

Union Royal Belge des Sociétés de Football Association (URBSFA) v Jean-Marc Bosman [1995] C-415/93

Case Overview

The Cour 'Appel (Appeal Court), Liège, the national court, referred this matter to the European Court of Justice ("the ECJ") for clarification on the interpretation of Articles 48, 85 and 86 of the EEC¹ Treaty. The national court's question was whether Article 48, 85 and 86 of the Treaty of Rome are to be interpreted as:

- i. "Prohibiting a football club from requiring and receiving payment of a sum of money upon the engagement of one of its players who has come to the end of his contract by a new employing club;*
- ii. Prohibiting the national and international sporting associations or federations from including in their respective regulations provisions restricting access of foreign players from the European Community to the competitions which they organize"*

The matter came to the Appeal court, Liège further to proceedings brought in lower courts between: (i) Union Royale Belge des Sociétés de football Association ("URBSFA") and Mr Bosman; (ii) Royal Club Liégeois SA ("RC Liège") and Mr Bosman; (iii) SA d'Économie Mixte Sportive de l'Union Sportive du Littoral de Dunkerque ("US Dunkerque"), URBSFA and Union des Associations Européennes de Football ("UEFA"); and (iii) UEFA and Mr Bosman.

Background Facts

Mr Bosman, a Belgian national and professional footballer, was employed by RC Liège, a Belgian first division club. His contract with RC Liège was due to expire on 30 June 1990 and when he was offered a new contract Bosman refused to sign and was put on a transfer list. Bosman was subsequently approached by US Dunkerque, a French second division team.

RC Liège and US Dunkerque agreed a contract on 27 July 1990 subject to receipt of a transfer certificate by the national association for football in Belgium, URBSFA to the French Football Federation in time for the first match of the season. As per the relevant transfer rules at the time, when a player entered a new contract that club was required to immediately notify the old club, which in turn notified the national association which would issue an international clearance certificate. However, RC Liège did not request the transfer certificate from URBSFA because it doubted US Dunkerque's ability to make the payment for the transfer.

¹ European Economic Community (EEC), one of the two Treaties of Rome, together with the Treaty Establishing the European Atomic Energy Community (EURATOM), entered into force on 1 January 1958

Consequently, the contract between RC Liège and US Dunkerque did not take effect. RC Liège subsequently suspended Bosman, which prevented him from playing the entire season.

In light of the above, Bosman contended that his freedom of movement rights and ability to undertake his profession in another member state had been unjustifiably restricted.

Outcome

The focus of the case concerned the issue of international transfer fees demanded for out-of-contract players. The ECJ considered the justifications advanced by the defendants in the above case, namely that the restriction of free movement was necessary to maintain a financial and competitive balance between clubs and to support the training and talent search for young players. The court however did not find the justifications advanced by the defendants to be convincing and determined that justifications of restrictions on free movement would require convincing evidence.

The outcome of the case was the establishment of the Bosman rule, which allows out-of-contract football players with EU/EEA nationality to transfer to a club in another EU/EEA member state at the end of a contract without the old club demanding a transfer fee on the condition of the transfer.