



2023 TERMS & CONDITIONS FOR THE SALE AND ALLOCATION OF RESERVED SEATING TICKETS AND ROVER TICKETS TO MEMBERS FOR MEMBERS' FRIENDS' ENCLOSURES

INTERNATIONAL MATCHES

Members should read these Terms & Conditions in conjunction with the Club's email to them dated 21 September 2022 and available to review at <https://www.lords.org/members-area/member-announcements>

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 Member 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 Member 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 Tickets which are available to view at <https://www.lords.org/information/terms-and-conditions>;
- 1.4 **ECB:** The England and Wales Cricket Board Limited;
- 1.5 **First Test Match:** the men's England v Ireland Test Match scheduled to be played on the Match Day;
- 1.6 **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);
- 1.7 **Guest:** a guest of a Member to whom a Ticket may be transferred and uses in accordance with Clause 3.8.
- 1.8 **Lord's:** Lord's Ground, London NW8 8QN;
- 1.9 **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 Member has been successful in purchasing or been allocated a Ticket(s);
- 1.10 **MCC:** Marylebone Cricket Club, incorporated by Royal Charter under number RC000862 of Lord's Ground, London NW8 8QN;
- 1.11 **Member:** a Full Member of MCC from time to time (and a Senior or Associate Member of MCC from time to time for such days on which the MCC Committee has determined that they have membership privileges) who has purchased a Ticket(s) pursuant to these Terms & Conditions;
- 1.12 **One-Day International:** the men's England v New Zealand one-day international scheduled to be played on the Match Day;
- 1.13 **person:** shall be deemed to include any individual, company, corporation or other entity;
- 1.14 **Platform:** MCC's ticket platform at <http://tickets.lords.org>;
- 1.15 **Reserved Seating Ticket:** an electronic ticket for admittance to Lord's and a numbered and reserved seat in a Members' Friends' Enclosure;
- 1.16 **Rover Ticket:** an electronic ticket for admittance to Lord's and any unreserved area in a



Members' Friends' Enclosure purchased by a Member for a Guest;

- 1.17 **Second Test Match:** the men's England v Australia Test Match scheduled to be played on the Match Day;
- 1.18 **T20I Match:** the women's England v Australia T20I Match scheduled to be played on the Match Day;
- 1.19 **Terms & Conditions:** these terms and conditions; and
- 1.20 **Ticket(s):** Reserved Seating Ticket(s) and/or Rover Ticket(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 Any Ticket(s) acquired in breach of these Terms & Conditions shall be null and void.
- 2.5 MCC shall be entitled to confiscate or invalidate any Ticket(s) which are 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.
- 2.6 Members agree 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 Tickets are allocated pursuant to the Ballot and subject to the Ballot Terms & Conditions.
- 3.2 In the event that Tickets are available following the Ballot, they shall be offered for sale to Members on a first come, first served basis, subject to availability.
- 3.3 The price for a Ticket(s) shall be set out on the Platform. Unless expressly stated otherwise, the price is inclusive of VAT.
- 3.4 If Clause 3.2 applies, a Member can purchase a Ticket online only via the Platform. Payment must be made in full and cleared funds at the time of purchase. MCC accepts all major debit and credit cards.
- 3.5 If a Member has been successful in purchasing a Ticket(s) under Clause 3.4, the Member will be notified via email to the email address registered to the Member's account on the Platform.
- 3.6 If a Member has any Accessibility Requirements, they should email Club Services at accessibility.tickets@mcc.org.uk or telephone 020 7432 1010 and subject to availability, MCC shall endeavour to satisfy any Accessibility Requirements.
- 3.7 Any Member who has made a request under Clause 3.6 may be required by MCC to provide supporting documentation. Any Member who fails to provide such supporting documentation on MCC's request may not have their Accessibility Requirements met without any liability to MCC.
- 3.8 Members who have been successful in purchasing a Ticket(s), shall be permitted to transfer the Ticket(s) to a Guest provided that:



- 3.8.1 the Member attends the Match Day with the Guest(s);
 - 3.8.2 the Ticket is for the Guest's personal use and free of any consideration; and
 - 3.8.3 the Member 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.
- 3.9 In the event that MCC permits a person to accompany a Member on a Match Day to support any Accessibility Requirements, MCC shall provide the Member with an additional Ticket free of charge provided that the person using the Ticket shall:
- 3.9.1 be considered as a Guest;
 - 3.9.2 only attend the Match Day with the Member; and
 - 3.9.3 not transfer the Ticket.

4. DELIVERY OF TICKETS

All Tickets will be issued to Members prior to the Match Day in a downloadable format that can be received through a mobile app or via email. Members or Guests are required to show a copy on a mobile device or to download and print a copy of the Ticket(s) on white paper at home to be presented and scanned to gain entry to Lord's.

5. CONDITIONS OF USE

- 5.1 Except as permitted by Clause 3.8, 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.
- 5.2 Ticket(s) shall not (unless previously authorised in writing by MCC's Chief Executive & Secretary) be used for:
 - 5.2.1 a prize or competition;
 - 5.2.2 promotion, advertising, fundraising, auction, raffle or anything similar; or
 - 5.2.3 a commercial hospitality package, by any person trading for that purpose.
- 5.3 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, Members and Guests agree to have accepted and agreed to be bound by these Terms & Conditions, including the Ground Regulations.
- 6.2 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.
- 6.3 Members are responsible for Ticket(s) that have been issued and on entry Members and Guests shall ensure:
 - 6.3.1 the Ticket(s) can be displayed correctly to be scanned by MCC on the Match Day; and
 - 6.3.2 a 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 Guest's failure to comply with this Clause 6.3 and which may result in the Guest being refused entry to Lord's.

- 6.4 Members and Guests must retain their Ticket (e.g. their mobile phone which displays the Ticket, if applicable) at all times.
- 6.5 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.
- 6.6 A Guest is permitted to exit and re-enter Lord's on a Match Day provided that on exit the Guest 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 Guests agree, without prejudice to any other rights which MCC may have, that if a Guest breaches these Terms & Conditions they will:
 - 7.1.1 be refused entry to Lord's without refund or compensation;
 - 7.1.2 be ejected from Lord's without refund or compensation;
 - 7.1.3 have the Ticket confiscated and/or cancelled without refund or compensation;
 - 7.1.4 have any such other action taken against them as may be determined by MCC; and/or
 - 7.1.5 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 acquires an Unlawful Ticket or is in breach of these Terms & Conditions, such a Member may be referred to MCC's disciplinary panel.
- 7.4 If MCC reasonably suspects a Member and/or Guest 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 Member and/or Guest accepts that MCC may disclose the Member and/or Guest'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 Member 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 Member 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 Member to make the purchase of the Ticket(s) subject to there being:
- zero to 10 overs played of the only or last match on the Match Day – a full 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 Member and/or Guest 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; 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 a Member's and/or Guest'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; or
 - 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 not exceed the price of the Ticket(s) as at the date such liability arose.

10. RETURNS

Unless otherwise agreed by MCC, a Member is unable to return or exchange 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 Members and Guests 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 Member or Guest engages in any conduct or behaviours as referred to in 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. 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 2.6 and Clause 3.8.3, 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.

14. PERSONAL DATA

By applying for and/or using a Ticket, Members and Guests consent to MCC processing the Member's and/or Guest's personal data in accordance with MCC's Privacy Notice which may be viewed at lords.org/privacynotice

15. 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.

Ref: termsconditionsmfetickets2023 final