



# **General Terms and Conditions of Deposit**

**March 2020**

## **General Terms and Conditions of Deposit**

All depositors are required to read and sign the following agreement:

The West Yorkshire Archive Service (hereinafter called “the Service”) provides an archive service for the Metropolitan District Councils of Bradford, Calderdale, Kirklees, Leeds and Wakefield. West Yorkshire Archive Service is part of West Yorkshire Joint Services Committee which is a Joint Committee made up of the five District Councils of West Yorkshire. The operation of the Joint Services Committee is governed by an Agreement signed by all the Councils and covers issues of legal liability arising from any arrangement entered into by West Yorkshire Archive Service.

### **1 OWNERSHIP AND DEPOSIT**

**1.1** The Service is willing to receive archival records (as defined by the current Service Collection Policy) by purchase, on loan or by gift. Different conditions will apply to purchase, gift and loan arrangements.

**1.2** Where deposit is made by loan, the ownership of the records concerned is unaffected. It is understood that the records will remain in the custody of the Service for a period sufficient to justify the Service's expenditure on cataloguing, conserving and storing them. Unless otherwise agreed, a loan arrangement is usually understood to be a minimum of 50 years.

**1.3** Where records are purchased or deposit is made by gift, title will pass to the West Yorkshire Archive Service and access will be subject to the provisions of the Freedom of Information Act 2000. Records received as a bequest are deemed to have been deposited by gift.

**1.4** Where records are received on loan the Service reserves the right to return to the depositor any records which the Service deems to be of no interest or transfer them to a more appropriate place of deposit or destroy them appropriately. With regard to transfer or destruction the Service will make reasonable enquiries to obtain consent of the depositor before taking the appropriate action.

**1.5** For the purpose of this agreement the depositor shall mean the person, persons or body upon whose authority records are deposited with the Service, or other person claiming to be the owner of the deposited records or the authorised agent of the owner. The depositor shall supply to the Service their full name and address to which all communications may be sent, and shall, if requested by the Service, produce written evidence which will prove their ownership of the deposited records. Personal data held on depositors will be held by the Service under the terms of the Data Protection Legislation including (but not limited to) the Data Protection Act 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016). Personal data on depositors will be maintained for the purposes of providing a record of the provenance and history of deposits and

to maintain a list of accepted owners of deposits for the purposes of communication with the depositor.

**1.6** Such persons claiming by virtue of acquisition of ownership from the original depositor should inform the Service promptly of their acquisition of such title and shall if requested by the Service produce written evidence which will prove their ownership of the deposited records, whereupon the Service shall amend the list of depositors accordingly.

**1.7** Where the Service wish to contact the depositor in connection with any deposited records, it shall be sufficient for the Service to write to the depositor detailed in the list of depositors held by the Service.

**1.8** In the event of the Service being unable to contact the depositor despite reasonable enquiry, then in relation to all matters where the consent or agreement of the depositor is required the depositor shall be deemed to have given such consent or agreement. In the event of the Service wishing to terminate its retention of any deposited records, the Service shall be at liberty to dispose of the deposited records as it sees fit including destruction in appropriate cases in accordance with the provisions of the Local Government (Miscellaneous Provisions) Act 1982 section 41.

## **2 WITHDRAWAL**

**2.1** Records received on loan may be withdrawn either temporarily or permanently by the depositor, his accredited representative, or his successor in title, subject to notice being given to the Service. Where records are withdrawn permanently at least six months' notice in writing must be given to the Service. It may be possible to return small deposits in a shorter period, at the discretion of the Service. With regard to permanent withdrawal the Service reserves the right to charge for work done and the depositor will be obliged to accept responsibility for such charge as the condition of withdrawal. Such payment will be required before withdrawal takes place. Where the withdrawal is temporary the Service has discretion to charge for work done depending on the particular circumstances.

**2.2** Any person withdrawing deposited records whether temporarily or permanently must provide written evidence which will prove their ownership of the deposited records to the satisfaction of the Service.

## **3 STORAGE AND PRESERVATION OF DEPOSITED RECORDS**

**3.1** The Service undertakes that all reasonable precautions will be taken to ensure the security of deposited records and that storage conditions will not be less favourable than those considered acceptable for the Service's own records. However all deposits are subject to the provisions of Section 10 of these conditions.

**3.2** For the purposes of security, future preservation, improvements in access, or as otherwise appropriate, deposited records in the care of the West Yorkshire Archive Service may be:

**3.2.1** photographed, microfilmed, copied or published, and the ownership of all such copies will vest in the Service.

**3.2.2** numbered with a finding reference for identification, safe keeping, and security.

**3.2.3** repaired, cleaned or receive conservation treatment, as considered desirable or practicable at the discretion of the Service.

## **4 CATALOGUES**

**4.1** Records will be catalogued as practicable in accordance with the Service's current practice but cataloguing arrangements will be at the discretion of the Service. One copy of the list will be provided free of charge to the depositor. Copies may be made available to the public and others, in any medium or format, upon such terms as the Service may determine.

**4.2** Work done in the preparation of lists, calendars, indices, and any other finding aids is at the discretion of Head of Archives and Collections Manager, and copyright in all cases is vested in the West Yorkshire Archive Service.

## **5 ACCESS**

**5.1** All records will be made available to members of the public in the appropriate supervised searchroom of the record offices comprising the Service, during that office's opening hours. Some restrictions may however apply. The provisions set out in paragraphs 5.1.1-5.1.5 represent the current restrictions applied by the Service but the Service retains the discretion to add other restrictions if it is appropriate:

**5.1.1** where there is a statutory provision to the contrary.

**5.1.2** where a depositor has advised the Head of Archives, Collections Coordinator or the appropriate Archivist that the access to records on loan is on special terms only. Such restrictions are usually indicated in our catalogues and will be reviewed on request.

**5.1.3** where records are uncatalogued.

**5.1.4** where records are unfit for handling.

**5.1.5** where legal enquiries are known to be being made. In such instances, the permission of the depositor would be necessary before production.

## **6 REPRODUCTION AND COPYRIGHT**

**6.1** With regard to the provisions of the Copyright Act 1998 (as amended), copies of records may be supplied to members of the public for private study, in line with the current preservation policy of the Service and on payment of an appropriate charge.

**6.2** Copyright is restricted in accordance with the provisions of the Copyright Acts, and copies will be stamped accordingly.

## **7 PUBLICATION**

**7.1** The Service will undertake all reasonable steps to advise any person taking a copy of a record that no records may be published in whole or in part, without the permission of the depositor and copyright owner, where the record is still in copyright.

**7.2** Anyone known to be seeking to publish records will also be advised by the Service:

**7.2.1** of their responsibility to comply with the Copyright Act 1998 (as amended). If a copy of a record still in copyright is required for the purpose of publication, the person wishing to publish will be advised to seek the consent of the copyright owners, who may not be the owners of the records.

**7.2.2** that the courtesy of the place of deposit, and (where appropriate) depositor and copyright owner, in allowing their use must be acknowledged in the printed work.

## **8 EXHIBITION**

**8.1** No records will leave the custody of the West Yorkshire Archive Service without the permission of the depositor although the Service will have the discretion to exhibit records from time to time. Every reasonable precaution will be taken by the Service to protect records so exhibited.

**8.2** Withdrawals for exhibitions not under the control of the Service will be subject to the permission of the depositor and agreement regarding arrangements.

## **9 PRESS, RADIO AND TELEVISION**

**9.1** When items of local interest are discovered in deposited collections, statements may be issued to the media to illustrate the work carried out by the Service.

**9.2** Reports to the West Yorkshire Joint Services Committee and the West Yorkshire Archives, Archaeology and Trading Standards Sub-committee on cataloguing and accessions are public documents, and statements may be issued to assist the press.

## **10 CHURCH OF ENGLAND RECORDS**

**10.1** Records belonging to and deposited by the Parochial Church Council of an ecclesiastical parish within the Dioceses of Bradford, Ripon and Leeds, and Wakefield will be held by the Service in accordance with the terms specified in the Parochial Registers and Records Measure 1978 (amended 1992), and nothing in these conditions of deposit shall be deemed to override or countermand the terms of the measure.

## **11 LIABILITY**

**11.1** Whilst deposited records are in the custody of the Service, every reasonable precaution will be taken to ensure that storage conditions are satisfactory, and that access to documents is adequately supervised and controlled, but the Service can accept no liability for any loss, damage, or theft, howsoever arising, suffered by documents while in the custody of the Service.

**11.2** If the depositor wishes records on loan to be insured against any risks whatsoever the depositor shall be responsible to take out such insurance and shall be responsible to discharge the costs thereof. In such circumstances while the items are deposited the Service's interest should be noted on the policy.