TERMS AND CONDITIONS LORD'S EXPERIENCE TOURS



2023

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:

Beyond the Boundary Experience Tour: a guided tour of Lord's, including the outfield, hosted by a former cricket player, which lasts approximately three hours and is limited to 16 attendees only;

Booking: a booking for an Experience Tour made in accordance with Clause 2;

ECB: the England and Wales Cricket Board Limited, the national governing body of cricket in England and Wales, and any successor organisation;

England Team: the senior England men's international cricket team (as selected and notified by the ECB from time to time);

Exclusion Days: those days for which Experience Tours 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;

Experience Tour: the Players' Dining Room Experience Tour, Beyond the Boundary Experience Tour, the Hat-Trick Experience Tour, Themed Experience Tour and such other experience tours as MCC may promote and host from time to time;

Ground Regulations: those ground regulations of the Club from time to time, which can be viewed at: https://www.lords.org/information/general-ground-regulations;

Hat-Trick Experience Tour: a guided tour of Lord's, including the outfield, hosted by a former cricket player, which includes lunch in the Player's Dining Room at Lord's, which lasts approximately four and a half hours and is limited to 16 attendees only;

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;

ICC: the International Cricket Council, the world-wide governing body of cricket;

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 ICC;

Lord's: Lord's Ground, London NW8 8QN;

1. **DEFINITIONS**CONTINUED

MCC: Marylebone Cricket Club, incorporated by Royal Charter under number RC000862 of Lord's Ground, London NW8 8QN;

Major Match(es): any of the following cricket matches scheduled to be played at Lord's: Test Matches, ODIs; International Twenty20s, Twenty20 Cup Matches and Hundred Matches;

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 ICC;

Platform: MCC's platform at: <u>tours.lords.org</u>;

Players Dining Room Experience Tour: a guided tour of Lord's hosted by a former cricket player, which includes lunch in the Player's Dining Room, which lasts approximately three hours and is limited to 24 attendees only;

Start Time: the starting time for an Experience Tour as detailed on the Platform;

Terms & Conditions: these terms & conditions;

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 ICC;

Themed Experience Tour: a guided tour of Lord's hosted by a former cricket player, which includes a themed tasting activity, lunch in the Committee Dining Room, and a question and answer session with the former cricket player, which lasts approximately four hours and is limited to 24 attendees only;

Tour Date: the date for an Experience Tour as detailed on the Platform;

Touring Team: an overseas international cricket team; and

Twenty20 Cup Matches: a domestic cup match limited to twenty (20) overs per innings.

2. BOOKING AND ENTRY

- 2.1 Experience Tours are offered on a first come, first served basis and are subject to availability.
- 2.2 Bookings for Experience Tours must be made online via the Platform. Full payment of an Experience Tour is required at the time of booking.
- 2.3 For exclusive bookings for any Experience Tour, you will be required to book and pay for all places available for that particular tour (i.e. 16 or 24).
- 2.4 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 for and for the avoidance of doubt this includes acting with authority of the person to agree to these Terms & Conditions.
- 2.5 No group discount applies to any Experience Tours.
- 2.6 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.

2. BOOKING AND ENTRY CONTINUED

- 2.7 Experience Tours are available to be booked throughout the year, with the exception of any Exclusion Days.
- 2.8 MCC is not responsible for any technical glitches or malfunctions on the Platform or any other problems out of its control that result in a Booking not being properly received by MCC.
- 2.9 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.
- 2.10 By making a Booking, you will be deemed to have accepted and agreed to be bound by these Terms & Conditions.
- 2.11 Gift vouchers for Experience Tours may be purchased via the Platform or by contacting the Tour Office at 020 7616 8595. Vouchers are valid for 12 months from the date of purchase. Please refer to vouchers for individual expiry dates. There is no cash equivalent for vouchers and vouchers cannot be used in conjunction with any other offer.
- 2.12 Gift vouchers purchased for an Experience Tour must be redeemed for the tour type that is referenced on the voucher. For example, if you purchase a Hat Trick Experience Tour you will only be able to use that voucher for the same Experience Tour. If you wish to upgrade your voucher to a different Experience Tour, you will be required to pay the difference.
- 2.13 Lord's is a working ground. Therefore, not all areas may be available on a particular Tour Date due to ground operations or re-development or refurbishment works from time to time. Similarly, Experience Tour itineraries and content may vary at MCC's sole discretion without further notice. MCC cannot guarantee all advertised elements of an Experience Tour will be available on the Tour Date. Please check the Platform for current information, including closures and areas of Lord's which may be unavailable on a particular date.
- 2.14 Entry to an Experience Tour shall be via the Grace Gate at Lord's (or such other entry point as specified by MCC from time to time) and you shall be required to show your ticket, voucher or Confirmation Email to security before entry will be permitted.
- 2.15 MCC recommends that you arrive 30 minutes prior to Start Time to allow sufficient time to clear security and view the MCC Museum. Please note that you will not be permitted to enter Lord's until 30 minutes prior to the commencement of an Experience Tour.

3. REGULATIONS

- 3.1 By making a Booking, you accept and acknowledge that:
 - (a) if you arrive more than 10 minutes after the Start Time, you may be denied entry to an Experience Tour. No refunds will be issued for a missed Experience Tour;
 - (b) 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. REGULATIONS CONTINUED

- (c) 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 or any other public health emergency;
- (d) MCC reserves the right to refuse entry to an Experience Tour to any person who is dressed inappropriately. For example, items of clothing which are inappropriate include but are not limited to: a) ripped or torn vests; b) garments in military camouflage colours; c) singlets; d) beach-style rubber flip-flop shoes; and/or e) bikini tops or tops/dresses showing bare midriff. Further, bare feet, bare torsos and anyone wearing dilapidated or offensive garments of any kind will not be permitted under any circumstances;
- (e) flat shoes are required when walking on the outfield as part of the Beyond the Boundary Experience Tour or Hat-Trick Experience Tour. No high heels are permitted to be worn on the outfield under any circumstances;
- (f) the Experience Tour comprising the Themed Experience Tour is limited to persons aged 18 years and over. You may be asked to provide suitable identification to verify your age before you are permitted to join the Themed Experience Tour;
- (g) 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 on an Experience Tour or any other third party, including but not limited to any Member of MCC, staff, or contractor;
- (h) visitors with large bags or luggage larger than those permitted in overhead lockers in aircraft cabins will be refused entry with these items. Visitors with smaller bags, e.g., handbags, and/or small luggage, and/ or child pushchairs, will be permitted access with these items, however they must remain with the visitor at all times. Please note that MCC does not have any luggage storage facilities available. Luggage should be left at your place of accommodation or, for example, at a mainline railway station;
- (i) you will be accompanied by a Tour Guide and a former player on an Experience Tour and that you must remain with the Tour Guide and former player at all times and follow any and all instructions given by or on behalf of MCC whilst at Lord's;
- (j) you must treat the former player and Tour Guide accompanying you on an Experience Tour with respect at all times;
- (k) 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;
- (l) you are only permitted to access areas of Lord's that form part of an Experience Tour. You shall not access any other area of Lord's that does not form part of an Experience Tour;
- (m) the use of flash photography is not permitted in the Museum;
- (n) photography is only permitted in those areas of Lord's designated by Tour Guides;

3. REGULATIONS CONTINUED

- (o) filming, including any Facetime or other mobile telephone interaction with a third party, is strictly prohibited during an Experience Tour;
 - (p) all mobile devices should be switched off during an Experience Tour, unless being used to take photographs in an area designated by a Tour Guide:
 - (q) the consumption of food and drink in the MCC Museum, the Pavilion, the Media Centre and the Lord's Shop and other retail outlets at Lord's is strictly prohibited;
 - (r) you are solely responsible for any personal possessions brought to Lord's and MCC shall not be liable for any loss or damage to such personal possessions;
 - (s) the MCC Museum is only open to visitors on an Experience Tour or spectators on days of cricket matches;
 - (t) subject to sub-paragraph (f), children under the age of 16 years must be accompanied by an adult 18 years of age and older; and
 - (u) smoking is strictly prohibited during all Experience Tours.
- 3.2 If your Booking includes a ticket for one or more guests, you must bring these Terms & Conditions to the attention of your guest/s. If you fail to notify your guest/s of such, MCC shall hold both you and your guest/s responsible and liable for any failure to comply with these Terms & Conditions.
- 3.3 MCC shall have the right to prevent your access to or eject you from an Experience Tour if you breach these Terms & Conditions without any liability to you by way of compensation, refund, re-entry or otherwise.
- 3.4 Re-entry to Lord's, including to the Museum and/or Lord's Shop or other retail outlets, after the conclusion of an Experience Tour is not permitted under any circumstances.
- 3.5 Any visitors with accessibility needs are requested to email tours@mcc.org.uk. MCC will do its best to accommodate visitors with accessibility needs wherever possible.

4. EVENTS OUTSIDE MCC'S CONTROL

- 4.1 If, as a result of any circumstances which are outside the control of MCC, including without limitation the imposition of any Government restrictions which prevent, inhibit or delay 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 for an Experience Tour. Any cancellation shall be made in MCC's sole and absolute discretion without reason or explanation and such decision shall be final.
- 4.2 If Clause 4.1 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 an Experience Tour 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 an Experience Tour or the cancellation of an Experience Tour.

5. CANCELLATION

- 5.1 MCC reserves the right to cancel an Experience Tour at any time prior to the Tour Date. MCC's decision to cancel in such circumstance is final.
- 5.2 If Clause 5.2 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 an Experience Tour 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 an Experience Tour or the cancellation of an Experience Tour.
- 5.3 In the event the advertised former player is unavailable for any reason for an Experience Tour, MCC shall endeavour to find an alternative player classified by MCC in the same category as the advertised player as a replacement. If a replacement is unable to be found, an Experience Tour will continue as scheduled and you will be offered a partial refund as outlined at Clause 5.5 below.
- 5.4 If, due to circumstances beyond MCC's control, access to the outfield is prohibited, for example, on account of adverse weather conditions, an Experience Tour will continue as scheduled and you will be offered a partial refund as outlined in Clause 5.5 below.

5.5	EXPERIENCE TOUR	REASON	PARTIAL REFUND*
	Players' Dining Room Experience Tour	Advertised player does not attend scheduled tour	£100 per person
	Beyond the Boundary Experience Tour	Advertised player does not attend scheduled tour	£100 per person
	Beyond the Boundary Experience Tour	Access to outfield at Lord's unavailable	£100 per person
	Hat-Trick Experience Tour	Advertised player does not attend scheduled tour	£125 per person
	Hat-Trick Experience Tour	Access to outfield is unavailable	£100 per person

^{*} MCC will process any refunds within 30 days of the Tour Date.

- If, for unavoidable reasons, you wish to cancel or reschedule a Booking prior to the Tour Date, you must notify MCC by email at: tours@mcc.org.uk at least 14 days prior to the commencement of an Experience Tour. No refunds will be issued for an Experience Tour cancelled within 14 days of the commencement of an Experience Tour. Rescheduling of Experience Tours within 14 days will be subject to availability and at MCC's sole discretion.
- 5.7 For the avoidance of doubt, subject to Clause 5.5, no refunds will be issued in the event that MCC decides in its absolute discretion to vary the route or the content of an Experience Tour.
- 5.8 Experience Tour tickets and vouchers are strictly non-transferable and may not, under any circumstances, be advertised, auctioned, used as a competition prize, offered for sale or re-sale in any manner whatsoever. If MCC becomes aware that any tickets and/or vouchers have been misused, they will be immediately cancelled, and no refund will be given.

6. LIABILITY

- 6.1 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 and/or any act by you.
- 6.2 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.
- 6.3 Nothing in these Terms & Conditions shall exclude or limit the liability of any person for death or personal injury resulting from its wilful or negligent act or omission or any fraudulent conduct or that of any of its representatives or for any act, omission or matter, liability for which may not be excluded or limited under any applicable law.
- 6.4 Subject to Clause 6.3, 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 an Experience Tour.
- 6.5 In any event, MCC's total liability under, or in connection with an Experience Tour whether in contract, tort (including negligence) or otherwise, will not exceed the price paid by you for an Experience Tour.

7. GENERAL

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

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