

# BALLOT FOR HARRIS GARDEN RESERVATIONS TERMS & CONDITIONS 2021



ENGLAND v NEW ZEALAND LV= INSURANCE TEST MATCH

MAY 2021

## 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 plus VAT;
- 1.3 **Harris Garden:** the Harris Garden restaurant;
- 1.4 **Lord's:** Lord's Ground, London NW8 8QN;
- 1.5 **Match Day:** any day between 2-6 June 2021 of the Test Match, which is scheduled to be played at Lord's for which a Member has been allocated a Ticket;
- 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 **Platform:** MCC's Ticket platform, SRO at: [tickets.lords.org](https://tickets.lords.org);
- 1.9 **Reservation:** a booking reservation at Harris Garden for the Service made in accordance with paragraph 2;
- 1.10 **Service:** the provision by MCC to Members with a Reservation of breakfast and lunch during the Test Match;
- 1.11 **Sitting Time:** the scheduled period of time for the Service;
- 1.12 **Terms & Conditions:** these terms & conditions;
- 1.13 **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 at [lords.org/groundregulations](https://lords.org/groundregulations);
- 1.14 **Test Match:** England v New Zealand Test Match scheduled to be played on the Match Day; and
- 1.15 **Ticket:** a ground admission ticket for a Match Day located within 'Zone A' at Lord's.

## 2. RESERVATIONS

- 2.1 Members with Tickets are eligible to enter the Ballot to secure a Reservation on a Match Day for themselves and/or other Members with Tickets in accordance with paragraph 2.5.
- 2.2 Ballot entries must be made online via a Member's account on the Platform.
- 2.3 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.
- 2.4 The Ballot opens on **4 May 2021** and closes at 16:00 on **7 May 2021**.
- 2.5 Reservations are strictly limited to table numbers of no more than six (6) Members and shall be in accordance with Government guidance or restrictions.
- 2.6 Ballot entries are limited to one (1) entry per Member with a Ticket for each Match Day. No bulk entries will be accepted and duplicate entries will be disqualified. However, Members can also include within their Ballot entry the names of other Members with Tickets provided that the Member entering the Ballot provides the Membership Number and Surname of any Member for whom they wish to make a Reservation. When making a Ballot entry, Members should ensure that they have this information to hand as MCC is unable to disclose personal data.
- 2.7 The successful Members will be drawn from the Ballot entries and will be notified on or around **21 May 2021** via email to the email address registered as part of the Member's account on the Platform. The outcome of the Ballot selection communicated by MCC is final.
- 2.8 Reservations may only be made for days one to four of the Test Match. For the avoidance of doubt, no Reservations can be made for the fifth day of a Test Match.
- 2.9 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.
- 2.10 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.

## 3. PAYMENT

- 3.1 Members successful in the Ballot must pay the Charges online by **25 May 2021** via the Platform. Subject to paragraph 5.1, the Charges are non-refundable unless otherwise agreed by MCC.
- 3.2 MCC accepts all major debit or credit cards for payment of the Charges.
- 3.3 If no payment is made, MCC reserves the right to cancel the Reservation.

## 4. HARRIS GARDEN REGULATIONS

- 4.1 By making a Reservation, the Member accepts and acknowledges that:
- (a) the Sitting Time shall be advised following confirmation of a Reservation. Members are asked to arrive at the designated Sitting Time and 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 time period notified by MCC to enjoy the Service;
  - (c) entry to Harris Garden 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 or any other public health emergency;
  - (d) MCC does not accept cash payments. Harris Garden is cashless and accepts all major contactless debit and credit cards, with chip and pin applying for purchases over £45.00 together with a mobile or wearable payment devices, including Apple Pay and Google Pay, which support high-value contactless payments; and
  - (e) the dress code for entry to Harris Garden is smart/casual. Smart jeans are acceptable; shorts should be tailored; flip flops and trainers are not permitted.
- 4.2 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 five (5) days prior to the Match Day.

## 5. EVENTS OUTSIDE MCC'S CONTROL

- 5.1 If a Ticket is cancelled in accordance with the Terms & Conditions for the Sale and Allocation of Tickets, 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.
- 5.2 If paragraph 5.1 applies, MCC shall refund the Charges if paid by the Member under paragraph 3.1 within thirty (30) days following the Match Day.

## 6. MEMBER CANCELLATION

If, for unavoidable reasons, a Member wishes to cancel a Reservation prior to a Match Day, the Member must notify MCC by email at: [restaurants@mcc.org.uk](mailto:restaurants@mcc.org.uk). However, subject to paragraph 5.1, the Charges are non-refundable unless otherwise agreed by MCC.

## 7. REFUNDS

- 7.1 If there is no play on a day of a Match Day because the Test Match has completed before its scheduled conclusion, a refund of the Charges will be issued. MCC will process refunds within thirty (30) days following conclusion of the Test Match.
- 7.2 If a Match Day is abandoned for adverse weather, no refunds of the Charges will be issued.

## 8. GENERAL

- 8.1 MCC reserves the right to: (i) vary these Terms & Conditions, including without limitation as regards to the Ballot closing date; (ii) disqualify any Member who breaches these Terms & Conditions or has acted fraudulently in any way and refer such Member to the Club's Disciplinary Panel; and/or (iii) cancel, amend, withdraw, terminate or temporarily suspend the Ballot in the event of any unforeseen circumstances or technical reason outside its control, with no liability to any Members.
- 8.2 Any Member entering the Ballot and who is found to have made false or deliberately misleading statements in relation to any aspect of their entry may expect to be referred to the Club's Disciplinary Panel.
- 8.3 Any personal data collected by MCC shall be processed by MCC in accordance with MCC's Privacy Notice which may be viewed at [lords.org/privacynotice](https://lords.org/privacynotice)
- 8.4 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 parking, please contact the Club Facilities Department on 020 7616 8653. Parking is subject to availability.**

*Ref: tcharrisgarden2021nz*