



GENERAL TERMS OF ENTRY

1. For the purpose of these Entry Conditions, the following definitions shall apply:

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.

Site: Clacton Pier

- 1.1 In this document the following terms Clacton Pier/'Us'/'We' refer to 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 By using the Clacton Pier website, or when visiting the site you agree to be bound by these 'Terms & Conditions'.
- 1.3 You are admitted to this site subject to the following Entry Conditions. If you fail to comply with them you may be removed from the site 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.

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 or additional needs. All persons in and around the Site should always behave in a safe manner.

2.2 - Whilst visiting the Site, you must –

- comply with any directions or instructions given to you by Clacton Pier personnel or any third party instructed on behalf of Clacton Pier.
- follow written information, warnings and advice provided by us around the Site
- respect our staff at all times as we will not tolerate any harassment including, verbal abuse, threatening or violent behaviour or sexual harassment toward them.
- respect other guests by behaving in a manner that is safe and does not cause annoyance, intimidation nor puts others at risk.

2.3 - 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 ADMISSIONS - (Please also refer to our Accessibility Section (website) and Accessibility Guide

3.1 - The following are prohibited from the site

- any weapons (including imitation weapons) , fireworks, smoke bombs, glass bottles or other articles which may cause injury.
- possession and use of controlled or illegal substances
- possession and consumption of alcohol (other than purchased and consumed in our licensed bar)
- Wheeled items – scooters, bicycles, skateboards, rollers skates / blades and wheeled trainers/footwear – with the exception of mobility aids
- Footballs or other ball games
- Drones and commercial filming equipment

To prevent the above we reserve the right to conduct security searches of clothing, bags and all other items on entry and exit and the right to confiscate such items which may cause danger or disruption to others and refuse admission to, and/or eject from the site, any person or family or group appearing to be intoxicated, under the influence of controlled substance, or otherwise behaving dangerously or inappropriately. No refunds will be given under these circumstances.

3.2 No commercial activity (including but not limited to guided tours, filming, photography, selling of goods, or distribution of leaflets) is permitted on the Site without prior written consent from Clacton Pier.

3.3 - 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. Any child or children on site must always remain under the control or active supervision of the accompanying adult. In the event of a lost child, guests should contact the nearest member of staff. Clacton Pier has safeguarding procedures in place and all reports will be handled in accordance with these.

3.4 - Smoking and use of e-cigarettes is not permitted on Clacton Pier and is a fire and safety risk. If you are found using either of these on the pier you may be asked to move to a designated smoking area.

3.5 - You are responsible for your belongings at all time when visiting the pier. We do not accept any responsibility for any personal property brought to the venue. Lost property items are kept for 14 days before being donated to charity.

3.6 - Only food or drink purchased from the pier may be consumed on the site. Food and drink purchased or prepared elsewhere may not be consumed anywhere on the pier including all indoor and outdoor areas.

3.7- Clacton Pier has the right to refuse admission to any person we consider to be inappropriately dressed. Your dress & appearance must be suitable for a family site, always including a top and shoes and no items that are indecent or likely to cause offence in any way.

3.8 - We do not allow wheeled vehicles other than mobility aids onto the Pier.

3.9 - With the exception of Assistance dogs (refer to our Accessibility Guide) pets and other animals are not allowed on the Site other than well behaved dogs that are welcomed in our Boardwalk Bar.

Dogs classed as 'dangerous dogs' or dogs whose behaviour is disrupting other guest are not permitted into any area of the site in any circumstances.

4.0 - Stiletto heels and loose clothing are not allowed on some rides, amusement devices and attractions due to health and safety reasons. Suitable footwear should be worn at all times

4.1 - We will 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 who has acted in a way that we consider to be disrespectful to our employees, our premises and property or other guests. Pre-booked wristbands and tickets are non-refundable in the event that admission is refused or relinquished for any reason referred to in these Terms of Entry.

.4 SITE AVAILABILITY –

4.1 Clacton Pier 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 with no refunds being given.

4.2 Clacton Pier reserves the right, without prior notice, to close and/or change the programme of rides, amusement devices, attractions and events or the Site's operating hours with no refunds being given.

4.3 If the whole Site is closed for any reason we reserve the right to offer substitute tickets for rides, amusement devices or attractions on an alternative date in substitution for any other form of redress with no refunds being given.

4.4 - In the event of extreme weather conditions where it is deemed unsafe to operate rides or remain open to the public, Clacton Pier reserves the right to offer alternative dates or credits for use. No cash refunds will be given.

5 WRISTBANDS, TICKETS

5.1 Wristbands, Tokens, Tickets and Admissions are only valid for the date of purchase and are non-refundable.

5.2 Wristbands, Tickets, Fun Card Credits and Admissions may not be valid for special events or concerts which may attract a separate admission fee. Please refer to website for any specific restrictions.

5.3 All wristbands/tickets/vouchers including Annual Passes and Passholder bands are nontransferable, not for resale and will become automatically void / cancelled on any transfer and if altered, tampered or removed from the persons wrist.

5.4 Unused Fun Card Credits will expire 24 months after the date of last use.

5.5 Wristbands, Tickets and Admissions booked in advance do not guarantee admission to the Site or individual rides or attractions .

5.6 When Wristbands, Tickets, Fun Card Credits and Admissions are purchased from Clacton Pier on behalf of a minor the buyer accepts these Terms of Entry on behalf of every guest and is responsible for ensuring the guest understands and will comply with them.

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 No other promotional offer or discount can be used in conjunction with online sales.

6.2 Wristbands, Tickets and Admissions booked online will receive an official confirmation e-mail and reference that should be available to access your items from the Attraction entrance.

7 USE OF RIDES, ATTRACTIONS, AMUSEMENT DEVICES, COIN OPERATED MACHINES

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, size and capabilities. NOTE: Our ride operators are not permitted to change these instructions under any circumstances.

7.2 Guest information is available near rides to explain the safe use of all our rides, amusement devices and attractions. Please make sure you understand all this information before deciding on the suitability of each ride, amusement device or attraction for the guest's ability. If you have any questions about this information please ask the ride operator. Clacton Pier will not accept responsibility for any harm or damage caused by visitors who fail to follow instructions or safety information that we provide.

7.3 Guests must comply with all information, advice and instructions given by our ride operators. Any guest not following the information and advice or acting in a way that risks their own safety or that of others will be asked to leave the site.

7.4 The design and layout of the seats and safety systems on a ride, amusement device or attraction may not enable safe use for certain guests. Guests must have sufficient upper body strength to sit in an appropriate position in all rides, amusement devices or attractions. (See Accessibility Guide)

7.5 - Guests with pre-existing medical conditions including (but not limited to) heart conditions, back or neck problems, epilepsy, or pregnancy, are strongly advised not to use certain rides and attractions. Please refer to the health and safety signage and speak with a ride operator if unsure.

7.6 Essential Companions must ensure the Essential Companion wristband is visible at all times and the Essential Companion must accompany the guest needing their support on all rides, and accept responsibility for, and be capable of assisting the guest in any situation such as emergency evacuations.

8 PHOTOGRAPHY & FILMING

8.1 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.

8.2 As a family attraction we ask you to agree not to intentionally photograph and/or capture video footage of any individual without that person's permission. By accepting these Terms of Entry you acknowledge that Clacton Pier may request that certain photographs and/or video footage are deleted if they are considered to be offensive to other guests and/or staff.

8.3 Clacton Pier or other authorised parties may carry out photography and/or video recording in the Site, which may feature guests. Entry to the Site is deemed acceptance of these Terms of Entry and you 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).

9 SECURITY

9.1 CCTV cameras are used to assist in the proper running of the Site including the enforcement of these Terms and Conditions. However, we do not make any representation as to the extent of coverage provided by the cameras.

9.2 – **Our right to remove you** – 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.

9.3

If any guest in breach of any of these Terms of Entry 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.

10 OUR LIABILITY

10.1 - 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.

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

10.3 - 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.

10.4 - 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.

10.5 - These Term of Entry 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.