

BEDFORDSHIRE ARCHIVES & RECORDS SERVICE

TERMS OF DEPOSIT FOR RECORDS ON LOAN

Bedfordshire Archives and Records Service (the service) collects, preserves and makes available to the public the documentary heritage of the historic county of Bedfordshire and its people. It is a nationally approved Place of Deposit for manorial, tithe and parish records for Bedfordshire. Under powers given by the Local Government (Records) Act 1962, the service accepts privately owned records by way of gift, purchase or, where an owner wishes to retain ownership, indefinite loan. Records deposited on loan are held, administered and preserved free of charge for the benefit of the general public on the following terms.

1. DEPOSIT

- 1.1 In these terms of deposit, the word 'depositor' means either the person or organisation who has placed the records on deposit, their lawful heir(s) or successor(s) in title and the word 'Council' means Bedford Borough Council or any successor local authority who shall, be obliged, by statute or otherwise, to administer the records.
- 1.2 The word 'records' means the property of the depositor, regardless of medium, placed in the custody of the Council under these terms of deposit. Deposit neither alters nor affects the ownership of the records which remains vested in the depositor.
- 1.3 These terms of deposit shall apply unless the depositor notifies the service in writing of any objections or variations to specific clauses at the time of deposit or within one calendar month from the issue of an official receipt for the deposited records.
- 1.4 It is understood that while the period of custody is unspecified, the records shall remain deposited for at least twenty years, a period deemed sufficient to justify the Council's expenditure on the records.
- 1.5 Nevertheless, records may be withdrawn by the depositor on the terms specified below (6) but in the event of permanent withdrawal (6.2 – 6.4), the Council reserves the right to claim re-imbursment, in accordance with the scale of charges then in force, for expenses incurred in administering and preserving the records.
- 1.6 The Council reserves the right, subject to the consent and authority of the depositor, to return records deemed to be of no historical interest, to transfer records to a more appropriate place of deposit, and to weed and destroy records where deemed necessary.
- 1.7 The Council will endeavour to draw to the attention of the depositor items of a confidential or sensitive nature and recommend suitable closure periods, taking into account and advising as necessary, on the application of Data Protection and Freedom of Information legislation. Unless otherwise agreed, the Council becomes data controller.
- 1.8 The Council maintains a confidential index of depositors recording names and addresses for the purpose of administering deposits. It will not be responsible for any consequences which may arise from the failure of a depositor, their representative, office-holder or trustees etc. to report any changes of name or address.

2. CUSTODY

- 2.1 Deposited records are stored by the service in secure and environmentally controlled conditions that are considered acceptable for storage of the Council's own archives.
- 2.2 The Council will take all reasonable precautions to preserve the records from physical damage, loss, theft, and illegal access but shall not otherwise be liable to the depositor for damage to, and loss or theft of the records during the Council's custody.
- 2.3 The Council shall not be obliged to insure against its liabilities under 2.1 & 2.2 but will advise depositors who may wish to take out their own insurance for deposited records.

3. CONSERVATION

- 3.1 The Council is entitled, at the discretion of a service manager, to take any of the following actions in respect of the deposited records.
- 3.2 Create copies in any medium or format; the ownership and copyright, where created in the process, in all such copies to be vested in the Council.
- 3.3 Number physical records with unique references for their identification and security.
- 3.4 Carry out such conservation, restoration and repair work as may be considered desirable and practicable by the service's conservator.
- 3.5 Withhold public access to fragile, damaged or unstable records until all practicable and necessary conservation and preservation work has been completed, and to uncatalogued records as security needs demand.

4. CATALOGUING

- 4.1 Records will be catalogued by qualified archivists or people working under professional supervision. A copy of the finished catalogue will be sent to the depositor and such other persons as the service considers appropriate.
- 4.2 Ownership of copyright in all manual or computerised lists, indexes and other finding aids produced for any deposit shall vest in the Council.

- 4.3 Catalogues will be made publically available in the service's searchroom and on the internet via the service's on-line public access catalogue. They will also be sent for inclusion in The National Archives 'Discovery' catalogue.

5. ACCESS

- 5.1 Subject to exemptions agreed under 5.2, the records will be made available to the public for research purposes by the Service, free of charge and under professional supervision during its advertised opening hours in accordance with its searchroom Code of Conduct
- 5.2 Restrictions may be placed on public access to individual deposited records by agreement between the depositor and the service and when required by legislation mentioned in 1.7.
- 5.3 Unless expressly prohibited by the copyright owner, single copies of deposited records may be made for researchers at the discretion of the Service under the 2014 Copyright Regulations for Research, Education, Libraries and Archives, only on payment of the current charge. Each copy will be stamped with a statement to this effect warning the recipient of their obligation to comply with Copyright Law.
- 5.4 Researchers intending to publish content from deposited records will, where possible, be advised of their responsibility to comply with Copyright Law and to comply with any requirements specified by the depositor.
- 5.5 Where the depositor is the copyright owner, the Council reserves the right to make and use copies of the deposited records for access and preservation purposes, physical exhibition and display work, publication in all types of media, and all purposes associated with the promotion of the records for the duration of that ownership right. This is in consideration of the custody, administration and preservation of the records provided by the Service.
- 5.6 Temporary withdrawal of deposited physical records from the service for up to three months for exhibition or other valid reason may be allowed by the service without further consent of the depositor provided proper provision is made for the security of the records. In such circumstances, the service will ensure that the Council is indemnified against loss or damage and that suitable insurance is arranged for that purpose.
- 5.7 Withdrawal of deposited records for longer than three months for exhibition or other valid reason will only be allowed with the consent of the depositor. The obligations as to insurance and security set out in 5.6 apply equally to this clause.
- 5.8 Any request for production of the records which the service has reason to believe may lead to their use in legal proceedings affecting the depositor will be notified to the depositor, except where production of the records is ordered by a court.
- 5.9 Records donated to the service will be subject to requests made under the Freedom of Information Act (2000) and the Environmental Information Regulations (2004).

6. WITHDRAWAL

- 6.1 The depositor may withdraw their records in whole or in part for up to three months, subject to 6.5, after giving a week's notice. The Council will accept no responsibility for any damage caused to the records during periods of temporary withdrawal.
- 6.2 The depositor may reclaim the deposited records at any time after giving a month's or such longer period of notice as may be required by specific statutory provision subject to 1.4 and 1.5.
- 6.3 During the period of notice the Council will be entitled to copy the records and retain the copies as the property of the Council after the removal of the records. The Council will continue to make the copies accessible to researchers, subject to the conditions and limitations in 5, save only that publication will be subject to term 5.4.
- 6.4 In the event of the depositor intending to sell all or any deposited records the Council shall be given the first opportunity to buy them at a price (including the withdrawal fee in 1.5) to be agreed between the depositor and the Council on the basis of independent valuation.
- 6.5 The depositor or any other person acting as the depositor's agent or representative must prove entitlement to records or show suitable authorisation before such deposited records may be withdrawn either temporarily or permanently.

(revised 2015)