



PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING UP TO MEMBERSHIP OF VISIT ESSEX.]

1. What's in these terms?

1.1 These terms tell you the terms for membership to Visit Essex and for using our website www.visitessex.com (our site)

2 Who we are and how to contact us.

2.1 www.visitessex.com is a site operated by Simple View on behalf of Essex County Council ("We") We are situated at County Hall Chelmsford CM1 1QH.

2.2 We make efforts, as a destination management organisation responsible for promoting and developing tourism across the county, to ensure that the tourism businesses and We promote are of good quality. There is, therefore, a list of expectations of our members

2.3 To contact us, please email tourism@essex.gov.uk or telephone our customer service line on 033301 30277

3 Membership

3.1 Membership is for one year

3.2 As a member you will benefit from our marketing and business support activities including inclusion in marketing campaigns, communications and on the Visit Essex website and access to training courses and networking events

3.3 Once payment has been made, no refund will be given. Payment should be made with 30 days of receipt of invoice.

3.4 You must give notice of three months if you wish to withdraw your membership.

3.5 For whatever reason, if you cease to be a member of Visit Essex, you will no longer receive benefits and will be removed from the website and other promotions. You must also remove any visible association with Visit Essex

3.6 You are requested to submit your visitor numbers/occupancy at least once a year and are encouraged to participate in Visit Essex research surveys, you will be contacted by the Visit Essex team.



- 3.7 If you do not wish to renew your membership at the end of the 12 month period, you are required to give us written notice of this at least one calendar month before the date on which your current membership expires by emailing tourism@essex.gov.uk
- 3.8 Should you have a grievance with your membership you can take it to the Board where it will be dealt with promptly This can be done by emailing tourism@essex.gov.uk
- 3.9 By paying your fees and/or using our site you are signing up to membership of Visit Essex and you agree that you accept these terms and you agree to comply with these terms of use.
- 3.10 If you do not agree to these terms, you will not be promoted by Visit Essex.
- 3.11 We recommend that you keep a copy of these terms for future reference.
- 3.12 These terms form part of our Acceptable Use Policy and set out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy There are other terms that may apply to you
- 3.13 **These terms of use refer to the following additional terms, which also apply to your use of our site:**
- 3.13.1 Our Privacy Policy <https://www.visitessex.com/information/data-protection-policy?policyid=VESSWEBPRIPOL> See further under [How we may use your personal information](#).
- 3.13.2 Our Cookie Policy is withing our privacy policy <https://www.visitessex.com/information/data-protection-policy?policyid=VESSWEBPRIPOL> which sets out information about the cookies on our site.
- 3.14 You must maintain and operate your businesses and premises in accordance with all statutory requirements that may be in force. You must comply with all rules, regulations, legislation and directives imposed either by the government or by a recognised relevant body.
- 3.15 You must at all times maintain the highest possible standards of welcome through courtesy, friendliness and service appropriate to your business.

4 We may make changes to these terms

- 4.1 We may amend and/or update the terms of our website usage and Acceptable Use Policy from time to time. You will be sent a copy of any amendments when



necessary please check these terms to ensure you understand the terms that apply at that time.

5 We may make changes to our site

5.1 We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities

6 We may suspend or withdraw our site

6.1 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal but there may be some instances where notice is not possible.

6.2 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

6.3 If you have outstanding membership fees due to us, we reserve the right to suspend your membership and all membership benefits

6.4 We reserve the right to refuse or cancel a membership. This is particularly relevant should a member's offering be of reduced standard. No refunds are given in respect of membership fees already paid.

7 We may transfer this agreement to someone else

7.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

8 You must keep your account details safe

8.1 You will be provided with your own log in details for the Visit Essex website. You are responsible for your entry and will ensure that information is correct and kept up to date, and in keeping with the guidelines provided by Visit Essex.

8.2 We have the right to amend any entries on the website submitted by members'.

8.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.



8.4 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

8.5 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at tourism@essex.gov.uk

9 How you may use material on our site

9.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

9.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

9.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

9.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

9.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

9.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10 Do not rely on information on this site

10.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

10.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

11 We are not responsible for websites we link to



11.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

11.2 We have no control over the contents of those sites or resources.

12 User-generated content is not approved by us

12.1 This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

13 How to complain about content uploaded by other users

13.1 If you wish to complain about content uploaded by other users, please contact us on <https://www.visitessex.com/information/contact-us>

Our responsibility for loss or damage suffered by you

14 Whether you are a consumer or a business user:

14.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

15 If you are a business user:

15.1 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

15.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

15.2.1 use of, or inability to use, our site; or

15.2.2 use of or reliance on any content displayed on our site.

15.3 In particular, we will not be liable for:

15.3.1 loss of profits, sales, business, or revenue;

15.3.2 business interruption;



15.3.3 loss of anticipated savings;

15.3.4 loss of business opportunity, goodwill or reputation; or

15.3.5 any indirect or consequential loss or damage.

16 How we may use your personal information

16.1 We will only use your personal information as set out in our privacy policy <https://www.visitessex.com/information/data-protection-policy?policyid=VESSWEBPRIPOL>

17 Uploading and sending content

17.1 Whenever you make use of a feature that allows you to upload content to our site, our image library (Canto), send to us via email or press release or make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy

17.2 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

17.3 Any content you upload or send will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in.

17.4 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

17.5 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

17.6 You are solely responsible for securing and backing up your content.

17.7 Any content that is supplied to us for the website, social media or marketing 'have been taken in adherence to UK GDPR law and have the approved permissions, consent and copyright for Visit Essex to use without credit.

17.8 By uploading any content you take full responsibility and indemnify Visit Essex of any possible breach of the Data Protection Act 2018, General Data Protection Regulation 2016/679.

17.9 By uploading any content you take full responsibility and indemnify Visit Essex of any possible breach of the Copyright, Designs and Patents Act 1988 and the Intellectual Property Act 2014.



17.10 Visit Essex is not responsible for any breaches the user who uploaded the content committed under any legislation pertaining to Data Protection, Copyright, and Intellectual Property in any jurisdiction the content is viewed from and/or uploaded from.

18 Rights you are giving us to use material you upload and send to us.

18.1 For any content that you upload or send to us, you grant us the following rights to use that content:

18.1.1 a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by Visit Essex and across different media including to promote the site or the service to expire when the user deletes the content from the site or provides written notification to remove the content from our site.

18.1.2 a worldwide, non-exclusive, royalty-free, transferable licence to use and distribute commercially to any party that Visit Essex sees fit. This includes sharing the content with third Parties such as advertisers who may use this material for marketing purposes or any purpose they may seem fit in order to promote Essex.

19 We are not responsible for viruses and you must not introduce them

19.1 We do not guarantee that our site will be secure or free from bugs or viruses.

19.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

19.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

20 Rules about linking to our site

20.1 You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

20.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

20.3 You must not establish a link to our site in any website that is not owned by you.



20.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

20.5 We reserve the right to withdraw linking permission without notice.

20.6 The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy

20.7 If you wish to make any use of content on our site other than that set out above, please contact tourism@essex.gov.uk

21 Which country's laws apply to any disputes?

21.1 If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

21.2 If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.