



# Metal Detecting Policy

This policy has been adopted by Highfield Park Trust

Date Ratified: July 2019

Review Date: May 2020

Signed: T Abbott

Position: Chair of Trustees



## **Metal Detecting Policy**

This document sets out Highfield Park Trust's (HPT) policy on metal detecting on Trust land.

In general, metal detecting within Highfield Park is not permitted.

This Policy is effective from the date it is adopted by the Trust and supersedes any previous policy. All previous agreements concerning metal detecting that may have been made by HPT will also cease to have effect from the date of the adoption of this Policy.

Any proposal to undertake metal detecting on HPT land will only be considered where detecting is part of an appropriate programme of research. This is because removal of an archaeological object from its context, unless carried out by a professional archaeologist, can cause the loss of valuable contextual information, as well as damage to the artefact itself.

Persons wishing to carry out such research will need to apply for and obtain a permit in order to use a metal detector as well as to undertake associated survey work on land owned by HPT.

Permits are issued on the understanding that the primary aim of allowing detecting or survey work is the gathering of information on the archaeology on the Trust's land.

For your application to succeed, you will also need to be a member of a recognised organisation and prove that you have public liability insurance.

The Finds Liaison Officer (FLO) for Bedfordshire and Hertfordshire, based in Verulamium Museum, St Albans, has been appointed by the Portable Antiquities Scheme to record archaeological finds made by the public, including those made by metal detectorists. Before a permit is issued, an applicant must be able to satisfy the FLO that they have a proven track record of reporting and recording finds.

Applications for permits should be made using the attached form to: The Park Manager, Highfield Park Trust, Highfield Park Visitor Centre, Hill End Lane, St Albans, Hertfordshire, AL4 0RA

There will be a £30 permit application fee which must accompany the completed application form. The fee is non-refundable and will be charged even if permission to detect is refused. Payment should be made by cheque payable to Highfield Park Trust.

All treasure as defined by the Treasure Act 1996 ([http://www.opsi.gov.uk/Acts/acts1996/ukpga\\_19960024\\_en\\_1](http://www.opsi.gov.uk/Acts/acts1996/ukpga_19960024_en_1)) together with any artefacts including, amongst others, metal objects (including coins, weapons and jewellery), worked flints, pottery, building materials, slags and worked bone found on Trust land remain the property of the Trust.

## Application for a permit to use a metal detector on land owned by Highfield Park Trust

I wish to apply for a permit to undertake a programme of archaeological research including metal detecting / associated survey work as follows:

Applicant's Name: .....

Home Address: .....

.....

.....

Postcode: .....

Phone: ..... Email: .....

Brief details of research project:

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Land/Property for which Permit is sought :

**(Please provide a map)**

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\* Are you a member of:

(a) National Council of Metal Detecting NO/YES Memb. No: .....

(b) Federation of Independent Detectorists NO/YES Memb. No .....

(c) Other relevant organisation e.g. local history or archaeological society

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I have current Public Liability Insurance for £.....

**(Please complete amount, and also send a photocopy of the Insurance Certificate)**

The Application fee of £30 has been enclosed

The issue of a Permit is subject to the Terms and Conditions attached to this application. In submitting this application, I confirm that I have fully read, understood and accepted the Terms and Conditions and agree to observe and be fully bound by them during the period covered by the Permit.

Signed: ..... Date:.....

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### FOR OFFICE USE

Date Rec.: ..... Response/date..... Assessed by:.....

Risk Assessment Undertaken and approved NO/YES

Ref.No:.....

Application fee received.....Permit issued.....

## Metal Detecting Terms and Conditions

On application to Highfield Park Trust (c/o Highfield Park Visitor Centre, Hill End Lane, St Albans, Hertfordshire, AL4 0RA) metal detectorists may be granted a Permit to detect on land owned by Highfield Park Trust (the Trust) subject to the following conditions: -

- 1 The Permit to detect will remain in force for a period of 12 months from the date it is granted.
- 2 Only one permit per site will be permitted.
- 3 The Permit will be specific to a particular property and will not be transferable. The area to which the Permit relates will be shown on a plan accompanying the Permit.
- 4 Where the Permit applies to tenanted land the Permit holder will only be permitted to detect with the consent of and at the times and in places directed by the tenant. The permit holder will be responsible for obtaining this consent and must provide written proof of it to the Trust.
- 5 The Permit must be carried by the holder each time a visit is made and must be produced if required by an authorised representative of the Trust, its agent or the tenant of the land.
- 6 The Permit will be specific to a named individual and cannot be transferred. At the discretion of the Trust, to be confirmed in writing, one companion may also be given permission to detect but must accompany the Permit holder. The Permit holder will be responsible for ensuring that the companion understands and abides by the terms of the Permit.
- 7 Any and all Bye-Laws applicable to the specified area must be fully observed.
- 8 The Permit holder shall at all times during the period of validity of the Permit indemnify and keep indemnified the Trust and its tenants against all actions, claims, demands, proceedings, damages, losses, costs, charges and expenses whatsoever in respect of, or in any way arising out of the exercise of this Permit, including injury to, or death of, any person and loss of, or damage to any property, except and to the extent that such injury or loss arises out of the act, default or negligence of the Trust or its tenant not being the Permit holder.
- 9 The Permit holder enters onto the land entirely at his/her own risk and shall not hold the Trust or its tenant liable for any loss or injury sustained as a result of entering onto the land, except where such loss or injury arises out of the negligence of the Trust or its tenant.
- 10 The Permit holder will take utmost care to minimise damage to plants and other wildlife and must adhere to any restrictions, temporary or otherwise, notified to him/her by the Trust, its agents or tenant.
- 11 To avoid noise nuisance to other users or neighbours of the area headphones must be worn at all times when detecting.
- 12 The Permit holder shall only enter onto the land between the hours of 09:00 and sunset on any day.
- 13 All holes made as a result of investigating actual or potential finds should not be excavated below whichever is the lesser of 20cm or the depth of soil previously disturbed by ploughing without the prior written approval of the Trust. All holes must be backfilled promptly, carefully and safely and any turf disturbed must be replaced. There should be no visual signs of disturbance.
- 14 All objects and coins found will remain the property of the Trust, with the exception of finds which are covered by the terms of the Treasure Act 1996 (the Act), unless these are disclaimed later. All finds must be declared to the Trust's representative within one month of being found whereupon they will be recorded on the Historic Environment Record and made available to the FLO for recording.
- 15 Most ancient and some more recent objects will be retained by the Trust for allocation to a museum or other permanent collection. However, the Trust may, at its absolute discretion, return the objects to the Permit holder.

- 16 The Permit holder must satisfy the Trust's representative that he/she is familiar with the Treasure Act 1996 Code of Practice and must abide by the terms of it and any subsequent revisions or amendments which may come into force.
- 17 Finders of Treasure on Trust land waive their right to any ex gratia payment that may be offered by way of reward as an incentive for reporting the find.
- 18 In the event of a find being disclaimed under the Treasure Act and returned to the finder it will remain the property of the Trust and must be handed over to it. The Trust may, at its absolute discretion, return the find to the finder.
- 19 In the event of the Permit holder believing he/she has discovered a site of archaeological interest work must cease immediately and the matter be reported as soon as possible to the Trust's representative.
- 20 The Permit holder must record, preferably using GPS, the findspots of all finds of archaeological interest to at least a 10 figure National Grid Reference and make this recorded information available to the Trust. Finds of archaeological interest include, amongst others, metal objects (including coins, weapons and jewellery), worked flints, pottery, building materials, slags and worked bone.
- 21 If live ammunition or other hazardous objects are found the permit holder must mark the spot clearly and report to the Police and the Trust immediately.
- 22 The permit must be carried and available for inspection at all times while on Trust land.
- 23 A breach of any of these terms and conditions will lead to the immediate revocation of the Permit.
- 24 The permit holder agrees not to interfere with any persons exercising public rights on land belonging to the Trust nor interfere with any property known or believed to be the property of any other party.
- 25 The permit holder agrees not to use a metal detector on any protected area – including archaeological sites scheduled under the Ancient Monuments and Archaeological Areas Act 1979 and Sites of Special Scientific Interest – without first obtaining all necessary permissions from the relevant authorities.
- 26 The permit holder agrees to liaise with the Trust to ensure that any exploration is conducted in a fashion that is mindful of ecological sensitivities and other features of the park.
- 27 The Trust retains the right to restrict or prohibit access to any part of the Trust's land at any time without notice.
- 28 The permit holder agrees he/she will be responsible for obtaining any other necessary permissions including those of any adjoining land owners to access any Trust land.

I have read and agree to abide by these terms and conditions.

**Permit Holder Full Name:** .....

**Address:** .....

.....

**Post Code:** ..... **Tel No:**.....

**Signed:** ..... **Date:** .....

**Authorised signatory for Highfield Park Trust**

**Name:** ..... **Signed:** .....

**Date:** .....