

Windsor Great Park Carriage Driving



Membership terms and conditions

From 1 April 2024

Definitions and interpretation

- **“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.
- **“Carriage Driving Membership”** means a Membership for an Individual Carriage Driver.
- **“Driver(s)”** means the Member exercising the Driving Rights.
- **“Driving Rights”** means the right to Carriage Drive 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
- **“Member”** means the Carriage Driver.
- **“Membership”** means an Individual Carriage Driving Membership applicable for the Membership Year.
- **“Membership Benefits”** means the right to Carriage Drive in the Park
- **“Membership Card”** means a serial numbered RFID photo identification card issued by us as evidence of a Membership.
- **“Membership Year”** means a period from and including the date of issue of a Membership Card until the end of the same month of the following calendar year.
- **“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.

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

1. Membership

- 1.1. Application for a Membership shall be taken as acceptance of these terms and conditions.
- 1.2. The non-refundable Membership Fee will be taken at the time of application.
- 1.3. All Carriage Drivers must hold a current third-party liability insurance policy, with a minimum sum insured of £5,000,000 (five million pounds), as well as a current personal accident policy. It is the Drivers' responsibility to maintain these policies throughout the duration of their Membership. Evidence of these policies is required on application and or for renewal of a Carriage Driving Membership.
- 1.4. All Drivers must provide us with the name and contact telephone number of a next of kin as well as where their horse/s is liveried.
- 1.5. All Drivers 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, armband, and armband ID.
- 1.6. 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).

2. Memberships

- 2.1. All Memberships and Membership Cards are personal to the Driver. Memberships and Membership Cards are NOT transferable and cannot be assigned, transferred, shared, or sold.
- 2.2. While exercising the Driving Rights, all Drivers, 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 a valid Membership Card will mean that a Driver will be asked to leave the Park and Membership may be terminated pursuant to condition 4.1.

- 2.3. If a Membership Card is lost, Driving Rights are suspended until the Membership Card is replaced. Please report any lost Membership Cards to membership@windsorgreatpark.co.uk as soon as possible. A charge of £7.50 will be incurred for each replacement Membership Card issued. Membership Benefits will resume once a new Membership Card has been received by the Member.
- 2.4. A Carriage Driving Membership permits the Member to ride a horse in the Park which is subject to the Horse-Riding Membership terms and conditions.

3. Access rules

- 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. Drivers may only exercise the Driving Rights on tarmac roads, where the normal road traffic regulations apply.
- 3.3. Exercise of the Driving Rights is prohibited through Private and Garden areas.
- 3.4. Exercise of the Riding Rights is only permitted during daylight hours.
- 3.5. Driving a Carriage in the Park on a commercial basis is strictly prohibited unless prior consent is obtained in writing from the Deputy Ranger.
- 3.6. 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 (but without limitation) road users, pedestrians, horse riders, cyclists, and dog walkers.
- 3.7. Drivers must:
 - 3.7.1. obey signs and notices restricting access.

3.7.2. comply with the Windsor Great Park Regulations 1973 and any directions given by Park Wardens.

3.8. Drivers must not:

3.8.1. Drive at a pace faster than a "trot;" or

3.8.2. Drive in any way which could endanger the safety or interfere with the comfort and convenience of other users of the Park; or

3.8.3. Be accompanied with a dog/s.

3.9. Access for Drivers will be subject to any updates or closures as are posted on www.windsorgreatpark.co.uk/visitorupdates and the official Windsor Great Park Facebook and Twitter social media channels.

4. Termination

4.1. We may terminate any Membership with immediate effect if a Driver commits a breach of these terms and conditions. The Driver must surrender their Membership Card immediately.

4.2. We reserve the right to withdraw benefits of a Membership to any individual or individuals, without recompense if they are abusive towards our staff or damage or threaten to damage any property of The Crown Estate.

5. General

5.1. We reserve the right to vary these terms and conditions at any time. Members will be notified of these changes in writing.

5.2. We accept no responsibility for any 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.

- 5.3. Members 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 these terms and conditions.
- 5.4. Nothing in these terms & conditions is intended to give any Driver any proprietary interest whatsoever in the Driving Rights or Park.
- 5.5. We give no warranty that the Park is in a safe condition and fit for the purposes set out in these terms and conditions.
- 5.6. 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 given by Membership.
- 5.7. 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.