

Windsor Great Park Fishing Syndicate

Membership terms and conditions

From 01 April 2024

Definitions and Interpretation

"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 Guest" means any person a Member invites to fish at the Lake in accordance with clauses 1.8-1.9.

"Fishing Rights" means the right to fish from the Swims subject to the provisions of these terms and conditions, but this shall not include a right to carry away any fish from the Lake which is strictly prohibited.

"Guest" means a Fishing Guest or a Non-Fishing Guest.

"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 from time to time).

"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 and **"Membership"** shall be construed accordingly.

"Membership Card" means a serial numbered RFID photo identification card issued by us to a Member.

"Non-Fishing Guest" means any person a Member invites to accompany them at the Lake in accordance with clause 1.10.

"Park" means the land and water areas commonly known as Windsor Great Park.

"Park Warden" means a member of our wardens team.

"Visitor Centres" means The Savill Garden & Adventure Play Visitor Centre and the Virginia Water Gift Shop.

"Session" means a period of between one (1) and twenty-four (24) hours in any one twenty-four (24) hour period.

"Swims" means those areas shown on the Map, numbered 1 – 50 on Virginia Water and numbered 1 – 11 on Obelisk Pond or such other areas as we may decide in accordance with clause 2.4.

"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.

In this document the singular includes the plural and vice versa, and one gender include any other.

References to the act or default of the Member include the act or default of any Guest of the Member and an obligation not to do something includes an obligation not to permit or allow another person to do it.

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, re-distributed, 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 passport, 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 2024, it would expire on 30 April 2025). If a Membership expires, it may be renewed for another year at any time up to thirty (30) days after its expiry date (the "**Grace Period**"). Where a Membership is renewed during the Grace Period, the renewed Membership shall be backdated to commence the day immediately following the expiry of the previous Membership. If a Membership is not renewed by the end of the Grace Period, the 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, provision of the photograph and approval of the Membership application, 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 (free of charge) for the parking of a vehicle. 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 1.12 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 Fishing Guest for a maximum of five (5) times each Membership year at the cost of £25 per Fishing Guest per Session. The Fishing Guest may bring their own vehicle in addition to the Member's vehicle but will be required to pay any applicable Car Park charge. Members must purchase the Fishing Guest ticket in advance at The Savill Garden Visitor Centre. The Fishing Guest must present their Environmental Agency Rod Licence and photo ID before the Fishing Guest is permitted to exercise the Fishing Rights. A maximum of three (3) sessions (up to 72 hours, at a cost of £75) can be booked at any one time against any one of the Member's five (5) allocated Fishing Guest visits. Fishing Guests can only fish while the Member is present.
- 1.9 Fishing Guests must keep a copy of their Fishing 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 Fishing Guest will be asked to leave the Park with immediate effect.
- 1.10 Members are permitted to bring one (1) Non-Fishing 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. The Non-Fishing Guest may bring their own vehicle in addition to the Member's vehicle but will be required to pay any applicable Car Park charge. Non-Fishing Guests are not permitted to remain in the Park overnight and must comply with the timings set out at clause 2.2.
- 1.11 A Member is entitled to bring a Fishing Guest and a Non-Fishing Guest to the same Session.
- 1.12 If a replacement Membership Card is required, please report this to the Membership team at

the Visitor Centres 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. A Member may not exercise the Fishing Rights or any of the other benefits of Membership until a new Membership Card has been received by the Member.

- 1.13 Members must comply with the rules and regulations posted from time to time on our membership webpage (www.windsorgreatpark.co.uk/fishing) at all times.

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 Park 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 a maximum of five (5) days 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 the final session, the Member cannot return to the Lake for three (3) days, e.g. if the last day of fishing is on a Tuesday (vacating the Lake by noon), the Member cannot return to the Lake to exercise the Fishing Rights before 00:01hrs the following Saturday.
- 3.4 A valid Environment Agency Rod 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 and 31 October inclusive in any calendar year, a maximum of three (3) rods only are permitted per Member per Session. A fourth (4th) rod may be used between 1 November and 28 or 29 February in the following calendar year 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 or self/auto-hooking rigs (such as the OMC Magic Twig, or any similar device) may be used on Syndicate waters.
- 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 Members 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 In pursuant to 3.16, any fish caught of 30lbs or more should be reported by the Member to the Syndicate Administrator, Head Bailiff, or any Carp Team bailiff as soon as is possible after capture.

Any fish caught of 40lbs or more require the Member to safely secure and retain the fish in a carp sack (unless there is good reason not to do so - i.e., fish welfare) and immediately call the Syndicate Administrator, Head Bailiff or any Carp Team bailiff for assistance, weighing/verification, and photography.
- 3.16 For the continued safety and welfare of the larger fish, all fish caught which, on observation, are expected to weigh more than 30lbs should be unhooked, weighed, and photographed whilst in the water - they are not to be placed on mats or receptacles on the bankside.
- 3.17 If photographs of fish of 30lb or more are available, then a copy of these should also be forwarded to the Syndicate Administrator or Head Bailiff. All supplied photos and report information are for fishery management records only and will not be shared or published without the prior permission granted by the Originator of the photographs/reports.
- 3.18 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 and Fish Welfare

- 4.1 In pursuant to 3.16, retaining slings, unhooking mats and landing nets must be used at all times and must be of a suitable size and construction as to safely hold fish more than 45lbs in weight. 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 In pursuant to 3.16, all fish under 30lbs must be lifted out of the water in retaining slings only. Fish over 30lbs must always remain in the water during the unhooking, weighing, and photographing process.
- 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, and we therefore ask all our visitors to pay due care and attention at all times to other visitors and residents, including (but without limitation) road users, pedestrians, horse riders, cyclists, and dog walkers.
- 5.2 Members 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 and any directions given by Park Wardens.
- 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 reserve the right to terminate your Membership with immediate effect if you (or your Guest):
 - 6.2.1 commit a breach of these terms and conditions; and/or
 - 6.2.2 are abusive towards our staff; and/or
 - 6.2.3 damage or threaten to damage any property of The Crown Estate.
- 6.3 Upon termination, you must immediately surrender your Membership Card and any other property owned by us and given to you in exercise of the Fishing Rights. No refund of fees will be given where a Membership is terminated.
- 6.4 All Members have sole responsibility for their and their Guest's belongings and vehicles. We will not be held responsible for any damage to or loss of property by Members in any circumstances.
- 6.5 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 a Session.
- 6.6 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 a dog to Windsor Great Park.
- 6.7 We reserve the right to vary these terms and conditions at any time. Members will be notified of these changes in writing, which may be effected immediately.
- 6.8 We accept no responsibility for any loss, damage to persons, possessions, or vehicles in the exercise of the Fishing Rights, any other rights granted under these terms and conditions, the 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.
- 6.9 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.
- 6.10 Nothing in these terms and conditions is intended to give a Member or their Guest any proprietary interest whatsoever in the Lake or the Fishing Rights.
- 6.11 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.

- 6.12 Members 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 given by a Membership.
- 6.13 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.
- 6.14 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 and conditions 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.