

# Guelph Soccer Dispute Resolution Policy

Effective Date: November 13, 2008.

Cancels:

Dated: November 13, 2008

Signature: Brent Barr

Position: President

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## Policy 1.0 - GENERAL

- 1.1 The purpose of this policy is to resolve disputes of a 'corporate' nature between and among Guelph Soccer and registrants using techniques of Alternate Dispute Resolution (ADR), thus avoiding the need to resort to litigation.
- 1.2 As a condition of membership of Guelph Soccer all members agree to abide by the provisions of this Policy.
- 1.3 As the purpose of this Policy is to promote alternatives to litigation, Guelph Soccer may refuse to hear a dispute, or discontinue hearing a dispute that has already commenced, if the party or parties engage in litigation, or send a lawyer's letter threatening litigation, that is either directly or indirectly related to the matter in dispute.
- 1.4 The implementation of this policy is the responsibility of the Club President and referred to as President in this policy. The President may appoint a Designate to handle administrative aspects of this Policy.
- 1.5 Guelph Soccer will establish a Dispute Resolution Officer, who will serve as mediator, arbitrator and adviser under this Policy.
- 1.6 In the event that Guelph Soccer is a party to a dispute under this Policy, then the President will refer all responsibility for implementation of this Policy to an external service provider.

## Policy 2.0 - MATTERS SUBJECT TO DISPUTE RESOLUTION

- 2.1 This Policy applies to disputes relating to the following matters:
  - The calling and holding of general meetings
  - The presentation and approval of financial statements
  - The nomination and election of Presidents and Officers
  - The removal of Presidents and Officers
  - The acceptance, rejection and removal of members
  - The calling and holding of Board meetings
  - Breaches of parliamentary procedure
  - Other matters of a similar corporate or governance nature

### Policy 3.0 - INITIATING THE DISPUTE PROCESS

- 3.1 A person involved in a dispute may initiate a claim under this policy by completing the prescribed form and submitting it to Guelph Soccer along with the prescribed fee (\$50.00).
- 3.2 Any such claim under this policy which is based on a decision, action, breach or other event, will be submitted within 30 days of that decision, action, breach or other event. Disputes which are not based on a specific decision, action, breach or other event can be submitted at any time.
- 3.3 Notwithstanding 3.2 above, the President will have sole discretion, in unusual circumstances, to waive the time limit of 30 days.
- 3.4 The President will receive the form and will determine, in his sole discretion, if the dispute is to be dealt with under this Policy or under another Guelph Soccer policy. In making this determination, the President may consult with a Dispute Resolution Officer.
- 3.5 Normally there will be two parties to a dispute: the party initiating the claim ('claimant') and the party responding to the claim ('respondent'). Additional entities or individuals wishing party status may make a request in writing to Guelph Soccer. The President, or Designate, will provide a copy of such request to the claimant and respondent and will solicit their input on the request. However, Guelph Soccer will retain the authority to identify additional parties to the dispute.
- 3.6 As a general rule, additional persons or entities will only be granted party status by Guelph Soccer if they are materially affected by the outcome of the dispute; if they can offer a perspective on the dispute that is not offered by the other parties; and if their contributions to the proceedings would be useful in achieving a resolution.
- 3.7 Where additional parties are identified, they will participate in the proceedings of this Policy only to the extent determined by Guelph Soccer.

### Policy 4.0 - MEDIATION

- 4.1 Upon receiving a claim, the President, or Designate, will contact the disputing parties to determine if they wish to use mediation to resolve their dispute. Where the disputing parties agree that mediation would be mutually beneficial, mediation will be pursued in accordance with standard mediation practice using the services Guelph Soccer's Dispute Resolution Officers who is appointed by the President.
- 4.2 The conduct of any such mediation will be confidential among the disputing parties and the mediator, and any resolution of the dispute achieved by the parties will be reflected in a written mediation agreement that will be endorsed by Guelph Soccer. The written mediation agreement will be binding on the parties and there will be no further appeal to Guelph Soccer, to the Canadian Soccer Association, to the Ontario Soccer Association, to any other entity, or to any Court.

#### Policy 5.0 - ARBITRATION

- 5.1 Where mediation is attempted and fails, or where the disputing parties determine at the outset that mediation would not be possible or beneficial, the dispute will proceed to arbitration.
- 5.2 Upon confirmation by the President, or Designate, that the dispute is proceeding to arbitration, the claimant will have 7 days to prepare a detailed written submission for the President, or Designate. This submission will be provided to the other party or parties, who will have a further 7 days to prepare a written response. The claimant will then have a further 7 days to prepare a written rebuttal to any responses submitted by the party or parties. The President, or Designate, will have the authority to modify these timelines where warranted, and will ensure that all parties receive this documentation in a timely fashion.
- 5.3 Arbitration will occur before a Panel appointed by the President. The Panel will be composed of 1 to 3 individuals from Guelph Soccer's Roster of Dispute Resolution Officers. The Panel members will have no involvement with the dispute and will be free from actual or perceived bias or conflict of interest. The Mediator involved with the dispute or any mediator previously involved with the case may not serve on the Panel.
- 5.4 The Panel will be provided with all the claimant's and respondent's written materials for review prior to scheduling the arbitration hearing.

#### Policy 6.0 - HEARING

- 6.1 Guelph Soccer will schedule the arbitration hearing at a time and place that is convenient to the parties and the Panel. The Panel will have full authority to determine the procedures to be followed at the hearing.
- 6.2 Where the parties or the Panel members are not in close proximity, the Panel may choose to conduct the hearing by telephone conference call.
- 6.3 Where the dispute is such that a hearing can be conducted by means of documentary submissions alone, the Panel may choose to conduct the hearing by such means.
- 6.4 The President, or Designate, will participate in the hearing and will assist the Panel in an administrative capacity.
- 6.5 The parties will be responsible for their own costs to prepare for and participate in the hearing. Guelph Soccer will be responsible for the costs of the Panel.
- 6.6 Should any party choose not to participate in the hearing, the hearing will proceed nonetheless.

## Policy 7.0 - DECISION

- 7.1 The Panel may determine such remedy or remedies as it deems appropriate for the matter in dispute.
- 7.2 The Panel's decision will be in writing, with reasons, and will be communicated to the parties within 7 days of the conclusion of the hearing. Where timelines are urgent, the Panel may issue a verbal decision or a summary written decision, provided a written decision with reasons is issued within 7 days.
- 7.3 In cases where the parties are able to determine their own remedy or remedies, with the assistance of the Panel, such remedies may be reflected in a settlement order endorsed by the Panel and having the same binding effect as if it had been the Panel's decision.
- 7.4 The Panel will remain seized of its decision and may be consulted by the parties or Guelph Soccer on interpretation or implementation of its decision.
- 7.5 The Panel's decision will be binding on the parties and on Guelph Soccer, and may only be appealed on procedural grounds. Such grounds are strictly limited to the Panel:
  - a) Making a decision for which it did not have authority or jurisdiction as set out in the policies of Guelph Soccer;
  - b) Failing to follow the procedures as set out in this Policy; or
  - c) Making a decision that was influenced by bias.

Appeals on procedural grounds will be made to the Canadian Soccer Association, in accordance with their policies for appeals. There will be no further appeal to any other entity or any court.