



THE INDEPENDENT
FOOTBALL OMBUDSMAN

IFO COMPLAINT REF: 16/09

A REQUEST FOR A REFUND FOR THE

LEEDS UNITED v MIDDLESBROUGH

MATCH, FEBRUARY 2016

The 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 Leeds United FC and the English Football League.

The complaint

3. A long standing Leeds United season ticket holder complained that the Leeds United v Middlesbrough Championship fixture had been subject to an unreasonably late change of date in order to permit the match to be shown live by Sky television. He had booked a family holiday only a few days before the change of date was announced and he believed that he was entitled to a refund or other goodwill gesture from the club as he was unable to attend the match.

The facts of the case

4. When the Championship fixtures for 2015-16 were announced the Leeds United v Middlesbrough match was scheduled to be played on Saturday 13 February 2016. On 19 January the Football League announced that the match would be switched to Monday 15 February in the evening and would be shown live on Sky television. The League said that it was a matter of regret that this change was announced so late (just over three weeks before the original date), which, it was claimed, was due to an ongoing legal dispute between Leeds United and the League (see below para. 7). The complainant, believing that the fixture would go ahead as planned, had booked a family holiday for the week of the Leeds schools half term holidays a matter of days before the change of date was announced. He had intended to go to the match on the Saturday but could not attend on the Monday night as he would be on his recently booked holiday. He was aware that this was not the decision of Leeds United but requested a refund "as this decision has been made at short notice and completely out of my control".

5. The Head of Ticketing responded on 5 February explaining that the club were as frustrated as the supporters, but could not prevent Sky showing the game live. Reference was made to the season ticket terms and conditions which meant that no refund was available. The complainant replied that "no-one will take any responsibility here. Sky blame the Football League who in turn say it is down to the club as ticket supplier to refund its supporters". The Head pointed out that Leeds United had no input into the selection of matches and repeated that no refunds would be made to season ticket holders. In line with the Customer Charter the complainant was advised that he could refer the matter to the Supporter Liaison Officer (SLO) which he did on 9 February. He expressed disappointment at the club's response and suggested that

"In the spirit of good customer/supporter relations I would have thought it would be in your interest to show some loyalty back - I have stuck by the club - in good and bad [times] and purchased ST every season for the last 30 years. A small gesture of good will is not asking too much surely."

6. The SLO replied in similar terms on 10 February, explaining that the club had tried to prevent the fixture being changed but had been unsuccessful. Many supporters both nationally and internationally had been inconvenienced by this late change and the club owner was aware of the effect on the supporters, which was why he had tried to challenge the Football League. Again the SLO referred to the terms and conditions and confirmed that no refunds would be made to season ticket holders. The complainant was advised that he could refer his case to the Football League and thence to the IFO. In fact he submitted his complaint to the IFO on 11 February. In line with the then procedure the IFO referred the complaint to the League for confirmation that the Governing Body stage had been completed.

7. In fact there was now a long delay as the League was unable to respond substantively because of the legal dispute with Leeds United and matters were therefore *sub judice*. In December 2015 Leeds United had initially prevented the Sky cameras entering the Elland Road stadium for the Derby County game, since the Club believed that both supporters and players were disadvantaged by the disproportionate number of times Leeds fixtures were being rearranged at the whim of Sky television, often at short notice. Reluctantly, the Club did permit the live broadcast to go ahead, but on the day of the game issued a statement on the Club website explaining the club's grievances. It concluded, "Leeds United Season Ticket holders have had enough of these fixture changes, the players and staff have had enough and Leeds United Football Club has had enough". The Club announced that it was challenging the Football League "through the appropriate legal routes" and it was this legal dispute which was cited by the League as the reason for the delay in announcing the date of the Middlesbrough game. The EFL stated that when the match was originally chosen there would have been 8 weeks' notice had the legal challenge not been mounted. The complainant requested a progress report from the IFO on several occasions and when it became increasingly clear that the League felt unable to respond, the IFO pressed ahead with the investigation in June 2016.

The Investigation

8. The IFO carefully reviewed the correspondence between the Club and the complainant, together with the relevant ticketing regulations. On 26 July the IFO and Deputy visited the Club to discuss the case. They met the Executive Director, the Head of Ticketing, Membership and Matchday Operations and the SLO.

The Findings

9. The issue of the late rearrangement of fixtures is highly topical and during the 2015-16 season the IFO investigated three complaints, this one in the Football League and two others in the Premier League. For the IFO it is not the rearrangement of fixtures for live coverage per se which is the main problem. After all, supporters have had experience of live coverage for a quarter of a

century and know that when they buy a ticket there is a chance that the match may be rearranged to permit live TV coverage. It is the timing of the announcement of re-scheduling which is the key element in this and similar complaints. The IFO Annual Report gives due prominence to this issue and recommends that the Governing Bodies accept some responsibility for the disruption, because it is they who sell the collective TV rights.

10. The IFO has every sympathy for the complainant. He believed (probably wrongly) that 8 weeks' notice is normally given and when it was less than a month before the game he felt that he could safely book a week's holiday during the half term break and still go to the game on the Saturday. As a loyal 30 year season ticket holder he felt that the Club owed him something, even though he acknowledged that it was not the Club's decision to change the date. The Club distinguishes (as do others) between season ticket holders and those who buy a single matchday ticket. In the latter case the club will refund the ticket price, so long as the supporter makes an application for a refund within 7 days of the announcement of the change of date. In fact tickets only went on sale *after* the change of date was announced so no supporters had a need to take advantage of this option. The Club explained to the IFO that the terms and conditions for season ticket holders justified the decision to refuse to offer any compensation to the complainant and any other season ticket holder inconvenienced by the change to the date of the Middlesbrough game. The IFO finds that the Club was within its rights to take this position, as the conditions make clear that the Club cannot guarantee that a fixture will take place on the designated date and they are explicit in stating that no refunds will be given to season ticket holders if match dates are changed for whatever reason.

11. This rearranged date inconvenienced many supporters and was widely discussed in the media. When the League issued its statement the *Middlesbrough Evening Gazette* reported that "the late change in this fixture has certainly angered some Boro fans who already had travel and accommodation plans in place". Both TV and press covered the story of the 100 Norwegian fans who had chartered a plane and could not rearrange the flight times. This was the 12th time in the 2015-16 season that a Leeds fixture had been rearranged for Sky coverage. Accepting that the terms and conditions made clear that partial refunds were not permitted for season ticket holders, the IFO enquired whether the Club would be willing to consider some other goodwill gesture for the complainant. The Club explained that it had 13,000 season ticket holders and it was impractical to compensate the many who could not attend a particular game. Indeed, they maintained that the whole Leeds campaign against excessive TV coverage was in the interests of season ticket holders, who were disadvantaged more than any other class of supporter. If the Club was successful in reducing the number of live games (through the representations it had and was making to the EFL management) then that would benefit season ticket holders who would thereby be able to attend more matches, making their ticket even better value for money.

Conclusion

12. The IFO feels sympathy for the supporter, though it cannot uphold the complaint because of the clear statement in the season tickets terms and conditions. The IFO welcomes the information provided by the EFL that for season 2016-17 the League will endeavour to give at least 5 weeks' notice of fixture changes and that this target has been accepted by the broadcasters.

Professor Derek Fraser, Ombudsman

27 September 2016

Alan Watson CBE, Deputy Ombudsman