

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: 20/11

TICKETING PROBLEMS 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 ticket holder complained that the tickets bought by himself and his partner did not operate the turnstile at the Manchester derby match with Manchester City and so they failed to see the match. He was unhappy with the compensation offered by the Club.

The facts of the case

4. The complainant, who is not a Manchester United member, through a friend obtained and paid for two tickets for the Carabao Cup match with Manchester United held on 7 January 2020. On arrival at the ground, having travelled 3 hours to get to the stadium, he found that his tickets would not scan properly. As is normal practice he was advised to go to the ticket office to resolve the issue. He found that there was a queue, which he estimated at some 2000 people. Having waited till nearly half time in freezing weather, he decided to abandon the wait and return home without seeing the match. The next day he contacted the Club to register his complaint that he was unable to gain access because his tickets did not work. There followed a somewhat heated exchange in which the complainant protested that the Club had not responded within the 15 days specified in the Club Charter. On 4 February the Club replied. It was pointed out that the member through whom he had obtained his ticket should not have allowed the complainant to make use of his ticket to make the purchase. However, a refund was granted for the two tickets and was being processed to his debit card. The complainant replied that he had never asked for a refund. Instead, "I want what we paid for which is tickets to see a Manchester Derby". The matter was then referred to the Customer Services Manager who explained the reasons for the large number of people at the ticket office and reported that all those in the queue had been dealt with by half time. It was pointed out that those who decide not to wait at the ticket office to resolve their issue and leave are not normally compensated. However, in order to resolve the matter in timely manner a refund was given, consistent with the treatment of other supporters similarly affected.

5. The complainant remained dissatisfied and pursued the matter of the responsibility for the problem which was admitted to be an administrative error by the Club. The complaint was escalated to the Head of Ticketing and Membership Services who wrote to the complainant on 6 March. He reiterated that normal practice had been followed in the referral to the ticket office and confirmed that his tickets would have been reprinted had he waited. He repeated the fact that the Club does not normally refund supporters who leave without attending the ticket office, but on this occasion they had done so. On 19 March the complainant said that the complaint was not closed and that he had instructed his bank to return the refund. On 8 April the complainant received a message from the Venue Operations Director, to whom the case had been escalated as under the terms of the Charter. He said that the Club did not want the refund returned and it had not been done so. He concluded, "the club acted

in good faith by refunding your match tickets and I consider the matter closed". The complainant contacted the IFO the next day.

Investigation

6. The IFO carefully reviewed the complainant's submission and the dossier provided by the Club. The Customer Services Manager explained that measures were put in place to restrict the number of tickets allocated to the away team for both the home and away legs (for safety reasons), which presented some challenges with a larger number of tickets to sell in a short period of time. She admitted that on the evening of this League Cup fixture there were large queues at the ticket office, predominantly as a result of late ticket bookings. Fans had been pre-warned and asked to collect their tickets as early as possible. To add to this there were a small number of tickets where the barcode had a slight printing misalignment which prevented them from scanning at the turnstile, though the complainant's tickets did not fall into this category. It was reported that the queues had cleared approximately 30 - 40 minutes into the first half and everyone who got in touch to report an issue was offered either a part or full refund, depending on how much of the game they had missed. The Club had gone further than would normally be the case for supporters who left without waiting to be dealt with and the original sale to the complainant had been in breach of the ticketing regulations. In answer to the IFO's enquiry whether the complaint had been considered by the Appeals Panel, it was explained that this was a ticketing not a disciplinary case. It had been referred to the Legal and Business Affairs team who were comfortable with the resolution, which was "fair and consistent with other complaints from this game".

Findings

7. The IFO can sympathise with the complainant's disappointment that, having driven a long way, he was unable to access the turnstiles, though he was distinctly unwise in not arriving till 5 minutes before kick-off. He was understandably frustrated and pursued his complaint in a belligerent manner. There were two grounds on which the Club might have rejected his complaint. First, although he personally paid for the tickets, he did so via another person's membership card which was against Club protocol. Second, he did not wait at the ticket office for his ticket to be reprinted. Had he done so he would have fulfilled his wish to attend a Manchester Derby, would have seen at least the whole of the second half and would have received a partial refund. The Club showed commendable flexibility in ignoring these two points and went ahead with the goodwill gesture of a full refund. The complainant maintains that he did not ask for a refund but wants tickets for a Manchester Derby. The Club has explained that this is an unrealistic request, as there are fewer tickets available for a Premier League match, but that he could apply for membership which would give him opportunities in the ballot for tickets. The Club has apologised for the ticketing error and made what the IFO finds is a reasonable goodwill gesture in resolution of the complaint.

8. There are two other aspects to the complaint, delay in responding and request for travel costs. The Club did not meet its 15 day target for a substantive response, though the complainant was informed of the progress of his complaint and the negotiations between departments. Part of the reason for the time frame from the match itself to the IFO referral was the escalation process within the Club. The complaint and the Club's response were reviewed by no less than three managers of increasing levels of seniority. The IFO is satisfied that the Club gave due consideration to the complaint and its thorough investigation explains the delays complained about. The complainant asked for reimbursement of his travel and parking costs, which the Club rejected. The IFO can confirm that across football it is not normal practice to meet travel costs, in line with other types of entertainment, for example in the case where a theatre or concert performance was cancelled. The complainant felt that he had grounds for making the request, but the IFO finds that the Club followed accepted practice in rejecting the claim.

Conclusion

9. The complainant was understandably angry about not seeing a Manchester Derby match and he became frustrated by the delays in the complaints process and by the refusal of the Club to meet his demands. As explained in the report, the Club had ample justification for rejecting the complaint, but showed flexibility in providing the complainant with a full refund of the price of his two tickets. The IFO finds that this was a fair and reasonable goodwill gesture and is therefore unable to uphold the complaint.

Professor Derek Fraser, Ombudsman

28 April 2020

Alan Watson CBE, Deputy Ombudsman