

UIAA STANDARD OPERATING PROCEDURE SOP-0901

THE UIAA COURT'S REGULATIONS

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Approved by the Court members in accordance with Art. 24.2 of the UIAA Articles of Association on 27 August 2026.

1. TASKS

1. According to Article 24 of the Articles of Association as decided by the GA on 18 October 2008, and as modified by the GA on 25 October 2025 in Kosovo, the UIAA Court decides about:
 - a) conflicts of competence and other possible disputes between the UIAA, UIAA Members and UIAA Bodies;
 - b) disputes between UIAA member associations.
 - c) conflicts between a UIAA-related party and a non-UIAA-related party (e.g. a potential UIAA member association), if the regulations of the non-UIAA-related party or a specific agreement provide for.
 - d) only on matters with some connection to the UIAA.
2. The UIAA Court decides on the ethical issues submitted under the UIAA Code of Ethics and Safeguarding policy annex.
3. The UIAA Court will resolve the Conflict-of-Interest issues enumerated in *SOP0205 – Conflict of Interest*.
4. The UIAA Court is also the UIAA World Ice Climbing Appeals body deciding on the decision taken by the World Ice Climbing Disciplinary Committee subject to appeal, except in doping cases.

2. CONSTITUTION

The members of the Court are elected by the General Assembly, in accordance with the Articles of Association (AoA Art 24) for a period of 4 years. Their re-election is possible.

The Court President is elected directly by the General Assembly (AOA Art 24) for a 4-year term. They can be re-elected too.

The President of the UIAA Court must participate and report to the annual UIAA General Assembly; he may participate in the Management Board meetings if invited (*SOP0302 – Expense Reimbursements*).

3. SEAT

The Court is established at UIAA's corporate Seat, i.e. Monbijoustrasse 61, Postfach CH-3000, Bern 14, Switzerland.

4. GENERAL RULES REGARDING THE PROCEEDINGS

4.1. Working Language

The working language of the Court is English. Therefore, any documents and statements submitted to the Court must be in English. All communications will be done in English.

4.2. Court Office

The tasks of the Court Office are assumed by the UIAA Office at its corporate Seat,

Monbijoustrasse 61, Postfach CH-3000, Bern 14, Switzerland. The Office, in its tasks relating to the Court, reports directly to the Court and its President.

4.3. Confidentiality

The members of the Court as well as the staff of the Court Office are bound by a confidentiality obligation and may not disclose any facts or other information regarding the arbitration and other proceedings conducted before the Court.

4.4. Independence and Disclosure

Every Court Member shall be and remain independent of the parties and shall immediately disclose any circumstances likely to affect their independence with respect to any of the parties or participants.

4.5. Challenge of a Court Member

Any challenge of a member of the Court in proceedings shall be sent to the UIAA Office within 10 days after the grounds for challenge become known or should reasonably have become known to the challenging person. Any such challenge shall indicate the grounds of the challenge and include all relevant facts and supporting documents. Any application to challenge a member of the Court Panel shall be decided by the other members of the UIAA Court, after the challenged member has been invited to submit written comments. The decision on the challenge is final and is not subject to appeal. The same procedure will be implemented in case of possible conflict of interest regarding a Court's member.

4.6. Conduct of Proceedings

The proceedings - i.e. the submissions, the consultation among the Court members regarding the arbitration award and any other matter to be decided, and the decisions of the Court, especially the arbitration award, will be conducted in writing (including electronically). In practice, resolutions will be taken by circular resolution, unless the parties explicitly requested otherwise and the Court agrees beforehand.

5. COSTS AND FEES (ARBITRATION AND APPEAL)

5.1. Arbitration Fees and Provisional Costs

The party requesting arbitration must pay an initial fee (see the Annex) to the Court (Court Office), without which the Court will not proceed. This fee will be kept in any case by the Court. The Court shall take it into account when assessing the final amount of costs.

Once the procedure is initiated, the Court will take notice of the matter referred to it and provisionally fix the costs for the dispute, considering the administrative costs and all other expenses which the members of the Court and the Court Office will probably incur while conducting the proceedings, such as telephone costs, costs for secretarial work, travelling costs etc.

Each of the parties must pay half of the amount provisionally fixed into the account of the Court (Court Office), without which the Court will not proceed. Those fees provisionally fixed will be taken into account when the arbitration costs are finally fixed and will be fixed together with the arbitration award.

If it becomes foreseeable that the amount fixed so far will not cover the expected costs, the Court may fix an additional provisional amount from time to time. This additional provisional amount will be taken into account when the arbitration costs are finally fixed.

If one or both parties do not pay the amounts as fixed by the Court in advance, the President will fix another short time limit for the parties to comply with this obligation. In case that the amount fixed is not paid within this time limit — one party being allowed to advance the money for the other party — the Court may rule that the dispute ends with effect *ex tunc*, as if the proceedings had never been initiated.

5.2. Allocation of Costs

As a rule, each party shall bear its own costs, including the costs of its counsel, witnesses, experts and interpreters. The Court may determine that one party shall bear the costs of the other party, be it partly or entirely.

In the arbitral award, the Court shall determine which party shall bear the arbitration costs, or in which proportion the parties shall share them. The Court shall consider the outcome of the proceedings, as well as the conduct and the financial resources of the parties.

If the party(ies) request to be heard by a sole Court member, the Court will take this into account and will consider it as a way to reduce costs.

5.3. Appeal Fees

The party lodging an appeal must pay an initial fee to the Court Office (see Annex), without which the Court will not be seized validly. This fee will be kept in any case by the Court. The Court shall take it into account when assessing the final amount of costs.

5.4. Code of Ethics Complaint Deposit

Any person addressing a complaint or reporting an alleged breach of the UIAA Code of Ethics must make a deposit (see Annex) into the UIAA account (Office), to avoid any abuse. Under Code of Ethics Art 4.7 paragraph 2, the Court President will decide whether the full deposit or part of it will be kept by the UIAA or returned to the denunciator, and under Code of Ethics Art. 4.8. a similar decision will be made by the panel.

6. PANEL

The Court President sets up the Panel of Court member(s) in charge to decide the case.

The dispute, arbitration or appeal shall be submitted to a Panel of three arbitrators, unless the parties have agreed to a Panel composed of a sole Court member. In the absence of any agreement between the parties regarding the number of arbitrators, the Court President decides whether to submit the procedure to a sole arbitrator. The President's decision takes into account the circumstances of the case, including the value in dispute and the ability of people involved to pay fees and costs.

When two or more cases clearly involve the same issues, the Court President may invite the parties to agree to refer these cases to the same Panel; failing any agreement between the parties, the Court President shall decide.

If the President is a member of the Panel, they will chair it; otherwise, they will designate

someone to perform this function, taking into account skills and seniority.

Once the Panel is formed, the Court Office takes notice of the formation and transfers the file to the Panel's members(s), unless none of the parties has paid the requested advance of costs or fees.

7. VOTING MAJORITY IN A PANEL

Each of the Panel members, including the President of the Panel, has one vote.

The decisions of the Panel are taken by majority of votes, unless specifically provided for in these Regulations. In the absence of a majority, the decision shall be made by the President of the Panel alone.

8. PROCEDURE IN GENERAL AND APPLICABLE LAW

The Court shall decide on the dispute according to the provisions of the UIAA; in the absence of adequate provisions, according to the law chosen by the parties; or, in the absence of any agreement between the parties in this respect, according to Swiss substantive law. The parties may authorize the Court to decide *ex aequo et bono*.

The procedure will follow the rules as provided for in these Regulations.

9. REPRESENTATION AND ASSISTANCE

The parties may be represented or assisted by people of their choice. The names, addresses, electronic mail addresses and telephone numbers of the persons representing the parties shall be communicated to the UIAA Court Office, the other party and the Panel after its formation. Any party represented by an attorney or other person shall provide written confirmation of such representation to the Court Office.

10. COMMUNICATION AND NOTIFICATION

All notifications and communications between the Court and the parties shall be made through the Court Office.

All arbitration awards, orders, and other decisions made by the Court shall be notified to the parties through the Court Office by any means permitting proof of receipt.

All communications from the parties intended for the Court have to be sent by courier or electronic mail to the Court Office, failing which they shall be declared inadmissible. The request for arbitration and all written submissions sent by courier must be filed by the parties in one original together with three copies.

The Court Office will distribute the copies to the Panel members.

11.SUBMISSION OF THE REQUEST FOR ARBITRATION AND APPEAL REQUEST

The party intending to submit a reference to arbitration under these Regulations shall file a request with the Court containing:

- its name and full address;
- the name and full address of the Respondent(s);
- the existence, on their part, of a legal or legitimate interest;
- a statement of the facts and legal arguments with reference to the texts supporting the position and a copy of these texts if they are not UIAA regulations;
- a statement of the issue to be submitted to the Court for determination (the Claim);
- In the case of Section 1.1(b), above, a copy of the contract containing the arbitration agreement or of any document providing for arbitration in accordance with these Regulations.
- any request regarding the holding of a possible hearing.
- its file of documents with inventory.
- full information on assistance and representation as in Section 9, above.

The same rules apply for the appeal requests, except the copy of the contract, to be replaced by the decision undertaken.

12.FURTHER PROCEEDINGS

The Court shall communicate the request to the Respondent and invite the Respondent to state its position in a time limit as at Section 14 below. Respondents' answer shall contain:

- a statement of defence, facts and legal arguments;
- any counterclaim;
- any request regarding the holding of a possible hearing;
- his file of documents with inventory;
- full information on assistance and representation as in Section 9, above.

The Court will proceed, if necessary, by holding hearings and taking evidence by means of documents or by witness(es).

13.HEARINGS AND EVIDENCE

The parties shall be granted the right to be heard, the right to present evidence, the right to inspect the evidence underlying a decision, the right to access files and the right to a reasoned decision in the event a sanction is imposed.

As a rule, the UIAA Court may take into consideration any kind of evidence deemed appropriate. The Court shall determine the admissibility, relevance, materiality and weight of evidence at its discretion.

The UIAA Court may, on its own initiative or at the request of a party, summon all persons and parties concerned to attend a hearing. Unless otherwise decided by the Panel, hearings shall take place by videoconference and shall be confidential and not open to the public.

14. TIME LIMITS

14.1. Calculation of Time Limits

The time limits fixed under the present Regulations, and all other UIAA rules where another time limit is not specified, shall begin on the day after notification is received. Official holidays and non-working days are included in the calculation of time limits. The time limits fixed under these Regulations are respected if the communications by the parties are sent before midnight, local time of their own domicile or, if represented, of the domicile of their main legal representative, on the last day on which such time limits expire. If the last day of the time limit is an official holiday or a non-business day in the location from where the document is to be sent, the time limit shall expire at the end of the first subsequent business day.

14.2. Extension of Time Limits

Upon application on justified grounds and after consultation with the other party (or parties), either the President of the Panel or, if they have not yet been appointed, the President of the Court, may extend the time limits provided in these Regulations, with the exception of the time limit for the filing of the statement of appeal, if the circumstances so warrant and provided that the initial time limit has not already expired. Except for the time limit for the statement of appeal, any request for a first extension of time of a maximum of ten days can be decided by the President of the Court without consultation with the other party (-ies).

14.3. Suspension of Proceedings

The Panel or, if it has not yet been constituted, the President of the Court may, upon application on justified grounds, suspend an ongoing arbitration for a limited period of time.

14.4. Fixing of Time Limits

The President of the Court or the President of the Panel, if already appointed, will fix the time limits in which submissions of the parties or other procedural measures must take place. Upon request of the parties, based on reasonable grounds and submitted to the Court before expiration of the time limit, that President can extend such time limit.

14.5. Effect of Non-Compliance

After expiration of the time limit fixed without the parties having complied with it, the Court may nonetheless proceed further and take a decision.

14.6. Time Limit for Appeal

In the absence of another time limit set in any UIAA regulations, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The President of the Court shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the President of the Court or the President of the Panel, if a Panel has already been constituted, to terminate it if the statement of appeal is late. The President of the Court or the President of the Panel renders their decision after considering any submission made by the other parties.

15.CONCILIATION

The President of the Court or the President of the Panel, if a Panel has already been constituted, may at any time seek to resolve the dispute by conciliation. Any settlement may be embodied in an arbitral award rendered by consent of the parties.

16.PROVISIONAL MEASURES.

The Court, either on its own initiative or at the request of parties to the proceedings, can confirm or set provisional measures until notification of its decision.

17.JOINDER AND INTERVENTION, THIRD PARTY NOTICE

A third party may only participate in the arbitration if it is bound by the arbitration agreement or if it and the other parties agree in writing.

The same applies, if a Respondent intends to cause a third party to participate in the arbitration (third party notice).

If a third party intends to participate as a party to the arbitration, it shall file with the Court an application to this effect, together with the reasons therefore within 10 days after the arbitration has become known to the third party but before the hearing or before the closing of the evidentiary proceedings if no hearing is held. The Court Office shall communicate a copy of this application to the parties and set a time limit for them to express their position on the participation of the third party and to file, to the extent applicable, an answer

18.AWARD

The award shall be written, dated and signed, or confirmed by an exchange of emails, between the Panel's members. Unless the parties agree otherwise, it shall briefly state reasons.

19.APPEAL

Any appeal to any other Court — be it an ordinary State Court, or the Court of Arbitration for Sport (CAS) or another Court — will be subject to that Court's applicable law.

The time limit to lodge an appeal is fixed above in Section 14 of these Regulations.

20.PROCEDURE IN CASE OF UNSOLVED CONFLICTS OF INTERESTS

The Executive Committee and Management Board are responsible for defining and acting on consequences of conflicts. Where and if necessary, the Court shall be consulted to decide on the existence and consequences of conflicts. For more information, see *SOP0205 – Conflict of Interest*.

The UIAA President or General Secretary will transfer the case to the President of the Court via the UIAA Office. The Court President will organize the proceedings under the usual rules as above.

The decision in any matter referred to the UIAA Court under Chapter 4 of *SOP0205 – Conflict of Interest* shall be final and binding on the UIAA and the person(s) concerned, and there shall

be no further appeal.

21.PROCEDURES UNDER THE UIAA SAFEGUARDING POLICY.

The UIAA may, as appropriate, take into account and/or recognize criminal convictions and/or other decisions imposed by public authorities or other Sports Governing Bodies in respect of equivalent offences. However, the standard of proof in criminal matters is usually “beyond reasonable doubt” whereas the standard of proof in cases arising from the UIAA Safeguarding Policy is the balance of probabilities.

The investigation procedures are conducted by the UIAA designated Safeguarding Officer. Where a decision is taken to charge a person with misconduct for a breach of Safeguarding Policy, the matter shall be referred to the UIAA Court. Nevertheless, the Safeguarding Officer can wait until the final outcome of any related criminal or civil proceedings before making any decision to refer. If the Court has already taken up the case, it may stay the proceedings until this outcome.

The UIAA Court shall have jurisdiction to decide on alleged breaches of the policy in the first instance, including in respect of provisional measures such as suspensions.

The possible sanctions and measures are enumerated in Article 9.1 of the UIAA Safeguarding Policy.

An appeal against the Court's decision in this matter may be lodged with the CAS according to the ordinary procedure described elsewhere in this document.

22.PROCEDURES UNDER THE UIAA CODE OF ETHICS

The UIAA Court refers to the procedural rules as enough described in the “UIAA Code of Ethics” as adopted by the UIAA General Assembly in Mongolia on 6 October 2018.

The following rules are included:

* Only the persons who are alleged to have committed a violation of the provisions of the Code and against whom proceedings have been initiated shall be considered as parties before the UIAA Court (Code of Ethics Article 4.1).

* If the complaint or denunciation is deemed to be manifestly groundless, the President of the UIAA Court shall decide not to initiate proceedings (Code of Ethics Article 4.7).

23.LIABILITY

Neither the President of the Court, the Court members nor any staff of the Court Office shall be liable to any person, or association or body for any act or omission in connection with any Court procedure.

24.LIST OF RELATED DOCUMENTS

- SOP0205 – Conflict of Interest
- SOP0302 – Expense Reimbursements

**UIAA****International Climbing and Mountaineering Federation**
UNION INTERNATIONALE DES ASSOCIATIONS D'ALPINISME

HISTORY

Version number	Valid from (date)	Description, comment
V01	NA	Court Statutes, old format
V02	1 October 2026	New name, new format, adapted to actual UIAA SOP format
V02		Approved by the Court members on 27 August 2026

ANNEX: FEES

The fees listed below must be paid in case of complaint or appeal to the Court (see above Chapters 5):

	Type of complaint / report / appeal	Amount (CHF)
1	Initial fee for arbitration by the UIAA Court (Chapter 5.1)	800
2	Deposit for a complaint or for reporting an alleged breach of the UIAA Code of Ethics (Chapter 5.4)	300
3	Appeal before the UIAA court (e.g.: from member federations) (Chapter 5.3)	200

Other fees (World Ice Climbing, WIC):

	World Ice Climbing / appeal	Amount (CHF)
a)	WIC "field of play appeal" fee: • The Court is not involved • The WIC Disciplinary Committee is not involved • The fee will be refunded if the appeal is upheld/approved by the Jury president on the field of play	50
b)	WIC "appeal outside the field of play" fee: • The Court is not involved • The WIC disciplinary Committee will deal with the appeal • The fee is non-refundable	100