

THIS LICENCE is made the 27 day of January 1999 2000

BETWEEN: (1) PWLLDU CONSERVATION LIMITED of Gilwern House  
Blaenavon Gwent NP4 9SS ("the Owner")  
(2) CHRISTOPHER DENSHAM TIMOTHY LONG and CHARLES BAILEY  
all care of [redacted]  
as Trustees of the Pwll Du Cave Management  
Group ("the Licensees")

IT IS AGREED between the parties as follows: -

1. Subject as hereinafter mentioned the Owner grants to the Licensees a non-exclusive licence to enter into the cave system ("the System") described in the Schedule hereto TOGETHER WITH a right of access and egress on foot only across the area shown green on the survey plan annexed for the purposes of inspection and exploration for a period of one year from the date hereof and thereafter from year to year unless determined by either of the parties

2. The Licensees hereby agree with the Owner:

2.1 to use the System only for the purposes of inspecting and exploring the System and carrying out conservation and other works therein including:

- 2.1.1 exploration of the System and removal of blockages in the System (for example, boulders and silt)
- 2.1.2 stabilisation of loose areas and entrances
- 2.1.3 taping of passages for conservation purposes
- 2.1.4 dye tracing of water courses
- 2.1.5 sampling for scientific research or analysis

and to report to the Owner with minutes of the Pwll Du Cave Management Group Biennial general meetings including copies of the Conservation Officers and Survey, Biological and Geological Recorders Reports details of the work carried out

2.2 to take all reasonable precautions to ensure that the exploration and other works are carried out in a proper and safe manner

2.3 not to carry out any works except as hereinbefore mentioned without the prior written consent of the Owner

2.4 to take all reasonable precautions to prevent damage to the System

2.5 to vacate the System forthwith upon determination of this Licence howsoever determined

2.6 not to impede in any way the Owner or its officers servants or agents in the exercise of the Owner's rights of possession and control of the System and at all times to permit the Owner and its agents workmen and others to enter into the System to examine the same and the use thereof hereby permitted

2.7 to take out and maintain at its own expense public liability insurance in the joint names of the Owner and the Licensees against loss damage injury and third party claims with the sum insured to be not less than £2 million and to produce a copy of the policy to the Owner for approval (such approval not to be unreasonably withheld or delayed) and to obtain the Owner's consent to any proposed alteration to the said policy

2.8 To ensure that at all times (except when in use) the entrance to the System is kept securely locked and to provide a key to the Owner

2.9 to take reasonable precautions including such action as may be necessary to prevent unauthorised persons from entering into the System and to notify the Owner forthwith upon becoming aware of any trespass

2.10 not to create any additional entries into the System without the Owner's prior written consent and to notify the Owner immediately upon becoming aware of any entries created to the System on any adjoining land

2.11 to provide the Owner with two copies of current plans of the System when requested or reissued

2.12 to keep an accurate record of persons entering into the System and to submit the record to the Owner on request but in any event on the agreed day each year stating the responsible club, the leader of the group, the number in the party and the date of entry into the System

2.13 to comply fully with the restrictions imposed on the System if and when it is registered as a site of Special Scientific Interest and any requirements of the Countryside Council for Wales

2.14 to be responsible for the insurance of any of its equipment stored within the System pursuant to the rights granted by this Licence

3. The parties further agree:

3.1 that this Licence is personal to the Licensees who may not at any time attempt to part with or share the possession or use of the System in any manner whatsoever save that the Licensees are authorised to allow individuals and member and non-member clubs of the Pwll Du Cave Management Group access to the System for the purposes specified in Clause 2.2 hereof **PROVIDED THAT** such non-member clubs are recognised by the National Caving Association or the Cambrian Caving Council and **PROVIDED THAT** the member and non-member clubs agree in writing to the Pwll Du Management Group Code of Conduct and **PROVIDED THAT** the Licensees appoint a Permit Secretary to administer such access arrangements

3.2 that the Owner may terminate this Licence forthwith if the Licensees shall be in material breach of any of their obligations under the terms of this Licence for a period of twenty one days after receiving written notice from the Owner to remedy such breach

3.3 either party may determine this Licence at any time by giving three months prior written notice upon the other and upon the expiration of such notice this Licence shall determine without prejudice to the rights either Party may have against the other in respect of any antecedent breach of the terms of this Licence

3.4 the Owner does not have any knowledge of the condition of the System and gives no warranty that the System is fit for the user permitted herein and the Licensee and its invitees enter the System entirely at their own risk

3.5 for the avoidance of doubt it is hereby agreed and declared that nothing herein contained shall create the relationship of landlord and tenant between the parties hereto and further that it is the mutual intention of the Owner and the Licensees that use of the System by the Licensees under the terms of this Licence shall not be capable of being construed as creating any such relationship of landlord and tenant throughout the period for which this License subsists

3.6 the right to enter and use the system is to be exercised in common with the Landlord and all other persons authorised by the Landlord

**THE SCHEDULE** hereinbefore mentioned

The Ogof Draenen Cave System underlying the area known as Pwll Du owned by Pwll Du Conservation Limited and shown edged red on the Plan(s) attached

SIGNED for and on behalf  
of Pwll Du Conservation Limited by

P.A. Jones

DIRECTOR

in the presence of:-

A. Jones

BLAENAVON.

SIGNED by the said  
CHRISTOPHER DENSHAM

in the presence of:-

Joan Arthur

SIGNED by the said  
TIMOTHY LONG

in the presence of:-

BABEK BEHROO  
KOL ENSENADA

SIGNED by the said  
CHARLES BAILEY

in the presence of:-

Raymond Peter Mann