



**WHEELCHAIR  
BASKETBALL  
CANADA**

## **DISPUTE RESOLUTION POLICY**

### **Definitions**

1. The following terms have these meanings in this Policy:
  - a) “*Wheelchair Basketball Canada Member*”- All categories of membership within the Wheelchair Basketball Canada, as well as all individuals employed by or engaged in activities with the Wheelchair Basketball Canada, including but not limited to, directors, officers, organizers, National Team athletes, athletes, coaches, referees, officials, volunteers, directors, officers, managers, medical personnel, administrators, spectators, and employees.

### **Purpose**

2. Wheelchair Basketball Canada supports the principles of Alternate Dispute Resolution (ADR) and is committed to the techniques of negotiation, facilitation, mediation and arbitration as effective ways to resolve disputes with and among Wheelchair Basketball Canada Members, and to avoid the uncertainty, costs and other negative effects associated with litigation.
3. Wheelchair Basketball Canada encourages all Wheelchair Basketball Canada Members to communicate openly and to collaborate in using problem-solving and negotiation techniques to resolve their differences. In almost all cases a negotiated settlement is preferable to any outcome achieved through other dispute resolution techniques, and negotiated resolutions to disputes with and among Wheelchair Basketball Canada Members are strongly encouraged.

### **Application of this Policy**

4. This Policy applies to all Wheelchair Basketball Canada Members as defined in the Definitions.

### **Facilitation and Mediation**

5. Opportunities for facilitation and mediation may be pursued at any point in a dispute within Wheelchair Basketball Canada where it is appropriate and where the disputing parties agree that such a course of action would be mutually beneficial.
6. Where mediation is pursued, it will be done so in accordance with standard mediation practice using trained mediators who are acceptable to the parties, or alternatively, with the consent of the parties it may be pursued through the Sport Dispute Resolution Centre (SDRC).
7. Each party will be responsible for its own costs related to mediation, unless otherwise mutually agreed by the parties.

### **Appeals**

8. Appeals within Wheelchair Basketball Canada will be dealt with under the Wheelchair Basketball Canada Appeal Policy.

### **Arbitration**

9. In the event that a dispute persists after internal avenues of decision-making, negotiation, facilitation, mediation and/or appeals have been exhausted, the parties may pursue opportunities for arbitration.
10. Where arbitration is pursued, it will be done so in accordance with standard arbitration practice using trained arbitrators who are acceptable to the parties, or alternatively, it may be pursued through the Sport Dispute Resolution Centre of Canada (SDRCC).
11. Where arbitration is pursued through the SDRCC, it will be done so in accordance with the rules of arbitration prescribed by the SDRCC.
12. The parties involved in a dispute may also mutually agree to bypass internal avenues of dispute resolution, including appeals, and may directly pursue opportunities for arbitration.
13. Where a dispute is referred to arbitration, all parties to the original dispute will become parties to the arbitration.
14. The parties to arbitration will enter into a written Arbitration Agreement that will specify that the decision of the arbitrator will be final and binding upon the parties and not subject to any further review by any court or any other body.
15. The costs of arbitration will be decided by the Arbitrator.

### **No Legal Action**

16. No action, application for judicial review or other legal proceeding will be commenced against Wheelchair Basketball Canada respecting a dispute, unless the remedies afforded by this policy have not been offered or have been exhausted. In no case may a party pursue legal action against Wheelchair Basketball Canada in respect of arbitration, for which the parties have entered into a written Arbitration Agreement.