



**SPORT DISPUTE
SOLUTIONS IRELAND**

SDSI RULEBOOK

Mediation

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Irish Sport HQ, Blanchardstown, Dublin 15, Ireland
T +35316251155
F +35316251198
E registrar@sportdisputesolutions.ie
W www.sportdisputesolutions.ie

Secretary: Mary O'Connor
Sport Dispute Solutions Ireland is a company limited by way
of guarantee without a share capital.

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SDSI Mediation 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 mediation, arbitration, 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) The following Mediation Rules, as amended by the Board from time to time, (the “Rules”) shall apply where any agreement, submission or reference provides in writing for mediation, hearing or resolution under the Rules of SDSI or by SDSI.
- (d) It is recommended that parties wishing to refer their possible disputes for mediation to SDSI use one of the following mediation clause samples to be included in an agreement between the parties:

- (i) Mediation

“The parties agree that any dispute, controversy, difference or claim between them [in connection with this Agreement/Contract] shall be referred to Sport Dispute Solutions Ireland (a trading name of Just Sport Ireland CLG) for resolution by mediation in accordance with SDSI Mediation Rules, which Rules are deemed to be incorporated by reference to this clause.”

- (ii) Combined Mediation / Arbitration

“The parties agree that any dispute, controversy, difference or claim between them [in connection with this Agreement/Contract] shall be referred to Sport Dispute Solutions Ireland (a trading name of Just Sport Ireland CLG) for resolution by mediation in accordance with SDSI Mediation Rules, which Rules are deemed to be incorporated by reference to this clause. If the dispute is not settled within [insert number] days of the mediation being instituted, or within such other period as the parties shall agree in writing, the dispute(s) shall be referred to and finally resolved by arbitration under the Arbitration Act 2010 and the SDSI Arbitration Rules, which Arbitration Rules are deemed to be incorporated by reference to this clause.”

Article 1 The Mediation Procedure

- 1.1 Mediation with SDSI is a flexible process in which each party to a dispute undertakes to attempt to resolve their dispute with the assistance of a neutral third party (the “Mediator”). The process is flexible and determined by the Mediator in consultation with the parties and normally comprises a series of confidential joint and private meetings. Except as noted in Article 12.3, all communications relating to, and at, the mediation are confidential and without prejudice.

- 1.2 The Mediation Rules of the SDSI are administered by the SDSI Secretariat (the “Secretariat”) and shall govern the mediation of any dispute referred to SDSI.
- 1.3 The representatives of the parties to the mediation must have the necessary authority to settle the dispute.

Article 2 The Role of SDSI

- 2.1 The Secretariat shall apply the Mediation Rules and interpret the procedures, subject to Article 6.6.
- 2.2 SDSI shall compile a List of Mediators from which mediators shall be selected and appointed to act in SDSI Mediations. The SDSI List shall be appointed by the Board from time to time in accordance with the criteria it will set.
- 2.3 SDSI shall appoint the Mediator in accordance with the agreement of the parties and these Rules.
- 2.4 Once a Mediator is appointed, the Secretariat in conjunction with the Mediator shall make the necessary arrangements for the mediation including but not limited to:
- Providing potential users of the SDSI services with details of how the service operates and applicable fees;
 - Taking receipt of the Notice of Mediation and organising the exchange of Summaries and Documents (see Article 8.2);
 - Managing Mediator appointments;
 - Manage the drawing up of the Mediation Agreement and its signing by the relevant parties, Mediator and SDSI;
 - Extending the time limits set in these Mediation Rules;
 - Organising suitable hearing venue(s) and date(s), whether in-person or virtual;
 - Assisting in the administration of the associated procures as directed by the Mediator including meeting with any of the parties, their representatives and the Mediator (together or separately) to discuss any matters of concern relating to the mediation;
 - General administration related to the mediation including post-mediation follow up.

Article 3 Use of SDSI Mediation

- 3.1 These Rules are procedural in nature and shall apply where the parties have agreed to refer a sports-related dispute to SDSI for resolution. Such reference may arise out of:
- (i) A mediation or mediation-arbitration clause contained in a regulation,
 - (ii) A mediation or mediation-arbitration clause inserted into a contract, or
 - (iii) A later mediation agreement into which the parties enter in respect of the dispute they wish to mediate. This agreement can be facilitated by 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.

- 3.2 Where there is an agreement between the parties to refer their dispute to SDSI, any party who wishes to commence a mediation pursuant to the Rules shall file a written Request for Mediation (the “Mediation Request”) with SDSI. The Mediation Request shall include:
- (a) the names, addresses, telephone numbers, email addresses and any other contact details of the parties to the dispute and of any person(s) representing the parties in the mediation;
 - (b) a description of the dispute including, if possible, an assessment of its value (if applicable);
 - (c) any agreement to use a settlement procedure other than mediation, or, in the absence thereof, any proposal for such other settlement procedure that the party filing the Mediation Request may wish to make;
 - (d) any agreement as to time limits for conducting the mediation, or, in the absence thereof, any proposal with respect thereto;
 - (e) any agreement or proposal as to the language(s) of the mediation;
 - (f) any agreement or proposal as to the location of any physical meetings;
 - (g) any joint nomination by all of the parties of a Mediator or any agreement of all of the parties as to the attributes of a Mediator to be appointed by SDSI or any proposal as to the attributes of a Mediator; and
 - (h) a copy of any written agreement under which the Mediation Request is made.
- 3.3 Together with the Mediation Request, the party or parties filing the Mediation Request shall pay the non-refundable filing fee required in accordance with the SDSI Schedule of Fees in force on the date the Request is filed.
- 3.4 The party or parties filing the Mediation Request shall simultaneously send a copy of it to all other parties, unless the Mediation Request has been filed jointly by all parties.
- 3.5 The Secretariat shall acknowledge receipt of the Mediation Request and of the filing fee in writing to the parties.
- 3.6 Where the parties have agreed that a time limit for settling the dispute pursuant to the Rules shall start running from the filing of a Mediation Request, such filing, for the exclusive purpose of determining the starting point of the time limit, shall be deemed to have been made on the date SDSI acknowledges receipt of the Mediation Request or of the filing fee, whichever is later.

Article 4 Interpretation and Definitions

- 4.1 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.

- 4.2 All questions as to the interpretation of these Rules shall be a matter for the SDSI Board whose decision shall be final.
- 4.3 The following terms and expressions shall, unless the context otherwise requires, have the following meanings:
- | | |
|-------------------|---|
| SDSI Board | Just Sport Ireland CLG (trading as Sports 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 |
| List of Mediators | The list of mediators compiled by the SDSI Board, as may be varied from time to time, from which Mediators may be appointed to act in an SDSI mediation. |
- 4.4 The time limits set out in these Mediation Rules shall begin on the day after that on which notification by SDSI is received.
- 4.5 Communications: May be sent by any means but shall be sent by email to the Secretariat. A party filing a submission or sending correspondence or documents to SDSI shall ensure that a copy of the submission or correspondence or document is sent at the same time to all parties to the mediation and to the Secretariat unless it is a confidential document (see Article 12).
- 4.6 *Law:* Mediations shall be governed by, construed and take effect in accordance with Irish Law. The courts of Ireland shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with the mediation.

Article 5 Mediation Agreement

- 5.1 The parties, the Mediator and SDSI will enter into a mediation agreement (the “Mediation Agreement”).
- 5.2 The Mediation Agreement should be entered into within seven (7) days of the appointment of the Mediator or the mediation will be considered to be at an end.
- 5.3 The date of receipt by SDSI of the signed Mediation Agreement shall be the date the mediation commenced (the “Commencement Date”).

Article 6 The Mediator

- 6.1 The parties will agree a Mediator from the List of Mediators maintained by SDSI. If they cannot agree as to who should be appointed, the Mediator shall be appointed by the Secretariat of SDSI.
- 6.2 SDSI shall seek to appoint a Mediator as soon as reasonably practicable ordinarily within seven (7) days of an agreement to mediate being established between the parties.

6.3 An Assistant Mediator may accompany the Mediator. The Assistant is present to gain experience and assist the Mediator as appropriate and attends without cost to the parties. All references to Mediator in these Rules also apply to the Assistant Mediator. The parties have the right to object to the presence of an Assistant Mediator.

6.4 *Duties:*

By accepting their appointment, the Mediator undertakes to devote sufficient time to the mediation process as will allow it to be conducted expeditiously and will:

- organise and attend (virtually or in person as appropriate) a pre-mediation meeting(s) with any or all of the parties, unless the Mediator decides that in the circumstances of the particular case this is inappropriate or a party or the parties object;
- read before the mediation each Summary and all the Documents (see Article 8.2) sent to them;
- determine the procedure (see Article 1.1 above);
- assist the parties in drawing up any written Settlement Agreement (see Article 9);
- abide by the terms of the Mediation Rules, the Mediation Agreement and any code of conduct adopted from time to time (the “Code of Conduct”).

6.5 In establishing and conducting the mediation, the Mediator shall be guided by the wishes of the parties and shall treat them equally and with fairness and impartiality.

6.6 *Independence:*

6.6.1 The Mediator shall be and must remain independent of the parties and is bound to disclose to both to SDSI and to the parties, any circumstances likely to compromise their independence with respect to any of the parties, or any other matter of which the Mediator is aware which could be regarded as involving a conflict of interest (whether apparent, potential or actual) in the mediation.

6.6.2 The Mediator will not at any time advise a party or offer an opinion.

6.6.3 The Mediator’s independence and impartiality is to be maintained throughout the mediation.

6.6.4 The Mediator and any member of a firm or company associated with the Mediator will not act for any of the parties individually in connection with the dispute in any capacity during the operation of the Mediation Agreement. The Mediator may not act as an arbitrator or as a representative of, or counsel to, a party in any arbitral or judicial proceedings relating to the dispute which is the subject of the mediation.

6.7 *Interpretation:* The Mediator shall interpret and apply these Mediation Rules insofar as they relate to their duties and responsibilities. All other procedures will be interpreted and applied by the Secretariat.

Article 7 Objecting to a Mediator

7.1 If a party raises an objection to the Mediator, if the Mediator discloses a potential conflict of interest, or if the Mediator indicates that they are unable to act, the Registrar may replace the Mediator, after consultation with the parties.

Article 8 Exchange of Information

8.1 Each party will notify the other party or parties, through the Secretariat, of the names of those people that it intends will be present on its behalf at the mediation. Parties may be represented at a mediation by a third party, but should appear personally where requested to do so.

8.2 Each party will, simultaneously through the Secretariat, exchange with the other and send to the Mediator at least two weeks before the mediation or such other date as may be agreed between the Parties:

- a concise summary (the “Summary”) stating its case in the dispute;
- copies of all key documents to which it refers in the Summary and to which it may want to refer in the mediation (the “Documents”).

8.3 Further, each party may send to the Mediator (through the Secretariat) and/or bring to the mediation such further documentation as the party may wish to disclose in confidence to the Mediator but not to any other party, clearly stating in writing that such documentation is confidential to the Mediator and SDSI.

8.4 The parties will, through the Secretariat;

- agree the maximum number of pages of each Summary and of the Documents and try to agree a joint set of documents;
- make themselves available to attend the mediation and any pre-mediation conferences or meetings;
- agree the preferred location of the mediation.

Article 9 The Mediation and Settlement Agreement

9.1 No formal record or transcript of the mediation will be made.

9.2 Any settlement reached in the mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the parties (to be known as the “Settlement Agreement”).

9.3 The Mediator does not have the authority to make any decisions for a party or impose a settlement on the parties. The Mediator does not have the power to award costs to or against any party.

- 9.4 The Settlement Agreement may be drawn up by, or with the assistance of the Mediator, the shall be signed by the Mediator and the parties. A copy of the Settlement Agreement shall be provided to SDSI and to each party. In the event of any breach of the Settlement Agreement, a party may rely on such copy before an arbitral or judicial authority.
- 9.5 The Mediator may adjourn the mediation in order to allow the parties to consider specific proposals, acquire information or for any other reason that the Mediator considers helpful in furthering the mediation process. The Mediator will reconvene the mediation after consultation with the parties within an agreed timeframe. Additional fees will apply for additional mediation time beyond the agreed mediation date.

Article 10 Ending of a mediation

- 10.1 The mediation will terminate when:
- a written Settlement Agreement is concluded; or
 - a party withdraws from the mediation; or
 - the Mediator decides to retire where they deem it to be professional to do so; or
 - by the notification in writing by the Secretariat to the parties that any time limit set for the Mediation, including any extension thereof, has expired and/or, not less than seven (7) days after the due date of payment by one or more parties pursuant to the Mediation Rules, that such payment has not been made and/or in the judgment of the Secretariat, there has been a failure to nominate a Mediator or that it has not been reasonably possible to appoint a Mediator.
- 10.2 The Secretariat shall have the power to declare a mediation ended where no written Settlement Agreement has been concluded between the parties within thirty (30) days of the Commencement Date.

Article 11 No initiation of legal proceedings

- 11.1 The parties shall not initiate, during the mediation process, any arbitral or judicial proceedings in respect of the dispute, except that a party may initiate arbitral or judicial proceedings when the initiation of such proceedings is necessary in order to preserve its rights in the event that the mediation is unsuccessful.
- 11.2 The parties accept that in relation to the dispute neither the Mediator nor SDSI is an agent of, or acting in any capacity for, any of the parties. The parties and the Mediator accept that the Mediator is acting as an independent contractor and not as agent or employee of SDSI.
- 11.3 None of the Parties to the Mediation Agreement will call the Mediator or SDSI (or any employee, consultant, officer or board member of SDSI) as a witness, consultant, arbitrator or expert in any litigation or arbitration in relation to the dispute, nor require them to produce in evidence any record or notes relating to the mediation in any litigation,

arbitration or other formal process arising from or in connection with the dispute and the mediation. The Mediator and SDSI will not act or agree to act as a witness, consultant, arbitrator or expert in any such process.

- 11.4 Neither the Mediator or SDSI, including its servants and agents, shall be liable to the parties for any act or omission that occurs in the discharge or purported discharge of its functions under these Mediation Rules, unless the act or omission is shown to have been in bad faith.

Article 12 Confidentiality

- 12.1 Every person involved in the mediation will keep confidential and not use for any collateral or ulterior purpose all information, (whether given orally, in writing or otherwise), produced for, or arising in relation to, the mediation including the Settlement Agreement arising out of it except insofar as is necessary to implement and enforce any such Settlement Agreement.
- 12.2 All documents (which include anything upon which evidence is recorded including tapes and computer discs) or other information produced for, or arising in relation to, the mediation will be privileged and not be admissible as evidence or discoverable in any litigation or arbitration connected with the dispute except any documents or other information which would in any event have been admissible or discoverable in any such litigation or arbitration.
- 12.3 The requirement to confidentiality shall not apply if, and to the extent that:
- (i) All Parties consent to a disclosure; or
 - (ii) The Mediator is required by law to make disclosure; or
 - (iii) The Mediator reasonably considers that there is a serious risk of significant harm to the life or safety of any person if the information in question is not disclosed; or
 - (iv) The Mediator reasonably considers that there is a serious risk of their being subject to criminal proceedings unless the information in question is disclosed.

The above provisions relating to privacy and confidentiality are subject always, to the ability of the Secretariat, where the proceedings are taking place under the rules, regulations or direction of a third party but the third party is not directly involved in the proceedings, to update that third party of the stage at which the proceedings are at without disclosing any of the substance of those proceedings.

Article 13 Fees, Expenses and Costs

- 13.1 Unless otherwise agreed, SDSI's fees (which include the Mediator's fees) and the other expenses of the mediation will be borne equally by the parties. Payment of these fees and expenses will be made to SDSI in accordance with the SDSI Fee Schedule in force at the time of the Mediation.

- 13.2 Each party will bear its own costs and expenses of its participation in the mediation (including its own legal representative costs) unless otherwise agreed by the parties and reflected in the Settlement Agreement.

Advance on Costs

- 13.3 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 all parties into the SDSI bank account (see Article 13.4). In fixing the amount of an advance on costs, the Secretariat shall take into account the costs of supporting and hosting the mediation, the number of parties, the sum in dispute (if applicable) and the complexity of the case.

- 13.4 Along with the filing of the Notice of Mediation, the Claimant shall pay a non-reimbursable filing fee to the following bank account, unless another means of payment is agreed with the Secretariat:

Beneficiary: SDSI [Just Sport Ireland]

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

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

- 13.4 The Mediator will not proceed with the mediation until the full amount of the advance on costs is received by the Secretariat.

- 13.5 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.

Article 14 General

- 14.1 The effective date of these Mediation Rules shall be 1 January 2025.