

Westwick Hall Cross Country Course

Beechtree Lane, Gorhambury, St Albans, AL3 6AP

Terms And Conditions of Use



Due to the high-risk nature of horse riding as a sport, the following Terms and Conditions must be read and obeyed to minimise any potential risks whilst riding or spectating at Westwick Hall Cross Country Course.

Definitions

Facilities	Cross country course and parking area.
Health & Safety Statement	Westwick Hall Farm's guidance relating to health & safety is issued to all users and visitors via the website www.westwickhallfarm.com and upon arrival where it is displayed in the office in the car park.
Owners	The owners, occupiers and/or those responsible for the premises and facilities.
Emergency Contacts	Displayed at the office in the car park.
Premises	Westwick Hall Farm, Beechtree Lane, Gorhambury, St Albans, AL3 6AP.
Users	Riders, handlers, trainers and responsible adults in the case of a rider under the age of 18 years.
Visitors	Lawful visitors to the premises, including those accompanying users.

All Users & Visitors agree to:

1. Read and abide by the Health & Safety Statement.
2. Conduct themselves in a safe and sensible manner ensuring that reasonable care and control of the Horse(s) in their possession is exercised at all times whilst on the Premises.
3. At all times exercise respect to others and to refrain from causing nuisance or disturbance to other Users and Visitors.
4. Conduct a thorough assessment of the ground conditions and weather, together with the jumps/obstacles/equipment to ensure they are suitable for their particular use and ability.

Safety Equipment

5. All riders must wear a riding safety helmet/hat which conforms to current British Eventing standards at all times whilst mounted.
6. Whilst mounted all riders must wear a body protector conforming to the current British Eventing safety standards.
7. Long sleeves, jodhpurs/breeches and suitable riding footwear must also be worn when mounted.
8. It is strongly recommended that all persons, in particular those under the age of 18 years, wear a riding helmet/hat conforming with current safety standards when handling horses from the ground.

Requirement for riders to be accompanied on the cross country course

9. All riders must be accompanied by a responsible person over the age of 18 years, whether mounted or unmounted.
10. All riders/responsible persons must carry with them a mobile telephone to ensure that assistance can be summoned in the event of an emergency. The What 3 Words grid references are published together with the Emergency Contacts at the office in the car park. It is highly recommended that these details are saved to your mobile telephone upon arrival.
11. Spectators or Visitors attending on foot are limited to one per rider. It is the riders responsibility to ensure that all spectators/visitors have read the terms and conditions.

Westwick Hall Farm's Liability

12. There are inherent risks involved in the handling and riding of horses. Users and Visitors to the Premises do so with acceptance of those risks.
13. The Owners are not responsible for injury, damage, loss or death that occurs as result of the use of the Facilities howsoever caused subject to clause 14 below.
14. Clause 13 does not seek to exclude liability arising out of personal injury and/or death to Users and/or Visitors of the Facilities arising out of negligence of the Owners, their servants, employees and/or agents.
15. The Owners have public liability insurance limited to £2,000,000 (two million pounds).

Insurance and Responsibility

16. Horses attending the Premises must be accompanied by their passport confirming that they are up to date with their vaccinations. Horses must not be brought to the Premises if showing signs of illness or injury.
17. It is a mandatory requirement that all Users hold Public Liability Insurance. The Policy details for each rider must be produced upon booking and the Owners reserve the right to make and retain a copy of such policy documentation.
18. Any trainers, coaches, instructors, teachers or any other persons acting in a professional capacity and accompanying a rider must hold current valid Public Liability Insurance in place with a limit of no less than £2,000,000 (two million pounds). The Policy must be produced upon booking and the Owners reserve the right to make and retain a copy of such policy documentation.
19. Users attending with their employees must hold valid Employer's Liability Insurance. The Policy must be produced upon booking and the Owners reserve the right to make and retain a copy of such policy documentation.
20. Users of the Facilities and Visitors to the Premises under the age of 18 years must be accompanied by a responsible adult and must be supervised and kept under control at all times.
21. In the event of Users that are under the age of 18 these Terms and Conditions of Use must be signed by a parent or guardian.
22. The Owners cannot control the weather nor any resultant ground conditions in the aftermath of inclement weather and/or prolonged dry periods. All Users must ensure that they have satisfied themselves that the ground conditions are suitable for their particular use.
23. On occasions it will be necessary to close the Facilities due to unsuitable conditions. The fact that the Facilities are open does not constitute a warranty by the Owners that the ground conditions and facilities are safe to be ridden and/or suitable for use by any particular rider and/or horse.

Emergency Procedures and First Aid

24. In the event of an incident requiring emergency services contact 999.
25. The Emergency Contacts must be alerted and informed of the incident as soon as possible.
26. All Users and Visitors are encouraged to bring suitable first aid kits for both human and equine emergencies and to ensure they have relevant knowledge to administer both human and equine first aid. The Owners cannot be relied upon to provide such attention and do not purport to have a qualified First Aider on site at all times.
27. There is a first aid kit located at the office in the car park.
28. Any and all incidents must be reported to the Owners, details of which will be recorded in the Accident Report Book and retained until necessary.

Closure, Damage and Right to refuse entry

29. The Owners reserve the right to close the Facilities or any part thereof at short notice without reason. In the event of a closure refunds of any admission fees will be at the Owner's discretion.
30. In the event of any damage to the Facilities the Emergency Contacts must be notified as soon as practicable.
31. The Owners reserve the right at any time and without explanation to cancel any reservations and/or refuse admission to any person(s) and/or to order any persons to leave the Premises immediately.

Data Protection

32. Rider information collected online during the booking will be retained by the Owners for their records for so long as deemed necessary.
33. Video recordings and still photographs may be taken by the Owners of Users and Visitors to the Premises. Such images and recordings are the Owner's property and may be used in any marketing, promotion or for any such purposes deemed fit whether in printed or digital format.
34. Video recordings and still photographs taken by Users & Visitors at the premises and then posted online may be used by the Owners for marketing, promotion or any other purpose deemed fit.
35. Photographs are not permitted to be taken without prior permission of the individual subject of the intended photography or that individual's responsible person if under the age of 18 years.

Booking Policy

36. All sessions must be pre-booked and paid for online.
37. Users and Visitors must arrive no earlier than 30 minutes before the session is due to commence. Access to the course is not permitted until the session is due to begin.
38. Users are permitted to complete more than one circuit or section of the course provided this can be completed within the session. Users must arrive back to the car park before the expiration of their session.
39. Bookings can be transferred to another available session without charge by contacting the Owners. The transfer can be completed up to 72 hours before the session is due to commence.
40. Sessions cancelled more than 72 hours before they are due to commence will be refunded subject to an administration charge of £5.00. Cancellations must be made by contacting the Owners.
41. "No-shows" or cancellations occurring within 72 hours of the booked session are non-refundable.

General provisions

42. Users and Visitors are permitted to park their vehicles in the area allocated subject to it being parked considerately. Subject to Clause 14 the Owners are not liable for any damage to, loss or theft of or from such property.
43. Riders, or responsible adults, are to remove all droppings left by their horse(s) in the car park and their horse must not be left unattended when tied up or in the horsebox/ trailer.
44. All Users & Visitors are to take away any waste brought onto the Premises and are strictly prohibited from bringing glass onto them.
45. Smoking is not permitted anywhere on the Premises.
46. Dogs are not allowed to be brought to the premises. The only exception to this rule is in the case of guide or assistance dogs, which must be on a short lead at all times.
47. Users and Visitors are to take notice of and comply with all signage, ensuring they stick to the route and ensure that the entrance gate at the car park is closed after passing through.
48. Jumps/obstacles marked with two crossed flags indicate that the jump/obstacle is not to be used. Riders must adhere to the crossed flags and avoid any such marked jumps/obstacles.
49. Jumps/obstacles must be jumped in the correct direction and are marked with flags. The red flag should be on the right-hand side of the rider at all times.
50. Only one horse is permitted to jump an obstacle at a time.
51. Consideration must be given at all times to the fact that the Premises is a working farm with heavy machinery and plant, including tractors, operating on it. Riders are advised to wear high visibility clothing to ensure they are seen and to exercise care to avoid any such machinery or plant.
52. Consideration must also be given to those persons that reside on the Premises. Whilst there are no public footpaths or bridleways on the land where the cross country course is situated the residents are permitted access to land. The route of the course will be communicated to them in advance and their presence should not interfere with use of the facilities.
53. Please be aware that game birds may be nesting around the Premises and may spontaneously take flight if startled.

Continuing agreement

54. Once executed Users and Visitors will remain bound by these Terms and Conditions until expressly withdrawn. The Terms and Conditions remain in place for all future visits to the Premises unless and until the Terms and Conditions are amended.

Print Name : _____

Print Name of Parent or Guardian*: _____

Signed : _____

Date : _____

* For those participants that are under 18 these Terms and Conditions of Use must be signed by a parent or guardian. By doing so the parent or guardian indemnifies Westwick Hall Farm for any claims arising out of the participant's use of the Facilities.