

AUGUST 2021

1. DEFINITIONS

In these Terms & Conditions (except where a different interpretation is necessary in the context) the words and expressions set out below shall have the following meanings:

- 1.1 **Booking:** a booking for a Visit made in accordance with paragraph 2;
- 1.2 **Father Time Wall:** Lord's Father Time Wall situated at Cavendish Close behind of the Grand Stand and the Compton Stand at Lord's;
- 1.3 **General Ground Regulations:** those general ground regulations of the Club from time to time, which can be viewed at: lords.org/groundregulations;
- 1.4 **Lord's:** Lord's Ground, London NW8 8QN;
- 1.5 **MCC:** Marylebone Cricket Club of Lord's, London NW8 8QN;
- 1.6 **Platform:** MCC's platform at: tours.lords.org;
- 1.7 **Start Time:** the starting time for the Visit as detailed on the Platform;
- 1.8 **Terms & Conditions:** these terms & conditions;
- 1.9 **Visit:** the provision by MCC to Visitors with a Booking the opportunity to visit Father Time Wall on the Visiting Date;
- 1.10 **Visiting Date:** the date for the Visit as detailed on the Platform;
- 1.11 **Visitor(s):** (i) a member of the general public that has previously purchased a plaque to be installed on Father Time Wall; and (ii) the guest(s) of that member of the general public that has previously purchased a plaque to be installed on Father Time Wall; and
- 1.12 **Visitors List:** the list of Visitors that have made a Booking.

2. BOOKING AND ENTRY

- 2.1 Visits are offered on a first come, first served basis and subject to availability.
- 2.2 A Visitor wishing to book a Visit must do so online via the Platform in order to be added to the Visitors List. Visitors must select their preferred Visiting Date on the Platform.
- 2.3 MCC will confirm a Booking by email to the email address registered to the Visitor's account on the Platform (**Confirmation Email**). At this point a legally binding contract will be in place between MCC and the Visitor.
- 2.4 Visitors are strictly limited to no more than 10 per Booking.
- 2.5 MCC is not responsible for any technical glitches or malfunctions on the Platform or any other problems out of its control that result in a Booking not being properly received by MCC.
- 2.6 MCC cannot accept any responsibility for any damage, loss, injury or disappointment suffered by a Visitor as a result of using the Platform or as a result of not obtaining a Booking.
- 2.7 By making a Booking, Visitors will be deemed to have accepted and agreed to be bound by these Terms & Conditions.
- 2.8 Entry to the Visit shall be at the North Gate at Lord's and Visitors shall be asked to confirm their name and show the Confirmation Email to the gateman who shall verify against the Visitors List before allowing entry.

3. REGULATIONS

- 3.1 By making a Booking, Visitors accept and acknowledge that:
 - (a) they are to arrive 10 minutes prior to the Start Time to allow sufficient time to clear security at Lord's. If a Visitor is running late for any reason, they are asked to call the Tours office telephone line on 020 7616 8595 as soon as possible. If Visitors arrive more than 10 minutes after the Start Time, Visitors may be denied entry to the Visit.
 - (b) MCC may conduct security searches of all belongings and/or outer clothing upon entry, exit or at any time whilst at Lord's. Visitors agree to comply with all security checks required to access Lord's. MCC may refuse admission if a Visitor fails to comply with the relevant security checks.
 - (c) MCC shall allocate a strict period as notified by MCC to enjoy the Visit (approximately 55 minutes). The Lord's Shop will be available to visit, via the Grace Gate upon showing [your ticket and/or booking confirmation before or after the Visit;
 - (d) entry to the Visit, Visitors are subject to the General Ground Regulations and such health, safety and security rules and regulations which may be in place from time to time, including without limitation in relation to COVID-19 or any other public health emergency;

3. REGULATIONS CONTINUED

- (e) MCC reserves the right in its sole and absolute discretion to refuse entry to any Customer whose attire is considered to be inappropriate.
 - (f) they shall ensure nothing is done which may constitute a breach of the law or which may be inappropriate, cause nuisance, danger, offence or inconvenience to MCC or any other person on the Visit or any other third party, including but not limited to any Member of MCC, staff, or contractor;
 - (g) they will be accompanied by an MCC representative. Visitors must remain with the MCC representative at all times and follow any and all instructions given by or on behalf of MCC;
 - (h) they are only permitted to access areas of Lord's that form part of the Visit and shall not access any other area of Lord's that does not form part of the Visit;
 - (i) photographing and filming, including any Facetime or other mobile telephone interaction with a third party of Father Time Wall is permitted provided that it is for personal and non-commercial purposes only; and
 - (j) they are solely responsible for any personal possessions brought to the Visit and MCC shall not be liable for any loss or damage to such personal possessions.
- 3.2 MCC shall have the right to prevent access or eject Visitors from the Visit if they breach these Terms & Conditions without any liability to the Visitor by way of compensation, refund, re-entry or otherwise.

4. EVENTS OUTSIDE MCC'S CONTROL

- 4.1 If, as a result of any circumstances which are outside the control of MCC, including without limitation the imposition of any Government restrictions which prevents, inhibits or delays MCC's performance under these Terms & Conditions, MCC shall cancel the corresponding Booking for that Visiting Date by giving notice to the email address registered to the Visitor's account on the Platform. Any cancellation shall be made in MCC's sole and absolute discretion without reason or explanation and such decision shall be final.
- 4.2 If paragraph 4.1 applies, MCC shall use reasonable endeavours to make alternative arrangements, including hosting the Visit on the next best alternative date or if not practicable, cancel the Visit without any liability to the Visitor by way of compensation, refund, re-entry or otherwise.

5. CANCELLATION

- 5.1 MCC reserves the right to cancel the Visit at any time prior to the Visiting Date. MCC's decision to cancel in such circumstance is final without any liability to the Visitor by way of compensation, refund, re-entry or otherwise.
- 5.2 If, for unavoidable reasons, a Customer wishes to cancel a Booking prior to the Event Date, the Customer must notify MCC by email at: tours@mcc.org.uk.

6. LIABILITY

- 6.1 The Visitor shall be liable for all costs, losses and liabilities incurred by MCC as a result of any damage to property of MCC caused by the Visitor and/or any act of the Visitor.
- 6.2 The Visitor shall indemnify MCC against all liabilities, costs, expenses, damages and losses suffered or incurred by MCC and arising out of or in connection with any actions of, or damage caused by, the Visitor.
- 6.3 Nothing in these Terms & Conditions shall exclude or limit the liability of any person for death or personal injury resulting from its wilful or negligent act or omission or any fraudulent conduct or that of any of its representatives or for any act, omission or matter, liability for which may not be excluded or limited under any applicable law.
- 6.4 Subject to paragraph 6.3, MCC shall not be liable to the Visitor in contract, tort (including negligence) or otherwise arising out of or in connection with these Terms & Conditions for any loss, damage, cost or expenses suffered by a Visitor during the Visit.

7. GENERAL

- 7.1 MCC reserves the right to vary these Terms & Conditions, including without limitation to comply with any Government guidance or restrictions.
- 7.2 It is agreed and acknowledged that MCC shall have the benefit of and be entitled to enforce all the provisions of these Terms & Conditions against a Visitor and notwithstanding that they may not be a party to the contract. Save as provided in this Clause 7.2, no third party shall have any right to enforce any of these Terms & Conditions under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 Any personal data collected by MCC shall be processed by MCC in accordance MCC's Privacy Notice which may be viewed at lords.org/privacynotice.
- 7.4 These Terms & Conditions are subject to and governed by English Law.

Please note that parking is not available at Lord's. However, should you require disabled drop-off, please contact the Club Facilities Department on 020 7616 8653. Parking is subject to availability.

Ref: tcftwvisitingdays2021