

## TERMS OF DEPOSIT – BATH RECORD OFFICE: ARCHIVES AND LOCAL STUDIES

### 1. Ownership of the records

The depositor acknowledges that they / the organisation they represent\* are the owner of the records described below, and agrees to place them in the custody of the Record Office. This does not alter the ownership of the records, which remains with the current owner.

### 2. Period of the deposit

The agreement shall remain in force unless revoked by the Depositor. The Depositor may revoke the agreement only under the terms of withdrawal, set out in section 7 below.

### 3. Authorisations

The Record Office:

- Reserves the right, at the time of deposit or subsequently, to deal with any records judged not to merit permanent preservation by returning them to the Depositor\* transferring them to a more appropriate place of deposit\*, or destroying\* them, according to the wishes of the Depositor.
- Will be entitled to copy the records, digitally or otherwise, as long as this is in accordance with current copyright legislation; the ownership of and copyright in all such copies to remain with the Record Office even if the original records are withdrawn.
- May mark the records with a reference for their identification
- May carry out such work on the conservation of the documents as considered necessary by the Record Office or a professionally-qualified conservator.
- Will catalogue the records to current professional standards, as resources allow. The cataloguing may not take place immediately after deposit, but will be carried out in accordance with the Record Office's programme for prioritising cataloguing. The catalogue will be made available on the Record Office website. A printed copy will be sent to the depositor free of charge if requested. Ownership of and copyright in all catalogues and other finding aids belongs to the Record Office.
- If the records contain personal information about identifiable living people, the Record Office becomes the data controller of the records while the records are in the custody of the Record Office, and will be responsible for compliance with the General Data Processing Regulations.

### 4. Storage and care

- The Record Office will take reasonable precautions to preserve the records from damage, loss or theft, but shall not be liable to the Depositor for any damage to or loss or theft of them during the deposit period or for any consequential loss or expense caused

to the Depositor, except as covered by the standard insurance of Bath & North East Somerset Council.

- Deposited records are covered by the insurance of Bath & North East Somerset for their physical repair after damage as long as this does not exceed their market value. No compensation can be provided for the total loss of the records.

## **5. Access to the records**

- Records will be made available to the public for research free of charge at the Record Office during its advertised opening hours. Access to some records may be restricted to comply with the General Data Processing Regulations. By prior agreement, and in exceptional circumstances, the Depositor may impose reasonable restrictions on access.
- Copies of the records, in any format, will be supplied to members of the public at a cost, in accordance with copyright legislation, and as long as making the copies will not damage the records.
- Any request for access to the records which Record Office staff have reason to believe may lead to their use in legal proceedings will be notified to the Depositor, and shall not be granted without the consent of the Depositor, except where a court orders their production.
- Deposited records will not be loaned to any party except the Depositor, except for purposes of exhibition, when the Record Office must be satisfied with security and display arrangements.
- Records may be exhibited by the Record Office, in original, digital or copy form, without further permission from the Depositor, subject to clearance of Intellectual Property Rights as necessary.
- The Record Office has the right to publish deposited records, subject to the clearance of Intellectual Property Rights and the agreement of the Depositor, when it is possible to contact them. Reasonable efforts will be made to contact the depositor, and they will be acknowledged where appropriate.
- The responsibility for granting consent to members of the public to publish deposited records will be transferred to the Record Office, but with due acknowledgement of the Depositor if appropriate. The Record Office cannot grant consent on behalf of the copyright owner and responsibility for obtaining copyright clearance rests with the applicant.

## **6. Withdrawals**

- The Depositor is entitled to withdraw records temporarily for up to 3 months after giving 1 month's notice. The Record Office accepts no liability for loss or damage of records while they are withdrawn.
- The Depositor may withdraw the deposited records permanently, after giving three months' notice of intention to do so.

- During the period of notice the Record Office will be entitled to copy the records and to retain a copy as the property of the Record Office after the removal of the records. The Record Office may continue to make such copies available to the public.
- The Record Office reserves the right to require from the Depositor a payment reflecting the financial costs involved in storage, cataloguing and conservation of deposited records.
- The Depositor or any other person requesting the removal of deposited records whether temporarily or permanently must prove their entitlement to receive the records to the satisfaction of the Record Office staff.

#### **7. Keeping information up to date**

- The Record Office will inform the Depositor of any change of the Office's address or any other material changes affecting the agreement.
- The Depositor undertakes to notify the Record Office of any changes of address, or of ownership of the records. The Record Office will not accept responsibility for any consequences which may arise from the failure to notify such changes. Any communication sent by the Record Office will be sent to the name and address last notified by the Depositor.
- Where owners cannot reasonably be traced, deposited records will be presumed to be gifted to the Record Office.