

Archives & Local Studies Service
Central Library, Walker Place
Rotherham S65 1JH
tel. 01709 823616
archives@rotherham.gov.uk

AGREEMENT FOR THE DEPOSIT OF ARCHIVES

1. DEPOSIT

- 1.1 In these terms of agreement, the word 'depositor' shall be taken to mean either the person who places documents on deposit or his/her lawful heir or successor in title and the word 'Council' shall mean Rotherham Metropolitan Borough Council or any successor local authority who shall, from time to time be obliged, by statute or otherwise, to keep and preserve archives. Reference to any officer of the Council shall include any person holding such office from time to time or any title substituted therefore, or such other officer of the Council as the Council may, from time to time, appoint to carry out the duties of the officer referred to.
- 1.2 The term 'deposit' is deemed to mean that the party named in the agreement for the custody of records as the depositor has placed the records listed briefly in the schedule thereto, in the custody of the Council. This in no way alters or otherwise affects the ownership of the records. It is further understood that, while the period of deposit is herein unspecified, the records shall remain deposited in the custody of the Council for a period sufficient to justify the Council's expenditure in cataloguing and conservation. In normal circumstances this period should be at least 25 years.
- 1.3 Documents may be reclaimed by the depositor on the terms specified in para. 9 below.
- 1.4 The Council reserves the right to return to the depositor any records deemed to be of no historical value or, with the consent of the depositor, transfer them to a more appropriate place of deposit, or destroy them.
- 1.5 It shall be the responsibility of the depositor to inform the Council of any change in the name or address of the owner or depositor of the records and of the provisions of any trust, settlement or will affecting the records. The Council will not accept responsibility for any consequences that may arise from the failure to notify any such changes.

2. STORAGE

- 2.1 The deposited items will be stored in one of the Archives and Local Studies Section archive stores under conditions that are not less favourable than those considered acceptable for the storage of archives owned by the Council.

- 2.2 The Council shall take all reasonable precautions to prevent the loss of, damage to or theft of the deposited items and the liability of the Council for such events shall be limited to the taking of such precautions.
- 2.3 The Council shall insure the deposited items against public liability, fire, flood, storm, tempest, loss or damage in consequence of burst pipes, malicious damage and theft (in consequence of possible and violent entry to or exit from the premises where the deposited items are stored) subject to the terms, conditions, exceptions and limitations of the policy held from time to time by the Council, such policy being available for inspection at all reasonable times, on the application of the depositor.

3. CONSERVATION

- 3.1 The Council may at its absolute discretion:-
- (i) Photograph, microfilm or otherwise copy any of the deposited items, the ownership of and copyright in all such copies to be vested in the Council.
 - (ii) Carry out such work in regard to the conservation and/or repair of the deposited items as may from time to time be considered desirable and practicable by the Manager, Archives and Local Studies, the Council taking all reasonable precautions in the execution of any such work.
 - (iii) Withhold public access to any of the deposited items that are in a fragile state until all practicable and necessary conservation work of them has been completed.

4. LISTING

- 4.1 The deposited records will be listed as part of the Archives and Local Studies Sections programme for listing all collections in its custody and in accordance with the Section's current practice. Copies of the list will be provided free of charge to the depositor and to such other persons as the Manager, Archives and Local Studies considers appropriate. The ownership of and copyright in all such lists and other finding aids shall vest in the Council.
- 4.2 In connection with the preparation of any such list, the Manager, Archives and Local Studies may stamp, number or otherwise identify the deposited items in the interest of identification and security.

5. ACCESS

- 5.1 Subject to any exemptions agreed under para. 5.2 below, the deposited items will be made available to the public for purposes of research, free of charge, in the Archives and Local Studies Section or some other suitable location, in accordance with the Council's regulations.
- 5.2 Subject to any longer or shorter periods that may be prescribed by statute, records more than 30 years old will normally be made available for public research. The depositor, however, has the power to waive this restriction or to impose a longer period of closure on the whole, or any part of the deposit.
- 5.3 Any request for the production of deposited items which the Manager, Archives and Local Studies has 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.

6. REPRODUCTION

- 6.1 Subject to the provisions of the Copyright Acts for the time being in force, copies of deposited items which are open for study may, at the discretion of the Manager, Archives and Local Studies, be supplied to members of the public for use only in private study, at such cost as the Council may determine. No further reproduction of such copies shall be allowed without the consent of the Manager, Archives and Local Studies.
- 6.2 The Council shall be entitled to copy all or any of the deposited items by any means and to retain the copy as its own property, even though the deposited items may have been subsequently withdrawn. Such copies may be made available to members of the public upon the same conditions and subject to the same restrictions as the deposited items are or were available.

7. PUBLICATION

- 7.1 The Manager, Archives and Local Studies may grant consent for the publication of material contained in deposited items which are open for study, but only subject to the condition that due acknowledgement be made to the depositor by the person responsible for such publication, such acknowledgement to be in a form and on such conditions as may be required by the depositor. Publishers will be warned of their responsibility to comply with the Copyright Designs and Patents Act 1998 and other copyright legislation which may be in force.

8. EXHIBITION

- 8.1 The Council may place any of the deposited items in an exhibition on its own premises, subject to the access provisions contained in these terms, under such conditions as are reasonable for the exhibition of those items.
- 8.2 Deposited items may be temporarily removed from the Archives and Local Studies Section for any period not exceeding three months for the purpose of exhibition or other valid reason, with the consent of the Manager, Archives and Local Studies, on his being satisfied that proper provision will be made for their security. In such circumstances the Manager, Archives and Local Studies shall ensure that the Council is indemnified against loss or damage and that appropriate insurance is arranged for that purpose. Any longer term removal will require the consent of the depositor.

9. WITHDRAWAL

- 9.1 The depositor may at any time exercise his right to reclaim the deposited items, either temporarily or permanently, upon giving one month's notice in writing of his intention to do so, or such longer period as may be required by specific statutory provision. During a temporary withdrawal the responsibility of the Council shall cease in respect of the deposited items so withdrawn.
- 9.2 It shall be the responsibility of the depositor or any other person requiring the withdrawal of all or any of the deposited items, whether permanently or temporarily, to prove to the satisfaction of the Council their entitlement to the return of those items.

10. GIFTS

- 10.1 These terms of agreement shall not be deemed to apply to gifts or donations which will become the outright property of Rotherham Metropolitan Borough Council.

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