

1. INTRODUCTION

- 1.1 World Netball appreciates that often a dispute arises that requires resolution in a quick and cost-effective manner e.g., a breach of contract dispute. Alternative dispute resolution processes, such as mediation, are proven methods of resolving differences in a cost effective manner. World Netball is in favour, and encourages the use, of alternative dispute resolution to resolve disputes.
- 1.2 These Dispute Regulations provide for a three-stage alternative dispute resolution process in relation to disputes that do not fall to be considered under any other World Netball procedure.
- 1.3 These Dispute Regulations form an agreement between World Netball, the Regional Federations, Members and all others who are subject to the jurisdiction of World Netball to resolve the disputes defined in regulation 2.1 in accordance with the three-stage process described in regulations 4 to 6.

2. JURISDICTION

- 2.1 Except where a procedure that is set out in another World Netball regulation or document provides, these Dispute Regulations shall apply to:
- a) any dispute between World Netball and one or more Regional Federations and/or Members that arises under the Memorandum or Articles or pursuant to a World Netball decision or a contract with World Netball;
 - b) any dispute between two or more Regional Federations and/or Members (excluding a contract dispute for which Regional Federations and/or Members have contractually agreed another dispute resolution mechanism); and
 - c) any complaint of any kind brought against World Netball by:
 - i) any player or other person or entity that is subject to the jurisdiction of World Netball;
 - ii) any player or other person or entity that is subject to the jurisdiction of a Member; or
 - iii) any third party that agrees to submit to the jurisdiction of these Dispute Regulations.

3. APPLICATION

- 3.1 These Dispute Regulations apply to and bind all:

- a) Regional Federations;
- b) Members;
- c) All of the World Netball's officers, employees and appointees (including, without limitation, any person holding any World Netball appointment or sitting on any World Netball Board, committee or panel);
- d) Players and Team Officials;
- e) Match Officials (Umpires);
- f) Technical Officials;
- g) Tournament and International Event personnel;
- h) Volunteers;
- i) All other persons and entities that are bound by World Netball rules, regulations, codes or policies made by World Netball, as amended from time to time; and
- j) Any third party who agrees to submit to the jurisdiction under regulation 2.1(c)(iii).

4. FIRST STAGE: NEGOTIATION

4.1 The parties to any dispute that falls for consideration under these Dispute Regulations agree that they will first seek to resolve the dispute by entering into good faith discussions with each other, as follows:

4.1.1 A party shall give the other party written notice of the dispute that arises, and which is not resolved through the normal course of business. If the dispute is against World Netball, then the written notice shall be submitted to the Disciplinary and Disputes Officer ("DDO").

4.1.2 The written notice shall provide details of the parties to the dispute, a brief summary of the facts and legal claim/s, and the remedy sought.

4.1.3 A party receiving a written notice of dispute shall have a period of 14 days from receipt of such notice to provide a written response to the other party setting out that party's position in relation to the dispute.

4.1.4 Within 14 days of the written response being sent, the parties to the dispute shall meet in person, by video conference or telephone conference and engage in good faith discussions to attempt to resolve the dispute. At the meeting, each party should be represented by a person with authority to settle the dispute.

4.1.5 In the event that the meeting fails to resolve the dispute, or if there is insufficient time or some other compelling reason not to follow the above procedure, the parties shall make two further attempts to resolve the dispute through good faith discussions. The parties may call upon the assistance of the World Netball Chief Executive Officer (or, where the World Netball Chief Executive Officer is in any way involved in or

connected to the dispute, the World Netball Finance Director) to facilitate a resolution, whether in person or via telephone or video conference. Any such meeting should take place as soon as reasonably practicable.

- 4.2 All discussions between the parties pursuant to this dispute stage are confidential and shall take place on a “without prejudice” basis.
- 4.3 If the dispute remains unresolved after following the above process, or where a successful resolution of the dispute has not occurred within 60 days of the written notice first being sent, the dispute shall be referred to mediation in accordance with Regulation 5.

5. SECOND STAGE: MEDIATION

- 5.1 If the dispute remains unresolved after stage one, the parties to the dispute shall agree to submit the dispute to mediation. Mediation is a form of dispute resolution that involves a neutral third party facilitating the parties to reach a resolution to their dispute. A party to the dispute shall notify the World Netball DDO to refer to the matter to mediation.
- 5.2 Upon notification by a party to the dispute, World Netball shall refer the dispute to Sport Resolutions (a trading name of The Sports Dispute Resolution Panel Ltd - Company No. 3351039) for resolution by mediation in accordance with Sport Resolutions’ Mediation Procedure. The Sport Resolutions’ Mediation Procedure is deemed to be incorporated in these Dispute Regulations by reference to this clause.
- 5.3 Unless otherwise agreed, Sport Resolutions’ fees (which include the Mediator’s fees) and the other expenses of the mediation will be borne equally by the parties. Unless otherwise agreed, each party will bear its own costs and expenses of its participation in the mediation.
- 5.4 If the mediation terminates without a settlement to the dispute or if a mediation settlement agreement is agreed that is subsequently breached, the dispute shall be referred to, and finally resolved by, arbitration under Regulation 6.

6. THIRD AND FINAL STAGE: COURT OF ARBITRATION FOR SPORT

- 6.1 Arbitration involves a neutral third party deciding the outcome of the dispute. The parties agree that if the dispute remains unresolved after stage two, they will submit the dispute to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, for final and binding arbitration in accordance with the Code of Sports-related arbitration.
- 6.2 The Code of Sports-related arbitration is deemed to be incorporated in these Dispute Regulations by reference to this clause. The CAS arbitration panel will

consist of a sole arbitrator and the language of the arbitration will be English. The dispute will be decided in accordance with World Netball's Regulations, where relevant, and the law of England and Wales.

- 6.3 The decision of the CAS on the dispute will be final and binding and may not be challenged in any forum or on any grounds except as set out in Chapter 12 of Switzerland's Federal Code on Private International Law.

7. ENFORCEMENT

- 7.1 Any sum payable by a person, entity, Member and/or Regional Federation under a CAS arbitration award issued at the third stage shall become immediately due and payable when the decision is served on the parties.

- 7.2 Any sum payable by a person, entity, Member and/or Regional Federation under a CAS arbitration award issued at the third stage may be deducted (and retained) by World Netball from any sums payable by World Netball to the person, entity, Member or Regional Federation. Nothing in this regulation 7.2, prevents a party seeking enforcement of a CAS arbitration award, from seeking recognition of, or enforcing, the award under the New York Convention on the Recognition and Enforcement of Arbitral Awards 1958, including against World Netball.

8. GENERAL

- 8.1 The parties shall preserve and respect the confidentiality of any negotiations, any mediation or any arbitration arising in relation to the dispute, and all issues relating to it shall remain confidential until such time as the parties agree to make public a summary of the dispute and/or its outcome or an arbitration decision in relation to the dispute is published in accordance with the Code of Sports-related arbitration.

- 8.2 Notices and communications to be served on World Netball will be treated as served where they are delivered to the office of World Netball's secretariat. The contact details are:

Postal address: World Netball, Suite 6.02, Floor 6, Tomorrow, Media City UK, Salford, M50 2AB, United Kingdom

Email address: info@worldnetball.sport

- 8.3 Notices and communications to parties other than World Netball or the DDO may be served:

a) by delivery to the party at the address last notified to World Netball; or

b) via a party's National Association, at the address last notified to World Netball.

8.4 If sent by courier or by registered or first class post, the notice or communication will be deemed to have been given at the expiration of five Working Days after it was sent e.g. if the notice or communication was sent on a Tuesday, then the period expires at 5pm the following Tuesday. If transmitted by email, the notice or communication will be deemed to have been given at the expiration of 48 hours after the time it was sent.

APPENDIX – DEFINITIONS

Articles means the Articles of Association of World Netball, as amended from time to time.

Board means the board of directors of World Netball, elected pursuant to the Articles.

CAS means the Court of Arbitration for Sport in Lausanne, Switzerland.

Disciplinary and Disputes Officer (DDO) means the person appointed by World Netball to act on its behalf in matters arising under these Regulations.

World Netball means the International Netball Federation Limited

International Event means a duly-sanctioned Match, competition or event contested by national representative teams or by teams under the jurisdiction of different National Associations or by teams representing different Regional Federations.

Match means a contest between two teams played according to the Rules of Netball.

Match Official (Umpire) means the two umpires and reserve umpire appointed to the Match or International Event.

Member means an entity that has been admitted as a member of World Netball in accordance with the Articles.

Memorandum means the Memorandum of Association of World Netball, as amended from time to time.

National Association means a national governing body of Netball.

Netball means the sport of netball and other derivatives of the game as determined by the Board from time to time.

Regional Federation means a regional federation established in accordance with the Articles.

Rules of Netball means the official rules written for international play as amended from time to time.

Team Officials means the named team officials for each Match and all accredited supplementary team personnel for the Event.

Technical Official means scorers and timekeepers seated at the official bench and any other official specified for an International Event.