

**BEDFORDSHIRE ARCHIVES & RECORDS SERVICE**  
**TERMS OF DONATION FOR GIFTED AND BEQUESTED RECORDS**

Bedfordshire Archives and Records 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 donated to the service as a gift or bequest are transferred according to the following terms.

1. In these terms of donation 'donor' means the person, persons or body by whom or upon whose authority items have been donated to the Bedfordshire Archives and Records Service (the service) and the 'Council' means Bedford Borough Council or any successor local authority or agency who shall be obliged by statute or otherwise to administer records donated to the service by gift or bequest ('donated records').
2. These terms are designed to encourage donation and bequest of records to the service and reassure donors of the Council's long term commitment to preserving donated records as part of the archival heritage of the County.
3. Records accepted as a gift will, after an interim receipt has been issued (normally at the time of physical transfer), be catalogued (possibly after appraisal) by qualified archivists (or people working under professional supervision) in accordance with our formal procedures. The donor will be asked to signify acceptance of the terms of deposit by signing the Interim Receipt when handing over the records.
4. Upon completion of cataloguing a 'Donor's Receipt' with a list of the catalogue entries for the donated records will be issued, identifying specifically those items to which the terms in this statement apply.
5. Donated records are deemed to be personal property delivered and transferred absolutely. Upon signature of the Interim Receipt by the Donor in the case of gift or after the death of the testator in the case of gift by bequest outright possession and ownership becomes vested in the Council forever.
6. Donation to the Council takes effect with the implicit warranty of the donor as to their entitlement to deliver and transfer possession and ownership where written evidence, certification or other documentation proving possession and ownership is not attached to the Donor's Receipt.
7. Donated records on physical media are stored by the service in secure and environmentally controlled conditions considered acceptable for storage of the Council's own archives and intended to secure and ensure their long term preservation. That storage includes a commitment to take all reasonable precautions to preserve the records from physical damage, loss, theft, and illegal access.
8. Donated digital records are stored by the service in accordance with its digital preservation strategy, to ensure their continued security and accessibility.
9. Subject to exceptions in sections 12 and 13, the records will be made available to the public for research purposes free of charge under professional supervision by the service during its advertised opening hours in accordance with its Searchroom Code of Conduct.
10. 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.
11. Where the donor is the copyright owner, the Council reserves the right to make and use copies of the donated 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. Assignment or transfer of copyright to the service by the copyright owner may take place at the time of the deposit or by subsequent agreement or bequest.
12. Data Controller responsibilities as defined in the Data Protection Act (1998) will transfer to the service with ownership. However, at the request of the donor and with the agreement of the Council prior to transfer, data controller responsibilities may be shared between the service and the donor. The service processes all records in its custody in accordance with Data Protection legislation.
13. Specific, time-limited access restrictions on part or all of the donated records can be made. This will be recorded on the Donor's Interim Receipt (or any continuation sheet referred to on the same). Furthermore the Council will at its discretion impose access restrictions and closure periods on items of a confidential or sensitive nature identified during cataloguing which do not fall within the normal scope of the Data Protection Act.
14. Records donated to the service will be subject to requests made under the Freedom of Information Act (2000) and the Environmental Information Regulations (2004).
15. The Council maintains a confidential index of donors recording names and addresses for the purposes of administering donations. While we make every effort to ensure our details are up to date, donors have responsibility for ensuring that the service is kept updated with any change in details.