

## Parent and guardian registration for the All Stars Cricket course 2023

### 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 or download 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 or centre (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, if agreed with the club prior to booking. 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 (new participants only) and t-shirt size. These packs will take a minimum of ten working days to be delivered. Any change on their order is only allowed up to 24 hours after your booking is made and any changes after this time limit will not be processed as the kit has been sent for production. 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, not including Bank Holidays.

#### 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](mailto:allstarscricket@ecb.co.uk) for further guidance on returns and exchanges.

#### 7. Change of Course details

If, for any reason, the venues, dates 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 any changes are not acceptable to you, you will be transferred to an alternative centre or you can cancel your booking and receive a full refund. This clause will apply for both one-off and multiple changes.

#### 8. Change of session details

If, for any reason during the All Stars Cricket Course, the venue, date and/or times of one or more of your individual 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. This provision will apply if you cancel for any reason (other than in accordance with clauses 7 and 9), including if your child is unable to attend the All Stars Cricket Course due to COVID-19 or other illness. You will also not be entitled to a partial refund if your child is unable to attend any sessions on their All Stars Cricket Course. 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. Health and Safety

You and your child must follow all applicable UK Government and Public Health guidance and regulations relating to COVID-19 (including any variants thereof), and any other public health emergency. You and your child must follow all applicable ECB guidance relating to the All Stars Cricket Course and also follow any health, safety and security measures put in place by the Club, even where this means modifications to the game.

#### 13. 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.

#### 14. 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.

#### 15. 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 noncontractual disputes or claims) are governed by English law and the parties agree to the exclusive jurisdiction of the courts of England and Wales. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. We reserve the right to amend these terms without notice from time to time.

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Parent and guardian registration for the Dynamos Cricket course 2023

### Terms and Conditions

The England and Wales Cricket Board Limited (company number 03251364) (the ECB) runs and operates the Dynamos Cricket participation programme (the Dynamos 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 or download and keep a copy of them for your records. The following Registration Terms and Conditions apply to the booking of the Dynamos Cricket Course. These are additional and supplementary to the terms and conditions of the Dynamos 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 Dynamos Cricket Course website (accessed at: <https://www.ecb.co.uk/play/dynamoscricket>) (the Website) or the ECB's browser / app-based booking service website (accessed at: <https://ecb.clubspark.uk/dynamos/searchresults>) (ClubSpark) at the time you make your booking. Bookings for the Dynamos 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 Dynamos Cricket Course at the relevant cricket club or centre (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

Dynamos is aimed at 8-11-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 and if the club agree prior to booking. 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 Dynamos Cricket Courses may vary from club to club, as it is subject to each club's individual discretionary Dynamos Cricket Course pricing.

### 4. What is included

Our charges are for participation in the Dynamos Cricket Course for which you have booked and for a participant pack for the Dynamos 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 when selecting your preferred t-shirt size. These packs will take a minimum of ten working days to be delivered. Any change on their order is only allowed up to 24 hours and any changes exceeding this time limit will not be processed as the kit has been sent for production. We do not give any guarantee that participant packs will be delivered before the start of your Dynamos Cricket Course where the booking is made less than 2 weeks before the Dynamos Cricket Course starts, not including Bank Holidays.

### 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 [dynamoscricquet@ecb.co.uk](mailto:dynamoscricquet@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 Dynamos 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 Dynamos Cricket Course, the venue, date and/or times of one of your Dynamos 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 Dynamos Cricket Course.

#### 9. Cancellation of programme

If, for any reason, your Dynamos Cricket Course is cancelled at any date and/or time before the Dynamos 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 Dynamos 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 Dynamos 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. Health and Safety

You and your child must follow all applicable UK Government and Public Health guidance and regulations relating to COVID-19 (including any variants thereof), and any other public health emergency. You and your child must follow all applicable ECB guidance relating to the Dynamos Cricket Course and also follow any health, safety and security measures put in place by the Club, even where this means modifications to the game.

#### 13. Liability

Our maximum liability to you is limited to the price paid by you for the Dynamos 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 Dynamos Cricket Course.

#### 14. Accuracy of information

We try to ensure that all information on the Website and ClubSpark about the Dynamos 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.

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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 noncontractual 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.