



**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: IFO378

A Three-year Ban at Manchester City

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, The Premier League and The English Football League) 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.

The Complaint

2. The Supporter's complaint relates to a ban that they received from the Club for the alleged use of antisemitic language during the Club's home fixture against Tottenham Hotspur FC, on 03 December 2023.

3. The Club imposed an interim ban while it was investigating the matter, following a complaint made by another spectator after the match. The Supporter claimed that

they were coerced by a member of staff into an admission of guilt on the basis that the action taken by the Club would be less onerous as a result.

4. Having had the case considered by the Club's sanction panel, the Supporter received a three-year suspension which was maintained following an appeal. The reinstatement of the Supporter's membership was subject to completion of an educational programme of the Club's choosing and the signing of an acceptable behaviour agreement.

5. The Supporter explained that they were '*upstanding and honest throughout [the sanction process]*' and felt that the Club found them guilty '*without any contact, no meeting, no trial, no way to air [their] views.*'

6. The Supporter claimed that the Club did not take into account that they had been physically and verbally threatened by those that were upset with what the Supporter said at the time.

7. The Supporter was seeking the opportunity to apologise to those that were offended. The Supporter stated that in order to resolve the complaint, they felt that the sanction should be overturned, their ticket and associated benefits reinstated and for the Club to withdraw its labelling of the Supporter as antisemitic.

The Club's Response

8. The Club explained that following the conclusion of their investigation, it had considered the matter in accordance with its bans and sanctions process. The Club stated that it had evaluated the investigation evidence and the Supporter's representations in reaching their conclusion.

9. The Club's sanction panel issued the Supporter with a minimum of a three-year Club ban, fulfilment of which would be subject to the Supporter's completion of an educational programme selected by the Club and the signing of an acceptable behaviour agreement.

10. The Club provided the following information (summarised below) in support of its position:

- Details of its sanctions and appeals process and a timeline of events;
- A report from a witness and the investigation report;
- Copies of the email correspondence between the Supporter and the Club;
- A breakdown of the Club's position, a summary of the rationale from the respective panels and a response to the matters raised by the Supporter in their IFO application form;
- The 2023/24 season ticket terms and conditions, the Supporter Charter;
- 'Premier League Commitment Regarding Discriminatory and Abusive Conduct' document.

11. The Club referenced section 8.9 of the season ticket terms and conditions in support of its position:

'Season Ticket Members agree to conduct themselves at all times in a manner befitting a representative of the Club and agree not to do anything or procure anything to be done that will or is likely to bring the name or reputation of the Club into disrepute. Without prejudice to the generality of the foregoing, the Club does not tolerate abusive, offensive, homophobic, sexual, sectarian, racial or discriminatory behaviour in any form (whether physical, verbal, or other) and any such conduct shall be considered a serious breach of these Season Ticket T&Cs. Any Season Ticket Member who is found or is reported to be abusing any football player, fan, Match official, member of staff or any other individual in or around the Ground will face arrest and prosecution by the police and a banning order by the Club (and/or any other clubs or authorities).'

12. The Club also referred to section 10 of the Club's Ground Regulations:

'Racial, homophobic, or discriminatory abuse, chanting or harassment is strictly forbidden and will result in arrest and/or ejection from the Ground. The Club may also impose a ban for one or more Matches.'

13. The Club referenced the Premier League document dated August 2021, entitled 'Premier League Commitment Regarding Discriminatory and Abusive Conduct', when deliberating on an appropriate sanction. The document provides that a minimum sanction of a three-year ban should apply for:

'[A] Conduct, act or statement that is discriminatory by means of race, religion, gender, sexuality, colour or national or ethnic origin.'

The investigation

14. The IFO has been in correspondence with the Club and the Supporter during the IFO's investigation.

15. The IFO has reviewed the documentation supplied by both parties in support of their respective position. Further information has been requested from the Club, as referenced below.

The chronology

16. The below reflects a summary of the key points in the dispute. The outcome of all IFO cases are dependent on an assessment of the evidence provided by both parties, which the IFO has duly reviewed. However, this adjudication will not comment exhaustively on every point raised by each party.

17. On 03 December 2023, the Supporter attended the match between Manchester City and Tottenham Hotspur in which the alleged offence occurred. The incident was not detected by the Club or reported during the match. The Club noted that the incident was raised via another supporter who provided a witness statement to the Club after the match, at which point an investigation began and the Supporter was identified.

18. The records show that the Club first contacted the Supporter by email, on 07 December, which read:

'[Name]

We've had a complaint regarding a male that was sat in the seat allocated to yourself at the game against Spurs on Sunday. At this point we are trying to identify a male in what looks like a green coat and dark coloured hat on [row number] in [seat number]. The complaint relates to antisemitic language.'

Is that male yourself?

Thank you,

Stadium Security'

19. On 07 December the Club wrote to the Supporter, saying that they suspected the Supporter had used *'inappropriate and antisemitic language'* and that an indefinite ban was in place whilst the incident was being fully investigated by the Club. The document presented the words allegedly used by the Supporter and noted that *'such behaviour is totally unacceptable at MFCFC.'* Accordingly, the Club implemented an interim ban and invited the Supporter to send any representations they may have had, in response.

20. The parties exchanged nine emails on 07 December about the allegation, the process of investigation and to organise a call between the parties for the following day.

21. Following that call, the Supporter emailed the Club to thank the named member of staff for their time and consideration. The email included an attachment with the Supporter's response to the allegations referred to in paragraph 19. Within the email, the Supporter stated:

'My apology is unreserved to the individuals to whom I have caused so much offence and I hope that you are able to pass that on for me. I am truly sorry to them and the wider community and devastated that seconds of madness on my part will be, in effect, life changing.

Thank you again and anything you can do to support my apology and exemplary track record as a supporter of my club would be truly appreciated.

I hope I am able to join you soon at The Etihad and thank you personally and apologise to those I have upset so much.'

22. The Club acknowledged receipt of the email on the same day and stated that it would keep the Supporter updated on the progress of their case. In response to other emails sent by the Supporter on the 08 December, the Club responded to the Supporter's questions about the process and noted that that any potential sanction would depend on the outcome of the investigation.

23. The parties exchanged further emails throughout December. On 15 December, the Supporter explained that they had called the Club earlier that week and had not received a call back from a manager that had been promised. They also claimed that their ticket remained *'live'* in their Apple wallet, they had been sent details from the Club about an upcoming FA Cup match, a direct debit payment had been taken by the Club and they had received a *'gift'* from the Club. The

Supporter explained the negative impact the case was having on their mental health.

24. On 10 January 2024, the Club responded to the Supporter saying that a file had been submitted to the management team and they should expect a hearing to be scheduled the following week, with the Supporter kept up to date with whatever was decided.

25. On 17 January, the Club emailed the Supporter informally to tell them they had received 'a 3yr ban plus an educational programme.' The Supporter was notified that a formal letter would be sent out and there would be an opportunity to appeal. The Club noted that the panel 'used the guidance from the Premier League which states that 3yrs is the minimum ban for discriminatory incidents.'

That same day, the Supporter emailed the Club expressing dissatisfaction with the outcome and requesting contact details for them to lodge an appeal:

'I was set a trap by you and the Club and have been treated like a common criminal by you all despite my efforts to prove my sorrow for venting frustration and for being honest.'

26. The Club responded later the same day (17 January):

'As stated, – I will forward the formal letter as soon as in receipt of it.

I have afforded you the common courtesy of updating you, which is not club protocol, but I have decided it was the right thing to do. I know you will be very disappointed and angry; however I take offence at the suggestion that I have been anything other than totally fair, honest, and transparent throughout these proceedings. Furthermore I get no pleasure from banning any City fans.'

27. The Supporter apologised by email eleven minutes later, explaining that they felt the way they had been approached was 'sneaky' and left them open to 'insane injustice.' The Supporter also mentioned the negative impact this had on their mental health and thanked the Club for its efforts. The Club acknowledged the email later that day and noted that the member of staff responding would chase the Club for the formal letter. It also explained that the Supporter could appeal and take their case to the IFO, if they disagreed with the Club's decision.

28. The Supporter received a sanction letter via email from the Club dated 29 January. The letter explained the sanction panel's findings and rationale and informed the Supporter about their right to appeal.

29. The Supporter provided a copy of the email containing their appeal letter, dated 29 January. The Club confirmed receipt of the appeal on the same day and explained that the document would be shared with the appeal panel when convened to reconsider the case 'in the near future.'

30. The Supporter emailed the Club on 05 March, for an update on the progress of the appeal. By reply, sent within two hours, the Club explained that the appeal panel had met on 01 March and that a letter was being drafted to send to the Supporter.

31. The Club emailed the Supporter the appeal panel decision letter on 14 March. The letter explained the grounds for the appeal panel hearing, a summary of the information considered, the decision and the basis for the original decision being upheld.

32. The Supporter emailed the Club on 07 April, having reflected upon the contents of the appeal panel letter. The Supporter remarked that they did not use antisemitic language, had not admitted to doing so and yet had still received a ban. The Supporter noted that they had been threatened verbally and physically on the day of the incident, which the Club had not addressed. The Supporter requested a meeting to present their case.

33. The Club responded, explaining that it was unable to offer a meeting and that the panels had reviewed all correspondence and made their decision. The Club signposted the Supporter to the IFO. The Supporter also informed the Club that they wished to lodge a complaint about supporters that were sitting approximately four rows in front of them that 'used foul and abusive language' and made threats to the Supporter's safety.

34. An undated email from the Club (believed to have been sent on or after 08 April), addressed the Supporter's query about the threats received:

'In relation to any threats or similar, our enquiries have failed to establish anything untoward occurred. We have obtained accounts whereby a supporter has told you to 'Pipe down' following what you said and someone else stood up to say it was 'the heat of the moment' in what appeared to be an attempt to calm everyone down and prevent any fall outs or further disputes. Without anything to the contrary we are unable to progress your allegation further however should anything further come to light – from any independent source we will.'

The IFO's findings

35. The IFO has considered the evidence provided and the representations made by both parties and will deal with each issue under separate headings, below.

The incident and investigation

36. The Club explained that on the evening after the match, a report had been received from a spectator who stated that during the match they had witnessed another supporter stating loudly:

'Yid Army, stick that in your repertoire you baby killing bastards.'

37. The Club clarified to the IFO that after the Supporter had been identified as the person that shouted the above, the Supporter was issued with an interim ban, pending the outcome of the investigation. The Club provided details of an investigation which took place after receiving the witness's report, which itself was also provided. The Club stated that the Supporter admitted, during a telephone call on 08 December, to using the words above, as per paragraph 36. The Supporter denied that they had conceded, in the telephone call or otherwise, to having shouted the above words.

38. The IFO asked the Club about whether the call was recorded and whether a contemporaneous note of the telephone call was taken. The Club confirmed that it was standard Club practice not to record telephone communication with supporters and indeed, there was no recording of the telephone conversation in question.

39. Nevertheless, the Club stated that they have '*a digital log of notes of telephone and email communications are kept via an online platform.*' The IFO viewed a handwritten record of the conversation which the Club stated was taken at the time of the call, which noted the Supporter admitting to the allegations during the call.

40. Given that no call recording was taken, the IFO notes the two conflicting accounts of the discussion. The parties' written recollections have been weighted accordingly in reaching a conclusion. If, as a matter of policy, the Club opt not to record telephone calls with Supporters, it is good practice to take and retain contemporaneous notes, as occurred in this instance.

41. Following the call on 08 December, the Supporter emailed the Club with a document attached, forming their response to the allegation. Within the body of the email, the Supporter thanked the member of staff for their time. Although the Supporter referred to the call on 08 December, there was no reference to or indication of any inducement or coercion that may have occurred during the call, as the Supporter alleged, either within the body of the email or the attached letter in response to the allegations they faced.

42. Within the letter, the Supporter commented:

'I begin by making an unreserved apology to the individuals who complained, and whom I have clearly offended and to my club, Manchester City. My language was certainly inappropriate, and I understand why it could be seen as antisemitic, but I assure you it was not meant that way whatsoever.'

The Supporter provided a further explanation about the time leading up to the incident. The letter described having heard offensive chants from opposition supporters and the Supporter said they found themselves '*caught up in that.*'

The Supporter added:

'I wish I hadn't said what I said regards the poor lives that have been lost in the devastating Gaza conflict and I feel devastated for all those affected on both sides.'

The letter concluded with information about the Supporter's history supporting the Club and the impact a ban would have on their mental health.

43. The IFO considers that, on the balance of probabilities, having considered the above, the Supporter's comments amounted to an acceptance that they had shouted a phrase that was offensive and could have been considered antisemitic in nature. On this basis, the IFO feels that the Club were entitled to investigate the matter and issue a sanction due to a breach of the Ground Regulations and the season ticket terms and conditions. The Supporter has had the opportunity to provide their specific recollections of what they shouted, to counter the allegations, but opted not to do so.

The initial sanction

44. The Club's Supporter Charter contains the sanctions and banning policy. The IFO has had sight of the Club's investigation report, which comprises the third party supporter's witness statement, details about the Club's findings and details about their assessment of the evidence in respect of the allegations.

45. The IFO is satisfied that the Club is entitled to consider the phrase referred to in paragraph 36 and the acknowledgment from the Supporter that the words shouted were offensive, falls under the conduct identified as being in breach of the terms and the Ground Regulations, as per paragraph 12.

46. The IFO has cross-referenced the investigation details, the composition of the sanction and appeal panels with the Club's terms of reference for the investigations, bans and sanctions group and has determined that the sanction policy undertaken was broadly consistent with process.

47. The Club were transparent during their process, sharing the allegation with the Supporter at the outset and providing details about the process that would follow, firstly in the initial letter to the Supporter dated 07 December and all subsequent written contact, as well as their rights to appeal and pursue their complaint with the IFO.

48. In its deliberations, the IFO is satisfied that the sanction panel has considered the Supporter's mitigation, remorse and supporting evidence when deliberating, deciding a the three-year ban, educational course and signing of an acceptable behaviour agreement to be appropriate.

49. The Club's sanction policy contains a matrix of offences and a guide to the period of suspension that such offences may carry. The document contains a caveat that the sanctions listed are used as a guidance only. The charter also states:

'...we reserve the right to suspend a supporter's account whilst an investigation takes place.'

50. The Supporter's alleged actions fell within the 'discriminatory behaviour/activity' category, which the IFO does not consider to be an inequitable assessment, on the balance of the evidence.

51. The IFO has had regard to the sanctions tariff and noted that the offence the Supporter was alleged to have committed attracts a ban of between one year to an indefinite period. Given the evidence which the IFO has considered on the balance of probabilities and the Supporter's acceptance that they were in breach of the Ground Regulations, the IFO is satisfied that the Club was entitled to impose such a sanction.

52. The IFO has noted that the Supporter has apologised and offered to do so personally, both to Club officials and those who were presented and affected by what they said. Notwithstanding the outcome of the case, the IFO considers that the respective panels could have taken the opportunity to facilitate some form of restorative justice, which might have been helpful to the parties affected and the Supporter, for example by conveying the Supporter's remorse. The IFO appreciates that the witness in particular, may have elected to reject the Supporter's apology,

but could have been given choice which may also have given an additional mitigation. However, having said that, the IFO is satisfied that the Club have explained the basis behind the panel's decision, the processes considered and the mitigating and aggravating factors which guided their decision, both to the Supporter and the IFO.

The claim of coercion

53. In their application form, the Supporter claimed that they had been coerced by the Club into making an admission of guilt and offering an apology on the basis that if they did, they would '*get a slap on the wrist at worst.*' The Club strongly refuted the Supporter's claim.

54. A reference to the telephone call on 08 December was made in the Club's timeline of events. They noted that a call was made by the Club to the Supporter '*at approx. 9:25 am...*' This was supported by the contemporaneous note, which was noted at 9:25.

55. The IFO expects remorse and an apology to be considered as an alleviating factor when considering a sanction, with weighting appropriately ascribed. However, the IFO does not feel that this would provide mitigation for shouting something which is deemed offensive or discriminatory. The evidence shows that the sanction panel were informed of the Supporter's feelings about the incident, and character testimonials were considered.

56. The IFO has noted that the Supporter did not offer an alternative version of the phrase they were accused of shouting, in paragraph 36, although they recognised that the offensive language used was in the context of the conflict in the Middle East. Notwithstanding the Supporter's initial remorse and apologies, after the Supporter received notice of the initial sanction, they told the Club that they felt the language used '*was not discriminatory and is as big as an injustice as imaginable.*'

57. In their appeal, the Supporter stated that they had not admitted to using the words the Club alleged, although they considered that the language used was offensive, which is a breach of section 8.9 of the season ticket terms and conditions.

58. In their letter of appeal, dated 29 January, the Supporter referred to the manner of the initial contact from the Club, referring to the Supporter as [the name given], which made them feel anxious, given that the Supporter stated that it is a name they are only called by close friends. The Club addressed this in the appeal panel decision letter, dated 14 March. Regarding that specific point, the Club wrote:

'Additionally, you raised the fact that in the message to you from the Club on 7 December 2023, it addressed you as [the name given]. The reason is that this is the reference name that you had provided to the Club with respect to the seat that was allocated to you by the Club.'

59. The IFO noted that a member of Club staff that had been in regular email contact with the Supporter, firstly to investigate the matter and then to keep the Supporter updated with developments. The staff member acknowledged during correspondence with the Supporter that this went outside of the Club's policy. Having reviewed the correspondence records, the IFO does not consider that there was any negative impact from the email discussions, quite the opposite, as the

correspondence could be considered good customer service and may have alleviated a worrying situation for the Supporter.

Gift received during ban, payments made, and the Supporter's complaint

60. The Supporter was dissatisfied that they continued to receive a gift and correspondence from the Club during the period of suspension '*as if nothing happened*'. Furthermore, the Supporter explained that the Club continued to take payment towards their season ticket and an FA Cup fixture, which has never been refunded.

61. The Club referred to section 8.13 of the season ticket terms and conditions which states:

'The Club reserves the right to refuse entry to/eject any person from the Ground who (in the Club's reasonable opinion) attempts to undertake any action in contravention of clauses 8.9 and/or 8.10 and to withdraw or suspend the individual's Season Ticket at the Club's discretion (and no refund will be given).'

62. Part three of the season ticket terms and conditions covers the cup scheme and provides the following:

'3.2. In respect of the process for home Matches:

a. the Club will automatically collect payment for tickets to home Matches in the relevant Cup Competition on or around the date on which tickets go on general sale using the payment details provided by the Cup Scheme Season Ticket Member to the Club (which must be either credit or debit card payment details) and the Season Ticket Member authorises the Club to do the same. Once payment has been collected, no refunds will be given.'

63. The IFO noted that the Supporter referred to payments taken during the period in which the interim ban was in place. The terms and conditions are clear in this respect, as above. The nature of a fair appeal is that it allows the possibility of a sanction being overturned and as such, any memberships or subscriptions would recommence. It is understood that this is why the Club do not cancel/withdraw supporters' access until the outcome of an appeal. However, it is likely that during the interim period of suspension, the Club could have sold tickets for the Supporter's seat, in effect receiving the benefit of having received two payments for the seat. Following publication of the draft adjudication, the Club provided clarification around this point:

'...during the interim period of suspension, the Club did not sell tickets for the Supporter's seat and so did not receive two payments for the seat. The Supporter's seat remained unsold during the full interim period of suspension which is in line with Club practice at the time.'

While the above is noted, the IFO has recognised instances involving other clubs whereby the club concerned has been prepared to entertain refund requests, in doing so, deducting an appropriate administration charge from the Supporter. Ultimately, a decision whether to refund the Supporter is at the Club's discretion, given the contents of the terms and conditions, as per paragraph 62.

64. The Club commented on the Supporter's claim that gifts were received during the period of suspension:

'...this was delivered as standard to all Club season ticket holders who opted in to receive such a gift and will have been distributed automatically to in celebration of the treble victory.'

65. Based on the above, the IFO considers the gift as a benefit of being a season ticket holder. While the Supporter may have been aggrieved had they not received the gift; having opted-in to receive it, they were still a season ticket holder during the period of interim ban. Given that it is understood that there was no charge in receiving the gift, the IFO does not feel that receipt of the gift has caused detriment. Nonetheless, the Club may wish to consider temporarily removing or suspending supporters that are subject to an interim ban from any live mailing lists they may have, for the duration of their interim ban, if they have the facility to do so.

66. The Supporter explained that they were *'threatened... physically and verbally.'* The Supporter felt that the Club disregarded their complaint about the abuse received. The IFO considers that the Supporter's allegations would not act in mitigation of the offence and should be considered separately to the offence of which they were charged by the Club.

67. In their letter of appeal to the Club dated 29 January, the Supporter first noted the actions of others which left the Supporter *'fearful for my safety.'* The Supporter stated that they told the Club's member of staff over the telephone but hadn't put it in writing earlier as they did not wish them *'to face any punishment'* for how afraid the Supporter was and the impact it had on their mental health.

68. On 07 April, following receipt of the appeal panel decision to uphold the sanction, the Supporter emailed the Club and explained:

'I was threatened verbally and with a threat of physical violence on that day, nobody has addressed this with me or several other concerns I have about this case and the club.'

69. In email reply, dated 08 April, the Club referred the Supporter to the IFO, noting:

'We are unable to offer you a meeting in relation to this matter. All correspondence between you and the club has been provided to both panels, which has been considered by the panels when reaching their decision.'

70. The Supporter emailed back and in the final, undated email of the correspondence records the Supporter provided, stated:

'In relation to any threats or similar, our enquiries have failed to establish anything untoward occurred. We have obtained accounts whereby a supporter has told you to 'Pipe down' following what you said and someone else stood up to say it was 'the heat of the moment' in what appeared to be an attempt to calm everyone down and prevent any fall outs or further disputes. Without anything to the contrary we are unable to progress your allegation further however should anything further come to light – from any independent source we will.'

71. Given that the Club has demonstrably investigated the Supporter's complaint, the IFO deems that the Club undertook a proportionate investigation and declined to take the matter any further forward, given their findings. The IFO considers it reasonable that in the absence of any corroborating evidence, the Club did not investigate the Supporter's allegations further. The IFO noted that the Club may have communicated this to the Supporter earlier, although the IFO has not identified a level of Supporter detriment that would require a recommendation in this respect.

The appeal

72. In their application form, the Supporter claimed that they did not have the opportunity to air their views, given that there was no face-to-face meeting. The IFO has noted that the Club's Supporter Charter does not provide an expectation that there would be a meeting with supporters that are subject to a sanction or have appealed.

Section 6 of the *Sanction and Bans* segment of the Supporter's Charter states:

'All formal correspondence shall be provided to the supporter via post or email and sent to the details which are registered on the supporter's account.'

73. The Supporter was informed that their appeal representations would be sent for consideration by the appeals panel, in an email dated 17 January:

'As stated [the member of staff] will chase them up for the formal letter – You then formally request an appeal and add any additional comments, representations you wish - it will go to an appeal panel for them to reconsider...'

74. The Club's process provides a right to appeal the sanction. The Supporter felt that they were not afforded the opportunity to air their views. Having considered that an opportunity to appeal is a part of the process and that the Supporter lodged an appeal the day after receiving notice of the sanction, the IFO believes that the Supporter had opportunities to address the allegations faced, provide their account and offer any mitigation. The IFO does not find that the constitution of the appeal impinged the Supporter from airing their views and presenting their response.

75. Face-to-face meetings are not built into the Club's policies. Given the prevalence of virtual meeting technology, the Club may wish to consider, where appropriate, including virtual meetings in the appeal hearing process. Nonetheless, in this instance, there is no evidence or indication that the absence of an in-person representation has or would have impacted the Club's decision in this instance.

76. Notwithstanding the above, if the Club maintains its position to not offer personal hearings as a standard position, the Club may have explicitly communicated this to the Supporter.

77. Alongside this, the Club may wish to make clear to supporters that they need to include all relevant evidence in their written statements to the Club, so that they can make as strong a case as possible in writing. The Club could, for example, provide a template on which supporters are to lodge their defence, making it clear that only that document, and perhaps accompanying emails, will be considered by the

panels. Notwithstanding the above, the onus remains on supporters to present their appeal representations.

78. In their appeal letter to the Club, dated 29 January, the Supporter stopped short of admitting to shouting the words of which they were accused, although they did recognise that the language used caused offence. Given that the Supporter acknowledged that their language could be deemed to be offensive and could have been considered antisemitic, the IFO considers that the Club were therefore entitled to consider a breach of the terms and conditions and that the sanction panel's decision should be upheld.

79. In their letter to the Supporter dated 14 March, the Club shared the factors in which the panel considered in reaching the decision. The letter referred to both mitigating and aggravating factors that were considered. The IFO noted that the Club signposted the Supporter to organisations that can help the Supporter with their mental health.

Summary

80. The IFO emphatically supports the Club's and Premier League's zero tolerance approach to behaviour considered discriminatory. Given the IFO's assessment of the case evidence, no recommendation will be made for the Club to re-consider the sanction.

81. The IFO is satisfied that the Supporter's mitigations were taken into account during the process and finds that the Club concluded that these were outweighed by other factors, which has been explained and noted. The IFO has made reference to the potential for some element of restorative justice, given the Supporter's apology and this is something that the Club may wish to consider in cases such as these, but given the IFO's assessment of the incident and mitigations, the IFO will not be making any formal recommendation on this point in this instance.

82. In relation to the refunds for the sums outlined above, the Club have made reference to the terms and conditions under which it is not obliged to refund such sums and the IFO does not consider that there is basis to make a formal recommendation about the Supporter's request for a refund. Nonetheless, the Club may wish to take onboard the IFO's observations from paragraph 63, relating to refunds.

83. Having due regard to the Supporter Charter document, containing a section on sanctions and bans, the IFO noted that the sanction was one in which the Club were entitled to consider and the way in which the conclusions were reached had been shared with the Supporter at each point of the process. The IFO recognises that upon lapse of the ban, the Supporter is required to undertake an educational programme and sign an acceptable behaviour agreement, which are envisaged within the information that the Club has published.

84. In reaching its conclusions, the IFO has reviewed the comments made by both parties and have sought counsel from members of its Advisory Panel, Alan Watson CBE and Mark James, Professor of Sports Law at Manchester Metropolitan University.

Comments from the parties on draft adjudication

85. Both Parties have made comments on the draft adjudication which have, where appropriate, relating to clarifications or where the IFO believes amendments to the original are reasonable based on the submissions of the relevant party, been incorporated into the text above. Further submissions have been made which do not relate to the factual content, which have also been considered.

Comments from the Club

86. In paragraph 13, the Club referred to the '*Premier League Commitment Regarding Discrimination and Abusive Conduct*'. The Club felt that the document is more prescriptive in nature than the IFO stated and offered more affirmative wording to reflect the tone of the document. Upon review, the IFO agrees that the interpretation of the '*Premier League Commitment Regarding Discrimination and Abusive Conduct*' is more rigid than initially stated. Consideration was given to section D7 of the document which states that the sanctions named *should* apply. Although this is a subjective point, an amendment to paragraph 13 has been made.

87. The Club referred to paragraph 27, noting that the Supporter apologised by email eleven minutes later, rather than the nine minutes stated in the draft adjudication. The IFO acknowledges the factual error identified by the Club. After verification, an amendment from 'nine' to 'eleven' has been made.

88. In respect of paragraph 63, the Club clarified that during the interim period of the Supporter's suspension, the Club did not sell tickets for the Supporter's seat and therefore did not receive two payments for the seat. The Club explained that the seat remained unsold during the full interim period of suspension in line with the Club's practice at the time. The Club proposed the removal of the sentence beginning with '*However...*' The IFO acknowledges the Club's clarification around the re-sale of the Supporter's seat during the period of the interim suspension. The IFO considers this to be key information and instead of proposing the removal of the sentence referred to the IFO has added the Club's clarification, so as not to dilute the context of the paragraph.

89. The Club proposed to correct paragraph 72 from 'Section 5' to 'Section 6'. The IFO acknowledges the factual error identified. After verification, an amendment from '5' to '6' has been made.

90. The Club offered to continue to engage fully with the IFO to discuss any further clarifications required.

Comments from the Supporter

91. The Supporter referenced paragraph 43 and paragraph 56 and stated that they do not recall being asked for their account of exactly what was said and therefore considered that they cannot see how they opted not to provide their own account. The Supporter explained:

'...following the constant chanting of "Yid Army" by the Tottenham supporters at the match', they remember noting in a telephone conversation with the

Club's Supporter Compliance Manager that they stated at the time: *'How can you say that, there are children dying in Gaza.'*

The IFO does not consider that the Supporter's comments in respect of their account require a change in the adjudication and notes that the appeal and correspondence offered them the opportunity to provide their version of events, if they differed from those alleged by the Club.

92. The Supporter suggested that other Manchester City supporters around them misheard what the Supporter said, given that there *'was a great deal of shouting all around, as is common at football matches.'* The Supporter stated that physical threats were made against them due to other supporters mishearing what the Supporter said, which in their opinion was because they were too far away from the Supporter at the time. The IFO deems that the matter has been considered in full by the Club in accordance with their published policies and has not further comments in relation to this point.

93. In reference to paragraph 70, the Supporter stated that they were threatened and verbally abused. The IFO noted the Supporter's remarks in this respect and notes that this broadly reflects the written quote from the Supporter in paragraph 70.

94. The Supporter stated that in their opinion, their comment was not antisemitic, although they *'can appreciate how it could have been interpreted that was especially if misheard.'* The IFO recognises that this has been considered in paragraph 42.

95. The Supporter explained that they *'remain apologetic to anyone who may have been offended'*, noting that they *'would never wish to offend anyone'*. The Supporter remarked that they welcome the opportunity to offer their apologies and an explanation. The IFO notes the Supporter's comments and that this had been considered within the adjudication and as such, no alterations are required.

96. The Supporter referred to their specific mental health conditions and offered to discuss what more could be done by the Club and the football community to help others like them with their mental health. The Supporter wished to note that they felt heartbroken when the club signposted them to organisations that may be able to help them. The Supporter also provided the details of a health professional that the IFO could reach out to *'for discussion or reference, if required.'* The IFO acknowledged the Supporter's request, although this is an aspect which is outside of the remit of the scheme and the IFO will not comment any further on this point.

Conclusion

97. Following an assessment of the comments from both parties, the IFO does not find grounds to uphold the case in the Supporter's favour. The IFO has not found a basis to make any formal recommendations to the Club in respect of the consideration of the Supporter's complaint or the application of the sanction, for the reasons set out above.