

Suffolk Sandlands Website Terms & Conditions

Greenwell Farms trading as Butley Priory, The Clumps, Suffolk, IP12 3NR, is a partnership and is the exclusive provider and operator of weddings and events at Butley Priory. References to Butley Priory are references to Greenwell Farms trading as Butley Priory/Suffolk Sandlands metal detecting tours. We are contracting with you as the Customer, and references to “the Customer” shall mean all names on the Suffolk Sandlands booking form. It is important that the Customer reads these Conditions carefully before making a Booking and for the Customer to note that by making a Booking, the Customer confirms that they have read, understood and accepted these Terms and Conditions, including the cancellation policy.

GENERAL

1. If Butley Priory needs to contact the Customer, they will do so by telephone, email or by letter using the contact details provided on the Booking Form. By providing these contact details, the Customer consents to Butley Priory’s use of those contact details in all later correspondence and the Customer agrees to provide Butley Priory with the correct contact details and to advise them immediately if any of those details change.
2. Butley Priory does have public liability insurance as a legal requirement, however, all customers are required to be members of the NCMD (National Council for Metal Detecting) and to provide evidence of that membership to us at the booking stage. This is to ensure all our customers have the correct insurance while metal detecting. Butley Priory shall not accept any booking from any detectorist that does not have insurance. The detectorist will be fully liable for their own insurance and actions.
3. All customers must abide by the NCMD code of conduct.
4. By the customer agreeing to the terms and conditions of Butley Priory, you agree to abiding by the Treasure Act and correct exporting of finds. NO find over 50 years old can be taken out of the UK without an approved export license. All finds will be registered on site, identified by our expert hosts and registered with the PAS if required.

5. Butley Priory accepts no liability, insofar as is legal, for any activities at their events which could result in injury, death, illness or disease, physical or mental damage to any attendees. This is the responsibility of the customer and the reason why our Terms and Conditions state that all customers must have their own insurance cover.

HEALTH & SAFETY

6. Health and safety is an important part of the Suffolk Sandlands tours. Detectorists should report anything that may affect the health and safety of themselves and other attendees to the Butley Priory's host promptly. Butley Priory will hold a safety briefing prior to any metal detecting taking place and will have a first aider on site who is trained in emergency first aid and resuscitation. Please report all accidents and incidents to either your host or the first aider promptly. In the event of an emergency situation please call the emergency services on 999 immediately for professional help.

FINDS AND HOARDS/TREASURE

7. The monetary value of all single items found are split 50/50 between the detectorist and Butley Priory. Butley Priory has first refusal to own the item and in the event would pay the finder their 50% share. All confirmed treasure/hoards are split 50/50 with Butley Priory and the detectorist. For the avoidance of doubt, by 'confirmed' we mean verified by the local **Finds Liaison Officer**.

A hoard/treasure is defined as the following by www.finds.org.uk;

1. Any metallic object, other than a coin, provided that at least 10 per cent by weight of metal is precious metal (that is, gold or silver) and that it is at least 300 years old when found. If the object is of prehistoric date it will be Treasure provided any part of it is precious metal.
2. Any group of two or more metallic objects of any composition of prehistoric date that come from the same find. An object or coin is part of the 'same find' as another object or coin if it is found in the same place as, or had previously

been together with, the other object. Finds may have become scattered since they were originally deposited in the ground.

3. Two or more coins from the same find provided they are at least 300 years old when found and contain 10 per cent gold or silver (if the coins contain less than 10 per cent of gold or silver there must be at least ten of them).
Only the following groups of coins will normally be regarded as coming from the same find: Hoards that have been deliberately hidden; Smaller groups of coins, such as the contents of purses, that may be dropped or lost; Votive or ritual deposits.
4. Any object, whatever it is made of, that is found in the same place as, or had previously been together with, another object that is Treasure.

If a hoard/treasure is discovered on a Suffolk Sandlands site, the host must be informed immediately and all current hoard/treasure discovery guidelines will be adhered to, as dictated by the Portable Antiquities Scheme. The area will be cordoned off and all detectorists must vacate the area, with no exception to this rule. The local **Finds Liaison Officer** will be contacted.

Any items declared treasure under the Treasure Act are automatically registered with the Local Finds Liaison Officer and Coroner within 14 days. If a customer is found to be in breach of any of our terms and conditions they will be disallowed from taking part in any further metal detecting and blacklisted from attending any future events organised by Butley Priory.

ACCOMMODATION

8. The Farmhouse is a smoke free environment. Smoking is only permitted outside and the Customer must use the containers provided to dispose of their cigarettes.
9. Check-in time by customers on the day of arrival is 4pm. Check-out time from the Farmhouse on the last day is 9am. Butley Priory accepts no responsibility for any personal belongings during your stay at the Farmhouse.
10. Non-detectorist supplement includes sharing a room with their detectorist companion. Breakfast, packed lunch, dinner and drinks are included in the price.

The supplement is only applicable to a booking that includes a full paying detectorist.

11. Inappropriate behaviour by the customer; wilful damage and dangerous, abusive, offensive or inappropriate language will not be tolerated, and it will be at Butley Priory's complete discretion as to whether the offending individual(s) will be asked to leave the Farmhouse and tour. In such circumstances, no refunds are applicable for any part of the tour that you have been excluded from. For the avoidance of doubt, Butley Priory operates a zero tolerance drugs policy whereby illegal drugs and other drugs of abuse are completely banned. Butley Priory accepts no liability or responsibility to the Customer in such circumstances, and no refunds will be given.

BUTLEY PRIORY'S OBLIGATIONS

Butley Priory agrees to the following provisions, as detailed in your Tour package;

12. Three nights full-board accommodation in a double or Twin room, with towels and bed linen. For the avoidance of doubt, 'full-board' includes breakfast, packed lunch, afternoon cake, Two-course evening meal with drinks.
13. Return transport from the accommodation to the site each day.
14. Transfer to and from Melton Rail Station, on request. Please advise us at the time of your booking.
15. Provision for car parking at the accommodation.
16. Two evening guest speakers to include a guided tour of Butley Priory.
17. An experienced host for the duration of your time at the detecting sites.
18. Provision of metal detecting equipment is available on request at an additional cost to be met by you.

CANCELLATION POLICY

19. Payments made to Butley Priory to secure a place on a Suffolk Sandlands tour are non-refundable. If advised in writing 30 days prior to the start date of the tour we will, at our discretion, endeavour to transfer your booking to a future tour date subject to availability. If notice of cancellation (for any reason) of your booking is received less than 30 days from start of the tour date, your payment is non-refundable. **We strongly advise that you obtain the appropriate insurance to cover you for cancellations or illness.**

DISCLAIMER

20. Butley Priory will endeavour to find sites that have a genuine historical background and which may or may not result in some significant and interesting finds. The Company cannot guarantee that all the sites will result in such finds and cannot be held responsible for sites that do not.
21. Butley Priory does not accept any liability for any damage to personal belongings, equipment and vehicles of customers. Any such items are brought at the owners own risk.
22. The information contained in the Suffolk Sandlands website is for general information purposes only. The information is provided by Butley Priory and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website information.

FORCE MAJEURE

23. For the purposes of these Conditions, **Force Majeure Event** means an event beyond the reasonable control of Butley Priory including but not limited to serious damage to any property belonging to Butley Priory, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure or interruption of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, security alert, sickness, epidemic or pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or other serious adverse weather condition.
24. Butley Priory shall not be liable to the Customer as a result of any delay or failure to perform its obligations under these Terms & Conditions as a result of a Force Majeure Event.
25. Butley Priory shall notify the Customer as soon as is reasonably practical where it knows or suspects that it will be unable to host the Tour on the scheduled date due to a Force Majeure Event, and Butley Priory will offer the Customer a mutually agreeable dates for the Booking to be transferred to. The selected new date shall be confirmed by Butley Priory in writing, and the Terms & Conditions shall be deemed varied to reflect this new date accordingly. No refunds shall be given to the Customer should it fail to agree to an alternative date.