

# Windsor Great Park Horse Riding Membership terms and conditions



Conditions from 1 April 2020

## Definitions

- 'fee' the annual fee from time to time for the membership year
- 'horse box car park' means the car park at Ranger's Gate off the A332 (postcode SL4 2LD) or the car park at Swinley Park along the B3017 Swinley Road (post code SL5 8BB)
- 'map' means the plan attached to these terms and conditions
- 'membership card' means a serial numbered RFID photo identification card issued by the Crown Estate Commissioners as evidence of a membership
- 'individual riding membership' means a riding membership for an individual rider
- 'membership' means either an individual riding membership or a school riding membership as applicable for the membership year
- 'membership year' is now year round and will be valid for one calendar year from and including the date of processing until the end of the same month of the following calendar year, e.g. if membership began on 4 April 2020, it would expire on 31 April 2021.
- 'Park' means Windsor Great Park and Swinley Forest
- 'rider(s)' means an individual exercising the riding rights under an individual riding membership or a school riding membership
- 'riding rights' means the right to ride in the Park subject to the provisions of these terms and conditions
- 'riding school' means a riding school holding a school riding membership
- 'riding school membership' means a riding membership for a riding school under which an individual rider is permitted to exercise the riding rights
- 'we', 'us', 'our' means The Crown Estate Commissioners on behalf of Her Majesty acting in exercise of the powers conferred by the Crown Estate Act 1961, of 1 St James's Market, London SW1Y 4AH

## 1. Application for membership

- 1.1. Application for a membership shall be taken as acceptance of these conditions.
- 1.2. The non-refundable membership fee will be taken at the time of application.

### *Individual riding membership*

- 1.3. All riders must hold a current third party liability policy, with a minimum sum insured of £5,000,000 (five million), as well as a current personal accident policy. It is the riders' responsibility to maintain these policies throughout the duration of their membership. Evidence (Insurer name, policy number) of these policies is required on application or renewal of an individual riding membership.
- 1.4. All riders must provide us with the name and contact telephone number of a next of kin.
- 1.5. All riders must have a photograph taken at The Savill Building and on payment of the fee; riders will be issued with a membership card.

### *Riding school membership*

- 1.6. Any riding school must hold a current third party liability policy, with a minimum sum insured of £5,000,000 (five million), as well as a current personal accident policy, which must cover all riders exercising the riding rights under the riding school membership and all employees of the riding school. It is the riding school's responsibility to maintain these policies throughout the duration of the membership. Evidence of these policies is required on application or renewal of a riding school membership.
- 1.7. Applicants for riding school membership must also provide copies of the following documents to us before a riding school membership will be issued or renewed:
  - 1.7.1. licence issued by the Local Authority giving approval for riding school to operate;
  - 1.7.2. evidence of British Horse Society approval; and
  - 1.7.3. a copy of the riding school's health & safety policy and risk assessment (to include emergency contingency

- planning) in relation to escorted rides.
- 1.8. On payment of the fee, the riding school will be issued with membership cards.

## 2. Memberships

- 2.1. All memberships and membership cards are personal to the rider or riding school (as applicable). Memberships and membership cards are NOT transferable and CANNOT be assigned, transferred, shared or sold.
- 2.2. In the case of riding school membership cards, these are for use only by:
- 2.2.1. the riding school's paying customers who participate in an escorted rider ("customers"); or
- 2.2.2. the riding school's employees whilst acting as escorts ("escort").
- 2.3. Whilst exercising the riding rights, all individual riders, customers and escorts must display a membership card in the holder issued by us (or any holder which has been approved by us in advance) which is visible to Park Wardens at all times and shall be made available for inspection at any time on demand by any Park Warden or other agent or authorised representative of us. Failure to produce the membership card will mean that a rider will be asked to leave the Park and membership may be terminated as per clause 5.1.
- 2.4. All customers must be accompanied by an escort at all times.
- 2.5. If a replacement membership card is required, please report this at The Savill Building. A charge of £10 (non-refundable) will be incurred for each lost membership card. Membership benefits will resume once a new membership card has been received by the member. Broken membership cards will be replaced free of charge.
- 2.6. Individual and school riding memberships do not provide permission to operate a horse and carriage. A separate Windsor Great Park Carriage Driving Membership must be purchased.

## 3. Permitted riding areas

- 3.1. Horseboxes are permitted in the horsebox car parks only. Parking horse boxes elsewhere in the Park will constitute a breach of these conditions.

- 3.2. Riders may only enter or leave the Park through the following gates: Bishopsgate, Blacknest Gate, Bears Rails Gate, Ranger's Gate and Ascot Gate.
- 3.3. Riders with a valid Windsor Great Park gate key may use the riding track between Shepherd's White's Corner and Wood Pond Gate to Sandpit Gate in South Forest to access the Park. Access to the Park via Windsor and Cranbourne Forests is not permitted.
- 3.4. Riders may only exercise the riding rights in the areas highlighted on the map.
- 3.5. Exercise of the riding rights is prohibited within the Village, on grass rides (except Queen Anne's Ride), mown verges, mown areas along the Long Walk and in bracken, on the Polo Ground and at the Golden Jubilee Statue.
- 3.6. Exercise of the riding rights is only permitted during daylight hours.
- 3.7. Riders are restricted to roads and tracks from 1st November to 31st March. We reserve the right to extend the restrictions on permitted riding areas as necessary in the event of periods of inclement weather or to close the whole or parts of the Park for riding at any time. We will in these situations notify riders or display notices at the Park gates.
- 3.8. For the purposes of this clause, clause 3.7 does not apply. Snow Hill (where the Copper Horse statue is situated in the Deer Park) is a Site of Special Scientific Interest, therefore access to this area is only permitted on tracks throughout the whole year.

## 4. Access rules

- 4.1. Riders are responsible for their own health and safety, and must have regard for the health and safety of others visiting the Park for whatever purpose. The Park is a popular recreational destination. We therefore ask all our visitors to pay due care and attention at all times to other visitors and residents, including road users, pedestrians, horse riders, cyclists and dog walkers.
- 4.2. Riders must:
- 4.2.1. obey track signs and notices restricting access;
- 4.2.2. comply with the Windsor Great Park Regulations 1973 and directions given by Park Wardens;

- 4.2.3. wear appropriate riding clothing including an approved riding hat and suitable safe footwear. Riding school employees must wear reflective jackets while acting as ride escorts. Reflective jackets are recommended for all riders when riding in inclement weather.
- 4.3. Riders must not:
- 4.3.1. ride at a pace faster than a “hand canter”;
- 4.3.2. ride recklessly in a way which could endanger the safety or interfere with the comfort and convenience of other users of the Park including racing, jumping, riding more than two abreast and showing, trying exercising or breaking-in horses; and
- 4.3.3. be accompanied by dogs.
- 4.4. Riding schools must ensure that each group of riders entering the Park is under the control of a competent escort. Groups must not exceed seven riders including the escort or escorts.
- 4.5. Access will be subject to any updates or closures as are posted on [www.windsorgreatpark.co.uk/visitorupdates](http://www.windsorgreatpark.co.uk/visitorupdates) and the official Windsor Great Park Facebook and Twitter social media channels. You may wish to join the closed official Windsor Great Park horse riding Facebook group. We ask that all members adhere to the social media community guidelines posted on these pages. Serious failures to adhere to these can result in membership being terminated. You can also provide your email address to [membership@windsorgreatpark.co.uk](mailto:membership@windsorgreatpark.co.uk) or at The Savill Building and opt in to receiving news, notifications and offers that may affect your next visit.
- 4.6. Riders are advised that there are many obstacles in the Park, including concealed ditches and rabbit holes and due attention is required at all times.
- 4.7. Riders will, from time to time, meet polo ponies on exercise. Polo grooms have been instructed to reduce speed to a walk when passing other riders and riders are required to do the same.
- 5. General**
- 5.1. We may terminate any membership at any time with immediate effect and no refund will be given upon notice if a rider commits a breach of these terms & conditions. The rider must surrender their membership card immediately.
- 5.2. We reserve the right to cancel any membership on 30 days written notice for any reason. Memberships are non-refundable. The rider will be required to return their membership card immediately.
- 5.3. We reserve the right to withdraw benefits of a membership to any individual or individuals, or school without recompense if they are abusive towards Crown Estate staff or damage, or threaten to damage any of the collections or property of The Crown Estate.
- 5.4. We reserve the right to change these terms and conditions or benefits at any time. Riders will be notified of these changes in writing, which may be effected immediately.
- 5.5. We accept no responsibility for any death, injury, loss, damage to persons, possessions, horses or vehicles in the exercise of the riding rights or use of the Park. All persons exercising the riding rights or using the Park do so entirely at their own risk. Nothing in this clause shall limit or exclude our liability for (a) death or personal injury or damage to property caused by negligence on our part or our employees and agents or (b) any matter in respect of which it would be unlawful for us to exclude or restrict our liability.
- 5.6. Riders shall indemnify us from and against all losses incurred by us, our employees, officers, agents and contractors as a result of or in connection with any claim by any third party as a result of any negligence, breach or fraud committed in connection with the provisions of these terms and conditions.
- 5.7. Nothing in these terms & conditions is intended to give any rider or riding school any proprietary interest whatsoever in the riding rights or Park.
- 5.8. We give no warranty that the Park are in a safe condition and fit for the purposes set out in these terms and conditions and the rider acknowledges that it does not rely on, and shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of us. Nothing in this clause shall limit or exclude any liability for fraud.
- 5.9. Riders will be held responsible for all claims and demands whatsoever on the part of any person whomsoever in respect of any injury,

loss or damage arising out of or in consequence of the exercise of the rights and liberties given by the membership.

- 5.10. These terms shall be governed by the laws of England. Each party submits to the exclusive jurisdiction of the Courts of England. If any of

these terms are deemed invalid, void, or for any reason unenforceable, that specific term will be deemed severable and will not affect the validity and enforceability of any remaining term.