

Windsor Great Park Carriage Driving Membership terms and conditions



Conditions from 1 April 2020

Definitions

- 'carriage' means a horse-drawn carriage
- 'driver(s)' means an individual driver of a carriage
- 'driving rights' means the right to drive a carriage in the Park subject to the provisions of these terms and conditions
- 'fee' means the annual fee from time to time for the membership year
- 'membership card' means a serial numbered RFID photo identification card issued by the Crown Estate Commissioners as evidence of a membership
- 'Park' means Windsor Great Park
- 'Gardens' means within The Savill Garden, Valley Gardens and on the path around Virginia Water lake
- 'membership' means a membership to exercise the driving rights as applicable for the membership year
- 'membership year' means 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.
- either (as applicable) (a) the date of approval of the membership by Us to immediately succeeding 31 April (inclusive) or (b) from 1 May in the relevant year to the immediately succeeding 31 April (inclusive)
- 'riding conditions' means The Crown Estate's Windsor Great Park Riding Membership terms and conditions from time to time
- 'riding membership' means a horse riding membership subject always to the riding conditions
- '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. These terms and conditions are to be read in conjunction with the Windsor Great Park Riding Membership terms and conditions and all drivers must comply with these terms and conditions and the riding conditions at all times.
- 1.2. Application for a membership shall be taken as acceptance of these conditions.
- 1.3. The non-refundable membership fee will be taken at the time of application
- 1.4. All drivers 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 driver's responsibility to maintain these policies throughout the duration of their membership.
- 1.5. The name and contact number of a next of kin, insurance company name and policy number is required on application and renewal.
- 1.6. All members must have a photograph taken at The Savill Building and on payment of the fee; drivers will be issued with a membership card.

2. Memberships

- 2.1. All membership cards are personal to the driver. Membership cards are NOT transferable and CANNOT be assigned, transferred, shared or sold.
- 2.2. The holder of a Carriage Driving Membership may use their membership as a Horse Riding Membership whilst not operating their carriage.
- 2.3. Whilst exercising the driving rights, a membership card must be displayed in the holder issued by Us (or any holder which has been approved by Us in advance) and 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 representation of Us. Failure to produce the membership card will mean that a driver will be asked to leave the Park and may have their membership terminated as per clause 5.1.
- 2.4. 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.

3. Permitted driving areas

- 3.1. Drivers may only enter or leave the Park through the following gates: Bishopsgate, Blacknest Gate, Ranger's Gate and Ascot Gate.
- 3.2. Exercise of the driving rights is only permitted on tarmac roads and specified horse riding tracks as indicated on the Horse Riding Map.
- 3.3. Exercise of the driving rights is prohibited within the Village, Private areas and within the Gardens.
- 3.4. Exercise of the driving rights is only permitted during daylight hours.

4. Access rules

- 4.1. Drivers 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. Drivers must:
 - 4.2.1. comply with any directions for the regulation of traffic by the Park Wardens and published on notices and track signs in the Park;
 - 4.2.2. comply with the Windsor Great Park Regulations 1973; and
 - 4.2.3. be competent horse carriage drivers.
- 4.3. Drivers must not:
 - 4.3.1. exercise the driving rights on a commercial basis without prior written consent of the Deputy Ranger or Parks Superintendent for the Park;
 - 4.3.2. drive at a faster pace than a "trot";
 - 4.3.3. drive recklessly or so as to endanger or be likely to endanger the safety of other Park users;
 - 4.3.4. be accompanied by dogs;
- 4.4. The Crown Estate Commissioners reserve the right to extend the restrictions on permitted driving areas as necessary, in the event of periods of inclement weather or to close the whole or parts of the park for driving at any time. The Crown Estate Commissioners will in these situations notify riders or display notices at the Park's gates.
- 4.5. Access will be subject to any updates or closures as posted on 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 at The Savill Building and opt in to receiving news, notifications and offers that may affect your next visit.

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 driver commits a breach of these terms & conditions. The driver 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. Drivers will be required to return their membership cards immediately.
- 5.3. We reserve the right to withdraw benefits of a membership to any individual or individuals, 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. Drivers 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 driving rights or use of the Park. All persons exercising the driving 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. Drivers 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 member any proprietary interest whatsoever in the driving rights or Park.

5.8. We give no warranty that the Park is in a safe condition and fit for the purposes set out in these terms and conditions and the member 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. Drivers 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.