

IFO

THE INDEPENDENT
FOOTBALL OMBUDSMAN



Chartered Trading
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IFO COMPLAINT REF: 19/17

TERMINATION OF MEMBERSHIPS 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 on behalf of himself and his friend that the Club had terminated their memberships unjustly.

The facts of the case

4. On 2 April 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 for the away match at Liverpool on 31 March had been advertised for sale via an unofficial channel. 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 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. His friend received a similar letter.

5. The complainant replied immediately saying that it had been their intention to attend the Liverpool game, but because it was Mothers’ day they had decided not to go. A friend (Mr A) of over ten years had mentioned he would like to give the tickets as a birthday present to his friend (Mr R), who was a Spurs fan; they had gifted their tickets for Mr A and his son to use. They had not realised that that was in contravention of the ticketing terms and conditions.

6. On 3 April the Club replied saying that they had a report from Liverpool FC that home fans had been in possession of the tickets; the fans said that they had bought the tickets at over four times face value via a website, details of which they provided. Later that day the complainant replied saying that he had spoken with Mr R who said that he had tried to exchange the tickets for home ones. Liverpool staff had asked if he had bought home tickets previously. Mr R told them he had bought Villa Real tickets through a website three years previously; Liverpool allowed him to buy tickets in the home end. The complainant said that English is not Mr R’s first language, which is probably how the misunderstanding had arisen. The Club said that as the tickets had been passed on, and subsequently sold on, the bans would be upheld.

7. On 19 May the complainant appealed against the bans. He reiterated that he was completely unaware that gifting was against the ticketing terms and conditions and strongly refuted the allegation that the tickets had been sold. He said it transpired that Mr R is a Liverpool fan and his son is a Spurs fan. He enclosed a photograph of Mr R wearing a Liverpool shirt, standing next to the Shankly statue on the day of the match. He also enclosed a copy of Mr R’s driving licence as photo ID for comparison with the other photo; the licence showed Mr R to be Albanian. He also enclosed photographs of the tickets gifted

to Mr R, proof of purchase of the tickets Mr R had bought from Liverpool, and a statement from Mr R saying that the Tottenham tickets had been a gift and he had not bought them. The complainant said that in the course of buying tickets for the home end, Mr R had been questioned as to whether he had previously purchased Liverpool tickets; Mr R had explained that he had done so via a website. In order to get the Liverpool tickets, Mr R had signed a form, which included a handwritten note by the ticket officer, without knowing what it said.

8. On 9 July the Tottenham's Ticket Office Manager wrote to the complainant with the result of the appeal, explaining that, regardless of who the end users of the tickets were, the complainant had given or sold the tickets to someone else; that was a serious breach of the ticketing terms and conditions regardless of whether money had changed hands. The fact that the ticket holders were supporters of Liverpool made the situation more serious when considering what might have occurred had they been admitted; and the ticket holders were not known to the complainant. The Club had no reason to suspect that the information from Liverpool about purchase through a website was inaccurate or had been misheard. The Club were keeping the bans in place. The complainant remained dissatisfied and on 18 July asked the IFO to intervene.

Investigation

9. The IFO carefully reviewed the documentation submitted by the complainant and a report provided by the Club. The Club provided a copy of a report from Liverpool regarding the tickets which Mr R held. It gave his name and address and said that the tickets had been bought as a present from kixfootballtickets.com for £130 each and delivered to Mr R's wife. The IFO is aware that 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 home match is able to make it available for sale to One Hotspur members through the Club's official Ticket Exchange Portal. That facility is not available for away tickets, which are for personal

use only and are not transferable. The complainant said that they had never before gifted tickets and had never bothered to recoup money for matches they could not attend, as both have responsible jobs in finance and do not need the money. As proof of that the complainant had provided the Club with photos of tickets which they had not used.

Findings

10. This complaint is one of many which the IFO has investigated where a Club have imposed a severe sanction for the improper transfer of tickets, or their resale on the secondary market. 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. The complainant has strenuously denied that he has done nothing more than gift the tickets, via a friend, to a named individual then believed to be a Tottenham supporter, who actually attended the match in question. The IFO has seen no evidence to the contrary. In light of the conflicting evidence, there must be considerable doubt as to whether those particular tickets were, in fact, bought via a website. The complainant's contention that there was confusion when Mr R was dealing with the Liverpool ticket office is plausible in that English is not Mr R's first language and he had trouble understanding the Liverpool accent, he gave an account of having previously bought tickets via a website, and he did not know what he was signing when buying the Liverpool tickets. However, although the IFO is not convinced that the tickets were sold, the complainant was nevertheless in clear breach of the regulations by transferring the tickets.

10. In previous cases of this type, the Club explained to the IFO that for what might be regarded as a minor breach of the regulations, such as transferring a ticket to a friend, there would be a three-match ban and a warning about future conduct. The IFO is satisfied that what made the complainant's case more serious was that the tickets were for an away match where demand from season ticket holders far outstripped the number available and the tickets were destined for someone not known to the complainant, who turned out to be a Liverpool supporter. Although seemingly done in good faith, that was unwise. The IFO appreciates that the complainant and his friend are longstanding supporters with no previous misdemeanours and recognises their distress at the sanctions imposed. While accepting that the complainant was in breach of the regulations, the IFO believes that the sanction imposed is harsh and excessive. **The IFO recommends that, rather than terminating the memberships, the Club time limit the bans to a specific number of matches, taking into account matches already missed, or a specific period. In doing so the Club should take into account the IFO view that the tickets may well not have been sold and judge the issue purely on the prohibition on transferring away tickets.**

Conclusion

11. The complainant has accepted that it was in breach of the ticketing terms and conditions for him to have transferred the tickets. The IFO view is that he acted in good faith, and did not sell the tickets, but the action was unwise. The IFO accepts that the Club were entitled to impose a sanction but finds the termination of membership to be excessive punishment and recommends that it be reviewed as outlined above.

Professor Derek Fraser, Ombudsman

25 July 2019

Alan Watson CBE, Deputy Ombudsman