



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: 18/30

A THREE YEAR BAN AT MANCHESTER UNITED

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 Manchester United FC.

The Complaint

3. A Manchester United season ticket holder complained that the Club have treated him as a ticket tout and banned him for three years, when all he had done was to allow a colleague to use his ticket.

The complainant's account

4. The complainant is a Manchester United fan who has been a season ticket holder for three years. For the match against Liverpool on 10 March 2018, which he was unable to attend, he gave his ticket to a colleague who, unbeknown to the complainant, sold it to an agency in order to ease the burden of a gambling addiction. The complainant discovered that only after receiving a letter from the Club saying that his ticket had been re-sold without their authority. The complainant explained what had happened and gave the Club his colleague's details; a statement from the colleague was provided. Despite the complainant's plea of innocence, the Club banned him for three years, and on 26 March the Club notified him that their Appeal Panel had unanimously decided to uphold the sanction imposed. The complainant is adamant that he is not a ticket tout and has never profited from his ticket. The complainant said he finds it difficult to accept that he is being punished when all he did was to make a mistake by trusting his colleague.

5. On 29 March after receiving the outcome of his appeal, the complainant asked the Club if they would reduce the ban to the end of the season, and he would forego a refund for the matches he missed. On 3 April he received a season ticket renewal application ("We look forward to welcoming you back to Old Trafford next season"), which led him to believe that the suspension had been lifted for 2018/19 season. He successfully renewed his ticket, but it was cancelled the following day. On 6 April the Club wrote to the complainant apologising for any distress or confusion caused by the renewal message. They explained that the data for the communication had been collated before the Appeal Panel had upheld the sanction imposed on the complainant.

The investigation

6. The Club explained to the IFO that season ticket holders are permitted to allow family and friends to use their tickets, but remain responsible for their appropriate use. If the Club identify that tickets are being used outside the terms and conditions, the person in possession is asked to complete a form giving relevant information. The person holding the complainant's ticket for the Liverpool match completed a form saying that he had bought it on Stubhub for 350 (currency not stated). Ticket touting is a level 4 offence in the Club's official sanctions; it is defined as "tickets are actually or are suspected of being transferred or re-sold (or advertised or offered for re-sale) in breach of applicable terms and conditions."

7. In post appeal hearing correspondence the complainant had told the Club that he could only conclude that they were treating him harshly because of his ethnic background and Muslim heritage. The Club had replied that they make every effort to ensure that cases are treated consistently and without prejudice and they were confident that his appeal had not been handled differently from others.

Findings

8. It is important at the outset to stress that the IFO strongly supports the Club's efforts to combat ticket touting and the unauthorised use of tickets. The key question in this case is whether the complainant was indeed involved in ticket touting. The IFO is satisfied that he is not. However, although the Club allow season ticket holders to "share your season ticket with friends and family if you are not able to attend a game", the ticketing regulations make clear that any breach by the "authorised" user is deemed to be a breach by the ticket holder. The complainant, therefore, remained responsible for the appropriate use of the tickets. He has been through the Club's Appeal Panel, which includes independent membership, which unanimously upheld the sanction imposed. The IFO has found no reason to demur from that decision. The IFO is also satisfied that the Club treated the complainant in a fair and non-prejudicial manner.

9. The Club have apologised to the complainant for misleading him by wrongly issuing him with a renewal pack on 3 April. That should not have happened. The appeal was decided on 23 March, and notified to the complainant on 26 March, and the Club should have ensured that any renewal correspondence was stopped. **The IFO recommended that the Club put in place systems to ensure that where bans are imposed, the issue of inappropriate correspondence is prevented.** In response, the Club said that they had made changes to their systems to ensure that supporters subject to a sanction, but still waiting for an appeal to be determined, understand that at that stage their tickets have not been cancelled and, therefore, they have not been removed from mailing lists.

Conclusion

10. The IFO is satisfied that the complainant breached the rules by allowing his ticket to reach the secondary market, even if unintentionally. The IFO does not believe that he personally sold the ticket, but he was responsible for its proper use and the IFO supports the Club in enforcing the rule that any breach by the recipient of the ticket is deemed to be a breach by the season ticket holder himself. In such circumstances the IFO is unable to uphold the complaint.

Professor Derek Fraser, Ombudsman

10 October 2018

Alan Watson CBE, Deputy Ombudsman