

# METAL DETECTING AGREEMENT

LICENCE dated 20...

between

(1) 'THE OWNERS': .....

And anyone who becomes entitled to the Owners' interest in the property.

(2) 'THE LICENSEE' : . . . . .  
. . . . .

1.1 The owners agree that the Licensee may use the property described below ("the property") for the purposes described below only for:.....starting on :.....until :  
.....

1.2 The property is : . . . . .  
. . . . .  
as more particularly identified on the plan annexed hereto.

1.3 The Licensee is entitled to obtain access to the property over the accessway indicated on the said plan but by no other route.

1.4 WHILE this licence continues the Licensee is entitled :-

- (1) to search for, examine and dig for items of buried metal or other materials, whether antique or modern, or any other items or objects including those specified as follows :
- (2) to use equipment agreed by the owner for searching or digging.
- (3) to enter the property with the agreed mechanical/electrical devices for searching and/or digging on the property but for no other purposes whatsoever.

1.5 Either party can end this Licence at any time by giving the other at least one month's notice taking effect at the end of a month.

1.6 NOTWITHSTANDING the grant of this Licence, the Owners are entitled to possession of the property and have the right of access to it all times and for all purposes.

1.7 THIS LICENCE is personal to the licensee and cannot be transferred. The Licensee is not allowed to allow any other person to use the property unless specified in this agreement.

2. The Licensee agrees with the Owner -

2.1 To pay a payment of 50% of the net sale proceeds or Treasure Act award or agreed valuation.

2.2 To indemnify the Owners and to produce evidence of existing insurance or where there is none or it is for inadequate cover to insure on terms agreed by the Owners against all injuries damage claims and demands arising from the activities authorised by this Licence.

2.3 To fill any holes, replacing soil and grass carefully, repair or restore any fences buildings or enclosures dismantled, opened or altered as a result of the activities of the Licensee.

2.4 To protect any livestock upon the property and prevent their escape.

2.5 To protect the wildlife whether plant or animal upon the property.

2.6 To protect any archaeological deposits below plough soil depth.

2.7 To prevent fire.

2.8 To bear full responsibility for any damages to the property including the livestock wildlife plant and animals thereon and including any injuries suffered by the Licensee or any other person as a result of the Licensee's activities thereon.

2.9 To report immediately to the Landowner and to the Coroner any objects

containing gold or silver or any alloy containing gold or silver and any object believed to be over 300 years old to comply with the Treasure Act.

2.10 To inform immediately the owner of the property of any finds of whatsoever nature.

2.11 To report any archaeological object to the owner and where the owner so agrees to the County Sites and Monuments Record Office.

2.12 To report any bombs or live ammunition to the police having marked the spot.

2.13 To respect the country code as issued by the Countryside Commission or the Countryside Council for Wales.

2.14 Not to use the property, or any part of it, for the following nor allow anyone else to do so.

Activities which are dangerous, offensive, noxious, noisome, illegal or immoral, or which are or may become a nuisance or annoyance to the owner or occupier or to the owner or occupier of any adjoining property.

2.15 To carry and produce on request an identification card (Membership card of the National Council for Metal Detecting and a certificate of Public Liability Insurance).

3. The parties agree:

3.1 That all objects found other than those covered by the Treasure Act are the property of the owner and will be recorded or disposed of according to the owner's wishes.

3.2 The value of any objects will be determined by agreement between the owner and the Licensee or by sale for the highest available price or by appraisal by at least two independent persons jointly selected. Thereafter payment of any monies due to either party to this Licence must be made upon the sale or within 7 days of any valuation or sale.

3.3 If there shall be any breach or non-observance by the Licensee of any of the terms and conditions of this licence the owner may revoke this licence and thereupon the licence and all the rights hereby granted shall cease and be determined with or without notice by the owner and immediately on being requested to do so the Licensee will vacate the property.

4. It is further agreed:-

4.1 That where the excavation is not limited to the disturbance of plough-soil the Licensee will discuss with the owner the need to consult the appropriate County Sites and Monuments Records and should the owner so direct the Licensee will undertake such consultations.

4.2 That the Licensee will not search for or dig for items on permanent pasture.

4.3 That where the landowner agrees the Licensee will submit all finds to the County Sites and Monuments Records for identification and recording by archaeologists.

SIGNED BY OWNER:

SIGNED BY LICENSEE:

In the presence of:

In the presence of: