

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: 18/22

A DISPUTE OVER DUTY OF CARE AT NOTTINGHAM FOREST

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 the full cooperation of Nottingham Forest FC.

The Complaint

3. A mother complained that her 15 year old son and his 16 year old friend had been unfairly treated while on an official Nottingham Forest coach trip for the

match at Hull City. She did not believe that the Club had taken the matter seriously and was dissatisfied with their response.

The facts of the case (as described by the complainant)

4. On 27 January 2018 Nottingham Forest played an away match at Hull City. The complainant booked two seats on an official club coach, quoting the boys' season ticket numbers. She did not specify their ages since she assumed this would be known by the Club from their data. When boarding the coach for the return trip, the boys found that some older youths had occupied their seats. They found two other seats only to be informed that these had been occupied by an older couple whose possessions were in the seat rack. The steward was summoned and he said that they must move and find other seats. When the boys pointed out that their seats had been occupied and that there were no longer two seats together, the steward was unsympathetic and walked back to the front of the bus. The boys were separated and one of them suffered abuse at the hands of older youths. The mother complained to the Club on 29 January, requesting a refund of the £17.50 coach fare and an apology. She claimed that the Club had a duty of care towards the boys which they had failed to exercise. She felt that they had been taken advantage of because of their age.

The Club's version of events

5. The Club pointed out that at no time were they warned that the boys were travelling without an adult or that that they needed to sit together. The steward in question was experienced, well qualified and highly regarded. The Club said that they had a duty of care towards their employee and placed great credence on his recollection of what had happened. He maintained that the conversations reported by the mother never happened and when called to deal with a problem over two boys seated where the adult couple had their possessions, "the two lads did not argue the case, in fact they did not speak a word and just headed towards the back". The Club noted that the complainant's version of events changed in her subsequent correspondence and in its view the case was not proven on the balance of probability.

The investigation

6. The complainant wrote to the IFO on 6 April by post, followed up later by email with a full selection of the correspondence with the Club. There was some delay in the response of Nottingham Forest due to staff absence and annual leave arrangements and it was not until the end of June that the IFO received a 25 page dossier explaining the Club position and views on the complaint, together with correspondence. All this evidence was carefully reviewed and assessed by the IFO.

Findings

7. Where facts are disputed, it is difficult to determine exactly what happened on the bus. Clearly there was some sort of problem over seats on the return journey, but the manner of the steward's dealing with the situation is disputed.

The complainant argues that the steward should have protected the boys' interests by going back to the youths who had taken their original seats and not just abandoned them. The Club says that their experienced steward would have done that if the boys had requested it, but they had not spoken. His recollection was that they had been on the back row on the outward journey and they simply returned there when he intervened. The mother claims that the boys were in the middle of the coach and is sceptical about the steward's version since the Club asked if they could observe the boys at the next home match so they could determine their identity. Understandably the mother refused permission and has subsequently queried the steward's version six weeks after the event, when he could not initially be sure who the boys were. There was no CCTV on the coach so it cannot be conclusively determined precisely what happened. In these circumstances the IFO is unable to conclude that the case has been fully made against the Club.

8. Although the Club did not accept that the steward had failed in his duty, it did acknowledge that the events revealed an issue which needed to be addressed. As a result of the complaint the Club revised its procedures for away travel. The complainant does not believe that this is sufficient response to her complaint, recalling that she was told in February that some of these rules were already in place. However, the IFO is impressed with what the Club has done in this regard, which should ensure that it is unlikely that the problem will recur in the future. The clauses are worth quoting, as they indicate that the Club has considered the issues arising from the complaint:

1. All stewards to be advised of the number of U18 & vulnerable adult supporters travelling on each coach in advance.
2. That at point of sale and upon boarding the coach that the first few rows are offered, in the first instance, to U18's and vulnerable adults.
3. Upon arrival at the away club, that stewards remind all passengers that they are to travel in the same seats on the way back. We will also reaffirm this when they are boarding for the return journey.
4. Stewards will also be briefed on these changes accordingly.

9. The IFO does not accept the complainant's view that the Club did not take the complaint seriously enough. It was dealt with by two relevant senior officials and proper enquiries were conducted. She has referred several times to what she saw as a trivialising message, which indicated to her that the Club was not dealing with the complaint in a suitable manner. The Club denies this and points out that she had been told that she could contact the senior official out of office hours. The IFO does accept that there were delays in responding to the complainant and advises the Club to review its procedures to ensure a prompt response to any future complaints which are submitted.

Conclusion

Despite the uncertainty over the events, taking all things considered, the IFO was minded to recommend that a goodwill gesture be made to the boys in recognition of their loyalty to Nottingham Forest. The IFO is therefore pleased to find that, before reading this report, the Club had decided to offer £20 vouchers to each of the boys to be spent in the club shop. The complainant has indicated to the IFO that she will decline the offer. That is her right, but the IFO considers the offer to be a fair and reasonable resolution to the complaint, which concludes the matter.

Professor Derek Fraser, Ombudsman
Alan Watson CBE, Deputy Ombudsman

16 July 2018