

Operation Finzean Search Agreement Document

Introduction

This document seeks to outline and agree the search parameters for an intended search in July 2024 at STOCKING FARM, STOCKING PELHAM, BUNTINGFORD, HERTFORDSHIRE SG9 0HU, the home address of Mr and Mrs Marsh and the conditions of the search for all interested parties.

The overarching aim of this search is to locate the remains of Muriel McKay and return these to her family. However, in these unique circumstances it is necessary to acknowledge the nature of the search and the role of all parties in it.

This is a police led search that is to be undertaken only with the consent of the Marsh family; therefore ultimately the only agreement required is between the MPS and Marsh family. However, it is hoped that the parameters can be agreed with all parties in order to achieve the aim of locating Muriel.

Parties to which this agreement is relevant

1. The Metropolitan Police Service (MPS), who will be leading the excavation and search for the remains of Muriel McKay;
2. The Marsh family;
3. Mark Randolph-Dyer, the grandson of the deceased Muriel McKay, who is representing all those family members who have links to this investigation, in particular he acts on behalf of his mother Dianne, the daughter of the deceased (“the Dyer family”).

Legal position

This search is being carried out by consent and there are no legal, i.e. statutory or common law powers that are being relied upon by the MPS in order to carry it out.

Conditions of the search

The Marsh family have been made fully aware of the police investigation to date and have given their consent for the MPS to enter their property (on a date to be agreed) for the specific purpose of carrying out a final search for Muriel’s remains.

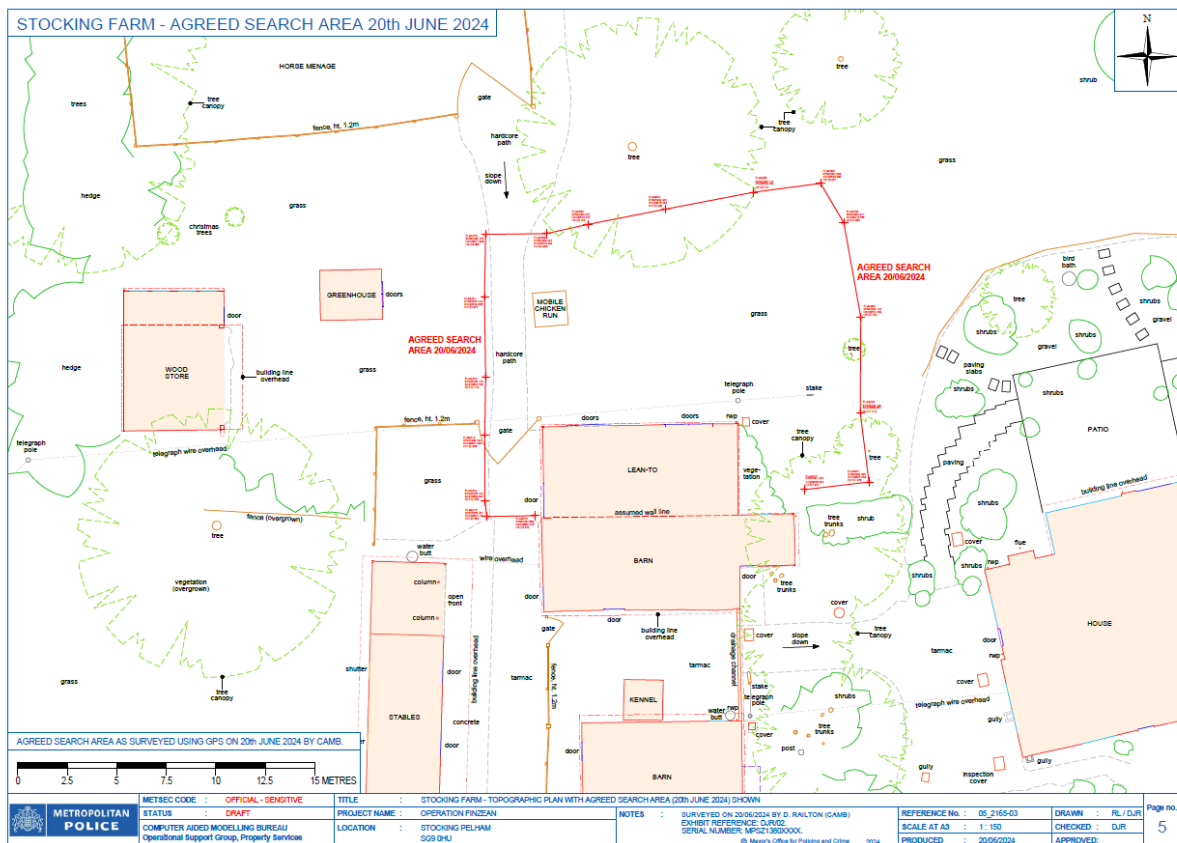
This consent is provided on the express understanding that all parties adhere to the conditions that are set out below. Should any of these conditions be breached, the Marsh family may withdraw their consent for the search to be carried out or, if it has started, for it to continue. The Marsh family also have the right to withdraw consent at any time whether or not any of the conditions have been breached, without providing any rationale for this.

The purpose of this document is to make all parties aware of the conditions which have been agreed in advance, in order that they are respected throughout the search.

1. The area and parameters of the search are agreed as per the attached diagram/drawing (labelled MAC/1). There will be no variation, without the express consent of the Marsh family.
2. The parties will use their best endeavours to prevent media intrusion or presence of any kind during the course of the search. This includes physical intrusion by the media onto the Marsh family property and/or the use of drones or helicopters flying in the air space above the property and beyond, as per the “no fly zone” authority sought for the duration of the search.
3. In addition, the Marsh family request that the Dyer family adhere to the helicopter and drone no fly zone from the date of this draft agreement and for a period of six months after the completion of the search.
4. Media intrusion of any kind will likely result in the Marsh family withdrawing consent for the search to start or, if it has started, to continue. The MPS will use its best endeavours to convey this to representatives of the media and the Dyer family is asked to do likewise where possible.
5. The search is the final search that will be permitted on the property. The Marsh family will not consent to any further searches.
6. Consent to carry out the search is only given to the MPS, who, for this specific purpose, is permitted to enter and search the property as per paragraph 1 above. The Dyer family does not have consent to enter the property during the search without the prior consent of the Marsh family. On occasions when the Dyer family is granted access to the property, in accordance with paragraphs 2 – 4 above, they should not be accompanied by the media or engage with them in any way whilst they are on the property, as this is likely to result in consent to search being withdrawn.
7. The MPS will make good any damage caused during the search.
8. The search is to be led and directed by the MPS who are to be the sole decision makers on all operational matters such as the resources required and the extent and methodology of the excavation.
9. Should Muriel’s remains be located in the course of the search, the Hertfordshire Coroner will immediately be notified and he or she will direct the MPS on such matters as removal and initial storage of the body.
10. If remains are found it is the intention of the Marsh family to allow members of the Dyer family to visit the site.
11. The Marsh family have requested that prior to the search starting, the Dyer family make a statement (suggested via email) containing the following:

- Demonstrating gratitude to the Marsh family for consenting to this voluntary search;
- Showing appreciation that the Marsh family has consented to this search in order to co-operate with and support the Dyer family in a final attempt to find Muriel's remains;
- That without the consent of the Marsh family, the search would not be proceeding;
- That the Dyer family understand the degree of intrusion that this will involve with respect to the Marsh family home and they accept that should no remains be found, the privacy of the Marsh family will be respected following the completion of the search.

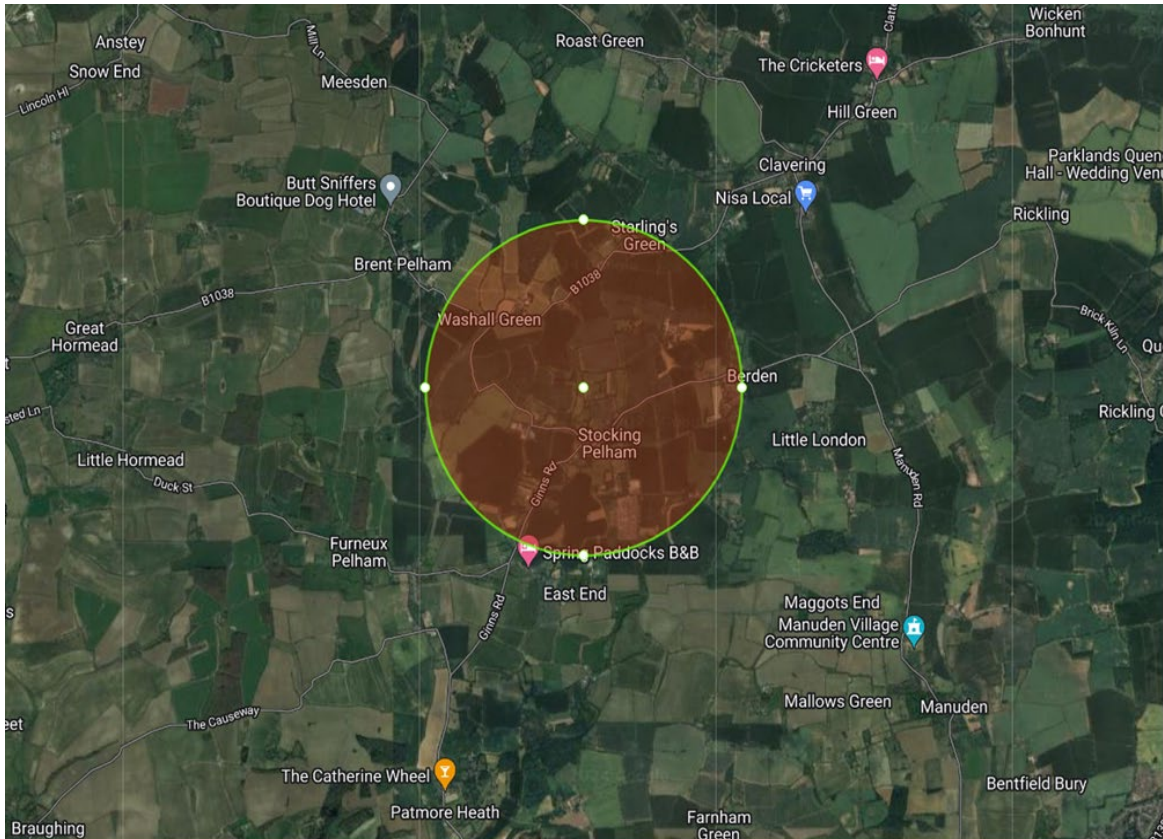
Parameters of search July 2024



MAC/1

No Fly restriction

No-fly zone restriction will be an area of 1 nautical mile radius. The reference is BAL-19732 for period 14/07/2024 00:01 through 24/07/2024 23:59.



Signatories

I have read this agreement and accept all of the conditions:

Representative for the Marsh family – Ian Marsh:

Representative for the Dyer Family – Mark Dyer:

Representative for the MPS – DCI Mark Cranwell: