

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: 21/09

SEASON TICKET PROBLEMS AT BRIGHTON AND HOVE ALBION

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 the Club.

The complaint

3. A new Brighton season ticket holder complained about persistent problems in accessing the stadium and finding his seat. He also contended that the Club had not dealt with his complaint properly.

The facts of the case

4. The complainant applied for a season ticket for the 2021-22 season which coincided with the Club's move to a digitally based ticketing and access system. He experienced prolonged delays in getting the requisite download for his ticket and called the Club many times requesting call backs which he never received. He eventually got his electronic ticket the day before the first home match, but when he entered the stadium, he could not find his seat and was told by a steward that it did not exist. He was moved around inside the stadium which he claims was a frustrating experience. He was eventually told that this was a numbering problem. At the next match he found his correct seat and there was a gift of a scarf by way of apology. Although this was welcome, he did not think it reflected proper compensation for the poor experience he had both in the stadium and from the Club's communications system. He therefore raised a formal complaint requesting a refund of one month's payment, or the cost of one match, and felt that his case was not sympathetically dealt with and he experienced further delays. He believed the response of the Club was "patronising and passive aggressive". Eventually the Club said that no recompense was due and he referred the case to the IFO on 5 September.

The investigation

5. The IFO carefully considered the complainant's submission with its 13 attachments, together with the very full and clear report sent to the IFO by the Club. On 18 October the Deputy Ombudsman visited the Amex Stadium to talk over the case with the Ticketing and Supporter Services Manager. The Manager said that the Club had done their level best to assist the complainant promptly and had reacted every time to whatever he had raised; callbacks had been made but had not been answered. At the beginning of the season the Club had been inundated with correspondence and telephone calls. The Manager said that in an ideal world their database would not have been corrupted and they would not have made an error with the seat numbering. They had rectified the problems as quickly as possible but fixing the corruption issue had not been in their hands. 1,000 seats had been added and the whole stadium had had to be renumbered. At the first match there had been almost 10,000 seats unoccupied so there should have been no problem in the complainant finding a seat. The value of one match was £28.68 but, as the complainant had seen the match in question and had received a goody bag, the Club saw no case for monetary compensation.

The findings

6. The IFO was impressed with the Club's very efficient documentation, which clearly explained the timeline of dealings with the complainant. The IFO

acknowledges the mitigating factors in the implementation of a new system, with large volumes of enquiries to deal with and inevitable teething troubles. The IFO also notes the alacrity with which the Club pursued its contractor to rectify the faults. However, from the supporter's perspective this is irrelevant since he was not dealing with the supplier but with the Club. What arrangements are made with third parties is of no interest to him, who expected but did not receive a positive experience as a new season ticket holder.

7. The complainant undoubtedly had several frustrating experiences and a period of uncertainty in accessing and attending his first match at the stadium and although it is maintained that he did see the game it was disturbing not to be able to find his allocated seat. It really is not acceptable to say that there was not a serious problem and it was just a numbering mistake. The Club argued strongly that they had dealt with the complainant's problems promptly and responded to his formal complaint in a proper manner, claiming that many call back calls were unanswered. Conversely, the IFO finds that he had a succession of poor interactions with the customer services team. Indeed, the length of the timeline document and the number of separate entries indicates that matters took quite a while to resolve.

8. The IFO must judge whether the complainant received a reasonable level of service both on matchdays and at other times and concludes that he did not. The Club have refused his request for a refund of one month's fee. They did offer to reimburse him for the cost of his phone calls, which the complainant declined to pursue. The IFO is aware that clubs tend to be wary of granting "refunds" for fear of the precedent that may create. However, the IFO is persuaded that the complainant is entitled to some recompense in recognition of his distressing experience. **The IFO recommends that the Club pays him a goodwill gesture of £50.**

9. The Club has indicated that it is unwilling to accept the IFO recommendation. IFO findings (like those of most Ombudsman schemes) are non-binding. As explained on a previous occasion, if a football body does not implement IFO recommendations they are required to make a public statement of the reasons.

Conclusion

10. The IFO judged that the complainant was entitled to a modest goodwill payment which the Club has declined to accept. In line with the agreed procedure, Brighton & Hove Albion F C will be required to make a public statement giving the reasons for not implementing the IFO recommendation.

Professor Derek Fraser, Ombudsman

1 November 2021

Alan Watson CBE, Deputy Ombudsman