



THE INDEPENDENT
FOOTBALL OMBUDSMAN

IFO COMPLAINT REF: 10/03

EJECTION OF FANS AT THE MANCHESTER CITY_v_CHELSEA MATCH ON 5 DECEMBER 2009

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 Football League) 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 operates a system of non-binding arbitration. In exercising its jurisdiction, the IFO does not seek to question the merits of judgements made by properly constituted Regulatory Commissions and Appeal Boards, unless there were shortcomings in the administrative processes which led to those judgements. It is not the role of the IFO to retry cases, but it is its role to explore and review the procedures under which complaints have been decided 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. In investigating this complaint, the IFO has received full cooperation from Manchester City Football Club and the Premier League.

The complaint

3. A long-standing Manchester City supporter and season ticket holder complained that he and his son had been unjustifiably ejected from the Eastlands Stadium at the Chelsea game in December 2009 and that his representations to the Club have not been properly considered. He further alleges that the conditions imposed by Manchester City for his reinstatement as a season ticket holder are unreasonable.

The events in question

4. The complainant, his partner and his elder son attended the Manchester City v Chelsea game on 5 December 2009. They and neighbouring supporters became involved in a heated exchange about the alleged persistent standing of the complainant's party, to the annoyance of the supporters in the row immediately behind the complainant. The verbal arguments became more inflamed and there was a physical confrontation which eventually involved the three people in the complainant's party, a supporter in the adjacent seat and two supporters in the row behind. All six people involved in the incident were ejected by the stewards.

5. In the aftermath, all tickets were confiscated from those ejected and it emerged that the complainant's son (an adult) had used a child's ticket (his brother's) to gain admission to the ground. This, the complainant admits, is in violation of the regulations governing the sale of concessionary tickets. However, this misdemeanour was not the main reason for the response of the Club. Having reviewed the evidence from the stewards and from other supporters who had witnessed the incident, the Club found the complainant in breach of the ground regulations and suspended the tickets for a period. At the end of January 2010, the Club informed the complainant that the tickets could be returned to the family if the complainant and his adult son signed good behaviour agreements. The complainant and his son did return signed statements in early February, but deleted any reference to persistent standing and good behaviour. In these circumstances, though the Club did indeed return the tickets, they were disabled for access to the ground pending the receipt of signed full statements. Because of this the tickets in dispute were not used for the remainder of the season.

6. With the support of the Football Supporters Federation (FSF), the complainant referred his case to the Premier League on 12 February 2010. The Premier League, not the complainant, referred the case to the IFO in April 2010, having completed its stage in the complaints process. The Premier League endorsed the Club's actions and its insistence that full good behaviour agreements be signed before the complainant can be reinstated.

The Investigation

7. The IFO investigation was initially somewhat delayed by the failure of the complainant to respond to two requests to confirm that he did indeed wish the IFO to investigate his complaint. However, when the complainant contacted the IFO on 21 May to enquire about progress, this was taken as the implied confirmation and the investigation was commenced forthwith.

8. The IFO studied carefully all exchanges between the complainant and the Club, between the complainant, together with FSF, and the Premier League and those between the Premier League and the Club. The IFO considered the ground regulations applicable to matches at Manchester City and the relevant parts of the Club Charter. The Ombudsman visited the Club on 1 June 2010 and had extensive discussions with the Head of Safety and Security. These discussions reviewed the current case and the context within which the Club seeks to provide a safe environment for all fans to enjoy the matchday experience.

The Findings

9. The IFO discerned that there were two key elements in the complaint – whether the ejections were justified and whether the subsequent action of the club in requiring good behaviour agreements is reasonable. The complainant also alleges that there were breaches of the Club Charter. Though shortcomings in meeting the time commitments promised in the Charter are important, they are incidental rather than central to the complaint.

10. At the time of the ejections, the stewards felt they had to deal with a physical confrontation which distressed other supporters and which, they judged, had the potential to jeopardise public safety in the area of the ground where the altercation took place. It was not possible at the time to ascertain the relative responsibility of the individuals concerned, since the priority was to remove the warring parties from the stands. It was only subsequently that the Club assessed the incident and apportioned responsibility in the light of the evidence collected.

11. The IFO is not surprised to find that the complainant and the Club have different versions of what took place. The complainant maintains that this is a case of mistaken identity, that the altercation was instigated by others seated in the same row and that the involvement of his party in the incident was as a result of the disorder already taking place. He claimed plaintively to the Club, “We are the victims here” and felt particularly aggrieved that his two children’s tickets were suspended along with his own. The complainant claims that CCTV footage will confirm his version of events. However, the IFO has been assured that no relevant video coverage exists.

12. In the absence of such visual evidence, the complainant has said that other supporters nearby will confirm his story. In fact the complainant has not been able to provide any other witnesses. Indeed, all the evidence which the Club has been able to collect has painted a quite different picture. In addition to the stewards’ report, three of those ejected (the two in the row behind and the supporter in the adjacent seat) together with three other independent witnesses not directly involved all confirm broadly the same story. These witness statements all agree that the tensions arose as a result of the persistent standing of the complainant and his son, that the perpetrators refused to sit down despite repeated requests and that verbal abuse developed into a heated argument in which blows were struck. One witness reported that his wife and child were so distressed by the incident that he immediately removed them to the back of the stand for fear of their safety. It is significant that the three independent witnesses all claimed to have knowledge of the two brothers seated in the row behind the complainant by virtue of their having occupied these seats for some three years without any trouble. The view was expressed that they should not lose their tickets for having become involved in an altercation that was not of their making. In fact these tickets were also confiscated, so treating those involved in an even handed way. In the event that these two supporters apply to have their tickets reinstated, they will also be required to sign behaviour agreements.

13. The complainant argues that the Club did not respond to his complaint within the time frame promised in the Charter. This is true. However, the Club was not in a position to respond until it had investigated the incident and collected evidence. The

complainant did receive a full and detailed account of the Club's analysis of what had occurred and why it was taking the action it did. The complainant alleges that the stewards sought to forcibly remove the ticket from his son's pocket. In the absence of any visual evidence it is not possible to comment on this aspect.

14. It is not possible to reconcile conflicting accounts of the incident but, on the basis of the evidence, the IFO is unable to corroborate the complainant's version of events. It follows that the IFO finds that it is not possible to say that the ejections were not justified.

15. The Club has adopted a policy of a ticket suspension when a supporter has committed a misdemeanour. For example, on smoking where the Club has a zero tolerance policy, fans who smoke in the ground and are witnessed by two separate stewards will lose their tickets for three matches and then have them returned subject to not repeating the offence. In this case, in effect, a de-facto three match ban was imposed by the time the Club offered to reinstate the tickets. The complainant wished to have a personal interview to put his case. The Club prefers to have all submissions in writing, so that there can be no disagreement over what has been said and to maintain an audit trail. The IFO was impressed by the thorough filing of previous cases where infringements and suspensions had occurred. While the complainant was not granted a personal hearing, the IFO does not find that this impaired the presentation of his case. He was able to put his views in writing and did so on several occasions. The IFO is persuaded that the Club took his submissions seriously and carefully considered his evidence along with other witness statements it received.

16. Manchester City's behaviour agreement, which is signed by some 50 supporters per season following a ticket suspension, has been cited as good practice by the Football Association (FA) and the IFO understands it will be featured in forthcoming guidance to be issued by the FA. However, the complainant finds it unacceptable and an unreasonable barrier to the return of his tickets. At one stage he appeared to accept the agreement and wrote on 7 February "I am happy to sign an assurance of my future good behaviour". Yet in his Statement of Case, dated 9 April 2010 and presented to the IFO at the end of May, he states, "To sign the pledge would be to implicitly accept that I and/or my son were guilty of violence towards other fellow supporters".

17. In fact, the behaviour agreement has no such statement about previous conduct, though it is explicit about the consequences of **future** breaches of the agreement. It might be argued that the existence of such a behaviour agreement implies that there has been a previous problem of some sort. Nevertheless, the content of the agreement does not require the complainant to admit to any offence or misdemeanour. There is no requirement to accept that he has been guilty of any offence.

18. There are three specific statements in the agreement document, one of which relating to the abuse of concessionary tickets the complainant has accepted. The other two state

- **I will not persistently stand whilst in the City of Manchester Stadium**
- **I will refrain from any public disorder whilst in the stadium**

There is also a reference to not breaching the ground regulations, to which the complainant has not expressed dissent. The IFO studied these ground regulations carefully to ascertain whether the complainant was being required to assent to any conditions beyond those which all supporters agree to when purchasing a ticket, since "entry to the Ground shall constitute acceptance of the Ground Regulations". There are, indeed two clauses which are sharply relevant to the present complaint:

9. Nobody may stand in any seating area whilst play is in progress. Persistent standing in seated area whilst play is in progress is strictly forbidden and may result in ejection from the Ground

12. The use of threatening behaviour, foul or abusive language is strictly forbidden and will result in arrest and/or ejection from the Ground. The Club may impose a ban for one or more matches

In effect, the behaviour agreement requires the complainant to confirm specifically that he will conform to requirements which are already contained within the ground regulations. As such, the IFO does not find the requirement to sign the agreement onerous or a breach of the complainant's rights, particularly since he is not required to make any admission of guilt. Accordingly, the IFO endorses the Premier League's advice to the complainant that he should resolve the situation by signing the agreement.

Conclusion

19. Although the IFO can sympathise with the complainant who feels he has been wrongly accused, the strong balance of probability on the basis of the evidence supports the contention that he was involved in behaviour which was in breach of the ground regulations. The duty of care which the Club has to prevent annoyance and danger to all supporters justifies the ejections. In these circumstances the Club is within its right to require the complainant to sign the behaviour agreement. In the light of this full investigation, **the IFO does not uphold the complaint.** The IFO hopes that the matter may be speedily resolved by the signing of the agreement which will permit the complainant to continue to watch the club he so strongly supports. In the event that he does sign the agreement, the IFO believes that the Club should be sympathetic to his request for him and his family to be seated in a different part of the stadium

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

8 June 2010