

JANUARY 2022 & 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:

- 1.1 **Booking:** a booking for a Private or Group Tour made in accordance with Clause 2;
- 1.2 **ECB:** the England and Wales Cricket Board Limited, the national governing body of cricket in England and Wales, and any successor organisation;
- 1.3 **England Team:** the senior England men's international cricket team (as selected and notified by the ECB from time to time);
- 1.4 **Exclusion Days:** those days for which Private or Group 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;
- 1.5 **General Ground Regulations:** those general ground regulations of MCC from time to time, which can be viewed at: <https://www.lords.org/information/general-ground-regulations>;
- 1.6 **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;
- 1.7 **ICC:** the International Cricket Council, the world-wide governing body of cricket;
- 1.8 **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;
- 1.9 **Lord's:** Lord's Ground, London NW8 8QN;
- 1.10 **MCC:** Marylebone Cricket Club, incorporated by Royal Charter under number RC000862 of Lord's Ground, London NW8 8QN;
- 1.11 **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;
- 1.12 **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;

1. DEFINITIONS CONTINUED

- 1.13 **Platform:** MCC's platform at: *tours.lords.org*;
- 1.14 **Private or Group Tour:** a Booking to attend a guided tour of Lord's on an exclusive basis or with a group on the Tour Date;
- 1.15 **Start Time:** the starting time for the Private or Group Tour as stipulated by MCC;
- 1.16 **Terms & Conditions:** these terms & conditions;
- 1.17 **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;
- 1.18 **Tour Date:** the date for the Private or Group Tour;
- 1.19 **Touring Team:** an overseas international cricket team; and
- 1.20 **Twenty20 Cup Matches:** a domestic cup match limited to twenty (20) overs per innings.

2. BOOKING AND ENTRY

- 2.1 Bookings for Private or Group Tours are subject to availability.
- 2.2 All bookings for Private or Group Tours must be made in advance by emailing *tours@mcc.org.uk* or telephoning 020 7616 8595.
- 2.3 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.
- 2.4 Payment for Bookings may be made via a debit or credit card, or at MCC's sole discretion, be invoiced.
- 2.5 When invoiced, MCC shall invoice in pounds sterling and full payment shall be required within 14 days of the date of MCC's invoice. Unless otherwise stated, all sums are inclusive of VAT.
- 2.6 In the event that full payment is not received within 30 days of the date of MCC's invoice, the Private or Group Tour will be cancelled by MCC.
- 2.7 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.
- 2.8 Private or Group Tours are available to be booked throughout the year, with the exception of Exclusion Days.
- 2.9 By booking a Private or Group Tour which also involves an event or an experience you also agree to be bound by Events and Experiences Terms & Conditions, a copy of which will be sent to you by MCC's Events and Experiences Team.

2. BOOKING AND ENTRY CONTINUED

- 2.10 Private or Group Tours are limited to 28 people. For any bookings in excess of 28 people, the group will be split.
- 2.11 By making a Booking, you will be deemed to have accepted and agreed to be bound by these Terms & Conditions.
- 2.12 Tour times are subject to alteration and/or cancellation at very short notice.
- 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, Private or Group Tour itineraries and content may vary at MCC's sole discretion without further notice. MCC cannot guarantee all advertised elements of a Private or Group 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 a Private or Group Tour shall be at the Grace Gate at Lord's (or such other entry point as specified by MCC from time to time) and you must 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 a Private or Group Tour.
- 2.16 Subject always to these Terms and Conditions, Private or Group Tours last approximately 60 or 90 minutes, unless otherwise agreed by the Tours Office at the time of booking. Private or Group Tours which also involve an event or experience last approximately 45 minutes, unless otherwise agreed by the Events and Experiences Team at the time of booking.

3. REGULATIONS

- 3.1 By making a Booking, you accept and acknowledge that:
- (a) if you arrive more than 30 minutes after the Start Time, you may be denied entry to a Private or Group Tour. No refunds will be issued for missed Private or Group Tours;
 - (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;
 - (c) for entry to Lord's, you are subject to the General 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;

3. REGULATIONS CONTINUED

- (d) MCC reserves the right to refuse entry to a Private or Group 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) 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 a Private or Group Tour or any other third party, including but not limited to any Member of MCC, staff, or contractor;
- (f) 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;
- (g) you will be accompanied by a Tour Guide on a Private or Group Tour and that you must remain with the Tour Guide at all times and follow any and all instructions given by or on behalf of MCC whilst at Lord's;
- (h) you will treat the Tour Guide and any other person present at Lord's during a Private or Group Tour, including other persons attending the Private or Group Tour, with respect at all times;
- (i) 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;
- (j) you are only permitted to access areas of Lord's that form part of a Private or Group Tour. You shall not access any other area of Lord's that does not form part of a Private or Group Tour;
- (k) the use of flash photography is not permitted in the Museum;
- (l) filming, including any Facetime or other mobile telephone interaction with a third party, is strictly prohibited during a Private or Group Tour;
- (m) all mobile devices should be switched off during a Private or Group Tour, unless being used to take photographs in an area designated by a Tour Guide;

3. REGULATIONS CONTINUED

- (n) 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;
 - (o) you are solely responsible for any personal possessions brought to a Private or Group Tour and MCC shall not be liable for any loss or damage to such personal possessions;
 - (p) the MCC Museum is only open to visitors on a Private or Group Tour or spectators on days of cricket matches;
 - (q) children under the age of 16 years must be accompanied by an adult 18 years of age and older; and
 - (r) smoking is strictly prohibited during all Private or Group 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 guests 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 a Private or Group 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 at Lord's, after the conclusion of a Private or Group 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 prevents, inhibits or delays 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 a Private or Group 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 a Private or Group 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 a Private or Group Tour or the cancellation of a Private or Group Tour.

5. CANCELLATION

- 5.1 MCC reserves the right to cancel a Private or Group Tour at any time prior to the Tour Date. MCC's decision to cancel in such circumstance is final.
- 5.2 If Clause 5.1 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 a Private or Group 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 a Private or Group Tour or the cancellation of a Private or Group Tour.
- 5.3 If, for unavoidable reasons, you wish to cancel or scheduled 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 a Private or Group Tour. No refunds will be issued for Private or Group Tour bookings cancelled within 14 days of the commencement of a Tour. Rescheduling of Private or Group Tours within 14 days will be subject to availability and at MCC's sole discretion.
- 5.4 For the avoidance of doubt, no refunds will be issued in the event that MCC decides in its absolute discretion to vary the route or the content of a Private or Group Tour.
- 5.5 Private or Group 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 a Private or Group Tour.
- 6.5 In any event, MCC's total liability under, or in connection with a Private or Group Tour whether in contract, tort (including negligence) or otherwise, will not exceed the price paid by you for a Private or Group 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 MCC's Facilities Department on 020 7616 8653. Parking is subject to availability.