



## **MALTA BOXING COMMISSION**

**10 Christef Flats, Triq il-Maskli, Qawra, San Paul il-bahar, Malta**

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### **Professional Boxer Manager**

All licensed boxers are required to have a manager, to undertake all managerial aspects on behalf of the boxer.

The Boxer appoints the Manager, and the Manager agrees to act, as the Boxer's sole and exclusive Manager throughout the period of this Agreement.

In this connection the Boxer authorises the Manager to act as his agent and to enter into contracts on his behalf.

### **Professional Boxer Self Management**

A professionally licensed Malta Boxing Control boxer may self manage once they have held a professional license for a minimum two year period and have fought a minimum of five bouts, however they are still required to hold a Manager's license.

## **OBLIGATIONS OF THE MANAGER**

### **General**

The Manager will use reasonable skill and care in performing his obligations under this Agreement. In particular, and in any event, the Manager will:

Supervise and take all reasonable steps to preserve the health and safety of the Boxer in the context of his or her profession;

Comply with, and do everything reasonable to ensure that the Boxer complies with, the Rules and Regulations of the Commission;

Arrange and supervise an appropriate training programme for the Boxer; and

Arrange and supervise an appropriate programme of suitable boxing and other engagements for the Boxer; in addition to boxing contests; those engagements may relate to:

- work as a sparring partner
- contributions to publications or to radio, television or other broadcasts
- stage, cinema or other personal appearances
- advertisements or endorsements acceptable to, and honestly subscribed to by, the Boxer
- any other suitable activities whatsoever; and

In performing his or her obligations as above, take into account any views the Boxer may have, and in particular to permit the Boxer the right to decline on reasonable grounds any opponent suggested to him or her by the Manager.

If the Boxer is not satisfied with the number or quality of Boxing or other engagements arranged by, or opponents selected by, the Manager, the Boxer may, without prejudice to any other rights or remedies he or she may have, refer the matter to Malta Boxing Commission head office, and the Malta Boxing Commission Head Office or relevant Area Council (as the case may be) shall decide whether the Boxer may be released from this Agreement.

### **The Terms to be obtained for a Boxer**

The Manager will arrange the Boxer's professional affairs and engagements so as to secure for the boxer all due and proper profit and reward.

In particular, and subject to Clause 6, the Manager will ensure that, in relation to every engagement which he arranges on behalf of the Boxer, the Boxer obtains terms which are fair and reasonable and as advantageous to the Boxer as are reasonably obtainable.

### **RECEIPTS, EXPENSES AND COMMISSION**

Any money which the Boxer or the Manager receives

As payment for an engagement arranged by the Manager during the period of this Agreement; or

From a Testimonial or other event or transaction incidental to the Boxer's profession which takes place during the period of this Agreement, shall be applied and divided as follows;

Any sums payable to the Commission shall be paid to it

Any proper, necessary and reasonable, training, traveling or other expenses incurred by the Boxer or the Manager shall be reimbursed to each of them.

25 per cent, or mutually agreed percentage not exceeding 25 per cent, of the balance shall be paid to or retained by the Manager by way of commission and

The remainder shall be paid to or retained by the Boxer.

For the avoidance of doubt it is expressly agreed that:

The Manager shall not be entitled to receive or deduct any other payment or sum in connection with the performance of his or her obligations under this Agreement; and

Any professional fees incurred in arranging non-boxing engagements for the Boxer shall be paid by the Manager out of his or her *25% or less* commission; and

- The Manager shall not be entitled to be paid 25%, or lesser agreed commission, or any sum in respect of monies received by the Boxer for engagements which are arranged by or for the Boxer with the permission of the Manager pursuant to Clause 9 hereof or where the permission referred to in clause 9 has been unreasonably refused.

**For reference** in Europe the maximum percentage of a boxer's purse the manager is able to receive in numeration for the work done on behalf of the boxer is 25%.

**DURATION – The maximum duration for a contract is three (3) years – although renewal at end of term is normal practice.**

If during the Initial Period:

The Boxer wins a Maltese, European, Commonwealth, International, Inter-Continental or World Championship organised by a controlling body to which the Commission is affiliated; and

At that time the initial period has less than two years to run, the Manager may serve a written notice (“an Extension Notice”) extending the duration of this Agreement. Any such extension shall expire not later than 18 months after the date on which the Boxer wins the relevant Championship.

The Manager may serve only one Extension Notice in respect of this Agreement and he or she shall not withdraw such a notice without the written consent of the Boxer.

An Extension Notice shall be invalid and of no effect unless:

It is served on the Boxer, and a copy is served on the Malta Boxing Commission, within 60 days of the Boxer winning the relevant Championship;

It specifies the period of the proposed extension and, in particular, the date upon which that extension will expire; and

It reminds the Boxer of his or her right to ask the Malta Boxing Commission to disallow the proposed extension.

The Boxer may object to any such extension by serving written notice of objection on the Manager and the Malta Boxing Commission within 30 days of the service of the Extension Notice. If he or she does so, and if that objection is held by the Malta Boxing Commission to be reasonable, the Extension Notice shall be of no effect.