

IFO

THE INDEPENDENT
FOOTBALL OMBUDSMAN



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IFO COMPLAINT REF: 17/20

SUSPENSION OF A SEASONCARD AT MANCHESTER CITY

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 Manchester City FC.

The Complaint

3. A Manchester City season ticket holder complained that he was unfairly deprived of his Seasoncard and excluded from the stadium, following his involvement in crowd disorder in which he claimed he acted in self-defence. He further complained about what he saw as the unjustified refusal of the club to refund him for the matches he missed. He also complained about delays in responding to his correspondence.

The facts of the case

4. On 6 December 2016 Manchester City played Celtic in a Champions League fixture. This was a particularly challenging event and the Club worked closely with the police to deal with Celtic supporters arriving without tickets and the prospect of some away supporters having acquired tickets for the home sections of the stadium. During the match, it emerged that there were Celtic supporters in the area near to where the complainant and his father were sitting and, following altercations with home fans, the stewards moved in to remove the Celtic supporters. In the process of ejecting these supporters there was some scuffling involving the complainant among others, in which a steward suffered a facial injury. The complainant maintained that the Club and its stewards had failed to deal with this situation and in the face of what he saw as aggressive behaviour by the Celtic fans he had intervened to protect his father. Having viewed CCTV footage, the Club identified the complainant and another supporter as having been heavily involved in the disorder and at the next home match the two were ejected and required to hand over their Seasoncard, whereupon the matter was referred to the police. On 23 December, the Club informed the complainant that his Seasoncard was suspended and that he would not be allowed to attend the stadium until the Head of Safety and Security had "established all relevant information" about his ejection.

5. The complainant sent a protest about his exclusion on 30 December and was informed by the Club that there was a police investigation and once the Club knew the outcome of the enquiry they would formally respond. The complainant reported that he had called the Club "2-3 times per week" and sent many unanswered emails. The Club felt unable to respond further until the police had completed their investigation, but did write to him on 3 March 2017, reiterating that a formal response was pending the outcome of the ongoing police investigation and providing details of the police officer handling his case and on 24 April confirming again that the Club would respond when the outcome of the police case was known. At this stage the complainant approached the IFO, who was informed by the Club that since this matter was subject to criminal proceedings, no further action could be

taken. On 14 June the Club was informed by the police that the complainant had admitted his guilt and a fixed penalty had been issued. On 11 August the Club advised the complainant that he would be able to re-enter the stadium and attend matches, subject to him signing an Acceptable Behaviour Agreement (ABA). On 21 August (the date of the first home match) the Club sent him a further copy of the ABA, reminding him of the need to sign the ABA in order to attend that night's match. The signed ABA was delivered on that night and the complainant has attended all home matches during the current season. The complainant approached the IFO again, stating that he had unresolved grievances against the Club. The Club informed the IFO that the ABA contained the statement, "I ...do not have any outstanding queries relating to the subject matter of this agreement", and assumed that the matter had been resolved. The complainant claimed that the "club bullied me into this" and that it only related to 2017-18, not to the previous season when he had been excluded. On 31 August, the complainant confirmed that he wished the IFO to investigate his complaint.

The investigation

6. The IFO had a long running correspondence with the complainant by post and email and this documentation was carefully reviewed. The IFO also studied the documentation helpfully provided by the Club, which comprised all of the Club's correspondence with the complainant together with a copy of the Seasoncard Terms and Conditions. On 18 October the IFO visited the Club's Academy Complex and met with the Facilities Director, the Head of Safety & Security, the Head of Supporter Services, the Legal Counsel and the South Stand Manager (where the incident occurred). The IFO was able to view the CCTV record of the incidents and discuss what was revealed with Club officials. The IFO requested further documentation which was supplied a few days later.

The Findings

7. At the heart of this case is the complainant's assertion that he was unjustifiably suspended and excluded on the grounds that he was guilty of wrongdoing, whereas he was simply acting in self-defence. On paper, the complainant makes a persuasive case that he inadvertently became involved in crowd trouble over Celtic fans, who should have been prevented from entering this part of the stadium and whose behaviour was not properly dealt with by the stewards. He maintains that the problems originated with the Club's failure to prevent those Celtic fans from entering his section and that he was provoked into action by abusive and derogatory singing among the Celtic fans. The detailed CCTV record provides a very different version of events. The Club can clearly identify the complainant and his father seated in the block adjacent to where the trouble developed. Had they remained in their seats the troubles would have left them totally unaffected, as they were at least a block away from the site of the disturbances. However, the visual

record shows the person identified by the Club as the complainant moving along the row and passing by over 25 seats to place himself adjacent to the gangway being used by the stewards to eject the Celtic fans. The complainant can be seen pushing, scuffling and swinging his arms in the direction of the fans being removed. The Club does not accuse the complainant of being the one who inflicted facial damage on a steward, but maintains that the CCTV clearly shows the complainant behaving in an aggressive manner, having deliberately moved to the heart of the disturbance. The notion of acting in self-defence finds no credence in the CCTV evidence and the IFO finds the Club fully justified in suspending the Seasoncard. [*The complainant requested that the IFO should view the CCTV because, he argued, it would exonerate him. In light of his mistaken view, the IFO suggests that he be invited to view the CCTV record himself, in the company of Club officials*]. The complainant claims to have viewed the CCTV which, he argues, shows him defending a Celtic supporter who might have suffered serious injury, had it not been for the complainant's action.

8. Having his Seasoncard confiscated was compounded by the refusal of the Club to provide a refund for the matches he missed. The complainant considered it highly unfair that he should be doubly punished, first by not being able to attend matches and then by being deprived of the money he had already paid. The Club provided the IFO with the Seasoncard Terms and Conditions, Section 8 of which provides ample justification for exclusion on grounds of unacceptable behaviour or violent conduct. Moreover Clauses 8.13 and 8.14 specifically cover the complainant's grievance:

**All Seasoncards will remain the property of the Club at all times and may be confiscated, cancelled or withdrawn by the Club...at any time
The Club will not be obliged to make any refund to any Purchaser or Seasoncard Holder in respect of any ejection from or refused entry to the Ground or in respect of any Seasoncard which is suspended or withdrawn**

With regards the complainant's assertion that even if this was technically allowed it was not morally justified, the no-refund policy is fully in line with the recommended terms and conditions issued by the Premier League, which the Club has specifically raised and discussed with the Premier League on an earlier occasion.

9. The complainant was understandably perplexed and frustrated by the hiatus in communications, though the Club did inform him in December, March and April that a formal response would not be forthcoming until the police investigation was complete. There was some delay in informing him after the Club learned of the outcome of the police action and it would have appeared that the Club was continuing to take funds from his account while he was still suspended. The complainant remains aggrieved at what he still

regards as unwarranted deductions from his bank account while he was suspended. However the Club has confirmed that this further payment was in respect of the upcoming 2017/2018 Season as part of the Seasoncard renewal process (as the Club did not want to prejudice the complainant's opportunity to renew his Seasoncard while the outcome of the matter was unresolved) and therefore at no point were funds collected in respect of the period between the Club being notified of the outcome of the police investigation and the suspension being lifted. Nor did they respond to at least two recorded delivery letters delivered during the summer. The IFO finds that the Club could have been more responsive after the police case was completed. While the Club admits that a few weeks elapsed before it was clarified that he could renew his ticket, it is pointed out that this delay did not impact on his ability to attend any matches, since the 2016/17 season had already ended. Nor did it adversely affect his renewal (given, as mentioned above, the Club opted to allow the complainant's renewal application) and he has been able to attend all home matches since the season started.

10. The final aspect of the complainant's grievances related to the ABA. He was extremely angry when informed by the IFO that the Club viewed the ABA as proof that the complaint was concluded and resolved. The IFO has seen such agreements before and believes Clubs are perfectly entitled to require an ABA before allowing those with previous misdemeanours to return to membership. Critically important is that the text does not require the signatory to admit to any previous offence. It is all about future behaviour and the Manchester City version contains the statement "*I have had the opportunity to ask questions and do not have any outstanding queries relating to the subject matter of this agreement*". The Club took the view that given that the complainant agreed to the statement by signing the ABA and did not, at that point, raise any further issues, it meant that there were no remaining areas of dispute, while the complainant felt that the agreement related to the new season and he was still aggrieved about what had happened in the previous one. Moreover, he informed the IFO that he was "bullied" into signing the ABA. The IFO has found no evidence that he was under duress. The only communications about the ABA were two straightforward and politely worded emails reminding him of the need to sign and deliver the agreement before he could enter the stadium again. Of course, it is true that had he refused to sign the agreement, he would not have been permitted to return, but that was simply a statement of the facts of the reasonable condition which the Club had laid down.

Conclusion

11. In the light of clear evidence that the complainant was involved in violent behaviour, the IFO concludes that Manchester City was justified in the action it took and hence that **the complaint cannot be upheld**. In refusing

refunds and requiring the ABA, the Club operated within reasonable rules and in accordance with Premier League guidelines. In effect, the complainant suffered about a six months' ban and the IFO notes that he has been reinstated for the current season. Both the Club's own powers, and practice elsewhere, might have resulted in a more severe penalty, so the IFO does not believe the complainant has been treated in an unduly harsh manner. Since he has proclaimed his innocence so strongly, the IFO believes it would be therapeutic for him to view the CCTV to see how much his own version differs from the contemporary visual record. Happily, he is now back watching the team he has supported since childhood.

Professor Derek Fraser, Ombudsman
Alan Watson CBE, Deputy Ombudsman

15 November 2017