



IFO COMPLAINT REF: 16/16

Misleading information from West Ham United in relation to the opportunity to view personalised stones at the London Stadium

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 role of the IFO 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 at the outset that he has received full cooperation from West Ham United.

The complaint

3. A lady complained that the Club had given her misleading information about the opportunity to view the "Champions Place" stone she had purchased for her partner, as a result of which she had incurred expenditure without having been able to view the stone.

The facts of the case

4. In February 2016 the complainant purchased a stone as a surprise birthday present for her partner, a lifelong West Ham fan. On 10 August she received an email confirming that the stone had been installed and giving instructions on how to download a map showing its location. On 11 August she booked an overnight stay at the Holiday Inn in Stratford for Saturday 13 August and a stadium tour for the following day. When at the stadium they asked how to get to the stone but were told that the area was not open to the public as building work was being carried out.

5. On 15 August the lady complained to the Club. She said that she and her partner had made a special journey from Bristol costing £157.50 for the hotel and £34 for the stadium tour. She asked why they had told her that the stone was in place and why stadium tours were on offer from 10 August when the stone was not available to view. She said that she felt extremely let down and her partner was so disappointed.

6. On 17 August the Club emailed the complainant saying, further to their recent email, that due to the final stages of work on the stadium, Champions Place could be accessed only on match days for the time being. They would notify her when the situation changed. The complainant responded asking for a proper reply to her complaint. On 22 August the Club's Supporter Services emailed the complainant saying that the Club had been inundated by calls from fans asking for the location of their stones; the original email had been simply intended to give that information. They said that the access restrictions had since been posted on each customer's order page, included in the FAQ section on the Champions Place website and confirmed in a secondary email to fans (the email of 17 August).

7. The complainant remained dissatisfied and asked for her complaint to be escalated. She was not surprised that the Club had been inundated with calls as there had been so many disappointed and angry fans at the stadium on the day. She said that it made no sense that the Club had offered stadium tours from 12 August in the knowledge that stones could not be viewed, without giving a suitable warning.

8. On 19 September, having heard nothing further, the complainant asked the IFO to intervene. She said that it was impossible to speak to anyone in Supporter Services, as she had tried on numerous occasions. Earlier that day she had telephoned the Champions Place number and had been told that Supporter Services were not responding to them either, and their number had been removed from the Club website. On 21 September the IFO asked the Club about the status of the complaint. On the following day Supporter Services emailed the complainant apologising for the delay. They said that it appeared that there had been some miscommunication between the Club and their partner organisation on the project as to who had been handling her enquiry. They recognised that, in their initial communication, they could have been more specific regarding the site instructions, although they had not specifically stated that the stones were available to view, simply that they had been installed. Within 24 hours of recognising the issue they had sent a further communication to fans. They also asked her to note that the marketing for stadium tours, which are run by a third party, does not include information about the Champions Place stones, so customers should not expect that the site is part of the tour like other sites which are explicitly listed. With regard to compensation for

travel, the Club would be happy to offer some complimentary vouchers for the club store. They offered sincere apologies for the inconvenience caused.

9. The complainant told the IFO that she did not accept that there had been miscommunication as to who would be dealing with her complaint, as her correspondence had been with Supporter Services. She did not consider that the offer of vouchers was fair or reasonable in the circumstances, as she had to arrange a further visit from Bristol in order to view the stone.

The investigation

10. The Deputy IFO visited the London Stadium and met with the Club's Commercial Director. (The Supporter Services Officer who had been dealing with the complainant has since left the Club.) The Director explained that some 15,500 stones had been sold and the reference to the Club having been inundated with calls (paragraph 7) related to purchasers asking for information about the whereabouts of their stones, rather than complaints about the email of 10 August. The numerous calls had prompted the issue of the email of 10 August, but that had simply been to notify the locations of stones. The intention had been to issue the second email earlier about viewing availability, but there had been logistical problems in the Club's partners listing recipients and executing the email. The Director said that the original email had not said that stones were available to be viewed, but he accepted that the Club could have been more explicit regarding the site restrictions. There had been a handful of complaints, all of which, with the exception of the complainant's, had been resolved by the gift of Club vouchers. In resisting the complainant's request for travel/hotel expenses, the Club had been guided by the fact that all the other complainants had found the Club's offer to be an acceptable resolution of their complaints. The Director said that there had never been a telephone number published for Supporter Services. Although the handling of the complaint had become the responsibility of Supporter Services, the situation had become confused by the complainant contacting the partner organisation; hence some delay had been caused.

11. The Director also said that there was no connection between the commencement of stadium tours and the email about the location of stones. The stadium tours marketing made no mention of Champions Place stones and the tours were operated by a separate company.

Findings

12. The issue in this case is fairly straightforward. In light of the Club's email of 10 August was it reasonable for the complainant to have assumed that she was safe to make travel and hotel arrangements in order to view the stone? While it is true to say that the email did not specifically state that the stone was available for viewing, the fact that it said that the stone had been installed and gave instructions on how to find its location, strongly suggested that it was. Although the Club sent that email with all good intention, in response to numerous enquiries about the stones, in the IFO's view it should have made the situation in relation to viewing availability abundantly clear. By the time the second email was issued, the complainant and her partner had already made the abortive visit to view the stone. In fairness to the Club, they recognised they should have been more explicit and offered complainants Club vouchers, which they regarded as an acceptable resolution of their complaints, and which appears to have satisfied other complainants.

13. The IFO's guiding principle is, as far as is practicable, to put complainants in the position they would have been had there been no shortcoming in service. In this specific case the IFO is satisfied that the complainant was given a legitimate

expectation that the stone would be on view and the trip from Bristol should have enabled her and her partner to see it. In order to do so now she will have further expenditure, thereby in effect incurring a financial loss, for which Club vouchers will not compensate. In the circumstances, **the IFO recommends that the Club reimburse the complainant for her losses.**

Conclusion

14. The complainant was misled into believing that she and her partner could view his stone, and incurred expenditure as a result. The IFO has found her complaint justified and has recommended that she be reimbursed for her losses.

Professor Derek Fraser, Ombudsman
Mr Alan Watson CBE, Deputy Ombudsman

22 November 2016