

# BAFRA Terms and Conditions

These Terms and Conditions apply to the provision of BAFRA officials for all games and are included here only for the information of all BAFRA members.

## Definitions

- 1.1 Game Management – the game management authority (normally an authorised representative of the home team).
- 1.2 Match Official – an official assigned by BAFRA who officiates a game.
- 1.3 Referee – the referee or other Match Official responsible for liaison with Game Management.
- 1.4 Status of game – one of the following:
  - L Competition regular season game
  - P Competition playoff or bowl game
  - I International game (i.e. against any overseas team)
  - F Friendly game (i.e. none of the above)

## Introduction

- 2.1 These terms and conditions apply to the assignment of BAFRA members to officiate American football games.
- 2.2 BAFRA officials are independent contractors and not employees of BAFRA. BAFRA and its agents accept no liability for the actions or inactions of its members other than as set out in these Terms and Conditions.
- 2.3 BAFRA operates an assigning service for the benefit of its members and teams. Competitions and teams will not seek officials from elsewhere for any game, except with the explicit approval of the BAFRA Directors or where BAFRA informs a team or competition that it cannot cover a game due to shortage of officials.
- 2.4 All teams and organisations under the auspices of BAFRA will be provided with access to these terms and conditions.

## Notification of fixtures

- 3.1 Game Management shall give BAFRA as much notice as possible of fixtures. Normally this shall be 28 days, but all competition regular season fixtures and dates for playoff fixtures must be notified to BAFRA 28 days before the first such fixture (e.g. the last day of February for a competition season starting at the beginning of April).
- 3.2 Game Management must return a completed Fixture Confirmation Form to BAFRA before they will be assigned any officials for regular season games. This requirement will be waived if the relevant competition provides BAFRA with all fixtures in an agreed and acceptable format.
- 3.3 Fixtures notified at less than 28 days notice will be accepted at BAFRA's discretion.
- 3.4 Notification of a fixture shall consist of:
  - day, month and date;
  - names of the participating teams;

- status of the game;
- venue, including directions where necessary;
- kickoff time
- name, address, email address and telephone number(s) of one or more authorised Game Management contacts.

3.5 Cancellation, or alteration of any of the details of a fixture, must be notified to BAFRA at the earliest opportunity. If

- the date is changed, or
- the venue is moved more than 20 miles, or
- the kickoff time is altered by more than 2 hours, or
- the status is changed, or
- any of the participating teams is changed, or
- BAFRA is notified less than 24 hours before the kickoff time (new or old, whichever is earlier)

then, at BAFRA's discretion, the change will be regarded as a cancellation (see §3.8). *Cancellation due to change of status will only be made if the fixture becomes a friendly and there are other non-friendly games lacking officials.*

3.6 BAFRA reserves the absolute right not to assign officials to fixtures involving any team that:

- (i) owes BAFRA or any of its members any officiating fees, expenses or charges and the procedures specified in section 6.1 have been exhausted; (*debts between teams and BAFRA members incurred other than through officiating are specifically excluded from this*)
- (ii) has players, coaching staff or other personnel who have assaulted or severely abused officials or who have obviously taken insufficient reasonable steps to prevent assaults or abuse;
- (iii) has facilities or game management that are judged to be sub-standard;
- (iv) fails when requested to satisfactorily explain the reasons for poor facilities or game management;
- (v) fails when requested to provide adequate assurance that problems with facilities or game management will be rectified within a reasonable time;
- (vi) is suspended from BAFA or a competition;
- (vii) is in breach of these terms and conditions.

The above applies whether the team is at home or away.

If a team lodges an appeal with BAFA, and the BAFA Appeals Officer (or his deputy) informs BAFRA that *de facto* grounds for an appeal exist, then BAFRA will withhold action until the determination of the appeal or the expiration of 28 days from BAFRA's notification to the team, whichever is earlier.

3.7 BAFRA will notify Game Management at least 42 hours before kickoff time if it cannot or will not assign officials to a fixture. It is then Game Management's responsibility to notify all the participating teams. BAFRA will not be liable for any losses due to any party once such notice is given.

If less than 42 hours but more than 24 hours notice is given, BAFRA's liability will be limited to a cancellation fee of £100 (incl VAT).

If less than 24 hours notice is given, BAFRA's liability will be limited to £300 (incl VAT). This limit will also apply if the assigned officials do not attend the game for any reason due to the fault of BAFRA or its members, or if the game cannot start due solely to the presence of insufficient officials (see §4.4).

If BAFRA will not provide officials because the procedure in section 6.1 has been exhausted then BAFRA's liability will be limited to £1 (incl VAT) whatever the notice.

- 3.8 If BAFRA is notified of the cancellation of a fixture (or alteration of the details of the fixture which BAFRA treats as a cancellation) at less than 42 hours notice (i.e. later than 8.30pm on Friday for a Sunday 2.30pm fixture), then Game Management will be held responsible for
- all officials' fees (unless the officials can be reassigned to another game),
  - the officials' expenses (if they travel to the game),
  - the BAFRA administration fee, and
  - a £25 cancellation charge.

However, if game management notifies BAFRA more than 24 hours in advance that a game is "at risk" due to bad weather or unplayable field conditions, we will accept cancellation without charge at any time up to the time when the officials set off to travel to the game. (The Director of Operations will be able to advise game management what time that likely will be when they contact him with the warning. Depending on the location of the game and assigned officials, that may be early or late in the morning of the game.)

BAFRA will hold the appropriate competition responsible for the fees and expenses if these cannot be recovered from the Game Management and it can be shown that the competition knew or should have known of the cancellation or alteration.

- 3.9 Fixture notifications, alterations and cancellations must be made to the BAFRA Director of Operations or to his authorised representatives (see annex).
- 3.10 Fixture notifications, alterations and cancellations made by electronic communication (e.g. email or answering machine message) are only regarded as having being notified to BAFRA when an acknowledgement is made that the electronic communication was received. If no acknowledgement is received, it is Game Management's responsibility to contact BAFRA by other means. Changes made at less than 72 hours notice must be notified by telephone to a BAFRA officer.
- 3.11 BAFRA undertakes to communicate by telephone, email or fax with the nominated Game Management contact (or any one of them where more than one) and by first class post. Changes to the list of contacts must be notified to the BAFRA Director of Operations immediately they occur.
- If no nominated Game Management contact can be reached then BAFRA will notify the appropriate competition office who will then be responsible for informing Game Management. BAFRA will accept no responsibility for the competition's failure to inform Game Management.
- 3.12 Because of hoax calls received in the past, BAFRA reserves the right to ignore notifications, alterations or cancellations not properly made by known representatives of teams. BAFRA will accept notifications, alterations or cancellations made on the behalf of teams by known representatives of competitions.

3.13 Due to a shortage of officials, on any given date there is a maximum number of games for which BAFRA can assign officials.

Where there are more fixtures than available crews, BAFRA (normally in consultation with the competition authority) will decide which games to cover and which not to cover. In determining priority for the assignment of officials, BAFRA may take into account factors such as:

- location of the game with respect to the location of its members
- standard of play and facilities (not necessarily related to the teams' division)
- whether the teams have assisted BAFRA's recruitment activities in the recent past

### **Assignment of officials**

4.1 BAFRA reserves the right to solely determine the officials to be assigned to a game. No team, competition authority or BAFRA shall have the right to demand or refuse the assignment of any member of BAFRA to any game.

4.2 All the officials for a game must be assigned by BAFRA. BAFRA officials shall not normally work alongside officials supplied from other sources, but may do so if approved on a game-by-game basis by the Director of Operations or his appointed representatives.

4.3 For each team there will be established the normal number of officials to be assigned to its games (see annex). This number may be different for regular season, playoff and bowl games. Where teams with differing numbers play each other, the higher of the teams' numbers will apply.

If fewer than the normal number are assigned to a game, then Game Management is only required to pay for those that are assigned. If BAFRA provides more than the normal number, then Game Management is only required to pay for the normal number. If a competition authority or team wishes BAFRA to assign more than the normal number of officials to a game, then the additional officials will be provided at the team or competition's expense, if available.

4.4 Under no circumstances may a game begin, nor continue if suspended, if the requirements of Rule 13-4-5 are not met.

### **Fees and expenses**

5.1 The Game Management shall be responsible for the payment of all fees and expenses due to the match officials and to BAFRA.

5.2 Unless Game Management has agreed in advance to pay BAFRA all fees, the Referee will give Game Management an invoice indicating the correct amounts to be paid to each official and to BAFRA. Each Match Official shall be paid individually his match fee and his travelling expenses (unless BAFRA has agreed with Game Management that BAFRA will disburse the travelling expenses out of the administration fee). The invoice will indicate how the fee is to be divided among the Match Officials and/or BAFRA.

5.3 Cheques for match fees and expenses are to be made out to the individual officials. Cheques for the administration fee are to be made payable to "BAFRA Ltd.". Clubs who wish to issue only a single cheque must use payment means 5.4 (iii) below and incur the handling charge. A single cheque for all fees, expenses and charges may *not* be made out to an individual official.

5.4 There are three means by which Game Management can pay the Match Officials:

- (i) By cash or cheque before the game. This is the preferred means of payment.
- (ii) By cash or cheque after the game. The latest time by which all fees and expenses must be paid is 30 minutes after the final whistle. If not all payments have been made by this time, the officials shall leave the ground and Game Management will have to use means (iii) below and incur the handling charge.
- (iii) If the officials leave the ground after 30 minutes without being paid, or if Game Management otherwise elects not to pay the officials on the day of the game, a cheque made payable to “BAFRA” for the total amount of

fees,

+ expenses,

+ administration fee,

+ a £25 handling charge

must be sent to the BAFRA address on the invoice to arrive at the latest by first post 3 working days after the game (i.e. Wednesday if the game is played Friday, Saturday or Sunday). If the cheque does not arrive by then, BAFRA will regard the team as being in debt and will apply the procedure specified in section §6.1 according to the Game Management’s guarantee category.

5.5 BAFRA designates each Game Management authority as being in one of three payment categories: A, B or C. These categories have the following significance relating to payment of officials:

- A. Most Game Managements are in Category A and may use any of the means of payment specified in §5.4.
- B. Unless paid to BAFRA in advance, Game Managements in Category B must pay match fees and expenses in cash, and must pay the officials by 60 minutes before kickoff time *at the latest*. The BAFRA administration fee may still be paid by cheque. If the officials have not been paid by 60 minutes before kickoff time the match will be declared cancelled but Game Management will still be liable for all fees, expenses and administration charges due.
- C. At the discretion of the BAFRA Directors, Game Management in Category B that is again overdue in making or upholding payments to BAFRA or its members will be relegated to Category C. In Category C, Game Management will be subject to the same payment restrictions as Category B, but will in addition be required to deposit £250 with BAFRA in advance of any fixture notification. This deposit will be returned to Game Management after completion of all notified fixtures, including playoff games.

BAFRA will notify a Game Management in writing of any change in its Category. Game Management relegated to Category B or C is unlikely to be restored to a higher category until more than one season’s record of proper payments is observed.

Debts to BAFRA or its members are not discharged until the money is cleared into a bank account. Postal orders are acceptable in place of cheques.

5.6 If a Match Official is delayed for whatever reason and is not present for the opening kickoff, he shall be paid half the appropriate game fee plus the entirety of his applicable travelling expenses.

If the Match Official is delayed and not present for the 2nd half kickoff, no game fee or travelling expenses will be paid.

If an assigned official attends a game but does not officiate any part of it, Game Management shall pay him no fee nor expenses.

N.B. The full BAFRA administration fee is always payable.

5.7 Game Management is liable for the officials' fees, expenses and the BAFRA administration fee (plus the £25 handling charge if they are not paid to the officials on the day) if any or all officials attend the notified venue and the fixture is cancelled or abandoned for any reason including but not limited to:

- (i) failure to notify BAFRA of cancellation in time;
- (ii) failure of a Category B team to pay the officials by 60 minutes before kickoff time;
- (iii) unfit field or weather conditions;
- (iv) lack of equipment and/or assistants including balls, chain set, ball persons and chain crew;
- (v) non-arrival of a team or a team's refusal to play;
- (vi) inadequate medical facilities;
- (vii) player or crowd behaviour does not permit orderly conduct of the game;
- (viii) once the game is started, if the number of officials drops below the minimum number due to illness or injury;
- (ix) the Referee abandons the game for any other contingency not covered by the rules.

Game Management is not liable if the fixture cannot start solely because there are insufficient officials (see §4.4).

5.8 It is Game Management's responsibility to find the officials and to make sure they are paid in time. Officials should not have to "go looking" for Game Management.

5.9 Where the provision of overnight accommodation is agreed with a team, Game Management is responsible for paying all reasonable costs of evening meal and bed and breakfast accommodation. Where special transport provision has been made (e.g. sea ferry or airline flight), Game Management is responsible for paying all costs (including, for example, airline flights in lieu of a ferry crossing) in order to return the officials to their place of residence.

### **Game management debts**

6.1 BAFRA designates each Game Management authority as being in one of three guarantee categories: Alpha, Beta or Gamma. Normally all teams in the same competition will be in the same guarantee category but a competition authority may, if it wishes, stipulate that some or all of its teams shall be in a lower category. These categories have the following significance relating to when BAFRA will refuse to cover a team's fixtures if a debt is incurred:

**Alpha.** If a Game Management authority is in this guarantee category, a 10 day period of grace will be extended. BAFRA will not withdraw its officials from the team during the period of grace. An invoice for the Game Management's debts (including the handling fee) will be sent to the competition authority. If the amount owed is paid to BAFRA within 10 days then BAFRA will regard the debt as cleared. If the amount owed is not paid then the team will not be assigned any officials and all the competition's other teams will become guarantee category Gamma.

**Beta.** As Category Alpha, except that the competition authority must deposit with BAFRA, in advance, a sum of money to be agreed. The deposit will be

returned to the competition authority after completion of all notified fixtures including playoff games if all debts are cleared. The competition authority is still required to pay invoices within 10 days – otherwise the deposit will be retained until all debts are cleared, the team concerned will not be assigned any officials, and all the competition’s teams will become category Gamma.

Gamma. No period of grace will be offered. The Game Management will not be assigned any officials until the debt is cleared, though normally BAFRA will cover the associated team’s away games. If a Game Management is twice in debt in the same season, normally they will be reclassified as Category B (see §5.5) and required to pay in advance.

### Feedback procedures

- 7.1 Teams that wish to complain about the standard of officiating at a game in which they participated are invited to write to the BAFRA Director of Training, enclosing full details and, preferably, a game video.
- 7.2 Information about officials provided to BAFRA by competition authorities or teams will be acted upon at BAFRA’s discretion.

### Match Category Codes

In order to identify its category, each game is allocated a 2-letter game category code. The first letter denotes the level of the game (senior, junior, etc.) and its rules (contact, double-touch, flag, passball, etc.). The second letter denotes the status of the game. The letter codes have the following meanings:

#### First letter:

S	Adult (senior) contact game
A	Adult flag game
Y	Youth/junior contact game
F	Youth/junior flag game
U	Student (university) game
O	Other game

#### Second letter:

F	Friendly
L	Competition (regular season game)
I	International
P	Playoff

So for example a senior regular season game would have category SL (S because it’s senior, L because it’s a league game). A friendly match between two junior flag teams would have category FF. “International” matches are all those involving overseas opposition visiting Britain and are categorised as SI, YI, etc. according to level.

### Annex

The Annex to the Terms and Conditions lays out the scale of charges for fees and expenses and also shows the normal number of officials assigned for games in each competition. For a copy of the Annex please see the BAFRA website ([www.bafra.org](http://www.bafra.org)).

The names, addresses and telephone numbers of the current BAFRA Directors and their assistants are also obtainable from the BAFRA website.