

## 2024 CUSTOMER TERMS & CONDITIONS FOR THE SALE OF HOSPITALITY EXPERIENCES

### VITALITY BLAST MATCHES AND CHARLOTTE EDWARDS CUP MATCHES

#### 1. DEFINITIONS

- 1.1 **Accessibility Requirements:** any accessibility requirements of a Customer and/or their Guest(s), including but not limited to (i) step-free access; (ii) easy access to facilities due to mobility impairments; (iii) the need for a person to accompany the Customer and/or their Guest(s) to support their accessibility requirements;
- 1.2 **Booking Confirmation:** the communication issued by MCC confirming a Customer's booking of a Hospitality Experience and the Charges and any other fees, together with ancillary information;
- 1.3 **Booking Request Form:** the form prescribed by MCC to be completed by the Customer when confirming the Customer's intention to purchase a Hospitality Experience when booking directly via MCC under Clause 2.3;
- 1.4 **Charges:** the charges a Customer has agreed to pay MCC for a Hospitality Experience as detailed on the Platform or payable by the Customer in accordance with the Invoice or as otherwise notified by MCC in writing;
- 1.5 **Charlotte Edwards Cup Match:** a match limited to 20 overs per innings between the Sunrisers and South East Stars, and also Sunrisers and The Blaze, which is scheduled to be played as part of the Charlotte Edwards Cup competition on a Match Day;
- 1.6 **Contract:** a legally binding contract made in accordance with either Clause 2.2.2 or Clause 2.3.3;
- 1.7 **Customer:** the person, company or other entity purchasing the Hospitality Experience;
- 1.8 **Customer's Email Address:** the email address registered to the Customer's account on the Platform or provided by the Customer on the Booking Request Form;
- 1.9 **Facility:** the Marylebone, the Nursery Pavilion, Harris Garden, The Willow or a hospitality suite at Lord's;
- 1.10 **General Admission Ticket** means the electronic ticket as defined in the Terms & Conditions for the Sale and Allocation of Tickets;
- 1.11 **Ground Regulations:** those ground regulations of MCC from time to time, and which can be viewed at: [lords.org/groundregulations](https://lords.org/groundregulations);
- 1.12 **Guest(s):** any person the Customer invites to attend a Match Day in the Facility;
- 1.13 **Hospitality Experience(s):** the Ticket and food and drinks package provided by MCC within a Facility detailed and sold on the Platform, or directly via MCC or through a Reseller;
- 1.14 **Invoice:** an invoice from MCC to the Customer for the Charges and any other fees when booking directly via MCC under Clause 2.3;
- 1.15 **Lord's:** Lord's Ground, London NW8 8QN;
- 1.16 **MCC:** Marylebone Cricket Club of Lord's Ground, London NW8 8QN;
- 1.17 **Match Day:** any day of the following Vitality Blast Matches (i) Glamorgan on Thursday 6 June 2024 (which also includes a Charlotte Edwards Cup Match); (ii) Somerset on Thursday 11 June 2024; (iii) Essex Eagles on Thursday 13 June 2024 (which also includes a Charlotte Edwards Cup Match); and (iv) Surrey on Thursday 20 June 2024, all of which have been scheduled to be played at Lord's and for which the Customer has purchased a Hospitality Experience;

- 1.18 **Platform:** MCC's Ticket platform, SRO at: [tickets.lords.org](https://tickets.lords.org);
- 1.19 **Reseller:** a reseller authorised by MCC to resell a Hospitality Experience to a Customer;
- 1.20 **Terms & Conditions:** these terms & conditions;
- 1.21 **Terms & Conditions for the Sale and Allocation of Tickets:** the terms & conditions for the sale and allocation of the General Admission Tickets and Wheelchair Tickets, which can be viewed at <https://www.lords.org/information/terms-and-conditions>; and
- 1.22 **Ticket:** a combined General Admission Ticket and Facility pass which shall be issued in electronic form only;
- 1.23 **Vitality Blast Match:** a match limited to 20 overs per innings between Middlesex and a visiting team which is scheduled to be played as part of the Vitality Blast competition on a Match Day;

## **2. BOOKING AND PAYMENT TERMS**

### **2.1 General**

- 2.1.1 The Customer acknowledges that a Hospitality Experience is subject to availability and to these Terms & Conditions, the Terms & Conditions for the Sale and Allocation of Tickets, the Ground Regulations and MCC's health, safety and security rules and regulations which may be in place from time to time, including without limitation in relation to any public health emergency.
- 2.1.2 MCC shall use reasonable endeavours to ensure that a Hospitality Experience is in accordance with the details advertised by MCC, however, MCC reserves the right to vary a Hospitality Experience without further notice or liability to the Customer provided that such variation does not materially affect the quality of the Hospitality Experience.
- 2.1.3 Subject to Clause 2.1.4, Customers wishing to purchase a Hospitality Experience should do so via the Platform.
- 2.1.4 If a Customer wishes to purchase more than 12 Hospitality Experiences, they must do so directly via MCC in accordance with Clause 2.3 below.
- 2.1.5 MCC will not release a Ticket unless the Charges have been received in full and in cleared funds.
- 2.1.6 All Charges are exclusive of VAT (unless otherwise stated) which is payable in addition to the Charges by the Customer.
- 2.1.7 By making a booking under this Clause 2, Customers will be deemed to have accepted and agreed to be bound by these Terms & Conditions.
- 2.1.8 If a Customer wishes to cancel a booking, the charges detailed at Clause 10 may apply.

### **2.2 Booking via the Platform**

- 2.2.1 Customers must be 18 years old or above to purchase a Hospitality Experience via the Platform.
- 2.2.2 Unless otherwise agreed with MCC, Customers wishing to purchase a Hospitality Experience for themselves and their Guests must pay the Charges in full and cleared funds online via the Platform at the point of sale. Customers who have successfully booked a Hospitality Experience will receive a Booking Confirmation and at this point a legally binding contract will be in place between MCC and the Customer.

- 2.2.3 MCC accepts all major debit and credit cards for payment of the Charges.
- 2.2.4 Bookings made via the Platform are strictly limited to no more than 12 Hospitality Experiences per transaction using the Customer's Email Address.
- 2.2.5 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 purchase of a Hospitality Experience not being properly received by MCC.
- 2.2.6 MCC cannot accept any responsibility for any damage, loss, injury or disappointment suffered by a Customer as a result of using the Platform or as a result of not obtaining a booking for a Hospitality Experience.

### **2.3 Booking directly via MCC**

- 2.3.1 If a Customer wishes to purchase more than 12 Hospitality Experiences, or where MCC has otherwise agreed, MCC shall send the Customer the Booking Request Form via email and a copy of these Terms & Conditions. The Customer must complete and return the Booking Request Form via email to [hospitality@lords.org](mailto:hospitality@lords.org) within two working days of receipt of the Booking Request Form. The Customer shall ensure that the Booking Request Form is complete and accurate.
- 2.3.2 When the Customer submits a Booking Request Form, it shall be considered provisional until the Customer receives a Booking Confirmation. For the avoidance of doubt, the acceptance of the Booking Request Form is at the sole discretion of MCC and does not create a binding contract between MCC and the Customer. MCC reserves the right to reject a Booking Request Form at any time and MCC shall have no liability to the Customer in respect of such rejection.
- 2.3.3 A Booking Request Form and these Terms & Conditions will only become contractually binding as a confirmed booking when the Customer receives a Booking Confirmation.
- 2.3.4 Subject to Clause 2.3.5, within 14 days of MCC issuing the Booking Confirmation, the Customer must pay the Charges in full and in cleared funds, unless otherwise agreed by MCC.
- 2.3.5 If a booking for a Hospitality Experience is made within 12 weeks of the Match Day, the Customer must immediately pay the Charges in full and in cleared funds following MCC issuing the Booking Confirmation, unless otherwise agreed by MCC.

### **2.4 Booking directly via a Reseller**

- 2.4.1 Any bookings for Hospitality Experiences made by a Customer via a Reseller shall be in accordance with the Reseller's relevant terms and conditions of sale as advised by the Reseller to the Customer.
- 2.4.2 Payments made to a Reseller for the purchase of a Hospitality Experience shall be in accordance with the Reseller's relevant terms and conditions of sale as advised by the Reseller to the Customer.
- 2.4.3 For the avoidance of any doubt, a Customer who books a Hospitality Experience under this Clause 2.4 shall be bound by these Terms and Conditions unless stated otherwise.

### **3. CONDITIONS OF USE**

3.1 The Customer acknowledges, agrees and undertakes that:

- 3.1.1 the Hospitality Experience shall be available for use in accordance with these Terms & Conditions for the purposes of spectating at the cricket match scheduled to be played, and entertainment of Guests, on the Match Day between such times as shall be stipulated by the rules and regulations governing admission to Lord's issued by MCC from time to time;
- 3.1.2 the Customer shall be responsible for the conduct of their Guests and that the Customer and their Guests are subject to these Terms & Conditions, the Ground Regulations, the Terms & Conditions for the Sale and Allocation of Tickets and any other rules and regulations which may be in place from time to time and that the Customer and their Guests shall not do, omit or permit or suffer anything to be done which may be a nuisance or annoyance to MCC, its Members, staff, agents, suppliers, contractors, licensees or any other person at Lord's on the Match Day or do anything or procure anything to be done that will or is likely to bring MCC or the reputation of MCC into disrepute;
- 3.1.3 due to fire, health and safety regulations and any government guidelines or legislation as may be in force from time to time, including without limitation any NHS COVID Pass as may be required, there is a maximum capacity for the Facility, and that all occupants of the Facility are required to be in possession of a Ticket to gain entry to the Facility and comply with all health, safety and security checks on admission to Lord's that MCC may impose from time to time;
- 3.1.4 the Customer shall be responsible for all charges for additional services arranged by or on behalf of the Customer and/or their Guests and any other liabilities in connection with the use of the Facility which may have been incurred by the Customer and/or their Guests and shall also be responsible for any such charges or liabilities incurred but not paid for when due;
- 3.1.5 the Facility must be vacated at the time advised by MCC;
- 3.1.6 any person who makes abusive or threatening comments, whether racially or sexually motivated or otherwise, or who, in any way, acts in an abusive or threatening manner, or whose presence, as determined by MCC, in its reasonable opinion, is a source of danger, nuisance or annoyance to others, may be subject to ejection from Lord's and any other action as may be determined by MCC. Therefore, the Customer and/or their Guests shall not do or permit or suffer anything to be done which may be abusive, threatening, a source of danger, nuisance or annoyance to MCC, its Members, staff, agents, suppliers, contractors, licensees or any other person at Lord's on the Match Day;
- 3.1.7 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;
- 3.1.8 the Customer or their Guests shall not bring into the Facility any food or beverage which has not been supplied by MCC or its caterer; and
- 3.1.9 the Customer and their Guests are expected to comply with MCC's dress requirements which shall be communicated to the Customer by MCC prior to the Match Day. The Customer agrees to communicate the dress requirements for the Facility to their Guests. Admittance may be refused to anyone wearing dilapidated garments of any kind. MCC reserves the right to update the dress requirements for the Facility from time to time.

- 3.2 The Customer acknowledges that the Customer has entered into the above acknowledgements, agreements and undertakings for the Customer and will procure the performance of the same by each of their Guests.
- 3.3 The Customer acknowledges that the possession, management and control of the Facility shall remain with MCC and MCC shall be entitled to enter at all times for the purpose of exercising such management and control and which at no time may be excluded from the Facility and in exercising such rights, provided the Customer is in compliance with the Customer's obligations as set out in these Terms & Conditions, MCC shall cause as little disturbance and inconvenience as possible

#### **4. ACCESSIBILITY REQUIREMENTS AND DIETARY REQUIREMENTS**

- 4.1 If a Customer has any Accessibility Requirements, they should email Hospitality at [hospitality@mcc.org.uk](mailto:hospitality@mcc.org.uk) or telephone 0207 616 8598 and, subject to availability, MCC shall endeavour to satisfy any Accessibility Requirements by making any reasonable and practicable adjustments within MCC's control.
- 4.2 Any Customer who has made a request under Clause 4.1 may be required by MCC to provide supporting documentation. Any Customer who fails to provide such supporting documentation on MCC's request may not have their Accessibility Requirements met without any liability to MCC.
- 4.3 In the event that MCC permits a person to accompany a Customer on a Match Day to support any Accessibility Requirements, MCC shall provide the Customer with an additional General Admission Ticket free of charge provided that the person using the General Admission Ticket shall:
- 4.3.1 be considered as a Guest;
  - 4.3.2 only attend the Match Day with the Customer; and
  - 4.3.3 not transfer the Ticket.

For the avoidance of doubt, all other elements of the Hospitality Experience are to be paid at the full prevailing rate.

- 4.4 If Clause 4.3 applies, MCC will use reasonable endeavours to allocate the person accompanying the Customer with a seat adjacent to the Customer, however if this is not possible, MCC will allocate the closest available seat to the Customer subject to the person accompanying the Customer being able to provide the levels of support required by the Customer.
- 4.5 If a Customer has any dietary requirements (including any food allergies) the Customer agrees to email Hospitality at [hospitality@mcc.org.uk](mailto:hospitality@mcc.org.uk) with full details of the dietary requirements, the name and contact number of the Customer's nominated representative, the names of their Guests and any other relevant information no later than 14 days prior to the Match Day or as otherwise agreed by MCC. Any Customer who fails to provide such information in accordance with this Clause 4.5 may not have their request met, without any liability to MCC. 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. TICKETS**

- 5.1 Subject to payment of the Charges, MCC or the Reseller shall send to the Customer prior to the Match Day the Tickets in a downloadable format that can be received through a mobile app or via email. The Customer and their Guests are required to show a copy on a mobile device or to download and print a copy of the Ticket(s) on white paper at home to be presented and scanned to gain entry to Lord's.
- 5.2 The Customer shall be responsible for transferring the Tickets to a Guest provided that:

- 5.2.1 the Ticket is for the Guest's personal use and free of any consideration; and
- 5.2.2 the Customer draws their Guest's attention to these Terms & Conditions, including the Ground Regulations and Terms & Conditions for the Sale and Allocation of Tickets, so that by accepting the transfer of a Ticket, the Guest also agrees to be subject to them.
- 5.3 No person will be admitted to Lord's and the Facility without a Ticket. No liability is accepted by MCC in the event that the Customer and/or their Guests are 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 these Terms & Conditions. No duplicate Tickets will be provided unless otherwise agreed by MCC.
- 5.4 The use of the Ticket shall be subject to the Terms & Conditions for the Sale and Allocation of Tickets save that in the event of any discrepancy between these Terms & Conditions and the Terms & Conditions for the Sale and Allocation of Tickets, these Terms & Conditions shall prevail.
- 5.5 Unless authorised under these Terms & Conditions, a Hospitality Experience 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 Terms & Conditions.
- 5.6 A Hospitality Experience is personal to the Customer who purchased the Hospitality Experience and may only be used by the individuals identified and named as a Guest for such a Hospitality Experience.
- 5.7 Neither the Customer and/or their Guest(s) shall purvey, advertise, auction, or otherwise offer for sale, or use as a competition prize, the Ticket(s) without the prior written permission of MCC's Chief Executive & Secretary.
- 5.8 A Hospitality Experience 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 shall be null and void and MCC shall be entitled to refuse entry to the Customer and their Guest(s) without any further liability to the Customer and their Guest(s).
- 5.9 Any Hospitality Experience(s) acquired in breach of any of the provisions within this Clause 5 shall be null and void. MCC shall be entitled to confiscate or invalidate any Tickets which are offered for sale or acquired in contravention of these Terms & Conditions without any further liability to the Customer and their Guests.

## **6. BREACH AND CONSEQUENCES**

- 6.1 The Customer and their Guest(s) agree, without prejudice to any other rights which MCC may have, that if the Customer and/or their Guest(s) breaches these Terms & Conditions they will:
- 6.1.1 be refused entry to and/or ejected from Lord's without refund or compensation;
- 6.1.2 have the Ticket confiscated and/or cancelled without refund or compensation;
- 6.1.3 have any such other action taken against them as may be determined by MCC; and/or
- 6.1.4 have legal action taken against them in connection with such matters.

## **7. PLAY**

The Customer acknowledges and agrees that play is not guaranteed on a Match Day.

**8. REFUNDS**

- 8.1 Unless expressly stated within these Terms & Conditions, under no circumstances will any refund be made in respect of the Charges.
- 8.2 If there is a refund scheme in respect of the General Admission Ticket element of the Charges, then any refund will be made in accordance with the Terms & Conditions for the Sale and Allocation of Tickets.
- 8.3 In relation to a Contract made between a Reseller and the Customer, the Reseller is solely responsible for processing any refund due to the Customer on behalf of MCC. In the event the Reseller suffers an insolvency event prior to the Match Day and subject to MCC honouring the Customer's Contract made with the Reseller, any refund due under these Terms & Conditions shall be calculated in accordance with Clause 8.2.

**9. ADVERSE WEATHER DURING A MATCH DAY**

If a Match Day is abandoned for adverse weather, bar facilities will close at the time advised by MCC. If a Match Day is interrupted due to adverse weather, the provisions of Clause 8.2 may apply.

**10. CANCELLATION BY THE CUSTOMER**

- 10.1 In relation to a Contract made between MCC and the Customer, if, for unavoidable reasons, the Customer wishes to cancel the Contract prior to the Match Day, the Customer must notify MCC by email at: [hospitality@lords.org](mailto:hospitality@lords.org). Subject to Clause 10.2, the following refunds may apply:

<b>Cancellation Notice</b>	<b>Refund</b>
More than 12 weeks prior to the Match Day	50% of the Charges*
Less than 12 weeks prior to the Match Day	No refund

\*Any refund of the Charges under this Clause 10 shall take into account any refund scheme in respect of the General Admission Ticket element of the Charges under the Terms & Conditions for the Sale and Allocation of Tickets.

- 10.2 MCC shall use its reasonable endeavours to obtain a suitable replacement customer. 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 Charges and ninety per cent (90%) of the Charges shall be refunded to the Customer within 30 days of the date MCC resells the Hospitality Experience to a replacement customer. In the event that the cancelled Hospitality Experience is not re-sold, MCC shall be entitled to retain the amount detailed in Clause 10.1 and if any refund is due, MCC shall refund within 30 days of the Match Day.
- 10.3 In relation to a Contract made between the Reseller and the Customer, the Reseller's cancellation terms shall apply in accordance with the Reseller's terms and conditions of sale.

**11. EVENTS OUTSIDE MCC'S CONTROL**

- 11.1 MCC will not be liable for any failure (whether complete or partial) or delay in relation to the performance of its obligations under these Terms & Conditions where the failure or delay arises from an event beyond its control.



11.2 If Clause 11.1 applies, MCC will use its reasonable endeavours to provide alternative arrangements or provide alternative hospitality facilities at Lord's, subject always to availability.

## **12. LIABILITY**

12.1 The Customer and their Guest(s) on a joint and several basis hereby agree that they shall indemnify, and keep indemnified, MCC against any losses (of whatever nature and however caused or incurred), damages, liabilities, costs and expenses incurred by MCC as a result of or in connection with (i) the Customer's and/or their Guest(s) breach of these Terms & Conditions; and (ii) any damage caused by the Customer and/or Guest(s) at Lord's, including the Facility or any property, equipment or facilities except as a result of fair wear and tear.

12.2 MCC does not make or give, and no staff or official of MCC has any authority to make or give, any representation, condition or warranty regarding the amount of play occurring on the Match Day and in relation to the Facility, and any such representation, condition or warranty is hereby excluded.

12.3 Subject to Clause 12.5, MCC shall not be liable for:

12.3.1 any injury, loss or damage whatsoever to the Customer or their Guests on a Match Day nor for any refund, loss or damage to or theft of property howsoever such injury, loss or damage may be caused;

12.3.2 any failure, delay, refund, loss, damage or expense caused by circumstances outside MCC's control;

12.3.3 whether foreseeable or not, and whether as a result of strike action or otherwise, any indirect or consequential loss or damages or the costs of any personal travel or accommodation or any other arrangements howsoever made in relation to any Match Day under any circumstances; and

12.3.4 refund, loss, damage, injury or disappointment suffered for failure to download or bring a Ticket on the Match Day;

12.4 Subject to Clause 12.5, MCC is not responsible for any:

12.4.1 interruptions, delay and/or restrictions of any play on a Match Day caused by the view from the Customer's and/or Guest's seat and/or the actions of other spectators;

12.4.2 technical glitches or malfunctions or any other problems out of its control that result in a purchase of a Hospitality Experience not being properly received by MCC; and

12.4.3 damage, loss, injury or disappointment suffered as a result of not obtaining a Hospitality Experience.

12.5 MCC does not hereby seek to exclude liability for death or personal injury caused by its negligence, fraud, or fraudulent misrepresentation, or for any other liability unable to be excluded under any applicable law;

12.6 Subject always to Clause 12.5, in relation to a Contract made between MCC and the Customer only, MCC's total liability under, or in connection with, this Contract, whether in contract, tort (including negligence) or otherwise, shall be to use reasonable endeavours to make alternative arrangements or providing alternative hospitality facilities at Lord's or refunding the Customer the Charges; and

12.7 Subject always to Clause 12.5, in relation to a Contract made between the Reseller and the Customer only, MCC shall not be liable any damage, loss, delay or expense incurred by the Customer that is caused directly by the Reseller.



**13. ANTI DISCRIMINATION**

- 13.1 MCC is committed to promoting diversity and equal opportunities and expects all visitors including the Customer and Guests to share MCC's commitment.
- 13.2 The Customer and their Guests visiting Lord's shall 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, sex or sexual orientation.
- 13.3 If the Customer and/or their Guests engage in any conduct or behaviours as detailed in Clause 13.2, as determined by MCC in its reasonable opinion, Clause 6 shall apply.

**14. TERMINATION BY MCC DUE TO INSOLVENCY OR NON-PAYMENT**

- 14.1 The Contract may be terminated by MCC forthwith by notice in writing to the Customer, if the Customer shall go into liquidation or have a receiver, administrative receiver, manager or administrator appointed or shall enter into any composition or arrangement with creditors (other than pursuant to a solvent reorganisation) or, if a person, shall become otherwise insolvent or go bankrupt, and any payments due shall become immediately payable to MCC.
- 14.2 If the Customer fails to make payment in accordance with Clause 2.3, the Contract may be terminated by MCC with immediate effect by giving notice to the Customer and MCC shall be entitled to resell the Hospitality Experience to a replacement customer without further notice or liability to the Customer.
- 14.3 In the event MCC terminates the Contract pursuant to Clause 14.1, MCC shall be entitled to retain the Charges.

**15. EFFECT OF TERMINATION OR EXPIRY**

- 15.1 Upon termination of the Contract pursuant to Clause 14.1 or upon the end of the Match Day, any amounts payable by the Customer to MCC shall become immediately due and payable.
- 15.2 Any termination or expiry of the Contract shall be without prejudice to any other rights or remedies to which MCC may be entitled under these Terms & Conditions as a result of or in relation to any breach or other event which gives rise to such termination and shall not affect any other accrued rights or liabilities of MCC as at the date of termination or expiry.

**16. CAR PARKING**

This Contract shall not include the provision of car parking facilities by MCC.

**17. NOTICES**

- 17.1 Save for a notice served under Clause 17.2, any notice required to be given hereunder shall be in writing and shall be served by email to MCC to: [hospitality@lords.org](mailto:hospitality@lords.org) and the Customer's Email Address or such other address as the Customer has specified to MCC on at least 10 days' notice.
- 17.2 A notice given under these Terms & Conditions in relation to cancellation, termination or arising out of default shall only be validly served if sent by email and a copy of such notice is also sent by pre-paid first class recorded delivery post (with proof of postage). For the avoidance of doubt, a notice given under these Terms & Conditions in relation to cancellation, termination or arising out of default shall not be validly served if only sent by email. The address for service for MCC shall be: FAO Hospitality Department, Lord's Ground, London NW8 8QN and the address for service for the Customer shall be the postal address registered by the Customer as part of their online account with MCC or such other address as the Customer has specified to MCC on at least 10 days' notice.

- 17.3 Any notice or communication given or made under these Terms & Conditions shall be deemed to have been received at the time of transmission (unless the sender receives an "out of office" notification and/or a notification that such email has not been successfully delivered), or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours mean Monday to Thursday 9.30am to 5.30pm and Friday 9.30am to 4.30pm on a day that is not a public holiday in the place of receipt.
- 17.4 In relation to a Contract made between the Reseller and the Customer, the Customer shall notify the Reseller in accordance with the Reseller's terms and conditions of sale.

## **18. GENERAL**

- 18.1 Except as permitted by Clause 5.2, Hospitality Experiences are issued on the condition that they are for personal use only and shall not be resold, transferred, offered for sale or transfer, assigned or used for any commercial purpose.
- 18.2 The Booking Confirmation, these Terms & Conditions, Terms & Conditions for the Sale and Allocation of Tickets and the Ground Regulations constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Booking Confirmation and/or these Terms & Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Booking Confirmation and/or these Terms & Conditions.
- 18.3 MCC reserves the right to make amendments to these Terms & Conditions from time to time.
- 18.4 If any provision within these Terms & Conditions are found by any competent authority or a court of law to be invalid or unenforceable for any reason, the invalidity or unenforceability of that provision will not affect the validity or enforceability of the remainder of these Terms & Conditions and the Contract shall continue in full force and effect.
- 18.5 No failure or delay by a party to exercise any right or remedy provided under the Terms & Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.6 MCC will hold personal information relating to the Customer and their Guests for the purposes of administering the Contract. MCC will keep a copy of such personal information for no longer than is necessary to administer the Contract. 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 at [lords.org/privacynotice](https://lords.org/privacynotice) for more information.
- 18.7 No third party shall have the right to enforce any of these Terms & Conditions under the Contracts (Rights of Third Parties) Act 1999. However, is agreed and acknowledged that on account of Clause 3.2 and Clause 5.2.2, MCC shall have the benefit of and be entitled to enforce all the provisions of these Terms & Conditions against Guests notwithstanding that they may not be a party hereto.
- 18.8 The Contract and these Terms & Conditions shall be governed by English law and subject to the exclusive jurisdiction of the English courts.

Ref: [tchospitalitypackagesblast2024](#) clean