In this regard, the Committee referred to art. 16 FDC in the following terms:

Art. 16 of the FDC – Order and security at matches

1. *Host clubs and associations are responsible for order and security both in and around the stadium before, during and after matches. They are liable for incidents of any kind and may be subject to disciplinary measures and directives unless they can prove that they have not been negligent in any way in the organisation of the match. In particular, associations, clubs and licensed match agents who organise matches shall:*

- a) assess the degree of risk posed by the match and notify the FIFA bodies of those that are especially high-risk;*
- b) comply with and implement existing safety rules (FIFA regulations, national laws, international agreements) and take every safety precaution demanded by the circumstances in and around the stadium before, during and after the match and if incidents occur;*
- c) ensure the safety of the match officials and the players and officials of the visiting team during their stay;*
- d) keep local authorities informed and collaborate with them actively and effectively;*
- e) ensure that law and order are maintained in and around the stadiums and that matches are organised properly.*

2. *All associations and clubs are liable for inappropriate behaviour on the part of one or more of their supporters as stated below and may be subject to disciplinary measures and directives even if they can prove the absence of any negligence in relation to the organisation of the match:*

- (...)*
- b) the throwing of objects;*
- c) the lighting of fireworks or any other objects;*
- (...)*

14. It is clear from the wording of this provision that its main purpose is to ensure that matches are properly organised so that no incident can occur and disrupt any football match. In particular, the home association/club shall be held responsible for any incidents in and around the stadium, but may be released from any disciplinary measures if it can prove that all necessary measures have been taken, *i.e.* that it was not negligent in the organisation of the match (art. 16 (1) FDC).

15. In contrast to the first paragraph, the second paragraph contains a strict liability rule according to which an association, whether home or visiting, is responsible for the behaviour of its own spectators. In this regard, the Committee recalled that according to CAS jurisprudence, the term “supporter” is an open concept, which must be assessed from the perspective of a reasonable and objective

observer¹. This means that the behaviour of the person may lead a reasonable and objective observer to conclude that the latter is a supporter of that particular club/association. Moreover, CAS specified that the behaviour of individuals and their location in and around the stadium are important criteria in determining the team they support².

16. In light of the above, the Committee concluded that while an association/club may be held responsible for the behaviour of its supporters as per art. 16 (2) FDC, it is incumbent on the adjudicating body to consider whether the Respondent should be subject to the imposition of a sanction is justified.

C. Standard of proof

17. Firstly, the Committee recalled that the burden of proof lies with FIFA, which is required to prove the infringement under art. 36 (1) FDC.
18. Secondly, the Committee pointed out that, according to art. 35 (3) FDC, the standard of "*comfortable satisfaction*" is applicable in disciplinary proceedings. According to this standard of proof, the onus is on the sanctioning authority to establish the disciplinary violation to the comfortable satisfaction of the judging body, taking into account the seriousness of the allegation.
19. Finally, the Committee referred to art. 40 FDC, according to which the facts contained in the match officials' reports, as well as in the supplementary reports or correspondence submitted by the match officials, are presumed to be accurate, bearing in mind that proof of their inaccuracy may be provided.
20. Having clarified the foregoing, the Committee proceeded to consider the merits of the case.

D. Merits of the case

1. Issue of review

21. The Committee started to analyse the evidence at its disposal, in particular the documentation and information provided in the scope of the present disciplinary proceeding to determine the potential violations of the FDC.
22. In this context, the Committee acknowledged from the MC Report that in the 26th minute of the Match, after the first goal was scored, home supporters threw a Bengal light which landed in an area located outside the field of play.
23. Having established the above, the Committee then acknowledged that the Respondent did not deny the occurrence of the reported incident, but rather emphasised on the various efforts it is undertaking to prevent such incidents from happening, further stressing that upon its own

¹ CAS 2015/A/3874.

² CAS 2007/A/1217.

investigations, the firework used appeared to be a “smoke grenade” and not a “Bengal light” as mentioned in the MC Report.

24. In this context and upon reading the uncontested and clear description made by the Match Commissioner, the Committee had no doubt that the aforementioned incident was perpetrated by supporters of the home team (also considering that it was lit after the Welch team had scored their first goal).
25. Having clarified the above, the Committee decided to analyse the abovementioned incident in order to assess whether any provisions of the FDC had been breached.

2. Infringements committed by the supporters of the Respondent

26. To begin with, the Committee recalled that, in line with art. 16 (1) FDC, the Respondent shall be liable for any incidents of any kind that occurred during the Match unless it can prove that it has not been negligent in any way in the organisation of the Match.
27. Upon analysing the specific circumstances at hand, while taking into account the submission of the Respondent, the Committee was comfortably satisfied that the latter was not negligent with respect to the organisation of the Match. In particular, the Committee took due note of the various arrangements implemented by the Respondent with respect to the ticketing, but also in relation to the safety and security of the Match.
28. Notwithstanding the above, the Committee emphasised that the Respondent remained liable for the inappropriate behaviour of its supporters, specifically for those listed under art. 16 (2) FDC.
29. In light of the foregoing, while taking into account that the incident at stake – *namely a firework being ignited and thrown in the direction of the field of play* – was caused by home supporters (cf. above developments), the Committee was satisfied to hold the Respondent responsible for such behaviour in accordance with art. 16 (2) FDC. Indeed, this provision clearly provides that the association is liable for *the throwing of objects* (lit. b) and *the lighting of fireworks or any other objects* (lit. c). In particular, the Committee had no doubt that the incident at hand fell within the scope of the abovementioned sub-paragraphs (this, regardless of whether the object was a “Bengal light” or a “smoke grenade”, both of them being considered as “fireworks”).

3. Determination of the sanction

30. The Committee observed in the first place that the Respondent was a legal person, and as such was subject to the sanctions described under art. 6 (1) and (3) FDC.
31. For the sake of good order, the Committee underlined that it is responsible to determine the type and extent of the disciplinary measures to be imposed in accordance with the objective and subjective elements of the offence, taking into account both aggravating and mitigating circumstances (art. 24 (1) FDC).

32. As established above, the Respondent was found liable for the improper behaviour of its supporters in accordance with art. 16 (2) FDC.
33. With those considerations in mind, the Committee weighted the various circumstances of the case, specifically the aggravating factors and mitigating factors, such elements having to be taken into account when deciding on the sanction.
34. In this context, the Committee first recognised the clean record of the Respondent during the ongoing qualification phase to the FIFA World Cup Qatar 2022™. In the same vein, the Committee welcomed all measures taken by the Respondent to prevent any type of unfortunate event from occurring in the stadium during the Match, but also the various steps undertaken by the Respondent to identify (and subsequently sue) the perpetrator of the incident at stake.
35. This being said, the Committee however regretted that, in addition to being ignited, the firework was thrown in the direction of the field of play, thus endangering the health and security of the players, match officials and spectators.
36. In view of the above, the Committee was satisfied that, amongst the various disciplinary measures foreseen in the FDC, a fine was the most appropriate sanction to be imposed on the Respondent as a response to the abovementioned incident. In particular, the Committee recalled that such fine, in accordance with art. 6 (4) FDC, may not be lower than CHF 100 nor greater than CHF 1,000,000.
37. As a result, the Committee held that a fine amounting to CHF 2,000 is to be considered appropriate and proportionate in view of the incident at hand. Moreover, this amount complies with the Disciplinary Committee's established practice, namely to the fines imposed in similar cases.

IV. DECISION OF THE DISCIPLINARY COMMITTEE

- 1. The Football Association of Wales is ordered to pay a fine to the amount of CHF 2,000 for the inappropriate behaviour of its supporters (lighting and throwing of fireworks) in connection with the match *Wales v. Austria* played on 24 March 2022 in the scope of the Preliminary Competition for the FIFA World Cup Qatar 2022™, European Zone.**
- 2. The fine is to be paid within 30 days of notification of the present decision.**

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

Jorge Ivan Palacio (Colombia)

Chairperson of the FIFA Disciplinary Committee

NOTE RELATING TO THE TERMS OF THE DECISION:

According to art. 58 (1) of the FIFA Statutes reads together with art. 49 of the FDC, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS.

NOTE RELATING TO THE PAYMENT OF THE FINE:

Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to case number above mentioned.