

These 'Terms & Conditions' may vary from time to time. Please make sure you review them regularly as you will be deemed to have accepted a variation if you continue to use this website after any variation has been posted.

### GENERAL

### **About Brighton Palace Pier**

- Brighton Palace Pier is operated by The Brighton Pier Group Ltd Registered company in England and Wales No. 08687172
- Registered Address: 36 Drury Lane, London WC2B 5RR
- VAT number: 177 405 354

### Using this Website

By using the Brighton Palace Pier websites you agree to be bound by these 'Terms & Conditions'.

### Security

By logging on, you will be assuming all risks associated with the use of the website, including risk to your computer, software, data, information or other proprietary material being damaged by any virus which may be transmitted or activated via the website or your access to it, or any linked website. You must not misuse this website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful or by deep linking to its functionalities. You must not attempt to gain unauthorised access to this website, the server on which it's stored or any server, computer or database connected to it. You must not attack this website, via any form of assault.

### Disclaimer

Brighton Palace Pier gives no warranty to the accuracy of the information accessed through the website and accepts no liability for any loss, damage or inconvenience that may be caused in the event that inaccurate information appears on it. Every attempt has been made to present up-to-date, accurate information. Information may be changed or updated without notice. The material on this website may be out of date at any given time, and Brighton Palace Pier is under no obligation to update such material. Brighton Palace Pier will not be liable if for any reason this website is unavailable in whole or in part at any time or for any period. Materials posted on this website are not intended to amount to advice on which reliance should be placed. Brighton Palace Pier disclaims all liability and responsibility arising from any reliance placed on such materials by you or any third party. If the need arises, access to this website may be suspended or terminated indefinitely.

# COPYRIGHT

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## ADMISSIONS

- The management reserves the right to refuse admission to and/or eject any person appearing to be intoxicated, under the influence of drugs, or otherwise behaving dangerously or inappropriately. No refunds will be given under these circumstances. To ensure safety, we reserve the right to conduct security searches of clothing, bags and all other items on entry and exit and reserve the right to confiscate items which may cause danger or disruption to others.
- You are responsible for your belongings when attending an event. Brighton Palace Pier does not accept any responsibility for any personal property brought to the venue. Lost property items are kept for 14 days.
- Food and drink purchased elsewhere may not be consumed in the inside areas of Brighton Palace Pier, or the outside areas of Horatio's Bar, Palm Court Restaurant and Victoria's Bar.
- Smoking is not permitted on Brighton Palace Pier and is a fire and safety risk. If you are found smoking on Brighton Palace Pier you will be asked to leave immediately by the security team. Designated smoking areas exist in the fenced outside areas of Horatio's Bar and Palm Court Restaurant.
- Brighton Palace Pier requests that all customers leave the venue quietly at the end of any evening events.

# DRESS CODE

• Brighton Palace Pier has the right to refuse admission to any person inappropriately dressed.

## WRISTBAND TERMS AND CONDITIONS

- This individual wristband is issued subject to the Rules and Regulations of Brighton Palace Pier, sharing is not permitted.
- The wristband is ONLY valid for the day purchased. Online wristbands must be purchased with at least 24 hours in advance of use date.
- To gain access to the ride, the wristband holder must present their wristband to the Rides Operator for scanning, and must be on the wrist or leg, to gain access to the rides.
- Height restrictions apply to all rides.
- Due to weather conditions some rides might not be available.

- The management reserves the right to refuse admission without refund or other compensation should wristband holders breach any Rules and Regulations of Brighton Palace Pier, i.e abusing the rides cashiers.
- Wristbands are sold subject to the management's right to alter or vary access due to events or circumstances beyond its control without being obliged to refund monies or exchange tickets.
- The wristband purchaser represents and warrants that the wristband is purchased for personal use only, and that the wristband may not be resold or offered for resale by anyone. Resale or attempted resale of a wristband is grounds for cancellation of that wristband and the holder may be refused entry to, or ejected from Brighton Palace Pier, without refund or other compensation.
- Rides are subject to current weather conditions, and during extreme weather conditions rides will close.
- All refunds are refunded to original purchase or payment methods. Please allow 3 to 5 working days for the refund to credit your account.
- No credit/debit card details will be held once the payment is processed. World Pay and Merlin will hold your personal details. We will hold your details for wristband collection and for up to 7 days after the date of collection.
- All wristbands purchased are non-refundable, subject to term and conditions of Brighton Palace Pier.

## **Limitation of Liability**

Nothing in these 'Terms & Conditions' is intended to exclude or to limit in any way any liability which Brighton Palace Pier may have for death or personal injury to any person caused by their negligence, for fraud, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law. Under no circumstance will Brighton Palace Pier be liable for any loss, damage, cost or expense, which was not reasonably foreseeable at the time the ticket was purchased or which was not directly attributable to any act or omission of Brighton Palace Pier.

Brighton Palace Pier shall not be liable for any loss of enjoyment or any wasted expenditure in excess of the face value of the wristband. Brighton Palace Pier shall not be liable for any indirect, punitive or consequential loss or damages or any loss of income or profits. Invalidity: The invalidity or partial invalidity of any provision of these 'Terms & Conditions' shall not prejudice or affect the remainder of these 'Terms & Conditions', which shall continue in full force and effect.

## **Governing Law and Jurisdiction**

These 'Terms & Conditions' and any dispute or claim arising from, or related to, a visit to this website, shall be governed by and construed in accordance with the law of England and Wales. The English courts shall have exclusive jurisdiction over any such dispute or claim, although Brighton Palace Pier retains the right to bring proceedings against you for breach of these 'Terms & Conditions' in your country of residence or any other relevant country.