



## **IFO COMPLAINT REF: 16/11**

### **A COMPLAINT ABOUT THE NEW MEMBERSHIP SCHEME AT HULL CITY**

#### **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 Hull City FC.

## **The complaint**

3. A long standing Hull City season ticket holder complained that the Club's membership scheme introduced for the 2016-17 season was to his serious disadvantage. He complained that, having been assured there would be a price freeze, the renewal of his seat was accepted with no increase in cost, whereas the terms were subsequently changed.

## **The facts of the case**

4. In the Spring of 2016 before Hull City had achieved promotion to the Premier League, the Club announced that it was introducing a new membership scheme in place of the former season ticket programme. Supporters were invited to subscribe to a membership for a seat in a particular zone of the stadium on a rolling 12 monthly fee basis. Fans were given the opportunity to retain their current seats or to move to a different zone with a corresponding reduction in price. In launching the scheme the Club described it as a "pioneering scheme and one that represents a significant change to how we aim to work with, cherish and reward the supporters of this unique football club." The Club explained to the Premier League (whose approval was required for the revised ticketing policy) the aims of the new programme. It would reduce fraud by implementing a policy of "one seat one price", thereby preventing fans from buying concessionary tickets to which they were not entitled; it would permit an easier transition from junior to adult tickets and increase retention; it would attract back fans who had previously been priced out by its affordability dimension (Hull's ticket prices are by far the cheapest in the Premier League); and it would encourage family inclusion by its family price promise. In short the Club was making "football cheaper for the masses".

5. The complainant is a 78 year old man who has supported Hull City for 67 years. He has been a benefactor for the Club in difficult times and was the Treasurer of the Senior Tigers which contributed funds to the Academy and the Tigers Trust. He is a member of the 500 founders club and has had the same seat in the West Stand of the KC (now KCom) Stadium ever since the Club moved from Boothferry Park. When the membership scheme was being launched there was an announcement on the Club's website that "Members of the 500 Club are to be offered a price freeze". On the strength of that statement the complainant phoned the membership line and renewed his seat at an agreed price of £31.50 per month. When he did not receive a confirmation email he rang the Club and was told that there was a problem sending emails but his seat had been renewed at the price stated. However, several days later he received a phone call to say that the renewal would actually cost £40.50 and an immediate decision was required.

6. On 14 May the complainant wrote to the Chairman complaining at how he had been treated with "disgraceful contempt". He concluded, "Over the years I think I have 'Earned My Stripes' and to be told how I can earn them with a new

membership scheme is an insult". On 20 May he received a letter from the Marketing and Communications Manager who apologised for the confusion caused by an "error in communications". There was a concession for founder members, who would be able to renew their seats in the west stand at a 20% discount to the new price or alternatively receive a similar discount in another zone. The complainant replied that there was no error in communication and enclosed an extract from the website which promised the price freeze. The Club did not feel able to resolve the complainant's concerns so he took the matter up with the Premier League. The League was in dialogue with the Club over several weeks about this case and the wider membership scheme and whether it was compliant with Premier League rules. The complainant decided that he did not wish to await the outcome of the wider approval process and the complaint was referred to the IFO on 20 July 2016.

### **The Investigation**

7. The IFO carefully reviewed the correspondence between the Club and the complainant, together with the summary statement provided by the Premier League. On August 18 the IFO and Deputy visited the KCom Stadium and met with the Marketing and Communications Manager and the Supporter Liaison Officer. The Club provided a full briefing on the scheme and its implementation within the Stadium, together with copies of the promotional material issued to supporters. The Vice-Chairman subsequently submitted a letter to the IFO explaining the Club's views.

### **The Findings**

8. It is not for the IFO to sit in judgment on the membership scheme overall. Whether it is compliant with Premier League rules is a matter for the Governing Body and dialogue between the League and the Club over the matter is ongoing. Whether the scheme treats supporters fairly and is good value for money the fans themselves will decide. In this regard the IFO was informed that not only did the Club retain 90% of former season ticket holders but a further 6000 new members signed up. This may indicate a general acceptance by a large number of fans, but the question at issue is how the scheme was implemented for this individual supporter, the complainant. The Club readily admits that a factually incorrect announcement was made in good faith when the scheme was still in its development stage. This error was not immediately corrected so that the complainant was allowed to renew his ticket by phone. It was only after the deadline for renewal passed that the complainant was informed that he was required to accept an increase of around one third on his previous season ticket price if he wished to retain his seat.

10. The Club maintains that the concession offered is both generous and flexible, and that others in a similar position to the complainant "have gracefully accepted the pricing error mistake". The complainant can sit in a zone 5 seat at a zone 4 price (but only for season 2016/17) or move to another zone at his current price.

(The Club maintains that the complainant could retain his current price “with little change in his location”). *A priori* and as a free standing concession taken in isolation, the IFO considers this a reasonable offer. However it is not in accord with the publicly stated promise to the complainant as a founder member. The IFO is not a legal tribunal and is not competent to judge whether the price freeze promise was legally binding on the Club (almost certainly not). The IFO can only judge this as a matter of good customer service and fair dealing with a very long standing supporter. The IFO is satisfied that the complainant was led to believe that the price of his ticket would be frozen and that it had been renewed at the previous price. In the individual circumstances of this case, as a goodwill gesture and as part of the transition to the new scheme, the **IFO recommends that Hull City honours the price freeze promise and allows the complainant to renew his West Stand membership for 2016-17 only at the agreed price of £31.50 per month.**

### **Conclusion**

The complainant has a long history of association with Hull City and has been a member of many organisations in support of the Club. The IFO finds no evidence to support the Club’s assertion that the protest about his ticket is “part of a wider issue” and has judged the case solely on its merits as a customer service issue. The IFO accepts that the Club made an error in its communication which it later corrected, but not before the complainant had renewed his seat at the former price. The IFO believes the Club would be exemplifying a commendably high standard of customer service by accepting the IFO recommendation.

**Professor Derek Fraser, Ombudsman**

**21 September 2016**

**Alan Watson CBE, Deputy Ombudsman**