

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: 22/01

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 FC.

The complaint

3. A lady complained on behalf of her 85 years old father (Mr D), and his cousin (Mr S), that the Club had unjustly denied them season tickets for 2021/22. She contended that Mr D had not been notified of a change in the ticketing system and that, although Mr S had elected to renew his season ticket

for 2021/22, the Club had wrongly recorded that he had elected to take a one-year break.

Background

4. On 24 March 2021, during the Covid-19 lockdown the Club emailed season ticket holders in advance of the new season to ask if they intended to renew their tickets ahead of the 2021/22 season. Supporters were asked to do this by completing an online survey and indicating if they:

- a.) wanted to take a one-year break (and retain their loyalty status);
- b.) were planning to renew their ticket;
- c.) did not wish to renew their ticket.

Ticket holders who confirmed that they wanted to take a one-year break and those who confirmed they would not be renewing, had their season ticket offers removed and were not invited to renew their seats during the close season. Those who indicated that they would be renewing had offers put in place and were invited to renew their tickets before the deadline of 30 June. Prior to the season ticket renewal taking place, the Club communicated to all ticket holders that they were changing to a digital ticketing system and that during the renewal period, season tickets could be renewed only online. Ticket holders were asked to familiarise themselves with the new system by creating an on-line account in preparation for the season ticket renewal.

The facts of the case

5. On 19 July 2021 the complainant emailed the Club saying that Mr D had gone to the ticket office to pay for his season ticket, but his seat had been sold and there was none available. She said that somehow the renewal email had been missed. She said that Mr S's ticket was also necessary to enable Mr D to be accompanied to matches. She said that Mr D was devastated. On the following day the Club replied that Mr D's records showed that he had completed a form indicating that he intended renew before the deadline of 30 June. (Mr D had not, in fact, completed the form. Because he had not done so, a Club official had telephoned him about the options and he had orally confirmed that he would be renewing his ticket.) As Mr S had requested a one-year break, his seat had been released. The Club asked why Mr D had not renewed as instructed. On 21 July the complainant responded. She could not understand why Mr S would request a break. Mr D remembered the telephone call from the Club, but was expecting a renewal letter by post as in previous years; he is not computer literate. Mr D had also twice gone to the ticket office to pay, but it had been closed because of Covid restrictions; he had, therefore, gone back on 19 July when he knew it was to be open. The complainant asked the Club to take account of the mitigating circumstances and do their best to provide tickets. The Club asked the complainant to bear with them and to tell her father not to worry. On 22 July the complainant told the Club that Mr S denied having asked for a break.

6. On 4 August the Club replied. They said that the Premier League had instructed that entry to the stadium had to be digital/contactless, which required them to upgrade the turnstile technology. Before the season ticket renewal period, the Club had emailed advising all season ticket holders to create an account on their system in order to be able to renew tickets electronically, which is why Mr D had not received a renewal letter; Mr D had indicated that he would renew his ticket, while Mr S had opted for a break. The best solution that the Club could offer was for Mr D to take the break, purchase membership and buy tickets on a match by match basis. On 4 August the complainant said that the situation was unacceptable and asked how she could escalate her complaint. She asked the Club to provide the email addresses used to communicate with Mr D and Mr S and for a copy of the form allegedly completed by Mr D. On 5 August the complainant told the Club that they should have told her father about the new system of ticket renewal when they had telephoned him, as he would have told her straightaway to do whatever was necessary. On 10 August, having sent further emails which had received no response, the complainant again asked how she could escalate her complaint. The Club apologised for the delay and said that they were awaiting information from the ticket office. On 19 August the complainant again asked how to escalate her complaint. On 25 August the complainant pointed out that she had first raised her complaint on 19 July yet the Club were still unable to provide the required information.

7. On 27 August the Customer Service Manager emailed the complainant pointing out that, although Mr D had visited the ticket office to renew his ticket on 19 July, the renewal period had expired on 30 June and his seat had been released. As a gesture of goodwill, the Club had offered Mr D a break, which meant he would retain his loyalty status, but they could not guarantee him a seat for 2022/23. The Club could escalate the complaint only if the complainant was able to provide information which was not already provided. The Club appreciated that Mr D was distressed by the matter, but he had indicated that he would renew his ticket before the deadline of 30 June.

8. On 2 September the complainant replied. She said that they had still not explained how it was communicated to them that Mr S wanted a one-year break, as he unequivocally stated that he had not requested a break. She said that there must have been an internal error with their system. She pointed out that the Club had confirmed by email to Mr S on 29 April that he planned to renew his ticket, yet the Club were now saying that they had it flagged that he wanted a one-year break. The complainant said that for decades her father had renewed his season ticket with no problem, yet had now had his seat in a prime position in the stadium sold because of failures in their communication process over their introduction of a new system of which he was unaware. That process and the new online system discriminated against elderly persons who were not computer literate. If Mr D had been advised to renew online in the telephone call made by the Club, he would have immediately instructed the complainant to set up an online account. Mr D and Mr S were seeking the return of their seats; an acceptable solution would be the allocation of their same seats for 2022/23 and the allocation of seats for purchase in the vicinity of their original seats for the remainder of 2021/22. The complainant said that here were serious issues of

discrimination and prejudice in respect of Mr D's ticket and an error made in respect of Mr S's ticket.

9. On 8 September the Customer Service Manager said that she had escalated the complaint to the Head of Ticketing and they had discussed the complainant's concerns in detail, specifically the denial that Mr S had completed an online survey selecting a one-year break. The Head of Ticketing had been able to access the relevant data and confirmed that Mr S had completed the survey and requested the one-year break. Irrespective of that, as the Club had previously explained, the renewal deadline takes place each year at approximately the same time, and that year had been even later. At no point before the deadline had Mr D or Mr S got in touch about paying for the renewal of their tickets. The Club appreciated that the situation had been ongoing for some time, but the first contact seeking to pay for renewal had been made quite a few weeks after the deadline had passed, at which point the tickets had sold out and the Club were unable to provide the requested resolution.

10. On 4 October the complainant submitted her complaint to the IFO. She said that she had been made to wait for weeks for responses which did not answer her complaint or the issues raised and had been ignored since the 8 September despite repeatedly asking for their complaints procedure. She said that her father had been unfairly prejudiced due to his age of 85 years and lost his beloved seat due to the introduction of a new online ticketing system of which he was not informed, as no letters had been sent out regarding that, despite written posted notifications having been used for decades. She said that Mr S's ticket had been sold due to an error in their new system, and she had not been told how the Club had supposedly been informed that Mr S wanted a break. She denied that Mr S had requested a break and enclosed the email dated 29 April that the Club had sent confirming that Mr S had completed the online renewal form and he wanted to renew for the 2021/22 season; the Club had ignored that fact. The complainant did not believe her complaint had been escalated beyond the ticket office, as that would expose the errors they had made.

The Club's response to the complaint

11. According to the Club's records, Mr S completed the survey and indicated that he wished to renew. However, he then requested a one-year break, which resulted in his offer being removed. Mr D did not respond to the survey but when, in a mop up exercise, the Club telephoned him, he confirmed that he was planning to renew his ticket. The Club official recalls that during the telephone conversation, Mr D was told that the Club were moving to a digital platform and it was explained to him that he needed to have an online account as everything had to be completed online. The Club would then have emailed advising him of the renewal process. The season ticket renewal deadline was 30 June 2021 and, as there was a high demand for tickets, the Club sold out within a couple of days of the deadline passing. Mr D did not make any contact with the Club until 19 July when he visited the ticket office to pay for the renewal of his ticket; the Club were unable to accommodate his request. That same day the complainant made contact

and asked if the situation could be reviewed. The family have disputed that Mr S completed the online form and are adamant that assistance should be offered, but the Club were unable to resolve the complaint, as there was and is, no seat availability.

12. As the Club recognised that Mr D had held a gold season ticket, they agreed that he could have a one-year break marker added to his account, which means that he will be given an opportunity to obtain a season ticket ahead of the 2022/23 season and retain his loyalty status. They did not offer other supporters that opportunity once the deadline to confirm renewal had passed; they believed that was a gesture of goodwill as we understand it is a difficult and upsetting situation, especially for Mr D, whom they know has been unwell. The family asked for their complaint to be escalated and this was arranged, however with a lack of availability of seats the Club were still unable to help; that had been explained to the complainant on a number of occasions.

Investigation

13. In response to further enquiries by the IFO, the Club confirmed that Mr S had initially indicated that he intended to renew his ticket. Following the email they sent to him on 29 April, in accordance with their standard practice in such cases, they would have issued a further email thanking him for committing to renew and outlining various initiatives, such as instalment plans, to help supporters. The wording of those emails was "As previously communicated, the window to make payment is from Monday 7 June to Wednesday 30 June". The email also instructed how he could reverse the decision to renew. Mr S's records show that he then opted for the one-year break.

14. The Club confirmed that the opportunity to obtain a ticket in advance of the 2022/23 season, as outlined in paragraph 12, will apply to Mr S as well as Mr D, and appropriate markers have been put on both their accounts. At this stage it is not possible to identify specific seats, but the Club will offer them on a "best available" basis.

Findings

15. The fact that neither Mr D nor Mr S made payment for their seats prior to the deadline is not in dispute. Neither is the fact that, in such circumstances, the Club were entitled to release the seats, and that all available seats were quickly sold. The question for the IFO to consider is whether the Club were culpable over the way in which Mr D and Mr S lost their seats. Taking the case of Mr D first, the IFO has seen no reason to believe that the Club failed to inform him of the new arrangements and,

even if he did not receive the email, the Club telephoned him specifically because he had not made known his intentions for 2021/22. The IFO has received testimony from the official who made the call, confirming that they discussed what Mr D needed to do to renew his ticket. It is unfortunate that on the two earlier occasions when Mr D visited the ticket office, it was closed because of Covid restrictions, but the Club cannot be faulted for that. In any event, the requirement was for payment to be made via an online account. The complainant contended that, in light of her father's age and non-computer literacy, there were issues of discrimination and prejudice, but the IFO has seen no evidence to support that claim; the changes to the ticketing system resulted from a directive from the Premier League that entry to Old Trafford had to be digital/contactless and the Club communicated the change to all season ticket holders.

16. The circumstances surrounding Mr S's options are more difficult to determine. He is said to be adamant that he never opted to have a one-year break, yet the Club provided the IFO with a data file which shows that, having initially indicated his intention to renew, he then opted for the break. Irrespective of whether that was his intention, or whether there could have been an error in the Club's ticketing system, the IFO has seen no evidence that Mr S attempted to follow the instructions to pay online before the deadline.

17. It follows from the above that the IFO is unable to uphold the complaint that the Club unjustly denied Mr D and Mr S season tickets for 2021/22. In the circumstances, the IFO welcomes the offer from the Club which will allow both Mr D and Mr S the opportunity to purchase season tickets in advance of the 2022/23 season. While that does not compensate for missing this season, it is nevertheless a gesture of goodwill from the Club which is not available to other supporters.

18. As far as the complainant's communications with the Club were concerned, the service provided could certainly have been better. There was confusion over whether Mr D had completed the survey form (see paragraph 5), there was delay between 4 and 27 August in responding to the complainant, during which period she made three separate requests to have her complaint escalated, and she did not get an answer about which email addresses had been used for the Club's correspondence with Mr D and Mr S. The complaint was actually escalated to the Head of Ticketing, but he did not reply personally, as the complainant had a right to expect. The Club took the view that, because there was no seat availability to enable the complaint to be resolved, they needed first to know what the complainant hoped to achieve by escalation. On the question of the email addresses, the

Club have confirmed to the complainant the addresses on file at the relevant time.

Conclusion

19. The IFO is satisfied that the Club were not culpable over the failure of Mr D and Mr S to renew their season tickets by the deadline for the current season. However, the standard of the Club's communications could have been better. The IFO has welcomed the Club's offer to allow both supporters the opportunity to purchase season tickets in advance of the 2022/23 season and hopes that that will enable them to obtain seats as close as practicable to their original ones.

Mr Kevin Grix, Ombudsman

1 March 2022

Mr Alan Watson CBE, Deputy Ombudsman