

IN THE MATTER OF A BREACH OF THE EFL REGULATIONS

B E T W E E N:

THE FOOTBALL LEAGUE (trading as the “EFL”)

Claimant

- and -

COVENTRY CITY FOOTBALL CLUB

Respondent

AGREED DECISION

Introduction and Factual Background

1. This is an Agreed Decision pursuant to EFL Regulation 86.
2. The EFL conducted an investigation into a number of the Club’s missed fixtures, namely against Rotherham United F.C. (7 August 2022), Wigan Athletic F.C. (16 August 2022) and Huddersfield Town A.F.C. (20 August 2022).
3. As a result the Club was charged with failing to comply with Regulations 32, 33.1 and Appendix 1, Part 3, Regulations 2.1 and 27.4 (the “**Charges**”).
4. The relevant Regulations provide:

Regulation 8, Appendix 1, Part 3

2.1 The Club is to be responsible for the maintenance of the pitch and for the general maintenance of the ground, including (but not limited to) ground safety. The Club must ensure that adequate arrangements are in place to maintain its pitch in good order, as required under Regulation 13.

27.4 Each Club shall take all reasonable steps to maintain its pitch in good order. The League may require a Club to take such steps as it shall specify if not satisfied that an adequate standard of pitch is being maintained, including but not limited to The League commissioning an independent report on the state of the pitch by a Club, the cost of such independent report to be borne by the Club concerned.

Regulation 32.1 Each Club will use its best endeavours to ensure that each match under the jurisdiction of The League takes place on the date and at the time fixed for it.

Regulation 32.2 Any Club failing to fulfil its fixture obligations in respect of any match under the jurisdiction of The League on the appointed date or dates or causing The League to suspend any fixture shall be deemed guilty of misconduct, unless the Club is successfully able to demonstrate that Regulation 32.2 applies. The burden of proof will rest with the Club.

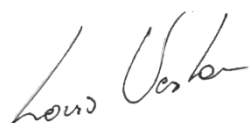
Regulation 33.1 Except where these Regulations provide otherwise, Clubs must give priority to League Matches whether home or away. This means that a Club must not

allow any matches or activities to interfere with or take precedence over League fixtures required to be played in accordance with these Regulations.

Agreed Decision and Sanction

5. Regulation 86 allows the EFL and a Club to enter an Agreed Decision where it is appropriate in the circumstances to conclude a matter effectively and equitably without referring the matter to a Disciplinary Commission.
6. Accordingly, the EFL Board invited the Club to consider the following proposed sanction in respect of the Charges:
 1. *Subject to paragraph 4 below, a five (5) point deduction to be suspended for the remainder of the 2022/2023 season and the 2023/2024 season.*
 2. *The Club shall pay the EFL's costs of this investigation in the sum of £6,000.*
 3. *The Club shall also pay such compensation due to Huddersfield Town FC, Wigan Athletic FC and Rotherham United FC in accordance with Regulation 32.4.*
 4. *The suspended points deduction shall be applied immediately upon any charge being proven, or admitted, relating to any further missed fixture of the Club in the 2022/2023 season and/or 2023/2024 season.*
 5. *This agreed decision shall be published on EFL.com,*

*together the '**Proposed Agreed Decision**'.*
7. The Club accepted the Proposed Sanction.
8. The parties agree that entering into this Agreed Decision shall not constitute a waiver by the EFL of its rights or remedies (however so arising) in respect of any future breaches of the EFL Regulations by the Club, including but not limited to any further breaches of Regulations 32, 33.1 and Appendix 1, Part 3, Regulations 2.1 and 27.4.



Louis Weston
19 December 2022