



The Clacton Pier Company Ltd

Annual Ride Pass Terms & Conditions

Clacton Pier places great importance on the safety of its guests and endeavours to ensure that its high standards are met by all persons visiting the Site. Please assist us in ensuring our Site and its facilities remain a safe place in which to enjoy fun and exciting experiences.

In these Entry Conditions, the following definitions shall apply

Site: Clacton Pier

1 INFORMATION ABOUT US

1.1 Clacton Pier/'Us'/'We': Clacton Pier Company Limited (Company No. 06675051) whose registered office address is at No 1 North Sea, Clacton-on-Sea, Essex CO15 1QX.

1.2 You are admitted to this Site subject to the following Entry Conditions. If you do not comply with them, you may be removed from the Site by Clacton Pier personnel, security or police officers, without any right to a refund. This is without prejudice to any claim that we may have against you or arising out of your actions. Whilst inside the Site, you must comply with any reasonable instructions given to you by Clacton Pier personnel or any third party instructed on behalf of Clacton Pier.

1.3 These terms and conditions govern all Annual Rides Passes and their use. By purchasing and using the Annual Rides Pass, you agree to be legally bound by these terms and conditions, and usage shall be subject to these terms and conditions, which may be amended from time to time without notice.

2 GENERAL

2.1 A Clacton Pier Annual Ride Pass (the "Annual Pass"/"Pass") is an ID card with RFID chip that is logged with your details.

2.2 This card is allocated to an individual for the allocated individual's (the "Registered Passholder"/"Passholder") use alone, allowing access to the Annual Ride Pass features (the "Benefits", listed below in Section 5) when used in accordance with these terms and conditions.

2.3 The Annual Ride Pass is valid at Clacton Pier for twelve months from the date of activation (the "Period of Validity") and is available from the Ticket Office or online (at www.clactonpier.co.uk).

2.4 Opening and closing times, prices, events and availability of Benefits are subject to change. For technical and/or operational reasons entire or parts of attractions or facilities within Clacton Pier may be unavailable, closed or removed at any time without prior notice. Ride height restrictions apply on all rides, with the ride operator's decision as final.

2.5 Failure to present a valid Annual Ride Pass will result in a charge to purchase a wristband or credits at prices on that day, to which there will be no discount or refund applied.

2.6 Copies, replicas or photographs of the Annual Ride Pass will not be accepted.

2.7 The Annual Ride Pass remains property of The Clacton Pier Company Limited and can be withdrawn and access denied in the event of fraud, misuse or misconduct. Clacton Pier reserves the right to refuse or limit entry for any reason.

2.8 Usage of the Annual Ride Pass is the sole responsibility of the Passholder. The Passholder is responsible for any fraud or misuse of the Annual Ride Pass. The Passholder is responsible for keeping the Annual Ride Pass in his/her possession.

2.9 The Annual Ride Pass must be kept in good condition. Damaged or defaced Passes will be subject to replacement at the Passholder's expense. The cost of a replacement Annual Ride Pass is £5.

2.10 The Annual Ride Pass is non-refundable, entirely or in-part.

2.11 The Annual Ride Pass is non-transferable and cannot be sold or given away to any third party.

2.12 A photograph of the Passholder will be taken at the time of first redemption and held on our Annual Rides Pass database, GDPR applies.

2.13 To access the benefits of the Annual Ride Pass, the passholder must be present and subject to verification of the photograph held.

2.14 Upon the request of a Clacton Pier employee, the Annual Ride Pass must be presented and/or surrendered.

2.15 Any additional events, concerts or activities that may, from time-to-time, be available on Clacton Pier, are not Benefits of the Annual Ride Pass and are subject to additional charges.

2.16 Clacton Pier may change the price payable for the Annual Ride Pass at any time and for any reason. Any price change will become applicable for existing passholders at the time of renewal.

2.17 Annual Ride Pass Benefits and discounts may be removed or altered at any time, without prior notification.

3 PURCHASE AND USE

3.1 The purchaser of the Annual Ride Pass must be 16 years or older. If purchasing on behalf of a minor, the purchaser confirms that he/she is acting as Agent for and on behalf of that minor and that the minor fully understands and agrees to these terms and conditions.

3.2 The Annual Ride Pass can only be collected from the Ticket Office during Ticket Office opening hours. Purchases made online are activated upon the redemption of the Annual Ride Pass at the Ticket Office. Purchases made in person at the Ticket Office are activated immediately.

3.3 Online purchases of two or more Annual Ride Passes must be redeemed with all Annual Ride Passes activated at the same date and time.

3.4 The Passholder's full name, photograph and date of birth ("Necessary Details") will be taken at point of activation and stored securely on Clacton Pier's servers. An email address and phone number of either the Passholder or Agent will be taken at time of activation.

3.5 Failure to provide the Necessary Details will result in the Annual Ride Pass being cancelled. No extension will be provided in the event of delay in the Necessary Details being provided.

3.6 To access the Unlimited Rides Benefit, the Passholder must present the Annual Ride Pass at the Ticket Office to receive one daily unlimited Rides wristband (the "Passholder Band"), containing a RFID chip, worn on the Passholder's wrist. The Passholder Band will be subject to verification prior to access being granted to each Ride.

3.7 Issuing of the Passholder Band is subject to verification of the Passholder by a Clacton Pier Ticket Office Cashier.

3.8 Passholder Bands are non-transferable, not for resale and will become automatically void on any transfer and if altered, tampered or removed from the Passholder's wrist.

3.9 A Passholder is entitled to one Passholder Band per day. Additional bands required on the same day will only be issued on production of the original wristband, subject to a £5 fee and issued at our discretion.

3.10 A lost, stolen or damaged Annual Ride Pass may be replaced for a £5 fee at the Ticket Office.

4 RENEWAL

4.1 Annual Ride Passes do not automatically renew and can only be renewed in-person on Clacton Pier at the Ticket Office during its opening hours.

4.2 Alternatively, a brand-new Annual Ride Pass can be purchased online and redeemed at the Ticket Office as per Section 2: "Purchase and Use".

4.3 No discount is offered on renewals.

5 UPGRADES

5.1 The purchaser of a Big Day Out Band is entitled to a discount on the purchase price of an Annual Ride Pass, relative to the cost price of their Big Day Out Band.

5.2 This discount may be removed or altered at any time, without prior notification.

5.3 All upgrade transactions are subject to the terms and conditions listed under Section 2: "Purchase and Use".

6 BENEFITS

6.1 "Benefits" of the Annual Ride Pass for the Registered Passholder:

6.1.1 "Unlimited Rides" (inclusive of all rides present at Clacton Pier – excluding the Go Karts and Wheel Experience attractions), subject to opening times, weather, maintenance, and operational requirements. Further new attractions may be excluded, up to date details can be found on our website. www.clactonpier.co.uk;

6.1.2 20% off selected entries to: Discovery Bay Adventure Soft Play admission; Skull Point Adventure Golf admission; The Lanes Bowling games; the Wheel Experience and Go Karts; Jurassic Pier ("Selected Entries and Admissions");

6.2 "Other Benefits" applicable to the Registered Passholder and Family and Friends:

6.2.1 20% off food and soft drink purchases at The Captains Table; The Galley; Gift Shop; Photo Shack Ride Photography; Boardwalk Bar and Grill; Sunshine Bar; The Lanes Bowling; Sweet Shop; Candy Corner; Sweet Sensations; Slush Hut; Burger Box; Tudor Huts (“Selected Outlets”);

6.2.2 Selected products may be excluded from the discount and may change without prior notification;

6.3 To access the Other Benefits included, the Passholder must be present and subject to verification.

6.4 Annual Ride Passholders wishing to upgrade to a Big Day Out Band, for their own use, are entitled to at a discounted price. This benefit cannot be used in conjunction with any other offer, promotion or discount.

7 CANCELLATION

7.1 Clacton Pier may suspend or terminate your Annual Ride Pass and revoke or limit any or all of the rights, benefits and privileges granted to you at any time without notice, liability, reimbursement or compensation.

7.2 Termination may result from fraudulent or unauthorised use of the Annual Ride Pass or breach of these terms and conditions, or any other reason deemed relevant in Clacton Pier’s absolute discretion.

7.3 If we terminate your Annual Ride Pass with cause, it will be voided and may not be used. You will receive no compensation from us. If we terminate your Annual Ride Pass without cause, we will refund you, less any amounts owed to Clacton Pier, or issue a new Annual Ride Pass.

8 OTHER

8.1 These terms and conditions and all matters arising under it shall be governed by English Law and the parties submit to the Jurisdiction of the High Court of Justice in England and Wales.

Draft: v3 08th February 2023