



www.pengelly.org

# WILLIAM PENGELLY CAVE STUDIES TRUST

Name of Group:

Address and Post Code:

Telephone Number and Mobile Contact Number:

Email Address:

Name of person in charge of the group:

This person is responsible for the conduct of the group and for the legal removal of all of the groups refuse from the centre at the end of your stay.

Name of person responsible for payment of fee:

Date of Arrival:

Expected Time of Arrival:

Date of Departure:

Groups must leave the Centre by 12 noon on day of departure.

The charge for use of the Centre is £12.00 per person per night.  
There is currently a minimum charge of £144.00 per group per night.  
The min charge replaces the charge per person for group sizes less than 12.  
There is a winter surcharge of £15/group/night from 1st October to 31st March.

Expected number in group:

Expected number of Leaders:

I hereby agree to comply with the conditions stated below and with any additional conditions which may be laid down by or on behalf of the Trust at any time.

Name:

Position held:

Date:

This form should be completed by all groups booking The Pengelly Centre at Higher Kiln Quarry, Russets Lane, Buckfastleigh, Devon.

Please then return to the Treasurer, 13 Tor Road, Plymouth, PL3 5TE, along with any fees required to confirm your booking.



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## Conditions of Booking (William Pengelly Cave Studies Trust Ltd)

Terms of contract comprised in the undermentioned conditions

1. The signatory of the applicant shall be the hirer. Where a promoting organisation is named in the application, that organisation shall also be considered the hirer and shall be jointly and severally liable hereunder with the signatory.

2. The fee payable for the hiring shall be calculated in accordance with the scale of charges in force at the time of the Booking. The Trust reserves the right to alter or revise these charges at any time.

3. A Booking can only be confirmed by the return of the completed Booking Form along with any required deposit or fee. Any such deposit or fee paid will not be refundable upon cancellation by the hirer or their organisation.

4. Any invoice regarding the Booking must be paid within 28 days or the Trust will charge interest on the amount at a rate 5% above Lloyds TSB Bank Daily Base Rate from the date of the invoice to the final date of payment. Any costs in obtaining payment beyond the 28 days will be added to the invoice.

5. The Trust may, at any time, without notice, cancel a hiring or withdraw permission for the hirer to occupy any part of the hired premises on any particular date. In such event the Trust shall not incur any liability whatsoever to the hirer other than for the return of any fee or the appropriate part of it.

6. The hired premises shall be deemed to include its contents and facilities, although additional charges may be levied for the use of specialised equipment or resources eg. the museum.

7. The hirer shall during the hiring be responsible for:

1. The efficient supervision of the hired premises and the orderly use thereof.
2. Ensuring that all doors giving egress from the premises are left unobstructed.
3. Ensuring that all proper safety measures are taken for the protection of the users and equipment, including adequate adult supervision of young people.
4. Ensuring the security of the Centre
5. Ensuring that no illegal activity is carried out at, or from, the Centre.

8. At the end of the hiring the hirer shall be responsible for ensuring that the hired premises are vacated quickly, quietly, are left in a clean and tidy state and for the legal removal of all of the groups refuse from the centre.

9. The hirer shall not permit or suffer any damage to be done to the hired premises and its contents and shall make good to the satisfaction of the Trust and pay for any damage (including accidental damage) caused by any act of neglect of himself or his agents.

10. Except insofar as the Unfair Contract Terms Act 1977 otherwise requires, the Trust will not be responsible or liable in any way whatsoever or to any persons whatsoever in respect of:

1. Any damage or loss of any property brought onto or left upon the hired premises by the hirer or any other person.

2. Any loss or injury which may be incurred by or done to the hirer

3. Any loss due to breakdown of machinery, failure of electrical or other utility supply, which may cause the hiring to be interrupted or cancelled.

11. The hirer shall be responsible for and shall indemnify the Trust, its servants and agents against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.

12. The right of entry to the hired premises at any time is reserved to Officers of the Trust or any other persons they may authorise.

13. The hirer shall take full responsibility for any requirements pertaining to the legislation enacted in the Activity Centres (Young Persons Safety) Act 1995, or any other relevant Act or Regulation. The Trust has no obligation in respect of this Act.