

Parent and guardian registration for the All Stars – “Have A Go” events 2019

Terms and Conditions

The England and Wales Cricket Board Limited (company number 03251364) (the **ECB**) runs and operates the All Stars Cricket participation programme (the **All Stars Cricket Course**). As part of the All Stars Cricket Course, the ECB will be hosting a number of All Stars “Have A Go” events from July to September 2019 across England and Wales (each a **Session**, together the **Sessions**), at which children (including children already registered on the All Stars Cricket Course) and their parents will be able to attend Sessions organised by the ECB and play cricket together.

These parent and guardian registration terms and conditions (**Registration Terms and Conditions**) contain important information about your rights and are legally binding. You should print and keep a copy of them for your records.

The following Registration Terms and Conditions apply to the booking of the Sessions. These are additional and supplementary to the terms and conditions of the All Stars “Have A Go” privacy policy (accessed at: <https://pulse-static-files.s3.amazonaws.com/ecb/document/2019/06/11/f4f66999-bb88-4237-96c4-af9b3a98c90f/All-Stars-Cricket-v2-5-June-2019-v2.1.pdf>) and any other relevant privacy policy, as issued by the ECB from time to time (together the **Policies**) and any additional terms and conditions provided by the ECB which also apply. These Registration Terms and Conditions may be amended at any time and the terms and conditions that apply for each booking will be those on the ECB All Stars Cricket Course website (accessed at: <https://www.ecb.co.uk/play/all-stars>) (the **Website**) or the ECB’s browser / app-based booking service website (accessed at: <https://ecb.clubspark.uk/allstars/searchresults>) (**ClubSpark**) at the time you make your booking.

Bookings for the Sessions will only be accepted from a parent or guardian of the child attending or a responsible adult who has the permission of the child’s parent or guardian. By registering to attend a Session you are confirming that you are the parent or guardian of the child who will attend or have the permission of the child’s parent or guardian and that you have the authority to agree to these Registration Terms and Conditions and Policies and to elect preferences and give consent(s) on their behalf.

1. Registering to attend a Session

When registering to attend a Session through ClubSpark, it is your responsibility to make sure that all information provided to us is accurate. Your booking is an offer for you and the child or children for whom you book a place to attend a Session and will not be binding on us until we send you an email to confirm the booking. We reserve the right to reject any booking and to limit the number of places you may book.

2. Age of participant

The Sessions are aimed at 5-8-year old children and their parents.

3. Participation Requirements

Your child will be permitted to participate in the Session, provided that you as the parent or guardian are actively involved in the Session. For the avoidance of doubt, at least one parent or guardian will be required to remain with their child/children for the entire duration of the Session. By making a booking, you confirm that these conditions are met. While you are actively involved in the session, you will need to adhere to additional conditions which the Club shall inform you of.

4. Pricing

The Sessions will be free of charge.

5. Equipment

Each child registered by their parent to attend a Session will also receive an All Stars Cricket bat and ball free of charge at the end of their Session, provided that the child is registered for their Session at least 5 working days before the scheduled date of the Session.

6. Change of Session details or cancellation

If, for any reason, the venue, date and/or times of your chosen Session is changed at any date and/or time, or your Session is cancelled, the ECB will notify you as soon as possible by email using the email address provided on registration. Where possible we will try to find another Session nearby to transfer your booking. If this is not possible, you will be entitled to cancel your booking. In the event of adverse weather conditions on the day of your Session, where possible the Session may be moved to an indoor venue on site, depending on the available facilities at the relevant venue. Where this is not possible, your Session may be cancelled.

7. Liability

To the extent permitted by law, the ECB shall not be liable or responsible for any direct, indirect, consequential loss or damage (including, without limitation, loss or property or profit, business revenue or opportunity or anticipated savings and loss or data damage to any data) or for any costs, claims or demands of any nature whatsoever arising directly or indirectly out of you and/or your child's attendance and participation in the Sessions. The ECB does not exclude its liability for death and personal injury caused by its negligence.

You acknowledge and agree that we provide the Website and ClubSpark merely to facilitate the booking of the Sessions.

8. Accuracy of information

We try to ensure that all information on the Website and ClubSpark about the Sessions provided are correct. Any typographical, clerical or other error is subject to correction without any liability on our part. Any advice or recommendation given on the Website or ClubSpark or otherwise given to you by us, or any of our employees or agents, is followed or acted upon entirely at your own risk and we are not liable for such advice or recommendation.

9. General

Each paragraph (and sub-paragraph) of these Registration Terms and Conditions operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining paragraphs (or sub-paragraphs) will remain in full force and effect.

These Registration Terms and Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law and the parties agree to the exclusive jurisdiction of the courts of England and Wales.

We reserve the right to amend these terms without notice from time to time.

Parent and guardian registration for the All Stars cricket course 2019

Terms and Conditions

The England and Wales Cricket Board Limited (company number 03251364) (the **ECB**) runs and operates the All Stars Cricket participation programme (the **All Stars Cricket Course**).

These parent and guardian registration terms and conditions (**Registration Terms and Conditions**) contain important information about your rights and are legally binding. You should print and keep a copy of them for your records.

The following Registration Terms and Conditions apply to the booking of the All Stars Cricket Course. These are additional and supplementary to the terms and conditions of the All Stars Cricket Course privacy policy (accessed by clicking [here](#)) and any other relevant privacy policy, as issued by the ECB from time to time (together the **Policies**) and any additional terms and conditions provided by the ECB which also apply. These Registration Terms and Conditions may be amended at any time and the terms and conditions that apply for each booking will be those on the ECB All Stars Cricket Course website (accessed at: <https://www.ecb.co.uk/play/all-stars>) (the **Website**) or the ECB's browser / app-based booking service website (accessed at: <https://ecb.clubspark.uk/allstars/searchresults>) (**ClubSpark**) at the time you make your booking.

Bookings for the All Stars Cricket Course will only be accepted from a parent or guardian of the child attending or a responsible adult who has the permission of the child's parent or guardian. By making a booking you are confirming that you are the parent or guardian of the child who will attend or have the permission of the child's parent or guardian and that you have the authority to agree to these Registration Terms and Conditions and Policies and to elect preferences and give consent(s) on their behalf.

1. Making a booking

When making a booking, it is your responsibility to make sure that all information provided to us is accurate. Your booking is an offer for the child or children for whom you book a place to attend the All Stars Cricket Course at the relevant cricket club (the **Club**) and will not be binding on us until we send you an email to confirm the booking. We reserve the right to reject any booking and to limit the number of places you may book.

2. Age of participant

All Stars Cricket is aimed at 5-8-year old children. If your child is outside of this age range, participation is permitted on the condition that, for younger children, you as the parent or guardian are actively involved in the session. By making a booking, you confirm that these conditions are met. If you are actively involved in the session, you will need to adhere to additional conditions which the Club shall inform you of.

3. Pricing

All prices on the Website and ClubSpark are in pounds sterling and include VAT unless expressly stated otherwise. We take care to ensure that all pricing information on the Website and ClubSpark is accurate but occasionally there may be an error. Prices of All Star Cricket Courses may vary from club to club, as it is subject to each club's individual discretionary All Star Cricket Course pricing.

4. What is included

Our charges are for participation in the All Stars Cricket Course for which you have booked and for a participant pack for the All Stars Cricket Course only.

5. Participant packs

Each participant pack includes personalised items. You will be invited during the booking process to specify your personalisation requirements and to select your preferred cricket bat and t-shirt size. These packs will take a minimum of ten working days to be delivered. You can change your personalisation requirements up to 24 hours after your booking is made. We do not give any guarantee that participant packs will be delivered before the start of your All Stars Cricket Course where the booking is made less than 2 weeks before the All Stars Cricket Course starts.

6. Returns of items and exchanges

Personalised items in participant packs cannot be exchanged unless the pack(s) delivered were faulty at the time of delivery. Faulty items in the participant pack can be exchanged. Please email the ECB allstarscricket@ecb.co.uk for further guidance on returns and exchanges.

7. Change of Course details

If, for any reason, the venue, date and/or times of your All Stars Cricket Course are changed at any date and/or time, the Club will notify you as soon as possible. If this is not acceptable to you, you will be transferred to an alternative centre or you can cancel your booking and receive a full refund.

8. Change of session details

If, for any reason during the All Stars Cricket Course, the venue, date and/or times of one of your All Stars Cricket Course sessions is changed or cancelled, the Club will notify you as soon as possible. Please note, if you are unable to attend the alternative session, you will not receive a refund. Where possible, the Club will add additional dates on to the end of the All Stars Cricket Course.

9. Cancellation of programme

If, for any reason, your All Stars Cricket Course is cancelled at any date and/or time before the All Stars Cricket Course commences, we will notify you as soon as possible. Where possible we will try to find another session locally and transfer your child. If this is not acceptable to you, you will be entitled to cancel your booking and receive a full refund.

10. Payment and refunds

We accept payment by the methods shown on our booking page. In providing payment card details, you confirm that you are authorised to use the card and authorise us, or our payment service provider, to take payment in full for the All Stars Cricket Course that you have booked. Payment will normally be taken immediately when a booking is made. If we do not receive payment from you when due, we 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. Booking and transaction fees charged by the payment service provider are non-refundable (see <https://stripe.com/gb/checkout/legal> for details).

11. Cancellation rights

You can cancel your booking at any time. However, we will start preparing the participant pack 24 hours after your booking is made and you will consequently, subject to clauses 7 and 9, not be entitled to a refund for the booking if you cancel more than 24 hours after you made the booking.

All refunds for a cancelled All Stars Cricket Course bookings will be made by the ECB within 14 full days of receiving notice of cancellation from the person making the booking.

Booking and transaction fees charged by the payment service provider are non-refundable (see <https://stripe.com/gb/checkout/legal> for details).

12. Liability

Our maximum liability to you is limited to the price paid by you for the All Stars Cricket Course. Without prejudice to the liability cap, save for expressly provided in these Registration Terms and Conditions, the ECB shall not be liable for any direct, indirect, consequential loss or damage (including, without limitation, loss or property or profit, business revenue or opportunity or anticipated savings and loss or data damage to any data) or for any costs, claims or demands of any nature whatsoever arising directly or indirectly out of the use of or access to the Content or any part thereof or in respect of any defect therein or any failure to provide or the late delivery of the same howsoever arising. The ECB does not exclude its liability for death and personal injury caused by its negligence.

You acknowledge and agree that we provide the Website and ClubSpark merely to facilitate the booking of All Stars Cricket Course.

13. Accuracy of information

We try to ensure that all information on the Website and ClubSpark about the All Stars Cricket Course provided are correct. Any typographical, clerical or other error is subject to correction without any liability on our part. Any advice or recommendation given on the Website or ClubSpark or otherwise given to you by us, or any of our employees or agents, is followed or acted upon entirely at your own risk and we are not liable for such advice or recommendation.

14. General

Each paragraph (and sub-paragraph) of these Registration Terms and Conditions operates separately. If any court or competent authority decides that any of them are unlawful or

unenforceable, the remaining paragraphs (or sub-paragraphs) will remain in full force and effect.

These Registration Terms and Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law and the parties agree to the exclusive jurisdiction of the courts of England and Wales.

We reserve the right to amend these terms without notice from time to time.

Club Registration for the All Stars cricket course 2019

Club Terms and Conditions

The England and Wales Cricket Board Limited (company number 03251364) (the **ECB**) runs and operates the All Stars Cricket participation course (the **All Stars Cricket Course**).

These terms and conditions (the **Club Terms and Conditions**) apply to any cricket club wishing to register to deliver the All Stars Cricket Course (the **Club**). The purpose of these terms and conditions is to provide you and your Club with information about the All Stars Cricket Course. By accessing any of the pages on the ECB All Stars Cricket Course website (accessed at: <https://www.ecb.co.uk/play/all-stars>) (the **Website**) or the ECB's browser / app-based service website (accessed at: <https://ecb.clubspark.uk/allstars/searchresults>) (**ClubSpark**), you agree that your Club will comply with the Club Terms and Conditions set out below. If you are not authorized to accept the Club Terms and Conditions on behalf of your Club or you do not agree with these Club Terms and Conditions, please leave the Website and ClubSpark immediately.

1 Club registration

1.1 As part of registering to deliver the All Stars Cricket Course the Club understands that it must meet the following criteria:

- a) a whole Club commitment to providing a brilliant first experience for children on the All Stars Cricket Course;
- b) have an up-to-date insurance policy that includes £5 million public liability including volunteer cover and £10 million employee liability;
- c) a Club welfare officer who has undertaken ECB's "Safe Hands - Welfare of Young People in Cricket" (**Safe Hands**) policy training;
- d) a trained first-aider on site; and
- e) an accredited All Stars Cricket Course activator to lead the All Stars Cricket Course.

Please contact the ECB (allstarscricket@ecb.co.uk) if you require any support to meet these requirements.

1.2 The Club will participate in the All Stars Cricket Course using ClubSpark.

1.3 The Main Administrator (as defined below) is responsible for ensuring that the Club, the Lead Activator, any Adult Helper and any Parent Helper (all as defined below) are aware of, and comply with, these Club Terms and Conditions.

1.4 Each Club must nominate one individual to be the main administrator (the **Main Administrator**). The ECB will only give access privileges to ClubSpark to the person who has been so nominated and whose name and address has been provided in writing by the relevant Club to the ECB. The Main Administrator will be primarily responsible for setting up the Club

account on ClubSpark. The Main Administrator will be the main point of contact between the ECB and the Club in respect of ClubSpark.

1.5 Each Club must nominate one individual to be the lead activator who will be primarily responsible for the organisation and delivery of the Course (the **Lead Activator**). The Club will be responsible for ensuring compliance by the Lead Activator with the code of conduct outlined in the Safe Hands policy. The Lead Activator will be the main point of contact between the ECB and the Club in respect of the organisation of the Course. Each Lead Activator for each Club will be required to:

- a) have an up-to-date disclosure and barring service (**DBS**) certificate which shall be provided to the Club, and uploaded to ClubSpark, by the Lead Activator as proof of certification;
- b) be at least 18 years of age;
- c) have been registered by the Main Administrator of their Club in order to be permitted access to their Club account on ClubSpark in order to take the register for each individual session of the All Stars Club Course; and
- d) ensure that there is a ratio of either one Lead Activator or one Adult Helper or one Parent Helper (both as defined below) per every eight children and that it is maintained for each individual session of the All Stars Club Course.

1.6 The Lead Activator for each Club may be supported by a number of assistant activators who must each be over 18 years of age and must have an up-to-date DBS certificate which shall be provided to the Club as proof of certification (each an **Adult Helper**). The Lead Activator and the Club shall be responsible for ensuring that each Adult Helper complies with the Safe Hands policy.

1.7 The Lead Activator for each Club may, from time to time, be supported by parents or guardians of the participants (each a **Parent Helper**). Each Parent Helper must be over 18 years of age. The Lead Activator and Club shall be responsible for monitoring how many sessions of the All Stars Club Course each Parent Helper assists with and ensuring that after helping at three sessions, such Parent Helper obtains a DBS check. The Parent Helper must ensure that they provide the resultant DBS certificate to the Club as proof of such certification. After helping at three sessions of the All Stars Club Course the Parent Helper will be classed as an Adult Helper and the Club and Lead Activator must ensure that they meet any additional criteria in paragraph 1.6 above.

2. Use of Website and ClubSpark

2.1 The ECB does not guarantee that the Website or ClubSpark, or any content on either the Website or ClubSpark, will always be available or be uninterrupted. The ECB will not be liable for any unavailability of the Website or ClubSpark and may change both the Website and/or ClubSpark from time to time. The ECB does not guarantee that the Website or ClubSpark will be secure or free from bugs or viruses. The Club is responsible for configuring information technology, computer programmes and platforms to access the Website and ClubSpark.

2.2 The Club shall ensure that the Main Administrator does not:

- a) misuse either the Website or ClubSpark by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- b) attempt to gain unauthorised access to either the Website or ClubSpark, the server on which either the Website or ClubSpark is stored or any server, computer or database connected to either Website; or
- c) attack either the Website or ClubSpark via a denial-of-service attack or a distributed denial-of service attack.

In the event of such a breach, the Club's right to use the Website or ClubSpark will cease immediately.

2.3 As between the ECB and the Club, the ECB owns all copyright and all other intellectual property rights in all text, images, sound, service marks, logos and other materials on the pages of the Website and ClubSpark (the **Content**) or such Content is reproduced on the Website or ClubSpark with permission of the relevant rights owner. The ECB grants the Club a non-exclusive, non-sublicensable, non-transferable, revocable licence to access and use the Website and ClubSpark, in each case solely for the purpose of running the All Stars Cricket Course. All other rights are reserved by the ECB.

2.4 ClubSpark will be provided and used by the Club (including the Main Administrator and Lead Activator) only for lawful use and to set up the All Stars Cricket Course sessions and to register instructors for those All Star Cricket Course sessions. If the Club takes any optional modules available through ClubSpark, these must be used lawfully and within all guidelines set by the ECB. The ECB grants the Club a limited, non-transferable licence to make use of ClubSpark for the purposes of providing the All Stars Cricket Course and administering sessions.

2.5 The Main Administrator will have access privileges enabling him or her to read, upload and amend all material for the Club on ClubSpark. The Main Administrator will be permitted to provide the Lead Activator with access to their Club site on ClubSpark in order to take a register of participants at each session of the All Stars Club Course. The ECB will not be liable for any loss or damage of any nature incurred in the event of the actions of any Main Administrator or Lead Activator. In the event that administrative access is given to an unauthorised person, the Main Administrator must immediately notify the ECB.

2.6 The ECB may from time to time provide links to third party websites as part of the Website or ClubSpark. The ECB has no control over third party websites and accepts no liability for any statements, information, content, products or services that are published or may be accessible from those third party websites.

2.7 The Club may provide a link to the Website or ClubSpark, provided that it does so in a way that does not damage the ECB's reputation or take advantage of it.

2.6 The Club may not use the Website or ClubSpark in any manner:

- a) which could disable, damage, overburden or impair either the Website or ClubSpark;

- b) which is abusive, vulgar, racist, sexist, defamatory, sexually orientated or obscene or which will harass, distress, embarrass or inconvenience any person;
- c) which is unlawful in any respect; or
- d) which may bring the ECB, its affiliated organisations or the game of cricket into disrepute.

3 Club Responsibilities

3.1 The Club is responsible for setting up and maintaining its own relationship with the relevant payment services provider.

3.2 If the Club subscribes to or uses any social media to promote the All Star Cricket Course available through ClubSpark, the Club is responsible for ensuring that it is compliant with any terms and conditions and policies of the relevant social media network(s).

3.3 The Main Administrator is responsible for ensuring the quality and accuracy of materials displayed for each All Star Cricket Course session for the relevant Club and to promptly rectify any errors.

3.4 The Club is responsible for accrediting instructors, including the Lead Activator and any Adult Helpers, for the All Stars Cricket Course and the ECB will have no liability whatsoever in respect of instructors.

3.5 Each Club and its Main Administrator, agree to comply with, and the Club shall ensure that the Lead Activator and any Adult Helpers agree to comply with, the prevailing Safe Hands policy and in particular the guidelines for the taking and use of the images of young people (a copy of the latest version is available from the ECB).

3.6 The Club and the Main Administrator will, and the Club will procure that the Lead Activator, any Adult Helpers and any Parent Helpers will, each ensure that they do not do anything or encourage or permit any other person to do anything that might cause them, him or herself or the ECB to be in breach of the Data Protection Act 2018 or the All Stars Cricket Course privacy policy (accessed at: <https://pulse-static-files.s3.amazonaws.com/ecb/document/2019/06/11/f4f66999-bb88-4237-96c4-af9b3a98c90f/All-Stars-Cricket-v2-5-June-2019-v2.1.pdf>) and any other relevant privacy policy, as issued by the ECB without notice from time to time.

3.7 If the Club wishes to use any ECB intellectual property (including, but not limited to, any text, images, sound, software, service marks, logos and other materials relating to the ECB or the All Stars Cricket Course) the Club shall obtain the prior written approval of the ECB and shall adhere to any brand guidelines provided to it by the ECB from time to time.

3.8 The Club hereby agrees to fully indemnify and keep indemnified the ECB against all liabilities, claims, actions, proceedings, loss, damage, costs or expenses suffered or incurred by the ECB arising out of any breach or non-performance of all or any obligations and/or undertakings under the Club Terms and Conditions.

4 ECB Rights

4.1 The ECB retains and reserves the right (but not the obligation) to refuse to include a Club or the All Stars Cricket Course sessions on ClubSpark where, in the ECB's sole opinion, inclusion would or might infringe the rights of any person, or that could be a breach of any of these Club Terms and Conditions or ECB policies.

4.2 The ECB retains and reserves the rights to revoke, refuse or limit access to all or part of ClubSpark at its absolute discretion at any time without reason.

4.3 The ECB reserves the right at its sole and absolute discretion to cease the operation of ClubSpark at any time without notice.

4.4 Any delay or failure of the ECB to remove or suspend any All Stars Cricket Course or individual All Stars Cricket Course session or any materials or to revoke, refuse or limit access does not in any way constitute a waiver of the ECB's right to do so.

4.4 Save for expressly provided in these Club Terms and Conditions, the ECB shall not be liable for any direct, indirect, consequential loss or damage (including, without limitation, loss or property or profit, business revenue or opportunity or anticipated savings and loss or data damage to any data) or for any costs, claims or demands of any nature whatsoever arising directly or indirectly out of the use of or access to the Content or any part thereof or in respect of any defect therein or any failure to provide or the late delivery of the same howsoever arising. The ECB does not exclude its liability for death and personal injury caused by its negligence.

5 General

5.1 Each paragraph (and sub-paragraph) of these Club Terms and Conditions operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining paragraphs (or sub-paragraphs) will remain in full force and effect.

5.2 These Club Terms and Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law and the parties agree to the exclusive jurisdiction of the courts of England and Wales.

5.3 The ECB reserves its right to amend these terms without notice from time to time.