

DEFINITIONS

- 1.1 **“Booking Confirmation”** the email issued by Middlesex confirming a Customer’s booking of the Facility, the Match Day, the Price and any other fees, together with ancillary information;
- 1.2 **“Booking Request Form”** the form to be completed by the Customer which confirming the Customer’s intention to purchase a Hospitality Experience;
- 1.3 **“Contract”** means a legally binding contract made in accordance with Clause 2.4;
- 1.4 **“Customer”** the person, company or other entity purchasing the Hospitality Experience;
- 1.5 **“Customer’s Email Address”** the email address provided by the Customer in the Booking Request Form;
- 1.6 **“Facility”** The area in which the hospitality experience is taking place
- 1.7 **“General Ground Regulations”** those general ground regulations of MCC, which can be viewed at: lords.org/groundregulations
- 1.8 **“Hospitality Experience(s)”** the Ticket and food and drinks package provided by Middlesex within a Facility
- 1.9 **“Invoice”** an invoice from Middlesex to the Customer; referred to in the Booking Confirmation, for the Price and any other fees;
- 1.10 **“Lords”** or **“Ground”** Lords Ground, London NW8 8QN;
- 1.11 **“Middlesex”** Middlesex County Cricket Club, Lords Ground, London, NW8 8QN
- 1.12 **“Match Day”** means any day of the Test Match, One-Day International or T20 which are scheduled to be played at Lord’s for which the Customer has been allocated the Facility, which is either: (i) the Provisional Match Day; or (ii) if the actual match day differs from the Provisional Match Day; the day which has been notified to the Customer by Middlesex pursuant to Clause 6.2;
- 1.13 **“Price”** the price of the Hospitality Experience, payable by the Customer in accordance with the Booking Confirmation and the Invoice;
- 1.14 **“Provisional Match Day”** (i) 02-06 June for the First Test Match, (ii) 12-16 August 2021 for the Second Test Match and (iii) 10 July 2021 for the One- Day International both of which have been provisionally scheduled to be played at Lord’s on the Match Day for which the Customer has been allocated the Facility in the Booking Confirmation;
- 1.15 **“Terms & Conditions”** these terms & conditions;
- 1.16 **“Terms & Conditions for the Sale and Allocation of Tickets”** the terms & conditions for the sale and allocation of the Tickets for all matches, which can be viewed lords.org/termsandconditions
- 1.17 **“Ticket”** a combined Ground and Facility admission ticket;

BOOKING

- 2.1 The Customer acknowledges that the availability of a Hospitality Experience is subject to availability and to these Terms & Conditions, the Terms & Conditions for the Sale and Allocation of Tickets, the General Ground Regulations and MCC’s health, safety and security rules and regulations which may be in place from time to time, including without limitation in relation to COVID-19 or any associated public health emergency, and is also conditional upon the Customer paying the Price and any other fees in accordance with the Invoice.
- 2.2 Middlesex shall send the Customer the Booking Request Form via email and a copy of these Terms & Conditions. The Customer must complete and return the Booking Request Form via email to events@middlesexccc.com within two working days of receipt of the Booking Request Form. The Customer shall ensure the Booking Request Form is complete and accurate.
- 2.3 When the Customer submits a Booking Request Form, it shall be considered provisional until the Customer receives a Booking Confirmation. For the

BOOKING CONTINUED

avoidance of doubt, the acceptance of the Booking Request Form is at the sole discretion of Middlesex and does not create binding contract between Middlesex and the Customer. Middlesex reserves the right to reject a Booking Request Form at any time and Middlesex shall have no liability to the Customer in respect of such rejection.

- 2.4 A Booking Request Form and these Terms & Conditions, will only become contractually binding as a confirmed booking when the Customer receives a Booking Confirmation and deposit invoice has been paid.
- 2.5 If the Customer proceeds to cancel a Booking, the charges detailed at Clause 11 may apply.
- 2.6 The possession, management and control of the Facility shall remain with Middlesex and Middlesex shall be entitled to enter at all times for the purpose or exercising such management and control and which at no time may be excluded from the Facility (and in exercising such rights, provided the Customer is in compliance with the Customer's obligations as set out in these Terms & Conditions, Middlesex shall cause as little disturbance and inconvenience as possible).

PAYMENT TERM

- 3.1 The Customer must pay all invoices issued in relation to the booking within 30 days of the invoice being issued.
- 3.2 If the booking is made within 6 weeks of the Match Day, the Customer must pay the Price in full and in cleared funds within 48 hours of Middlesex issuing the Booking Confirmation, unless otherwise agreed by Middlesex.
- 3.3 Middlesex will not release a Ticket unless payment has been received in full and in cleared funds.
- 3.4 All prices are exclusive of VAT (unless otherwise stated) which is payable in addition to the Price by the Customer.

UNDERTAKINGS

- 4.1 The Customer acknowledges, agrees and undertakes that:
 - 4.1.1 the Customer shall be responsible for the conduct of the Customer's guests and that the Customer and the Customer's guests are subject to these Terms & Conditions, the General Ground Regulations, the Terms & Conditions for the Sale and Allocation of Tickets and any other rules and regulations which may be in place from time to time and that the Customer and the Customer's guests shall not do or permit of suffer anything to be done which may be a nuisance or annoyance to Middlesex, its Members, staff, suppliers, contractors or licensees or any other person at Lord's on the Match Day;
 - 4.1.2 due to fire, health and safety regulations and any government guidelines or legislation as may in force from time to time, there is a maximum capacity for the Facility, and that all occupants of the Facility are required to be in possession of a Ticket to gain entry to the Facility and comply with all health, safety and security checks on admission to Lord's that MCC may impose from time to time;
 - 4.1.3 the Customer shall be responsible for all charges for additional services arranged by or on behalf of the Customer and/or the Customer's guests and any other liabilities in connection with the use of the Facility which may have been incurred by the Customer and/or the Customer's guests and shall also be responsible for any such charges or liabilities incurred but not paid for when due;
 - 4.1.4 the customer should adhere to the facility closing times and bar facility closing times as sent out with the match day itinerary.

UNDERTAKINGS

CONTINUED

- 4.1.5 any person who makes abusive or threatening comments, whether racially or sexually motivated or otherwise, or who, in any way, acts in an abusive or threatening manner, or whose presence as determined by Middlesex, in its reasonable opinion, is a source of danger, nuisance or annoyance to others, may be subject to ejection from Lord's and any other action as may be determined by Middlesex. Therefore, the Customer shall not do or permit or suffer anything to be done which may be abusive, threatening, a source of danger, nuisance or annoyance to Middlesex its Members, staff, suppliers, contractors or licensees or any other person at Lord's on the Match Day;
- 4.1.6 the Customer shall provide Middlesex with a dietary requirements list, including details of any food allergies, the name and contact number of the Customer's nominated representative, the names of the Customer's guests, and any other relevant information at least two weeks prior to the Match Day or as otherwise agreed by Middlesex. Middlesex will pass on details of any dietary requirements to its caterer. However, Middlesex does not guarantee that any of the food or drink products served at Lord's are free from nuts, wheat, lactose or any other allergens.
- 4.1.7 any property left anywhere on Middlesex's premises remains at the entire risk of the owner of the property or person leaving the same, and Middlesex accepts no liability for the theft or other loss or damage of such property.
- 4.1.8 neither the Customer or the Customer's guest shall not bring into the Facility any food or beverages which have not been supplied by Middlesex or its caterer.
- 4.1.9 the Customer and the Customer's guests are expected to maintain an acceptable standard of dress while they are in the Facility, and admittance may be refused to anyone wearing dilapidated garments of any kind. The dress requirement for the Facility is smart / casual;
- (a) Gentlemen: casual trousers or tailored shorts are acceptable, Jackets are not required, but shirts with collars, or polo shorts should be worn.
- (b) Ladies: dresses; or skirts, trousers or shorts worn with blouses or smart tops which may be sleeveless. Bare feet, bare torsos or bare midriffs are not permitted under any circumstances.
- 4.2 The Customer acknowledges that the Customer has entered into the above agreements and undertakings for the Customer and each of the Customer's guests, and will procure the performance of the same by each of the Customers guests.
- 4.3 Any person who fails to comply with Clause 4.1.1, Clause 4.1.5, Clause 4.1.8 or Clause 4.1.9 may be refused admittance or ejected from Lord's.

CONDITIONS OF USE

- 5.1 The Customer hereby agrees that:
- 5.1.1 the Hospitality Experience shall be available for use in accordance with these Terms & Conditions for the purpose of spectating at the cricket match scheduled to be played, and entertainment of guests, on the Match Day between such times as shall be stipulated by the rules and regulations governing admission to Lord's issued by Middlesex from time to time;
- 5.1.2 Middlesex shall not be liable for any injury whatsoever to the Customer or the Customer's guests, nor for any loss or damage to or theft of their respective property howsoever such injury, loss of damage may be caused, and that the Customer shall indemnify Middlesex in respect

CONDITIONS OF USE

CONTINUED

of any liability for any such loss or damage that Middlesex does not hereby seek to exclude liability for death or personal injury caused by its negligence;

- 5.1.3 Middlesex does not make or give, and no staff or official of Middlesex has any authority to make or give, any such representation, condition or warranty regarding the amount of play occurring on the Match Day and in relation to the Facility, and any such representation, condition or warranty is hereby excluded;
- 5.1.4 Middlesex’s total liability under, or in connection with, this Contract, whether in contract, tort (including negligence) or otherwise, shall be to use reasonable endeavours to make alternative arrangements or providing alternative hospitality facilities at Lord’s or refunding the Customer the Price.

MATCH DAY

- 6.1 The Customer acknowledges that the Provisional Match Day is subject to change at any time following issue of the Booking Confirmation.
- 6.2 If the Match Day is to differ from the Provisional Match Day, Middlesex shall notify the Customer by email to the Customer’s Email Address and via Middlesex’s website as soon as reasonably practicable of the new date of the Match Day (“Match Day Notice”)
- 6.3 If the Customer can no longer attend the Match Day, the Customer shall have the right to cancel the Contract by email to Middlesex at: events@middlesexccc.com within 14 days following Middlesex issuing the Match Day Notice.
- 6.4 In the event the Customer cancels the Contract in accordance with Clause 6.3, Middlesex shall have no liability or obligation to the Customer arising out of such cancellation save for providing a refund as set out below.

CANCELLATION NOTICE

REFUND

Within 14 days following Middlesex issuing the Match Day Notice

100% of the Price

Middlesex will refund the Customer within 30 days following the receipt of the Customer’s cancellation notice under Clause 6.3.

- 6.5 If the Customer fails to notify Middlesex within the time specified in Clause 6.3, the Customer shall be deemed to have accepted the new date of the Match Day.
- 6.6 For the avoidance of doubt, in the event that the Contract is cancelled in accordance with Clause 6.3, Middlesex shall be entitled to reallocate the Hospitality Experience to a third party.

TICKETS

- 7.1 Subject to Clause 2.4, Middlesex shall send to the Customer prior to the Match Day, Tickets for each guest in accordance with the details as notified by the Customer.
- 7.2 The Customer shall be responsible for distributing the Tickets to the Customer’s guests. No person will be admitted to the Facility without a Ticket. No liability is accepted by Middlesex in the event that the Customer’s guests are denied entry to the Facility or any other part of Lord’s as a result of the Customer’s or any guest’s failure to comply with this Contract.
- 7.3 Hospitality Experience(s) must not be re-sold or transferred and must not, under any circumstances, be auctioned, offered for sale or re-sale in any manner whatsoever or used in contravention of these Terms & Conditions.
- 7.4 Hospitality Experience(s) are personal to the Customer who purchased the

TICKETS

CONTINUED

- Hospitality Experience(s) and may only be used by the individuals identified and named as guests for such a Hospitality Experience(s).
- 7.5 A holder of a Hospitality Experience shall not purvey, advertise, auction or otherwise offer for sale, or use as a competition prize, the ticket or tickets allocated to that person without the prior written permission of Middlesex's Chief Executive & Secretary.
- 7.6 Hospitality Experience(s) may not be used in any manner that would constitute a breach of applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. If Middlesex reasonably suspects such use the Hospitality Experience(s) shall be null and void and Middlesex shall be entitled to refuse entry to the Customer and the Customer's guests without any further liability to the Customer and the Customer's guests.
- 7.7 Any Hospitality Experience(s) acquired in breach of any of the provisions within this Clause 07 shall be null and void. Middlesex shall be entitled to confiscate or invalidate any Hospitality Experience(s) or Ground admission tickets or Facility passes which are offered for sale or acquired in contravention of these Rules and Regulations without any further liability to the Customer and the Customer's guests.

PLAY

- 8.0 The Customer acknowledges and agrees that play is not guaranteed on a Match Day.

REFUNDS

- 9.1 Unless expressly stated within these Terms & Conditions, under no circumstances will any refund be made in respect of the Price.
- 9.2 If a refund scheme in respect of the ground admission element of the Ticket applies, then this will be made in accordance with the Terms & Conditions for the Sale and Allocation of Tickets.

ADVERSE WEATHER DURING A MATCH DAY AND EARLY COMPLETION ON THE FOURTH DAY OF THE TEST MATCH

- 10.1 If a Match Day is abandoned for adverse weather and/or the match is completed before its scheduled conclusion on a Match Day, the Facility may be used for the entertainment of guests. In the case of abandonment, the Facility must be vacated, one hour after the end of the scheduled tea interval, or as otherwise instructed by Middlesex. If a Match Day is interrupted due to adverse weather or the match is completed before its scheduled conclusion, the provisions of Clause 9.2 may apply.
- 10.2 With respect to the fourth day of the Test Match, a refund scheme shall operate as follows:

CIRCUMSTANCES

REFUND

No play because the Test Match has been completed before the scheduled conclusion of a match

If less than 25 overs are played due to the early conclusion of the match

A partial refund of the Price* which shall be calculated by Middlesex, acting reasonably in its sole and absolute discretion.

A partial refund of the Price* which shall be calculated by Middlesex, acting reasonably, in its sole and absolute discretion.

*Any refund of the Price under that Clause 10.2 shall take into account any refund scheme in respect of the ground admission element of the Ticket under the Terms & Conditions for the Sale and Allocation of Tickets. Middlesex will refund the Customer within 30 days following the conclusion of the match.

ADVERSE WEATHER DURING A MATCH DAY AND EARLY COMPLETION ON THE FOURTH DAY OF THE TEST MATCH
CONTINUED

- 10.3 Adverse weather during a T20 match. The Facility will remain open for the entertainment of guests. If a refund scheme in respect of the ground admission element of the Ticket applies, then this will be made in accordance with the Terms & Conditions for the Sale and Allocation of Tickets.

CANCELLATION BY THE LICENSEE

- 11.1 In the event Clause 6.3 does not apply, if, for unavoidable reasons, the Customer wishes to cancel the Contract prior to the Match Day, the Customer must notify by e-mail to Middlesex at: events@middlesexccc.com. Subject to Clause 11.2, the following refunds may apply:

CANCELLATION NOTICE	REFUND
More than 12 weeks prior to the Match Day	50% of the Price*
Less than 12 weeks prior to the Match Day	No refund

*Any refund of the Price under this Clause 11 shall take into account any refund scheme in respect of the ground admission element of the Ticket under the Terms & Conditions for the Sale and Allocation of Tickets.

EVENTS OUTSIDE MIDDLESEX'S CONTROL

- 12.1 Middlesex will not be liable for any failure (whether complete or partial) or delay in relation to the performance of its obligations under these Terms & Conditions where the failure or delay arises from an event beyond its control.
- 12.2 If Clause 12.1 applies, Middlesex will use its reasonable endeavours to provide alternative arrangements or provide alternative hospitality facilities at Lord's, subject always to availability.
- 12.3 The Customer acknowledge that, as at the date of the Booking Confirmation, there is a COVID-19 pandemic which may have an adverse effect on the ability of Middlesex to perform its obligations under these Terms & Conditions, in circumstances which are outside Middlesex's control. Reference to COVID-19 for these purposes includes reference to:
- (i) COVID-19, any associated public health emergency, and any other similar pandemic, epidemic, virus or other disease which affects the population of the UK generally preceding the Match Day; or
 - (ii) any legislation, regulation or government notice or guidance with which Middlesex is required or recommended by the government or any relevant regulatory body to comply in respect of COVID-19 or other virus or disease.

If, as a result of COVID-19 and in circumstance which are outside the control of Middlesex, the performance by Middlesex of any of its obligations under these Terms & Conditions are (or is likely to be) prevented, inhibited or delayed, then this Clause 12 will apply to the circumstances concerned, notwithstanding that the Customer was aware at the date of the Booking Confirmation that the adverse effect due to COVID-19 was a circumstance that might arise after the date of the Booking Confirmation and therefore the Contract entered into.

**EVENTS OUTSIDE
MIDDLESEX'S
CONTROL**
CONTINUED

- 12.4 As a result, the Customer acknowledges the following may apply:
- (i) a local, regional, national or international outbreak of COVID-19, any associated public health emergency and any other similar pandemic, epidemic, virus or other disease or a fear of the foregoing (including as a result of government regulation and prevention measures), may result in the cancellation of a match scheduled to be played on a Match Day or Middlesex is unable to admit spectators ("COVID Event"); and
 - (ii) a Match Day could be disrupted by the imposition of restrictions on the number of spectators attending the Match Day as a result of a government regulation or prevention measure ("COVID Restriction").
- 12.5 Middlesex may cancel the Contract at any time due to a COVID Event by giving notice to the Customer's Email Address. Middlesex shall have no liability or obligation to the Customer arising out of such cancellation save for providing a refund as set out below:

**CANCELLATION NOTICE DUE
TO A COVID EVENT**

REFUND

Cancellation at any time prior to the Match Day	100% of the Price*
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*Any refund of the Price due under Clause 12.5 shall take into account any refund scheme in respect of the ground admission element of the Ticket under the Terms & Conditions for the Sale and Allocation of Tickets.

- 12.6 Middlesex at any time may vary the maximum number of guests normally permitted within the Facility due to a COVID Restriction. If there is a COVID Restriction, Middlesex shall notify the Customer by giving notice to the Customer's Email Address as soon as reasonably practicable. Middlesex shall have no liability or obligation to the Customer arising out of such variation save for providing a refund as set out below:

NUMBER OF GUESTS PERMITTED

REFUND

Fewer than the number of guests normally permitted within the Facility on the Match Day	A partial refund of the Price* which shall be calculated by Middlesex, acting reasonably, in its sole and absolute discretion.
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*Any refund or the Price due under Clause 12.6 shall take into account any refund scheme in respect of the ground admission element of the Ticket under the Terms & Conditions for the Sale and Allocation of Tickets.

- 12.7 In the event that a COVID Restriction applies, the Customer shall inform Middlesex by email to: events@middlesexccc.com within seven days of receiving Middlesex's notification under Clause 12.6, whether it accepts Middlesex's variation.
- 12.8 If the Customer does not accept Middlesex's variation, the Customer has the option to exercise Clause 11 and the cancellation charges detailed Clause 11 may apply accordingly, unless agreed otherwise by Middlesex in its sole and absolute discretion.
- 12.9 If the Customer fails to notify Middlesex within the time specified in Clause 12.7, the Customer shall be deemed to have accepted that variation made by Middlesex.
- 12.10 Middlesex will refund the Customer within 30 days following the Match Day if the Contract is cancelled due to a COVID Event or varied due to a COVID Restriction.

TERMINATION BY MIDDLESEX DUE TO INSOLVENCY OR NON-PAYMENT

- 13.1 The Contract may be terminated by Middlesex forthwith by notice in writing to the Customer, if the Customer shall go into liquidation or have a receiver, administrative receiver, manager or administrator appointed or shall enter into any composition or arrangement with creditors (other than pursuant to a solvent reorganization) or, if a person, shall become otherwise insolvent or go bankrupt, and any payments due shall become immediately payable to Middlesex.
- 13.2 If the Customer fails to make payment in accordance with Clause 03, the Contract may be terminated by Middlesex with immediate effect by giving notice to the Customer and Middlesex shall be entitled to resell the Hospitality Experience to a replacement customer without further notice to the Customer.
- 13.3 In the event Middlesex terminates the Licence pursuant to Clause 13.1, Middlesex shall be entitled to retain the Price.

EFFECT OF TERMINATION OF EXPIRY

- 14.1 Upon termination of the Contract pursuant to Clause 13.1 or upon the end of the Match Day, any amounts payable by the Customer to Middlesex shall become immediately due and payable.
- 14.2 Any termination or expiry of the Contract shall be without prejudice to any other rights or remedies to which Middlesex may be entitled under these Terms & Conditions as a result of or in relation any breach or other event which gives rise to such termination, and shall not affect any other accrued rights or liabilities of Middlesex as at the date of termination or expiry.

PARKING

- 15 This contract shall not include the provision of car parking facilities by Middlesex.

NOTICES

- 16.1 Save for a notice served under Clause 16.2, any notice required to be given hereunder shall be in writing and shall be served by email to Middlesex to: events@middlesexccc.com and the Customer's Email Address or such other address as the Customer has specified to Middlesex on at least 10 days' notice.
- 16.2 A notice given under these Terms & Conditions in relation to cancellation, termination or arising out of default shall only be validly served if sent by email and a copy of such notice shall also be sent by pre-paid first class recorded delivery post (with proof of postage). For the avoidance of doubt, a notice given under these Terms & Conditions in relation to cancellation, termination or arising out of default shall not be validly served if only sent by email. The address for service for Middlesex shall be: FAO Events Department, Middlesex Office, Lords Ground, London NW8 8QN and the address for service for the Customer shall be the postal address registered by the Customer as part of their online account with Middlesex or such other address as the Customer has specified to Middlesex on at least 10 days' notice.
- 16.3 Any notice or communication given or made under these Terms & Conditions shall be deemed to have been received at the time of transmission (unless the sender receives an "out of office" notification and/or a notification that such email has not been successfully delivered), or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours mean Monday to Friday 9.00am – 5.00pm on a day that is not a public holiday in the place of receipt.

GENERAL

- 17.1 The Contract is strictly non-transferable. The Customer may not, under any circumstance or on any occasion, advertise, sub-license, hire or offer for hire the Facility for the use of any other person, company, or other entity, whether or not in return for payment, or permit any other person, company or other entity to do so.

GENERAL
CONTINUED

- 17.2 The Booking Confirmation, these Terms & Conditions, Terms & Conditions for the Sale and Allocation of Tickets and the General Ground Regulations constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurance, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Booking Confirmation and/or these Terms & Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Booking Confirmation and/or these Terms & Conditions. No variation of the Booking Confirmation, these Terms & Conditions, Terms & Conditions for the Sale and Allocation of Tickets and the General Ground Regulations shall be effective unless it is in writing and signed by Middlesex and the Customer.
- 17.3 If any provision within these Terms & Conditions are found by any competent authority or a court of law to be invalid or unenforceable to any reason, the invalidity or unenforceability of that provision will not affect the validity or enforceability of the remained of these Terms & Conditions and the Contract shall continue in full force and effect.
- 17.4 No failure of delay by a party to exercise 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 of partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 Middlesex will hold personal information relating to the Customer and the Customer's guests for the purpose of administering the Contract. Middlesex will keep a copy of such personal information for no longer than I necessary to administer the Contract. Individuals are entitled to receive a copy of their personal information held by Middlesex on request and to correct any inaccuracies in it. Please see Middlesex's Privacy Notice at ...(its on our website somewhere – if you can't find it check with Fletch)
- 17.6 These Terms & Conditions do not affect a person's statutory rights as a consumer.
- 17.7 It is agreed and acknowledged that Middlesex shall have the benefit or and be entitled to enforce all the provisions of these Terms & Conditions against the Customer and notwithstanding that they may not be a party to the Contract, any person allocated a Ticket by the Customer. Save as provided in this Clause 17.7, no third party shall have any right to enforce any of these Terms & Conditions under the Contracts (Rights or Third Parties) Act 1999.
- 17.8 The Contract and these Terms & Conditions shall be governed by English law and subject to the exclusive jurisdiction of the English courts.