



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

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

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

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

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

I hereby deposit 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.....

DEPOSIT AGREEMENT: TERMS OF ACCEPTANCE

1. General

- 1.1 The deposited items are accepted upon the following terms except as may be expressly varied in writing by the parties hereto which variation should be appended to this agreement
- 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 Depositor to the Council under this agreement shall be addressed to that Officer.
- 1.3 All deposited items may be examined, inspected, exhibited or loaned or used in any way in the absolute discretion of the Council with or without charge but the Council shall not by virtue of deposit be obliged to make items available for inspection or for any other purpose.
- 1.4 All deposited items may be used, photographed, microfilmed, copied or published in the absolute discretion of the Council and copyright in such items shall be that of the Council absolutely.
- 1.5 The Council shall store the deposited items in such conditions as it sees fit in its absolute discretion and shall, save in the case of negligence of the Council, not be liable to the Depositor in any circumstances for any loss or damage to the deposits 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, save in the case of negligence of the part of the Council.
- 1.8 The Council reserves the right to return items to Depositors if such persons can be traced following reasonable enquiry.

2. Withdrawal

- 2.1 All Depositors shall be entitled to temporarily remove deposited items for three months in any period of up to twelve months. All endeavours will be made to meet such request without delay but Depositors should whenever possible give prior warning to the Council and the Council shall not by virtue of this condition be responsible to produce any deposited item earlier than 21 days following the receipt of written notice of withdrawal.
- 2.2 Deposited items may be withdrawn from the Service for periods longer than three months in any twelve months or absolutely. The Council shall not by virtue of this condition be responsible to produce any deposited item for permanent withdrawal earlier than 60 days following the receipt of written notice of withdrawal. Upon permanent withdrawal the Depositor shall be liable to the Council for the reasonable costs and charges being the costs and charges currently in force at the time of withdrawal and actually incurred by the Council in respect of the cost of cataloguing or producing a calendar of the deposited items, the cost of all conservation work carried out in connection with the deposited items, and a charge in respect of the costs of storage.

3. Confidential Items

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

4. Cataloguing

- 4.1 Catalogues or calendars of deposited items shall be prepared at the absolute discretion of the Council.
- 4.2 Catalogues or calendars of deposited items prepared by the Council (if any) shall be supplied to Depositors 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.

5. Insurance

- 5.1 If the Depositor wishes the items on deposit to be insured against any risks whatsoever the Depositor shall be responsible to take out such insurance and shall be responsible to discharge the costs thereof. In such circumstances while the items are deposited the Council's interest should be noted on the policy.

6. Depositor or Persons Claiming through the Depositor

- 6.1 For the purpose of this agreement the Depositor shall mean the person, persons or body upon whose authority records are deposited with the Council, or other person claiming to be the owner of the deposited items or the authorised agent of the owner. The Depositor 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 establish their ownership of the deposited items.
- 6.2 The Council shall not be obliged to recognise persons claiming to be the Depositor except where satisfactory evidence of such title or the validity of such claim has been shown to the satisfaction of the Council's legal officers or such other solicitor instructed by the Council. Such persons claiming by virtue of acquisition of ownership from the original Depositor should inform the Council promptly of their acquisition of such title whereupon the Council shall when satisfied as aforesaid amend the list of Depositors accordingly.
- 6.3 Where for any purpose arising under these terms of acceptance or otherwise the Council wish to contact the depositor in connection with any deposited item it shall be sufficient for the Council to write to the Depositor for the time being recognised by the Council.
- 6.4 In the event of the Council being unable to contact the Depositor despite reasonable enquiry then in relation to all matters where the consent or agreement of the Depositor is required the Depositor shall be deemed to have given such consent or agreement and in the event of the Council wishing to terminate its retention of any deposited item the Council shall be at liberty to dispose of the deposited items as it sees fit including destruction in appropriate cases in accordance with the provisions of the Local Government (Miscellaneous Provisions) Act 1982 section 41.

7. Data Protection Act

- 7.1 Personal data relating to Depositors is held by the Council under the terms of the Data Protection Act 2018. Personal data about Depositors is maintained for the purposes of providing a record of the provenance and history of Deposits. It is also used to maintain a list of accepted owners of Deposits for the purposes of communication with Depositors.
- 7.2 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.