

Cambrian Caving Council – Legal & Insurance Officers report

I have only had one inquiry, being from the Royal Forest of Dean Caving Club regarding an access agreement with a landowner who was wanting a written agreement.

I decided that my answer should be fairly comprehensive, and this is the gist of it:

I explained that the situation is somewhat simpler in legal terms for a natural cave than a mine as it is a natural feature and as such would not carry any potential legal liabilities, Statutory Nuisance, or Mines and Quarries Act issues. However, if any kind of material has been extracted and sold from the cave this would alter its legal status to that of a mine.

There is also the question of any statutory designation such as SSSI status, or bat roosting seasonal limitations. And that it would be helpful to the landowner if the club would take on responsibility for ensuring compliance relative to the cave.

I suggested a meeting with the landowner with someone in attendance taking written notes. Basically needing to come from the direction of "what are the landowners wishes, and in what way can they be implemented" and that such matters could include the route to be taken to the cave with a map showing the approved route, parking, noise levels, permitted hours, responsibility for maintaining any path or fence, activities such as digging, and possibly some others. Also the duration of the agreement, is it subject to annual renewal? The agreement would not be transferable and would be in respect of the club only which would be the BCA Access Controlling Body and would provide the landowner with the benefit of the BCA £250,000 indemnity to landowners, with the club taking on the responsibility of dealing with any statutory bodies relative to a designation of the cave, current or future. I explained that it would be of great benefit to the landowner as although there is no potential public liability in respect of a natural cave it does provide a strong degree of assurance, that and the fact that the club is controlling access subject to the agreed terms and in so doing preventing nuisance from unofficial access would be a strong incentive for the landowner to enter into the agreement

I indicated that I would be happy to draw up an agreement based on notes that submitted to me, and that the agreement will need to have a map attached as stated above showing location of the cave and the approved route which will be a 'permitted path or route' and not in any way be considered a 'right of way'. This would be signed by each party and exchanged and would form a legal contract for its duration.

I suggested a contact with the landowner to arrange the above meeting with the points mentioned forming a provisional agenda, with the landowner or the club adding to this as seen fit.

Roy Fellows