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THE INDEPENDENT  
FOOTBALL OMBUDSMAN

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## **IFO COMPLAINT REF: 14/16**

### **Restricted view seats at Walsall**

#### **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. 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 at the outset that he has received full cooperation from Walsall football club and the Football League.

#### **The complaint**

3. A Bradford City supporter complained that the tickets which he had purchased at full price from Walsall were for seats with a restricted view, and that stewards had told him that he and his partner must sit in the seats allocated to them. He also complained of poor customer service from both Walsall and the Football League.

### **The facts of the matter**

4. On 17 August 2014, the day after the match, the complainant emailed Walsall complaining that a stanchion had blocked his view of the right hand side of the pitch. He was disappointed that he had not been told that when he had ordered the tickets from Walsall by telephone, and his tickets had not stated "restricted view". On entering the ground a steward had informed him that he must use the seats allocated. He had spent £42.50 on the tickets and made a round trip of 250 miles only for the day to be spoiled. In conclusion, he complimented Walsall on how amicable their fans had been and for the professionalism of their staff and stewards. He enclosed a photograph of his tickets (block H9 row D seats 057 and 058) and one of the offending stanchion, as seen from his seat. On 21 August Walsall's ticket office manager replied saying that she was sorry that he had not fully enjoyed his experience. She had inspected his seats and, although the stanchion was quite close, it had not restricted his view so that he had been unable to watch the match. Where a view was considered to be restricted, customers were advised at the time of purchase and tickets marked accordingly. The following day the complainant replied disagreeing with the manager's comments. To say that the stanchion did not restrict the view was totally invalid; he had had to move side to side constantly to watch the action. He considered her view from the seat a totally different experience from viewing when a game is in progress. Where, in his 35 years of watching football, he had encountered restricted views at grounds previously, he had always been warned in advance by the clubs in question. He queried why he had been sold those particular tickets when there were empty seats with unrestricted viewing positions. Later that day the manager replied. She said that with any stand that has stanchions, they may obscure a spectator's view at some point from a particular angle. Walsall mark a ticket "restricted view" where they consider the view is "significantly impaired"; the club did not consider his seat justified being classified as restricted. The complainant replied saying that

he found her comments unacceptable. As he felt that he had been reasonable in trying to resolve the matter in an amicable way, giving the club the opportunity to make a goodwill gesture, he wanted to make a formal complaint, which he did by recorded delivery on 28 August.

5. The Club Secretary replied explaining that stanchions are present at guideline specific intervals which might obscure a spectator's view at some point, depending on where the match action is taking place. He had personally sat in the complainant's seats; both goals were clearly visible from them. He attached photographs (which had been taken from seat 058), one showing the unrestricted view of both goals and the majority of the pitch, the other showing the impact of the stanchion. He had taken on board the points made by the complainant but did not believe that the view should be classified as restricted. On 5 September the complainant replied by recorded delivery disagreeing with the Secretary and saying that he was prepared to take the matter to the Football League, the IFO and the "Trade Organisation" .

6. On 15 September the complainant spoke with the IFO who advised that he would need to approach the Football League before the complaint could be considered by the IFO. On the following day the complainant emailed the League outlining his complaint and the efforts made to resolve it. He attached copies of the documents which he had sent to Walsall. He said that he had not received a reply to his letter of 5 September. The League asked for comments from Walsall. The Club Secretary forwarded a photo of the unrestricted view from seat 058, and a video of him walking up to the seat and the view of the vantage point from it, including the stanchion. He said that the stanchion to the right of the seat did not impact on the view of the game. The Secretary said that if the complainant had asked to be moved, the club would have obliged as only 927 Bradford supporters had been housed in the away stand, which can hold around 1500. The club's classification of "restricted view" is a seat which does not have a clear view of both goals and has something in direct obstruction of the eyeline; he said that that was in line with other Football League clubs and historic guidance from the League. On 18 September the League emailed the complainant. They said that the management of stadia accommodation and allocation of tickets is at each club's discretion; clubs can ultimately decide

which seats offer restricted views. Guidance in the Safety at Sports Grounds Guide suggests that spectators should have a "clear view of the main area of activity". Walsall had decided that the seats had "a clear view of both goals and nothing in direct obstruction of the eyeline", and had forwarded to the League a photograph, which they attached, confirming that. (The photo was the one taken showing the unrestricted view from seat 058.) The club had told the League that if they had been made aware of his concerns during the game, they would have moved him as they had space to do so. The club were not prepared to offer compensation.

7. On 18 September the complainant emailed the League. Stewards had told he and his partner that they "MUST" sit in their allocated seats. He asked why Walsall had not sent the League the photo showing the stanchion; he also asked for a definition of "main area of activity". On 22 September the League replied repeating that it is at the discretion of a club how to designate "restricted view"; the guidance published is simply guidance and is not from a Football League publication. For many clubs, if a large proportion of the pitch is visible and neither goal area obscured, a club will not classify a seat as restricted. Later that day the complainant replied asking for clarification of which photos the League had seen. He was very disappointed with the way in which Walsall had conducted themselves. The League informed the complainant that the only photo they had received from Walsall was the one they had forwarded to him. The complainant replied saying that he was aggrieved that Walsall had not exhibited transparency by not giving the League the photo showing the stanchion. He said that the matter was causing him undue stress.

### **Investigation**

8. The complainant told the Deputy IFO that he had bought the tickets direct from Walsall by telephone on 12 August. When he and his partner had entered the ground, stewards had been adamant that they must sit in the seats allocated by their tickets. When he had seen the position of the stanchion, and had heard other Bradford fans complaining about similar situations, his partner had asked him not to make a fuss or get involved in any potential confrontation with the stewards. Having seen numerous confrontations over the years through fans moving from seat to seat, he had not wished to promote conflict. In addition, he

said that he is not in the habit of questioning authority so, having been told to sit in the allocated seats, they did so. He was aggrieved that, having bought his tickets in advance, Walsall had not allocated seats with unrestricted views, particularly when there were empty seats without stanchions in the way. He was also aggrieved that Walsall had not responded to his request for a goodwill gesture. He said that as his complaint had gone on and on he had literally spent hours on emails, letters, telephone calls to the club, the League, the IFO and Trading Standards, all of which had caused him and his family stress, for which he has been prescribed medication.

9. The Deputy IFO visited Walsall, met with the Club Secretary and took photographs of the views from each of the complainant's seats. The Secretary maintained that neither seat met the club's criteria for restricted view classification. He emphasised that if the complainant had voiced his concerns about the seats the club would have arranged for him to be moved, as there had been plenty of empty seats. He pointed out that the photograph submitted by the complainant on 17 August (the view from seat 057) must have been taken more than half an hour before kick off as the ground was virtually empty and the training cones were on the pitch ready for the players to use in their warm up. The Secretary explained that tickets for the middle blocks of the stand are allocated first, avoiding the sale of any which are classified as "restricted view". It is rare for the club to have to sell restricted view seats; such tickets are noted accordingly and are charged at the same price as other tickets. The Secretary said that the club did not see the justification for a goodwill gesture as they did not consider the views as restricted and, in any event, the complainant would have been permitted to change seats, had he so requested. He had had ample opportunity to do so before the match started.

10. The League told the IFO that they do not set a definition of "restricted view", which is left to the discretion of individual clubs; a fair assumption would be that if the view of either goal is obscured then the view could be considered as restricted. They said that the natural step for the complainant, if he was dissatisfied with his seat, would have been to ask to be re-located.

11. As far as customer service was concerned, the League said that they had assisted the complainant by giving him as much information as possible. They had clarified that they had received only one photo from Walsall. They had assumed that the complainant had seen the video clip, but in any event, on 16 September the complainant had sent them a photo showing the stanchion so they were well aware of the full scope of his complaint. It seemed to the League that the complainant might have presumed that they had not looked at his photo or were not aware of the location of the stanchion. The League had clearly understood the view from the complainant's seats.

## **Findings**

12. The first point to make is that there is no definitive definition of what constitutes a "restricted view" seat. A literal definition suggests that "unrestricted" is unhampered or unimpaired. However, guidance in relation to sports stadia suggests only that there should be a "clear view of the main area of activity", which appears to leave some scope for obstruction. That guidance is clearly open to interpretation and, in any event, is only guidance. The Football League have made clear that it is at a club's discretion which seats to classify as "restricted view" and Walsall have chosen their criterion as "a clear view of both goals and nothing in direct obstruction of the eyeline". Seat 058 gives an unrestricted view of most of the pitch. Seat 057 offers a much poorer view and, although there is a clear view of both goals, it is open to debate as to whether there is obstruction of the eyeline. The position of the stanchion certainly means some obstruction when play is on the right hand side of the pitch. Having said that, the IFO accepts that as the complainant was unhappy with the seats, he had ample opportunity to have the situation rectified, particularly given that he was in the ground early. The IFO is satisfied that the club would have helped in that respect had they been asked. **Although the club has not been found to be at fault, the IFO recommends that, in order to help manage the expectations of spectators, Walsall include a general warning on their tickets that stanchions may on occasions interrupt a spectator's view of part of the pitch.** Part of the complaint was that the tickets had been full price. In that respect, the IFO notes that the club do not differentiate in terms of price between restricted and unrestricted view seats.

13. As for customer service, the IFO is satisfied that Walsall replied promptly and courteously to the complainant's correspondence. They did not reply to his letter of 5 September as it raised nothing new and he had said that he would escalate his complaint.

14. The Football League also replied promptly and courteously but there was confusion over the matter of photos. Because it seemed to the complainant that Walsall had not shown the League the position of the stanchion, it caused him wrongly to accuse Walsall of failing to exhibit transparency. Although it could be argued that Walsall should also have shown the League the view from 057, which was distinctly poorer than that from 058, the League were well aware of the position of the stanchion from both the photo which the complainant had sent them and Walsall's video clip. The situation over transparency could have been resolved if the League had made clear that Walsall had made them aware of the position of the stanchion.

### **Conclusion**

15. Although the stanchion caused some restriction of view, it did not meet the criterion for "restricted view" as defined by the club. Although the definition may be open to interpretation, the complainant could have been re-located had he so requested and, as there is no difference in price between restricted view and other seats at Walsall, there is no case for establishing a financial loss to the complainant.

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

**20 November 2014**