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# Terms & Conditions for the Daily Licence of Private Suites at Lord's Cricket Ground 2020

October 2019

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Marylebone Cricket Club  
Lord's  
London NW8 8QN



**LORD'S**  
THE HOME OF CRICKET

## 01 | Definitions

1.1 "Allocation Letter" means the letter from the Club to the Licensee confirming the allocation of the Private Suite, the Match Day, the Licence Fee, the Catering Deposit and any other fees, together with ancillary information;

1.2 "Authorised Caterers" means the caterers appointed or employed directly by the Club from time to time to provide catering services in the Private Suite;

1.3 "Catering Deposit" means the catering deposit payable by the Licensee in accordance with the Allocation Letter and the Invoice;

1.4 "Club" means Marylebone Cricket Club of Lord's, London NW8 8QN;

1.5 "Invoice" means the Club's invoice to the Licensee, referred to in the Allocation Letter, for the Licence Fee, the Catering Deposit and any other fees;

1.6 "Licence" means the permission to use the Private Suite granted to the Licensee in Clause 2 below;

1.7 "Licensee" means the person, company or other entity to whom the Private Suite is allocated in the Allocation Letter;

1.8 "Licence Fee" means the fee for the use of the Private Suite, which shall include the cost of the combined Ground and Private Suite admission tickets, payable by the Licensee in accordance with the Allocation Letter and the Invoice;

1.9 "Lord's" means Lord's Cricket Ground, London NW8 8QN;

1.10 "Match Day" means the cricket match or part of a cricket match scheduled to be played at Lord's for which the Licensee has been allocated the Private Suite in the Allocation Letter; and

1.11 "Private Suite" means the Private Suite which the Licensee has been allocated as stated in the Allocation Letter.

## 02 | Licence

2.1 Subject to Clause 2.2, in consideration of the payment by the Licensee to the Club of the Licence Fee, the Catering Deposit and any other fees in accordance with the Allocation Letter and the Invoice, the Club:

2.1.1 grants to the Licensee permission to use the Private Suite for the purposes of spectating at the cricket match scheduled to be played, and the entertainment of guests on the Match Day; and

## 02 | Licence continued

2.1.2 shall make available to the Licensee, the number of combined Ground and Private Suite admission tickets entitling the bearers entry to the Private Suite on the Match Day as specified in the Allocation Letter.

2.2 The permission to use the Private Suite in Clause 2.1 is subject to these terms and conditions and is also conditional upon the Licensee paying the Licence Fee, the Catering Deposit and any other fees in accordance with the Allocation Letter and the Invoice.

2.3 The possession, management and control of the Private Suite shall remain vested in the Club, which shall be entitled as of right to enter at all times for the purpose of exercising such management and control and which at no time may be excluded from the Private Suite (and in exercising such rights, provided the Licensee is in compliance with the Licensee's obligations as set out in these terms and conditions, the Club shall cause as little disturbance and inconvenience as possible).

## 03 | Undertakings

3.1 The Licensee acknowledges, agrees and undertakes that:

3.1.1 the Licensee shall pay to the Club the Invoice within the time period stated on the Invoice, and likewise any subsequent invoices. In addition to other rights and remedies available to the Club, any overdue payments by the Licensee shall bear interest at the rate of 4% above the base lending rate from time to time of the Bank of England from the due date of payment until the date of actual payment;

3.1.2 the Licensee shall be responsible for the conduct of the Licensee's guests and that the Licensee and the Licensee'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 Club's Hospitality Office), and any other rules and regulations issued by the Club from time to time, and that the Licensee shall not do or permit or suffer anything to be done which may be a nuisance or annoyance to the Club or its other licensees or any other person at Lord's on the Match Day;

3.1.3 due to fire, health and safety regulations, there is a maximum capacity for the Private Suite (18 for a Private Suite), and that all occupants of the Private Suite are required to be in possession of the combined Ground and Private Suite admission ticket to gain entry to the Private Suite and comply with all safety and security checks on admission to Lord's that the Club may impose from time to time.

3.1.4 the Licensee shall be responsible for all charges for catering services arranged by or on behalf of the Licensee and/or the Licensee's

## 03 | Undertakings

continued

guests and any other liabilities in connection with the use of the Private Suite which may have been incurred by the Licensee and/or the Licensee's guests and shall also be responsible for any such charges or liabilities incurred but not paid for when due;

3.1.5 the Licensee shall not alter the decorations, fixtures, fittings and furnishings of the Private Suite;

3.1.6 the Licensee, as soon as reasonably practicable, at the Licensee's own expense, shall make good any damage to the Private Suite, its decoration, fixtures, fittings and furnishings caused by the Licensee or the Licensee's guests (fair wear and tear excepted) on the Match Day, failing which the Club may make good any such damage and the reasonable expense of so doing shall be paid by the Licensee to the Club within seven days of written demand;

3.1.7 the Licensee shall not use the Private Suite nor any display panel on the outwards facing surface of the railings on the balcony for banners or advertising material of any kind;

3.1.8 the Private Suite must be vacated no later than 30 minutes after the close of play. If the day's play is abandoned, the Private Suite must be vacated no later than one hour after the announcement of such abandonment, or one hour after the end of the scheduled tea interval, whichever is later or as otherwise instructed by the Club. Bar facilities will close no later than half an hour after the close of play, or in case of abandonment 30 minutes after the announcement of such abandonment or the end of the scheduled tea interval, whichever is later or as otherwise determined by the Club; and

3.1.9 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 the Club, in its reasonable opinion, is a source of danger, nuisance or annoyance to others, may be subject to ejection from Lord's and any such other action as may be determined by the Club. Therefore, the Licensee shall not do or permit or suffer anything to be done which may be abusive, threatening, a source of danger, nuisance or annoyance to the Club, the Club's officers, employees, casual workers, volunteers, agents or a sub-contractors or the Club's other licensees, or any other person at Lord's on the Match Day.

3.2 Subject to Clauses 3.1 and 4.1.3, the Club shall maintain the Private Suite in a state reasonably fit for the purposes contemplated in these terms and conditions.

3.3 The Licensee acknowledges that he or she has entered into the above acknowledgements, agreements and undertakings for himself or herself and each of his or her guests, and will procure the performance of the same by each of his or her guests.

## 04 | Conditions of Use

4.1 The Licensee hereby agrees that:

4.1.1 the Private Suite shall be available for use in accordance with these terms and conditions for the purposes 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 the Club from time to time;

4.1.2 the Club shall not be liable for any injury whatsoever to the Licensee or the Licensee's guests nor for any loss or damage to or theft of their respective property howsoever such injury loss or damage may be caused, and that the Licensee shall indemnify the Club in respect of any liability for any such loss or damage SAVE THAT the Club does not hereby seek to exclude liability for death or personal injury caused by its negligence;

4.1.3 The Club shall not be liable for any failure from time to time to comply with its obligations in these terms and conditions if such failure is caused wholly or partly by fire, flood, strike, industrial dispute, war, hostilities, sabotage, acts of terrorism, riot, civil commotion, law or regulation or order or direction of any official association, institution, court or authority (whether official or not having the force of law), intervention of any third party, Act of God, death of a member of the Royal Family of the United Kingdom, force majeure, or any cause whatsoever beyond the control of the Club;

4.1.4 The Club does not make or give, and no employee 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, or subject to Clause 3.2, in relation to the Private Suite, and any such representation, condition or warranty is hereby excluded; and

4.1.5 The Club's total liability under, or in connection with this Contract, whether in contract, tort (including negligence) or otherwise, will not exceed the Licence Fee paid by the Licensee as at the date such liability arose.

## 05 | Catering

5.1 The Licensee shall not employ the services of any caterer other than the Authorised Caterers and shall not bring into the Private Suite any food or beverages (whether alcoholic or otherwise) which have not been supplied by the Authorised Caterer.

5.2 All catering arrangements shall be made directly between the Licensee and the Authorised Caterers via the Club's Hospitality Office.

## 05 | Catering

continued

5.3 The Licensee shall ensure that all catering orders are received by the Club's Hospitality Office no later than 14 calendar days prior to the date of the Match Day.

5.4 The Licensee agrees to pay any additional charges incurred on the Match Day, which are not covered by the Catering Deposit, immediately upon receipt of an appropriate invoice from the Club.

5.5 Subject to Clause 6.11, if the Licensee cancels a catering order, the following catering charges shall apply:

- (i) less than 14 calendar days prior to the Match Day: 100%
- (ii) 14-56 calendar days prior to the Match Day: 50%; and
- (iii) more than 56 calendar days prior to the Match Day: full refund,

and in the event that the Licensee cancels an order that the Club has made on the Licensee's behalf for additional services, for example, but without limitation, flowers, the Licensee shall meet all third party cancellation charges.

## 06 | Play, Cancellation by the Licensee and Refunds

6.1 The Licensee acknowledges and agrees that play is not guaranteed on the Match Day. If the match is abandoned or completed on a previous day, the Private Suite may be used for the entertainment of guests up to one hour after the announcement of the abandonment, or one hour after the end of the scheduled tea interval, whichever is later or as otherwise instructed by the Club.

6.2 Subject to the exceptions in Clauses 5.5 above and/or in 6.3 below, under no circumstances will the Licensee be entitled to any refunds of pre-ordered catering or any other additional services. These will be available to the Licensee and the Licensee's guests on the day for which they have been ordered in accordance with Clauses 6.1 above.

### Test Match

6.3 The Licensee shall only be entitled to a refund in respect of the combined Ground and Private Suite admission ticket element of the Licence Fee on the first, second or third day of a Test Match as follows:

- (i) no play because the match has been completed – a full refund that part of the Licence Fee comprising of the combined Ground and Private Suite admission ticket element only;

## 06 | Play, Cancellation by the Licensee and Refunds

continued

- (ii) 15 overs or less because of weather conditions or completion of match – a full refund of that part of the Licence Fee comprising of the combined Ground and Private Suite admission ticket element only; or
- (iii) 15.1 overs to 29.5 overs because of weather conditions or completion of the match – a 50% refund of that part of the Licence Fee comprising of the combined Ground Private Suite admission ticket element only.

6.4 With respect to the fourth day of a Test Match, a refund scheme shall operate as follows:

- (i) if there is no play because the match has been completed, on request, the Club will issue a full refund of the Licence Fee to the Licensee; or
- (ii) if less than 25 overs are played due to the early conclusion of the match, on request, the Club will issue a 50% refund of the Licence Fee to the Licensee; or
- (iii) 15 overs or less because of weather conditions – a full refund of that part of the Licence Fee comprising of the combined Ground and Private Suite admission ticket element only; or
- (iv) 15.1 overs to 29.5 overs because of weather conditions – a 50% refund of that part of the Licence Fee comprising of the combined Ground Private Suite admission ticket element only.

6.5 Notwithstanding there being no play on the fourth day of a Test Match due to an early conclusion of a Test Match, the Licensee shall be entitled to use the Private Suite as normal. In the alternative, if within one hour of the end of the Test Match, the Licensee requests that the Club cancel the pre-ordered catering, the Club will do so and issue a 50% refund of the pre-ordered catering to the Licensee.

6.6 Subject to these Terms and Conditions, if the Licensee has been granted a Licence for a Private Suite for the fourth day of a Test Match, the Licensee shall also be entitled to use the Private Suite, free of charge, for the fifth day of that Test Match should play extend to the fifth day.

### **One-Day International Match**

6.7 With respect to a One-Day International match, the Licensee may be eligible for a refund in respect of the combined Ground and Private Suite admission ticket if the amount of play is limited to the following numbers of overs with no result being achieved, during the number of days set aside for the completion of the match:

## 06 | Play, Cancellation by the Licensee and Refunds

continued

- (i) 15 overs or less because of weather conditions or completion of match – a full refund of that part of the Licence Fee comprising of the combined Ground and Private Suite admission ticket element only; or
- (ii) 15.1 overs to 29.5 overs or less 50% because of weather conditions or completion of the match – a 50% refund of that part of the Licence Fee comprising of the combined Ground Private Suite admission ticket element only.

### Twenty20 Matches

6.8 With respect to Twenty20 matches if, owing to adverse weather conditions at Lord's over the full period of time allocated for the completion of these matches, play does not take place or is restricted with no result being achieved within the following overs, a Licensee may claim a refund of the combined Ground and Private Suite admission ticket element subject to there being:

- (i) 9.5 overs or less - a full refund of that part of the Licence Fee comprising of the combined Ground and Private Suite admission ticket element only.

6.9 For matches other than referred to in Clauses 6.3 to 6.8 (inclusive) if, owing to adverse weather conditions at Lord's over the full period of time allocated for the completion of these matches, play does not take place or is restricted with no result being achieved, no refund of the combined Ground and Private Suite admission ticket element will apply, unless otherwise agreed by the Club.

6.10 If, for unavoidable reasons, the Licensee wishes to terminate the Licence prior to the Match Day for which the Private Suite has been allocated, the Licensee must notify the Club in writing. The following refunds will apply, the numbers of days between receipt of such notice by the Club and the Match Day for which the Private Suite has been allocated being used to calculate any refunds that may be due:

6.10.1 Match Days which are days of Test Matches, One-Day Internationals and Twenty20 matches:

- (i) more than 60 calendar days: 50% of the Licence Fee;
- (ii) 41-60 calendar days: 25% of the Licence Fee;
- (iii) 40 calendar days or less: no refund.



## 06 | Play, Cancellation by the Licensee and Refunds

continued

6.10.2 Subject to Clause 6.11, Match Days other than those matches referred to in Clause 6.10.1:

- (i) more than 21 calendar days: 50% of the Licence Fee;
- (ii) 15-21 calendar days: 25% of the Licence Fee;
- (iii) 14 calendar days or less: no refund.

6.11 If the Match Day is a day on which any part of any memorial, charitable or disaster fund cricket match is scheduled to be played at Lord's, under no circumstances whatsoever will the Licensee be entitled to any refunds, whether of the Licence Fee, the Catering Deposit, pre-ordered catering or additional services or howsoever likewise. On such Match Days, all such fees and orders must be paid in full.

## 07 | Termination by the Club

7.1 The Licence may be terminated by the Club forthwith by notice in writing to the Licensee if the Licensee 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 reorganisation) or, if a person, shall become otherwise insolvent or go bankrupt, and any payments due shall become immediately payable to the Club.

7.2 For the avoidance of doubt, if the Licensee shall not have paid the Licence Fee or the Catering Deposit or any other fees in accordance with the Allocation Letter and the Invoice, the Licence will not have become effective and the Club shall be entitled to re-allocate the Private Suite without further notice to the Licensee.

## 08 | Effect of Termination or Expiry

Upon termination of the Licence pursuant to Clause 7 or upon the end of the Match Day, any amounts payable by the Licensee to the Club or the Authorised Caterers shall become immediately due and payable.

## 09 | Non-assignment

The Licence for the Private Suite is strictly non-transferable. The Licensee may not, under any circumstances or on any occasion, advertise, sub-license, hire or offer for hire the Private Suite for the use of any other person or company, whether or not in return for payment, or permit any other person or company to do so.

## 10 | Car Parking

The Licence for the Private Suite shall not include the provision of car parking facilities by the Club.

## 11 | Notices

Any notice required to be given hereunder shall be in writing and shall be served by sending it by pre-paid first class post, or electronic communication, or by delivering the same by hand, to the address or email address of the relevant party as set out on the application form for the Private Suite. Any notice sent by post shall be deemed to have been served 48 hours after despatch and in the case of electronic communication, 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). In proving service, it will be sufficient to prove in the case of a letter sent by post, that such letter was properly stamped, addressed and placed in the post, in the case of a letter delivered by hand, that it was actually delivered to or left at the address in question and, in the case of electronic communication, that it was duly sent to a current email address of the addressee. For the avoidance of doubt, a notice in relation to termination shall not be validly served if sent by electronic communication.

## 12 | Law

The Licence shall be governed by English law and subject to the exclusive jurisdiction of the English courts.

As a consumer, the Licensee will benefit from any mandatory provisions of the law of the country in which the Licensee is a resident. Nothing in these terms and conditions, including this Clause 12, affects the Licensee's rights as a consumer to rely on such mandatory provisions of local law.

## 13 | Data Protection

The Club will hold the personal information relating to the Licensee and the Licensee's guests for the purposes of administering the booking for the Licence of a Private Suite. The Club will keep a copy of such personal information for no longer than is necessary to administer the booking for the Licence of a Private Suite. Individuals are entitled to receive a copy of their personal information held by the Club on request and to correct any inaccuracies in it. Please see the Club's Privacy Notice on [www.lords.org](http://www.lords.org) for more information.