

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
- **“Fee”** means the annual fee from time to time for the Membership Year
- **“Horse Box Car Park”** means the car park at Ranger’s Gate off the A332 (postcode SL4 2LD) or the car park at Swinley Park along the B3017 Swinley Road (post code SL5 8BB)
- **“Individual Riding Membership”** means a riding Membership for an Individual Rider
- **“Map”** means the plan attached to these terms and conditions
- **“Membership Card”** means a serial numbered RFID photo identification card issued by us as evidence of a Membership
- **“Membership”** means either an Individual Riding Membership or a Riding School Membership as applicable for the Membership Year
- **“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 and Swinley Forest
- **“Park Warden”** means a member of our wardens team
- **“Rider(s)”** means an individual exercising the riding rights under an Individual Riding Membership or a Riding School Membership
- **“Riding Rights”** means the right to ride in the Park subject to the provisions of these terms and conditions
- **“Riding School”** means a riding school holding a Riding School Membership

- **“Riding School Membership”** means a riding Membership for a riding school under which an Individual Rider is permitted to exercise the Riding Rights
- **“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. An 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.

Individual riding membership

- 1.3. All Riders 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 Riders’ responsibility to maintain these policies throughout the duration of their Membership. Evidence of these policies is required on application and or for renewal of an Individual Riding Membership.
- 1.4. All Riders 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 Riders 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). 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.

Riding school membership

1.7 Any Riding School must hold a current third-party liability policy, with a minimum sum insured of £5,000,000 (five million pounds), as well as a current public liability insurance policy, which must cover:

(a) all Riders exercising the Riding Rights under the Riding School Membership; and

(b) all employees of the Riding School. It is the Riding School's responsibility to maintain these policies throughout the duration of the Riding School Membership. Evidence of these policies is required on application or renewal of a Riding School Membership.

1.8 Applicants for Riding School Membership must also provide copies of the following documents to us before a Riding School Membership will be issued or renewed:

1.8.1 licence issued by the Local Authority giving approval for the Riding School to operate; and

1.8.2 evidence of British Horse Society approval of the Riding School; and

1.8.3 a copy of the Riding School's health & safety policy and risk assessment (to include emergency contingency planning) in relation to escorted rides.

1.9 On payment of the Fee, the Riding School will be issued with Membership Cards.

2 Memberships

- 2.1 All Memberships and Membership Cards are personal to the Rider or Riding School (as applicable). Memberships and Membership Cards are not transferable and **cannot** be assigned, transferred, shared, or sold.
- 2.2 In the case of Riding School Membership Cards, these are for use only by:
 - 2.2.1 the Riding School's paying customers who participate in an escorted ride ("customers"); or
 - 2.2.2 the Riding School's employees whilst acting as escorts ("escorts").
- 2.3 While exercising the Riding Rights, all Individual Riders, customers, and escorts 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 on either your left or right arm only 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 Rider will be asked to leave the Park and Membership may be terminated pursuant to condition 5.1.
- 2.4 All customers of a riding school must be accompanied by an escort at all times.
- 2.5 If a Membership Card is lost, Riding Rights are suspended until the Membership Card is replaced. Please report any lost Membership Cards at The Savill Building or 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.
- 2.6 Individual and Riding School Memberships do not permit the use of a horse and carriage, for which a separate Windsor Great Park Carriage Driving Membership must be purchased.

3 Permitted riding areas

- 3.1 Horseboxes are permitted in the Horse Box Car Parks only (Ranger's Gate and Swinley Park).

- 3.2 Riders may only enter or leave the Park through the following gates:
Bishopsgate, Blacknest Gate, Bears Rails Gate, Ranger's Gate and Ascot Gate.
- 3.3 Riders with a valid Windsor Great Park gate key may use the riding track between Shepherd's White's Corner and Wood Pond Gate to Sandpit Gate in South Forest to access the Park. Access to the Park via Windsor and Cranbourne Forests is not permitted.
- 3.4 Riders may only exercise the Riding Rights in the areas shown highlighted on the Map.
- 3.5 Exercise of the Riding Rights is prohibited within the Village, on grass rides (except Queen Anne's Ride when permitted), mown verges, and mown areas along the Long Walk and in bracken, on the Polo Ground and at the Golden Jubilee Statue.
- 3.6 Exercise of the Riding Rights is only permitted during daylight hours.
- 3.7 Subject to condition 3.8, Riders are restricted to roads and tracks from 1st November to 31st March. We reserve the right to vary or restrict permitted riding areas as necessary at any time in our absolute discretion. We will in these situations notify Riders or display notices at the Park gates.
- 3.8 For the purposes of this clause, clause 3.7 does not apply. Snow Hill (where the Copper Horse statue is situated in the Deer Park) is a Site of Special Scientific Interest and access to this area is only permitted on tracks.

4 **Access rules**

- 4.1 Riders 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.
- 4.2 Riders must:
 - 4.2.1 obey track signs and notices restricting access.

- 4.2.2 comply with the Windsor Great Park Regulations 1973 and any directions given by Park Wardens.
- 4.2.3 wear appropriate riding clothing including an approved riding hat and suitable safe footwear. Riding School employees must wear reflective jackets while acting as ride escorts. Reflective jackets are required for all Riders when riding in inclement weather.
- 4.3 Riders must not:
 - 4.3.1 ride at a pace faster than a "hand canter"; or
 - 4.3.2 ride in any way which could endanger the safety or interfere with the comfort and convenience of other users of the Park which will include (without limitation) racing, jumping, riding more than two abreast and showing, trying exercising or breaking-in horses; or
 - 4.3.3 be accompanied by dogs.
- 4.4 Riding Schools must ensure that each group of Riders entering the Park is under the control of a competent escort. Groups must not exceed seven Riders including the escort or escorts. Riding School escorts must carry a list of all Riders with emergency contact details for each Rider.
- 4.5 Access for Riders 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.
- 4.6 When Riders meet polo ponies on exercise, Riders are required to reduce speed to a walk.

5 Termination

- 5.1 We may terminate any Membership with immediate effect if a Rider commits a breach of these terms and conditions. The Rider must surrender their Membership Card immediately. We may also terminate a Riding School Membership with immediate effect under which a Rider on an escorted ride with a Riding School commits a breach of these terms and conditions.

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

6 General

6.1 We reserve the right to vary these terms and conditions at any time. Riders and Riding Schools will be notified of these changes in writing.

6.2 We accept no responsibility for any loss, damage to persons, possessions, horses, or vehicles in the exercise of the Riding Rights or use of the Park. All persons exercising the Riding Rights or using the Park do so entirely at their own risk. Nothing in this clause shall limit or exclude our liability for:

6.2.1 death or personal injury or damage to property caused by negligence on our part or our employees and agents or

6.2.2 any matter in respect of which it would be unlawful for us to exclude or restrict our liability. Riders 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.

6.3 Nothing in these terms & conditions is intended to give any Rider or Riding School any proprietary interest whatsoever in the Riding Rights or Park.

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

6.5 Riders 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.

6.6 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.

