

FINEST CUT
AS PART OF THE EDRICH SERIES

TERMS & CONDITIONS

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 **Accessibility Requirements:** any accessibility requirements of a Purchaser and/or their Guest(s);
- 1.2 **Charges:** the price payable for a Package as shown on the Platform at the time of purchase or as otherwise notified by MCC;
- 1.3 **Chef:** the chef(s) appointed by MCC for the Event, as shown on the Platform;
- 1.4 **Content:** any material, commentary or information delivered by speakers or attendees at the Event;
- 1.5 **Customer:** a Purchaser or Guest;
- 1.6 **Dinner Package:** a Package comprising an Invitation, a drinks reception in the Edrich, and a five-course menu with matching wines;
- 1.7 **Edrich:** the Edrich Restaurant at Lord's;
- 1.8 **Event:** Finest Cut, part of the Edrich Series, comprising a series of lunch and dinner experiences hosted in the Edrich on the Event Dates;
- 1.9 **Event Date:** the date for the Event as detailed on the Platform;
- 1.10 **Force Majeure Event:** any event beyond MCC's reasonable control, including but not limited to adverse weather, power failure, industrial action, government restrictions or the unavailability of the Chef;
- 1.11 **Ground Regulations:** those ground regulations of MCC from time to time, which are available to view at lords.org/groundregulations;
- 1.12 **Guest:** any person invited by the Purchaser to attend the Event using an Invitation;
- 1.13 **Invitation:** the invitation issued by MCC permitting a Customer to attend the Event;
- 1.14 **Lord's:** Lord's Ground, London NW8 8QN;
- 1.15 **Lunch Package:** a Package comprising an Invitation, a drinks reception in the Edrich, and a five-course menu with matching wines;
- 1.16 **MCC:** Marylebone Cricket Club of Lord's, London NW8 8QN;
- 1.17 **Members:** a Member of MCC from time to time;
- 1.18 **Package:** the Lunch Package or Dinner Package;
- 1.19 **person:** includes any individual, company, corporation or other entity;
- 1.20 **Platform:** MCC's ticket platform at <http://tickets.lords.org>;
- 1.21 **Purchaser:** any person purchasing a Package;
- 1.22 **Start Time:** the starting time for the Event as detailed on the Platform; and

1.23 **Terms & Conditions:** these terms & conditions.

2. PACKAGES

- 2.1 Packages for the Event shall be offered on a first come, first served basis via the Platform and shall be subject to availability.
 - 2.2 Purchasers must be 18 years old or over.
 - 2.3 Charges must be paid in full at the time of purchase. A binding contract is formed when MCC issues a confirmation email to the Purchaser.
 - 2.4 The Invitations will be emailed to the Purchaser at least 14 days prior to the Event Date to the email address registered to the Purchaser's account on the Platform. No Customer will be admitted without a valid Invitation.
 - 2.5 If a Purchaser has any Accessibility Requirements, they should email Events at restaurants@mcc.org.uk or telephone 020 7616 8501 and MCC shall use reasonable endeavours to satisfy any Accessibility Requirements. Please note that parking is not available at Lord's. However, should you require disabled drop off, please contact Events using the contact details stated above.
 - 2.6 Any Purchaser who makes a request under Clause 2.5 may be required by MCC to provide supporting documentation. Any Purchaser who fails to provide such supporting documentation may not have their Accessibility Requirements met without any liability to MCC.
 - 2.7 MCC shall use reasonable endeavours to ensure that the Package is in accordance with the details advertised, however, MCC reserves the right to vary the Package without further notice or liability to the Customer provided that such variation does not materially affect the quality of the Package.
3. By purchasing a Package, the Purchaser agrees to these Terms & Conditions and must ensure that all Guests comply with them, including the Ground Regulations.

3. REGULATIONS

- 3.1 Customers accept and acknowledge that:
- (a) they are to arrive 10 minutes prior to the Start Time to allow sufficient time to clear security at Lord's. If a Customer is running late for any reason, they are asked to call the Events telephone line on 020 7616 8501 as soon as possible. Late arrival may reduce the time available to enjoy the Event;
 - (b) MCC may conduct security searches of all belongings and/or outer clothing upon entry, exit or at any time whilst at Lord's. Customers agree to comply with all security checks required to access Lord's. MCC may refuse admission if a Customer fails to comply with the relevant security checks;
 - (c) MCC shall allocate a strict period as notified by MCC to enjoy the Event and must vacate Lord's at the time advised by MCC after the Event;
 - (d) entry to the Event, Customers are subject to the Ground Regulations and such health, safety and security rules and regulations which may be in place from time to time;
 - (e) The dress code is smart casual. Religious, traditional or national dress and service uniform are permitted. The following items are not permitted: leggings, jodhpur-style trousers, t-shirts, tracksuits, flip-flops. MCC may refuse entry where attire is inappropriate;

- (f) they 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;
- (g) attendance at the Event means the Customer consents to filming, photography and sound recording which may include the Customer which MCC may use without payment; and
- (h) they are solely responsible for any personal possessions brought to Lord's and MCC shall not be liable for any loss of or damage to such personal possessions.

3.2 Customers agree to provide MCC with a dietary requirements list including details of any food allergies and must inform MCC of any wheelchair or other special access requirements **no later than 14 days prior to the Event** by emailing restaurants@mcc.org.uk or telephone 020 7616 8501. However, MCC does not guarantee that any of the food or drink products served at the Event are free from nuts, wheat, lactose or any other allergens.

3.3 MCC shall have the right to prevent access or eject Customers from the Event if a Customer breaches these Terms & Conditions without any liability to the Customer by way of compensation, refund, re-entry or otherwise.

4. EVENTS OUTSIDE MCC'S CONTROL

4.1 MCC is not liable for any failure or delay caused by a Force Majeure Event.

4.2 MCC may cancel the Event due to a Force Majeure Event by notifying the Purchaser via the email address registered on the Platform. MCC's decision is final.

4.3 Where the Event is cancelled under this clause, MCC will refund the Charges within 30 days following the Event Date. MCC will not be liable for any additional costs, including travel or accommodation.

5. CANCELLATION

5.1 MCC reserves the right to cancel any Package for the Event due to low attendance prior to the Event Date. MCC's decision to cancel in such circumstances is final. MCC shall have no liability or obligation to Customers other than refunding the Purchaser the Charges within 30 days following the Event Date.

5.2 If, for unavoidable reasons, a Purchaser wishes to cancel a Package prior to the Event Date, the Purchaser must notify MCC by email at: restaurants@mcc.org.uk. Subject to Clause 5.3, the following refunds may apply:

Cancellation Notice	Refund
More than 14 calendar days prior to the Event Date	100% of the Charges
14 calendar days or less prior to the Event Date	No refund

5.3 If cancellation occurs between 14 and 4 days before the Event Date, MCC will use reasonable endeavours to re-sell the Package:

- (a) If re-sold: MCC retains a 10% handling fee and refunds 90% of the Charges.
- (b) If not re-sold: no refund is due.

6. DISCLAIMER AND LIABILITY

6.1 The Content at the Event is provided on an 'as is' basis without any warranties of any kind, express or implied.

6.2 Customers acknowledge that the Content provided by any speaker or attendees at the Event does not necessarily reflect the views or opinions of MCC or any members of committee or

staff.

6.3 MCC makes no representation as to the accuracy, completeness, timeliness, suitability or validity of any Content and will not be liable for any errors, omissions or delays in the Content or any losses, injuries or damages arising from its display or use. MCC does not endorse, and expressly disclaims all liability relating to any of the Content provided by any speakers or attendees at the Event.

6.4 Subject to Clause 6.6, MCC shall not be liable for:

6.4.1 any injury, loss or damage whatsoever on the Event Date nor for any refund, loss or damage to or theft of their property howsoever such injury, loss or damage may be caused, and the Customer shall indemnify MCC in respect of any liability for any such injury, loss or damage to MCC (including any damage to the outfield at Lord's);

6.4.2 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 the Event Date under any circumstances;

6.4.3 refund, loss, damage, injury or disappointment suffered for failure to download or bring the Invitation on the Event Date; and/or

6.4.4 any failure, delay, refund, loss, damage or expense caused by circumstances outside MCC's reasonable control.

6.5 Subject to Clause 6.6, MCC is not responsible for any:

6.5.1 interruptions of the Event caused by the actions of other Customers;

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

6.5.3 damage, loss, injury or disappointment suffered as a result of not obtaining a Package.

6.6 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.

6.7 MCC's total liability in all other circumstances shall otherwise, under, or in connection with these Terms & Conditions not exceed the Charges paid by the Purchaser as at the date such liability arose.

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 No Packages may be re-sold or transferred to any third party, auctioned or used as a competition prize. Any Package which is resold, transferred to any third party, auctioned or used as a competition prize without the express consent of MCC's Chief Executive & Secretary shall be deemed void and no refund of the Charges will be given.

7.3 Packages are personal to the Purchaser and may only be used by the individuals identified and named as Guests for such a Package.

7.4 Any personal data collected by MCC shall be processed by MCC in accordance with MCC's Privacy Notice which may be viewed at lords.org/privacynotice.

7.5 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 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.

7.6 These Terms & Conditions are subject to and governed by English Law.

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