**MCC INDOOR CRICKET CENTRE**

**TERMS & CONDITIONS FOR THE HIRE OF NETS AND SERVICES**

**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. **Booking**: a booking for the use of a net or other service in the ICC made in accordance with Clause 2;
  2. **Charges**: the charges payable by you for use the nets or provision of services by MCC during the Hire Period;
  3. **Code of Conduct**: the player behaviour model requirements set out at Annexure A;
  4. **ECB:** the England and Wales Cricket Board Limited, the national governing body of cricket in England and Wales, and any successor organisation;
  5. **England Team**: the senior England men’s international cricket team (as selected and notified by the ECB from time to time);
  6. **Exclusion Days**: those days for which nets are unavailable to be booked as listed on the Platform from time to time, and which may include (a) days of Major Matches, including preparation days; (b) large event days; (c) days of other matches; and/or (d) the period in which Lord’s is closed for Christmas;
  7. **Ground Regulations**: those ground regulations of MCC from time to time, which can be viewed at: <https://www.lords.org/information/general-ground-regulations>;
  8. **Hire Period**: the period to which a Booking applies;
  9. **Hundred Match(es):** a cricket match forming part of the domestic cricket competition, The Hundred, both men’s and women’s, in a “100-ball” format;
  10. **ICC**: the Indoor Cricket Centre at Lord’s;
  11. **International Twenty20(s):** a twenty (20) overs per innings cricket match between the England Team and a Touring Team and recognised as having “Twenty20” international status by the International Cricket Council;
  12. **Lord’s:** Lord’s Ground, London NW8 8QN;
  13. **Major Match(es):** any of the following cricket matches scheduled to be played at Lord’s: Test Matches, ODIs; International Twenty20s, Twenty20 Cup Matches; Hundred Matches; any other scheduled match designated as a Major Match by the MCC Committee, to be held at Lord’s during the 2022 cricket season;
  14. **MCC or the Club or we or us**: Marylebone Cricket Club, incorporated by Royal Charter under number RC000862 of Lord’s Ground, London NW8 8QN;
  15. **ODI(s**): a fifty (50) overs per innings cricket match between the England Team and a Touring Team and recognised as having one-day international status by the International Cricket Council;
  16. **Platform**: MCC’s platform at: <https://academy.lords.org/lanes/search.htm?venueId=199>
  17. **Start Time:** the starting time for Hire Period as detailed on the Platform;
  18. **Terms & Conditions**: these terms & conditions;
  19. **Test Match(es)**: a cricket match scheduled to last five (5) days between the England Team and a Touring Team and recognised as a “Test Match” by the International Cricket Council;
  20. **Touring Team: a**n overseas international cricket team; and
  21. **Twenty20 Cup Matches**: a domestic cup match limited to twenty (20) overs per innings.

1. **BOOKING AND ENTRY** 
   1. Nets are offered on a first come, first served basis and are subject to availability.
   2. Bookings must be made online via the Platform or via telephone on 0207 616 8612. Full payment is required at the time of making the Booking.
   3. MCC will confirm a Booking by email to the email address provided by you as part of the booking process (**Confirmation Email**). At this point a legally binding contract will be in place between MCC and you.
   4. If you make a Booking on behalf of a third party, you shall be deemed to be acting with authority of the person for whom you are making the Booking and for the avoidance of doubt this includes acting with authority of the person to agree to these Terms & Conditions.
   5. Nets are available to be booked throughout the year, with the exception of any Exclusion Days.
   6. 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.
   7. MCC cannot accept any responsibility for any damage, loss, injury or disappointment suffered by you as a result of using the Platform or as a result of not obtaining a Booking.
   8. By making a Booking, you will be deemed to have accepted and agreed to be bound by these Terms & Conditions.
   9. Bookings for a net are limited to seven (7) people.
   10. Start Times are subject to alteration and/or cancellation at very short notice.
   11. Entry to the ICC shall be via the North Gate at Lord’s (or such other entry point as specified by MCC from time to time) and you must show your Confirmation Email to security before entry will be permitted.
   12. Bookings do not include parking. Parking at Lord’s is always subject to availability and cannot be guaranteed under any circumstances. No parking is available on days of cricket matches.
   13. Any decision to permit parking at Lord’s is at MCC’s sole discretion.
2. **USE OF THE NETS AND ICC RULES**

3.1 You, the person making the Booking, are responsible for ensuring that you and anyone using the nets by virtue of your Booking (your **Group**) is aware of, and complies with, the following rules. We can cancel your Booking and/or require you and your Group to leave the ICC, and Lord’s Ground in its entirety, if you or any member of your Group does not follow the rules and/or disobeys the instructions of MCC’s representatives.

Access

3.2 You and your Group are permitted to access the net area during the Hire Period only. You and your Group are not permitted to access the net area until the Start Time. Unless you are an MCC Member, or otherwise entitled to access Lord’s, you are not permitted to access any other areas of the ICC (other than public or communal areas such as changing facilities) or any other part of Lord’s Ground other than with MCC’s prior written consent.

3.3 Play is strictly confined to the net area. Persons are not permitted to play cricket or otherwise in any area outside the designated net area.

3.4 You or your Group are not permitted to move the nets or equipment unless authorised by members of the ICC coaching or office staff.

Clothing and equipment

3.5 All persons using the nets and the surrounding areas in the ICC must wear indoor sports footwear, preferably white, at all times. Footwear with heavily ridged, studded or spiked soles is not permitted to be worn on the playing surface in the net area.

3.6 The dress code in the ICC is either conventional cricket whites or club cricket training wear. Apparel from other sports, such as football shirts, are not permitted to be worn. However, plain training kit is acceptable.

3.7 All persons using the net facilities are required to provide their own cricket equipment, including cricket balls.

3.8 No cricket equipment must be left in the nets or the surrounding area outside of the Hire Period.

Coaching and under 18s

3.9 Where coaching has been requested as part of a Booking, MCC will make every effort to provide the coach requested but this is subject to availability and we cannot guarantee that a particular coach will be available during the Hire Period.

3.10 All coaching sessions provided by the ICC will last for 55 minutes’ duration unless otherwise specified.

3.11 Any Bookings made for children under the age of 16 (without the services of a coach) must be supervised by an adult at all times. You are fully responsible for ensuring that a supervising adult is present at all times, and for ensuring that the adult is appropriately trained and vetted to supervise children (including, where required, that the adult has a valid and current DBS check and any other requisite checks/registrations).

3.12 All persons under the age of 18 using the net facilities must comply with the directive issued by the ECB regarding use of helmets, which states that ‘A young player (up to the age of 18) should not be allowed to bat or to stand up to the stumps when keeping wicket without a helmet (with a faceguard) against a hard ball’. Those over the age of 18 are strongly encouraged to comply with this directive also, and, in accordance with Clause 8.3, use of the nets by any person is at their own risk.

Birthday parties and other events or experiences in the ICC

3.13 Parents and/or guardians are responsible for children attending parties and events in the ICC and a parent/guardian must be present at the party or event at all times. Use of any facilities at the ICC other than the net facilities is subject to our separate terms and conditions for events and experiences.

3.14 MCC staff are not responsible for the supervision of any children attending a birthday party or an event in the ICC outside of the net session (if one has been booked as part of an event of the birthday party or event).

Other

3.15 No food or drink is to be consumed in the net area of the ICC.

3.16 In the event you or any member of your Group are involved in an accident or incident whilst you are at Lord’s, including in the ICC, you agree to co-operate with any reporting procedures undertaken by MCC from time to time, including providing your name and any contact details required. Any data collected and processed by MCC will be in accordance with Clause 9.3

1. **GENERAL REGULATIONS**
   1. By making a Booking, you accept and acknowledge that:
2. MCC may conduct security searches of all belongings and/or outer clothing upon entry, exit or at any time whilst at Lord’s. You agree to comply with all security checks required for entry to Lord’s. MCC may refuse admission if you fail to comply with the relevant security checks;
3. for entry to Lord’s, you are subject to the 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, and any variants of it or any other public health emergency**;
4. you 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 in the ICC, including but not limited to any Member of MCC, staff, or contractor;
5. you will treat MCC staff and any other person present in the ICC with respect at all times;
6. you will 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 or sex or sexual orientation;
7. you must comply with the Code of Conduct;
8. subject to these Terms & Conditions, filming, including any Facetime or other mobile telephone interaction with a third party, is strictly prohibited during your net session without the prior written authorisation of MCC’s Chief Executive & Secretary;
9. all mobile devices should be switched off during a net session;
10. the consumption of food and drink in the net area of the ICC is strictly prohibited. Chewing gum is not permitted in any area of the ICC;
11. you are solely responsible for any personal possessions, including any vehicle, brought to Lord’s and MCC shall not be liable for any loss of, or damage to, such personal possessions;
12. you are not permitted to bring in any flammable or other potentially dangerous or hazardous materials or equipment into the ICC or any other part of Lord’s Ground;
13. children under the age of 16 years must be accompanied by an adult 18 years of age and older; and
14. smoking, including vaping and e-cigarettes, is strictly prohibited in all areas of the ICC.
    1. The obligations set out in Clause 4.1 also apply to any member of your Group. You agree that you will bring these Terms & Conditions to the attention of your Group. If you fail to notify your Group of such, MCC shall hold both you and the members of your Group responsible and liable for any failure to comply with these Terms & Conditions.
    2. MCC shall have the right to prevent your access to or eject you from Lord’s if you breach these Terms & Conditions without any liability to you by way of compensation, refund, re-entry or otherwise.
    3. Any visitors with accessibility needs are requested to email [indoorcricketcentre@lords.org](mailto:indoorcricketcentre@lords.org). MCC will do its best to accommodate visitors with accessibility needs wherever possible.
15. **BOWLING ANALYSIS USING HAWK-EYE**
    1. Hawk-Eye will combine time in the nets and time spent analysing the session. For example, an hour-long session is typically split with 40 minutes in the nets and 20 minutes in the Performance Analysis Suite.
    2. The maximum number of deliveries that can be captured in an hour-long session will vary depending on the number of people involved and the type of bowling, as well as other incidental factors.
    3. For the purpose of analysis, players will be required to bowl six (6) deliveries in a row. As the net area is restricted not all deliveries may be tracked and the bowlers may be asked to bowl additional deliveries.
    4. At the conclusion of the session, players will be able to review their performance in the Performance Analysis Suite. Selective data from the session will be available via a downloadable link after the session has concluded.
16. **EVENTS OUTSIDE MCC’S CONTROL**
    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 by giving notice to you via the email address provided as part of your Booking. Any cancellation shall be made in MCC’s sole and absolute discretion without reason or explanation and such decision shall be final.
    2. If Clause 6.1 applies, MCC shall use reasonable endeavours to make alternative arrangements, including rescheduling your Booking to an alternative day, or if not possible or practicable, cancel your Booking and issue a refund to you. No further liability shall be assumed by MCC by way of compensation, or otherwise, including but not limited to any personal travel, accommodation, promotional or hospitality or other arrangements made in relation to a Booking or the cancellation of a Booking.
17. **CANCELLATION**
    1. MCC reserves the right to cancel a Booking at any time prior to the date of the Booking. MCC’s decision to cancel in such circumstance is final.
    2. If Clause 7.1 applies, MCC shall use reasonable endeavours to make alternative arrangements, including rescheduling your Booking to an alternative day, or if not possible or practicable, cancel a Booking and issue a refund to you. No further liability shall be assumed by MCC by way of compensation, or otherwise, including but not limited to any personal travel, accommodation, promotional or hospitality or other arrangements made in relation to a Booking or the cancellation of a Booking.
    3. Cancellation of Bookings must be confirmed to us in writing. If you cancel your Booking, the following cancellation charges will apply:
18. if the Booking is for the full hall (i.e eight (8) nets) for two (2) or more hours, at least two (2) months’ notice of cancellation is required, otherwise all of the Charges will be retained by us;
19. if the Booking is for four (4) nets or more on the same day, at least one month’s notice of cancellation is required, otherwise all of the Charges will be retained by us;
20. if the Booking is for three nets or fewer, at least seven (7) days’ notice of cancellation is required, otherwise all of the Charges will be retained by us;
21. any amendments to any Booking for cricket initiation for tour groups, including any cancellations, must be provided at least two (2) weeks in advance of the date of the Booking, otherwise all Charges will be retained by us; and
22. no refunds or amendments will be accepted for any Bookings for holiday courses except in the case of illness or injury or at MCC’s sole discretion. For cancellations in cases of illness or injury, a letter from a medical practitioner must be provided before any refund will be considered by MCC.
23. **LIABILITY** 
    1. You shall be liable for all costs, losses and liabilities incurred by MCC as a result of any damage to property of MCC caused by you or a member of your Group and/or any act by you or a member of your Group.
    2. You are fully responsible for any injury to any person caused by your or a member of your Group.
    3. You and your Group attend the ICC and use the net facilities at your own risk.
    4. You 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, you.
    5. 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. Subject to Clause 8.5, MCC shall not be liable to you 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 you before, during or after Booking.
    7. In any event, MCC’s total liability under, or in connection with your Booking whether in contract, tort (including negligence) or otherwise, will not exceed the Charges.

**9. GENERAL**

9.1 On occasion, net sessions may be filmed or photographed by MCC for promotional purposes. If MCC wishes to photograph or film your session, you will be required to complete a consent form signifying your consent to the use of any images or footage in future promotions. A separate permission slip must be completed by a parent, guardian or carer if children are to be photographed or filmed. If you or a member of your Group does not wish to have their session photographed or filmed they should inform the ICC at the time of the Booking. No payment or royalties will be provided to any person whose image or footage is used for promotional purposes. A copy of the relevant permission slips (adult and children) is available from the ICC on request.

9.2 MCC reserves the right to vary these Terms & Conditions, including without limitation to comply with any Government guidance or restrictions.

9.3 No third party shall have any right to enforce any of these Terms & Conditions under the Contracts (Rights of Third Parties) Act 1999.

9.3 Any personal data collected by MCC shall be processed by MCC in accordance MCC’s Privacy Notice which may be viewed at <https://www.lords.org/privacynotice>.

9.4 These Terms & Conditions are subject to and governed by English Law.

**CODE OF CONDUCT**

Cricket is a game enjoyed by millions around the world. It is a fun sport and we in the Indoor Cricket Centre want to ensure that all players gain maximum enjoyment from their sessions. This can be achieved by following the MCC Spirit of Cricket message.

The major responsibility for ensuring fair play in cricket rests with the players, coaches and, in junior cricket, teachers and parents.

RESPECT is at the core of MCC Spirit of Cricket. At the Indoor Cricket Centre, we expect players to:

1. Respect your captain, team-mates, coaches, opponents and the authority of the umpires;
2. Play hard and play fair – do your utmost to win but do not cheat to do it;
3. Accept the umpire’s decision;
4. Create a positive atmosphere and encourage others to do likewise;
5. Show self-discipline, even when things go against you;
6. In group classes, to respect the other class-members and behave in such a way which does not adversely impact on others’ learning or enjoyment.
7. Congratulate the opposition on their successes, and enjoy those of your own team; and
8. Thank the officials and your opposition at the end of the game, whatever the result. Also, thank your coach(es) at the end of a training session.

In the event of a player not adhering to the Spirit of Cricket, coaches and staff will be required to take appropriate action by, first, sending players out of the session for a short time and, later, reporting the issue to other coaches, staff, parents or club officials, as relevant.

Cricket is an exciting game that encourages leadership, friendship and teamwork, bringing together people from different nationalities, cultures and religions, especially when played within the MCC Spirit of Cricket.