

Windsor Great Park Fishing Syndicate



Membership terms and conditions

From 18 July 2023

Definitions

- **"Car Parks"** means the car parks shown on the Map (or such other car parks as designated by the Park Warden from time to time)
- **"Data Protection Legislation"** means the UK General Data Protection Regulation, the UK Data Protection Act 2018 and any relevant laws, regulations and secondary legislation in the UK
- **"Fee"** means the annual fee for the Membership year
- **"Fishing Rights"** means the right to fish in the Lake subject to the provisions of these terms and conditions but not including any rights to carry away any fish from the Lake
- **"Guest"** means any person a Member invites to fish at the Lake in accordance with clause 1.8-1.10
- **"Head Bailiff"** means the management team of the Syndicate from time to time who can be contacted at fishing@windsorgreatpark.co.uk (or such other contact details as may be notified to the Member)
- **"Lake"** means Virginia Water and Obelisk Pond within the Park
- **"Map"** means the plan attached to these terms and conditions
- **"Member"** means an individual holding a valid Membership Card
- **"Membership"** means the Members belonging to the Syndicate
- **"Membership Card"** means a serial numbered RFID photo identification card issued by us for the Membership
- **"Park"** means the land and water areas commonly known as Windsor Great Park
- **"Park Warden"** means a member of our wardens team
- **"Session"** means a period of between one (1) and twenty four (24) hours

- **“Swims”** means those areas shown on the Map, numbered 1 – 50 on Virginia Water Lake and numbered 1 – 11 on Obelisk Pond
- **“Syndicate”** means the Park fishing syndicate
- **“We, us, our”** means the Crown Estate Commissioners on behalf of His Majesty acting in exercise of the powers conferred by the Crown Estate Act 1961, of 1 St James’s Market, London SW1Y 4AH
- **“Welcome Pack”** means the information provided to the Member upon issue of the Membership Card
- **“You, your”** means the Member

Members should read and fully understand these terms and conditions. If you have any questions please contact the Head Bailiff.

1. Membership

- 1.1 An application for Membership shall be taken as acceptance of these terms and conditions.
- 1.2 Membership is personal to the Member. Membership is NOT transferable and cannot be assigned, transferred, shared or sold.
- 1.3 Members must be eighteen (18) years old and above. We reserve the right to ask to see a valid form of photographic identification (ID) as proof of age when processing your Membership. Acceptable forms of ID include passports, driving licenses or identity cards.
- 1.4 Payment of the Fee will be taken at the time of application. Membership will be valid for one (1) 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 2022, it would expire on 30 April 2023).

If a Membership expires and is renewed later, the Membership Year starts from the expiry of the original Membership. If you do not renew at the time of renewal, we will provide a grace period of thirty (30) days, at which time your Membership will be offered to the next individual on the wait list.

- 1.5 All Members must agree to having a photograph taken or to supply us with a recent photograph and on payment of the Fee and provision of the photograph; Members will be issued with a Membership Card.
- 1.6 Members are permitted to exercise the Fishing Rights, enter, and pass the surrounding area of the Lake on foot only, and to use the Car Parks for the parking of vehicles. No parking is permitted outside the Car Parks.
- 1.7 While exercising the Fishing Rights, Members are required to carry their Membership Card with them at all times. They must be able to produce it on request for inspection, at any time, on demand by any Park Warden or any other agent or authorised representative of us. Please note that in the event that a Membership Card is lost or stolen, the Member must comply with clause 1.11 and should not exercise Fishing Rights until a replacement Membership Card is issued and it is able to comply with this clause 1.7.
- 1.8 Members are permitted to bring one Guest (and the Guest may bring their own vehicle in addition to the Members' vehicle) for a maximum of five (5) times each Membership year at the cost of £25 per Guest per Session (plus any applicable Car Park charge). Members must purchase the Guest ticket in advance at The Savill Garden Visitor Centre. The Guest must present their EA Rod Licence and photo ID before the Guest is permitted to exercise the Fishing Rights. A maximum of three (3) sessions (72 hours, at a cost of £75) can be booked at any one time against any one of the Member's five (5) allocated Guest visits. Guests' can only fish while the Member is present.
- 1.9 Guests must keep a copy of their Guest ticket and receipt with them at all times. These must 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 these items may mean that a Guest will be asked to leave the Park with immediate effect.
- 1.10 Members are permitted to bring one (1) Guest per Session who is not exercising any Fishing Rights. All non-fishing Guests must be accompanied by the Member at all times and must comply with these terms and conditions.

- 1.11 If a replacement Membership Card is required, please report this to the Membership team at the Visitor Centre or by email to membership@windsorgreatpark.co.uk . A charge of £7.50 (non-refundable) will be incurred for the issue of each new Membership Card. Membership Benefits will resume once a new Membership Card has been received by the Member.

2. Access Times to the Lake

- 2.1 All Members must access the Car Parks before 7pm or dusk if earlier. Members will be issued with information about how to exit all Car Parks by the Head Bailiff.
- 2.2 Non-fishing Guests will not be allowed to arrive or remain between dusk and dawn on either the Lake or the Car Parks unless by prior agreement with the Head Bailiff.
- 2.3 Emergency support is provided by our Wardens and Visitor Services teams between the hours of 7am and 10pm.
- 2.4 Members can only exercise the Fishing Rights at the Swims. However, we reserve the right to change or prohibit fishing at any of the Swims.
- 2.5 We cannot guarantee the availability of any Swims, which will be available on a first-come-first-served basis.
- 2.6 We reserve the right to close the Park at any time, and with that, access to Swims.

3. Fishing Rules

- 3.1 Members may exercise the Fishing Rights on no more than five (5) days maximum within any eight (8) day period. The five (5) days may run consecutively or be divided into a maximum of three (3) Sessions across the eight (8) days.
- 3.2 Members must book Sessions prior to arrival. Sessions can be booked at: www.windsorgreatpark.co.uk/fishing

- 3.3 On the final day of any Session, Members must vacate the Lake by 12 noon. Following your final session, you cannot return to the Lake for three (3) days, e.g. if your last day of fishing is on a Tuesday (vacating the Lake by noon), you cannot return to the Lake to exercise the Fishing Rights before 00:01hrs the following Saturday.
- 3.4 A valid Environment Agency licence must be carried by the Member at all times so that it is available for inspection by a Park Warden or any other agent or authorised representative of us and the Environment Agency. It is the Member's responsibility to obtain a licence.
- 3.5 For all fishing sessions undertaken between 1 March 2022 and 31 October 2022 inclusive, a maximum of three (3) rods only are permitted per Member per Session. A fourth (4th) rod may be used between 1 November 2022 and 28 February 2023 inclusive, subject to the holding of the appropriate EA rod licence for up to four (4) rods.
- 3.6 Nothing less than 15lb breaking strain mono line must be used. Braided mainline (min.15lb BS) may be used if silicone tubing (rubbing leader) is used to protect the fish.
- 3.7 No bent hooks may be used.
- 3.8 All particle and nut baits must be correctly prepared before use.
- 3.9 No live baits may be used. Deadbaits and/or lures are allowed for pike, perch and eels.
- 3.10 Under no circumstances should Swims be left unattended with fishing lines still in the water.
- 3.11 You are not permitted to leave a Swim unattended for more than one (1) hour during a Session.
- 3.12 Rotating Swims are not permitted and no buckets/barrows are to be put in Swims as a reserve.
- 3.13 No boats, bait boats or inflatables of any kind are permitted.
- 3.14 Members are required to use toilet facilities provided as indicated on the Map.

- 3.15 Any fish caught of 30lbs or more should be reported by the Member to the Head Bailiff.
- 3.16 We reserve the right to withdraw benefits of Membership to any Member or Guest, without recompense if they are abusive towards our staff or damage, or threaten to damage any property of The Crown Estate.

4. Wildlife & Fish Welfare

- 4.1 Retaining slings, unhooking mats and landing nets must be used at all times. All such items must **always** be fully dry on arrival at the lakes. This will minimise the potential for waterborne viruses (e.g. – Koi herpesvirus) that could be brought in to the Park, and inadvertently introduced into the lakes.
- 4.2 All carp must be photographed over a cradle (should the Member wish to photograph the carp), preferably cradles that hold water and a large bucket of water must be retained next to the unhooking mat. Fish must not be lifted above knee height. All fish must be returned to the Lake as quickly as practicable after weighing and photographing.
- 4.3 Sacking of fish is not permitted, other than for a limited period of time for photographic and weighing purposes only. Fish should be returned to the water as soon as practicable.
- 4.4 All fish must be lifted out of the water in retaining slings only.
- 4.5 Fish first aid such as 'Klin-ik' or some other form of mouth and wound treatment must be administered appropriately to the fish before releasing the fish back into the Lake.
- 4.6 Tackle and line must be disposed of responsibly away from the Lake.

5. Health and Safety

- 5.1 Members are responsible for their own health and safety and that of their Guests, 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 of 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.

- 5.2 You must always have regard to the health and safety of plants, wildlife and game within the Park.
- 5.3 Members should not abuse or misuse the grounds of the Park and must observe all security measures stipulated by the Park Warden or its representatives from time to time.
- 5.4 No open fires or barbeques/fires are permitted in any circumstances. Small camping gas stoves are permitted but must be supervised at all times.
- 5.5 Members must notify any issue relating to health, safety or security in the Park to the Head Bailiff as soon as practicable.
- 5.6 Members are subject to and must comply with the Windsor Great Park Regulations 1973.
- 5.7 The Lake may be closed for fishing at short notice for maintenance or safety purposes as deemed necessary at our discretion.

6. General

- 6.1 Access granted pursuant to these terms and conditions will be subject to any updates or closures of the Park as are posted on www.windsorgreatpark.co.uk/visitorupdates , the official Windsor Great Park Facebook and Twitter social media channels or notified to the Member by email (e.g. closure of the Park due to severe weather). Members can also provide their email address to membership@windsorgreatpark.co.uk or at The Savill Garden Visitor Centre to opt in to receiving news, notifications and offers that may affect visits.
- 6.2 We may terminate your Membership at any time with immediate effect if you and/or your Guest(s) commit a breach of these terms & conditions. No refund

of the Fee will be given and the Member must surrender their Membership Card immediately.

- 6.3 All Members have sole responsibility for their belongings and vehicles. We will not be held responsible for any damage to or loss of property by Members in any circumstances.
- 6.4 All Members must carry a mobile phone, which must be switched on during every session. The telephone number should be notified to us when booking your Session.
- 6.5 Dogs must be kept under strict control at all times and must not be allowed to hunt or disturb wildlife and game. Dogs within The Valley Gardens must be kept on leads at all times. Visit www.windsorgreatpark.co.uk/dogs for further guidance about bringing your dog to Windsor Great Park.
- 6.6 We reserve the right to change these terms and conditions or Membership benefits at any time. Members will be notified of these changes in writing, which may be effected immediately.
- 6.7 We accept no responsibility for any loss, damage to persons, possessions or vehicles in the exercise of the Fishing Rights or use of the Lake or the Car Parks. All persons exercising the Fishing Rights or using the Lake and the Car Parks 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 the part of our employees and/or agents or (b) any matter in respect of which it would be unlawful for us to exclude or restrict our liability.
- 6.8 You 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 by you and/or your Guest in connection with the provisions of these terms and conditions.
- 6.9 Nothing in these terms & conditions is intended to give a Member and or their Guest any proprietary interest whatsoever in the Lake or the Fishing Rights.

- 6.10 We give no warranty that the Lake and Car Parks are in a safe condition and fit for the purposes set out in these terms and conditions and the Member acknowledges that they do 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 us or on our behalf. Nothing in this clause shall limit or exclude any liability for fraud.
- 6.11 We will comply with all applicable requirements of the Data Protection Legislation in respect of these terms and conditions and will process all personal data (which has the meaning given to it in the applicable Data Protection Legislation) in accordance with the applicable Data Protection Legislation. Please refer to our website to view our privacy statement and fair processing notice.
- 6.12 These terms and conditions 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.