



**THE INDEPENDENT
FOOTBALL OMBUDSMAN**

IFO COMPLAINT REF: 17/12
SEASON TICKET PROBLEMS AT HULL
CITY

Role of the Independent Football Ombudsman (IFO)

1. The office of the IFO has been established by the three English football authorities (The Football Association [FA], The Premier League and The English Football League [EFL]) with the agreement of Government. The IFO has been designated as the final stage for the adjudication of complaints which have not been resolved within football's complaints procedure. The IFO is an Approved Alternative Dispute Resolution Body and its findings are non-binding. IFO Adjudications will normally comprise two parts: an impartial assessment of the substantive complaint and a review of the procedure by which the complaint was handled. The IFO's role is to investigate the complaint and judge whether it was dealt with properly and whether the outcomes were reasonable for all parties concerned. Under the procedure agreed by the Football Governing Bodies, the adjudication of the IFO is final and there is no right of appeal against IFO findings.

2. The IFO must make clear that in investigating this complaint he has received full cooperation from Hull City FC and from the KCOM Stadium Management Company (SMC).

The complaint

3. A Hull City supporter complained that when he bought season tickets for the North Stand for season 2016/17 for himself and his wife (£21 per month each membership), the Club had not warned him that the seats were for an area where standing was prevalent. As a result they had not been able to watch games in comfort, had left some games before the end and had chosen not to attend a couple games because of that. In January 2017 he had changed to more expensive seats in order to watch games while seated.

The facts of the case

4. On 5 December 2016 the complainant telephoned the Club to complain about fans persistently standing in front of him and his wife. The Club's reception Officer told him that he could move to another part of the stadium and he should raise the matter with the SMC, who have responsibility for the stewarding arrangements. By arrangement, the complainant visited the stadium. According to the complainant, the Club official conceded that in the North Stand there were ongoing problems of standing which the Club could not control. She gave him contact details for the Stadium Manager so he could put his complaint in writing. The complainant viewed various seats which were available. He was given options in the North and South Stands at the same price; in the East Stand he had various options at various prices. On 6 January 2017 the complainant confirmed that he would like the most expensive of the options (£40.50 per month each membership), close to the halfway line in the East Stand. Also on 6 January the complainant emailed the Stadium Manager complaining that at no time during the booking service for his North Stand seats had he been warned of the standing problem. He said that it was totally unacceptable for he and his wife to have had to stand for the whole of every match they had attended; they both had medical conditions which made standing for long periods difficult. He had had to travel back to the Club (a round trip of 54 miles plus Humber Bridge tolls) in order to find a solution to the problem. He was not happy to have had to pay extra in order to be able to sit

and would have had to give two months' notice to cancel the memberships. The SMC had various contacts with the complainant but decided that they could not compensate him.

5. On 13 May the complainant emailed the Club's Sales Centre. He said that he had contacted the Club on a number of occasions to complain about the standing problem. At no point when viewing the seats, or buying memberships, had he been warned that there could be a standing problem. As he had not been to a match at the ground previously, he had thought that things would settle down after the early season excitement, but after the third home match he had telephoned the Club; their reaction was that he would have to take up the matter with the SMC. He said that the SMC had simply said that it was a difficult situation for them to control. After a further match he had again telephoned the Club; they said that the only way to resolve the situation was for everyone affected to complain to the SMC. He said that he had told the Club that he was cancelling the memberships and why; what he really wanted was the Club to offer him a £100 reduction on each membership as a goodwill gesture for the disappointment and inconvenience he had suffered. On 15 May the Sales Centre Manager telephoned the complainant in an attempt to collate the facts of the complaint. She confirmed that the SMC were aware of the standing issue and were monitoring the North stand on a match by match basis. She then emailed the complainant saying that the Club needed further information and evidence in order to investigate his complaint. The complainant replied that he had spoken to both the Club and the SMC several times to complain about the standing problem, but he was unable to provide evidence of such, as he had not kept records. He said that there had been no need for him to declare that he had a problem standing as he had bought seats. The Manager replied saying that the only documentation he had supplied related to the complaint he had made in January, which had been resolved. She said that it had been his choice to purchase more expensive seats; other seats had been available, but had not been to his satisfaction. She said that in respect of standing issues in the North Stand, nobody in the Club would have anticipated that situation because of changes in memberships. She said that all members were given the opportunity to relocate if they were unhappy. Without relevant evidence about complaints from him earlier in the season the Club could not consider compensation.

The investigation

6. The IFO carefully reviewed the correspondence between the complainant, the Club and the SMC. The Deputy IFO visited the complainant who confirmed the version of events as given to the Club. The complainant understood that the Club were well aware of the standing problems in the North Stand and he was adamant that at no point in the initial purchasing process had he been warned about that situation. He had bought seats which gave him a lovely view of the pitch and he had expected to be able to sit in comfort. He had been really excited at having season tickets and seeing matches at the KCOM stadium for the first time, as he loves football, but he and his wife had encountered problems through having to stand; they had left early on a couple of occasions and had chosen to miss a couple of matches. His view was that the Club were not interested in his initial complaints and had simply tried to pass the buck to the SMC, who had then batted him back to the Club. After his request for compensation had been rejected in January, he had felt that he could not do anything further. However, as the season had gone on, he had become increasingly disillusioned over what had happened, particularly when he found how enjoyable it was to sit and watch. When it had come to continuing membership for 2017/18 season, he had realised that the Club were taking him for granted. In May, therefore, with encouragement from the Football Supporters' Federation, he had made his further complaint. Had he been offered a reasonable goodwill gesture, he would happily have continued membership. He would really like to return to the Club but, as a matter of principle, will not do so without some tangible recognition of the problems he and his wife endured in the first half of the season.

7. The Deputy IFO visited the KCOM stadium and met with the Stadium Manager, the Safety Officer, the Assistant Operations Manager (all SMC staff), and the Club's Ticket Sales Manager and Reception Officer. The Stadium Manager explained that the stadium is owned by the local council, who lease it to the SMC, who have the Club as one of their tenants. The Safety Officer acknowledged that there are problems with persistent standing in all of the

stands, but the worst is the North Stand, which seems to attract primarily those who want to stand. Despite the best efforts of stewards, they are unable to rectify the situation and the priority is to keep the aisles and stairwells clear; the Safety Officer considered that sample ejections would raise the possibility of disorder. The Safety Advisory Group are aware of the problem. The normal situation would be that any complaint to a steward would be reported to the control room, but there was no evidence that that had happened. There was no evidence of any contact from the complainant prior to January.

8. The Club officials thought it unlikely that when viewing the seats in the North Stand, the complainant would have been advised of a potential standing problem, as they had not known that standing was going to be an issue. In addition, the complainant would actually have purchased his memberships through an outsourced organisation called "Rescue", as the Club did not have the voice recording facility needed for direct debits, so no warning would have been given at that stage. The officials said that it was normal practice to tell any complainant to put a complaint in writing; the complainant had not done so until January, and there was no evidence of any complaint from him prior to December 2016. The Club's view was that the complaint had been resolved in January when the complainant had chosen to be relocated, and there had been no reason for him to raise the matter again in May. The price increase had been his own decision, as there had been suitable alternative seats at an equivalent price. The Club were standing by their decision not to compensate the complainant in any way.

9. The Deputy IFO noted from the meeting of the Safety Advisory Group on 23 February 2015 that there was concern about the trend for a "significant proportion of the north stand to stand up throughout the game".

Findings

10. The Club's position is basically that, prior to December 2016, there is no evidence that the complainant raised the matter of standing, and that when he did so, they quickly took the necessary steps to provide a solution, something which they would have done much earlier had they been made aware of the

problem standing was causing the complainant. The IFO accepts that there is no evidence available of contact prior to December and that it would have been wise for the complainant to have recorded the dates of any calls and the persons to whom he spoke, and also put his complaint in writing. Equally there is no evidence that when viewing the original seats, or purchasing them, the complainant was warned of the likely problem of persistent standing. Indeed, the Club have said themselves that they would not have anticipated the problem of standing (paragraph 5), even though it was not a new phenomenon (paragraph 9); it seems likely, therefore, as the complainant contends, that he was not forewarned of a potential standing problem. The IFO can see why the Club are sceptical about whether there was earlier contact but, despite the lack of evidence, the IFO finds the complainant a credible witness.

11. The Club also contend that purchasing more expensive seats was the complainant's own choice, given that there were suitable options available at no extra cost. The IFO fully accepts that it was the complainant's own choice to select more expensive, and better, seats. However, the essence of the complaint surrounds not whether or not the complainant made the contacts claimed, or bought more expensive seats by choice, but whether he got what he purchased in the first place, which was two seats to watch football matches in the relative comfort of a seat. And whether, in the light of what transpired, he was disappointed, inconvenienced and discomforted. Put simply, the complainant had a contract with the Club which clearly stated that persistent standing would not be tolerated. From the information obtained from the SMC officials (paragraph 11) the IFO accepts that, because of persistent standing by those in front of him, the complainant was unable to watch matches from a seated position and, by his own account, he and his wife not only suffered accordingly, but had to leave before the end of a couple of matches and also chose to miss a couple. If he had not been encountering problems seeing matches without discomfort, why else would he have chosen more expensive seats when, by his own account, he was perfectly happy with the seated view from his own seats? He had, after all, chosen those seats himself. The IFO is satisfied that the complainant purchased North Stand seats in all good faith, that he expected to be able to sit, and he eventually felt compelled to move in order to watch matches in comfort. **The IFO recommended that, as a goodwill gesture, the Club offers the**

complainant a reduction of £100 on each membership for the 2017/18 season only. The IFO also recommended that the Club ensure that when selling tickets, they make clear to purchasers that, if choosing the North Stand, there is a likelihood that spectators will stand.

12. Unfortunately, in response to the IFO recommendation, the Club said that they would not be issuing any compensation to the complainant and, if he wished to re-join the membership scheme, he would have to pay the standard re-joining fee. In accordance with the IFO Terms of Reference, which were set by the three Football Authorities, where an IFO recommendation is not to be implemented, the football body concerned – in this case Hull City – must publish their reasons and their proposed alternative resolution of the issue.

Conclusion

13. The IFO has found justified the complaint that the complainant was sold memberships for seats in an area where standing was known to be prevalent, and that he and his wife were accordingly unable to watch matches in comfort. The Club have refused to implement the IFO recommendation and must now publish their reasons.

Professor Derek Fraser, Ombudsman

10 August 2017

Alan Watson CBE, Deputy Ombudsman