



HORSE RACING  
IRELAND

## APPLICATION FOR BOOKMAKERS ON-COURSE BETTING PERMIT

Existing Permit No: \_\_\_\_\_

I, \_\_\_\_\_, hereby apply to Horse Racing Ireland for an on-course betting permit to carry on the business of bookmaking in respect of horse races held at authorised racecourses and races or other events taking place elsewhere for the period from **1<sup>st</sup> March 2018 to 28<sup>th</sup> February 2019**. I agree to comply with the conditions attached numbered 1 to 26 which I have read.

In making this application:

I confirm my usual address where all correspondence in relation to my HRI On-Course Betting Permit will be directed is:

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I wish to trade under the following trading name for the period of my permit and I understand that I must trade under this name at every racecourse where I hold a seniority. Where no trading name is listed, I must trade under my own name.

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I confirm my designated contact telephone numbers are as follows:

Mobile: \_\_\_\_\_ Home: \_\_\_\_\_

I confirm my designated e-mail address is as follows:

\_\_\_\_\_, which is my preferred option to receive all correspondence including monthly statements from Horse Racing Ireland.

I agree that the above details which I have supplied to Horse Racing Ireland are my designated contact details.

I acknowledge that it is my responsibility to notify Horse Racing Ireland in writing of any changes to these details.

I understand that these details will only be used to contact permit holders and will not be divulged to any third party.

**Signed:** \_\_\_\_\_ Bookmaker

**Date:** \_\_\_\_\_

**FOR OFFICE USE ONLY**

	<b>Yes</b>	<b>No</b>	<b>Signed/Date</b>
Address	<input type="checkbox"/>	<input type="checkbox"/>	
State Licence	<input type="checkbox"/>	<input type="checkbox"/>	
Deposit	<input type="checkbox"/>	<input type="checkbox"/>	
Insurance	<input type="checkbox"/>	<input type="checkbox"/>	_____
Direct Debit	<input type="checkbox"/>	<input type="checkbox"/>	
Permit Approved	<input type="checkbox"/>	<input type="checkbox"/>	_____



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## CONDITIONS FOR BOOKMAKERS ON-COURSE BETTING PERMIT

### State Licence

- 1) **State Licence:** I confirm that I am the holder of a current betting licence issued by the Revenue Commissioners which is in force at the time of making this application. I undertake to surrender my On-Course Betting Permit to Horse Racing Ireland and further undertake that I will not carry on any betting whatsoever in the event that my State Betting licence expires, is cancelled or surrendered during the period. I understand that I will not be permitted to carry on the business of bookmaking in such circumstances.

### Compliance

- 2) **Irish Horseracing Industry Act, 1994 and Regulations:** I undertake to comply with all provisions of the Irish Horseracing Industry Act, 1994, and with all the relevant Regulations. I agree that failure to comply with these provisions may be grounds for consideration of suspension or revocation of my On-Course Betting Permit.
- 3) **Amendment to Conditions:** I understand that Horse Racing Ireland may vary or change these conditions from time to time as it thinks fit and it may also attach further terms and conditions generally or to my own permit. I agree to be bound by any revised or new condition(s) which may be issued by Horse Racing Ireland and notified to me.
- 4) **Failure to Comply with Conditions:** I accept that failure to comply with these conditions or such further conditions or regulations may lead to consideration of suspension or revocation of my On-Course Betting Permit. I understand that I will not be permitted to carry on the business of bookmaking in such circumstances.
- 5) **Payment of Amounts Due to Backers:** I undertake, in the case of each winning bet to pay to the backer(s), (or if requested by the backer, to give him credit for) the amount accruing to him on such bet (including the stake).
- 6) **Payment of Betting Levies, Turnover Charge or other Charges:** I undertake to pay Horse Racing Ireland the amount of levy, turnover charge or other charges as prescribed and in force from time to time on all course bets entered into by me, other than such bets as have been laid off by me to other permit holders operating at the same fixture or have become void otherwise than through the mutual consent of the

parties thereto. I accept that bets laid off with exchanges cannot be claimed as laid off bets against turnover held.

- 7) **Racecourses (Authorised Bookmakers Pitch Charges) Regulations, 2004:** I agree that I am responsible for pitch charges payable in respect of seniorities held by me at authorised racecourses.
- 8) **Code of Practice:** I undertake to comply with the conditions of the “Code of Practice of Bookmakers at Authorised Racecourses 2004” and am familiar with its contents.
- 9) **Amounts due to Horse Racing Ireland:** I confirm that all amounts due to Horse Racing Ireland have been discharged at the time of application for this permit and I accept that no permit will be issued where amounts due remain outstanding.
- 10) **Employers Liability Insurance / Public Liability Insurance:** I undertake to obtain and maintain appropriate Employers Liability Insurance (minimum liability cover of €13,000,000) and Public Liability Insurance (minimum liability cover of €6,500,000) and produce evidence of this coverage. Policy documents must be sent to Horse Racing Ireland who will retain a copy and return original. Alternatively, confirmation from the Irish National Professional Bookmakers Association that the applicant is covered by the scheme operated by the Association will suffice. I undertake that I will not carry on any betting whatsoever in the event that this cover is not in place for any reason. I understand that I will not be permitted to carry on the business of bookmaking in such circumstances.
- 11) **Bankruptcy / Arrangements with Creditors:** In the event that I am declared bankrupt or enter into arrangements with my creditors, I undertake not to carry on any betting whatsoever and to surrender my on-course betting permit. I understand that I will not be permitted to carry on the business of bookmaking in such circumstances.
- 12) **Linking of Pitches:** I understand that a bookmaker who owns more than one seniority at a racecourse must link the pitches. Such pitches must offer the same odds and conditions and use the same trading name. Independent bookmakers are not permitted to link their pitches.
- 13) **Signage:** The principal bookmaker’s name or trading name shall be clearly visible on the top of the board. A representative’s name may not be displayed on the board, bag, umbrella, betting tickets or any other signage at the joint.
- 14) **Bookmakers Employees Operating Slave Pitches:** I agree that when any of my employees represent me at my slave pitch all liabilities incurred by the employee will be on my behalf and I agree to be responsible to Horse Racing Ireland for all such liabilities in the like manner as if they had been incurred directly by me. I agree that I am fully liable and responsible to HRI for the conduct and actions of my employees. I understand that any breach of these Permit Conditions by any of my employees shall be treated as and be liable to incur the same penalties as if it were a breach by myself.

Note: An employee is any person in the employment of, or acting as agent for, a Bookmaker at an Authorised Race meeting.

### Account Administration

- 15) **Direct Debit:** I undertake to supply and maintain a direct debit mandate to cover all payments of whatever nature due to Horse Racing Ireland for the period of my permit and accept that all payments to Horse Racing Ireland must be made through this direct debit. The direct debit must be set up with a bank which is within the Republic of Ireland. Attached please find a Direct Debit mandate form which must be completed if there is a change of bank details. I undertake to surrender my On-Course Betting Permit to Horse Racing Ireland and further undertake that I will not carry on any betting whatsoever in the event that such Direct Debit mandate is returned unpaid for any reason whatsoever. I understand that I will not be permitted to carry on the business of bookmaking in such circumstances.
- 16) **Unpaid Direct Debits:** I understand that should a direct debit be returned unpaid by my bank, Horse Racing Ireland will charge an administrative fee equivalent to the bank charges involved. I understand that should a direct debit be returned unpaid by my bank, HRI may vary my permit conditions to require an increased security deposit.
- 17) **Payments:** At the request of the Irish National Professional Bookmakers Association, Horse Racing Ireland will allow payments on account outside the Direct Debit scheme. Any such payments must be sent to HRI's head office and no payments will be accepted on-course. Bookmakers who make such payments must allow a minimum of seven working days to allow cheque payments to be cleared.

### Security Deposit

- 18) **Lodgement of Security Deposit:** I acknowledge that Horse Racing Ireland holds a cash security deposit from a previous permit application (This deposit may be held in Prize Bonds).

In the event of amounts due to Horse Racing Ireland being returned unpaid (for any reason) under the direct debit scheme, or an amount having been found to be due to a punter, I authorise Horse Racing Ireland to deduct such unpaid amount from the security deposit lodged with Horse Racing Ireland.

I agree that in such an event I will not carry on any betting whatsoever until the cash lodgement is restored to the original value or other amount as Horse Racing Ireland may require. I understand that I will not be permitted to carry on the business of bookmaking in such circumstances.

I undertake to maintain my cash security deposit at all times and, in the event that I do not do so, I understand that I will not be permitted to carry on the business of bookmaking in such circumstances.

### Charges

- 19) **Permit Charges:** I undertake to pay all charges associated with the issue of my On-Course Betting Permit. I accept that Horse Racing Ireland may vary such charges from time to time. The fee for 2018 is €300. However, for bookmakers who agree to accept all correspondence, including monthly statements, by email as an alternative to ordinary post, a reduced fee of €250 will apply.
- 20) **Representative Permit Charges:** I accept that each permit holder is entitled to two Representative Permits free of charge and for each additional representative permit; a

charge of €200 will be applied. I undertake to pay all charges associated with any Representative Permits issued to me.

### **Production of Records**

- 21) **Production of Permit/Records:** I accept that an Authorised Officer of Horse Racing Ireland may, at any time, require me to produce my on-course betting permit or such other documents or records relating to my bookmaking activity.
- 22) **Holding Returns:** I agree that whenever I carry on business at a race meeting, I shall immediately after every race at that meeting on the day, whether I accept any bets or not, deliver a bar-coded holding return receipt in respect of such race to Horse Racing Ireland by handing it at such meeting to an Authorised Officer of Horse Racing Ireland.
- 23) **Point to Point Holding Returns:** I agree that whenever I carry on business at a point to point meeting I will provide my total holding return in respect of such meeting to Horse Racing Ireland not later than seven days after the date of the fixture.

### **Unpaid/Disputed Bets**

- 24) **Non-payment of Amounts Due to Backers/Disputed Bets:** I acknowledge that in the case of an unpaid or disputed bet, I must inform the customer that he (the customer) may refer the matter in person or in writing for decision to Horse Racing Ireland. Where HRI make a decision in relation to such a bet, I agree to be bound by such decision. In the event that any amount is found to be due to the customer, this amount may be treated as an amount due to HRI for purposes of (18) above and HRI may pay such amount to the customer on my behalf unless an alternative arrangement is agreed.

In the event that my cash security deposit is insufficient to discharge amounts found by HRI to be due to my customer(s), and which I am unable to pay, I hereby appoint HRI to act as my agent in relation to the sale, transfer, disposal of some or all of the seniorities registered in my name and authorise HRI to complete and execute the requisite forms on my behalf. I further authorise HRI to negotiate the sale/transfer consideration, receive the proceeds from the sale/transfer of my seniorities and HRI to pay out the proceeds to such punters as they see fit.

I accept that I will have no claim on the proceeds until all outstanding amounts found to be due to punters have been paid.

I understand that the above entitlement provided to HRI is intended to provide a contingency mechanism to allow for the payment of winning bets placed by the general public where the bookmaker is unable to pay such bets. It is not intended that this mechanism would be utilised to deal with trade bets between permit holders.

### **Representative Permits**

- 25) **Representative Permits:** I agree that these conditions will also apply (as appropriate) in the event that any on-course betting representative permit is issued to me. I agree that a Representative working on my behalf must operate using only my name or trading name as recorded with Horse Racing Ireland and that all betting tickets issued must be in my name or trading name. These permits are for the term of my permit and must be renewed annually. I understand that, except in unforeseen circumstances, Representative Permits will only be issued on 1<sup>st</sup> March each year. I also understand that any Representative may not hold a Representative Permit for more than two principals.

### **Permit Term**

- 26) **Permit Term:** I agree the term of the On-Course Betting Permit shall be for the period from 1<sup>st</sup> March 2018 to 28<sup>th</sup> February 2019. Unless otherwise decided by Horse Racing Ireland, I agree that I am required to reapply to Horse Racing Ireland for such permit on an annual basis. I understand that in circumstances where I have not renewed my On-Course Betting Permit by 1<sup>st</sup> July, my security deposit may be returned by HRI and any subsequent application for a permit shall be treated as a new application.