

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: 18/04

A THREE YEAR BAN FOR TWO SUPPORTERS AT MANCHESTER UNITED

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 the full cooperation of Manchester United FC.

The Complaint

3. A Manchester United season ticket holder complained that the Club have treated him as a ticket tout and banned him for three years, even though all he has ever done is to gift his tickets to family and friends as is permitted by the ticketing terms and conditions.

The facts of the case

4. Following the home match against Burnley on 26 December 2016, the Club imposed on both the complainant and his friend (whom we call Mr A) bans of three years for the unauthorised or suspected re-sale of their season tickets. On 29 December Mr A replied on behalf of them both stating categorically that he had never sold his ticket, but had only ever given it to friends or family, free of charge. He said that for the Burnley game he had gifted the ticket to a friend, whose details he provided. After the game, the friend had told him that when spoken to at the game, he had confirmed that Mr A had given him the ticket without charge. Mr A said that the complainant had also been unable to attend the match and had given Mr A his ticket to allow it to be used by the partner of the person using Mr A's ticket. The Club replied to both Mr A and the complainant saying that they had considered the appeals, but were upholding the sanctions imposed. On 4 January 2017 Mr A responded saying that it was scandalous and ridiculous to make such a judgement when the tickets had not been sold. Both Mr A and the complainant asked for the appeals to be escalated. On 11 January the Appeals Panel confirmed the sanctions. On 12 January Mr A asked for the hard evidence which had been used to impose and uphold the sanction, but the Club said that they were unable to provide it. On 17 January the complainant asked the IFO to investigate his complaint.

Investigation

5. The IFO and Deputy visited the Club on 25 January and met with the Head of Customer Service and Experience and the Customer Services Manager. They explained that on 10 December 2016 the Club had received an anonymous report that four tickets were being sold outside the ground for the match against Manchester City; the report included a photograph of the season ticket cards concerned. One was that of the complainant and another was that of Mr A. As a result, all four cards were selected for check, which meant that they did not work at the turnstiles and in order to gain admission, the holders had to present themselves at the ticket office to confirm identity or their connection to the ticket holder. Season ticket holders are permitted to allow family and friends to use their tickets but remain responsible for their appropriate use. If the Club identify that tickets are being used outside the terms and conditions, those in possession of the cards are asked to complete forms giving relevant information, and the Club confiscate the cards. If possible, the Club give the touting victims the opportunity to buy legitimate tickets to attend the match. Ticket touting is a level 4 offence in the Club's official sanctions; it is defined as "tickets are actually or are suspected of being transferred or re-sold (or advertised or offered for re-sale) in breach of applicable terms and conditions."

6. The Club said that for the Manchester City match the complainant's and Mr A's tickets had twice been the subject of abortive attempts at admission at the turnstiles, but thereafter nobody attended the ticket office to verify and activate the cards in order to gain admission. The Club, therefore, kept the tickets on hold for a check at the Burnley match on 26 December. At that match the Club completed a "seat check" and the person in possession of the tickets completed a form to say that he had been gifted the tickets and had not paid for them; the individual was unable to provide any details of the donor. The IFO and Deputy viewed

evidence of the anonymous report of 10 December and the seat check completed on 26 December.

7. The Club said that although the complainant and Mr A had both gone through the appeals process, the holders of the other two tickets identified before the Manchester City match, who had also been given bans of three years, had not appealed, which suggested that they had accepted culpability.

Findings

8. It is important at the outset to stress that the IFO strongly supports the Club's efforts to combat ticket touting and the unauthorised use of tickets. The key question in this case is whether the complainant was indeed involved in ticket touting. The season ticket brochure clearly states "you can share your season ticket with friends and family if you are not able to attend a game", but the more detailed regulations make clear that any breach by the "authorised" user is deemed a breach by the ticket holder. The IFO finds it highly suspicious that the tickets in question were twice unsuccessfully used at the Manchester City match, but nobody came to the ticket office to verify their identity. The IFO is persuaded that the Club makes a fair point in asserting that if it had been the complainant and Mr A seeking to gain admission, then as United fans they would surely have come to the ticket office so as not to miss a local derby.

9. It is not entirely clear whether the complainant allowed his ticket to be used by a tout, or whether Mr A was culpable, or whether he was let down by the person, or the partner of the person, using Mr A's ticket. Whatever the case, it is clear that the complainant was in breach of the ticketing terms and conditions by purportedly permitting the use of his ticket by someone other than friend or family, and the IFO is satisfied that, ultimately, he remained responsible for its appropriate use. The IFO finds it distinctly unwise of him to have allowed that to happen. The complainant has been through the Club's Appeal Panel, which includes independent membership, and which upheld the sanction imposed. The

IFO has found no reason to demur from that decision and, therefore, cannot uphold the complaint.

Conclusion

10. The IFO is satisfied that the evidence confirms that the tickets were improperly used and that the Club was entitled to impose sanctions in line with its well-publicised procedures. Neither the complainant nor Mr A have explained why they did not attend at the ticket office when their tickets failed twice at the Manchester City match. The complaints have been formally considered by the Club's Appeal Panel and the IFO finds its conclusions were justified by the circumstances of the case.

Professor Derek Fraser, Ombudsman

15 February 2018

Alan Watson CBE, Deputy Ombudsman