

Tameside Local Studies and Archives Centre Archive, Book and Photograph Deposit Agreement		
<b>Depositor</b>		
Name		
Address		
Telephone		Email
<b>Details of Deposit</b>		
<b>Please tick:</b> <input type="checkbox"/> Archive <input type="checkbox"/> Book <input type="checkbox"/> Photographs		
Title		
Description		
Dates		
Quantity		
Provenance		
Restriction and Copyright		
Condition		
<b>Details of Deposit Agreement</b>		
As the Owner / Depositor acting on behalf of the Owner, I certify that the above information is correct and that I have read and understood the depositor agreement. I agree to:		
<input type="checkbox"/>	Gift: including ownership of the above item(s), along with their copyright, to Tameside Local Studies and Archives	
<input type="checkbox"/>	Deposit: a loan of 25 years to Tameside Local Studies and Archives, the term of the loan to be reviewed on _____.	
Signature (Depositor)		
Name		Date
Signature (Recipient)		
Name		Date
Office use only: Acc no: Archives Ref no:	Notes	
The information on this form will be processed by Tameside Local Studies and Archives in accordance with the Data Protection Act 1998. Your personal data will only be used for the internal management of the archive collections and will remain confidential.		

**Tameside Local Studies and Archives Centre**

Tameside Central Library, Old Street, Ashton-under-Lyne, Tameside, OL6 7SG

Telephone 0161 342 4242 Fax 0161 342 4245 email archives@tameside.gov.uk

# **AGREEMENT TO DEPOSIT RECORDS WITH TAMESIDE LOCAL STUDIES & ARCHIVES CENTRE**

## **Statutory Powers**

Tameside Local Studies and Archives (TLSA) holds the official archives of Tameside Metropolitan Borough and its predecessor authorities. In this agreement, TSLA acts on behalf of its parent organisation, Tameside Metropolitan Borough Council (TMBC).

Under the provision of the Local Government (Records) Act 1962, TLSA holds local public and private records of historical interest, and makes them accessible to the public. To this end the Council accepts deposits of such records with the Archive Service by gift or loan, on the understanding that it is the firm intention of the Depositor that the loan shall be permanent and in any case for a term of not less than 25 years.

Where records are deposited on loan, the depositor is obliged to inform TLSA of any change of address and if possible, to whom ownership of the records should pass after his/her lifetime. The Depositor should address all correspondence to the Archivist, Tameside Local Studies & Archives Centre, Central Library, Old Street, ASHTON-UNDER-LYNE, OL6 7SG.

## **Terms of Deposit**

The terms of deposit are intended to secure the safe preservation of the records and to protect the interests of the Owner whilst allow public access for research.

The Depositor confirms that it is the sole absolute owner of the records described.

Definitions of terms of deposit:

Gift: ownership and copyright of the item(s) deposited passes to TMBC

Deposit / Loan: This agreement shall remain in force for the loan period of 25 years, which is the period normally considered to justify the cost to TMBC of processing, cataloguing and conserving the records, or such other period as may be mutually agreed. The dates of commencement and termination of the agreement shall be as stated in the accessions form provided, nevertheless that this period may be extended by exchange of letter at any time.

In so far as the records are affected by the provisions of any enactment or other legal requirement during the period of the loan, each party undertakes to do anything which may reasonably be required by the other party to enable it to comply with such provisions or requirement. In cases where the Data Protection Act 1998, or any other similar legislation currently in force applies, the Council shall be deemed to be the data controller while this agreement remains in force.

The Depositor will be issued with a receipt for the records. The Council may compile a detailed list of the records, a copy of which will be supplied to the Depositor. The Council will own the copyright on this list.

Upon receipt of the records from the Depositor, the Council may return, or, with the permission of the Depositor, transfer or destroy any records which it does not consider it appropriate to return.

## **Care of Records**

The records will be held at the Tameside Local Studies & Archives Centre at the address at the foot of this page.

The records will be stored in conditions broadly conforming to BS5454.

The Council will take all reasonable precautions to prevent damage, loss or destruction of the records, but shall not be liable if these nevertheless occur, otherwise than through the negligence of the Council

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or its employees. The Council may at its discretion insure the records, but it shall not be obliged to do so. If the Depositor wished the records to be further insured, it will make provision for this at its own expense. The Depositor will notify the Council of any such provision, and will note the Council's interest on the policy.

If the Council considers that the condition of the records is such as to require conservation treatment, it will notify the Depositor of this. The Council may carry out such treatment unless the Depositor replies within 21 days of receipt of the notification stating that it does not wish the work to proceed.

TMBC may, at its discretion, mark the records for the purposes of identification or security.

## **Removal of Records**

Unless agreed to the contrary, the Depositor shall at its own cost deliver the records to Tameside Local Studies and Archives Centre at the commencement of this agreement, and shall collect the records from the Centre at the termination of this agreement. Such delivery and collection will be at a mutually agreed time within 21 days of such commencement or termination as appropriate. Once delivered the records shall remain in the custody of the Council until collected by the Depositor, except in the following circumstances:

- i) The Council may temporarily transfer them for a period of not exceeding 3 months in any 12 to another archive service, conservation workshop, or other institution offering a comparable level of security to Tameside Local Studies & Archive Centre.
- ii) It is the firm intention of both parties that this agreement should run for its full term, in order to ensure the preservation of the records, and to justify the Council's expenditure in processing, cataloguing, conservation, storing and providing public access to them. Nevertheless, due to unforeseen circumstances, either party may terminate this agreement in relation to all or part of the records before the date stated in the deposit agreement, upon giving the other party at least three months written notice of its intention to do so under the following conditions:

if the Council gives notice to terminate the agreement, it shall deliver the records at its own cost to the Depositor at the last notified address, or other such place as may be mutually agreed.

if the Depositor gives notice to terminate the agreement, it shall pay the Council a sum sufficient to meet any costs reasonably incurred in carrying out this agreement, including those for processing, cataloguing and conserving the records, together with the costs of storing them, calculated on the basis of the originally agreed term of the agreement. Such costs may be subject to any agreed sum noted in the agreement. The Council may waive all or part of such costs where it is satisfied that withdrawal of the records is necessary to safeguard the vital interests of the Depositor. The Depositor will then at its own cost collect the records from the Tameside Local Studies & Archives Centre and will provide the Council with a receipt for the records withdrawn.

## **Access to Records**

The Council will make the records available for inspection by the Depositor and its agents during normal office hours upon reasonable notice.

The Council will make the records available to the public for inspection, research and exhibition and other purposes at the premises of the archives service during normal advertised opening hours and in accordance with any regulation currently in force, except where:

- i) in the opinion of the Archivist, the records are insufficiently catalogued, or in too fragile a state to be made available safely

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- ii) the Council is unable to do so, due to circumstances beyond its control
- iii) the records, or any part of them are subject to reasonable restrictions on public access, mutually agreed in advance by the Depositor and the Council, and recorded in the agreement
- iv) in specific instances, the archivist has reason to believe that the records are being consulted for purposes of legal enquiry or action.

In the last two cases, where the Council receives a request for access, it will grant such access only with the specific written permission of the Depositor.

## **Reproduction and Copyright**

In so far as copyright or other intellectual property rights in the records are vested on the Depositor, the Depositor grants the Council permission to produce copies of the records at the discretion of the Archivist in the following circumstances:

- i) for the Council for purposes of security, and in substitution for the originals for purposes of research, education, exhibition and publicity, such copies to remain in the ownership of the Council
- ii) for members of the public, for purpose of personal research only
- iii) for the Depositor.

Any other requests to reproduce the records, or publish substantial extracts from them, will be referred to the Depositor, unless agreed otherwise in the agreement.

The Council may charge for the provision of such copies in accordance with its advertised scale of charges, except that the Council will waive charges for any copies supplied to the Depositor in lieu of temporary withdrawals.

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