

2025

AALCO HONG KONG REGIONAL ARBITRATION CENTRE SPORTS INDUSTRY MEDIATION AND ARBITRATION RULES

(Adopted on 1 May 2025)



**AALCO
HONG KONG REGIONAL
ARBITRATION CENTRE**
亞非法協香港區域仲裁中心

I. Introductory Rules

Article 1 Definitions

For purposes of these Rules:

1. **“AALCO Hong Kong Regional Arbitration Centre”** (or **“the Centre”**) means the regional arbitration centre established by international law and headquartered in Hong Kong, pursuant to the 10 November 2021 Agreement Between the Government of the People’s Republic of China and the Asian-African Legal Consultative Organization (**“AALCO”**) on the Establishment of a Regional Centre for Arbitration in the Hong Kong Special Administrative Region of the People’s Republic of China.
2. **“arbitration”** means the process of resolving a claim that has been referred for arbitration under these Rules, which is a confidential, voluntary, binding, final and private dispute resolution process.
3. **“arbitrator”** means a person who is suitably qualified and experienced in arbitration and is appointed in accordance with these Rules to act as an arbitrator.
4. **“claimant”** means any party initiating mediation or arbitration proceedings under these Rules.

5. **“electronic address”** means an information system, or a portion thereof, designated by the parties to the mediation and arbitration process to exchange communications related to that process.
6. **“mediation”** means the process of resolving a claim submitted for mediation under these Rules, which is a confidential, voluntary, non-binding and private dispute resolution process, in which the mediator assists the parties in reaching a negotiated settlement or narrowing the issues in dispute.
7. **“mediator”** means a person who is properly trained and experienced in mediation and is appointed in accordance with these Rules to act as a mediator.
8. **“party”** means the claimant or the respondent, as the case may be.
9. **“proceedings”** means the mediation and/or arbitration proceedings under these Rules.
10. **“respondent”** means any party to whom the notice is directed.
11. **“Sports Arbitration Panel”** means AALCO Hong Kong Regional Arbitration Centre’s panel of arbitrators for these Rules.

12. **“Sports Mediation Panel”** means AALCO Hong Kong Regional Arbitration Centre’s panel of mediators for these Rules.

Article 2 Scope of Application

1. These Rules apply to the disputes, whether present or future, where the parties have agreed, either by stipulation in a contract or a separate agreement, to settle their disputes or differences by mediation and/or arbitration pursuant to these Rules.
2. Proceedings under these Rules are provided to resolve contractual disputes and/or non-contractual disputes related to sports-related disciplinary matters (such as disputes relating to selection and/or eligibility) where the relevant sports association has adopted these Rules.
3. The parties may modify these Rules by agreement provided that such modifications are acceptable to AALCO Hong Kong Regional Arbitration Centre.
4. AALCO Hong Kong Regional Arbitration Centre is the sole authority to administer proceedings under these Rules.

Article 3 Representation

1. A party may be represented or assisted by a person or persons chosen by that party. The names, designated electronic addresses and authority to act of such persons must be communicated to the other party by AALCO Hong Kong Regional Arbitration Centre.
2. The representative must have full written authority to settle the dispute independently, without needing to consult the party they are representing.

Article 4 Communications and Calculation of Periods of Time

1. Save as otherwise provided in these Rules, all communications, including written communications, in the mediation and arbitration may be uploaded to an electronic communications platform as may be designated by AALCO Hong Kong Regional Arbitration Centre from time to time and conducted and transmitted through electronic means.
2. By agreeing to adopt these Rules, each party consents to the transmission of communications by electronic means and acknowledges that such transmission constitutes valid service of any written communications.

3. Time limits under these Rules shall begin to run on the day following the day when any communication is received or deemed received. If the last day of the time limit is an official holiday or a non-business day at the place of receipt, the time limit shall be extended until the first business day that follows. Official holidays or non-business days occurring during the running of the time limit shall be included in calculating the time limit.

II. Commencement of Proceedings

Article 5 Notice

1. The claimant shall communicate a notice to AALCO Hong Kong Regional Arbitration Centre in accordance with paragraph 6 of this Article. The notice should, as far as possible, be accompanied by all documents and other evidence the claimant relies on, or contain references to them.
2. AALCO Hong Kong Regional Arbitration Centre shall promptly notify the respondent of the notice.
3. The day on which the mediation request is received by AALCO Hong Kong Regional Arbitration Centre shall be considered as the date on which the proceedings commence.

4. AALCO Hong Kong Regional Arbitration Centre shall immediately inform the parties of the date on which the proceedings commence and shall set the time limit by which the parties shall pay their share of the administrative costs and the advance of costs published on its website (www.aalcohkrac.org).
5. If the advance of costs is not paid by both parties, and if one party does not agree to pay the share of costs of the other party(-ies), the proceedings will be immediately terminated.
6. The notice shall include:
 - (a) the name and designated electronic address of the claimant and the claimant's representative (if any) authorised to act for the claimant in the proceedings;
 - (b) the name and electronic address of the respondent and the respondent's representative (if any) known to the claimant;
 - (c) a copy of the contract containing the mediation and arbitration agreement, or any document providing for mediation and arbitration in accordance with these Rules;
 - (d) the ground(s) on which the claim is made;
 - (e) any proposed solution(s) to resolve the dispute(s);

- (f) the claimant's preferred language of proceedings;
and
- (g) the signature or other means of identification and authentication of the claimant and/or the claimant's representative.

If the claim relates to selection and/or eligibility disputes and/or other non-contractual disputes and where applicable, the notice shall include:

- (h) a copy of the selection and/or eligibility decision being challenged;
- (i) an application for a stay of the effects of the selection and/or eligibility decision being challenged, or for any other preliminary relief of an extremely urgent nature;
- (j) a copy of the provisions of the statutes or regulations, or the specific agreement providing for mediation and arbitration under these Rules;
and
- (k) any other information that the claimant deems appropriate.

Article 6 Response

1. The respondent shall communicate a response to the notice to AALCO Hong Kong Regional Arbitration Centre in accordance with paragraph 2 of this Article

within fourteen (14) days of being notified. The response should, as far as possible, be accompanied by all documents and other evidence relied upon by the respondent, or contain references to them.

2. The response shall include:

- (a) the name and designated electronic address of the respondent and the respondent's representative (if any) authorised to act for the respondent in the proceedings;
- (b) a response to the ground(s) on which the claim is made;
- (c) any proposed solution(s) to resolve the dispute(s);
- (d) the signature or other means of identification and authentication of the respondent and/or the respondent's representative; and
- (e) notice of any counterclaim, including the ground(s) on which the counterclaim is made.

If the claim relates to selection and/or eligibility disputes and other non-contractual disputes and where applicable, the response may also include:

- (f) any exhibit(s) or specification(s) of other evidence upon which the respondent intends to rely;
- (g) the name(s) of any witness(es), including a summary of their expected testimony; the witness

statement(s), if any, shall be filed together with the response, unless the mediator/arbitrator determines otherwise; and

- (h) the name(s) of any expert(s) the respondent intends to call, stating their area of expertise, and any other evidentiary measure it requests.
3. The respondent may provide, at the time it submits its response, any other relevant information, including information in support of its response, and information related to the pursuit of other legal remedies.

Article 7 Time Limit for Commencement of Proceeding Concerning Selection and/or Eligibility Disputes and Other Non-Contractual disputes

1. In the absence of a time limit prescribed in the relevant statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for the commencement of proceedings by way of communicating a notice to AALCO Hong Kong Regional Arbitration Centre under these Rules shall be twenty-one (21) days after the person was informed of the concerned decision, or the decision became known to them (whichever is the earlier).

2. AALCO Hong Kong Regional Arbitration Centre shall not initiate a procedure if the notice is, on its face, filed out of time and shall so notify the person who filed the notice accordingly.
3. When a procedure is initiated, a party may request AALCO Hong Kong Regional Arbitration Centre and the mediator or arbitrator, if appointed, to terminate it if the notice is late.

Article 8 Seat of Arbitration

The seat of arbitration under these Rules is Hong Kong, China.

Article 9 Place of Mediation Session or Arbitration Hearing

The place of mediation meeting or arbitration hearing is also Hong Kong, China. However, should circumstances warrant, and after consultation with all parties, the mediator or arbitral tribunal may decide to hold a mediation meeting or arbitration hearing online or offline in location other than Hong Kong, China and may issue the appropriate directions related to such hearing.

Article 10 Language of Proceedings

1. The language of the proceedings under these Rules is English, Arabic or Chinese. In the absence of agreement between the parties, the mediator or arbitrator or, if not yet been appointed, AALCO Hong Kong Regional Arbitration Centre, shall select one of these three languages at the commencement of proceeding, after considering all relevant circumstances. Once designated, the proceedings shall be conducted exclusively in the chosen language, unless otherwise mutually agreed by the parties and the mediator or arbitrator.
2. The parties may request the use of a language other than English, Arabic or Chinese, subject to approval by both AALCO Hong Kong Regional Arbitration Centre and the mediator or arbitrator. The mediator or arbitrator may require the parties to bear all or part of the associated translation and interpretation costs.
3. For any mediation meeting or arbitration hearing, a party may be permitted to use a language other than the designated proceedings language, provided that the party arranges the interpretation into and from the official language of the mediation or arbitration, and covers the cost incurred.

III. Mediation Stage

Article 11 Appointment of Mediator

1. Mediators for proceedings under these Rules shall be appointed from AALCO Hong Kong Regional Arbitration Centre Sports Mediation Panel. Any mediator jointly proposed by the parties is subject to the written confirmation by AALCO Hong Kong Regional Arbitration Centre.
2. Unless the parties jointly select a mediator from AALCO Hong Kong Regional Arbitration Centre Sports Mediation Panel, the mediator shall be appointed by the Centre, following consultation with the parties, from the same Panel.
3. By accepting the appointment, the mediator undertakes to devote sufficient time to the proceedings to ensure their expeditious conduct.
4. The mediator shall be and must remain impartial and independent of the parties and shall disclose any facts or circumstances which might be of such nature as to call into question their independence in the eyes of any of the parties. Notwithstanding any such disclosure, the parties may, by written agreement, authorise the mediator to continue their mandate.

5. In the event of an objection by any of the parties, or if the mediator, at their own discretion, deems themselves unable to bring the mediation to a successful conclusion, the mediator shall cease their mandate and notify AALCO Hong Kong Regional Arbitration Centre in writing accordingly. Upon such notification, the Centre will make arrangements to replace the mediator, after consulting the parties and offering them the opportunity to appoint another mediator from AALCO Hong Kong Regional Arbitration Centre.
6. Subject to the parties' agreement or a decision by AALCO Hong Kong Regional Arbitration Centre based on the relevant facts and circumstances of the case, AALCO Hong Kong Regional Arbitration Centre may appoint more than one mediator in one case to serve as the co-mediator(s), facilitating the resolution of disputes.

Article 12 Mediation Process

1. The mediator shall commence and conduct the mediation promptly after their appointment and shall use their best endeavours to conclude the mediation within ten (10) days of their appointment. Unless otherwise agreed by the parties and the mediator, the total duration of mediation meeting(s) for a claim under these Rules shall not exceed five (5) hours in aggregate, whether in one session or multiple sessions.

2. Each party shall cooperate in good faith with the mediator and utilise the Online Dispute Resolution platform and other legal technologies provided by AALCO Hong Kong Regional Arbitration Centre to facilitate the mediation as efficiently as possible.
3. The mediator may communicate with the parties jointly (in joint meeting(s)) or individually (in private meeting(s)), provided that any information obtained during such private meetings shall not be disclosed to the other party or parties without the express authorisation of the party giving the information.
4. A party may request a private meeting with the mediator at any time prior to the termination of the mediation under these Rules.

Article 13 Termination of the Mediation

1. The mediation shall be terminated upon written confirmation by AALCO Hong Kong Regional Arbitration Centre in any of the following circumstances:
 - (a) the parties sign a settlement agreement; or
 - (b) the mediator provides written notification that the mediation has been completed; or
 - (c) the mediator, after consulting the parties, provides written notification stating that further mediation efforts would not contribute to a resolving the dispute; or

- (d) any party submits written notification to the mediator and the other party(ies) at any time, declaring the termination of mediation; or
 - (e) no communication occurs between the mediator and any party or their representative for seven (7) days following the conclusion of the mediation session; or
 - (f) other circumstances arise that AALCO Hong Kong Regional Arbitration Centre deems sufficient to terminate the proceedings.
2. No party shall be entitled to call the mediator as a witness in any subsequent judicial, adjudication or arbitration proceedings arising out of or in connection with the same dispute, nor shall a mediator serve as a witness unless compelled by a court of competent jurisdiction.
 3. If mediation is terminated without a full settlement agreement and at the request of a party or AALCO Hong Kong Regional Arbitration Centre, the mediator shall promptly notify AALCO Hong Kong Regional Arbitration Centre and the parties of the termination, summarising any differences that were narrowed down during the mediation process.

Article 14 Recourse to Arbitration

If the parties fail to resolve their dispute through mediation within ten (10) days of being notified of the mediator's appointment, the proceedings shall proceed to arbitration under these Rules.

IV. Arbitration Stage

Article 15 Number of Arbitrators

The arbitral tribunal shall comprise one or three arbitrators. If the arbitration agreement does not specify the number of arbitrators, and the parties have not mutually agreed on the number by the commencement of the proceedings, AALCO Hong Kong Regional Arbitration Centre shall determine the number of arbitrators, taking into account the specific circumstances of the case.

Article 16 Appointment of Arbitrators

1. The parties may agree on the method of appointment of arbitrators from AALCO Hong Kong Regional Arbitration Centre Sports Arbitration Panel. In the absence of an agreement, the arbitrators shall be appointed in accordance with the following paragraphs.

2. If, by virtue of the arbitration agreement, a sole arbitrator is to be appointed, the parties may select them by mutual agreement within a time limit of seven (7) days as prescribed by AALCO Hong Kong Regional Arbitration Centre upon receipt of the written request. In the absence of agreement within that time limit, AALCO Hong Kong Regional Arbitration Centre shall proceed with the appointment.
3. If, by virtue of the arbitration agreement, or a decision of AALCO Hong Kong Regional Arbitration Centre, three arbitrators are to be appointed, the claimant shall nominate its arbitrator in the request or within the time limit as prescribed in the Centre's decision on the number of arbitrators, failing which the request for arbitration is deemed to have been withdrawn. The respondent shall nominate its arbitrator within the time limit as prescribed by AALCO Hong Kong Regional Arbitration Centre upon receipt of the written request. In the absence of such an appointment, AALCO Hong Kong Regional Arbitration Centre shall proceed with the appointment in lieu of the respondent. The two arbitrators so appointed shall select the presiding arbitrator by mutual agreement within a time limit as prescribed by AALCO Hong Kong Regional Arbitration Centre. Failing agreement within that time limit, AALCO Hong Kong Regional Arbitration Centre shall appoint the presiding arbitrator of the arbitral tribunal.

4. Mediator(s) involved in any pre-arbitration proceedings shall not be appointed as the arbitrator for the same case unless parties agree otherwise.

Article 17 Confirmation of the Arbitrators and Transfer of the File

1. An arbitrator nominated by the parties or by other arbitrators shall only be deemed appointed after receipt of written confirmation by AALCO Hong Kong Regional Arbitration Centre.
2. Once the arbitral tribunal is formed, AALCO Hong Kong Regional Arbitration Centre takes notice of the formation and transfers the file to the arbitrator(s), unless none of the parties has paid an advance of costs provided under these Rules.
3. An assistant may be appointed to assist the arbitral tribunal. Their fees shall be included in the arbitration costs.

Article 18 Joinder

If the respondent intends to involve a third party in the arbitration, it shall state this intention in its response, along with the reasons and file an additional copy of its response. AALCO Hong Kong Regional Arbitration Centre shall

communicate this copy to the person whose participation is requested and set a time limit for that person to state their position on participation and submit a response. It shall also set a time limit for the claimant to express their position on the participation of the third party.

Article 19 Intervention

1. If a third party wishes to participate as a party to the arbitration, it shall file an application to this effect with AALCO Hong Kong Regional Arbitration Centre, together with the reasons, within ten (10) 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.
2. AALCO Hong Kong Regional Arbitration Centre shall communicate a copy of this application to the parties and set a time limit for them to express their position on the participation of the third party and to file, to the extent applicable.

Article 20 Joint Provisions on Joinder and Intervention

1. A third party may only participate in the arbitration if it is bound by the arbitration agreement or if it and the other parties agree in writing.
2. Regardless of the decision of the arbitral tribunal on the participation of the third party, the formation of the arbitral tribunal cannot be challenged. In the event that the arbitral tribunal accepts the participation, it shall, if required, issue related procedural directions.
3. After considering the submissions by all parties concerned, the arbitral tribunal shall determine the status of the third party and its rights in the procedure.
4. After considering the submissions by all parties concerned, the arbitral tribunal may allow the filing of amicus curiae briefs, on such terms and conditions as it may determine.

Article 21 Confidentiality

Proceedings under these Rules are confidential. The parties, the arbitrators and AALCO Hong Kong Regional Arbitration Centre undertake not to disclose any facts or other information relating to the dispute or the proceedings to any third party without the permission of AALCO Hong Kong

Regional Arbitration Centre. Awards shall not be made public unless all parties agree.

Article 22 Written Submissions

1. The proceedings before the arbitral tribunal comprise written submissions and, in principle, an oral hearing. Upon receipt of the file and if necessary, the arbitral tribunal shall issue directions in connection with the written submissions. In general, there shall be one statement of claim, one response, and if circumstances so require, one reply and one second response.
2. Together with their written submissions, the parties shall produce all written evidence upon which they intend to rely. After the exchange of the written submissions, the parties shall not be authorised to produce further written evidence, except by mutual agreement, or if the arbitral tribunal permits, on the basis of exceptional circumstances.
3. In their written submissions, the parties shall list the name(s) of any witnesses, whom they intend to call, including a brief summary of their expected testimony, and the name(s) of any experts, stating their area of expertise, and shall state any other evidentiary measures they request. Any witness statements shall be filed

together with the parties' submissions, unless the presiding arbitrator determines otherwise.

4. If a counterclaim and/or jurisdictional objection is filed, the arbitral tribunal shall set a time limit for the claimant to file an answer to the counterclaim and/or jurisdictional objection.

Article 23 Hearing

1. If a hearing is to be held, the arbitral tribunal shall issue directions with respect to the hearing as soon as possible and fix the hearing date. As a general rule, there shall be one oral hearing during which the arbitral tribunal hears the parties, any witnesses and any experts, as well as the parties' final oral arguments, with the respondent being heard last.
2. The arbitral tribunal shall conduct the hearing and ensure that the statements made are concise and limited to the subject of the written presentations, to the extent that these presentations are relevant. Unless the parties agree otherwise, the hearings are not public. The hearing may be recorded. Any person heard by the arbitral tribunal may be assisted by an interpreter at the cost of the party that called such person.

3. The parties may only call witnesses and experts specified in their written submissions. Each party is responsible for the availability and costs of the witnesses and experts it has called.
4. The arbitral tribunal may decide to conduct a hearing by video-conference or to hear some parties, witnesses and experts via tele-conference or video-conference. With the agreement of the parties, it may also exempt a witness or expert from appearing at the hearing if the witness or expert has previously filed a statement.
5. The arbitral tribunal may limit or disallow the appearance of any witness or expert, or any part of their testimony, on the grounds of irrelevance.
6. Before hearing any witness, expert or interpreter, the arbitral tribunal shall solemnly invite such person to tell the truth, subject to the sanctions of perjury.
7. Once the hearing is closed, the parties shall not be authorised to produce further written pleadings, unless the arbitral tribunal so orders.
8. After consulting the parties, the arbitral tribunal may, if it deems itself to be sufficiently well informed, decide not to hold a hearing.

Article 24 Evidentiary Proceedings Ordered by the Arbitral Tribunal

1. A party may request the arbitral tribunal to order the other party to produce documents in its custody or under its control. The party seeking such production shall demonstrate that such documents are likely to exist and be relevant.
2. If it deems it appropriate to supplement the presentations of the parties, the arbitral tribunal may at any time order the production of additional documents or the examination of witnesses, appoint and hear experts, and take any other procedural step. The arbitral tribunal may order the parties to contribute to any additional costs related to the hearing of witnesses and experts.
3. The arbitral tribunal shall consult the parties with respect to the appointment and terms of reference of any expert. The expert shall be independent of the parties. Before appointing the expert, the arbitral tribunal shall invite them to immediately disclose any circumstances likely to affect their independence with respect to any of the parties.

Article 25 Expedited Procedure

With the consent of the parties, the arbitral tribunal may proceed in an expedited manner and issue appropriate directions accordingly.

Article 26 Default

1. If the claimant fails to submit its statement of claim in accordance with Article 22 of these Rules, the request for arbitration shall be deemed to have been withdrawn.
2. If the respondent fails to submit its response in accordance with Article 22 of these Rules, the arbitral tribunal may nevertheless proceed with the arbitration and deliver an award.
3. If any of the parties, or their witnesses have been duly summoned and fail to appear at the hearing, the arbitral tribunal may nevertheless proceed with the hearing and deliver an award.

Article 27 Law Applicable to the Merits

The arbitral tribunal shall determine the dispute according to the rules of law chosen by the parties or, in the absence of such a choice, according to Hong Kong law. The parties may authorise the arbitral tribunal to decide *ex aequo et bono*.

Article 28 Award

1. The award shall be made by a majority decision, or, in the absence of a majority, by the presiding arbitrator alone. The award shall be written, dated and signed. Unless the parties agree otherwise, it shall state the reasons. The sole signature of the presiding arbitrator or the signatures of the two co-arbitrators, if the presiding arbitrator does not sign, shall suffice.
2. The arbitral tribunal may decide to communicate the operative part of the award to the parties, prior to delivery of the reasons. The award shall be enforceable from such notification of the operative part by courier, facsimile and/or electronic mail.
3. Once the proceedings are declared closed, the arbitral tribunal shall inform AALCO Hong Kong Regional Arbitration Centre and the parties of the anticipated date by which an award will be communicated to the parties. The date of rendering the full award shall be no later than three months from the date when the arbitral tribunal declares the entire proceedings or the relevant phase of the proceedings closed, as applicable. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by AALCO Hong Kong Regional Arbitration Centre.
4. The award notified by AALCO Hong Kong Regional Arbitration Centre shall be final and binding upon the

parties, subject to recourse available in certain circumstances pursuant to Hong Kong Law.

5. An award may be made public with the consent of all parties or where and to the extent disclosure is required of a party by legal obligation, to protect or pursue a legal right or in relation to legal proceedings before a court or other competent authority.
6. The award shall be final and binding on the parties. The parties shall carry out the award without delay.

Article 29 Correction of award

Within five (5) calendar days after receipt of the award, a party, with notice to the other party, may request the arbitrator in writing to correct any error in computation, any clerical or typographical error, or any error or omission of a similar nature in the award. If the arbitrator considers that the request is justified, they shall make the correction, including a brief statement of reasons, within two (2) calendar days of receipt of the written request. The arbitrator may, within five (5) calendar days after communication of the award, make such corrections on their own initiative.

Article 30 Settlement

If a settlement is reached at any stage of the proceedings, the proceedings will automatically terminate.

V. Fees and Miscellaneous Provisions

Article 31 Allocation of Costs at the Arbitration Stage

The costs of the arbitration shall, in principle, be borne by the unsuccessful party or parties. However, AALCO Hong Kong Regional Arbitration Centre or the arbitrator(s) may apportion these costs between the parties in the award if it determines that such apportionment is reasonable, considering the circumstances of the case.

Article 32 Definition of Costs

The term “costs” includes only:

- (1) the fees of the mediator and arbitrator, as fixed by AALCO Hong Kong Regional Arbitration Centre;
- (2) the reasonable costs of expert advice and other assistance required by the arbitral tribunal during the arbitration stage;
- (3) legal and other costs incurred by the parties during the arbitration stage; and

(4) any fees and expenses of AALCO Hong Kong Regional Arbitration Centre.

Article 33 Fees

The applicable Schedule of Fees and Costs for sports-related mediation, arbitration and payment details are published from time to time at www.aalcohkrac.org.

Article 34 Exclusion of Liability

Save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against AALCO Hong Kong Regional Arbitration Centre, mediators and arbitrators based on any act or omission in connection with the proceedings under the Rules.

Article 35 Interpretation

The mediator and the arbitrator shall interpret and apply these Rules insofar as they relate to their duties and responsibilities, and the ultimate right of interpretation vests with AALCO Hong Kong Regional Arbitration Centre.

APPENDIX 1

Model Sports Industry Mediation and Arbitration Clause:

“Any disputes or differences arising out of or in connection with this contract(including any subsequent amendments to this contract) shall first be referred to mediation and, if mediation is unsuccessful, arbitration in accordance with Sports Industry Mediation and Arbitration Rules adopted by AALCO Hong Kong Regional Arbitration Centre (the Rules) in force at the time when the request for mediation is submitted.

If the mediation is terminated by the mediator or otherwise concluded without resolving the dispute or difference, such disputes or differences shall be referred to and resolved by arbitration in accordance with the Rules.

Any disputes about whether the mediation was duly attempted to fulfil the pre-arbitration requirement shall be treated as a matter of admissibility, and shall be finally determined by the arbitral tribunal.”



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