

2021 TERMS & CONDITIONS FOR THE DAILY LICENCE OF ULTIMATE SUITES AT LORD'S CRICKET GROUND



ENGLAND v NEW ZEALAND TEST MATCH

JANUARY 2021

1. DEFINITIONS

- 1.1 **“Allocation Letter”** means the letter sent electronically from the Club to the Licensee confirming the allocation of the Ultimate Suite, the Match Day, the Licence Fee and any other fees, together with ancillary information;
- 1.2 **“Authorised Caterers”** means the caterers appointed or employed directly by the Club from time to time to provide catering services in the Ultimate Suite;
- 1.3 **“Club”** means Marylebone Cricket Club of Lord's, London NW8 8QN;
- 1.4 **“General Ground Regulations”** means those general regulations of the Club, copies of which are available on lords.org/groundregulations;
- 1.5 **“Invoice”** means an invoice from the Club to the Licensee, referred to in the Allocation Letter, for the Licence Fee and any other fees;
- 1.6 **“Licence”** means the permission to use the Ultimate Suite granted to the Licensee in Clause 2 below;
- 1.7 **“Licensee”** means the person, company or other entity to whom an Ultimate Suite is allocated in the Allocation Letter;
- 1.8 **“Licensee's Email Address”** means the email address registered by the Licensee as part of their online account with the Club;
- 1.9 **“Licence Fee”** means the fee for the use of the Ultimate Suite, which shall include the cost of the Tickets; the food and drinks package; a private tour of the Lord's outfield, accompanied by a cricketing personality; and subject to availability, transport to and from Lord's for the Licensee and their guests to one address within the M25;
- 1.10 **“Lord's” or “Ground”** means Lord's Cricket Ground, London NW8 8QN;
- 1.11 **“Match Day”** means any day of the Test Match which is scheduled to be played at Lord's for which the Licensee has been allocated the Ultimate Suite which is either: (i) the Provisional Match Day; or (ii) if the actual match day differs from the Provisional Match Day the day which has been notified to the Licensee by the Club pursuant to Clause 3.2;
- 1.12 **“Provisional Match Day”** means the following Match Days on which the Test Match has been provisionally scheduled to be played at Lord's and for which the Licensee has been allocated the Ultimate Suite in the Allocation Letter: Wednesday 2 June to Sunday 6 June 2021;

1. DEFINITIONS CONTINUED

- 1.13 **“Terms & Conditions”** means these terms and conditions;
- 1.14 **“Terms & Conditions for the Sale and Allocation of Tickets”** means the terms and conditions for the sale and allocation of the Tickets copies of which are available on lords.org/termsandconditions;
- 1.15 **“Test Match”** means the England v New Zealand Test Match scheduled to be played on the Match Day;
- 1.16 **“Ticket”** means a combined Ground and Ultimate Suite admission ticket which shall be issued in electronic form only; and
- 1.17 **“Ultimate Suite”** means the suite which the Licensee has been allocated as stated in the Allocation Letter.

2. LICENCE

- 2.1 Subject to Clause 2.2, in consideration of the payment by the Licensee to the Club of the Licence Fee and any other fees in accordance with the Allocation Letter and the Invoice, the Club:
- 2.1.1 grants to the Licensee permission to use the Ultimate Suite for the purposes of spectating at the cricket match scheduled to be played and the entertainment of guests on the Match Day between such times as shall be stipulated by the rules and regulations governing admission to Lord's issued by the Club from time to time; and
- 2.1.2 shall make available to the Licensee, the number of Tickets entitling the bearers entry to the Ultimate Suite on the Match Day as specified in the Allocation Letter.
- 2.1 The Licensee acknowledges that Lord's is a working ground. Therefore, not all advertised elements of the Ultimate Suite experience will be available on a particular date due to ground operations. Similarly, experience itineraries and content may vary at MCC's sole discretion and/or for reasons outside of MCC's control without further notice or liability.
- 2.2 The permission to use the Ultimate Suite in Clause 2.1 is subject to availability and to these Terms & Conditions, the Terms & Conditions for the Sale and Allocation of Tickets, the General Ground Regulations and the Club's 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 associated public health emergency, and is also conditional upon the Licensee paying the Licence Fee and any other fees in accordance with the Allocation Letter and the Invoice.
- 2.3 The possession, management and control of the Ultimate Suite shall remain with the Club and the Club shall be entitled to enter at all times for the purpose of exercising such management and control and which at no time may be excluded from the Ultimate Suite (and in exercising such rights, provided the Licensee is in compliance with the Licensee's obligations as set out in these Terms & Conditions, the Club shall cause as little disturbance and inconvenience as possible).

3. MATCH DAY

- 3.1 The Licensee acknowledges that the Provisional Match Day is subject to change at any time following issue of the Allocation Letter.
- 3.2 If the Match Day is to differ from the Provisional Match Day, the Club shall notify the Licensee by email to the Licensee's Email Address and via the Club's website as soon as reasonably practicable of the new date of the Match Day ("Match Day Notice").
- 3.3 If the Licensee can no longer attend the Match Day, the Licensee shall have the right to cancel the Licence by email to the Club at hospitality@lords.org within 14 days following the Club issuing the Match Day Notice.
- 3.4 In the event the Licensee cancels the Licence pursuant to Clause 3.3, the Club shall have no liability or obligation to the Licensee arising out of such cancellation save for providing a refund as set out below.

CANCELLATION NOTICE	REFUND
Within 14 days following the Club issuing the Match Day Notice	100% of the Licence Fee

The Club will refund the Licensee within 30 days following receipt of the Licensee's cancellation notice pursuant to Clause 3.3.

- 3.5 If the Licensee fails to notify the Club within the time specified in Clause 3.3, the Licensee shall be deemed to have accepted the new date of the Match Day.
- 3.6 For the avoidance of doubt, in the event that the Licence is cancelled in accordance with Clause 3.3, the Club shall be entitled to license the Ultimate Suite to a third party.

4. UNDERTAKINGS

- 4.1 The Licensee acknowledges, agrees and undertakes that:
- 4.1.1 the Licensee shall pay to the Club the Invoice within the time period stated on the Invoice, and likewise any subsequent invoices. In addition to other rights and remedies available to the Club, any overdue payments by the Licensee shall bear interest at the rate of 4% above the base lending rate from time to time of the Bank of England Barclays Bank Plc, UK, calculated on a daily basis from the due date of payment until such date of actual payment of such outstanding amount is received in cleared funds by MCC;
- 4.1.2 the Licensee shall be responsible for the conduct of the Licensee's guests and that the Licensee and the Licensee's guests are subject to the Club's General Ground Regulations, any other rules and regulations which may be in place from time to time, and the terms of this contract, and that the Licensee shall not do or permit or suffer anything to be done which may be a nuisance or annoyance to the Club, its Members, staff, agents, suppliers, contractors or other licensees or any other person at Lord's on the Match Day;

4. UNDERTAKINGS CONTINUED

- 4.1.3 due to fire, health and safety regulations and any government guidelines or legislation as may be in force from time to time, there is a maximum capacity for the Ultimate Suite, and that all occupants of the Ultimate Suite are required to be in possession of a Ticket to gain entry to the Ultimate Suite and comply with all health, safety and security checks on admission to Lord's that the Club may impose from time to time;
- 4.1.4 the Licensee shall be responsible for all charges for additional services arranged by or on behalf of the Licensee and/or the Licensee's guests and any other liabilities in connection with the use of the Ultimate Suite which may have been incurred by the Licensee and/or the Licensee's guests and shall also be responsible for any such charges or liabilities incurred but not paid for when due;
- 4.1.5 the Licensee shall not alter the decorations, fixtures, fittings and furnishings of the Ultimate Suite;
- 4.1.6 the Licensee, as soon as reasonably practicable, at the Licensee's own expense, shall make good any damage to the Ultimate Suite, its decorations, fixtures, fittings and furnishings caused by the Licensee or the Licensee's guests (fair wear and tear excepted) on the Match Day, failing which the Club may make good any such damage and the reasonable expense of so doing shall be paid by the Licensee to the Club within seven days of written demand;
- 4.1.7 the Licensee shall not use the Ultimate Suite nor any display panel on the outwards facing surface of the railings on the balcony for banners or advertising material of any kind;
- 4.1.8 the Ultimate Suite must be vacated no later than 30 minutes after the close of play unless otherwise advised by the Club. If the day's play is abandoned for adverse weather and/or early completion of the match, in the case of abandonment, the Ultimate Suite must be vacated no later than one hour after the announcement of such abandonment, or in the case of early completion, one hour after the end of the scheduled tea interval, whichever is later, or as otherwise instructed by the Club. Bar facilities will close no later than half an hour after the close of play, or in case of abandonment, 30 minutes after the announcement of such abandonment or the end of the scheduled tea interval, whichever is later or as otherwise determined by the Club; and
- 4.1.9 any person who makes abusive or threatening comments, whether racially or sexually motivated or otherwise, or who, in any way, acts in an abusive or threatening manner, or whose presence, as determined by the Club, in its reasonable opinion, is a source of danger, nuisance or annoyance to others, may be subject to ejection from Lord's and any other action as may be determined by the Club. Therefore, the Licensee shall not do or permit or suffer anything to be done which may be abusive, threatening, a source of danger, nuisance or annoyance to the Club, its Members, staff, agents, suppliers, contractors or other licensees or any other person at Lord's on the Match Day.

4. UNDERTAKINGS CONTINUED

- 4.2 Subject to Clause 4.1 and Clause 5.1.3, the Club shall maintain the Ultimate Suite in a state reasonably fit for the purposes contemplated in these Terms & Conditions.
- 4.3 The Licensee acknowledges that the Licensee has entered into the above agreements and undertakings for the Licensee and each of the Licensee's guests, and will procure the performance of the same by each of the Licensee's guests.

5. CONDITIONS OF USE

- 5.1 The Licensee hereby agrees that:
- 5.1.1 the Ultimate Suite shall be available for use in accordance with these Terms & Conditions for the purposes of spectating at the cricket match scheduled to be played, and entertainment of guests, on the Match Day between such times as shall be stipulated by the rules and regulations governing admission to Lord's issued by the Club from time to time;
- 5.1.2 the Club shall not be liable for any injury whatsoever to the Licensee or the Licensee's guests, nor for any loss or damage to or theft of their respective property howsoever such injury, loss or damage may be caused, and that the Licensee shall indemnify the Club in respect of any liability for any such loss or damage save that the Club does not hereby seek to exclude liability for death or personal injury caused by its negligence;
- 5.1.3 the Club does not make or give, and no staff or official of the Club has any authority to make or give, any representation, condition or warranty regarding the amount of play occurring on the Match Day, or subject to Clause 4.2, in relation to the Ultimate Suite, and any such representation, condition or warranty is hereby excluded; and
- 5.1.4 the Club's total liability under, or in connection with the Licence, whether in contract, tort (including negligence) or otherwise, will not exceed the Licence Fee paid by the Licensee as at the date such liability arose.

6. CATERING AND ADDITIONAL SERVICES

- 6.1 The Licensee shall not employ the services of any caterer other than the Authorised Caterers and shall not bring into the Ultimate Suite any food or beverages (whether alcoholic or otherwise) which have not been supplied by the Authorised Caterer.
- 6.2 The Licensee agrees to provide the Club with a dietary requirements list for the Licensee and the Licensee's guests, including details of any food allergies, the name and contact number of the Licensee's nominated representative, the names of the Licensee's guests and any other relevant information no later than 14 days prior to the Match Day or as otherwise agreed by the Club.
- 6.3 The Club will pass on details of any dietary requirements to the Authorised Caterer. However, the Club does not guarantee that any of the food or drink products served at Lord's are free from nuts, wheat, lactose or any other allergens.

6. CATERING AND ADDITIONAL SERVICES CONTINUED

- 6.4 The Licensee agrees to pay any additional charges incurred on the Match Day, which are not covered by the Licence Fee, immediately upon receipt of an appropriate invoice from the Club.
- 6.5 In the event that the Licensee cancels an order that the Club has made on the Licensee's behalf for additional services, for example, but without limitation, flowers, the Licensee shall meet all third party cancellation charges.

7. PLAY

The Licensee acknowledges and agrees that play is not guaranteed on a Match Day.

8. REFUNDS

- 8.1 Unless expressly stated within these Terms & Conditions, under no circumstances will any refund be made in respect of the Licence Fee.
- 8.2 If a refund scheme in respect of the Ticket element of the Licence Fee applies, then this will be in accordance with the Terms & Conditions for the Sale and Allocation of Tickets.

9. ADVERSE WEATHER DURING A MATCH DAY AND EARLY COMPLETION ON THE FOURTH DAY OF THE TEST MATCH

- 9.1 If a Match Day is abandoned for adverse weather and/or the match is completed before its scheduled conclusion on a Match Day, the Ultimate Suite may be used for the entertainment of guests. In the case of abandonment, the Ultimate Suite must be vacated no later than one hour after the announcement of such abandonment, or in the case of early completion, one hour after the end of the scheduled tea interval, whichever is later, or as otherwise instructed by the Club. Bar facilities will close no later than half an hour after the close of play, or in case of abandonment, 30 minutes after the announcement of such abandonment or the end of the scheduled tea interval, whichever is later or as otherwise determined by the Club. If a Match Day is interrupted due to adverse weather or the match is completed before its scheduled conclusion, the provisions of Clause 8.2 may apply.
- 9.2 With respect to the fourth day of the Test Match, a refund scheme shall operate as set out below.

CIRCUMSTANCE	REFUND
No play because the Test Match has been completed before the scheduled conclusion of the Test Match	a partial refund of the Licence Fee* which shall be calculated by the Club, acting reasonably, in its sole and absolute discretion.
If less than 25 overs are played due to the early conclusion of the Test Match	a partial refund of the Licence Fee* which shall be calculated by the Club, acting reasonably, in its sole and absolute discretion.

*Any refund of the Licence Fee under this Clause 9.2 shall take into account any refund scheme in respect of the Ticket element of the Licence Fee under the Terms & Conditions for the Sale and Allocation of Tickets.

The Club will refund the Licensee within 30 days following the conclusion of the Test Match.

10. CANCELLATION BY THE LICENSEE

In the event Clause 3.3 does not apply, if, for unavoidable reasons, the Licensee wishes to cancel the Licence prior to the Match Day for which the Ultimate Suite has been allocated, the Licensee must notify by email to the Club at: hospitality@lords.org. The below refunds will apply, the numbers of days between receipt of such notice by the Club and the Match Day for which the Ultimate Suite has been allocated being used to calculate any refunds that may be due.

CANCELLATION NOTICE	REFUND
More than 60 days prior to the Match Day	50% of the Licence Fee*
Between 41-60 days prior to the Match Day	25% of the Licence Fee*
Less than 40 days prior to the Match Day	No refund

*Any refund of the Licence Fee under this Clause 10 shall take into account any refund scheme in respect of the Ticket element of the Licence Fee under the Terms & Conditions for the Sale and Allocation of Tickets.

If applicable, the Club will refund the Licensee within 30 days following receipt of the Licensee's cancellation notice under this Clause 10.

11. EVENTS OUTSIDE THE CLUB'S CONTROL

- 11.1 The Club will not be liable for any failure (whether complete or partial) or delay in relation to the performance of its obligations under these Terms & Conditions where the failure or delay arises from an event beyond its control.
- 11.2 The Licensee acknowledge that, as at the date of the Allocation Letter, there is a COVID-19 pandemic which may have an adverse effect on the ability of the Club to perform its obligations under these Terms & Conditions, in circumstances which are outside the Club's control. Reference to COVID-19 for these purposes includes reference to:
- (i) COVID-19, any associated public health emergency, and any other similar pandemic, epidemic, virus or other disease which affects the population of the UK generally preceding the Match Day; and
 - (ii) any legislation, regulation or government notice or guidance with which the Club is required or recommended by the government or any relevant regulatory body to comply in respect of COVID-19 or other virus or disease.

If, as a result of COVID-19 and in circumstances which are outside the control of the Club, the performance by the Club of any of its obligations under these Terms & Conditions is (or is likely to be) prevented, inhibited or delayed, then this Clause 11 will apply to the circumstances concerned, notwithstanding that the Licensee was aware at the date of the Allocation Letter that the adverse effect due to COVID-19 was a circumstance that might arise after the date of the Allocation Letter and therefore the contract entered into.

- 11.3 As a result, the Licensee acknowledges the following may apply:
- (i) a local, regional, national or international outbreak of COVID-19, any associated public health emergency and any other similar pandemic,

11. EVENTS OUTSIDE THE CLUB'S CONTROL CONTINUED

- epidemic, virus or other disease or a fear of the foregoing (including as a result of government regulation and prevention measures), may result in the cancellation of a match scheduled to be played on a Match Day or the Club is unable to admit spectators ("COVID Event"); and
- (ii) a Match Day could be disrupted by the imposition of restrictions on the number of spectators attending the Match Day as a result of a government regulation or prevention measure ("COVID Restriction").
- 11.4 The Club may cancel the Licence at any time due to a COVID Event by giving notice to the email address registered to the Licensee's account. The Club shall have no liability or obligation to the Licensee arising out of such cancellation save for providing a refund as set out below.

CANCELLATION NOTICE DUE TO A COVID EVENT	REFUND
Cancellation at any time prior to the Match Day	100% of the Licence Fee*

*Any refund of the Licence Fee due under Clause 11.4 shall take into account any refund scheme in respect of the Ticket element of the Licence Fee under the Terms & Conditions for the Sale and Allocation of Tickets.

- 11.5 The Club at any time may vary the maximum number of guests normally permitted within the Ultimate Suite due to a COVID Restriction. If there is a COVID Restriction, the Club shall notify the Licensee by email to the Licensee's Email Address as soon as reasonably practicable. The Club shall have no liability or obligation to the Licensee arising out of such variation save for providing a refund as set out below:

NUMBER OF GUESTS PERMITTED	REFUND
Fewer than the number of guests normally permitted within the Ultimate Suite on the Match Day	a partial refund of the Licence Fee* which shall be calculated by the Club, acting reasonably, in its sole and absolute discretion.

*Any refund of the Licence Fee due under Clause 11.5 shall take into account any refund scheme in respect of the Ticket element of the Licence Fee under the Terms & Conditions for the Sale and Allocation of Tickets.

- 11.6 In the event that a COVID Restriction applies, the Licensee shall inform the Club by email to the Club at: hospitality@lords.org within seven days of receiving the Club's notification under Clause 11.5, whether it accepts the Club's variation.
- 11.7 If the Licensee does not accept the Club's variation, the Licensee has the option to exercise Clause 10 and the cancellation charges detailed in Clause 10 shall apply accordingly, unless agreed otherwise by the Club in its sole and absolute discretion.
- 11.8 If the Licensee fails to notify the Club within the time specified in Clause 11.6, the Licensee shall be deemed to have accepted the variation made by the Club.
- 11.9 The Club will refund the Licensee within 30 days following the Match Day if the Licence is cancelled due to a COVID Event or varied due to a COVID Restriction.

12. TERMINATION BY THE CLUB DUE TO INSOLVENCY OR NON-PAYMENT

- 12.1 The Licence may be terminated by the Club forthwith by notice in writing to the Licensee if the Licensee shall go into liquidation or have a receiver, administrative receiver, manager or administrator appointed or shall enter into any composition or arrangement with creditors (other than pursuant to a solvent reorganisation) or, if a person, shall become otherwise insolvent or go bankrupt, and any payments due shall become immediately payable to the Club.
- 12.2 For the avoidance of doubt, if the Licensee shall not have paid the Licence Fee or any other fees in accordance with the Allocation Letter and the Invoice, the Licence will not have become effective and the Club shall be entitled to licence the Ultimate Suite to a third party without further notice to the Licensee.
- 12.3 In the event the Club terminates the Licence pursuant to Clause 12.1, the Club shall be entitled to retain the Licence Fee.

13. EFFECT OF TERMINATION OR EXPIRY

- 13.1 Upon termination of the Licence pursuant to Clause 12.1 or upon the end of the Match Day, any amounts payable by the Licensee to the Club or the Authorised Caterers shall become immediately due and payable.
- 13.2 Any termination or expiry of the Licence shall be without prejudice to any other rights or remedies to which the Club may be entitled under these Terms & Conditions as a result of or in relation to any breach or other event which gives rise to such termination, and shall not affect any other accrued rights or liabilities of the Club as at the date of termination or expiry.

14. CAR PARKING

The Licence for the Ultimate Suite shall not include the provision of car parking facilities by the Club.

15. NOTICES

- 15.1 Save for a notice served under Clause 15.2, any notice required to be given hereunder shall be in writing and shall be served by email to the Club to hospitality@lords.org and the Licensee's Email Address or such other address as the Licensee has specified to the Club on at least 10 days' notice.
- 15.2 A notice given under these Terms & Conditions in relation to cancellation, termination or arising out of default shall only be validly served if sent by email and a copy of such notice shall also be sent by pre-paid first class recorded delivery post (with proof of postage). For the avoidance of doubt, a notice given under these Terms & Conditions in relation to cancellation, termination or arising out of default shall not be validly served if only sent by email. The address for service for the Club shall be: FAO Hospitality Department, Lord's Ground London NW8 8QN and the address for service for the Licensee shall be the postal address registered by the Licensee's as part of their online account with the Club or such other address as the Licensee has specified to the Club on at least 10 days' notice.

15. NOTICES CONTINUED

- 15.3 Any notice or communication given or made under these Terms & Conditions shall be deemed to have been received at the time of transmission (unless the sender receives an "out of office" notification and/or a notification that such email has not been successfully delivered), or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours mean Monday to Thursday 9.30am to 5.30pm and Friday 9.30am to 4.30pm on a day that is not a public holiday in the place of receipt.

16. GENERAL

- 16.1 Except as may be permitted by the Allocation Letter, the Licence for the Ultimate Suite is strictly non-transferable. The Licensee may not, under any circumstances or on any occasion, advertise, sub-license, hire or offer for hire the Ultimate Suite for the use of any other person, company or other entity, whether or not in return for payment, or permit any other person, company or other entity to do so.
- 16.2 The Allocation Letter, these Terms & Conditions, the Club's Terms & Conditions for the Sale and Allocation of Tickets and the Club's General Ground Regulations constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Allocation Letter and/or these Terms & Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Allocation Letter and/or these Terms & Conditions.
- 16.3 If any provision of these Terms & Conditions are found by any competent authority or a court of law to be invalid or unenforceable for any reason, the invalidity or unenforceability of that provision will not affect the validity or enforceability of the remainder of these Terms & Conditions and the Licence shall continue in full force and effect.
- 16.4 No variation of the Allocation Letter and/or these Terms & Conditions shall be effective unless it is in writing and signed by the Club and the Licensee.
- 16.5 No failure or delay by a party to exercise any right or remedy provided under the Terms & Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.6 The Club will hold personal information relating to the Licensee and the Licensee's guests for the purposes of administering the booking for the Licence of the Ultimate Suite. The Club will keep a copy of such personal information for no longer than is necessary to administer the booking for the Licence of the Ultimate Suite. Individuals are entitled to receive a copy of their personal information held by the Club on request and to correct any inaccuracies in it. Please see the Club's Privacy Notice at lords.org/privacynotice for more information.

16. GENERAL CONTINUED

- 16.7 These Terms & Conditions do not affect a person's statutory rights as a consumer.
- 16.8 It is agreed and acknowledged that the Club shall have the benefit of and be entitled to enforce all the provisions of these Terms & Conditions against the Licensee and notwithstanding that they may not be a party to the Licence, any person allocated a Ticket by the Licensee. Save as provided in this Clause 16.8, no third party shall have any right to enforce any of these Terms & Conditions under the Contracts (Rights of Third Parties) Act 1999.
- 16.9 The Licence and these Terms & Conditions shall be governed by English law and subject to the exclusive jurisdiction of the English courts.

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