

T.J.U. NO. III/39 OF 9 OCTOBER 2021

ZM.U. NO. XIII/179 OF 15 DECEMBER 2022

Resolution No. III/39 of 9 October 2021 of the Management Board of the Polish Football Association (PZPN) on adopting the Regulations of the PZPN Football Court of Arbitration

Pursuant to Art. 36 § 1 (9) in connection with Art. 52 § 1 of the Statute of the Polish Football Association, the following is hereby resolved:

The Regulations of the Football Court of Arbitration of the Polish Football Association are hereby adopted as follows:

REGULATIONS OF THE PZPN FOOTBALL COURT OF ARBITRATION

Part I - ORGANISATION AND JURISDICTION.

1. GENERAL PROVISIONS.

§ 1

1. To facilitate the settlement of property or non-property disputes that may be subject to settlement, arising in connection with the practice of football in Poland, the "Football Court of Arbitration" is established.
2. The "Football Court of Arbitration", hereinafter referred to as the "Court of Arbitration", is a permanent arbitration court operating within the PZPN.

§ 2

The Court of Arbitration acts on the basis of Art. 1154 - 1217 of the Act of 17 November 1964 – Code of Civil Procedure (Dz. U. /Journal of Laws/ No. 43, item 296, as amended), ensuring the full independence and impartiality of the arbitrators and the course of an equivalent procedure while maintaining, in particular, the right to hear the parties, the right of defence, the ability to submit any statements and evidence, and the right of the parties to be assisted by a professional attorney.

§ 3

1. The seat of the Court of Arbitration is the capital city of Warsaw.
2. The place of proceedings, including hearings and adjudications, is the seat of the Polish Football Association in Warsaw.
3. For important reasons, the Chairman of the Court of Arbitration or the Chairman of the Adjudicating Panel may designate another venue for hearing and adjudication. This should be done in the form of an order, which shall be drawn up together with a justification.
4. The Adjudicating Panel may also order certain procedural steps to be taken elsewhere than at the place of hearing.
5. The Court of Arbitration uses a seal with its name and seat.
6. The Management Board of PZPN adopts the Regulations of Costs of the Football Court of Arbitration and the Regulations of Arbitrators' Fees.

2. JURISDICTION OF THE FOOTBALL COURT OF ARBITRATION.

§ 4

1. The Court of Arbitration is appointed to hear any property disputes or disputes over non-property rights which may be subject to amicable settlement, including those relating to the contractual stability of players, as well as complaints against the final decisions of the PZPN Appeals Committee for PZPN Club Licences concerning a refusal to grant a licence, suspension of a licence, or termination of a licence – arising from the practice, organisation, promotion and development of football, the settlement of which in arbitration proceedings is provided for in the statutes or regulations of FIFA, UEFA and PZPN.

2. The players and football clubs operating in the professional football sector may bring before the Court of Arbitration separate property claims, claims for the conclusion, determination of the existence, validity, performance and termination of a professional football player's contract, other non-financial claims relating to the assurance of contractual stability and the solidarity mechanism. These

disputes shall be settled by a procedure guaranteeing the parties the selection of arbitrators representing football communities and clubs, **subject to cases where a single arbitrator is competent.**

3. The Court of Arbitration shall have jurisdiction in particular in cases concerning:

- a) civil law property regimes between players, clubs, sports associations and other sporting organisations as well as natural persons, including those derived from membership, licensing and other relationships relating to the qualification of entities to compete in football,
- b) the determination of the compensation for the training or promotion of a player in connection with a change of club membership (definitive or temporary),
- c) disputes concerning the conclusion, determination of the existence, validity, performance or termination of professional or amateur football players' contracts,
- d) sponsorship, management and transaction brokerage contracts in football,
- e) agreements between football event organisers and their partners specialising in the sale of television, advertising and promotional rights,
- f) any other contract concluded and performed in connection with the organisation and conduct of football competitions,
- g) agreements with technical sponsors in connection with the practice of football,
- h) contracts for specific works, orders or services under Art. 750 of the Civil Code concluded with football coaches and instructors as well as other sports entities, including coaches running their own businesses,
- i) insurance in football,
- j) request to determine the existence or non-existence of a legal relationship or right.

4. Members of PZPN, players, coaches and transaction intermediaries shall include compromissory clauses in civil law contracts providing for the sole jurisdiction of the PZPN Football Court of Arbitration in disputes concerning the organisation, promotion and practice of football.

5. The provision of sec. 4 shall apply mutatis mutandis to a compromise made after a dispute has arisen.

§ 5

1. Subject to the jurisdiction provided for in Art. 4 sec. 1 for licence disputes, the Court of Arbitration shall not be entitled to review the decisions of sports organisations taken in disciplinary and intra-organisational proceedings, as provided for by association or club regulations.
2. Complaints against the final decisions of the PZPN Appeals Committee for Club Licensing concerning a refusal to grant a licence, suspension of a licence, or termination of a licence may be lodged with the Court of Arbitration within a period no longer than 7 days from receipt of the final decision of the above-mentioned Committee by the applicant.
3. Complaints referred to in sec. 2 shall be considered and resolved by the Court of Arbitration within no more than 7 days from the date of the complaint.

§ 6

Sports clubs and associations, natural persons practising football or engaging in its organisation or promotion, economic operators professionally involved in football matters and any other legal persons governed by private or public law may submit to the Court of Arbitration any property or non-property dispute, subject to amicable settlement, relating to the organisation or practice of football or request a consultative opinion on it.

§ 7

1. The Court of Arbitration performs its basic function by issuing arbitral decisions in property and non-property cases which can be settled, submitted to it for consideration on the basis of an arbitration clause (arbitration agreement). Irrespective of the above, it may consider complaints against the final decisions in licence disputes referred to in Art. 4 sec. 1 of these Regulations.

2. An arbitration clause - in the form of a compromise - covering labour law disputes may be made only after the dispute has arisen and requires written form.
3. The compromise placing a dispute under the jurisdiction of the Court of Arbitration should indicate the subject matter of an existing dispute to be resolved, the parties, their place of residence (seat) and addresses for correspondence. It may also include the names of designated arbitrators as well as deadlines for the exchange of letters and submission of documents to the Court of Arbitration.

§ 8

Irrespective of the performance of the functions specified in the preceding article, the Court of Arbitration may provide assistance to the parties by appointing substitute arbitrators and by taking up organisational and consultative activities, in the cases referred to in Art. 4, 6 and 7 of these Regulations, following the rules of arbitration proceedings as well as taking into account the specificity of football as a sport.

§ 9

1. The Court of Arbitration is competent to resolve property and non-property disputes mentioned in Art. 4, 6 and 7 of these Regulations if:
 - k) the parties have made an arbitration clause,
 - l) the defendant, to whom a copy of the claim together with a request for the Court of Arbitration to settle the dispute was served, gave their consent in a pleading sent to the Court or orally to the record of the hearing,
 - m) the jurisdiction of the Court is based on the compromissory clauses contained in the PZPN, FIFA or UEFA regulations.
2. The requirement concerning the form of the arbitration clause is also fulfilled if the clause was made in the letters or statements exchanged between the parties or made by means of distance communication making it possible to record their content. The reference in a contract to a document containing a decision to submit a dispute to the Court of Arbitration satisfies the requirements concerning the form of the arbitration clause if the contract is made in writing, and this reference makes the clause a part of the contract.
3. If the parties have agreed in the arbitration clause that the dispute will be resolved in accordance with the Regulations of the Court or have indicated the Court of Arbitration, it shall be deemed, in the absence of any other reservation to the contrary, that the Adjudicating Panel is competent to make a ruling in the dispute in proceedings pending under the Regulations and administered by the Court of Arbitration.

§ 10

1. The Adjudicating Panel may decide on its jurisdiction, including the existence, validity or effectiveness of an arbitration clause. The invalidity or expiry of the basic contract in which the arbitration clause was concluded shall not in itself mean the invalidity or expiry of the arbitration clause.
2. The plea of lack of jurisdiction of the Court of Arbitration may be raised no later than in response to a claim or at any other time specified by the parties, unless a party was not aware of and could not, with the exercise of due diligence, know the basis of such a plea or its basis arose only after that time limit had expired. In either case, the Adjudicating Panel may consider a plea raised after the time limit if it considers the delay to be excusable. The appointment of an arbitrator by a party or the party's participation in the appointment of an arbitrator shall not deprive it of its right to raise such a plea. The plea that the opposing party's request in the course of the proceedings goes beyond the scope of the arbitration clause should be raised immediately after such a request is made. The Adjudicating Panel may consider a plea raised after that time limit if it considers the delay to be excusable.
3. In the event of lack of jurisdiction of the Court of Arbitration, the claim shall be rejected at a hearing or in a closed session.

3. ORGANISATION OF THE COURT OF ARBITRATION.

§ 11

1. The Football Court of Arbitration shall be composed of 32 arbitrators appointed and dismissed by the Management Board of PZPN.
2. The Management Board of the PZPN appoints a Chairman, a Vice-Chairman, a Secretary and 2 members of the Presidium of the Court, one proposed by the league club community and the other by the league football community, followed by 9 arbitrators each proposed by the league club community, the league football community and the Chairman of the Court. The Association's website and the list referred to in § 22 sec. 7 shall state on whose recommendation individual arbitrators have been appointed.
3. Nine arbitrators recommended by the league club community shall be determined as follows:
 - a) Ekstraklasa clubs, represented by Ekstraklasa Spółka Akcyjna, recommend - 5 candidates,
 - b) I liga clubs, represented by the First Football Division association, recommend - 3 candidates,
 - c) II liga clubs, represented by the Second Football Division Association, recommend - 1 candidate.
4. Nine arbitrators recommended by the league player community are proposed by the Polish Football Association.
5. The term of office of the Football Court of Arbitration is 4 years and it is equal to the term of office of the Management Board of PZPN, subject to the provision that the entities proposing candidates for arbitrators referred to in sec. 2, 3 and 4 of this Article may submit a statement on the withdrawal of recommendation for the candidate proposed by them along with a request for the dismissal of this candidate to the Management Board of PZPN.

If the recommendation is withdrawn, the arbitrator whose recommendation has been withdrawn shall be dismissed immediately. Until a new arbitrator is elected, the Court of Arbitration shall operate with a reduced number of members. Upon the withdrawal of the recommendation, another candidate for an arbitrator shall be nominated for the vacant seat. An arbitrator appointed under the above procedure shall perform their duties until the end of the term of office of the arbitrator in whose place they were appointed.

6. Arbitrators of the Football Court of Arbitration may be reappointed for further terms.
7. A state court judge may not be a member of the Football Court of Arbitration. The above does not apply to retired judges.
8. The expiry of the term of office of the Football Court of Arbitration shall not result in the expiry of the appointment of an arbitrator to consider and resolve pending cases. If an arbitrator is not appointed for another term of office, they participate in the consideration and resolution of cases previously considered with their participation, until a judgment or order to discontinue the proceedings or any other decision terminating the proceedings in the case is issued. The dismissal of an arbitrator, in particular as a result of the withdrawal of recommendation, shall result in the expiry of the appointment of the arbitrator to consider and resolve pending cases. In such a case, proceedings in a given instance shall be conducted from the beginning.
9. The Court of Arbitration and the Adjudicating Panel shall perform activities related to the arbitration proceedings with due diligence, they should prevent the unnecessary prolongation of the proceedings and strive to ensure that the case is resolved at the first hearing, if possible without prejudice to the clarification of the case, and that the decision issued is effective and enforceable.
10. The arbitrators, together with the Court of Arbitration and PZPN as well as their employees, shall not be liable for damage resulting from acts or omissions related to the conduct of arbitration proceedings unless the damage was caused intentionally.

§ 12

1. Any natural person having legal capacity may act as an arbitrator.
2. Only a person entered on the list of members may be an arbitrator of the Court of Arbitration.
3. The arbitrator shall be independent; they shall not represent any of the parties. They shall exercise the function entrusted to them in an impartial manner to the best of their knowledge and conscience. They shall keep the course of deliberations and voting secret.
4. An arbitrator may not accept the function if there may be any reasonable doubt as to their impartiality or independence in a given case.
5. An arbitrator of the Court of Arbitration may not act as an attorney before the Court.

§ 13

Before taking up their duties, the members of the Court of Arbitration shall individually sign the following declaration:

"I SOLEMNLY DECLARE THAT I WILL PERFORM THE FUNCTION OF AN ARBITRATOR PROPERLY AND DILIGENTLY, WITH THE UTMOST CARE AND WITH THE BEST OF MY KNOWLEDGE, THAT I WILL KEEP THE COURSE OF DELIBERATIONS AND VOTING SECRET, AND THAT I WILL ACT WITH FULL OBJECTIVITY AND INDEPENDENCE."

§ 14

1. In the event of resignation, failure to fulfil the duties of a member of the Court of Arbitration or a gross violation of the duties of an arbitrator, the Management Board of PZPN may, at the request of the Presidium of the Court, dismiss a given arbitrator and appoint another person in their place. The provisions of Art. 11 sec. 2, 3, 4, 5 and 8 of the Regulations shall apply accordingly.
2. In the event of an arbitrator's death or loss of legal capacity, the Management Board of PZPN appoints a new arbitrator.
3. An arbitrator appointed under the above procedure shall perform their duties until the end of the term of office of the arbitrator in whose place they were appointed.

Article 15

1. The current activities of the Football Court of Arbitration are managed by its Presidium, consisting of the Chairman, Vice-Chairman, Secretary (appointed and dismissed at the request of the President of PZPN) and 2 members appointed and dismissed by the Management Board of PZPN - one proposed by the league club community and the other by the league player community.
2. In the event of termination of membership in the Presidium of the Chairman, Vice-Chairman or Secretary, the Management Board of PZPN elects a new person for a given function, at the request of the President of PZPN.
3. In the event of termination of membership of the remaining members of the Presidium, the Management Board of PZPN appoints a new member of the Presidium at the request of the Chairman of the Court. Art. 11 sec. 2 sentence 1 shall apply accordingly.

Article 16

Only an arbitrator who has higher legal education, knowledge and practice in sports activities and at the same time is or has been practising as an advocate, legal adviser, notary or prosecutor, or has previously practised as a judge, may become the Chairman, Vice-Chairman and Secretary of the Court or the Chairman of the Adjudicating Panel.

Article 17

The tasks of the Presidium of the Court include in particular:

1. resolving doubts related to the content of these Regulations at the request of the Chairman or Secretary,
2. applying to the Management Board of PZPN for the interpretation referred to in Art. 121 of the Regulations,
3. taking an initiative to pass resolutions on regulations applicable to the adjudication of cases within the jurisdiction of the Court,
4. issuing opinions of a legal and consultative nature relating to the practice of football,
5. overseeing the caseload of arbitrators serving as chief arbitrators, arbitrators appointed by the parties, and arbitrators drawn in the situations described in Art. 23 sec. 1 and 2, as well as the caseload of arbitrators in cases resolved by one arbitrator,
6. determining the rules of drawing referred to in Art. 23,
7. creating ethical rules of conduct for arbitrators,

8. seeking to ensure equal treatment of all parties (equal treatment requires that identical issues are always considered by Adjudicating Panels in the same manner in relation to each of the parties),
9. carrying out other duties assigned to the Presidium of the Court in these Regulations.

Article 18

Unless otherwise provided for in these Regulations, resolutions of the Presidium of the Court of Arbitration shall be valid and effective only if they have been adopted by an absolute majority of votes, with at least 3 members present at the Presidium meeting.

Article 19

1. The Chairman of the Court shall manage its work, represent it before third parties and provide information on the activities of the Court to the Management Board of PZPN.
2. The powers of the Chairman of the Court of Arbitration include in particular:
 1. deciding on the legitimacy of the request to exclude an arbitrator submitted by a party or an arbitrator (Art. 27, Art. 30),
 2. overseeing the drawing of arbitrators or a chief arbitrator in cases provided for in these Regulations, and monitoring the prompt and proper documentation of the drawing and its outcome in the case file,
 3. ensuring an even caseload of the office of:
 - a) arbitrators appointed by the parties,
 - b) arbitrators serving as an chief arbitrators,
 - c) arbitrators drawn in the situations described in Art. 23 sec. 1 and 2 of these Regulations,
 - d) arbitrators in cases resolved by one arbitrator,
 4. monitoring the current legal status of resolutions of the Management Board of PZPN on the basis of which Adjudicating Panels work,
 5. conducting conciliation proceedings or authorising the Secretary or another member of the Presidium of the Court to do so,
 6. carrying out other duties assigned to the Chairman of the Court in these Regulations.
3. If the Chairman of the Court of Arbitration is elected a member of the Adjudicating Panel, their powers to take action with respect to the cases in which they were appointed a member of the Adjudicating Panel shall be transferred to the Vice-Chairman of the Court of Arbitration.
4. In the absence of the Chairman, their duties shall be performed by the Vice-Chairman.

Article 20

1. The day-to-day administration of the Court of Arbitration is carried out by the Secretary with the assistance of the Department of Jurisdictional Authorities.
2. The task of the Secretary of the Arbitration Court is to undertake all actions necessary to ensure the proper conduct of each arbitration proceeding, in accordance with these Regulations, without prejudice to the powers vested in the Chairman of Adjudicating Panels.
3. The powers of the Secretary of the Court of Arbitration include, in particular:
 - a) carrying out formal reviews of the letters sent to the Court and issuing appropriate orders to that effect without delay,
 - b) archiving and preserving the files of completed cases, digitising them in such a form that they can be made available to the Members of the Adjudicating Panel in the course of the case,
 - c) ongoing monitoring of the correctness of the maintenance of the Case Repertory by the Department of Jurisdictional Authorities, and in the event of any inaccuracies, errors, etc., making corrections without delay on the basis of the case file and in agreement with the Department of Jurisdictional Authorities (a model for the maintenance of the Court Repertory is annexed to these Regulations);
 - d) monitoring the proper circulation of documents between the Department of Jurisdictional Authorities and the Adjudicating Panel and other arbitrators,
 - e) carrying out other duties assigned to the Secretary of the Court in these Regulations.

Article 21

The Department of Jurisdictional Authorities shall perform functions related to the current activities of the Court of Arbitration, in particular:

- a) it maintains and announces a list of members of the Court,
- b) it oversees the provision of case files, copies of such files to parties to the proceedings and other arbitrators,
- c) it corresponds with the parties,
- d) it checks the authenticity of the letters received and, if necessary, requests new documents,
- e) it secures the technical side of the proceedings pending before the Court of Arbitration,
- f) it serves letters and arbitration awards,
- g) it archives and safeguards the files of closed cases,
- h) it checks the proper circulation of documents between Adjudicating Panels and other arbitrators,
- i) it maintains a list of offices of each arbitrator, indicating the number of cases and the caseload of each arbitrator based on the function they hold: arbitrator, deputy arbitrator, or chief arbitrator,
- j) it performs all activities connected with the preparation of individual cases for examination together with the Chairman and the Secretary of the Court,
- k) it sets the dates of hearings in consultation with the Secretary of the Court and Chairman of the Adjudicating Panel and notifies the parties to and participants in the proceedings of such dates,
- l) it is responsible for the day-to-day preparation of minutes of individual hearings and the execution of the orders of Adjudicating Panels,
- m) it is responsible for the proper maintenance of files of given proceedings and repertories,
- n) it is responsible for the proper electronic circulation of documents in a particular case between the party and the Adjudicating Panel, as well as other arbitrators,
- o) it is responsible for updating the repertory immediately after each action taken in the case, in particular actions such as the formation of the panel, filing of pleadings by the parties, setting of dates of hearings, adjournment of a hearing and the reasons for it, issuance of a decision, etc., and in the event of finding any inaccuracies, errors, etc., for making corrections immediately on the basis of the case file (the model repertory of the Court is annexed to these Regulations),
- p) it performs other functions commissioned by the Presidium, Chairman or Secretary of the Court.

4. ADJUDICATING PANELS.

Article 22

1. Subject to sec. 2 and 3, the consideration and resolution of disputes subjected to the jurisdiction of the Court of Arbitration shall lie with three-member Adjudicating Panels, appointed in accordance with these Regulations.
2. Disputes shall be resolved by one arbitrator if:
 - a) the value of the subject matter of the dispute does not exceed PLN **75,000**,
 - b) it was decided so by the Presidium of the Court at a reasonable request of a party to which the other party did not oppose within the specified period not exceeding 7 days,
 - c) the case concerns the determination of the amount of the training compensation, regardless of the value of the subject matter of the dispute.
3. **Requests for reconsideration and appeals against final decisions of the Appeals Committee for Cub Licensing in cases related to the granting, suspension or revocation of a licence** shall be considered by a 5-member Adjudicating Panel, with each party appointing two arbitrators, who shall elect the Chairman of the Adjudicating Panel (Chief Arbitrator) from among the Chairman, Vice-Chairman and Secretary of the Court or arbitrators elected at the request of the Chairman of the Court, subject to the provisions of Art. 23 sec. 3 of these Regulations. Minutes of the election of the Chief Arbitrator shall be drawn up and signed by the Adjudicating Panel, the Secretary of the Court and, in the absence of the Secretary, by the Chairman of the Court, and it shall immediately be included in the case file.

4. In cases complicated in fact and in law, the Presidium of the Court may decide for the case referred to in sec. 2 point 1 to be considered by a three-member Adjudicating Panel.
5. If the dispute is to be resolved by an Adjudicating Panel consisting of three arbitrators, the panel shall be constituted in such a way that each party designates one arbitrator and, in the event of an impediment, one substitute arbitrator, and the arbitrators so selected, excluding the substitute arbitrators, shall elect the Chairman of the Adjudicating Panel (Chief Arbitrator) from among the Chairman, Vice-Chairman and Secretary of the Court or arbitrators selected at the request of the Chairman of the Court, subject to the provisions of Art. 23 sec. 3 of these Regulations. Minutes of the election of the Chief Arbitrator shall be drawn up and signed by the Secretary of the Court and, in the absence of the Secretary, by the Chairman of the Court, and it shall immediately be included in the case file.
6. The three-member Adjudicating Panels resolving cases under Art. 4 sec. 2 shall be formed in such a way that each party shall appoint one arbitrator recommended by the league club community and league player community, and the arbitrators thus appointed shall elect the Chairman of the Adjudicating Panel (Chief Arbitrator) from among the Chairman, Vice-Chairman and Secretary of the Court or the arbitrators elected at the request of the Chairman of the Court, subject to the provisions of Art. 23 sec. 3 of these Regulations.
7. In the situations referred to in sec. 3, 5 and 6, the Secretary of the Court shall send the parties a list of arbitrators and shall invite each of them to appoint one arbitrator, as well as a substitute arbitrator, and two arbitrators in cases referred to in sec. 3, within the specified time limit, which shall be shorter than 5 days.
8. If the parties fail to appoint a substitute arbitrator, such an arbitrator shall be appointed by a draw from the list of arbitrators, and in cases referred to in Art. 4 sec. 2, arbitrators recommended in the same way as the arbitrator whom the substitute arbitrator is to replace.
9. In cases referred to sec. 2 above, the single-member Adjudicating Panel shall be formed in such a way that **all arbitrators shall participate** in the draw, taking into account their current workload in this type of cases (heard by a single arbitrator) as of the date of the draw, so that the workload of the arbitrators after the draw shall be at a comparable level. In a situation where the workload of some of the arbitrators to be included in the draw differs from that of the remaining arbitrators, such arbitrators shall be excluded from the draw until their workload equals the average number of such cases led by the remaining arbitrators. Minutes of the draw of the arbitrator shall be drawn up and signed by the Secretary of the Court and, in the absence of the Secretary, by the Chairman of the Court, and it shall immediately be included in the case file.
10. If a party has appointed an arbitrator whose office has more cases to resolve compared to the offices of other arbitrators, and deviates to such an extent that there is a reasonable fear that the case may be resolved in violation of the provisions of Art. 11 sec. 9 and Art. 61 sec. 3 of these Regulations, the Secretary of Court shall notify this party, giving it a 5-day period to consider changing the arbitrator. In the event of the ineffective expiry of the time limit, the provisions of Art. 23 of these Regulations shall apply accordingly.
11. By accepting the function, an arbitrator undertakes to perform it in accordance with the Regulations.

Article 23

1. If any of the parties refuses to appoint an arbitrator or fails to appoint an arbitrator within the time limit set by the Court of Arbitration, then such an arbitrator shall be drawn from the list of arbitrators, and in cases referred to in Art. 4 sec. 2 - from among the arbitrators of the identical recommendation from which the party originated, taking into account the workload of each arbitrator, so that their workload after the draw is at a comparable level. In a situation where the workload of some of the arbitrators to be included in the draw differs from that of the remaining arbitrators, such arbitrators shall be excluded from the draw until their workload equals the average number of cases of the remaining arbitrators, and in cases referred to in art. 4 sec. 2, based on the given recommendation.
2. The Presidium of the Court may appoint an arbitrator on behalf of a party by way of a draw at the request of that party submitted to the Court of Arbitration before the expiry of the time limit set for a party to appoint an arbitrator.

3. If the arbitrators appointed by the parties cannot reach an agreement on the election of the chief arbitrator within 5 days, the chief arbitrator shall be drawn from among the Chairman, Vice-Chairman, Secretary or arbitrators recommended by the Chairman of the Court.

3a. Requests for reconsideration of a case decided by a single arbitrator shall be heard by a three-member Adjudicating Panel, with each party appointing one arbitrator, who shall select the Chairman of the Adjudicating Panel (Chief Arbitrator) from among the Chairman, Vice-Chairman and Secretary of the Court or arbitrators selected at the request of the Chairman of the Court, subject to the provisions of Art. 23 sec. 3 of these Regulations. Minutes of the election of the Chief Arbitrator shall be drawn up and signed by the Adjudicating Panel, the Secretary of the Court and, in the absence of the Secretary, by the Chairman of the Court, and it shall immediately be included in the case file.

4. Whenever the appointment of an arbitrator to replace a party, arbitrator, substitute arbitrator or chief arbitrator is to be made by way of a draw, the Court arbitrators shall participate therein, and in cases referred to in Art. 4 sec. 2 – arbitrators of the identical recommendation to which the draw relates; when appointing a chief arbitrator by way of a draw, arbitrators from the list of Court members shall participate; when appointing a chief arbitrator by way of a draw in cases referred to in Art. 4 sec. 2, only the following persons shall take part in such a draw: Chairman, Vice-Chairman, Secretary or arbitrators recommended by the Chairman of the Court, taking into account their current workload as of the date of the draw, so that the workload of arbitrators and chief arbitrators after the draw is at a comparable level. In a situation where the workload of some of the arbitrators to be included in the draw differs from that of the remaining arbitrators, such arbitrators shall be excluded from the draw until their workload equals the average number of cases of the remaining arbitrators from a given recommendation.

5. The draw shall be conducted by a staff member of the Department of Jurisdictional Authorities in the presence of the Chairman of the Court, Vice-Chairman of the Court, or the Secretary of the Court. Minutes of the draw procedure shall be drawn up and shall be signed by the Chairman of the Court, Vice-Chairman of the Court, or the Secretary of the Court and immediately included in the case file. The minutes shall include: the case file reference number, date of the draw, persons present at the draw, reason for the draw (by indicating its legal basis), arbitrators participating in the draw with the indication of the origin of recommendation and their current workload, arbitrators excluded from the draw with the indication of reasons for such exclusion, origin of recommendation and their current workload, and the result of the draw.

6. In particularly justified cases, the Presidium of the Court may, by way of a resolution, waive the draw procedure for an arbitrator, substitute arbitrator or chief arbitrator provided for in this article.

7. A resolution of the Presidium of the Court issued under the conditions described in sec. 6 requires a statement of reasons and shall be included in the case file as soon as it is passed, with a copy to be served on the parties to the proceedings. No appeal shall be permitted against a resolution so adopted.

Article 24

1. If an arbitrator is unable to perform his or her duties, or if the arbitration proceeding is substantially delayed for this reason, then the Presidium of the Court, acting ex officio or at the request of the parties, may order the appointment of a substitute arbitrator to replace the current arbitrator after the given arbitrator has submitted an explanation within 3 days from the day on which he or she was required to do so. Explanations or a note confirming that they have not been submitted shall be included in the case file.

2. In the event of a refusal to accept the position of arbitrator or in the event of the existence of the grounds referred to in Art. 26 sec. 2 of these Regulations, the person designated to serve shall promptly notify the President or the Clerk of the Court, in writing, through the Division of Jurisdictional Authorities.

3. In the situation referred to in sec. 1 and 2, the Adjudicating Panel shall decide on the repetition, in part or in full, of the proceedings with the participation of a new arbitrator by way of a decision, after having familiarised itself with the position of the parties to the proceedings and any possible justification for the party's request to repeat the proceedings.

5. EXCLUSION AND RESIGNATION OF THE ARBITRATOR.

Article 25

1. Arbitrators appointed to the Adjudicating Panel shall be required to submit, within 7 days, a written declaration on accepting the position of an arbitrator and the lack of circumstances that could raise doubts as to their impartiality and independence, and to disclose any circumstances that could raise doubts as to their impartiality and independence. If the arbitrator fails to make a statement within the aforementioned time limit, the arbitrator shall be deemed to have declined to accept the function of arbitrator on the Adjudicating Panel.
2. If an arbitrator declines to serve on the Adjudicating Panel, the arbitrator's position must be justified. The template of the declaration constitutes Appendix hereto.
3. The arbitrators' declarations shall be served on the parties and shall be attached to the case file.
4. An arbitrator may also be excluded by the Chairman of the Court, taking into account a reasoned request of a party.

Article 26

1. An arbitrator should refuse to accept the function in a given case or should resign from the function if they consider that they cannot be impartial or independent, or if, according to the legal regulations in force at the place and time of the hearing and adjudication, the reason for exclusion applies to them.
2. An arbitrator shall be obligatorily excluded from participation:
 - a) in cases where they are or remain in a legal or factual relationship with one of the parties, causing that their rights or obligations may be affected by the outcome of the case,
 - b) in cases of their spouse, relatives or next of kin in a straight line, collateral relatives up to the fourth degree of consanguinity and collateral kinsmen up to the second degree of consanguinity,
 - c) in cases of persons related to the arbitrator by adoption, custody or guardianship,
 - d) in cases where they were or still are an attorney or lawyer/legal advisor of one of the parties,
 - e) in cases where they are, in particular, a partner in a partnership of legal counsels or attorneys or a shareholder of an entity employing an attorney of one of the parties,
 - f) in cases where they participated at the pre-litigation stage in preparing opinions, pleadings, etc., for one of the parties,
 - g) in cases where they took part in the delivery of the contested decision, as well as in cases concerning the validity of a legal act drawn up or examined by them as well as in cases where they acted as a public prosecutor.
3. The reasons for exclusion continue after the termination of marriage, adoption, custody or guardianship.
4. An arbitrator may resign at any time by submitting a written statement to the Chairman of the Court specifying the reasons for his resignation. In such a case, Art. 22, sec. 5 of the Regulations shall apply accordingly.
5. Should an arbitrator appointed by the same party resign twice, the other party may, within five days of learning of the second resignation of the arbitrator, request substitute appointment of an arbitrator for that party by the Presidium of the Court, applying the provisions of Art. 22, sec. 8. This provision shall also apply in the event of the resignation of an arbitrator.

Article 27

1. Notwithstanding the reasons set forth in the preceding article, the Chairman of the Court:
 - a) may exclude an arbitrator at the request of a party if it shows that there is a personal relationship between the arbitrator and one of the parties or their representative that might raise doubts as to the impartiality of the arbitrator.
 - b) exclude an arbitrator at the request of the arbitrator or a party, if there exists a circumstance of such a kind that could give rise to a justified doubt as to the arbitrator's impartiality in a given case.
2. A circumstance referred to in sec. 1 letter b shall not be deemed to be the expression of an arbitrator's view of the law and facts when explaining the Court's action to the parties or inducing a settlement.

Article 28

1. The request for exclusion of an arbitrator shall be made in writing by a party, substantiating the reasons for exclusion.
2. The party which joined the proceedings shall furthermore substantiate that the reason for exclusion arose only later or only became known to that party later.
3. A party may request the exclusion of an arbitrator within 5 days of becoming aware of the basis of their exclusion. Upon the expiry of this period, a party shall be deemed to have waived its right to request the exclusion of an arbitrator on that basis.
4. Until the application for the exclusion of the arbitrator is resolved:
 - a) the arbitrator requested for exclusion may take further action;
 - b) no final judgment may be given.
5. A request to exclude an arbitrator is inadmissible:
 - a) if it is based solely on the circumstances surrounding the Adjudicating Panel resolution of the evidence;
 - b) filed once again as to the same arbitrator invoking the same circumstances.
6. The request referred to in sec. 5, shall be left on file without any further action. The same applies to the writings associated with its filing. The filing party shall be notified that the request and related writings are left only once - when the first request is filed.

Article 29

1. The Secretary of the Court shall provide the other party and the arbitrator to whom the request refers with a copy of the request for exclusion of an arbitrator so that they may reply to its contents within the prescribed period, which shall not exceed 5 days.
2. Should the Chairman of the Court deem it expedient, he may give the other members of the Adjudicating Panel the opportunity to take a position with respect to the request.
3. If the request for exclusion concerns more than one arbitrator, the Chairman of the Court shall make a separate decision with respect to each arbitrator.
4. The Secretary of the Court shall serve a copy of a party's request for exclusion of an arbitrator appointed by the opposing party on the other party, requesting the latter to appoint another arbitrator within the specified time limit, which shall not be shorter than 3 days, if the request is given a positive consideration. Otherwise, if the request is granted, Art. 23, sec.1 hereof shall apply to the appointment of an arbitrator in place of the excluded arbitrator.

Article 30

The request for exclusion of an arbitrator, considering a possible reply to the request of the opposing party, shall be considered and decided by the Chairman of the Court of Arbitration by the proceedings, at the same time giving a justification.

Article 31

1. A party's request for exclusion of the Chairman of the Adjudicating Panel (Chief Arbitrator) shall be heard by the Presidium of the Arbitral Tribunal in the form of a decision, giving reasons therefor. The provisions of Art. 28 shall apply accordingly.
2. In the event of the exclusion of a Chief Arbitrator, the arbitrators shall appoint a new Chairman of the Adjudicating Panel within 3 days. Failure to meet this deadline shall result in the appointment of a Chief Arbitrator in accordance with the procedure regulated in Art. 23.

6. ARBITRATION CLAUSE

Article 32

1. The Court of Arbitration shall be competent to hear a dispute arising from compromissory clause formulated in a separate document or substantive law agreement (e.g. in the transfer agreement, individual football player or coaching agreement), or in the statutes or regulations of sports organisation indicating the competence of the Court of Arbitration to hear the case.
2. Arbitration clause concerning disputes arising from corporate or member relations may also be included in the statutes of the association or the articles of association of the commercial company.

Article 33

1. In the event that the parties draw up a separate arbitration clause, it shall contain a precise indication of the subject matter of the dispute or the legal relationship from which the dispute arose or may arise. It shall be admissible to include in the substantive law agreement a clause stipulating that any disputes that may arise in the future from this agreement shall be settled by the Court of Arbitration (i.e. compromissory clause), as well as the conclusion of a separate agreement to submit an existing dispute to the Court of Arbitration for resolution (i.e. a compromise).
2. Arbitration clause shall require a written form. Signing an arbitration at the same time shall not be mandatory.

Article 34

The Court of Arbitration shall have the right to interpret the compromissory clause or compromise.

Article 35

1. The Court of Arbitration and the Adjudicating Panels, when applying the provisions of these Regulations, shall take into account the provisions of the Rules governing the competence of this Court, or the arbitration agreement, if any, if it is drawn up, unless they are contrary to the Rules of the Court.
2. Prior to the designation of the Adjudicating Panel, as part of the formal review of letters initiating proceedings before the Court of Arbitration, the Secretary of the Court shall, ex officio, make a preliminary examination of the competence of the Court of Arbitration and issue appropriate decisions in this respect.
3. Should it be determined that the Court of Arbitration is not competent, the statement of claim shall be rejected by the Adjudicating Panel by way of a decision issued after a hearing or in the final judgment.

Article 36

The judgment of the Adjudicating Panel on whether or not to establish the competence of the Court of Arbitration may be appealed against by a 5-member Adjudicating Panel within 7 days from the date of service of the decision with reasons. The complaint shall be examined taking into account the provisions of Art. 95-107 of these Regulations regulating the conduct pertaining to the requests for reconsideration.

PART II - ARBITRATION PROCEEDINGS

7. LEGAL PROCEEDINGS

Article 37

1. Until the commencement of proceedings parties can determine on their own the procedure to be followed in the course of case examination.
2. If the parties did not make the choice referred to in sec. 1 above, the Court of Arbitration shall apply the procedure set out in the following provisions. The Adjudicating Panel is not bound by the provisions of the civil procedure. It cannot, however, fail to provide a comprehensive clarification of the circumstances necessary to resolve the case. The Adjudicating Panel can apply the provisions of the code of civil practices in cases not stipulated by these Regulations.
3. The Adjudicating Panel shall conduct proceedings in a way that ensures equal treatment of parties and the right of each party to be heard and present their respective statements and evidence to support them.
4. The parties to the proceedings should act in good faith and contribute to the principles of rapidity and efficiency of proceedings as well as avoidance of unnecessary costs followed by the arbitrators.
5. The parties to the proceedings and their participants shall be obliged to cite all facts and evidence without delay so that the proceedings can be conducted efficiently and expeditiously.

6. The parties to the proceedings and their participants shall be obliged to perform procedural actions following good practice, give explanations as to the circumstances of the case truthfully and without concealing anything, and present evidence.
7. Generally, disputes to be decided by a single arbitrator and Adjudicating Panels in cases involving the existence, validity or termination of football contracts (whether of employment or civil law contract nature), and in matters of ensuring the contractual stability of players who are parties to such contracts, as well as in cases involving the solidarity mechanism, should be heard within 60 days of the panel's formation.

Article 38

1. Proceedings before the Court of Arbitration shall be initiated by filing a statement of claim. The claim is filed with the Court together with the necessary number of duplicates for each of the respondents. If the document containing the arbitration clause includes the indication of parties' email addresses for service, the statement of claim may be filed to the email address of the Court of Arbitration.
2. If a state court revokes the verdict of the Court of Arbitration, proceedings in the case may be resumed by that Court based on a new statement of claim filed by the claimant, which shall not be required to pay the basic fee. The terms of the preceding sentence do not apply to the costs incurred by parties and the fee paid by the claimant for the motion to re-examine the case.
3. The statement of claim should contain:
 - a) the identification of the parties to the proceedings together with their addresses, email addresses and telephone numbers.
 - b) a precisely defined demand together with its justification and the evidence supporting the alleged circumstances,
 - c) the designation of the gross value of the subject matter of dispute, expressed in PLN,
4. The statement of claim may also define an arbitrator and a substitute arbitrator appointed by the given party.
5. Additionally, the statement of claim may include a request for the appointment of an arbitrator by the Presidium of the Court. In such a case, the arbitrator shall be appointed by way of a draw. The provisions of Art. 23 shall apply accordingly.

Article 39

1. The following must be attached to the statement of claim:
 - a) evidence, especially documentary evidence, unless the nature of the evidence precludes the attachment thereof,
 - b) when appointing an attorney – an original or duplicate of the power of attorney, full name and address, as well as the phone number and the email address of the attorney.
 - c) if it does not result from the attached documents – a duplicate of arbitration clause or another document legitimising the jurisdiction of the Court of Arbitration in accordance with these Regulations.
2. The evidence listed in the statement of claim, especially the evidence from documents as well as the contents of the agreements concluded between the parties, should be attached to the statement of claim in the form of duplicates, the conformity of which with the original should be confirmed by a professional attorney of the party appearing in the proceedings.
3. If the statement of claim does not meet the requirements set out in Art. 38 sec. 3 and Art. 39 sec. 1 and 2, the Secretary of the Court shall request that the claimant remedy the deficiencies within the specified period, no shorter than 5 days.

Article 40

1. The Secretary of the Court shall request that the claimant or the party bringing counterclaim pay the registration fee and the filing fee within the specified period, no shorter than 5 days from the date of service. The amount of the registration and filing fee is specified in the Regulations concerning the Costs of the Football Court of Arbitration.
2. In case of failure to complete formal deficiencies of the statement of claim or pay the registration fee and/or filing fee in full within the time limit specified in the summons referred to in Art. 39 sec. 3 and sec. 1 of this article, the statement of claim shall be returned by the order of the Secretary of the Court.

3. If the arbitrator is not indicated in the statement of claim, the Secretary of the Court shall request that the claimant appoint the arbitrator within 5 days from the date of service.
4. The Court shall neither examine the motion nor act if the basic payment or advance payment for expenses are not made in full within the specified time.

Article 41

1. Should the claimant party withdraw the statement of claim and waive the claim before the adjudicators and the Chairman of the Adjudicating Panel are selected, the Secretary of the Court shall issue a decision to discontinue the proceedings.
2. Withdrawal of the statement of claim without waiving the claim after the payment of the basic fee is effective after the other party has expressed consent.
3. The claimant can extend the claim until the conclusion of the proceedings before an Adjudicating Panel composed of three persons unless the Adjudicating Panel decides that the extension of the claim would cause an excessive prolongation of the proceedings. Extension of the claim requires a supplementary filing fee.
4. The Adjudicating Panel may determine the actual value of the subject matter in dispute during the first hearing. In such case, the claimant shall be requested to supplement the fees by paying the difference between the payments calculated from the value of the subject matter of dispute determined by the Adjudicating Panel and the payments made by the claimant.

Article 42

1. Upon commencement of the proceedings and payment of the registration and filing fees, the Secretary of the Court shall serve on the respondent the statement of claim, along with the list of arbitrators containing the information on who recommended their appointment, and shall invite the respondent to appoint one arbitrator and a substitute arbitrator within a fixed time that shall not be shorter than 5 days, as well as to file a statement of defence. This period shall run from the time of service and shall not be shorter than 7 days.
2. Failure to reply to the statement of claim within the specified period does not withhold further course of the case.
3. In justified cases, particularly in intricate and accounting matters, after the respondent has filed its statement of defence, the Chairman of the Adjudicating Panel may order the parties to exchange pleadings, indicating the order in which the pleadings are to be filed, the deadlines by which they are to be filed and the circumstances to be clarified.
4. The Court shall disregard statements and evidence if they are invoked merely for the sake of delay or if the circumstances in dispute have already been sufficiently clarified.
5. The Chairman of the Adjudicating Panel shall order the return of the pleading filed after the statutory deadline.
6. In the course of the case proceeding, parties may apply to the Chairman of the Adjudicating Panel for an extension of the time limit for filing a pleading or taking other steps for a period not exceeding 10 days. The decision on the application shall be made by an order served to the applicant and the opposing party.
7. A party shall only be entitled to submit the application described in sec. 6 once throughout the entire proceeding concerning the specific case. This request does not apply to actions governed by Art. 36, 95, 110 sec. 4 and 117 sec. 2 of these Regulations.
8. Every further pleading submitted to the Court of Arbitration shall contain:
 - a) the designation of the Court to which it is addressed as well as the signature under which the case is registered,
 - b) full names of the parties, their legal representatives and attorneys,
 - c) the designation of the place of residence or the registered office of the parties and the address for service,
 - d) the designation of the type of document,
 - e) the contents of the application or declaration and evidence supporting the cited circumstances,
 - f) the signature of the party, its legal representative or attorney,
 - g) a list of attachments.
9. Pleadings shall be submitted to the Court of Arbitration directly at the seat of the Court, as well as by registered mail, including against the acknowledgement of receipt, by courier service or

by any other means of posting. Subject to Art. 54 sec. 4 of these Regulations, filing procedural documents on digital carriers or via electronic means of communication at a distance is not permitted. Separate expression of consent by the parties is not necessary if the document containing an arbitration clause contains parties' email addresses for service.

Article 43

1. Statements of counterclaim shall be admissible if they are filed in connection with the claimant's claim or can be set off and are within the jurisdiction of the Adjudicating Panel. Counterclaims may be initiated no later than at the time of filing a statement of defence or, if no statement of defence has been filed, at the time of commencing the first hearing of which the defendant is notified or to which it is summoned.
2. The provisions governing the claim shall apply mutatis mutandis to the statement of counterclaim.
3. The statement of counterclaim shall be heard by the Adjudicating Panel appointed for the hearing of the main claim.
4. In response to the statement of claim or until the first hearing is concluded – if one has been scheduled – the respondent may invoke the right of set-off if it is related to the claim of the claimant. The right of set-off is subject to a separate fee.

Article 44

1. If there is more than one person acting as the claimant or respondent, these persons shall jointly appoint an arbitrator within the time limit determined by the Secretary of the Court.
2. Should the above persons fail to appoint the arbitrator within the time specified in sec. 1, the arbitrator shall be appointed by the Presidium of the Court. In such a case, Art. 23 hereof applies accordingly.
3. Subpoenas and other documents shall be forwarded by the Secretary of the Court or a party to all appearing persons.
4. Upon the request of a party, two or more proceedings pending between the same parties on the basis of the Regulations can be joined into one proceeding if the composition of the Adjudicating Panel is the same in each proceeding and:
 - a) the claims of the parties to the proceedings to be joined are based on the same arbitration clause, or
 - b) the claims of the parties to the proceedings to be joined are related to one another, even though they are based on different arbitration clauses.
5. When issuing the decision on the joining of proceedings, the Adjudicating Panel shall take into account all important circumstances and shall be guided by the best interest of the parties, especially the need to ensure efficient conduct of the proceedings.

Article 45

In proceedings before the Adjudicating Panel, all participants are bound by the principle of confidentiality, unless the parties have agreed to disclose the circumstances of the case in part or in whole to the third parties.

Article 46

1. Whoever has a legal interest in resolving the case for the benefit of one of the parties can join the party (auxiliary intervention) before the Adjudicating Panel composed of three persons until the conclusion of the proceedings.
2. The party joining the proceedings with an auxiliary intervention shall pay the fifth part of the proportional fee.

Article 47

1. The auxiliary intervener shall notify the fact of joining a party by means of a document in which they shall provide their legal interest in the action and the party which they are joining. The document shall be served on both parties.
2. The auxiliary intervener may combine joining the case with another legal proceeding.

Article 48

1. Each party can oppose to the joining of the auxiliary intervener, but no later than within 3 days.
2. The Adjudicating Panel shall dismiss the opposition after conducting a hearing related thereto if the intervener makes it plausible that they have a legal interest in joining the case.
3. Despite the submission of opposition, the auxiliary intervener shall participate in the case until the ruling accepting the opposition becomes effective.

Article 49

The auxiliary intervener is entitled to all legal proceedings admissible according to the state of the case. They cannot, however, conflict with the proceedings and declarations of the party which they have joined.

Article 50

From the moment of joining the case, the auxiliary intervener shall be served, as the party, notifications regarding dates and court hearings as well as documents and judicial decisions.

Article 51

1. Should the result of the case have an impact on recourse claims or damages of one of the parties against a third party, each of the parties can – until the conclusion of the proceedings conducted before the Adjudicating Panel composed of 3 persons – request that the person be notified of the pending case, calling them to participate in the proceedings as an auxiliary intervener.
2. The Chairman of the Adjudicating Panel shall submit one copy of the motion together with appendices to the third person, requesting them to declare whether they wish to join the case as an auxiliary intervener within the determined period, which shall be no shorter than 5 days.

Article 52

Several interveners may join each party in this case.

Article 53

Auxiliary interveners are not entitled to choose an arbitrator.

Article 54

1. Procedural documents for the Court of Arbitration as well as documents for a party to the proceedings are served via postal services by registered post, including with acknowledgement of receipt, via courier service or by other means enabling their consignment.
2. Each document in arbitration proceedings shall be deemed to have been served if it has been delivered to the addressee in person or delivered to the registered office of their company, to the habitual residence of the addressee or their postal address. Habitual residence of a player or coach shall be considered to be the football club with which they have a football or coaching contract.
3. If the addressee is an entrepreneur or another entity entered into the court register or another public register, the document shall be deemed to have been served also when it is delivered to the address indicated in the register, unless the party provided another address for service.
4. Upon the request and at the expense of a party, or ex officio, the service may also be executed otherwise. With the consent of the parties, documents can be delivered only by means of communication at distance, e.g. via electronic mail or fax. Service via means of communication at distance, such as electronic mail or fax, can be performed only to the address indicated for such service. Separate expression of consent by the parties is not necessary if the document containing an arbitration clause contains parties' email addresses for service.
5. A document shall be deemed to have been served on the day of its reception by the addressee, and should the addressee refuse to receive the document – on the day of their refusal. Should the addressee fail to receive a letter sent by registered mail or courier service, the letter shall be deemed to have been delivered on the last day the addressee could receive it.
6. A letter sent via electronic mail or other way using means of communication at a distance shall be deemed to have been served on the third day from the sending thereof.
7. If a party has appointed a representative or a process agent, the letters addressed to the party are served on the appointed agent. Process agents of several persons are served one copy of

- the letter and attachments. If a party has appointed several process agents, letters shall be served on only one agent. Parties can indicate the agent on whom the letters are to be served.
8. In urgent cases, the Adjudicating Panel may summon parties, witnesses, experts and other persons in a way which it deems most expedient, even without following the procedure laid down in sec. 1-5 if it considers it necessary to accelerate the hearing of the case. This also applies to the service and orders related to the preparation of the hearing – if one is being conducted – and especially to the requests for documents necessary for the resolution of the case.
 9. In the course of the case, the attorney and the legal advisor serve copies of procedural documents with attachments directly on one another.

Article 55

1. The dates specified in the Regulations are calculated in accordance with the provisions of Polish Civil Law.
2. The time limit for the submission of a document shall be met if the document is served to the addressee or sent to the addressee in the way determined in Art. 54 before the expiry of the time limit.
3. The time limit for the execution of actions by a party shall begin to run from the day after the service of the letter. However, if the day following the service of the letter is a public holiday or another non-working day, the time limit shall begin to run on the first working day following that day. If the last day of the time limit is a public holiday or another non-working day, the time limit shall expire on the first working day following that day.
4. For an important reason the Chairman of the Adjudicating Panel may extend or shorten the time limit specified in the content of the ruling or order of the Adjudicating Panel, except for the time limits expressly specified in the Regulations.

Article 56

1. Actions taken by parties after the expiry of the time limit are ineffective.
2. If a party did not execute an action in time through no fault of its own, the Adjudicating Panel shall reinstate the time limit upon their request.
3. A letter containing a motion for the reinstatement of the time limit shall be submitted to the Court of Arbitration within a week from the cessation of the cause for the non-compliance with the time limit. The circumstances which justify such the request should be made plausible in such letter. The party should execute the action simultaneously with the submission of the motion.
4. After a lapse of 6 months from the date of missed time limit, its reinstatement is permitted only in exceptional cases.
5. The motion for the reinstatement of the time limit submitted before the issuance of a ruling or a decision to discontinue the proceedings, or another decision concluding the proceedings shall be heard by an Adjudicating Panel composed of one or three persons, appointed in the case, and a motion submitted at a later time shall be heard by the Secretary of the Court. After an Adjudicating Panel consisting of 5 persons has been constituted, it shall make final rulings regarding the motions for the reinstatement of the time limit.
6. After the motion for the reinstatement of the time limit has been heard, the Adjudicating Panel or the Secretary of the Court shall reject the motion if it is unfounded. A late or inadmissible motion shall be rejected by the Adjudicating Panel or the Secretary of the Court.
7. Should the motion be accepted, the Adjudicating Panel or the Secretary of the Court shall decide on the reinstatement of the time limit for the execution of the procedural action.
8. The ruling concerning the subject matter of the motion can be made in a closed session.
9. The decision on the rejection or dismissal of the motion for the reinstatement of the time limit issued by the Adjudicating Panels may be appealed against to a 5-member Adjudicating Panel whose decision is final. The appeal shall be heard taking into consideration the provisions of Art. 93-105 of these Regulations regulating the conduct pertaining to the requests for reconsideration.
10. The decision on the rejection or dismissal of the motion for the reinstatement of the time limit issued by the Secretary of the Court may be appealed against to a 3-member Adjudicating Panel whose decision is final. The appeal shall be heard taking into consideration the provisions of Art. 95-107 of these Regulations regulating the conduct pertaining to the requests for reconsideration.

8. CONCILIATION

Article 57

Any adversarial proceedings may, with the other party's consent, be preceded by conciliation, whose aim is for the parties to reach a settlement.

Article 58

The Chairman of the court, or another member of the Presidium of the Court authorised by the Chairman, shall set the date for and conduct the conciliation proceedings.

Article 59

1. Should the parties fail to reach a settlement during conciliation, adversarial proceedings are initiated at the request of the claimant.
2. Should the claimant fail to submit a request to initiate adversarial proceedings within 7 days of conclusion of conciliation proceedings, the claim shall be deemed to not have any legal effects specified by regulations with respect to its lodging.

Article 60

1. Settlement reached by the parties within conciliation proceedings is recorded in minutes and signed by the parties and by the arbitrator conducting the proceedings. Each settlement shall end with the following words: "the settlement was signed and the parties undertake to fulfill the obligations stemming from it in good faith."
2. If the parties reach a settlement before the Court of Arbitration, the Adjudicating Panel discontinues the proceedings.

9. HEARING BEFORE THE COURT OF ARBITRATION

Article 61

1. Before the hearing, the Chairman of the Adjudicating Panel issues orders necessary to prepare the hearing; the Chairman of the Adjudicating Panel also conducts the hearing and is responsible for preparation of grounds for procedural decisions and the final arbitration ruling.
2. In urgent cases, orders necessary to prepare the hearing can be issued by another member of the Adjudicating Panel authorised by the Chairman of the Adjudicating Panel.
3. The hearing shall be prepared so that there is no obstacle to the resolution of the case at the first hearing scheduled for it. More hearings than one shall be scheduled only when necessary, especially when it is not possible to take all the evidence at one hearing. In this case, hearings should be held on consecutive days, or if this is not possible, in such a way that the lapse of time between hearings is not excessive.

Article 62

1. The Adjudicating Panel shall review the dispute on the basis of documents and other letters, without setting a hearing.
2. Upon a joint request by the parties, the Adjudicating Panel shall be obliged to review the case at a hearing.
3. The Adjudicating Panel, especially at a party's request, may decide to review the case at a hearing to enable the parties to submit their statements or evidence in support thereof. The party submitting a request for a hearing should, in the grounds for that request, specify, in an accurate manner, the issues which should be clarified at a hearing or witnesses who should testify at a hearing.
4. The Chairman of the Adjudicating Panel may decide to hold the hearing as a teleconference or order certain evidence, including evidence from testimony provided by a witness, to be taken by means of remote communication.
5. The Chairman of the Adjudicating Panel shall inform the parties and their representatives of the date and place of the hearing.

6. Hearings before the Court of Arbitration are closed door hearings and take place without the public.
7. Members of the Presidium of the Court, as well as two person of trusts from each party are entitled to listen to the hearing. Trusted representatives must be persons with full legal capacity.

Article 63

1. Should a party, duly informed of the date, fail to appear at the hearing, this does not stop the course of the proceedings or procedural acts.
2. The parties may be substituted by authorised representatives.
3. A natural person may be represented by a counsel or an attorney, and furthermore by a co-participant in a dispute, a transaction intermediary of a player who is a party to the proceedings, parents, spouse, siblings or descendants of the party as well as persons remaining in an adoption-like relationship with the party.
4. A legal person may be represented by a counsel or an attorney, and furthermore by an authorised official or employee of that person.

Article 64

1. The hearing shall be held in Polish.
2. If a party does not speak Polish or if a witness who is to testify is unable to do so in Polish, the Chairman of the Adjudicating Panel shall appoint an interpreter, unless an interpreter is provided by the party to the proceedings who does not speak Polish or who requests testimony by a witness who does not speak Polish. This provision shall apply accordingly to sign language interpreters.

Article 65

In case referred to in Art. 62 sec. 2 and sec. 3, the parties should, in the course of the proceedings, have the opportunity to make such statements - both of fact and of law - as they deem appropriate to defend their rights.

Article 66

1. If the case is heard at a hearing - the hearing is held so that after the case is called, the parties - first the plaintiff and then the defendant - make oral submissions of their claims and motions and present assertions and evidence in support thereof. The parties may also indicate legal grounds for their requests and demands.
2. Each party is obliged to make statements of facts regarding the claims made by the opposing party. In doing so, the party is obliged to specify the facts which it denies.
3. The hearing may also include, as appropriate, taking of evidence and consideration of results thereof.
4. If a party is absent from the hearing, the Chairman of the Court of Arbitration or the arbitrator appointed by them shall present its conclusions, claims and evidence in the case file.

Article 67

1. Parties bear the onus to indicate the evidence to prove the facts from which legal effects are derived.
2. The Adjudicating Panel assess the reliability and probative value of evidence at its own discretion, on the basis of a comprehensive consideration of gathered evidence. On the same basis, the Adjudicating Panel assesses the relevance of a party's refusal to present evidence or obstructions posed by that party in taking of that evidence contrary to a court order. The Adjudicating Panel shall decide on the evidence submitted by the parties at its own discretion. In particular, the Adjudicating Panel may admit documentary evidence, carry out visual inspections and examine the parties, witnesses and experts. The Panel may also admit such other evidence indicated by the parties as it deems relevant for reviewing the case.
3. Parties are obliged to ensure that the person they have submitted for examination as a party, witness or expert appears at the hearing.
4. The Adjudicating Panel may specify a deadline for submission and taking of evidence, after which evidence submitted by the parties shall be neither considered nor taken.

5. The Court may admit a written statement of a witness concerning the circumstances relevant for settlement of the dispute as evidence, if the parties consent to it. In particular, it is assumed that the party which submitted the written statement of a witness has given its consent.
6. The Adjudicating Panel may specify detailed rules for presenting evidence and taking of evidence via a decision. In particular, the Adjudicating Panel may specify in detail the form and manner in which the statement referred to in Art. 5 is to be made, the order in which the parties are to ask their questions to witnesses and the time allotted for the parties to ask their questions to a particular witness or to all witnesses.
7. If it is necessary to take evidence outside of the place where the hearing is held, the Adjudicating Panel may have one of the arbitrators perform this action or may take evidence in another appropriate manner. The parties and their representatives may participate in the taking of evidence by the appointed arbitrator.
8. The Adjudicating Panel may appoint an expert or experts and have them prepare an opinion. The Adjudicating Panel may admit evidence from an opinion commissioned by one or more parties.
9. Having presented his or her opinion, the expert, at the request of a party or when the Adjudicating Panel deems it appropriate, shall take part in the hearing to provide clarifications and answers to questions. Should the Adjudicating Panel deem it appropriate, other experts and witnesses may also take part in the hearing.
10. The Court may collect advance payments towards proceedings for taking of evidence performed by the Adjudicating Party or the appointed arbitrator.
11. Should a party demonstrate that it is not possible to resolve a case without taking evidence or performing an act which the Court of Arbitration cannot perform, provisions of Art. 1192 of the Code of Civil Procedure.

Article 68

1. Any document that has not yet been presented to the Court of Arbitration and to the opposing party may be submitted at the hearing, provided that the party submitting such document makes a prima facie case that the reason for its submission arose only subsequently or the contents of the document only subsequently became known to it.
2. The Adjudicating Panel may demand presentation of a document or other evidence in possession of a party if it is necessary to clarify the case as a whole.
3. If, in the course of hearing a case involving a party subject to the licensing procedure under the relevant PZPN Licensing Manual, which involves a dispute on financial grounds and in which the party's financial standing will be raised, the Chairman of the Court of Arbitration is obliged to notify the PZPN Club Licensing Committee.

Article 69

The Chairman of the Adjudicating Panel may order presentation of documents, books and plans stored at premises of a party or a third party, or, alternatively, an inspection thereof.

Article 70

1. A party may cite facts and evidence to support its motions or refute motions and statements of the opposing party until the conclusion of the proceedings, subject to any unfavourable consequences in terms of costs and ruling with respect to merits that may arise for that party due to dilatory actions or failure to comply with orders of the Chairman of the Adjudicating Panel.
2. The Adjudicating Panel shall disregard evidence if the circumstances of the dispute have already been sufficiently clarified or if the party cites evidence solely for dilatory purposes.
3. Provisions of sec. 2 shall not apply if the party substantiates that it has failed to submit evidence in the claim, response to a claim or any further pleading through no fault of its own or that taking the late evidence into account will not delay resolution of the case or that there are other exceptional circumstances.

Article 71

1. In the course of the proceedings, parties are entitled to make statements of both fact and law.
2. The respondent may not refuse to enter the dispute as to the merits of the case, even if the respondent has raised formal objections.

3. The parties may raise any circumstances that may clarify their position with respect to the case.

Article 72

1. The Chairman of the Adjudicating Panel conducts the proceedings, and if a hearing is held in the case: the Chairman opens, conducts and closes the hearing, authorises to ask questions and announces the ruling.
2. The Chairman of the Adjudicating Panel may take the right to speak away from a speaker who abuses that right, and may also overrule a question deemed inappropriate or unnecessary.

Article 73

The hearing shall be postponed if the Court of Arbitration finds irregularities in the service of the summons or if the absence of a party summoned to the hearing is caused by extraordinary events or by another obstacle known to the Court of Arbitration that cannot be overcome. The attorney's request to postpone the hearing on the basis of the above-mentioned premise shall not be granted in a situation where no request for the evidence gathering with the participation of a party is made in the pleadings, or no request for the personal participation of a party at the hearing is made.

Article 74

1. Proceedings may be suspended at the joint request of the parties or the claimant, but no earlier than after the expiry of the deadline to respond to a claim.
2. If the proceedings are suspended at the joint request of the parties or the claimant, proceedings not taken up by either party within six months shall be discontinued.
3. The Court of Arbitration may also suspend the proceedings if:
 - a) the outcome of the case may depend on the outcome of proceedings pending before PZPN, FIFA or UEFA bodies,
 - b) the outcome of the case depends on the prior decision of a public administration authority,
 - c) an act which, when ascertained via criminal or disciplinary proceedings, could have an impact on the outcome of a civil case, comes to light.
4. When criminal, disciplinary or administrative proceedings have not yet been commenced, and their commencement depends on a party's request, the Court of Arbitration shall set a deadline for its submission to the appropriate authority.

Article 75

In the event that the judgment in the matter depends on the outcome of other proceedings, the Court of Arbitration shall decide to resume the previously suspended proceedings (Art. 74 sec. 3) once the decision closing the proceedings before another authority becomes final; however, the Adjudicating Panel may before that, as appropriate, undertake further proceedings.

Article 76

1. Minutes shall be taken of the hearing and of any action taken by the Adjudicating Panel or by the arbitrator appointed by the Adjudicating Panel. The Secretary of the Court shall appoint a minute clerk to take minutes, taking into account any requests to this effect submitted by the Chairman of the Adjudicating Panel.
2. The minutes shall be signed by the chief arbitrator and the minute clerk.
3. The activities may also be recorded using sound or video recording equipment, which must be notified to all persons involved before starting the recording.
4. The Court of Arbitration, with the help of the Department of Jurisdictional Authorities, shall make it possible for the parties and their attorneys to review the case files at the seat of the Court, including the minutes, during office hours. The parties may also receive an electronic extract from the repertory listing the various actions undertaken as part of the case.
5. Parties may request rectification or supplementation of the minutes but no later than at subsequent hearing, and as regards the minutes of the hearing at which it was closed – until the judgment has been issued.

Article 77

1. Persons who are parties and other participants in the proceedings, as well as their agents, attorneys and defence counsels, may obtain information about the course of the proceedings

without having to appear in person in cases where they are authorised to receive such information:

- a) if such a person submits an electronic inquiry signed using a qualified electronic signature, trusted signature or personal signature;
 - b) if such a person sends the inquiry from an e-mail address that was previously designated by that person in the pleading as the address for receiving information about the subject of the pleading;
 - c) if the phone of the relevant Department of Jurisdictional Authorities employee displays a phone number and the employee knows that it belongs to the specific person, provided that the person's identity is further confirmed using such data as e.g date of birth, KRS number, and other case file data known to the person requesting the information.
2. The inquiry shall also include the person's first and last name and case file reference. Replies are provided by e-mail or phone.
 3. If responding electronically is impossible, the person submitting the inquiry shall be informed about it.
 4. For electronic inquiries other than those referred to in sec. 1, which are also signed with a qualified electronic signature, trusted signature, or personal signature, the information must be provided electronically with a handwritten signature as if it were a written request.

Article 78

In accordance with Art. 1166 § 1 of the Civil Code, in order to secure the claim, the pursuit of which is possible before the Court of Arbitration, each party may apply to the competent state court in accordance with the procedure provided for in Art. 730 and next ones of the Civil Code.

Article 79

1. Upon application of a party that has substantiated its claim and legal interest, the Adjudicating Panel may order such interim relief as it deems proper to secure the claim in light of the subject of the dispute.
2. Upon application of a party, the Adjudicating Panel may order interim relief to secure evidence if necessary under the circumstances of the case.
3. An order to secure a claim or evidence shall be made after the opposing party has been given an opportunity to make its observations.
4. Upon application of a party, an order on interim relief may be amended or vacated as appropriate to the circumstances. Before issuing an order to revoke or limit the interim relief, the court shall hear the authorised person.
5. If the application of an interim relief ordered by the Court of Arbitration proves to be unjustified, the party in whose favour the relief was applied shall be liable for the resulting damage.
6. A claim for compensation for damage may also be pursued in the pending proceedings before the Court of Arbitration.

10. TERMINATION OF THE PROCEDURE

Article 80

1. After exhausting the procedure for presenting the parties' standpoints and allegations and the evidence, and after the Adjudicating Panel has ruled on the evidence motions, the Chairman shall notify the parties of the end of the proceedings and set a time limit of no more than 3 days to present the parties' final standpoints on the case.
2. In the event of closing the proceedings at the hearing, the Chairman shall give the floor to the present parties and their attorneys.

Article 81

The Chairman of the Adjudicating Panel may reopen a closed hearing if the Adjudicating Panel deems it necessary before issuing an award.

Article 82

1. The Adjudicating Panel shall announce its judgment after a closed debate of arbitrators.

2. Apart from the Adjudicating Panel members, no person shall have the right to be present during deliberations on the judgement or participate therein. This rule shall also apply during deliberations that take place by means of remote communication.
3. The deliberation shall include discussion, voting on the judgment to be rendered and the principal reasons for the decision, or the justification – if it is to be given – and writing the operative part of the judgment.

11. ARBITRAL RULINGS

Article 83

1. The arbitral ruling shall be resolved by an award or decisions of the Court of Arbitration. Regardless of this, orders and other procedural decisions may be issued.
2. In cases that do not require the issuance of an award, as well as in other cases specified in the Regulations, the Adjudicating Panel shall issue a decision. Also, when this Regulations provide so, the decisions shall be made by the Presidium of the Court or the Chairman or the Secretary of the Court.
3. A written justification shall be required for an order ending the case proceeding and for an order on the jurisdiction of the Court of Arbitration or denial of a challenge of an arbitrator, or a decision or order that shall be subject to an appeal under these Regulations.
4. Orders referred to in sec. 3 shall be served on the parties together with the justification.
5. An order on securing of a claim or evidence, withdrawal of the statement of claim, stay of the proceeding, determination of the actual amount in dispute, consolidation of proceedings, admission of a third party to participate in the proceeding as an accessory intervener and correction or supplementation of the record of the hearing shall be served on the parties together with a justification if issued outside of a hearing.

Article 84

1. The Adjudicating Panel shall resolve the dispute by an award. The judgment shall be binding on the parties. The parties shall voluntarily carry out the award.
2. An arbitration award may have an awarding, determining or shaping content.
3. If the dispute is resolved by more than one arbitrator, the award shall be issued by a majority of votes. If there is no majority, the vote of the presiding arbitrator shall prevail.
4. An arbitrator who did not vote with the majority may dissent, noting this with his or her signature on the award and submitting a justification for the dissent within 7 days from becoming familiar with the award's justification.
5. An award may only be made by arbitrators who are on the Adjudicating Panel during the course of actions referred to in Art. 80 sec. 1 and 2.

Article 85

1. The Adjudicating Panel shall settle the dispute according to the law chosen by the parties or – if the parties have not made a choice of law – according to the rules of law most closely related to the legal relationship to which the dispute relates.
2. In settling each case, the Court of Arbitration shall make its award based on the state of affairs existing at the time the proceedings are concluded; particularly, the fact that a claim has become due during the course of proceedings shall not preclude the award of the claim. The Court of Arbitration shall also take into account the actual will of the parties and the principle of goodwill and established customs existing in the relationship or in the football discipline in question.
3. If three different sentences arise as to the amount to be awarded by the Adjudicating Panel, then the vote cast for the highest amount shall be deemed to be the vote cast for the directly lower amount.
4. In cases justified by the legal or factual situation of at least one of the parties, the Court of Arbitration may also rule in accordance on equitable grounds.
5. In cases for compensation for damage, income, return of unjust enrichment or other property matters, when the Adjudicating Panel determines that proving the precise amount of the claim is impossible, excessively difficult or manifestly ill-founded, it may award an appropriate amount in the award, according to its assessment, based on the consideration of all the case circumstances.

Article 86

1. The award of the Court of Arbitration shall contain:
 - a) the date and place of issuance of the award,
 - b) identification of the arbitrators and the parties,
 - c) an indication of the arbitration clause that is the grounds for the jurisdiction or other
 - d) ground for the settlement in accordance with Art. 9 of the Regulations,
 - e) the resolution of the relief demanded by the parties,
 - f) the resolution of the costs,
 - g) signatures of all the arbitrators, and in addition
 - h) a written justification of the award signed by the arbitrators.
2. In the event that any of the arbitrators refuses to sign or is unable to sign the award, this shall be indicated on the award itself. The award signed by a majority of arbitrators shall have legal force. The reason shall be stated in written for the absence of an arbitrator's signature.
3. Only lawyers representing the parties in proceedings before the Court of Arbitration shall be entitled to reimbursement of lawyers' fees.
4. Irrespective of the content of the agreement concluded between a lawyer and a party, the Adjudicating Panel may award reimbursement of the costs of legal representation no higher than PLN 5,000 for proceedings before a one-person or three-member Adjudicating Panel and PLN 3,000 for proceedings before a five-member Adjudicating Panel. In the event of fragmentation of claims arising from one legal title, the total costs of legal representation in all cases may not exceed the amounts referred to in the first sentence.

Article 87

1. The Adjudicating Panel may issue a partial award if only a portion of the demand or certain of the demands in the statement of claim or counterclaim can be resolved.
2. In the case of a counterclaim, the Adjudicating Panel may also resolve the entirety of the demand in the statement of claim or the counterclaim by a partial award.
3. Upon application of a party, the Adjudicating Panel may issue a preliminary award holding a claim to be justified in principle and continue the proceeding with respect to the disputed amount of the demand.

Article 88

1. An arbitral ruling should be served on the parties together with a statement of reasons within 14 days of the lapse of the time limit referred to in Art. 80 sec. 1, including by electronic means of communication, or within 14 days after carrying out the activities referred to in Art. 80 sec. 2.
2. If the Adjudicating Panel so decides, the arbitral ruling may be announced on the day the proceedings are concluded. In such a case, the decision and its justification shall be served on the parties within 14 days from the day on which the ruling is announced.
3. In cases with a significant degree of complexity, the time limit for the performance of the activities referred to in sec. 1 and 2 may be extended by the Chairman of the Adjudicating Panel for a further period of up to 14 days.
4. In exceptional situations, justified by such things as the considerable difficulty and complexity of the given case, the time limit described in sec. 3 may be extended by another 14 days by the Presidium of the Court at the written request of the Chairman of the Adjudicating Panel. Further extensions are unacceptable.
5. An order of postponement in situations described in sec. 3 and 4 shall be served on the parties or their attorneys, if appointed, by electronic mail.
6. If the Adjudicating Panel decides to announce the award on a day other than the day on which the proceedings are concluded, the arbitral award shall contain a statement of reasons and shall be promptly served on the parties.

Article 89

1. The announcement of the award or decision of the Court of Arbitration shall be made by reading out the operative part, and then the Chairman of the Adjudicating Panel shall give oral reasons for the decision.

2. If the announcement of the arbitral award has been postponed, it may be made by the Chairman or another Adjudicating Panel Arbitrator. The announcement shall be made even in the absence of the parties.
3. If no one appears at the announcement of the award or decision, the Chairman of the Adjudicating Panel or another Adjudicating Panel Arbitrator may order that the reading of the operative part of the award and the fundamental reasons for the award be dispensed with.

Article 90

1. Within 14 days of the announcement of the award, the Secretary of the Court of Arbitration shall serve on both parties, against a receipt or proof of delivery, an arbitration award with justification, signed by the arbitrators and bearing the Court's seal.
2. The Court of Arbitration also serves the parties with a copy of the justification for the dissent.
3. In the event that grounds for the imposition of disciplinary sanctions against a party under the Disciplinary Regulations of the Polish Football Association are found in the judgment, the Secretary of the Court shall forward the file of the finalised case to the Disciplinary Committee.

Article 91

1. The Adjudicating Panel may, ex officio or at the request of a party submitted within 7 days from the date of delivery of the award, supplement its content if it turns out that the demand for the statement of claim or other controversial issue or a decision on the fees and costs of the proceedings has been partially or completely omitted. A supplementary arbitral award shall be made after a new hearing to which the parties are summoned.
2. Writing or accounting mistakes, as well as other obvious mistakes in the content of an award may be corrected by a decision at any time at the request of one of the parties or ex officio by the Adjudicating Panel.
3. The decision to supplement or rectify the arbitral award becomes an integral part of the supplemented or corrected award. Further copies thereof should be issued in the wording allowing for the amendment.

Article 92

1. The Adjudicating Panel which issued the arbitral award shall, by decision, resolve any doubts as to its content raised by the parties.
2. The Adjudicating Panel may issue an order on the interpretation of an arbitration award in a closed session.
3. The interpretation of the award, provided by the decision of the Adjudicating Panel, constitutes an integral part of the award.

Article 93

The expenses of the Court of Arbitration that arose in connection with supplementing, rectifying and interpreting the arbitral award shall not be borne by the parties.

Article 94

Apart from the cases referred to in Art. 1190 sec. 1 and Art. 1196 sec. 1 of the Code of Civil Procedure, the Court of Arbitration issues a decision to discontinue the proceedings if:

- a) the claimant has withdrawn its statement of claim, unless, in the event that the claim is withdrawn without waiving the claim, the respondent objected to it,
- b) found that continuation of the proceeding has become moot or impossible for other reasons.

12. RETRIAL OF THE CASE

Article 95

- 1. Within 14 days from the date of service of the ruling with the statement of reasons:**
 - a) issued by a three-member Adjudicating Panel, a party may request the Court of Arbitration to reconsider the case, with a revised panel of five members**
 - b) issued by a single arbitrator, a party may apply to the Court of Arbitration for a review of the case, with a revised panel of three arbitrators.**

2. Within 7 days of service of:

a) an order of the Secretary of the Court in the subject-matter of claim return,
b) a decision of the Secretary of the Court in the event that the proceedings are discontinued,
- a party may apply to the Adjudicating Panel for a retrial of the case, with a different panel of three judges.

3. If a request for the reconsideration of the case is submitted in the situation referred to in **sec. 1 letter (a)** of this Article, each party shall select one arbitrator who shall select a chief arbitrator.

4. If a request for the reconsideration of the case is submitted in the situation referred to in **sec. 1 letter (b)** and sec. 2 of this Article, each party shall select one arbitrator who shall select a chief arbitrator.

5. If any of the parties fails to appoint an arbitrator, the arbitrator shall be selected by the Presidium of the Court. The provisions of Art. 23 of these Regulations shall apply accordingly.

Article 96

The application for a retrial should satisfy the requirements provided for in the pleading and contain an indication of the contested decision, pleas and reasons for those pleas, as well as an application to amend the decision in whole or in part.

Article 97

The opposing party may, within 7 days from the delivery of the request for a retrial, submit a reply to it to the Secretary of the Court of Arbitration.

Article 98

1. The Presidium of the Court may, in closed session, suspend the enforcement of the arbitration award in respect of which a retrial has been requested; it may, however, make the suspension subject to the provision of security.
2. The provision of sec. 1 of this article shall not apply to awards that are enforceable after they become final.

Article 99

A hearing with a view to a retrial shall be held only at the request of one of the parties to the request for a retrial or in response to that request, notwithstanding the failure to appear of one or both parties properly notified of the date of the hearing.

Article 100

1. After the case has been called, the hearing begins with a report of the arbitrator-clerk, who presents the status of the case, with particular emphasis on the content of the motion for reconsideration, after which the Chairman of the Adjudicating Panel gives the floor to the parties.
2. The Chairman of the Adjudicating Panel may, with the consent of the parties, waive the presentation of the status of the case if the arbitrators have previously familiarised themselves with its subject matter.

Article 101

The Adjudicating Panel may disregard new facts and evidence if a party may have invoked them in proceedings before a one-member or three-member Adjudicating Panel, unless the need to invoke them arose later.

Article 102

When considering an application for a retrial, a claim may not be extended or new claims made.

Article 103

The Adjudicating Panel may not change the decision to the detriment of the party submitting the motion for reconsideration of the case, unless it was also submitted by the other party.

Article 104

The Adjudicating Panel shall reject the motion for reconsideration of the case if it is unfounded, thereby upholding the appealed decision.

Article 105

1. If the motion for retrial concluded with a decision of a one-member Adjudicating Panel is granted, the three-member Adjudicating Panel may change the arbitrary decision and adjudicate on the merits of the case, or revoke the appealed decision and reject the statement of claim or discontinue the proceedings.

1a. If the motion for retrial concluded with a decision of a three-member Adjudicating Panel is granted, the five-member Adjudicating Panel may change the arbitrary decision and adjudicate on the merits of the case, or revoke the appealed decision and reject the statement of claim or discontinue the proceedings.

2. If a party's complaint against an order or decision of the Secretary of the Court is upheld, the three-member Adjudicating Panel shall overrule the appealed order or decision and issue a ruling, if necessary.

Article 106

The proceedings aimed at examining a motion for reconsideration shall be carried out in accordance with the provisions of the procedure before a three-member Adjudicating Panel, with changes resulting from the provisions of this chapter.

Article 107

Arbitral Award rendered following the review of the application for a retrial shall be final.

13. EFFECTIVENESS AND ENFORCEABILITY OF DECISIONS

Article 108

1. Unless otherwise provided By these Regulations, decisions and orders of the Court of Arbitration, the Adjudicating Panel, its Chairman, Vice-Chairman and Secretary of the Court shall take effect to the extent and in the manner prescribed by their contents, upon announcement, and if there was no announcement - upon signing the operative part.

2. Arbitration awards of the Court of Arbitration may be implemented in an intra-organisational manner or in accordance with the principles adopted in the provisions of the Code of Civil Procedure.

3. The provisions of sec. 1 shall apply accordingly to the orders of the Court of Arbitration.

Article 109

In the event that one of the parties does not voluntarily comply with the arbitration award, the disciplinary bodies of PZPN may take action, including the issue of decisions sanctioning the party's conduct, until the arbitration award is enforced.

Article 110

1. The case files together with the original of the award are kept by the Court of Arbitration in its own archives under the supervision of the Secretary of the Court. The controller will ensure that security measures in accordance with Art. 32 of the GDPR are adequate to the extent of the processing of data and information, so that the processing is carried out in accordance with the security principles, and to be able to demonstrate this. These measures will be reviewed and updated as needed.

2. Case files are digitised on an ongoing basis and are made available for review specifically:

- a) to the parties to the proceedings without limitation,
- b) to the interested parties upon reasonable request, upon a showing of legal interest,
- c) to other jurisdictional bodies of PZPN, or PZPN Commissions for the purposes of their proceedings without restriction, at the request of the chairmen or administrators of these bodies;

unless a common law provision precludes it.

3. In cases referred to in sec. 2 letter a) and c) of this article, the file shall be made available by the Department of Jurisdictional Authorities.

4. In the case described in sec. 2 letter b) of this article, the approval or refusal of access to the file in that form shall be made by order of the Secretary of the Court. A refusal to grant access to a file may be appealed against to the Presidium of the Court within seven days of the service of the decision.

5. The Presidium of the Court, acting without the participation of the Secretary of the Court, shall uphold or amend the decision on the complaint.

Article 111

1. Decisions issued by the Adjudicating Panels may be published, after having been anonymised. The decision regarding publication shall be taken by the Presidium of the Court.

2. A decision shall not be published in particular if at least one of the parties objects to it. An objection may be filed no later than at the last hearing or, if no hearing is scheduled, until the final decision is issued in the case.

3. A decision shall be published despite a party's objection in particular if the Presidium of the Court deems the publication of the decision to be advisable due to the general interest of football and such publication will not pose a threat to the personal or property rights of any party.

4. A decision shall not be published even if a party does not raise objections if the Presidium of the Court considers that the publication would pose a threat to the personal or property rights of any party.

14. CONSULTATIVE OPINION.

Article 112

1. The Court of Arbitration may issue a consultative opinion on a legal issue concerning the organisation, development and practice of football.

2. The legal matter in question shall be referred to the Chairman of the Court, who shall finally formulate it in the form of a question of law, to be decided by a panel of 3 or 5 arbitrators appointed by the Presidium of the Court.

Article 113

Anyone with a legitimate interest in this may apply to the Court of Arbitration for the consultative opinion referred to in the preceding article.

Article 114

A consultative opinion issued by the Court of Arbitration may, with the consent of the parties, be made public.

15. COSTS OF PROCEEDINGS.

Article 115

1. The costs of conducting each arbitration proceeding are specified in the Regulations of Costs of the Football Court of Arbitration.

2. The Court of Arbitration shall take action only after paying the relevant basic fee or an indicated advance payment for expenses.

3. The provision of sec. 2 in the part concerning the obligation to pay the basic fee does not apply if the player or club submits a lawsuit to the Court of Arbitration regarding claims concerning the creation, determination of the existence, validity, performance or termination of football contracts and other non-pecuniary claims related to ensuring contractual stability and the mechanism of solidarity, and an application for reconsideration of the case with respect to the above claims covered by the judgment of the one-member or three-member Adjudicating Panel of the Court of Arbitration.

4. The provision of sec. 2 in the part concerning the obligation to pay the basic fee also does not apply in the event of a player or club asserting claims for property rights together with the claims referred to in sec. 2 and submitting an application for reconsideration of the case with respect

to the above claims covered by the judgment of a single-member or three-member Court of Arbitration.

Article 116

1. Subject to sec. 3-4 of Art. 115, the basic fee for initiating proceedings shall be paid by the claimant.
2. The applicant pays ½ of the basic fee if a request for the reconsideration of the case is filed.
3. If the basic fee is not paid within the time limit set by the Secretary of the Court, the claim shall not have any legal effects that the Act entails for its filing.
4. A party requesting an action involving expenses shall be obliged to make an advance payment to cover such expenses in an amount and within a time limit to be specified by the Chairman of the Adjudicating Panel. If more than one party request that such an action be taken, the Chairman of the Adjudicating Panel shall oblige each party who derives legal effects from the action to make an advance payment in equal parts or in a different proportion at the Chairman's discretion.
5. The Chairman of the Adjudicating Panel requests that the party obliged to make an advance payment pay the indicated amount within the specified time limit which shall not exceed two weeks.
6. If it turns out that the anticipated or actual expenses are greater than the advance payment made, the Chairman of the Adjudicating Panel shall request the payment of the remaining amount as specified in sec. 5 of this Article.
7. The Adjudicating Panel shall take an action involving expenses if the advance payment is made in the indicated amount.
8. In the case of failure to make the advance payment, the Adjudicating Panel shall disregard the action involving expenses.
9. The Adjudicating Panel shall specify in the arbitration award the final fees payable to the Court of Arbitration and the extent to which one party is to reimburse the other party for the court fees and expenses incurred by it.
10. When deciding on the costs of legal representation, the Adjudicating Panel shall take into account the remuneration of the attorney in a reasonable amount, especially taking into account the outcome of the proceedings, the attorney's workload, the nature of the case and other relevant circumstances.
11. The Court of Arbitration shall decide on costs in any decision closing the proceedings at first instance.

Article 117

1. If, in the course of proceedings, the Adjudicating Panel did not adjudicate on the obligation to bear the costs of proceedings or did not cover the entire amount due on that account, the Chairman of the Adjudicating Panel in a given case will issue a decision in that respect.
2. A party may apply to the Adjudicating Panel for the reconsideration of the case by a three-member adjudicating panel within 7 days from the date of delivery of the above-mentioned decision along with justification.
3. If a request for the reconsideration of the case is submitted in the situation referred to in sec. 2 of this Article, each party shall select one arbitrator who shall select a chief arbitrator.
4. If any of the parties fails to appoint an arbitrator, the arbitrator shall be selected by the Presidium of the Court. The provisions of Art. 23 of these Regulations shall apply accordingly.

Article 118

No charge shall be made for letters if it is already apparent from their content that they are subject to rejection.

Article 119

A registry charge shall be charged for establishing validity, copies, certificates, extracts and other documents issued on the basis of files.

Article 120

1. Arbitrators are entitled to remuneration (fee) for their activities and to reimbursement of expenses incurred in connection with the performance of these activities, awarded in accordance with the Arbitrators' Fees Regulations.
2. Arbitrators are also entitled to a lump-sum remuneration (fee) for the handling of a player's or club's claim for the claim regarding the creation, determination of the existence, validity, performance or termination of football contracts and other non-pecuniary claims related to ensuring contractual stability and the mechanism of solidarity, as well as a motion for reconsideration of the case with respect to the above claims covered by the judgment of a one-member or three-member Adjudicating Panel.
3. The provision of sec. 2 shall apply accordingly in the event that the arbitrators decide on a statement of claim for property rights of a competitor, which is pursued together with the claims referred to in sec. 2, as well as a request for reconsideration of the case with respect to the above claims covered by the judgement of a one-member or three-member Adjudicating Panel.
4. The portion of the basic fees remaining after the payment of Arbitrators' fees in cases under Art. 120 sec. 1 and the administration costs of the Court of Arbitration shall be allocated to the Arbitrators' lump-sum fees awarded for the handling of the statements of claim and requests to reconsider the case referred to in sections 2 and 3, in accordance with the Arbitrators' Honorary Regulations.

16. FINAL PROVISIONS

Article 121: The Management Board of the Polish Football Association has the right to interpret the provisions of these Regulations.

Article 122: In the absence of security and protection regulations in these Regulations, the following documents shall apply to the processing of personal data:

- 1) **Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).**
- 2) **Act of 10 May 2018 on the Protection of Personal Data (Dz. U. /Journal of Laws/, item 1000).**

Article 123:

1. **These Regulations shall enter into force on the date of their adoption, i.e. on the date of the adoption of the Resolution by the PZPN Committee for Urgent Cases on 2 June 2020.**
2. **In relation to matters related to contractual stability, the provisions of the Regulations enter into force on the date of registration in the National Court Register of amendments to the PZPN Statute adopted by the General Reporting Assembly Meeting of PZPN Delegates on 17 October 2019 and the Management Board of the PZPN on 21 February 2020, i.e. as of 17 April 2020.**

Article 124: The Resolution of the Committee for Urgent Cases of the Polish Football Association No. 23/2020 of 2 June 2020 on the adoption of the Regulations of the Football Court of Arbitration of the Polish Football Association is repealed.

Cezary Kulesza, President of the Polish Football Association