



**EAST RIDING OF YORKSHIRE ARCHIVES SERVICE:  
GIFT AGREEMENT**

1. This gift agreement is made between the Donor as defined in Schedule I (the Donor) and the East Riding of Yorkshire Council acting by the Treasure House and Archives Manager (the Council).

<u>Schedule I</u>	<u>The Donor</u>
Name	
Address	

2. This agreement relates to the items described or identified in Schedule II herein after called the donated items.

<u>Schedule II</u>	<u>The Donated Items</u>
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3. The Donor hereby confirms and warrants that ownership in the donated items rests in the Donor unconditionally.
4. This agreement shall be subject to the terms and conditions set out overleaf and entitled "Terms of Acceptance"

I hereby donate the scheduled items upon the terms and conditions set out above

Signed:.....

I confirm acceptance on behalf of the Council

Witnessed:.....

Signed.....

.....

(Treasure House and Archives Manager)

.....

Date: .....

Date.....

## **GIFT AGREEMENT: TERMS OF ACCEPTANCE**

### **1. General**

- 1.1 Donated items shall for all purposes be deemed to be donated absolutely to the Council and held by them to be used by the Council in their absolute discretion subject only to the terms of these conditions, the general law and any special conditions agreed in writing under the signature of the Treasure House and Archives Manager for the time being of the Council.
- 1.2 For the purpose of this agreement the Council shall act through the Treasure House and Archives Manager with respect to any consent, notice, approval, requirement or any other action of the Council referred to under this agreement or through such other officer of the Council as may from time to time be determined and all notices and communications from the Donor to the Council under this agreement shall be addressed to that Officer.
- 1.3 All donated items may be examined, inspected, exhibited, loaned or used in any way in the absolute discretion of the Council with or without charge but the Council shall not be obliged to make items available for inspection or for any other purpose save as required by law. Fragile and uncatalogued items will only be made available in the absolute discretion of the Council.
- 1.4 All donated items may be used, photographed, microfilmed, copied or published in the absolute discretion of the Council.
- 1.5 The Council shall store the donated items in such conditions as it sees fit in its absolute discretion and shall not be liable to the Donor or any person claiming through them in any circumstances for any loss or damage to the items from whatever cause howsoever arising.
- 1.6 The Council shall be at liberty to mark the records with any mark of reference.
- 1.7 The Council shall be at liberty to carry out any repair or conservation work as it shall in its absolute discretion determine and shall not be liable for any damage so caused.
- 1.8 The Council reserves the right to return items to Donors if such persons can be traced following reasonable enquiry or to dispose of the items in their absolute discretion.

### **2. Confidential Items**

- 2.1 If requested by the Donor, donated items which are confidential will only be made available for public inspection, research or other purposes with the agreement of the Donor during a period of 30 years from the date of creation of the donated item or such longer period as may be agreed by the Council.

### **3. Cataloguing**

- 3.1 Catalogues or calendars of donated items shall be prepared at the absolute discretion of the Council.
- 3.2 Catalogues or calendars of donated items prepared by the Council (if any) shall be supplied to Donors free of charge (1 copy) but otherwise shall be the property and the copyright of the Council and shall be made available to the public and others upon such terms as the Council may determine.

### **4. Meaning of Donor**

4. The Donor shall mean the person, persons or body upon whose authority items are donated to the Council. The Donor shall supply to the Council their full name and address to which all communications may be sent and shall promptly inform the Council of any change in their address and shall if requested by the Council produce to the Council any evidence certificate or other documentation which will evidence their ownership of the donated items.

**5. Data Protection Act**

- 5.1 Personal data relating to Donors is held by the Council under the terms of the Data Protection Act 2018. Personal data about Donors is maintained for the purposes of providing a record of the provenance and history of Donations. It is also used to maintain a list of accepted owners of Donations for the purposes of communication with Donors.
- 5.2 Information about how personal data is collected, used and stored is available in the Archives Service Privacy Statement available on the Council's website. Additional information about this is also available on request from the Archives Service.