

ARBITRAL AWARD

(BAT 1685/21)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Mr. Clifford J. Hendel

in the arbitration proceedings between

Mr. Andrew James “A.J.” Ogilvy

- Claimant 1 -

Turning Point Management
PO Box 624, Castle Hill, NSW 1765 Australia

- Claimant 2 -

both represented by Mr. Howard Jacobs, attorney at law

vs.

Iraklis Basketball Club
Ivanofio Indoor-Fitnessstudio, 3. September & Ag. Dimitrio, Thessaloniki, Greece

- Respondent -

represented by Mr. Theodoros Drakopoulos, President of the Club

AWARD

Upon providing all parties with an opportunity to be heard, having examined his jurisdiction and considered the factual and legal arguments as well as the requests for relief submitted in this case, the Arbitrator decides as follows:

- 1. Iraklis Basketball Club shall pay Mr. Andrew James Ogilvy USD 9,130.50 net of all taxes, social (employer and employee) charges, bank fees and other costs, as overdue salaries, plus interest on such amount at 5% per annum, until payment. The interest shall start to accrue as from the following dates:**
 - **26 March 2020 regarding the USD 4,315.25 corresponding to the salary of March 2020; and**
 - **26 April 2020 regarding the USD 4,815.25 corresponding to the salary of April 2020.**
- 2. Iraklis Basketball Club shall pay Turning Point Management USD 913.05 net, as overdue agent's fee, plus interest on such amount at 5% per annum, from 26 March 2020 until payment.**
- 3. The costs of this arbitration until the present Award, which were determined by the President of the BAT to be in the amount of EUR 3,987.50, shall be borne by Iraklis Basketball Club alone. Accordingly, Iraklis Basketball Club shall pay an amount of EUR 3,987.50 jointly to Mr. Andrew James Ogilvy and Turning Point Management. The balance of the advance on costs in the amount of EUR 512.50 will be reimbursed jointly to Mr. Andrew James Ogilvy and Turning Point Management by the BAT.**
- 4. Iraklis Basketball Club shall pay Mr. Andrew James Ogilvy and Turning Point Management jointly EUR 5,500.00 as a contribution to their legal fees and expenses (including the non-reimbursable handling fee).**
- 5. Any arbitration costs associated with a Request for Reasons (see attached Notice) shall be advanced and borne by the requesting party.**
- 6. Any other or further-reaching requests for relief are dismissed.**



BASKETBALL
ARBITRAL TRIBUNAL

Geneva, seat of the arbitration, 26 October 2021

Clifford J. Hendel
(Arbitrator)

Notice about Request for Reasons

in accordance with Articles 16.2 and 16.3 of the BAT Rules (version of 1 December 2019):

“16.2 By agreeing to submit their dispute to arbitration under these Rules, the parties agree that, subject to Article 16.3, the Arbitrator shall issue an award without reasons if the sum in dispute does not exceed EUR 50,000.

16.3 In cases falling under Article 16.2, the Arbitrator shall issue an award with reasons (which shall substitute in full for any previously-issued award without reasons) only if

- a) a party (i) files a request to that effect at any stage from when the Request for Arbitration is filed until no later than ten (10) days after the notification of the award without reasons, and (ii) pays, within the deadline set by the BAT Secretariat, an amount of EUR 3,000 into the bank account indicated in Article 17.1, failing which the request shall be deemed withdrawn; or*
- b) the BAT President determines in his sole discretion, before the award is issued, that it shall be rendered with reasons, taking into account the issues raised by the case as well as the public interest in a sufficient body of publicized awards with reasons.”*

Please note that the time limit for payment of the amount of EUR 3,000.00, in accordance with Article 16.3(a) of the BAT Rules, will be set by the BAT Secretariat upon receipt of the request for reasons, if any.