

## Membership terms and conditions

From July 2023

### Definitions

- **“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
- **“Member”** means an individual holding a valid Membership Card
- **“Membership”** means the Member’s Membership of Windsor Great Park and Friends of The Savill Garden
- **“Membership Benefits”** are the added-value benefits provided with the membership at the time of purchase
- **“Membership Card”** means a serial numbered RFID photo identification card issued by us for the Membership
- **“Membership Year”** 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 2021, it would expire on 30 April 2022.
- **“Guest”** means any person a Member invites to have access to The Savill Garden using a Membership Benefit guest ticket
- **“Park”** means Windsor Great Park
- **“Park Warden”** means a member of our wardens team
- **“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
- **“You, your”** means the Member

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

## 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 with the exception that, an individual living in the same household as a Member may use the membership card for car parking at the Park **only**.
- 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 license or identity card.
- 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).
- 1.5 All Members must agree to having a photo taken or to supply us with a photo and, on payment of the Fee; Members will be issued with a Membership Card.
- 1.6 If a replacement Membership Card is required, please report this to the membership team at the Visitor Centre or by emailing [membership@windsorgreatpark.co.uk](mailto:membership@windsorgreatpark.co.uk) . A charge of £7.50 (non-refundable) will be incurred for each new Membership Card. Membership Benefits will resume once a new Membership Card has been received by the Member.
- 1.7 Membership types can only be changed at Membership renewal.
- 1.8 If a Membership expires and is then renewed at a later date, the Membership Year will start from the expiry date of the original Membership. We have in exceptional circumstances the ability to backdate Membership and this will be done on a case-by-case basis.

## **2. Membership Benefits**

- 2.1 Membership Benefits will start once the Member has received the Membership Card. Membership Cards must be presented when claiming any Membership Benefits. If a Member is unable to show a Membership Card, they will not be entitled to the Membership Benefits and will be required to pay any applicable fees (which will be non-refundable).
- 2.2 Membership Benefits are subject to change and cannot be applied retrospectively unless stated. New benefits are always in place from next renewal. Unused membership benefits cannot be carried over to the next Membership Year.

## **3. Access**

- 3.1 Access will be subject to any updates or closures of the Park as are posted on [www.windsorgreatpark.co.uk/visitorupdates](http://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. You can also provide your email address to [membership@windsorgreatpark.co.uk](mailto:membership@windsorgreatpark.co.uk) or at Visitor Centres to opt in to receiving news, notifications and offers that may affect your next visit.
- 3.2 We reserve the right to close all or part of the Park, buildings and facilities, without prior warning.
- 3.3 Your Membership Card must always be carried when visiting the Park, and must be presented on request from any Park Warden or any other agent or authorised representative of us.
- 3.4 We reserve the right to provide special access and offers throughout the year, available to all individuals, irrespective of whether they are Members or otherwise.

## **4. Health and Safety**

- 4.1 Members 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 You must always have regard to the health and safety of plants, wildlife and game within the Park.
- 4.3 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.
- 4.4 Members are subject to and must comply with the Windsor Great Park Regulations 1973.

## **5. General**

- 5.1 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.
- 5.2 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.
- 5.3 We accept no responsibility for any death, injury, loss, damage to persons, possessions, horses or vehicles in the exercise of the Membership or use of the Park. All persons using the Membership 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.

- 5.4 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](http://www.windsorgreatpark.co.uk/dogs) for further guidance about bringing your dog to Windsor Great Park.
- 5.4 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.
- 5.5 Nothing in these terms & conditions is intended to give any Member any proprietary interest whatsoever in the Park.
- 5.6 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.
- 5.7 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.
- 5.8 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.