



Squash Canada Alternate Dispute Resolution Policy

*Approved by the Squash Canada Board of Directors, June 21, 2018
Amended March 31, 2023*

This Policy has been prepared by Squash Canada to be a Pan-Canadian Policy applicable to Squash Canada and its Member Provincial/Territorial Squash Associations that have approved the adoption of the Policy.

Definitions

1. The following terms have this meaning in this Policy:
 - a) *“Athlete”* - Includes any Individual who is registered with Squash Canada or a Member for either recreational or competitive purposes
 - b) *“Individuals”* – All categories of membership defined in the Squash Canada Bylaws or, as applicable, in the Bylaws of a Member, as well as people employed by, contracted by, or engaged in activities with Squash Canada or a Member including, but not limited to, employees, contractors, Athletes, coaches, mission staff, chefs de mission, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers.
 - c) *“Member”* – Includes Provincial/Territorial Associations.

Purpose

2. Squash Canada and its Members support Individuals in seeking to resolve their own conflicts and recognize that, in many cases, disputes can be resolved directly and quickly in an informal way. In situations where direct action by Individuals may be inappropriate or unsuccessful, Squash Canada and its Members support the principles of Alternate Dispute Resolution (ADR) to resolve disputes, which can be achieved through negotiation, facilitation, and mediation. Alternate Dispute Resolution also avoids the uncertainty, costs, and other negative effects associated with lengthy appeals or complaints, or with litigation.
3. Squash Canada and its Members encourage all Individuals to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. Squash Canada and its Members believe that negotiated settlements are usually preferable to arbitrated outcomes. Negotiated resolutions to disputes with and among Individuals are strongly encouraged.

Application of this Policy

4. This Policy applies to all Individuals.
5. Opportunities for Alternate Dispute Resolution may be pursued at any point in a dispute when all parties to the dispute agree that such a course of action would be mutually beneficial.

Facilitation and Mediation

6. If all parties to a dispute agree to Alternate Dispute Resolution, a mediator or facilitator, acceptable to all parties, shall be appointed to mediate or facilitate the dispute. The costs of the mediation or facilitation shall be borne by the parties, unless otherwise agreed with Squash Canada or the relevant Member (as applicable).
7. Where Squash Canada is involved in the matter, it may, upon agreement of the parties, refer the matter for mediation using the mediation services of the Sport Dispute Resolution Centre of Canada.
8. The mediator or facilitator shall decide the format under which the dispute shall be mediated or facilitated, and may, if they consider it appropriate, specify a deadline before which the parties must reach a negotiated settlement.
9. Should a negotiated settlement be reached, the settlement shall be reported to Squash Canada or the member (as applicable). Any actions that are to take place as a result of the negotiated settlement shall be enacted on the timelines specified by the settlement. Where Squash Canada or a Member may be required to implement any part of a negotiated settlement, it shall become a Party to the mediation or shall be given the opportunity to approve the negotiated settlement, but only with respect to aspects of the settlement that it may be required to implement.
10. Should a negotiated settlement not be reached by the deadline specified by the mediator or facilitator at the start of the process (if set), or if the parties to the dispute do not agree to Alternate Dispute Resolution, the dispute shall be considered under the appropriate section of the *Discipline and Complaints Policy or Appeal Policy*, as applicable.

Final and Binding

11. Any negotiated settlement will be binding on the Parties and shall, unless the Parties decide otherwise, remain confidential and will be protected by Squash Canada and/or the Member’s privacy policies, as applicable. Negotiated settlements may not be appealed.
12. No action or legal proceeding will be commenced against Squash Canada or a Member in respect of a dispute, unless Squash Canada or the Member (as applicable) has refused to provide or abide by the dispute resolution processes set out in its governing documents.

Privacy

13. The collection, use and disclosure of any personal information pursuant to this Policy is subject to Squash Canada’s *Privacy Policy*.
14. Squash Canada, its Members, or any of their delegates pursuant to this Policy, shall comply with Squash Canada’s *Privacy Policy* (or, in the case of a Member, the Member’s *Privacy Policy*) in the performance of their services under this Policy.