

# 2022 TERMS & CONDITIONS FOR THE SALE AND ALLOCATION OF TICKETS



ENGLAND v NEW ZEALAND TEST MATCH, ENGLAND v INDIA ONE-DAY INTERNATIONAL  
AND ENGLAND v SOUTH AFRICA TEST MATCH

## NOTICE TO MCC MEMBERS

Members of MCC should read these Terms & Conditions in conjunction with the Club's email to them dated 29 October 2021 and available to review at <https://www.lords.org/members-area/member-announcements>.

## 1. DEFINITIONS

- 1.1 In these Terms & Conditions, the following words or expressions shall have the following meanings:
  - 1.1.1 **Ballot** means either the General Public Ticket Ballot or Rover Ticket Ballot as defined under the Ballot Terms & Conditions;
  - 1.1.2 **Ballot Terms & Conditions** means the terms & conditions for the ballot of the General Public Tickets and Rover Tickets copies of which are available on <https://www.lords.org/information/terms-and-conditions>;
  - 1.1.3 **Candidate** means a candidate for membership of the Club and whose name is in the candidates' book;
  - 1.1.4 **ECB** means The England and Wales Cricket Board Limited;
  - 1.1.5 **First Test Match** means the men's England v New Zealand Test Match scheduled to be played on the Match Day;
  - 1.1.6 **General Ground Regulations** means those general regulations of MCC, copies of which are available at [lords.org/groundregulations](https://www.lords.org/groundregulations);
  - 1.1.7 **General Public Ticket** means a ticket for admittance to the Ground for a Match Day which shall be issued in electronic form only;
  - 1.1.8 **Hospitality Ticket** means a ticket for admittance to the Ground issued as an element of a hospitality package offered by MCC for a Match Day which shall be issued in electronic form only;
  - 1.1.9 **Hospitality Terms & Conditions:** the terms & conditions for the daily licence of a suite or for hospitality experiences, copies of which are available on <https://www.lords.org/information/terms-and-conditions>;

## 1. DEFINITIONS CONTINUED

- 1.1.10 **MCC, Club, we, us, our** means Marylebone Cricket Club, incorporated by Royal Charter under number RCO00862 of Lord's Ground, London NW8 8QN;
- 1.1.11 **Lord's** or **Ground** means Lord's Cricket Ground, London NW8 8QN;
- 1.1.12 **Match Day** means any day of the First Test Match, One-Day International or the Second Test Match which is scheduled to be played at Lord's for which a Ticket Holder has been successful in purchasing or been allocated a Ticket(s) which is either (i) the Provisional Match Day; or (ii) if the actual day differs from the Provisional Match Day, the new date notified to you by the Club;
- 1.1.13 **Member** means a member of MCC from time to time;
- 1.1.14 **One-Day International** means the men's England v India one-day international scheduled to be played on the Match Day;
- 1.1.15 **person** shall be deemed to include any individual, company, corporation or other entity;
- 1.1.16 **Platform** means MCC's ticket platform at <http://tickets.lords.org>;
- 1.1.17 **Provisional Match Day** means (i) 2 to 6 June 2022 for the First Test Match; (ii) 14 July 2022 for the One-Day International; and (iii) 17 to 21 August 2022 for the Second Test Match, all of which have been provisionally scheduled to be played at Lord's on the Match Day for which a Ticket Holder has been successful in purchasing or been allocated a Ticket(s);
- 1.1.18 **Rover Ticket** means a ticket for admittance to the Ground and the Members' Friends' Enclosures purchased by a Member for a guest for a Match Day which shall be issued in electronic form only;
- 1.1.19 **Second Test Match** means the men's England v South Africa Test Match scheduled to be played on the Match Day;
- 1.1.20 **Ticket** means either a General Public Ticket, Hospitality Ticket or Rover Ticket;
- 1.1.21 **Terms & Conditions** means these terms and conditions; and
- 1.1.22 **Ticket Holder, you, your** means a person who applies, purchases, holds, transfers and/or uses Ticket(s) (as applicable).

## 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). All Tickets are sold subject to the General Ground Regulations, which are incorporated into these Terms & Conditions. Any Ticket acquired in breach of these Terms & Conditions shall be null and void. MCC shall be entitled to confiscate or invalidate any Ticket(s) which are offered for sale or acquired in contravention of these Terms & Conditions.
- 2.2 By submitting an application for Ticket(s), purchasing, being allocated, holding and/or using or attempting to use a Ticket you agree that you have accepted and agreed to be bound by these Terms & Conditions and the General Ground Regulations and you agree to bring these Terms & Conditions and the General Ground Regulations to the attention of your guests and confirm that anyone else to whom you sell, transfer or allocate the Ticket(s) has also read and agreed to comply with 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. Therefore, any Ticket Holder in contravention of this will be in breach of these Terms & Conditions and their Ticket(s) liable to be cancelled without any refund or compensation, their Ticket(s) not admitting entry to the Ground, or if already in the Ground, their being removed from Lord's and also liable to the penalties set out in Clause 4.
- 2.4 Any Ticket which is allocated to any person shall not be used for commercial hospitality by any person trading for that purpose, and without prejudice to the generality of the foregoing, a Ticket Holder shall not, as part of a hospitality package or for any other reason, purvey, advertise, auction or otherwise offer for sale, or use as a competition prize, the Ticket(s) allocated to that person without the prior written permission of MCC's Chief Executive & Secretary.
- 2.5 By purchasing a Ticket(s), you acknowledge that the Provisional Match Day is subject to change at any time. If the Match Day is to differ from the Provisional Match Day, the Club will notify the original purchaser of the Ticket(s) via email to the email address registered to their account on the Platform as soon as reasonably practicable of the new date of the Match Day.
- 2.6 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.

### 3. ALLOCATION

#### General Public Tickets

- 3.1 General Public Tickets are allocated pursuant to the Ballot and subject to the Ballot Terms & Conditions.
- 3.2 In the event that General Public Tickets are available following the Ballot, the General Public Tickets shall be offered for sale on a first come, first served basis, subject to availability.
- 3.3 If Clause 3.2 applies, any person can purchase a General Public 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 General Public Ticket(s).
- 3.4 If you have been successful in purchasing a General Public Ticket(s) under Clause 3.3, you will be notified via email to the email address registered to your account on the Platform.

#### Hospitality Tickets

- 3.5 Hospitality Tickets are allocated in accordance with the relevant Hospitality Terms & Conditions.

#### Rover Tickets

- 3.6 Rover Tickets are allocated pursuant to the Ballot and subject to the Ballot Terms & Conditions.
- 3.7 In the event that Rover Tickets are available following the Ballot, the Rover Tickets shall be offered for sale on a first come, first served basis, subject to availability.
- 3.8 If Clause 3.7 applies, any Member can purchase a Rover 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 Rover Ticket(s).
- 3.9 If you have been successful in purchasing a Rover Ticket(s) under Clause 3.8, you will be notified via email to the email address registered to your account on the Platform.

### 4. UNAUTHORISED TICKET SALES

- 4.1 Genuine Tickets are obtainable only from MCC and its authorised agents or resellers. MCC reserves the right to refuse admission or cancel a Ticket without notification, and without refund or compensation, to anyone who has acquired a Ticket in breach of these Terms & Conditions (an **Unlawful Ticket**). Unlawful Ticket holders will, if necessary, be ejected from the Ground, without refund or compensation, after they have entered the Ground and may be liable to legal action.
- 4.2 Any person who has acquired an Unlawful Ticket may expect to be prohibited from purchasing tickets in the future.

## 4. UNAUTHORISED TICKET SALES CONTINUED

- 4.3 In addition to Clause 4.2, if a Member or Candidate acquires an Unlawful Ticket, such a Member may be referred to the Club's disciplinary panel and such a Candidate may have their name removed from the Club's candidates' book.
- 4.4 If the Club 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 making an application for or being allocated any Ticket(s), the Ticket Holder accepts that MCC may disclose the Ticket Holder's details for these purposes.

## 5. TICKETS

- 5.1 A Ticket permits the Ticket Holder to occupy the seat indicated on the Ticket during the Match Day, or such other equivalent seat as the Club may from time to time, allocate to the Ticket Holder at its discretion.
- 5.2 All Tickets will be issued to Ticket Holders prior to the Match Day in a downloadable format that can be received via email or through a mobile app. Ticket Holders are required to download and print a copy of the Ticket(s) on white paper at home or use a digital copy on a mobile device which shall be presented and scanned to gain entry to Lord's.
- 5.3 Ticket Holders are responsible for ensuring the barcode on the Ticket can be scanned by MCC on the Match Day. Ticket Holders should ensure that their mobile phone has enough battery power and is fully functional (if the screen of the mobile phone is damaged MCC may be unable to scan the Ticket). The Club will not be liable for any loss, damage, injury or disappointment suffered in connection with a Ticket Holder's failure to comply with this Clause 5.3 and which may result in the Ticket Holder being refused entry to Lord's.
- 5.4 The barcode on each Ticket will only admit one entry per Ticket. Multiple paper copies must not be made; the first Ticket scanned at the entry gate to the Ground by paper version or a mobile device will allow entry, however, subsequent scans (whether the original or copies) will not allow entry into Lord's.

## 6. DUPLICATE TICKETS

- 6.1 A duplicate Ticket will only be issued to the original purchaser as a replacement for a Ticket that has been printed out, deleted irretrievably and then lost, stolen, mislaid or is defective or defaced.
- 6.2 If the Ticket Office has to reprint a Ticket, an administrative charge of 10% of the face value will be made for each duplicate Ticket.

## 7. REFUNDS

- 7.1 No refunds will be given, other than those covered under the appropriate refund schemes set out in this Clause 7.
- 7.2 A refund scheme applies to the first four days of the First Test Match and Second Test Match, if:
- 7.2.1 play is restricted or does not take place on the Match Day for which the Ticket is valid, an automatic refund will be made to the original credit or debit card used to make the purchase of the Ticket(s), subject to there being:
- (i) 15 overs or less because of weather conditions or completion of the Match - a full refund; or
  - (ii) 15.1 overs to 29.5 overs because of weather conditions or completion of the Match - a 50% refund.
- 7.2.2 for the Match Day for which the Ticket is valid (where the date of the Match has changed, this means the new date of the Match Day):
- (i) spectators are unable to be admitted because a Match Day is to be played behind closed doors, MCC will notify the original purchaser via email to the email address registered to their account on the Platform and automatically refund the amount paid for the Ticket(s) to the original credit or debit card used to make the purchase of the Ticket(s). You will not need to contact MCC to receive this refund. MCC will refund this amount within 30 days of the date on which the announcement by the ECB is made that the Match Day is to be played behind closed doors and without spectators present;
  - (ii) social distancing requirements mean that MCC is unable to honour all of the Tickets purchased or allocated for that Match Day, MCC reserves the right to cancel all or some of the Tickets for that Match Day and to determine which of such Tickets to cancel in its absolute discretion. If MCC cancels all or any of your Tickets, MCC will notify the original purchaser via email to the email address registered to their account on the Platform and automatically refund the amount paid for the Ticket(s) to the original credit or debit card used to make the purchase of the Ticket(s). You will not need to contact MCC to receive this refund. MCC will refund this amount within 30 days of the cancellation of your Ticket(s);
  - (iii) the original purchaser is unable to attend because although the Match Day for which they have purchased a Ticket is to be played with spectators present, they live in an area which is subject to a local lockdown restricting them from being able to come to the Ground, as verified by checking their postcode registered as part of their online account with the Club. In such circumstances,

## 7. REFUNDS CONTINUED

if you contact the Club as soon as possible in advance of the Match Day to request a refund, MCC will cancel your Ticket(s) and refund the amount paid to the original credit or debit card used to purchase the Ticket(s) within 60 days of you contacting the Club to request a refund; or

- (iv) the date of a Match Day changes pursuant to Clause 2.5, the new date of the Match Day will be notified to you via email to the email address registered to their account on the Platform and you will have 14 days in which to request a refund if you cannot attend on the new Match Date. If you do request a refund, MCC will cancel your Ticket(s) and refund the amount paid to the credit or debit card used to purchase the Ticket(s) within 60 days of you contacting the Club to request a refund.

7.2.3 A similar scheme applies to the One-Day International, but only if the amount of play is limited to the numbers of overs stated under Clause 7.2.1(i) or (ii) above and with no result being achieved for the match.

## 8. LIABILITY

- 8.1 The Club shall not be liable for any injury, loss or damage whatsoever to the Ticket Holder nor for any loss or damage to or theft of their property howsoever such injury, loss or damage may be caused, and the Ticket Holder shall indemnify the Club in respect of any liability for any such injury, loss or damage save that 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 law.
- 8.2 The Club does not make or give, and no staff or official of the Club 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.
- 8.3 MCC will not be liable for:
  - 8.3.1 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;
  - 8.3.2 any interruptions and/or restrictions of the view from your seat caused by a restricted view seat and/or another spectator;
  - 8.3.3 loss damage, injury or disappointment suffered for failure to bring or download a Ticket on the Match Day.
- 8.4 The Club's total liability in all other circumstances shall otherwise, under, or in connection with these Terms & Conditions not exceed the face value of the original purchaser's Tickets as at the date such liability arose.

## 9. RETURNS

Save in the circumstances referred to in Clause 7.2.2(iii) or unless otherwise agreed by MCC, a Ticket Holder is unable to return a Ticket for any Match Day to the Club. The purchase or allocation of a Ticket is final and it is not possible subsequently to exchange or upgrade a Ticket. It is therefore essential that you apply for and/or purchase a Ticket you want as errors cannot be rectified after the application or purchase has been completed.

## 10. TECHNICAL PROBLEMS

No responsibility is accepted by MCC for applications which are lost, corrupted or incomplete or for any failure to capture a Ticket Holder's information. MCC cannot accept any responsibility for any damage, loss, injury or disappointment suffered by a Ticket Holder as a result of not receiving a Ticket.

## 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 You 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 you engage in any conduct or behaviours as referred to in this Clause 11.2, as determined by MCC in its reasonable opinion, you may be:
- 11.3.1 refused entry or ejected from Lord's without refund or compensation;
  - 11.3.2 suspended or banned from entering Lord's in the future; and/or
  - 11.3.3 subject to legal action in accordance with any applicable law.

## 12. INVALIDITY

If any provision of these Terms & Conditions is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the invalidity or unenforceability of that provision will not affect the validity or enforceability of the remainder of these Terms & Conditions.

## 13. WHOLE AGREEMENT

These Terms & Conditions and the General Ground Regulations constitute the entire agreement between the Club and you and you shall not have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by the Club in relation to these Terms & Conditions which are not already set out in these Terms & Conditions.

## 14. WAIVER

No failure or delay by the Club in exercising any right or remedy provided under the Terms & Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.



## 15. STATUTORY RIGHTS

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

## 16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is agreed and acknowledged that MCC shall have the benefit of and be entitled to enforce all the provisions of these Terms & Conditions against the Ticket Holder and notwithstanding that they may not be a party hereto. Save as provided in this Clause 16, no third party shall have any right to enforce any of these Terms & Conditions under the Contracts (Rights of Third Parties) Act 1999.

## 17. PERSONAL DATA

By applying for and/or using a Ticket you consent to us processing your personal data in accordance with our Privacy Notice which may be viewed at [lords.org/privacynotice](https://lords.org/privacynotice).

## 18. 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.

**Ref: termsconditionsticketsnzindiasa2022 final**