

'Justice for Punters'

Procedures for
obtaining

your rights when sports betting: a guide



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1. Introduction

It's now common knowledge that the United Kingdom Gambling Commission (UKGC) has, at last, acknowledged that bookmakers use some unfair terms and conditions (T&Cs). They are presently reviewing the issue with the Competition and Markets Authority (CMA). We await the outcome with great interest, but practical cynicism, because history tells us we should.

If a customer has a dispute with a bookmaker, like for other consumers, there is a suggested process the consumer should follow. This sounds promising and has been developed by the UKGC and others over a long period of time.

Sadly, the process is flawed due to its reliance on making adjudications based on unfair T&Cs, hence this information booklet. At 'Justice for Punters' we strongly support the primary aims of the UKGC, in this case the one that states gambling should be 'fair and open'. This booklet contributes towards that aim by outlining different ways a consumer can obtain their rights in a dispute with a bookmaker.

This booklet is informed by case studies dealt with by a small group of volunteers who have helped bettors/punters obtain their consumer rights in disputes where the recommended alternative dispute resolution process has often let them down.

The processes it recommends are primarily based on the Consumer Act (2015) (<http://www.legislation.gov.uk/ukpga/2015/15/contents/enacted>). This is a summary:

<https://www.citizensadvice.org.uk/about-us/how-citizens-advice-works/citizens-advice-consumer-work/the-consumer-rights-act-2015/>

This booklet is aimed at any type of sports betting service, however our experience would suggest that the biggest problem is online betting, followed by telephone betting and lastly in shop. As with most things in life, disputes usually get settled more easily when there is personal face-to-face contact, so this possibly explains our perceived order of problems?

So, what do the UKGC presently recommend?

For full details of the UKGC advice, see: <http://www.gamblingcommission.gov.uk/Contact-us/Complaints/How-do-I-complain-operator.aspx>. Sections 2 and 3 of this booklet summarise and outline the important sections of this full advice.



2. Step A: Take the dispute up with your bookmaker

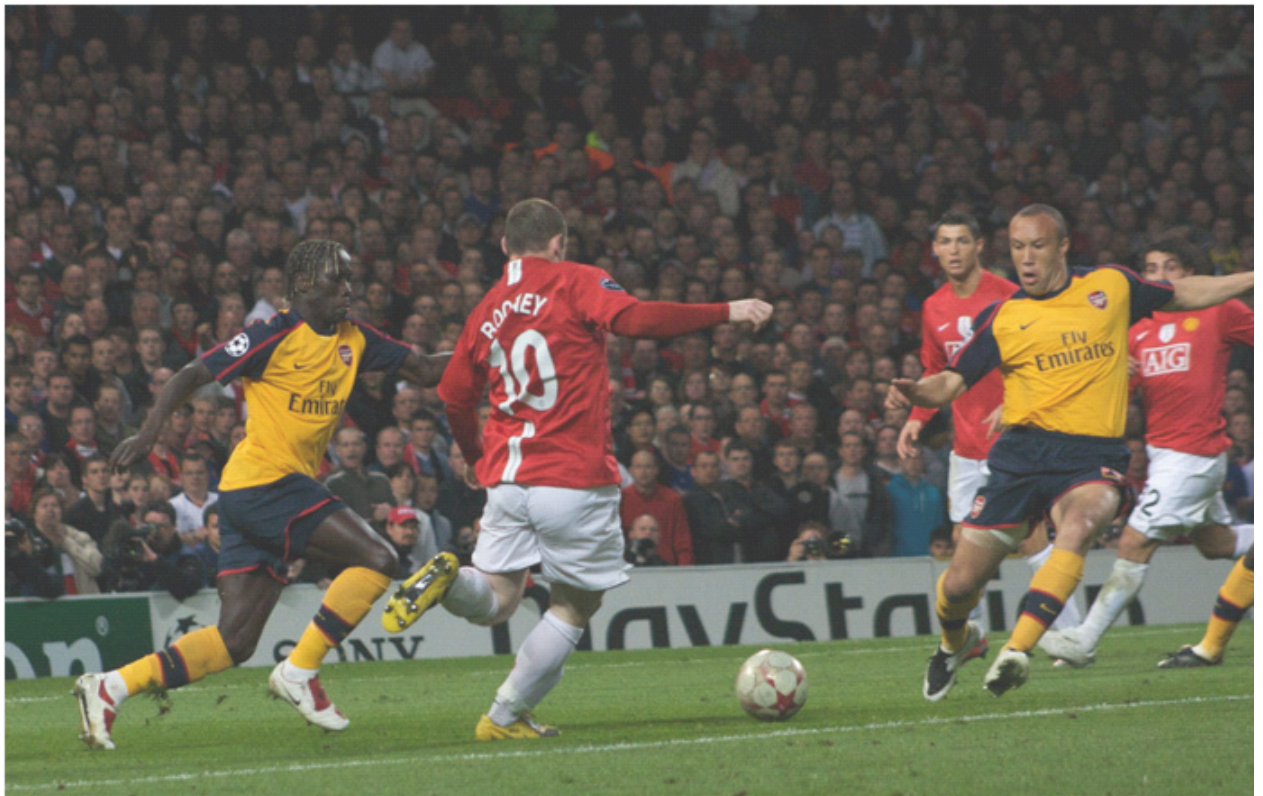
Hopefully, this will lead to an amicable solution.

If it doesn't, it is vitally important that you have kept written evidence of your discussions, so make sure you keep copies of letters, emails and 'live chat' conversations. If it involves telephone betting, the bookmaker will likely have recorded your conversations, but sometimes these recordings do seem to disappear, so it might be a good idea to explore ways of recording the conversations yourself.

If you're worried about the law concerning recording telephone calls in the UK, don't be, see: https://en.wikipedia.org/wiki/Telephone_recording_laws#United_Kingdom

The following url explains cheap and easy ways to record your telephone calls, but don't forget to shop around: <http://www.pcadvisor.co.uk/how-to/audio/how-record-phone-calls-3508046/>

Our experience would suggest that customer service staff do not always tell the whole truth, do not always address the issue and will certainly quote unfair terms and conditions in an attempt to stop a consumer obtaining their rights. If this was any other industry there would certainly have been large fines imposed already by a regulator or ombudsman for poor customer service, but not so in this industry.



3. Step B: Use alternative dispute resolution

If you fail to settle the dispute directly with the bookmaker they must say who their chosen alternative dispute resolution (ADR) organisation is. The customer can refuse their choice and suggest one of their own, but the bookmaker can also refuse this choice (really helpful that)!

If a consumer decides to use this route and we would not always put you off, the easiest way is to access the European Union online platform:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>

Our biggest warning is the likelihood of the alternative dispute resolution organisation to base their judgement on unfair T&Cs, so DO NOT use this method if you are certain you have infringed a T&C, even if it is unfair, because you will be wasting your time (see Sections 4 & 5 for your other options).

“Furthermore please take note that the IBAS Panel will adjudicate in accordance with the Bookmaker’s/Operator’s rules.” (<http://www.ibas-uk.com/adjudicationForm.php>)

This is proof, if you still need it, that the ADR process may be based on unfair T&Cs and therefore unfair to the consumer.



4. Alternative option: Citizens Advice

It's always worth trying this option, as times change and it's free.

Disappointingly, our experience is that they are rarely keen to advise on betting disputes. Certainly, we have received conflicting feedback about what they are willing to do. Your choice and it is only a telephone call in the first instance, so you've nothing to lose. The number depends on the part of the United Kingdom or Ireland the consumer is from:

England/Scotland/Wales: 03454 04 05 06; Northern Ireland: 0300 123 6262; Republic of Ireland: 0761 07 4000.

These may change over time, so another useful url is: <https://www.citizensadvice.org.uk/>



5. Alternative option: Small claims court

This will frighten some people, but the likely cost, so long as you have a good case, tell the truth and would be willing to appear in court (incredibly unlikely – see later) could be as little as £25.00 by using the HM Courts & Tribunals Service online: (<https://www.moneyclaim.gov.uk/web/mcol/welcome>). The link to the complete fee structure is: <https://www.gov.uk/make-court-claim-for-money/court-fees>. Please note that small claims does not mean tiny amounts of money and the fees for claims up to £10,000.00 are very reasonable. The fee is recouped from by the bookmaker if the customer wins. It is possible to use the small claims court for amounts of £200,000+, but the fee is substantial (£10,000).

Please note that the full online service can only be used to submit claims concerning bet/s placed and money owed in England and Wales, and with companies who have registered offices in England and Wales. For all other bookmakers and this will include most online disputes, because the online arms of nearly every big bookmaker are based abroad for tax efficiency purposes, you will have to complete the downloadable pdf forms (n001 & n510) and print the forms out after completing them. They then need posting, enclosing a relevant payment, to:

County Court Money Claims Centre, PO Box 527, Salford, M5 0BY

If you have difficulty completing the form online or any part of the form or forms as pdfs there is a **free phone helpline – 0300 123 1372**.

The government also provides an excellent step-by-step guide on using the small claims court and what will happen: <https://www.gov.uk/make-court-claim-for-money/overview>.

There is no question that this option is the best for many betting disputes, because there is little, if any chance, that a bookmaker will go to court if they know the dispute involves using unfair T&Cs to stop a punter obtaining their rights. Some common examples of this are:

- a) Not paying out the correct amount on promotions, e.g. retrospectively stating best odds guaranteed (BOG) has been withdrawn.
- b) Not paying out on bets placed 2-3 seconds after the off in shop, if there is evidence that the shop staff do this all the time.
- c) Not paying out, because your account has not been verified correctly, when you have sent perfectly clear scans of proof of address and a personal picture of either your driving licence or passport photograph page (unless there is evidence of criminal activity).
- d) Confiscating the money in your account, because a bookmaker claims someone else has been using your account without providing conclusive proof someone has. It is very, very unlikely a bookmaker will have this evidence, whatever they claim and if they refuse to provide it, you will have a very good chance of winning a small claim (unless there is evidence of criminal activity).

We could go on forever as some bookmakers use so many unfair T&Cs or do not make them clear to punters before they enter a promotion, etc.

6. Where next

We are a volunteer service with no income, therefore we cannot help people individually often, but we are more than willing to initially receive emails at the following address:

info@justiceforpunters.org

And impartially advise (no guarantees of being correct) on whether a dispute is probably worth pursuing or not and where we cannot help directly we will guide you to our self-help web pages. These web pages contain letters/emails you can adapt to help you get through each process of a claim (see: <http://justiceforpunters.org/helpful-letteremail-layouts/>).

7. Conclusion

Winning a dispute with a bookmaker can be difficult; some of them make sure of that, but if you feel your rights have been infringed, you should fight. We've helped recoup thousands of pounds for people who were told they had no rights to the money they eventually received.

It will take time and patience, and there maybe frequent attempts to make life difficult for you. If you choose the small claims route some bookmakers will often make you go through 95% of the process, i.e. until the day of a court appearance. But, do not worry, our experience is that this is all 'bluff' and the bookmaker will be highly likely to settle the claim outside court on the same day. If your case is sound it is highly unlikely that a bookmaker will want a judge to make a judgement on an unfair T&C or other unfair practice, because this will set a precedent that stops the bookmaker trying to put others off obtaining the same rights in the future.



8. Appendix 1: Case examples

Customer A

Placed a single win bet and an ew double on two horses 20 minutes after opening an account. One horse won and the other was placed. Both drifted, so customer A benefitted from a best odds guaranteed (BOG) promotion. The correct amount was initially added to customer A's account. The following morning customer A received an email from the company saying best odds guaranteed had been removed from the account. The amount of money in the account had been changed to reflect this email. Customer A was now £1100.00 worse off.

Customer A came to 'Justice for Punters' as the company was refusing to change their decision. What they had done was illegal under consumer law, however based on the statement on page 3 of this leaflet from the Independent Betting Arbitration Service customer A would have lost the case due to the use of unfair terms and conditions, so we advised customer A to use the small claims court.

Customer A sent a 'letter before action' to the company (no response). Then a small claim was submitted at a cost of £80.00. As soon as the company received the claim from the court the company paid out in full as they knew they would lose in a court of law due to their use of unfair terms and conditions.

Customer B

Had won £5,500 but the company was refusing to process a cash withdrawal as they claimed customer B had previously self-excluded from an account with another company in their corporate group (unbeknown to customer B). This issue had never arisen when customer B was gambling, but the company were now only offering customer B's deposit back (£200.00), as under their terms and conditions customer B should not have been allowed to gamble. Despite the problem being caused by the company, i.e. their social responsibility procedures had failed they were still refusing to pay out.

Customer B would likely have won the case using the small claims court, but B decided to contact a major media outlet. The company was contacted by the media outlet and told that a story would be published about the case. The company paid out in full 48 hours later, 18 hours before the story was due to run.

Customer C

Had an account closed by a major bookmaker. Of course, no reason was given. Customer C provided 'Justice for Punters' with details of correspondence relating to the company refusing to reopen the account and the bet history from the account. The bets were all between £2-£6 and C was losing money on the account.

'Justice for Punters' provided a letter, which was sent to the Chief Executive Officer of the company. The account was reopened, an apology sent with an offer of a free bet for the time and troubles caused.

These are three very different cases, two involve money, but just as importantly one involves a software mistake that the company were refusing to look into. C was a grandma, who was treated like a 'criminal', but she does have rights and certainly she should have been treated with respect by customer services. Thankfully, eventually she was, but the damage was done.

9. Appendix 2: Suggested standards of practice

'Justcie for Punters' proposes the following for discussion:

Five minimum standards of practice for sports bookmaking

Customers must not be prevented from accessing sports bets when these standards are applied, except in cases of: proven or on-going investigations of criminal behaviour, or other evidence based and stated unacceptable customer behaviour that infringes the responsibilities of the UK consumer as part of 'The Consumer Rights Act' (2015).

1. All bookmakers' terms and conditions must be stated succinctly, clearly and meet the guidelines set out in 'The Consumer Rights Act' (2015).
2. Customer account verification to be standardised throughout the industry as dictated by a relevant independent regulator.
3. Except where multi-account, multi-user, market manipulation or criminal activity is suspected, and investigation of the same is stated and made clear, customer tracking methods to be standardised as dictated by a relevant independent regulator. This to include the immediate banning of all e-device 'fingerprinting' and similar cookies/software, e.g. 'Iovation' (was 'Reputation Manager' & 'iesnare').
4. The culture of rapidly restricting and closing customer accounts to be prohibited by regulation that stipulates bookmaker advertised sports odds must be laid to all customers using an individual company stated minimum/maximum liability on single bets on every market option for any event thus eliminating existing discriminatory practices.
5. Present arbitration services to be scrapped and replaced by an independent ombudsman.

Note a: As a reflection of the recent insidious culture of point 4 and its negative effect on sports betting turnover, restricted and closed customer accounts to be reopened as soon as possible and business conducted using the new standards.

It will be important that these minimum standards are regulated vigorously by a new independent ombudsman, including immediate financial penalties where infringement occurs, together with licence reassessment for multi-offences.

Adaptation of these standards will ensure that gambling will again become just that, i.e. people win and lose in a fair, open and safe trading environment.



'Justice for Punters'
www.justiceforpunters.org
info@justiceforpunters.org

10. Statement/warning

Nobody associated with 'Justice for Punters' is legally trained or qualified. Users of this information leaflet need to be aware of this. The content is purely based on our experience, so we do not guarantee that anyone will win their case by following what is outlined here, but we can say that we have had a reasonable number of successful outcomes for the customer following the processes described.

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