

ENGLAND v NEW ZEALAND TEST MATCH, ENGLAND v INDIA ONE-DAY INTERNATIONAL
AND ENGLAND v SOUTH AFRICA TEST MATCH

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:

- 1.1 **Ballot:** the Reservation ballot system hosted by MCC;
- 1.2 **Charges:** the charges a Member has agreed to pay MCC for the Service as detailed on the Platform;
- 1.3 **First Test Match:** the men's England v New Zealand Test Match scheduled to be played on the Match Day;
- 1.4 **Lord's:** Lord's Ground, London NW8 8QN;
- 1.5 **Match Day:** any day of the First Test Match, One-Day International or the Second Test Match which is scheduled to be played at Lord's as detailed on the Platform, for which a Member has been successful in securing a Reservation(s);
- 1.6 **MCC:** Marylebone Cricket Club of Lord's, London NW8 8QN;
- 1.7 **Members:** full, senior and associate members of MCC from time to time;
- 1.8 **One-Day International:** the men's England v India one-day international scheduled to be played on the Match Day;
- 1.9 **Pelham's:** Pelham's restaurant at Lord's;
- 1.10 **Platform:** MCC's Ticket platform, SRO at: tickets.lords.org;
- 1.11 **Reservation:** a booking reservation at Pelham's for the Service made in accordance with paragraph 2;
- 1.12 **Rover Ticketholders:** guests with a Ticket purchased by a Member for the Match Day;
- 1.13 **Second Test Match:** the men's England v South Africa Test Match scheduled to be played on the Match Day;
- 1.14 **Service:** the provision by MCC to Members and Rover Ticketholders with a Reservation of breakfast, lunch and afternoon tea during the Test Match;

1. DEFINITIONS CONTINUED

- 1.15 **Sitting Time:** the scheduled period of time for the Service;
- 1.16 **Terms & Conditions:** these terms & conditions;
- 1.17 **Terms & Conditions for the Sale and Allocation of Tickets:** the terms & conditions for the sale and allocation of the Tickets for the Match Day copies of which are available on <https://www.lords.org/information/terms-and-conditions>;
- 1.18 **Tickets:** the ground admission tickets for the Match Day.

2. BALLOT

- 2.1 Members are eligible to enter the Ballot to secure a Reservation on a Match Day for themselves other Members and/or Rover Ticketholders in accordance with paragraph 2.5.
- 2.2 Reservations pursuant to this paragraph 2 are subject to availability. For the avoidance of doubt, an entry in the Ballot does not guarantee a Reservation.
- 2.3 Ballot entries must be made online via a Member's account on the Platform and by entering the Ballot, Members will be deemed to have accepted and agreed to be bound by these Terms & Conditions.
- 2.4 Ballot entries are limited to one (1) entry per Member for each Match Day. No bulk entries will be accepted and duplicate entries will be disqualified.
- 2.5 Reservations are strictly limited to table numbers of no more than six (6) and shall be in accordance with Government guidance or restrictions.
- 2.6 Reservations may only be made for days one to four of the First Test Match and Second Test Match. For the avoidance of doubt, no Reservations can be made for the fifth day for either the First Test Match and Second Test Match.
- 2.7 The Ballot opens at 10:00 on 10 January 2022 and closes at 17:00 on 7 February 2022. Any entries received outside this period will not be considered, even if the entry appears to have been registered.
- 2.8 A pre-authorized payment for the Charges by must be made at the time of entering the Ballot via the Member's account on the Platform. MCC accepts all major debit and credit cards for payment for the Charges.
- 2.9 Members who have been successful in securing a Reservation will be notified on or before 7 March 2022 via email to the email address registered to the Member's account on the Platform and the payment method used by the Member will automatically be charged for the Charges on the notification date. Unsuccessful Members will not be charged. The outcome of the Ballot selection communicated by MCC is final.

3. PELHAM'S RESERVATIONS

- 3.1 By making a Reservation, Members shall and procure that Rover Ticketholders accept and acknowledge that:
- (a) the Sitting Time shall be advised following confirmation of a Reservation. Members are asked to arrive at the designated Sitting Time as this time cannot be amended. Tables will only be held for fifteen (15) minutes before being released and re-sold without further notice or liability. If a Member is running late for any reason, they are asked to call the Restaurant Reservations telephone line on 020 7616 8563 as soon as possible. Members should note that there is no guarantee that tables will be held for any longer than fifteen (15) minutes;
 - (b) MCC shall allocate a strict Sitting Time period as notified by MCC to enjoy the Service;
 - (c) entry to Pelham's will be subject to 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 (including without limitation any NHS COVID Pass as may be required) or any other public health emergency;
 - (d) MCC does not accept cash payments. Pelham's is cashless and accepts all major contactless debit and credit cards, with chip and pin applying for purchases over the contactless payment limit and a mobile or wearable payment device, including Apple Pay and Google Pay, which support high-value contactless payments;
 - (e) the dress code for entry to Pelham's is smart/casual. Smart jeans are acceptable; shorts should be tailored; flip flops and trainers are not permitted; and
 - (f) particular tables in Pelham's cannot be guaranteed under any circumstances, including any tables located by the windows.
- 3.2 Members agree to provide MCC with a dietary requirements list including details of any food allergies and must inform MCC of any wheelchair or other special access requirements no later than ten (10) days prior to the Match Day.

4. EVENTS OUTSIDE MCC'S CONTROL

- 4.1 If the Match Day is cancelled or changed in accordance with the Terms & Conditions for the Sale and Allocation of Tickets or the Tickets become subject to any Government restriction, MCC shall cancel the corresponding Reservation for that Match Day by giving notice to the email address registered to the Member's account on the Platform. 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 paragraph 4.1 applies, MCC shall have no liability or obligation to Members other than refunding the Charges paid by the Member under paragraph 2.8 within thirty (30) days following the Match Day.

5. MEMBER CANCELLATION

If, for unavoidable reasons, a Member wishes to cancel a Reservation prior to the Match Day, the Member must notify MCC by email at: restaurants@mcc.org.uk. However, subject to paragraph 4.1, the Charges are non-refundable unless otherwise agreed by MCC.

6. REFUNDS

- 6.1 If the Match Day is abandoned for adverse weather, no refunds of the Charges will be issued.
- 6.2 With respect to the fourth day of the First Test Match and Second Test Match, if there is no play on the fourth day because the First Test Match and/or Second Test Match has been completed before the scheduled conclusion, MCC shall refund the Charges paid by the Member under paragraph 2.8 within thirty (30) days of the relevant Match Day.

7. GENERAL

- 7.1 MCC is not responsible for any technical glitches or malfunctions or any other problems out of its control that result in a Ballot entry not being properly received by MCC.
- 7.2 MCC cannot accept any responsibility for any damage, loss, injury or disappointment suffered by a Member as a result of entering the Ballot or as a result of not obtaining a Reservation.
- 7.3 MCC reserves the right to: (i) vary these Terms & Conditions, including without limitation the closing date of the Ballot or to comply with any Government guidance or restrictions; (ii) disqualify any Member and refer such Member to the Club's Disciplinary Panel if they breach these Terms & Conditions or has acted fraudulently in any way; and (iii) cancel, amend, withdraw, terminate or temporarily suspend either the Ballot in the event of any unforeseen circumstances or technical reason outside its control, with no liability to any Member.
- 7.4 Any personal data collected by MCC shall be processed by MCC in accordance MCC's Privacy Notice which may be viewed at lords.org/privacynotice.
- 7.5 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 parking, please contact the Club Facilities Department on 020 7616 8653. Parking is subject to availability.

Ref: tcpelhams2022 final