

# ECB Accreditation 2018

## Terms and Conditions

**(for all 2018 international and domestic matches in England and Wales)**

England and Wales Cricket Board Limited ("ECB") is the commercial entity of the England and Wales Cricket Board responsible for development of the game of cricket in England and Wales. The ECB has the right to determine which individuals are granted conditional access to venues during the 2018 season including (but not necessarily limited) for any match forming part of the Men's Test Series, Royal London ODI Series, International Twenty20, Women's International Matches, Specsavers County Championship, Royal London One-Day Cup, T20 Blast, and the Kia Super League (as each may be referred to from time-to-time) (each a "Match" and the venue for each Match being a "Venue").

These Terms and Conditions ("Terms") set out the terms on which the ECB grants a successful applicant (an "Accredited Party") with accreditation for access to the Venues for each Match.

Accreditation will be subject to the Accredited Party complying with the following Terms. The applicant confirms that he is making this application for accreditation with the full knowledge and consent of his employer. The applicant further confirms that he is authorised to enter into this legally binding agreement for himself and on behalf of his employer and that his employer will be bound by these Terms. Where the applicant is self-employed he/she is deemed to be the employer. Failure to abide by these Terms may result in the applicant or the employer's accreditation being revoked for the duration of the season or for such other period as the ECB deems appropriate.

### **1. General**

1.1. All Accredited Parties and his/her employer (if any) agree:

- (a) to abide by and comply with any terms of entry into the Venues as prescribed from time to time by the ECB or the Venue authority, to the extent those terms of entry do not directly and materially conflict with the rights set out in these Terms;
- (b) to provide the ECB, upon request, with a copy of one or more of the following:
  - (i) his/her valid passport;
  - (ii) his/her valid photo driving licence;

- (iii) his/her valid photo identity card;
  - (iv) his/her birth certificate
- solely for the purpose of enabling the ECB to conduct such background checks as it deems necessary for safety and security purposes, failing which the ECB reserves the right to reject the request for accreditation or revoke the accreditation (as applicable);
- (c) to abide by all reasonable directions of the ECB or the Venue authority whilst in the grounds, including, but not limited to, places and times of access to the grounds;
  - (d) at all times whilst in any Venue:
    - (i) to wear such identifying pass and/or bib or armband ("Accreditation Device") as may be provided by the ECB or Venue authority and ensure such pass and/or bib or armband is visible at all times; and
    - (ii) not to tamper with any of such items or do anything to obscure any part of them;
  - (e) not to prejudice or infringe the copyright or other intellectual property or proprietary interests owned by, or licensed to, any person officially involved in the staging of a Match;
  - (f) to conduct himself/herself/themselves and act generally in a manner that will not bring the Match or the game of cricket into disrepute;
  - (g) to conduct himself/herself/themselves in a manner that will not cause offence to, or otherwise inhibit the enjoyment of, all other parties in attendance at the Match, including, but not limited to, rightsholders, players and team management, match officials, spectators and Venue and ECB employees;
  - (h) that by completing the online application form, they acknowledge and agree that that they have read these Terms, that they have understood and accepted them and that they will strictly comply with them in full and at all relevant times. Where permitted "bulk" applications are made, it is the responsibility of the person making applications on behalf of others to ensure that all applicants and Accredited Parties have read these Terms, that they have understood and accepted them and that they will strictly comply with them in full and at all relevant times;
  - (i) that submission of an application form does not guarantee the granting of accreditation or access to any Venue; and
  - (j) not to do anything that would infringe or pose an adverse effect on the rights granted by the ECB to its broadcasters and other sponsors, partners or suppliers provided that such rights do not limit any of the rights granted to the Accredited Party in this Agreement and of which the Accredited Party is aware, or could reasonably be expected to be aware.

- 1.2 In the event that an applicant or Accredited Party or his/her employer objects to the ECB's interpretation of its actions or inactions pursuant to clause 1.1(j) above, the ECB may (without prejudice to paragraph 4.3 below) offer to hold good faith discussions with such applicant or Accredited Party or his/her employer in relation to the same prior to exercising any of its rights under this agreement.
- 1.3 In the event that an applicant or Accredited Party or his/her employer holds a separate agreement with the ECB ("ECB Commercial Agreement"), for example a contract for the provision of services, and the terms of that ECB Commercial Agreement conflict with these Terms, the terms of the ECB Commercial Agreement shall prevail to the extent of the conflict.
- 1.4 Nothing in these Terms restricts or prevents the exercise of legitimate journalistic practice, including, but not limited to independent reporting, fair comment and criticism.
- 1.5 If any provision or part-provision of these Terms 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 provision shall not affect the validity and enforceability of the rest of these Terms.
- 1.6 The ECB agrees to provide reasonable prior written notice to an Accredited Party of any variations to these Terms and confirms that such variations will not have retrospective effect.

## **2. Insurance, Indemnity, Risk and Access**

- 2.1. An Accredited Party and his/her employer (if any) confirms that he/she has adequate public liability insurance in respect of his/her activities at the Venue and agrees to produce evidence of such cover prior to his/her entry into the Venues for each Match and/or on demand to the ECB or the Venue authority. Photographers are directed specifically to paragraph 9.2(g) of these Terms.
- 2.2. The Accredited Party and his/her employer (if any) jointly and severally hereby indemnify and hold harmless the ECB against any direct loss or damage to the ECB or their employees, officers and agents or arising out of any dispute, proceedings, claim, suit or other action brought against

the ECB by any third party resulting from or in any way connected with (i) negligence or misconduct of the Accredited Party or his/her employer at the Venue; and (ii) a breach of these Terms by the Accredited Party or his/her employer.

- 2.3. If any third party makes a claim, or notifies an intention to make a claim, suit or other action against the ECB or their officers, employees or agents which may reasonably be considered likely to give rise to a liability under the indemnity set out in clause 2.2 (a "Claim"), the ECB shall:
- (a) as soon as reasonably practicable, give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail;
  - (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party; and
  - (c) cooperate with the indemnifying party as reasonably requested.

The indemnifying party shall have sole control of the defence and/or settlement of any Claim, provided, however, that the indemnifying party shall not enter into any settlement that may adversely affect the ECB's rights or interests, or impose any obligation on the ECB, without the ECB's prior written approval.

- 2.4. The Accredited Party and his/her employer (if any) acknowledge that the Accredited Party shall move in and around the Venue at his/her own risk.
- 2.5. Access to a Venue will be refused to any person noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or to any person behaving or likely to behave violently, harmfully or in a manner contrary to public order. Furthermore, access will be refused to any person whose appearance or behaviour negatively affects the public standing of the Match or the ECB.

### **3. Accreditation not Transferable**

- 3.1. The Accredited Party and his/her employer (if any) acknowledge that any accreditation granted to the Accredited Party is personal to the Accredited Party and may not be loaned, transferred, sold or assigned to any other person.
- 3.2. The Accreditation Device remains the property of the ECB at all times and shall be returned immediately upon request.

#### **4. Grant and Revocation of Accreditation**

- 4.1. The ECB may grant or reject the request for accreditation in its absolute discretion, including (without limitation) consideration of legal, safety and security requirements of staging an event at a high-profile international venue, and after imposing such further terms and conditions as it sees fit.
- 4.2. Without prejudice to paragraph 4.1, the ECB shall be entitled to reject any application for accreditation where it considers the grant of accreditation and/or the conduct of any applicant or his/her employer will have a material adverse effect on the ECB, the game of cricket or any ECB officer or employee (subject at all times to paragraph 1.4). In the event the ECB rejects a request for accreditation, the ECB will provide a reasonable level of detail as to its decision to the rejected applicant.
- 4.3. Once granted, the ECB may revoke accreditation at any time in its absolute discretion without being liable to compensate the Accredited Party, the employer or any other person provided always that whenever practical the ECB shall consult with an Accredited Party's employer prior to revoking accreditation. An employer will be entitled to apply for a replacement accreditation where an Accredited Party's accreditation has been revoked by the ECB.
- 4.4. Without prejudice to paragraph 4.3, the ECB shall be entitled to revoke any accreditation where it considers the continued accreditation and/or the conduct of any Accredited Party and/or his/her employer has a material adverse effect on the ECB, the game of cricket or any ECB officer or employee (subject at all times to paragraph 1.4).
- 4.5. The Accredited Party and/or his/her employer shall inform the ECB if there is a change of control of the employer within the meaning of "control" under section 1124 of the Corporation Tax Act 2010. In the event of such a change of control, the ECB may (without prejudice to clause 4.3) in its absolute discretion revoke the accreditation of the employer's Accredited Parties without being liable to compensate such Accredited Parties, the employer or any other person.
- 4.6. The ECB or its representative may ask an Accredited Party to substantiate the work being undertaken at these matches/Venues by requesting evidence of their work. If requested, this evidence must be provided as soon as is practicable and no later than 24 hours after the initial request. Should this material not be provided, the ECB may withdraw this accreditation.

- 4.7 The Accredited Party and his/her employer (if any) confirm (i) that the Accredited Party will at all material times be legally entitled to work in the United Kingdom for their work at the Venues; and (ii) that, where relevant to their work, the Accredited Party has undergone and passed all such background/security checks which would be reasonably expected in his/her field (e.g. DBS checks for security staff or those working closely with children). The ECB or its representative may ask an Accredited Party and/or his employer for evidence of such entitlement to work in the United Kingdom and/or background/security checks. Should this material not be provided within a reasonable period of time, the ECB may withdraw accreditation.

## **5. Conduct**

- 5.1. The Accredited Party agrees to take all reasonable care, including with his/her equipment (if any), and shall observe all health and safety rules and regulations and other security requirements that apply at the Venue and shall follow all reasonable safety instructions of the staff at the Venue.
- 5.2 The Accredited Party agrees to conduct himself in a way that will not bring these Matches and/or the game of cricket into ridicule or disrepute and will behave at all times in a manner to be expected of a professional in his/her field. The Accredited Party agrees not to interfere with other Accredited Parties (including the media), spectators, players, teams, match officials or the Match itself and agrees to refrain from any behaviour that is offensive, aggressive or discourteous. The ECB reserves the right to withdraw accreditation (effectively immediately) if it considers that the Accredited Party has breached any of these requirements.
- 5.3. All Accredited Parties acknowledge that they shall abide by the terms of the ICC Anti-Racism Policy (available for review on the ICC website). Without prejudice to the foregoing, any conduct by the Accredited Party (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, threaten, disparage or vilify any reasonable person (including, without limitation, any player, match official, staff member or spectator) on the basis of their race, sex, religion, culture, colour, descent, nation, ethnic origin, gender, gender reassignment, sexual orientation or disability will result in his/her accreditation being withdrawn, his/her ejection from the Venue and possible further action such as criminal prosecution, identification by way of photographing or capturing by video camera of his/her image and a life-ban being imposed on the Accredited Party.

## 6. Anti-Corruption

- 6.1. The Accredited Party acknowledges that both the International Cricket Council, of which the ECB is a member, and the ECB itself have published Anti-Corruption Codes and related policies and procedures which are in place to eradicate conduct of a corrupt nature that is prejudicial to the interests of the game of cricket. By completing the application form, applicants and Accredited Parties agree that any information he/she receives (whether directly or indirectly) as a result of obtaining accreditation shall be for the sole purpose of media reporting or conducting other legitimate Match business. The information obtained whilst in the possession of an Accreditation Device shall not be used or disclosed by the Accredited Party for the purposes of obtaining any gain (financial or otherwise) or the creation or collection of data, whether directly or indirectly, for the purpose of gambling, betting, gaming or any other form of financial speculation.
- 6.2. The Accredited Party shall not, whilst in any Venue:
- (a) use any computer, telecommunication or electronic device to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Match, including, but not limited to, ball-by-ball spread betting and/or the use of betting exchanges; or
  - (b) offer to any third party any bribe or other reward to fix or contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Match.
- 6.3 Each Accredited Party undertakes to immediately report any suspicious betting or other potentially corrupt activity of which he/she becomes aware to the ECB's ACCESS Unit through either the dedicated secure and confidential ECB phone number at 0845 265 8000 or email address at [Anti-Corruption@ecb.co.uk](mailto:Anti-Corruption@ecb.co.uk).

## 7. Lost or Stolen Accreditation Devices

Lost or stolen Accreditation Devices should be reported to the ECB at the earliest possible opportunity, and the ECB shall, at its sole discretion, decide whether a new Accreditation Device is to be issued.

## 8. Sound and Image Recording

- 8.1. The provisions of this part 8 of these Terms do not apply to representatives of authorised media licensees (e.g. television and radio broadcasters, new media licensees) of the Event. Such licensees are requested to refer to their ECB Commercial Agreement and/or any media rightsholder and other applicable documentation with respect to the terms and conditions applying to the use of sound and images from the Match.
- 8.2. Except as permitted in accordance with the role-specific Terms below for Accredited Parties in the media, each applicant and Accredited Party is prohibited at the Venue from:
- (a) recording, broadcasting or transmitting or assisting any person to record, broadcast or transmit, by any means whatsoever (including, without limitation, radio, television, over the Internet or by way of mobile telephone or other mobile device, modem or other form of technology), any image, moving images, sounds (including, without limitation, commentary), data, results, scores or commentary of or concerning any of the Matches, or the Venues, attendees or any activity at any Match, except with the express prior written consent of the ECB. For the avoidance of doubt, this paragraph 8.2 (a) is not intended to prevent the distribution of data, results, scores or textual commentary distributed or published as part of news services for editorial purposes or to prevent coverage of post-Match press conferences via any form of media; and/or
  - (b) selling, licensing, distributing or otherwise publishing, disseminating or reproducing whether in whole or in part, any recordings relating to a Match, a Venue, attendees or any activity at any Match (including, without limitation, photographs, video recordings or sound recordings), except with the express prior written consent of the ECB. For the avoidance of doubt, this paragraph 8.2(b) is not intended to prevent the distributing or otherwise publishing, disseminating and reproducing, syndication, licensing or sale of photographs for editorial purposes.

## **9. Specific Obligations – Accredited Parties in the media**

### **9.1. Written Press**

- (a) The applicant or Accredited Party and his/her employer (if any) acknowledge and agree that accreditation will enable the Accredited Party to gain entry into any Venue for the sole purpose of providing content to the news organisations as set out in his/her application for accreditation. For the avoidance of doubt, this paragraph 9.1(a) is not intended to prevent the distributing or otherwise publishing, disseminating and reproducing, syndication, licensing or sale of content for editorial purposes.

- (b) The Accredited Party will be entitled to produce and, subject to paragraph 8.2 of these Terms, publish text and data relating to a Match, the Venue, attendees or activities at the Venue. Text may include, but must not solely comprise team and/or individual scores and statistics.
- (c) Text and data generated, captured or produced within the Venue may be transmitted to an outside agency for publication (by that agency or any third party recipient) for bona fide news reporting provided that any text or data (including for the avoidance of doubt, text or data transmitted from the Venue by any other employee or agent of the Accredited Party's employer) is not published or updated more than is reasonable to provide bona fide news reporting.
- (d) For the avoidance of doubt, the Accredited Party and his/her employer (if any) is prohibited from transmitting any dedicated live ball-by-ball scoring service from Matches using data or text transmitted from the Venue.
- (e) Written Press Accredited Parties performing a dual function of a television broadcaster (presenter or cameraman) or his/her employer (if any) must notify the ECB of their broadcast intentions at the time of their application, and shall also respect the Terms laid out in paragraph 9.5.

## 9.2. Photographers

- (a) The applicant or Accredited Party and his/her employer (if any) acknowledge and agree that accreditation will enable the Accredited Party to gain entry into any Venue for the sole purpose of taking photographs inside the Venues for editorial purposes.
- (b) The Accredited Party shall not use his/her accreditation at any time, whether now or in the future, for any Commercial Purpose (as defined below) without the express prior written permission of the ECB.
- (c) The Accredited Party may, notwithstanding clause (a) above and provided that he/she is an accredited photographer, originate still photographic pictures of a Match for editorial use on or in print media, websites and within news services such as syndication services and in the case of a news agency for their clients/customers provided that:
  - (i) they appear as still images (and not as moving images to emulate broadcast);
  - (ii) the still images are published as captured or with adaptation but without deliberately removing, replacing or obscuring any logo of a sponsor of the ECB, a team, a player or of the Venue; and

- (iii) the still images are used only for bona fide editorial purposes and are not used for any Commercial Purpose (as defined below).
- (d) Photographs taken within the Venue by an Accredited Party may be transmitted from the Venue to an outside agency for publication (by that agency or any third party recipient):
  - (i) in printed newspapers, sports-related magazines or other magazines with the prior written approval of the ECB; and/or
  - (ii) on a website provided that any photographs that appear on such website appear as still images (and not as moving images to emulate broadcast).
- (e) Under no circumstance shall the Accredited Party and/or his/her employer (if any) be able to use (or cause or permit to be used by any third party) any photographs taken at any Match by the Accredited Party in any book where such photographs include (i) any trademarks, logos or other intellectual property of the ECB or (ii) an image of any participant in any Match played within or at a Match venue, unless all necessary legal clearances and consents have first been obtained in writing from the relevant rightsholder.
- (f) The Accredited Party and/or his/her employer (if any) will not knowingly sell or supply any photographs to any third party who intends to use any photograph for a Commercial Purpose (as defined below) and the Accredited Party and/or his/her employer (if any) will procure the prior written agreement of any third party to whom the Accredited Party and/or his/her employer (if any) licence, sell or supply any photograph not to use any photograph for a Commercial Purpose as defined below.
- (g) The Accredited Party and (if appropriate) his/her employer confirms that he has adequate public liability insurance cover for an amount of not less than £5,000,000 for any one occurrence and not less than £20,000,000 in aggregate and free from any restrictions or exclusions in respect of his/her activities at the Venue and agrees to produce evidence of such cover prior to his/her entry into the Venues for each Match and/or on demand to the ECB or the Venue authority.

### 9.3 Commercial Purposes

- (a) Photographs of Match action, photographs taken at the Venue and text or data created by the Accredited Party at the Match Venue relating to a Match may not be used for a commercial association with any third party which is a direct competitor of any official supplier, partner or sponsor of the ECB (as listed on the ECB's official website from time to time or as otherwise notified in writing to the News Media Coalition prior to that date). For the avoidance of doubt, this restriction shall include, without limitation, promoting a

photograph as the "XYZ pic of the day" or, sponsoring a report on a Match or running a competition relating to an ECB event using a photograph. Furthermore, this restriction will only apply to editorial, including supplements, which is dedicated solely to ECB events governed by these Terms.

- (b) Except as permitted by 9.3 (a), the Accredited Party and his/her employer (if any) agree that photographs and text must not be used for any Commercial Purposes whatsoever without the prior written consent of the ECB (which may be withheld in its absolute discretion).
- (c) For the purposes of these Terms, "Commercial Purposes" includes, but is not limited to:
  - (i) promotions or any promotional materials (other than the promotion of editorial coverage of cricket matches and/or series in newspapers, magazines and broadcast and other editorial service, and point-of-sale promotion for such coverage as long as such point-of-sale promotional materials are not sold or distributed to members of the public);
  - (ii) advertising (including advertorials) other than sponsorship/commercial associations with content (whether text, data or photographs) subject to the restrictions set out at clause 9.3 (a) above;
  - (iii) merchandising purposes as well as animations, avatars and invitations, calendars, packaging, collector cards, posters (other than those which are of an editorial nature and form part of a newspaper or news-based magazine or sports-related magazine), stickers, pop-up, stand-up or other collector cards; competitions, recordings; videos and films, games (including computer games), software;
  - (iv) subject to these Terms, any use that generates financial value to the person or organisation using the content solely as a result of such use, save for the sale/syndication/licensing of text/data or photographs for editorial coverage or to book publishers subject to 9.2 (e) above; or
  - (v) any use that in any manner falsely suggests an endorsement by or sponsorship of the ECB, any team participating in an ECB organised event or any member of a participating team;

#### 9.4. Non-Rightsholding Radio Broadcasters

The applicant or Accredited Party and his/her employer (if any) acknowledge and agree that accreditation will enable the Accredited Party to gain entry into Venues for the sole purpose of transmission by radio of verbal reports as to the status or results of each Match, provided always that no more than two (2) minutes of verbal updates/reports that do not constitute live commentary may be transmitted from the relevant

Venue by any means during any single hour of play of any Match. The applicant, Accredited Party and his/her employer (if any), in any event, acknowledge and agree that the ECB's News Access Guidelines apply (available to view at [www.ecb.co.uk/accreditation](http://www.ecb.co.uk/accreditation)) to Accredited Parties who enter the Venues to transmit radio verbal reports of Matches for non-rightsholding radio broadcasters.

#### 9.5. Non-Rightsholding Television Broadcasters

The applicant or Accredited Party and his/her employer (if any) acknowledge and agree that accreditation will enable the Accredited Party to gain entry into Venues for the sole purpose of reporting the status and/or outcome of each Match on free-to-air or pay television, provided always that the recordings, broadcasts, narrowcasts or other transmissions of sound, data and/or images that are made or taken from inside the relevant Venue on Match days are within the terms of the ECB's News Access Guidelines (available to view at [www.ecb.co.uk/accreditation](http://www.ecb.co.uk/accreditation)). The applicant or Accredited Party and his/her employer (if any), in any event, acknowledge and agree that the ECB's News Access Guidelines apply to Accredited Parties who enter the Venues to report Matches on free-to-air or pay television for non-rightsholding television broadcasters.

These Terms shall be governed by and construed in accordance with English Law. The ECB reserves the right (without prejudice to any other right or remedy it may have) to withdraw accreditation at any time if the applicant or Accredited Party breaches any of these Terms.

Further queries on ECB accreditation should be directed to:

Neil Sharman

[Neil.Sharman@ecb.co.uk](mailto:Neil.Sharman@ecb.co.uk)

Or to

[accreditation@ecb.co.uk](mailto:accreditation@ecb.co.uk)