

IFO

THE INDEPENDENT
FOOTBALL OMBUDSMAN



Chartered Trading
Standards Institute
ADR Competent Authority

The Independent Football Ombudsman is approved by Government under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015

IFO COMPLAINT REF: 19/14

TERMINATION OF MEMBERSHIPS AT TOTTENHAM HOTSPUR

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 Tottenham Hotspur FC.

The complaint

3. A Tottenham Hotspur supporter complained that the Club had terminated his and his son's memberships unjustly.

The facts of the case

4. On 18 March 2019 the Club wrote to the complainant saying that they were terminating his membership with immediate effect following the discovery that season tickets purchased against his details were advertised for sale on an unofficial channel for the Crystal Palace match. They said that as well as being a criminal offence to re-sell football tickets, it was also in contravention of the terms and conditions of the Club and their One Hotspur membership scheme. As such the Club had decided to ban him and all memberships/accounts linked to him indefinitely. Clause 1.8 of the rules of membership stated:-

“The Club reserves the right to suspend or terminate individual memberships with immediate effect if it is suspected that the One Hotspur membership and/or the benefits of that membership are being abused.”

The Club informed him of his right of appeal. The complainant replied immediately offering sincere apologies for his attempt to sell the tickets on social media. He said that he was genuinely unaware that it was against the terms and conditions. He said that he had deleted his Facebook account as soon as he had been informed and had also telephoned the ticket office to apologise. He said that it had been a silly, but genuinely honest mistake and asked the Club to reconsider the bans as he and his son, as lifelong fans, would be devastated. He said that he could guarantee that such a stupid error would not be repeated.

5. On 19 March the Club replied saying that the ticketing terms and conditions were fully accessible to all supporters and he had agreed to them when he purchased the tickets. Once agreed, he had an obligation to uphold those terms and conditions. They said that, due to the nature of the offence in attempting to re-sell the tickets at an extremely inflated price, compared to the actual value of the tickets, they would not overturn the ban, which would stand for an indefinite period.

6. The complainant remained dissatisfied and on 17 April asked the IFO to investigate the matter. He said that he had mistakenly put the tickets up for sale for £1200 instead of £120, but when he had got offers around the higher price, he had left the advert in situ, unknown to him that selling was against the ticketing terms and conditions. As soon as he was made aware of that he had removed the advert from the fan pages. He said that he and his son had already missed two matches and there was no sign of a refund. He considered the tickets should be returned or a refund made, as it had been a genuine and honest mistake on his part, and his son had suffered greatly because of it.

Investigation

7. The IFO carefully reviewed the documentation submitted by the complainant. On 20 May the Deputy IFO visited the Club and met with the Supporter Services Manager, and the Interim Supporter Liaison Officer and Disability Access Officer.

They explained the background to the case and the reasons the Club had imposed, and were upholding, the sanction. The Club take a very serious view of tickets being advertised on the secondary market. Tickets bought from the Club are for personal use and non-transferable. The regulations include the following:

“The unauthorised sale or disposal of a Season Ticket, Members Stadium Access Card or Match ticket may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994.

If you are convicted of a ticket touting offence, or we reasonably suspect you have committed such an offence, ... we will use this to identify and prevent ticket touting offences and disorder at Matches.

The Club reserves the right to suspend or terminate individual memberships with immediate effect if it is suspected that the One Hotspur membership and/or the benefits of that membership are being abused.”

A season ticket holder unable to use the ticket for a particular match is able to make it available for sale to One Hotspur members through the Club’s official Ticket Exchange Portal. Club policy is not to make refunds for matches missed following the imposition of a ban.

8. The Deputy IFO and the Club officials discussed the need for a more formalised policy on bans and appeals procedures, such as a table of tariffs covering a variety of offences, rather than the imposition of indefinite bans. This is something which the Club are considering.

Findings

9. This complaint is one of many which the IFO has investigated where a Club have imposed a severe sanction for the improper resale of tickets on the secondary market, commonly referred to as ticket touting. Tottenham Hotspur’s regulations are clear on this matter and season ticket holders are bound by the terms and conditions to which they agree when they buy a ticket. Although the complainant has stated that he was unaware of the situation, the IFO finds that he was in clear breach of the regulations. He had ample opportunity to contact the Club to seek advice on how to dispose of tickets he was unable to use, but chose to sell the tickets on an unauthorised site. The Club explained that for what might be regarded as a minor breach of the regulations, such as transferring a ticket to a friend at face value, there would be a three-match ban and a warning about future conduct. What made the complainant’s case so serious was what the Club regarded as clear intent to profit from the sale. Even if the claimant’s assertion is true that the huge mark up on the tickets was an

error, by his own admission he did not revise the advertisement when he started getting offers around the inflated asking price. There can be no doubt that financial gain either was, or subsequently became, a motive.

10. The IFO appreciates that the complainant and his son are longstanding supporters with no previous misdemeanours and recognises their distress at the sanction imposed, which the complainant views as extremely harsh in the circumstances. As the ban is for an indefinite period, it should be open to the complainant to seek a review at an appropriate time.

Conclusion

11. The IFO is in no doubt that the complainant was in breach of the regulations in advertising his ticket, whether or not the inflated price was deliberate, and that the Club were entitled to impose a sanction. The IFO is also satisfied that publicised Club policy is not to make refunds for matches missed through being banned. The IFO is, therefore, unable to uphold the complaint.

Professor Derek Fraser, Ombudsman

20 June 2019

Alan Watson CBE, Deputy Ombudsman