

IFO

THE INDEPENDENT
FOOTBALL OMBUDSMAN



Chartered Trading
Standards Institute
ADR Competent Authority

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IFO COMPLAINT REF: 18/28

A LIFETIME BAN AT LIVERPOOL FOR PERSISTENT TICKETING OFFENCES

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 at the outset that he has received full cooperation from Liverpool FC.

The complaint

3. A priority rights holder, who has supported Liverpool for more than 30 years, complained that the Club had unjustly terminated his membership account and given him a lifetime ban.

The Facts of the Case

4. The complainant held a priority rights shareholder membership which resulted from the Club's compulsory purchase of the shares he had previously held. A benefit of this membership is priority access to tickets held back by the Club. There were also four memberships linked to the complainant, in different family names, but all using the same surname, address and email account, thereby giving access to five tickets per match. The complainant reported that these were family members.

5. On 18 April 2018 the complainant purchased, in one transaction, three £59 tickets for the Champions League semi-final against AC Roma. On 23 April the Club learned that the tickets were being auctioned on a re-sale site. On 25 April the Club wrote to the complainant explaining that he had breached the ticketing terms and conditions; clause 3 of the terms prohibited the assignment, sale, transfer, or lending of a season ticket to a third party without the express consent of the Club. The Club asked for a full account of what had happened to his tickets, following which the Club would review his membership. On the following day he replied saying that he had given the tickets to his brother-in-law, as he had been unable to attend the match. He said that he was unaware that the tickets had been offered for sale and expressed disappointment that his brother-in-law had lied to him about having attended the match. He offered his apologies for what had happened and assured the Club that he would not give his tickets to anyone in future. He said that when selling his shares to the Club, he had not been aware of any restriction on him selling or transferring his tickets.

6. On 9 May the complainant purchased four tickets for a total of £569.45 for the UEFA Champions League final on 26 May. On 16 May those tickets were advertised on a re-sale site and reached an offer of £4,600. On 26 June the Club wrote to the complainant saying that they had reason to believe that the ticket he had purchased for the Champions' League final had been offered for sale on a re-sale website. They said that offering for sale any such ticket was a clear and fundamental breach of the ticketing terms and conditions with which the complainant had agreed to comply at the time of purchase. The Club had investigated the matter and after a review and consideration by an internal panel on 15 June, had decided to terminate his membership account. In addition, he would not be allowed to purchase tickets from the Club for an indefinite period. The Club explained his right of appeal.

7. On 11 July the Club wrote to the other three account holders whose names were given for the purchase of the final tickets, asking for a full account of what had happened to their tickets, which had been offered for re-sale. On 15 July the Club received a letter purported to be signed by one of those account holders saying that under **his** priority rights shareholder membership he was not aware that there were any restrictions on the sale of his tickets, which had not been in the share prospectus. (From the similarity in the signature it appears that the complainant signed the letter in the name of one of the other members.) The

signatory said that it was only when he was unable to attend matches that he had given his tickets to friends or re-sold them. He repeated that his brother-in-law had sold the tickets without his knowledge. He expected the Club to honour his life time membership. On 17 July the Club wrote telling the complainant that the appeal panel upheld the sanction imposed. They advised him of his right to appeal to the IFO, which he did on 9 August. The Club also imposed similar sanctions to the other four family members.

The investigation

8. On 30 August the IFO and Deputy visited the Club and discussed the complaint with the Ticketing Investigation Manager and two of his investigators. The IFO inspected the relevant evidence which the investigation team had assembled in relation to the advertising of tickets for both the semi-final and the final. The officials explained that the offence was to advertise the tickets, even if they were not sold. The action is in contravention of UEFA ticketing terms and conditions as well as those of the Club. The officials explained that the demand for tickets for the final had far exceeded the Club's allocation of 16,000, but as a priority rights holder the complainant had purchased four tickets. The officials pointed out that if the complainant had not intended to use the tickets, he could have recouped the money by using the Club's buy back scheme which can be accessed on line. That would also have enabled the tickets to be purchased by fans unsuccessful in the ballot.

Clause 21 of the Liverpool Ground Regulations states:-

"Tickets are not transferable and may not be offered for sale without the prior written permission of the Club. Any tickets that are transferred are transferred subject to those Ground Regulations".

9. The complainant subsequently reiterated that the ticketing terms and conditions were not relevant to his ticket entitlement certificate, which he had obtained upon the compulsory purchase of his shares. The IFO has inspected the complainant's certificate, but it is merely a certificate of entitlement; there is no mention of conditions surrounding ticketing. In response to the complainant's assertion, the Club have said that he was still bound by the terms and conditions of ticket use, which are printed on the reverse of every ticket; and as paper tickets are issued for cup matches, the complainant was in possession of the terms and conditions on each occasion. In any event, the tickets in question were for UEFA matches, where UEFA ticketing terms and conditions apply, and the complainant was also in breach of those.

Findings

10. The IFO is on record as strongly supporting clubs which seek to address the widespread problem of "ticket touting", which is common at clubs, such as Liverpool, where every game is sold out. The IFO notes that Liverpool FC have received much evidence from fans about tickets being sold on social media sites. The IFO commends Club officials for their diligent detective work in ensuring that they can conclusively link an offer for sale to a specific ticket holder. It seems apparent that the complainant was the prime mover behind the use of the accounts associated with his priority rights membership. The IFO is satisfied that the Club have compelling evidence that the tickets purchased by

the complainant for both the semi-final and the final were offered for sale on the re-sale site, contrary to the ticketing terms and conditions. Indeed, in the letter of 15 July there is an admission that the complainant had previously re-sold tickets when unable to use them himself. (That in itself is a breach of the ticketing terms and conditions, and the Ground Regulations - see paragraph 8). Hence there is the implication that the re-sale practice has been of long standing. Even if the semi-final tickets were, as claimed, given to the complainant's brother-in-law, that would, without the Club's consent, still have been a violation of the ticketing terms and conditions; and even with consent, the complainant would still ultimately have remained responsible for their proper use. In the circumstances, the IFO is satisfied that the Club were entitled to impose the sanctions as they have. The IFO is not competent to judge whether the Club is empowered to terminate the complainant's priority membership. However, the IFO concludes that the Club were fully justified in removing his right to buy tickets.

Conclusion

11. The IFO is satisfied, in light of the clear evidence that the complainant's tickets were advertised on a re-sale site, that the Club were fully within their rights to impose the sanctions they have. In such circumstances the IFO cannot uphold the complaint.

Professor Derek Fraser, Ombudsman

10 October 2018

Mr Alan Watson CBE, Deputy Ombudsman