

# IFO

THE INDEPENDENT  
FOOTBALL OMBUDSMAN



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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: 22/08**

## **A ONE YEAR SUSPENSION AT MANCHESTER 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 Manchester United.

### **The complaint**

3. A Manchester United supporter complained that the Club had unjustly imposed a suspension on him.

### **The facts of the case**

4. On 21 January 2022 the complainant received notification from the Club that his ticket for their match at Aston Villa had been advertised or re-sold above face value; that was in breach of the ticketing terms and conditions and they were suspending his membership for one year. They said that if he wished to appeal their decision, he should provide a detailed account of the circumstances of the use of his ticket by 24 January.

5. On 23 January the complainant submitted an appeal. He said that he would never sell tickets associated with his season ticket, which he had held since 2006. For the Aston Villa game he had been successful in the ballot along with the lead applicant, his neighbour [name and membership number supplied]. Although the neighbour had received his ticket by post, the complainant had not received his so ordered a duplicate. The neighbour flew to Birmingham the night before the match but, due to work commitments, the complainant's flight was not until the day of the match. However, the complainant tested positive for Covid and was unable to travel; he attached proof of the result his test at Dublin Airport (swab date 25 January 15.07). He said that his ticket was not collected and his neighbour attended the game on his own. He outlined in detail his loyalty as a supporter of the Club both home and abroad. On the following day the Club replied that his appeal would be heard by their Appeals Panel, which was due to sit in the week commencing 31 January.

6. On 26 January the Club asked if he had any idea why someone had attempted to collect his ticket. The complainant replied that, because his flight would not have landed in Birmingham until roughly 4.45pm, he had arranged that his neighbour (the lead applicant) would collect the ticket in order to save time. When he had emailed the Club about the duplicate ticket, he had asked if his neighbour could collect it, but the Club had replied that the ticket would have to be collected with photographic ID. The complainant had forwarded that email to his neighbour. However, his neighbour had not read the email and consequently had tried to collect the ticket at around 3pm. The complainant had received the positive result of his Covid test at 3.30pm, before his 4pm flight.

7. On 27 January the complainant's neighbour emailed the Club. He confirmed that the content of the complainant's email was true and there had been a miscommunication on both their parts. When he had gone to collect the ticket, he was on his own; he had presented himself by name and explained that he was the lead applicant on the ticket ballot. The person behind the counter had explained that the ticket would need to be collected with ID.

8. On 7 February the complainant enquired about the outcome of his appeal. The Club replied that "the Panel have been struggling to piece together the explanation of events surrounding this incident. It would be really helpful if you could please send through an email with a step by step explanation of what happened leading up to and on the day of the game please." The complainant replied that he was not sure which part of his explanation did not make sense,

as he had given a detailed account of the lead up to the day and of the day itself, as well as providing a copy of his Covid status. He said that if he had received the ticket on time there would not have been any issue. He provided the requested step by step account of events. He said that there was no way that his ticket was resold, touted or advertised at a higher price. He also pointed out that there had been miscommunication on the Club's part. He had been given only three days in which to appeal when it should have been 14 days. They had also told him that his appeal would be reviewed by a senior manager and he would be informed of the outcome by email within one week of receipt. That had not happened. He said that he would like a decision on the appeal as soon as possible as he had already lost out on the ticket price of the Middlesboro FA Cup game, had a flight and hotel booked for Atletico Madrid in the Champions League, and flights booked for the Leicester, Norwich and Chelsea games.

9. On 10 February the Club asked the complainant to provide details of his travel plans for the Aston Villa match. On 14 February they told him that the Appeals Panel were minded to uphold the sanction as they had not been provided with evidence of his flight or accommodation arrangements. He replied that he had sent in a screenshot of his payment to Ryanair for the flight, the date of which coincided with the day of the ballot, and his room reservation confirmation from Booking.com. The Club asked if he could provide screenshots which included his name. He said that he had sent in two of his other bookings to demonstrate that his name does not show on such bookings. His last resort was to contact Ryanair and Booking.com. On 15 February the complainant supplied confirmation of a booking at the Ibis Hotel, Birmingham Airport addressed to his forename and listing the guests as the complainant and his neighbour. On 18 February the Club told him that, while the Panel appreciated the lengths to which he had gone to provide the requested information, they believed that the sanction should remain in place.

10. On 21 February the complainant said that his appeal of 21 January should have been heard first by a Senior Manager, after which he should have had 14 days to appeal that decision, with the addition of two independent representatives to the Panel. On 24 February the Club told the complainant that they had followed the documented process; his first appeal had been heard by a Manager and when that had been upheld, the complainant had had 14 days to request that the sanction be reviewed again by the Appeals Panel, which consisted of three Senior Managers across the business who had not been involved in the initial appeal, together with two independent fan representatives.

### **Investigation**

11. The IFO carefully reviewed the documentation submitted by the complainant and the Club. The Club supplied a copy of the form completed in relation to the attempt to collect the complainant's ticket. It simply gave the complainant's supporter ID and ticket number and said "Someone came to pick up the ticket 3 time [the complainant's forename] had been told via Email no one other than himself could pick up the ticket". There were no other details.

12. The complainant told the Deputy IFO that he was aggrieved that the Club had breached their own terms and conditions several times without consequence, yet he has been sanctioned for something over which he had no control, and his ticket had not been advertised or sold as the Club had claimed. As a loyal season ticket holder of some 17 years, he was not only missing matches, but had been told that he would have to go on the waiting list for a new ticket once the sanction expired and he would lose his loyalty points.

### **Findings**

13. It is important at the outset to stress that the IFO strongly supports the Club's efforts to combat ticket touting and the unauthorised use of tickets. The question for the IFO to consider is whether the complainant made any attempt to allow his ticket to be used in contravention of the ticketing terms and conditions. The Club suspended him on the grounds that his ticket for the match at Aston Villa had been advertised or re-sold above face value. The IFO has seen no evidence whatsoever to support that assertion. As the complainant had been warned that only he could collect the ticket and that photographic ID needed to be produced, it seems highly unlikely that he would risk his season ticket status by allowing anyone else use of the ticket. By his own account, for convenience and because of time pressure, he had already arranged for his neighbour to collect the ticket on his behalf. The IFO finds that understandable in the circumstances but, unfortunately, the neighbour did not read the Club's email requiring the complainant to collect the ticket in person. There would have been no doubt over what took place had the Club official made a meaningful report about the attempt to collect the ticket; the name of the attendee would have been sufficient. The complainant's neighbour has confirmed the complainant's account of events (see paragraph 7) and has said that, when he attempted to collect the ticket, he gave his name and explained that he was the lead applicant on the ballot through which the complainant's ticket was obtained. The IFO has found no reason to doubt the neighbour's account and the "3 time" recorded on the form, assuming it relates to a time frame, tallies with the account that the neighbour attempted to collect the ticket around 3pm (see paragraph 6). **The IFO recommends that forms completed when misuse of tickets is suspected should contain more meaningful information.**

14. At the request of the Appeals Panel, the complainant has gone to some lengths to produce evidence in support of his account. He had already produced evidence of his positive Covid test timed an hour or so before his scheduled flight from Dublin Airport and has since produced evidence of his name on a hotel booking in Birmingham for the evening of the match. Unfortunately, the receipt for payment of a flight booking did not contain his name and he has been unable to rectify that. In cases that the IFO investigates the outcome is dependent on the evidence and information provided by both parties. In accordance with the burden of proof required in civil cases, it is for the person who asserts their claim to prove the facts in issue. In this case, to uphold this complaint in the complainant's favour, the IFO must be satisfied on the balance

of probabilities that his evidence carries more weight than that of the Club. In other words, the strength of the complainant's evidence must tip the scales in his favour. The Appeals Panel have not provided their reasoning behind the decision to uphold the sanction. The only potential evidence that the Club seem to have is that someone other than the complainant attempted to collect the ticket. That is not disputed by the complainant, who has given an entirely believable account of how that came about. The Club's report is of no real value without more information about the attendee and why he thought he should be given the ticket, for example, he had bought it from an unauthorised source. The IFO was satisfied that all the other evidence was in support of the complainant's account and **recommended that the complainant's season ticket should be reinstated**. In response, the Club said that they would be happy to restore the complainant's season ticket renewal offer ahead of the 2022/23 season, meaning that he will be able to renew his seat prior to the renewal deadline of 20 May 2022. The Club's offer was made with the provision that the opportunity to purchase domestic away games will be unavailable for the period of his original suspension (to January 2023).

15. The IFO viewed it as arbitrary to lift only part of the sanction when there was no evidence of wrongdoing on the part of the complainant and, therefore, asked the Club's Management Team to review the matter. The IFO welcomed the fact that the Club agreed that the complainant could renew his season ticket for the 22/23 season without any restrictions being placed on his account. In doing so the Club reserved the right to conduct future ticket checks both at home and away fixtures. The Club also agreed that all loyalty built up during his tenure would remain in place and that at the end of the season he can contact [appeals@manutd.co.uk](mailto:appeals@manutd.co.uk) to establish if any refunds are available for matches he has missed through his suspension.

16. The IFO found certain shortcomings in the Club's management of the suspension and appeal. The Club gave the complainant less than three days to appeal the sanction, although according to their Terms and Conditions he should have been allowed 14 days. There is also a requirement that the appeal should be heard in the first instance by a Senior Manager. Although the Club told the complainant on 24 February that his appeal had followed the documented process, that clearly was not the case, as they had told the complainant at the outset that the appeal, submitted on 23 January, would be heard by the Appeals Panel in week commencing 31 January. In response, the Club said that they recognise that their communications could have been clearer and acknowledged that the sanctions process appeared to have been rushed through. They had taken that decision on the basis that Appeals Panel meetings take place on a monthly basis and they had wanted to ensure that as many cases as possible were reviewed by the Panel without having to wait a further month. The Club said that, in hindsight, from a supporter's perspective it might appear that the correct process had not been followed, but they would like to clarify that that was not the case for the complainant.

## **Conclusion**

17. The IFO was satisfied that the evidence very much supported the complainant's account and welcomed the Club's acceptance of the recommendation to allow the complainant to renew his season ticket without restrictions. The IFO also recommends that the Club take steps to ensure that more meaningful information is collected when misuse of tickets is suspected.

**Kevin Grix, Ombudsman**  
**Alan Watson CBE, Deputy Ombudsman**

**14 May 2022**

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