

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: 19/04

THREE YEAR BANS AT MANCHESTER UNITED

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 Manchester United FC.

The complaint

3. A longstanding Manchester United supporter complained that the Club had banned him and his friend unjustly.

The facts of the case

4. On 6 November 2018 the complainant received notification from the Club that he had been given a ban of three years for the unauthorised use of tickets he had bought for the match away to West Ham United. The complainant appealed against that decision. He said that because of work and holiday commitments, he had given his and his friend's tickets to another friend for his personal use. He said that he understood why a ban had been applied, but asked if it could be lifted in light of their previously unblemished records over many years. On 9 November he emailed again. He said that for 30 years he and his friend had been making round trips of 500 miles to support the Club without ever having been in any kind of trouble. He was particularly aggrieved because he was about to introduce his son to matches at Old Trafford. He said that through no fault of his own he had lost a friendship, been left out of pocket and had seen thrown away 30 years of travelling to watch the Club. He said that the tickets had been passed free of charge to a close family friend, whom he believed could be trusted to use them properly. On 9 November the Club wrote to both men saying that they had reviewed the evidence whereby an Australian had confirmed the purchase of the tickets for £1400. The Club had found the complainant's explanation unsatisfactory and were upholding the sanction.

5. On 11 November the complainant emailed the Club. He said that the friend to whom he had given the tickets had told him that he had sold them outside the ground for £200. The complainant stressed that he had had no knowledge that that was going to happen. On 13 November the Club told the complainant that his case would be heard by the Appeals Panel. They asked for details of the person who was given the tickets and for evidence that he had travelled to the match by train, as the complainant had earlier told them. The complainant replied that he had had a major falling out with that person, who was now not answering his calls. He had contacted another person who had attended the game, who said that the train tickets had been paid by cash. He later said that he could provide the rail ticket but the Club deemed that unnecessary.

6. On 4 December the Appeals Panel wrote to the complainant and his friend. They said that the Club had been undertaking initiatives to identify individuals who pass on tickets to individuals not entitled to attend away matches. The Club clearly advise purchasers that away tickets are non-transferable, other than officially through the away game ticket exchange. The tickets had been found in the possession of people not eligible to attend away games, who had confirmed that they had bought them online for a large sum of money. As the registered holders of the tickets concerned, the complainant and his friend remained

responsible for any breach of the ticketing terms and conditions. While the Panel appreciated the complainant's explanation, they had to maintain a consistent zero tolerance approach to the problem and were, therefore, upholding the sanctions. The complainant replied challenging the explanation; he said that the time frame made it impossible for the tickets to have been bought online. He said that if the Club were not prepared to lift the bans, the very least they should do would be to provide refunds for the games they are not allowed to attend. The Club replied confirming that the tickets had been part of a £1400 transaction. They said that he could apply for a refund at the end of the season. After further exchanges with the complainant, on 14 December the Club sent him images of the tickets concerned which, with two other tickets, had been purchased online from "livefootballtickets.com" for an amount equivalent to £1400. On 18 December the Club confirmed that the appeals process was complete and, if he remained dissatisfied, he could complain to the IFO, which he did on 11 January.

Investigation

7. The IFO carefully considered the lengthy correspondence between the complainant and the Club and received a report from the Club outlining the events from their perspective. Away tickets are non-transferable, a condition which applies equally to all named ticket holders. A supporter is responsible for returning the ticket to the Club in the event that it is known beforehand that it will not be used. The demand for away tickets far exceeds the supply and any tickets returned to the Club are then issued to another supporter. There is also the option to have a ticket cancelled at short notice. The rules, checks and sanctions around away tickets have been implemented with the full agreement of the Club's Fans' Forum and are a key part of measures designed to increase the Club's away ticket allocation.

Findings

8. The basic facts in this case are not in dispute. By his own admission, the complainant allowed away tickets he and his friend had purchased to be used by someone he trusted, who then sold them. As Manchester United away tickets are non-transferable, giving them to another person, even without charge, was clearly a breach of the ticketing terms and conditions. The complainant makes much of what he perceives as discrepancies over the way in which the tickets were said to have been sold and the price for which they were bought. He highlights the conflict between his friend's assertion that he sold the tickets for £200 outside the ground with the Club's claim that four tickets (including his) were bought online by an Australian visitor for £1400. The IFO finds it odd that the complainant feels that his admission that the tickets were sold outside the ground and not online is somehow a mitigating factor. The apparent discrepancies merely cloud the fact that at all times the complainant and his friend remained responsible for the proper use of the tickets and any breach by the recipient of a ticket is deemed to be a breach by the rightful ticket

purchaser. Putting the tickets into the hands of a third party was not only in breach of the ticketing terms and conditions, but an unwise thing to do when the Club provide proper arrangements for dealing with unwanted tickets. The IFO strongly supports the Club's efforts to combat ticket touting and the unauthorised use of tickets. Although sympathetic to such a longstanding supporter who seems to have been let down by someone he thought he could trust, the IFO finds no reason to challenge the sanction imposed by the Club, which has been upheld by their Appeals Panel (which includes an independent member), and is consistent with their actions on cases of a similar nature as outlined in their sanctions policy.

Conclusion

9. This case is one of many which has come before the IFO where a long-standing supporter with a previously unblemished record has been banned for unwittingly allowed his ticket to be sold on. The Club has advised the IFO that 80% of such cases which go to appeal involve the defence that the ticket was given to a friend. The IFO recommended in its 2017-18 Annual Report that Manchester United remind supporters even more strongly of the risks they run when passing their tickets on. This case and several others which have reached the IFO since the Annual Report was published reinforce that message. The IFO sympathises with the supporter and his friend whose trust was abused by the recipient of their tickets. However, the Club had ample evidence to support the action taken, which was consistent with the treatment of other supporters committing similar misdemeanours.

Professor Derek Fraser, Ombudsman

1 February 2019

Alan Watson CBE, Deputy Ombudsman