

TERMS OF BUSINESS

Important Information

- 1.1 These are the Terms of Business on which SR will provide the Service. In conjunction with the completed Order Form, these Terms of Business form the dispute resolution services Agreement between SR and the Client. This Agreement becomes binding on the parties when SR counter-signs the completed Order Form (as signed and submitted to SR by the Client).
- 1.2 The following words have the following meaning:
- 1.2.1 "**Agreement**" means these Terms of Business and the Order Form;
 - 1.2.2 "**Client**" means the client requesting and receiving the Service, and whose details are set out in Section 2 of the Order Form
 - 1.2.3 "**Authorised Representative**" means the person nominated by the Client to be responsible for the day-to-day management of this Agreement on the part of the Client and whose details are set out in Section 2 of the Order Form;
 - 1.2.4 "**Confidential Information**" means (a) the details of the Client, (b) the existence of the dispute for which the Client has instructed SR to provide the Service and the state of that dispute following expiry or termination of this Agreement, (c) all dispute-related communications, information (whether given orally, in writing or otherwise) and documents (in whatever format) disclosed to SR by the Client for the purposes of this Agreement, (d) all communications, information (whether given orally, in writing or otherwise) and documents (in whatever format) between the Client and SR for the purposes of this Agreement, (e) all negotiations/settlement discussions conducted by the Client in the course of the Service, (f) all oral or written communications between the Professional, the Client and/or SR in a continuing effort to resolve the dispute for which the Client has instructed SR to provide the Service, (h) any information the release of which is likely to prejudice the commercial interests of the Client or SR (as the case maybe), and (g) any other information marked as 'confidential' or bearing a confidential quality according to law;
 - 1.2.5 "**Initial Period**" means the period of 5 days following the Start Date;
 - 1.2.6 "**End Date**" means the date on which the Agreement expires i.e. the date on which the provision of the Service is concluded;
 - 1.2.7 "**Estimated Fees**" mean the Fees set out in Section 6 of the Order Form;
 - 1.2.8 "**Fees**" mean the "**SR Costs**" (i.e. the costs incurred by SR in providing the Service to the Client), "**Professional Costs**" (i.e. the costs associated with SR instructing a Professional), "**Expenses**" (i.e. refreshments, lunch, secondary items such as copying, court reporting, technology equipment, and SR/Professional miscellaneous items such as travel/sustenance), and "**Extra Charges**" (i.e. room hire charges);
 - 1.2.9 "**FOIA**" means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner relating to such legislation;
 - 1.2.10 "**Order Form**" means the dispute resolution services order form;
 - 1.2.11 "**Professional**" means the dispute resolution professional instructed by SR pursuant to this Agreement;
 - 1.2.12 "**Service**" means the service to be provided by SR under this Agreement. The generic details of all services that SR offers are set out at [insert SR webpage URL - Table of Services (Standard Services A-D and Specialist Services)];
 - 1.2.13 "**Service Specification**" means the specification of the Service set out in Section 3 of the Order Form;
 - 1.2.14 "**Service Timetable**" means the timetable relating to the Service (agreed by SR and the Client) as set out in Section 4 of the Order Form;
 - 1.2.15 "**SR**" means The Sports Dispute Resolution Panel Limited (Company number: 3351039) trading as Sport Resolutions (UK);
 - 1.2.16 "**Start Date**" means the date on which the Agreement commences and this is the date on which SR counter-signs the completed Order Form (as signed and submitted to SR by the Client). It is set out in Section 1 of the Order Form;
 - 1.2.17 "**Terms of Business**" means these terms and conditions;
 - 1.2.18 "**Total Fees**" means the Fees incurred (at the time of invoicing) in providing the Service to the Client; and
 - 1.2.19 "**Working Day**" means Monday to Friday excluding English public holidays.

In this Agreement: (a) any terms in the singular shall include the plural and vice versa; (b) any reference to a 'Clause' means a clause of this Agreement; (c) the word 'including' shall not be construed as a term of limitation; and (d) any headings are included for convenience only and may not be used in construing/interpreting this Agreement.

2. RESPONSIBILITIES

- 2.1 SR shall provide the Service according to the Service Specification and the Service Timetable on the terms of this Agreement,

using reasonable skill and care and of a quality conforming to generally accepted industry standard and practices. All warranties (whether express/implied by operation of law or otherwise) are hereby excluded in relation to the Service.

2.2 The Client shall:

- 2.2.1 (a) co-operate with SR, and (b) provide all the necessary information that SR may require in order for SR to prepare the Service Specification according to the requirements of the Client, and provide the Service;
- 2.2.2 perform any Client specific tasks (this includes, but is not limited to, submission of documents to SR according to any procedural deadlines set out in the Service Timetable);
- 2.2.3 promptly notify SR of any events/circumstances that may impact on SR's ability to deliver of the Service according to the Service Timetable; and
- 2.2.4 nominate an Authorised Representative who will be responsible for the day-to-day management of this Agreement on the part of the Client.

3. **PAYMENT**

- 3.1 SR has the right to request a non-refundable deposit from the Client. This deposit, if requested, must be paid by the Client within 5 days of the Start Date of this Agreement. If the Client fails to pay the deposit by the due date, this Agreement is terminated automatically without notice.
- 3.2 On receiving instructions, SR shall agree with the Client the Estimated Fees. At the time of invoicing, if the Total Fees are greater than the Estimated Fees, SR shall invoice the Client for the Total Fees.
- 3.3 For Standard Service A, SR shall invoice the Client for the Estimated/Total Fees (as the case may be), when SR sends to the Client the letter of appointment. For Standard Services B & C, SR shall invoice the Client for the Estimated/Total Fees (as the case may be), either before or after the hearing. For Standard Service D, SR shall invoice the Client for the Estimated/Total Fees (as the case may be), before the mediation hearing takes place. For Specialist Services 2-6, SR and the Client shall agree a mutually convenient invoicing date.
- 3.4 For Standard Service D, the Client shall pay any invoiced Estimated/Total Fees (as the case may be) no later than 7 days before the mediation hearing date. For Standard Services A-C, the Client shall pay any invoiced Estimated/Total Fees (as the case may be) within 7 days of the invoice date. For Standard Service C, SR will only release the arbitration award when the Client pays in full the invoiced Estimated/Total Fees (as the case may be). For Specialist Services 2-6, SR and the Client shall agree a mutually convenient payment date. If the Client fails to pay SR any sums due under this Agreement, the Client will be liable to pay interest to SR on any such sums from the due date for payment at an annual rate equivalent to the Bank of England base rate from time to time plus 4%, accruing on a daily basis until payment is made, whether before or after any judgment.
- 3.5 If SR re-arranges the timing of delivery of the Service (this includes but is not limited to any postponement of a hearing) due to the Client's non-compliance with the Service Timetable, the Client shall be liable for any additional Fees incurred by SR in re-arranging the timing of delivery of the Service.

3.6 SR is registered for VAT purposes.

4. **LIABILITY**

- 4.1 Neither party shall exclude or limit its liability for (a) death or personal injury caused by its negligence, and (b) fraudulent misrepresentation.
- 4.2 SR shall not be liable for (a) loss of profit, or revenue, or anticipated savings, or goodwill, or loss of data howsoever caused, and (b) indirect or consequential loss.
- 4.3 The Client agrees that it will have no remedy in respect of any untrue statement or representation made to it upon which it relied in entering into this Agreement and that its only remedies are for breach of contract (unless the statement was made fraudulently).
- 4.4 SR's Contractual Liability to the Client shall not exceed £50,000. ("**Contractual Liability**") means liability howsoever arising under or in relation to the subject matter of this Agreement that is not: (a) unlimited by virtue of Clause 4.1, or (b) excluded pursuant to Clause 4.2.

5. **TERM & TERMINATION**

- 5.1 This Agreement shall start on the Start Date and shall continue until the End Date or termination in accordance with this Clause 5 (whichever is earlier).
- 5.2 Either party has the right to terminate this Agreement by giving written notice to the other party. If the Client terminates the Agreement at any time after the Initial Period, SR shall be entitled to any irrecoverable Fees.
- 5.3 Either party has the right to terminate this Agreement immediately by written notice: (a) if the other party commits any material breach of its obligations under this Agreement and fails to remedy that breach within 28 days of written notice of that breach (the 28 day period only applies where the material breach is capable of remedy – if it is incapable of remedy, the Agreement may be terminated immediately by written notice), and (b) if the other party (i) being an individual - commits an act of bankruptcy or becomes apparently insolvent, makes an arrangement or composition with creditors, or (ii) being a company - has a receiver, administrator or liquidator appointed whether compulsorily or voluntarily (other than for the purposes of amalgamation/reconstruction without insolvency) or any proceedings have commenced relating to insolvency or possible insolvency of the party;
- 5.4 On termination of this Agreement howsoever caused: (a) the rights and obligations created by Clauses 4, 5.4, 6, 8.5, and 8.7 (including any accrued payment obligation of the Client) shall survive, (b) any rights of either party which arose on or before termination shall be unaffected, and (c) SR shall return to the Client any documents (including copies of such documents) belonging to the Client.

6. **CONFIDENTIALITY & FOIA**

- 6.1 Confidential Information disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether before or after the date of this Agreement, shall (a) be kept secret and strictly confidential, (b) not be disclosed to any other third party without the Disclosing Party's prior written consent, except to such third parties and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the terms of this Agreement, and (c) be only used for the purpose of this Agreement ("**Permitted Purpose**").
- 6.2 Clause 6.1 shall not prevent either party from disclosing Confidential Information to its own officers, directors, employees, agents and advisers who reasonably need to know for the Permitted Purpose (each a "**Permitted Third Party**"), provided

that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this Clause 6 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Agreement). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Clause 6.

- 6.3 Clauses 6.1 shall not apply to any Confidential Information (a) which is or becomes public knowledge (otherwise than by breach of this Agreement), or (b) which was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party, or (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, or (d) which is independently developed without access to the Confidential Information, or (e) which must be disclosed to ensure the Recipient Party's compliance with any judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law, or (f) which must be disclosed to ensure compliance of the Client with FOIA.
- 6.4 SR acknowledges that the Client is or may be subject to the FOIA. SR notes and acknowledges the FOIA and the Code of Practice on the Discharge of Functions of Public Authorities (under Part 1 of the FOIA).
- 6.5 SR agrees that (a) without prejudice to the generality of Clause 6.3(e), Clause 6 is subject to the obligations and commitments of the Client under the FOIA and the Code of Practice on the Discharge of Functions of Public Authorities (under Part 1 of the FOIA), (b) subject to Clause 6.5(c), the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Client, and (c) where the Client is managing a request as referred to in Clause 6.5(b), SR will co-operate with the Client and shall respond within five Working Days of any request by it for assistance in determining how to respond to a request for disclosure.
- 6.6 SR shall and shall procure that its sub-contractors shall (a) transfer any request for information (as defined under section 8 of the FOIA) to the Client as soon as practicable after receipt and in any event within five Working Days of receiving a request for information, (b) provide the Client with a copy of all information in its possession or power in the form that the Client requires within five Working Days (or such other period the Client may specify) of the Client requesting that information, and (c) provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to a request for information with the time for compliance set out in section 10 of the FOIA.
- 6.7 The Client shall consult SR and take into account SR's views in relation to any request for disclosure of SR's Confidential Information prior to any disclosure.

DATA PROTECTION

7. The parties agree to comply and have adequate measures in place to ensure that they comply with the Data Protection Act 1988 (as amended from time to time). Any personal data acquired by either party under this Agreement shall only be used for the purposes of this Agreement.

8. GENERAL

- 8.1 **Third Party Rights:** A person not party to this Agreement does not have a right to benefit under or to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 8.2 **Assignment/Sub-contracting:** SR is allowed to assign, sub-contract or otherwise transfer this Agreement or any rights and obligations under this Agreement (whether in whole or in part) without the prior written consent of the Client. The Client is not allowed to assign, sub-contract or otherwise transfer this Agreement or any rights and obligations under this Agreement (whether in whole or in part).
- 8.3 **Entire Agreement:** This Agreement supersedes any prior agreements, arrangements, undertakings and understandings between the parties in relation to its subject-matter. As such, this Agreement constitutes the entire agreement and understanding of the parties in relation to its subject-matter.
- 8.4 **Force Majeure:** No party will be liable to the other for any delay/failure to perform its obligations under this Agreement caused by circumstances beyond its reasonable control. If such delay/failure to perform arising from such circumstances continues for more than 30 days, either party has the right to terminate this Agreement by giving written notice to the other without incurring any further liability under the Agreement.
- 8.5 **Disputes:** Any dispute arising under this Agreement shall be dealt with according to SR's complaints procedure.
- 8.6 **Notices:** All notices (which include invoices and correspondence) under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, by first-class post, by fax, or by email and shall be deemed to have been served if by hand when delivered, if by courier service or first class post 48 hours after delivery to the courier or posting (as the case may be), if by fax when confirmation of transmission is received, or if by email immediately.
- 8.7 **Law & Forum:** This Agreement shall be subject to the laws of England and the exclusive jurisdiction of the English courts, unless the Client is based in Scotland in which case this Agreement shall be subject to the laws of Scotland and the exclusive jurisdiction of the Scottish courts if so confirmed in writing by SR.

Order Form

SECTION 1 - GENERAL	
This Order Form incorporates the Terms of Business (Dispute Resolution Services)	
Once completed and signed, please return to Sport Resolutions (UK) by using the details at the bottom of this Order Form	
Order Number <i>[to be inserted by SR]</i>	
Start Date of Order <i>[to be inserted by SR]</i>	

SECTION 2 - CLIENT DETAILS		
Client 1 Details	Client 2 Details (where applicable)	
Client Name		
Contact Address		
Registered Address and Company Registration (if company)		
VAT no		
Authorised Representative Name		
Authorised Representative Job Title		
Authorised Representative Tel		
Authorised Representative Fax		
Authorised Representative Email		
I confirm that I have read the Terms of Business Signed for and on behalf of the Client by	I confirm that I have read the Terms of Business Signed for and on behalf of the Client by	
Signature		
Date		
Name		
Position		

SECTION 3 - SERVICE SPECIFICATION	
Service type <i>[e.g. Standard Service A]</i>	
Jurisdiction <i>[e.g. SR Rules & Regulation, Client(s) contract, Client consent]</i>	
Professional(s) <i>[e.g. number, specialist skills]</i>	

Order Form

etc.]	
Estimate of Professional preparation time (hrs)	
Estimate of Hearing time (hrs)	
Hearing venue <i>[If SR to source, what are Client's requirements(number of people, catering, size of room, disabled access etc.)?]</i>	The hearing will take place at:
Secondary items <i>[e.g. court reporting etc]</i>	
Any other relevant information?	

SECTION 4 - SERVICE TIMETABLE

Anticipated hearing date & time	
Any other relevant information? (e.g. submission of documents to SR, giving notice of appointment etc.)	

SECTION 5 - PAYMENT

Deposit?	
Any Budgetary constraints?	
Client responsible for payment <i>[where both Clients are responsible for payment, will they share payment, and, if so, in what proportions?]</i>	
The Client responsible for payment shall effect payment to The Sports Dispute Resolution Panel Limited Account by BACS to Barclays Bank Plc Sort Code: 20-94-48 Account No: 10916846 (current) or by cheque	

SECTION 6 – ESTIMATED FEES

This section sets out the Estimated Fees for the provision of the Service	
If the Total Fees exceed the Estimated Fees, SR shall invoice the Client for the Total Fees	
Item Description	Value (£)
<i>[e.g. SR Costs, Professional Costs (preparation and/or hearing time), Expenses, Extra Charges]</i>	

SECTION 7 - SPORT RESOLUTIONS (UK) SIGNATURE

Sport Resolutions (UK), 1 Salisbury Square, London EC4Y 8AE
T +44 (0) 20 7036 1966 ; E resolve@sportresolutions.co.uk

Order Form

Signed for and on behalf of Sports Dispute Resolution Panel Limited (Registration Number: 03351039)	
Signature	
Date	
Name	
Position	