

# 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: 19/01**

### **TERMINATION OF MEMBERSHIP AT TOTTENHAM HOTSPUR**

#### **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 Tottenham Hotspur FC.

#### **The complaint**

3. A Tottenham Hotspur supporter complained that the Club had terminated his membership unjustly.

### **The facts of the case**

4. On 3 January 2019 the Club wrote to the complainant saying that they were terminating his membership with immediate effect following the discovery that a ticket bought by him for the Manchester United match on 13 January was advertised for sale on an unofficial channel. The complainant replied immediately explaining that he had bought the ticket for himself then found that others wanted to go with him. He had, therefore, bought three tickets together which had left the original one surplus. He had not known what to do with it and, knowing that the Club had an affiliation with *Stubhub*, he had advertised the ticket. He enclosed copies of correspondence with his girlfriend's father over the matter. On 4 January the complainant emailed the Club asking what he was supposed to do as he had made travel and accommodation arrangements for the match. The Club replied immediately pointing out that his ticket had been advertised on a third party website for an extortionate amount, which contravened the ticketing terms and conditions; the Club's association with *Stubhub* had ended two years previously. The Club provided a link to their website showing a list of unofficial sellers. The complainant asked how he was supposed to know that the association with *Stubhub* had ended; he had used the site in previous years and did not otherwise know how to get rid of the ticket. He pointed out that he had advertised the ticket at 25% less than others on the site. He said that he was devastated by their decision.

5. On 7 January the Club replied saying that *Stubhub* was very high up on their list of unofficial sellers. They said that in order to post his ticket for sale he would have had to access the American based website; he would have been free to research online what he was able to do with his additional ticket online or to contact the club direct for advice on their refund process. Instead, he had advertised this ticket for almost three times the value paid. That indicated a clear attempt to profit from the resale of his match ticket which was in direct breach of the Club's ticketing terms and conditions. Because of the nature of the offence the club had decided to uphold the initial ban imposed for an indefinite period of time. Tickets for any future games would be invalid and would be refunded onto the card used for purchase. On receiving that the complainant asked the IFO to intervene.

### **Investigation**

6. The IFO carefully reviewed the documentation submitted by the complainant together with a report and correspondence supplied by the Club. On 25 January the IFO and Deputy visited the Club and met with the Supporter Services Manager, the Head of Ticketing and Membership and the Interim Supporter Services and Disability Access Officer. They explained the background to the case and the reasons the Club had imposed the sanction.

## **Findings**

7. This complaint is one of many which the IFO has investigated where a Club has imposed a severe sanction for the improper resale of tickets on the secondary market, commonly referred to as ticket touting. Tottenham Hotspur's regulations are clear on this matter and season ticket holders are bound by the terms and conditions once they buy a ticket. Tickets bought from the Club are for personal use and non-transferable. The regulations include the following:

The unauthorised sale or disposal of a Season Ticket, Members Stadium Access Card or Match ticket may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994.

If you are convicted of a ticket touting offence, or we reasonably suspect you have committed such an offence, ... we will use this to identify and prevent ticket touting offences and disorder at Matches.

The Club reserves the right to suspend or terminate individual memberships with immediate effect if it is suspected that the One Hotspur membership and/or the benefits of that membership are being abused.

Although the complainant states that he was unaware of the regulations and equally unaware that the site through which he sold his ticket was not authorised by the Club, the IFO finds that the complainant was in clear breach of the regulations. He had ample opportunity to contact the Club to seek advice on how to dispose of the ticket but chose to sell the ticket with a huge mark up on an unauthorised site. The Club explained that for a minor breach of the regulations, such as transferring a ticket to a friend at face value, there would be a three-match ban and a warning. What made the complainant's case so serious was the clear intent to profit from the sale, notwithstanding the complainant's assertion that he was charging less than others advertising on the same site.

8. The IFO appreciates that the complainant is a long-standing supporter with no previous misdemeanours and recognises his distress at the sanction imposed. Subsequent to the investigation he explained to the IFO that, while he admitted placing his spare ticket on a website, he did not actually sell the ticket. He felt strongly that his punishment was extremely harsh in the circumstances. The IFO passed these comments to the Club, asking whether this mitigation was worthy of a second look. On review the Club concluded that they could not be certain that the ticket was indeed sold on the secondary market and hence were amending the sanction. Instead of an indefinite a ban, the complainant's membership was to be suspended for the remainder of the season, but he would be free to renew his season ticket for the 2019-20 season.

**Conclusion**

9. The IFO is in no doubt that the complainant was in breach of the regulations in advertising his ticket for an inflated price. He should consider himself fortunate that the Club has been willing to accept his mitigation and to reduce the sanction. He has been warned that any further breaches of the regulations will lead to an indefinite ban without the right of appeal. He will be well advised to strictly comply with the regulations once his membership is restored.

**Professor Derek Fraser, Ombudsman**

**28 February 2019**

**Alan Watson CBE, Deputy Ombudsman**