



THE INDEPENDENT
FOOTBALL OMBUDSMAN

COMPLAINT REFERENCE

IFO 15/11

A Request for a Refund for Cancelled England Tickets

The Role of the Independent Football Ombudsman (IFO)

1. The office of the IFO was established by the three English football authorities (The Football Association (FA), The Premier League and The Football League) 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 operates a form of non-binding arbitration. 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 confirms that he has had the full co-operation of the FA in investigating this complaint.

The complaint

3. A member of the England Supporters Travel Club complained that he was refused a refund when he cancelled his tickets for the San Marino v England match. He specifically complains that he was not informed or reminded about the rules on the time limit for cancellations.

The Facts of the Case

4. In July 2015 the FA announced plans for the ticket sales arrangements for the European Championship qualifying match between San Marino and England which was to be played on 5 September. Members were advised to register their interest in travelling to this away match and the FA subsequently announced that some 3000 supporters had expressed an interest and that the FA expected to be able to meet this demand. Members were reminded that in the interests of security the match would be "100% ticket collection....issued only following a successful security check".

5. On 7 July the complainant, a long standing member of the England Supporters Club, paid for 4 tickets at a cost of £120. On 29 July he contacted the Club to explain that his eldest son was no longer able to travel and he wished to know if he could transfer the ticket to his youngest son, if his membership was upgraded to the Travel Club. He was informed that this would not be possible since there were other members on the waiting list, but that he had the option to cancel for a refund, less an administrative charge. The complainant reported that he was not reminded of the cancellation time limits during this conversation. Having been on holiday, the complainant then phoned the FA on 24 August to inform them that he now wished to cancel the tickets and he was advised to put his request in writing. Again he claims he was not informed about the time limits for cancellation. Having put his instruction in writing he then expected to receive a refund. However, when he requested information about his refund he was then informed that because he had cancelled within 21 days of the match no refund would be possible.

6. On 31 August the complainant requested that the FA should reconsider, pointing out "I have spent a small fortune over the last 9 years and find your decision harsh". The FA responded on 10 September confirming that the information he had been given about transferring tickets was correct and that the 21 day rule had to be applied consistently to be fair to the whole membership. There then followed a period of some procedural confusion. The complainant contacted the IFO in line with what was stated in the FA website. As is normal practice, the IFO sought confirmation from the FA that the review of the case had been completed. The IFO was informed that the matter had been dealt with, a position reaffirmed on a second occasion in response to further submissions to the IFO from the complainant. It appears that the two sides were at cross purposes: the FA believed the matter was settled as there had been no response to the 10 September letter, while the complainant believed there was nothing more to be done with the FA since he had been refused his refund.

7. Eventually at the specific request of the IFO the FA agreed to have a further review of the case. The Head of the England Supporters Club responded to the complainant on 22 December. The operator who had spoken to the complainant

on 29 July had gained the impression that the complainant was looking to cancel imminently in which case a refund would have been granted. However the delay of four weeks was critical since the cancellation then fell within the 21 day rule. It was accepted that the complainant had been a member for many years through different schemes, but the cancellation policy had been consistent throughout that period. Moreover this information was regularly disseminated via news stories on the website and via newsletters. The Head did not believe that the team had misled the complainant and thus a refund would not be granted. The complainant protested in reply on 30 December that there was a moral responsibility to remind members of the 21 day rule when they were considering cancellation, given that the detailed regulations ran to over 4000 words. He described the level of customer service as extremely poor. By now it was clear that the FA had indeed completed its review and the IFO requested that the complainant confirm that he wished to escalate his complaint. On 6 January 2016 summary of the complaint was submitted the IFO and the investigation began.

The Investigation

8. The IFO considered carefully the string of emails from the complainant together with the evidence he submitted. The IFO also reviewed the case put forward by the FA and consulted the relevant regulations and website announcements. The complaint has been adjudicated wholly on the basis of the written evidence, since no meeting with either side was deemed necessary in this case.

The Findings

9. The first point to establish is what the actual cancellation rules are. They are to be found in the England Supporters Travel Club membership terms and conditions section 6.2. This states

A Member wishing to return a ticket to away matches which has been purchased from The FA may apply to The FA for a refund in writing, but must return the match ticket (and application for a refund) so that it is received by The FA at least 21 days before an away match. Each application for a refund will be dealt with at the discretion of The FA. An administration charge of £3 per ticket will be deducted from any refund.

This is pretty unambiguous and is reinforced in messages relating to specific matches. For example, in announcing the sale of San Marino tickets the news item includes the statement,

Ticket cancellations

If you wish to cancel your ticket then to receive a refund this must be done more than 21 days before the match takes place.

In the light of these statements it is quite clear that the complainant cancelled his tickets within the 21 day period and hence the FA were perfectly entitled to refuse his request for a refund.

10. Although the rules are clear, the complainant submits a case for mitigation. The regulations run to some 4000 words and it is unreasonable to expect an ordinary club member to be familiar with the detail. Moreover, he had been a

member for 9 years and had never had to cancel tickets before and was therefore without previous experience. Indeed, his loyal years of membership entitled him to be treated with some sympathy rather than the strict letter of the law. Above all, he claims that he was misled by not being reminded of the cancellation rules either at the time of the original approach or when he decided to cancel. If he had been fully apprised on the first occasion he would have made his decision sooner and on the second he could have retained his travel and hotel bookings. The IFO finds that there was no intention to mislead by the FA and that it was not unreasonable to omit the reminder on the first occasion as an imminent cancellation would have resulted in a refund and on the second the period for a refund had already lapsed. However, the IFO has some sympathy for the complainant and it is a feature of good customer service practice that a purchaser should be made aware of the relevant conditions relating to the terms of sale. **The IFO therefore recommends that the FA ensures that supporters are reminded of refund rules when discussing possible cancellation and return of tickets so that they may make an informed decision.**

11. The FA points out that this is the only complaint received during a period when over 12,000 away tickets have been sold. The FA is required to purchase tickets in advance and when a ticket is cancelled late (less than 2 weeks before the match) as in this case, it is unlikely that the ticket can be re-sold, which would leave the FA with a financial loss. The FA is entirely correct that the cancellation rules are clearly stated and the IFO finds that the FA was within its rights to refuse a refund. It would have been helpful if the people dealing with the complainant had reminded him of the 21 day rule, but technically he has no case and **the complaint cannot be upheld**. Nevertheless, the IFO believes that his long years of membership should count for something and hopes that the FA will make a goodwill gesture in recognition of his loyalty as a supporter of the England team.

Conclusion

12. It was unfortunate that the complainant waited so long to make his decision to cancel which meant that he was then beyond the time when a refund could be granted. His view is that he should have been reminded of the cancellation terms, but it was not unreasonable for the FA to assume that a long standing member would be familiar with the rules, which are themselves very clear. The IFO has recommended that FA staff do in the future remind members of the time limits for refunds. However, the IFO cannot uphold the complaint.

Professor Derek Fraser, Ombudsman

26 January 2016

Alan Watson CBE, Deputy Ombudsman