

## Club registration terms and conditions for the All Stars Cricket programme 2020 and the Dynamos Cricket programme 2020

The England and Wales Cricket Board Limited (company number 03251364) (the **ECB**) runs and operates the All Stars Cricket programme for children aged between 5 and 8 years old (**All Stars**) and the Dynamos Cricket programme for children aged between 8 and 11 years old (**Dynamos** and together with All Stars, the **Programmes** and each a **Programme**).

These terms and conditions (the **Club Terms and Conditions**) apply to any cricket club wishing to register to deliver one or both of the Programmes at their club (the **Club**). The purpose of these Club Terms and Conditions is to provide you and your Club with information about the Programmes.

By accessing any of the pages on the ECB website (accessed at: <https://www.ecb.co.uk/>) (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 do not use, and please leave the Website and ClubSpark immediately.

### 1. Club registration

1.1. As part of registering to deliver one or both of the Programmes the Club understands that it must meet the following criteria:

- a) a whole Club commitment to providing a brilliant first cricket experience for children on the Programme(s);
- b) have an up-to-date insurance policies that include a public liability policy with an indemnity limit of at least five million pounds (£5,000,000) in aggregate, including volunteer cover, and an employer's liability policy with an indemnity limit of at least ten million pounds (£10,000,000) in aggregate;
- c) a Club welfare officer who has undertaken ECB's "Safe Hands - Welfare of Young People in Cricket" (**Safe Hands**) policy training and any required refresher course;
- d) a trained and appropriately qualified first-aider on site at all times;
- e) an accredited All Stars activator to lead All Stars who has completed the relevant ECB training; and
- f) an accredited Dynamos activator to lead Dynamos who has completed the relevant ECB training.

Please contact the ECB at [allstarscricket@ecb.co.uk](mailto:allstarscricket@ecb.co.uk) in relation to All Stars and at [dynamos@ecb.co.uk](mailto:dynamos@ecb.co.uk) in relation to Dynamos if you require any support to meet, or have any queries in relation to, these requirements.

1.2. The Club will allow bookings onto the Programme(s) being delivered at the Club using the Club's page on 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.

## 2. Delivering the Programmes

2.1. Each Club must nominate one individual to be the main administrator of each Programme (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 (where the Club confirms that it has appropriate consents from the Main Administrator to do so). 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.

2.2. Each Club must nominate one individual to be the lead activator who will be primarily responsible for the organisation and delivery of the Programme(s) (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 relevant Programme. Each Lead Activator for the Club will be required to:

- a) have an up-to-date ECB 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 to take the register for each individual session of the relevant Programme; and
- d) ensure that there is a ratio of one Lead Activator or one Adult Helper or one Parent Helper (as defined below) per every eight children and that it is maintained for each individual session of the relevant Programme.

2.3. 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 ECB 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.

2.4. 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 relevant Programme each Parent Helper assists with and ensuring that after helping at any three sessions at the Club (on one of both of the Programmes combined), such Parent Helper obtains a DBS certificate. The Parent Helper must ensure that they provide the resultant DBS certificate to the Club as proof of such certification. After helping at any three sessions, 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 2.2 above.

### 3. Programme Requirements

- 3.1. Each Club shall ensure that each Lead Activator and Main Administrator attends the annual mandatory ECB training that the Club will be notified about directly. Each Lead Activator must attend this training before the Club is permitted to deliver either of the Programmes. The mandatory training will inform the Lead Activator of how to structure the sessions and the suggested content of each session. The Club shall ensure that the Lead Activator follows the ECB's guidance and delivers the Programme(s) in the manner expected.
- 3.2. All Stars is aimed at children between the ages of 5 and 8 years old. If a child is younger than 5 years old, participation in All Stars is permitted on the basis that a parent or guardian of that child is actively involved in the sessions. The Club will be responsible for ensuring that this condition is adhered to in respect of children younger than 5 years old. Dynamos Cricket is aimed at children between the ages of 8 and 11 years old. If a child is older than 11 years old, the Club should advise parents and guardians to contact the ECB directly for information on additional local opportunities for children over 11 years old.

### 4. Use of Website and ClubSpark

- 4.1. 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.
- 4.2. 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.

- 4.3. 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 Programmes. All other rights are reserved by the ECB.

- 4.4. 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 Programmes and to register instructors for those Programme 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 each Programme and administering sessions.
- 4.5. 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 Programmes. 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.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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.

## **5. Club Responsibilities**

- 5.1. The Club is responsible for setting up and maintaining its own relationship with the relevant payment services provider.
- 5.2. If the Club subscribes to or uses any social media to promote the Programmes 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).
- 5.3. The Main Administrator is responsible for ensuring the quality and accuracy of materials displayed for each Programme session for the relevant Club and to promptly rectify any errors.

- 5.4.** The Club is responsible for accrediting instructors, including the Lead Activator and any Adult Helpers, for the Programmes and the ECB will have no liability whatsoever in respect of instructors or helpers.
- 5.5.** 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).
- 5.6.** 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 privacy policy for the Programmes (accessed at <https://ecb.clubspark.uk/PrivacyPolicyDocument>) and any other relevant privacy policy, as issued by the ECB without notice from time to time.
- 5.7.** 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 Programmes) 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.
- 5.8.** 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 these Club Terms and Conditions.

## **6. ECB Rights**

- 6.1.** The ECB retains and reserves the right (but not the obligation) to refuse to include a Club and/or the Programme 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.
- 6.2.** 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.
- 6.3.** The ECB reserves the right at its sole and absolute discretion to cease the operation of ClubSpark at any time without notice.
- 6.4.** Any delay or failure of the ECB to remove or suspend any Programme or individual Programme 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.
- 6.5.** 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.

## **7. General**

- 7.1.** 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.
- 7.2.** 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.
- 7.3.** The ECB reserves its right to amend these terms and conditions without notice from time to time.