

ECB Core Coach

Terms and Conditions

Introduction

The 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 (our registered VAT number is GB672860707) (the "**ECB**") has developed a coach development programme and qualification called the ECB Core Coach (the "**Programme**") for cricket coaches in England and Wales (each a "**Coach**" and together the "**Coaches**"). The Programme was designed by the ECB and is regulated by 1st4sport Qualifications (the "**Awarding Organisation**"). The Awarding Organisation may have its own terms of business and privacy practices - it is your responsibility to satisfy yourself in this regard and we have no liability in connection with the same (please see <https://www.1st4sportqualifications.com/privacystatement/> and <https://www.1st4sportqualifications.com/content-page/policies-procedures/> for more details).

This Programme may be run by either the ECB or a cricket county in England and Wales (each a "**County**") 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.

Any descriptive matter or advertising materials issued by the ECB regarding the Programme shall not form part of these terms and conditions.

Programme Details

The Programme is an externally awarded entry level qualification to for coaching cricket in England and Wales. This Programme has been designed to give Coaches the knowledge, skills and confidence to lead player-centred coaching sessions. Coaches have two years from registration to complete the Programme. Each Coach who completes the Programme will be considered an "**ECB Core Coach**".

An ECB Core Coach will be qualified to lead coaching sessions independently and without supervision.

The Programme consists of fourteen modules in total. Six e-learning modules are integrated with eight face-to-face modules. The face-to-face modules will be completed over four days or eight half days (the "Training Day") at a venue arranged by the Recognised Centre.

Coaches are assessed by multiple methods to determine their competency. Two observing coaching sessions, a short answer question assessment and multiple choice question assessment. The observations take place during the face-to-face modules.

Should a Coach be not yet competent in any assessed task at the first attempt, two further attempts shall be permitted.

In order to receive certification from the Awarding Organisation, a Coach must:

- receive a competent assessment decision from the two observed sessions;
- receive a competent grade in the multiple choice question assessment;
- receive a competent grade in the short answer question assessment;
- be at least 18 years of age;
- hold a valid and up-to-date ECB Disclosure and Barring Service (DBS) check, which shall be provided to the Recognised Centre; and
- have completed the ECB Safeguarding Young Cricketers' course.

Certificates will be sent from the Awarding Organisation directly to the Coach. The ECB or Recognised Centre will not be sent or hold a copy. Replacement certificates can be provided by the Awarding Organisation at a charge.

Any feedback that you give about the Programme may be used by us for any purpose (including developing the Programme Materials) without any obligation to compensate you for your contribution.

Fee and Payment

The cost of the Programme is £300.00 (inclusive of VAT) per Coach (the “**Fee**”). This Fee contributes to covering the cost of the following for each Coach:

- Six x e-learning modules;
- Eight x face to face modules;
- Programme materials including access to icoachcricket;
- Registration with the Awarding Organisation; and
- Certificate.

Not included in the Fee are:

- any meals or refreshments; and
- travel expenses, including parking.

Payment is accepted by the methods shown on the booking page. In providing payment card details, the Coach confirms that they 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 when a booking is made.

If payment is not received from the Coach when due, the Recognised Centre reserves the right to cancel the booking without any liability to the Coach. Refunds, if applicable, will only be made using the payment method and/or to the card originally used for payment.

Application

To be eligible to apply for the Programme a Coach must be aged 17 years old or over. Please note that in order to receive certification from the Awarding Organisation, a Coach must be aged 18 or over.

Coach Obligations

Each Coach agrees that it shall:

- ensure that the application form and any other information provided to the Recognised Centre during the course of the application and Programme is accurate and complete;

- provide the Recognised Centre, its employees, agents, consultants and subcontractors, with any information which may reasonably be required by the Recognised Centre in the delivery of the Programme;
- co-operate with the Recognised Centre in all matters relating to the Programme;
- comply with any and all Programme requirements, including the assessment procedure;
- keep any password or log in details for the ECB's e-learning platform confidential and not share these details with any third party; and
- keep all materials, documents, Programme information and any ECB Intellectual Property (as defined below) provided by the ECB or Recognised Centre in connection with the Programme ("Programme Materials") in safe custody at its own risk and not share or make these Programme Materials available to any third party at any time.

Cooling-off Period

Any Coach acting as a consumer (i.e. any Coach for whom coaching is wholly or mainly outside their trade, business, craft or profession) has a statutory 'cooling-off' period, which entitles them to cancel their Programme booking within 14 days of completing the registration form and making payment of the Fee.

If a Coach wishes to cancel their Programme booking within this cooling-off period they must notify the Recognised Centre in writing by email using the details provided on booking of their wish to cancel. The Registered Centre will make any refund due to a Coach using the same means of payment as the Coach used for the payment of the Fee, unless they have agreed otherwise, and within 14 days of the Coach notifying the Registered Centre of its desire in writing to cancel under the cooling-off period.

Other Cancellation

If for any reason a Coach is unable to attend or complete any part of the Programme, the Coach should let the Recognised Centre know as soon as possible. The Recognised Centre may offer a refund of part or all of the Fee in exceptional circumstances (in the Recognised Centre's sole discretion).

Supply of the Programme

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 or amend or postpone Programme modules at any time without notice.

The Recognised Centre reserves the right to amend the Programme, and these terms and conditions, if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Programme and shall notify the Coach in such event.

The Recognised Centre may cancel or suspend a Coach's access to the Programme if they:

- 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, their behaviour is abusive, offensive or unacceptable.

The Recognised Centre will not be responsible for any delay in or failure to perform its obligations under this contract (other than a payment of any refund in accordance with these terms and conditions) where such delay or failure results from force majeure event, act of God, fire, explosion, accident, industrial dispute, epidemic or pandemic (including COVID-19), 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, and the Programme is provided on an “as is” basis.

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. Subject to this, the Recognised Centre shall not be liable to you in any circumstances for any indirect or consequential loss (which expression shall include but not be limited to loss of anticipated profits, loss of future earnings, loss of anticipated savings and all other economic loss).

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.

The Coach acknowledges and agrees that all Intellectual Property Rights in the ECB Intellectual Property (including the Programme Materials) shall belong exclusively and in their entirety to the ECB.

No Coach shall, 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 themselves as being officially “approved” or “endorsed” (or any similar phrase) by the ECB save by identifying themselves as a graduate of the Programme;
- reproduce, scan or copy any Programme Materials without the prior written consent of the ECB; or
- use the ECB Intellectual Property except strictly for completing the Programme.

The Coach shall, on demand, stop using and return to the ECB any of the ECB Intellectual Property in their possession.

General

The ECB shall use, protect and share personal data collected via our course booking system (currently Cvent) in accordance with the ECB's event bookings privacy notice ([see here](#)). In respect of other personal data collected about a Coach in connection with the Programme, the ECB shall use, protect and share such personal data in accordance with the ECB's Coach Development privacy notice ([see here](#)). Each County has its own privacy practices and you should refer to the relevant County's privacy notice for details.

These terms and conditions constitute the entire agreement between you and the ECB (and each County if relevant) 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 ECB 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 available on the registration website, 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 you, the ECB and each County submit to the non-exclusive jurisdiction of the courts of England and Wales.

If you would like to discuss these terms and conditions, or the Programme, please see our information about how to get in touch which can be found [here](#).