

2020 Customer Terms And Conditions For The Sale Of Hospitality Experiences Except For Twenty20 Matches and The Hundred



LORD'S
THE HOME OF CRICKET

October 2019

These Terms and Conditions, the Hospitality Booking Confirmation email issued by MCC confirming a Customer's booking ("Booking Confirmation") and the Hospitality Rules and Regulations form the Contract between the Customer and MCC for the provision of a Hospitality Experience.

Customers must ensure that they have read and understood these Terms and Conditions and the Hospitality Rules and Regulations before submitting a Hospitality Booking Request Form.

Any terms defined in these Terms and Conditions and used in the Booking Confirmation shall have the meanings attributed to them in the Terms and Conditions. References to the masculine shall include to the feminine, neuter and vice versa.

01 | Definitions

- i) **"Customer"**: the purchaser of Hospitality Experiences in a Facility at Lord's;
- ii) **"Facility"**: the Captains' Lounge, the Marylebone Suite, the Marylebone, the Nursery Pavilion, Danubius Hotel or a hospitality suite;
- iii) **"Hospitality Booking Request Form"**: the form to be completed by the Customer when confirming his intention to purchase a Hospitality Experience;
- iv) **"Hospitality Experience(s)"**: Ground admission ticket, Facility pass and food and drinks package provided by MCC within a Facility;
- v) **"Lord's" or "Ground"**: Lord's Ground, London NW8 8QN;
- vi) **"MCC"**: Marylebone Cricket Club of Lord's Ground, London NW8 8QN; and
- vii) **"Match Date"**: the date on which a cricket match or part of a cricket match is scheduled to be played at Lord's for which the Customer has booked a Hospitality Experience(s).

02 | Booking Confirmation

2.1 When the Customer makes a request for a Hospitality Experience it shall be considered provisional until the Customer receives a Booking Confirmation from MCC containing the details of his booking. Before any booking will be confirmed by MCC and the Contract is in effect, the Customer must indicate his willingness to accept these Terms and Conditions and the Hospitality Rules and Regulations as part of completing the Hospitality Booking Request Form.

2.2 The Customer acknowledges that the availability of a Hospitality Experience cannot be guaranteed and a booking will be subject to availability at the time of the issue of the Booking Confirmation.

03 | Payment Terms

3.1 Within fourteen (14) days of issue of the Booking Confirmation, 100% of the total price of the Hospitality Experience(s) ("Total Price") must be received by MCC in cleared funds, unless otherwise agreed by MCC.

3.2 If the booking is made within twelve (12) weeks of the Match Date, the Total Price must be received by MCC in cleared funds within forty-eight (48) hours of issue of the Booking Confirmation, unless otherwise agreed by MCC.

3.3 If payment of the Total Price is not made in full in accordance with Clauses 3.1 and 3.2 above, MCC reserves the right to cancel the booking and sell the Hospitality Experience(s) to a third party without further notice to the Customer.

3.4 MCC will not release Ground admission tickets or Facility passes unless payment has been received in full.

3.5 All prices are exclusive of VAT (unless otherwise stated) which is payable in addition to the Total Price by the Customer.

04 | Cancellation by the Customer

The Customer must notify MCC in writing if he wishes to cancel his booking of the Hospitality Experience(s) and the Customer shall compensate MCC for any direct damage or loss suffered by MCC as a result of the cancellation. MCC shall use its reasonable endeavours to obtain a suitable replacement customer but, where it cannot do so, reserves the right to charge the following cancellation fees:

Cancellation Notice Fee	Fee
Cancellation more than twelve (12) weeks before the Match Date	50% of the Total Price
Cancellation less than twelve (12) weeks before the Match Date	100% of the Total Price

In the event that the cancelled Hospitality Experience is re-sold, MCC shall be entitled to retain a handling fee of ten per cent (10%) of the Total Price and the balance shall be refunded to the Customer.

05 | Tickets and Passes

5.1 Subject to payment of the Total Price having been received by MCC in cleared funds, MCC shall send to the Customer prior to the Match Date, Ground admission tickets and Facility passes for each guest in accordance with the details as notified by the Customer (or shall retain such Ground admission tickets and Facility passes for collection at Lord's on the Match Date, if requested).

5.2 The Customer shall be responsible for distributing the Ground admission tickets and Facility passes to his guests. **No person will be admitted to the Facility without a valid Ground admission ticket and Facility pass. No liability is accepted by MCC in the event that a guest is denied entry to the Facility or any other part of Lord's as a result of the Customer's or any guest's failure to comply with this Contract.**

5.3 The Customer shall be responsible for the acts and omissions of himself and his guests while at Lord's and shall ensure that his guests comply with the Hospitality Rules and Regulations at all times.

5.4 The Customer agrees to provide MCC with a dietary requirements list, including details of any food allergies, the name and contact number of the Customer's nominated "Host", the names of the Customer's guests, and any other relevant information at least two (2) weeks prior to the Match Date or as otherwise agreed by MCC.

5.5 MCC will pass on details of any dietary requirements to its 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.

5.6 The Customer acknowledges that MCC cannot guarantee:

- (a) whether the match or any play will take place; and/or
- (b) the length of play; and/or
- (c) the identity of the players who will appear in the match, on the Match Date.

06 | Cancellation on the Day and Alternative Arrangements

6.1 The Customer acknowledges that the commencement and/or duration of any cricket played on the Match Date is dependent upon the weather and other factors that are outside of MCC's control, but that the hospitality facilities at Lord's are not dependent upon the weather on the Match Date and, subject to Clause 6.3, will be available for use irrespective of whether there is no cricket played, or a match is interrupted, suspended, abandoned or the Match is completed on a previous day.

6.2 If the day's play is abandoned or the match is completed before its scheduled conclusion, the Facility must be vacated no later than one hour after the announcement of such abandonment, or one hour after the end of the scheduled tea interval, whichever is later, unless otherwise instructed by MCC. Bar facilities will close no later than half an hour after the close of play, or in case of abandonment thirty (30) minutes after the announcement of such abandonment or the end of the scheduled tea interval, whichever is later or as otherwise determined by MCC.

06 | Cancellation on the Day and Alternative Arrangements

continued

6.3 The Customer agrees that MCC shall have no liability relating to the interruption, suspension, abandonment or cancellation of play save that insofar as suspension, abandonment or cancellation is concerned, liability shall be limited to a refund in respect of that part of the Total Price comprising the Ground admission ticket only in accordance with the refund scheme administered by the England & Wales Cricket Board from time to time. The hospitality element of the Hospitality Experience shall continue to be available to the Customer and his guests for the Match Day on which the Hospitality Experience(s) has been ordered in accordance with Clauses 6.1 and 6.2 and, subject to Clause 6.4, no refund shall be given in respect of it.

6.4 In the event that MCC is obliged to relocate the Customer other than for reasons outside of MCC's control, MCC will use its reasonable endeavours to provide alternative arrangements, subject always to availability. In the event that no alternative arrangement can be made, MCC will refund the Customer the Total Price less the value of the Ground admission ticket(s).

6.5 For the purpose of this clause, factors outside of MCC's control shall include any event which MCC could not, even with all due care, foresee or avoid including (without limitation) fire, flood, strike, industrial dispute, hostilities, acts of terrorism, riot, civil commotion, law or regulation or order or direction of any official association, institution, court or authority (whether official or not having the force of law), or death of a member of the Royal Family of the United Kingdom.

07 | Liability

7.1 Subject to the terms of this Contract, MCC shall not be liable to the Customer in contract, tort (including negligence) or otherwise arising out of or in connection with this Contract for (i) any loss of revenues, loss of profits, loss of business or anticipated savings, loss of goodwill and/or reputation or loss arising out of business interruption (whether such losses are direct or indirect) or (ii) any indirect or consequential loss or damage.

7.2 Subject to Clause 7.5, MCC shall not be liable for any injury whatsoever to the Customer or his guests, nor for any loss or damage to or theft of their property howsoever such injury, loss or damage may be caused.

7.3 MCC's total liability under, or in connection with, this Contract, shall be to use reasonable endeavours to make alternative arrangements, including hosting the Match (if applicable) on the next best alternative date or providing alternative hospitality facilities at Lord's (subject to Clause 6.4) or refunding the Customer the Total Price, at MCC's sole discretion.

07 | Liability continued

7.4 The Customer will be liable to MCC in respect of any liability, losses, claims, demands, costs or expenses (including loss of profits and reasonable legal and other professional fees) suffered by MCC, arising out of:

- (a) any personal injury or property damage caused by any acts or omissions of the Customer or his guests, whether in the Facility or elsewhere within Lord's; and/or
- (b) the enforcement of the Contract whether or not litigation is actually commenced and including any appeal proceedings.

In the event that this Clause is triggered, MCC shall be entitled to invoice the Customer and the Customer shall pay such invoice immediately.

7.5 Nothing within this Contract shall limit or exclude either party's liability for death or personal injury caused by its negligence or for any loss, damage, costs and expenses caused by an act of fraud or which may not lawfully be excluded.

08 | General

8.1 These Terms and Conditions, the Booking Confirmation and the Hospitality Rules and Regulations shall be deemed to be incorporated into the Contract between MCC and the Customer.

8.2 The Customer shall not assign, transfer or sell the Hospitality Experience(s) or Ground admission tickets or Facility passes to any third party.

8.3 This Contract (and any documents referred to in these Terms and Conditions) sets out the entire Contract and understanding between the parties in respect of the subject matter of this Contract. The Customer acknowledges that he has entered into this Contract in reliance only upon the representations, warranties and promises specifically contained or incorporated in this Contract and, save as expressly set out in this Contract, MCC shall have no liability in respect of any representation, warranty or promise made prior to the date of this Contract unless such representative, warranty or promise was made fraudulently.

8.4 Any notice required to be given under this Contract shall be in writing and shall be delivered personally, be left at, or sent by pre-paid first class post, or electronic communication, to MCC's Hospitality Office, details of which are given in the Booking Confirmation.

8.5 No purported variation of this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties.

8.6 No failure or delay by MCC to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that (or any other) remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

08 | General

continued

8.7 No term of this Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

8.8 MCC shall hold the personal information of the Customer and his guests for the purposes of administering the Customer's booking for the Hospitality Experience(s) and shall keep a copy of the personal information for no longer than is necessary to administer the booking for the Hospitality Experience(s). 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 on www.lords.org for more information.

8.9 This Contract shall be governed by the laws of England and Wales and each of the parties irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales. As a consumer, the Customer will benefit from any mandatory provisions of the law of the country in which he or she is a resident. Nothing in these Terms and Conditions, including this Clause 8.9, affects the Customer's rights as a consumer to rely on such mandatory provisions of local law.

MCC's Hospitality Rules And Regulations



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The Hospitality Rules and Regulations ("Rules and Regulations") in force from time to time shall apply to any Customer or guest whilst at Lord's Cricket Ground ("Lord's" or "the Ground"). For the avoidance of doubt, such Rules and Regulations are subject to updates from time to time, the then current Rules and Regulations being available on MCC's website at www.lords.org, or upon request, from MCC's Hospitality Office.

All Customers and guests are also subject to MCC's General Ground Regulations, copies of which are displayed near the entrances to the Ground and are available on MCC's website.

The current Rules and Regulations are set out below.

01 | Hospitality Experience Sale and Distribution Conditions

1.1 Hospitality Experience(s) (as defined in the 2020 Customer Terms and Conditions for the Sale of Hospitality Experiences except for Twenty20 Matches and The Hundred ("Terms and Conditions")) may only be purchased from MCC directly or through its authorised agents.

1.2 Hospitality Experience(s) 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 Rules and Regulations.

1.3 Hospitality Experience(s) are personal to the Customer who purchased the Hospitality Experience(s) and may only be used by the individuals identified and named as guests for such a Hospitality Experience(s).

1.4 A holder of a Hospitality Experience shall not purvey, advertise, auction, or otherwise offer for sale, or use as a competition prize, the ticket or tickets allocated to that person without the prior written permission of MCC's Chief Executive & Secretary.

1.5 Hospitality Experience(s) 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 Hospitality Experience(s) shall be null and void and MCC shall be entitled to refuse entry to the Customer and the Customer's guests without any further liability to the Customer and his or her guests.

01 | Hospitality Experience Sale and Distribution Conditions

continued

1.6 A duplicate Ground admission ticket or Facility pass, issued as a replacement for any Ground admission ticket or Facility pass which has been stolen, lost or temporarily mislaid, will be issued by MCC only on production of a written statement by the Customer who purchased the Hospitality Experience(s). If stolen, it is imperative that the theft is reported to the Police in order that a crime number can be allocated. This number is to be quoted on the Customer's written statement for duplicate Ground admission ticket or Facility pass.

1.7 Any Hospitality Experience(s) acquired in breach of these Rules and Regulations shall be null and void. MCC shall be entitled to confiscate or invalidate any Hospitality Experience(s) or Ground admission tickets or Facility passes which are offered for sale or acquired in contravention of these Rules and Regulations without any further liability to the Customer and his or her guests.

1.8 The Terms and Conditions constitute the terms under which Hospitality Experience(s) are allocated to the Customer and all guests. Any person who fails to comply with these Terms and Conditions shall be refused admittance to or ejected from Lord's.

1.9 The Customer shall be responsible at all times for the conduct of his or her guests.

1.10 A Customer who purchases a Hospitality Experience for a Test Match may be eligible for a refund in respect of the Ground admission ticket element of the Hospitality Experience as follows:

- (a) no play because the match has been completed - a full refund of the Ground admission ticket element only;
- (b) 15 overs or less because of weather conditions or completion of the match - a full refund of the Ground admission ticket element only; and
- (c) 15.1 overs to 29.5 overs because of weather conditions or completion of the match - a 50% refund of the Ground admission ticket element only.

1.11 A Customer who purchases a Hospitality Experience for a One Day International Match may be eligible for a refund in respect of the Ground admission ticket element of the Hospitality Experience as follows:

- (a) no play because the match has been completed - a full refund of the Ground admission ticket element only;
- (b) 15 overs or less because of weather conditions or completion of the match - a full refund of the Ground admission ticket element only; and
- (c) 15.1 overs to 29.5 overs because of weather conditions or completion of the match - a 50% refund of the Ground admission ticket element only.

1.12 In no other circumstances except as otherwise set out in the Terms and Conditions, on no other occasion, will any refund in respect of admission or hospitality be made.

1.13 Subject to the Terms and Conditions, a Customer who purchases Hospitality Experience(s) shall not be entitled to claim a refund in relation to any pre-ordered catering or any other additional services. Such services shall continue to be available to the Customer and the

01 | Hospitality Experience Sale and Distribution Conditions

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guests for the day on which the Hospitality Experience has been ordered.

1.14 Any property left anywhere on MCC's premises 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.

1.15 The Facility (as defined in the Terms and Conditions) and other entertainment facilities are not transferable and are subject to conditions laid down by the MCC Committee.

1.16 Under no circumstances are Customers or guests permitted to bring their own food or drink into the Facility.

1.17 Customers and guests are expected to maintain an acceptable standard of dress while they are in the Facility, and admittance may be refused to anyone wearing dilapidated garments of any kind. The dress requirement for the Facility is as follows:

- (a) **Gentlemen:** casual trousers or tailored shorts are acceptable, provided that they are reasonably smart. Jackets are not required, but neat shirts with collars, or polo shirts should be worn.
- (b) **Ladies:** dresses; or skirts, trousers or shorts worn with blouses or smart tops which may be sleeveless. Bare feet, bare torsos or bare midriffs are not permitted under any circumstances.

1.18 The permission to use the Facility shall not include the provision of car parking facilities by MCC.