

ARBITRAL AWARD

(BAT 1965/23)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Ms. Amani Khalifa

in the arbitration proceedings between

I.N.T.L Network Sports Ltd

10, Vasilissis Freiderikis, 1st Floor, Nicosia, Cyprus

- Claimant -

represented by Ms. Giannoula Papavasileiou, attorney at law,

vs.

Galatasaray Spor Kulübü Derneği

Ali Sami Yen Spor Kompleksi, NEF Stadyumu - Seyrantepe,
34485 Sarıyer - İstanbul, Turkey

- Respondent -

represented by Mr. Süleyman Anıl Özgüç, attorney at law,

1. The Parties

1.1 The Claimant

1. The Claimant is I.N.T.L Network Sports Ltd, a professional basketball agent based in Cyprus (the “Claimant”).

1.2 The Respondent

2. The Respondent is Galatasaray Spor Kulübü, a professional basketball club located in Turkey (the “Respondent” and together with the Claimant, the “Parties”).

2. The Arbitrator

3. On 15 May 2023, Prof. Ulrich Haas, the President of the Basketball Arbitral Tribunal (the “BAT”), appointed Ms. Amani Khalifa as arbitrator (hereinafter the “Arbitrator”) pursuant to Article 8.1 of the Rules of the Basketball Arbitral Tribunal in force as from 1 January 2022 (hereinafter the “BAT Rules”). Neither of the Parties has raised any objections to the appointment of the Arbitrator or to her declaration of independence.

3. Facts and Proceedings

3.1 Summary of the Dispute

4. The relevant facts and allegations presented in the written submissions and evidence are summarised below. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows.
5. Although the Arbitrator has considered all the facts, allegations and evidence submitted in the present proceedings, she refers in this Award only to those necessary to explain her reasoning. The remaining facts are subsumed in the analysis.

6. On 15 June 2022, the Claimant and the Respondent entered into a Club-Agency Transfer Agreement (“the Agreement”), whereby the Claimant assisted the Respondent to acquire the rights of _____ (the “Player”) from the club Ionikos Basket Kae (“Ionikos”) with which the Player was contracted.

7. The key terms of the Agreement are as follows:

8. Article 1 provides as follows:

“[...] In this regard the Agency has made all arrangements including paid any requested amounts to Ionikos for the release of the Player”

9. Article 2 provides as follows:

“The Club accepts and understands that the Agency's services are considered fully provided and all compensation fully earned with only condition that Ionikos releases the Letter of Clearance of the Player to the Club once requested.”

10. Article 3 provides as follows:

“In consideration of the services provided by the Agency, the Club will pay the amount of 110.000 Euro (one hundred ten thousand euro) to the Agency in the following payment plan:

- a. 40.000 Euro no later than 1 September 2022*
- b. 40.000 Euro no later than 1 August 2023*
- c. 30.000 Euro no later than 1 August 2024”*

11. Article 5 provides as follows in relation to the pre-requisite for payments:

“The Club agrees that there is no other pre-requisite for the payments to become due and payable other than the letter of clearance being released and the said payments will survive any termination for any reason or expiration of any agreement between the Player and the

Club. By the way, The [sic] Agency declared and guaranteed that, Ionikos Basket Kae will release the Letter of Clearance of the Player by September 1 2022, at the latest. In case, Ionikos Basket Kae does not authorize the Federation to deliver the Letter of Clearance of the Player on or before September 1 2022, The [sic] Club will not make any payment to the Agency, and it shall compensate any loss/damage that the Club may suffer due to such act not in compliance by the Agency.”

12. Article 7 provides as follows in relation to late payments:

“In case any payments of this Agreement are delayed for more than 20 days, the Agency must serve a written notice to the Club and grant a deadline of at least ten calendar days for the execution of the payment of unpaid amount(s). In such a case, if the Club fails to execute the payment of the unpaid amount(s) within the deadline granted by the Agency, then the Agency will be entitled to declare this Agreement breached in which case all amounts become immediately due and payable and the Agency can move on to collect them through arbitration.”

13. On 26 August 2022, Ionikos released the Letter of Clearance with regards to the Player.
14. On 24 February 2023, the Claimant’s internal legal department sent the Respondent an email noting that no payments had been made pursuant to the Agreement and seeking payment of the amount of EUR 40,000.00 by 10 March 2023. In this correspondence, the Claimant notes that if payment is not received by this date, the Agreement will be considered breached and the full amount of EUR 110,000.00 will become immediately due and payable, and that they will proceed to pursue their claims before the BAT, including potential legal fees and interest.
15. On 9 March 2023, the Claimant’s internal legal department sent the Respondent a further email seeking payment of the first instalment and on the same terms as set out above. The Claimant provided until 20 March 2023 for payment to be made.

16. The Respondent did not respond to the Claimant's written notices, nor make any payment of the outstanding amounts.

3.2 The Proceedings before the BAT

17. On 28 April 2023, the Claimant filed a Request for Arbitration in accordance with the BAT Rules and the non-reimbursable handling fee in the amount of EUR 4,000.00 was received in the BAT bank account on 29 March 2023.
18. On 17 May 2023, the BAT Secretariat: (a) confirmed receipt of the Request for Arbitration and the non-reimbursable handling fee of EUR 4,000.00; (b) notified the Parties of the Arbitrator's appointment; (c) invited the Respondent to file its Answer to the Request for Arbitration in accordance with Article 11.4 of the BAT Rules by no later than 7 June 2023; and (d) fixed the amount of the Advance on Costs to be paid by the Parties by no later than 30 May 2023 as follows:

<i>"Claimant (I.N.T.L. Network Sports Ltd.)</i>	<i>EUR 4,500.00</i>
<i>Respondent (Galatasaray Spor Kulubu)</i>	<i>EUR 4,500.00"</i>

19. On 7 June 2023, the Respondent submitted its Answer to the Request for Arbitration.
20. On 13 June 2023, the BAT Secretariat: (a) confirmed receipt of EUR 4,500.00 towards the Claimant's share of the Advance on Costs; (b) noted that the Respondent failed to pay its share of the Advance on Costs; (c) invited the Claimant to pay the Respondent's share of the Advance on Costs, i.e., EUR 4,500.00 by 20 June 2023; and (d) confirmed receipt of the Respondent's Answer to the Request for Arbitration dated 7 June 2023.
21. On 11 July 2023, the BAT Secretariat confirmed receipt of EUR 4,500.00 from the Claimant towards the Respondent's share of the Advance on Costs. Moreover, in accordance with Article 12.1 of the BAT Rules, the exchange of submissions was closed and the Parties were granted a deadline until 18 July 2023 to set out how much of the

applicable maximum contribution to costs should be awarded to them and why, and to include a detailed account of their costs, including any supporting documentation in relation thereto.

22. The Respondent and Claimant filed their costs submissions on 14 July 2023 and 18 July 2023, respectively.

4. The Positions of the Parties

4.1 The Claimant's Position

4.1.1 Principal amount

23. The Claimant's position is simple. The Claimant alleges that the Respondent failed to make payment of EUR 40,000.00 by 1 September 2022. It engaged in several phone calls with the Respondent to no avail. Pursuant to article 7 of the Agreement, the Claimant then sent two written notices to the Respondent on 24 February 2023 and 9 March 2023 respectively. These notices afforded two opportunities for the Respondent to settle this payment, and put the Respondent on notice that the Claimant would proceed to arbitration if this amount remains unpaid.
24. The Respondent did not respond to these written notices nor make payment of the first instalment of EUR 40,000.00 within the time frame stipulated in these notices.
25. The Claimant relies on these written notices to support the contention that pursuant to article 7 of the Agreement, the Respondent's failure to make payment of the outstanding EUR 40,000.00 triggers the consequence that the Claimant will be entitled to declare the Agreement breached, and all amounts become due and payable and can be claimed in arbitration.
26. Accordingly, the Claimant claims EUR 110,000.00 in unpaid agency fees.

4.1.2 Interest

27. The Claimant claims that the “*traditional*” BAT interest rate of 5% *per annum* should not apply due to “*financial developments globally and also in the locations of the parties involved in this arbitration*” including inflation. The Claimant maintains that if an interest rate of 5% *per annum* is awarded, then its loss would not be adequately compensated. The Claimant refers to EU directive 20117/EU which applies to delayed payments in support of its claim that the application of a higher interest rate is fair and reasonable.
28. The Claimant seeks interest at a rate of 11.5% p.a. on the principal sums claimed from the Agreement as follows:

<i>Principal</i>	<i>Interest period</i>
EUR 40,000.00	1 November 2022 until full payment
EUR 70,000.00	26 May 2023 until full payment

4.1.3 Claimant’s Request for Relief

29. The Claimant’s request for relief states:

“Claimant’s request:

- A. 110.000 (one hundred ten thousand) euro net of any taxes**
- B. Interest of 1.841 euro up to date (11.5% on 40.000 euro starting 1 November 2022)**
- C. 11,5% interest on the amount of 40.000 from today until payment**

D. 11.5% interest on the amount of 70.000 starting 26 May (2 months from filling) until payment.

E. Non reimbursable handling fee

F. Court fees as decided by the court.

G. Attorney's fees and expenses

*Total amount in dispute: **111.841 euro***

(Excluding interest amounts after filling & legal/arbitral costs)"

4.2 Respondent's Position

4.2.1 Principal amount

30. The Respondent's position is also relatively straight forward. It does not dispute the facts asserted by the Claimant, and at paragraph 6 of its Response to the Request for Arbitration, acknowledges that it received two written notices from the Claimant, and that EUR 110,000.00 is due and payable pursuant to article 7 of the Agreement.
31. Instead, the Respondent submits that it has failed to fulfil its payment obligations due to financial problems that have resulted from currency fluctuations whereby the Turkish Lira has depreciated against the Euro, and that these are unexpected developments that "*must be considered as force majeure*".
32. By way of example, the Respondent purports to illustrate that the EUR - TRK rate was 1 to 18.08 on 15 June 2022 (date of signing the Agreement), 1 to 18.22 on 1 September 2022 (date for payment of the first instalment), 1 to 19.96 on 24 February 2023 (date of the first written notice) and 1 to 19.98 on 9 March 2023 (date of the second written notice).

33. The Respondent declares that these unexpected developments have resulted in it *“fail[ing] to fulfil some of its payment obligation for the first instalment”*.
34. It then goes on to say, that due to the *force majeure* event, the second and third instalments could not become due and payable, and only the first instalment of EUR 40,000.00 can be claimed.

4.2.2 Interest

35. The Respondent rejects the higher interest rate sought by the Claimant of 11.5%, and states that *“there is no such precedent of BAT which has been awarded %11,5 interest rate”*.

4.2.3 Respondent’s Request for Relief

36. The Respondent’s request for relief states:

“11. The Respondent respectfully requests the BAT to order that:

Due to the force majeure event, The [sic] Claimant does not have the right to claim total amount (110.000 Euros) and interest until the force majeure circumstance have disappeared.

OR ALTERNATIVELY:

12. In the unlikely event that if this Tribunal decides that The [sic] Claimant is entitled to claim the fee, The [sic] Respondent respectfully request [sic] from the BAT to order only first instalment of the payment (40.000 Euros) and %5 rate of interest.

13. In any event, the Respondent respectfully requests the BAT to order that the Claimants shall cover the legal and other costs of the Respondent in the present proceedings.”

5. The jurisdiction of the BAT

37. Pursuant to Article 2.1 of the BAT Rules, “[t]he seat of the BAT and of each arbitral proceeding before the Arbitrator shall be Geneva, Switzerland”. Hence, this BAT arbitration is governed by Chapter 12 of the Swiss Act on Private International Law (PILA).
38. The jurisdiction of the BAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the parties.
39. The Arbitrator finds that the dispute referred to her is of a financial nature and is thus arbitrable within the meaning of Article 177(1) PILA.¹
40. The jurisdiction of the BAT over the dispute results from the arbitration clause contained under article 9 of the Agreement, which reads as follows:

“Any dispute arising from or related to the present Agreement shall be submitted to the Basketball Arbitral Tribunal (hereinafter referred to as the “BAT”) in Geneva, Switzerland and shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT President. The seat of arbitration shall be Geneva, Switzerland. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law (PIL), irrespective of the parties’ domicile. The language of the arbitration shall be English. The arbitrator shall decide on the dispute ex aequo et bono.”

41. The Agreement is in written form and thus the arbitration agreement fulfils the formal requirements of Article 178(1) PILA.

¹ Decision of the Federal Tribunal 4P.230/2000 of 7 February 2001 reported in ASA Bulletin 2001, p. 523.

42. With respect to substantive validity, the Arbitrator considers that there is no indication in the file that could cast doubt on the validity of the arbitration agreement under Swiss law (referred to by Article 178(2) PILA).
43. The jurisdiction of BAT over the Player's claim arises from the Agreement. The wording "[a]ny dispute arising from or related to the present Agreement [...]" clearly covers the present dispute. In addition, the Respondent has not mounted any jurisdictional challenge.
44. For the above reasons, the Arbitrator has jurisdiction to adjudicate the Claimant's claim.

6. Discussion

6.1 Applicable Law – *ex aequo et bono*

45. With respect to the law governing the merits of the dispute, Article 187(1) PILA provides that the arbitral tribunal must decide the case according to the rules of law chosen by the parties or, in the absence of a choice, according to the rules of law with which the case has the closest connection. Article 187(2) PILA adds that the parties may authorize the Arbitrators to decide "*en équité*" instead of choosing the application of rules of law. Article 187(2) PILA is generally translated into English as follows:

"the parties may authorize the arbitral tribunal to decide ex aequo et bono".

46. Under the heading "*Law Applicable to the Merits*", Article 15 of the BAT Rules reads as follows:

"15.1 The Arbitrator shall decide the dispute ex aequo et bono, applying general considerations of justice and fairness without reference to any particular national or international law.

15.2 If, according to an express and specific agreement of the parties, the Arbitrator is not

authorised to decide ex aequo et bono, he/she shall decide the dispute according to the rules of law chosen by the parties or, in the absence of such a choice, according to such rules of law he/she deems appropriate. In both cases, the parties shall establish the contents of such rules of law. If the contents of the applicable rules of law have not been established, Swiss law shall apply instead.”

47. In article 9 of the Agreement quoted above at paragraph 40, the Parties have explicitly directed and empowered the Arbitrator to decide this dispute *ex aequo et bono* without reference to any other law. Consequently, the Arbitrator shall decide *ex aequo et bono* the issues submitted to her in this proceeding.
48. The concept of “*équité*” (or *ex aequo et bono*) used in Article 187(2) PILA originates from Article 31(3) of the Concordat intercantonal sur l’arbitrage² (Concordat)³, under which Swiss courts have held that arbitration “*en équité*” is fundamentally different from arbitration “*en droit*”:

“When deciding ex aequo et bono, the Arbitrators pursue a conception of justice which is not inspired by the rules of law which are in force and which might even be contrary to those rules.”⁴

49. This is confirmed by Article 15.1 of the BAT Rules in fine, according to which the Arbitrator applies “*general considerations of justice and fairness without reference to any particular national or international law*”.

² That is the Swiss statute that governed international and domestic arbitration before the enactment of the PILA (governing international arbitration) and, most recently, the Swiss Code of Civil Procedure (governing domestic arbitration).

³ P.A. Karrer, Basler Kommentar, No. 289 ad Art. 187 PILA.

⁴ JdT 1981 III, p. 93 (free translation).

50. In light of the foregoing considerations, the Arbitrator makes the findings below.

6.2 Findings

6.2.1 Claimant's unpaid amounts

51. As a starting point, the Arbitrator notes that it is undisputed that the amounts claimed in this arbitration have not been paid by Respondent. Having reviewed the contract at issue here, nothing casts doubt on the validity of the Agreement nor the existence of the Respondent's obligation to pay the Claimant for the agency services it provided.
52. Article 7 of the Agreement specifically states that in the event of payments being delayed for more than 20 days, the Claimant must serve a written notice to the Respondent and grant a deadline of at least ten calendar days for the execution of the payment of unpaid amount(s). If payment is still not made, "*all amounts become immediately due and payable*". The Claimant provided two opportunities for the Respondent to make payment of the first instalment, the first on 24 February 2023 and the second on 9 March 2023. The Claimant was in fact being very generous with this, as it could have pursued its claim in arbitration once the first written notice lapsed. However, it provided the Respondent a further opportunity to make payment of the first instalment.
53. Given that no payment was made within 10 days of either written notice, the consequences of the non-payment prescribed in Article 7 of the Agreement were triggered, calling for the immediate maturity of all amounts. Whilst the Respondent uses the words "[t]he Respondent has failed to fulfil some of its payment obligation for the first instalment," the Arbitrator considers that the inclusion of the words "some of" is erroneous, as it has not made any contribution towards the first instalment.
54. The Respondent agrees with the facts as put forward by the Claimant and concedes that EUR 110,000.00 is due and payable.

55. To justify its non-payment, the Respondent maintains that it is suffering financial difficulties because of the decrease of the value of the Turkish Lira in relation to the Euro (the currency in which it is required to pay the Claimant), and that this is a *force majeure* event.
56. The Arbitrator accepts that the Respondent may well have suffered financial difficulties as a consequence of fluctuations in the Euro / Turkish Lira exchange rate. However, it is a settled principle of BAT case law that financial hardship cannot justify the non-payment of a debt.
57. The Arbitrator disagrees that a fluctuation in the exchange rates is an “*unexpected development*” as alleged by the Respondent. Currency fluctuations vary in scale but are relatively common occurrences, and the decline of the Turkish Lira against the Euro has been in progress for a considerable time.⁵ In particular, the Arbitrator notes that the Respondent has been the respondent to a number of claims in which it has unsuccessfully attempted to rely on the depreciation of the Turkish Lira to relieve it from its contractually agreed payment obligations.⁶ It should thus be well aware of the risks that ensue from making payment in a foreign currency and the settled principles of BAT case law that apply.
58. The risk of currency fluctuations was one that the Respondent accepted in agreeing to pay the Claimant in Euros; it is not a defence to the Respondent’s failure to pay the sums that the Claimant is contractually entitled to or any sums at all. In accordance with BAT

⁵ See, e.g. www.xe.com, reflecting the historic exchange rates for the EUR and TRY.

⁶ See, e.g. BAT 1015/17, BAT 1187/18, BAT 1210/18, BAT 1273/18, BAT 1321/19 and BAT 1324/18.

case law, exchange rate fluctuations will generally not affect a party's payment obligations under an employment contract.⁷ As stated by the arbitrator in BAT 1187/18 (at paragraph 37): “[...] *Absent any agreement to the contrary, the debtor principally bears the risk of a detrimental development of exchange rates when he agrees to pay the obligor in a foreign currency. [...]*” Accordingly, the Respondent was not entitled to withhold the Claimant's payments on the basis of currency fluctuations.

59. The Respondent has, by way of example, provided the EUR - TRY exchange rate for various points in time. The relevant date to examine the exchange rate was the date that payment was due i.e., 1 September 2022, not the date of the written notices. There was only a slight difference between the change in the rate from signing the Agreement to the date of payment was due, and so the Respondent's argument is misplaced.
60. As regards to the Respondent's argument that this is a *force majeure* event, there is no provision in the Agreement for *force majeure*, and the Respondent did not cite any BAT jurisprudence nor submit any explanation as to why it should not be bound by the express risk allocation provision in the Contract, or why the Arbitrator should depart from the principle of *pacta sunt servanda*.
61. In any event, for *force majeure* to apply, the Respondent would need to establish a causal link between the extraordinary, unavoidable and unforeseeable event and impossibility of performance. The Respondent has failed to demonstrate that there was an unforeseeable and fundamental change in the economic circumstances to warrant a deviation from the agreed allocation of risk.

⁷ See, e.g. BAT 1187/18 and BAT 1373/19.

62. Accordingly, the Arbitrator finds that the Respondent's attempt to rely on *force majeure* must fail, and thus the entirety of the agency fee is due and payable, as this was triggered by the Respondent's non-payment as set out above.
63. The Arbitrator finds that the Respondent has failed to pay the Claimant its claimed agency fees totalling EUR 110,000.00 under the Agreement and that it is now liable to pay that amount to it. The Agreement does not explicitly provide for the claimed agency fee payments to be paid net of taxes. Therefore, despite the fact that the Claimant consistently requested "net" payments in its submissions and written notices, the Arbitrator finds that this is the gross sum due to the Claimant.

6.2.2 Interest

64. As set out in more detail at paragraph 27-28 above, in section C of the Request for Arbitration, the Claimant also claims interest at a rate of 11.5% per annum.
65. Whilst the Agreement does not provide for any obligation by the Respondent to pay interest in case of a non-payment, it is a generally accepted principle embodied in most legal systems and reflected in BAT case law that default interest can be awarded even if the underlying agreement does not explicitly provide for an obligation to pay interest. It has been consistently held in previous BAT cases that interest on unpaid sums at a rate of 5% *per annum* can be imposed starting from the day following the day the relevant payment fell due if the Claimant has pursued their claim diligently. Otherwise, interest at this rate can be imposed from the date of the Request for Arbitration.
66. The Claimant has sought to deviate from this position on the basis that the financial developments globally and the interest rates set by the European Central Bank and the Turkish Central Bank (the locations of the Claimant and the Respondent respectively) would reflect a loss of value for the amounts owed if the "traditional" 5% interest is awarded. The Claimant has provided documentation providing historic interest rates and

average interest rates to justify its claim.

67. The Arbitrator finds such a rate sought by the Claimant to be unreasonably and disproportionately high, unjustified, and not consistent with BAT awards to date. If the parties have not agreed a specific interest rate, the Arbitrator prefers not to take recourse to national interest rates but to follow the established BAT jurisprudence and apply the same interest rate of 5% in line with other international basketball contracts.
68. Whilst interest on unpaid sums can generally be imposed starting from the day after the date the payment fell due until the date of full payment, due to the principle of *ne ultra petita*, interest can only be awarded as from the dates set out in the claim by the Claimant. The Arbitrator considers it just and proportionate that interest of 5% *per annum* be applied on only the principal sums as follows:
- EUR 40,000.00 from 1 November 2022 until full payment; and
 - EUR 70,000.00 from 26 May 2023 until full payment.

7. Costs

69. In respect of determining the arbitration costs, Article 17.2 of the BAT Rules provides as follows:

“At the end of the proceedings, the BAT President shall determine the final amount of the arbitration costs, which shall include the administrative and other costs of the BAT, the contribution to the BAT Fund (see Article 18), the fees and costs of the BAT President and the Arbitrator, and any abeyance fee paid by the parties (see Article 12.4). [...]”

70. On 7 September 2023, the BAT President determined the arbitration costs in the present matter to be EUR 6,975.00.

71. As regards the allocation of the arbitration costs as between the Parties, Article 17.3 of the BAT Rules provides as follows:

“The award shall determine which party shall bear the arbitration costs and in which proportion. [...] When deciding on the arbitration costs [...], the Arbitrator shall primarily take into account the relief(s) granted compared with the relief(s) sought and, secondarily, the conduct and the financial resources of the parties.”

72. Considering that Claimant was the prevailing party in this arbitration (other than in relation to part of its interest claim), it is consistent with the provisions of the BAT Rules that the fees and costs of the arbitration be borne by the Respondent alone, and that it be required to cover its own legal fees and expenses.

73. Given that the Claimant paid the entire Advance on Costs in the amount of EUR 9,000.00 (of which EUR 2,025.00 will be reimbursed to the Claimant by the BAT), the Respondent shall reimburse EUR 6,975.00 to the Claimant.

74. In relation to the Parties’ legal fees and expenses, Article 17.3 of the BAT Rules provides that

“as a general rule, the award shall grant the prevailing party a contribution towards any reasonable legal fees and other expenses incurred in connection with the proceedings (including any reasonable costs of witnesses and interpreters). When deciding [...] on the amount of any contribution to the parties’ reasonable legal fees and expenses, the Arbitrator shall primarily take into account the relief(s) granted compared with the relief(s) sought and, secondarily, the conduct and the financial resources of the parties.”

75. Moreover, Article 17.4 of the BAT Rules provides for maximum amounts that a party can receive as a contribution towards its reasonable legal fees and other expenses. In this case, the maximum amounts that the Claimant can claim is EUR 10,000.00.

76. The Claimant claims legal fees in the amount of EUR 10,000.00 plus expenses of EUR 1,500.00 for settlement of general expenses. In its prayers for relief, the Claimant also claims the non-reimbursable handling fee of EUR 4,000.00.
77. The Arbitrator considers EUR 10,000.00 for legal fees to be excessive given the relatively simple nature of the claim, the facts being largely undisputed, and noting that the underlying facts and documentation in this case had little complexity. Further, there is no substantiation for the fees, rather they are expressed as a “*standard minimum fee*”. No breakdown is provided. In the circumstances, the Arbitrator considers that these fees (including any lump sum for expenses) should be reduced and that EUR 4,000.00 would be more reasonable and proportionate.
78. Taking into account the factors required by Article 17.3 of the BAT Rules, the maximum awardable amount prescribed under Article 17.4 of the BAT Rules, the fact that the non-reimbursable handling fee in this case was EUR 4,000.00, and the specific circumstances of this case, the Arbitrator therefore holds that a total of EUR 8,000.00 represents a fair and equitable contribution by the Respondent to the Claimants’ legal fees and expenses while the Respondent has to bear its own legal fees and expenses.
79. In summary, therefore, the Arbitrator decides that in application of Articles 17.3 and 17.4 of the BAT Rules:
- (i) the BAT shall reimburse EUR 2,025.00 to the Claimant, being the difference between the costs advanced by the Claimant and the arbitration costs fixed by the BAT President;
 - (ii) the Respondent shall pay EUR 6,975.00 to the Claimant, being the difference between the costs advanced by it and the amount it is going to receive in reimbursement from the BAT; and



BASKETBALL
ARBITRAL TRIBUNAL

- (iii) the Respondent shall pay to the Claimant EUR 8,000.00 for legal fees and other expenses (including the non-reimbursable handling fee).

8. AWARD

For the reasons set forth above, the Arbitrator decides as follows:

- 1. Galatasaray Spor Kulübü shall pay I.N.T.L Network Sports Ltd EUR 40,000.00 gross, as compensation for unpaid agency fees, plus interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 1 November 2022 until payment in full.**
- 2. Galatasaray Spor Kulübü shall pay I.N.T.L Network Sports Ltd EUR 70,000.00 gross, as compensation for unpaid agency fees, plus interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 26 May 2023 until payment in full.**
- 3. Galatasaray Spor Kulübü shall pay I.N.T.L Network Sports Ltd EUR 6,975.00 as reimbursement for its arbitration costs.**
- 4. Galatasaray Spor Kulübü shall pay I.N.T.L Network Sports Ltd EUR 8,000.00 as contribution for its legal fees and expenses.**
- 5. Any other or further requests for relief are dismissed.**

Geneva, seat of the arbitration, 15 September 2023

Amani Khalifa
(Arbitrator)