



## 2024 TERMS & CONDITIONS FOR THE SALE AND ALLOCATION OF RESERVED SEATING TICKETS AND ROVER TICKETS TO MEMBERS FOR MEMBERS' FRIENDS' ENCLOSURES

### INTERNATIONAL MATCHES

Members should read these Terms & Conditions in conjunction with the Club's email to them dated 30 August 2023 and available to review at <https://www.lords.org/members-area/member-announcements>

#### 1. **DEFINITIONS**

In these Terms & Conditions, the following words or expressions shall have the following meanings:

- 1.1 **Accessibility Requirements:** any accessibility requirements of a Member and/or their Guest(s), including but not limited to (i) easy access to particular seats and/or facilities due to mobility impairments; (ii) the need for a person to accompany the Member to support their accessibility requirements;
- 1.2 **Ballot:** the ballot as defined under the Ballot Terms & Conditions;
- 1.3 **Ballot Terms & Conditions:** the terms & conditions for the ballot of the Tickets which are available to view at <https://www.lords.org/information/terms-and-conditions>;
- 1.4 **ECB:** The England and Wales Cricket Board Limited;
- 1.5 **ECB Anti-Discrimination Code:** the ECB's Anti-Discrimination Code (available [here](#)), as updated from time to time;
- 1.6 **First Test Match:** the men's England v West Indies Test Match scheduled to be played on the Match Day;
- 1.7 **Ground Regulations:** those ground regulations of MCC from time to time, which are available to view at [lords.org/groundregulations](https://www.lords.org/groundregulations);
- 1.8 **Guest:** a guest of a Member to whom a Ticket may be transferred and uses in accordance with Clause 3.6.
- 1.9 **Lord's:** Lord's Ground, London NW8 8QN;
- 1.10 **Lord's App:** MCC's official mobile application;
- 1.11 **Match Day:** any day of the dates shown on the Platform for the (i) First Test Match; (ii) Second Test Match; (iii) One-Day International; and (iv) T20I Match all of which have been scheduled to be played at Lord's for which a Member has been successful in purchasing or been allocated a Ticket(s);
- 1.12 **MCC:** Marylebone Cricket Club, incorporated by Royal Charter under number RC000862 of Lord's Ground, London NW8 8QN;
- 1.13 **Member:** a Full Member of MCC from time to time (and a Senior or Associate Member of MCC from time to time for such days on which the MCC Committee has determined that they have membership privileges) who has purchased a Ticket(s) pursuant to these Terms & Conditions;
- 1.14 **One-Day International:** the men's England v Australia one-day international scheduled to be played on the Match Day;
- 1.15 **person:** shall be deemed to include any individual, company, corporation or other entity;



- 1.16 **Platform:** MCC's ticket platform at <http://tickets.lords.org>;
- 1.17 **Resale Platform:** MCC's ticket resale platform at <https://tickets.lords.org/resale.aspx> to enable Members the opportunity to resell Tickets;
- 1.18 **Reserved Seating Ticket:** an electronic ticket for admittance to Lord's and a numbered and reserved seat in a Members' Friends' Enclosure;
- 1.19 **Rover Ticket:** an electronic ticket for admittance to Lord's and any unreserved area in a Members' Friends' Enclosure purchased by a Member for a Guest;
- 1.20 **Second Test Match:** the men's England v Sri Lanka Test Match scheduled to be played on the Match Day;
- 1.21 **T20I Match:** the women's England v New Zealand T20I Match scheduled to be played on the Match Day;
- 1.22 **Terms & Conditions:** these terms and conditions; and
- 1.23 **Ticket(s):** Reserved Seating Ticket(s) and/or Rover Ticket(s).

## **2. GENERAL**

- 2.1 These Terms & Conditions constitute the terms and conditions that apply to the purchase, transfer, sale and/or use of any Ticket(s).
- 2.2 All Tickets are subject to the Ground Regulations, which are incorporated into these Terms & Conditions.
- 2.3 Tickets are issued on the condition that they are not offered for sale other than via the Resale Platform and not resold for more than their face value.
- 2.4 MCC shall be entitled to confiscate or invalidate any Ticket(s) which are offered for sale or acquired in contravention of these Terms & Conditions or where there is a breach of the Ground Regulations and without any refund or compensation.
- 2.5 Members agree to bring the Terms & Conditions, including the Ground Regulations, to the attention of their Guests and confirm that anyone to whom they sell, transfer or allocate Tickets has also read and agreed to comply with these Terms & Conditions.

## **3. ALLOCATION AND SALE OF TICKETS**

- 3.1 Tickets are allocated pursuant to the Ballot and subject to the Ballot Terms & Conditions.
- 3.2 In the event that Tickets are available following the Ballot, they shall be offered for sale to Members on a first come, first served basis, subject to availability and to the limit of the number of Tickets that can be purchased, as detailed on the Platform.
- 3.3 The price for a Ticket(s) shall be set out on the Platform. Unless expressly stated otherwise, the price is inclusive of VAT.
- 3.4 If Clause 3.2 applies, a Member can purchase a Ticket online only via the Platform. Payment must be made in full and cleared funds at the time of purchase. MCC accepts all major debit and credit cards.
- 3.5 If a Member has been successful in purchasing a Ticket(s) under Clause 3.4, the Member will be notified via email to the email address registered to the Member's account on the Platform.
- 3.6 Members who have been successful in purchasing a Ticket(s), shall be permitted to transfer the Ticket(s) to a Guest provided that:



- 3.6.1 the Member attends the Match Day with the Guest(s);
  - 3.6.2 the Ticket is for the Guest's personal use and free of any consideration or for a fee or benefit no greater in value than the face value of the Ticket; and
  - 3.6.3 the Member draws their Guest's attention to these Terms & Conditions, including the Ground Regulations, so that by accepting the transfer of a Ticket, the Guest also agrees to be subject to them.
- 3.7 If a Member has any Accessibility Requirements, they should email Club Services at [accessibility.tickets@mcc.org.uk](mailto:accessibility.tickets@mcc.org.uk) or telephone 020 7616 8653 and subject to availability, MCC shall endeavour to satisfy any Accessibility Requirements.
- 3.8 Any Member who has made a request under Clause 3.7 may be required by MCC to provide supporting documentation. Any Member who fails to provide such supporting documentation on MCC's request may not have their Accessibility Requirements met without any liability to MCC.
- 3.9 In the event that MCC permits a person to accompany a Member on a Match Day to support any Accessibility Requirements, MCC shall provide the Member with an additional Ticket free of charge provided that the person using the Ticket shall:
- 3.9.1 be considered as a Guest;
  - 3.9.2 only attend the Match Day with the Member; and
  - 3.9.3 not transfer the Ticket.

#### **4. DELIVERY OF TICKETS**

- 4.1 All Tickets shall be issued electronically to Members prior to the Match Day by MCC in a downloadable PDF form via the Members account on the Platform or as a digital ticket through the Lord's App. Members and/or their Guest are required to either print the ticket at home or ensure that they have a device with the Lord's App. Tickets must be presented and scanned to gain entry to Lord's.
- 4.2 By accepting these Terms & Conditions, Members and/or their Guest confirm that they have the ability to print the ticket at home or have a suitable mobile device to use the Lord's App to display and use the Ticket(s).
- 4.3 Each Member should download the Lord's App and provide all information reasonably required by MCC from time to time and Clause **Error! Reference source not found.** shall apply accordingly.
- 4.4 If a Member has not received the Ticket and/or has issues with the retrieval of the Tickets through the Platform or Lord's App, the Member should inform MCC by contacting Club Services at [ClubServices@mcc.org.uk](mailto:ClubServices@mcc.org.uk) or telephone 020 7432 1000 and in any event no later than twenty-four (24) hours prior to the relevant Match Day.

#### **5. CONDITIONS OF USE**

- 5.1 Except as permitted by Clause 3.6, Tickets 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.
- 5.2 Ticket(s) shall not (unless previously authorised in writing by MCC's Chief Executive & Secretary) be used for:
- 5.2.1 a prize or competition;
  - 5.2.2 promotion, advertising, fundraising, auction, raffle or anything similar; or



5.2.3 a commercial hospitality package, by any person trading for that purpose.

5.3 For the avoidance of doubt, the provisions of Clause 7 shall apply to anyone who has acquired a Ticket in breach of this Clause 5 (an **Unlawful Ticket**).

## **6. ENTRY AND USE OF TICKETS AT LORD'S**

6.1 To gain entry into Lord's a valid Ticket must be presented. Tickets must be produced together with any evidence of identity, age and/or any other information as requested by MCC, its staff, contractors or representatives.

6.2 By using a Ticket, Members and Guests agree to have accepted and agreed to be bound by these Terms & Conditions, including the Ground Regulations.

6.3 Entry to Lord's will be permitted after the gate opening hours as specified on the Ticket, the Lord's App or as published on lords.org.uk.

6.4 In addition to the Ground Regulations, entry to Lord's will be subject to such health, safety and security rules and regulations which may be in place from time to time.

6.5 Members are responsible for Ticket(s) that have been issued and on entry Members and Guests shall ensure:

6.5.1 the Ticket(s) can be displayed correctly to be scanned by MCC on the Match Day;

6.5.2 the Ticket(s) is printed at home using the downloadable PDF form issued under Clause 4.1 or displayed within the Lord's App. MCC cannot accept screenshots or photographs or printed versions of the Tickets from the Lord's App; and

6.5.3 a mobile device displaying the Ticket has enough battery power and is fully functional (if the screen of the mobile device is damaged MCC may be unable to scan the Ticket).

MCC will not be obliged to reissue any Ticket(s) or be liable for any loss, damage, injury or disappointment suffered in connection with a Guest's failure to comply with this Clause 6.5 and which may result in the Guest being refused entry to Lord's.

6.6 Members and Guests must retain the Ticket (e.g. print at home paper version or the mobile phone which displays the Ticket, if applicable) at all times.

6.7 A Reserved Seating Ticket permits a Member and/or Guest to occupy the seat indicated on the Reserved Seating Ticket during the Match Day and unless Clause 6.9 applies, a Member and/or Guest agrees to (i) remain in that allocated seat wherever possible and shall in no event sit in any seat even if other seats appear empty; or (ii) not persistently stand in a seated area and/or in an accessibility area.

6.8 Any seat allocated for a Reserved Seating Ticket that is or appears to be unused or unsecured by a Member and/or Guest may be re-allocated at MCC's discretion. However, should the Member and/or Guest with the original Reserved Seating Ticket come to utilise the seat, any occupier of the seat acknowledges and agrees to return the seat to the Member and/or Guest with the Reserved Seating Ticket.

6.9 For a Reserved Seating Ticket, MCC may from time to time allocate such alternative seat to a Ticket Holder at its discretion.

6.10 The barcode on each Ticket will only admit one entry per Ticket. The first Ticket scanned at the entry gate to Lord's, will allow entry, however, subsequent scans will not allow entry into Lord's.

6.11 A Guest is permitted to exit and re-enter Lord's on a Match Day provided that on exit the Guest must indicate the intention to gate staff to re-enter Lord's on the Match Day and thereafter the Ticket shall be scanned on exit and rescanned on entry to Lord's to allow re-



entry. The same Ticket must be used during this process.

- 6.12 Each Member and Guest acknowledges that their entry, presence and/or movement at Lord's is at their own risk this includes without limitation an acknowledgment to the risk of being struck by a cricket ball on the Match Day. MCC will not be responsible for paying any compensation for any injury, illness, loss or damage suffered by a Member and/or Guest unless Clause 9.4 applies.

## **7. BREACH AND CONSEQUENCES**

- 7.1 All Members and Guests agree, without prejudice to any other rights which MCC may have, that if a Member and/or Guest breaches these Terms & Conditions they will:
- 7.1.1 be refused entry to and/or ejected from Lord's without refund or compensation;
  - 7.1.2 have the Ticket confiscated and/or cancelled without refund or compensation;
  - 7.1.3 have any such other action taken against them as may be determined by MCC; and/or
  - 7.1.4 have legal action taken against them in connection with such matters.
- 7.2 Any person who has acquired an Unlawful Ticket may be prohibited and disqualified from purchasing tickets for and/or entering Lord's for future events for a period of time as determined by MCC;
- 7.3 In addition to Clause 7.1, if a Member acquires an Unlawful Ticket or is in breach of these Terms & Conditions, such a Member may be referred to MCC's disciplinary panel.
- 7.4 If MCC reasonably suspects a Member and/or Guest has committed a ticket touting offence, it will notify the ECB, who may in turn notify the First-Class Counties and/or the relevant law enforcement authorities. By purchasing or being allocated any Ticket(s), the Member and/or Guest accepts that MCC may disclose the Member and/or Guest's details for these purposes.

## **8. REFUNDS**

- 8.1 No refunds will be given, other than those covered under the appropriate refund schemes set out in this Clause 8.

### **First Test Match and Second Test Match**

- 8.2 A refund scheme applies to the four days of the First Test Match and Second Test Match, if play does not take place or is restricted on the Match Day for which the Ticket is valid, an automatic refund the price of the Ticket will be made following the Match Day to the credit or debit card used by the Member to make the purchase of the Ticket(s), subject to there being:
- (i) zero to 15 overs played on the Match Day – a full refund; or
  - (ii) 15.1 overs to 30 overs played on the Match Day – a 50% refund.

In no other circumstances can the price of the Ticket be refunded.

### **One-Day International**

- 8.3 A refund scheme applies to the One Day International, if play does not take place or is restricted on the Match Day for which a Ticket is valid, an automatic refund the price of the Ticket will be made following the Match Day to the credit or debit card used by the Member to make the purchase of the Ticket(s) subject to there being:



- (i) zero to 15 overs played on the Match Day, with no result being obtained – a full refund; or
- (ii) 15.1 overs to 30 overs played on the Match Day, with no result being obtained, on the Match Day – 50% refund.

In no other circumstances can the price of the Ticket be refunded.

#### **T20I Match**

8.4 A refund scheme applies to the T20I Match, if play does not take place or is restricted on the Match Day for which a Ticket is valid, an automatic refund the price of the Ticket will be made following the Match Day to the credit or debit card used by the Member to make the purchase of the Ticket(s) subject to there being:

- (i) zero to 10 overs played on the Match Day, with no result being obtained – a full refund; or
- (iii) 10.1 overs to 20 overs played on the Match Day, with no result being obtained, on the Match Day – 50% refund.

In no other circumstances can the price of the Ticket be refunded.

8.5 For further details, please visit [www.ecb.co.uk/refundscheme](http://www.ecb.co.uk/refundscheme).

### **9. LIABILITY**

9.1 Subject to Clause 9.4, MCC shall not be liable for:

- 9.1.1 any injury, loss or damage whatsoever on a Match Day nor for any refund, loss or damage to or theft of their property howsoever such injury, loss or damage may be caused, and a Member and/or Guest shall indemnify MCC in respect of any liability for any such injury, loss or damage;
- 9.1.2 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;
- 9.1.3 refund, loss, damage, injury or disappointment suffered for failure to download or bring a Ticket on the Match Day; or
- 9.1.4 any failure, delay, refund, loss, damage or expense caused by circumstances outside MCC's reasonable control.

9.2 Subject to Clause 9.4, MCC is not responsible for any:

- 9.2.1 interruption, delay and/or restriction of the ground on a Match Day caused by the position of Member's and/or Guest's seat and/or the actions of other spectators;
- 9.2.2 technical glitches or malfunctions or any other problems out of its control that result in a purchase not being properly received by MCC; or
- 9.2.3 damage, loss, injury or disappointment suffered as a result of not obtaining a Ticket.

9.3 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 any such representation, condition or warranty is hereby excluded.

9.4 Nothing in these Terms & Conditions seeks to exclude or limit MCC's liability for death or personal injury caused by its negligence or any other type of liability which cannot be excluded or limited by applicable law.



9.5 MCC's total liability in all other circumstances shall otherwise, under, or in connection with these Terms & Conditions will not exceed the price of the Ticket(s) as at the date such liability arose.

## **10. RETURNS**

Unless otherwise agreed by MCC, a Member is unable to return or exchange a Ticket for any Match Day to MCC and is encouraged to use the Resale Platform if they can no longer attend the Match Day. For the avoidance of doubt, the Resale Platform is only available for Match Days that have sold out.

## **11. ANTI-DISCRIMINATION**

11.1 The ECB and MCC are committed to promoting diversity and equal opportunities and expects all visitors to Lord's to share this commitment and comply with the ECB Anti-Discrimination Code.

11.2 Members and Guests must 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 and belief, sex or sexual orientation.

11.3 If any Member or Guest engages in any conduct or behaviours as referred to in Clause 11.2, as determined by MCC in its reasonable opinion, Clause 7 shall apply.

## **12. AMENDMENT**

MCC reserves the right to make amendments to these Terms & Conditions from time to time. Up to date versions of these Terms & Conditions will be made available as soon as practicable on [MCC's website](#).

## **13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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 2.5 and Clause 3.6.3, 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.

## **14. PERSONAL DATA**

By applying for and/or using a Ticket, Members and Guests consent to MCC processing the Member's and/or Guest's personal data in accordance with MCC's Privacy Notice which may be viewed at [lords.org/privacynotice](https://lords.org/privacynotice)

## **15. GOVERNING LAW AND JURISDICTION**

These Terms & Conditions shall be governed by English law. Any dispute arising from or in connection with these Terms & Conditions shall be subject to the exclusive jurisdiction of the English courts.

Ref: termsconditionsmfetickets2024 final