



Balsall Heath Local History Society Archives & Collections The Old Print Works B12 9AH
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DEPOSIT/DONATION AGREEMENT

ACCESSION NUMBER:	DATE OF AGREEMENT:
FULL NAME OF DEPOSITOR/DONOR:	ADDRESS:
TEL:	E-MAIL:
DESCRIPTION OF RECORDS Including Provenance/ ownership – where possible please provide details on the following: name of creator; immediate source of acquisition or transfer; admin/biographical history of collection (e.g. place and date of origin, subsequent custodians/owners, related collections, existence of copies etc.):	
Extent:	COVERING DATES OF MATERIAL:
TYPE OF DEPOSIT: <input type="checkbox"/> DONATION <input type="checkbox"/> DEPOSIT (<i>for ongoing organisations by prior arrangement only</i>) <input type="checkbox"/> BEQUEST	
NAME OF COPYRIGHT HOLDER/S IF KNOWN:	DOES THE MATERIAL CONTAIN PERSONAL DATA ABOUT LIVING INDIVIDUALS WHICH COMES UNDER UK DATA PROTECTION LEGISLATION? <input type="checkbox"/> NO <input type="checkbox"/> YES. PROVIDE NAME OF DATA CONTROLLER: _____ <input type="checkbox"/> NOT SURE
FOR DEPOSITS ONLY - DUPLICATES AND MATERIAL DEEMED TO NOT MEET THE REPOSITORY'S COLLECTING CRITERIA: <input type="checkbox"/> PERMISSION TO DESTROY GRANTED <input type="checkbox"/> PERMISSION TO DESTROY IN CONSULTATION WITH DEPOSITOR <input type="checkbox"/> PERMISSION TO DESTROY DUPLICATES ONLY <input type="checkbox"/> PERMISSION TO TRANSFER TO ANOTHER SUITABLE REPOSITORY, IF APPROPRIATE <input type="checkbox"/> NO PERMISSION TO DESTROY OR TRANSFER, RETURN TO DEPOSITOR	



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DEPOSITOR/DONOR [delete as appropriate]: I have deposited/donated the records described above with Balsall Heath Local History Society. I certify that the above information is correct and that I have read and understood the terms of the agreement on the reverse of this form.

SIGNED _____

RECEIVING ARCHIVIST: I have received on behalf of Balsall Heath Local History Society the records described above, on the terms indicated on the reverse of this form. Archives & Collections accepts in good faith that the depositor/donor of records is the owner of them, or has the right to deposit/donate them with Archives & Collections.

SIGNED _____ PRINT NAME _____

TERMS OF AGREEMENT

INTERPRETATIONS

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

- **"Balsall Heath Local History Society"** or BHLHS which is the archives or any successor, who maintains a repository or repositories for the storage and custody of its own records and any records deposited with it.
- **"Deposit"** means the act of a Depositor placing records in the custody of BHLHS. The records become an indefinite loan, or for donations, a transfer of ownership. For a loan agreement the ownership remains with the Depositor who may withdraw them by writing to BHLHS to that effect.
- **"Depositor"** means the person, or his/her/their duly appointed agent, persons, or organisations who has placed records in the custody of BHLHS according to the terms specified in the Agreement. By signing this Agreement, the Depositor warrants that he/she/they has/have the powers to act in all matters relating to the deposited records.
- **"Donation"** means the act of the Donor giving records to BHLHS as an absolute and perpetual gift. The records will become the sole property of the BHLHS, who may take whatever action it thinks fit in respect of such records.
- **"Donor"** means the person, persons or organisation who has given records to BHLHS. By signing this Agreement, the Donor warrants that he/she/they has/have the powers to act in all matters relating to the donated records.
- **"Records"** means individual or multiple items as described in the Description of Records field on the first page this Agreement.

DEPOSIT

- It shall be possible at any time to convert a deposit into a gift (Donation) or bequest at the discretion of the Depositor.
- Records may be transferred to another recognised repository for the purposes of study at the discretion of BHLHS Archivist (or such other person as communicated to the Depositor).
- Records may be transferred to another location for the purposes of exhibition at the discretion of BHLHS Archivist.
- BHLHS may refuse to accept Records, or may return Records to the Depositor, but may not otherwise dispose of it without the Depositor's consent, unless all reasonable attempts to contact the Depositor fail.
- It is the responsibility of the Depositor to notify BHLHS of any change of address or a change in title to the records. Communications relating to deposited records may be sent to the Depositor or his/her/their duly appointed agent at his/her/their last known address from time to time. In the event of these being returned or unacknowledged and following a lapse of 12 months thereafter the liability of BHLHS to communicate with the Depositor will be deemed to have been discharged. For the avoidance of doubt, it will be the responsibility of the Depositor to notify BHLHS of any change of address or ownership, and whilst BHLHS will make reasonable efforts to contact Depositors if a decision is needed regarding their records, if BHLHS are unable to contact them, BHLHS may treat the records as if they were a Donation.
- Records are unique and irreplaceable; they are not insured by BHLHS. The Depositor should consider whether to insure deposited records at their expense.
- Any request for the production of any deposited records for legal purposes shall be referred to the Depositor.
- For a Deposit reverting to a Donation after 50 years, the Deposit will become a Donation on expiry of the Term and all rights of ownership in the records shall pass to BHLHS including any copyright or any other intellectual property rights in the records.

DONATIONS

- On receipt of a Donation all rights of ownership in the records shall pass to BHLHS including any copyright or any other intellectual property rights in the records.



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WITHDRAWALS

- BHLHS discourages withdrawal of records and will encourage the Depositor to consider using surrogates instead. However, the Depositor may temporarily withdraw small quantities of their records after giving a minimum of two months' prior notice to BHLHS and at the discretion of BHLHS Archivist, with whom a return date will be negotiated. This is necessary to notify potential users that records will be unavailable for a set period of time and to allow for surrogates to be made or supplied instead of original Records, should this be necessary. The Depositor will be required to produce sufficient identification when visiting BHLHS and when withdrawing records on deposit.
- BHLHS may charge for the provision of surrogates
- The Depositor is asked to make proper provision for the security of the records during the period of withdrawal. If the records are to be put on display, BHLHS will advise the Depositor on the suitability of the Depositor's proposed arrangements for the security and physical keeping of the records.
- Should temporary withdrawals exceed ten instances per year a charge will be made in line with the current charging policy at time of withdrawal. BHLHS does not have records management capacity, and should withdrawals from collections become vexatious or repetitive, BHLHS will negotiate the return of the Records to the Depositor.
- The Depositor may permanently withdraw records at any time after giving not less than twelve calendar months' notice of his/her intention to do so or such shorter period of notice as the Head of Service, at his/her discretion, may agree in any particular case.
- In the event of Records being withdrawn permanently within 10 years of the date of deposit, the Depositor shall be liable to defray 100% of the costs of storage and any cataloguing or conservation work carried out on the documents. After 10 but before 25 years, the Depositor shall be liable to 50% of such costs. These costs will be per cubic metre of Records and reasonably reflect storage, conservation and other costs BHLHS has made in that time to care for the deposit.
- Where it is proposed to withdraw records for sale, BHLHS should be notified immediately of this intention, and given first option to purchase the collection. The depositor should allow sufficient time for BHLHS to raise funds for purchase.

LEGISLATION

- Records deposited with BHLHS are made available to the public in the research room, under supervision and subject to current legislation.
- Unpublished records containing personal data covered by the Data Protection Act 2018 and the UK General Data Protection Regulations (UK GDPR) will not be made available to the public for research without the permission of the data controller.
- By signing the agreement, the Depositor is signing data controller rights to the individual/organisation named in Section 1.
- Responsibility for granting access to personal data in records covered by the Data Protection Act 2018 and UK GDPR remains with the data controller who is specified on the form at the front of this document, and requests from the public for access to such information will be processed by BHLHS through the established procedures for dealing with such requests.
- If the Depositor chooses to remain data controller, BHLHS cannot be held liable for any decisions taken by the data controller where BHLHS established procedures for dealing with information requests have been followed.
- In accordance with the Data Protection Act 2018 and UK GDPR personal data supplied by the Depositor (as the data subject) in the process of depositing records with BHLHS will be stored and used for the purposes of administering storage, preservation, and access to the deposited records. This data will not be supplied to third parties outside BHLHS without the written agreement of the Depositor, except where this is required by law.
- The Depositor warrants to BHLHS that it has complied and (so far as it is necessary) shall continue to comply with the provisions of the Data Protection Act 2018 and UK GDPR insofar as they relate to the Records being deposited with BHLHS.
- Staff and volunteers will endeavour to draw to the attention of the owner any records of a confidential nature when preparing the receipt, and access restrictions may be fixed for such records by agreement between the Depositor and BHLHS.
- Insofar as Copyright or any other intellectual property rights in the records are vested in the depositor, depositing under any of the terms, the Depositor grants BHLHS permission to produce copies of the records at the discretion of the Archivist according to the copying policy and charging scales that are current at the time of request. Any other requests to reproduce the records, or publish substantial parts of them, will be referred to the Copyright holder where known.
- BHLHS is committed to ensuring compliance with the Freedom of Information Act 2000.
- This Agreement is made and shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the jurisdiction of the English Courts.

ACCESS

- Direct access to BHLHS records for Archival Research will be free of charge, subject to staffing, legislative and conservation considerations.
- Access will normally be granted to members of the public to all records held at BHLHS.
- Restrictions may be placed on access to records for the general public according to current legislation, but no restrictions shall be placed on access on request for the data controller or persons for whom the data controller has supplied written consent to have physical access to the records (authorised persons).
- The Depositor or authorised person/s will be required to produce sufficient identification when visiting the Archives Service to view any records in line with current BHLHS procedures.
- Specific closed periods may be negotiated with the Depositor for particular records, but no permanently closed Records will be accepted.
- Subject to the requirements of Copyright or any other intellectual rights in the records, reproduction of records may be provided on request for members of the public, for the purposes of private study only, at the discretion of BHLHS Archivist. BHLHS will not be liable for any breaches of



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copyright of records in its custody except insofar as such breaches relate to the acts of its designated officers.

- All records deposited may be used and/or copied for use in talks and exhibitions by the staff of BHLHS subject to Copyright.
- Items of public interest that are identified within deposits may be publicised through press releases, digital and hardcopy marketing and publicity literature, social media, or otherwise at the discretion of BHLHS Archivist. .

CONSERVATION

BHLHS will be entitled in its absolute discretion (taking account budgetary and resources limitations) to take any of the following actions in respect of the deposited record:

- BHLHS Subject to the provision of the Copyright Act for the time being in force, to photograph, microfilm or otherwise copy them as a conservation measure; the ownership of all such copies, negative and positive.
- To number them with a finding reference for identification and safe keeping.
- To carry out such work in regard to the conservation and/or restoration of the documents as may from time to time be considered desirable and practicable by the Head of Service. This may include sending records off-site to approved 3rd parties for conservation treatment. Records may be sent to Harwell Restoration in the event of an emergency where records are deemed to be at risk from loss.
- To withhold public access to them if in a fragile condition until all practicable and necessary conservation work on them has been completed.

FINDING AIDS

- Records transferred to BHLHS will be listed or catalogued according to current office practice. Priorities will be set at the discretion of BHLHS Archivist..
- In the preparation of lists, calendars, indexes and other finding aids the degree of such work to be undertaken shall be at the discretion of BHLHS Archivist.
- The Copyright in all such lists, calendars, indexes or other finding aids, made, commissioned or undertaken by BHLHS in respect of any records shall be vested absolutely in BHLHS which is free to publish such works.

PRESERVATION

- As far as is possible, adequate precautions are taken against damp, fire, vermin and illegal access, but under no circumstances will BHLHS be held liable should records be damaged, lost or stolen.
- All records may be reproduced for preservation, security, and exhibition purposes i.e. surrogate copies of original Records may be made to use instead of the original.
- Ownership of such surrogates shall remain vested in BHLHS at all times. All records may be marked with a finding reference for their own safety and identification.

INDEMNITY

- The Depositor further warrants to BHLHS that it shall keep BHLHS indemnified in respect of all actions, liabilities, claims, proceedings, costs, expenses and damages arising from any failure by the Depositor to comply with the Data Protection Act 2018 and UK GDPR in respect of the Records being deposited by it.
- By signing this Agreement, the Depositor warrants that he/she/they has/have the power to act in all matters relating to the deposited records and will indemnify BHLHS against any future claims by third parties.

DISPUTES

- In the event of any dispute or difference arising between the parties as to the construction or application of this Agreement or as to any other issue the parties shall take all reasonable steps to conciliate and resolve such dispute or difference whether by negotiation or any other appropriate form of dispute resolution procedure and the parties shall only have recourse to any legal or arbitration proceedings in the event of the failure of such bona fide endeavours to resolve the dispute or differences in question.
- If the parties are unable to resolve the dispute by the method above, the matter will be referred to a single arbitrator to be agreed upon between the parties hereto or failing agreement within fourteen days after either party has given to the other a written request to concur in the appointment of an Arbitrator, a person to be appointed by the President of the Institute of Arbitrators.

We are committed to safeguarding your privacy. All information collected is kept confidential, held securely, and used for the development and improvement of our services. It is not retained for longer than needed, unless there is a legal requirement. For further information, please see our Data and Privacy Policy