

# RULES

of the Arbitration Court

of Profesjonalna Liga Piłki Siatkowej  
*(Professional Volleyball League)*

Pursuant to § 67 and 69 of the Rules of Professional Competition in Volleyball it is agreed as follows:

## **SECTION 1 GENERAL PROVISIONS**

### **§ 1**

The Arbitration Court of Profesjonalna Liga Piłki Siatkowej hereinafter referred to as the “Arbitration Court” is an independent entity operating within a company trading as Profesjonalna Liga Piłki Siatkowej S.A., hereinafter referred to as the Organiser, established for the purpose of independent and impartial settlement of disputes according to amicable settlement procedures, over property rights arising out of legal relationships associated with professional sports business. The parties to the disputes – as defined in the Rules of Professional Competition in Volleyball – may include sports clubs, contestants, coaches, activists, the Organiser, the Polish Volleyball Federation (PZPS), sponsors or league partners, as well as other entities associated with tournaments and professional competitions.

### **§ 2**

The Arbitration Court may examine other disputes referred for examination by all parties to the dispute, unless otherwise stipulated in law.

### **§ 3**

In judgment the Arbitration Court is independent of the Organiser.

## **SECTION 2 THE STRUCTURE OF THE ARBITRATION COURT**

### **Chapter 1 Members of the Arbitration Court**

#### **Division 1 General Provisions**

### **§ 4**

The Arbitration Court is composed of:

- 1) Chairman of the Arbitration Court,
- 2) Arbitrators,
- 3) Secretary.

#### **Division 2 Chairman and Deputy Chairman of the Arbitration Court**

### **§ 5**

1. Chairman of the Arbitration Court, hereinafter referred to as the Chairman, shall be appointed by the Organiser from amongst the Arbitrators with a university degree in law.
2. Chairman is appointed for a term of four years. Chairman may be dismissed by the Organiser before the end of the term for valid reasons. Chairman may be appointed for more than one term.

## **§ 6**

1. Chairman coordinates the work of the Arbitration Court and takes all actions required for arbitration, unless these rules state that the same are restricted to other individuals.
2. Chairman represents the Arbitration Court before third parties.
3. The fulfilment of the function of Chairman shall not exclude Chairman's participation in arbitration proceedings as an Arbitrator or a Chief Arbitrator, save for proceedings where the Arbitrator is appointed by the Chairman according to these rules.

## **Division 3 Arbitrators**

## **§ 7**

1. Arbitrators may include only members of the Register of Arbitrators of the Arbitration Court hereinafter referred to as the Register of Arbitrators. All Arbitrators form an Arbitration Board.
2. The Register of Arbitrators is held by the Chairman. The removal from the Register of Arbitrators falls within the exclusive competence of the Chairman. Should the Chairman be absent, the Register of Arbitrators shall be held by the Organiser.
3. Arbitrator of the Arbitration Court shall be a natural person with Polish citizenship and full legal capacity who:
  - 1) obtained a university degree in law, or
  - 2) during a period of 2 years immediately before the entry in the Register of Arbitrators was a contestant, coach, activist or was directly associated with professional volleyball competition in any other way.

## **§ 8**

1. The Register of Arbitrators shall comprise:
  - 1) twenty individuals selected by the Organiser,
  - 2) ten individuals selected by PZPS,who fulfil the criteria laid down in clause 3 of the previous article.
2. No fewer than ten Arbitrators entered in the Register of Arbitrators shall have a university degree in law.
3. If an Arbitrator is removed from the Register of Arbitrators, the new Arbitrator that will replace the removed Arbitrator shall be appointed by the entity that appointed the removed Arbitrator. Hence the Chairman notifies the entity about the removal of the Arbitrator from the Register of Arbitrators and urges it to appoint a new Arbitrator at the assigned time. If the authorised entity fails to appoint a new Arbitrator, the new Arbitrator will be appointed by the Chairman.

## **§ 9**

The Secretary, or the Organiser if the Secretary is absent, makes available the Register of Arbitrators upon a written request of a person who substantiates that it may be involved in a dispute to be resolved by the Arbitration Court.

## **§ 10**

1. Only Arbitrators from the Register of Arbitrators may be appointed to examine disputes before the Arbitration Court.

2. An Arbitrator entered in the Register of Arbitrators may not evade examination of a case if he/she is appointed as a member of the adjudication panel, otherwise he/she may be removed from the Register of Arbitrators.
3. The Chairman may release an Arbitrator from the adjudicating obligation for a valid reason, following a motion submitted by that Arbitrator.

### **§ 11**

1. The Arbitrators are independent.
2. The Arbitrators are obliged to fulfil their function with impartiality, to the best of their will and knowledge.
3. The Arbitrators are not representatives of any party.

### **§ 12**

1. An Arbitrator shall be excluded from case examination if there are circumstances that according to the Code of Civil Procedure exclude a judge by virtue of the Act.
2. Irrespective of the circumstances referred to in clause 1, an Arbitrator may be excluded following his/her own request or a request made by a party, if there is a relationship between the Arbitrator and a party that casts doubt on the Arbitrator's impartiality.
3. The request for exclusion of an Arbitrator is examined by the Chairman. If the request applies to the Chairman, it shall be examined by the Arbitration Board of the Arbitration Court.
4. Should any party submit a written request for exclusion of an Arbitrator, the Chairman shall submit the request to the entity that appointed this Arbitrator. The entity may answer the request for exclusion of an Arbitrator. If the request for exclusion of an Arbitrator is approved, the Chairman will urge the entity that appointed the excluded Arbitrator to appoint a new Arbitrator within the assigned time. Should that entity fail to appoint a new Arbitrator in place of the excluded Arbitrator, the new Arbitrator will be appointed by the Chairman.
5. If an Arbitrator submits a request to be excluded, upon approval of the request the Chairman will appoint a new Arbitrator for the adjudication panel. The Chairman shall advise the entity that appointed the excluded Arbitrator of the approval of the request and appointment of a new Arbitrator.

## **Division 4 Secretary**

### **§ 13**

1. The Secretary is appointed by the Chairman. If a Secretary is unable to fulfil its function, the Chairman may entrust Secretary's duties associated with a particular case to a trustworthy person.
2. The Secretary reports to the Chairman and fulfils duties assigned by the Chairman. In particular, the Secretary is responsible for collecting fees, setting the dates of trials, administrative duties, appointing court reporters, notification of parties and storage of case files.

## **§ 14**

The Secretary fulfils his/her duties under the registry of the Arbitration Court where he/she coordinates work.

## **Chapter 2 The seat of Arbitration Court**

### **§ 15**

1. The seat of the Arbitration Court is located in Warsaw.
2. Arbitration Court meetings are held at the registered office of the Organiser or at a place in Warsaw indicated by the Organiser.
3. For the meeting to be held outside Warsaw there must be a consent of all parties. Decisions in this respect are taken by the adjudication panel, and if the same has not been established yet – by the Chairman.

## **SECTION 3 PROCEEDINGS**

### **Chapter 1 General rules**

#### **§ 16**

The Arbitration Court has competence to examine and resolve a dispute if the parties to the dispute have referred the examination thereof to this court in writing (arbitration clause).

#### **§ 17**

The judgment of the arbitration court or settlement reached before the court have the same legal effect as a judgment of a state court or settlement reached before such a court, upon declaration of their enforceability by a state court.

#### **§ 18**

When resolving a case the Arbitrators take into account applicable laws, the content of contracts which bind the parties and established customs. Following a written consent of the parties, the Arbitrators may rely on the equity principle (*ex aequo et bono*), nonetheless, their rulings cannot contradict the rule of law of the Republic of Poland.

#### **§ 19**

The adjudication panel is obliged to act in an impartial way and enable the parties to present the circumstances essential to defend their rights. The parties are entitled to present all circumstances that they deem to be essential for defending their rights.

#### **§ 20**

When examining cases the Arbitration Court shall respect the principles of concentration of evidence and expedition.

#### **§ 21**

1. The proceedings of the Arbitration Court are closed to the public.
2. The presence of the following individuals in the courtroom is allowed: the parties, secondary interveners, their attorneys and individuals summoned by the Arbitration Court.

3. Case files are made available exclusively to the parties, secondary interveners and their attorneys ad litem.
4. The Arbitrators, Chief Arbitrators, the Secretary and court reporters are obliged to maintain secrecy of the proceedings held before the Arbitration Court and of all circumstances of the case of which they have learned in the course of the proceedings.

#### **§ 22**

The proceedings held before the Arbitration Court are recorded in writing.

#### **§ 23**

The official language of the Arbitration Court is Polish. If a case involves a foreign entity, the Chairman of the Court shall engage a sworn translator for the trial when needed. All documents drawn up in foreign languages shall be submitted along with a translation into Polish.

#### **§ 24**

All those who present before the Arbitration Court shall remain serious and show the Court all due respect.

#### **§ 25**

1. At each stage of the proceedings the parties may reach a settlement making mutual concessions in respect of the dispute between them.
2. If the parties reach a settlement in the course of proceedings, the adjudication panel may turn the contents of the settlement into the contents of a judgment.
3. The costs of proceedings that conclude with a settlement shall cancel each other out, unless otherwise stated by the parties in the settlement.

### **Chapter 2 Pleadings and service**

#### **§ 26**

1. The pleadings in the course of proceedings shall specify:
  - 1) the parties,
  - 2) case file number,
  - 3) the contents of a request or statements and evidence in support of cited circumstances;
  - 4) party's signature or signature of its statutory representative or attorney;
  - 5) list of appendices.
2. All documents attached to the complaint and pleadings submitted to the Arbitration Court shall be originals or certified copies. A copy may be certified by a barrister or a solicitor acting on behalf of the respective party; however, the parties will be obliged to present originals of documents submitted in copies at the behest of the Chairman or adjudication panel.
3. The documents shall be submitted at the Arbitration Court or sent in a registered letter. The parties may also send documents via fax or email if they confirm the transmission by those means at the closest court meeting.

### **§ 27**

1. A certified copy of each document submitted to the Arbitration Court, save for a complaint, shall be served upon each representative of the adverse party who takes part in the proceedings by the submitting party. If the submitting party represented by a professional attorney ad litem fails to serve such a document upon the adverse party, the document will be deemed not submitted.
2. Each document submitted to the Arbitration Court, save for a complaint, shall be accompanied by a confirmation of service upon the representatives of the adverse party.

### **§ 28**

1. Every document is deemed served if it is served upon the addressee at the seat of the Arbitration Court or sent in a registered letter at the provided address for service. If there is no evidence to the contrary, a document is deemed served on the day it is handed over to the addressee or on the fourteenth day after it is sent.
2. If a party fails to provide an address for service and it is absent at the seat of the Arbitration Court, the document shall be included in case files and the service becomes effective after 7 days of inclusion thereof in the case files.

## **Chapter 3 Time limits**

### **§ 29**

1. All time limits specified in these rules for actions of the Arbitration Court or members thereof are instructive and may be extended if required.
2. All time limits specified in these rules for actions of the parties are binding, and failure to observe these time limits means that the actions taken upon expiration of the time limit are ineffective.
3. If a party fails to complete an action within the time limit through no fault of its own, the Chief Arbitrator – and before the establishment of the adjudication panel – the Chairman, may re-establish the time limit upon a well-founded request.

### **§ 30**

Submission of a document in a Polish post office is equivalent to its submission to the Arbitration Court.

## **Chapter 4 Parties and their attorneys**

### **§ 31**

Only individuals fulfilling the criteria laid down in § 1 and § 2 of these rules may be a party to proceedings held before the Arbitration Court.

### **§ 32**

1. The parties acting before the Arbitration Court may be either self-represented or represented by an attorney. Nonetheless, a party with its registered office overseas shall appoint an attorney for service in Poland; if it fails to do so at the time of the first action, the action will be deemed void.

2. The attorney is obliged to attach to case files a power of attorney with principal's signature or a copy of the power of attorney certified by a notary at the time of the first action.
3. A barrister or solicitor may certify the copy of a granted power of attorney on their own.

## **Chapter 5**

### **Secondary intervention**

#### **§ 33**

1. The individual referred to in § 1 or § 2 of these rules who has a legally protectable interest in the settlement of the dispute in favour of one party may at any time before the case is closed join that party.
2. The secondary intervener shall declare that it joins the case in writing and explain its legally protectable interest in the case and specify the party it joins. This document shall be served upon the Arbitration Court and both parties.
3. With the submission of the document the secondary intervener shall cover an arbitration and a processing fee in half of the amount due to be paid by the plaintiff.

#### **§ 34**

1. Either Party may object the secondary intervener's joining, however, this may happen at the beginning of the closest trial at the latest.
2. The adjudication panel will overrule the objection if the intervener proves that it has a legally protectable interest in joining the case. The examination of the objection to secondary intervener's joining may take place at a closed meeting.
3. The secondary intervener participates in the case until examination of the objection. Should the objection be sustained, the actions of the secondary intervener will be deemed void.

#### **§ 35**

1. The secondary intervener is entitled to all actions permitted under the case status. Nonetheless, the same cannot contradict the actions and representations of the party the intervener joins.
2. From the moment of joining the case the secondary intervener shall be served all pleadings, notices of court meetings or judgments, just like the other parties.

## **Chapter 6**

### **The course of proceedings**

#### **Division 1**

#### **Initiation of proceedings**

#### **§ 36**

The proceedings are initiated following a complaint submitted to the Arbitration Court.

#### **§ 37**

1. The complaint shall specify:
  - 1) the parties, their registered offices and address for service of the plaintiff,



- 2) the value of the dispute,
  - 3) thorough description of the relief sought,
  - 4) a short description of the facts,
  - 5) evidence motions for evidence that the plaintiff demands to be examined,
  - 6) the legal grounds concerning the jurisdiction of the Arbitration Court,
  - 7) Arbitrators to be included in the adjudication panel,
  - 8) plaintiff's statement confirming its familiarity with these rules,
  - 9) consent to Court's case examination at a closed meeting in cases referred to in § 52 clause 1 and 2 herein,
  - 10) a list of appendices,
  - 11) plaintiff's or its attorney's signature,
  - 12) certified copies of the complaint along with appendices, one for each representative of the adverse party participating in the proceedings.
2. The party filing the complaint is obliged to include within the complaint all statements and evidence, or evidence motions, in support thereof, otherwise the same may be disregarded in further proceedings.
  3. If the jurisdiction of the Arbitration Court is imposed by a contract concluded by the parties, the original of this contract should be attached to the complaint. A copy of the contract certified by a notary or a copy certified by a professional attorney at law representing the party is acceptable.

### § 38

1. The defendant shall answer the complaint within a time limit specified by the Chairman.
2. The answer should specify:
  - 1) the parties, their registered offices and address for service of the defendant,
  - 2) if any, objections as to the value of the dispute given in the complaint,
  - 3) answer to the relief sought,
  - 4) answer to the facts presented in the complaint,
  - 5) evidence motions for evidence that the defendant demands to be examined,
  - 6) defendant's view on the legal grounds concerning the jurisdiction of the Arbitration Court,
  - 7) Arbitrators to be included in the adjudication panel,
  - 8) defendant's statement confirming its familiarity with these rules,
  - 9) consent to Court's case examination at a closed meeting in cases referred to in § 52 clause 1 and 2 herein,
  - 10) a list of appendices,
  - 11) signature of the defendant or its attorney.
4. The defendant is obliged to include within the answer to the complaint all statements and evidence, or evidence motions, in support thereof, otherwise the same may be disregarded in further proceedings.
5. Failure to answer the complaint within the prescribed time limit shall not suspend the case.

### **§ 39**

1. In the answer to the complaint at the latest the defendant may make a counterclaim that bears a relation to the plaintiff's claim or is suitable for set-off, unless the examination thereof is beyond the competence of the Arbitration Court.
2. The counterclaim is governed by the provisions of these rules, subject to examination of the counterclaim by the adjudication panel established for the purposes of examination of the main complaint.

### **§ 40**

1. If the complaint has some formal defects, the Chairman will urge the party to correct or complete the complaint within 7 days, or else it may return the complaint. Upon expiration of this time limit the Chairman will return the complaint to the party.
2. Failure to designate an Arbitrator shall not be considered a formal defect. In such a case the provisions of § 43 clause 3 herein apply.
3. A complaint that has been returned has no legal effects associated with its submission to the Arbitration Court.
4. A complaint corrected within the prescribed time limit becomes effective on the day of submission.
5. Before the establishment of the adjudication panel, the Chairman may oblige the parties to present evidence, information or testify as to the statements of the adverse party.

### **§ 41**

1. Following a correct submission of a complaint, the Chairman requires the plaintiff to pay the fees referred to in § 65 clause 1 and 2 within 7 days.
2. If the party fails to pay the whole amount of the fees within the prescribed time limit, the lawsuit is deemed not initiated. If the payment is made at a later time, the lawsuit is deemed initiated on the date of payment.
3. Following the payment of fees, the Chairman serves a copy of the complaint upon the defendant and requires it to answer the complaint and instructs it on the possibility to consult these rules and obtain access to the Register of Arbitrators.

### **§ 42**

1. The complaint may be withdrawn without defendant's consent until initiation of the trial, and if the withdrawal entails waiver of claim – until the delivery of a judgment.
2. A withdrawn complaint has no legal effect associated with initiation of a lawsuit.

## **Division 2 Adjudication panel**

### **§ 43**

1. The Arbitration Court examines cases and delivers judgments via a panel composed of three members. In justified cases the Chairman of the Arbitration Court may resolve that an exceptionally complex case shall be examined by a panel of five members. In such a case the majority of the members of the panel should be Arbitrators with a university degree in law.

2. Each party shall designate one Arbitrator. The plaintiff designates the Arbitrator in the complaint, while the defendant designates the Arbitrator in the answer to the complaint.
3. If a party fails to designate an Arbitrator, according to the provisions of these rules, the Arbitrator for that party will be designated by the Chairman.
4. The Chief Arbitrator is designated by the Chairman.

#### **§ 44**

1. If an Arbitrator evades its obligation or if this obligation cannot be fulfilled for any other reason, the Chairman shall designate a new Arbitrator within 7 days, and advise the party of this fact. The party is entitled to raise an objection and designate a different Arbitrator within 3 days of learning about the change. Failure to raise an objection within this time limit is equivalent to the party's consent to the designated Arbitrator.
2. If the Chief Arbitrator evades its obligation or if this obligation cannot be fulfilled for any other reason, the Chairman shall designate a new Chief Arbitrator within 7 days.

#### **§ 45**

The person designated as a Chief Arbitrator has to be a member of the Register of Arbitrators and have a university degree in law.

### **Division 3 Evidence**

#### **§ 46**

In the proceedings before the Arbitration Court the evidence procedure starts on the initiative of the parties. The parties are obliged to indicate all evidence required for case resolution. The adjudication panel may examine evidence on its own initiative.

#### **§ 47**

1. The subject of evidence are facts that are important for settlement of the case.
2. Widely known facts shall not require evidence. The same applies to facts known to the adjudication panel in view of its official position, however, the adjudication panel shall point them out to the parties during trial.
3. Facts admitted in the course of proceedings by adverse party shall not require evidence, unless the admission raises doubts as to the truthfulness to the factual circumstances.
4. If a party fails to express an opinion as to the statements about facts made by the adverse party, in view of the results of the trial the adjudication panel may consider such facts to be admitted.

#### **§ 48**

1. The adjudication panel may examine evidence based on documents, visual inspection or testimonies of the parties, witnesses and experts, and resort to other forms of evidence.
2. The adjudication panel evaluates the authenticity and value of evidence at its own discretion based on a comprehensive analysis of collected evidence. The significance

of the party's refusal to present evidence or obstacles posed by that party to examination of the evidence will be judged by the adjudication panel likewise.

#### **§ 49**

If the examination of evidence requires expenses to be covered, the party that filed the evidence motion will be required to cover the costs of evidence examination in advance. If the precise amount of the costs cannot be determined, the party will be obliged to make an advance payment towards such expenses.

#### **§ 50**

1. If the party files for examination of evidence based on witness statement, the adjudication panel, or before the establishment of the adjudication panel – the Chairman or the Secretary of the Court, may demand that the party submit a written statement of the witness.
2. The court may require the witness to swear an oath whose text is provided in Art. 268 of the Code of Civil Procedure routinely or following a motion of the party.
3. The party may not file for examination of evidence based on witness statement if the statement overlaps with the content of a document submitted as an evidence in the case, unless the content of the document raises doubts of the adjudication panel.

#### **§ 51**

If it proves necessary to examine evidence outside the venue of the trial, the adjudication panel may entrust the task to one of the Arbitrators or examine the evidence in other appropriate way.

### **Division 4 Trial and meetings**

#### **§ 52**

1. The examination of the case takes place at a trial. With the consent of the parties, the adjudication panel may resolve the case without a trial, during a closed meeting.
2. The court may examine the case at a closed meeting without the consent of the parties if the case circumstances raise no doubts, they are not questioned by the defendant, in the case of expiration of the time limit for submission of an answer to a complaint or if the defendant accepts the claim. The court resolves to examine the case according to this procedure routinely or upon motion of the party.
3. The case examined according to the procedure referred to in clause 2 is resolved by a single-member panel designated by the Chairman. The Chief Arbitrator in a single-member panel has to be a member of the Register of Arbitrators with a university degree in law.
4. If upon the establishment of a closed meeting new significant circumstances arise whose examination will require a trial, the court may rule that there will be a trial.
5. As far as it is reasonably possible the trial should conclude at one meeting. If it proves necessary, the Chief Arbitrator may adjourn the trial.

#### **§ 53**

1. The Secretary advises the parties of the date and venue of the first meeting.

2. In the event of adjournment of trial to next meeting, the notification may take place through announcement made during the meeting at which the trial is adjourned.
3. The party that is absent at a meeting should be always served a summons to the next meeting. The summons should be served at least a week before the meeting.
4. Failure to attend a trial on the part of one or both parties shall not suspend the proceedings if the parties or their attorney have been advised of this trial.

#### **§ 54**

1. The course of the trial is the following: the parties – first the plaintiff, then the defendant – make oral claims and motions and present statements and evidence in support thereof.
2. Either party is obliged to make a statement on the allegations of the adverse party in respect of the factual circumstances.
3. Should that be required, the trial will also comprise evidentiary proceedings and the final analysis of the results thereof.

#### **§ 55**

1. The trial is Chaired by Chief Arbitrator.
2. The Chief Arbitrator opens, conducts and closes trials, gives the floor, asks questions, gives the right to ask questions and announces judgments.
3. Chief Arbitrator is entitled to deprive the speaker of the right to speak if the latter abuses that right, or overrule a question if he/she deems it inappropriate or irrelevant.

#### **§ 56**

1. Chief Arbitrator closes the trial when the adjudication panel deems the case explained to a satisfactory extent or the adjudication panel assumes that the parties have had the chance to present the circumstances they deem essential for the defence of their rights.
2. Chief Arbitrator may open a closed trial before delivery of a judgment if the adjudication panel deems it necessary.

#### **§ 57**

1. The trial is recorded in minutes to be signed by the Chief Arbitrator and the court reporter.
2. The minutes should specify:
  - 1) the court, venue and date of the meeting, names of Arbitrators and Chief Arbitrator, court reporter, parties, secondary interveners, their attorneys and other individuals present in the courtroom specifying the nature of their participation,
  - 2) case number,
  - 3) the course of the meeting, in particular the conclusions and statements made by the parties, results of evidentiary proceedings; in place of conclusions and statements made by the parties the minutes may refer to preparatory documentation,
  - 4) the actions taken by the parties that will reflect on court's judgment (settlement, waiver of claim, acceptance of claim, withdrawal, amendment, extension or limitation of the claims in a complaint).

### **Division 5 Judgments**

### **§ 58**

1. The adjudication panel debates and votes behind closed doors.
2. The judgments of the adjudication panel are made by a majority of votes.
3. An Arbitrator may express a dissenting opinion by including an appropriate note in the judgment and describing the foundation of the dissenting opinion.
4. The judgment along with the motives that the adjudication panel pursued should be announced at a meeting that closes the trial. The adjudication panel may adjourn the announcement of the judgment for up to two weeks. The decision on the adjournment should specify the date of announcement of the judgment.

### **§ 59**

1. The judgments together with a justification are executed in writing within 14 days of announcement.
2. A copy of the judgment together with a justification will be served upon the participants of the proceedings.
3. The adjudication panel may refrain from the justification of the judgment if the parties consent to that.

### **§ 60**

1. The judgment of the Arbitration Court shall specify:
  - 1) the grounds for jurisdiction of the Arbitration Court,
  - 2) place and date of delivery,
  - 3) the parties and the Arbitrators,
  - 4) settlement of the claims made by the parties or other means of conclusion of the proceedings,
  - 5) motives for the decision,
  - 6) signatures of all members of the adjudication panel.
2. The judgment should also specify the decision as to the payment of the costs of proceedings.
3. If any of the members of the adjudication panel refuses to sign or cannot sign the judgment, this should be pointed out in the judgment. A judgment signed by the majority of the adjudication panel is legally binding.

### **§ 61**

1. The adjudication panel shall correct inaccuracies, typographical or calculation errors or other evident mistakes in the judgment routinely or following a motion of the party.
2. Within the first week of the announcement of a judgment the party may file for its completion if the adjudication panel fails to settle the entire claim or decide on the costs of proceedings.

## **Division 6 Discontinuation**

### **§ 62**

The Arbitration Court may decide to discontinue the proceedings if the plaintiff effectively withdraws the complaint or if the settlement as to the merits of the case is superfluous or unacceptable for other reasons.

**SECTION 4  
THE COST OF PROCEEDINGS**

**Chapter 1  
Types of costs**

**§ 63**

The costs of proceedings include:

- 1) court costs,
- 2) costs of representation by a barrister or a solicitor.

**§ 64**

The court costs include:

- 1) an arbitration fee that covers the remuneration of the Arbitrators,
- 2) a processing fee intended for day-to-day operation of the Arbitration Court, including but not limited to the administration of the registry of the Arbitration Court,
- 3) reasonable expenses required to be covered in connection with the proceedings.

**§ 65**

1. The arbitration fee amounts to 60% of the fee that would have to be paid if a case with the same dispute value was held before a common court.
2. The processing fee amounts to 15% of the fee that would have to be paid if a case with the same dispute value was held before a common court.
3. The expenses referred to in § 64 clause 3 include but are not limited to:
  - 1) reasonable expenses incurred in connection with the proceedings by a party, witnesses and experts, in particular travel costs,
  - 2) the fees of experts and translators,
  - 3) amounts due to other individuals or institutions,
  - 4) other well-documented costs required to be covered in connection with the proceedings.

**Chapter 2  
Obligation of cost payment**

**§ 66**

1. The party obliged to cover the court costs shall be the party who takes the action subject to payment or incurs expenses or files for such an action to be taken.
2. In reasonably justified cases the adjudication panel, and before the establishment of the adjudication panel – the Chairman of the Court, may temporarily release the party from the obligation of payment of court costs if the party declares that it is not capable of covering the court costs without it affecting its ability to support itself or has not got sufficient funds to cover such costs. The declaration made by the party should contain data on the financial status and income of the party, and for physical persons also data on the financial status of its family.
3. Irrespective of the fulfilment of the criteria specified in clause 2 of this article the adjudication panel, and before the establishment of the adjudication panel – the Chairman of the Court, may temporarily release the party from the obligation of payment of court costs provided that the Organiser consents to cover the court costs

until the resolution of the case. If the complaint is dismissed, the party will be obliged to reimburse the Organiser for the court costs.

4. The adjudication panel, and before the establishment thereof – the Chairman of the Court, shall refuse the temporary release of the party from the obligation of payment of court costs if its complaint is clearly unfounded.
5. A temporary release from the obligation of payment of court costs shall not apply to expenses incurred in connection with the proceedings.

#### **§ 67**

1. The party who loses the case will be obliged to reimburse the adverse party for the costs of proceedings incurred for proper pursuit of claims and defence.
2. In the event of acceptance of a part of claims, the costs will cancel each other out or be redistributed between the parties. The adjudication panel may, however, require one of the parties to pay all costs if its opponent gives in to a minor portion of its claims.
3. The defendant will be entitled to reimbursement of costs even if the complaint is allowed, if it has given no reason for the lawsuit and has accepted the claims made in the complaint at the time of the first action of the proceedings.
4. In reasonably justified cases the adjudication panel may award only a part of the costs to the losing party, or refrain from burdening it with any costs whatsoever.
5. Irrespective of the result of the case, the adjudication panel may impose an obligation of reimbursement of costs on a party or an intervener if the same are incurred through careless or clearly inappropriate conduct on the part of the party or the intervener.
6. The costs of a lawsuit which concludes with a settlement cancel each other out, unless the parties agree otherwise.
7. Before the conclusion of the case proceedings, upon motion of a witness or expert filed in the course of proceedings, the Organiser may temporarily cover the costs of travel of witnesses and experts incurred in connection with the proceedings, through reimbursement of costs.
8. The Management Board of the Organiser will pass a resolution on the maximum amount of travel costs that are eligible for reimbursement to the benefit of the parties, witnesses and experts.

#### **§ 68**

1. The Arbitration Court routinely reimburses the party for:
  - 1) the whole arbitration fee paid for a complaint withdrawn before it is served upon the other parties,
  - 2) a half of the arbitration fee paid for complaint withdrawn before the beginning of a meeting concerning the case,
  - 3) one fifth of the arbitration fee paid for a case that concluded with a settlement.
2. If the proceedings are discontinued the Organiser may resolve to reimburse the parties for all or a part of the paid arbitration fee and travel expenses, and the witnesses and experts for travel expenses.



**SECTION 5**  
**FINAL PROVISIONS**

**§ 69**

1. The Arbitrators – members of adjudication panel, shall receive a remuneration for their work set as 50% of the minimum wage of employees on a full-time employment contract, and the Chief Arbitrator shall receive a remuneration set as 100% of the minimum wage.
2. The remuneration referred to in clause 1 of this article shall be paid to the Arbitrators and the Chief Arbitrator for a case that is referred for examination by the adjudication panel of which they are members. In complex cases that require examination during several meetings on account of the scope and type of evidence material, the Chairman of the Arbitration Court may raise the remuneration due to the members of the adjudication panel, however, the maximum amount of the remuneration cannot exceed double of the rates specified in clause 1 hereinabove.

**§ 70**

1. The Rules of the Court are available on the website of the Organiser: [www.plps.pl](http://www.plps.pl)

**§ 71**

To issues not provided for in these rules the Arbitration Court will apply a mode of proceedings it deems appropriate, but in line with the principles of equity and fairness and basic provisions of the laws of the Republic of Poland.

**Organiser**  
PRESIDENT OF THE  
MANAGEMENT BOARD  
Jacek Kasprzyk

VICE-PRESIDENT  
Artur Popko

**PZPS**  
Polski Związek Piłki Siatkowej  
Paweł Papke

Vice-President of Polski Związek  
Piłki Siatkowej  
Andrzej Ladziński

Profesjonalna Liga Piłki Siatkowej S.A.  
00-112 Warszawa, ul. Bagno 2  
Tel. (22) 253 11 11, fax (22) 253 63 63  
NIP (tax ID): 521-31-13-357

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