



**IFO COMPLAINT REF: 16/13**

**REQUEST FOR A REFUND FOR BLOCKED**

**VIEW BY STANDING SUPPORTERS AT**

**CHELSEA**

**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, 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. 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 Chelsea FC and the Premier League.

## **The complaint**

3. A Chelsea supporter who travels from Northern Ireland to see the matches at Stamford Bridge complained that at two games at the end of the 2015-16 season he and his wife were unable to see the match because of supporters standing in front of them. He claimed that stewards had done nothing to prevent this and that he was entitled to compensation for his significant travel costs in attending the games.

## **The facts of the case**

4. On 2 May 2016 the complainant, a long standing Chelsea member though not a season ticket holder, attended the Chelsea v Spurs match. He had purchased restricted view seats in the Matthew Harding Stand and he complained to the Club that his view had been severely blocked by supporters who stood in front of him and who refused to sit down. He alleged that the stewards failed to rectify the situation, which "completely WRECKED and RUINED my night at the Bridge". On 4 May he submitted a request for compensation of £1000. On 9 May he received a response from the Club which stated that his complaint was being investigated.

5. Before he received a substantive response, he attended a further match v Leicester City (15 May) when his previous experience was replicated, this time compounded by the very hot temperature and the lack of air in that section of the ground. On 20 May the complainant contacted the Club again to register his disappointment at the slow response to his earlier complaint and to protest at the second experience where he was "paying for our own period of torture". The Club requested details of the source of the tickets which the complainant claimed were a gift. There followed an increasingly heated exchange in which the Club asserted that it was important to confirm that the tickets were not bought from an unauthorised agent and the complainant viewing this as a ploy to deflect attention from his complaint, a "disgraceful witch hunt". He alleged that the Club's obstructive behaviour was "unjustified harassment creating emotional and mental distress to me, my family and friends which is DISGRACEFUL".

6. It was pointed out to the complainant that as he was seeking £2000 compensation, it was reasonable to seek confirmation of the facts and he was informed that the matter was with the Club's legal department. On 22 June the Legal Counsel wrote to the complainant denying any liability for his costs, but offering a goodwill gesture of reimbursement of the face value of tickets for both matches, subject to documentary evidence of the purchase for the second game. In response to the complainant's further submission the Counsel wrote a second letter on 24 June waiving the condition of proof of purchase and offering the face value "in a final attempt to bring this matter to a close". The complainant rejected this offer which "fails to actually represent any true recompense for the Club's inability to honour their contract".

7. The complainant referred the matter to the Premier League as required under the then complaints procedure. Discussions took place between the League and Club officials who had been involved in dealing with the case. It became clear that the Club was not willing to go beyond the goodwill payment already offered which remained open. Via the League the complainant asked the IFO for advice. He felt strongly about his grievances and did not rule out taking legal action. Once it was explained that a reference to the IFO did not forfeit any legal rights the complainant confirmed on 8 August that he wished the IFO to investigate. He informed the IFO he had a wider purpose than compensation which was to propose that "greater sanctions need to be imposed on persistent standing ...and that the Club provide the 'service' that fans are paying for, and are paying highly for."

### **The Investigation**

8. The IFO carefully considered the extensive correspondence between the complainant and the Club, together with the summary provided by the Premier League. On 30 August the IFO and Deputy visited Stamford Bridge and met with the Head of Security, the Supporter Liaison Officer and the Communications Officer. In addition to discussions about the issues arising from the complaint and how it was handled, the opportunity was taken to view the seats which the complainant had occupied.

### **The Findings**

9. The complaint comprises three parts; the standing/stewarding issue, the claim for compensation, and the handling of the complaint. These will be dealt with in turn. The restricted view seats which the complainant occupied are in the back two rows of the lower tier of the Matthew Harding Stand. The Club explained that these 400 seats are charged at the lowest price in the stadium (£23.50) and the price is the same whatever the category of the game and so, for example, the complainant had paid half of what people just one row in front of him had paid. It is acknowledged that these seats have severely restricted views caused mainly by the overhang of the upper tier and are only sold when all other matchday tickets have been purchased. The Club informed the IFO that in season 2015-16 a total of some 10,000 restricted view seats had been sold and the Club had received just 9 complaints about the view. In recognition of the sightline problems the Club is planning to install TV screens which will be a welcome improvement for supporters seated in this area of the stadium. When viewing the seats, it emerged that a reasonable (if not complete) view was afforded so long as there was not the impediment of standing supporters in front of the back two rows. If those in the back two rows have to stand in order to see past those in front, most of the pitch is obscured by the overhang.

10. The Club has produced no evidence to dispute the complainant's allegations about what occurred. Indeed the complainant has never been given any

substantive response about the problems associated with these restricted view seats. (See below para 12). While the Club are sympathetic to the complainant's case, they could cite no reports to the control room or entries in the matchday log in relation to the matches concerned. Nor was there evidence that the Club had taken any subsequent action to deal with the stewarding issues, even though the Counsel's letter stated that the matter had been referred to the operational team. The IFO accepts that the Club has made serious attempts to address the standing issue through discussions at the fans forum, notices posted around the ground, articles in the programme and warnings on the tickets. The IFO considers that there are specific issues associated with these restricted view seats where standing supporters will have a disproportionate effect and suggests that the Club should reconsider whether these tickets should continue to be sold without further investment in resources to ensure that fans are able to see the match while seated. **The IFO recommends that the Club should review its stewarding arrangements for the restricted view seats and renew more strongly its strategies for ensuring that fans remain seated.**

11. The complainant made a substantial claim for compensation (up to £2000) partly justified by his travel costs from his home in Northern Ireland. The Club has indicated that it is willing to pay the face value of the two set of tickets, even though there was some doubt about the source of the second set. It accepts no liability for any consequential costs the complainant may have incurred in attending the matches. The IFO is not a legal tribunal and the complainant is free to pursue a claim for breach of contract after this Adjudication is completed. The IFO focus has to be restricted to what is reasonable from a customer service perspective. In a similar previous case investigated by the IFO where the Club refused compensation for impaired enjoyment caused by standing supporters, the IFO recommended a refund of the ticket price. The Club has already offered this to the complainant and the IFO considers this a reasonable goodwill payment. The IFO accepts the Club's assertion that it is not liable for the complainant's travel or subsistence costs since it had no control of them and was not the provider of the services. In the light of the compensation offer which is still open for the complainant to accept, **the IFO cannot uphold the claim for further compensation**

12. However the IFO does support the complainant's contention that his complaint was not well handled. When the complaint relating to the first match was submitted the complainant was informed that the matter would be investigated. Neither he nor the IFO has received the result of that investigation. The second complaint got bogged down in the request for verification of the source of the tickets. It is true that the complainant used intemperate and inappropriate language and it was not helpful to describe the process as a witch hunt. It is also true that in regard to the demand for substantial compensation it was reasonable to verify that the tickets had not been obtained from an unauthorised source. However, the verification process was no reason to delay the investigation into the stewarding issue and the submission of the second

complaint was no reason to delay the investigation into the first match. The IFO does not accept the complainant's claim that the Club was deliberately using the ticketing issue to delay the consideration of the case, although the outcome was to prolong the process more than was necessary and exceeded the Club's own Charter targets. While the Club has made a reasonable compensation offer, the IFO does not believe the standing/stewarding issue has been properly addressed. The fact remains that the complainant has never received any substantive response to the original circumstances which provoked the two complaints. In the light of the shortcomings in the complaint handling and the consequent distress caused to the complainant, **the IFO recommends that the Club offers a goodwill gesture, such as two complimentary unrestricted view tickets to a future game**

### **Conclusion**

13. The IFO accepts Chelsea's point that the standing issue is not unique to Stamford Bridge and indeed the start of the 2016-17 has been marked by disorders associated with standing at West Ham's new stadium. The IFO also recognises the stewarding difficulties in enforcing the no-persistent-standing regulations. However, in this particular case the Club did not properly address the complainant's concerns, either during the matches or in handling his complaints. The IFO welcomes Chelsea's indication that it accepts the IFO recommendations.

**Professor Derek Fraser, Ombudsman**

**12 September 2016**

**Alan Watson CBE, Deputy Ombudsman**