



GHANA FOOTBALL ASSOCIATION

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AUGUST 7, 2020.

1. MR. FRANK NUTTAL
2. THE CEO
ACCRA HEARTS OF OAK
ACCRA

Dear Sir,

DECISION OF THE GFA APPEALS COMMITTEE RELATING TO THE APPEAL FILED BY FRANK NUTTAL CLUB AGAINST THE DECISION OF THE GFA PLAYERS' STATUS COMMITTEE

We forward herewith the Decision of the GFA Appeals Committee in the above-mentioned subject matter.

Please accept for strict compliance.

Yours faithfully,

**PROSPER HARRISON ADDO ESQ.
(GENERAL SECRETARY)**

GHANA FOOTBALL ASSOCIATION



**DECISION OF THE APPEALS COMMITTEE* OF THE GFA RELATING TO THE
APPEAL FILED BY FRANK NUTTAL AGAINST THE DECISION OF THE PLAYERS'
STATUS COMMITTEE**

By an appeal filed on 23rd May, 2019, Frank Nuttal, a former Coach of Accra Hearts of Oak is seeking a reversal of the decision of the Players' Status Committee dated 23rd May, 2019.

In determining this appeal, we have reviewed the decision of the Players' Status Committee, the submissions filed for and on behalf of Frank Nuttal and Accra Hearts of Oak and the documents which were submitted by the parties to the Players' Status Committee.

As indicated by Frank Nuttal in his submissions filed before this Committee, the sole ground of appeal has to do with whether or not the termination of his Contract breaches Clause 5.2.4 (5.1.4) of the Contract between him and Accra Hearts of Oak.

The relevant clause quoted by Frank Nuttal from his Contract with Accra Hearts of Oak is as follows;

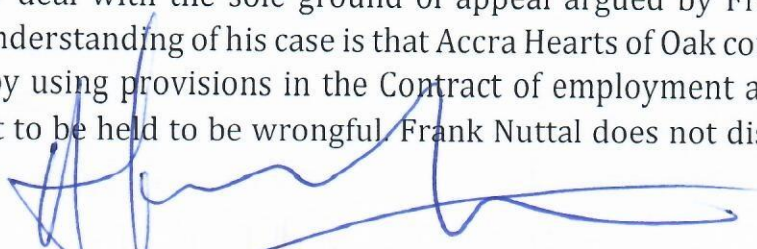
“If any event of default occurs as indicated in 5.1 and 5.2 above, the affected party shall forthwith send a default demand to the other party giving the other party 7 days within which to remedy the default failing which the party shall have the right to unilaterally terminate the agreement without any compensation.”

According to Frank Nuttal, Accra Hearts of Oak did not comply with the above quoted clause in terminating its Contract with him and therefore the termination was wrongful.

In response to the submissions of Frank Nuttal, Accras Hearts of Oak argued in its written submissions that Frank Nuttal's conduct in facilitating the transfer of players of the club breached his contract with the Club and that he was granted a hearing before his employment was terminated by the Club.

Accra Hearts of Oak further submitted that the appeal was filed out of time. From the records available to us, the appeal was filed on 23rd May, 2019 as indicated with GFA receipt number 025143. The decision of the Players' Status Committee is also dated 23rd May, 2019 and therefore the appeal was filed within time.

We shall now deal with the sole ground of appeal argued by Frank Nuttal in this appeal. Our understanding of his case is that Accra Hearts of Oak could only terminate his contract by using provisions in the Contract of employment and that any other process ought to be held to be wrongful. Frank Nuttal does not dispute the fact that



Accra Hearts of Oak investigated the allegations of facilitating players transfer by him and that he was given the opportunity to respond to these allegations.

Indeed Mr. Nuttal has admitted in documents reviewed by us as part of the appeal record that he breached his contract by facilitating the transfer of players of Accra Hearts of oak.

In our view, the essence of the event of default clause relied upon by Frank Nuttal is to give adequate notice to each party about a breach of the Contract.

The evidence available to us establishes that Accra Hearts of Oak confronted Frank Nuttal with the allegation of his involvement in the transfer of the players of the club. The evidence further shows that Mr. Nuttal admitted facilitating these transfers and apologized to the Club for his conduct.

We are of the view that in determining whether or not Accra Hearts of Oak offered Mr. Nuttal the opportunity to respond to any breach of his contract, the sole procedure is not as provided for in clause 5.2.4 (which is labelled as 5.1.4) of the Contract.

The rules of natural justice were fully complied with from the evidence reviewed by us in this appeal and we are of the view that the technical argument proffered by Frank Nuttal cannot avail him. He was given a hearing by Accra Hearts of Oak and we agree with the Players' Status Committee that the termination of his Contract by Accra Hearts of Oak is lawful.

The appeal is dismissed. We shall award costs of GH¢2,000.00 against Frank Nuttal in favour of Accra Hearts of oak.



AGBESI K. DZAKPASU
CHAIRMAN

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DR. BELLA BELLO BITUGU

FELIX ANYISAH

JOE SLOVO

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