









# 7 Appendix: Draft Transfer of finds ownership form

DATED 20

[]

-AND-

THE BOARD OF GOVERNORS OF THE MUSEUM OF LONDON

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## **DEED OF TRANSFER**

of Finds excavated at []

Site Code []

39

#### **BETWEEN: -**

[] a company registered in England under Reg. No [] whose registered office is situate at [] ("the Site Owner");

#### AND

THE BOARD OF GOVERNORS OF THE MUSEUM OF LONDON an exempt charity established under the Museum of London Acts 1965-1986, whose principal place of business is located at 150 London Wall, London EC2Y 5HN, ("the Museum") which expression shall include any Governors appointed from time to time acting in accordance with the powers vested in them under the Museum of London Acts 1965-1986.

#### **WHEREAS**

- **A.** The Site Owner is the owner of a property at [] known by its site code [] whereupon an archaeological intervention has been carried out ("Excavation").
- **B.** The Site Owner is the owner of any items of archaeological interest found during the Excavation.
- C. The Site Owner wishes to transfer to the Museum title to the items referred to in Recital B.
- **D.** The Museum has agreed to provide facilities for the accommodation and, at its discretion, the display of the items referred to in Recital B on condition that the same are assembled as an archive in accordance with the provisions of this Deed.

#### NOW IT IS HEREBY AGREED as follows: -

#### 1. PREPARATION AND DELIVERY OF THE ARCHIVE

- 1.1 The Site Owner will procure the preparation of the items of archaeological interest found during the Excavation in accordance with the requirements of the Museum's *General Standards for the Preparation of Archaeological Archives deposited with the Museum of London*, a copy of which is available to the Site Owner for inspection, and generally in accordance with best archaeological practice. The Site Owner will also procure to be prepared a full inventory of the items so prepared ("the Finds Inventory") and a list of the boxes and other containers in which those items will be transported to the Museum ("the Final Transfer Summary"). The items of archaeological interest listed in the Finds Inventory are hereinafter referred to as "the Finds".
- 1.2 The Site Owner will arrange for delivery of the Finds, Finds Inventory and the Final Transfer Summary to the Museum without cost to the Museum, after consultation with the Museum as to the method and time of delivery.
- 1.3 Title to and risk in the Finds will pass to the Museum on delivery of the Finds to the Museum in accordance with clause 1.2.

# 2. WARRANTIES

- 2.1 The Site Owner warrants to the Museum that:
  - 2.1.1 [to the best of its knowledge and belief **delete as appropriate**] at the date of this Deed ownership of the Finds is vested exclusively in the Site Owner;
  - 2.1.2 [to the best of its knowledge and belief delete as appropriate] at the date of this Deed the Finds are free of all charges, encumbrances and third party rights and no right has been granted in respect of them which would affect the transfer of

- title to the Finds by the Site Owner to the Museum or otherwise give rise to any conflict with the provisions of this Deed;
- 2.1.3 [to the best of its knowledge and belief delete as appropriate] at the date of this Deed the Site Owner has the unfettered right to transfer ownership and possession of the Finds to the Museum;
- 2.1.4 the Site Owner will at its own cost take all steps which are or may be necessary at any time to cure any defects in the title to the Finds; and
- 2.1.5 the Site Owner warrants that it or its contractors have complied with all of the requirements of the Treasure Act 1996 and any statutory modification or reenactment of that Act, and all other legislative requirements relating to the Excavation.
- 2.2 The Site Owner will indemnify the Museum against any and all claims, demands, proceedings, costs, expenses, loss or damage, of whatever nature which may be made or brought against or incurred by the Museum arising out of or in connection with any breach of the warranties given respectively by the Site Owner in clause 2.1.

## 3. INTERPRETATION; GOVERNING LAW AND JURISDICTION

3.1 This Deed will be governed by and construed in accordance with the Laws of England and Wales regardless of the place of execution or performance. The English Courts will have exclusive jurisdiction to deal with any dispute or other difference arising out of or in connection with this Deed, unless the Museum chooses to invoke, or voluntarily submits to, the jurisdiction of some other tribunal.

[] By means of these signatures:	
	Director
	Director/Secretary
The COMMON SEAL of THE BOARD OF GOVERNORS OF THE MUSEUM OF LONDON was hereunto affixed in the presence of:	
	Chairman
	Secretary

IN WITNESS of which the parties hereto have executed this document as a Deed on the date first

written above

# 8 ANNEX: MOLA Welfare, Health & Safety Method Statement

A Welfare, Health & Safety Method Statement has been prepared by MOLA to accompany this wsi but will be printed out and submitted separately as appropriate.