



## 2022 CUSTOMER TERMS & CONDITIONS FOR THE SALE OF HOSPITALITY EXPERIENCES AT THE IVY

### ENGLAND V INDIA MEN'S ONE-DAY INTERNATIONAL

MAY 2022

#### 1. DEFINITIONS

- 1.1 **"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;
- 1.2 **"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 2.2;
- 1.3 **"Charges"**: the charges a Customer has agreed to pay MCC for a Hospitality Experience payable by the Customer in accordance with the Invoice or as otherwise notified by MCC in writing;
- 1.4 **"Contract"**: a legally binding contract made in accordance with Clause 2.2.2;
- 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 on the Booking Request Form;
- 1.7 **"Facility"**: The Ivy, St John's Wood, 120 St John's Wood High Street, London NW8 7SG;
- 1.8 **"Ground Regulations"**: those ground regulations of MCC from time to time, and which can be viewed at: [lords.org/groundregulations](https://lords.org/groundregulations);
- 1.9 **"Guest(s)"**: a guest of the Customer;
- 1.10 **"Hospitality Experience(s)"**: (i) a Ticket; (ii) a food and drinks package provided by the Host within the Facility; (iii) drinks package provided by MCC from the Old Clock Tower Bar at Lord's and (iv) a Picnic Hamper all detailed on the Booking Request Form and sold directly via MCC or through a Reseller;
- 1.11 **"Host"**: Troia (UK) Restaurants Ltd trading at the Facility;
- 1.12 **"Invoice"**: an invoice from MCC to the Customer for the Charges and any other fees when booking directly via MCC as set out in Clause 2.2;
- 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;
- 1.15 **"Match Day"**: the day of the One-Day International scheduled to be played at Lord's for which the Customer has purchased a Hospitality Experience, 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 5.2;
- 1.16 **"One-Day International"**: the men's England v India one-day international match scheduled to be played on the Match Day;
- 1.17 **"Picnic Hamper"**: a picnic hamper containing fresh food, beverages and tableware in a cool bag, as further detailed on the Booking Request Form;



- 1.18 **"Provisional Match Day"**: 14 July 2022 for the One-Day International which has been provisionally scheduled to be played at Lord's on the Match Day and for which the Customer has purchased a Hospitality Experience;
- 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 Tickets, which can be viewed at <https://www.lords.org/information/terms-and-conditions>; and
- 1.22 **"Ticket"**: a combined Ground and Facility admission ticket which shall be issued in electronic form only.

## **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 COVID-19, and any variants of it (**COVID**) or any other public health emergency, and is also conditional upon the Customer paying the Charges.
- 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 the 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 Customers must be 18 years old or above to purchase a Hospitality Experience.
- 2.1.4 If a Customer wishes to purchase a Hospitality Experience, they must do so directly via MCC or Reseller in accordance with Clause 2.2 or Clause 2.3 below.
- 2.1.5 Customers must select their choice of Picnic Hamper on the Booking Request Form.
- 2.1.6 MCC will not release a Ticket unless the Charges have been received in full and in cleared funds.
- 2.1.7 All Charges are exclusive of VAT (unless otherwise stated) which is payable in addition to the Charges by the Customer.
- 2.1.8 By making a booking under this Clause 2, Customers will be deemed to have accepted and agreed to be bound by these Terms & Conditions.
- 2.1.9 If a Customer wishes to cancel a booking, the charges detailed at Clause 10 may apply.

### **2.2 Booking directly via MCC**

- 2.2.1 If a Customer wishes to purchase a Hospitality Experiences, 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.
- 2.2.2 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.

- 2.2.3 A Booking Request Form and these Terms & Conditions will only become contractually binding as a confirmed booking when the Customer receives a Booking Confirmation.
- 2.2.4 Subject to Clause 2.2.5, 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.
- 2.2.5 If a booking for a Hospitality Experience is made within 12 weeks of the Match Day, the Customer must pay the Charges in full and in cleared funds within 48 hours of MCC issuing the Booking Confirmation, unless otherwise agreed by MCC.

### **2.3 Booking directly via a Reseller**

- 2.3.1 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.
- 2.3.2 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.
- 2.3.3 Notwithstanding Clauses 2.3.1 and 2.3.2 above, for the avoidance of any doubt, a Customer who books a Hospitality Experience via a Reseller shall continue to be bound by these Terms and Conditions, including but not limited to Clauses 3, 4, 6, 7, 12 and 17.

## **3. UNDERTAKINGS**

- 3.1 The Customer acknowledges, agrees and undertakes that:
  - 3.1.1 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 or permit or suffer anything to be done which may be a nuisance or annoyance to the Host, MCC, its Members, staff, agents, suppliers, contractors or licensees or any other person at the Facility and/or Lord's on the Match Day;
  - 3.1.2 due to fire, health and safety regulations and any government guidelines or legislation as may be in force from time to time at the Facility and/or Lord's, 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 Lord's and shall comply with all health, safety and security checks on admission to the Facility and/or Lord's that the Host and/or MCC may impose from time to time;
  - 3.1.3 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;
  - 3.1.4 the Facility must be vacated by 14:00 on the Match Day;
  - 3.1.5 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 the Host, MCC, its Members, staff, agents, suppliers, contractors or licensees or any other person at the Facility and/or Lord's on the Match Day;

3.1.6 in relation to the food and drinks package provided by the Host within the Facility, 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 their Guests, of any wheelchair or other access requirements 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 and access requirements to the Host. MCC does not guarantee that any of the food or drink products served at the Facility are free from nuts, wheat, lactose or any other allergens. Please note that the Facility does not have accessible toilets within the Facility, however, the Host has a dedicated team who are equipped to guide Customers and Guests on the accessibility procedures at the Facility;

3.1.7 in relation to the Picnic Hampers:

(a) Customers must collect Picnic Hampers on the Match Day from the ground floor of the Warner Stand at Lord's after 16:00. Customers must provide their Tickets and names to receive their Picnic Hamper;

(b) MCC recommends consumption on the Match Day. If Customers do not consume the contents of the Picnic Hamper on the Match Day but do so afterwards this will be at a Customer's own risk;

(c) due to the very large number of Picnic Hampers supplied, MCC is unable to cater for any specific dietary requirements;

(d) please note that items within a Picnic Hamper may contain allergens such as nuts, egg, milk and gluten. Details of ingredients of items are as supplied to MCC by its supplier and are shown on the packaging and/or available on request; and

(e) Customers should be aware that all Picnic Hampers have been prepared, packaged and stored in a kitchen where nuts may be present. MCC regrets that it cannot procure a nut-free environment for the preparation of the Picnic Hampers. Traces of nuts may also be found in items included in the Picnic Hamper.

3.1.8 any property left anywhere on at the Facility or Lord's remains at the entire risk of the owner of the property or person leaving the same, and MCC and the Host accepts no liability for the theft or other loss or damage of such property;

3.1.9 the Customer or their Guests shall not bring into the Facility any food or beverages which have not been supplied by the Host;

3.1.10 the Customer and their 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 requirements for the Facility are smart trousers or tailored shorts or skirts. Jackets are not required, but neat shirts with collars, polo shirts, blouses or sleeveless smart tops should be worn. 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; and

3.1.11 all Customers and Guests who enter the Facility and/or Lord's under the Hospitality Package acknowledge and agree that photographic images and/or video and/or sound recordings may be taken of them at the Facility and/or at Lord's and may be used for any means by MCC including by commercial distribution without payment and use of the Ticket to enter the Facility and Lord's constitutes consent to such use;

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 Any person who fails to comply with Clause 3.1.1, Clause 3.1.5, Clause 3.1.9 or Clause 3.1.10 may be refused admittance or ejected from the Facility and/or Lord's.
- 3.4 The Customer acknowledges that the possession, management and control of the Facility shall remain with the Host and the Host 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.

#### 4. CONDITIONS OF USE

4.1 The Customer hereby agrees that:

- 4.1.1 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 at Lord's, and entertainment of guests at the Facility, on the Match Day between such times as shall be stipulated by the rules and regulations governing admission to the Facility and/or Lord's issued by the Host and/or MCC from time to time;
- 4.1.2 MCC shall not be liable for any injury whatsoever to the Customer or their 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;
- 4.1.3 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, any such representation, condition or warranty is hereby excluded;
- 4.1.4 subject always to Clause 4.1.2, 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 Charges; and
- 4.1.5 subject always to Clause 4.1.2, in relation to a Contract made between the Reseller and the Customer only, MCC shall not be liable for any damage, loss, delay or expense incurred by the Customer that is caused directly by the Reseller.

#### 5. MATCH DAY

- 5.1 The Customer acknowledges that a Provisional Match Day is subject to change at any time following issue of the Booking Confirmation.
- 5.2 If the Match Day is to differ from the Provisional Match Day, MCC or the Reseller, 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 (**Match Day Notice**).
- 5.3 If the Customer can no longer attend the Match Day, the Customer shall have the right to cancel the Contract by email to MCC at: [hospitality@lords.org](mailto:hospitality@lords.org) or to the Reseller to the email address stipulated by the Reseller within 14 days following issue of the Match Day Notice.
- 5.4 In the event the Customer cancels the Contract in accordance with Clause 5.3, 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 of MCC issuing the Match Day Notice	100% of the Charges



In relation to a Contract made between the MCC and the Customer, MCC will refund the Customer within 30 days of receipt of the Customer's cancellation notice under Clause 5.3.

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

- 5.5 If the Customer fails to notify MCC or the Reseller within the time specified in Clause 5.3, the Customer shall be deemed to have accepted the new date of the Match Day.
- 5.6 For the avoidance of doubt, in the event that the Contract is cancelled in accordance with Clause 5.3, MCC shall be entitled to reallocate the Hospitality Experience to a third party.

## **6. TICKETS**

- 6.1 Subject to payment of the Charges, MCC or the Reseller shall send to the Customer prior to the Match Day, Tickets for each guest in accordance with the details as notified by the Customer.
- 6.2 The Customer shall be responsible for distributing the Tickets to their Guests. No person will be admitted to the Facility and Lord's without a Ticket. No liability is accepted by MCC in the event that their Guests are denied entry to the Facility or Lord's as a result of the Customer's or any guest's failure to comply with this Contract.
- 6.3 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.
- 6.4 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 Guests for the Hospitality Experience.
- 6.5 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.
- 6.6 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 Guests without any further liability to the Customer and their Guests.
- 6.7 Customers and their Guests must present a valid Ticket for entry the Facility and Lord's. No duplicate Tickets will be provided unless otherwise agreed by MCC.
- 6.8 Any Hospitality Experience(s) acquired in breach of any of the provisions within this Clause 6 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.

## **7. PLAY**

The Customer acknowledges and agrees that play is not guaranteed on the 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 a refund scheme in respect of the ground admission element of the Ticket applies, then this 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 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.

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

- 9.1 If the Match Day is interrupted due to adverse weather, the provisions of Clause 8.2 and Clause 9.3 may apply.
- 9.2 If the Match Day is abandoned for adverse weather the bar facilities at Lord's will close no later than 30 minutes after the announcement of such abandonment as otherwise determined by MCC.
- 9.3 In the event of an abandonment of play on the Match Day due to adverse weather and bar facilities at Lord's close before 17:00, MCC shall issue a partial refund of the Charges\* which shall be calculated by MCC, acting reasonably, in its sole and absolute discretion.

\*Any refund of the Charges under this Clause 9.3 shall take into account any refund scheme in respect of the ground admission element of the Ticket under the Terms & Conditions for the Sale and Allocation of Tickets.

In relation to a Contract made between MCC and the Customer, MCC will refund the Customer within 30 days of the conclusion of the match.

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

- 9.4 The Customer acknowledges and agrees that they cannot re-enter the Facility in the event of adverse weather and MCC is under no obligation to provide alternative arrangements or provide alternative hospitality facilities at Lord's as adverse weather does not constitute an event pursuant to Clause 11.1.

**10. CANCELLATION BY THE CUSTOMER**

- 10.1 In relation to a Contract made between MCC and the Customer and in the event Clause 5.3 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](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 ground admission element of the Ticket 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.
- 11.3 The Customer acknowledge that, as at the date of the Booking Confirmation, there is a COVID 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 for these purposes includes reference to:
  - (i) COVID, 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
  - (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 or other virus or disease.

If, as a result of COVID 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 11 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 was a circumstance that might arise after the date of the Booking Confirmation and therefore the Contract entered into.

- 11.4 As a result, the Customer acknowledges the following may apply:
  - (i) a local, regional, national or international outbreak of COVID, 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 the match scheduled to be played on the Match Day or MCC is unable to admit spectators (**COVID Event**); and
  - (ii) the 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**).
- 11.5 MCC or the Reseller, 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:

<b>Cancellation Notice due to a COVID Event</b>	<b>Refund</b>
Cancellation at any time prior to the Match Day	100% of the Charges*

\*Any refund of the Charges due under Clause 11.5 shall take into account any refund scheme in respect of the ground admission element of the Ticket under the Terms & Conditions for the Sale and Allocation of Tickets.

- 11.6 MCC or the Reseller, 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 Reseller, 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:

<b>Cancellation due to a COVID Restriction</b>	<b>Refund</b>
Cancellation at any time prior to the Match Day	100% of the Charges*
<b>Reduction due to a COVID Restriction</b>	<b>Refund</b>
Reduction of Hospitality Experiences forming part of a Contract.	a partial refund of the Charges* which shall be calculated by MCC, acting reasonably, in its sole and absolute discretion.

\*Any refund of the Charges due under Clause 11.6 shall take into account any refund scheme in respect of the ground admission element of the Ticket under the Terms & Conditions for the Sale and Allocation of Tickets.

- 11.7 In the event that a Reduction applies, the Customer shall inform MCC by email to: [hospitality@lords.org](mailto:hospitality@lords.org) or to the email address stipulated by the Reseller within seven days of receiving MCC's or the Reseller's notification under Clause 11.6, whether it accepts the Reduction.
- 11.8 If the Customer does not accept the Reduction, the Customer has the option to exercise Clause 10 and the cancellation charges detailed Clause 10 may apply accordingly, unless agreed otherwise by MCC (in its sole and absolute discretion) or the Reseller.
- 11.9 If the Customer fails to notify MCC or the Reseller within the time specified in Clause 11.7, the Customer shall be deemed to have accepted the Reduction.
- 11.10 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.
- 11.11 In relation to a Contract made between the Reseller and the Customer, the Reseller shall refund the Customer in accordance with the Reseller'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.

## **12. ANTI DISCRIMINATION**

- 12.1 MCC is committed to promoting diversity and equal opportunities and expects all visitors including the Customer and Guests to share MCC's commitment.
- 12.2 The Customer and their Guests visiting the Facility and 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 or sex or sexual orientation.
- 12.3 If the Customer and/or their Guests engage in any conduct or behaviours as detailed in Clause 12.2, as determined by MCC in its reasonable opinion, they may be:
  - (i) refused entry or ejected from Lord's without refund or compensation;
  - (ii) suspended or banned from entering Lord's in the future; and/or
  - (iii) subject to legal action in accordance with any applicable law.

## **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 2.2, 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.
- 13.3 In the event MCC terminates the Contract pursuant to Clause 13.1, MCC shall be entitled to retain the Charges.

#### **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](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.
- 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 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.
- 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 Reseller and the Customer, the Customer shall notify the Reseller in accordance with the Reseller'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, Terms & Conditions for the Sale and Allocation of Tickets and the 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.

- 17.3 MCC takes complaints very seriously, please submit any complaints relating to a Picnic Hamper to [hampers@mcc.org.uk](mailto:hampers@mcc.org.uk).
- 17.4 No variation to these Terms & Conditions shall be effective unless it is in writing and signed by the Club and the Customer.
- 17.5 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.
- 17.6 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.
- 17.7 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](http://lords.org/privacynotice) for more information.
- 17.8 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 17.8, no third party shall have any right to enforce any of these Terms & Conditions under the Contracts (Rights of Third Parties) Act 1999.
- 17.9 The Contract and these Terms & Conditions shall be governed by English law and subject to the exclusive jurisdiction of the English courts.