



## **ARBITRATION RULES OF SPORT RESOLUTIONS (UK) (A TRADING NAME OF THE SPORTS DISPUTE RESOLUTION PANEL LIMITED)**

### **1. Introduction**

- 1.1 The following Rules (as amended by Sport Resolutions (UK) from time to time) ("the Rules") shall apply where any agreement, submission or reference provides in writing for arbitration, hearing or resolution under the Rules of Sport Resolutions (UK) or by Sport Resolutions (UK). All references to Sport Resolutions (UK) shall be taken to include references to The Sports Dispute Resolution Panel Limited and/or the SDRP. In such event the parties shall be taken to have agreed that the arbitration shall be conducted in accordance with these Rules.
- 1.2 In relation to arbitrations under these Rules, the role of Sport Resolutions (UK) is:
- (a) to establish or assist in establishing tribunals with power to resolve sports disputes in accordance with these Rules; and
  - (b) to assist in the smooth running of the associated proceedings.
- 1.3 The responsibility of such tribunals is (amongst other things) to resolve:
- (a) the disputes referred to them under the Appeal Arbitration Procedure; or
  - (b) the disputes referred to them under the Full Arbitration Procedure.
- 1.4 The Executive Director of Sport Resolutions (UK) shall decide in case of doubt which of the two procedures is to be followed. Such decision may not be challenged or raised as a cause of irregularity.

## **2. Appeal Arbitration Procedure**

2.1 A party (the "Appellant") may appeal from a disciplinary, doping, selection or other decision of a sports federation, governing body, club, association or other body in so far as the regulations of the relevant body or a specific arbitration agreement provide for the appeal to be heard under the Rules of Sport Resolutions (UK) or by Sport Resolutions (UK) and, unless the parties otherwise agree, insofar as the Appellant has exhausted all other procedures available under any applicable regulations.

### **2.2 Notice of Appeal**

The Appellant shall submit to Sport Resolutions (UK) and serve on the Respondent a notice of appeal containing or accompanied by (collectively referred to as the "Notice of Appeal"):

- (a) the names and addresses and the relevant contact details of all the parties and notification if any are under the age of eighteen (with their date of birth (if known)) ;
- (b) details, and where available a copy, of the decision appealed from;
- (c) the Appellant's request for relief or remedy;
- (d) if applicable an application to stay the execution of the decision appealed from together with the reasons;
- (e) a copy of the regulations or the specific written agreement of both parties providing for appeal arbitration under the Rules of Sport Resolutions (UK) or by Sport Resolutions (UK); and
- (f) any non-refundable deposit as set by Sport Resolutions (UK) from time to time.

### **2.3 Time-limit**

In the absence of a time-limit set in the regulations of the sports body concerned or of a previous subsisting agreement, the time-limit for the receipt by Sport Resolutions (UK) and for the service by the Appellant on the Respondent of the Notice of Appeal shall be twenty-one (21) days from the date of the decision from which the appeal is made or to be made.

### **2.4 Statement of Appeal**

Within ten (10) days of the expiry of the time-limit as set out in 2.3 above, the Appellant shall submit to Sport Resolutions (UK) and serve on the Respondent a Statement of Appeal (failing which the appeal shall be deemed to be withdrawn)

containing or accompanied by (collectively referred to as the "Statement of Appeal"):

- (a) a statement of the facts and any law giving rise to the appeal and upon which the Appellant is relying;
- (b) copies of all documents upon which the Appellant is relying;
- (c) a statement of any procedural matters upon which the parties have already agreed or proposals in relation to such procedure, including but not limited to apportioning costs, the location of the arbitration, any variations from the existing Rules relating to any timetable, decision-making powers, confidentiality, the number and qualification of the arbitrator(s) or any other matters.

### 2.5 Reply

Within fourteen (14) days of receipt by the Respondent of the Statement of Appeal, the Respondent shall submit to Sport Resolutions (UK) and serve on the Appellant a reply containing or accompanied by (collectively referred to as the "Reply"):

- (a) confirmation or denial of all or part of the Appellant's Statement of Appeal, setting out as fully as possible the facts and any law in the claim which the Respondent admits or denies, on what grounds and any other facts and law upon which the Respondent relies;
- (b) copies of all documents on which the Respondent is relying unless the document has been previously submitted by the Appellant;
- (c) any proposals in relation to the appeal procedure.

### 2.6 Further written submissions

Unless the Tribunal permits or directs otherwise, the parties shall not submit further written argument(s) after the time limited for the submission of the Statement of Appeal or the Reply as the case may be.

2.7 If the Respondent fails to submit its Reply within the time-limit set, the Tribunal may nevertheless proceed with the arbitration and deliver its award.

### 2.8 Communication of the decision

The written decision and its reasons shall be communicated by the Tribunal to the parties and a copy sent to Sport Resolutions (UK) as soon as possible and

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ordinarily within two (2) months after the receipt by Sport Resolutions (UK) of the Notice of Appeal, unless the parties otherwise agree.

### **3. Full Arbitration Procedure**

3.1 If any party wishes to bring a matter to arbitration under this Full Arbitration Procedure that party or parties ("the Applicant") shall submit to Sport Resolutions (UK) and serve on the Respondent a written notice to arbitrate under this Full Arbitration Procedure containing or accompanied by (collectively referred to as the "Notice"):

- (a) the names and addresses and the relevant contact details of all the parties to the arbitration and notification if any are under the age of eighteen (with their date of birth (if known));
- (b) a copy of the contractual documents in which the arbitration clause is contained or the specific written agreement of the parties providing for arbitration under the Rules of Sport Resolutions (UK) or by Sport Resolutions (UK);
- (c) a statement describing the nature and circumstances of the dispute, and specifying the Applicant's claim(s) against the other party/parties to the arbitration (the "Respondent") and the relief claimed or the remedy sought;
- (d) any non-refundable deposit as set by Sport Resolutions (UK) from time to time.

3.2 The date of receipt by Sport Resolutions (UK) of the Notice shall be the date the arbitration commenced ("the Commencement Date").

#### **3.3 Statement of Claim**

Within twenty-one (21) days of the Commencement Date the Applicant shall submit to Sport Resolutions (UK) and serve on the Respondent a Statement of Claim (failing which the arbitration shall be deemed to be withdrawn) containing or accompanied by (collectively referred to as the "Statement of Claim"):

- (a) a statement of the facts and any law giving rise to the arbitration and upon which the Applicant is relying;
- (b) copies of all documents upon which the Applicant is relying;
- (c) a statement of any procedural matters upon which the parties have already agreed or proposals in relation to such procedure, including but not limited to apportioning costs, the location of the arbitration, any variations from the existing Rules relating to any timetable, decision-making powers,

confidentiality, the number and qualification of the arbitrator(s) or any other matters.

3.4 Reply of the Respondent

Within twenty-one (21) days of the receipt by the Respondent of the Statement of Claim the Respondent shall send to Sport Resolutions (UK) and serve on the Applicant a reply containing or accompanied by (collectively referred to as the "Reply"):

- (a) confirmation or denial of all or part of the Applicant's Statement of Claim, setting out as fully as possible the facts and any law in the claim which the Respondent admits or denies, on what grounds and any other facts and law upon which the Respondent relies;
- (b) a statement of the nature and circumstances of any counterclaims specifying the Respondent's counterclaim(s) against the Applicant, the relief claimed or the remedy sought and the facts and law upon which the Respondent is relying ("the Counterclaim");
- (c) copies of all documents on which the Respondent is relying unless the document has been previously submitted by the Applicant;
- (d) any proposals in relation to the arbitration procedure.

3.5 Further written submissions

The Applicant may within twenty-one (21) days of the receipt by it of any Counterclaim, submit to Sport Resolutions (UK) and serve on the Respondent a defence to such Counterclaim (the "Defence to Counterclaim"). Unless the Tribunal permits or directs otherwise, the parties shall not submit further written argument(s) after the submission of the Statement of Appeal, the Reply, the Counterclaim or the Defence to Counterclaim as the case may be.

- 3.6 If the Respondent fails to submit or serve its Reply or any Counterclaim or the Applicant any Defence to Counterclaim within the time-limit set, the Tribunal may nevertheless proceed with the arbitration and deliver its award.

3.7 Communication of the decision

The written decision and its reasons shall be communicated by the Tribunal to the parties and a copy sent to Sport Resolutions (UK) as soon as possible and

ordinarily within four (4) months after the receipt by Sport Resolutions (UK) of the Notice unless the parties otherwise agree.

#### **4. Communications**

- 4.1 The parties and the Tribunal shall communicate through Sport Resolutions (UK) on procedural matters (save for documents required under these Rules to be served on another party). The Executive Director of Sport Resolutions (UK) may direct that communication shall take place directly between the Tribunal and the parties with copies of all correspondence and documents to be sent at the same time to Sport Resolutions (UK).
- 4.2 Any communication from one party to Sport Resolutions (UK) or to the Tribunal must be accompanied by a copy for the Tribunal or Sport Resolutions (UK) (as the case may be), and a copy sent to the other party.
- 4.3 All communications shall be delivered or sent by first class post, fax or email to the parties at the addresses set out for each in the Notice of Appeal or Notice, or at such address as any party may have previously notified Sport Resolutions (UK), the Tribunal and the other parties.

#### **5. Conciliation**

- 5.1 The Executive Director of Sport Resolutions (UK) before the formation of the Tribunal, and thereafter the Tribunal, may encourage the parties to seek to resolve the dispute by conciliation.

#### **6. Formation of the Tribunal**

- 6.1 Any dispute submitted to Sport Resolutions (UK) shall be decided by a one or three member tribunal ("the Tribunal") appointed by the Executive Director of Sport Resolutions (UK) unless the parties have otherwise agreed in writing (within any timescale notified by the Executive Director of Sport Resolutions (UK)) that they wish to make their respective nomination(s) in accordance with Rule 6.2 or 6.3. The Executive Director of SDRP shall decide whether to appoint a one or three member tribunal as he/she considers appropriate in all the circumstances and in discussion with the parties unless the parties have agreed in writing whether the Tribunal should consist of one or three members.

6.2 Where the parties have agreed that the Tribunal is to consist of one arbitrator and that the parties wish to agree a nomination, the Executive Director of Sport Resolutions (UK) shall propose to the parties the name(s) of potential arbitrators. The parties shall seek to agree on one, whom they shall nominate to be appointed by the Executive Director of Sport Resolutions (UK). That one Arbitrator shall constitute a valid Tribunal. If the parties fail to agree, the Executive Director of Sport Resolutions (UK) shall appoint the Arbitrator.

6.3 Where the parties agree that the Tribunal shall consist of three arbitrators and that the parties wish to nominate an arbitrator each they shall notify the Executive Director of Sport Resolutions (UK) accordingly. Each party shall be permitted to nominate one arbitrator. The Executive Director of Sport Resolutions (UK) shall propose to the parties the names of potential arbitrators from whom the parties shall seek to make their respective nominations to the Executive Director of Sport Resolutions (UK) for him/her to appoint.

6.4 If either party fails to nominate an arbitrator in accordance with these Rules, the arbitrator for that party shall be chosen by the Executive Director of Sport Resolutions (UK). If the parties nominate the same individual, that nomination shall remain and the Executive Director of Sport Resolutions (UK) shall choose the second arbitrator. The Arbitrators selected by (or on behalf of) the parties shall seek to choose the third Arbitrator from the list of potential Chairperson arbitrators as proposed by the Executive Director of Sport Resolutions (UK) (which arbitrator will act as Chairperson of the Tribunal). In the absence of agreement or if the parties so request the third Arbitrator shall be chosen by the Executive Director of Sport Resolutions (UK) from Sport Resolutions (UK)'s list of Chairperson arbitrators.

6.5 Sport Resolutions (UK) shall notify the parties of the name(s) of the Arbitrator(s) who are to constitute the Tribunal and in the case of a three member Tribunal, which Arbitrator has been appointed Chairperson.

6.6 A party may challenge the appointment of an Arbitrator where there are justifiable doubts as to the Arbitrator's impartiality or independence or where the party

raises any material objection(s). If a party intends to challenge any appointment that party shall, within seven days of notification by the Executive Director of Sport Resolutions (UK) of the appointment, submit in writing to the Chairman of Sport Resolutions (UK)'s Panel Appointments and Review Board (the "PARB") (with a copy to the Tribunal and Sport Resolutions (UK)) the reasons why that party is challenging the Arbitrator. Unless the challenged Arbitrator withdraws or the other party agrees to the challenge, the Chairman of the PARB shall decide on the challenge in accordance with Sport Resolutions (UK)'s procedures for the appointment and removal of Arbitrators and that decision shall be final.

6.7 If any Arbitrator, after appointment to a Tribunal dies, gives written notice of the desire to resign, is removed, refuses to act, or in the opinion of the Chairman of the PARB becomes unable or unfit to act, the Executive Director of Sport Resolutions (UK) shall, in accordance with Sport Resolutions (UK)'s procedures for the appointment and removal of Arbitrators appoint another Arbitrator to the Tribunal in his/her place (to act as Chairperson if the circumstances require) and shall so inform the parties and any remaining members of the Tribunal. Alternatively, if the parties so agree, the remaining members of any three member Tribunal may proceed in the Arbitrator's absence.

6.8 If in the opinion of the majority of the Tribunal, any Arbitrator has refused or failed to comply with the Rules or any applicable law relating to the making of the decision and/or award, having been given a reasonable opportunity to do so, the other Arbitrator(s) (if any) may remove him/her and the remaining Arbitrator(s) shall proceed in his/her absence.

6.9 Any appointment or removal required to be made by the Executive Director of Sport Resolutions (UK) or the Chairman of the PARB under these Rules shall be made in accordance with Sport Resolutions (UK)'s procedures for the appointment and removal of Arbitrators and after giving full consideration to the nature and circumstances of the matter, the location of the parties and any other relevant factor(s). Every Arbitrator conducting an arbitration under these Rules shall be independent, impartial, suitably qualified and capable and shall not act as advocate for any party.

- 6.10 In the case of any former member of the Tribunal, the Chairman of the PARC shall decide on the amount of the former Arbitrator's fees and expenses (if any). The remaining member(s) and any replacement member(s) of the Tribunal (or if the Tribunal is unable to decide the Chairman of the PARC in accordance with Sport Resolutions (UK)'s procedures for the appointment and removal of Arbitrators), shall decide upon the status of any prior decisions or existing proceedings of the Tribunal.

## **7. Jurisdiction of the Tribunal**

- 7.1 The Tribunal may decide on its own jurisdiction, including whether the Tribunal is properly constituted, what matters have been submitted and any objections with respect to the existence or validity of an arbitration agreement. For that purpose, an arbitration clause which forms part of a contract or part of the rules and/or procedures of a sports body in the United Kingdom shall be treated as an agreement independent of the other terms of the contract or rules and/or procedures. If the Tribunal decides that the contract is void or the rules and/or procedures invalid or otherwise unenforceable this shall not prejudice the validity of the arbitration clause.

## **8. Conduct of the Proceedings**

- 8.1 The Tribunal shall conduct the proceedings of the arbitration in such manner as it considers fit and may follow any arbitral procedure agreed by the parties if it is in the Tribunal's opinion reasonably practicable so to do. The Tribunal shall act in accordance with these Rules and any other applicable regulations. With the consent of the parties, the Tribunal may proceed in an expedited manner for which it shall issue appropriate directions. Any decision of the Tribunal in relation to the conduct of the proceedings shall be consistent with its duties at all times to act fairly and impartially, to allow the parties reasonable opportunity to put their respective cases and to deal with that of their opponent and to avoid unnecessary delay or expense, so as to provide a fair and efficient means for resolving the dispute.

## **9. Hearings**

- 9.1 The Tribunal shall subject to any agreement of the parties fix the date, time and place of any hearings in the arbitration and shall give the parties as much notice

as practicable either directly or via Sport Resolutions (UK) of the date, time and place of any hearing.

9.2 Any party requesting an oral hearing has the right to be heard in front of the Tribunal. In the absence of any such request, the Tribunal shall endeavour to reach a decision without a hearing on the basis of the written evidence.

9.3 Any such hearings shall be in private unless the parties agree otherwise or unless the Tribunal directs.

### **10. Witnesses**

10.1 The parties must notify the Tribunal and other parties as soon as practicable and within any time limits set by the Tribunal of the identity of any witnesses they wish to call and, if the Tribunal requires it, each party shall disclose the subject matter and content of the evidence on which each such witness will be relying and how that evidence relates to the points at issue and the Tribunal shall have power to decide whether such witness shall be required to attend or be called to give evidence at any hearing.

10.2 The Tribunal may question a witness at any stage and shall control the questioning of a witness by the other parties.

### **11. Experts**

11.1 The Tribunal may, provided it shall have notified the parties, appoint one or more experts acting independently and impartially of the parties to report to the Tribunal on specific issues and may require a party to give such an expert any relevant information or to produce, or to provide access to, any relevant documents, goods or property for inspection by the expert.

11.2 The Tribunal may (unless the parties shall otherwise agree) direct an expert witness to give evidence either before a hearing in the form of a written report and/or at the hearing in the form of an oral report, and may also require an expert witness to attend a hearing so that the Tribunal or the parties may question him or her.

11.3 The fees and expenses of any expert appointed by the Tribunal shall form part of the costs of the arbitration.

11.4 The parties must notify the Tribunal and other parties as soon as practicable and within any time limits set by the Tribunal of the identity of any expert they wish to call and, if the Tribunal requires it, each party shall disclose the subject matter and content of the evidence on which each such expert will be relying and how that evidence relates to the points at issue and the Tribunal shall have power to decide whether such expert shall be required to attend or be called to give evidence at any hearing.

11.5 The Tribunal may question any expert at any stage and shall control the questioning of any expert by the other parties.

## **12. Decisions and Powers of the Tribunal**

12.1 The decision and/or award of the Tribunal shall be in writing and shall be dated and signed by the Arbitrator(s), and shall state the reasons on which it is based.

12.2 Where there are three arbitrators, the Tribunal shall decide on any issue by a majority and if the Tribunal fails to reach a majority decision on any issue, the decision of the Chairperson of the Tribunal shall be final.

12.3 The sole arbitrator or Chairperson of the Tribunal shall arrange for the decision and/or award to be delivered to Sport Resolutions (UK) and Sport Resolutions (UK) shall transmit certified copies to the parties.

12.4 All decisions and/or awards of the Tribunal shall be final and binding on the parties and on any party claiming through or under them and the parties agree, by submitting to arbitration under these Rules, to waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, subject to any applicable statutory or other rights.

12.5 The Tribunal shall have the powers as set out in the Act, including the powers to make a declaration on any matter to be determined in the proceedings, to order the payment of a sum of money by way of damages or otherwise including the award of simple or compound interest on the whole or part of any amount, to order a party to do or refrain from doing anything, to order specific performance

of a contract (except one relating to land), and to order the rectification, setting aside or cancellation of a deed.

12.6 In addition, the Tribunal shall have the power:

- (a) to allow any party to amend its written case and/or to submit further evidence;
- (b) to extend or abbreviate any time-limit provided by these Rules or any arbitration agreement;
- (c) to conduct enquiries;
- (d) to order any party to make any property under its control available for inspection by the Tribunal;
- (e) to order the production to the Tribunal and the other party/parties for inspection, copies of any documents in a party's control which the Tribunal considers relevant;
- (f) to decide which rules of evidence on admissibility, relevance and/or weight shall apply;
- (g) to dismiss a claim or to proceed in the absence of one or more of the parties, in the event of a failure to comply with any directions of the Tribunal;
- (h) to consolidate proceedings subject to the consent in writing of all the parties concerned;
- (i) to join any other party to the proceedings on the application of a party, subject to the consent in writing of such third party; and
- (j) to order on an interim basis, subject to final determination in a decision and/or award, any relief or remedy which the Tribunal would have the power to grant in a final decision and/or award including a provisional order for security for costs, any deposit, the payment of any other money, to order a party to do or refrain from doing anything, and/or in any appeal, staying execution of the decision below. The Tribunal may not make any interim order or grant any provisional award unless and until the Notice of Appeal or the Notice as the case may be have been properly submitted and served.

### **13. Costs**

13.1 The amount of the costs of the arbitration (i.e. the costs of Sport Resolutions (UK), the Tribunal and any experts appointed by the Tribunal) shall be determined by the Executive Director of Sport Resolutions (UK) in accordance

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with Sport Resolutions (UK)'s procedures in force at the time. Unless the parties otherwise agree or unless the Tribunal otherwise directs or unless any applicable regulations otherwise provide each party shall be liable to Sport Resolutions (UK) for an equal share of the costs of the arbitration.

- 13.2 The parties shall be responsible for their own legal and other costs unless the parties otherwise agree or unless the Tribunal otherwise directs or unless any applicable regulations otherwise provide. The Tribunal shall also have the power unless the parties otherwise agree or any applicable regulations otherwise provide to order that all or part of the legal costs and any other costs incurred by a party be paid by another party.

#### **14. Confidentiality**

- 14.1 Subject to Rule 9.3 above, the proceedings shall be confidential. The parties, Sport Resolutions (UK) and the Tribunal undertake to keep confidential all documents and any other materials produced for the purpose of the arbitration by any party and/or participant in the arbitration – except to the extent that disclosure may be required by a legal duty, to pursue or protect a legal right, to enforce or challenge an award in bona fide legal proceedings or that such documents may already be in the public domain (otherwise than in breach of this undertaking).
- 14.2 Notwithstanding Rule 14.1 Sport Resolutions (UK) may publish the Tribunal's award or decision and its reasons in any appeal arbitration conducted under these Rules unless the parties expressly agree prior to the Tribunal making its award or decision that they should remain confidential. In the case of any arbitration conducted under these Rules Sport Resolutions (UK) may publish generic, non-identifying information relating to that arbitration.

#### **15. Applicable Law**

- 15.1 The seat of the arbitration shall be London, unless otherwise determined by the Tribunal. However, the Tribunal may at its discretion hold a hearing in another place.
- 15.2 Procedurally, arbitrations under these Rules shall be governed by the Arbitration Act 1996 ("the Act") unless otherwise determined by the Tribunal, and shall incorporate all the provisions of the Act (save for non-mandatory provisions

expressly excluded or modified by these Rules or by the agreement of the parties).

- 15.3 Substantively, arbitrations under these Rules shall be decided in accordance with the law of England and Wales unless otherwise agreed in writing by the parties or unless otherwise directed by the Tribunal.

### **16. General Rules**

- 16.1 If a party proceeds with an arbitration notwithstanding the fact that a provision of, or requirement under these Rules has not been complied with without promptly stating its objection that party shall have waived its right to object.

<b>Last review (date)</b>	<b>August 2018</b>
<b>Reviewed by (name)</b>	<b>Audit &amp; Risk Committee</b>
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