

'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 consumer 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? **The processes explained also apply to casino and slots gambling.**

So, what do the UKGC presently recommend?

For full details of the UKGC advice, see: <http://www.gamblingcommission.gov.uk/for-the-public/Your-rights/Your-rights.aspx>. Sections 2-4 of this booklet summarise and outline the important sections of this full advice.



## 2. Take the dispute up with the company

Hopefully, this will lead to an amicable solution.

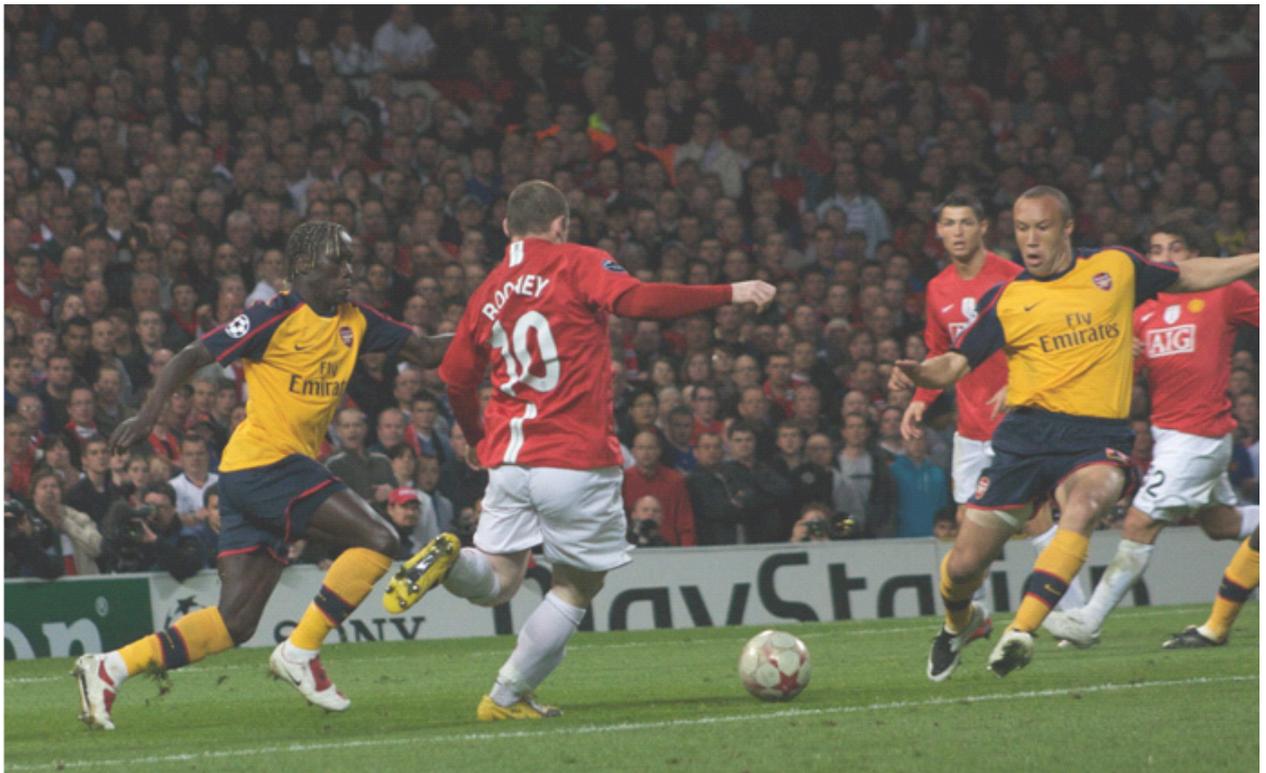
If it doesn't, it is vitally important that you have kept written evidence of your discussions, so make sure you keep copies of letters, emails and 'live chat' conversations. If it involves telephone betting, the bookmaker will likely have recorded your conversations, but sometimes these recordings do 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](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.

If this fails you should email or send a letter to the Chief Executive Officer of the company you are in dispute with. The following website often helps with email addresses: <http://www.ceoemail.com>. A Google search will find a postal address.



### 3. 'Resolver'

This option was added by the UKGC in August 2017 as a result of a review they completed which concluded that present gambling dispute systems were not working for the customer.

At present, the UKGC see it as a trial period and they will review again, probably during 2018. 'Justice for Punters' recommends use of this option quickly if a bookmaker is messing a customer about, e.g. not responding to emails, never answering questions on 'live chat', etc. These problems are very common.

If you go to: <https://www.resolver.co.uk/> and then type in the name of the company you have a dispute with it will tell you if they are signed-up. All gambling companies licensed by the UKGC have to sign-up, but at the time of writing there are many companies who are not. The UKGC are giving them leeway, but will be taking action eventually if a company doesn't sign-up. If the company you are in dispute with isn't you should report this to the UKGC using [consumers@gamblingcommission.gov.uk](mailto:consumers@gamblingcommission.gov.uk) or you can telephone 0121 230 6666.

Basically 'Resolver' enables people to progress their dispute in a formal way that is known to have had success in other business areas. You can be pretty sure that bookmakers did not volunteer to use 'Resolver' which says it all.



## 4. 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 **THINK CAREFULLY** before using this method if you are certain you have infringed a T&C, even if it is unfair, because you may 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.



## 5. 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 03444 111 444; Scotland 0808 800 9060; Wales 03444 77 20 20; Northern Ireland: 0300 1 233 233; Republic of Ireland: 0761 07 4000.

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



## 6. 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

The person will then receive a pack back from the Court, including copies of their claim that then need posting recorded delivery to the gambling company at their head office address in Gibraltar, Malta or wherever. The claim will have been given a reference number.

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**. There are example completed forms on our website: <https://justiceforpunters.org/small-claims-court/how-to-complete-small-claims-court-forms/>

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.

## 7. 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](mailto: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/>).

## 8. 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 over 400K 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.



## 9. Case studies

### 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.



'Justice for Punters'  
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[info@justiceforpunters.org](mailto: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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