



**SPORT DISPUTE  
SOLUTIONS IRELAND**

# **SDSI RULEBOOK**

Standard Arbitration

Appeal Arbitration

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Irish Sport HQ, Blanchardstown, Dublin 15, Ireland  
T +35316251155  
F +35316251198  
E [registrar@sportdisputesolutions.ie](mailto:registrar@sportdisputesolutions.ie)  
W [www.sportdisputesolutions.ie](http://www.sportdisputesolutions.ie)

**Secretary:** Mary O'Connor  
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## SDSI Arbitration Rules

### Preamble

- (a) Established by the Federation of Irish Sport, Just Sport Ireland CLG trading as Sport Dispute Solutions Ireland (“SDSI”) is the national sports dispute solutions body in Ireland, providing independent arbitration, mediation and referral services.
- (b) SDSI is governed by an independent board (the “Board”) and its services are run by the SDSI Secretariat, supported by the Registrar, whose functions are set out herein.
- (c) In relation to arbitrations under the SDSI Arbitration Rules, the role of SDSI is to establish or assist in establishing tribunals with power to resolve sports disputes in accordance with the SDSI Arbitrations Rules and to assist in the smooth running of the related proceedings. The responsibility of the appointed tribunals is primarily to resolve the disputes referred to them under the Standard Arbitration Procedure and/or the Appeal Arbitration Procedure.
- (d) The SDSI Arbitration Rules, as amended by the Board from time to time, (hereinafter the “Rules”) shall apply where any agreement, submission or reference provides in writing for arbitration, hearing or resolution under the Rules of SDSI or by SDSI.
- (e) It is recommended that parties wishing to refer their possible disputes for arbitration to SDSI use one of the following arbitration agreement Sample Clauses:
  - (i) Sports federations/bodies general arbitration clause  
*“Any dispute, controversy, difference or claim arising out of or relating to [these regulations / rules / statutes] shall be referred to and be finally resolved by arbitration administered by Sports Dispute Solutions Ireland in accordance with the Arbitration Act 2010 and the SDSI Arbitration Rules, which Rules are deemed to be incorporated by reference to this clause. [The number of arbitrators shall be [one] [three].”*
  - (ii) Sports related Agreement/Contract specific arbitration clause:  
*“Any dispute, controversy, difference or claim arising out of or relating to this [Agreement/Contract], including any question regarding its existence, validity or termination shall be referred to and be finally resolved by arbitration administered by Sports Dispute Solutions Ireland in accordance with the Arbitration Act 2010 and the SDSI Arbitration Rules, which Rules are deemed to be incorporated by reference to this clause. [The number of arbitrators shall be [one] [three].”*
  - (iii) Appeals  
*“Any appeal shall be made within [x] days to a [Sole Arbitrator] [Arbitration Panel of [three] arbitrators] appointed in accordance with the Arbitration Rules of Sports Dispute Solutions Ireland. The Appeal shall be governed by the Arbitration Act 2010 and the SDSI Arbitration Rules, which Rules are deemed to be incorporated by reference to this clause. The decision of the [Sole Arbitrator / Arbitration Panel] shall be final and binding.*

- (iv) For parties to an existing dispute without an arbitration provision who wish to refer such dispute(s) to SDSI:

*“We, the undersigned, agree to refer to arbitration administered by Sports Dispute Solutions Ireland under the SDSI Arbitration Rules any dispute, controversy, difference or claim (including any dispute regarding non-contractual obligations) arising out of or relating to: [Brief description of contract under which dispute(s) have arisen]. The law of this arbitration agreement shall be [Irish] law. The seat of arbitration shall be Dublin, Ireland. The number of arbitrators shall be [one] [three]. The fees and expenses of the arbitration shall be determined by the SDSI having regard to the prevailing schedule of fees under the SDSI Arbitration Rules. Signed by [Party 1] and [Party 2]. Date: [ ]”*

## **Section I      General Rules**

### **Article 1      Scope of Application of the Rules**

1.1 These Rules are procedural in nature and shall apply where the parties have agreed to refer a sports-related dispute to SDSI. Such reference may arise out of;

- (i) an arbitration clause contained in a regulation; or
- (ii) an arbitration clause contained in a contract; or
- (iii) by later arbitration agreement between the parties; or
- (iv) may arise from an appeal against a decision rendered by a national sports federation, sports governing body or other sports-related body where the regulations or statutes of such bodies or a specific agreement, provide for an appeal to SDSI.

Such sports-related disputes may include any activity or matter relating to, connected to and/or arising out of sport including its practice and/or development.

1.2 Referrals under Article 1.1(i), (ii) and (iii) shall be considered to fall within the Standard Arbitration Procedure. Referrals under Article 1.1(iv) shall be considered to fall within the Appeal Arbitration Procedure. The SDSI Secretariat (the “Secretariat”) shall decide in the 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.

#### *1.3      Applicable Law:*

1.3.1 *Seat:* The seat of SDSI and of each Arbitration Panel shall be Dublin, Ireland, even if hearings, where held, are held in another place.

1.3.2 Procedurally, arbitration proceedings before SDSI are governed by the Arbitration Act 2010 (as amended from time to time) unless otherwise determined by the Arbitration Panel.

1.3.3 Substantively, arbitrations under these Rules shall be decided in accordance with the laws of Ireland unless otherwise agreed in writing by the parties or unless otherwise directed by the Arbitration Panel.

#### *1.4      Jurisdiction and Validity:*

1.4.1 The Arbitration Panel shall decide on their own ability to hear an arbitration under these Rules, including what matters have been submitted and on any objection with respect to the existence, scope or validity of the arbitration agreement.

1.4.2 The Arbitration Panel shall have the power to determine the existence or validity of any contract of which an arbitration agreement forms part. For the purposes of Article 1.4, an arbitration agreement which forms part of a contract, and which provides for arbitration under these Rules, shall be treated as an agreement independent of the other terms of the contract. If the Arbitration Panel decides that the contract is void or otherwise unenforceable, this shall not prejudice the validity of the arbitration clause.

- 1.4.3 Where an arbitration clause forms part of the statutes or regulation of a sports body, it shall be treated as an agreement independent of the other terms of the statutes or regulations. If the Arbitration Panel decides that the statutes or regulations are invalid or otherwise unenforceable, this shall not prejudice the validity of the arbitration agreement.
- 1.4.4 Should a question arise before the constitution of the Arbitration Panel in relation to;
- (i) the existence, validity or scope of the arbitration agreement; or
  - (ii) whether all the internal procedures of the relevant body under any applicable regulations or statutes have been exhausted; or
  - (iii) any question as to the jurisdiction of the Arbitration Panel,
- the arbitration shall proceed and any such question shall be decided by the Arbitration Panel once constituted.
- 1.4.4 Where an objection to SDSI jurisdiction is raised, the Secretariat or the Arbitration Panel if already constituted, shall invite the opposing party(ies) to file written submissions on jurisdiction. The Arbitration Panel may rule on its jurisdiction either in a preliminary decision or in an award on the merits.
- 1.5 *Language:*
- 1.5.1 The language of the proceeding shall be in English. Documents provided in a language other than English must be accompanied by a certified translation unless the Arbitration Panel decides otherwise.
- 1.5.2 The parties may request that another language be selected for the proceedings, provided that the Arbitration Panel and the Secretariat agree and if agreed, they shall set out the applicable conditions relating to the choice and costs of translation and interpretation.
- 1.6 *Representation:* The parties may be assisted by counsel or by any other person of their choice. Any such representative shall be made known in writing to SDSI.
- 1.7 *Standard of Proof:* The standard of proof on all questions to be determined by the Arbitration Panel shall be on the balance of probabilities unless otherwise specified in a contract or the regulations or statutes of the relevant sporting body.
- 1.8 *Time Limits:*
- 1.8.1 The Arbitration Panel shall determine the time limits for the filing of written submissions or other procedural acts by reference to a specific date. Time limits fixed under these Rules shall begin from the day after that on which notification by SDSI is received.
- 1.8.2 Time limits shall be notified based on business days in Ireland. If the last day of a time limit falls on a non-business day or official holiday the time limit shall expire at the end of the first subsequent business day.
- 1.8.3 The Arbitration Panel may in its sole discretion extend time limits, except for the time limit for the filing of the Statement of Appeal. Any request for an extension of time shall be

submitted by a party before the last day of the relevant deadline, and shall set out the reasons underlying the request.

- 1.8.4 With the exception of the time limit for the filing of the Statement of Appeal, any request for a first extension of time of a maximum of 10 days can be decided by the Secretariat without consultation with the other party(ies).
- 1.9 *Notifications and Communications, Filing Address:*
- 1.9.1 All submissions, notifications and other communications to and from SDSI shall be made through the Secretariat. The parties shall transmit any such submissions, notifications or other communications by e-mail only and/or uploaded to any secured online repository that the parties have agreed to use; transmission by other means shall be strictly limited to cases in which transmission by e-mail is not technically feasible.
- 1.9.2 Requests for Arbitration shall be filed to the Secretariat's main e-mail address [registrar@sportdisputesolutions.ie](mailto:registrar@sportdisputesolutions.ie). Claimants should use the template Notice of Arbitration provided, from time to time, on the SDSI website.
- 1.9.3 Notifications and communications from SDSI to the parties or their counsel shall be made to the addresses indicated in the Notice of Arbitration and the Answer, or to any other address specified in writing at a subsequent date by the relevant party.
- 1.9.4 If, after reasonable efforts, delivery cannot be effected to a party to the arbitration in accordance with Article 1.8.3, the Arbitrator may designate a third party (e.g. a national sports federation) to receive any notifications and communications from SDSI in lieu of the party to the arbitration. Any notice or communication so delivered shall be deemed to have been received by the party to the arbitration.
- 1.9.5 If a party files a submission other than by email, the Arbitration Panel is entitled to request an electronic copy of the submission.
- 1.10 *Waiver:* Any party that proceeds with the arbitration and does not raise, without undue delay, its objection to a failure to comply with any provision of these Rules or any other rules applicable to the proceedings, any direction given by the Arbitration Panel, or to the conduct of the proceedings, shall be deemed to have waived its right to object in such respect.
- 1.11 *Mediation Option:* Before the Arbitration Panel is appointed, the Secretariat and once appointed the Arbitration Panel, may encourage the parties to seek to resolve the dispute by Mediation pursuant to the SDSI Mediation Rules.
- 1.12 *Confidentiality:* Proceedings under these Procedural Rules are confidential. The parties, the arbitrators and the Secretariat undertake not to disclose to any third party any facts or other information relating to the dispute or the proceedings without the permission of each of the parties.

- 1.13 *Nature of SDSI Arbitration:* The parties agree, by submitting a dispute 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.
- 1.14 *Effective Date:* These Rules enter into force on 1 January 2025 and are applicable to requests for arbitration received by the SDSI Secretariat on or after such date. Any pre-existing referrals to SDSI arbitration prior to the Effective Date shall be governed by the SDSI Arbitration and Medication Rules sav

## **Article 2      Role of SDSI under the Rules**

- 2.1 Subject to Article 15.1 which is the preserve of the Arbitration Panel, the Secretariat shall interpret and apply the remaining Arbitration Rules.
- 2.2 The SDSI Board shall compile a List of Arbitrators from which arbitrators may be selected and appointed to act in matters before SDSI. The Board shall determine the criteria for inclusion on the List of Arbitrators and the appointment period of the List of Arbitrators, which will be reviewed at least every four (4) years. All members of the List of Arbitrators must agree to comply with the SDSI Code of Conduct.
- 2.3 SDSI shall appoint the Arbitration Panel (being either a Sole Arbitrator or a panel of three arbitrators) in accordance with the agreement of the parties and these Rules.
- 2.4 Once an Arbitration Panel is appointed, the SDSI Secretariat in conjunction with the Arbitration Panel shall make the necessary arrangements for the arbitration including but not limited to:
- Providing potential users of the SDSI services with details of how the service operates and applicable fees;
  - Acting as the central communications point from receipt of the Notice of Arbitration for all communications between the parties and the Arbitration Panel;
  - Assessing if the party(ies) have exhausted all the internal disputes procedures within their sport;
  - Managing arbitrator appointments including obtaining arbitrator independence disclosures and dealing with challenges to arbitrators;
  - Assisting in the administration of the associated proceedings as directed by the Arbitration Panel, including managing the timelines;
  - Making hearing arrangements, whether in-person or virtual;
  - General administration related to the arbitration including post-arbitration follow up.
- 2.4 Where set out in these Rules or where deemed necessary by the Secretariat, and before the appointment of the Arbitration Panel, the powers of the Arbitration Panel set out in Article 15 (up to the point of a hearing) may be vested in the Registrar pending the appointment of the Arbitration Panel.



### **Article 3 Interpretation and Definitions**

3.1 In the interpretation of these Rules:

- Reference to 'days' shall mean business days in Ireland;
- Words importing persons shall include bodies corporate; and
- Words importing the singular shall include the plural, and *vice versa*.

3.2 All questions as to the interpretation of these Rules shall be a matter for the SDSI Board whose decision shall be final.

3.3 The following terms and expressions shall, unless the context otherwise requires, have the following meanings:

Arbitration Panel      The arbitration tribunal whether comprising one or three arbitrators.

List of Arbitrators      The list of arbitrators compiled by the SDSI Board, as may be varied from time to time, from which arbitrators may be appointed to act in an SDSI arbitration.

SDSI Board              Just Sport Ireland CLG trading as Sport Dispute Solutions Ireland, a company limited by guarantee without a share capital, created to establish and oversee the operation of an independent specialised dispute resolution service for Irish Sport

### **Article 4 Appointment of Arbitrator(s)**

4.1 Arbitrations shall be decided by a one or three member Arbitration Panel.

4.1.1 Where the parties have agreed that the Arbitration Panel is to consist of a sole arbitrator and that the parties wish to agree a nomination the Secretariat 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 Secretariat. If the Parties fail to agree on a preferred arbitrator, within a time limit set by the Secretariat or within 7 days whichever is shorter, the Secretariat shall appoint a sole arbitrator as the Arbitration Panel.

4.1.2 Where the Parties agree that the Arbitration Panel shall consist of three arbitrators;

4.1.2.1 The Secretariat shall propose to the parties the names of potential arbitrators from whom the parties shall seek to make their respective nominations;

4.1.2.2 The Claimant shall nominate its arbitrator in the Notice of Arbitration or within the time limit set by the Secretariat (normally no more than 7 days).

4.1.2.3 The Respondent shall nominate its arbitrator within the time limit set by the Secretariat upon receipt of the Notice of Arbitration, (normally within no more than 7 days).

- 4.1.2.4 If either party fails to nominate an arbitrator in accordance with these Rules, the arbitrator for that party shall be chosen by the Secretariat. If the parties nominate the same individual that nomination shall remain, and the Secretariat shall choose the second arbitrator.
- 4.1.2.5 The third arbitrator who will serve as Chairperson of the Arbitration Panel shall be a person from the legal profession and shall be appointed by the Secretariat within no later than 7 days following the nomination or appointment of the co-arbitrators. A Chairperson shall be selected from the List of Arbitrators (Chair Pool) based on their availability, independence and professional and sporting background, to meet the needs of each specific matter.
- 4.2 The Secretariat will notify the Parties of the identity of the Arbitration Panel immediately upon their appointment.
- 4.3 Where there is no agreement between the parties on the number of Arbitration Panel members, the default position shall be the appointment of a sole arbitrator appointed by the Secretariat in their absolute discretion.
- 4.4 Before proceeding with the arbitration, the Arbitration Panel member(s) shall send a written declaration of acceptance and independence to the Secretariat. The parties shall be informed about the existence and content of such declaration. Any arbitrator on the List of Arbitrators shall not also be permitted to represent parties in SDSI proceedings.
- 4.5 *Challenges to Arbitrator:*
- 4.5.1 An Arbitrator may be challenged if the circumstances give rise to legitimate doubts regarding their independence. The challenge shall be brought in writing within three days after the ground for the challenge has become known to the party making the challenge and no later than the filing of the submission that gives rise to the objection. Challenges are to be determined exclusively by the Registrar, who shall rule on the challenge after having given to all parties and the arbitrator an opportunity to state their position.
- 4.5.2 A party that proceeds with the arbitration without promptly stating its objection to an arbitrator(s), giving reasons, shall be deemed to have waived its right to object.
- 4.6 If after the appointment of the Arbitration Panel they or a member thereof (including any sole arbitrator) gives written notice of their resignation, become unavailable, resign, are unable or unfit to act (in the opinion of the Registrar), are successfully challenged or decline the appointment, the Secretariat shall after consultation with the parties appoint another arbitrator.
- 4.7 Once the Arbitration Panel is formed, the Secretariat shall transfer the file to the Arbitration Panel, unless none of the parties has paid an advance of costs provided by Article 5.4.

- 4.8 If in the opinion of the majority of the Arbitration Panel, 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 such arbitrator and the remaining arbitrator(s) shall proceed in their absence.
- 4.9 *Liability:* SDSI, the Secretariat, Registrar, arbitrators and all personnel involved in an SDSI arbitration cannot be held liable for any act or omission in connection with arbitration proceedings hereunder except in cases of grossly negligent or wilful acts or omissions.

## **Section II Commencement of the Arbitration**

### **Article 5 Standard Arbitration Procedure**

#### 5.1. Notice of Arbitration

The party wishing to initiate an arbitration shall submit to the Secretariat and serve simultaneously on the other party or parties a written notice to arbitrate – “Notice of Arbitration” containing or accompanied by;

- (a) The names, postal addresses, telephone and e-mail addresses of the Claimant and the Respondent (and any other parties). Notification of any party under the age of 18 years should be made clear;
- (b) A copy of any written contract or regulation containing the agreement to have the dispute resolved by arbitration before SDSI or under SDSI Rules (see Article 1.1);
- (c) A statement describing the nature and circumstances of the dispute and specifying the Claimant’s claim(s) against the other party/parties to the arbitration (the “Respondent”);
- (d) The Claimant’s request(s) for relief or the remedy(ies) sought;
- (e) Any request for the matter to be dealt with as an ‘urgent’ matter; and
- (f) The non-refundable filing fee as set by SDSI from time to time.

A Notice of Arbitration Form is included in **Appendix 1** and should be used by the Claimant.

- 5.2. After filing, the Notice of Arbitration shall be forwarded to the Registrar for a *prima facie* determination whether the subject matter of the dispute is arbitrable, and the arbitration can thus proceed. If the Registrar determines that the arbitration can proceed, the Secretariat shall appoint the Arbitration Panel in accordance with Article 4.
- 5.3. The date of receipt by SDSI of the Notice of Arbitration shall be deemed to be the date the arbitration commenced (the “Commencement Date”).
- 5.4. The arbitration will not proceed until the non-reimbursable handling fee (see Article 19) is received in the SDSI bank account. The Secretariat may fix a final date for the payment of

the non-reimbursable handling fee, failing which the Notice of Arbitration shall be deemed withdrawn.

5.5. Subject to Article 5.3, if the Notice of Arbitration is incomplete the Secretariat may allow a short time extension of up to ten (10) days to rectify any error or omission. Failure to comply with any such time extension shall mean the Notice of Arbitration shall be deemed withdrawn.

5.6. *Statement of Claim:*

Within seven (7) days of the Commencement Date the Claimant shall submit to SDSI and serve on the Respondent a Statement of Claim, failing which the arbitration shall be deemed to be withdrawn, containing or accompanied by:

- (a) a statement of the facts and any law giving rise to the arbitration and upon which the Claimant is relying;
- (b) Copies of all documents upon which the Applicant is relying;
- (c) Copies of all evidence / documents upon which the Claimant intends to rely;
- (d) Any request for a hearing and for the examination of (a) witness(es); and
- (e) If applicable, a statement on any procedural matters upon which the parties have already agreed or proposals in relation to such procedure e.g. location of the arbitration and number of arbitrators.

5.7. *Response of the Respondent:*

Within ten (10) days of the receipt by the Respondent of the Statement of Claim the Respondent shall send to SDSI and serve on the Claimant a response (the "Response") containing or accompanied by:

- (a) names and addresses of the Respondent and its counsel (if any), unless this has already been set out in the Notice of Arbitration.
- (b) a statement of defence, confirmation or denial of all or part of the Claimant's Statement of Claim, setting out the facts and any legal arguments which the Respondent admits or denies, on what grounds and any other facts and law upon which the Respondent relies;
- (c) any defence of lack of jurisdiction;
- (d) a statement of the nature and circumstances of any counterclaims of the Respondent against the Claimant, the relief claimed or the remedy sought and the facts and law upon which the Respondent is relying (the "Counterclaim");
- (e) copies of all written evidence on which the Respondent intends to rely unless the document has been previously submitted by the Claimant; and
- (f) any proposals in relation to the arbitration procedure, including any request for the holding of a hearing and/or for the examination of (a) witness(es).

A Response Form is available in **Appendix 2** and should be used by the Respondent.

- 5.8. Where a Counterclaim is submitted, the Claimant may within ten (10) days of its receipt, submit to SDSI a defence to the Counterclaim (the “Defence to Counterclaim”).
- 5.9. As a general rule there shall be one Statement of Claim and one Response, following which no party may make new claims without the consent of the other party. The Arbitration Panel shall determine in their sole discretion whether a further exchange of submissions is necessary. Unless the Arbitration Panel decides that it is necessary, further submissions will not be taken into account.
- 5.10. If the Respondent fails to submit its Response or any Counterclaim (if applicable) or the Claimant any Defence to Counterclaim within the time-limit set, or to otherwise engage in the process, the Arbitration Panel may nevertheless proceed with the arbitration and deliver its award.
- 5.11. *Case Management Conference:* Within 10 days of receipt of the parties Statement of Claim and Response, the Arbitration Panel should hold a case management conference (“CMC”) to consult the parties on procedural matters and to determine (if required) the date for the hearing or whether the matter can be determined by the Arbitration Panel on the papers.
- 5.12. The written award of the Arbitration Panel shall be communicated to the parties via SDSI as soon as possible and ordinarily within two (2) weeks after the hearing / or the closing of the evidential proceedings. An extension of time in exceptional circumstances may be permitted by the Secretariat.

## **Article 6      Appeal Arbitration Procedure**

- 6.1 The party wishing to appeal a decision of a national sports federation, sports governing body, or other sports-related body in so far as the regulations or statutes of the relevant body or a specific arbitration agreement provide for the appeal to be heard by SDSI (the “Appellant”), shall have first exhausted all other procedures available under any applicable regulations.
- 6.2 The standard of review shall be that provided for within the relevant regulations, statutes or agreement of the sports body or in default shall be as determined by the Arbitration Panel.
- 6.3 *Notice of Appeal:*

The Appellant shall submit to SDSI 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 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, statutes or the specific written agreement of both parties providing for appeal arbitration by or under the SDSI Rules;
- (f) Any request for the matter to be dealt with as an 'urgent' matter; and
- (g) any non-refundable deposit as set by SDSI from time to time.

A Notice of Appeal Form is included in **Appendix 3** and should be used by the Claimant

6.4 If the time limit for an appeal to SDSI is not specified in the regulations / statutes of the relevant sports body or relevant agreement, the time limit for the receipt by SDSI and service of the Appeal Notice on the Respondent shall be fourteen (14) days from the date of the decision from which the appeal is made.

6.5 *Statement of Appeal:*

Within seven (7) days of the expiry of the time-limit as set out in Article 6.4, the Appellant shall submit to SDSI and serve on the Respondent a Statement of Appeal, failing which the appeal shall be deemed to be withdrawn, containing or accompanied by:

- (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; and
- (c) a statement on any procedural matters upon which the parties have already agreed or proposals in relation to such procedure e.g. location of the arbitration hearing (if sought) and number of arbitrators.

6.6 *Response:*

Within ten (10) days of receipt by the Respondent of the Statement of Appeal, the Respondent shall submit to SDSI and serve on the Appellant a response containing or accompanied by:

- (a) confirmation or denial of all or part of the Appellant's Statement of Appeal, setting out the facts and any legal arguments 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; and
- (c) any proposals in relation to the appeal procedure.

6.7 After the filing of the Notice of Appeal, Statement of Appeal and the Response, the Arbitration Panel shall determine in their sole discretion whether a further exchange of submissions is necessary. Unless the Arbitration Panel determines that it is necessary, further submissions will not be taken into account.

- 6.8 If the Respondent fails to submit its Response within the time-limit set, or otherwise engage in the process, the Arbitration Panel may nevertheless proceed with the arbitration and deliver its award (taking into account the efforts by the Secretariat to engage with the party).
- 6.9 The written award of the Arbitration Panel shall be communicated to the parties via SDSI as soon as possible and ordinarily within two (2) weeks after the hearing / or the closing of the evidential proceedings. An extension of time in exceptional circumstances may be permitted by the Secretariat.

### **Section III Applications**

#### **Article 7 Provisional and Conservatory Measures**

- 7.1 Upon request, the Arbitrator may make an order for provisional and/or conservatory measures. In cases of extreme urgency, such orders can be made *ex parte*.
- 7.2 Orders for provisional and/or conservatory measures can be made conditional upon the posting of a security.
- 7.3 Requests for provisional and/or conservatory measures can only be brought together with or after the filing of a Notice of Arbitration.
- 7.4 In agreeing to submit their dispute to these Rules, the parties expressly waive any right to request provisional and/or conservatory measures from the courts.

#### **Article 8 Third Parties:**

- 8.1 *Joinder*: If either party to the arbitration wishes to involve a third party in the arbitration, they shall make such a request at the time of the Notice of Arbitration or the Reply. The Arbitration Panel if appointed, or if not yet appointed the Secretariat shall set a time limit and outline the form in which such third party shall file its submissions with the Secretariat and on the other parties to the arbitration and shall also set a time limit for all parties to express their positions regarding the participation of the third party.
- 8.2 *Intervention*: If a third party wishes to participate as a party to the arbitration, it shall file an application stating its request to the Secretariat together with the reasons therefore within 5 days after the arbitration has become known to the intervenor, provided that such application is filed prior to the hearing, or prior to the closing of the evidentiary proceedings if no hearing is held. The Secretariat shall provide a copy of the intervention application to the parties and unless the Arbitration Panel is already appointed, shall fix a time limit for them to state their position on the participation of the third party.
- 8.3 The Arbitration Panel shall ultimately determine whether and to what extent a third party shall be permitted to participate in the arbitration.

## **Article 9 Consolidation**

- 9.1 The Arbitration Panel may consolidate two or more Notices of Arbitration into one arbitration and conduct concurrent hearings where they obtain the agreement of the parties concerned. In exercising their discretion, the Arbitration Panel shall take into account whether there is a sufficiently close connection between the claims and whether they are subject to arbitration clauses that are identical in substance. Claims that are neither based on the same contract nor on contracts that directly relate to each other shall, absent exceptional circumstances, not be deemed to have a sufficiently close connection.

## **Section IV Hearings including Urgent Hearings**

### **Article 10 Hearings**

- 10.1 No hearings shall be held in Standard Arbitration or Appeal Arbitration proceedings under these Rules where the Arbitration Panel having consulted with the parties, considers itself to be sufficiently well informed to proceed to make the arbitral award based on the papers.
- 10.2 Hearings before SDSI shall be in private unless the parties agree otherwise. At the request of a physical person who is party to the proceedings, a public hearing should be held if the matter is of a disciplinary nature. Such request may however be denied in the interest of morals, public order, national security, where the interests of minors or the protection of the private life of the parties so require, where publicity would prejudice the interests of justice, where the proceedings are exclusively related to questions of law or where a hearing held in first instance was already public.
- 10.3 The Arbitration Panel shall determine in their sole discretion whether a hearing will take place in person, by telephone or video conference or other suitable technological means. Subject to Article 18, the Arbitration Panel will fix the date, time and location of the hearing (if held) following consultation with the parties.
- 10.4 At the hearing the Arbitration Panel shall hear the parties and their witnesses including expert witnesses. The Arbitration Panel may exceptionally authorise the hearing of witnesses via technological means and in its sole discretion may exempt a witness from appearing at the hearing if such witness has already provided a witness statement.
- 10.5 The Arbitration Panel may for the purposes of the arbitral proceedings, direct that a party to an arbitration agreement or a witness who gives evidence in the proceedings before the Arbitration Panel be examined on oath or on affirmation and administer oaths or affirmations for the purposes of the examination.



- 10.5 The non-attendance of a party at a hearing and/or preliminary hearing or CMC in respect of which that party has received notice shall not prevent the matter being dealt with in their absence.
- 10.6 The parties shall be responsible for the availability of their witnesses and shall bear any costs and expenses related to their testimony.
- 10.7 The hearing shall ordinarily be held within six (6) weeks of the arbitration Commencement Date in the case of Appeal Arbitration Procedure and eight (8) weeks / nine (9) weeks if there is a counterclaim, of the arbitration Commencement Date in Standard Arbitration Procedure subject to the ability of the Arbitration Panel to grant extensions based on the circumstances of the case.

#### **Article 11 Urgent Hearings**

- 11.1 A party to an arbitration under these Rules may apply for the arbitration to proceed within an expedited timeframe.
- 11.2 Such application must be made by either party when submitting the Notice of Arbitration, Notice of Appeal or Response to SDSI. If the parties agree that the matter should proceed more quickly the Secretariat will issue appropriate directions, after consultation with the parties and if already appointed, with the Arbitration Panel.
- 11.3 If the parties do not agree that the matter should proceed with urgency it shall be for the Arbitration Panel once appointed to determine the matter after consultation with the parties.
- 11.4 All arbitrations dealt with urgently in accordance with this Article 11 shall be dealt with by a sole arbitrator

#### **Article 12 Witnesses**

- 12.1 The parties must notify the Arbitration Panel and other parties as soon as practicable and within any time limits set by the Arbitration Panel of the identity of any witnesses they wish to call.
- 12.2 If required by the Arbitration Panel, 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 Arbitration Panel shall have the power to decide whether such witnesses shall be required to attend or be called to give evidence at any hearing.
- 12.3 The Arbitration Panel may question a witness at any stage and shall control the questioning of a witness by the other parties.

### **Article 13      Expert Witnesses**

- 13.1 The Arbitration Panel may, having notified the parties, appoint one or more experts acting impartially and independently of the parties to report to the Arbitration Panel on specific issues and may require a party to give such a panel-appointed expert any relevant information or to produce, or to provide access to, any relevant documents or other property, for inspection by such expert. The costs of any expert appointed by the Arbitration Panel shall form part of the cost of the proceedings.
- 13.2 The Arbitration Panel may, unless the parties agree otherwise, direct a panel-appointed expert to give evidence either in advance of a hearing in the form of a written report and/or at a hearing.
- 13.4 The parties must notify the Arbitration Panel and each other as soon as practicable and within any time limits set by the Arbitration Panel, of the identity of any expert they wish to give evidence and, if the Arbitration Panel 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. The Arbitration Panel shall decide whether any such expert may or shall be required to attend at any hearing.
- 13.5 The Arbitration Panel may question a panel-appointed expert at any stage and shall control the questioning of such expert by the other parties.
- 13.6 The Arbitration Panel shall have the power to direct that the Secretariat be represented. If so, the Secretariat shall be represented by a designated officer and may appear by counsel at the hearing in such capacity as the Arbitration Panel requires, to assist it in the discharge of its duties.

### **Section V      Conduct of the Arbitration Proceedings**

#### **Article 14      Procedural Actions of the Arbitration Panel**

- 14.1 The responsibility of the Arbitration Panel in each arbitration is to;
- (i) issue an award in respect of the dispute referred to it in accordance with these Rules; and
  - (ii) to conduct the proceedings in respect of the dispute in an efficient manner while affording equal rights and opportunities to the parties.
- 14.2 The Arbitration Panel is authorised to attempt to bring about a settlement to the dispute.
- 14.3 The Arbitration Panel may issue any Procedural Order which shall be complied with by the parties. In particular, they may order the production of (additional) evidence or the parties' responses to specific questions, or give directions in the proceedings.

- 14.4 The Arbitration Panel may suspend the arbitration upon request by one or both parties. If a requested suspension exceeds six weeks (by itself or in combination with earlier suspensions), an abeyance fee shall apply thereafter for each period of suspension of up to six months. Failing payment of the abeyance fee into the SDSI bank account (see Rule 19) within the time limit set by the Secretariat, the Arbitration Panel may lift any existing suspension and refuse to grant any new suspension unless and until the applicable abeyance fee is paid.
- 14.5 The Arbitration Panel shall act in accordance with these Rules and shall conduct the arbitration proceeding in such a manner as it considers fit and may adopt any arbitral procedure agreed by the parties, if in the opinion of the Arbitration Panel, it is reasonably practicable and appropriate to do so. In doing so it will consider the appropriateness of holding a CMC prior to any hearing or determination on the papers.
- 14.6 Any decision of the Arbitration Panel in relation to the conduct of the proceedings shall be made in accordance with its duty to act independently and in a fair and impartial manner at all times. The Arbitration Panel shall allow the parties a reasonable opportunity to present their cases and to address the submissions of the other parties, and shall avoid any unnecessary delay or expense, in order to provide a fair and efficient means for resolving the dispute.

#### **Article 15 Powers of the Arbitration Panel**

- 15.1 The Arbitration Panel shall interpret the Rules in respect of an arbitration insofar as they relate to its powers, duties and/or standing under the Rules.
- 15.2 The Arbitration Panel shall have the following powers together with all powers set out in the set out in the Arbitration Act 2010, or any statutory modification or re-enactment thereof (the "Arbitration Acts"):
- (i) to regulate their own procedures;
  - (ii) to allow any party to amend its written submissions and/or to submit further evidence;
  - (iii) to extend or abbreviate any time-limit provided by these Rules or any arbitration agreement
  - (iv) to make a declaration on any matter to be determined in the proceedings;
  - (v) to order a party to do or refrain from doing something;
  - (vi) to order any party to make any document or other property under its control available for inspection by the Arbitration Panel or another party;
  - (vii) to decide which rules of evidence, including rules regarding admissibility, relevance and weight, shall apply;
  - (viii) to take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client;
  - (ix) to proceed with the arbitration in the event of the absence, or failure to attend where due notice has been given, of any of the parties, or a failure by any parties or its witness(es) to comply with these Rules and/or the directions of the Panel;

- (x) to consolidate proceedings, subject to the consent in writing of all the parties concerned;
- (xi) to join any other party to the proceedings on the application of a party, subject to the rules of the relevant sports body or the consent in writing of such third party;
- (xii) to order on an interim basis, subject to determination in the final award, any relief or remedy which the Arbitration Panel would have the power to grant in a final award, including where the rules of the relevant sports body allow a stay of execution of the decision being appealed against. The Arbitration Panel may not issue an interim order or grant provisional relief unless and until the Notice of Appeal has been filed;
- (xiii) to make orders as to costs subject to the Rules;
- (xiv) to make recommendations when issuing the final award;
- (xv) to interpret and apply these Rules insofar as they relate to its powers and duties.

The above list of the Arbitration Panel's powers is non-exhaustive.

15.3 Any procedures, findings or decisions of the Arbitration Panel pursuant to these Rules shall not be quashed or invalidated by reason only of any departure from the procedural regulations, defect, irregularity, omission or technicality unless such departure, defect, irregularity, omission or technicality raises a material doubt as to the reliability of the finding or decisions of the bodies and results in a miscarriage of justice.

## **Article 16 Award**

16.1 Subject always to the right of the Arbitration Panel to inform the parties of the operative part of their award, the formal decision of the Arbitration Panel, namely the "award", shall be in writing, shall be dated and signed, and shall state the reasoning on which it is based.

16.2 The Award shall be notified to the Secretariat as soon as possible and ordinarily within two (2) weeks of the Hearing (if held) or four (4) weeks of the closing of the evidence. The Secretariat shall transmit a copy of the Award to each party simultaneously.

16.3 Where the Arbitration Panel is comprised of three (3) arbitrators, the Panel shall decide on any issue by a majority and if the Arbitration Panel fails to reach a majority decision on any issue, the decision of the Chairperson of the Panel shall be final. No minority or dissenting opinion shall be included in the award.

16.4 The Arbitration Panel in its award shall determine which party shall bear the arbitration costs and in which proportion. When deciding on the arbitration costs the Arbitration Panel shall primarily take into account the relief(s) granted compared with the relief(s) sought and, secondarily, the conduct and the financial resources of the parties.

16.5 *Corrections:*

16.5.1 On its own initiative, the Arbitration Panel may correct a clerical, computational or typographical error, or any errors of similar nature contained in the award. Within 3 days of the receipt of the award, a party may apply for (i) the correction of an error of the above type in the award and/or (ii) for an interpretation of the award where the operative part of

the award is unclear, incomplete, ambiguous, or where its components are self-contradictory or contrary to the reasoning of the award.

16.5.2 If an Arbitration Panel decides to issue a correction or interpretation of an award, this shall take the form of an addendum, shall constitute part of the award, and shall be issued to the parties within seven (7) days from receipt by the Arbitration Panel of the party's application.

## **Article 17 Appeals**

17.1 Save where provision is made in the rules of the relevant national sports federation, sports governing body or other sports-related body for an appeal to the Court of Arbitration for Sport, all decisions of the Arbitration Panel shall be final and binding on the parties and on any party claiming through or under them.

17.2 Any appeal to the Court of Arbitration for Sport must be filed within twenty-one (21) days from receipt of the SDSI Arbitration Panel award by the party filing the appeal. Thereafter, the procedural rules of the Court of Arbitration for Sport will apply and SDSI and the Arbitration Panel will have no further role or function.

## **Section VI Costs of the Arbitration**

### **Article 18 Advance on Costs**

18.1 The Secretariat shall fix an advance on costs (and may adjust such advance in the course of the proceedings) to be paid in equal shares by both parties (unless decided otherwise by the Arbitration Panel) into the SDSI bank account (see Article 19.1).

18.2 If a party fails to pay its share of the advance on costs, the other party may substitute for it.

18.3 The Arbitration Panel will not proceed with the arbitration until the full amount of the advance on costs is received by the Secretariat.

18.4 The Secretariat may fix a final date for the payment of an advance on costs, failing which the Notice of Arbitration shall be deemed withdrawn.

18.5 In the event of counterclaims the advance on costs will be adjusted accordingly as necessary. If a Respondent who make a counterclaim fails to pay its portion of the advance on costs, within the time period fixed by the Secretariat, the counterclaim will be deemed withdrawn.

18.6 The Arbitration Panel shall issue an award only if the parties have paid by a deadline set by the Secretariat the advance on costs.

- 18.7 If the parties reach a settlement after the Arbitration Panel has been appointed, the settlement shall be recorded in the form of a Consent Award or Costs Award as determined by the parties and if the Arbitration Panel agrees.

**Article 19      Costs of Arbitration**

- 19.1 Along with the filing of the Notice of Arbitration, counterclaim, or Notice of Appeal, the Claimant (or the Counterclaimant, respectively) shall pay a non-reimbursable handling fee to the following bank account:

Beneficiary:    SDSI [Just Sport Ireland]

Bank:            [Details] IBAN: [ IE52BOFI 9000 1772 1244 83] Swift: [BOFI IE2D]

in accordance with the scale set forth in the Schedule of Fees issued by SDSI from time to time. The current prevailing Schedule of Fees shall be deemed to form part of these Rules.

- 19.2 The filing fee to commence an arbitration with SDSI is non-refundable.
- 19.3 At the end of the proceedings, the Secretariat shall determine the final amount of the arbitration costs, which shall include the administrative and other costs of SDSI, the fees and costs of the Secretariat, Registrar and the Arbitration Panel, and any abeyance fee paid by the parties (see Article 14.4). The final account of the arbitration costs may either be included in the award or communicated separately to the parties.