



THE INDEPENDENT
FOOTBALL OMBUDSMAN



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IFO COMPLAINT REF: 20/13

CANCELLED TICKETS FOR THE DERBY COUNTY v MANCHESTER UNITED CUP TIE

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 Derby County FC.

The complaint

3. A woman complained that tickets she purchased as a present for her husband were cancelled by Derby County without compensation. She believed this was unfair and she was upset by the way the Club treated her complaint.

The facts of the case

4. The complainant, who has lived in Derby for over 30 years, is not a regular attendee at football matches. She thought it would be a nice present for her husband who is a Derby fan but rarely goes to matches, to get two tickets for the Derby County cup tie with Manchester United held in March 2020. She follows several clubs on Twitter, with a prime affinity for Manchester United, which she claims she has never sought to hide. She was encouraged to establish a member ID in order to purchase tickets, which she did on 25 February. Two days later £63 was taken from her bank account. On the same day she was contacted by the Club to inform her that it was obvious from her email address and twitter account that she was a Manchester United supporter (and thus an away supporter seeking to get tickets in the home section) her tickets would be cancelled without compensation. She called the Club to complain, giving details of her husband's family who were season ticket holders, to no avail. In March she wrote to the Club's event manager who reiterated the Club's position that there would be no compensation paid. As a last resort she wrote the Club's owner. On 11 March she received a reply which said that she was not entitled to purchase a ticket and the Club could find no record of her husband ever having attended a Derby County match. Having failed to get any response from the FA, she referred the complaint to the IFO on 27 April.

Investigation

5. The IFO carefully reviewed the complainant's submission and the responses from the Club. There was some delay due to Club staff absences during the lockdown and partly because the Club had difficulty locating the complaint, since the maiden name was used in submissions to the IFO, but the married name for the complaint to the Club. The complaint was submitted to the IFO via the Resolver portal and was nominally a complaint about the failure of the FA to respond. The complainant had assumed that as this was an FA cup tie, it would be a matter for the FA to resolve. Hence, the IFO initially referred the case to the FA Customer Services Manager. He responded by saying that this was a straight ticketing issue over which the FA had no control and therefore the matter should be returned to the Club for its attention. The IFO subsequently requested the views of Derby County, which were then received early in June.

Findings

6. The IFO appreciates the Club's concern that away supporters cannot be allowed in the home section on safety grounds. Indeed, it is a common feature

of both ground and ticket regulations that an away supporter may be refused entry to the home section or face ejection if inside the ground. The complainant feels that the Club has denigrated her as a potential "thug", whereas she is a senior nurse with previous charitable relationships with the Club on behalf of her hospital. She also complains that the Club has rejected the husband's ticket simply on the grounds that he is an armchair supporter.

7. The Club are adamant that the complainant breached the ticketing regulations by buying a ticket in the home section and that they have acted strictly within their published terms and conditions. The relevant rules are as follows:

1.2 Tickets are for the use of supporters only. By applying for the Ticket and/or using the Ticket You warrant and represent that You are a supporter of the Club ("Supporter").

3.1.3 The Club reserves the right to refuse to sell a Ticket to any person that it considers to be unsuitable. Any Supporter considered to be unsuitable after the purchase of a Ticket may have their Ticket cancelled at any time, and dependent on the circumstances, a refund may not be given.

3.5 Terms & Conditions of transaction investigations:

The Club reserves the right to cancel any tickets purchased by any supporter who is registered with, or known to, an opposition Club. Refunds will not be offered for any tickets cancelled in this situation.

4.2 Any Ticket obtained or used in breach of the Terms & Conditions of Entry shall be automatically invalid and all rights attached to such Ticket shall be invalidated.

The Club maintains that the above rules justify the action taken in cancelling the tickets and refusing a refund.

8. The Club received an enquiry about the case from the *Sun* newspaper. In reply the Club explained the tickets were cancelled in line with the Club's terms and conditions and that the Club had "in line with the vast majority of football clubs, a no refund no exchange policy". The complainant admits that she was aware of this policy, but assumed that it applied to the supporter, ie if she had been unable to attend the game she would not have been entitled to a refund, nor could she have exchanged the ticket for another match. She had the understandable belief that this policy would not apply if the Club cancelled the tickets or indeed if the match had never taken place. The IFO enquired of the Club whether this was analogous to the many airlines, who also had a no exchange no refund policy, but this did not apply when the airline itself cancelled a flight, whereby a refund would be due. The IFO has investigated a very similar case where an overseas supporter was sold tickets to a Champions League match at an English ground, on the strength of which travel and hotels were booked. As in this case, the Club subsequently found that the tickets should not have been sold as the away supporter had bought tickets in the home section. The Club processed a refund and, after the IFO intervention, agreed to reimburse the supporter for his travel and hotel expenses. Of course, the action of one club is not binding on another, but it does raise the issue of

whether the Club's mistake in selling the tickets in the first place should entitle the putative purchaser to a refund. To put it another way, should the Club have made its enquiries about the purchaser prior to and not after the sale, particularly since she has made no secret of her allegiance to Manchester United and they appear to have recognised the complainant's email address as having a Manchester United connection? Had she intended to hide her allegiance she could have used her NHS email address. What makes that situation worse is that the money was taken from the complainant's account on the same day as the tickets were cancelled.

9. Notwithstanding the breach of the regulations, the Club indicated that it would allow the tickets to stand if the husband had attended Derby County matches previously. On checking, the Club informed the complainant that there was no record of the husband ever having attended a match and so both tickets were cancelled without refund. The couple were incensed at the Club's treatment and after the match was lost by Derby County the complainant posted what the Club called "derogatory remarks" on her Twitter account. The complainant accused the Club of breaching confidentiality by revealing her account and she subsequently received abusive Twitter messages from Derby supporters. If the complainant believes that Data Protection regulations have been breached, then her recourse is to the Information Commissioner, not the IFO which has no jurisdiction on this aspect of the complainant.

10. The IFO does not believe that the complainant would have posed a security risk if she had been admitted to the home section of the ground. However, the Club could not make an individual security assessment and technically the complainant had breached the ticketing regulations by buying a ticket as a self-identified away supporter. It is not clear that the complainant was "known to" the away club, but the IFO finds that the Club was fully justified in cancelling the complainant's ticket. Whether the refusal to grant a refund is warranted by the circumstances is more doubtful. The husband committed no breach and the Club has no evidence that *he* was an away supporter; although the Club found no record of previous attendance, they have no grounds for doubting his affinity for Derby County. The IFO acknowledges the Club's wish to be consistent in the applications of the rules. Yet even within the regulations there is scope for discretion and a refund is to be "*dependent on the circumstances*". The IFO believes that the particular circumstances do justify a flexible and generous approach by the Club. It could have conducted its enquiries before taking the funds from the complainant's account and, at a time when the country is so indebted to the nursing profession, it does seem harsh to deprive a nurse of £63 which she can ill afford to lose. While the IFO finds that the Club was justified in cancelling the tickets, it concludes that the refusal to grant a refund was unreasonable. **The IFO therefore recommends that the complainant be granted a 100% refund of the costs incurred.** The Club has indicated that, despite what it sees as inconsistencies in the complainant's account and while strongly disputing the complainant's version of events, it will process a full refund within 28 days.

Conclusion

11. For clear safety and security reasons it is important that clubs prevent away supporters from accessing the home sections of grounds. For that reason Derby County's ticketing regulations are wholly justified and it was right that the complainant's tickets were cancelled. It was unfortunate that the timing of the

cancellation occurred at the same time that funds were taken from the complainant's account. Derby County FC is to be commended for responding positively to the IFO investigation in full resolution of the complaint.

Professor Derek Fraser, Ombudsman

22 June 2020

Alan Watson CBE, Deputy Ombudsman