

UEFA CLUB FINANCIAL CONTROL BODY
Adjudicatory Chamber

DECISION

in case

AC-04/2016

FUDBALSKI KLUB PARTIZAN

Composition of the chamber:

- **J. N. Cunha Rodrigues, Chairman**
- **L. Peila, Vice-chairman**
- **C. W. A. Timmermans, Vice-chairman**
- **C. Flint QC, Member**
- **A. Giersz, Member**

Nyon, 13 December 2016

PART I – Introduction

1. On 11 November 2016, the Chief Investigator of the UEFA Club Financial Control Body (the “**CFCB**”) referred the case of Fudbalski Klub Partizan (“**Partizan**” or the “**Club**”) to the CFCB Adjudicatory Chamber.
2. In the present Decision, the CFCB Adjudicatory Chamber examines whether Partizan has breached Articles 65(1), 66(1) and 66bis(1) of the *UEFA Club Licensing and Financial Fair Play Regulations – Edition 2015* (the “**CL&FFP Regulations**”) as a result of having overdue payables:
 - (a) towards other football clubs as at 30 June 2016 and 30 September 2016; and
 - (b) in respect of employees and towards social/tax authorities as at 30 September 2016.
3. Unless otherwise stated, all figures referred to in this Decision have been rounded up or down (as the case may be) to the nearest thousand.

PART II – Reference by the CFCB Chief Investigator

4. The Football Association of Serbia (the “**FAS**”) submitted Partizan’s completed monitoring documentation (comprising financial information as at 30 June 2016) in accordance with the 15 July 2016 deadline set by the UEFA Administration.
5. This monitoring documentation included self-declarations by Partizan indicating that it had total overdue payables towards other football clubs of seven thousand Euros (€7,000) as at 30 June 2016.
6. On 2 September 2016, the CFCB Investigatory Chamber met in order to assess Partizan’s monitoring documentation.
7. At this meeting, the position regarding the Club’s overdue payables as at 30 June 2016 (as referred to in Paragraph 5 of this Decision) was confirmed.
8. As a result of this finding, on 9 September 2016, Partizan was asked (in accordance with Articles 65(2), 66(2) and 66bis(2) of the CL&FFP Regulations) to submit updated monitoring documentation (comprising financial information as at 30 September 2016) in order to prove that it had no overdue payables towards other football clubs, in respect of employees and/or towards social/tax authorities as at 30 September 2016, such update to be submitted to the FAS (and, in turn, the UEFA Administration) by no later than 17 October 2016.
9. The FAS submitted Partizan’s updated monitoring documentation (comprising financial information as at 30 September 2016) in accordance with the 17 October 2016 deadline set by the UEFA Administration.
10. This updated monitoring documentation included self-declarations by Partizan indicating that it had total overdue payables of two million, four hundred and sixty-eight thousand Euros (€2,468,000) as at 30 September 2016, such total amount comprising:
 - (a) overdue payables towards other football clubs of four hundred and fifty-four thousand Euros (€454,000);

- (b) overdue payables in respect of employees of eighty-eight thousand Euros (€88,000); and
 - (c) overdue payables towards social/tax authorities of one million, nine hundred and twenty-six thousand Euros (€1,926,000).
11. On 3 November 2016, the CFCB Investigatory Chamber met in order to assess the overall overdue payables position of Partizan.
12. At this meeting, it was decided that Partizan had:
- (a) total overdue payables towards other football clubs of seven thousand Euros (€7,000) as at 30 June 2016; and
 - (b) total overdue payables of two million, four hundred and sixty-eight thousand Euros (€2,468,000) as at 30 September 2016, such total amount comprising overdue payables towards other football clubs of four hundred and fifty-four thousand Euros (€454,000), overdue payables in respect of employees of eighty-eight thousand Euros (€88,000) and overdue payables towards social/tax authorities of one million, nine hundred and twenty-six thousand Euros (€1,926,000).
13. With regard to the overdue payables towards social/tax authorities referred to in Paragraph 12(b) above, the CFCB Chief Investigator observed that:
- (a) one million, five hundred and seventy-nine thousand Euros (€1,579,000) of this amount was validly deferred as at 30 June 2016 pursuant to an agreement between the Club and the competent social/tax authority in Serbia (the “**Initial Deferral Agreement**”);
 - (b) however, after 30 June 2016, Partizan terminated the Initial Deferral Agreement so that it could apply for a new agreement and benefit from certain new tax provisions in Serbia (i.e. lower interest rates and a longer settlement period);
 - (c) as a consequence, the Initial Deferral Agreement was no longer in force on 30 September 2016 and so it could not be taken into account when assessing the Club’s overdue payables position as at that date;
 - (d) Partizan applied for a new deferral agreement with the competent social/tax authority in Serbia on 29 July 2016;
 - (e) on 28 October 2016, the competent social/tax authority in Serbia confirmed that it was in the advanced stages of ratifying this new deferral agreement; and
 - (f) the additional amount of three hundred and forty-seven thousand Euros (€347,000) became overdue between 30 June and 30 September 2016, bringing the total to one million, nine hundred and twenty-six thousand Euros as at 30 September 2016 (€1,926,000).
14. Based on the above findings, on 11 November 2016, the CFCB Chief Investigator decided to refer the case to the CFCB Adjudicatory Chamber in accordance with Article 14(1)(d) of the *Procedural rules governing the CFCB – Edition 2015* (the “**Procedural Rules**”) and suggested that the following disciplinary measures be imposed on Partizan by the CFCB Adjudicatory Chamber in respect of the Club’s alleged breaches of Articles 65(1), 66(1) and 66bis(1) of the CL&FFP Regulations:

- (a) an exclusion from the next UEFA club competition for which Partizan would otherwise qualify in a number of seasons to be determined by the CFCB Adjudicatory Chamber at its discretion, unless Partizan is able to prove by 31 January 2017 that it has paid the amounts that were established by the CFCB Chief Investigator as being overdue payables as at 30 September 2016; and
- (b) a fine, to be determined by the CFCB Adjudicatory Chamber at its discretion.

PART III – Jurisdiction of and procedure before the CFCB Adjudicatory Chamber

- 15. The jurisdiction of the CFCB Adjudicatory Chamber is derived from Article 19(1) of the Procedural Rules, which provides that the CFCB Adjudicatory Chamber has competence to decide on cases referred to it by the CFCB Chief Investigator.
- 16. On 14 November 2016, the CFCB Chairman informed Partizan of the opening of the judgment stage in accordance with Article 19(3) of the Procedural Rules.
- 17. Pursuant to Article 20(1) of the Procedural Rules, the Club was invited to submit its written observations by no later than 28 November 2016.
- 18. The Club made its written submission in accordance with this deadline (the “**Observations**”).
- 19. The members of the CFCB Adjudicatory Chamber convened on 13 December 2016.
- 20. The quorum of judges required by Article 25(1) of the Procedural Rules being attained, the members of the CFCB Adjudicatory Chamber conducted their confidential deliberations in accordance with Article 24(1) of the Procedural Rules.

PART IV – Applicable rules and regulations

- 21. The case concerns alleged contraventions of the CL&FFP Regulations.
- 22. The CL&FFP Regulations establish a club licensing system for UEFA club competitions and are (*inter alia*) intended to achieve the objectives set out in Article 2 of the CL&FFP Regulations:

“1 These regulations aim:

- a) to further promote and continuously improve the standard of all aspects of football in Europe and to give continued priority to the training and care of young players in every club;*
- b) to ensure that clubs have an adequate level of management and organisation;*
- c) to adapt clubs’ sporting infrastructure to provide players, spectators and media representatives with suitable, well-equipped and safe facilities;*
- d) to protect the integrity and smooth running of the UEFA club competitions;*
- e) to allow the development of benchmarking for clubs in financial, sporting, legal, personnel, administrative and infrastructure-related criteria throughout Europe.*

2 Furthermore, they aim to achieve financial fair play in UEFA club competitions and in particular:

- a) *to improve the economic and financial capability of the clubs, increasing their transparency and credibility;*
- b) *to place the necessary importance on the protection of creditors and to ensure that clubs settle their liabilities with employees, social/tax authorities and other clubs punctually;*
- c) *to introduce more discipline and rationality in club football finances;*
- d) *to encourage clubs to operate on the basis of their own revenues;*
- e) *to encourage responsible spending for the long-term benefit of football;*
- f) *to protect the long-term viability and sustainability of European club football."*

23. Article 65 of the CL&FFP Regulations is worded as follows:

- "1 *As at 30 June and as at 30 September of the year in which the UEFA club competitions commence, the licensee must not have any overdue payables (as specified in Annex VIII) towards other football clubs as a result of transfers undertaken up to 30 June and up to 30 September respectively.*
- 2 *Every licensee must prove that it has no overdue payables as at 30 June. If a licensee has overdue payables as at 30 June of the year in which the UEFA club competitions commence or if otherwise requested by the UEFA Club Financial Control Body, then it must also prove that it has no overdue payables as at the 30 September.*
- 3 *Payables are those amounts due to football clubs as a result of transfer activities, including training compensation and solidarity contributions as defined in the FIFA Regulations on the Status and Transfer of Players, as well as any amount due upon fulfilment of certain conditions.*
- 4 *By the deadline and in the form communicated by the UEFA administration, the licensee must prepare and submit the transfers information, even if there have been no transfers/loans during the relevant period.*
- 5 *The licensee must disclose:*
 - a) *all new player registrations (including loans) in the 12 month period up to 30 June/30 September, irrespective of whether there is an amount outstanding to be paid at 30 June/30 September;*
 - b) *all transfers for which an amount is outstanding to be paid at 30 June/30 September, irrespective of whether they were undertaken in the 12 month period up to 30 June/30 September or before; and*
 - c) *all transfers subject to a claim pending before the competent authority under national law or proceedings pending before a national or international football authority or relevant arbitration tribunal, as at 30 June/30 September.*
- 6 *The transfers information must contain the following as a minimum (in respect of each player transfer, including loans):*

- a) *Player (identification by name);*
 - b) *Date of the transfer/loan agreement;*
 - c) *Name of the football club that formerly held the registration;*
 - d) *Transfer (or loan) fee paid and/or payable (including training compensation and solidarity contributions) even if payment has not been requested by the creditor;*
 - e) *Other direct costs of acquiring the registration paid and/or payable;*
 - f) *Amount settled and payment date;*
 - g) *Balance payable as at 30 June/30 September in respect of each player transfer including the due date(s) for each unpaid element;*
 - h) *Conditional amounts (contingent liabilities) not yet recognised in the balance sheet as at 30 June/30 September; and*
 - i) *Amounts subject to any claim/proceedings pending.*
- 7 *The licensee must reconcile the total liability as per the transfers information to the figure in the financial statements balance sheet for 'Accounts payable relating to player transfers' (if applicable) or to underlying accounting records.*
- 8 *The transfers information must be approved by management and this must be evidenced by way of a brief statement and signature on behalf of the executive body of the licensee."*

24. Article 66 of the CL&FFP Regulations is worded as follows:

- "1 *As at 30 June and as at 30 September of the year in which the UEFA club competitions commence, the licensee must not have any overdue payables (as specified in Annex VIII) in respect of its employees (as defined in paragraphs 2 and 3 of Article 50).*
- 2 *Every licensee must prove that it has no overdue payables as at 30 June. If the licensee has overdue payables as at 30 June of the year in which the UEFA club competitions commence or if otherwise requested by the UEFA Club Financial Control Body, then it must also prove that it has no overdue payables as at 30 September.*
- 3 *By the deadline and in the form communicated by the UEFA administration, the licensee must prepare and submit a declaration confirming the absence or existence of overdue payables in respect of employees.*
- 4 *The licensee must disclose:*
- a) *all employees for which an amount is outstanding to be paid as at 30 June/30 September; and*
 - b) *all employees in respect of which there is a claim pending before the competent authority under national law or proceedings pending before a*

national or international football authority or relevant arbitration tribunal as at 30 June/30 September.

5 *The following information must be given, as a minimum, in respect of each overdue payable towards employees, together with an explanatory comment:*

- a) *Name of the employee;*
- b) *Position/function of the employee;*
- c) *Start date;*
- d) *End date (if applicable);*
- e) *Balance overdue as at 30 June/30 September, including the due date for each overdue element; and*
- f) *Amounts subject to any claim/proceedings pending.*

6 *The declaration must be approved by management and this must be evidenced by way of a brief statement and signature on behalf of the executive body of the licensee.”*

25. Article 66bis of the CL&FFP Regulations states the following:

“1 As at 30 June and as at 30 September of the year in which the UEFA club competitions commence, the licensee must not have any overdue payables (as specified in Annex VIII) towards social/tax authorities as a result of contractual or legal obligations in respect of its employees as defined in Article 50.

2 Every licensee must prove that it has no overdue payables as at 30 June. If the licensee has overdue payables as at 30 June of the year that the UEFA club competitions commence or if otherwise requested by the UEFA Club Financial Control Body, then it must also prove that it has no overdue payables as at 30 September.

3 By the deadline and in the form communicated by the UEFA administration, the licensee must prepare and submit a declaration confirming the absence or existence of overdue payables towards social/tax authorities.

4 The following information must be given, as a minimum, in respect of each overdue payable towards social/tax authorities, together with an explanatory comment:

- a) *Name of the creditor;*
- b) *Balance overdue as at 30 June/30 September, including the due date for each overdue element; and*
- c) *Amounts subject to any claim/proceedings pending.*

5 The declaration must be approved by management and this must be evidenced by way of a brief statement and signature on behalf of the executive body of the licensee.”

26. Article 72 of the CL&FFP Regulations provides that:

- “1 The UEFA Club Financial Control Body at all times bears in mind the overall objectives of these regulations, in particular to defeat any attempt to circumvent these objectives.*
- 2 Any breach of these regulations may be dealt with by UEFA in accordance with the Procedural rules governing the UEFA Club Financial Control Body.”*

27. Annex VIII of the CL&FFP Regulations defines the notion of overdue payables as follows:

- “1. Payables are considered as overdue if they are not paid according to the agreed terms.*
- 2. Payables are not considered as overdue, within the meaning of these regulations, if the licence applicant/licensee (i.e. debtor club) is able to prove by 31 March (in respect of Articles 49, 50 and 50bis) and by 30 June and 30 September (in respect of Articles 65, 66 and 66bis) respectively that:*
 - a) it has paid the relevant amount in full; or*
 - b) it has concluded an agreement which has been accepted in writing by the creditor to extend the deadline for payment beyond the applicable deadline (note: the fact that a creditor may not have requested payment of an amount does not constitute an extension of the deadline); or*
 - c) it has brought a legal claim which has been deemed admissible by the competent authority under national law or has opened proceedings with the national or international football authorities or relevant arbitration tribunal contesting liability in relation to the overdue payables; however, if the decision making bodies (licensor and/or UEFA Club Financial Control Body) consider that such claim has been brought or such proceedings have been opened for the sole purpose of avoiding the applicable deadlines set out in these regulations (i.e. in order to buy time), the relevant amount will still be considered as an overdue payable; or*
 - d) it has contested to the competent authority under national law, the national or international football authorities or the relevant arbitration tribunal, a claim which has been brought or proceedings which have been opened against it by a creditor in respect of overdue payables and is able to demonstrate to the reasonable satisfaction of the relevant decision-making bodies (licensor and/or UEFA Club Financial Control Body) that it has established reasons for contesting the claim or proceedings which have been opened; however, if the decision-making bodies (licensor and/or UEFA Club Financial Control Body) consider the reasons for contesting the claim or proceedings which have been opened as manifestly unfounded the amount will still be considered as an overdue payable; or*
 - e) it is able to demonstrate to the reasonable satisfaction of the relevant decision making bodies (licensor and/or UEFA Club Financial Control Body) that it has taken all reasonable measures to identify and pay the creditor club(s) in respect of training compensation and solidarity contributions.”*

28. Under Article 27 of the Procedural Rules:

“The adjudicatory chamber may take the following final decisions:

- a) to dismiss the case; or*
- b) to accept or reject the club’s admission to the UEFA club competition in question; or*
- c) to impose disciplinary measures in accordance with the present rules; or*
- d) to uphold, reject, or modify a decision of the CFCB chief investigator.”*

29. Under Article 28 of the Procedural Rules:

“The adjudicatory chamber determines the type and extent of the disciplinary measures to be imposed according to the circumstances of the case.”

30. Article 29(1) of the Procedural Rules provides the following scale of disciplinary measures that may be imposed on a club (being a defendant who is not an individual):

- “a) warning,*
- b) reprimand,*
- c) fine,*
- d) deduction of points,*
- e) withholding of revenues from a UEFA competition,*
- f) prohibition on registering new players in UEFA competitions,*
- g) restriction on the number of players that a club may register for participation in UEFA competitions, including a financial limit on the overall aggregate cost of the employee benefits expenses of players registered on the A-list for the purposes of UEFA club competitions,*
- h) disqualification from competitions in progress and/or exclusion from future competitions,*
- i) withdrawal of a title or award.”*

31. According to Article 29(3) of the Procedural Rules, such disciplinary measures may be combined.

32. Article 42 of the Procedural Rules provides that:

“Cases not provided for in these rules are decided in accordance with the relevant provisions of the UEFA Disciplinary Regulations, which apply by analogy.”

33. Article 2 of the *UEFA Disciplinary Regulations – Edition 2016* (the “**DR**”) states that:

“These regulations apply to any breach of UEFA’s Statutes, regulations, directives or decisions, with the exception of any breach of the UEFA Club Licensing and Financial

Fair Play Regulations which may be penalised by the Club Financial Control Body in accordance with the Procedural rules governing the UEFA Club Financial Control Body.”

34. Under Article 19 DR:

“1 Recidivism occurs if another offence of a similar nature is committed within:

- a. one year of the previous offence if that offence was punished with a suspension of up to two matches;*
- b. ten years of the previous offence if that offence was related to match-fixing or corruption;*
- c. two years of the previous offence if that offence was related to order and security at UEFA competition matches;*
- d. three years of the previous offence in all other cases.*

2 Recidivism counts as an aggravating circumstance.”

PART V – Factual and legal appreciation by the CFCB Adjudicatory Chamber

35. Having examined the evidence, in particular the findings of the CFCB Chief Investigator and the Observations, the CFCB Adjudicatory Chamber determines that Partizan has breached Articles 65(1), 66(1) and 66bis(1) of the CL&FFP Regulations because it had:

- (a) total overdue payables towards other football clubs of seven thousand Euros (€7,000) as at 30 June 2016; and
- (b) total overdue payables of two million, four hundred and sixty-eight thousand Euros (€2,468,000) as at 30 September 2016, such total amount comprising overdue payables towards other football clubs of four hundred and fifty-four thousand Euros (€454,000), overdue payables in respect of employees of eighty-eight thousand Euros (€88,000) and overdue payables towards social/tax authorities of one million, nine hundred and twenty-six thousand Euros (€1,926,000).

36. In its Observations, Partizan does not dispute the existence of these overdue payables.

37. The Club does, however, provide a copy of a deferral agreement dated 25 November 2016 between Partizan and the competent social/tax authority in Serbia which defers the Club's obligation to pay the amount of one million, nine hundred and twenty-six thousand Euros (€1,926,000) towards social/tax authorities which was identified as being overdue as at 30 September 2016 (the **“New Deferral Agreement”**).

38. The situation with regard to the termination of the Initial Deferral Agreement (as described in Paragraph 13 of this Decision) and the conclusion of the New Deferral Agreement has been analysed in detail by the CFCB Adjudicatory Chamber. There is no doubt that the New Deferral Agreement was not in force as at 30 September 2016 and so, applying Article 2(b) of Annex VIII of the CL&FFP Regulations, the Club had not validly deferred payment of the relevant amounts at that time. For this reason, the total amount of one million, nine hundred and twenty-six thousand Euros (€1,926,000) has to be considered to have been overdue as at 30 September 2016 and the subsequent conclusion of the New Deferral Agreement has no bearing on this analysis.

39. In its Observations, the Club further claims that it has paid:
- (a) all of the overdue payables in respect of employees that were identified as at 30 September 2016, i.e. eighty-eight thousand Euros (€88,000); and
 - (b) twenty-seven thousand (€27,000) of the overdue payables towards other football clubs that were identified as at 30 September 2016,
- although no documents evidencing such payments were provided.
40. In the absence of any documentary evidence proving that such payments have been made, the CFCB Adjudicatory Chamber is unable to take these payments into account. In any event, it is noted that such payments were (allegedly) only made after the 30 September 2016 deadline and so have no bearing on the Club's overdue payables position as at that date.
41. It follows from the foregoing that the Club has breached Articles 65(1), 66(1) and 66bis(1) of the CL&FFP Regulations because it had the overdue payables referred to in Paragraph 35 of this Decision.

PART VI – Disciplinary Measures

42. In cases such as this, it is particularly important to underline the objectives of the CL&FFP Regulations which include, *inter alia*, the protection of creditors and ensuring that clubs settle their liabilities with employees, social/tax authorities and other clubs punctually, at all times with the protection of the long-term viability and sustainability of European football in mind.
43. Articles 65, 66 and 66bis of the CL&FFP Regulations play a key role in this respect and any disciplinary measure(s) imposed on a club which has breached these Articles must serve as a sufficient deterrent to discourage other clubs from doing the same.
44. In addition, the disciplinary measure(s) imposed must also be fair to those clubs who participate in UEFA's competitions in full compliance with the CL&FFP Regulations.
45. In the case at hand, it has been clearly established that the Club has failed to pay its creditors on time.
46. Further, this is the third time that Partizan has been found to have breached the overdue payables requirements in the CL&FFP Regulations:
- (a) on 1 May 2012, the UEFA Control & Disciplinary Body imposed a fine of sixty thousand Euros (€60,000) on Partizan because the Club had overdue payables of eight hundred and eighty-eight thousand Euros (€888,000) as at 30 June 2011 and 30 September 2011, although half of this fine was suspended for a probationary period of two (2) years and did not take effect (the "**2012 Decision**"); and
 - (b) on 14 January 2013, the CFCB Adjudicatory Chamber imposed a fine of one hundred thousand Euros (€100,000) and a suspended exclusion on Partizan because the Club had overdue payables of two million and seventy-one thousand Euros (€2,071,000) as at 30 June 2012 and two million, seven hundred and six thousand Euros (€2,706,000) as at 30 September 2012, although the Club fulfilled the relevant condition and the exclusion did not take effect (the "**2013 Decision**").

47. Given the existence of such previous records, the CFCB Adjudicatory Chamber is obliged to consider the question of recidivism.
48. In this regard, the CFCB Adjudicatory Chamber makes the following observations:
 - (a) the breaches of the CL&FFP Regulations analysed in the present case occurred more than three (3) years after the 2013 Decision and more than four (4) years after the 2012 Decision;
 - (b) the Procedural Rules do not contain any provision regarding the conditions and the time limit to be applied when considering instances of recidivism;
 - (c) Article 42 of the Procedural Rules does, however, state that in “cases not provided for in these rules”, the relevant provisions of the DR shall apply by “analogy”; and
 - (d) Article 19(1)(d) DR states that recidivism occurs if another offence of a similar nature is committed within three (3) years of the previous offence in “all other cases” (i.e. cases that are not related to the suspension of players/officials, match-fixing, corruption or security matters).
49. Having considered the wording of these Articles, as well as the system and underlying purpose of UEFA’s regulatory regime, the CFCB Adjudicatory Chamber deems that it would not be appropriate to apply the provisions of Article 19(1)(d) DR to cases under the CL&FFP Regulations.
50. Indeed, the circumstances surrounding a breach of the CL&FFP Regulations are different to the circumstances covered by the DR.
51. The offences foreseen in the DR relate, in general, to sporting matters under the Laws of the Game and misconduct in connection with football matches. The offences under the CL&FFP Regulations (specifically the monitoring requirements), however, concern potentially complex situations of a civil, administrative, economic and financial nature. Breaches of these rules can produce effects which persist for a substantial period of time. Accordingly, such rules require a specific procedural regime in order to effectively evaluate the significance of any breach and its relation to previous decisions, in particular when assessing the deterrent effect of disciplinary measures and the relevant club’s efforts to implement the standards imposed by the CL&FFP Regulations. It is precisely for this reason that the various financial assessments carried out under the CL&FFP Regulations are designed to cover long periods (for example the settlement regime, the rolling assessment of the break-even requirement and the mechanisms which govern the frequency of overdue payables assessments).
52. It must be noted that the differences between the DR and CL&FFP Regulations are actually expressly anticipated in the DR. Article 2(1) DR points out that such rules apply to all breaches except breaches of the CL&FFP Regulations, which may be penalised by the CFCB in accordance with the Procedural Rules.
53. In the light of the foregoing, the CFCB Adjudicatory Chamber decides that the time elapsed between the present situation and the Club’s previous records does not preclude the existence of recidivism.
54. On the one hand, any time limit is to be counted from the date of a previous decision as *res judicata*. Only in this way is it possible to assess the conduct of the relevant club in the light of the reprobative nature of the previous decision. However, on the other hand, in the case of the CL&FFP Regulations (as discussed in Paragraph 51 above), breaches

tend to produce effects which persist for a substantial period of time. As a result, the necessary conditions to apply a provision from the DR by analogy do not exist.

55. The CFCB Adjudicatory Chamber observes that the Club's breaches of the CL&FFP Regulations that were determined in the 2012 Decision have already been considered as an aggravating factor in the 2013 Decision (see paragraph 36 of case *AC-02/2012 FK Partizan*).
56. That being the case, the CFCB Adjudicatory Chamber determines that only the Club's previous breaches of the overdue payables requirements which were established in the 2013 Decision must be considered to be aggravating factors in the present case. The fact that part of the disciplinary measures imposed by the CFCB Adjudicatory Chamber on that occasion was suspended (and did not take effect) does not modify the reprobative nature of the sanctions.
57. Further, as well as chronological considerations, it is also necessary when considering recidivism to identify if the previous decisions have had the desired deterrent effect.
58. It is highly relevant to note that the Club's breaches of the CL&FFP Regulations dealt with in the 2013 Decision actually involved overdue payables towards social/tax authorities of two million and ninety-six thousand Euros (€2,096,000) and overdue payables towards other football clubs of six hundred and ten thousand Euros (€610,000) as at 30 September 2012. This is a remarkably similar set of circumstances to that in which the Club found itself as at 30 September 2016. Clearly the 2013 Decision has not had any rehabilitative or deterrent effect since the Club has not materially improved its financial position or changed its behaviour in the intervening period. For this reason, it is clear that only a more severe sanction than that imposed in 2013 is appropriate and also capable of producing a general deterrent effect.
59. As a final point, the CFCB Adjudicatory Chamber acknowledges the efforts of the Club to obtain the New Deferral Agreement and consequently a regularisation of its position with the competent social/tax authority. These efforts have been taken into account as a mitigating factor.
60. In light of the foregoing, the CFCB Adjudicatory Chamber considers that an exclusion from the next UEFA club competition for which the Club would otherwise qualify in the next three (3) seasons (i.e. the 2017/18, 2018/19 and 2019/2020 seasons) is required in order to serve as an adequate deterrent.
61. In addition, costs of three thousand Euros (€3,000) are required to be paid by Partizan, in accordance with Article 32(2) of the Procedural Rules.
62. For the avoidance of doubt, the intention is that the exclusion imposed in this Decision should only apply to the UEFA Champions League and the UEFA Europa League.

PART VII – Operative part

63. The CFCB Adjudicatory Chamber hereby decides:

1. **Partizan has breached Articles 65(1), 66(1) and 66bis(1) of the CL&FFP Regulations.**
2. **To exclude Partizan from participating in the next UEFA club competition for which it would otherwise qualify in the next three (3) seasons (i.e. the 2017/18, 2018/19 and 2019/20 seasons).**
3. **Partizan is to pay three thousand Euros (€3,000) towards the costs of these proceedings.**
4. **The costs of proceedings must be paid into the bank account indicated below within thirty (30) days of communication of this Decision to Partizan.**
5. **This Decision is final and shall be notified to:**
 - a) **Partizan;**
 - b) **the FAS;**
 - c) **the CFCB Chief Investigator; and**
 - d) **the UEFA Administration.**

64. This Decision may be appealed in writing before the Court of Arbitration for Sport (the “**CAS**”) in accordance with Article 34(2) of the Procedural Rules and Articles 62 and 63 of the *UEFA Statutes*. According to Article 62(3) of the *UEFA Statutes*, the time limit for an appeal to CAS is ten (10) days from the receipt of this Decision.



J. N. Cunha Rodrigues

CFCB Chairman

UEFA's bank details:

**Union Bank of Switzerland
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