

DEBENTURE RESTAURANTS

CENTURIONS, TERRACE, AND FITZGERALD'S RESERVATIONS

TERMS & CONDITIONS 2023

INTERNATIONAL, THE HUNDRED AND VITALITY BLAST MATCHES

March 2023

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 **Application:** an application for a Reservation on a Match Day;
- 1.2 **Charges:** the charges a Debenture Holder has agreed to pay MCC for the Service as detailed on the Platform;
- 1.3 **Centurions**: the Centurions restaurant located in the Mound stand at Lord's;
- 1.4 **Debenture Holder:** a person or persons specified in MCC's register as the holder of a Mound Stand Gold Debenture or Mound Stand Silver Debenture;
- 1.5 **First Test Match:** the men's England v Ireland Test Match scheduled to be played on the Match Day;
- 1.6 **Fitzgerald's**: the Fitzgerald's restaurant located in the Mound stand at Lord's;
- 1.7 **Guest(s):** a guest of a Debenture Holder with a Reservation;
- 1.8 **Hundred Match(es):** both men's and women's matches played in a "100-ball" per innings format, which are scheduled to be played as part of The Hundred competition;
- 1.9 Lord's: Lord's Ground, London NW8 8QN;
- 1.10 **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; (iv) T20I Match; (v) Hundred Matches; and (vi) Vitality Blast Matches which are scheduled to be played at Lord's for which a Debenture Holder has been allocated a Reservation(s);
- 1.11 MCC: Marylebone Cricket Club of Lord's, London NW8 8QN;
- 1.12 **Mound Stand Gold Debenture:** a Mound Stand Gold Debenture which includes seating within the Upper Mound Stand and dining rights within any of the Restaurants;
- 1.13 **Mound Stand Silver Debenture:** a Mound Stand Silver Debenture which includes seating within the Upper Mound Stand and dining rights in (i) the Thomas Lord during the First Test Match, Second Test Match and One-Day International and (ii) Centurions during the Hundred Matches, T20I and Vitality Blast Matches;
- 1.14 **One-Day International:** the men's England v New Zealand one-day international match scheduled to be played on the Match Day;
- 1.15 Platform: MCC's Ticket platform, SRO at: tickets.lords.org;
- 1.16 **Reservation**: a booking reservation at one of the Restaurants for the Service made in accordance with paragraph 2 or paragraph 3;
- 1.17 **Restaurant(s):** Centurions, Fitzgerald's and the Terrace;



- 1.18 **Second Test Match:** the men's England v Australia Test Match scheduled to be played on the Match Day;
- 1.19 **Service:** the provision of food and beverage by MCC to a Debenture Holder and their Guests with a Reservation.
- 1.20 **Sitting Time:** the scheduled period of time for the Service;
- 1.21 **T20I Match** means the women's England v Australia T20I Match scheduled to be played on the Match Day;
- 1.22 **Terms & Conditions:** these terms & conditions;
- 1.23 **Terms & Conditions for the Sale and Allocation of Tickets:** the terms & conditions for the sale and allocation of the Tickets for the Match Day copies of which are available on https://www.lords.org/information/terms-and-conditions;
- 1.24 **Terrace:** the Terrace restaurant located in the Mound stand at Lord's;
- 1.25 Thomas Lord: the Thomas Lord restaurant located behind the Allen Stand; and
- 1.26 **Vitality Blast Matches:** a match limited to 20 overs per innings between Middlesex and a visiting team which is scheduled to be played as part of the Vitality Blast.

2. APPLICATION

- 2.1 Debenture Holders wishing to exercise their dining rights are required to make an Application in accordance with paragraph 2.3.
- 2.2 Reservations pursuant to this paragraph 2 are subject to availability. During the Application process Debenture Holders shall be asked to indicate their Restaurant preference to allow MCC to allocate Reservations and for the avoidance of doubt, an Application does not guarantee a Reservation at the Debenture Holders preferred Restaurant.
- 2.3 Applications must be made online via the Debenture Holder's account on the Platform or over the telephone. By making an Application, the Debenture Holder will be deemed to have accepted and agreed to be bound by these Terms & Conditions.
- 2.4 Reservations are limited to table numbers of no more than six, however, if, a Debenture Holder requires a table for more than six, they are asked to complete this <u>request form</u>.
- 2.5 Reservations may only be made for days one to three for the First Test Match and days one to four for the Second Test Match. For the avoidance of doubt, no Reservations can be made for the fourth day of the First Test Match or the fifth day for the Second Test Match.
- 2.6 The Application process opens at 10:00 on 27 March 2023 and closes at 17:00 on 12 April 2023 (**Application Period**). Any entries received outside the Application Period will not be considered, even if an Application appears to have been registered and Debenture Holders shall be required to follow the process outlined in paragraph 2.4.
- 2.7 A Debenture Holder who has been allocated a Reservation will be notified on or before 3 May 2023 via email to the email address registered to the Debenture Holder's account on the Platform. MCC encourages Debenture Holders to check their junk email inbox in case the email is caught by spam filters. The outcome of the Reservation allocation communicated by MCC is final.
- 2.8 Debenture Holders who are allocated a Reservation must pay the Charges online as soon as reasonably practicable via the Platform. Subject to paragraph 5.1, the Charges are non-refundable unless otherwise agreed by MCC. MCC accepts all major debit or credit cards for payment of the Charges. If no payment is made, MCC reserves the right to cancel the Reservation.



3. RESERVATIONS FOLLOWING THE APPLICATION PERIOD

- 3.1 In the event that there are covers remaining at Two Seven Eight following the Application Period and MCC's allocation, Reservations shall be offered to Debenture Holders on a first come, first served basis, subject to availability.
- 3.2 Reservations are limited to table numbers of no more than six, however, if, a Debenture Holder requires a table for more than six, they are asked to complete this <u>request form</u>.
- 3.3 If paragraph 3.1 applies, any Debenture Holder can make a Reservation online only via the Platform and payment for the Charges must be made in full and cleared funds at the time of making the Reservation. MCC accepts all major debit and credit cards for payment for the Charges.
- 3.4 If a Debenture Holder has been successful in making a Reservation under paragraph 3.3, they will be notified via email to the email address registered to the Debenture Holder's account on the Platform.

4. RESTUARANT REGULATIONS

- 4.1 By making a Reservation, the Debenture Holder accepts and acknowledges that:
 - (a) the Sitting Time shall be advised following confirmation of a Reservation. The Debenture Holder and their Guests are asked to arrive at the designated Sitting Time as this time cannot be amended. Tables will only be held for fifteen (15) minutes before being released and re-sold without further notice or liability. If a Debenture Holder is running late for any reason, they are asked to call the Restaurant Reservations telephone line on 020 7616 8563 as soon as possible. Debenture Holders should note that there is no guarantee that tables will be held for any longer than fifteen (15) minutes;
 - (b) MCC shall allocate a strict Sitting Time as notified by MCC to enjoy the Service;
 - (c) entry to the Restaurants will be subject to such health, safety and security rules and regulations which may be in place from time to time;
 - (d) MCC does not accept cash payments. The Restaurants are cashless and accept all major contactless debit and credit cards, with chip and pin applying for purchases over the contactless payment limit and a mobile or wearable payment device, including Apple Pay and Google Pay, which support high-value contactless payments;
 - (e) the dress code for entry to the Restaurants is smart/casual. Smart jeans are acceptable; shorts should be tailored; flip flops and trainers are not permitted; and
 - (f) they must bring this paragraph 4 to the attention of any Guest;
- 4.2 The Debenture Holder agrees to provide MCC with dietary requirements list for their Reservation 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 Match Day.

5. EVENTS OUTSIDE MCC'S CONTROL

- 5.1 If the Match Day is cancelled or changed in accordance with the Terms & Conditions for the Sale and Allocation of Tickets, MCC shall cancel the corresponding Reservation for that Match Day by giving notice to the email address registered to the Debenture Holder'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.
- 5.2 If paragraph 5.1 applies, MCC shall have no liability or obligation to a Debenture Holder other than refunding the Charges paid by the Debenture Holder under paragraph 2.6 or paragraph 3.3 within thirty (30) days following the Match Day.

6. **CANCELLATION**

If, for unavoidable reasons, a Debenture Holder wishes to cancel a Reservation prior to the



Match Day, the Debenture Holder must notify MCC by email at: restaurants@mcc.org.uk. However, subject to paragraph 5.1, the Charges are non-refundable unless otherwise agreed by MCC.

7. REFUNDS

- 7.1 If the Match Day is abandoned for adverse weather, no refunds of the Charges will be issued.
- 7.2 With respect to the fourth day of the First Test Match and Second Test Match, if there is no play on the fourth day because the First Test Match and/or Second Test Match has been completed before the scheduled conclusion, MCC shall refund the Charges paid by the Debenture Holder under paragraph 2.6 or paragraph 3.3 within thirty (30) days of the relevant Match Day.

8. GENERAL

- 8.1 MCC is not responsible for any technical glitches or malfunctions or any other problems out of its control that result in an Application not being properly received by MCC.
- 8.2 MCC cannot accept any responsibility for any damage, loss, injury or disappointment suffered by a Debenture Holder as a result of an Application or from the Debenture Holder using the Platform or as a result of not obtaining a Reservation.
- 8.3 MCC reserves the right to: (i) vary these Terms & Conditions, including without limitation the closing date of the Application process or to comply with any Government guidance or restrictions; and (ii) cancel, amend, withdraw, terminate or temporarily suspend either the Application process and/or Platform in the event of any unforeseen circumstances or technical reason outside its control, with no liability to any Debenture Holder.
- 8.4 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.
- 8.5 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 parking, please contact the Club Services Department on 020 7616 8653.

Ref: tcdebenturerestaurantml3 final