

HARRIS GARDEN AND THOMAS LORD RESERVATIONS**TERMS & CONDITIONS 2023****INTERNATIONAL MATCHES****January 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 **Ballot:** the Reservation ballot system hosted by MCC;
- 1.2 **Charges:** the charges a Member has agreed to pay MCC for the Service as detailed on the Platform;
- 1.3 **First Test Match:** the men's England v Ireland Test Match scheduled to be played on the Match Day;
- 1.4 **Harris Garden:** the Harris Garden restaurant;
- 1.5 **Lord's:** Lord's Ground, London NW8 8QN;
- 1.6 **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 which is scheduled to be played at Lord's for which a Member or a Ticketholder has been successful in securing a Reservation(s);
- 1.7 **MCC:** Marylebone Cricket Club of Lord's, London NW8 8QN;
- 1.8 **Members:** full, senior and associate members of MCC from time to time;
- 1.9 **One-Day International:** the men's England v New Zealand one-day international match scheduled to be played on the Match Day;
- 1.10 **Platform:** MCC's Ticket platform, SRO at: tickets.lords.org;
- 1.11 **Reservation:** a booking reservation at either Restaurant for the Service made in accordance with paragraph 2 or paragraph 3;
- 1.12 **Restaurant(s):** the Harris Garden and Thomas Lord;
- 1.13 **Rover Ticketholders:** guests with a Ticket purchased by a Member for the Match Day;
- 1.14 **Second Test Match:** the men's England v Australia Test Match scheduled to be played on the Match Day;
- 1.15 **Service:** the provision of food and beverage by MCC to Members, Rover Ticketholders and/or Ticketholders with a Reservation.
- 1.16 **Sitting Time:** the scheduled period of time for the Service;
- 1.17 **T20I Match** means the women's England v Australia T20I Match scheduled to be played on the Match Day;
- 1.18 **Terms & Conditions:** these terms & conditions;
- 1.19 **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;>

1.20 **Ticket(s)**: a ground admission ticket for the Match Day;

1.21 **Ticketholder(s)**: any person with a Ticket; and

1.22 **Thomas Lord**: the Thomas Lord restaurant.

2. BALLOT

2.1 Members are eligible to enter the Ballot to secure a Reservation on a Match Day for themselves other Members, Rover Ticketholders and/or Ticketholders in accordance with paragraph 2.3.

2.2 Reservations pursuant to this paragraph 2 are subject to availability. For the avoidance of doubt, an entry in the Ballot does not guarantee a Reservation.

2.3 Ballot entries must be made online via a Member's account on the Platform and by entering the Ballot, Members will be deemed to have accepted and agreed to be bound by these Terms & Conditions.

2.4 Ballot entries are limited to one (1) entry per Member for each Match Day. No bulk entries will be accepted and duplicate entries will be disqualified.

2.5 Reservations are strictly limited to table numbers of no more than six (6) and shall be in accordance with Government guidance or restrictions.

2.6 Reservations may only be made for days one to four of the First Test Match and Second Test Match. For the avoidance of doubt, no Reservations can be made for the fifth day for the Second Test Match.

2.7 The Ballot opens at 10:00 on 9 January 2023 and closes at 17:00 on 13 February 2023. Any entries received outside this period will not be considered, even if the entry appears to have been registered.

2.8 A pre-authorized payment for the Charges by must be made at the time of entering the Ballot via the Member's account on the Platform. MCC accepts all major debit or credit cards for payment for the Charges.

2.9 Members who have been successful in securing a Reservation will be notified on or before 6 March 2023 via email to the email address registered to the Member's account on the Platform and the payment method used by the Member will automatically be charged for the Charges on the notification date. MCC encourages Members to check their junk email inbox in case the email is caught by spam filters. Unsuccessful Members will not be charged. The outcome of the Ballot selection communicated by MCC is final.

3. RESERVATIONS

3.1 In the event that there are covers remaining at either Restaurant following the Ballot, Reservations shall be offered on a first come, first served basis, subject to availability to Members and/or Ticketholders.

3.2 Reservations are strictly limited to table numbers of no more than six (6) and shall be in accordance with any Government guidance or restrictions

3.3 If paragraph 3.1 applies, any Member or Ticketholder 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 Member or Ticketholder has been successful in making a Reservation under paragraph 3.3, they will be notified via email to the email address registered to the Member's or Ticketholder's account on the Platform.

4. RESTUARANT REGULATIONS

- 4.1 By making a Reservation, Members and Ticketholders accept and acknowledge that:
- (a) the Sitting Time shall be advised following confirmation of a Reservation. Members and Ticketholders 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 Member or Ticketholder is running late for any reason, they are asked to call the Restaurant Reservations telephone line on 020 7616 8563 as soon as possible. Members, Rover Ticketholders and Ticketholders 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 period 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 Rover Ticketholder or any other Ticketholder;
- 4.2 Members and Ticketholders agree 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 Member's or Ticketholder'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 Members and/or Ticketholders other than refunding the Charges paid by the Member and/or Ticketholder under paragraph 2.7 or paragraph 3.3 within thirty (30) days following the Match Day.

6. CANCELLATION

If, for unavoidable reasons, a Member or Ticketholder wishes to cancel a Reservation prior to the Match Day, the Member or Ticketholder 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 Member under paragraph 2.7 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 a Ballot entry not being properly received by MCC.
- 8.2 MCC cannot accept any responsibility for any damage, loss, injury or disappointment suffered by a Member(s) as a result of entering the Ballot or Ticketholder(s) 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 Ballot or to comply with any Government guidance or restrictions; (ii) disqualify any Member and refer such Member to the Club's Disciplinary Panel or eject any Rover Ticketholder or Ticketholder who breaches these Terms & Conditions or has acted fraudulently in any way; and (ii) cancel, amend, withdraw, terminate or temporarily suspend either the Ballot and/or Platform in the event of any unforeseen circumstances or technical reason outside its control, with no liability to any Member.
- 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 Facilities Department on 020 7616 8653. Parking is subject to availability.

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