

MARYLEBONE CRICKET CLUB, LORD'S GROUND
TERMS AND CONDITIONS OF TRADING

1. Definitions

In these terms and conditions the following words and phrases shall have the following meaning:

- “**Client**” means the person(s), firm or company to whom the Club’s hospitality and/or conference facilities are being hired out and provided;
- “**Club**” means Marylebone Cricket Club, Lord’s Ground, London NW8 8QN;
- “**Confirmed Booking**” means confirmation of a Provisional Booking in writing from the client or third party. This must be received by the Club not later than **14 days** after the Provisional Booking;
- “**Estimated Numbers**” means the number of guests attending a function as agreed between the Client and the Club at the time the booking is confirmed;
- “**Force Majeure Event**” means any event beyond the control of the Club including (but not limited to) war (whether declared or not), civil war, riots, terrorism, natural disasters such as violent storms, floods and/or lightning, explosions, fires and / or destruction of plant, machinery and / or factories, strikes and labour disputes of all kinds, death of a member of the Royal Family of the United Kingdom, acts of authority, whether lawful or unlawful, except for an act for which the Club has assumed the risk by virtue of other provisions of this Agreement, and any lack of authorisation, license or approval necessary for the performance of the contract which is to be issued by any public authority and / or any other cause whatsoever beyond the Club's control;
- “**Function**” means an Event to be held within a hospitality box, room or facility booked on a specific date or dates;
- “**Guests**” means the people who the Client invites to attend the Function;
- “**Guaranteed Minimum**” means the minimum number of Guests attending a function as set out in clause 4.
- “**Customer Order Form**” means the form which sets out the choice of various consumables that the Club offers to provide the Client during and in relation to the Function;
- “**Payment Request**” means a request issued by the Club to the Client for payment in advance of a function or event;
- “**Playing Areas**” means the main Cricket Ground and Nursery Ground at Lord’s;
- “**Provisional Booking**” means a telephone or e-mail reservation received by the Club for a Function, which is yet to become a confirmed booking;
- “**Service Supply Contract**” means the contract, signed by both parties confirming the client’s acceptance of the MCC Terms and Conditions of Trading and an estimated cost of the event; and
- “**Total Charge**” means the estimated total value of all goods and services to be supplied calculated with reference to the estimated minimum number of Guests as set out in clause 2.3.and 2.4.

2. Booking Procedure

- 2.1 The Club shall hold a Provisional Booking for a maximum of **14 days** until the Club receives written confirmation of the booking. If the booking is not confirmed within **14 days**, the Club shall cancel the Provisional Booking without further notice to the Client. The Club reserves the right to cancel the Provisional Booking at any time without any compensation
- 2.2 On receipt of written confirmation from the Client, the Club will issue a Service Supply Contract.

- 2.3 Bookings made more than three (3) months prior to the date of the Function will require payment of an initial 25% non-refundable deposit subject to the facility not being resold. The balance must be paid at least three (3) months prior to the date of the Function, in cleared funds, unless otherwise agreed by MCC.
- 2.4 If a booking is made within three (3) months of the date of the Function, full pre-payment must be received by MCC based on estimated numbers, in cleared funds, unless otherwise agreed by MCC. Any increases to the estimated numbers will be invoiced separately prior to the date of the Function.
- 2.5 All payments should must be received in cleared funds in MCC's bank account within 30 days of the date of the invoice or Payment Request issued by MCC. Failure to do so may result in cancellation of the Client's Function without further notice to the Client.
- 2.6 At time of written confirmation of booking, the Client will be required to commit to the guaranteed minimum number of guests (minimum numbers apply see Clause 4).
- 2.7 After the Function a detailed final invoice will be raised including any additional expenditure incurred on the day of the Function or as a result of late changes.
- 2.8 The Club reserves the right to charge interest at the rate of **2.5 % per month above the base rate of Barclays Bank Plc on all overdue amounts.**

3. Price

- 3.1 The Club reserves the right to change any of its prices on reasonable notice to the Client.
- 3.2 Unless otherwise stated all prices quoted are exclusive of value added tax ("VAT") which will be charged at the rate in force at the time of the issue of any invoice or Payment Request.

4. Room Capacities

- 4.1 The Club reserves the right to change any of its room capacities on reasonable notice to the Client.

5. Use of Contractors

- 5.1 The Club does not permit the use of any outside caterers by the Client or its Guests for any Function, other than those specified on the Club's official list of authorised caterers who comply with the relevant Health & Safety criteria, available from the Meeting & Events Office on request.
- 5.2 Should the Client wish to hire a performing band or live act for the Function it shall:
- 5.2.1 obtain the Club's prior written permission;
- 5.2.2 only hire a performing band or live act that has public liability insurance to the value of at least £1 million to cover any death of, injury to any of the Club's employees or any third party, or the loss of, or damage to the Club's or any third party's property resulting from the malfunction of their equipment and from their actions generally; and
- 5.2.3 indemnify the Club for any claims brought against the Club by its staff and / or a third party for breach of contract or negligence as a result of the performing band or live act's actions and performances including without limitation claims in the Industrial Tribunal.

6 Cancellation

- 6.1 In the event that the Club receives written notice cancelling the Confirmed Booking from the Client, the Client shall pay to the Club a cancellation fee calculated as follows:
- 6.1.1 if notice of cancellation is received by the Club less than 21 days prior to the commencement of the Function the **Total Charge will be payable subject to the room not being resold;**
- 6.1.2 If notice of cancellation is received by the Club between 59 days and 22 days prior to commencement of the Function **75% of The Total Charge will be payable subject to the room not being resold;**
- 6.1.3 If notice of cancellation is received by the Club between 89 days and 60 days prior to commencement of the Function **50% of The Total Charge will be payable subject to the room not being resold;**
- 6.1.4 If notice of cancellation is received by the Club 90 days or more prior to the commencement of the **Function 25% of the Total Charge will be payable subject to the room not being resold.**
- 6.2 The Club reserves the right to cancel a Confirmed Booking forthwith at any time by notice to that effect to the Client. The Club's decision to cancel in such circumstances is final. Unless there has been any breach of any of the terms of this Agreement, in the event of any cancellation by the Club, any fees paid will be returned to the Client, and the Client agrees to accept it in full settlement of all claims, costs, losses and damages that the Client might otherwise have against the Club arising from the cancellation.
- 6.3 In the event of any cancellation under this Clause 6 or Clause 12.1, any bookings or charges that the Client has made or incurred, or that the Club has made or incurred on the Client's behalf for entertainment, car hire, equipment or otherwise, shall be met by the Client.

7 Final Numbers

- 7.1 The Client must notify the Club in writing of its estimate of final numbers to the nearest 10 guests at least **14 days** before the commencement of the Function.
- 7.2 Final numbers of Guests must be provided to the Club at least four **(4) working days prior to the commencement of the Function.** If the Club does not receive the final numbers, the Client will be charged for the last number of Guests that the Club received, the guaranteed minimum or the actual number of Guests, whichever is greater.
- 7.3 The Club cannot guarantee to supply service to Guests arriving at a Function in excess of those agreed as the final number.

8 Dress Code / Conduct

- 8.1 The Client shall be responsible for ensuring that its Guests observe the relevant dress code for any Function. **The Long Room is strictly black tie for dinners and lounge suit for lunches and receptions. Gentlemen must wear a jacket and tie to enter the Pavilion.** Ladies should wear dresses; or skirts or trousers worn with blouses, and appropriate shoes. Dresses and blouses may be sleeveless. Religious, traditional or national dress, or service uniform, is permitted. However, the following items of clothing are prohibited; jeans and their close relations, leggings; jodhpur-style trousers; t-shirts; track suits; training shoes; plimsolls; flip-flop shoes; denim clothing; and overalls. The Club reserves the right to refuse entry to any Function by Guests whose attire contravenes the relevant dress code.

- 8.2 The Client shall be responsible for the orderly conduct of the Function and shall ensure that nothing shall be done which may constitute a breach of the law or in any way cause a nuisance or be an infringement of or occasion or render possible forfeiture or endorsement of any license for the sale of alcohol or for music and dancing. Failure to do so shall entitle the Club to require the offending individual(s) to leave the Function and shall constitute a breach of these Terms and Conditions of Trading.
- 8.3 The Client shall be responsible for ensuring that none of the Guests encroach on any part of the Playing Areas. Such encroachment may result in legal action being initiated by the Club.

9 Damage

- 9.1 The Client will be responsible for any damage to the property of the Club caused by it or its Guests during the Function.
- 9.2 Unreasonable amounts of clearing up after a Function shall incur a charge based upon equipment and labour costs. The minimum charge for such cleaning-up will be £100.00. Vomiting and “Party String” clearance will always incur such a charge.
- 9.3 The pitch has to be safe and secure at all times. MCC will provide stewards at each Function. However, if the Client or its Guests enter the pitch area and damage it in any way, MCC reserves the right to charge an unlimited penalty fee dependent on the damage incurred.

10 Indemnity

- 10.1 The Client shall indemnify the Club, its officers and employees against all charges, claims, damage, liabilities, proceedings, demands, fines, fees, costs or expenses (to include legal expenses on a solicitor and own client basis) including but not limited to, loss of goodwill, loss of profit and loss of opportunity suffered by the Club directly and indirectly as a result of any breach of these Terms and Conditions of Trading and / or the negligence or wilful default of the Client or any of its Guests.
- 10.2 The Club reserves the right to charge at cost any expenses incurred as a result of the Client not adhering to agreed conditions.

11 Personal Property

- 11.1 The Club does not accept responsibility for any loss of, or damage to, or destruction of vehicles, or other property howsoever caused.

12 General

- 12.1 The Club may rescind its contract with the Client if it is prevented, hindered or delayed from performing any of its obligations under the Contract by a Force Majeure Event.
- 12.2 These Terms and Conditions of Trading shall apply at all times and may only be revised or amended in writing providing written consent is given by an authorised representative of each of the parties.
- 12.3 Except as expressly provided under these Terms and Conditions of Trading, the rights and remedies contained in these Terms and Conditions of Trading are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.
- 12.4 The failure to exercise or delay in exercising a right or remedy under these Terms and Conditions of Trading shall not constitute a waiver of the right to remedy or a waiver of any other rights or remedies. No single or partial exercise of any right or remedy under these Terms and Conditions of Trading shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 12.5 Each of the provisions contained in these Terms and Conditions of Trading shall be construed as independent of every other provision, so that if any provision in these Terms and Conditions of Trading shall be determined by any Court or competent authority to be illegal, invalid and /

- or unenforceable, then such determination shall not affect any other provision of these Terms and Conditions of Trading, all of which other provisions shall remain in full force and effect.
- 12.6 These Terms and Conditions of Trading shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction to determine any dispute that may arise out of, under, or in connection with these Terms and Conditions of Trading.
- 12.7 County Cricket Club Beneficiaries will observe the traditional courtesy of seeking the agreement of the Middlesex C.C.C. Beneficiary (if applicable)
- 12.8 In respect of Functions held in the Pavilion, Clients should note that the taking of photographs or filming is usually prohibited, although consideration may be given to specific requests on merit and will require the special permission of the Chief Executive & Secretary in writing at least 14 days prior to the Function.
- 12.9 The Client shall be responsible for the conduct of the Client's Guests and the Client acknowledges, agrees and undertakes that the Client and the Client's Guests are subject to the Club's General Ground Regulations, (copies of which are displayed near the entrances to Lord's and which are also available from the Meetings & Events Office or the Lord's website at lords.org.uk), and any other rules and regulations issued by the Club from time to time.
- 12.10 MCC shall process personal information in accordance with data protection legislation. MCC will only keep personal information for as long as is necessary to administer the Function. MCC ensures that personal information is kept secure and safe. Individuals are entitled to receive a copy of personal information held by MCC on request and to correct any inaccuracies in it. Please see MCC's Privacy Notice on www.lords.org for more information.