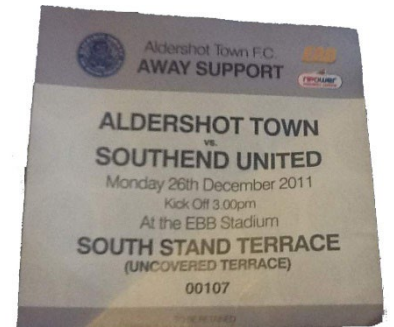




Aldershot Town FC– 12th January 2012

The Shrimpers Trust along with many supporters was disgusted with the attitude of Aldershot Town following the recent Abandoned game (in particular the issue around refunds). The letter below was sent to them last week - no response as yet.

A copy of the letter plus additional concerns has been sent to the Football League, Supporters Direct and the Football Supporters Federation.



Letter to Aldershot Town FC:

I refer to the recent incident at Aldershot Town FC and subsequent information noted in the press, the Aldershot and Southend United Official websites.

In the view of the Shrimpers Trust, where a ticket has been purchased for a particular league fixture, it is likely to be an express term (and if not, an implied term) of the contract of purchase of such a ticket as between each spectator and Aldershot Town FC that the game is played in such a manner that it will be recognised as being a viable game by the Football League. In circumstances where the reason for calling off the game has arisen entirely as a result of Aldershot's own failure to ensure that its ground was adequately lit, with the game subsequently being (in the eyes of the Football League) declared a nullity, it follows that Aldershot Town's breach has either wholly or substantially deprived each ticket-holder of the benefit of his or her ticket. Accordingly, Aldershot Town FC is in repudiatory breach of its contract with each ticket-holder for that game; and as the injured party, each ticket-holder may now elect whether to rescind his or her contract with Aldershot Town, or whether to affirm and seek damages.

The proper analysis of the game that took place on Boxing Day was that it was the equivalent of one half of reserve team football. Bookings which were given during the game were recognised (as would be by the FA, and in consequence the FL, when given in any reserve team fixture), but in all other respects the game had no status (and/or is a nullity) in the eyes of the Football League. The Shrimpers Trust notes that Aldershot Town's normal charge for reserve team fixtures is £3 for adults and £1 for concessions. Accordingly, for the 45 minutes of football that took place on Boxing Day, it would in theory be appropriate that anyone who has proof of entry into the EBB Stadium on Boxing Day be asked to pay a further £1.50 (or 50p, if their tickets were concessionary), as befits the status of the half-game that took place that day.

However, each ticket-holder attending the game incurred wasted travel-costs as a result of Aldershot Town's breach of contract. Such wasted travel costs have arisen as a direct consequence of Aldershot Town's breach (the failure properly to provide lighting) and, as such, are clearly claimable from you under the first limb of *Hadley v. Baxendale*. Such travel costs will, almost certainly without exception, exceed the theoretical £1.50 / 50p owed by each ticket-holder to Aldershot Town for the 45 minutes of football played on Boxing Day.

Accordingly The Shrimpers Trust proposes that (in circumstances where fans would be affirming and seeking to come to the game when it does eventually take place) if the travelling supporters of Southend United do not put in a claim to Aldershot Town for the wasted travel costs incurred as a result of Aldershot Town's failure adequately to provide lighting for the game that took place on Boxing Day (resulting in the game being declared a nullity by the FL), Aldershot Town should in return agree to admit free of charge any Southend United fan in possession of a ticket for the game that should have taken place - but that did not happen - on Boxing Day, to the 2011-12 Football League fixture at the EBB Stadium between Aldershot and Southend, whenever that game takes place. Once the game has been fixed, it seems to the Shrimpers Trust that ticket-holders should be allowed a reasonable time - say, 14 days - in which to elect whether or not to affirm or rescind, since only once the game has been fixed will they know whether or not they will be in a position to affirm. Any fan choosing to rescind ought, in our view, to be entitled to a refund at that point in time.

We urge you to agree to this proposal, since it is not only clearly the right thing to do from a press and publicity perspective, but it is also right as a matter of legal and contractual analysis. We look forward to hearing from you.

Letter to the Football League:

As you are aware the Aldershot vs Southend United fixture on Monday 26th December 2011 had to be abandoned at half-time as a result of floodlight failure. Naturally there were many frustrated and angry fans especially among the away supporters having seen Southend United take a 1-0 lead and Aldershot reduced to ten (10) men.

From a Southend supporter's perspective, the initial reaction was the lack of professionalism shown by Aldershot FC at half-time when announcing the game had been abandoned. There was a considerable amount of confusion before finally stating the match was abandoned and no obvious apology made to the watching fans. This made a total mockery of the Guide to Safety at Sports Grounds' published by the Department for Culture, Media and Sport commonly referred to as the 'The Green Guide'. In paragraph 16.31 of the guide it states that *'It is therefore crucial that any information imparted to spectators is clearly given, accurate'*.

Prior to the game being abandoned, Aldershot Town FC had already displayed a lack of professionalism in the tickets issued to Southend fans. The tickets were described by one supporter as 'a flimsy piece of mauve paper that was blank on the back and nothing on the front'. There was no terms or conditions printed on the tickets.

This again would appear to breach of 'The Green Guide' which in paragraph 16.30 states: - *Wherever possible, the written information provided for spectators should be used as a means of communicating safety related information. A clear plan of the ground should be provided on the rear of the ticket. That part of the ticket retained by the spectator after passing through a ticket control point or turnstile should clearly identify the location of the accommodation for which it has been issued. Colour coding of tickets, corresponding to different sections of the grounds, should be considered. As stated in Section 7.9, the design of the ticket should also ensure that the key information printed, such as turnstile, block, seat and row number or, in the case of racecourses, enclosure is clear and easy to read for the spectator, turnstile operators and stewards.*

The Shrimpers Trust is seeking compensation for the Southend United supporters that travelled on the day from Aldershot. For your information a copy of the letter sent to Aldershot Town FC is attached to this letter.

In relation to the actual match, 'Southend were in the driving seat' and would have been firm favourites to secure all three points. Instead the match will have to be replayed with Aldershot allowed to field 11 men from the start. Secondly, the rules dictate that booking of Liam Dickinson in the match meant he missed the next match against AFC Wimbledon even though the game has been abandoned. This situation is further compounded by the fact that two Southend players (Mohsni and Gilbert) that were serving a match ban and would have been eligible for the AFC Wimbledon match also missed that game as their punishments were deemed to be uncompleted. The rules appear to be contradicting themselves by saying the game counts for the Dickinson booking but not for the two suspended players, is that fair? As a result Southend United had to prepare for their next match with AFC Wimbledon without three players, Dickinson, Mohsni and Gilbert who are all suspended as a result of a game that officially has no standing!

Can the Football League explain how Southend United have been totally disadvantaged against teams around them seeking promotion to League One when they are the innocent party in this farcical incident?

What has caused more anger among Southend fans is the fact that Aldershot Town's Chief Executive, Peter Duffy, has declared in the press that they were aware that there were problems with the floodlights before the match had kicked off. In the local Southend paper, The Echo- he is stated as saying: -

'In consultation with senior members of the match day operation and safety team the referee advised that the match would not be able to continue without full lighting being operational.

We fully support this procedure as health and safety has to be our primary concern.

But it is evident prior to kick off that a problem was being experienced when the pylons were powered on.

Mr. Duffy appears to be hiding behind health and safety regulations to disguise Aldershot Town's incompetence in the way they handled this incident was it a primary concern? If the 'pylon problem' was identified before the game then the risk to health and safety of the fans already existed!

Surely his 'safety team' have failed in their duty by allowing supporters to enter the ground rather than to disperse them outside of the ground before the kick off. Allowing a large number of people into a confined area knowing that the risk to their personal safety has increased is arguably a breach of health and safety rules in itself.

The Green Guide states in paragraph 17.2 - All electrical and mechanical installations at a sports ground are liable to gradual deterioration, particularly those situated in outdoor or exposed environments. It is therefore vital that management ensures that such installations are properly maintained by competent persons with the appropriate skills and experience. Has Aldershot FC complied with this advice?

It also states in paragraph 3.17: - Ground management should assess the risk of any incident occurring at the sports ground which might prejudice public safety or disrupt normal operations; for example, fire, power cuts, bomb threats, delayed starts or crowd disorder. Such incidents often arise with little or no warning and may not be capable of being

dealt with by the management operating under normal conditions. Management should therefore prepare contingency plans to determine specific actions and/or the mobilisation of specialist resources.

Surely floodlight failure qualifies as an incident as described, so did Aldershot FC have a contingency plan, was it put into operation and should it have been implemented before the game was allowed to start?

A cynic may look at the situation and conclude that Aldershot's decision making was driven by the financial implications / pressures of the match day rather than a genuine concern for the safety of the supporters attending the game from the outset.

In summary, Aldershot FC has acted in a totally unprofessional manner and the Shrimpers Trust would like to know what action the Football League is going to take on this miserable incident? I would be grateful to know your views on the matter.