

## 2023 TERMS & CONDITIONS FOR THE SALE AND ALLOCATION OF GENERAL ADMISSION TICKETS AND WHEELCHAIR TICKETS

### INTERNATIONAL MATCHES

#### 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 Purchaser 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 Purchaser 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 General Admission Tickets and Wheelchair Tickets which are available to view at <https://www.lords.org/information/terms-and-conditions>;
- 1.4 **Candidate:** a candidate for membership of MCC and whose name is in the candidates' book;
- 1.5 **County Member:** a member of one of the first-class county cricket clubs recognised by the ECB from time to time;
- 1.6 **ECB:** The England and Wales Cricket Board Limited;
- 1.7 **First Test Match:** the men's England v Ireland Test Match scheduled to be played on the Match Day;
- 1.8 **General Admission Ticket:** an electronic ticket for admittance and a numbered and reserved seat in a public stand at Lord's for the Purchaser and if applicable, their Guest(s);
- 1.9 **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);
- 1.10 **Guest:** any person the Purchaser invites to attend the Match Day to whom a Ticket may be transferred in accordance with Clause 3.12;
- 1.11 **Lord's:** Lord's Ground, London NW8 8QN;
- 1.12 **Lord's App:** MCC's official mobile application;
- 1.13 **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 Ticket Holder has been successful in purchasing or been allocated a Ticket(s);
- 1.14 **MCC:** Marylebone Cricket Club, incorporated by Royal Charter under number RC000862 of Lord's Ground, London NW8 8QN;
- 1.15 **Member:** a member of MCC from time to time;
- 1.16 **One-Day International:** the men's England v New Zealand one-day international scheduled to be played on the Match Day;
- 1.17 **person:** shall be deemed to include any individual, company, corporation or other entity;
- 1.18 **Platform:** MCC's ticket platform at <http://tickets.lords.org>;

- 1.19 **Priority Period:** a period of exclusive access to Tickets for Members, Candidates and County Members from 10:00 on 31 October 2022 to 7 November 2022;
- 1.20 **Purchaser:** any person purchasing a Ticket pursuant to the Ballot or these Terms & Conditions;
- 1.21 **Second Test Match:** the men's England v Australia Test Match scheduled to be played on the Match Day;
- 1.22 **T20I Match:** the women's England v Australia T20I Match scheduled to be played on the Match Day;
- 1.23 **Terms & Conditions:** these terms and conditions;
- 1.24 **Ticket(s):** General Admission Ticket and/or Wheelchair Ticket;
- 1.25 **Ticket Holder:** a person who applies, purchases, holds, transfers and/or uses a Ticket(s) (as applicable), which shall include a Purchaser and/or a Guest; and
- 1.26 **Wheelchair Ticket:** an electronic ticket for admittance to Lord's for a person using a wheelchair within a designated wheelchair space at Lord'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 or resold for more than their face value.
- 2.4 MCC shall be entitled to confiscate or invalidate any Ticket(s) which is 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 Any Purchaser agrees 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 The price for a Ticket(s) shall be set out on the Platform. Unless expressly stated otherwise, the price is inclusive of VAT.
- 3.2 Ticket(s) are offered for sale to Members, Candidates and/or County Members during the Priority Period on a first come, first served basis, subject to availability.
- 3.3 Subject to Clause 3.4, any Member, Candidate and/or County Member can purchase a Ticket on the Platform on a first come, first served basis, subject to availability via an online queuing system during the Priority Period. Payment must be made in full and cleared funds at the time of purchase. MCC accepts all major debit and credit cards for payment for the Ticket(s).
- 3.4 Members, Candidates and County Members are limited to purchasing the number of Tickets as detailed on the Platform for each Match Day.
- 3.5 Members, Candidates, and County Members who have been successful in purchasing a Ticket(s) under Clause 3.3, will be notified via email to the email address registered to the

Purchaser's account on the Platform.

- 3.6 If Tickets are available following the Priority Period, the Tickets shall be allocated pursuant to the Ballot.
- 3.7 In the event that Tickets are available following the Ballot, the Tickets shall be offered for sale on a first come, first served basis, subject to availability.
- 3.8 If Clause 3.7 applies, any person can purchase a Ticket online only via the Platform and payment must be made in full and cleared funds at the time of purchase. MCC accepts all major debit or credit cards for payment for the Ticket(s).
- 3.9 Those who have been successful in purchasing a Ticket(s) under Clause 3.8 will be notified via email to the email address registered to the Purchaser's account on the Platform.
- 3.10 If a Purchaser has any Accessibility Requirements, they should email Club Services at [accessibility.tickets@mcc.org.uk](mailto:accessibility.tickets@mcc.org.uk) or telephone 020 7432 1010 and subject to availability, MCC shall endeavour to satisfy any Accessibility Requirements.
- 3.11 Any Purchaser who has purchased a Wheelchair Ticket or made a request under Clause 3.10 may be required by MCC to provide supporting documentation. Any Purchaser who fails to provide such supporting documentation on MCC's request may have their Wheelchair Ticket cancelled or may not have their Accessibility Requirements met without any liability to MCC.
- 3.12 Purchasers who have been successful in purchasing a Ticket(s), shall be permitted to transfer the Ticket(s) to a Guest and provided further:
  - 3.12.1 the Ticket is for the Guest's personal use and free of any consideration; and
  - 3.12.2 the Purchaser 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.
- 3.13 In the event that MCC permits a person to accompany a Purchaser on a Match Day to support any Accessibility Requirements, MCC shall provide the Purchaser with a General Admission Ticket free of charge provided that the person using the General Admission Ticket shall:
  - 3.13.1 be considered as a Guest;
  - 3.13.2 only attend the Match Day with the Purchaser; and
  - 3.13.3 not transfer the Ticket.
- 3.14 MCC shall provide a Purchaser with a Wheelchair Ticket with a General Admission Ticket free of charge provided that person using the General Admission Ticket shall:
  - 3.14.1 be considered as a Guest;
  - 3.14.2 only attend the Match Day with the Purchaser; and
  - 3.14.3 not transfer the Ticket.

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

- 4.1 Unless otherwise agreed, all Tickets shall be issued electronically prior to the Match Day in a downloadable form via the Lord's App which shall be presented and scanned to gain entry to Lord's.
- 4.2 By accepting these Terms & Conditions, the Ticket Holder confirms that they have a suitable mobile device to use the Lord's App to display and use the Ticket(s).

- 4.3 Each Ticket Holder should download the Lord's App and provide all information reasonably required by MCC from time to time and Clause 15 shall apply accordingly.
- 4.4 If a Ticket Holder:
- 4.4.1 has issues with the retrieval of the Tickets through the Lord's App, the Ticket Holder should inform MCC by contacting Club Services at [accessibility.tickets@mcc.org.uk](mailto:accessibility.tickets@mcc.org.uk) or telephone 020 7432 1010 and in any event no later than twenty-four (24) hours prior to the relevant Match Day;
  - 4.4.2 does not have a mobile device, the Ticket Holder should inform MCC by contacting Club Services at [accessibility.tickets@mcc.org.uk](mailto:accessibility.tickets@mcc.org.uk) or telephone 020 7432 1010 and in any event no later than twenty-four (24) hours prior to the relevant Match Day.

## **5. CONDITIONS OF USE**

- 5.1 Tickets are obtainable only from MCC and its authorised resellers. MCC reserves the right to refuse admission or cancel a Ticket without notification, and without refund or compensation.
- 5.2 Except as permitted by Clause 3.12, 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.
- 5.3 Ticket(s) shall not (unless previously authorised in writing by MCC's Chief Executive & Secretary) be used for:
- 5.3.1 a prize or competition;
  - 5.3.2 promotion, advertising, fundraising, auction, raffle or anything similar; or
  - 5.3.3 a commercial hospitality package, by any person trading for that purpose.
- 5.4 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 By using a Ticket, the Ticket Holder agrees to have accepted and agreed to be bound by these Terms & Conditions, including the Ground Regulations.
- 6.2 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.
- 6.3 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, including without limitation in relation to COVID-19 and any variants thereof or any associated public health emergency.
- 6.4 The Ticket Holder is responsible for the Ticket(s) that have been delivered to the Purchaser and shall ensure:
- 6.4.1 the Ticket(s) can be displayed correctly to be scanned by MCC on the Match Day;
  - 6.4.2 the Ticket(s) is displayed within the Lord's App as MCC cannot accept screenshots, photographs or printed versions of the Tickets, unless Clause 4.4.2 applies; and
  - 6.4.3 the 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 Ticket Holder's failure to comply with this Clause 6.4 and which may result in the Ticket Holder being refused entry to Lord's.

- 6.5 The Ticket Holder must retain the Ticket (e.g. the mobile phone which displays the Ticket, if applicable) at all times.
- 6.6 A Ticket permits a Ticket Holder to occupy the seat indicated on the Ticket during the Match Day and unless Clause 6.7 applies, a Ticket Holder 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.
- 6.7 MCC may from time to time allocate such alternative seat to a Ticket Holder at its discretion.
- 6.8 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.
- 6.9 A Ticket Holder is permitted to exit and re-enter Lord's on a Match Day provided that on exit the Ticket Holder 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.

## **7. BREACH AND CONSEQUENCES**

- 7.1 All Ticket Holders agree, without prejudice to any other rights which MCC may have, that if a Ticket Holder 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 or Candidate acquires an Unlawful Ticket, such a Member may be referred to MCC's disciplinary panel and such a Candidate may have their name removed from MCC's candidates' book.
- 7.4 If MCC reasonably suspects a Ticket Holder 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 Ticket Holder accepts that MCC may disclose the Ticket Holder'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 the first four days of the 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 Purchaser 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.

**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 Purchaser 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.

**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 Purchaser 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.

**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 Ticket Holder 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; and/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 interruptions, delay and/or restrictions of any play on a Match Day caused by the view from the Ticket Holder'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; and

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 face value of the Ticket(s) as at the date such liability arose.

## **10. RETURNS**

Unless otherwise agreed by MCC, a Purchaser is unable to return a Ticket for any Match Day to MCC.

## **11. ANTI-DISCRIMINATION**

11.1 MCC is committed to promoting diversity and equal opportunities and expects all visitors to Lord's to share MCC's commitment.

11.2 Ticket Holders 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 Ticket Holder engages in any conduct or behaviours as referred to in this 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.

## **13. STATUTORY RIGHTS**

These Terms & Conditions shall not affect a Ticket Holder's statutory rights as a consumer.

## **14. 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 3.12.2, 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.

## **15. PERSONAL DATA**

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

## **16. 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. Notwithstanding the foregoing, MCC reserves the right to pursue legal proceedings in a competent court of the Ticket Holder's domicile, where such proceedings shall be governed and interpreted in accordance with English law.

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