

Terms of agreement for the deposit of records

Deposit

1. In these terms of agreement the word *Depositor* means either any person or Body Corporate placing documents on deposit, or their lawful heir, personal representative or successor in title, as the context demands, and the word *Service* means the Tyne and Wear Archives Service administered by the Tyne and Wear Archives Joint Committee in respect of which the Holding Authority is the Borough Council of Gateshead including, as the context requires, any officer, employee, servant or agent of the Tyne and Wear Archives Service, or its successor authority.
2. By the term *deposit* it is understood that the party named overleaf as the Depositor has placed the records listed in the attached schedule in the custody of the Service, but that this in no way alters or otherwise affects the ownership of the records. While the period of deposit is unspecified, the records should remain in the custody of the Service for a period sufficient to justify the Service's expenditure on cataloguing and conserving them. This would normally be for a minimum of twenty years.
3. Documents may be reclaimed by the Depositor on the terms specified in paragraph 6 below.
4. The Service reserves the right to return to the Depositor any records deemed to be of no interest, or with the consent of the Depositor to transfer them to a more appropriate place of deposit, or to destroy them.
5. Any changes in the name or address of the Owner or Depositor of the records shall be notified to the Chief Archivist. The Service will not accept responsibility for any consequences which may arise from the failure to notify such changes and any notification or other material to be sent by the Service to the Depositor shall be sufficiently served if sent (and will be sent) to the name and address last advised to the Service by the Depositor.

Preservation

1. The records will be stored in the Service's accommodation in conditions not less favourable than those considered acceptable for the storage of the records of any constituent member of the Archives Joint Committee.
2. The Service will take all 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 of theft of them during the deposit period or for any consequential loss or expense whatsoever and howsoever caused to the Depositor.

Conservation

The Service will be entitled in its absolute discretion to take any of the following actions in respect of the deposited records.

1. To photograph, microfilm or copy them: the ownership of and copyright in all such copies to be vested in the Service and the Depositor hereby agrees to execute on request any formal assignment which may be necessary to give effect to such vesting.
2. To stamp and number them with a finding reference for their identification and safekeeping.
3. To carry out such work in regard to the conservation of the documents as may from time to time be considered necessary by the Chief Archivist.
4. To withhold public access to the documents if in a fragile condition until all necessary conservation work on them has been completed.

Cataloguing

The records will be catalogued as part of the Service's prioritised programme for cataloguing all collections in its custody, and in accordance with the Service's current practice. A copy of the catalogue will be provided free of charge to the depositor, and to such other persons as the Chief Archivist deems appropriate. Ownership of and copyright in all such catalogues and other finding aids shall vest in the Service.

Access

1. Records will be made available to the public for purposes of research free of charge at the Archives Service during its advertised opening hours and subject to compliance with the Search room rules. [Any exemptions to be mentioned in this clause]
2. Having regard to the provisions of the Copyright Designs and Patents Act 1988 or any statutory modification or re-enactment thereof Act for the time being in force, single copies of records may, at the discretion of the Chief Archivist, be supplied to members of the public on payment of an appropriate charge, for use only in private study. No further reproduction of such copies shall be allowed without copyright holders consent.

3. The depositor agrees that, while records are deposited with the Service the Chief Archivist shall so far as the law permits be entitled to exercise all the rights and powers of the Copyright Owner in respect of the records, without prejudice to any right of the Depositor in the reversion of such rights on reclaim or return of the records (or part thereof as applicable).
4. Deposited records will not be loaned to any part except the Depositor, except for purposes of exhibition, when the Chief Archivist must be satisfied with security and display arrangements, and the exhibitor must provide satisfactory insurance cover.
5. Any request for the production of the records which the Chief Archivist 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. If a Depositor has reason to believe that the records to be placed with the Service are of a sensitive nature, or likely to figure in proceedings, the Chief Archivist must be informed of this at the time of deposit.

Withdrawals

1. Subject where applicable to payment (or arrangements for payment being agreed) of any amount which may be due from the Depositors to the Service as provided below, the Depositor may exercise the right to reclaim the deposited records at any time, after giving three calendar months notice of intention to do so. It may be possible to return small deposits in a shorter period.
2. During such period of notice the Service will be entitled to copy the records by such method as is deemed appropriate by the Chief Archivist, and to retain the copy as the property of the Service after the removal of the records. The Service will continue to make such copies available to the public, subject to the condition and limitations set out in Section 5 above, save only that publication to whole or part, will not be allowed without the consent of the Depositor, with the exception of limited quotation.
3. The Archives Service may and normally will waive charges in respect of the services provided but reserves the right to require from the Depositor a payment reflecting financial costs involved in storage, cataloguing and conservation of deposited records if in the sole opinion of the Chief Archivist insufficient public benefit has been derived to justify fully the public expenditure incurred up to the time the records are withdrawn and in consideration of the services provided the Depositor accepts and agrees that the Depositor shall be liable to make

such payment and in default thereof the Service shall have a lien on the deposited records.

4. The Depositor or any other person requiring removal of the deposited records whether temporarily or permanently must prove their entitlement to receive the records to the satisfaction of the Chief Archivist.

Gifts

Documents stated to have been received as a gift shall become the outright property of, and be preserved by Tyne and Wear Archives Service, and ownership of copyright is also deemed to have been gifted and any formal step necessary will be taken by the Depositor to give effect to this provision by assignment or otherwise as appropriate. These terms of agreement shall not be regarded to apply to such gifts.