

**TERMS & CONDITIONS FOR ACTIVITIES
WITHIN THE INDOOR CRICKET CENTRE**

1. DEFINITIONS

In these Terms & Conditions (except where a different interpretation is necessary in the context) the words and expressions set out below shall have the following meanings:

- 1.1 **Activity:** the activity taking place within the ICC for the time, date and duration as detailed on the Platform, including but without limitation (i) net hire; (ii) junior and adult cricket courses; (iii) one-to-one/small group cricket coaching; (iv) indoor games; (v) birthday parties; (vi) analysis sessions; (vii) club and team coaching; (viii) corporate days; and (ix) cricket initiation sessions;
- 1.2 **Booking:** a booking for an Activity made in accordance with Clause 2;
- 1.3 **Charges:** the charges the Customer has agreed to pay MCC for the Activity as detailed on the Platform;
- 1.4 **Code of Conduct:** the player behaviour model requirements set out at Annexure A;
- 1.5 **Customer:** any person making a Booking pursuant to these Terms & Conditions;
- 1.6 **ECB:** the England and Wales Cricket Board Limited, the national governing body of cricket in England and Wales, and any successor organisation;
- 1.7 **ECB Anti-Discrimination Code:** the ECB's Anti-Discrimination Code (available [here](#)), as updated from time to time;
- 1.8 **England Team:** the senior England men's or women's international cricket team (as selected and notified by the ECB from time to time);
- 1.9 **Exclusion Days:** those days for which an Activity is unavailable to be booked as detailed on the Platform from time to time, and which may include without limitation (a) days of Major Matches, including preparation days; (b) large event days; (c) days of other matches; and/or (d) the period in which Lord's is closed for Christmas;
- 1.10 **Ground Regulations:** those ground regulations of the Client from time to time, and which can be viewed at: <https://www.lords.org/information/general-ground-regulations> and such other health, safety and security rules and regulations which may be in place from time to time for the operation of Lord's, including in relation to any public health emergency.
- 1.11 **Hundred Match(es):** both men's and women's matches played in a "100-ball" per innings format, which are scheduled to be played as part of the Hundred competition;
- 1.12 **ICC:** the Indoor Cricket Centre at Lord's;
- 1.13 **International Twenty20(s):** a twenty (20) overs per innings cricket match between the England Team and a Touring Team and recognised as having "Twenty20" international status by the International Cricket Council;
- 1.14 **Lord's:** Lord's Ground, London NW8 8QN;
- 1.15 **Major Match(es):** any of the following cricket matches scheduled to be played at Lord's: Test Matches, ODIs, International Twenty20s, Twenty20 Cup Matches, Hundred Matches; any other scheduled match designated as a Major Match by the MCC Committee, to be held at Lord's during any cricket season;
- 1.16 **MCC:** Marylebone Cricket Club, incorporated by Royal Charter under number RC000862 of Lord's Ground, London NW8 8QN;
- 1.17 **ODI(s):** a fifty (50) overs per innings cricket match between the England Team and a Touring Team and recognised as having one-day international status by the International Cricket Council;
- 1.18 **Participant:** any person taking part in or watching the Activity booked by the Customer;
- 1.19 **person:** shall be deemed to include any individual, club, company, corporation or other

entity;

- 1.20 **Platform:** MCC's platform at: <https://academy.lords.org/lanes/search.htm?venueId=199>;
- 1.21 **Start Time:** the starting time for the Activity as detailed on the Platform;
- 1.22 **Terms & Conditions:** these terms & conditions;
- 1.23 **Test Match(es):** a cricket match scheduled to last five (5) days between the England Team and a Touring Team and recognised as a "Test Match" by the International Cricket Council;
- 1.24 **Touring Team:** an overseas men's or women's international cricket team; and
- 1.25 **Twenty20 Cup Matches:** a domestic cup match limited to twenty (20) overs per innings.

2 BOOKING AND PAYMENT TERMS

- 2.1 The Customer acknowledges that an Activity is offered on a first come, first served basis subject to availability and to these Terms & Conditions, the Ground Regulations and MCC's health, safety and security rules and regulations which may be in place from time to time.
- 2.2 Bookings must be made online via the Platform or via telephone on 0207 616 8612 and the Customer must pay the Charges in full and cleared funds at the time of making the Booking. MCC accepts all major debit and credit cards for payment of the Charges.
- 2.3 Customers who have successfully booked an Activity will receive confirmation by email to the email address provided by the Customer as part of the Booking process (**Confirmation Email**). At this point a legally binding contract will be in place between MCC and the Customer.
- 2.4 If a Customer makes a Booking on behalf of a third party, the Customer shall be deemed to be acting with authority of the person for whom the Customer is making the Booking for and for the avoidance of doubt this includes acting with authority of the person to agree to these Terms & Conditions.
- 2.5 Any Customers with accessibility needs are requested to email indoorcricketcentre@lords.org.uk at the time of Booking to allow MCC to make any reasonable and practicable adjustments within MCC's control.
- 2.6 By making a Booking, the Customer will be deemed to have accepted and agreed to be bound by these Terms & Conditions.
- 2.7 The Customer agrees to bring the Terms & Conditions, including the Ground Regulations, to the attention of any Participant(s) and confirms that the Participant(s) have also read and agreed to comply with these Terms & Conditions.

3 ENTRY

- 3.1 Entry to the ICC shall be via the North Gate at Lord's (or such other entry point as specified by MCC from time to time) and the Customer and/or any Participant may be required to show the Confirmation Email to security before entry will be permitted.
- 3.2 Any Participants under 18 years old must be accompanied by an adult.
- 3.3 Bookings do not include parking. Parking at Lord's is always subject to availability and cannot be guaranteed under any circumstances. No parking is available on days of cricket matches.
- 3.4 Any decision to permit parking at Lord's shall be at MCC's sole discretion.

4 GENERAL REGULATIONS

- 4.1 By making a Booking, the Customer acknowledges and agrees and will procure the same from each Participant that:
 - 4.1.1 they are subject to the Ground Regulations and such health, safety and security rules and regulations which may be in place from time to time;
 - 4.1.2 the Activity shall be confined to the area designated by MCC (**Designated Area**) and they are not permitted to access the Designated Area until the Start Time and/or play cricket or otherwise in any area outside of the Designated Area at any time;

- 4.1.3 they shall vacate the Designated Area following the conclusion of the Activity or at the time advised by MCC;
 - 4.1.4 they are not permitted to move nets or any MCC equipment unless authorised by members of the ICC coaching or office staff.
 - 4.1.5 during the Activity, they must wear (i) indoor sports footwear, preferably white, at all times (footwear with heavily ridged, studded or spiked soles is not permitted to be worn on the playing surface in the Designated Area); and conventional cricket whites or club cricket/plain training wear (clothing from other sports, such as football shirts, are not permitted to be worn). The decision of MCC as to whether footwear and/or clothing is considered suitable shall be final and binding;
 - 4.1.6 during the Activity, they are required to provide their own cricket equipment, including cricket balls (unless otherwise agreed with MCC) and no cricket equipment shall be left in the nets or the surrounding area following the conclusion of the Activity;
 - 4.1.7 they shall ensure nothing is done which may constitute a breach of the law or which may be inappropriate, cause nuisance or annoyance, danger, offence or inconvenience to MCC or any other person in the ICC, including but not limited to any Member of MCC, staff, or contractor;
 - 4.1.8 they will treat MCC staff, and any other person present in the ICC with respect at all times;
 - 4.1.9 they will comply with the Code of Conduct;
 - 4.1.10 they shall not photograph and/or film (including any Facetime or other mobile telephone interaction with a third party) during the Activity without the prior written authorisation of MCC's Chief Executive & Secretary;
 - 4.1.11 they will ensure that all mobile devices are switched off during the Activity;
 - 4.1.12 they will not consume food or drink in the area where the Activity is taking place of. Chewing gum is not permitted in any area of the ICC; and
 - 4.1.13 they are not permitted to bring in any flammable or other potentially dangerous or hazardous materials or equipment into the ICC or any other part of Lord's.
- 4.2 In the event the Customer and/or the Participant is involved in an accident or incident whilst at Lord's, including in the ICC, the Customer and/or the Participant agrees to co-operate with any reporting procedures undertaken by MCC from time to time, including providing a name and any contact details required. Any data collected and processed by MCC will be in accordance with Clause 14.

5 ACTIVITIES

Net Hire

- 5.1 Bookings are limited to seven Participants at one time.
Coaching and Under 18s
- 5.2 If coaching forms part of the Activity, MCC will use reasonable endeavours to provide the coach requested by the Customer, but all coaches are subject to availability and MCC cannot guarantee that a particular coach will be available for the Activity.
- 5.3 All coaching sessions provided by the ICC will last for 55 minutes' duration unless otherwise specified.
- 5.4 A coach may photograph and/or film the Customer and/or the Participant(s) during a coaching session as a legitimate coaching aid. If a coach wishes to film or/photograph your Activity, the Customer and/or the Participant(s) will be required to complete a consent form signifying their consent. A separate permission slip must be completed by a parent, guardian or carer if Participant(s) under the age of 18 are to be photographed or filmed by a coach. If the Customer and/or the Participant(s) does not wish to have the session photographed

or filmed, you should inform the ICC at the time of the Booking. All personal data shall be processed in accordance with Clause 14.

- 5.5 Any Bookings made for Participants under the age of 18 (without the services of a coach) must be supervised by an adult at all times. The Customer is fully responsible for ensuring that a supervising adult is present at all times, and for ensuring that the adult is appropriately trained and vetted to supervise Participants under the age of 18 (including, where required, that the adult has a valid and current DBS check and any other requisite checks/registrations).
- 5.6 All Participants under the age of 18 must comply with the directive issued by the ECB regarding use of helmets, which states that 'A young player (up to the age of 18) should not be allowed to bat or to stand up to the stumps when keeping wicket without a helmet (with a faceguard) against a hard ball'. Participants over the age of 18 are strongly encouraged to comply with this directive also, and, in accordance with Clause 9.2, participating in the Activity is at the Customer's and/or the Participant(s) own risk.

Birthday Parties and Other Events and Experiences in the ICC

- 5.7 Parents and/or guardians are responsible for children attending parties and events in the ICC and a parent/guardian must be present at the party or event at all times. Use of any facilities at the ICC other than the Designated Area shall be subject to our separate terms and conditions for events and experiences.
- 5.8 MCC staff are not responsible for the supervision of any children attending a birthday party or an event in the ICC outside of the Designated Area (if one has been booked as part of an event of the birthday party or event).

Batting and Bowling Analysis using Technology

- 5.9 If any technology forms part of the Activity, it will combine time in the nets and time spent using technology to analyse the session. For example, an hour-long session is typically split with 40 minutes in the nets and 20 minutes in the Performance Analysis Suite.
- 5.10 The maximum number of deliveries that can be captured in an hour-long session will vary depending on the number of Participants involved and the type of bowling, as well as other incidental factors.
- 5.11 At the conclusion of the session, Participants will be able to review their performance in the Performance Analysis Suite. Selective data from the session will be available via a downloadable link provided by MCC after the session has concluded.

6 BREACH AND CONSEQUENCES

- 6.1 The Customer and any Participant agree, without prejudice to any other rights which MCC may have, that if the Customer and/or any Participant breaches these Terms & Conditions they will:
- 6.1.1 have a Booking cancelled without refund or compensation;
 - 6.1.2 be refused entry to and/or ejected from Lord's without refund or compensation;
 - 6.1.3 be excluded (indefinitely or for a period of time determined by MCC) from using the ICC and/or applying to purchase any tickets in respect of any future matches or events held at Lord's;
 - 6.1.4 have any such other action taken against them as may be determined by MCC; and/or
 - 6.1.5 have legal action taken against them in connection with such matters.

7 EVENTS OUTSIDE MCC'S CONTROL

- 7.1 MCC 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 and MCC shall cancel the corresponding Booking by giving notice to the email address provided by the Customer as part of the Booking process. Any cancellation shall be made in MCC's sole and absolute discretion without reason or explanation and such decision shall be final.

- 7.2 If Clause 7.1 applies, MCC shall use reasonable endeavours to make alternative arrangements, including rescheduling the Booking to an alternative day, or if not possible or practicable, cancel the Booking and issue a refund of the Charges to the Customer who made the Booking. No further liability shall be assumed by MCC by way of compensation, or otherwise, including but not limited to any personal travel, accommodation, promotional or hospitality or other arrangements made in relation to a Booking or the cancellation of a Booking.

8 CANCELLATION

- 8.1 MCC reserves the right to cancel a Booking at any time prior to the date of the Activity. Any cancellation shall be made in MCC's sole and absolute discretion without reason or explanation and such decision shall be final.
- 8.2 If Clause 8.1 applies, MCC shall use reasonable endeavours to make alternative arrangements, including rescheduling the Booking to an alternative day, or if not possible or practicable, cancel a Booking and issue a refund of the Charges to the Customer who made the Booking. No further liability shall be assumed by MCC by way of compensation, or otherwise, including but not limited to any personal travel, accommodation, promotional or hospitality or other arrangements made in relation to a Booking or the cancellation of a Booking.
- 8.3 If for unavoidable reasons, the Customer wishes to cancel the Booking prior to the Activity, the Customer must notify MCC by email at: indoorcricketcentre@lords.org.uk. If a Booking is cancelled, the following cancellation charges will apply:
- 8.3.1 if the Booking is for the full hall (i.e. eight nets) for two or more hours, at least two months' notice of cancellation is required, otherwise all of the Charges will be retained by MCC;
- 8.3.2 if the Booking is for four nets or more on the same day, at least one month's notice of cancellation is required, otherwise all of the Charges will be retained by MCC;
- 8.3.3 if the Booking is for three nets or fewer, at least seven (7) days' notice of cancellation is required, otherwise all of the Charges will be retained by MCC; and
- 8.3.4 any amendments to any Booking for cricket initiation for tour groups, including any cancellations, must be provided at least two (2) weeks in advance of the date of the Booking, otherwise all Charges will be retained by MCC.
- 8.4 No refunds or amendments will be accepted for any Bookings for holiday courses except in the case of illness or injury or at MCC's sole discretion. For cancellations in cases of illness or injury, a letter from a medical practitioner must be provided before any refund will be considered by MCC.

9 LIABILITY

- 9.1 The Customer and any Participant(s) on a joint and several basis hereby agree that they shall indemnify, and keep indemnified, MCC against any losses (of whatever nature and however caused or incurred), damages, liabilities, costs and expenses incurred by MCC as a result of or in connection with (i) the Customer's and/or the Participant(s) breach of these Terms & Conditions; and (ii) any damage caused by the Customer and/or the Participant(s) at Lord's, including the ICC or any property, equipment or facilities except as a result of fair wear and tear.
- 9.2 The Customer and any Participant(s) acknowledge that entry, presence and/or movement within the ICC and participation in the Activity is at their own risk. This includes without limitation, an acknowledgement to the risk of being struck by a cricket ball whilst participating in the Activity. MCC will not be liable for any injury, illness, loss or damage suffered by the Customer and/or any Participant(s) unless Clause 9.5 applies. The Customer and any Participant(s) should be alert and use the correct protective equipment at all times during the net session in order to try and prevent injury to the Customer and any Participant(s).

- 9.3 Subject to Clause 9.5, MCC shall not be liable for:
- 9.3.1 any failure, delay, refund, loss, damage or expense caused by circumstances outside MCC's control; and
 - 9.3.2 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 the Booking under any circumstances.
- 9.4 Subject to Clause 9.5, MCC is not responsible for any:
- 9.4.1 technical glitches or malfunctions on the Platform or any other problems out of its control that result in a Booking not being properly received by MCC; or
 - 9.4.2 responsibility for any damage, loss, injury or disappointment suffered by you as a result of using the Platform or as a result of not obtaining a Booking.
- 9.5 MCC does not hereby seek to exclude liability for death or personal injury caused by its negligence, fraud, or fraudulent misrepresentation, or for any other liability unable to be excluded under any applicable law.
- 9.6 Subject to Clause 9.5, MCC's total liability under, or in connection with these Terms & Conditions whether in contract, tort (including negligence) or otherwise, will not exceed the Charges.

10 ANTI-DISCRIMINATION

- 10.1 The ECB and MCC are committed to promoting diversity and equal opportunities and expects all visitors to Lord's to comply with the ECB's Anti-Discrimination Code to share the ECB's and MCC's commitment.
- 10.2 The Customer and/or any Participant(s) 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.
- 10.3 If the Customer and/or any Participant(s) engages in any conduct or behaviours as referred to in Clause 10.2, as determined by MCC in its reasonable opinion, Clause 6 shall apply.

11 PHOTOGRAPHY AND FILMING

- 11.1 On occasion, net sessions may be filmed or photographed by MCC for promotional purposes. If MCC wishes to photograph or film your session, you will be required to complete a consent form signifying your consent to the use of any images or footage in future promotions. A separate permission slip must be completed by a parent, guardian or carer if children are to be photographed or filmed. If you or a member of your Group does not wish to have their session photographed or filmed they should inform the ICC at the time of the Booking. No payment or royalties will be provided to any person whose image or footage is used for promotional purposes. A copy of the relevant permission slips (adult and children) is available from the ICC on request.

12 AMENDMENT

MCC reserves the right to make amendments to these Terms & Conditions from time to time. Up to date versions of these Terms & Conditions will be made available as soon as practicable on [MCC's website](#).

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 2.7, MCC shall have the benefit of and be entitled to enforce all the provisions of these Terms & Conditions against any Participant(s) notwithstanding that they may not be a party hereto.

14 PERSONAL DATA

Any personal data collected by MCC shall be processed by MCC in accordance MCC's Privacy Notice which may be viewed at <https://www.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: indoor cricket centre terms and conditions 2024

CODE OF CONDUCT

Cricket is a game enjoyed by millions around the world. It is a fun sport and MCC wants to ensure that all players gain maximum enjoyment from their sessions. This can be achieved by following the MCC Spirit of Cricket message.

The major responsibility for ensuring fair play in cricket rests with the players, coaches and, in junior cricket, teachers and parents.

RESPECT is at the core of MCC Spirit of Cricket. At the Indoor Cricket Centre, MCC expects players to:

- a) Respect your captain, team-mates, coaches, opponents and the authority of the umpires;
- b) Play hard and play fair – do your utmost to win but do not cheat to do it;
- c) Accept the umpire's decision;
- d) Create a positive atmosphere and encourage others to do likewise;
- e) Show self-discipline, even when things go against you;
- f) Congratulate the opposition on their successes, and enjoy those of your own team; and
- g) Thank the officials and your opposition at the end of the game, whatever the result. Also, thank your coach(es) at the end of a training session.

In the event of a player not adhering to the Spirit of Cricket, coaches and staff will be required to take appropriate action by, first, sending players out of the session for a short time and, later, reporting the issue to other coaches, staff, parents or club officials, as relevant.

Cricket is an exciting game that encourages leadership, friendship and teamwork, bringing together people from different nationalities, cultures and religions, especially when played within the MCC Spirit of Cricket.