



## **SPORT RESOLUTIONS – SAMPLE STANDARD REFERRAL CLAUSES**

### **Appeals (Including, But Not Limited To, Disciplinary, Selection, Eligibility Proceedings)**

Any appeal shall be made within [insert number of days] days to a [sole arbitrator/tribunal of [three] arbitrator(s)] appointed in accordance with the Arbitration Rules of Sport Resolutions (a trading name of The Sports Dispute Resolution Panel Ltd - Company No. 03351039). *The Appeal shall be governed by the Arbitration Act 1996 and Sport Resolutions' Appeal Arbitration Rules, which Rules are deemed to be incorporated by reference to this clause.* The decision of [the sole arbitrator/tribunal] shall be final and binding on all concerned.

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### **Arbitration**

#### **Sample Clause 1 – General Arbitration Clause**

The parties agree that all disputes between them shall be referred to Sport Resolutions (a trading name of The Sports Dispute Resolution Panel Ltd - Company No. 3351039) for final and binding arbitration in accordance with the Arbitration Act 1996 and Sport Resolutions' Arbitration Rules, which Rules are deemed to be incorporated by reference to this clause.

#### **Sample Clause 2 – Agreement/Contract Specific Arbitration Clause**

Any dispute arising out of or in connection with this [Agreement/Contract], including any question regarding its existence, validity or termination, shall be referred to Sport Resolutions (a trading name of The Sports Dispute Resolution Panel Ltd - Company No. 03351039) for final and binding arbitration in accordance with the Arbitration Act 1996 and Sport Resolutions' Arbitration Rules, which Rules are deemed to be incorporated by reference to this clause.

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## **Mediation**

The parties agree that any disputes between them *[in connection with this Agreement/Contract]* shall be referred to Sport Resolutions (a trading name of The Sports Dispute Resolution Panel Ltd - Company No. 03351039) for resolution by mediation in accordance with Sport Resolutions' Mediation Procedure, which Procedure is deemed to be incorporated by reference to this clause.

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## **Combined Mediation/Arbitration**

The parties agree that all disputes between them *[in connection with this Agreement/Contract]* shall be referred to Sport Resolutions (a trading name of The Sports Dispute Resolution Panel Ltd - Company No. 03351039) for resolution by mediation in accordance with Sport Resolutions' Mediation Procedure, which Procedure is deemed to be incorporated by reference to this clause.

If the dispute is not settled within [insert number of days] days of the mediation being instituted, or within such other period as the parties shall agree in writing, the dispute(s) shall be referred to and finally resolved by arbitration under the Arbitration Act 1996 and Sport Resolutions' Arbitration Rules, which Rules are deemed to be incorporated by reference to this clause.

## **National Safeguarding Panel**

The following matters arising under these Rules shall be submitted for determination by the National Safeguarding Panel (NSP) c/o Sport Resolutions (a trading name of The Sports Dispute Resolution Panel Ltd - Company No. 03351039) in accordance with the NSP Rules, as amended from time to time, which Rules are deemed to be incorporated by reference to this clause:

- allegations that a person has engaged in conduct which directly or indirectly adversely affects the welfare and safety of a child or children and/or places them at risk
- an application that a Provisional Suspension, arising from concerns or allegations that a person has engaged in conduct which directly or indirectly adversely affects the welfare and safety of a child or children and/or places them at risk, should not be imposed (or be lifted)
- an appeal brought against any finding of fact and/or decision made under these Rules regarding the conduct of a person which directly or indirectly adversely affects the welfare and safety of a child or children and/or places them at risk

#### Notes

1. Words in italics are optional, and can be deleted and/or amended as necessary to fit case-specific drafting requirements.
2. Any limitations on the substantive matters to be arbitrated/mediated should be set out expressly in the standard clause. If no limitations are expressed, it will be assumed that the parties intend all disputes between them to be arbitrated/mediated in accordance with the standard clause.
3. Sport Resolutions' Arbitration Rules and Mediation Procedure set out the detailed procedural steps to be followed. Please refer to **[www.sportresolutions.com](http://www.sportresolutions.com)**