



IFO COMPLAINT REF: 16/02

THE PREMIER LEAGUE'S HANDLING OF A CLAIM FOR COMPENSATION RESULTING FROM MATCH RESCHEDULING

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 system 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 in investigating this complaint he has received full cooperation from the Premier League.

The complaint

3. A man complained that the Premier League had refused to compensate him for a financial loss of £55 caused by rescheduling at very short notice of the Southampton v West Ham United fixture which took place on Saturday 6 February 2016.

The events

4. On 11 January the complainant purchased from West Ham two £20 tickets for the match scheduled for Monday 8 February. He booked a return train fare for £18 and a hotel room for the Monday evening for £37. Because West Ham drew their cup match with Liverpool on 30 January, thereby requiring a replay, the Southampton match was rescheduled to Saturday 6 February. The complainant requested compensation from the Premier League because he was unable to attend on the Saturday. He was not seeking a refund on the match tickets as he was able to give them away. The Premier League refused the request.

Evidence from the Premier League

5. The League explained to the IFO that the full fixture list is compiled in mid-June ahead of each season. Match dates can alter for a variety of reasons, including for live TV broadcasts and to accommodate fixtures in cup competitions. As a general principle, League matches defer to all dates in cup competitions, including dates for replays. For that reason, all Premier League matches are advertised as being subject to potential change and tickets are sold by clubs accordingly. Sky Sports had identified the Southampton match as one they would like to broadcast as part of their Monday night schedule. The change was finalised with both clubs and included in the relevant Premier League updates. Information on the change was first circulated on 17 December. Because an FA cup 4th round replay was a possibility for Wednesday 10 February, it was agreed by all parties that the Southampton v West Ham match would be scheduled with the proviso that it could still be re-scheduled for replay purposes. Both clubs agreed to advertise ticket sales accordingly. After the FA cup 3rd round ties had been completed in mid-January the Premier League issued a circular clarifying the potential for further re-scheduling of the Southampton match.

6. From the outset West Ham included details of the potential rescheduling in their club communications. On 17 December the club website included:-

“Our away game at Southampton, originally scheduled for Saturday 6 February, will now be played at 8pm on Monday 8 February.”

“Please note that the games against Aston Villa on Tuesday 2 February and the trip to Southampton on Monday 8 February are still subject to change, should any of the teams be involved in FA cup ties on 31 January or if fourth round replays are required.”

In addition, for the Southampton match, West Ham gave fans similar information in a guidance note when tickets were delivered.

7. The League explained to the IFO that they understand the potential for disruption and work with their clubs to make every effort to communicate in a timely fashion changes and other matters which may affect matches. The fixture page on the League’s own website is constructed in such a way that allows information on each fixture to be updated, reflecting both confirmed and potential changes. The League said that it was unfortunate that the complainant was unaware of the rescheduling situation and they sympathised with his position, but they were confident that the match scheduling had been handled appropriately and that every effort had been made to ensure that fans were made aware of the scope for change. Neither the League nor the club should be liable for third party costs in such circumstances. The League recommends that fans book flexible options where possible or consider taking out relevant insurance to guard against any changes. The League’s views are in line with that commonly expressed within football, that a ticket refund will normally be granted but that associated travel or accommodation costs will not be reimbursed.

Findings

8. The IFO has sympathy, not only with the complainant, but with all fans who are faced with the dilemma of whether to book travel and accommodation in advance in order to get the cheapest deals, against the possibility that a match may be rescheduled or postponed. This complaint reflects an issue which is raised regularly with the IFO and which is likely to feature again in forthcoming reports. However, with regard to the Southampton match, the IFO is satisfied that from 17 December, after the match had been selected for television and before tickets went on sale, the Premier League and West Ham did all they could to highlight the potential for change. In such circumstances the IFO cannot support the complainant’s claim for compensation.

9. The IFO recommends that the Premier League make every effort to keep rescheduling down to the minimum consistent with contractual obligations and considerations due to cup competitions, and give the maximum possible notice of changes.

Conclusion

10. Although the IFO sympathises with the complainant's situation, he is satisfied that the Premier League and West Ham took the steps necessary to make fans aware of the potential for change. The risk of rescheduling either because of a cup replay or for live TV coverage is widely known by supporters. The IFO's role is to judge whether the club and the League acted reasonably to mitigate this risk by timely publicity. The IFO concludes that they did and therefore finds the complaint not justified.

Professor Derek Fraser, Ombudsman
Alan Watson CBE, Deputy Ombudsman

8 March 2016