

2021 CUSTOMER TERMS & CONDITIONS FOR THE SALE OF HOSPITALITY EXPERIENCES



HUNDRED MATCHES MAY 2021

N.B. THE CLUB RESERVES THE RIGHT TO AMEND THESE TERMS & CONDITIONS.

1. DEFINITIONS

- 1.1 **“Agency”**: an agency authorised by MCC to resell a Hospitality Experience to a Customer;
- 1.2 **“Booking Confirmation”**: the email issued by MCC or the Agency confirming a Customer’s booking of the Facility, the Match Day, the Price and any other fees, together with ancillary information;
- 1.3 **“Booking Request Form”**: the form to be completed by the Customer when confirming the Customer’s intention to purchase a Hospitality Experience in the form prescribed by MCC or the Agency;
- 1.4 **“Contract”** means a legally binding contract made in accordance with Clause 2.4;
- 1.5 **“Customer”**: the person, company or other entity purchasing the Hospitality Experience;
- 1.6 **“Customer’s Email Address”**: the email address provided by the Customer in the Booking Request Form;
- 1.7 **“ECB Ticket Terms and Conditions”**: the England & Wales Cricket Board Ticket Purchase Terms and Conditions for The Hundred 2021 available for viewing on ECB’s website: <https://www.thehundred.com/ticket-terms>.
- 1.8 **“Facility”**: the Marylebone, Harris Garden or a hospitality suite at Lord’s;
- 1.9 **“General Ground Regulations”**: those general ground regulations of MCC, which can be viewed at: lords.org/groundregulations;
- 1.10 **“Hospitality Experience(s)”**: the Ticket and food and drinks package provided by MCC within a Facility sold by MCC direct or through an Agency;
- 1.11 **“Hundred Matches”**: matches forming part of the new domestic cricket competition, The Hundred, both men’s and women’s matches, in a “100-ball” format which are scheduled to be played on a Match Day;
- 1.12 **“Invoice”**: an invoice from MCC or the Agency to the Customer, referred to in the Booking Confirmation, for the Price and any other fees;
- 1.13 **“Lord’s” or “Ground”**: Lord’s Ground, London NW8 8QN;
- 1.14 **“MCC”**: Marylebone Cricket Club of Lord’s Ground, London NW8 8QN;

1. DEFINITIONS CONTINUED

- 1.15 **“Match Day”**: means any day of Hundred Matches which are scheduled to be played at Lord’s for which the Customer has been allocated the Facility, which is either: (i) the Provisional Match Day; or (ii) if the actual match day differs from the Provisional Match Day, the day which has been notified to the Customer by MCC pursuant to Clause 6.2;
- 1.16 **“Price”**: the price of the Hospitality Experience, payable by the Customer in accordance with the Booking Confirmation and the Invoice;
- 1.17 **“Provisional Match Day”**: one of the following Match Days on which the Hundred Matches have been provisionally scheduled to be played at Lord’s between London Spirit and (i) Oval Invincibles on Sunday 25 July 2021; (ii) Trent Rockets on Thursday 29 July 2021; (iii) Southern Brave on Sunday 1 August 2021; (iv) Northern Superchargers on Tuesday 3 August 2021 (each the “Provisional Visiting Team”) and (v) The Hundred Finals on Saturday 21 August 2021, for which the Customer has been allocated the Facility in the Booking Confirmation;
- 1.18 **“Terms & Conditions”**: these terms & conditions;
- 1.19 **“Ticket”**: a combined Ground and Facility admission ticket which shall be issued in electronic form only; and
- 1.20 **“Visiting Team”** means any visiting team scheduled to play London Spirit in a Hundred Match on a Match Day for which the Customer has been allocated the Facility in the Booking Confirmation which is either (i) the Provisional Visiting Team; or (ii) if the visiting team differs from the Provisional Visiting Team scheduled to play on the Match Day, the new visiting team notified to the Customer by the Club pursuant to Clause 6.2.

2. BOOKING

- 2.1 The Customer acknowledges that the Hospitality Experience are subject to availability and to these Terms & Conditions, the ECB Ticket Terms and Conditions, the General 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 COVID-19 or any associated public health emergency, and is also conditional upon the Customer paying the Price and any other fees in accordance with the Invoice.
- 2.2 The General 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 COVID-19 or any associated public health emergency, and is also conditional upon the Customer paying the Price and any other fees in accordance with the Invoice.
- 2.3 MCC or the Agency 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 or to the email address stipulated by the Agency, 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. BOOKING CONTINUED

- 2.4 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 or the Agency 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.
- 2.5 A Booking Request Form and these Terms & Conditions, will only become contractually binding as a confirmed booking when the Customer receives a Booking Confirmation.
- 2.6 If the Customer proceeds to cancel a Booking, the charges detailed at Clause 11 may apply.
- 2.7 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).

3. PAYMENT TERMS

- 3.1 Within 14 days of MCC or the Agency issuing the Booking Confirmation, the Customer must pay the Price in full and in cleared funds, unless otherwise agreed by MCC or the Agency.
- 3.2 If the Contract is made within 12 weeks of the Match Day, the Customer must pay the Price in full and in cleared funds within 48 hours of MCC or the Agency issuing the Booking Confirmation, unless otherwise agreed by MCC or the Agency.
- 3.3 MCC will not release a Ticket unless payment has been received in full and in cleared funds.
- 3.4 All prices are exclusive of VAT (unless otherwise stated) which is payable in addition to the Price by the Customer.

4. UNDERTAKINGS

- 4.1 The Customer acknowledges, agrees and undertakes that:
- 4.1.1 the Customer shall be responsible for the conduct of the Customer's guests and that the Customer and the Customer's guests are subject to these Terms & Conditions, the General Ground Regulations, the ECB Ticket Terms and Conditions and any other rules and regulations which may be in place from time to time and that the Customer and the Customer's guests shall not do or permit or suffer anything to be done which may be a nuisance or annoyance to MCC, its Members, staff, agents, suppliers, contractors or licensees or any other person at Lord's on the Match Day;

4. UNDERTAKINGS CONTINUED

- 4.1.2 due to fire, health and safety regulations and any government guidelines or legislation as may be in force from time to time, 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;
- 4.1.3 the Customer shall be responsible for all charges for additional services arranged by or on behalf of the Customer and/or the Customer's guests and any other liabilities in connection with the use of the Facility which may have been incurred by the Customer and/or the Customer's guests and shall also be responsible for any such charges or liabilities incurred but not paid for when due;
- 4.1.4 the Facility must be vacated no later than 30 minutes after the close of play unless otherwise advised by MCC. If the day's play is abandoned for adverse weather, Clause 10 shall apply;
- 4.1.5 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 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 or licensees or any other person at Lord's on the Match Day;
- 4.1.6 the Customer shall provide MCC with a dietary requirements list, including details of any food allergies, the name and contact number of the Customer's nominated representative, the names of the Customer's guests, and any other relevant information at least two weeks prior to the Match Day or as otherwise agreed by 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;
- 4.1.7 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;
- 4.1.8 the Customer or the Customer's guests shall not bring into the Facility any food or beverages which have not been supplied by MCC or its caterer; and
- 4.1.9 the Customer and the Customer's guests are expected to maintain an acceptable standard of dress while they are in the Facility, and admittance may be refused to anyone wearing dilapidated garments of any kind. The dress requirement for the Facility is as follows:

4. UNDERTAKINGS CONTINUED

- (a) Gentlemen: casual trousers or tailored shorts are acceptable, provided that they are reasonably smart. Jackets are not required, but neat shirts with collars, or polo shirts should be worn.
- (b) Ladies: dresses; or skirts, trousers or shorts worn with blouses or smart tops which may be sleeveless. Bare feet, bare torsos or bare midriffs are not permitted under any circumstances.

MCC reserves the right to update the dress requirement for the Facility from time to time.

- 4.2 The Customer acknowledges that the Customer has entered into the above agreements and undertakings for the Customer and each of the Customer's guests, and will procure the performance of the same by each of the Customer's guests.
- 4.3 Any person who fails to comply with Clause 4.1.1, Clause 4.1.5, Clause 4.1.8 or Clause 4.1.9 may be refused admittance or ejected from Lord's.

5. CONDITIONS OF USE

- 5.1 The Customer hereby agrees that:
 - 5.1.1 the Hospitality Experience shall be available for use in accordance with these Terms & Conditions for the purposes of spectating at the Hundred matches 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;
 - 5.1.2 MCC shall not be liable for any injury whatsoever to the Customer or the Customer's guests, nor for any loss or damage to or theft of their respective property howsoever such injury, loss or damage may be caused, and that the Customer shall indemnify MCC in respect of any liability for any such loss or damage save that MCC does not hereby seek to exclude liability for death or personal injury caused by its negligence;
 - 5.1.3 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 in relation to the Facility, and any such representation, condition or warranty is hereby excluded;
 - 5.1.4 subject always to Clause 5.1.2, 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 Price; and
 - 5.1.5 subject always to Clause 5.1.2, in relation to a Contract made between the Agency 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 Agency.

6. MATCH DAY AND VISITING TEAM

- 6.1 The Customer acknowledges that a Provisional Match Day and/or the Provisional Visiting Team is subject to change at any time following issue of the Booking Confirmation.
- 6.2 If the Match Day and/or the Visiting Team is to differ from the Provisional Match Day and/or the Provisional Visiting Team, MCC or the Agency, under the direction of MCC, shall notify the Customer by email to the Customer's Email Address and via MCC's website as soon as reasonably practicable of the new date of the Match Day and/or the new Visiting Team ("Match Day Notice").
- 6.3 If the Customer can no longer attend the Match Day and/or on account of the new Visiting Team, the Customer shall have the right to cancel the Contract by email to MCC at: hospitality@lords.org or to the Agency to the email address stipulated by the Agency within 14 days following issue of the Match Day Notice.
- 6.4 In the event the Customer cancels the Contract in accordance with Clause 6.3, MCC shall have no liability or obligation to the Customer arising out of such cancellation save for providing a refund as set out below.

CANCELLATION NOTICE	REFUND
Within 14 days following MCC issuing the Match Day Notice	100% of the Price

In relation to a Contract made between the MCC and the Customer, MCC will refund the Customer within 30 days following receipt of the Customer's cancellation notice under Clause 6.3.

In relation to a Contract made between the Agency and the Customer, the Agency shall refund the Customer in accordance with the Agency's terms and conditions of sale.

- 6.5 If the Customer fails to notify MCC or the Agency within the time specified in Clause 6.3, the Customer shall be deemed to have accepted the new date of the Match Day and/or the new Visiting Team.
- 6.6 For the avoidance of doubt, in the event that the Contract is cancelled in accordance with Clause 6.3, MCC shall be entitled to reallocate the Hospitality Experience to a third party.

7. TICKETS

- 7.1 Subject to Clause 2.4, MCC or the Agency shall send to the Customer prior to the Match Day, Tickets for each guest in accordance with the details as notified by the Customer.
- 7.2 The Customer shall be responsible for distributing the Tickets to the Customer's guests. No person will be admitted to the Facility without a Ticket. No liability is accepted by MCC in the event that the Customer's 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 this Contract.
- 7.3 Hospitality Experience(s) 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.

7. TICKETS CONTINUED

- 7.4 Hospitality Experience(s) are personal to the Customer who purchased the Hospitality Experience(s) and may only be used by the individuals identified and named as guests for such a Hospitality Experience(s).
- 7.5 A holder of a Hospitality Experience shall not purvey, advertise, auction, or otherwise offer for sale, or use as a competition prize, the ticket or tickets allocated to that person without the prior written permission of MCC's Chief Executive & Secretary.
- 7.6 Hospitality Experience(s) 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(s) shall be null and void and MCC shall be entitled to refuse entry to the Customer and the Customer's guests without any further liability to the Customer and the Customer's guests.
- 7.7 A duplicate Ticket will only be issued to the original purchaser as a replacement for a Ticket that has been printed out, deleted irretrievably and then lost, stolen, mislaid or is defective or defaced. If the Ticket Office has to reprint a Ticket, an administrative charge of 10% of the face value will be made for each duplicate Ticket.
- 7.8 Any Hospitality Experience(s) acquired in breach of any of the provisions within this Clause 7 shall be null and void. MCC shall be entitled to confiscate or invalidate any Hospitality Experience(s) or Ground admission tickets or Facility passes which are offered for sale or acquired in contravention of these Rules and Regulations without any further liability to the Customer and the Customer's guests.

8. PLAY

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

9. REFUNDS

- 9.1 Unless expressly stated within these Terms & Conditions, under no circumstances will any refund be made in respect of the Price.
- 9.2 If a refund scheme in respect of the ground admission element of the Ticket applies, then this will be made in accordance with the any refund scheme set out by the ECB Ticket Terms and Conditions.
- 9.3 In relation to a Contract made between the Agency and the Customer, the Agency is solely responsible for processing any refund due to the Customer on behalf of MCC. In the event the Agency suffers an insolvency event prior to the Match Day and subject to MCC honouring the Customer's Contract made with the Agency, any refund due under the Customer Terms & Conditions shall be calculated in accordance with MCC's standard Customer refund scheme and shall be issued at MCC's sole and absolute discretion.

10. ADVERSE WEATHER DURING A MATCH DAY

If a Match Day is abandoned for adverse weather, the Facility may be used for the entertainment of guests. The Facility must be vacated no later than one hour after the announcement of such abandonment or as otherwise instructed by MCC. Bar facilities will close 30 minutes after the announcement of such abandonment (no later than 21:00), or as otherwise determined by MCC. If a Match Day is interrupted due to adverse weather, the provisions of Clause 9.2 may apply.

11. CANCELLATION BY THE CUSTOMER

11.1 In relation to a Contract made between MCC and the Customer and in the event Clause 6.3 does not apply, 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. Subject to Clause 11.2, the following refunds may apply:

CANCELLATION NOTICE	REFUND
More than 12 weeks prior to the Match Day	50% of the Price*
Less than 12 weeks prior to the Match Day	No refund

*Any refund of the Price under this Clause 11 shall take into account any refund scheme set out by the ECB in respect of the ground admission element of the Ticket element of the Licence Fee in accordance with the ECB Ticket Terms and Conditions.

11.2 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 Price and ninety per cent (90%) of the Price shall be refunded to the Customer within 30 days following 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 11.1 and if any refund is due, MCC shall refund within 30 days following the Match Day.

11.3 In relation to a Contract made between the Agency and the Customer, the Agency's cancellation terms shall apply in accordance with the Agency's terms and conditions of sale.

12. EVENTS OUTSIDE MCC'S CONTROL

12.1 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.

12.2 If Clause 12.1 applies, MCC will use its reasonable endeavours to provide alternative arrangements or provide alternative hospitality facilities at Lord's, subject always to availability.

12.3 The Customer acknowledge that, as at the date of the Booking Confirmation, there is a COVID-19 pandemic which may have an adverse effect on the ability of MCC to perform its obligations under these Terms & Conditions, in circumstances which are outside MCC's control. Reference to COVID-19 for these purposes includes reference to:

- (i) COVID-19, any associated public health emergency, and any other similar pandemic, epidemic, virus or other disease which affects the population of the UK generally preceding the Match Day; or

12. EVENTS OUTSIDE MCC'S CONTROL CONTINUED

- (ii) any legislation, regulation or government notice or guidance with which MCC is required or recommended by the government or any relevant regulatory body to comply in respect of COVID-19 or other virus or disease.

If, as a result of COVID-19 and in circumstances which are outside the control of MCC, the performance by MCC of any of its obligations under these Terms & Conditions are (or is likely to be) prevented, inhibited or delayed, then this Clause 12 will apply to the circumstances concerned, notwithstanding that the Customer was aware at the date of the Booking Confirmation that the adverse effect due to COVID-19 was a circumstance that might arise after the date of the Booking Confirmation and therefore the Contract entered into.

12.4 As a result, the Customer acknowledges the following may apply:

- (i) a local, regional, national or international outbreak of COVID-19, any associated public health emergency and any other similar pandemic, epidemic, virus or other disease or a fear of the foregoing (including as a result of government regulation and prevention measures), may result in the cancellation of a match scheduled to be played on a Match Day or MCC is unable to admit spectators ("COVID Event"); and
- (ii) a Match Day could be disrupted by the imposition of restrictions on the number of spectators attending the Match Day as a result of a government regulation or prevention measure ("COVID Restriction").

12.5 MCC or the Agency, under the direction of MCC, may cancel the Contract at any time due to a COVID Event by giving notice to the Customer's Email Address. MCC shall have no liability or obligation to the Customer arising out of such cancellation save for providing a refund as set out below:

CANCELLATION NOTICE DUE TO A COVID EVENT	REFUND
Cancellation at any time prior to the Match Day	100% of the Price*

*Any refund of the Price due under Clause 12.5 shall take into account any refund scheme set out by the ECB in respect of the ground admission element of the Ticket element of the Licence Fee in accordance with the ECB Ticket Terms and Conditions.

12.6 MCC or the Agency, under the direction of MCC, may at any time (i) cancel the Contract due to a COVID Restriction ("Cancellation") or (ii) cancel any number of Hospitality Experiences forming part of the Customer's Contract due to a COVID Restriction ("Reduction"). If there is a COVID Restriction, MCC or the Agency, under the direction of MCC, shall notify the Customer of such Cancellation or Reduction by giving notice to the Customer's Email Address as soon as reasonably practicable. MCC shall have no liability or obligation to the Customer arising out of such Cancellation or Reduction save for providing a refund as set out below:

CANCELLATION DUE TO A COVID RESTRICTION	REFUND
Cancellation at any time prior to the Match Day	100% of the Price*

REDUCTION DUE TO A COVID RESTRICTION	REFUND
Reduction of Hospitality Experiences forming part of a Contract.	a partial refund of the Price* which shall be calculated by MCC, acting reasonably, in its sole and absolute discretion.

12. EVENTS OUTSIDE MCC'S CONTROL CONTINUED

*Any refund of the Price due under Clause 12.6 shall take into account any refund scheme set out by the ECB in respect of the ground admission element of the Ticket element of the Licence Fee in accordance with the ECB Ticket Terms and Conditions.

- 12.7 In the event that a Reduction applies, the Customer shall inform MCC by email to: hospitality@lords.org or to the email address stipulated by the Agency within seven days of receiving MCC's or the Agency's notification under Clause 12.6, whether it accepts the Reduction.
- 12.8 If the Customer does not accept the Reduction, the Customer has the option to exercise Clause 11 and the cancellation charges detailed Clause 11 may apply accordingly, unless agreed otherwise by MCC (in its sole and absolute discretion) or the Agency.
- 12.9 If the Customer fails to notify MCC or the Agency within the time specified in Clause 12.7, the Customer shall be deemed to have accepted the Reduction.
- 12.10 In relation to a Contract made between MCC and the Customer, MCC will refund the Customer within 30 days following the Match Day if the Contract is cancelled due to a COVID Event or COVID Restriction or a Reduction applies due to a COVID Restriction.
- 12.11 In relation to a Contract made between the Agency and the Customer, the Agency shall refund the Customer in accordance with the Agency's terms and conditions of sale if the Contract is cancelled due to a COVID Event or COVID Restriction or a Reduction applies due to a COVID Restriction.

13. TERMINATION BY MCC DUE TO INSOLVENCY OR NON-PAYMENT

- 13.1 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.
- 13.2 If the Customer fails to make payment in accordance with Clause 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 to the Customer.
- 13.3 In the event MCC terminates the Contract pursuant to Clause 13.1, MCC shall be entitled to retain the Price.
- 13.4 MCC or the Agency, under the direction of MCC, may at any time, cancel a Contract where the Facility forming part of the Hospitality Experience is the Harris Garden. MCC's decision to cancel in such circumstance is final. MCC shall have no liability or obligation to the Customer arising out of such cancellation save for using reasonable endeavours to relocate the Customer to an alternative Facility (subject to availability) or if not practicable, refunding the Price to the Customer.
- 13.5 In the event MCC terminates the Contract pursuant to Clause 13.4, in relation to a Contract made between MCC and the Customer, MCC will refund the Customer within 30 days following MCC's cancellation and for a Contract made between the Agency and the Customer, the Agency shall refund the Customer in accordance with the Agency's terms and condition of sale following MCC's cancellation.

14. EFFECT OF TERMINATION OR EXPIRY

- 14.1 Upon termination of the Contract pursuant to Clause 13.1 or upon the end of the Match Day, any amounts payable by the Customer to MCC shall become immediately due and payable.
- 14.2 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.

15. CAR PARKING

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

16. NOTICES

- 16.1 Save for a notice served under Clause 16.2, any notice required to be given hereunder shall be in writing and shall be served by email to MCC to: 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.
- 16.2 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 shall also be 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.
- 16.3 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.
- 16.4 In relation to a Contract made between the Agency and the Customer, the Customer shall notify the Agency in accordance with the Agency's terms and conditions of sale.

17. GENERAL

- 17.1 The Contract is strictly non-transferable. The Customer may not, under any circumstances or on any occasion, advertise, sub-license, hire or offer for hire the Facility for the use of any other person, company or other entity, whether or not in return for payment, or permit any other person, company or other entity to do so.
- 17.2 The Booking Confirmation, these Terms & Conditions, the ECB Ticket Terms and Conditions and the General Ground Regulations constitute the entire agreement between the parties and supersedes and extinguishes 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. No variation of the Booking Confirmation, these Terms & Conditions and the General Ground Regulations shall be effective unless it is in writing and signed by MCC and the Customer.
- 17.3 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.
- 17.4 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.
- 17.5 MCC will hold personal information relating to the Customer and the Customer's 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 for more information.
- 17.6 These Terms & Conditions do not affect a person's statutory rights as a consumer.
- 17.7 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 the Customer and notwithstanding that they may not be a party to the Contract, any person allocated a Ticket by the Customer. Save as provided in this Clause 17.7, no third party shall have any right to enforce any of these Terms & Conditions under the Contracts (Rights of Third Parties) Act 1999.
- 17.8 The Contract and these Terms & Conditions shall be governed by English law and subject to the exclusive jurisdiction of the English courts.

Ref: tchospitalitypackages2021hundred final