



**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: IFO1179

An indefinite suspension imposed by Harrogate Town AFC

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.

Introduction

2. This is the adjudication of the Independent Football Ombudsman following a complaint submitted by the Claimant regarding an indefinite Club ban issued by Harrogate Town AFC (the Club) on 18 December 2025.
3. The Claimant disputes the fairness of the process adopted by the Club. The Claimant confirmed that they were not asking the IFO to determine whether the ban itself was justified, but whether the Club followed a fair process.

4. The IFO has reviewed the documentary material submitted by the parties, including written statements and correspondence files, and has met with both parties to hear their accounts.
5. This adjudication sets out the complaint, the Club's position, the chronology, the evidence considered, the IFO's findings, and its conclusion.

The Complaint

6. The Claimant stated that they received notification in December 2025 that their season ticket had been cancelled and refunded, and that they were subsequently provided with a letter confirming an immediate sanction.
7. The Claimant asserted that the sanction was imposed without a prior investigation meeting, safeguarding assessment, disclosure of evidence, or opportunity to respond.
8. The Claimant further stated that, on 20 December 2025, they requested disclosure of material including CCTV footage, still images, witness statements, details of the specific conduct alleged, incident reports, and confirmation of the regulations said to have been breached.
9. The Claimant said that the Club's response was that the relevant information would only be shared immediately before the appeal hearing scheduled for 8 January 2026, and that any further questions could be asked during that meeting.
10. The Claimant contends that this did not provide them with reasonable time to prepare and was contrary to procedural fairness.
11. The Claimant also raised concerns that:
 - o the appeal panel was not constituted in accordance with the Club's published process;
 - o the Club relied upon historic or "spent" matters;
 - o the Club referred to matters not included in the original ban letter;
 - o the appeal meeting was curtailed;
 - o they were not provided with appeal notes;
 - o the cancellation of a companion ticket affected other family members;
 - o a separate complaint they had made about player abuse directed towards them had not been considered.
12. The Claimant seeks a fair appeal process involving an independent party, together with an apology and compensation.

The Club's Response

13. The Club's position is that the indefinite ban was imposed in the context of a prolonged pattern of conduct concerns dating back several years.
14. The Club stated that the Claimant had previously received Club bans in 2019, 2020 and 2022, and that it holds evidence and correspondence relating to conduct concerns between 2019 and 2025.

15. The Club relies on the fact that the Claimant had signed two Acceptable Behaviour Contracts, including one with both the Club and North Yorkshire Police in December 2021.
16. The Club said the later contract required the Claimant not to abuse stewards, staff or security, not to incite others to act aggressively, not to encourage conduct falling below the Club's Code of Conduct, and not to engage in disorder or abuse towards away supporters.
17. The Club considers that the Claimant's subsequent conduct breached those requirements, as well as the Club's Supporters' Code of Conduct.
18. The Club refers to several concerns during 2025, including behaviour connected to the "silence the Kop" campaign, complaints arising from fixtures, social media activity, concerns about the manager and Club staff, and complaints from other supporters.
19. The Club also relies on the Accrington fixture on 9 December 2025, where it says the Claimant beckoned a player towards them and held him while another supporter verbally abused the team and manager.
20. The Club explained that, following this incident, the Club's Safeguarding Team met to review the wider situation. The Club also consulted the EFL's Head of Safety, North Yorkshire Police's Dedicated Football Officer team, and representatives of the Football Supporters' Association.
21. The Club's position is that the Claimant had become a leading influence within an emerging risk group informally known as "BAB", whose conduct it says had caused concern to staff, players, volunteers and other supporters.
22. The Club stated that it had previously attempted to deal with the matter through warnings, Acceptable Behaviour Contracts and earlier reviews of sanctions, but that those measures had not resolved the concerns.
23. The Club therefore maintains that the indefinite ban was reasonable and proportionate in order to protect staff, volunteers, players, supporters, the Club's reputation, and the safety and enjoyment of those attending home and away fixtures.

The Chronology

24. On 9 December 2025, the Club says that an incident occurred at the Accrington fixture involving the Claimant and a Harrogate Town player. The Club's position is that the Claimant beckoned the player towards them and held him while another supporter verbally abused the team and manager. The Claimant denies verbal abuse, aggression, or holding the player against his will, and says that the CCTV clip shown at the appeal hearing depicted a handshake and no aggressive behaviour.
25. Following that fixture, the Club's Safeguarding Team met to consider the incident in the wider context of its concerns about the Claimant's conduct. The Club says those concerns included previous sanctions, the Claimant's Acceptable Behaviour Contract, social media activity, complaints from

supporters, and the Club's view that the Claimant had become a leading influence within an emerging risk group known as "BAB".

26. The Club confirmed that it also discussed the matter with the EFL's Head of Safety, North Yorkshire Police's Dedicated Football Officer team, and representatives of the Football Supporters' Association before deciding that an indefinite ban was proportionate.
27. On 18 December 2025, the Club issued the Claimant with an indefinite Club ban.
28. The Club's letter of 18 December 2025 stated that, as part of the Club's banning procedure, the Claimant was entitled to attend a hearing, reply to the allegations, provide evidence, and offer mitigation and character references. It also stated that the Club would put forward the evidence relied upon and proposed a hearing on 8 January 2026.
29. On 9 January 2026, the appeal hearing took place and the sanction was upheld unanimously by the panel. This was communicated to the Claimant on 28 January.
30. The Claimant remained dissatisfied with the process, including the evidence disclosure and the panel composition. They subsequently referred the matter to the IFO.

Evidence Considered

31. The parties have set out their positions in their respective submissions and in the correspondence to which they refer. The IFO has reviewed the material submitted, but does not need to deal with each and every dispute of fact in this adjudication. Of particular note are:
 - Application Form;
 - The Club's Response;
 - The correspondence file;
 - The Acceptable Behaviour Contract signed in December 2021;

The Investigation

32. The IFO reviewed the written statements provided by both parties, as well as arranging separate meetings with each to hear both accounts in more detail.
33. The IFO spoke to the Claimant, who explained that their primary concern was the fairness of the process. They asked the IFO to determine whether the Club had followed a fair process.
34. The Claimant denied the core allegations against them, including verbal abuse, aggressive behaviour, and holding a player against their will. They also disputed the Club's reliance on certain historic matters.
35. The IFO reviewed the Club's published policies and the correspondence issued to the Claimant.

36. The IFO also considered the Club's stated rationale, including its reliance on previous conduct concerns, the Acceptable Behaviour Contract, the Supporters' Code of Conduct, the Sanction Process, and its assessment of ongoing risk.

The IFO's Findings

The Club's policies and previous context

37. The Club's Supporters' Code of Conduct states:

'Harrogate Town AFC expects all of our supporters to conduct themselves in a way that represents the values of the Club. Conduct which jeopardises the safety and enjoyment of others or is likely to bring the Club into disrepute is not acceptable and will not be tolerated.'

38. The IFO is satisfied that the Club makes its expectations reasonably clear to supporters.

39. The Club's Sanction Process explicitly provides for consideration of previous offences:

'Examples of the factors which may be considered by the sanction panel when applying any sanction shall include but not be limited to: any previous offence committed by the supporter, any sanctions that have been applied by other football clubs, age of the supporter, multiple offences committed in one incident, safety risk to other individuals and intent. The panel will also consider any reasonable mitigation offered forward by the supporter when deciding the level of sanction applicable in the circumstances.'

40. Despite the Claimant's belief that previous matters should not be relevant, the IFO is satisfied that the Club is entitled to consider these as part of the context of a subsequent incident.

41. The Claimant had previously signed an Acceptable Behaviour Contract on 27 December 2021, which required them not to abuse stewards, staff or security, not to incite others to be aggressive or volatile, not to encourage conduct falling below the Club's Code of Conduct, and not to engage in disorder or abuse towards away supporters.

42. The Acceptable Behaviour Contract also stated:

'Please adhere to this Acceptable Behaviour Contract. Failure to do so will result in a permanent ban from Harrogate Town AFC'

43. The IFO is satisfied that the Club was entitled to treat the Acceptable Behaviour Contract and the Claimant's previous history as relevant context. The Club did not rely on historic matters simply to punish the Claimant again for past conduct, but as part of its assessment of ongoing risk, proportionality, and whether previous interventions had resolved the concerns.

Appeal process

44. The Claimant stated that they were not provided with adequate disclosure before the hearing, that the appeal panel was not properly independent, and that the Club should have postponed the hearing when they requested a change of date at short notice.
45. The Sanction Process states that a supporter may request the evidence on which the Club has relied, subject to data protection considerations. The IFO recognises that, where possible, evidence should be shared sufficiently in advance to allow a supporter to prepare. However, disclosure may properly be limited by confidentiality, safeguarding and data protection obligations.
46. In this case, the Club gave the Claimant the opportunity to attend a hearing, answer the allegations, provide evidence, offer mitigation and ask questions.
47. The Sanction Process provides that an Appeal Panel will consist of at least two senior Club employees and one independent third-party member. The Club's correspondence referred to three independent Harrogate Town AFC Club representatives. That wording was not ideal, and more precise language could have been used. However, the IFO has not seen sufficient evidence to conclude that the panel was constituted in such a way as to render the process unfair.
48. Taken overall, the IFO is satisfied that the Club took reasonable steps to allow the Claimant to put forward their case.

Proportionality of the sanction

49. The IFO has also considered whether the sanction was within the range of reasonable responses open to the Club.
50. The Club's Sanction Process sets out 'Offence Groupings and Potential Sanctions'. Group D offences include "aggressive language and/or behaviour". This offence incurs a sanction ranging from "a 1-3 Match Suspension through to an Official Club Lifetime Ban".
51. The Club imposed an Indefinite Suspension, which falls within the stated range of sanctions available to it.
52. Additionally, as stated above, the Acceptable Behaviour Contract signed by the Claimant warned that non-compliance would lead to a permanent ban.
53. The Club recorded that it had discussed the position with relevant football and policing stakeholders before deciding that an indefinite ban was proportionate.
54. The IFO is satisfied that, in light of the evidence before the Club and the terms of its published policies, an indefinite suspension was within the range of reasonable sanctions open to it.

Comments from the Parties on Draft Adjudication

55. Upon circulation of the draft adjudication both parties were invited to make comments as to any error of fact. The Club provided comment, clarifying that part of the chronology referred to an incident outside of the subject matter of this adjudication. These references have been removed.
56. The Supporter has also made comments, which are duly noted, however, since these did not relate to any factual elements of the draft adjudication, they have not been responded to specifically within the final adjudication.

Conclusion

57. Having reviewed the available material, the IFO is satisfied that the Club acted reasonably throughout.
58. The Club had published policies in place, including a Supporters' Code of Conduct and a Sanction Process. Those policies gave the Club discretion to act where conduct created risk to safety, enjoyment, reputation or order, and to take account of previous conduct, prior sanctions, risk, intent and mitigation.
59. The Claimant had previously signed an Acceptable Behaviour Contract and had been clearly informed of the behavioural standards expected and the consequences of breach.
60. The Club's decision was not made in isolation. It was taken against a background of previous interventions, continuing concerns, and the Club's assessment that earlier measures had not resolved the risk, which the IFO finds it was entitled to do.
61. The IFO accepts that some aspects of the Club's correspondence could have been clearer, particularly in relation to the description of the appeal panel. However, those matters do not amount to procedural unfairness sufficient to undermine the Club's decision.