

# HISTORICAL SURVEY AGREEMENT

Between

**Yvonne M London** and/or **Linda Pollard** (“Searchers”)

and

\_\_\_\_\_ (“Landowner”)

who is the owner, not a tenant or leaseholder, of the land/premises (“Property”) known as:

\_\_\_\_\_

situated at the following address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

This agreement shall continue in force from \_\_\_\_\_ (date) for a period of \_\_\_\_\_ years, ending on \_\_\_\_\_ (date).

Subject to the following conditions and, in consideration of payment of 20% of the value of any item found (“Find”) where the value of the Find is above £500, except if the Find is covered under Clause 5, the Landowner grants the Searchers free access to the Property for the purposes of historical investigations to search for metals, buried coins, treasure and artefacts using manual methods and such equipment as shovels, metal detectors and trowels.

1. The Searchers agree to:

- 1.1. to hold a current licence with the National Council for Metal Detecting (which provides insurance and as agreed with the National Farmers Union)
- 1.2. to fill and make good any excavations made by the Searchers
- 1.3. to not disturb any livestock upon the Property and to leave gates as found i.e. if open, left open and if closed left closed
- 1.4. to protect the wildlife as much as possible whether plant or animal on the Property
- 1.5. not bring any dogs or other animals onto the Property without express permission of the Landowner
- 1.6. to bear full responsibility for any damage to the Property as a result of the Searchers activities
- 1.7. to immediately inform the Landowner of any finds of objects which might be considered Treasure under the Treasure Act 1996

- 1.8. to deposit any Find or Finds with an independent person or authority in the event of any dispute over the ownership of the Find, Finds or Treasure until the determination of ownership is finalised
- 1.9. to report any likely archaeological discoveries to the Landowner of the land and to a Finds Liaison Officer ("FLO")
- 1.10. to report any possible bombs or other like missiles to the police
- 1.11. to respect the country code
2. The Searchers shall not assign or part with any rights granted by this agreement in relation to the whole or any part of the Property to any other person without the permission of the Landowner.
3. If there shall be any breach or non-observance by the Searchers of the terms and conditions of this agreement, the Landowner may terminate this agreement and all rights granted shall cease and immediately on being requested to do so the Searchers will vacate the Property.
4. The value of any objects will be determined by agreement between the parties named herein 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 30 days of any valuation or sale.
5. Any Find or Finds found that are deemed to be Treasure as determined by the Treasure Act 1996 shall be dealt with in accordance with the procedures as laid down with the Treasure Act 1996 and the Portable Antiquities Scheme. The proceeds of any such Treasure are to be split 50/50 between the Landowner and the Searchers.
6. The Landowner shall grant exclusive rights for the Searchers search for treasure, metals, buried coins and artefacts on the Property and agrees not to authorise any other person or persons to do so while this agreement is in place.
7. Either party may at any time end this agreement earlier by giving 90 days notice in writing.

Agreed on behalf of the <b>Landowner</b>	Agreed on behalf of the <b>Searchers</b>
Name:	Name:
Signed:	Signed:
Date:	Date: