

IN THE MATTER OF PROCEEDINGS BROUGHT UNDER THE WPBSA CONDUCT REGULATIONS

Before:

Graeme McPherson KC (Chair)
Steven Flynn
Gordon McKay

BETWEEN:

The World Professional Billiards and Snooker Association

Appellant

and

Mark King

Respondent

**DECISION OF THE DISCIPLINARY COMMITTEE
ON SANCTION AND COSTS**

(A) Introduction

1. As set out in our Decision and Written Reasons dated 30 July 2024 (*'the Breach Decision'*):
 - a. In relation to the Perry match, we found that Mr King had acted:
 - i. In breach of Part 2 Rule 2.1.2.1 and Rule 2.2 of the WPBSA Regulations as alleged in Charge 3, and

ii. In breach of Part 2 Rule 2.1.3.1 of the WPBSA Regulations as alleged in Charge 4

b. We dismissed Charge 1 and Charge 2. Those Charges related to the Higgins match.

2. We subsequently received written submissions from both parties on issues of sanction and costs. Having considered those written submissions¹ and the authorities referred to therein, this is now our Decision on Sanction and Costs. In this Decision we adopt the terms and abbreviations used in the Breach Decision.

(B) Sanction

I. Introduction

3. The WPBSA contended that Mr King should be Suspended (as defined in Part 2 Rule 1.1 of the WPBSA Regulations) for a fixed period of time. Mr King accepted that a sanction of that nature is “*inevitable*” given our findings in the Breach Decision. Mr King was right to adopt that realistic position. Mr King’s conduct in this case not only justifies the imposition of a period of Suspension, it requires it. No lesser sanction would adequately achieve the sanctioning aims and objectives that we summarise below.

4. The principal issue between the parties was as to the length of the Suspension that should be imposed on Mr King.

II. Overarching principles

5. There was little between the parties as to the overarching principles to be considered and applied by the Disciplinary Committee when determining the sanction in a case such as this. We therefore summarise the key principles briefly.

¹ Neither party requested us to convene a further oral hearing, either in person or remotely, for the purpose of making submissions on sanction or costs.

6. First, any sanction imposed must be proportionate. Assessing proportionality requires us to ensure that any limitation imposed on Mr King's participation in the sport of snooker is no more than is necessary to achieve the objectives of the disciplinary process.
7. Secondly, an important objective of the disciplinary process in a case such as this is the maintenance of the integrity of snooker. Match-fixing and conduct relating to match-fixing undermine the integrity of any sport. Such conduct should be considered a serious breach of the rules of any sport. The very essence of sport is that competition should be fair. Conduct that subverts that principle strikes at the very heart of sport.
8. Thirdly, a Disciplinary Committee can and should impose a sanction which reflects appropriate elements of punishment, prevention and deterrence. Care must however be taken to ensure that, when considered as a whole, the sanction imposed to reflect those elements remains proportionate to the breaches committed and the objectives of the disciplinary process.
9. Fourthly, although the WPBSA has no "*Penalty Guidelines*" and there is no system of binding precedent, previous decisions of Disciplinary Committees and Appeal Committees can be of assistance when considering what nature and level of sanction might be imposed in a particular case. Care must however be taken to ensure that the sanction imposed in a particular case properly and fairly reflects the particular facts and circumstances of that case; every case is different.
10. Fifthly, although we found Mr King to have been in breach of a number of separate Rules of the WPBSA Regulations and found two separate Charges proven, such breaches can properly be reflected in a single sanction where that is appropriate on the facts of the case. We concluded that it was indeed appropriate in this case to impose a single sanction on Mr King to reflect his multiple breaches of the WPBSA Regulations.

III. **Application of those principles in this case**

a. *The starting point*

11. The WPBSA submitted that the previous decisions of other Disciplinary Committees and Appeal Committees to which it referred provided a “*framework*” or “*pattern*” into which (the WPBSA submitted) we could ‘*fit*’ this case and thus arrive at an appropriate starting point for assessing the length of the Suspension to impose, which would then be adjusted to reflect any aggravating and/or mitigating features of this case. Mr King agreed that previous decisions of other Disciplinary Committees and Appeal Committees provide ‘*guidance*’ for the purpose of determining the starting point for assessing the length of the Suspension that we should impose in this case.

12. While in our view it is not appropriate to regard previous decisions as providing some sort of binding ‘*tariff*’ or ‘*benchmark*’ to determine the appropriate starting point for the length of a suspension in cases of match-fixing, the previous decisions to which we were referred do provide useful guidance as to:

- a. What sanctions previous Committees have imposed in cases of match-fixing and similar misconduct, and
- b. What previous Committees have concluded did and did not qualify as aggravating and/or mitigating features in other cases.

We considered each of those previous decisions with care, although we kept firmly in mind that the appropriate sanction in an individual case will always depend on its own facts. We also stepped back and asked ourselves independently of those previous decisions what ‘*starting point*’ for the length of suspension we considered to be merited in a case such as this.

13. In the case of a single instance of match-fixing for the purpose of enabling third parties to profit from betting on the outcome of the fixed match, we concluded that the correct starting point (i.e. before adjustment for any aggravating and/or mitigating features) would be a Suspension for a period in the region of four (4) years. In reaching that conclusion:

- a. We disregarded the decision of the Disciplinary Committee in the case of *John Sutton* (20 May 2015). In that case the Disciplinary Committee imposed a suspension of six (6) years on a player who had been found to have fixed the outcome of a single match

and provided information to others to be used for betting. However, as was noted by the Disciplinary Committee in the later case of WPBSA v Liang Wenbo (6 June 2023)

- i. that sanction was arrived at by the Disciplinary Committee applying the ‘*exceptional circumstances*’ proviso under the presumptive lifetime ban regime, and
- ii. the result might have been different had that Disciplinary Committee had an unfettered discretion to determine the proportionate sanction

b. We considered that (as Mr King submitted) the range of cases considered and resolved by the Disciplinary Committee in the case of WPBSA v Liang Wenbo (6 June 2023) provided support for our assessment of the appropriate starting point.

b. Aggravating features

14. The WPBSA submitted that we should consider this to be a “*very serious case of match fixing*”.

15. Plainly any case of match-fixing is serious. However, we accept that some instances of match-fixing will be more serious than others; much turns on the facts of each individual case. And in this case, although we found Mr King to have fixed ‘*only*’ one match, we agree that for the reasons set out in the Breach Decision this should be considered a serious case of match-fixing. That amounts to an aggravating feature in this case.

16. We also accepted the WPBSA’s submission that the following were further aggravating factors in this case:

- a. First, the fixing of the Perry match had been a premeditated process in which Mr King must have actively and willingly participated, both before and (self-evidently) during the Perry match
- b. Secondly, as set out in the Breach Decision, Mr King subsequently created a false narrative and acted dishonestly so as to conceal his involvement in the fixing of the Perry match. Mr King not only repeatedly lied himself, including in his evidence to us,

but as is clear from the Breach Decision, he must also have caused others to lie and conceal evidence on his behalf

- c. Thirdly (albeit to a lesser extent), Mr King's experience and seniority as a professional snooker player. Just as youth and impressionability can be mitigating factors so, in our view, age/experience and sophistication can be aggravating features.

17. We did not find any of the further features identified by the WPBSA to be aggravating features in this case. Amongst those further features:

- a. The WPBSA submitted that we should consider the fact that there had been no external pressures (such as from third parties or undue financial pressure) on Mr King to fix the Perry match as an aggravating feature. We disagree. While external pressures resulting in participation in match-fixing has been found to be a mitigating factor in other cases, the absence of external pressure does not in our view aggravate the breaches in this case. In our view the absence of external pressures was a neutral matter for the purpose of determining sanction
- b. The WPBSA also submitted that Mr King must have expected to be remunerated for fixing the Perry match, and that the expectation of remuneration ought to be considered as an aggravating feature. We disagree. Expectation of reward (financial or otherwise) is in our view likely to be '*the norm*' in most cases of match-fixing, and as such is generally to be considered as part and parcel of the breach. That is how we approached that issue in this case.

18. We also considered whether Mr King's failure to plead guilty or to show any remorse for his conduct should be considered as aggravating features. We concluded that neither were aggravating features. While a guilty plea and/or genuine expressions of remorse will often be mitigating factors, the absence of such features does not in our view amount (certainly in this case) to an aggravating feature. Such matters were neutral for the purpose of determining sanction.

c. Mitigating factors

19. Mr King identified two features which he contended we should regard as mitigating factors in this case:

- a. First, what he described as our finding that in 2022 he had been “*in pressing and urgent need of funds to meet debts and ongoing expenses*”. That is not a mitigating factor in this case:
 - i. The words from the Breach Decision on which Mr King relies are taken out of context. The Disciplinary Committee made no finding to the effect that Mr King acted as he did because of financial pressures, and
 - ii. At no time was it Mr King’s case that he had engaged in match-fixing because of financial pressures or difficulties. The evidence did not demonstrate that to be the case
- b. Secondly, Mr King’s previous good disciplinary record. However, in our view that is not something to be regarded as a mitigating factor (and certainly not a significant mitigating factor) in a case such as this. A poor previous disciplinary record on the part of a player, or a record of previous similar Misconduct, might be regarded as an aggravating feature, but a good disciplinary record or an absence of similar previous Misconduct – which a Disciplinary Committee is entitled to reasonably expect to be the default position, or a ‘given’ for a senior professional sportsperson – is in our view to be regarded as a neutral factor for the purpose of determining sanction.

20. It therefore follows that we did not find there to be any mitigating features in this case.

d. Drawing the strands together

21. Applying the principles set out above, we concluded that the appropriate sanction to impose on Mr King in this case is a Suspension of five (5) years. In our view that sanction

- a. Reflects the nature and gravity of the breaches of the WPBSA Regulations committed by Mr King, and the aggravating and (lack of) mitigating features in this case,

- b. Reflects the three sanctioning elements to which we have referred above, and
- c. Is proportionate.

22. While the Suspension remains in place Mr King is precluded from participating in any way in activities or events recognised or organised by the WPBSA (including but not limited to playing, coaching, officiating, management, organisation, administration and/or promotion).

IV. Should any part of the Suspension be suspended?

23. We saw no justification for suspending any part of the five (5) year Suspension. Accordingly, we declined to do so.

V. From what date should the five (5) year Suspension start?

24. Mr King has been subject to an interim Suspension since 18 March 2023 and has complied with the terms of that interim Suspension.

25. In those circumstances it is appropriate to backdate the start of the five (5) year Suspension to 18 March 2023. Mr King's Suspension therefore runs from 18 March 2023 until 17 March 2028, both dates inclusive.

(C) Costs

26. The WPBSA's costs of these proceedings are £105,852.59. Those costs comprise:

- a. Hearing Costs totalling £50,828.09. Those costs comprise costs of the Disciplinary Committee in conducting the Hearing and determining the Charges, costs of the Chair conducting procedural steps in the proceedings, costs of Sport Resolutions, disbursements and other administrative costs
- b. WPBSA Costs totalling £55,024.50. Those costs comprise:
 - i. WPBSA legal support - £34,825.00

- ii. Investigation and case preparation - £15,900.00
- iii. Travel and accommodation - £2,070.70
- iv. Transcription of audio interviews - £2,228.80.

27. The WPBSA invited us to order Mr King to pay those costs in full. Mr King opposed such an order being made on a number of grounds.

I. Costs incurred in connection with the Higgins match

28. The Hearing Costs and WPBSA Costs comprise costs incurred in investigating and prosecuting Charges 3 and 4 against Mr King in respect of the Perry match (*'the Perry charges'*) and Charges 1 and 2 against Mr King in respect of the Higgins match (*'the Higgins charges'*). The costs relating to the Higgins charges were sought by the WPBSA from Mr King even though the Higgins charges were found by us not to have been proven by the WPBSA to the requisite standard. The WPBSA submitted that such an order was nonetheless justified because:

- a. Mr King had brought the investigation of the Higgins match upon himself;
- b. There had been good reason for the WPBSA to investigate the Higgins match, and
- c. The evidence and analysis of the Higgins match would have been deployed by the WPBSA in connection with the prosecution of the Perry match in any event.

29. Mr King opposed any order that he should pay costs:

- a. Of the investigation into the Higgins match, or
- b. Of the prosecution of the Higgins charges.

That opposition was principally on the basis that the Higgins charges had been dismissed.

30. We agree with Mr King that the WPBSA should not be entitled to recover from him costs relating to the investigation of the Higgins match or the prosecution of the Higgins charges.

None of the reasons put forward by the WPBSA provide any justification for ordering Mr King to pay such costs in this case.

31. We consider below how that impacts the calculation of the Hearing Costs and the WPBSA Costs as calculated by the WPBSA and sought from Mr King.

II. The reasonableness of the WPBSA's costs *per se*

32. Mr King also takes issue with the reasonableness of aspects of the WPBSA Costs in these proceedings. He does so on a number of bases.

33. First, Mr King asserts that the costs claimed are “*excessive*” when compared with costs incurred by the WPBSA in other cases:

- a. It is correct that the costs sought by the WPBSA appear higher in this case than in a number of other cases where costs information is available
- b. However, there is little to be gained by a comparison of costs in that way. Whether costs are reasonable will depend on the particular facts of each case. The question for us therefore is whether the WPBSA Costs are reasonable in this case.

34. Secondly, Mr King criticises what he asserts is the relatively scant level of detail provided by the WPBSA to justify the WPBSA costs:

- a. The WPBSA initially provided only a schedule summarising the WPBSA Costs (and the Hearing Costs). From that schedule alone it was indeed difficult to understand how the WPBSA had come to incur the WPBSA Costs that it had, particularly as regards those costs described as “*WPBSA Legal support*” and “*Investigation and case preparation*”;
- b. At the request of the Disciplinary Committee the WPBSA subsequently provided:
 - i. An explanation of what the costs in each of those categories comprised;
 - ii. Invoices referencing those costs, and

- iii. Confirmation as to the costs that had in fact been paid to date by the WPBSA
- c. Mr King subsequently provided further submissions on the reasonableness of the WPBSA Costs in the light of that additional detail. Those submissions focus primarily on the costs claimed by the WPBSA as “*Investigation and case preparation*”. Those costs comprise:
 - i. Sums totalling £14,400 paid to Nigel Mawer, the WPBSA’s Head of Integrity², for work carried out by him on a day rate in connection with the WPBSA’s investigation into and prosecution of Mr King, and
 - ii. Sums totalling £1,500 paid to Mike Dunn for “*expert evidence*”³. That evidence relates to both the Perry charges and the Higgins charges.

35. In our view two aspects of Mr King’s criticisms of the fees claimed by the WPBSA in respect of Mr Mawer’s time are justified:

- a. First, time records for the work done by Mr Mawer have not been produced. All that the WPBSA has produced are invoices which describe in very high-level terms what Mr Mawer has done to justify the fees claimed. For example, Invoice No: 345 records “*13/2/23 – 22/03/2023 Mark King investigation – Data gathering, investigation and interpretation. Travel to Leicester and return (£450 x 10) = £4,500*”. While the WPBSA has apparently been satisfied that Mr Mawer is entitled to be paid for the work for which he has claimed, we cannot be satisfied on the basis of the limited information before us that such fees are reasonable to reflect the work in fact done by Mr Mawer in the ten (10) days for which Mr Mawer has charged in that invoice. The same issue arises in a number of invoices

² Mr Mawer has explained (1) that he is employed by the WPBSA as a director (for which he is paid a fee), (2) that he is separately contracted to provide integrity services to the WPBSA, and (3) that where he is contracted to carry out investigations that “*sit outside the day-to-day Head of Integrity role*”, he is contractually entitled to payment of £450 per day from the WPBSA. This investigation, Mr Mawer confirms, did indeed sit outside his day-to-day Head of Integrity role, meaning that he became entitled to charge that daily rate. The sum of £15,900 claimed by the WPBSA includes a total of 32 days charged by him in relation to the investigation and case preparation.

³ Mr King expresses surprise that fees have been paid to Mr Dunn for his reports, input and evidence in the light of evidence given by Mr Dunn at the hearing. While we note that surprise, it is not a matter relevant to issues of costs before us.

- b. Secondly, on the face of the invoices there does appear to be a degree of duplication between work done by Mr Mawer (for which the WPBSA seeks to recover costs) and work done by (for example) Sportradar (for which the WPBSA does not seek to recover costs) and others.

36. Thus, regardless of what we say below as regards the recoverability of those costs that relate to the investigation of the Higgins match and the prosecution of the Higgins charges, we agree that the WPBSA's "*Investigation and case preparation*" costs fall to be reduced to what we can be satisfied is a reasonable level.

III. How do we reflect the above matters?

37. The Disciplinary Commission acknowledges that identifying

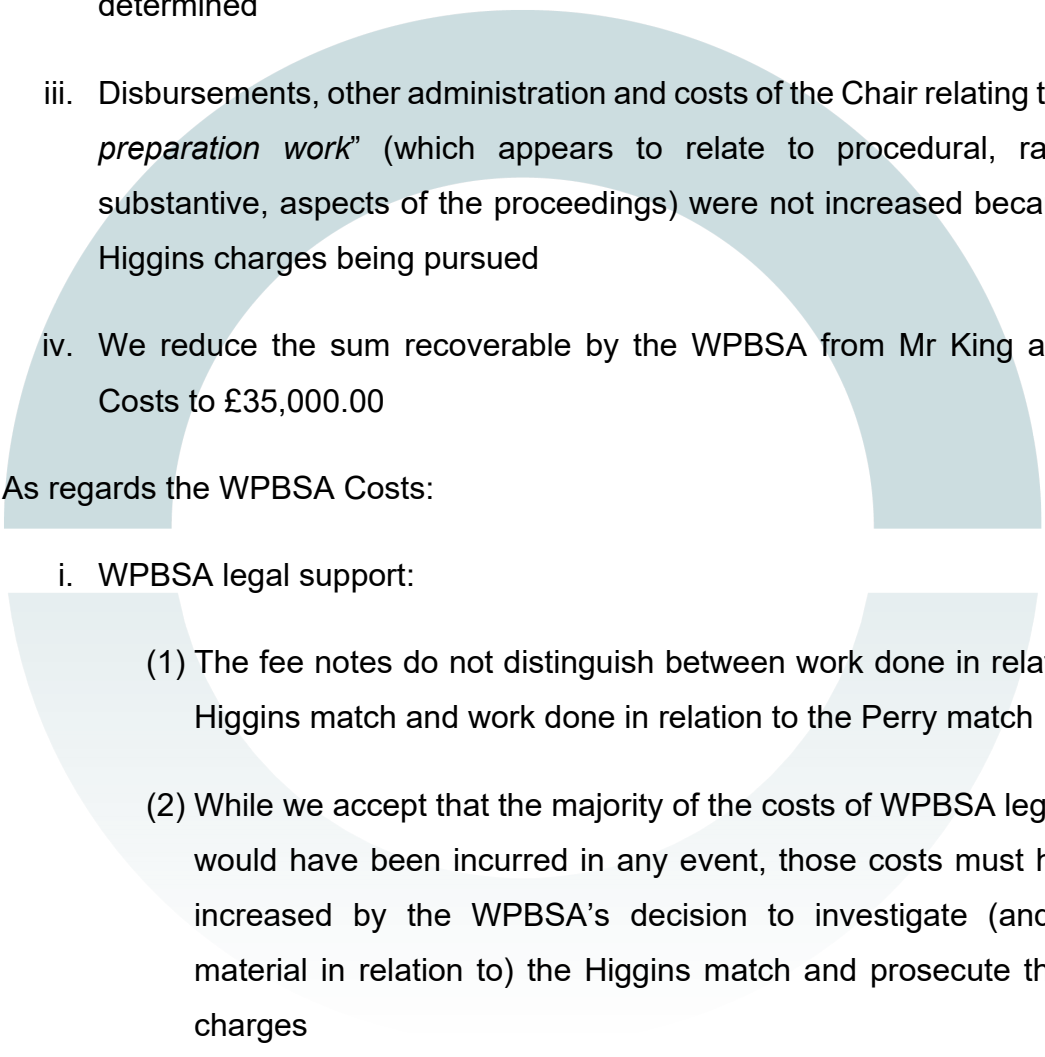
- a. Which costs relate to the Higgins match and the Higgins charges and so are not recoverable from Mr King at all; and
- b. Which costs relate to the Perry match and the Perry charges

is not straightforward in this case, particularly given the very limited level of detail provided by the WPBSA about the costs claimed. So for example, while it would appear to follow that all costs incurred prior to the WPBSA being '*tipped off*' about the Higgins match allegedly being fixed must be referable solely to the investigation of the Perry match, it is far harder to determine whether the time spent and the costs incurred after that date related to the investigation and prosecution of charges relating to the Higgins match, the Perry match, or both matches.

38. And likewise, identifying the extent to which costs relating to the Perry match and the Perry charges are unreasonable is not straightforward given the limited level of detail in the WPBSA submissions and invoices with which we have been provided.

39. However, doing the best that we can, we conclude as follows:

- a. As regards the Hearing Costs:

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- i. The Disciplinary Committee spent time reading into, hearing and then considering the materials and charges relating to the Higgins match and the Higgins charges. The prosecution of the Higgins match therefore did cause Hearing Costs to be incurred, which are not recoverable from Mr King
 - ii. The costs of Sport Resolutions were similarly increased by virtue of the charges relating to the Higgins match needing to be considered and determined
 - iii. Disbursements, other administration and costs of the Chair relating to “*hearing preparation work*” (which appears to relate to procedural, rather than substantive, aspects of the proceedings) were not increased because of the Higgins charges being pursued
 - iv. We reduce the sum recoverable by the WPBSA from Mr King as Hearing Costs to £35,000.00
- b. As regards the WPBSA Costs:
- i. WPBSA legal support:
 - (1) The fee notes do not distinguish between work done in relation to the Higgins match and work done in relation to the Perry match
 - (2) While we accept that the majority of the costs of WPBSA legal support would have been incurred in any event, those costs must have been increased by the WPBSA’s decision to investigate (and produce material in relation to) the Higgins match and prosecute the Higgins charges
 - (3) We reduce the sum recoverable by the WPBSA from Mr King in respect of legal support costs to £23,000
 - ii. Investigation and case preparation:

- (1) Certain of Mr Mawer's invoices clearly relate to the investigation of the Perry match – for example, those that predate the '*tip off*' and the commencement of any investigation into the Higgins match
- (2) Others of Mr Mawer's invoices do appear to relate to the investigation of the Higgins match – for example, the narrative on Invoice No: 351 is "*Mark King investigation – New match investigation and data gathering ...*". Those costs are not recoverable from Mr King
- (3) In many cases it is however unclear whether the time spent and the costs incurred relate to the investigation and prosecution of charges relating to the Higgins match, the Perry match, or both matches. We must therefore once again form a view as to what proportion of Mr Mawer's costs the WPBSA should be permitted to recover
- (4) And as we have said above at paragraphs 35 and 36, the invoices that have been submitted are not sufficiently detailed for us to be satisfied that the sums claimed by Mr Mawer are reasonable, such that they should be awarded as costs against Mr King
- (5) Work done and charged for by Mr Dunn in relation to the Higgins match are not costs to be paid by Mr King. We agree with Mr King that, from the information provided by the WPBSA, 50% of the sum of £1,500 paid to Mr Dunn appears to relate to the Higgins match
- (6) We reduce the sum recoverable by the WPBSA as Investigation and case preparation costs to £6,000

iii. We see no reason to reduce the sums claimed in respect of travel and accommodation and the transcription of audio interviews. Those sums total £4,299.50.

40. Thus subject to the further matter considered below, we conclude that Mr King should pay to the WPBSA costs totalling £68,299.50.

IV. Should we reduce that figure to reflect Mr King's financial position ?

41. Mr King invited us to reduce yet further any costs order made against him in favour of the WPBSA to reflect what was described as his "*limited financial resources*"⁴. It was suggested on his behalf that such an approach had been adopted in previous cases where a respondent's financial position meant that he would be unable to meet any significant costs liability.

42. Although we agree that an award of costs is discretionary (both as to fact and amount), our discretion is to be exercised on a principled basis:

a. In our view, the correct approach for us to take in this case is:

- i. To determine the amount of costs that we consider the WPBSA should *prima facie* be entitled to recover from Mr King on an application of the principles that we have set out above, and then
- ii. To ask ourselves whether in the exercise of our discretion we should reduce that figure to reflect all the circumstances of this case.

That is what we did.

b. As set out above, we determined that the amount of costs to which the WPBSA is *prima facie* entitled to recover from Mr King to be £68,299.50

c. Having done so, we concluded that Mr King should indeed be ordered to pay that sum to the WPBSA as the costs of these proceedings; no reduction should be applied to reflect Mr King's financial position. It will be for the WPBSA to consider whether, and if so how, they might choose to enforce that order against Mr King.

(D) Order

43. The Disciplinary Committee therefore orders as follows:

⁴ Although only limited information as to Mr King's financial position was available to us.

- a. From 18 March 2023 until 17 March 2028 (both dates inclusive), Mr King is precluded from participating in any way in activities or events recognised or organised by the WPBSA (including but not limited to playing, coaching, officiating, management, organisation, administration and/or promotion), and
- b. Mr King shall pay costs to the WPBSA in the sum of £68,299.50.

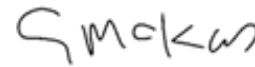
44. Pursuant to Part 2 Rules 10.1 and 11 of the WPBSA Regulations Mr King and the WPBSA shall have the right to appeal the Breach Decision and this Decision to the Appeal Committee.



Graeme McPherson KC (Chair)



Steven Flynn



Gordon McKay

14 November 2024

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