

## MALTA BOXING COMMISSION

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## APPROVED BOXER/MANAGER AGREEMENT

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THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
BETWEEN  
(1) \_\_\_\_\_ (“the Boxer”)  
AND  
(2) \_\_\_\_\_ (“the Manager”)

### CONDITIONS

- 1.1 This Agreement is conditional upon:
- (i) The Boxer being or becoming within 60 days the holder of a current and unsuspended Boxer’s License issued by the Malta Boxing Commission (“the Commission”) or by a controlling body to which the Commission is affiliated;
  - (ii) The Manager being or becoming within 60 days the holder of a current and unsuspended Manager’s Licence issued by the Commission; and
  - (iii) The Manager lodging a copy of this Agreement with the Malta Boxing Commission within 14 days of the date hereof.
- 1.2 If the Manager lives more than 100 Kilometers from the Boxer, this Agreement is also conditional upon the Manager having satisfied the Commission that suitable arrangements have been made for the training and supervision of the Boxer.
- 1.3 The Boxer and the Manager will each use reasonable endeavours to procure that all these conditions are satisfied.

### APPOINTMENT AND AUTHORISATION OF MANAGER

2. 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 (and subject to the following clauses of the Agreement) the Boxer authorises the Manager to act as his agent and to enter into contracts on his behalf.

### OBLIGATIONS OF THE MANAGER

#### General

3. The Manager will use reasonable skill and care in performing his obligations under this Agreement. In particular, and in any event, the Manager will:
- (i) Supervise and take all reasonable steps to preserve the health and safety of the Boxer in the context of his or her profession;
  - (ii) Comply with, and do everything reasonable to ensure that the Boxer complies with, the Rules and Regulations of the Commission;
  - (iii) Arrange and supervise an appropriate training programme for the Boxer; and
  - (iv) 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
  - (v) 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.
  - (vi) 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 the Board in accordance with Clause 14 below, and the Board 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

4. 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.
5. In particular, and subject to Clause 6 below, 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.

#### Possible Conflicts of Interest

- 6.1 The Manager will immediately notify the Boxer in writing if he is intending to arrange an engagement or engagements on behalf of the Boxer and;
- (i) The Manager will himself, or herself, be the Promoter or other person with whom the Boxer will be entering into a contract; or

- (ii) The Manager has any financial or other association with the intended Promoter or other person which effects, or might reasonably be thought to effect, the Manager's ability to act independently in the best interest of the Boxer.
- 6.2 The Manager will not enter into any such engagement unless and until:
- (i) The terms offered to the Boxer are fair and reasonable and no less advantageous to the Boxer than the terms (if any) which the Boxer could reasonably have expected to obtain if the Manager had been wholly independent of the relevant Promoter or other person;
  - (ii) A written copy of those terms has been provided to the Boxer and they have been fully explained to him or her by the Manager;
  - (iii) The Boxer has been given a reasonable opportunity to consider those terms and to renegotiate them if he or she should so wish; and
  - (iv) The Boxer has accepted those terms or any renegotiated terms in writing.
- 6.3 In the circumstances envisaged by Clause 6.1 above:
- (i) Unless the Manager has given the Boxer notification in writing as aforesaid, then the Manager will not arrange an engagement on behalf of the Boxer on terms which exclude the provisions set out in Clause 10 of the standard form of Boxer/Promoter Contract.
  - (ii) In the event of the Manager being in breach of the foregoing sub-clause, he or she will pay to the Boxer in respect of the engagement a sum equivalent to the fee to which the Boxer would have been entitled by virtue of Clause 10 of the standard Boxer/Promoter contract, such sum in the case of dispute to be determined by the Malta Boxing Commission.

#### **Accounts and Receipts**

- 7.1 The Manager will promptly:
- (i) Render to the Boxer a full and accurate written account of any money which the Manager receives, and any reasonable and proper expenses which he or she incurs in connection with the performance of his obligations under this Agreement; and
  - (ii) Pay to the Boxer any money which the Manager receives and to which the Boxer is entitled.
- 7.2 Should either party so require it each party will permit his or her records of expenses to be inspected at any time during normal business hours by a registered auditor.

#### **OBLIGATIONS OF THE BOXER**

8. The Boxer will:
- (i) Use his reasonable endeavours to keep himself, or herself in the best possible condition;
  - (ii) Comply with the rules and regulations of the Commission;
  - (iii) Accept and fulfill to the best of his or her ability all engagements which are reasonably arranged for him or her by the Manager in accordance with this Agreement; and
  - (iv) Promptly pay to the Manager any money which the Boxer receives and to which the Manager is entitled.
9. Save as is hereinbefore expressly provided, except with the Manager's prior written permission, the Boxer will not:
- (i) Arrange any engagements of the type which the Manager has undertaken to arrange; or
  - (ii) Authorise or permit any other person to arrange such engagements on his or her behalf.
- The Manager will not withhold this permission unreasonably.

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

- 10.1 Any money which the Boxer or the Manager receives
- (i) As payment for an engagement arranged by the Manager during the period of this Agreement; or
  - (ii) 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;
- 10.2
- (i) Any sums payable to the Commission shall be paid to it
  - (ii) Any proper, necessary and reasonable, training, traveling or other expenses incurred by the Boxer or the Manager shall be reimbursed to each of them.
  - (iii) 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
  - (iv) The remainder shall be paid to or retained by the Boxer.
- 10.3 For the avoidance of doubt it is expressly agreed that:
- (i) 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
  - (ii) 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
  - (iv) 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.

#### **DURATION**

11. This Agreement shall continue in force for an initial period of.....(not being more than 3 years). That period ("the Initial Period") may be extended in the circumstances set out in Clause 12 below.
- 12.1 If during the Initial Period:
- (i) The Boxer wins a Malta Boxing Commission Championship or European, Commonwealth or World Championship organised by a controlling body to which the Commission is affiliated; and
  - (ii) 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.
- 12.2 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.
- 12.3 An Extension Notice shall be invalid and of no effect unless:
- (i) 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;
  - (ii) It specifies the period of the proposed extension and, in particular, the date upon which that extension will expire; and
  - (iii) It reminds the Boxer of his or her right to ask the Malta Boxing Commission to disallow the proposed extension.
- 12.4 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.

**DETERMINATION OF THIS AGREEMENT**

- 13.1 The Boxer or the Manager may determine this Agreement by notice in writing if the other party:
- (i) Is guilty of any serious breach of his or her obligations under it; or
  - (ii) Ceases for more than 60 days to be the holder of an appropriate current and unsuspended Licence issued by the Malta Boxing Commission.
- 13.2 The Boxer may determine this Agreement in the event of the Manager having a bankruptcy order made against him or her.

**DISPUTES AND ARBITRATION**

14. Any dispute arising out of or in connection with this Agreement shall be referred to arbitration in accordance with Regulations 24, 26 and 28 of the Malta Boxing Commission’s Rules and Regulations. The procedures set out in those Regulations must be exhausted and an award must be made (including, if appropriate, an award made on appeal pursuant to Regulation 28) before the Boxer or the Manager may commence any legal proceedings or make any application to a court.

**NON-ASSIGNMENT**

15. The rights and obligations conferred and imposed by this Agreement are personal to the parties and may not be assigned or transferred.

**GENERAL**

- 16.1 It is hereby agreed that nothing herein is intended to or shall constitute any partnership between the parties hereto.
- 16.2 Failure or neglect by either party to enforce at any time of the provisions hereof shall not be construed nor shall be deemed to be a waiver of that party’s right hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice that party’s right to take subsequent action.

**LAW**

17. This Agreement shall be governed by and construed in accordance with Maltese Law.

Signed by the Boxer

.....

Dated.....Witness.....

Address.....

Signature of witness

.....

Signed by the Manager

.....

Dated.....Witness.....

Address.....

Signature of witness

.....

**NOTICE BY A MANAGER TO A BOXER FOR WHOM IT IS INTENDED TO ARRANGE BOXING ENGAGEMENTS IN RELATION TO WHICH THE MANAGER WILL ACT AS OR BE ASSOCIATED WITH THE PROMOTER.**

I.....in my capacity as your Manager pursuant to a Malta Boxing Commission Boxer/Manager Agreement dated the.....hereby give you notice that:

I intend to arrange boxing engagements for you in relation to which I shall be acting as or associated with the Promoter of such contests.

In the event that I am successful in arranging such engagements, these will come within Clause 6.2 of the aforesaid boxer/Manager Agreement, being engagements where there will be a possible conflict of interest between us.

Before entering into such engagements you have the rights set out in clause 6.2 of the aforesaid boxer/Manager Agreement and the right to know the nature and extent of any financial association which I have with the intended Promoter.

This notice remains in force during the whole period of our Boxer/Manager Agreement as foresaid and any lawful extension thereof.

In the event of any dispute between us as to the interpretation and effect of this notice, you have the right to seek the determination of such dispute by the Malta Boxing Commission.

To the **Boxer**.....

Signed.....  
**(Manager)**

I.....the above mentioned Boxer, acknowledge that I have read and understand the contents of this notice. **(Boxer)**