

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: 19/12

TERMINATION OF MEMBERSHIP AT TOTTENHAM HOTSPUR

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 Tottenham Hotspur FC.

The complaint

3. A Tottenham Hotspur supporter complained that the Club had terminated his membership unjustly.

The facts of the case

4. In March 2019 the Club wrote to the complainant saying that they were terminating his membership with immediate effect following the discovery that tickets purchased against his details were advertised for sale on an unofficial channel for various matches. They said that as well as being a criminal offence to re-sell football tickets, it was also in contravention of the terms and conditions of the Club and their One Hotspur membership scheme. As such the Club had decided to ban him and all memberships/accounts linked to him indefinitely. Clause 1.8 of the rules of membership stated: -

“The Club reserves the right to suspend or terminate individual memberships with immediate effect if it is suspected that the One Hotspur membership and/or the benefits of that membership are being abused.”

The Club informed him of his right of appeal.

4. On 11 March the complainant asked the IFO to intervene. He said that he had tried to correspond with the Club, but they were not interested in his side of the story. He said that he had been supporting Spurs for 20 years and was not the kind of person to abuse tickets; he had only ever used the tickets he purchases for himself and his brother. He said that he had not been in control of his email address for two months and had only recently got it back. He suspected that someone had been using his account

5. On 19 March the complainant told the IFO that away tickets which he had sold belonged to a third party.

Investigation

6. The IFO carefully reviewed the documentation submitted by the complainant and a report provided by the Club. The Club said that they had obtained screenshots showing the complainant advertising tickets for games on a regular basis, including home matches against Leicester, Dortmund, Watford, Newcastle and Arsenal, and Southampton away; those were all matches for which he had purchased tickets. The complainant had appealed after receiving the ban. He claimed that friends who had him in their online ticketing network must have been responsible for the adverts, without his knowledge, even though the ticket purchases had been made by him logging in and making the purchases. He also claimed that he had not had access to his emails, yet most tickets had been purchased and sent as e-tickets to his email address, and the complainant had used his email to contact the Club. The complainant had also said that he only purchases tickets for himself and his brother, but all the additional tickets were purchased on the same card used for his and his brother's tickets. The Club had

no doubt that the complainant was intentionally purchasing tickets on a regular basis with the intention of selling them on.

7. On 20 May the Deputy IFO visited the Club and met with the Supporter Services Manager, and the Interim Supporter Liaison Officer and Disability Access Officer. They explained the background to the case and the reasons the Club had imposed, and were upholding, the sanction. The officials provided social media screenshots under the complainant's name advertising tickets for sale for the various matches. The Club take a very serious view of tickets being advertised on the secondary market. Tickets bought from the Club are for personal use and non-transferable. The regulations include the following:

“The unauthorised sale or disposal of a Season Ticket, Members Stadium Access Card or Match ticket may amount to a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994.

If you are convicted of a ticket touting offence, or we reasonably suspect you have committed such an offence, ... we will use this to identify and prevent ticket touting offences and disorder at Matches.

The Club reserves the right to suspend or terminate individual memberships with immediate effect if it is suspected that the One Hotspur membership and/or the benefits of that membership are being abused.”

A season ticket holder unable to use the ticket for a particular match is able to make it available for sale to One Hotspur members through the Club's official Ticket Exchange Portal

8. The Deputy IFO and the Club officials discussed the need for a more formalised policy on bans and appeals procedures, such as a table of tariffs covering a variety of offences, rather than the imposition of indefinite bans. This is something which the Club are considering.

Findings

9. This complaint is one of many which the IFO has investigated where a Club have imposed a severe sanction for the improper resale of tickets on the secondary market, commonly referred to as ticket touting. Tottenham Hotspur's regulations are clear on this matter and season ticket holders are bound by the terms and conditions to which they agree when they buy a ticket. Although the complainant has stated that he was not responsible for the advertising of the tickets, the IFO finds the evidence compelling that he was in clear breach of the regulations.

10. As the ban is for an indefinite period, it should be open to the complainant to seek a review at some appropriate point.

Conclusion

11. From the evidence seen, the IFO is in no doubt that the complainant was in breach of the regulations in advertising tickets on the secondary market, and that the Club were entitled to impose a sanction. In such circumstances the IFO cannot uphold the complaint.

Professor Derek Fraser, Ombudsman

10 July 2019

Alan Watson CBE, Deputy Ombudsman