

FRANCHISOR:

**OCEANIA HANDBALL LEAGUE (OHL PTY LTD)**



**OPERATIONS MANUAL  
FRANCHISE FOR AUSTRALIAN  
NATIONAL HANDBALL LEAGUE  
Management Contract**

**Stojanovic Solicitors**  
.4/220 Northumberland Street  
LIVERPOOL NSW 2170

PO Box 3425, Liverpool  
Tel: (02) 9600 9555  
Fax: (02) 9600 9955  
OMF OHL JEFTIC

# **FRANCHISOR**

## **Management Contract**

**1. Club Manager; 2. Coach; 3. Player; 4. Doctor; 5. Physiotherapist**

THE AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

BETWEEN

**OCEANIA HANDBALL LEAGUE (OHL)**

AND

**(“The Player/Coach/Manager/Physiotherapist”) of the other part.**

NOW IT IS HEREBY AGREED as follows:

**1. TERM**

(1) The agreement shall be for a term of \_\_\_\_\_ years from the date of this agreement or upon' one party giving to the other three (3) months notice in writing of an intention to terminate whichever shall last occur.

**2. SERVICES**

(1) The Manager shall whatever and whenever reasonably required, during the term of the agreement and to the best of its ability, provide the Player with a full range of management services, including the arrangement of professional services for legal, financial, insurance, superannuation, product endorsement matters and other matters of such nature which the Player may reasonably require and which the Manager may reasonably provide. The Manager will obtain the Player prior written approval before obtaining or engaging such services.

### 3. RESPONSIBILITIES

(1) The Player shall:

- (a) report promptly for and participate fully in all meetings and attend all promotional appearances arranged by the Manager, for his benefit
- (b) act, dress and behave in public in a professional manner;
- (c) shall not enter into private treaty arrangements without the prior written consent of the Manager during the continuance of this agreement.

Insofar as he is reasonably able.

### 4. CONTRACT/ENDORSEMENTS/EARNINGS

(1) The Manager shall:

- (a) negotiate and advise on all contractual matters on behalf of the Player during the term of this agreement provided always that the Player has the final right of refusal on his commitment to and remuneration for such contracts

(2) The Player shall:

- (a) permit the Manager to use his name and photograph for promotional and advertising purposes with the prior approval of the Player PROVIDED THAT such use of the Player's name and photograph shall not cause injury to his reputation and standing and PROVIDED FURTHER that should the Manager gain any direct financial benefit whatsoever from the use of the Player's name or photograph then the Player shall be entitled to receive

remuneration at a rate or amount as shall be first agreed to in writing by the Player. This authority does not otherwise extend to giving endorsements for goods or services of any nature; and

- (b) punctually attend appointments arranged by the Manager to make appearances in public or upon radio, television or newspaper conferences insofar as he is reasonably able.

## 5. REMUNERATION

- (1) The player agrees that the Manager will be entitled to the payment of fees for its services in negotiating the Player's contract with a Club ("the Player Contract") at the rate and upon the terms and conditions as set out in the special condition section of this agreement.
- (2) All management fees will become due and payable by the Player within fourteen (14) days of the date of issue of an account by the Manager.
- (3) The Manager shall be entitled to “\_\_X or 10%\_\_” per cent of the gross payments the Player is entitled to receive during the continuance of this agreement for all product endorsement, promotional, advertising work I and other such matter organised by the Manager for the Player.
- (4) The Manager agrees that it will make full and complete disclosure to the Player of all financial matters between the parties.
- (5) The Player agrees that the Manager shall have the sole rights to management of the Player and that the Manager shall be entitled to receive its commission for all public appearances, engagements, and endorsements in which the Player might be involved during the term of

this agreement and the Player specifically acknowledges that he is not entitled to accept any commissions or payments without notifying the Manager and that is a fundamental breach of this agreement if the Player receives such payments and that the Manager shall be entitled to deduct its commission for such payments from any moneys held by the Manager subsequent to the receipt by the Player of such commission or payments.

6. SEVERABILITY

- (1) If it appears to any court that any restraints imposed or undertaken by this agreement is invalid or void, to any extent by force of any statutory provisions or by reason or partly by reason of being an unreasonable restraint of trade, the parties agree that such restraint shall be valid to such extent, if any, as the court thinks fit and shall otherwise be severable from the other terms of this agreement to the intent that this agreement shall be read and construed as operating to the fullest in all aspects, as if such restraint so severed had not been imposed or undertaken.

7. DISPUTES

- (1) Subject to any provision herein contained to the contrary, if any dispute arises between the parties hereto during the currency of this agreement or after the expiration or termination thereof concerning the construction thereof, or in respect of any matter arising there from, it shall be a condition precedent to bringing any action that the same shall be referred to a single arbitrator mutually agreed by the parties and if they are unable to agree as to such arbitrator either party may request the president of the Institute of Arbitrators to nominate an arbitrator. The decision of the arbitrator on all questions of fact shall be final and binding.

8. CONFIDENTIALITY

- (1) The terms of this agreement are confidential and shall not be disclosed by either party to any person other than a professional adviser without the

prior written consent of the other of them, except for the purpose of performance or enforcing performance of obligations express herein or as may be required by statute or order of any court of competent jurisdiction of any other body empowered by law to require disclosure.

9. NOTICES

- (1) All notices required or permitted under this agreement shall be in writing and may be served by pre-paid certified post and shall be served three (3) days after the date of posting thereof (except during the period of a postal strike then as to the period of three (3) days after such strike) in an envelope addressed to the party, to be served at the address set forth in this agreement or such other as advised by the said party.

10. COLLATERAL AGREEMENTS

- (1) This agreement embodies all of the terms of the agreement between the parties. Each party acknowledges that no representation has been relied upon in entering into this agreement which has not been expressed herein. These terms shall not be varied except in writing.

11. LAW APPLICABLE

- (1) This agreement shall be governed by the law of NSW and the parties hereby consent to the jurisdiction of the courts of NSW.

12. TERMINATION

- (1) Notwithstanding any other provisions of this agreement, if the Player:
  - (a) is in breach of this agreement or his Playing Contract and such breach continues;
  - (b) has his Playing Contract lawfully terminated by the Club to which the Manager pursuant to this agreement:

The Manager may terminate this agreement by notice in writing to the Player the Manager may terminate this agreement by notice in writing to the Player whereupon.

- (i) all monies then owing by the Player to the Manager will become immediately payable and recoverable as a liquidated debt; and
  - (ii) the Manager shall be entitled to recover from the Player as liquidated damages the fees which would otherwise become payable to the Manager over the then unexpired term of his Playing Contract negotiated by the Manager as if this agreement had remained on foot.
- (2) Notwithstanding any other provisions of this agreement, if the Manager:
- (a) is in breach of this agreement and such breach continues; or
  - (b) fails to make a payment or payments pursuant to this agreement; or
  - (c) makes a general assignment for the benefit of creditors; or
  - (d) has a receiver or trustee appointed to its business or assets; or
  - (e) applies for relief under any insolvency law or goes into Liquidation in respect of the whole or part of its business or assets;

The Player may terminate this agreement by notice in writing to the Manager whereupon all monies then owing to the Player by the will become immediately due and payable and recoverable as a liquidated debt.

"x" For the purposes of clause 5 (3):

- "X' means as follows:  
where the remuneration of the Player/Coach/Manager/Doctor/Physiotherapist is \$5,000, \$10,000, \$20,000, per annum or less, X is 1%. Where the remuneration of the Player is above \$20,000 per annum, X is 3%.
- where the remuneration of the Player/Coach/Manager/Doctor/Physiotherapist is above \$40,000 then it is 10%. 2% from the 10% are entitled to OHL. and 2% to a domestic sport management company. The remaining 5% to the Handball Executive board: State Directors of coaching, Directors of Australian Handball Academy (M&W), Directors of Statistics, Scouting and Media and 1% for other operational expenses.

SIGNED by (Manager) )

\_\_\_\_\_  
OHL Representative

\_\_\_\_\_  
Domestic Sport Management Company

In the presence of: )

\_\_\_\_\_

SIGNED by  
(Player/Coach/Manager/Doctor/Physiotherapist)\_\_\_\_\_

In the presence of: )

\_\_\_\_\_