

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: 19/26

A CLAIM OF UNFAIR TREATMENT AT LEEDS 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 Leeds United FC.

The complaint

3. A Leeds supporter complained that the Club had banned him unfairly and then delayed dealing with his reinstatement, with the result that he missed the deadline for the renewal of his ticket.

The facts of the case

4 The complainant is a long-standing Leeds United supporter who had a carer's season ticket in support of his brother, who is partially sighted and had a disabled supporter's ticket. In March 2019, following reports from other supporters, the Club identified that tickets had been advertised for sale on social media for two games. As this was in clear breach of the regulations, the accounts of both the complainant and his brother were suspended for the rest of the season. Although they could not use their season tickets, the two were permitted to apply for paper tickets on a match by match basis. The complainant immediately protested his innocence and claimed that he had no knowledge of the unauthorised selling. While he accepted that his brother merited suspension, since he had not been involved he believed that his own suspension was unfair. The Club confirmed the ban and said that the matter would be reviewed after the end of the season.

5. The complainant maintains that he did seek to contact the Club to discuss his reinstatement, but that his messages went unanswered. [Having checked its email logs, the Club asserts that there was only one message unanswered and that was sent to the wrong person]. Frustrated by the lack of a response, the complainant referred the matter to the EFL and, following dialogue between the EFL and the Club, the complainant was advised to contact the Supporter Liaison Officer (SLO). By the time dialogue was opened it was late July and past the date when he could have renewed his ticket. He was particularly aggrieved about this since he believed that he should not have been suspended in the first place. The SLO advised that before the Club could reconsider his case, he would be required to sign a behaviour agreement. The complainant responded that since he had done nothing wrong, he should not be required to sign such an agreement and refused to do so. The SLO explained that there was nothing more to be done and advised that he could refer his complaint to the IFO. The complainant discussed his grievances with the IFO by phone and submitted his case in writing on 22 August.

The investigation

6. The IFO carefully reviewed the documentation submitted by the complainant and a report provided by the Club. On 11 September the IFO visited Elland Road and met with the Ticket Office Manager and the SLO. The officials reviewed the history of the complaint, including previous matters involving the complainant. They explained that demand for away tickets far outstripped supply and supporters themselves often reported to the Club that tickets were on sale on social media. The supply of disabled and carers' tickets for away matches was particularly restricted and the Club was very concerned when such tickets were

offered for sale improperly. They took the view that, whether or not the complainant was personally involved in unauthorised selling, he was responsible for ensuring that his carer's ticket was not improperly sold and hence his suspension was fully justified. Because there were so many cases each close season, the Club expects the supporter to request the review of a case and the complainant was indeed advised by the EFL that he should contact the SLO. Notwithstanding the alleged delay, the Club would always have required the complainant and his brother to sign a behaviour agreement *before* any consideration of possible reinstatement. The IFO was provided with a copy of the Behaviour Agreement, the text of which had been agreed with West Yorkshire Police, who were party to the Agreement.

Findings

7. When the complainant first discussed the case with the IFO, the stress was on the delay which resulted in missed renewal deadlines. Although the original suspension was not the prime aspect of the referral to the IFO, the complainant's sense of injustice coloured his view of the whole case. It is therefore worthwhile for the IFO to offer a view. Having reviewed the circumstances, the IFO would make two comments. First, it is clear that the Club had ample evidence to justify the suspension of both ticketholders. Yet compared to what the IFO has seen in other similar cases, the sanction imposed was light, in effect a two month ban but still having the ability to attend home matches. Second, the Club's assertion that the complainant was responsible for the proper use of his carer's season ticket is both reasonable and in line with general practice at other Clubs. The complainant remains aggrieved because he claims he was unaware of and had no part in the improper sale. He also maintains that the tickets offered for sale were not their own, but tickets acquired elsewhere. The Club cannot confirm this and points out that the resale of any tickets is prohibited by the regulations. The IFO finds that the suspension was justified and not unfair.

8. The matter of the effect of the delay is more problematic. The Club informed the complainant that his situation would be reviewed after the end of the season. In fact, the deadline for renewal of existing season tickets was before the close of the 2018-19 season (while he was suspended), so the complainant was never going to be able to renew along with the generality of season ticket holders. There was a further sale of tickets for those on the waiting list and that sale also closed before the complainant's case was looked at. The complainant argues that he was deprived of the chance to renew his ticket because of the delay. Yet the Club points out that he would not have been permitted to renew his carer's ticket which had been misused and it is not clear what category of ticket the complainant would have been entitled to purchase. Hence the IFO finds that it is not possible to assess the scale of the impact of the delay, because it is not certain how the Club would have exercised its discretion had the case been considered earlier.

9. The Club explained to the IFO that whenever the complainant's case was to be reviewed, he would be required to sign a behaviour agreement, before any substantive review could take place. The complainant objects to this requirement on the grounds that he believes that he has done nothing wrong and it is unfair to ask him to sign. The Club states that it is normal practice in the case of serious misdemeanours (such as this) for supporters to be required to sign the agreement as a condition of reinstatement. Moreover, the Club feels that the mis-selling itself warrants the requirement, which is all the more appropriate in the light of the complainant's previous involvement in similar activity in 2016. The Club remains adamant that the signing of the agreement is an essential pre-requisite for any sort of reinstatement. The IFO finds that the Club is entitled to lay down this condition and that it is not unduly unfair. The IFO takes this view, having seen the text of the agreement which does not require the supporter to admit to any previous misconduct. It simply states the supporter's commitment not to become involved in disorder and to observe the ground regulations. The Club has assured the IFO that if he signs the agreement the complainant will be considered sympathetically for reinstatement as a member, able to buy tickets on the same basis as other supporter members. He cannot purchase a season ticket as they are sold out for the 2019-20 season, but there are some 7000 match tickets available for each home fixture.

Conclusion

10. The complainant believes he has been found guilty by association with the misdemeanours of his brother. The Club maintains that the two accounts were linked and that the suspensions were justified. The IFO finds that the delay in reviewing the case did not materially affect the outcome, partly because of chronology and partly because there would always have been limits on the renewal options for the complainant. There is a clear way forward and if the complainant signs the behaviour agreement, he will be able to return to the Club has always supported.

Professor Derek Fraser, Ombudsman

22 October 2019

Alan Watson CBE, Deputy Ombudsman