



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

Model Hybrid Mediation and Arbitration Clause for the AALCO-HKRAC Sports Industry Mediation and Arbitration Rules (2026)

This Model Clause is suggested for reference only. Independent legal advice should be sought where appropriate.

This Model Clause is intended for incorporation into contracts to govern the resolution of future potential sports disputes. It refers to the AALCO-HKRAC Sports Industry Mediation and Arbitration Rules (2026) (the “Rules”). It provides parties with a recommended mechanism for the resolution of sports-related disputes under the Rules, which incorporates mediation and, where parties so elect, arbitration as the next step.

Model Clause:

Mediation

“Any disputes or differences arising out of or in connection with this contract (including any subsequent amendments to this contract), shall be referred to mediation administered by the AALCO Hong Kong Regional Arbitration Centre (‘AALCO-HKRAC’) in accordance with the AALCO-HKRAC Sports Industry Mediation and Arbitration Rules (2026) (the ‘Rules’).”

Arbitration (optional inclusion – if arbitration is also intended)

“If the dispute is not settled through mediation within the period stipulated in Article 17 of the Rules (or any extension agreed in writing), the dispute shall be referred to and finally resolved by arbitration administered by AALCO-HKRAC in accordance with the Rules.”

Additional provisions (for arbitration)

- *The seat of arbitration shall be Hong Kong.*
- *The number of arbitrators shall be [one/three].*
- *The applicable law of the arbitration agreement and of the procedure for the arbitration conducted under the Rules shall be the laws of the Hong Kong SAR.*
- *The language of the proceedings shall be [English/Chinese].*
- *Any question as to whether the mediation requirement has been duly fulfilled shall be treated as a matter of admissibility and shall be finally determined by the arbitral tribunal.*