

REGULATIONS ON FOOTBALL ARBITRATION OF THE ASSOCIATION "BELARUS FOOTBALL FEDERATION"

The present Regulations establish the procedure for organizing the work of the Football Arbitration of the Association "Belarus Football Federation".

1. General provisions

1.1. The Association has the highest legal competence in matters falling within its jurisdiction in relation to its members, referees, as well as athletes, coaches, owners of football clubs and other employees who are in contractual relations or in other legal relations with football clubs - members of the Association or with the Association itself.

1.2. The Association is empowered to resolve any disagreements, disputes arising between the members of the Association, the above-mentioned persons, other legal entities and individuals, lying in the plane of football relations.

1.3. To carry out the aforementioned functions, the Association establishes Football Arbitration of the Association "Belarus Football Federation".

1.4. The activities of Football Arbitration are based on the following principles:

1.4.1. free disposition and adversarial nature of the proceedings between the parties (the parties are obliged to prove the circumstances to which they refer to substantiate their claims and objections);

1.4.2. independence and impartiality of the members of Football Arbitration in the performance of their duties;

1.4.3. equality of the parties;

1.4.4. confidentiality of the proceedings (the members of Football Arbitration are not entitled to disclose information that became known to them during the proceedings without the consent of the parties);

1.4.5. assisting the parties in reaching a conciliation agreement.

1.5. Members of the Association, other legal entities, as well as individuals playing football, and in addition, those involved in its organization, popularization and distribution, regardless of location, have the right to submit any dispute arising in the course of football management to Football Arbitration, and ask for a final decision on the dispute that has arisen or ask arbitration to resolve the dispute by conciliation agreement. The party is deprived of the right to appeal to Football Arbitration from the moment the decision of the state court or the final decision of the arbitral tribunal (Sports Arbitration Court under the Public Association «Belarusian Republican Union of Lawyers»), the FIFA Dispute Resolution Chamber, the FIFA Players' Status Committee or the Court of Arbitration for Sport (CAS) in a dispute between the same parties, on the same subject and on the same grounds comes into force.

1.6. When making a decision and imposing a sanction, Football Arbitration is guided by the current legislation of the Republic of Belarus, the Charters, norms, regulations of the ABFF, FIFA, UEFA, the current Regulations and the Disciplinary Regulations (Code) of the ABFF, the general principles and the general meaning of law, as well as the specificity of sports. When resolving issues not regulated by the agreement of the parties, the current Regulations or the legislation of the Republic of Belarus, the Arbitration shall consider the case in the way it considers appropriate, while observing equal treatment of the parties and providing each of them with the necessary opportunities to protect their interests.

1.7. The decisions of Football Arbitration are voluntarily enforced by the parties.

1.8. In case of non-execution of the decision of the Arbitration within the time limits established by it, the Arbitration has the right to notify all the members of the Association, the ABFF Executive Committee, the ABFF Conference, FIFA and UEFA (including through the media) and invite the members of the Association to refrain from cooperating with the violator of the decision of the Arbitration, and also to recommend to the ABFF Executive Committee to raise the issue of excluding the violator from the members of the Association “Belarus Football Federation”.

1.9. Proceedings in Football Arbitration are conducted in Belarusian and / or Russian. If a party (a representative of a party) does not know the language of the proceedings, then this party is obliged to provide an interpreter to participate in the proceedings.

2. Functions of Football Arbitration

2.1. The competence of Football Arbitration includes consideration of any disputes arising in the process of football management and its development, these disputes are resolved through arbitration proceedings.

2.2. Football Arbitration is competent in the following cases:

2.2.1. if the parties have agreed on a possible consideration of the dispute in Football Arbitration;

2.2.2. if the dispute is within the competence of Football Arbitration and the parties, upon the relevant request, have expressed their consent to the consideration of the dispute by this judicial body of the Association;

2.2.3. in cases of considering disputes related to violation of the requirements for the legal status of a football player (as a second instance);

2.2.4. in cases of appeal against the decision of the ABFF Licensing Committee (as a second instance);

2.2.5. in cases where the provisions of FIFA, UEFA or ABFF contain requirements for the consideration of such disputes in the course of arbitration;

2.2.6. to consider appeals against decisions of the Executive Committee, standing committees and temporary committees of the ABFF, if this does not contradict the powers of the Conference and the Association's Appeals Committee.

2.3. Football Arbitration independently considers the issue of whether or not it has competence to resolve a specific dispute. After deciding on the availability of competence to consider a specific dispute, Football Arbitration shall notify the parties about the time and place of the proceedings.

2.4. When deciding that Football Arbitration does not have competence to consider a specific dispute, the Arbitration issues a ruling to refuse to consider the dispute, copies of the ruling are sent to the parties. In this case, the claimant is returned his statement, the documents and other materials attached to it.

3. Composition and structure of Football Arbitration

3.1. Members of Football Arbitration are appointed and dismissed by the ABFF Conference. A member of the ABFF Executive Committee, ABFF Control and Audit Commission, as well as an external independent auditor can't be a member of Football Arbitration.

3.2. Football Arbitration consists of five persons, including: Chairman, Deputy Chairman. The head of the Association's legal department must take part in the meetings of Football Arbitration as the executive secretary. Football Arbitration is chaired by the Chairman.

3.3. The term of office of the Arbitration members is four years.

3.4. Football Arbitration is competent to make decisions if at least three of its members participate in the meeting.

3.5. Chairman of Football Arbitration:

- 3.5.1. carries out general management of the Arbitration activities;
- 3.5.2. makes a decision to hold a meeting of the Arbitration if it is necessary to consider the case urgently;
- 3.5.3. distributes duties among the members of Football Arbitration;
- 3.5.4. performs other functions in accordance with the decision of the Arbitration;
- 3.5.5. submits to the Arbitration for consideration the issues of exclusion of the Arbitration members, who have unreasonably missed the Arbitration meetings more than twice.

3.6. Members of Football Arbitration do not have the right to disclose the course of proceedings on the issues and the results of voting on adopted decisions. The decisions are kept in the Association and are free for review for all members of the Association.

3.7. The following have the exclusive right to comment on the decisions of the Arbitration:

- 3.7.1. Chairman;
- 3.7.2. Deputy Chairman;
- 3.7.3. members of Football Arbitration on behalf of the Chairman or Deputy Chairman.

4. Competence of Football Arbitration

4.1. Football Arbitration has the right to:

- 4.1.1. decide on cases and disputes within its competence;
- 4.1.2. review the required documentation;
- 4.1.3. request and receive all the information, documents and data necessary for considering cases and disputes and making decisions on them;
- 4.1.4. hold a hearing and make a decision in the absence of one of the parties;
- 4.1.5. involve additional materials and evidence;
- 4.1.6. hear explanations and appeals of the parties to the dispute;
- 4.1.7. make rulings on issues that require a decision in the course of the proceedings and don't affect the substance of the dispute.

5. Responsibilities of Football Arbitration

5.1. Football Arbitration is obliged to:

- 5.1.1. consider disputes and make decisions within its competence;
- 5.1.2. ensure the confidentiality of information obtained as a result of its activities.

6. Rights and obligations of Football Arbitration members

6.1. Members of Football Arbitration have the right to:

- 6.1.1. exercise the rights enshrined in the Charter, norms and regulations of the Association, as well as these Regulations;
- 6.1.2. withdraw from Football Arbitration at their own request.

6.2. Members of Football Arbitration are obliged to:

- 6.2.1. attend the meetings of the Arbitration, participate in the discussion of disputes under consideration and in making decisions on them;
- 6.2.2. notify the executive secretary about the impossibility to attend the meeting in advance, indicating the reason for absence;
- 6.2.3. send their opinion on the agenda items to the executive secretary of the Arbitration in written form (if necessary).

7. Parties to the dispute

7.1. Parties to the dispute are claimant and respondent. Furthermore, Football Arbitration has the right to involve third parties. Parties to the dispute are endowed with equal rights and

obligations, have equal opportunities to present their position in order to protect their rights and legitimate interests.

7.2. The party submitting documents and other materials not in the language of the proceedings must provide their duly certified translation into the Arbitration's language of the proceedings.

7.3. The parties are obliged to cooperate with the Arbitration to establish the circumstances of the dispute.

7.4. If the parties do not provide information and (or) evidence requested by Football Arbitration, Football Arbitration makes a decision on the basis of evidence in the case file, while the circumstances that should have been established on the basis of information and (or) evidence requested by Football Arbitration are considered established against the party who has evaded without good reason from their provision.

7.5. The postponement of Football Arbitration meeting is allowed only if there are good reasons and is carried out both on the own initiative of Football Arbitration and at the request of the party (parties) to the proceedings.

7.6. Failure of persons participating in the proceedings and notified of the time and place of consideration of the case to appear is not an obstacle to consideration of the case on the merits and adoption of a decision by Football Arbitration.

8. Operating procedure and procedural rules of Football Arbitration

8.1. The Arbitration location is the legal address of the Association. The procedural rules of Football Arbitration are determined by these Regulations.

8.2. The frequency of the Arbitration meetings is established based on the number of materials submitted for consideration, the Charter of the Association and these Regulations. Members of Football Arbitration, representatives of the parties, whose statements, appeals (complaints, claims) will be considered at the meeting, as well as persons involved on the initiative of the Arbitration, are notified of the place, date and time of the meeting.

8.3. The Arbitration members are independent and impartial in the performance of their duties and should not act as representatives of any of the parties. A person who is directly or indirectly interested in the outcome of the case can't be an arbitrator. A member of the Arbitration is obliged to report any such circumstances to colleagues immediately. Concealment of such information may serve as a basis for the revision of the Arbitration award.

8.4. Football Arbitration will take action to resolve the dispute as soon as possible. In a specific case, the proceedings must be completed within a period not exceeding 2 months from the date of contacting Football Arbitration. If necessary, the Arbitration has the right to extend the term for the proceedings.

8.5. Proceedings are initiated by filing a statement. The interested party sets out its requirements in the form of a statement containing the claimant's e-mail, a request (petition), a statement of facts, evidence and an opinion, which is sent to the Association together with a certificate of payment of the application fee. A copy of the application and documents attached to the application must be sent by claimant to respondent. Indication by a party to the proceedings in the documents sent to the address of Football Arbitration of its e-mail address means their consent to receive correspondence related to the proceedings to the indicated e-mail address. In the absence of contact details of the parties in the statement, all documents required to be sent to the parties of the dispute, in particular to football players and coaches, are sent by Football Arbitration to the clubs in which the indicated football players and coaches are currently registered. The documents are deemed to have been duly sent to the parties of the dispute 3 days after they were sent to the respective clubs.

8.6. The date of submission of the statement is the day when it was sent by e-mail, and in case that the application is sent by mail - the day when the postmark stamp of the place of departure was put.

8.7. The statement is subject to review by Football Arbitration within 30 working days from the date of its receipt. Football Arbitration, if necessary, has the right to reasonably extend the period for consideration of the statement up to 60 days. If it is established that the statement was submitted in violation of the rules established by these Regulations and the legislation of the Republic of Belarus, Football Arbitration may offer the claimant, within 7 days from the date of receipt of such an offer, to eliminate the deficiencies found. The statement remains motionless until the deficiencies are eliminated. If the indicated deficiencies are not eliminated, the statement is returned to the claimant. The return of the statement does not prevent the claimant from re-applying to Football Arbitration with a statement to the same respondent, on the same subject and on the same grounds after the elimination of the circumstances that served as the basis for its return. The date of consideration of the statement is determined by the Chairman of the Arbitration, and in the absence of the Chairman - by his Deputy.

8.8. The respondent has the right to submit a written response to the statement, setting out in it his/her explanations on the merits of the claim against him/her and objections to the statement. The response of the respondent must be sent to the claimant and the members of Football Arbitration within 7 days from the date of receipt by the respondent of the claimant's statement. Failure by the respondent to provide a written response to the statement can't be considered as acknowledgment of the statement and does not preclude the resolution of the dispute in Football Arbitration.

8.9. The parties are notified of the time and place of the meeting on the dispute by summons, which must be sent by e-mail at least 10 days before the date of the meeting. Statements, explanations of claims, summons, decisions of Football Arbitration are sent by e-mail. Communication with the parties of the dispute can also be carried out by sending facsimile messages or using recorded delivery. Documents forwarded by the Arbitration are deemed to have been delivered even if the addressee refused to accept them or did not receive them, despite the notification of the post office.

8.10. Legal entities and individuals independently bear the costs associated with protecting their interests in the Arbitration. Those who applied with the statement are obliged to bear the costs associated with its consideration.

An appeal fee is transferred to the ABFF settlement account in the amount of:

8.10.1. 100 base units for legal entities filing an appeal

8.10.2. 50 base units for individuals

8.10.3. 30 base units for legal entities appealing the decision of the ABFF Licensing Committee
Submission of the statement suspends the execution of the contested decision of the Association body. If the statement is withdrawn before its consideration, the appeal fee will not be returned to the claimant.

8.11. Dispute resolution in Arbitration is carried out on the basis of equality of the parties. In the course of the proceedings the parties have the right to freely dispose of their rights, they can abandon the statement, recognize the claim, conclude a conciliation agreement, change the basis and / or the subject of the dispute.

8.12. The parties may litigate in the Arbitration directly or through duly authorized representatives appointed by the parties at their own discretion. To represent the interests of a party, a representative must present a notarized power of attorney, unless, according to the Charter of the relevant organization, the representative is authorized to act on behalf of the relevant organization without a power of attorney.

8.13. Persons who are not involved in the process may be present at the meeting with the permission of the Arbitration and with the consent of the parties.

8.14. Football Arbitration in every possible way promotes the development of a solution to the dispute by concluding a conciliation agreement, excluding, however, the possibility of violation by this agreement of the rights and interests of other persons protected by law.

8.15. If there are no instructions on any procedural issue, then the Arbitration can act at its own discretion, in compliance with the legislation of the Republic of Belarus.

8.16. Discussion of the dispute by the Arbitration members is closed.

8.17. Meetings of Football Arbitration are held in person, except for the cases when, by the decision of the Chairman of Football Arbitration, they can be held by means of a face-to-face remote session using appropriate technical means of communication.

9. Decision of Football Arbitration

9.1. The decision of Football Arbitration is taken by a majority vote of the members present at the meeting. In case of equality of votes, the vote of the Chairman is decisive.

9.2. In the event of an unsubstantiated statement or misconduct, the Arbitration may impose a fine on the guilty party in the amount of up to 1.000 minimum base values.

9.3. The decision of Football Arbitration is announced verbally and subsequently sent by e-mail to the parties within 5 working days. The decision comes into force from the moment of its announcement.

9.4. The decisions of Football Arbitration are final and not subject to appeal. In exceptional cases, the decision of Football Arbitration can be revised by Football Arbitration in connection with newly discovered circumstances on proposal of the ABFF Executive Committee.

9.5. The decisions of Football Arbitration may be published on the official website of the ABFF.