



IFO COMPLAINT REF: 16/08
THE USE OF A VOUCHER AT COLCHESTER
UNITED

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. 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 the Football League and Colchester United.

The complaint

3. On 6 March 2016 a Colchester United season ticket holder complained that, despite repeated requests, he had not received a response from the Club to a complaint he had made on 20 January. That complaint had been in relation to the Club's refusal to allow the use of vouchers towards payment for FA cup tickets.

The complainant's account

4. The complainant and his father bought season tickets for 2015/16, as a result of which they each received £40 worth of vouchers. On 2 December 2015 the complainant sent a twitter message to the Club's Supporter Liaison Officer (SLO) saying "Can you use the season ticket vouchers for tickets?" The SLO replied "Yes you can. Event or match tickets". The and his father therefore used vouchers in part payment for their tickets for the FA cup tie against Altrincham on 6 December. On 20 January the complainant and his father went to the ticket office to purchase tickets for the 4th round FA cup tie against Tottenham Hotspur, seeking to use vouchers in part payment, as they had for the Club's 2nd and 3rd round matches on 6 December and 9 January (against Charlton) respectively. The ticket office clerk said that the Club's

management had decided the previous day that vouchers would no longer be accepted towards tickets for the Tottenham match on the grounds that the match was a "shared gate". The complainant pointed out that any changes to the terms and conditions relating to the vouchers had to be notified in the media, the Club's website and in the Club itself. Because of potential limited availability of tickets, the complainant had to pay the full price, rather than using £40 worth of vouchers as part payment. On his return home the complainant emailed his complaint to the SLO, who replied promising a full response in due course. On 9 February the complainant sent a reminder. The SLO replied that the complaint was with the General Manager. On 24 February the complainant sent a further reminder. The SLO told him that the General Manager was aware that a reply was awaited.

5. The complainant supplied the IFO with a copy of his voucher. The terms and conditions include:-

1) Vouchers are valid for the season shown.

2) This voucher can be used on a range of club products – please see the U's official website for any exclusions.

4) Vouchers for match tickets must be exchanged in advance of matchday – they will not be accepted on the day of the game.

Item 6 of the terms and conditions for ticket purchase states "Vouchers received as part of the Season Ticket package can be redeemed against standard match tickets, events tickets (ticket only) and in the Club Shop."

6. The complainant also provided evidence of a fellow fan who had sent a message to the Club on 12 July 2015 saying "Can we use our ST vouchers towards cup games as last season?" The Club replied "We will check with the Ticket Office, but as far as we're aware, it's the same drill as last season." On 20 July the fan tweeted "... popped along to [the Club] to pick up Reading tickets (used some of our £40 vouchers)". The Reading match was a League cup tie.

7. After the IFO had asked the Football League for comments on the complaint, the SLO emailed the complainant. He confirmed that, as the complainant had been told at the time of his visit to the ticket office, vouchers could not be used for cup games. The SLO said that he was aware that vouchers had been used in that way in some cases, but that should never have been the case and had subsequently been addressed. The reason was because, for cup matches, gate revenues must be shared, after costs, between the two teams, which would leave the Club in a position where, should voucher payments be allowed, it was subsidising payment to the away club. The SLO said that cup tickets were not regarded as standard in accordance with the ticketing terms and conditions.

8. That prompted the comment from the complainant that the Club had taken 69 days to respond to his complaint and then only because they had been pushed into it by the IFO and the Football League, and they had not apologised for that. He pointed out that vouchers had been accepted for cup games since the scheme's inception in 2013/14 and it would be incredulous to say that the Club were not aware of the situation earlier. In addition, his previous use of vouchers for cup ties against Altrincham and Charlton earlier in the season had been in transactions face to face with the ticket office Manager, who should have been well aware if vouchers were not

intended for use in such circumstances. The complainant was prepared to get witness statements from fans who had used vouchers towards tickets for the Tottenham game when they first went on sale.

Comments from the Football league

8. The League said that the Club believed that the SLO had explained verbally the Club's position in full. (The complainant has denied that that was the case). The General Manager had told them that the Club's policy was "categorically not to accept vouchers as payment for cup tickets." Ticket office staff had previously made the mistake of accepting vouchers for cup tickets and when this was brought to their attention, the problem had been rectified. The Club did not accept that the situation created a precedent. The Club believed that they are now applying their intended position consistently to all season ticket holders.

Findings

9. The question for the IFO to consider is whether the complainant had a legitimate expectation that he was entitled to use vouchers towards payment for tickets for the Tottenham match. The evidence strongly suggests that he was. First of all, the ticketing terms and conditions allowed for vouchers to be redeemed against standard match tickets. "Standard" is a non-specific term and could be interpreted as meaning an ordinary, as opposed to a hospitality, match ticket. Cup games are a normal feature at a football club and if the intention was not to allow vouchers against cup tickets that should have been spelled out quite categorically.

10. On 2 December, immediately before the cup match with Altrincham, the complainant asked the SLO if he could use vouchers for tickets. Although he did not specifically state cup tickets, the SLO was well aware of the complainant's status as a season ticket holder and must have realised that the query was in relation to cup tickets. The SLO's simple response of "Yes you can" suggests there was no intention to discriminate between cup and league tickets; had that been the intention at the time the SLO ought to have qualified his response accordingly. In addition, the complainant used vouchers for 2nd and 3rd round cup tickets in transactions, by his own account, conducted face to face with the ticket office Manager. There is also evidence of vouchers having been accepted in earlier seasons. In such circumstances it is somewhat disingenuous of the Club to suggest that they rectified the "problem" when it was drawn to their attention (paragraph 8).

11. Given that the season has now ended, and the complainant has thereby lost the ability to use the £40 worth of vouchers, **the IFO recommended that the Club reimburse the complainant for his loss. The IFO also recommended that, if the Club intend to continue the voucher scheme, they make absolutely clear in the terms and conditions any limitations on their use, and ensure that ticket office staff are briefed accordingly.**

12. In response the Club's General Manager accepted that mistakes had been made and communications in relation to the vouchers should have been made clearer so as to avoid any doubt or confusion. However, he did not consider that the complainant had suffered any loss as he had had ample opportunity to use his vouchers to purchase club products before the end of the season. (The complainant maintained that there had been nothing on which he had wanted to use the vouchers.) Nevertheless, the General Manager proposed to provide the complainant with £40 worth of vouchers valid for a further 12 months. Although the IFO can understand why the Club would not want vouchers to be used against cup tickets, he pointed out that the complainant had had a legitimate expectation that he could use his

vouchers as part payment towards the tickets for the Tottenham match, but had then had to meet the full cost. In light of that the General Manager agreed, exceptionally, to the Club making an ex gratia payment of £40 to the complainant in lieu of the vouchers.

13. The General Manager explained that vouchers had been supplied to season ticket holders as a gesture of thanks for their support. It is the Club's intention to continue the scheme to recognise and reward the commitment of their fans. They have made a number of changes on how the scheme will operate and will define the terms and conditions accordingly.

14. The IFO is also critical of the way in which the Club handled the complaint. Having made his complaint in writing, the complainant sent two reminders without getting a substantive response, and received one only after the intervention of the IFO and the League. Even if the General Manager believed that the complainant had received a verbal response, something which the complainant denies, it was nevertheless incumbent on the Club, in accordance with their Charter commitments, to respond in writing to a formal complaint.

Conclusion

15. The IFO is satisfied that the complainant had a legitimate expectation that he could use the club vouchers towards the cost of tickets for the Tottenham match. The IFO welcomes the fact that the Club have agreed, exceptionally, to make the complainant an ex gratia payment of £40 in lieu of the vouchers.

Professor Derek Fraser, Ombudsman

23 June 2016

Mr Alan Watson CBE, Deputy Ombudsman