



# **Discover Clacton Website Terms and Conditions**

**Effective Date: 01/07/2025**

These Terms and Conditions govern your use of the Discover Clacton website ("we", "us", "our"). By accessing or using our website ([www.discoverclacton.co.uk](http://www.discoverclacton.co.uk)), you agree to be bound by these terms. If you do not agree, please do not use the site.

## **1. Use of the Website**

By using our website you unconditionally agree to be bound by our Privacy policy.

You may not use it in any way that breaches any applicable local, national or international law or regulation, or that is unlawful or fraudulent.

As operators of the Discover Clacton website Clacton Coastal Tourism Group reserves the right to refuse requests for content that do not meet the standards and criteria set out in the Business Listings and Submissions in Section 2 of this document.

You must not misuse our website by introducing viruses, trojans, or other malicious or harmful technology, or attempt to gain unauthorised access to our systems.

## **2. Business Listings and Submissions**

The Discover Clacton website has been created to promote the tourism industry and local assets for residents and visitors to the Coastal Clacton area. As such we accept submissions from local businesses and event organisers to be included in our public directory of attractions, services, and things to do in Clacton-on-Sea and the surrounding area.

When considering a submission for inclusion please refer to the included maps for the areas covered by the respective sections of the website.

### **a) Eligibility and Accuracy**

By submitting a listing:

- You confirm that the business, service or event is based in or directly serves the residents and visitors to Clacton-on-Sea and the surrounding coastal area as defined by our Categories and Criteria in subsection 2b of this document.
- You agree that the information you provide is accurate, up to date, and not misleading.
- You confirm that you are authorised to provide this information for the business/organisation
- We reserve the right to edit, reject, or remove any submission that we deem unsuitable, inaccurate, or not in keeping with the aims of Discover Clacton.

**b) Categories and Criteria – for the purpose of clarity and consistency we have provided the following information for those submitting a request for information to be included on the Discover Clacton website**

**Events**

Events must:

- Take place within the area defined by the orange line on the map included in these Terms and Conditions or at our discretion if considered to be benefitting to the tourism offer in Clacton-on-Sea.
- Be open to the public.
- Have published opening and running times.
- Be suitable for inclusion in a tourism context (e.g. festivals, live performances, guided walks, markets, exhibitions).
- Not promote hate, violence, or political agendas.
- It is the businesses / organisers responsibility to ensure accurate information and imagery to promote the event, any content in breach of these criteria will result in the submission being rejected or removed from the website.

**Food and Drink**

Submissions will be considered by businesses meeting the criteria below and located within the area defined by the orange line on the map included within these Terms and Conditions:

- Submissions will be considered from businesses that offer facilities for 'dining out' food on the go' or 'snacks'.
- Businesses should provide clarity about the services they offer.
- Businesses should include their opening hours.
- Businesses are responsible for complying with all the appropriate licencing requirements and operating conditions
- The facility providing the food or drinks should be a permanent building / installation
- Businesses should be actively trading and open to the public for 6 months of a year.

**Accommodation**

Submissions will be considered from businesses across the whole range of accommodation types used by visitors to the Tendring area located within the area bound by the green line on the included map:

- Businesses may include hotels, guest houses, bed & breakfasts, self-catering holiday lets, camping and caravan sites.
- Accommodation must meet all legal requirements (including clear and comprehensive Terms and Conditions and meet hygiene and safety regulations). Potential guests are strongly advised to undertake their own due diligence before making bookings.
- Businesses must be open for bookings across 6 months of a year, being able to receive bookings or enquiries from the general public.

## **Things to Do**

Includes attractions, tours, activities and experiences. These should:

- Be visitor-facing.
- Operate seasonally or year-round with consistent public availability.
- Be licenced and insured, where relevant.

**We consider ‘Things to do’ as potentially a place to visit within a destination or it may be the destination itself.**

Submissions will be considered including for notable places, landmarks or public areas / locations of interest (e.g. beaches, piers, theatres, museums, gardens, promenades, historic sites etc) that attract visitors due to its attractions, activities or unique experiences. Destinations should be within the area marked by the orange line on the included map.

We reserve the right to move listings into the most appropriate category or refuse inclusion of any submissions that are not relevant to visitors.

If you are considering submitting a destination entry please do so and we will consider its inclusion based on –

- Being open to the public for more than 6 months in a year, in particular during peak holiday season April onwards.
- Numbers of visitors
- Open to visitors with or without the need for reservations.

## **3. Intellectual Property**

All content on this website, including text, graphics, branding and layout, is the property of Discover Clacton or its licensors and is protected by copyright law.

You may view and print content for your personal use only. You may not reproduce, distribute or commercially exploit any material without written permission.

## **4. Links to Other Websites**

This website includes links to external sites. These are provided for your convenience and do not signify our endorsement. We have no control over the content or operation of these sites and are not responsible for any loss or damage arising from their use.

## **5. User-Generated Content**

If you contribute photos, comments, reviews, or content, you grant Discover Clacton a non-exclusive, royalty-free licence to use, reproduce and display this content in connection with our website and promotional activities.

You are responsible for ensuring you have the rights to share any content you submit.

## **6. Disclaimers**

We make reasonable efforts to ensure the accuracy of content but do not guarantee it is free from errors or omissions.

Listings are submitted by third parties, and we do not endorse, vet or take responsibility for the services they offer.

All use of this website is at your own risk.

## **7. Limitation of Liability**

To the fullest extent permitted by law, we shall not be liable for any loss or damage, direct or indirect, arising from your use of this site or reliance on any content.

## **8. Privacy**

Our use of your data is governed by our [Privacy Policy](#). By using this website, you consent to our collection and use of personal data as set out therein.

## **9. Changes to These Terms**

We may revise these Terms and Conditions at any time by updating this page. Please check regularly for any updates. Continued use of the site constitutes your acceptance of the updated terms.

## **10. Contact**

For enquiries about these terms, listings, or any issues with the website, please contact: [hello@discoverclacton.co.uk](mailto:hello@discoverclacton.co.uk)

