



The Clacton Pier Company Ltd

2023 Entry Terms & Conditions

The Clacton Pier Company Limited 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': The 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.

2 GENERAL

2.1 By entering the Site, you accept that you have a duty to take reasonable steps to ensure your own safety, taking into account any personal medical conditions. All persons in and around the Site should always behave in a safe manner.

2.2 For health and safety reasons (due to the topographical features of the Site), wheelchairs and mobility scooters are the only transport device permitted within the Site.

3 SITE AVAILABILITY

3.1 Clacton Pier will endeavour to ensure that as many rides, amusement devices and attractions as possible are available for use by guests at the Site. However, Clacton Pier reserves the right, without prior notice, to close and change the programme of rides, amusement devices and attractions and/or the Site's operating hours. We reserve the right to operate rides and attractions with reduced staffing levels during off peak periods.

3.2 Clacton Pier in its absolute discretion reserves the right to close the whole or any part of the Site at any time or to restrict the number of persons having access to the Site. The reason for any closure or restriction provided by this condition may include technical or operational reasons, capacity, inclement weather, special events or to ensure the safety and security of guests or if Clacton Pier reasonably considers the circumstances so require.

3.3 If the whole Site is closed for any of the reasons set out above, Clacton Pier reserves the right to offer substitute tickets for rides, amusement devices or attractions on an alternative date in substitution for any other form of redress.

4 OUR RIGHT TO REMOVE YOU

4.1 Clacton Pier, acting reasonably at all times, reserves the right, in its absolute discretion, to refuse admission to the Site, ban from entry to the Site, or remove from the Site without any right to a refund any person who; has been convicted of a criminal offence relating to Clacton Pier, or civil unrest at Clacton Pier property/Sites, which, in the opinion of Clacton Pier, is likely to affect the safety and/or enjoyment of other guests or staff; uses violent, aggressive, threatening, abusive, discriminatory or insulting words or behaviour or in any way behaves in a manner which may provoke a breach of the peace; climbs or stands upon fences, barriers, walls, safety fences, rock arrangements, ride structures, exhibits or any other buildings at the Site. Clacton Pier reserves the right to initiate legal proceedings or prosecute any person found damaging or defacing any part of the Pier, fences, barriers, walls, ride structures, exhibits, fabrics or buildings at the Site or has displayed any sign or visible representation of any kind which is, or could be reasonably judged to be, threatening, abusive or insulting or has previously acted in any manner which has caused any person to report that individual to Clacton Pier; or is attempting to regain admission to the Site or has been found inside the Site.

4.2 If any guest in breach of any of these Entry Conditions is a member of a group, then such group of individuals may also, at Clacton Pier's discretion, be denied entry or escorted from the Site without any right to a refund.

5 WRISTBANDS, TICKETS & ADMISSIONS

5.1 THE SITE IS PRIVATE PROPERTY. The sale of wristbands/tickets/vouchers by anyone other than Clacton Pier is strictly prohibited. Only persons authorised by Clacton Pier are permitted to sell or offer for sale any items to guests within the Site grounds. All wristbands/tickets/vouchers are non-transferable, not for resale and will become automatically void on any transfer for value.

5.2 Wristbands, Tickets and Admissions are only valid for the date of purchase.

5.3 Wristbands, Tickets, Fun Card Credits and Admissions may not be valid for special events or concerts which may attract a separate admission fee.

5.4 Wristbands, Tickets, Fun Card Credits and Admissions will only be exchanged or refunded if Clacton Pier, in its absolute discretion, chooses to do so.

5.5 For the avoidance of any doubt, pre-booked tickets are non-refundable in the event that admission is refused or relinquished for any reason referred to in these Entry Conditions.

5.6 Tokens and Fun Card Credits purchased on the pier are also non-refundable.

5.7 Wristbands, Tickets and Admissions booked in advance do not guarantee admission to the Site, especially during busy times or on specific days when there are special events.

5.8 If Wristbands, Tickets, Fun Card Credits and Admissions are bought on behalf of other guests, the buyer accepts these Entry Conditions on behalf of every guest and shall ensure that these Entry Conditions are complied with by each person in the group.

5.9 No child or children under the age of 12 will be admitted to the Site unless they are accompanied by an adult aged 18 years or over and such child or children whilst on site must always remain under the control or active supervision of an adult.

5.10 Clacton Pier reserves the right, in its absolute discretion to change the age restrictions referred to in this condition, if any particular circumstances so require in the interests of safety and security.

6 ONLINE BOOKING

6.1 By placing an order with us you will be deemed to have read, understood and agreed to the Terms and Conditions supplied on www.clactonpier.co.uk

6.2 Online advance bookings must be paid for at the time of booking using the secure portal provided. The total price indicated at booking will be deducted from your chosen preferred debit or credit card.

6.3 For the avoidance of any doubt, pre-booked Wristbands, Fun Card Credits, Tickets and Admissions are non-refundable in the event that admission is refused or relinquished for any reason referred to in these Entry Conditions.

6.4 Pre-booked Wristbands, Tickets, and Admissions are valid for the specified day and time, stated at the time of purchase. They are non-refundable.

6.5 Wristbands, Tickets and Admissions booked online will receive an official CPC booking confirmation and reference. If tickets are bought on behalf of other guests, the buyer accepts these Entry Conditions on behalf of every guest and shall ensure that these Entry Conditions are complied with by each person in the group.

6.6 Wristbands: on arrival at the Pier, please make your way to the Ticket Office and have your name and booking reference available. This will be used to confirm your booking and provide you with the Wristbands booked. These are only valid on the date specified in your booking. No other promotional offer or discount can be used in conjunction with online band sales. 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.

6.7 The Lanes Bowling: on arrival at the Pier, make your way to the Bowling Reception and have your name and booking reference available. You will then be checked in and allocated a bowling lane in accordance with your booking.

6.8 Discovery Bay: on arrival at the Pier, make your way to the Captains Table Reception and have your name and booking reference available. Soft Play – you will be checked in and admitted to Discovery Bay Adventure Soft Play centre. Skull Point Adventure Golf – you will be checked in and issued with the golf clubs, balls and score cards and directed to the first tee.

7 OPERATING RULES & RESTRICTIONS

7.1 All rides, amusement devices, coin operated machine, attractions, amusements and any other facilities located at the Site must only be used in accordance with the relevant manufacturer's or operator's instructions which may include restrictions in relation to users' height, weight and size.

7.2 Guidelines have been prepared which detail the safe use of all our rides, amusement devices and attractions. Please read all operating rules and regulations before partaking of a ride, amusement device or attraction and assess the suitability of each ride, amusement device or attraction for the guest's ability. We cannot know the individual needs of each guest.

7.3 Please ensure that you observe all operating rules and regulations and listen to any instructions given by our operators. Any guest found not to be following the guidelines or compromising their own safety or the safety of others will be asked to leave the Site.

7.4 Height restrictions are in place for your safety, our operators do not have the authority to override them and height restrictions will not be altered under any circumstances. Furthermore, the configuration of the seats and safety systems on the ride, amusement device or attraction may not allow access for certain guests. Guests must have sufficient upper body strength to sit in an appropriate position in all rides, amusement devices or attractions.

7.5 Carer's: Please go to the Ticket Office and show your official documentation to obtain a Carer's stamp on the day of your visit to accompany your full paying guest free of charge.

8 YOUR BEHAVIOUR

8.1 Unnecessary noise or any behaviour likely to cause annoyance to other guests or confusion of any kind is not permitted in any part of the Site. Smoking (including the use of e-cigarettes) is strictly prohibited. All rides, amusement devices or attractions and any other facilities located at the Site must only be used in accordance with the relevant operator's instructions.

8.2 Your dress & appearance must be suitable for a family Site:

8.2.1 You must wear appropriate clothing (always including a top and shoes) whilst at the Site;

8.2.2 If you are wearing clothing that is indecent or likely to cause offence in any way, you will be refused entry or removed from the Site;

8.2.3 Stilettoes and loose clothing are not allowed on some rides, amusement devices and attractions due to health and safety reasons.

9 SECURITY

9.1 To prevent offensive weapons or dangerous articles from being brought into the Site, you are admitted to the Site subject to the condition that, if requested to do so, you will allow yourself and/or your belongings to be searched.

9.2 It is prohibited to bring into the Site any weapons, fireworks, smoke bombs, glass bottles or other articles which may cause injury. The throwing of any article which could cause injury or affect the enjoyment of other guests is strictly prohibited. Any person found to be in possession of an article deemed to be offensive or dangerous will be immediately escorted from the Site without any right to a refund and Clacton Pier reserves the right to make reports to the relevant authorities which may lead to prosecution.

9.3 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 any right to a refund.

9.4 CCTV cameras are used to assist in the proper running of the Site. However, we do not make any representation as to the extent of coverage provided by the cameras. Please see further terms and conditions in relation to CCTV.

10 ALCOHOL

10.1 The consumption of intoxicating liquor is permitted only in licenced areas within the Site. Accordingly, intoxicating liquor may not be taken into the Site except with the express permission of Clacton Pier and any persons found possessing alcohol, or who appear to be under the influence of alcohol may be refused admission to the Site or escorted from the Site without any right to a refund.

11 ANIMALS

11.1 Pets or animals are expressly prohibited in the Site (except for guide dogs, hearing dogs and assistance dogs). Clacton Pier reserves the right to contact any relevant authority to make and be responsible for any decision in relation to any animals that are left unsupervised or that are found to be in distress.

12 PHOTOGRAPHY & FILMING

12.1 Unless it is expressly prohibited, you are permitted to take photographs and recordings within the Site if these are solely for private use and are not sold or used for any commercial or public purpose. By accepting these Entry Conditions, you acknowledge that Clacton Pier may on demand have access to photographs taken and video footage captured by you and request that certain photographs and/or footage are deleted if they are deemed to be offensive to other guests and/or staff. By accepting these Entry Conditions, you agree not to intentionally photograph and/or capture video footage of any individual without that person's permission and you must adhere to all photography/filming restrictions in place from time to time whilst within the Site.

12.2 From time-to-time Clacton Pier or other authorised parties carry out photography and/or video recording in the Site, which may feature guests. Entry to the Site is deemed acceptance of these Entry Conditions, and you therefore agree that Clacton Pier or any authorised party may use such images in perpetuity in any promotional, advertising or publicity material in any format whatsoever. You further agree that copyright in these materials rests with Clacton Pier or such authorised party (as the case may be).

13 OUR LIABILITY

13.1 Boardwalk, Ride Deck and Berthing Arm:

13.1.1 Clacton Pier is over 150 years old and this age is reflected in areas of the pier structure. Persons entering the site accept that they must take reasonable steps and remain observant, particularly when walking on the boarded areas of the ride deck, pier neck, pier head and berthing arm due to level differences. Persons also must be aware of trips and slippery surfaces, particularly when wet, and in the winter period.

13.1.2 Appropriate footwear must be worn when walking on the boardwalk, ride deck and berthing arm.

13.2 Clacton Pier accepts no responsibility for any loss and/or damage suffered by you as a result of any event outside our control (including any distress, inconvenience, anxiety or loss of enjoyment arising from the evacuation of the Site). This does not affect your statutory rights.

13.3 All items, belongings and other property brought into the Site by you are at your own risk and we accept no liability for any loss or damage to such property. As such, we recommend that you do not bring valuables to the Site.

13.4 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 8th February 2023