

# **LAND-OWNER / DETECTORIST CONTRACT**

I (full name) \_\_\_\_\_ the occupier/owner of the land/premises  
known as \_\_\_\_\_ situated at \_\_\_\_\_  
hereby grant a detectorist licence to (name) \_\_\_\_\_ (hereinafter called the 'licensee').

1. In consideration of payment of \_\_\_\_\_% of the value of any property found the owner/occupier hereby grants to the licensee the right to enter the said land (which land is called the licensed area) and subject to the conditions herein to search for treasure, metals, buried coins and artefacts.

2. The licence shall, subject to determination as hereinafter provided, continue in force:

from \_\_\_\_\_ (day/month/year) until \_\_\_\_\_ (day/month/year)

3. The licensee hereby covenants with the owner as follows:

i) to fill and make good any excavations

ii) to protect any livestock upon the said land and prevent their escape

iii) to protect the Wildlife, whether plant or animal, upon the said land

iv) to prevent fire

v) to bear full responsibility for any damage to the property, including all livestock, wildlife, plant and animals thereon and including any injuries suffered by the licensee or any other person as a direct result of the licensee's activities thereon

vi) to immediately inform the owner/occupier of the said premises of any finds of gold or silver objects which might be considered treasure trove

vii) to deposit any property found with a named and agreed independent person/authority in the event of any dispute over the ownership of the property until the determination of ownership is finalised

viii) to report any archaeological discoveries to the owner/occupier of the land

ix) to report any bombs or other like missiles to the police

x) to respect the country code

xi) so far as the licensee may validly do so, at all times to keep the owner/occupier effectually indemnified against all actions or proceedings, costs, charges, claims and demands whatsoever, which may be made or brought against the owner by any party in connection with this license or any matter or thing done or purported to be done in pursuance thereof.

4. The licensee shall not assign or part with any rights granted by this licence in relation to the whole or any part of the licensed area or grant any sub-licence in respect of any such rights.

5. If there shall be any breach or non-observance by the licensee of any of the terms and conditions of this license, the owner/occupier may revoke this license, and thereupon the same and all the rights granted shall cease and be determined with or without notice by the owner/occupier and immediately on being requested to do so the licensee will vacate the land or part thereof. Any material items discovered prior to such events so arising will maintain possession of the goods with agreed independent person/authority until such time that disputes of just cause for premature license revocation are settled.

6. 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 license must be made upon the sale of said objects, or within a reasonable period following an evaluation and prior to any sale where the purchasing party seeking sole ownership may obtain the necessary funds in payment to the other party.

Signed and agreed \_\_\_\_\_ on this day (day/month/year) \_\_\_\_\_