

BURIED BENEATH LTD

LAND ENQUIRY & PERMISSION TOOLS

Terms of Use, Disclaimer and Responsibility Notice

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Applies to	Land Enquiry Form, Permission Form and related document archive
Company	Buried Beneath Ltd (company number 17334388)

IMPORTANT LEGAL NOTICE

This document is intended for publication with the Buried Beneath organiser-dashboard tools. It allocates responsibility and limits liability only to the extent permitted by law. It must be read with the Buried Beneath Terms & Conditions, Privacy Policy, Group Event Organiser Agreement and Landowner Disclaimer. Independent solicitor review is strongly recommended before launch and after any material change to the tools, business model or data handling.

Buried Beneath Ltd

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THE CORE POSITION

The Land Enquiry Form is an enquiry only and does not grant permission. The Permission Form and archive are administrative aids only and do not prove ownership, authority, identity, valid consent or legal compliance. The organiser and the relevant landowner or occupier remain responsible for the land arrangement, its accuracy, validity and performance.

1. Purpose, scope and acceptance

1.1 These Terms govern access to and use of the Buried Beneath Land Enquiry Form, Permission Form, secure form links, PDF generation, uploads, downloads, document archive and related dashboard functions (together, the “Land Tools”).

1.2 These Terms apply to every organiser, landowner, occupier, authorised representative and other person who submits, signs, uploads, downloads, stores, shares or relies on information through the Land Tools (each a “User”).

1.3 By selecting the acceptance box, submitting or signing a form, uploading a document, or otherwise using a Land Tool, the User confirms that they have read, understood and agree to these Terms. If the User acts for an organisation or another person, the User warrants that they have authority to bind that organisation or person.

1.4 These Terms supplement the Buried Beneath Terms & Conditions, Privacy Policy, Group Event Organiser Agreement and Landowner Disclaimer. If there is an inconsistency concerning the Land Tools, these Terms prevail to the extent of that inconsistency, subject always to applicable law.

2. Definitions and form status

2.1 “Land Enquiry Form” means a form used to request or collect preliminary information about possible land availability. It is non-binding and does not grant permission to enter land, detect, advertise an event, invite attendees or carry out any activity.

2.2 “Permission Form” means the platform-provided form used by an organiser and a landowner, occupier or representative to record proposed consent, conditions and related information. It is an administrative template and may not be suitable or sufficient for every arrangement.

2.3 “Uploaded Document” means any file, scan, photograph, PDF, agreement, plan, map, licence, consent, identification or other material provided by a User for storage or use through the Land Tools.

2.4 “Organiser” includes a Group Event Organiser and any person acting for a detecting club, group, company or event operator.

3. Buried Beneath’s limited role

3.1 Buried Beneath provides technology and administrative facilities only. It is a neutral platform service provider facilitating the collection, transmission, generation and storage of information supplied by Users.

3.2 Buried Beneath is not:

- a party to, guarantor of or trustee for any land access, detecting, event, reward-split or finds agreement;
- the agent, broker, representative, partner, employer or fiduciary of an organiser, landowner, occupier or attendee;
- a solicitor, conveyancer, surveyor, land agent, insurer, health-and-safety adviser or regulatory authority; or
- the organiser, operator, supervisor, controller or occupier of any detecting event or land.

3.3 Buried Beneath does not grant land permission and does not have authority to grant, vary, renew or withdraw permission on behalf of a landowner or occupier.

4. No legal advice, verification or warranty

4.1 The Land Tools, form templates, prompts, example fields, generated PDFs and guidance are general administrative aids. They are not legal advice and are not a substitute for a document drafted or reviewed for the particular land, parties, activity and circumstances.

4.2 Unless Buried Beneath expressly confirms otherwise in writing, it does not investigate, inspect, approve, monitor, authenticate or verify:

- the identity, age, legal capacity or authority of any User or signatory;
- land ownership, occupation, title, boundaries, rights of way, tenancies, mortgages, sporting rights, restrictions, licences or third-party interests;
- the accuracy, completeness, currency, authenticity, enforceability or legal effect of a form or Uploaded Document;
- insurance, risk assessments, licences, consents, planning or regulatory compliance;
- whether every person whose consent is required has consented; or
- whether permission remains in force, has been varied or has been withdrawn.

4.3 The appearance of a form, signature, timestamp, status label, PDF or Uploaded Document in the Platform does not amount to certification, endorsement, legal approval or confirmation by Buried Beneath.

4.4 The Land Tools are provided on an “as available” basis. Except as required by law, Buried Beneath gives no express or implied warranty that they will be uninterrupted, error-free, complete, legally sufficient or suitable for a User’s particular purpose.

5. Organiser responsibilities

5.1 The Organiser is solely responsible for the event and land-access arrangements. Before advertising, accepting bookings, taking payment, inviting attendance or entering the land, the Organiser must independently:

- identify the land correctly and confirm the permitted boundaries, access routes, dates, times, activities and exclusions;
- obtain clear, current and legally effective permission from every person whose authority or consent is required;
- take reasonable steps to verify the identity, capacity and authority of the person granting permission;
- check whether a tenant, occupier, joint owner, lender, estate, trust, company, local authority or other rights-holder must consent;

- record and comply with all landowner conditions, finds arrangements, payment or reward terms, environmental restrictions and withdrawal rights;
- maintain appropriate insurance, risk assessments, emergency arrangements and health-and-safety controls;
- comply with all applicable laws, codes and reporting duties, including requirements relating to trespass, heritage, Treasure, Portable Antiquities Scheme reporting, finds, dangerous items and personal data; and
- keep its own complete and accessible copies of all legally important records.

5.2 The Organiser must not represent that Buried Beneath has verified, approved, insured or guaranteed the land, permission, event, parties or documents.

5.3 The Organiser must promptly update the Platform and affected parties if information changes, permission is limited, disputed, suspended or withdrawn, or an Uploaded Document is replaced or ceases to be valid.

6. Landowner, occupier and representative responsibilities

6.1 A person supplying land information or granting permission is responsible for ensuring that the information is accurate, complete and not misleading and that they have full authority to supply it and, where applicable, to grant the stated access and activities.

6.2 That person must disclose to the Organiser all material conditions and known matters relevant to the proposed use, including boundaries, access, livestock, crops, machinery, hazards, public rights, tenancies, other users, prohibited areas, dates, vehicle arrangements, finds or reward terms and any right to withdraw permission.

6.3 If authority is shared, limited, delegated or uncertain, the parties must obtain all further consents and appropriate independent advice before relying on the Permission Form.

6.4 The landowner, occupier and Organiser are responsible for agreeing between themselves who may access the completed form and documents, how changes are authorised and how disputes will be managed.

7. Uploaded Documents and User content

7.1 A User who uploads, submits or shares content warrants that:

- they are entitled and authorised to do so and to permit Buried Beneath to host, reproduce, transmit and make it available as required to operate the Land Tools;
- the content is accurate to the best of their knowledge, lawful, relevant and not misleading;
- all necessary permissions and privacy information have been provided to any person whose personal data appears in it;
- it does not infringe confidentiality, privacy, intellectual-property or other rights; and
- it is free from malware, corrupted data and content that is unlawful, threatening, discriminatory or otherwise prohibited by Platform rules.

7.2 Uploaded Documents are supplied at the requesting and uploading Users' discretion and responsibility. Buried Beneath is not responsible for preparing, selecting, amending, completing, checking or filing them unless it has separately agreed in writing to a specific service.

7.3 Buried Beneath may restrict, quarantine, remove or preserve content where reasonably necessary for security, legal compliance, dispute handling or enforcement of Platform rules, but has no general duty to monitor User content.

8. Archive and storage service

8.1 The archive is a convenience feature for organising and retrieving records. It is not a legal escrow, title register, deeds repository, regulated custody service, notarial service or guarantee of long-term evidential preservation.

8.2 Storage of a document does not establish that it is original, unaltered, complete, valid, binding, current, properly witnessed or signed by an authorised person. A platform status such as “completed”, “signed”, “uploaded” or “archived” describes a system event only.

8.3 Users must retain independent copies of all documents needed for legal, insurance, tax, land-management or event purposes. Buried Beneath does not accept responsibility for a User’s failure to keep originals or backups.

8.4 Access to stored material may be suspended or unavailable because of maintenance, security, outages, account restrictions, legal requirements or events beyond reasonable control. Buried Beneath will apply its published privacy, security, retention and deletion practices, but does not promise permanent or uninterrupted storage.

9. Electronic signatures and timestamps

9.1 A signature, typed name, checkbox, click, IP record, audit entry or timestamp captured through the Land Tools records information received by the Platform. It does not by itself certify identity, authority, capacity, intention, witnessing, delivery, legal advice or enforceability.

9.2 Users must decide, with independent legal advice where appropriate, whether the method of signature and form of document satisfy the legal and evidential requirements for their arrangement. Documents requiring a deed, witness, qualified trust service, registration or other formality may require additional steps outside the Platform.

9.3 Users must not share secure links or account credentials with unauthorised persons. Activity carried out through a User’s link or account may be treated as submitted by that User unless promptly reported as unauthorised.

10. Independent land arrangement and disputes

10.1 Any land enquiry, permission, licence, event, fee, reward split, finds arrangement, condition or withdrawal is made directly between the relevant Organiser and landowner, occupier or authorised representative. Buried Beneath is not a party to that arrangement and assumes no responsibility under it merely because a Land Tool is used.

10.2 The parties are responsible for communicating directly, resolving inconsistencies and documenting any amendment, renewal, revocation or replacement. Platform messages or administrative assistance do not make Buried Beneath a party or agent.

10.3 Any dispute concerning authority, boundaries, access, trespass, payments, damage, finds, conduct, withdrawal or document meaning must be resolved between the relevant parties.

Buried Beneath may, but is not obliged to, preserve or provide records where lawful and reasonably practicable.

11. Data protection and confidentiality

11.1 Buried Beneath will process personal data for the Land Tools in accordance with its Privacy Policy and applicable data-protection law. Nothing in these Terms excludes Buried Beneath's own obligations where it acts as a controller or processor under applicable law.

11.2 Each User remains responsible for its own compliance when collecting, entering, uploading, downloading, sharing, retaining or otherwise using another person's data. This includes identifying a lawful basis, providing required privacy information, limiting access and retaining no more data than is necessary.

11.3 Users should not upload passports, driving licences, bank details, health information, criminal-offence data, precise personal-location information or other high-risk or special-category data unless it is genuinely necessary, expressly requested through an approved field, lawfully handled and appropriately protected.

11.4 Users must download and store copies securely, restrict access to authorised people, and notify Buried Beneath promptly of suspected unauthorised access, disclosure, loss or misuse affecting the Land Tools.

12. Limitation of Buried Beneath's liability

12.1 Nothing in these Terms excludes or limits liability for:

- death or personal injury caused by Buried Beneath's negligence;
- fraud or fraudulent misrepresentation by Buried Beneath;
- Buried Beneath's statutory data-protection liability to the extent it cannot lawfully be excluded or limited; or
- any other liability that cannot lawfully be excluded or limited.

12.2 Subject to clause 12.1 and to the fullest extent permitted by law, Buried Beneath is not liable for any loss, damage, cost, claim, penalty, delay or expense arising from or connected with:

- inaccurate, incomplete, outdated, forged, altered, unauthorised or misleading forms, signatures, land details or Uploaded Documents;
- a User's lack of ownership, occupation, capacity, consent or authority;
- invalid, insufficient, disputed, varied, expired, suspended or withdrawn permission;
- reliance on a Land Enquiry Form as permission, or on a Permission Form or archive status as proof of legal validity;
- land boundaries, access, trespass, hazards, property damage, event operation, finds, reward splits, insurance, regulatory compliance or disputes between Users;
- unauthorised use of a secure link, account, download or Uploaded Document caused by a User's act or omission; or
- loss or unavailability of content where the User failed to keep an independent copy.

12.3 Subject to clause 12.1, Buried Beneath is not liable for indirect or consequential loss, or for loss of profit, revenue, business, opportunity, goodwill, reputation, anticipated saving or data, whether foreseeable or not.

12.4 For an Organiser or other User acting for business purposes, and subject to clause 12.1, Buried Beneath's total aggregate liability arising from the Land Tools in any 12-month period shall not exceed the greater of £100 and the total fees paid directly by that User to Buried Beneath specifically for the Land Tools during that period.

12.5 Nothing in these Terms affects the statutory rights of a User acting as a consumer. Any exclusion or limitation applies only so far as it is fair, reasonable and lawful in the circumstances.

13. Business-user indemnity

13.1 Where the Organiser or uploader uses the Land Tools wholly or mainly for business purposes, that User shall indemnify and keep indemnified Buried Beneath Ltd, its directors, officers, employees and contractors against third-party claims, losses, liabilities, damages, penalties and reasonable legal costs arising from:

- information or documents supplied, submitted, signed, uploaded, shared or relied on by that User;
- the User's lack of authority, permission, lawful basis, insurance or compliance;
- the User's event, land access, attendees, contractors, payment or finds arrangements;
- infringement of privacy, confidentiality, intellectual-property or other third-party rights; or
- the User's breach of these Terms or applicable law,

except to the extent the claim was caused by Buried Beneath's breach of law or contract, negligence, fraud or wilful misconduct. This clause does not apply to a consumer to the extent it would be unfair or unlawful.

14. Suspension, retention and withdrawal of service

14.1 Buried Beneath may suspend access, restrict sharing, remove content or disable a Land Tool where reasonably necessary to protect Users, security, legal compliance, third-party rights or Platform integrity, or where these Terms are breached.

14.2 Suspension, deletion of an account or withdrawal of a feature does not transfer to Buried Beneath responsibility for the parties' land arrangement or release a User from obligations arising before that action.

14.3 Records may be retained or deleted in accordance with the Privacy Policy, Data Retention Policy, legal obligations, dispute requirements and legitimate security needs. Users remain responsible for keeping their own required copies.

15. Changes to these Terms

15.1 Buried Beneath may update these Terms to reflect changes in law, regulatory guidance, the Land Tools or business operations. Material changes will be notified by reasonable means and may require fresh acceptance before further use.

15.2 The version and acceptance record shown by the Platform will identify the terms accepted for that transaction. A later version does not retrospectively validate or alter an agreement between an Organiser and a landowner unless those parties agree.

16. General legal provisions

16.1 No waiver. A delay or failure by Buried Beneath to enforce a right does not waive it.

16.2 Severability. If any provision is invalid, unlawful or unenforceable, it shall be treated as modified to the minimum extent necessary to make it valid and enforceable; if that is not possible, it shall be deleted without affecting the remaining provisions.

16.3 No third-party rights. A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce them, except that Buried Beneath's directors, officers, employees and contractors may rely on provisions expressly stated to protect them.

16.4 Entire agreement for the Land Tools. These Terms and the documents incorporated by reference form the agreement between Buried Beneath and the User concerning the Land Tools. They do not form or replace the separate land arrangement between the Organiser and landowner or occupier.

17. Governing law and courts

17.1 These Terms and any non-contractual obligations arising from them are governed by the laws of England and Wales.

17.2 Subject to any mandatory consumer right to bring proceedings elsewhere, the courts of England and Wales have exclusive jurisdiction over disputes between a User and Buried Beneath concerning the Land Tools.

18. Contact

Buried Beneath Ltd (company number 17334388)

Registered office: 61 Bridge Street, Kington, HR5 3DJ

Email: support@buriedbeneath.co.uk

Website: www.buriedbeneath.co.uk

SCHEDULE 1 — REQUIRED DASHBOARD ACCEPTANCE WORDING

Use the following wording beside an unticked, mandatory checkbox. Display a clearly labelled link to this full document immediately beside the checkbox and store the accepted version, date, time and relevant user/account record.

A. Organiser acceptance — before sending or uploading

MANDATORY CHECKBOX

I confirm that I am authorised to submit or upload these details and documents. I understand that the Land Enquiry Form is an enquiry only and does not grant permission, and that the Permission Form and archive do not by themselves prove valid permission, ownership, authority, identity or legal compliance. Buried Beneath provides administrative and storage tools only, does not verify the information, and is not a party to the land arrangement. Responsibility remains with me and the relevant landowner or occupier. I agree to the Land Enquiry & Permission Tools Terms.

B. Landowner / occupier acceptance — before submission or signature

MANDATORY CHECKBOX

I confirm that the details I provide are accurate and that I have authority to provide them and, where permission is granted, authority to grant the stated access and activities. I understand that Buried Beneath provides the form, communication and storage facilities only; it does not verify my identity, ownership, authority, boundaries or the legal effect of this form and is not a party to the arrangement. I agree to the Land Enquiry & Permission Tools Terms.

C. Upload warning — immediately above the upload control

UPLOAD RESPONSIBLY

Upload only documents you are authorised to share and that are necessary for this land arrangement. Remove unnecessary sensitive information and keep your own original copy. Buried Beneath stores documents as an administrative aid and does not authenticate, approve or guarantee them.

D. Short acknowledgement for mobile screens

SHORT VERSION

I am authorised to submit this information. I understand Buried Beneath provides forms and storage only, does not verify permission or documents, and is not responsible for the land arrangement. I accept the Land Tools Terms.

The short version should be used only where the full organiser or landowner wording is displayed in an immediately accessible expandable panel before acceptance.

SCHEDULE 2 — IMPLEMENTATION AND EVIDENCE CHECKLIST

These controls support clarity and evidence of acceptance. They do not replace legal review or make an invalid land arrangement valid.

Control	Required implementation
Separate status	Label the Land Enquiry Form “ENQUIRY ONLY — NOT PERMISSION”. Do not allow an enquiry response to unlock event publication.
Permission gate	Require the organiser to confirm valid, current permission before an event can be advertised, published or opened for booking.
Prominent terms	Show the correct role-specific checkbox text and a link to the full Terms before submission, signature and upload. Do not pre-tick boxes.
Version evidence	Record user/account identifier, role, document/form ID, terms version, date and time, acceptance action and a proportionate security/audit record.
Form integrity	Preserve the submitted version, parties’ stated names, conditions, boundaries, dates, changes, withdrawal and audit history. Clearly distinguish user-entered data from platform-generated labels.
Electronic signature notice	Explain that a typed or drawn signature and timestamp record submission but do not certify identity, authority, witnessing or legal validity.
Document controls	Apply role-based access, secure links, expiry/revocation where suitable, malware scanning, encryption, backups, deletion controls and breach-response procedures.
Data minimisation	Collect only information needed for the land arrangement. Avoid unnecessary ID documents or special-category data. Show the Privacy Policy at collection points.
Retention	Set and publish a retention period for land forms and uploads. Provide deletion/restriction workflows subject to legal hold and legitimate record-keeping needs.
Withdrawal workflow	Let the landowner/occupier or organiser record changed or withdrawn permission; alert relevant parties and prevent further reliance where appropriate.
Copies	Provide both parties with a downloadable completed copy and recommend that they keep it independently.
Escalation	Route disputed authority, fraud, unsafe content, data incidents and legal requests to an administrator without suggesting that Buried Beneath decides ownership or permission disputes.

SOLICITOR REVIEW POINTS BEFORE PUBLICATION

Confirm the reasonableness of the business liability cap and indemnity; align the retention period and controller/processor roles with the final data flow; confirm whether any intended permission is a simple licence or requires additional formalities; and update the wider legal pack so its company details and liability wording match this document.