

FINDS, FLO & HERITAGE DISCLAIMER

Find recording, treasure reporting, ownership, sensitive locations and heritage safeguards

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Company	Buried Beneath Ltd (Company No. 17334388)
Registered office	61 Bridge Street, Kington, Herefordshire HR5 3DJ, United Kingdom

1. Scope and incorporated terms

This Disclaimer applies to finds recorded, displayed, shared or processed through www.buriedbeneath.co.uk, its progressive web application and related enabled services (the “Platform”). It supplements the Terms & Conditions, Privacy Policy, Community Standards, Event Risk & Liability Disclaimer, Landowner Disclaimer, Group Event Organiser Agreement, Copyright & Intellectual Property Policy and Account & Group Deletion Policy.

It is drafted principally for finds in England and Wales. The Treasure Act 1996 framework also extends to Northern Ireland, with different administration and heritage rules. Scotland has a separate treasure-trove system. Users must follow the law and official process applying where the find was made.

2. Platform role and status of its tools

The Platform may let a user record a find, upload photographs, store a findspot, associate a find with an event, prepare or email a draft FLO form and record a user-entered status. These are administrative aids. Buried Beneath is not a museum, coroner, Finds Liaison Officer (“FLO”), the Portable Antiquities Scheme (“PAS”), valuation service, archaeologist or legal adviser.

An app-generated form, email, label, identification, notification or status is not an official PAS record, treasure report, receipt, valuation or decision. A user must ensure the appropriate FLO, coroner or other authority actually receives the required information and should retain that authority’s acknowledgement. A Platform “sent”, “recommended” or similar indicator is not proof of legal compliance.

3. Permission and responsible detecting

Before detecting or removing an object, the user must obtain every permission and licence required from the landowner, lawful occupier or tenant and any relevant authority, and must comply with event rules and the written land agreement. A Platform listing, booking, map pin, message or land submission does not itself grant permission or verify boundaries, title, protected status or consent.

Metal detecting or removing detector finds from a scheduled monument or other protected place may be a criminal offence without the relevant written consent or licence. Users must check official records and local restrictions, avoid damage, fill holes, protect crops and livestock, and stop where the organiser, landholder or authority directs.

4. Suspected treasure: mandatory action

In England and Wales, a person who finds an object that is or may be treasure must report it to the local FLO within 14 days of finding it or within 14 days of first realising it may be treasure. The FLO supports the statutory coroner process. The finder must not wait for identification, valuation, an event organiser, a Platform response or an in-app status where the deadline may apply.

Treasure can include categories based on age, precious-metal content, association or prehistoric composition and, since 30 July 2023, certain metal objects at least 200 years old that meet the statutory significance test. The legal definition is detailed and can change; uncertainty should be referred promptly to the local FLO.

The finder must preserve the object and discovery evidence, record an accurate findspot and circumstances, follow handling instructions, cooperate with the FLO/coroner process and disclose relevant landowner and finder information. Failure to report treasure is a criminal offence. Buried Beneath cannot extend the deadline or make a statutory report on the user’s behalf unless an authority expressly establishes an integrated service and confirms receipt.

5. PAS and non-treasure finds

PAS records archaeological objects found by the public in England and Wales to advance knowledge. Recording eligible non-treasure finds is generally voluntary, but treasure reporting is mandatory. PAS may prioritise what it records and an FLO decides what information or access is needed.

Users are encouraged to contact the appropriate FLO about eligible archaeological finds and provide accurate photographs, dimensions, material, weight, date, findspot coordinates, land status and discovery context. A private Platform record is not a substitute for PAS recording. Wreck material, human remains and other regulated finds follow separate processes.

6. Accuracy, identification and valuation

The uploader is responsible for the accuracy and lawful source of all find data. Identifications, dates, materials, rarity, authenticity, historical descriptions and price estimates supplied by users, AI or automated tools may be incomplete or wrong and must not be treated as professional advice or a guarantee.

Users must not fabricate, relocate or conceal a findspot; merge separate discoveries; remove contextual material recklessly; falsely mark a find as reported; or misrepresent ownership, treasure status, provenance or value. Buried Beneath may correct labels, restrict content, preserve evidence or refer suspected unlawful conduct under the Community Standards.

7. Findspots, privacy and heritage protection

Precise locations can be personal data, confidential land information and sensitive heritage data. Users must have authority to upload and share them. Public displays may use an approximate location, and Buried Beneath may restrict, delay, redact or remove coordinates where disclosure could expose a site, breach a land agreement or facilitate unlawful detecting.

Restricting public visibility does not relieve the user of supplying an accurate location confidentially to the FLO, coroner, police or other competent authority. Buried Beneath may disclose records where lawfully required or reasonably necessary to protect people, property, heritage or legal claims, subject to the Privacy Policy.

8. Ownership, custody and rewards

Buried Beneath does not determine legal title, custody, a landowner/finder split or reward entitlement. Ordinary-find ownership depends on the facts, applicable law and the land agreement; attendance or discovery alone does not guarantee ownership. Users and organisers should document the agreed split, custody and reporting procedure before detecting and must not dispose of an object while title or reporting duties remain unresolved.

A suspected treasure find enters the statutory process. Any museum acquisition, valuation and reward is determined under that process, and a reward may be reduced or withheld. A Platform profile, event rule or private agreement cannot override the law or bind a coroner, museum, Secretary of State or other authority.

9. Dangerous, sensitive and exceptional finds

If an object may be unexploded ordnance, ammunition, a weapon, hazardous material or otherwise dangerous, the user must not touch, move, clean, dismantle, photograph at close range or transport it. They must withdraw, warn others, follow the event emergency plan and contact the police or emergency services. An app report is never an emergency report.

Possible human remains must not be disturbed and must be reported promptly to the police and handled as they direct. Wreck material is subject to the Merchant Shipping Act reporting process, normally through the Receiver of Wreck, rather than the ordinary PAS route. Protected species, environmental hazards and active crime evidence must be referred to the appropriate authority.

10. Organisers and landholders

An Organiser must brief attendees on permission boundaries, protected areas, find handling, the agreed ownership/reward split, emergency action, treasure/PAS reporting and secure custody. It must not obstruct a finder's statutory report, conceal a find or advertise an unofficial Platform workflow as authority-approved.

Where an FLO attends or recording arrangements are offered at an event, the Organiser must agree capacity and procedure directly with PAS/FLO staff and follow their guidance. Buried Beneath does not promise FLO attendance or that every rally find will be recorded.

11. Sale, transfer, transport and export

Before selling, gifting, transporting, exporting, cleaning or altering a find, the person in control must establish lawful title, complete any treasure, wreck, police or heritage process, honour the land agreement and obtain any cultural-goods export licence or other approval required. A Platform listing or record does not certify provenance, legality, authenticity or export eligibility.

Users must retain provenance, reporting and transfer records and must not use the Platform to market suspected treasure, stolen property, unlawfully detected material or an object subject to an unresolved ownership claim.

12. Content rights and retention

Users retain rights they hold in original photographs and descriptions, subject to the operational licence in the Copyright & Intellectual Property Policy. Uploading content does not transfer ownership of the physical find, historical facts, land, location, treasure rights or third-party records to Buried Beneath. Find and reporting records may be retained, restricted, anonymised or disclosed under the Privacy Policy and Account & Group Deletion Policy, including to preserve event history, evidence, legal claims or FLO references. Deleting an account cannot cancel a statutory report or require an authority to erase its own record.

13. Responsibility and liability

Users remain responsible for permission, safety, reporting, custody, ownership enquiries and statements they make. Subject to non-excludable law, Buried Beneath does not warrant a find's identity, value, ownership, legal status, report acceptance or preservation, and is not responsible merely as Platform provider for a user's missed deadline, unlawful detecting, ownership dispute, authority decision or loss or damage it did not cause.

Nothing excludes or limits liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, breach of a non-excludable statutory duty, or any liability that cannot lawfully be excluded. Consumer rights and any liability expressly accepted in the Terms remain unaffected.

14. Changes, law and contact

Material changes will be notified through an appropriate Platform or email notice. The version applying when a find was made does not override later statutory duties or official instructions. This Disclaimer is governed by the law of England and Wales and its courts have jurisdiction, subject to mandatory rights and the law governing the find itself.

Buried Beneath Ltd, Company No. 17334388, registered office: 61 Bridge Street, Kington, Herefordshire HR5 3DJ, United Kingdom. Website: www.buriedbeneath.co.uk. Support: support@buriedbeneath.co.uk. Official treasure and FLO information should be obtained from QV.UK and the Portable Antiquities Scheme.

Solicitor and product-control points

- Confirm the live FLO form/email route, status labels and whether any authority has approved integration; remove any suggestion of official transmission unless confirmed.
- Confirm territorial handling for Northern Ireland, Scotland, wreck, human remains and exports, and link users to the correct official route by find location.
- Check that findspot access controls, audit logs, retention and disclosures match the Privacy Policy and deployed database permissions.
- Approve the ownership, custody, reward and liability clauses against the Terms and the exact contracting role at events.