



SOUTH AFRICAN HERITAGE RESOURCES AGENCY

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9/2/701/0064

PERMIT

No. 80/06/06/008/30

Issued under Section 35(4) of the National Heritage Resources Act, Act No. 25 of 1999. Permission is hereby given:

to: Mr S Valentine,
of: 15 Rose Avenue, Tokai, 7945, Western Cape,
in: association with the Octopus Maritime Archaeological Research Association and Tyroon,
for: the maritime archaeological excavation of the wreck of the "Grosvenor" wrecked in 1782,
at: 31.22.40S, 29.55.10E, near Port Grosvenor, Eastern Cape Province.

The following conditions apply:

1. For the proper interpretation of these conditions "the agreement" means the Heritage Agreement entered into on the twenty ninth day of May 2001 between the South African Heritage Resources Agency (SAHRA), the East London Museum (ELM), Chief Maritime Archaeologist, the Octopus Maritime Archaeological Research Association, and Polus Investment Co. Inc including amendments.
2. Any work carried out under this permit must be limited to the excavation and recovery of material from the "Grosvenor" which wreck is defined more fully in the agreement.
Furthermore:
 - a. There must be no excavation, removal or any kind of disturbance of the wreck site without the SAHRA approved archaeologist being present on site.
 - b. The establishment of co-ordinates of datum points must be completed before any excavation, removal or disturbance takes place.
 - c. The ship structure may be sampled in the absence of a SAHRA approved archaeologist only with the express permission of SAHRA.
3. This permit gives the permit holder the sole right to work on the site of the aforesaid wreck for the duration of the permit period.
4. Without limiting the generality of condition 6 below, all material and/or artefacts recovered from the said wreck site shall be recorded, preserved, identified and disposed of/distributed in terms of the agreement.
5. Without derogating from any indemnities given in terms of the agreement, SAHRA shall not be liable for any losses, damages or injuries to persons or properties as a result of any activities in connection with this permit.
6. It is a condition of the permit that the permit holder and other parties to the agreement comply with and are bound by all terms and conditions of the agreement. Accordingly, any breach or non-compliance with any terms and/or conditions of the agreement by the permit holder and such other parties, shall be a breach of the conditions of this permit.
7. A progress report must be sent to SAHRA on or before 1 January 2007. If a satisfactory report is not received, the issuing of future permits will be at risk.
8. Notwithstanding the conditions of this permit and/or the terms and conditions of the agreement, and in order to maintain the objects of the National Heritage Resources Act, SAHRA in its sole discretion reserves the right to vary and/or cancel this permit upon notice to the permit holder.
9. It is the responsibility of the permit holder to fill in excavations and protect the site during and after excavation to the satisfaction of the SAHRA.
10. SAHRA shall not be liable for any losses, damages or injuries to persons or properties as a result of any activities in connection with this permit.
11. SAHRA reserves the right to cancel this permit by notice to the permit holder.

This permit is valid until 1 July 2007.

For CHIEF EXECUTIVE OFFICER

Date: 29 June 2006

Place: Cape Town