

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: 19/02

REFUSAL OF REFUND AND TERMINATION OF MEMBERSHIPS 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 and had denied him refunds on tickets not used.

The facts of the case

4. On 29 November 2018 the Club wrote to the complainant saying that they were terminating his membership, and linked accounts, with immediate effect following the discovery that tickets for the Chelsea match purchased against his details had been sold via unofficial channels. The complainant replied immediately denying the allegation and asking for the evidence used. He pointed out that he and his wife were entitled to purchase 6 tickets per transaction. He said that access for 12 family and friends to the Inter Milan game the previous day had been denied, and access had been denied for one of the three tickets he had bought for the Chelsea match. He asked the Club to refund £697 which he had paid for the 13 tickets.

5. On 14 December the Club replied apologising for the delay while they looked into the matter. In the meantime, they would arrange for the hold on his accounts to be lifted but would monitor his use. The complainant replied 11 minutes later asking what was happening about his refund. Two minutes after that the Club replied saying that since their earlier message, they had found that an eticket purchased by him for the Inter Milan game had been sold on for profit; that was the second match for which one of his tickets had been sold on. The Club were terminating all his accounts. They said that they would not accept an appeal on the matter and advised him of the right to complain to the IFO. The complainant again denied the allegation and said that all tickets purchased by him were used by friends. He asked to see the ticket in question. The Club informed the complainant that the person holding the Inter Milan ticket had confirmed to the Club that he had paid above face value for it. On 17 December the complainant sent the Club a copy of a screenshot of the Inter Milan tickets emailed to his friends. He said that the fact that the hold on his accounts had been lifted meant that he had won his appeal, and that it was impossible for the Club to have found the evidence they claimed in the period of 13 minutes between their messages. He said that all his friends had denied speaking with a member of the Club's staff about their ticket. On 18 December the Club replied. They said that after their first message they had found one of his tickets among a batch confiscated at the Inter Milan match for having been bought unofficially. Later that day the complainant asked the IFO to intervene.

Investigation

6. The IFO carefully reviewed the documentation submitted by the complainant, together with the report and correspondence provided 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 Club's regulations, the process for dealing with the complaint and the evidence they had to justify the sanction imposed.

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.

The complainant denies that any of his tickets were sold on and particularly challenges the Club's actions which in the space of a few minutes changed from a temporary reinstatement to an outright ban.

8. The complainant first came to the Club's notice when one of his tickets for the Chelsea match was found to have been sold through the secondary market. He was informed that his account had been suspended but that he had a right of appeal. In view of the heavy volume of cases being dealt with, full consideration of his case was delayed and so on 14 December the block on his account was lifted. Some minutes after this message was sent, officials identified six tickets which had been confiscated for the Inter Milan game from his and his linked account. It was not the case, as the complainant asserted, that the Club had allowed his appeal and then a few minutes later reversed the decision. It was the timing of the second discovery which explains the rather unusual timescale. In effect, the complainant's original appeal had not yet been fully considered and before that had happened, new evidence emerged of an even more serious misdemeanour. The Club took the view that by committing another offence so soon after the first the complainant had forfeited his right of appeal.

9. The role of the IFO in this case is to judge whether the Club was justified in imposing the sanction and whether it had the relevant evidence. The IFO is satisfied that the Club has evidence that the Chelsea ticket was sold improperly. Had that been the sole offence it is likely that the complainant would have received a three-match ban and a warning letter that tickets must not be sold on and that any further offence would lead to an outright ban. It was the second and more serious offence at the Inter Milan match which accelerated the process and imposed the ban immediately. 5 of the 6 ticket holders approached by officials at Wembley could not name the "friend" from whom the tickets were

bought and the sixth named a person other than the complainant. The IFO has viewed the evidence and agrees that the Club was entitled to use this to justify the imposition of the sanction. In the light of this the IFO cannot uphold the complaint

10. The complainant is aggrieved that he cannot obtain a refund for the blocked or unused tickets. However, this is explicitly covered in the regulations:

The Club may cancel any subsequent Match tickets purchased without payment of a refund

The Club reserves the right to suspend or withdraw, where applicable, all One Hotspur membership benefits including the Season Stadium Access Card and/or Members Stadium Access Card and/or Match ticket without compensation or reimbursement if Season Ticket holders, Members and/or Match ticket holders are in breach of any of the Terms and Conditions set out herein.

Conclusion

11. The IFO is satisfied that the Club had the necessary evidence to justify the sanction imposed. It is also clear from these regulations that the complainant is not entitled to a refund. Recourse to the IFO does not remove any legal rights of the complainant and he is free to pursue other channels if he so wishes.

Professor Derek Fraser, Ombudsman

26 February 2019

Alan Watson CBE, Deputy Ombudsman