

# AFTERNOON TEA AND LORD'S TOUR EXPERIENCE

#### **TERMS & CONDITIONS 2024**

December 2022

#### 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:

- **Booking**: a booking for the Experience made in accordance with paragraph 2;
- 1.2 **Charges**: the charges a Purchaser has agreed to pay MCC for the Experience as detailed on the Platform;
- 1.3 **Customer(s)**: a Purchaser and their Guests;
- 1.4 **Experience:** the provision by MCC of afternoon tea in the Long Room and a Lord's Tour on the Experience Date;
- 1.5 **Experience Date:** the date of the Experience as detailed on the Platform;
- **1.6 Ground Regulations:** those ground regulations of MCC from time to time, which can be viewed at: <u>lords.org/information/general-ground-regulations;</u>
- 1.7 **Guest(s):** any person the Purchaser invites to attend the Experience;
- 1.8 **Guest List:** the list of Customers that have made a Booking;
- 1.9 **Long Room**: the Long Room at Lord's;
- 1.10 Lord's: Lord's Ground, London NW8 8QN;
- 1.11 Lord's Tour: a guided tour of Lord's;
- 1.12 Lord's Tour Terms & Conditions: the terms & conditions for tours at Lord's which can be viewed at: <u>lords.org/information/terms-and-conditions;</u>
- 1.13 MCC: Marylebone Cricket Club of Lord's, London NW8 8QN;
- 1.14 **Platform:** MCC's Ticket platform, SRO at: tickets.lords.org;
- 1.15 **Purchaser:** any person making a Booking pursuant to these Terms & Conditions;
- 1.16 Start Time: the starting time for the Experience as detailed on the Platform; and
- 1.17 Terms & Conditions: these terms & conditions.

#### 2. BOOKING AND ENTRY TO THE EXPERIENCE

- 2.1 Bookings pursuant to this paragraph are subject to availability.
- 2.2 Any person can make a Booking online via the Platform and payment of the Charges must be made in full and cleared funds at the time of making the Booking. MCC accepts all major debit or credit cards for payment of the Charges.
- 2.3 A Purchaser who has made a Booking will receive an email to the email address registered to



the Purchaser's account on the Platform (**Confirmation Email**). MCC encourages Purchasers to check their junk email inbox in case the Confirmation Email is caught by spam filters.

- 2.4 MCC cannot accept any responsibility for any damage, loss, injury or disappointment suffered by a Purchaser as a result of using the Platform or as a result of not obtaining a Booking.
- 2.5 By making a Booking, the Purchaser shall be deemed to have accepted and agreed to be bound by these Terms & Conditions and the Lord's Tour Terms & Conditions and the Experience is subject to the Ground Regulations, which are incorporated into these Terms & Conditions. The Purchaser agrees to bring these to the attention of their Guests.
- 2.6 Entry to the Experience shall be via the gate specified by MCC in the confirmation email. Customers shall be asked to provide a copy of the confirmation email and confirm their names with security who shall verify them against the guest list before allowing entry.

### 3. <u>REGULATIONS</u>

- 3.1 By making a Booking, the Purchaser shall and shall procure that their Guests 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 & Experiences Team on telephone line on 020 7616 8652 as soon as possible;
  - (b) they shall comply with the Lord's Tour Terms & Conditions;
  - (c) MCC shall allocate a strict period as notified by MCC to enjoy the Experience;
  - (d) in order to enter the Long Room the following must be worn; a tailored jacket or blazer with a collared shirt that is tucked into chinos, corduroys, moleskin or tailored trousers with a tie or cravat; or a dress, skirt or tailored trousers worn with a top or blouse together with appropriate shoes. Religious, traditional or national dress, or service uniform, is permitted. However, the following items of clothing are strictly prohibited in the Long Room; jeans; leggings; jodhpur-style trousers; t-shirts; track suits; training shoes; plimsolls; flip-flop shoes; denim clothing; and overalls. This list is not exhaustive. MCC reserves the right to refuse entry to any Customer whose attire contravenes MCC's dress code. Any Customer requiring exceptions to the relevant dress code for reasons such as medical conditions must have prior authorisation from MCC;
  - (e) attendance at the Experience means the Customer consents to filming, photography and sound recording which may include the Customer and which MCC may use without payment;
  - (f) they are solely responsible for any personal possessions brought to the Experience and MCC shall not be liable for any loss or damage to such personal possessions.
- 3.2 The Purchaser agrees 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 for themselves or their Guests no later than **14 days** prior to the Experience Date.
- 3.3 MCC shall have the right to prevent Customers' access to or eject Customers from the Experience 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 If, as a result of any circumstances which are outside the control of MCC which prevents, inhibits or delays MCC's performance under these Terms & Conditions, MCC shall cancel the corresponding Booking for that Experience Date by giving notice to the email address registered to the Purchaser's account on the Platform. Any cancellation shall be made in MCC's sole and absolute discretion without reason or explanation and such decision shall be final.
- 4.2 If paragraph 4.1 applies, MCC's total liability shall be to use reasonable endeavours to make alternative arrangements, including hosting the Experience on the next best alternative date or if

not practicable, refunding the Charges to the Purchaser within 30 days following the Experience Date.

## 5. <u>CANCELLATION</u>

If, for unavoidable reasons, a Purchaser wishes to cancel a Booking prior to the Experience Date, the Purchaser must notify MCC by email at: <u>afternoontea@lords.org</u> and the following refunds shall apply:

Cancellation Notice	Refund
More than 10 calendar days prior to the Experience Date	MCC shall refund the Charges to the Purchaser within 30 days following the Experience Date.
10 calendar days or less prior to the Experience Date	No refund.

# 6. <u>LIABILITY</u>

- 6.1 The Purchaser shall be liable for all costs, losses and liabilities incurred by MCC as a result of any damage to property of MCC caused by the Purchaser or their Guests and/or any act of the Purchaser or their Guests.
- 6.2 The Purchaser shall indemnify MCC against all liabilities, costs, expenses, damages and losses suffered or incurred by MCC and arising out of or in connection with any actions of, or damage caused by, the Purchaser or their Guests.
- 6.3 Nothing in these Terms & Conditions shall exclude or limit the liability of any person for death or personal injury resulting from its wilful or negligent act or omission or any fraudulent conduct or that of any of its representatives or for any act, omission or matter, liability for which may not be excluded or limited under any applicable law.
- 6.4 Subject to paragraph 6.3, MCC shall not be liable to the Customer in contract, tort (including negligence) or otherwise arising out of or in connection with these Terms & Conditions for any loss, damage, cost or expenses suffered by the Purchaser or their Guests before, during or after the Experience.
- 6.5 In any event, MCC's total liability under, or in connection with the Experience, whether in contract, tort (including negligence) or otherwise, will not exceed the Charges paid by the Purchaser for the Experience.

# 7. <u>GENERAL</u>

- 7.1 MCC reserves the right to vary these Terms & Conditions from time to time.
- 7.2 No Booking may be re-sold or transferred to any third party, auctioned or used as a competition prize. Any Booking 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 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 2.4, 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.
- 7.4 Any personal data collected by MCC shall be processed by MCC in accordance MCC's Privacy Notice which may be viewed at lords.org/privacynotice.
- 7.5 These Terms & Conditions are subject to and governed by English Law.

# Please note that parking is not available at Lord's. However, should you require disabled drop-off, please contact MCC Club Services on 020 7616 8653. Parking is subject to availability.

Ref: tcafternoontea2023