

**2023 TERMS & CONDITIONS FOR THE DAILY LICENCE OF SUITES AT LORD'S GROUND
INTERNATIONAL MATCHES**

1. DEFINITIONS

- 1.1 **Allocation Communication:** the communication sent electronically by MCC to the Licensee confirming the allocation of the Suite, the Match Day, the Licence Fee, the Catering Deposit (if applicable) and any other fees, together with ancillary information;
- 1.2 **Application Form:** (i) an entry into the Suite Ballot; or (ii) the form prescribed by MCC to be completed by the Licensee to confirm the Licensee's intention to licence a Suite;
- 1.3 **Authorised Caterers:** the caterers appointed or employed directly by MCC from time to time to provide catering services in the Suite;
- 1.4 **Catering Deposit:** the catering deposit payable by the Licensee in accordance with the Allocation Communication and the Invoice for a Private Suite;
- 1.5 **Experiential Suite:** MCC's hospitality package inclusive of food and beverages, which consists of (i) pitch-facing suite with balcony seating with a capacity for either 20 or 22 Guests; (ii) fast-track entry to Lord's; and (iii) personal host;
- 1.6 **First Test Match:** the men's England v Ireland Test Match scheduled to be played on the Match Day;
- 1.7 **General Admission Ticket:** the electronic ticket as defined in the Terms & Conditions for the Sale and Allocation of Tickets;
- 1.8 **Ground Regulations:** those ground regulations of MCC from time to time, and which can be viewed at: lords.org/groundregulations;
- 1.9 **Guest(s):** any person the Licensee invites to attend the Match Day in the Suite;
- 1.10 **Invoice:** an invoice from MCC to the Licensee, referred to in the Allocation Communication, for the Licence Fee, the Catering Deposit and any other fees;
- 1.11 **Licence:** the permission to use the Suite granted to the Licensee in Clause 2 below;
- 1.12 **Licensee:** the person, company or other entity to whom a Suite is allocated to in the Allocation Communication;
- 1.13 **Licensee's Email Address:** the email address registered by the Licensee's as part of their online account with MCC;
- 1.14 **Licence Fee:** the fee for the use of the Suite and the Tickets, payable by the Licensee in accordance with the Allocation Communication and the Invoice;
- 1.15 **Lord's:** Lord's Ground, London NW8 8QN;
- 1.16 **Match Day:** (i) 1-4 June 2023 for the First Test Match; (ii) 28 June-2 July 2023 for the Second Test Match; (iii) 8 July 2023 for the T20I Match; and (iv) 15 September 2023 for the One-Day International all of which have been scheduled to be played at Lord's on the Match Day and for which the Licensee has been allocated the Suite in the Allocation Communication;
- 1.17 **MCC:** Marylebone Cricket Club of Lord's Ground, London NW8 8QN;

- 1.18 **One-Day International:** the men's England v New Zealand one-day international match scheduled to be played on the Match Day;
- 1.19 **Private Suite:** MCC's hospitality package excluding food and beverages, which consists of (i) pitch-facing suite with balcony seating, with a capacity of 18 Guests; (ii) fast-track entry to Lord's; (iii) personal host;
- 1.20 **Second Test Match:** the men's England v Australia Test Match scheduled to be played on the Match Day;
- 1.21 **Suite:** either the Experiential Suite, a Private Suite or the Ultimate Suite which the Licensee has been allocated as stated in the Allocation Communication;
- 1.22 **Suite Ballot:** the Suite as defined under the Suite Ballot Terms & Conditions;
- 1.23 **Suite Ballot Terms & Conditions:** the terms & conditions for the ballot for the daily licence of a Suite which can be viewed at <https://www.lords.org/information/terms-and-conditions>;
- 1.24 **T20I Match:** the women's England v Australia T20I Match scheduled to be played on the Match Day;
- 1.25 **Terms & Conditions:** these terms and conditions;
- 1.26 **Terms & Conditions for the Sale and Allocation of Tickets:** the terms and conditions for the sale and allocation of the General Admission Tickets and Wheelchair Tickets which can be viewed at <https://www.lords.org/information/terms-and-conditions>;
- 1.27 **Ticket:** a combined General Admission Ticket and admission pass to the Suite which shall be issued in electronic form only; and
- 1.28 **Ultimate Suite:** MCC's hospitality package inclusive of food and beverage which consists of (i) pitch-facing suite with balcony seating for up to 18 Guests; (ii) chauffeur service to Lord's; (iii) fast track-entry to Lord's; (iv) visits from cricketing personalities; (v) personal host.

2. BOOKING, PAYMENT TERMS AND LICENCE

- 2.1 The Licence Fee, the Catering Deposit and any other fees are exclusive of VAT (unless otherwise stated) which is payable in addition by the Licensee.
- 2.2 The Licensee acknowledges that a Suite is subject to availability and to these Terms & Conditions, the Terms & Conditions for the Sale and Allocation of Tickets, the Ground Regulations and MCC'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, and any variants of it or any other public health emergency, and is also conditional upon the Licensee paying the Invoice.
- 2.3 By making a booking under this Clause 2, the Licensee will be deemed to have accepted and agreed to be bound by these Terms & Conditions.
- 2.4 If a Licensee wishes to license a Suite, MCC shall send the Licensee the Application Form via email and a copy of these Terms & Conditions. The Licensee must complete and return the Application Form via email to hospitality@lords.org within two working days of receipt of the Application Form. The Licensee shall ensure that the Application Form is complete and accurate.
- 2.5 When the Licensee submits the Application Form, it shall be considered provisional until the Licensee receives the Allocation Communication. For the avoidance of doubt, the acceptance of the Application Form is at the sole discretion of MCC and does not create a binding contract between MCC and the Licensee. MCC reserves the right to reject an Application Form at any time and MCC shall have no liability to the Licensee in respect of such rejection.

- 2.6 An Application Form and these Terms & Conditions will only become contractually binding as a confirmed booking when the Licensee receives the Allocation Communication.
- 2.7 Subject to Clause 2.8, within 14 days of MCC issuing the Allocation Communication, the Licensee must pay the Invoice in full and in cleared funds, unless otherwise agreed by MCC.
- 2.8 If a booking for a Suite is made within 12 weeks of the Match Day, the Licensee must immediately pay the Invoice in full and in cleared funds following MCC issuing the Allocation Communication, unless otherwise agreed by MCC.
- 2.9 Subject to Clause 2.7 or Clause 2.8, in consideration of the payment by the Licensee to MCC of the Licence Fee, the Catering Deposit (in relation to a Private Suite) and any other fees in accordance with the Allocation Communication and the Invoice, MCC:
- 2.9.1 grants to the Licensee permission to use the 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 MCC from time to time; and
 - 2.9.2 shall make available to the Licensee, the number of Tickets entitling the bearers entry to the Suite on the Match Day as specified in the Allocation Communication pursuant to Clause 2.6.
- 2.10 MCC will not release the Ticket(s) unless the Invoice has been received in full and in cleared funds.
- 2.11 The Licensee acknowledges that Lord's is a working ground. Therefore, not all advertised elements of the Suite experience will be available on a particular date due to ground operations. Similarly, benefits, 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 provided that such variation does not materially affect the quality of the experience.
- 2.12 For the avoidance of doubt, MCC does not grant the Licensee exclusive possession of the Suite or create a tenancy of any kind. The possession, management and control of the Suite shall remain with MCC and MCC 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 Suite (and in exercising such rights, provided the Licensee is in compliance with the Licensee's obligations as set out in these Terms & Conditions, MCC shall cause as little disturbance and inconvenience as possible).

3. CONDITIONS OF USE

- 3.1 The Licensee acknowledges, agrees and undertakes that:
- 3.1.1 the Licensee shall pay to MCC, the Invoice within the time period stated on the Invoice, and likewise any subsequent invoices. In addition to other rights and remedies available to MCC, any overdue payments by the Licensee shall bear interest at the rate of 4% above the base lending rate from time to time of Barclays Bank plc in England from the due date of payment until the date of actual payment;
 - 3.1.2 the 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 MCC from time to time;
 - 3.1.3 the Licensee shall be responsible for the conduct of their Guests and that the Licensee and their Guests are subject to these Terms & Conditions and any other

rules and regulations which may be in place from time to time and that the Licensee and their Guests shall not do, omit or permit or suffer anything to be done which may be a nuisance or annoyance to MCC, its Members, staff, agents, suppliers, contractors, licensees or any other person at Lord's on the Match Day or do anything or procure anything to be done that will or is likely to bring MCC or the reputation of MCC into disrepute;

- 3.1.4 due to fire, health and safety regulations and any government guidelines or legislation as may be in force from time to time, including without limitation any NHS COVID Pass as may be required, there is a maximum capacity for the Suite, and that all occupants of the Suite are required to be in possession of a Ticket to gain entry to the Suite and comply with all health, safety and security checks on admission to Lord's that MCC may impose from time to time;
- 3.1.5 in addition to Clause 6.2, the Licensee shall provide MCC with any wheelchair or other access requirements for the Licensee and/or Guests and any other relevant information at least 14 days prior to the Match Day or as otherwise agreed by MCC;
- 3.1.6 in relation to a Private Suite, the Licensee shall be responsible for all charges for catering services arranged by or on behalf of the Licensee and/or the Guests and any other liabilities in connection with the use of a Private Suite which may have been incurred by the Licensee and/or the Guests and shall also be responsible for any such charges or liabilities incurred but not paid for when due;
- 3.1.7 in relation to the Experiential Suite or Ultimate Suite, the Licensee shall be responsible for all charges for additional services arranged by or on behalf of the Licensee and/or the Guests and any other liabilities in connection with the use of the Experiential Suite or Ultimate Suite which may have been incurred by the Licensee and/or Guests and shall also be responsible for any such charges or liabilities incurred but not paid for when due;
- 3.1.8 the Licensee shall not alter the decorations, fixtures, fittings and furnishings of the Suite;
- 3.1.9 the Licensee shall, as soon as reasonably practicable, at the Licensee's own expense, make good any damage to the Suite, its decorations, fixtures, fittings and furnishings caused by the Licensee or Guests (fair wear and tear excepted) on the Match Day, failing which MCC may make good any such damage and the expense of so doing shall be paid by the Licensee to MCC within seven days of written demand;
- 3.1.10 the Licensee shall not use the Suite nor any display panel on the outwards facing surface of the railings on the balcony for banners or advertising material of any kind;
- 3.1.11 any property left anywhere at Lord's remains at the entire risk of the owner of the property or person leaving the same, and MCC accepts no liability for the theft or other loss or damage of such property;
- 3.1.12 the Licensee or their Guests shall not bring into the Suite any food or beverage which has not been supplied by MCC or its caterer;
- 3.1.13 the Licensee and their Guests are expected to comply with MCC's dress requirements which shall be communicated to the Licensee by MCC prior to the Match Day. The Licensee agrees to communicate the dress requirements for the Suite to their Guests. Admittance may be refused to anyone wearing dilapidated garments of any kind. MCC reserves the right to update the dress requirement for the Suite from time to time.
- 3.1.14 the Suite must be vacated at the time advised by MCC; and

- 3.1.15 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 MCC, 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 MCC. Therefore, the Licensee and/or their Guests shall not do or permit or suffer anything to be done which may be abusive, threatening, a source of danger, nuisance or annoyance to MCC, its Members, staff, agents, suppliers, contractors, licensees or any other person at Lord's on the Match Day.
- 3.2 Subject to Clause 3.1 and Clause 12.2, MCC shall maintain the Suite in a state reasonably fit for the purposes contemplated in these Terms & Conditions.
- 3.3 The Licensee acknowledges that the Licensee has entered into the above agreements and undertakings for the Licensee and Guest(s) and will procure the performance of the same by each Guest.
- 4. TICKETS**
- 4.1 Subject to payment of the Invoice, MCC shall send to the Licensee prior to the Match Day the Tickets in a downloadable format that can be received through a mobile app or via email. The Licensee and their Guests are required to show a copy on a mobile device or to download and print a copy of the Ticket(s) on white paper at home to be presented and scanned to gain entry to Lord's.
- 4.2 The Licensee shall be responsible for transferring the Tickets to a Guest provided that:
- 4.2.1 the Ticket is for the Guest's personal use; and
- 4.2.2 the Licensee draws their Guest's attention to these Terms & Conditions, so that by accepting the transfer of a Ticket, the Guest also agrees to be subject to them.
- 4.3 No person will be admitted to Lord's and the Suite without a Ticket. No liability is accepted by MCC in the event that the Licensee and/or their Guests are denied entry to the Suite or any other part of Lord's as a result of the Licensee's or any Guest's failure to comply with these Terms & Conditions. No duplicate Tickets will be provided unless otherwise agreed by MCC.
- 4.4 The use of the Ticket shall be subject to the Terms & Conditions for the Sale and Allocation of Tickets save that in the event of any discrepancy between these Terms & Conditions and the Terms & Conditions for the Sale and Allocation of Tickets, these Terms & Conditions shall prevail.
- 4.5 Unless authorised under these Terms & Conditions, a Ticket must not be re-sold or transferred and must not, under any circumstances, be auctioned, offered for sale or re-sale in any manner whatsoever or used in contravention of these Terms & Conditions.
- 4.6 Neither the Licensee and/or their Guest(s) shall purvey, advertise, auction, or otherwise offer for sale, or use as a competition prize, the Ticket(s) without the prior written permission of MCC's Chief Executive & Secretary.
- 4.7 The Suite may not be used in any manner that would constitute a breach of applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. If MCC reasonably suspects such use the Tickets shall be null and void and MCC shall be entitled to refuse entry to the Licensee and their Guests without any further liability to the Licensee and their Guests.
- 4.8 Any Ticket(s) acquired in breach of any of the provisions within this Clause 4 shall be null and void. MCC shall be entitled to confiscate or invalidate any Ticket(s), which are offered for sale or acquired in contravention of these Terms & Conditions without any further liability to the Licensee and their Guests.

5. BREACH AND CONSEQUENCES

- 5.1 The Licensee and their Guest(s) agree, without prejudice to any other rights which MCC may have, that if the Licensee and/or their Guest(s) breaches these Terms & Conditions they will:
- 5.1.1 be refused entry to and/or ejected from Lord’s without refund or compensation;
 - 5.1.2 have the Ticket confiscated and/or cancelled without refund or compensation;
 - 5.1.3 have any such other action taken against them as may be determined by MCC; and/or
 - 5.1.4 have legal action taken against them in connection with such matters.

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 Suite any food or beverage (whether alcoholic or otherwise) which have not been supplied by the Authorised Caterer.
- 6.2 In relation to a Private Suite, all catering arrangements shall be made directly between the Licensee and the Authorised Caterers via MCC.
- 6.3 The Licensee agrees to email MCC at hospitality@mcc.org.uk with all catering orders and dietary requirements list for the Licensee and Guests, including details of any food allergies, the name and contact number of the Licensee’s nominated representative, the names of the Guests and any other relevant information no later than 14 days prior to the Match Day or as otherwise agreed by MCC. Any Licensee who fails to provide such information in accordance with this Clause 6.3 may not have their request met, without any liability to MCC.
- 6.4 MCC will pass on details of any dietary requirements to the Authorised Caterer. However, MCC 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.
- 6.5 In relation to a Private Suite, the Licensee agrees to pay any additional charges incurred on the Match Day, which are not covered by the Catering Deposit, immediately upon receipt of an appropriate invoice from MCC.
- 6.6 Subject to Clause 10, if the Licensee cancels a catering order for a Private Suite, the following catering charges shall apply:

Cancellation Notice	Refund
More than 56 days prior to the Match Day	100% of the Catering Deposit
Between 14-56 days prior to the Match Day	50% of the Catering Deposit
Less than 14 days prior to the Match Day	No Refund

- 6.7 If applicable, MCC will refund the Licensee within 30 days following receipt of the Licensee’s cancellation notice under Clause 6.6.
- 6.8 In relation to the Experiential Suite or Ultimate Suite, 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 MCC.
- 6.9 In the event that the Licensee cancels an order that MCC 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 Catering Deposit or Licence Fee.
- 8.2 If there is a refund scheme in respect of the General Admission Ticket element of the Licence Fee applies, then this any refund will be made 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 FIRST TEST MATCH AND SECOND TEST MATCH

- 9.1 If a Match Day is abandoned for adverse weather, bar facilities will close at the time advised by MCC. If a Match Day is interrupted due to adverse weather, the provisions of Clause 8.2 may apply.
- 9.2 With respect to the fourth day of the First Test Match and Second Test Match, a refund scheme shall operate as follows for a Private Suite:

Circumstance	Refund
No play because the Test Match has been completed before the scheduled conclusion of a match	100% of the Licence Fee*
If less than 25 overs are played due to the early conclusion of the match	50% of the Licence Fee*

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

MCC will refund the Licensee within 30 days of the conclusion of the match.

- 9.3 With respect to the fourth day of the First Test Match and Second Test Match, a refund scheme shall operate as follows for the Experiential Suite and Ultimate Suite:

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

*Any refund of the Licence Fee under this Clause 9.3 shall take into account any refund scheme in respect of the General Admission Ticket element of the Licence Fee under the Terms & Conditions for the Sale and Allocation of Tickets.

MCC will refund the Licensee within 30 days of the conclusion of the match.

- 9.4 Notwithstanding there being no play on the fourth day of the First Test Match or Second Test Match due to an early conclusion, the Licensee shall be entitled to use the Suite as normal. In the alternative in relation to a Private Suite only, if within one hour of the end of the First Test Match or Second Test Match, the Licensee may request MCC to cancel the pre-ordered catering by email at: hospitality@lords.org, MCC will do so and issue a 50% refund for the pre-ordered

catering to the Licensee. MCC will refund the Licensee within 30 days of the conclusion of the match.

- 9.5 Subject to these Terms & Conditions, if the Licensee has been granted a Licence for a Suite for the fourth day of the Second Test Match, the Licensee shall also be entitled to complimentary use of the Suite for the final day of the Second Test Match should play extend to that day. Such use is conditional on the Licensee paying MCC for any pre-ordered catering provided on such day.

10. CANCELLATION BY THE LICENSEE

If, for unavoidable reasons, the Licensee wishes to cancel the Licence prior to the Match Day for which the Suite has been allocated, the Licensee must notify MCC by email at: hospitality@lords.org. The following refunds will apply, the numbers of days between receipt of such notice by MCC and the Match Day for which the 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

For the avoidance of doubt, any cancellation notice served by the Licensee under this Clause 10 for a Private Suite shall also be deemed to be notice to cancel a catering order under Clause 6.6.

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

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

11. EVENTS OUTSIDE MCC'S CONTROL

- 11.1 MCC 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 If Clause 11.1 applies, MCC will use its reasonable endeavours to provide alternative arrangements or provide alternative hospitality facilities at Lord's, subject always to availability.

12. LIABILITY

- 12.1 The Licensee and their Guest(s) on a joint and several basis hereby agree that they shall indemnify, and keep indemnified, MCC against any losses (of whatever nature and however caused or incurred), damages, liabilities, costs and expenses incurred by MCC as a result of or in connection with (i) the Licensee's and/or their Guest(s) breach of these Terms & Conditions; and (ii) any damage caused by the Licensee or Guest(s) at Lord's, including the Suite or any property, equipment or facilities except as a result of fair wear and tear.
- 12.2 MCC does not make or give, and no staff or official of MCC has any authority to make or give, any representation, condition or warranty regarding the amount of play occurring on the Match Day and in relation to the Suite, and any such representation, condition or warranty is hereby excluded.
- 12.3 Subject to Clause 12.5, MCC shall not be liable for:
- 12.3.1 any injury, loss or damage whatsoever to the Licensee or their Guests on a Match Day nor for any refund, loss or damage to or theft of property howsoever such injury, loss

or damage may be caused;

- 12.3.2 any failure, delay, refund, loss, damage or expense caused by circumstances outside MCC's control;
 - 12.3.3 whether foreseeable or not, and whether as a result of strike action or otherwise, any indirect or consequential loss or damages or the costs of any personal travel or accommodation or any other arrangements howsoever made in relation to any Match Day under any circumstances; and
 - 12.3.4 refund, loss, damage, injury or disappointment suffered for failure to download or bring a Ticket on the Match Day.
- 12.4 Subject to Clause 12.5, MCC is not responsible for any:
- 12.4.1 interruptions, delay and/or restrictions of any play on a Match Day caused by the view from the Licensee's and/or Guest's seat and/or the actions of other spectators;
 - 12.4.2 technical glitches or malfunctions or any other problems out of its control that result in an application for a Suite not being properly received by MCC; and
 - 12.4.3 damage, loss, injury or disappointment suffered as a result of not obtaining a licence for a Suite.
- 12.5 MCC does not hereby seek to exclude liability for death or personal injury caused by its negligence, fraud, or fraudulent misrepresentation, or for any other liability unable to be excluded under any applicable law;
- 12.6 Subject always to Clause 12.5, MCC's total liability under, or in connection with, these Terms & Conditions, whether in contract, tort (including negligence) or otherwise, shall be to use reasonable endeavours to make alternative arrangements or providing alternative hospitality facilities at Lord's or refunding the Licensee the total amount stated on the Invoice.

13. ANTI-DISCRIMINATION

- 13.1 MCC is committed to promoting diversity and equal opportunities and expects all visitors including the Licensee and Guests to share MCC's commitment.
- 13.2 The Licensee and their Guests visiting Lord's shall at all times refrain from any conduct or behaviour which is discriminatory on the grounds of age, disability, gender reassignment, marital or civil partnership status, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 13.3 If the Licensee and/or their Guests engage in any conduct or behaviours as detailed in Clause 13.2, as determined by MCC in its reasonable opinion, Clause 5 shall apply.

14. TERMINATION BY MCC DUE TO INSOLVENCY OR NON-PAYMENT

- 14.1 The Licence may be terminated by MCC 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 MCC.
- 14.2 For the avoidance of doubt, if the Licensee shall not have paid the Licence Fee or the Catering Deposit (in relation to a Private Suite) or any other fees in accordance with the Allocation Communication and the Invoice, the Licence will not have become effective and MCC shall be entitled to licence the Suite to a third party without further notice to the Licensee.
- 14.3 In the event MCC terminates the Licence pursuant to Clause 14.1, MCC shall be entitled to retain the Licence Fee and Catering Deposit (in relation to a Private Suite).

15. EFFECT OF TERMINATION OR EXPIRY

- 15.1 Upon termination of the Licence pursuant to Clause 14.1 or upon the end of the Match Day, any amounts payable by the Licensee to MCC or the Authorised Caterers shall become immediately due and payable.
- 15.2 Any termination or expiry of the Licence shall be without prejudice to any other rights or remedies to which MCC 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 MCC as at the date of termination or expiry.

16. CAR PARKING

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

17. NOTICES

- 17.1 Save for a notice served under Clause 17.2, any notice required to be given hereunder shall be in writing and shall be served by email to MCC to: hospitality@lords.org and the Licensee's Email Address or such other address as the Licensee has specified to MCC on at least 10 days' notice.
- 17.2 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 is also 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 MCC 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 as part of their online account with MCC or such other address as the Licensee has specified to MCC on at least 10 days' notice.
- 17.3 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.

18. GENERAL

- 18.1 Except as permitted by Clause 4.2, Tickets are issued on the condition that they are for personal use only and shall not be resold, transferred, offered for sale or transfer, assigned or used for any commercial purpose.
- 18.2 The Allocation Communication and these Terms & Conditions, constitute the entire agreement between the parties and supersede and extinguish 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 Communication 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 Communication and/or these Terms & Conditions.
- 18.3 If any provision of these Terms & Conditions is 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.

- 18.4 MCC reserves the right to make amendments to the Allocation Communication and/or these Terms & Conditions from time to time. Up to date versions of the Allocation Communication and/or these Terms & Conditions will be sent to the Licensee by email to the Licensee's Email Address.
- 18.5 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.
- 18.6 MCC will hold personal information relating to the Licensee and their Guests for the purposes of administering the booking for the Licence of the Suite. MCC will keep a copy of such personal information for no longer than is necessary to administer the booking for the Licence of the Suite. Individuals are entitled to receive a copy of their personal information held by MCC on request and to correct any inaccuracies in it. Please see MCC's Privacy Notice at lords.org/privacynotice for more information.
- 18.7 No third party shall have the right to enforce any of these Terms & Conditions under the Contracts (Rights of Third Parties) Act 1999. However, is agreed and acknowledged that on account of Clause 3.3 and Clause 4.2.2, MCC shall have the benefit of and be entitled to enforce all the provisions of these Terms & Conditions against Guests notwithstanding that they may not be a party hereto.
- 18.8 The Licence and these Terms & Conditions shall be governed by English law and subject to the exclusive jurisdiction of the English courts.

Ref: `termsconditionsinternationalsuites2023 final`

