

Performance Coach Course 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") runs the ECB UKCC3 Performance Coach Course (the "Course") for cricket coaches in England and Wales (each a "Coach"). These terms and conditions set out the terms on which the ECB agrees to provide the Course to Coaches. By submitting an application to participate in the Course, you agree to these terms and conditions.

Course Details

The Course is designed for Coaches working in the following areas (male and female):

- County Age Group U13 and above;
- Emerging Players Programme;
- County Academy Programme;
- County Professional Programme; and
- England Men's and Women's Development Programmes.

The Course forms part of the ECB's Elite Coach Development Programme and has been designed specifically to meet the needs of Coaches working with performance players in performance environments. The aim of the Course focuses on developing and equipping Coaches with the knowledge, skills and thinking to work effectively with the most talented young players and adult cricketers and teams. Successful applicants to the course will be assigned a personal Mentor/Assessor who will hold an induction, be available at certain times for face to face or group meetings, and offer support, guidance and advice when needed during the learning journey

The course is delivered over eight group tutoring days spread over 3–4 months. There are areas of work, both practical and theory, to be completed prior to, during and after the Course which make up the assessment process. Completion of the Course requires a high level of commitment from Coaches. Coaches must ensure that they are available to attend all 8 contact days of the Course. Each area of work will have a stipulated completion date which Coaches must adhere to, and final completion and qualification must be completed within 9 months of registering on the Course.

The cost of the Course is £750 (the "Fee"). This Fee contributes to covering the cost of a coach:

- Accommodation for the 3 modules (5 nights' accommodation);
- Breakfast and lunch on days the course is taking place (8 lunches, 5 breakfasts, 1 dinner);
- Course materials;
- 3 meeting visits with assigned mentor/assessor; and
- Provision of future post Level 3 CPD resources (Inside Edge Hub and Inside Edge magazine).

Not included in the Fee are:

- Any meals not listed above; and
- Travel expenses.

Further details relating to the Course, including the skills that Coaches can expect to develop can be found [here](#).

Application

In order to apply you must hold the following minimum qualifications and certificates:

- ECB UKCC2 coaching qualification;
- ECB L2 qualification or an ECB recognised equivalent overseas coaching qualification; and
- Active Disclosure & Barring Service (DBS) check, Safeguarding and Protecting Children certificate (sportscoach UK) or ECB Safeguarding Young Cricketers online refresher, and First Aid certificate.

Further your application must be supported by an approved endorsing body (an “Endorsing Body”). The following Endorsing Bodies are accepted:

- County Cricket Board;
- ECB Coaches Association Rep;
- County Academy Director;
- County Director of Cricket; and
- ECB.

If you think the Course is right for you and you can be endorsed by an approved Endorsing Body, you should complete Part A of the [Application Form](#). This will be sent to your nominated Endorsing Body, who will complete Part B as a reference and submit the completed form to the ECB. Please note that it is your responsibility to ensure that the form reaches both the Endorsing Body and ultimately the ECB.

After analysing all applications, the ECB will invite short-listed applicants to attend regional interviews, from which the final selections for the Course will be made. The interview process is designed to ensure that you are aware of the commitment required and to assess your suitability for the Course.

The ECB will take into account a number of factors when deciding who to invite to interviews and who to invite on the course. These include if an applicant:

- is currently, and intends to continue, working in the correct area of the game (being a county U13 age group or above environment).
- contributing actively to the England pathways;
- demonstrates an openness to learn, self-awareness, a passion for the game, and a commitment to the course;
- shows an expected level of understanding around technical, tactical, physical and mental factors in connection with player development; and
- has a high level of relevant previous cricket and/or coaching experience in a performance environment.

Before accepting you onto the course, the ECB will also need to be satisfied that you fully understand the commitment required and have a positive intent to complete the Course. The ECB will reject your application where it feels this is in doubt.

The ECB’s decision as to whether to accept you onto the Course shall be made in the ECB’s sole discretion and shall be final. The ECB shall have no liability resulting from its refusal to accept you onto a Course.

If you are accepted onto the course a further email will be sent to you detailing any preparatory work that you must do, details of the mentor that has been assigned you and further details about the Course date and Location.

Payment

The ECB will invoice you for the Fee following a successful application, and this must be paid before the start of the course. Information as to how to pay the Fee can be found in the supplementary information that the ECB shall provide you after acceptance onto the Course.

Cancellation

If for any reason you are unable to attend or complete any part of the Course you should let the ECB know as soon as possible. The ECB may offer a refund of part/all of the Fee exceptional circumstances (in the ECB's sole discretion).

The ECB shall use reasonable endeavours to deliver the Course in accordance with these terms and conditions but reserves the right to amend, postpone or cancel the Course and amend or postpone Course times and/or dates at any time.

The ECB may cancel or suspend your access to the Course if you:

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

The ECB 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, industrial dispute or any other cause beyond reasonable control.

Warranty and Limitations of Liability

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

Nothing in these terms and conditions shall limit or exclude the ECB'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 ECB 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 Course including any Course 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 Course 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 Course; and/or
- use the ECB Intellectual Property except strictly for completing the Course (except any Inside Edge materials which may be used after the Course for the purpose of delivering coaching);

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

General

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

These terms and conditions constitute the entire agreement between the you and the ECB in relation to the Course and supersede any and all prior agreements, discussions, understandings, representations or promises.

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.

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 you and the ECB submit to the exclusive jurisdiction of the English Courts.