



The Clacton Pier Company Ltd

Discovery Bay Party Booking - 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.

1 INFORMATION ABOUT US

1.1 Discovery Bay is operated by The Clacton Pier Company Limited (“we”, “us” and “our”). We are registered in England and Wales under company number 06675051 and have our registered office at: Clacton Pier, 1 North Sea, Clacton on Sea, Essex CO15 1QX.

1.2 All enquiries are to be directed to the Parties Manager by e-mailing us at parties@clactonpier.co.uk.

1.3 These Terms & Conditions (“**Conditions**”) set out all the terms and conditions upon which we provide you and your guests (“**you**” and “**your**”) with access to Discovery Bay and your Party.

1.4 In these Conditions “**Site**” shall mean the Discovery Bay premises located at Clacton Pier, 1 North Sea, Clacton On Sea, Essex CO15 1QX.

1.5 In these Conditions a (“**Responsible Adult**”) is a person over the age of 18.

2 MAKING A BOOKING

2.1 Details of our Party packages can be found on our website www.clactonpier.co.uk.

2.1.1 All party bookings must be made via our website www.clactonpier.co.uk.

2.1.2 All party booking queries and booking requests should be directed to the team via email at parties@clactonpier.co.uk.

2.1.3 Please also read our FAQ’s for further information.

2.2 A party booking is not confirmed until full payment is cleared.

2.3 Party sizes are a minimum of six and a maximum of 30 children.

2.4 You are required to provide adults (“**responsible adults**”) at a ratio of one adult to every five children, free of charge. Any additional adults wishing to attend the party will incur an additional cost.

2.5 If there is an increase to your original booking the final number of attendees must be confirmed and paid in full on site and cannot be changed any later than 7 days prior to the party.

2.5.1 Party bookings are non-refundable together with any 'no shows'.

2.6 Party bookings include one birthday child and one party gift. There will be an additional charge for more than one birthday child. Please contact the Parties Manager on (01255) 421115 or parties@clactonpier.co.uk to assist. Payment must be made in full on site.

2.7 All children, siblings or adults, not attending the party, but who wish to come on the day must pay entry to Discovery Bay. This is subject to capacity on the day, at the time of entry. Only party attendees will be permitted up to the designated party area. Should these guests require refreshments these must be purchased and consumed in The Galley Restaurant.

2.8 The Party Organiser is required to report to the Party Host at least 10 minutes prior to the party booking time to receive their guests.

2.9 At least 7 days prior to the party date, you must confirm to us the following via email:

- the name of each child attending along with their food, including any special dietary requirements. Should a member of the party have a food allergy we must be notified at this time, if not it may be necessary to exclude that person from the party for health and safety reasons. Up to 3 x jugs of squash will be supplied as part of the package on the day.
- any special requests such as medical requirements and wheelchair access will be accommodated where possible. Please be aware that the designated party areas are on the first floor mezzanine with no lift access.

2.10 Only official soft play parties booked via our website are allowed within the site, this includes any party related items such as gifts, cake and decorations. We are not able to store any of these items, if they are brought onto site entry will be refused until such items are removed.

2.11 All costs incurred by us in accommodating any requirements, requests or amendments to the party shall be borne in full by you.

3. PAYMENT

3.1 Full payment will be required upon booking.

3.2 All payments to be made via credit or debit card through our website www.clactonpier.co.uk.
NB: we do not accept AMEX.

3.3 No party bookings can be taken over the telephone, or on site. All bookings must be made online through our website www.clactonpier.co.uk.

4. CANCELLATION

Cancellation by you:

4.1 If you wish to cancel or amend your party booking for any reason you must communicate this via email to parties@clactonpier.co.uk quoting your name and booking reference.

4.2 Party packages are non-refundable.

4.3 Cakes made to order are non-refundable.

Cancellation by us:

4.4 We will use best efforts to make the party venue and Premises available to you on the agreed party date.

4.5 We will not be liable if the party booking is cancelled for the following reasons:

4.5.1 if we believe the party booking is of an illegal nature, immoral, harmful or prejudice to the reputation of Discovery Bay or The Clacton Pier Company Limited;

4.5.2 if you are 7 days or more in arrears with any due payments for the services or facilities which we agree to provide to you in relation to the party booking;

4.5.3 if we become aware of any changes in your financial situation which we reasonably believe may lead to you being unable to meet your financial obligations in relation to the party booking.

4.6 If we need to amend the party booking in any way, we will offer alternative facilities of a reasonable fit, status and comfort to the original party booking. If the alternative arrangement is not deemed fit by you, you will have the right to cancel the party booking in writing. This will need to be directed to the Parties Manager, Clacton Pier, 1 North Sea, Clacton On Sea, Essex CO15 1QX or parties@clactonpier.co.uk.

4.7 You and your invitees must comply with all the rules and regulations currently in operation at the Site. We reserve the right to deny admission, or to require a person already admitted to leave the Site, without refund or compensation, for failure to comply with any of the Discovery Bay rules, for unsafe, illegal or offensive behaviour, to ensure safety, security or order, or if we consider that the circumstances so require.

4.8 We reserve the right to close off any part of the facilities, party venue or the Site for technical, operational or health and safety issues. We will not be liable to you should any foreclosure occur.

5. FORCE MAJEURE

5.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these conditions that is caused by a Force Majeure Event.

5.2 A **Force Majeure Event** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks and utility services.

5.3 If a Force Majeure Event takes place that effects the performance of our obligations under these conditions:

5.3.1 we will contact you as soon as reasonably possible to notify you; and

5.3.2 our obligations under these conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Force Majeure Event.

5.4 In the event that the contract still cannot be performed or any of the obligations be fulfilled within a period of three months, then either party can terminate the contract by notice in writing.

6. LIMIT OF LIABILITY

6.1 Nothing in this agreement shall limit or exclude our liability:

6.1.1 for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

6.1.2 for fraud or fraudulent misrepresentation;

6.2 Subject to clause 6.1, under no circumstances shall we be liable to you for any of the following, whether in contract, tort (including negligence) or otherwise:

6.2.1 loss of revenue or anticipated revenue;

6.2.2 loss of savings or anticipated savings;

6.2.3 loss of business opportunity;

6.2.4 loss of profits or anticipated profits;

6.2.5 wasted expenditure; or

6.2.6 any indirect or consequential losses.

6.3 Subject to clause 6.1, our maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this agreement shall be limited to the amount of the fees paid by you pursuant to the party booking.

7. GENERAL

7.1 Each party will be allocated a party slot. Party slots follow very strict time restrictions and any lateness will result in lost time from your party. Please advise your guests to arrive promptly for your party as we are unable to add extra time to the end of your party slot.

7.2 We require all party guests to wear socks and advise comfortable clothing as the children need to be able to move easily.

7.3 We place great importance on the safety of third parties and to ensure that the high standards of safety set by us are complied with by all those attending the party, third parties are only admitted to Site if they are willing to comply with any regulation in force at the Site.

7.4 Cake and standard candles for booked parties are permitted. No sparkler candles are permitted.

7.5 Only meals which have been pre-ordered for the party children attending are permitted in the designated party area.

7.6 No alcohol is permitted in the designated party area.

7.7 All party guests MUST go to the designated party area when the food is served.

7.8 All gifts, shoes and coats must remain in the VIP Party Room entrance/exit.

7.9 All party guests must leave via the VIP Party Room exit at the end of the party.

7.10 The use of illegal substances is strictly prohibited, and any persons found possessing, using or who appear to be under the influence of illegal substances will be refused admission or escorted from the Site without right to refund.

7.11 All items, belongings and other property brought into Discovery Bay by visitors shall be at such visitor's own risk and The Clacton Pier Company Limited accepts no liability for the loss or damage to such property. The Clacton Pier Company Limited advises that visitors do not bring valuables to Discovery Bay.

7.12 We reserve the right, in our absolute discretion, to refuse admission to our Site or remove from the premises any person who has behaved or is behaving in a manner which, in our opinion has affected, or is likely to affect, the enjoyment of the Site by any other third party.

7.13 You shall be liable for any damage to the Site caused directly or indirectly by your party booking.

7.14 No entertainers or suchlike can be engaged by you without written approval from us. For the avoidance of doubt all entertainers or suchlike should be booked through Discovery Bay. You shall ensure that any entertainer contracted by you, complies with the terms set out in these Conditions and all health and safety legislation regulations and procedures in force from time to time and shall carry out your own risk assessment procedure in order to do so and provide public liability insurance.

7.15 We shall not be liable for any entertainer or suchlike's failure to provide, or negligence in providing, any goods or services to you and you shall indemnify us and keep us indemnified from and against any costs incurred by us as a result of any cancellation of any entertainment services contracted by you.

7.16 You acknowledge that there are various closed-circuit television cameras positioned at different locations within the Site and you accept that your image and that of any entertainer may be captured whilst in and about the Site. We do not make any representation as to the extent of coverage provided by the cameras.

7.17 No equipment or practices which may conflict with our obligations under health and safety legislation regulations and procedures in force from time to time can be brought into or used on the Site without our prior written agreement.

7.18 No wines, spirits, other drinks or food can be brought onto the Site without prior written agreement. Only persons authorised by us are permitted to sell or offer for sale any items or services on the Site.

7.19 No use may be made of the Discovery Bay name, logo or company details without our prior written consent.

7.20 All prices are inclusive of VAT which shall be charged at the prevailing rate.

7.21 No signs, displays, posters or other material may be fixed to the walls, floor or ceilings of the Site or otherwise displayed at the Site without our prior written agreement.

7.22 We are obliged to comply with various licensing and statutory regulations and accordingly we require you and any third party to comply with any reasonable and proper instructions given to you by any duly authorised representative of Discovery Bay and you shall indemnify us and keep us indemnified of any loss, damages or expenses suffered or incurred by us as a result of a breach of this condition.

7.23 With the exception of assistance dogs, pets are not permitted on the Site.

7.24 We have the right to revise and amend these conditions from time to time by notifying you in writing. You may not vary these conditions unless agreed in writing with us. You will be subject to the conditions in force at the time that your party booking is confirmed (unless otherwise notified in writing).

7.25 We may transfer our rights and obligations under these conditions to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these conditions. You may not transfer your rights or your obligations under these conditions to another organisation or person.

7.26 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

7.27 Each of the paragraphs of these conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

7.28 If we fail to insist that you perform any of your obligations under these conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

7.29 If any of these conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

7.30 These conditions and any document referred to in them constitutes the whole agreement between us and supersedes all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of these Terms.

7.31 You acknowledge that, in agreeing to these conditions, you do not rely on any representation or warranty (whether made innocently or negligently) that is not set out in these conditions. Nothing in this paragraph excludes liability for fraud.

7.32 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.

8th June 2023 v4