



MEDIATION RULES

The Registrar
Just Sport Ireland
Sport HQ
13 Joyce Way
Park West
Dublin 12
Ireland
Tel: +353 (0) 1 6251155
Fax: +353 (0) 1 6251156
E-mail: registrar@justsport.ie
Website: www.justsport.ie



**JUST SPORT IRELAND
MEDIATION RULES**

1. Introduction

- 1.1 Just Sport Ireland (“JSI”) mediation is a flexible process in which each party to a dispute (the “Party”) undertakes to attempt to negotiate in good faith with the other Party, with the assistance of a JSI mediator (the “Mediator”), with a view to settling a sports-related dispute.
- 1.2 Each JSI mediation is based on an agreement (the “Agreement to Mediate”) between the Parties to submit to mediation a sports-related dispute which has arisen or which may arise between them (the “Dispute”). The Agreement to Mediate may take the form of a mediation clause inserted in a contract, a mediation clause contained in the statutes or regulations of a sports-related body, or that of a separate agreement.

2. Application of Rules

- 2.1 Where an Agreement to Mediate provides for mediation under the JSI Mediation Rules (the “Rules”), these Rules shall be deemed to form an integral part of such Agreement to Mediate. Unless the Parties have agreed otherwise, the version of these Rules in force on the date when the request for mediation is filed shall apply. The Parties may agree to vary these Rules in writing at any time.

3. Initiation of Mediation

- 3.1 A Party wishing to initiate a mediation process shall submit to JSI and simultaneously send to the other Party a request for mediation containing or accompanied by (collectively referred to as the “Request for Mediation”):
 - the names and relevant contact details of all parties to the Dispute and their representatives,
 - a copy of the Agreement to Mediate,
 - a brief description of the Dispute, and
 - proof of payment of the non-refundable registration fee, the amount of which is indicated on the prescribed Request for Mediation form and may be amended by JSI from time to time.

The prescribed Request for Mediation form, which should be used when a Party is submitting a Request for Mediation, and which may be amended by JSI from time to time, is set out in the First Schedule to these Rules.

3.2 Upon submission of a Request for Mediation to the JSI, the Registrar shall fix the time limit within which the responding Party shall submit to JSI and simultaneously send to the requesting Party its reply to the Request for Mediation, containing or accompanied by (collectively referred to as the “Reply”):

- an acceptance or refusal of the invitation, contained in the Request for Mediation, to submit the Dispute to JSI Mediation,
- notice of any mutual choice of a mediator by the Parties,
- any of the Parties’ contact details that have not already been provided by the Party requesting the mediation.

The prescribed Reply form, which should be used when a Party is replying to a Request for Mediation, and which may be amended by JSI from time to time, is set out in the Second Schedule to these Rules.

3.4 If the Parties agree to commence a mediation process, the Registrar shall appoint a mediator in accordance with Rule 4 and shall request the payment by the Parties of an advance on the Mediation Costs, in accordance with Rule 13.

4. Appointment of the Mediator

4.1 JSI shall compile a list of JSI mediators (the “List of Mediators”), from which mediators may be selected and appointed to act as the Mediator in a JSI mediation. The List of Mediators may be amended by JSI from time to time.

4.2 Upon receipt of the Reply, unless the Parties have jointly notified JSI of their mutual choice of a mediator, the Registrar shall select and appoint the Mediator from the List of Mediators, after consultation with the Parties.

4.3 By accepting his/her appointment, the Mediator undertakes to devote sufficient time to the mediation process as will allow it to be conducted expeditiously.

5. Independence and Replacement of a Mediator

5.1 The Mediator shall be and must remain independent of the Parties, and is bound to disclose, both to JSI and to the Parties, any circumstances likely to compromise his/her 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.

- 5.2 If a Party raises an objection to the Mediator, if the Mediator discloses a potential conflict of interest, or if the Mediator indicates that he/she is unable to act, JSI may replace the Mediator, after consultation with the Parties.

6. Party Representation

- 6.1 The Parties may be represented or assisted throughout the mediation process by a person or persons of their choice. If a Party is being represented, it shall inform JSI and the other Party of the identity of such representative at the earliest opportunity. A Party's representative must have full authority to settle the Dispute.

7. Conduct of the Mediation and Role of the Mediator

- 7.1 The mediation shall be conducted in the manner agreed by the Parties. In the absence of such agreement between the Parties, the Mediator shall determine the manner in which the mediation will be conducted, taking into account the circumstances of the case, the wishes of the Parties, and the need for an expeditious settlement of the Dispute.

- 7.2 As soon as possible after the Mediator's appointment, he/she shall establish the terms and timetable for each Party to submit, to the Mediator and to the other Party, a statement summarising the Dispute, containing or accompanied by (collectively referred to as the "Case Summary"):

- a brief description of the facts, including a list of the issues submitted to the Mediator with a view to resolution,
- copies of all documents referred to in the Case Summary and to which the Parties may wish to refer during the mediation.

- 7.3 Any Party may submit further documentation to the Mediator (through JSI), which it wishes 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.

- 7.4 After consultation with the Parties, the Mediator shall fix the date, time and venue for any meetings between the Parties and the Mediator.

- 7.4 Each Party shall cooperate in good faith with the Mediator.

- 7.5 The Mediator shall promote the settlement of the issues in dispute in any manner that he/she believes to be appropriate. In order to achieve this, the Mediator will identify the issues in dispute and facilitate the discussion of such issues by the Parties.
- 7.6 The Mediator does not have the authority to impose a settlement on the Parties.
- 7.7 The Mediator is authorized to conduct both joint and separate meetings with the Parties. If requested by all Parties in writing, the Mediator may make oral or written recommendations concerning an appropriate resolution of the Dispute.
- 7.8 The Parties undertake not to 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.

8. Privacy

- 8.1 Meetings between the Parties and the Mediator shall be private. Persons other than the Parties and their representatives may attend only with the permission of the Parties and with the consent of the Mediator.

9. Confidentiality

- 9.1 The mediation process shall be confidential and the Mediator, the Parties, their representatives, experts and/or other persons involved in the mediation, may not disclose to any third party any information given to them during the mediation. All information or documents provided to JSI in connection with the mediation shall be confidential.
- 9.2 The Mediator will not disclose to any other party any information given to him/her by a Party in confidence without the express consent of that Party.
- 9.3 No formal record or transcript of the mediation shall be made.
- 9.4 The Parties undertake not to compel the Mediator, or any officer or employee of JSI, to divulge information or documents or to testify or give evidence in regard to the mediation, in any adversary proceeding or judicial forum.
- 9.5 The Parties, their representatives, experts and/or other persons involved in the mediation shall maintain the confidentiality of the mediation and shall not rely upon, or introduce as evidence in any arbitral, judicial or other proceeding:

- (i) documents or information obtained during the mediation process;
- (ii) views expressed or suggestions or proposals made by a Party or the Mediator in the course of the mediation process;
- (iii) admissions made by a Party in the course of the mediation process; or
- (iv) the fact that a Party had or had not indicated a willingness to accept a proposal made by another Party or by the Mediator.

9.6 The requirement to confidentiality shall not apply if, and to the extent that:

- (i) all Parties consent to the 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 his/her being subject to criminal proceedings unless the information in question is disclosed.

9.7 Information or documents otherwise admissible in evidence in any arbitral, judicial or other proceeding, will not be rendered inadmissible by reason of their use in the mediation.

10. Termination of the Mediation

10.1 Any Party may withdraw from the mediation process at any time and shall immediately inform the Mediator and the other Party in writing. The mediation will terminate when:

- (i) a Party withdraws from the mediation; or
- (ii) the Mediator, at his/her discretion, withdraws from the mediation, by written declaration; or
- (iii) a written settlement agreement is concluded between the Parties.

10.2 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.

11. Settlement

11.1 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.

11.2 The settlement agreement may be drawn up by, or with the assistance of, the Mediator, or by the Parties and shall be signed by the Mediator and the Parties. A copy of the settlement

agreement shall be provided to JSI 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.

12. Post-Mediation Conduct

12.1 If the Dispute remains unresolved at the conclusion of the mediation process, the Parties may have recourse to JSI arbitration if this option is provided for in the Agreement to Mediate or another dispute-resolution clause to which the Dispute is subject.

12.2 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.

13. Costs

13.1 Upon filing of the Request for Mediation, the Party requesting mediation shall pay the non-refundable registration fee indicated on the prescribed Request for Mediation form, the amount of which may be revised by JSI from time to time. This payment shall be taken into account by the Registrar when he/she calculates the share of the advance on costs that is payable by each Party.

13.2 The cost of the mediation, including JSI administrative expenses and the fees and expenses of the Mediator (collectively referred to as the "Mediation Costs"), shall be determined by the Registrar at the conclusion of the mediation process, and, unless otherwise agreed between the Parties, shall be borne by the Parties in equal measure.

13.3 Any other expense incurred by a Party in connection with the mediation process, including the cost of legal representatives, witnesses, expert witnesses and interpreters, shall be borne by that Party.

13.4 An advance on the Mediation Costs will be requested from the Parties during the mediation process. The Registrar shall fix the advance on costs at an amount likely to cover the fees and expenses of the Mediator as well as the JSI administrative costs, and shall take into account the complexity of the Dispute and the financial resources of the Parties. This amount may be subject to readjustment at any time during the mediation process. At the conclusion of the mediation process, having calculated and deducted the Mediation Costs from the amount advanced, the Registrar shall refund the remaining amount to the Parties, in equal measure.

13.5 The Parties shall pay the advance on costs in equal shares. A time limit for payment of the advance shall be set and notified to the Parties by the Registrar. Should the Parties fail to pay the advance on costs within the prescribed time limit, JSI may refuse to execute any

procedural step in the mediation process, including the appointment of the Mediator, until such payment is effected. If a Party fails to pay its share of the advance on costs, another Party may choose to pay that Party's share. In the event of non-payment of the entire amount requested by the Registrar, the mediation process will not proceed.

14. Exclusion of Liability

14.1 Neither the Mediator nor JSI, 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 Rules, unless the act or omission is shown to have been in bad faith.

15. Interpretation and Application of the Rules

15.1 The Mediator will interpret and apply these Rules insofar as they relate to the Mediator's duties and responsibilities. All other procedures will be interpreted and applied by the Registrar.

16. Governing Law and Jurisdiction

16.1 The mediation 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.

FIRST SCHEDULE

REQUEST FOR MEDIATION

1. NAME AND ADDRESS OF PARTY REQUESTING MEDIATION

Name (Individual or Organisation):

If the Party is an organisation, please specify the member of the organisation that has the authority to represent the organisation for the purposes of this mediation:

Address of Party:

Telephone number: (Home) _____

(Work) _____

(Mobile) _____

Fax number: _____

E-mail address: _____

If the Party is being represented by a lawyer or other Representative, please specify the name and title of the Appellant's Representative:

If different from the address and contact details indicated above, please indicate the address and contact details to which correspondence and communications related to the mediation should be directed:

Telephone number: _____

Fax number: _____

E-mail address: _____

If the Party is under the age of eighteen, the Party's date of birth shall be provided below, in addition to the names and relevant contact details of the Party's parent or legal guardian and the signature of such parent/legal guardian.

Party's date of birth (if Party is under the age of eighteen): _____

Parent/legal guardian's name: _____

Parent/legal guardian's signature: _____

If the present request for mediation is being submitted by more than one Party, please set out the details of the other Parties on a separate page, which shall be appended to this form.

2. NAME AND ADDRESS OF OTHER PARTY TO THE DISPUTE

Name:

Address:

Telephone number: _____



Alternative telephone number (if available): _____

Fax number: _____

E-mail address: _____

If there are more than two parties to the Dispute, please set out the contact details of the additional Parties on a separate page, which shall be appended to this form.

Have you appended to this form details of additional Parties to the Dispute? Yes No

3. AFFECTED PARTIES

Are there other parties potentially directly affected by your application? Yes No

If the answer is yes, please provide details of that party or parties.

Name of affected party:

Please explain why the indicated party may be affected by the present request for mediation:

Address of affected party:

Telephone number: _____

Alternative telephone number (if available): _____

Fax number: _____

E-mail address: _____

If the Party requesting mediation wishes to identify more than one affected party, it shall set out the contact details of the additional affected parties on a separate page, which shall be appended to this form.

Please note that identifying an individual or organisation as a potentially affected party will not automatically involve that individual or organisation as a party to the mediation.

Have you appended to this form details of additional affected parties? Yes No

4. AGREEMENT TO MEDIATE

Each JSI mediation is based on an agreement (the “Agreement to Mediate”) between the Parties to submit to mediation a sports-related dispute which has arisen or which may arise between them (the “Dispute”). The Agreement to Mediate may take the form of a mediation clause inserted in a contract, a mediation clause contained in the statutes or regulations of a sports-related body, or that of a separate agreement.

Please append a copy of the Agreement to Mediate to this form.

Have you appended a copy of the Agreement to Mediate to this form? Yes No

5. THE DISPUTE

Please set out a brief description of the Dispute. If necessary, please continue on a separate page, which you shall append to this form.



IBAN: IE 52BOFI 9000 17 7212 4483

BIC/Swift Code: BOFT IE 2D

Have you appended proof of payment of the application fee to this form? Yes No

7. COMMUNICATION

The JSI Registrar is the responsible for the administration of the JSI dispute resolution service. Any correspondence, application or other general queries relating to JSI should be addressed to the JSI Registrar at the following address:

Just Sport Ireland, Sport HQ, 13 Joyce Way, Park West, Dublin 12, Ireland.

Tel: +353 (0) 1 6251155

Fax: +353 (0) 1 6251156

E-mail: registrar@justsport.ie

Website: www.justsport.ie

8. MEDIATOR

Have the parties mutually agreed to jointly nominate a mediator? Yes No

If so, please indicate the mediator from the JSI List of Mediators that has been selected by the Parties:

9. PROCEDURAL AGREEMENTS AND PROPOSALS

Have the parties reached agreement regarding any procedural matters or any variation from the JSI Mediation Rules? Yes No

If so, please describe the agreement that has been reached between the Parties:



Do you wish to make any proposals regarding procedural matters or possible variations from the JSI Mediation Rules? Yes No

If so, please describe such proposals and explain why you are making such proposals:

10. IMPORTANT NOTICE TO THE PARTY RECEIVING THE REQUEST FOR MEDIATION

In accordance with JSI Mediation Rule 3.3, within the time limit that the Registrar has fixed, the Party receiving this Request for Mediation shall submit its reply to the Request for Mediation, containing or accompanied by (collectively referred to as the “Reply”):

- an acceptance or refusal of the invitation, contained in the Request for Mediation, to submit the Dispute to JSI Mediation,
- notice of any mutual choice of a mediator by the Parties,
- any of the Parties’ contact details that have not already been provided by the Party requesting the mediation.

The prescribed Reply form, which should be used when a Party is replying to a Request for Mediation, and which may be amended by JSI from time to time, is set out in the Second Schedule to these Rules.

11. COSTS

Unless otherwise agreed between the Parties, the cost of the mediation shall be borne by the Parties in equal measure. Please refer to JSI Mediation Rule 13 for further details regarding costs.

12. SUBMISSION OF REQUEST FOR MEDIATION

Pursuant to JSI Mediation Rule 3.1, the Party wishing to initiate a mediation process shall submit a request for mediation to JSI and simultaneously send it to the other Party to the Dispute.



Is a copy of this Request for Mediation being simultaneously sent to JSI and the other party to the Dispute? Yes No

13. SIGNATURE

Name of signatory: _____

Date: _____

Signature: _____

SECOND SCHEDULE

REPLY

1. NAME AND ADDRESS OF RESPONDING PARTY

Name (Individual or Organisation):

If the Party is an organisation, please specify the member of the organisation that has the authority to represent the organisation for the purposes of this mediation:

Address of Party:

Telephone number: (Home) _____

(Work) _____

(Mobile) _____

Fax number: _____

E-mail address: _____

If the Party is being represented by a lawyer or other Representative, please specify the name and title of the Appellant's Representative:

If different from the address and contact details indicated above, please indicate the address and contact details to which correspondence and communications related to the mediation should be directed:

Telephone number: _____

Fax number: _____

E-mail address: _____

If the Party is under the age of eighteen, the Party's date of birth shall be provided below, in addition to the names and relevant contact details of the Party's parent or legal guardian and the signature of such parent/legal guardian.

Party's date of birth (if Party is under the age of eighteen): _____

Parent/legal guardian's name: _____

Parent/legal guardian's signature: _____

If the present request for mediation is being submitted by more than one Party, please set out the details of the other Parties on a separate page, which shall be appended to this form.

2. RESPONSE TO INVITATION TO MEDIATE

Do you agree to submit the dispute referred to in the Request for Mediation to JSI mediation? Yes No

3. AFFECTED PARTIES

Are there other parties potentially directly affected by the initiation of a mediation process, whom have not been identified in the Request for Mediation? Yes No

If the answer is yes, please provide details of that party or parties.

Name of affected party:



Please explain why the indicated party may be affected by the present request for mediation:

Address of affected party:

Telephone number: _____

Alternative telephone number (if available): _____

Fax number: _____

E-mail address: _____

If you wish to identify more than one affected party, please set out the contact details of the additional affected parties on a separate page, which shall be appended to this form.

Please note that identifying an individual or organisation as a potentially affected party will not automatically involve that individual or organisation as a party to the mediation.

Have you appended to this form details of additional affected parties? Yes No

4. COMMUNICATION

The JSI Registrar is the responsible for the administration of the JSI dispute resolution service. Any correspondence, application or other general queries relating to JSI should be addressed to the JSI Registrar at the following address:



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5. MEDIATOR

Have the parties mutually agreed to jointly nominate a mediator? Yes No

If so, please indicate the mediator from the JSI List of Mediators that has been selected by the Parties:

6. PROCEDURAL AGREEMENTS AND PROPOSALS

Have the parties reached agreement regarding any procedural matters or any variation from the JSI Mediation Rules? Yes No

If so, please describe the agreement that has been reached between the Parties:

Do you wish to make any proposals regarding procedural matters or possible variations from the JSI Mediation Rules? Yes No

If so, please describe such proposals and explain why you are making such proposals:

7. COSTS

Unless otherwise agreed between the Parties, the cost of the mediation shall be borne by the Parties in equal measure. Please refer to JSI Mediation Rule 13 for detailed regarding costs.

8. SUBMISSION OF REPLY

Pursuant to JSI Mediation Rule 3.2, the Party responding to the Request for Mediation shall submit to JSI and simultaneously send to the other Party its reply to the Request for Mediation.

Is a copy of this Reply being simultaneously sent to JSI and the other party to the Dispute?

Yes No

9. SIGNATURE

Name of signatory: _____

Date: _____

Signature: _____