

IFO

THE INDEPENDENT
FOOTBALL OMBUDSMAN



Chartered Trading
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IFO COMPLAINT REF: 18/13 **A THREE YEAR BAN AT LIVERPOOL FOR TICKETING OFFENCES**

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 Liverpool FC.

The Complaint

3. A Liverpool season ticket holder complained on behalf of himself and his brother that they have been banned unfairly for unintended ticketing offences. He denied the allegation that he had sold the tickets, as he had given his tickets for the home match against Manchester United on 14 October 2017 to a college friend and had received no money in return.

The Facts of the Case

4. The complainant and his brother are season ticket holders at Liverpool and have been attending games at Anfield for many years along with their father. Knowing that they would be on holiday for the Manchester United match, the complainant gave the tickets to a friend from university free of charge. The complainant was astounded to receive a letter dated 16 October stating that the Club had evidence that the tickets had been transferred without the Club's permission, which was in breach of the regulations, and the tickets had been suspended. The complainant could appeal and offer an explanation within 7 days. The father responded, admitting that 3 tickets (including his own) had been given to a friend of his son's in ignorance of the requirement to notify the Club in advance and was an inadvertent breach. The appeal was rejected. For some months the father conducted the negotiations with the Club, ultimately involving a solicitor acting on his behalf. When the solicitor approached the IFO, it was explained to him that once legal action has commenced, the IFO, like other Ombudsman schemes, could not act, as it was by definition a form of Alternative Dispute Resolution. As a consequence, the complainant (not the father) on 8 March 2018 referred his case to the IFO, because the tickets were in his name and that of his brother.

The Investigation

5. Because the complainant's father had conducted the previous negotiations, there was very little documentation submitted to the IFO by the complainant himself. The Club did provide background information, together with redacted copies of the information provided under a personal data request. On 17 April the IFO visited Anfield and met with two members of the legal team, together with two of the ticketing investigation officers. The officials explained that season tickets are non-transferrable without the permission of the Club. A flexible review system is used and if the breach had been simply a failure to notify that a friend or family member was using the ticket, then the likely outcome would be a written warning and no more. However, in this case the officials believed that the breach of the regulations was severe and that this justifies the Club's actions.

6. It was reported to the IFO that on the day of the match a person approached the ticket office window asking for advice on how to access the stadium with the tickets in his possession. It became quickly apparent that he was not the ticket holder and further questioning revealed that he had bought the tickets from a website which he was able to name. The Club took possession of the tickets and,

in recognition of the fact that full information of how he had come by the ticket was provided, duplicate paper tickets were issued so that the man and his party could see the match. As a result of further enquiries, the Club wrote to the complainant on 7 November stating that it was "in receipt of information from a third party, giving the price paid for the cards". The IFO has seen this clear documentary evidence which proves that two tickets were purchased for €1000 and the Club explained that it was this evidence which justified the suspension of the tickets and the withdrawal of the right to renew for future seasons.

The Findings

7. The IFO notes that Liverpool FC currently follow Premier League guidelines, which require season ticketholders to notify the Club in advance if they wish their tickets to be used by friends or family members. This is in the context of the Club's awareness of the significant amount of unauthorised re-selling of tickets and the need to tackle this abuse of the regulations. The Club explained that it is constantly reviewing processes to try and make the ticketing transfer process as flexible approach as possible. The Club rightly asserts that the requirements are clearly stated in the terms and conditions which are widely publicised and explained to the IFO that reminders are included in the season ticket renewal information. The complainant admitted that the tickets had been transferred in breach of the regulations, but he claimed ignorance of the requirement which led to this inadvertent breach. The IFO accepts the Club's assurance that such limited breaches rarely attract a sanction.

8. In common with many similar recent cases which have come before the IFO, the parties give diametrically opposed versions of the case. The complainant maintains that the tickets were given free of charge to a friend and that he and his brother received no financial benefit: the Club produced evidence that the tickets had been sold for a grossly inflated price. In fact, despite the contradiction, both statements may be true. It may be the case that what the complainant asserts actually happened, yet it is incontrovertible that the tickets came to be sold by an online agency. It is not for the Club to explain how the tickets reached the secondary market, only that the tickets were traded in contravention of the regulations. Nor is the Club accusing the complainant of what is commonly called ticket touting, but only of permitting "the assignment, sale, transfer or lending of a season ticket by the holder to any third party", which is expressly forbidden under Clause 3 of the terms. The Club was perfectly justified in imposing the sanction on the basis of the evidence in its possession and the IFO cannot uphold the complaint. The tickets are currently suspended indefinitely. In line with IFO findings on similar cases elsewhere and to maintain the consistency of its conclusions, **the IFO recommends that the indefinite ban be amended to 3 years from the date of the offence.** In some other clubs such a ban would also preclude attendance at the stadium. However, Liverpool FC have not banned the brothers from the stadium and they are free to join the membership scheme and purchase individual tickets. It is the right to be a season ticket holder which has been removed.

9. It is difficult for the IFO to comment on the complaints process since the complaint was referred to the IFO at a very late stage, following the unsuccessful efforts of the father to get the ban lifted. The IFO welcomes the Club's willingness to treat each case on its merits and to deploy flexibly a range of sanctions relevant to the seriousness of the offence. The downside of this approach is that it is not always transparent or predictable how an offending supporter will be treated. Nor does it seem to the IFO that the procedure is wholly clear or consistent. For example, in the initial letter it was stated that there was no right of appeal unless a response was received within 7 days. Though not part of the IFO investigation, it was confirmed that the father did submit what was in effect an appeal. Yet when that further submission had been considered the Club wrote on 7 November that "the decision to cancel your Season Tickets is final with no right of appeal". It was this wording which led the complainant to assert to the IFO that he had been denied a right of appeal, though the IFO accepts that the involvement of the father rather than the complainant did complicate matters. The complaints procedure and the sanctions policy are under constant review and the IFO hopes that any revised procedures will be in place by the start of the 2018-19 season.

10. Conclusion

The complainant has now accepted that the tickets were traded via an online ticket agency, but continues to assert that his family received no money and that the tickets were given in good faith to a friend. The regulations were clearly breached and the high price paid by the recipient exacerbated the offence. The IFO notes that, unlike at some other clubs, the complainant and his brother are not banned from Anfield and are permitted to purchase tickets for individual matches.

Professor Derek Fraser, Ombudsman
Alan Watson CBE, Deputy Ombudsman

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