

MCC Cricket Academy

Terms And Conditions

For The Hire Of Nets



LORD'S
THE HOME OF CRICKET

September 2017

In consideration of you paying the hire cost ("Charges"), Marylebone Cricket Club ("MCC", "we", "us", "our") make the nets available to you strictly subject to these Terms and Conditions ("Terms").

01 | Booking, Payments & Cancellations

- 1.1 Payment must be made at the time of booking by credit or debit card. However, if you make a booking more than 30 days in advance and your booking is for eight or more nets, you may elect to pay for your booking via invoice. All invoices must be paid within 30 days of the date of the invoice or you risk losing your booking.
- 1.2 Any changes to bookings must be requested in writing and received by us no later than seven days' before the date of hire. Changes are subject to availability and increased Charges may apply.
- 1.3 Cancellation of bookings must be confirmed to us in writing. If you cancel your booking, the following cancellation charges will apply:
 - (i) If the booking is for the full hall (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 us; and
 - (ii) 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 us; and
 - (iii) if the booking is for three nets or less, at least seven days notice of cancellation is required, otherwise all of the Charges will be retained by us. We may allow, in our discretion, cancellation charges to be offset against future bookings.
 - (iv) Any amendments to any cricket initiation booking for tour groups, including any cancellations, must be provided at least two weeks in advance of the booking date.
- 1.4 We reserve the right to cancel any bookings at any time if:
 - (i) the nets are needed for essential business of the Academy and/or purposes of the Academy not contemplated at

01 | Booking, Payments & Cancellations

continued

the time of the booking and MCC, acting reasonably, is unable to find suitable alternative nets and/or an alternative date for hire; or

(ii) if the booking is considered to be incompatible with the objects, reputation or good standing of MCC, or otherwise considered not to be in the best interests of MCC, the Academy or any other part of Lord's Ground. MCC's decision to cancel in such circumstances is final. All Charges already paid will be refunded to you but MCC shall not otherwise have any liability to you in respect of such cancellation.

02 | Use Of The Nets And Academy Rules

You, the person making the booking, are responsible for ensuring that you and anyone using the nets by virtue of your booking (your "Team") is aware of, and complies with, the following rules. We can cancel your booking and/or require you and your Team to leave the Academy, and Lord's Ground in its entirety, if you or any member of your Team does not follow the rules and/or disobeys the instructions of MCC's representatives.

Access

- 2.1 You and your Team are permitted to access the net area during the period of hire only. You and your Team are not permitted to access the net area at other times. You are not permitted to access any other areas of the Academy (other than public or communal areas such as changing facilities) or any other part of Lord's Ground other than with MCC's prior written consent.
- 2.2 A maximum of seven players are allowed in a net at any one time.
- 2.3 Play is strictly confined to the net area. Persons are not permitted to play cricket in any area outside the designated net area.

Clothing and equipment

- 2.4 All persons using the nets and the surrounding areas in the Academy must wear 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 net area.
- 2.5 Conventional white cricket clothing should be worn at all times while in the net area. Tracksuit attire and shorts are not permitted to be worn.
- 2.6 All persons using the net facilities are required to provide their own cricket equipment, including cricket balls.
- 2.7 No cricket equipment must be left in the nets or the surrounding area outside of the period of hire.

Coaching and under 18s

- 2.8 Where coaching has been requested as part of a booking, we will make every effort to provide the coach requested but this is

02 | Use Of The Nets And Academy Rules

continued

subject to availability and we cannot guarantee that a particular coach will be available during the period of hire.

- 2.9 All coaching sessions provided by the Academy will last for 55 minutes duration unless otherwise specified.
- 2.10 Any bookings made for children under the age of 16 (without the services of a coach) must be supervised by an adult at all times. You are 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 children (including, where required, that the adult has a valid and current CRB check and any other requisite checks/registrations).
- 2.11 All persons using the net facilities must comply with the directive issued by the English and Wales Cricket Board (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'*.

Birthday parties

- 2.12 Parents and/or guardians are responsible for children attending parties and events in the Academy and a parent/guardian must be present at the party at all times. Use of any facilities at the Academy other than the net facilities is subject to our separate hire terms and conditions for meetings and events.
- 2.13 MCC employees are not responsible for the supervision of any children attending a birthday party in the Academy outside of the net session (if one has been booked as part of the birthday party).
- 2.14 No food or drink is to be consumed outside of the Academy Café and Bar.

Other

- 2.15 Instructions of MCC's representatives must be obeyed at all times.
- 2.16 Only cricket equipment should be brought into the netting area. No food or drink may be consumed in the nets or the surrounding areas of the Academy. Chewing gum is not allowed in any area of the Academy.
- 2.17 All mobile devices should be switched off in or around the net area.
- 2.18 Smoking is strictly prohibited in all areas of the Academy.
- 2.19 No dogs will be allowed in the Academy unless the dog is a guide dog or other assistance pet.

03 | Bowling Analysis Using Hawk-Eye

- 3.1 Hawk-Eye will combine time in the nets and time spent analysing 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.
- 3.2 The maximum number of deliveries that can be captured in an hour long session will vary depending on the number of people involved and the type of bowling, as well as other incidental factors.
- 3.3 For the purpose of analysis, players will be required to bowl six deliveries in a row. As the net area is restricted not all deliveries may be tracked and the bowlers may be asked to bowl additional deliveries.
- 3.4 At the conclusion of the session, players will be able to review their performance in the Performance Analysis Suite. The statistical data will then be provided to the individual on a USB stick in the event that he or she requests a copy of the data for an additional charge of £15.

04 | Batting Analysis Using PitchVision

- 4.1 If you or your team wish to have your batting analysed using the PitchVision system, you must provide us with your name, email address and a date of birth for at the time of booking. This information will be used to create a PitchVision licence. Please note only one licence will be provided per session.
- 4.2 Following creation of the license, PitchVision will email you instructions to access your private login area. All videos of your session/s will be available for you to view and share online.

05 | Loss and Damage

- 5.1 You are fully responsible for any and all items brought into the Academy (and Lord's Ground generally) by you or your Team and MCC shall have no liability for such items or any other property and/or possessions belonging to you or your Team. You are not permitted to bring in any flammable or other potentially dangerous or hazardous materials or equipment into the Academy or any other part of Lord's Ground.
- 5.2 You are fully responsible for:
 - (i) any loss, theft or damage to the nets or other property of MCC or any person; and
 - (ii) any injury to any person, caused by you or your Team.
- 5.3 Persons attending the Academy and using the net facilities do so at their own risk. Subject to Clause 5.4, MCC shall not be liable to you (or your Team), whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms for any:

05 | Loss and Damage

continued

- (i) loss or theft of, or damage to, or destruction of equipment, vehicles, or other property (howsoever caused);
 - (ii) death or personal injury;
 - (iii) loss of profits;
 - (iv) loss of opportunity, revenue or business; or
 - (v) any indirect or consequential loss.
- 5.4 Nothing in these Terms limits or excludes MCC's liability for:
- (i) death or personal injury caused by its negligence;
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) any other liability which cannot be limited or excluded by applicable law.

06 | Other Important Information

- 6.1 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 permission 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 Team does not wish to have their session photographed or filmed they should inform the Academy 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) can be found at lords.org/permission.
- 6.2 Failure to observe and comply with any or all of these Terms may result in the cancellation of current and/or future net bookings.
- 6.3 **Force Majeure:** MCC will not be liable for any delay or failure in performing its obligations to the extent that such delay or failure is caused by an event or circumstance that is beyond its reasonable control. If the event or circumstance delaying or preventing performance by MCC is continuing (or MCC reasonably considers is likely to be continuing) at the date of hire, MCC may cancel the booking and, other than refunding any Charges already paid, MCC shall have no liability to you in respect of such cancellation.
- 6.4 **Severance:** If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected. If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the

06 | Other Important Information

continued

- minimum modification necessary to make it legal, valid and enforceable.
- 6.5 **Third party rights:** A person who is not a party to these Terms shall have no rights under or in connection with them.
- 6.6 **Variation:** Any variation to these Terms shall only be binding when agreed in writing and signed by you and an authorised representative of MCC.
- 6.7 **Entire Agreement:** These Terms constitute the entire agreement between the parties in relation to the subject matter. The Terms replace and extinguish all prior agreements, draft agreements, arrangements, collateral warranties, statements, assurances, representations and undertakings of any nature made by or on behalf of the parties, whether oral or written, in relation to that subject matter. Each party acknowledges that in entering into the Terms it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other party in relation to the subject-matter at any time before signature (together "Pre-Contractual Statements"), other than those which are set out in these Terms. Each party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements. Nothing in this clause shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.
- 6.8 **Governing law and jurisdiction:** These Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 6.9 These Terms apply to the contract between you and MCC for the hire of nets in the Academy to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Ref: academytermsandconditions2015