

P.K.C SA

ARTICLES OF AGREEMENT BETWEEN FIGHTER AND PROMOTER FOR A  
SPECIFIC TOURNAMENT

Agreement between \_\_\_\_\_ (the  
"Promoter")

and \_\_\_\_\_ (the  
" Fighter ")

1. The Fighter binds himself or herself to meet \_\_\_\_\_ in a  
\_\_\_\_\_ rounds

title/non title Fight contest of \_\_\_\_\_ minute  
rounds

at \_\_\_\_\_ weight.

2. The contest will take place at \_\_\_\_\_ on  
\_\_\_\_\_ except as otherwise hereinafter provided.

3. The Fighter r's purse shall be R \_\_\_\_\_, which amount  
shall be deposited with P.K.C SA either in cash or by bank guaranteed cheque at least 30  
days prior to the tournament. If the fighter is to be remunerated on a percentage basis, the  
amount to be deposited shall be the sum determined by P.K.C SA to be sufficient to cover  
the percentage stipulated. This amount shall be disbursed by P.K.C SA subject to the  
deduction of any contributions payable by the fighter by agreement.

4. The rules governing the contest shall be the Kickboxing Regulations, 2004.

5. Should the Promoter:

a) cancel the contest for any reason whatsoever; or

b) substitute another contestant for the fighter; or

c) decide not to proceed with the promotion of the tournament at which the said  
contest is to take place; or

d) postpone the tournament or the said contest upon reasonable grounds, he or she may  
do so, provided he or she pays the fighter the sum of

R \_\_\_\_\_

(must be completed)

which amount the fighter hereby agrees to accept in settlement of any claim which he or she may have against the Promoter, arising out of this agreement.

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In the event, however, of the Promoter being prevented from promoting the said contest by reason of an act of God or by the order of the South African Police or as a result of mechanical or technical failure at the venue which precludes the tournament from proceeding or by P.K.C SA, then and in such event the Promoter shall not be obliged to pay the contracted sum to the fighter but shall pay the fee stipulated in Clause 5 (d).

(a) In the event of the Promoter having to postpone the contest or tournament on

reasonable grounds, and subject to the payment of the sum mentioned under clause 5(d) of this agreement, the fighter hereby agrees that he or she will fulfil the terms of this agreement on another date to be mutually agreed upon, or, failing agreement, on a date as may be fixed by P.K.C SA, unless the parties agree in writing to the cancellation of this agreement.

Subject to the written approval of P.K.C SA, for good cause shown, the Promoter

shall have the right to nominate another opponent to meet the fighter in place of the

one named in clause 1 of this agreement.

7. Should the fighter fail to weigh in at the weight mentioned in clause 1 of this agreement at the official weigh-in time, the fighter must pay to his or her opponent 20 percent of the boxer's purse money by way of damages, and P.K.C SA is hereby authorised by the fighter to deduct this amount from the fighter's purse and to pay the said amount to his or her opponent. In a contest for a title, if the fighter is overweight and as a result thereof the Promoter is unable to announce the contest as a title fight, then and in such event the said fighter who is overweight must pay the Promoter 10 percent of his or her purse money as an agreed fee to compensate the Promoter for damages which he or she may have sustained by reason of his or her inability to style such a fight as a title contest. The fighter also authorises P.K.C SA to deduct for itself a further 10 percent from his or her purse should he or she fail to weigh in at the weight mentioned in clause 1 of this agreement.

If the fighter arrives more than 45 minutes after the scheduled time for the pre-fight, weigh-in or tournament, he or she must be penalized 10 percent of his or her purse money which money shall accrue to P.K.C SA.

9. In the event of the fighter failing to appear at the time nominated by P.K.C SA for the official weigh-in or failing to appear ready for the contest not later than one hour before the time appointed therefor, unless he or she is ill (in which event he or she shall furnish either the Promoter or P.K.C SA with a medical certificate immediately after such illness has occurred and must submit himself or herself, if required to do so, for examination by a medical practitioner of P.K.C SA) or is prevented by any other circumstance beyond his or her control, then he or she shall pay the Promoter the sum equivalent to 20 percent of his or her agreed purse money for that bout.

10. The Fighter agrees to train regularly and faithfully for the contest and to submit to weighing-in by the representative of P.K.C SA or, with P.K.C SA's authority, by the

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Promoter's representative whenever called upon to do so and to submit to weighing-in by P.K.C SA's representative at the place and time named by P.K.C SA.

11. If so requested by the Promoter, the fighter shall give public demonstrations of his or her training at such reasonable times as the Promoter may request.

12. In the event of-

(a) the referee deciding that the fighter has not tried to win his or her contest; and/or

(b) P.K.C SA deciding for any reason whatsoever to withhold the fighter's purse; and/or

(c) P.K.C SA deciding to hold an enquiry relative to the contest, P.K.C SA shall have the right to retain such fighter's purse.

13. The Promoter shall furnish a written report to P.K.C SA in connection with the matter, if called upon by P.K.C SA to do so. P.K.C SA may, in its discretion, declare the whole or part of the fighter's purse to be forfeited and shall decide upon the allocation of such forfeiture.

14. The referee and judges for the contest shall be appointed by P.K.C SA.

15. The hereby undertakes to inform the medical practitioner of the Promoter and the medical practitioner of P.K.C SA prior to the contest of any injury he or she may have sustained or any illness he or she may have contracted during or since his or her last contest.

16. The Fighter has no claim against the Promoter, P.K.C SA or any of P.K.C SA's members or officials for any injuries he or she may sustain while training for the contest or during or after the contest.

17. The Fighter binds himself or herself not to take part in any other contest or Kickboxing exhibition within \_\_\_\_\_ days before the contest herein referred to.

18. Except for the names of Kickboxing equipment manufacturers appearing on such equipment, the Fighter agrees that no wording, symbols, pictures, designs, names or other advertising or informational material shall appear on the trunks, robe, shoes or other clothing worn by him or her, his or her trainers or seconds during or at the bout without the prior approval of the Promoter. If the Promoter does not, in his or her sole discretion, grant such approval, the fighter or his or her trainers or seconds, as the case may be, shall promptly either take corrective action to remove the unauthorised material or shall substitute the clothing or equipment concerned with clothing or equipment bearing no such unauthorised material.

19. The Fighter hereby agrees that he or she will co-operate with the Promoter in publishing, advertising and promoting the bout. The publicity may also, within reason, include public appearances, exhibitions and interviews (which may be broadcasted or televised) as and when decided upon by the Promoter. The foregoing paragraph in regard to clothing and equipment shall, subject to the changes required by the context, apply thereto.

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20. Any disputes arising from or relating to this agreement or the cancellation thereof may be resolved in the manner referred to in section of the South African Kickboxing Act, 2004 (Act No of 2004).

21. The fighter chooses his or her place of summons and execution for all purposes relating to, or arising out of, this agreement at \_\_\_\_\_

\_\_\_\_\_

22. The Promoter chooses his or her place of summons and execution for all purposes relating to, or arising out of, this agreement at \_\_\_\_\_

\_\_\_\_\_

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of

\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_

Promoter's signature

\_\_\_\_\_

fighter's signature

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Signed by \_\_\_\_\_ of

\_\_\_\_\_ as co-principal, co-obligator and co-debtor for

the due and punctual performance by the fighter of all the terms of this agreement

and payment by him or her of any sum which may at any time hereafter become due

and payable by the Fighter to the Promoter and arising out of or referred to in the

above-mentioned agreement, at \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_ 20 \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

\_\_\_\_\_

Co-principal debtor's signature

Registered with P.K.C SA on \_\_\_\_\_

FOR AND ON BEHALF OF P.K.C SA

NB: This agreement shall be lodged with P.K.C SA at least 30 days before the date of the proposed contest.

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ANNEXURE H (2)

[Regulation 11(1)(h) and 15(7)(b)]

P.K.CSA

ARTICLES OF AGREEMENT BETWEEN A FOREIGN FIGHTER AND PROMOTER FOR A SPECIFIC TOURNAMENT IF THE PURSE MONEY OF SUCH A FIGHTER IS PAYABLE IN A FOREIGN COUNTRY

Agreement between \_\_\_\_\_ (the "Promoter")

and \_\_\_\_\_ (the " fighter ")

1. The Fighter binds himself or herself to meet \_\_\_\_\_ in a \_\_\_\_\_ rounds title/non title boxing contest of \_\_\_\_\_ minute rounds at \_\_\_\_\_ weight.

2. The contest will take place at \_\_\_\_\_ on \_\_\_\_\_ except as otherwise hereinafter provided.

3. The fighter's purse shall be \_\_\_\_\_. The Promoter shall ensure that the amount of \_\_\_\_\_, payable in \_\_\_\_\_ (monetary unit) at

\_\_\_\_\_ (name of bank or other financial institution) in  
\_\_\_\_\_ (name of country) shall be paid by bank guaranteed cheque or  
\_\_\_\_\_ (other acceptable means) not later than 30 days prior to the  
tournament, failing which the license for the tournament shall be withdrawn. The purse  
money shall, after conclusion of the tournament, be paid by  
\_\_\_\_\_ (P.K.C SA/ fighter or other  
firm/company) \_\_\_\_\_ on the written request of the fighter not later than  
14 days prior to the date of the tournament to \_\_\_\_\_ (a person or body  
other than the fighter) and such payment shall be regarded as being paid to the fighter.

4. The rules governing the contest shall be the Kickboxing Regulations, 2004.

5. Should the Promoter-

(a) cancel the contest for any reason whatsoever; or

(b) substitute another contestant for the fighter; or

(c) decide not to proceed with the promotion of the tournament at which the said contest  
is to take place; or

(d) postpone the tournament or the said contest upon reasonable grounds, he or

she may do so, provided he or she pays the fighter the sum of

R \_\_\_\_\_

(must be completed)

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which amount the fighter hereby agrees to accept in settlement of any claim which he  
or she may have against the Promoter, arising out of this agreement.

In the event, however, of the Promoter being prevented from promoting the said  
contest by reason of an act of God or by the order of the South African Police or as a  
result of technical or mechanical failure at the venue which precludes the tournament  
from proceeding, or by P.K.C SA, then and in such event the Promoter shall not be  
obliged to pay the contracted sum to the fighter but shall pay the fee stipulated in

Clause 5(d).

6. (a) In the event of the Promoter having to postpone the contest or tournament on reasonable grounds, and subject to the payment of the sum mentioned under clause 5(d) of this agreement, the fighter hereby agrees that he or she will fulfil the terms of this agreement on another date to be mutually agreed upon, or, failing agreement, on a date as may be fixed by P.K.C SA, unless the parties agree in writing to the cancellation of this agreement.

(b) Subject to the written approval of P.K.C SA, for good cause shown, the Promoter shall have the right to nominate another opponent to meet the fighter in place of the one named in clause 1 of this agreement.

7. Should the fighter fail to weigh in at the weight mentioned in clause 1 of this agreement at the official weigh-in time, the fighter must pay to his or her opponent 20 percent of the fighter's purse money by way of damages, and P.K.C SA is hereby authorised by the fighter to deduct this amount from the fighter's purse and to pay the said amount to his or her opponent. In a contest for a title, if the fighter is overweight and as a result thereof the Promoter is unable to announce the contest as a title fight, then and in such event the said fighter who is overweight must pay the Promoter 10 percent of his or her purse money as an agreed fee to compensate the Promoter for damages which he or she may have sustained by reason of his or her inability to style such a fight as a title contest. The fighter also authorises P.K.C SA to deduct for itself a further 10 percent from his or her purse should he or she fail to weigh in at the weight mentioned in clause 1 of this agreement.

8. If the fighter arrives more than forty five minutes after the scheduled time for the pre-fight, weigh-in or tournament, he or she must be penalized 10 percent of his or her purse money which amount must accrue to P.K.C SA.

9. In the event of the fighter failing to appear at the time nominated by P.K.C SA for the official weigh-in or failing to appear ready for the contest not later than one hour before the time appointed therefor, unless he or she is ill (in which event he or she must furnish either the Promoter or P.K.C SA with a medical certificate immediately after such illness has occurred and must submit himself or herself, if required to do so, for examination by a medical practitioner of P.K.C SA) or is prevented by any other circumstance beyond his or her control, then he or she must pay the Promoter the sum equivalent to 20 percent of his or her agreed purse money for that bout.

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The Boxer agrees to train regularly and faithfully for the contest and to submit to weighing-in by the representative of P.K.C SA or, with P.K.C SA's authority, by the

Promoter's representative whenever called upon to do so and to submit to weighing-in by P.K.C SA's representative at the place and time named by P.K.C SA.

11. If so requested by the Promoter, the fighter shall give public demonstrations of his or her training at such reasonable times as the Promoter may request.

12. In the event of-

(a) the referee deciding that the fighter has not tried to win his or her contest;

(b) P.K.C SA deciding for any reason whatsoever to withhold the fighter's purse;

(c) P.K.C SA deciding to hold an enquiry relative to the contest,

P.K.C SA shall have the right to retain such fighter's purse.

The Promoter shall furnish a written report to P.K.C SA in connection with the matter, if called upon by P.K.C SA to do so. P.K.C SA may, in its discretion, declare the whole or part of the fighter's purse to be forfeited and shall decide upon the allocation of such forfeiture.

13. The fighter hereby undertakes to inform the medical practitioner of the Promoter and the medical practitioner of P.K.C SA prior to the contest of any injury he or she may have sustained or any illness he or she may have contracted during or since his or her last contest.

14. The fighter has no claim against the Promoter, P.K.C SA or any of P.K.C SA's for any injuries he or she may sustain whilst training for the contest or during or after the contest.

15. The fighter binds himself or herself not to take part in any other contest or Kickboxing exhibition within \_\_\_\_\_ days before the contest herein referred to.

16. Except for the names of Kickboxing equipment manufacturers appearing on such equipment, the Fighter agrees that no wording, symbols, pictures, designs, names or other advertising or informational material shall appear on the trunks, robe, shoes or other clothing worn by him or her, his or her trainers or seconds during or at the bout without the prior approval of the Promoter. If the Promoter does not, in his or her sole discretion, grant such approval, the Fighter or his or her trainers or seconds, as the case may be, shall promptly either take corrective action to remove the unauthorised material or shall substitute the clothing or equipment concerned with clothing or equipment bearing no such unauthorised material.

17. The fighter hereby agrees that he or she will co-operate with the Promoter in publishing, advertising and promoting the bout. The publicity may also, within reason, include public appearances, exhibitions and interviews (which may be broadcasted or televised) as and when decided upon by the Promoter. The foregoing paragraph in regard to clothing and equipment shall, subject to the changes required by the context, apply thereto.

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18. Any disputes arising from or relating to this agreement or the cancellation thereof may be resolved in the manner referred to in section of the South African Kickboxing Act, 2004 (Act No. of 2004).

19. The fighter chooses his or her place for summons and execution for all purposes relating to, or arising out of, this agreement at \_\_\_\_\_

\_\_\_\_\_

20. The Promoter chooses his or her place of summons and execution for all purposes relating to, or arising out of, this agreement at \_\_\_\_\_

\_\_\_\_\_

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_

Promoter's signature

\_\_\_\_\_

Fighter's signature

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Signed by \_\_\_\_\_ of \_\_\_\_\_ as co-principal, co-obligator and co-debtor for the due and punctual performance by the fighter of all the terms of this agreement and payment by him or her of any sum which may at any time hereafter become due and payable by the fighter to the Promoter and arising out of or referred to in the above-mentioned agreement, at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

\_\_\_\_\_

Co-principal debtor's signature

Registered with P.K.C SA on \_\_\_\_\_

FOR AND ON BEHALF OF P.K.C SA

NB: This agreement shall be lodged with P.K.C SA at least 30 days before the date of the proposed contest.

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ANNEXURE I

[Regulation 15(15)]

ARTICLES OF AGREEMENT BETWEEN fighter AND MANAGER

Agreement between \_\_\_\_\_ (the " fighter ") and \_\_\_\_\_ (the "Manager")

The Fighter hereby agrees to fight under the management and directions of the Manager, who hereby agrees to manage the fighter, in accordance with the regulations promulgated under section of the South African Kickboxing Act, 2004 (Act No. of 2004) and subject to the following terms and conditions:

1. Obligations of the fighter

1.1 During the term of this agreement, the fighter agrees to be guided by the arrangements made by the Manager in the matter of contests and agrees to fight in accordance with such arrangements.

1.2 The Fighter undertakes to train faithfully and to keep fit during the term of this agreement.

1.3 The Fighter absolves the Manager from any responsibility should he be injured during the term of this agreement, either within the ring or out of it.

1.4 Should the Manager arrange for the fighter to fight at any venue other than in the Province where the fighter resides, the fighter 's travelling expenses and accommodation

expenses shall be met in addition to the purse money agreed upon, and such additional expenses shall not be subject to the percentage commission agreed to. This clause shall be subject to the fighter being able to travel to the venue arranged.

1.5 The fighter agrees to pay the Manager, in consideration for the due and proper performance by the Manager of his/her obligations in terms of this agreement, an amount equal to \_\_\_\_\_% (\_\_\_\_\_percentum) of all purse moneys received by the fighter during the term of this agreement.

1.6 The fighter shall not, during the term of this agreement, engage in any kickboxing contest or exhibition, without obtaining the prior written permission of the Manager to do so, which permission shall not be unreasonably withheld.

## 2. Obligations of the Manager

2.1 The Manager agrees to train, manage and guide the fighter and to arrange contests for him or her to their mutual advantage in consideration for receiving the remuneration referred to in 1.5 above.

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2.2 The Manager undertakes to consult with the fighter in the matter of arranging contests and shall not require the fighter to fight in a contest at intervals shorter than those prescribed in regulation () of the Kickboxing Regulations, 2004.

2.3 The Manager shall not make arrangements for the fighter to participate in a kickboxing contest where the Manager has a direct or indirect financial or other interest in the fighter 's opponent.

2.4 The Manager undertakes to procure a minimum of two fights per year for the fighter and shall at all times act in the best interests of the fighter.

2.5 The Manager undertakes to comply with the provisions of the South African Kickboxing Act, 2004, (Act No. of 2004), and the regulations promulgated thereunder.

## 3. Duration of Agreement

3.1 This agreement shall, notwithstanding the date upon which it is signed by the parties hereto, come into effect on the date on which it is approved in writing by P.K.C SA and shall continue thereafter for a period of two years, unless terminated earlier as provided for in this agreement.

3.2 Should either party (the "defaulting party") breach any of its obligations in terms of this agreement and fail to remedy such breach within 10 days from the date of receipt of a

written demand from the other party (the "non-defaulting party"), the non-defaulting party may, without prejudice to any other rights which it may have in terms of this agreement or at law, to cancel this agreement.

3.3 This agreement shall terminate with immediate effect should the certificate of registration of the fighter or the Manager be cancelled by P.K.C SA or not be renewed at the end of any year during the term of this agreement.

3.4 This agreement shall be suspended with immediate effect should the certificate of registration of the fighter or the Manager be suspended by P.K.C SA and it shall resume when the aforesaid suspension is lifted.

#### 4, Disputes

Any disputes arising from or relating to this agreement or the cancellation thereof may be resolved in the manner referred to in Section of the South African Kickboxing Act, 2004, (Act No. of 200).

General This agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express

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or implied term, representation, warranty, promise or the like not recorded herein.

No addition to, variation of, or agreed cancellation of, this agreement, including this clause, shall be of any force or effect unless in writing, signed by the parties and approved in writing by P.K.C SA.

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

A copy of this agreement shall be retained by P.K.C SA.

Domicile

The parties hereby select the following addresses as their place of summons and execution for all purposes of this agreement, provided that either party may change its place of summons and execution to another address in the Republic of South Africa upon written notice to the other party and to P.K.C SA.

Fighter \_\_\_\_\_

\_\_\_\_\_

Manager \_\_\_\_\_

\_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in the presence of the Manager and the undersigned representative of P.K.C SA

\_\_\_\_\_

Signature of Fighter

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in the presence of the Fighter and the undersigned representative of P.K.C SA

\_\_\_\_\_

Signature of Manager

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Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

Approved by P.K.C SA on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_

For and on behalf of P.K.C SA

ANNEXURE J

[Regulation 17 (1) and (2)]

P.K.C SA

CHALLENGE

To P.K.C SA:

I, the undersigned, hereby challenge \_\_\_\_\_, the present holder of the Provincial/South African (delete where necessary) \_\_\_\_\_ weight title, to a contest of twelve/ten (delete where necessary) rounds at the standard weight of \_\_\_\_\_ kg.

I confirm that my last three consecutive fights were in the

\_\_\_\_\_ Weight category.

The following are the details of my last three fights:

Last fight

2nd last fight

3rd last fight

Date

My weight

Opponent's name

His or her weight

Result

Place

I declare that the above information to the best of my belief and knowledge is true and correct.

Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of challenger