



THE INDEPENDENT
FOOTBALL OMBUDSMAN

IFO COMPLAINT REF: 17/10

THE TERMINATION OF MEMBERSHIPS **AT TOTTENHAM HOTSPUR**

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 Tottenham Hotspur FC.

The complaint

3. A season ticket holder complained that Tottenham had unjustly terminated the Club memberships of himself, his wife and his son.

The facts of the case

4. On 22 February 2017 the complainant emailed the Club complaining that the memberships had been terminated. He said that he had purchased tickets for the Middlesbrough game from a fellow fan via Twitter for a family member and a friend of a Club member, whom he identified. He said that the Club would see that he had regularly made ticket applications, particularly for away games, on behalf of the friends with whom he sits at White Hart Lane. He asked why he would put his family's memberships at risk for what "I can only imagine to be a small profitable gain". He said that he and his family were genuine fans who had no intention of undermining the Club's rules.

5. On 1 March, having telephoned the Club about the matter, the complainant emailed the Club saying that he would do whatever necessary to get back the memberships. He asked if he could meet with the Ticketing Manager. He considered that his family should not be punished for a simple mistake made by the friend for whom he had obtained the tickets. Later that day the Club replied saying that the cards he had bought via Twitter had eventually sold on for a large sum of money. The Club asked for details and proof of the transactions. They said that where a supporter is found to be abusing the ticketing system and breaking the Club's terms and conditions, the Club terminate season tickets/memberships, including anyone linked by association to the accounts in question, which was the case with the complainant and his family. The Club did not consider the evidence which the complainant had presented strong enough for the bans to be overturned at that stage. On 3 March the complainant had a long telephone conversation with the Club and on 8 March he asked for his complaint to be escalated.

6. On 23 March the Club's Head of Ticketing emailed the complainant. He said that the matter was complicated and had taken a great deal of time to "get to the bottom of". He said that, despite being a season ticket holder, on 17 March

2015 the complainant had purchased four £44 tickets for the home match against Leicester. On the day of the match a supporter from overseas had reported that he had bought those tickets for £120 each from an unauthorised website. That had resulted in the suspension of the complainant's season ticket. The complainant had appealed saying "These tickets were purchased for family members I did not realise that you were unable to give tickets to family/friends without notifying the Club." In pleading his case further, the complainant had said "I fully understand that tickets cannot be sold for more than face value and support the Club's policy that anyone seen doing do will be banned". The Club had given the complainant the benefit of the doubt and had reinstated his ticket. In doing so the Club had reminded the complainant that "you remain responsible for any tickets in your name, or that you make a purchase for. To ensure that the season ticket and any additional tickets purchased are being used correctly you may be subject to seat checks for future fixtures. **Any further incidents of a similar nature may result in a permanent suspension of your One Hotspur membership and any accounts found linked to your own.**"

7. The Head of Ticketing said that in the space of two years, tickets purchased by the complainant had been sold at above face value on two separate occasions. He also said that the complainant's account had been linked to supporters banned for the re-selling of tickets, one such instance having been in 2015 involving tickets for the home match against Manchester City having been sold for \$600 by a ticket agency. The individual banned for that breach had an email address registered to people living at the address registered for the complainant's family members. The Head of Ticketing said that in addition, for the recent home match against Everton, a ticket bought via Stubhub was in the name of the supporter banned for the Manchester City tickets and the postal address used was that of the complainant. When one of the ticket office staff had telephoned the complainant, he had claimed to have no knowledge of the booking, yet had complained to the Club's Supporters' Trust that the Club had not refunded the booking. The Head of Ticketing said that he was confused by that. The Head of Ticketing said that in light of all the circumstances the Club's decision on membership terminations would stand.

8. On 28 March the complainant replied. He maintained that he had acted in good faith and had sold the tickets at face value. He was devastated by the Club's decision and did not see why his wife and six years' old son should be banned. With regard to the Stubhub booking, he said that when he had taken the call from the ticket office, he had not been aware that tickets had been purchased. He said that the tickets had been bought in good faith, above face value, so the family could attend the Everton match. He had not known that the family were prohibited from visiting White Hart Lane while the termination situation was under investigation. The complainant asked for the termination of the memberships to be reconsidered.

9. On 11 April the Head of Ticketing replied pointing out that anyone subject to a suspension or ban is prohibited from purchasing tickets. He said that the complainant's ban would remain in place for the entire 2017/18 season; in April 2018 he could ask for a review. The memberships for his wife and son would remain suspended for the remainder of the season, but would be valid for 2017/18 should they wish to continue them. Those accounts would be monitored from time to time to ensure that tickets were not being misused. On 17 April the complainant thanked the Club for that concession, but continued to plead his innocence and asked whether a compromise could be reached over his situation. On 12 May, in the absence of further concession by the Club, the complainant asked the IFO to intervene.

The investigation

10. The IFO carefully reviewed the correspondence between the complainant and the Club. The complainant explained to the IFO that he had bought two pairs of tickets for family and friends for the Leicester game in 2015; two people had decided not to go to the game and he had sold the tickets at face value via social networking. He said that in February 2017, against his better judgement, he had bought four tickets for a friend via social networking. On the day before the game the friend had messaged the complainant. The complainant supplied the IFO with a copy of their exchanges (which he had also given to the Club as part of his appeal) as follows:-

Friend: "2 of the boys can't go to the game tomorrow. I've got someone who will buy them off us for the price we paid"

Complainant: "OK. Who is he? Don't forget I got them off this guy on twitter."

Friend: "He's cool. He said he could meet me on Monday to give me the membership cards back."

Complainant: "Are you sure about this? If so then cool. If anything happens tho let it be on your head Just don't want the cards to go missing for whatever reason. But it's your call".

The complainant maintained that he had always acted in good faith and maintained that he had never sought to gain from the selling on of tickets. He said that he was massively disappointed at having been banned from watching the Club he loves.

The Findings

11. The IFO is satisfied that the Club gave due consideration to the information and evidence presented to them by the complainant, both in the initial stages and when the matter was escalated to the Head of Ticketing, who considered it as an appeal. Although the IFO has seen no evidence that the complainant was selling on tickets for pecuniary gain, the IFO is satisfied that the Club had justification for taking action against someone they found had breached the terms and conditions of membership. Having breached those conditions in 2015 and, on that occasion, having been given the benefit of the doubt, along with a strong warning by the Club as to the consequences of a further breach, it was distinctly unwise of the complainant to purchase tickets for someone else and then not ensure that they were used correctly. The messaging sequence in paragraph 10 above clearly shows an abrogation of responsibility by the complainant. It was simply not sufficient for the complainant to warn that it would be on the friend's head if anything went wrong. Although the complainant's ban will stand for the 2017/18 season, the Club are prepared to entertain a request for a review thereafter, without, of course, any guarantee that the ban will be lifted. The IFO welcomes that concession and the lifting of

the suspension on the memberships of the complainant's wife and son, which the Club would have been entitled to keep in force for being linked by association to the complainant. The ball is very much now in the complainant's court to ensure both that there are no irregularities in relation to his wife's and son's memberships should they continue and, if his ban is lifted on review, he conforms absolutely to the Club's ticketing terms and conditions.

12. The IFO is satisfied that the Club gave serious consideration to the complaint and generally handled it well. Although there was some delay between the complainant's email of 1 March and the Head of Ticketing's reply on 23 March, the Club obviously needed time to investigate the complainant's ticketing history carefully and the reply was very comprehensive.

Conclusion

11. The IFO is satisfied that the Club were justified in taking action against the complainant for breaching the terms and conditions of membership. The IFO welcomes both the willingness of the Club to entertain a request from the complainant for a review of the ban after 2017/18, and the lifting of the suspension imposed on the complainant's wife and son. **The IFO is unable to uphold the complaint.**

Professor Derek Fraser, Ombudsman

30 June 2017

Alan Watson CBE, Deputy Ombudsman