

Decision of the Players' Status Chamber

passed on 14 March 2023

regarding an employment-related dispute concerning the coach Jacobus Johannes Martinus Paulus van Gastel

BY:

Tomas Gonzales Cueto, Spain

CLAIMANT:

Jacobus Johannes Martinus Paulus van Gastel, the Netherlands
Represented by Dolf Segaar

RESPONDENT:

Guangzhou City FC, China PR
Represented by Zhaoyi Dong and Huihuang Li

I. Facts of the case

The first employment contract (1 January 2020 – 31 December 2021) and the settlement agreement

1. On an unspecified date, the Dutch coach, Jacobus Johannes Martinus Paulus van Gastel (hereinafter: *the coach* or *the Claimant*), and the Chinese club, Guangzhou City FC (hereinafter: *the club* or *the Respondent*) concluded a first employment contract valid as from 1 January 2020 until 31 December 2021 (hereinafter: *the First EC*).
2. On 29 December 2020, the coach and the club decided to terminate the First EC and settle their financial obligations towards each other by means of a settlement agreement (hereinafter: *the settlement agreement*).
3. Pursuant the settlement agreement, the parties stipulated *inter alia* the following regarding their tax duties:

“[The club] will apply for the Subsidies for the fiscal years 2020 in accordance with the Subsidies Policy, and [the coach] shall cooperate with [the club] to complete the application procedures by no later than 31 August 2021. In specific, the obligations of [the coach] include but are not limited to register an account on the relevant platform, sign the application letter / power of attorney and other documents, as well as to provide all relevant information required by [the club] and the government authorities in this respect.

If necessary, for the application procedures, [the club] has the right to request [the coach] to return to China for the aforementioned cooperation procedures. Parties explicitly agree that [the coach] shall be granted a reasonable timeframe to comply with this request, given that matters shall have to be arranged to return to China (flights, visa, etc.) as well as possible new (employment) obligations at the time of such request be ultimately by the 31st of August 2021.

[The coach] hereby agrees and confirms that the Subsidies shall be transferred to a domestic bank account under his own name (see infra) and that, subsequently, such amount shall be transferred to [the club] as follows:

- *The parties confirm that [the club] agrees that [the coach] may retain a financial subsidy of 43.000 EUR as an incentive.*
- *In case [the coach] does not physically have to be present in China: [the coach] shall return all the remaining financial subsidy to [the club]’s designated account, within fifteen working days after [the coach] receives the 2020 financial subsidy.*
- *In case [the coach] has to be physically present in China: [the coach] shall return all the remaining financial subsidy to [the club]’s designated account, within one year*

after [the coach] receives the 2020 financial subsidy.

[...]

If any dispute arises from the fulfilment or in connection of this Agreement, as agreed on [the First EC], the parties agree to settle the dispute through consultation. If such consultations fail to achieve satisfactory result within reasonable time, either party shall be entitled to submit the dispute to the competent body of FIFA with express waiver to the national courts. In the event that the parties are not satisfied with FIFA's decision, it could be further appealed to the Court of Arbitration for Sport. The language of the arbitration shall be English. And the parties choose the Court of Arbitration for Sport Shanghai Alternative Hearing Centre as the hearing venue".

The second employment contract (1 February 2021 – 31 December 2021)

4. On 1 January 2021, the parties entered into a second employment contract valid as from 1 February 2021 until 31 December 2021 (hereinafter: *the Second EC*).
5. According to article 5 of the Second EC, the club undertook to pay the coach a total remuneration of EUR 900,000 net, payable in monthly instalments of EUR 81,818 net each, due by the 30th day of each month.
6. Articles 5.2 and 5.5 of the Second EC read as follows:

"5.2. [The club] shall pay [the coach] match bonus according to different match nature, match result and performance. [The club] will distribute bonus and the details for distribution will be carried out in accordance with regulation of [the club] with guarantee that [the coach] will receive the same bonus amounts as a starting 11 player.

[...]

5.5. Shall [the coach] receives accidental income from geographical government subsidy (i.e. Greater Bay Subsidy), since such policy is generated from and its corresponding amount is calculated based on [the coach]'s income tax which is fully paid by [the club] and on behalf of [the coach], therefore [the coach] shall cooperate fully with [the club] to obtain such subsidy and return such subsidy in full amount to [the club] within 10 days of receiving. If [the coach] fails to return the above subsidy within the time limit, a daily interest of 1% will be added to the corresponding amount without any ceiling until [the club] has received such amount in full from [the coach]".

7. Article 10 of the Second EC *inter alia* provides for the jurisdiction of the FIFA deciding bodies in case of dispute between the parties.

8. Article 11.3 of the Second EC reads *inter alia* as follows: “Since the date of signing this contract, any documents / contracts signed by both parties will automatically expire”.

The third employment contract (5 January 2022 – 31 December 2022)

9. On 5 January 2022, the parties entered into a third employment contract valid as from 5 January 2022 until 31 December 2022 (hereinafter: *the Third EC*).
10. Pursuant to article 6 of the Third EC, the club undertook to pay the coach a total remuneration of EUR 1,080,000 net, payable in 12 instalments of EUR 90,000 net each, due by the 30th day of the following month starting on 28 February 2022.
11. Article 6.2 and 6.5 of the Third EC read as follows:

“6.2. [The club] *has the right to decide the official game bonus / performance-related salary of each official game and [the coach] agrees to accept it unconditionally. [The club] guarantees that [the coach] will receive the same bonus amounts as a starting 11 player.*

[...]

6.5. *Shall [the coach] receives accidental income from geographical government subsidy (i.e. Greater Bay Subsidy), since such policy is generated from and its corresponding amount is calculated based on [the coach]’s income tax which is fully paid by [the club] and on behalf of [the coach], therefore [the coach] shall cooperate fully with [the club] to obtain such subsidy and return such subsidy in full amount to [the club] within 10 days of receiving. If [the coach] fails to return the above subsidy within the time limit, a daily interest of 1% will be added to the corresponding amount without any ceiling until [the club] has received such amount in full from [the coach]”.*

12. Article 7.3 of the Third EC reads *inter alia* as follows:

“3. *The contract may be terminated by [the coach] with just cause, receiving compensation as per the terms established in Article 8, by notifying [the club] in written:*

[...] 3.2. *If [the club] is in default of payment of salary to [the coach] for two months and [the coach] notified in writing to [the club] and [the club] does not remedy such default within 15 (fifteen) days upon notification. However, if this ground for termination is invoked by [the coach], [the club] will still be liable for payment of all the overdue salary, as well as compensation calculated on the basis of the newest FIFA regulations;*

3.3. *The terms of the present employment agreement are without prejudice to the rights of [the coach] to receive payment of the overdue amounts which find their origin in the previous employment agreement between parties ending on 31 December 2021 and under FIFA Regulations. This provision is to be regarded as interrupting the limitation period of such*

claim insofar as it would apply”.

13. Article 8 of the Third EC reads as follows: *“In case any party (‘Breaching Party’) terminates this contract without just cause, the Breaching Party compensate the other party with an amount equal to the rest value of this contract”.*
14. Article 9 of the Third EC *inter alia* provides for the jurisdiction of the FIFA deciding bodies in case of dispute between the parties.

The correspondences between the parties

15. On 12 October 2021, the coach informed the club that *“there has been an irregularity regarding salary payment”*. He requested further information in this regard.
16. On 1 November 2021, the coach put the club in default and requested payment of his outstanding salaries of August and September 2021 (EUR 163,636) *plus* match bonuses of July and August 2021 (RMB 764,505.36). He granted the club with a 15 days’ deadline to cure the breach.
17. On 16 November 2021, the coach acknowledged that no payment had been made by the club to that date and granted it with a “final” deadline until 18 November 2021 under penalty of termination.
18. On 1 December 2021, the coach put the club in default for the third time and requested payment of his outstanding salaries from August until October 2021 (EUR 245,454) *plus* match bonuses of July and August 2021 (RMB 764,505.36).
19. On 20 December 2021 and 10 January 2022, the coach reiterated his request for outstanding salaries from August until October 2021 (EUR 245,454) *plus* match bonuses of July and August 2021 (RMB 764,505.36).
20. On 25 January, 17 February and 7 March 2022, the coach requested payment of his salaries from September 2021 until January 2022 (EUR 409,090) *plus* match bonuses from July 2021 until January 2022 (RMB 1,269,889.89). The coach also referred to problems with the renewal of his visa.
21. On 24 March 2022, the coach requested payment of his salaries from September 2021 until February 2022 (EUR 517,272) *plus* match bonuses from July 2021 until January 2022 (RMB 1,269,889.89). He moreover pointed out that he would be forced to leave China on 30 March 2022 due to the club’s failure to renew his visa.
22. On 5 May 2022, the coach requested payment of his salaries from September until December 2021 (EUR 327,272) *plus* his salaries from January until March 2022 (EUR 270,000) *plus* match bonuses from July 2021 until January 2022 (RMB 1,269,889.89).

23. On 2 July 2022, the coach requested payment of his salaries from October until December 2021 (EUR 157,300, considering a deduction due to tax return of EUR 88,154) *plus* his salaries of April and May 2022 (EUR 180,000) *plus* match bonuses from July 2021 until January 2022 (RMB 1,269,889.89).
24. On 28 July 2022, the coach requested payment of his salaries from October until December 2021 (EUR 157,300, considering a deduction due to tax return of EUR 88,154) *plus* his salaries of May and June 2022 (EUR 180,000) *plus* match bonuses from July 2021 until January 2022 (RMB 1,269,889.89).
25. On 30 August 2022, the coach requested payment of his salaries from October until December 2021 (EUR 157,300, considering a deduction due to tax return of EUR 88,154) *plus* his salaries of June and July 2022 (EUR 180,000) *plus* match bonuses from July 2021 until January 2022 (RMB 1,269,889.89).
26. Also on 30 August 2022, the coach sent a second letter to the club by means of which he (i) acknowledged having been informed in person on 20 July 2022 about the early termination of the Third EC; and (ii) requested to be provided with further information in this regard.
27. On 1 October 2022, the coach reverted back to the club and acknowledged that it had hired a new head coach. As such, he urged the club to provide him with further information regarding his overdue payables. Such request was reiterated on 31 October 2022.
28. On 2 December 2022, the coach requested payment of his salaries from October until December 2021 (EUR 157,300, considering a deduction due to tax return of EUR 88,154) *plus* his salaries from August until October 2022 (EUR 270,000) *plus* match bonuses from July 2021 until January 2022 (RMB 1,269,889.89). He furthermore informed the club that he could not agree to the proposed settlement agreement and granted it with a final deadline until 17 December 2022 to remedy its default.
29. The coach informed that he remained unemployed following the contractual relationship with the club.

II. Proceedings before FIFA

30. On 22 December 2022, the coach filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.
 - a. **Claim of the coach**
31. In his claim, the coach explained that he had put the club in default for overdue payables in several opportunities, to no avail. Moreover, he acknowledged that the club had

manifested its intention to terminate their employment relationship on 20 July 2022, however failed to provide him with a written statement, as well as to inform the next steps for the payment of the debt.

32. Consequently, the coach claimed to be entitled to the following amounts:
- a. EUR 914,485.26 as outstanding remuneration, broken down as follows:
 - EUR 258,892.61 as the salaries from October until December 2021 *cf.* the Second EC, plus EUR 13,438.61 as interest;
 - EUR 171,562.12 as match bonuses from July, August and December 2021, and January 2022 *cf.* the Second and the Third ECs plus EUR 9,393.03 as interest; and
 - EUR 450,000 as the salaries from August until December 2022 plus EUR 24,637.50 as interest.
 - b. EUR 540,000 as additional compensation "*because of the egregious circumstances of not being paid adequately for more than a year*", amounting to six monthly salaries;
 - c. EUR 12,500 as legal costs.
33. Regarding the interests applied by the coach, he explained that the calculation was made in accordance with the Chinese Law and should apply at a rate of 5,475%.
34. The requests for relief of the coach were as follows, quoted *verbatim*:

"1. The FIFA Players' Status Chamber is requested to order [the club] to pay to [the coach] within 14 days after your decision is rendered, on the bank account as mentioned in the Bank Account Registration Form (Annex 24) an amount of in total EUR 1,466,985.26, to be increased with interest of 5,475 % per annum as per this date to the date of full and final settlement or in any case the amount of the Receivables of EUR 914,485.26, to be increased with an Additional Compensation your Chamber considers appropriate and compensation for legal costs, to be increased with the aforementioned interest.

2. All this under forfeit of a fine in accordance with article 7, paragraph 4 of Annexe 2 of the RSTP and more severe penalties as your Chamber deems appropriate and with the sanctions as mentioned in article 8 of Annexe 2 of the RSTP in the event [the club] fails to pay the relevant amounts in due time as established by the Players' Status Chamber."

b. Position of the Respondent

35. In its reply, the club acknowledged its breaches of contract, however argued that the amount claimed by the coach was miscalculated. It made the following remarks in this connection:

- the coach received the tax return of RMB 917,832 (EUR 88,154) for the 2020 financial year, which should be offset against the debt;
- the “*Greater Bay Subsidies*” received by the coach should be deducted from the calculation *cf.* article 5.5 of the Second EC and article 6.5 of the Third EC;
- the bonuses claimed by the club were not quantified in the contracts nor are supported by documentary evidence. Furthermore, due to the COVID-19 pandemic, the bonus’ policy was amended and no amount was overdue;
- no additional compensation should be payable because – even if considered that the Third EC was prematurely terminated – the compensation could not exceed its residual value, already claimed as outstanding remuneration;
- no penalty nor interest apply because not stipulated in the contracts and the Chinese Law does not apply. Alternatively, 5% default interest should be applicable in line with the jurisprudence of FIFA and the Court of Arbitration for Sport (CAS); and
- no legal costs can be granted due to the lack of proper power of attorney.

36. In light of all the above, the club argued that the amount awarded to the coach should be limited to EUR 607,300 plus 5% interest (EUR 12,374.10).

III. Considerations of the Players’ Status Chamber

a. Competence and applicable legal framework

37. First of all, the Single Judge of the Players’ Status Chamber (hereinafter also referred to as *Single Judge*) analysed whether he was competent to deal with the case at hand. In this respect, he took note that the present matter was presented to FIFA on 22 December 2022 and submitted for decision on 14 March 2023. Taking into account the wording of art. 34 of the October 2022 edition of the Procedural Rules Governing the Football Tribunal (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.

38. Subsequently, the Single Judge referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 2 in combination with art. 22 par. 1 lit. c) of the Regulations on the Status and Transfer of Players (October 2022 edition), the Players' Status Chamber (PSC) is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Dutch coach and a Chinese club.
39. Subsequently, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, he confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (October 2022 edition), and considering that the present claim was lodged on 22 December 2022, the cited edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.
40. In this respect, the Single Judge did notice the argumentation of the coach with respect to the applicable law in his interest request, *i.e.*, Chinese law. To this end, the Single Judge recalled that when deciding a dispute before the Football Tribunal, FIFA's regulations prevail over any national law chosen by the parties. In this regard, the main objective of the FIFA regulations is to create a standard set of rules to which all the actors within the football community are subject to and can rely on.
41. In the Single Judge's view, this objective would not be achievable if the Football Tribunal would have to apply the national law of a specific party on every dispute brought to it. It is in the interest of football that the amounts payable under a contract are based on uniform criteria rather than on provisions of national law that may vary considerable from country to country. Therefore, the Single Judge found that it is not appropriate to apply the principles of a particular national law to the issue at stake but rather the Regulations, general principles of law and, where existing, the PSC's well-established jurisprudence.

b. Burden of proof

42. The Single Judge recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, the Single Judge stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which he may consider evidence not filed by the parties, including without limitation the evidence generated by or within the Transfer Matching System (TMS).

c. Merits of the dispute

43. The competence and the applicable regulations having been established, the Single Judge entered into the merits of the dispute. In this respect, the Single Judge started by acknowledging all the above-mentioned facts as well as the arguments and the

documentation on file. However, the Single Judge emphasised that in the following considerations he will refer only to the facts, arguments, and documentary evidence, which he considered pertinent for the assessment of the matter at hand.

i. Main legal discussion and considerations

44. The foregoing having been established, the Single Judge moved to the substance of the matter and took note of the fact that it concerns a claim for outstanding remuneration and compensation for breach of contract lodged by the coach against the club in connection with the constellation of contracts signed by and between them.
45. In this context, the Single Judge established that the first question to be answered is when the employment relationship between the parties was terminated and by whom.
46. While analysing the above, the Single Judge initially noted that the coach claimed that on 20 July 2022 he was orally informed by the club of the termination, however no confirmation was issued in written to this extent. He submitted copies of myriad of default notices sent to the club according to which he (i) prompted the club comply with its financial obligations and/or reach an agreement as to the overdue payables; and (ii) acknowledged the hiring of a new coaching staff by the club, as well as the (informal) termination of their contractual relationship at the club's initiative.
47. In parallel, the Single Judge was also observant that the club expressly acknowledged having breached the contracts with the coach, as well as it did not dispute his allegations as to the termination taking place in July 2022. In particular, the club limited itself to dispute the *quantum* claimed by the coach *vis-à-vis* the contents of the contracts and the applicable deductions.
48. Against this background and bearing in mind that the parties did not dispute the circumstances of the termination, the Single Judge decided that the employment relationship – and especially the Third EC – should be deemed *de facto* terminated by the club in the end of July 2022. Furthermore, due to the lack of any argumentation and/or supporting documentation suggesting the contrary, the Single Judge further established that the termination took place on the club's initiative without just cause.
49. Consequently, the Single Judge was firm to determine club should be liable to the consequences of such unlawful termination, as follows.

ii. Consequences

50. Having stated the above, the Single Judge turned his attention to the question of the consequences of such unjustified breach of contract committed by the club.

51. In doing so, the Single Judge firstly observed that the coach claimed to be entitled to EUR 914,485.26, broken down as follows:
- EUR 258,892.61 as the salaries from October until December 2021 *cf.* the Second EC, plus EUR 13,438.61 as interest;
 - EUR 171,562.12 as match bonuses from July, August and December 2021, and January 2022 *cf.* the Second EC and the Third EC plus EUR 9,393.03 as interest; and
 - EUR 450,000 as the salaries from August until December 2022 plus EUR 24,637.50 as interest.
52. In contrast, the club argued that:
- the coach received the tax return of RMB 917,832 (EUR 88,154) for the 2020 financial year, which should be offset against the debt;
 - the “*Greater Bay Subsidies*” received by the coach should be deducted from the calculation *cf.* article 5.5 of the Second EC and article 6.5 of the Third EC; and
 - the bonuses claimed by the club were not quantified in the contracts nor are supported by documentary evidence. Furthermore, due to the COVID-19 pandemic, the bonus’ policy was amended and no amount was overdue.
53. On this note, the Single Judge wished to recall that according to art. 13, par. 5 of the Procedural Rules a party that asserts a fact has the burden of proving it. As such, the Single Judge underscored that: (i) it was for the coach to substantiate his position as to his entitlement to the amounts claimed; and (ii) once proven, it was for the club to demonstrate that any of such amounts were not due and/or that any deductions should in fact apply.
54. Given the above, the Single Judge initially acknowledged that the coach’s claim for his outstanding salaries of 2021 is contractually based, hence shall be included in the calculation. Nevertheless, the same conclusion could not be reached regarding his claim for match bonuses insofar as the reference to these concepts included in the contracts are generic and without any quantification, as well as the coach did not file any documentary evidence capable of demonstrating that the sought performance goals were indeed reached. Thus, the Single Judge decided that the coach could not meet his burden of proof in this regard.
55. As to the salaries from August until December 2022, the Single Judge observed that they fell due after the employment relationship was already *de facto* terminated (*cf.* §48, *supra*). Consequently, the Single Judge deemed that such amounts should be factored as part of the compensation for breach of contract.

56. Having established the above, the Single Judge turned to the club's allegations as to the tax deductions and also considered that it failed to substantiate its position. In particular, it was the Single Judge's view that from the documentation on file, the tax return for the 2020 financial year had already been included in the coach's calculation as indicated in his default notices or, at least, it should have been raised by the club at a previous stage considering that the settlement agreement was signed in December 2020, in line with the principle *venire contra factum proprium*.
57. Along the same lines, the Single Judge deemed that the partial translations provided by the club regarding both the tax return for 2020 and the subsequent *Greater Bay Subsidies* were not clear enough to demonstrate when the amounts were supposedly returned to the coach, if they were indeed applicable, their legal basis / nature, the form of calculation, and the *quantum* concerned. As such, the Single Judge was satisfied with the conclusion that the argumentation of the club in this regard should be set aside.
58. In conclusion, the Single Judge decided that the coach should be awarded the following amounts:
- EUR 81,818 net as the salary of October 2021, plus 5% interest *p.a.* as from 31 October 2021;
 - EUR 81,818 net as the salary of November 2021, plus 5% interest *p.a.* as from 1 December 2021; and
 - EUR 81,818 net as the salary of December 2021, plus 5% interest *p.a.* as from 31 December 2021.
59. For completeness, the Single Judge underlined that the applied interest did not derive from Chinese law, as claimed by the coach, but from the Football Tribunal's standard practice insofar as the Chinese law does not apply to the present proceedings, but the FIFA regulations and the jurisprudence of the Football Tribunal *cf.* established in the relevant section above.
60. Having stated the foregoing, the Single Judge turned to the calculation of the amount of compensation payable to the coach by the club in the case at stake. In doing so, the Single Judge firstly recapitulated that, in accordance with art. 6 par. 1 of the Annexe 2 of the Regulations, the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the law of the country concerned, the specificity of sport and further objective criteria, including in particular, the remuneration and other benefits due to the coach under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.

61. In application of the relevant provision, the Single Judge held that he first of all had to clarify as to whether the pertinent employment contract contained a provision by means of which the parties had beforehand agreed upon an amount of compensation payable by the contractual parties in the event of breach of contract.
62. At this point, the Single Judge highlighted that article 8 of the Third EC reads as follows: *"In case any party ('Breaching Party') terminates this contract without just cause, the Breaching Party compensate the other party with an amount equal to the rest value of this contract"*. In addition, he established that such provision clearly stipulates the amount of compensation to be paid by one party to the other in the hypothesis of premature termination, is compatible with the contents of art. 6 of the Annexe 2 of the Regulations, as well as it is reciprocal, reasonable, and proportionate in line with the jurisprudence of the Football Tribunal. Such clause was therefore fully enforced by the Single Judge.
63. As a consequence, the Single Judge decided that the coach should be entitled to the residual value of the Third EC amounting to EUR 450,000 net (*i.e.*, the salaries from August until December 2022 = 5 * EUR 90,000 net) as compensation for breach of contract.
64. Taking into consideration the coach's request as well as the constant practice of the PSC in this regard, the Single Judge decided to award him interest on said compensation at the rate of 5% *p.a.* as of the date of termination of the contractual relationship between the parties (*i.e.*, 20 July 2022) until the date of effective payment.
65. Lastly, the Single Judge pointed out that the coach's claim for additional compensation lacks contractual and regulatory basis, hence should be rejected, especially in that the compensation payable to the coach was calculated on the basis of the relevant contractual clause.

iii. Compliance with monetary decisions

66. Finally, taking into account the applicable Regulations, the Single Judge referred to art. 8 par. 1 and 2 of Annexe 2 of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.
67. In this regard, the DRC highlighted that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist of a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods.
68. Therefore, bearing in mind the above, the Single Judge decided that the club must pay the full amount due (including all applicable interest) to the coach within 45 days of notification

of the decision, failing which, at the request of the coach, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become immediately effective on the club in accordance with art. 8 par. 2, 4, and 7 of Annexe 2 of the Regulations.

69. The club shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form, which is attached to the present decision.
70. The Single Judge recalled that the above-mentioned ban will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 8 par. 8 of Annexe 2 of the Regulations.

d. Costs

71. The Single Judge referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Single Judge decided that no procedural costs were to be imposed on the parties.
72. Likewise, and for the sake of completeness, the Single Judge recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.
73. Lastly, the Single Judge concluded its deliberations by rejecting any other requests for relief made by any of the parties.

IV. Decision of the Players' Status Chamber

1. The claim of the Claimant, Jacobus Johannes Martinus Paulus van Gastel, is partially accepted.
2. The Respondent, Guangzhou City FC, has to pay to the Claimant the following amount(s):
 - **EUR 81,818 net as outstanding remuneration** plus 5% interest *p.a.* as from 31 October 2021 until the date of effective payment;
 - **EUR 81,818 net as outstanding remuneration** plus 5% interest *p.a.* as from 1 December 2021 until the date of effective payment;
 - **EUR 81,818 net as outstanding remuneration** plus 5% interest *p.a.* as from 31 December 2021 until the date of effective payment; and
 - **EUR 450,000 net as compensation for breach of contract without just cause** plus 5% interest *p.a.* as from 20 July 2022 until the date of effective payment.
3. Any further claims of the Claimant 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 art. 8 of Annexe 2 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:
 1. The Respondent 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 up to 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 made by the end of the three entire and consecutive registration periods.
6. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 8 par. 7 and 8 of Annexe 2 and art. 25 of the Regulations on the Status and Transfer of Players.
7. This decision is rendered without costs.

For the Football Tribunal:



Emilio García Silvero

Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 57 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS) within 21 days of receipt of the notification of this decision.

NOTE RELATED TO THE PUBLICATION:

FIFA may publish this decision. For reasons of confidentiality, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 17 of the Procedural Rules Governing the Football Tribunal).

CONTACT INFORMATION

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