

ECB Foundation I Coach Programme

Terms and Conditions

Introduction

England and Wales Cricket Board Limited, a company incorporated in England and Wales under number 03251364 whose registered office is at Lord's Ground, St John's Wood, London NW8 8QZ (the "ECB") has developed a programme called the ECB Foundation I Coach Programme (the "Programme") for cricket coaches in England and Wales (each a "Coach" and together the "Coaches"). This Programme may be run by either the ECB or a County in England and Wales on behalf of the ECB (each a "Recognised Centre" and reference to a Recognised Centre in these terms and conditions shall be deemed to mean the ECB or the relevant County as applicable). These terms and conditions set out the terms on which the Recognised Centre agrees to provide the Programme to Coaches. By submitting an application to participate in the Programme or by participating in the Programme, you agree to these terms and conditions.

Programme Details

The Programme is a national ECB coaching programme. 'ECB Foundation I Coach' is a coach development programme and qualification designed by the ECB and regulated by 1st4sport Qualifications.

The Programme is the entry level qualification for coaching cricket in England and Wales. This Programme has been designed to give learners the knowledge, skills and confidence to coach cricket sessions that are active, purposeful, enjoyable and safe.

Once a Coach completes the Programme successfully, they will be qualified to lead coaching sessions independently and without supervision.

The Programme consists of eleven modules in total. Seven e-learning modules are integrated with four face-to-face modules.

Coaches are assessed throughout the Programme. There are three observed coaching sessions and an online multiple choice questionnaire that support the Coaches in meeting all the assessment criteria. Each observation carries equal weighting and there is no single final assessment. The observations take place during the face-to-face modules.

Coaches must (i) attend all face-to-face modules of the Programme to be assessed via observation and (ii) pass the online multiple choice questionnaire. Should a Coach fail to pass the observation or multiple choice questionnaire at the first attempt, two further attempts shall be permitted (to be organised by the Recognised Centre).

Cost of the Programme

The cost of the Programme is £150.00 (including VAT where applicable) (the "Fee"). This Fee contributes to covering the cost of the following:

- 7 x e-learning modules;
- access to icoachcricket;
- 4 x face-to-face modules; and
- certificate

Not included in the Fee are:

- any meals; and
- travel expenses.

Application

In order to apply you must hold a current ECB Disclosure and Barring Service (DBS) check. Please note, this is an ECB specific DBS check, and any other DBS check will not be accepted. Your booking will not be accepted, and the Recognised Centre reserves the right to cancel your booking without liability to you, if you do not meet this requirement.

In order to be eligible to take part in the Programme you must be 17 years old or over. The minimum age to receive certification that you have completed the Programme is 18 years old. For the avoidance of doubt, if you take part in the Programme aged 17 years old, you will not receive your certification until your 18th birthday.

Payment & Refunds

Payment is accepted by the methods shown on the booking page. In providing payment card details, you confirm that you are authorised to use the card and authorise the Recognised Centre, or the payment service provider, to take payment in full for the course and any other charges that become due under these terms. Payment will normally be taken immediately that a booking is made. If payment is not received from you when due, the Recognised Centre reserve the right to cancel your booking without any liability to you. Refunds, if applicable, will only be made using the payment method and/or to the card originally used for payment.

Changing course

The Recognised Centre is willing to change your booking from the Programme booked to an alternative course only if there is, at the time the Recognised Centre receives your request for such a change, a place available and subject to an administration fee.

Cancellation rights

You have a statutory 'cooling-off' right, which entitles you to cancel your booking within 14 days of us confirming receipt of it. After the cooling-off period, cancellations may be made in accordance with our cancellations policy as set out below.

Cancellation Policy

If for any reason you are unable to attend or complete any part of the Programme you should let the Recognised Centre know as soon as possible. The Recognised Centre may offer a refund of part/all of the Fee in accordance with the cancellation policy below:

1. if you are acting as a consumer, you will have the right to cancel one or more places from the booking **for up to 14 days** after the date on which we confirm receipt of your booking (the '**cooling off period**') if you notify the Recognised Centre of your wish to cancel and to receive a full refund for the cancelled place; and/or

2. if you are not acting as a consumer or following the expiry of the cooling-off period, you will have the right to cancel your place if you notify the Recognised Centre of your wish to cancel but this will be subject to the following charges:
- **cancellation not less than 28 days before the course start date.** A full refund will be given less an administration fee of £25;
 - **cancellation 21-27 days before the course start date.** A 75% refund will be given less an administration fee of £25;
 - **cancellation 14-21 days before the course start date.** A 50% refund will be given less an administration fee of £25; or
 - **cancellation less than 14 days before the course start date.** No refund will be given.

The Recognised Centre shall use reasonable endeavours to deliver the Programme in accordance with these terms and conditions but reserves the right to amend, postpone or cancel the Programme and amend or postpone Programme times and/or dates at any time, including if there are insufficient numbers or if the tutor is ill or indisposed. In such circumstances, the Recognised Centre will invite you to choose another available course or, if this is not possible the Recognised Centre may in its sole discretion, offer you a full or partial refund of the amount paid for Programme.

The Recognised Centre may cancel or suspend your access to the Programme if you:

- are in breach of these terms and conditions;
- are in breach of any of the ground or venue regulations where a Programme is being held; or
- if in the Recognised Centre's reasonable opinion, your behaviour is abusive, offensive or unacceptable.

The Recognised Centre will not be for any delay in or failure to perform its obligations under this contract (other than a payment of money) where such delay or failure results from force majeure, act of God, fire, explosion, accident, terrorist action, industrial dispute or any other cause beyond reasonable control.

Warranty and Limitations of Liability

The Recognised Centre will use reasonable skill and care in the preparation and presentation of the Programme. All other conditions, warranties, guarantees and representations whether express or implied, statutory or otherwise are excluded to the fullest extent permissible by law.

The Recognised Centre's liability for losses you suffer as a result of us breaking this agreement is strictly limited to the Fee you paid for the Programme. For the avoidance of doubt, the Recognised Centre is the party liable to you, and in no circumstances shall the ECB be held responsible or liable where the Recognised Centre is a County.

Nothing in these terms and conditions shall limit or exclude the Recognised Centre's liability for death or personal injury caused by its negligence; fraud or fraudulent misrepresentation; or for any other liability which cannot be limited or excluded by law.

Intellectual Property

"Intellectual Property Rights" means all intellectual property and other rights of whatsoever nature, howsoever arising and in whatever media, whether or not registered or capable of registration, and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world (including, without limitation, trade marks, service marks, trade names, registered designs, domain names, moral rights, patents, copyright and related rights, goodwill and

the right to sue for passing off, rights to use, and protect the confidentiality of, confidential information, and all other intellectual property rights); and “ECB Intellectual Property” means any Intellectual Property Rights arising, existing or created in relation to the Programme including any Programme materials and any other logos, designs, designations, materials, information and marks owned or controlled by the ECB.

You acknowledge and agree that all Intellectual Property Rights in the ECB Intellectual Property (including the Programme materials) shall belong exclusively and in their entirety to the ECB.

You shall not, except with the express prior written consent of the ECB, at any time and under any circumstances:

- use and/or reproduce any name, logo, or other identifying feature of the ECB or any associated company for any purpose whatsoever, whether in any of its advertising or promotional materials or otherwise;
- have any right to describe yourself as being officially “approved” or “endorsed” (or any similar phrase) by the ECB save by identifying yourself as a graduate of the Programme; and/or
- use the ECB Intellectual Property except strictly for completing the Programme or for the purpose of delivering coaching after the Programme;

You shall, on demand, stop using and return to the ECB any of the ECB Intellectual Property in your possession.

General

The Recognised Centre shall hold and use any personal data collected about a Coach or applicant in accordance with the ECB’s privacy notice for the Programme, a copy of which was in the online application form, can be found [here](#) or can be obtained by contacting privacy@ecb.co.uk.

These terms and conditions constitute the entire agreement between you and the Recognised Centre in relation to the Programme and supersede any and all prior agreements, discussions, understandings, representations or promises. The parties acknowledge that these terms and conditions are personal between the parties and that these terms of conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

You warrant to the Recognised Centre that you have not relied upon any representation not recorded here which has induced you to enter into these terms and conditions.

The ECB may change these terms and conditions at any time at its sole discretion.

If there is an inconsistency between any of the provisions in these terms and conditions and the provisions of the Course and Event Booking Terms and Conditions, the provisions of these terms and conditions shall prevail.

If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.

These terms and conditions are governed by English law and the Coach and the Recognised Centre submit to the exclusive jurisdiction of the English Courts.