

IFO

THE INDEPENDENT
FOOTBALL OMBUDSMAN



Chartered Trading
Standards Institute
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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: 18/05

REFUSAL BY BRIGHTON AND HOVE ALBION TO UPGRADE CHILD TICKET

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. 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 the full cooperation of Brighton and Hove Albion FC.

The Complaint

3. A Brighton season ticket holder complained that the Club have deprived him of the opportunity to upgrade his daughter's season ticket to a full adult ticket.

The facts of the case

4. The complainant and his daughter, now aged 17, have held season tickets at Brighton since 2011. During that time he has regularly upgraded his daughter's under 18 ticket to an adult ticket by paying the difference in price. In November 2017, when he again sought to upgrade the ticket, the Club told him that he could no longer do so as the ticketing terms and conditions had changed for the current season. On 7 November the Club sent him a copy of a document which, they said, had been sent to all supporters who had previously upgraded season tickets. The document explained that during 2017/18 junior and concession season ticket holders could upgrade to a higher band only for a maximum of six matches, and it was no longer possible to upgrade the ticket in full.

5. That same day the complainant replied asking for a list of information/documents relating to ticket prices and conditions for the period from 2011/12. He also asked, in relation to seasons 2016/17 and 2017/18, for details of each publication, press release, email or other correspondence in connection with the change of terms and conditions relating to the upgrading of tickets. He also asked for documentary evidence of both the issue, and the receipt, of the email to which the Club had referred. The Club replied immediately. They said that they were unsure how the documents he had requested would make any difference to the upgrading issue for the current season; the Club had changed the terms and conditions in time for the current season, which meant that his daughter's ticket could not be upgraded on a seasonal basis. The Club had provided that information in both the renewal letter (a copy of which they attached) and in a letter within the renewal information pack. At renewal time the Club had received a volume of calls regarding upgrades on a seasonal basis, but they said that, unfortunately, they had no record of a call from him. The Club said that it was important for supporters to read through their renewal packs. The Club said that their decision was final and the matter was closed.

6. On 12 November the complainant emailed the Club saying that he was surprised and disappointed by their reply. He said that the information he had

requested was to assist him in making a detailed response to the Club. All the Club had given him were standard generic template letters; they had provided nothing addressed to him or his wife notifying a change to the ticketing terms and conditions. On 14 November the Club replied saying that the information he had requested had no relevance to the current situation. In their renewal packs, all supporters had been provided with transparent information on the revised upgrade policy. The Club said that they held the right to change their terms and conditions as seen appropriate and there was no deviation from their policy. They said that they would always recommend that supporters review the terms and conditions before renewing season tickets.

7. On 23 November the complainant emailed the Club saying that as he and his daughter were unable to attend the Crystal Palace match, they were seeking the Club's permission to donate the tickets to either a children's cancer charity or a local hospice. He stressed that they would not be receiving money for the tickets. The Club replied that, although it was a lovely gesture, they could not support his request as general admission tickets are non-transferable.

8. On 11 December the complainant emailed the Club saying that they should recognise the loyalty he has shown and exercise their discretion to resolve the matter, instead of which they have denied him basic information and refused his request to allow children's cancer charities to use the tickets, which he regarded as an utter disgrace. The complainant was adamant that the Club had failed to notify the change to the terms and conditions, thereby depriving them of the opportunity of upgrading the ticket. He also pointed out that he had upgraded his daughter's ticket in 2016/17 and "Ticket News" of 14 November 2016 had said, in relation to the purchase of a half season ticket, "It also includes the option to renew and retain the same seat early next year, as a season ticket holder for the 2017/18 season." He contended that the inference was that on exercising the option it would be on the same terms that existed in relation to the half season ticket ie an adult ticket; and that the Club's later publications indicated that the season ticket holder did not have to take any action as the ticket would automatically be upgraded ("Ticket News 7 February 2017"). The complainant said that he was prepared to enter any form of alternative dispute resolution rather than escalating the matter against a Club he supports.

9. On 19 December the Head of Ticketing and Support Services replied saying that the Club had made their position clear; the changes to the ticketing terms

and conditions had been made in February 2017 and brought to the attention of supporters. She said that she was sorry if the complainant was unhappy with the position the Club had taken, but it was important to remain fair and consistent to all. The complainant remained dissatisfied and on 1 January 2018 referred his complaint to the IFO.

The investigation

10. The IFO and Deputy visited the Club on 8 February and met with the Head of Ticketing and Supporter Services, the Supporter Services Manager and the Head of Legal and Commercial. The officials explained that until December 2016 the Club had no waiting list for season tickets; they now have a list of 8,000. In considering how that should affect their ticketing arrangements, they consulted a number of other clubs, some of whom did not allow upgrading at all. As a result, for the 2017/18 season the Club decided on the revised policy for the upgrading of concessionary tickets, because they took the view that it was unfair that such tickets could be transferred to an adult at the expense of those on the waiting list. In other words, it was a form of queue jumping. It was not feasible to consult supporters on the matter.

11. In February 2017 the Club had issued the letters outlined in paragraph 5 to 130 season ticket holders who were affected. That had resulted in a significant number (there is no record of the exact number) querying the revised policy and seeking to upgrade their tickets. The Club refused to upgrade the tickets; supporters were given the option of keeping their concessionary tickets, with the ability to upgrade six times, or cancelling the tickets, free of charge. In July the Club had issued to the complainant's daughter her new under 18 season card, which was clearly marked as subject to the ticketing terms and conditions. The Club had not received any other complaints that information about the change had not been notified. The officials said that after the daughter's ticket had been upgraded for each of the first five matches this season, the Club had telephoned to give a reminder about the revised upgrading policy.¹² With regard to the refusal to allow the transfer of tickets to charity, the officials explained that they do not allow such transfers as there is no guarantee of security as to where the tickets might end up. Some charities auction such items. The officials explained that the best course of action to help charities is to surrender the unwanted ticket to the Club who, if it is re-sold, will provide a club voucher which can then be passed on to the charity. The officials stressed that the Club does provide assistance to various charities.

Findings

12. The first point to make is that the ticket which is the subject of this complaint belongs to the complainant's daughter and relevant information about the change of upgrading policy would have been sent direct to her, rather than to the complainant or his wife. Although the complainant maintains that none of the family received information about the change in policy, it seems highly unlikely that the Club would **not** have communicated the changes as they have said. In a sense, however, that is not particularly relevant as the complaint is that the complainant was deprived of the opportunity to upgrade the ticket on a seasonal basis. The IFO is satisfied that there never was such an opportunity, even though the use of the word "unfortunately" (see paragraph 5) led the complainant to believe that, if he had telephoned the Club, he might have been able to upgrade the ticket. The Club's change in policy meant, in fact, that **nobody** had the opportunity to upgrade a concessionary ticket for 2017/18, other than for a maximum of six matches. A number of the 130 ticket holders affected tried, but none succeeded. The only thing that can be said to have been lost, because the complainant was seemingly unaware of the change, was the opportunity, as others had, to cancel the ticket; but the Club cannot be held to account for that, even if the complainant had wanted to.

13. The complainant contended that the wording of the "Ticket News" edition of 14 November 2016 led him to expect that the ticket for the new season would be an adult ticket, as his daughter's ticket for 2016/17 had been upgraded to adult for the second half of the season. The IFO is satisfied that that was not a realistic expectation. The message was about the ability to retain the seat; the basis of the ticket remained as the child category. The complainant also contended that the interests of those on the waiting list appeared to be more important to the Club than those who were supporting the Club in the pre-Premier League days. That is obviously the complainant's perception, but it is not a view the IFO would support. Where there is an increase in demand, as in the case of Brighton, there is always a balancing act for a club in looking after the interests of existing supporters and trying to attract, and be fair to, new supporters.

14. With regard to the refusal to allow the donation of tickets to charity, the IFO agrees with the Club's sentiments about the gesture. However, the IFO can well understand their reluctance, sad as it may seem, that such donations can

lead to tickets falling into the wrong hands, particularly involving a Club such as Brighton where demand is high and ticket touting is a problem. In paragraph 12 of this report the Club has suggested a pragmatic way of helping charities without compromising ticketing security. The complainant has pointed out that that does not allow those affected either directly, or indirectly, by for example cancer, to watch a match. He has suggested that, in order to enable donated tickets to be used as intended, anyone attending from a charity or hospice could be required to produce evidence of identity in the same way as guests of the Club do when receiving hospitality. **The IFO recommends that the Club give this suggestion their consideration.**

Conclusion

15. The IFO is satisfied that, whether or not members of the family were made aware of the change in policy, there was never an opportunity for the complainant's daughter's ticket to be upgraded on a seasonal basis. The only opportunity lost was to cancel the ticket.

Professor Derek Fraser, Ombudsman

28 February 2018

Alan Watson CBE, Deputy Ombudsman