

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: 20/07

ONE YEAR SUSPENSIONS 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.

The complaint

3. A Manchester United supporter complained that the Club had unjustly imposed suspensions on him and his two sons because of an inadvertent breach

of the ticketing terms and conditions; he had believed that he could pass tickets to family and friends at face value. He regarded the sanctions as severe and heavy handed, especially as he had not received any prior warning.

Background

4. The Club permits season ticket holders to allow friends and family to use their tickets free of charge. Paragraph 32 of the terms and conditions uses the word "lend"; paragraph 47 states "Season Tickets are personal to Ticket Holders, are not transferable and shall not be transferred or re-sold under any circumstances (excluding the friends and family provisions). The Club's Official Sanctions Policy, as published on their website, provides that a written warning is given for a level 1 offence which includes "Advertising tickets for sale at, or below, face value". For a level 2 offence, which includes a repetition of a level 1 offence, the sanction is a suspension of between one and six games. For a level 3 offence, which includes "Ticket touting eg tickets are, or are suspected of, being transferred or re-sold (or advertised or offered for re-sale) **above** face value" the sanction is a suspension for one year. For a level 4 offence, which includes a repetition of a level 3 offence, the sanction is a suspension for three years. There is no reference in the policy to transferring or re-selling tickets at face value.

The complainant's account

5. The complainant and his sons live in Ireland and are not able to attend every home match. One of the sons gave their tickets to a friend for the match against Liverpool on 30 October 2019, but the friend lost them subsequently. The complainant telephoned the ticket office to have the tickets cancelled and replaced. He said that a friend, whom he named, would collect the tickets for the next home match against Brighton on 10 November, as he was not able to attend. When the friend called at the ticket office, they did not believe his account and refused him the tickets; he and his two friends had had to purchase memberships and tickets in order to see the match. On the friend's mobile, the checking official had seen a text from the complainant asking the friend to forward the money for the tickets. On 18 November the complainant received a letter from the Club imposing a sanction of one year for the re-sale of tickets, a level 3 offence. The complainant believed that he was allowed to give tickets to known individuals at face value; the friend in question had twice used the tickets previously.

The facts of the case

6. On 18 November the complainant appealed against the sanctions. He apologised over any misunderstanding over the use of the tickets and for any inconvenience caused. He explained that when he is unable to travel to a match he allows friends and staff to use the tickets. He explained his relationship to his friend, who had compensated him 160 Euros (2@55, 1@40 and 10 for registered postage) for the tickets. He had not advertised the tickets; he always had friends wanting to use them. On 27 November a senior manager upheld the sanction of

a suspension of one year. The complainant replied that he could not understand what he had done wrong. At the request of the Club, the complainant supplied details of the three persons who were to use the tickets. On 29 December an Appeal Panel upheld the sanctions as the man who had called to collect the tickets had confirmed that he had purchased them and that demonstrated a clear breach of the ticketing terms and conditions. The complainant continued to contend that he had not sold the tickets, but had been compensated and on 7 February 2020 he asked the IFO to intervene.

Investigation

7. The IFO carefully reviewed the documentation submitted by the complainant and the Club. The Deputy IFO visited the Club on 27 February and met with the Head of Ticketing and Membership and the Customer Services Manager. The officials explained that at any match the Club get requests for between 1000 and 2000 paper tickets and conduct a number of spot checks. The complainant's tickets were chosen for such a check. The Deputy viewed the Club's unauthorised ticket transfer report which the checking official had completed. The report contained the applicant's personal details and said "friends tickets transferred to Paypal" for £160 and duplicates had been ordered for him to collect. The applicant said that the ticket owner, whom he named, was a friend. In reply to the question "Have you obtained tickets from them before, the entry in the report was "N/A". The officials said that it was clear that the complainant was regularly selling his tickets at, or above, face value in contravention of the rules and the use of Paypal was a confirmatory factor. The value of the tickets was 2x£44 and 1x£25, which was below what the friend had paid. In their view, selling a ticket, even at face value, was a level 3 offence. The Appeals Panel had been unanimous in deciding that the tickets were not being used as intended and that the sanction should stand.

8. In response to enquiries from the IFO, the complainant provided evidence that on 7 May his visa account had been debited 753.54 Euros paid to "Man Utd ticket off", which equated to 144.92 Euros for each of 19 home league matches. The Club told the IFO that the tickets had been purchased on 2 May then, for some reason, cancelled, re-funded and re-purchased on 13 May. In response to that information, the complainant said that the only transaction he had made was the one shown on 7 May. He recalled the Club having asked him to change seats, which may have confused matters. He maintained that he has never sought to make profit from allowing friends to use the tickets.

Findings

9. 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 IFO has seen no evidence that the complainant has been advertising his tickets, and is satisfied that he is not a ticket tout. He warned the ticket office in advance that his friend, whom he named, would be collecting the tickets, and he

has since supplied the names of the other two persons who attended. It was indeed the named friend who turned up for the match and he satisfactorily explained his relationship to the complainant. Were it not for the tickets having been chosen for a random check, it seems highly likely that entry would have been allowed.

10. The IFO has found no reason to doubt that the complainant believed that he was allowed to be compensated for the tickets at their face value. In that respect he may have been rather naïve and should have ensured that that was in compliance with the ticketing terms and conditions. The fact that he had texted his friend asking for payment by Paypal strongly suggests a sale was involved rather than, as the complainant contends, compensation. Whatever the case, the fact remains that money was exchanged in return for the use of the tickets, in breach of the terms and conditions. The question then is, what should be the sanction for such a breach. A Level 1 offence is advertising tickets for sale at, or below, face value. The IFO is satisfied that the complainant has not advertised tickets, but he has accepted money for them. That suggests to the IFO a sanction of something more than a written warning. A Level 3 offence, which attracts a one year suspension, is transferring or re-selling tickets **above** face value; by the complainant's reasoning, he has not done that, which would mean a lesser sanction. However, 150 Euros is slightly more than the complainant's calculated value of 144.92 Euros per match, although that might have been through simply rounding up to an easy number. Notwithstanding that, the complainant's offence is certainly much less serious than those who advertise and sell tickets on the secondary market, often at extortionate prices, which would attract a Level 3 sanction for a first offence. In such circumstances, **the IFO finds that the matches missed represent sufficient sanction and recommends that the complainant's suspension be lifted and the season tickets returned.** In recommending that, the IFO trusts that the complainant will ensure that he fully complies with the ticketing terms and conditions in future.

11. The IFO also recommends that the Club strengthen the wording of the conditions, particularly paragraph 32, to make absolutely clear that that friends and family are only allowed to use tickets free of any charge; and that the Club review their sanctions policy to take into account the sort of circumstances appertaining to this case.

12. In responding to the IFO's draft report, the complainant accepted that he had been naïve, but said that he had genuinely believed that he was permitted to be compensated at face value for the use of the tickets. He said that he would certainly abide by the rules in future, should the Club agree the IFO's recommendation, which he viewed as fair.

13. The Club's reaction to the draft report was that, while they acknowledged the findings and views of the IFO, they were standing by their decision, which had been endorsed by the Appeals Panel, as it was clear to them that the tickets were not being used in accordance with the season ticket terms and conditions. They said that, if the complainant wishes to have the flexibility to allow "associates" to attend matches in his absence, executive tickets would be a more suitable option for him and his family. Taking the IFO's recommendation into consideration and without undermining the appeal panel process, the Club would be willing to reduce the suspension to the end of the season and offer the complainant a more suitable product for next season, subject to availability.

14. In response to the recommendation regarding terms and conditions, the Club said that they have already been approved ahead of the 2020/21 season, but they will give consideration to reviewing the wording at the appropriate time in the future.

Conclusion

15. The IFO has recommended that the complainant's suspension be lifted and his tickets returned for the rest of the season, and he has undertaken to comply with the terms and conditions in future. The Club have indicated that they will stand by their decision, but would be willing to reduce the suspension to the end of the season and offer the complainant a more suitable product for next season. Given that the Club have indicated that they will not be implementing the IFO's recommendation (which is not binding), they are obliged, under football's complaints process, to publish their reasons for that. It will now be up to the complainant to consider the Club's offer, or to convince the Club that he will in future strictly comply with the terms and conditions should they be prepared to allow him to renew his season tickets.

Professor Derek Fraser, Ombudsman

31 March 2020

Alan Watson CBE, Deputy Ombudsman