

DATED

**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HAVERING**

**-AND-**

**THE BOARD OF GOVERNORS OF  
THE MUSEUM OF LONDON**

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**TRANSFER AGREEMENT**  
of Finds excavated at Napier House and  
New Plymouth House, Dunedin Road,  
Havering Site Code NPH20

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**THIS TRANSFER AGREEMENT** is made on the                      day of                      2023

**BETWEEN: -**

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** of Town Hall, Main Road, Romford, Essex, RM1 3BD (“**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 Napier House and New Plymouth House, Dunedin Road, Havering known by its site code NPH20 whereupon an archaeological intervention has been carried out (“Excavation”) and the Site Owner has granted a developer permission to undertake works on the site (“the Developer”).
  - 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 Agreement
- each a “Party” and together the “Parties”.

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

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

1.1 The Parties acknowledge and agree that the Developer shall:

1.1.1 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; and

1.1.2 prepare a full inventory of the items of archaeological interest discovered during the Excavation (“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 is content for the Museum in coordination with the Developer to arrange for delivery of the Finds, Finds Inventory and the Final Transfer Summary to the Museum without cost to the Site Owner, in accordance with the Museum's preferences as to the method and time of delivery.
- 1.3 In consideration of £1 (whether demanded or not) title to the Finds will, with full title guarantee, pass to the Museum on delivery of the Finds to the Museum in accordance with clause 1.2. Risk in the Finds will also pass to the Museum on completion of delivery of the Finds to the Museum in accordance with clause 1.2.

**2. GENERAL**

- 2.1 **Governing law and jurisdiction.** This Agreement 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 Agreement.
- 2.2 **Further assurance.** The Site Owner at its own expense shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement and to cure any defects in the title to the Finds.
- 2.3 **Applicable laws.** The Parties agree to comply with all applicable laws. The Site Owner acknowledges that the Museum as a leading museum of the United Kingdom and centre of archaeological research encourages reporting of all archaeological material and compliance with the Treasure Act 1996 and Treasure Act Code of Practice both as amended from time to time, and where reasonably applicable agrees to facilitate the Museum in the aforementioned.

**IN WITNESS** of which the Parties hereto have signed this agreement on the date first written above:

Signed by ..... Name.....

Job Title..... Date .....

for and on behalf of the **Board of Governors of the Museum of London**

Signed by ..... Name.....

Job Title..... Date .....

for and on behalf of the **Site Owner**