

## Gloucestershire Archives @ the Heritage Hub

### Terms of Deposit of Records

#### Statutory Powers

Gloucestershire Archives is the only public archives service provided for Gloucestershire and South Gloucestershire under the Local Government Act, 1972 and the Local Government (Records) Act, 1962. We hold official and public archives of Gloucestershire County Council, South Gloucestershire Council and other local authorities. We are the appointed Place of Deposit for Public Records by the Lord Chancellor under s.4(1) of the Public Records Act, 1958. Under the Constitutional Reform and Governance Act, 2010, transfers of Public Records to approved places of deposit are to be made once the records are 20 years old.

As an accredited archive service approved by The National Archives, we are also recognised as the place of deposit for manorial and tithe records.

In addition, we are nominated by the Bishop of Gloucester as the Diocesan Record Office for the diocese of Gloucester and its parishes.

Under the Local Government (Records) Act, 1962 we may accept privately owned records by way of gift, purchase or, in cases where the owner wishes to retain ultimate ownership, long-term loan ('deposit'). We hold deposited records for the benefit of the public subject to the conditions below.

Under the terms of the Data Protection Act, 2018, we may permanently retain personal and special categories of personal data for the purposes of archiving in the public interest.

#### General Conditions

We aim to keep your records safe and protect your interests as the owner, while allowing public access for research; we will make you aware of and respect any concerns affecting your interests (for example, confidentiality). In order to do this we need you to tell us if your contact details change.

Only you or your authorised representatives can make a deposit with us. We will give you a receipt for the records concerned and let you know when we have completed a catalogue.

Should you transfer your deposited documents to a new owner the terms of deposit will remain the same unless they request any changes. New owners should give us their contact details.

Whilst we take all reasonable care of deposited records, we accept no legal liability for their loss or damage.

We do not make a routine charge for the long-term deposit of privately owned records but we will seek contributions from owners towards cataloguing, storage and/or conservation costs (also see section on **Removal**).

## **Care of the Records**

Your records will be looked after in our specialist facilities meeting national standards for archival storage and benefit from collections care expertise. Your records will only be made available to the public under supervision and with handling guidance. For security and identification purposes, we may mark your records with a Gloucestershire Archives reference number.

If your records are fragile or need to be repaired before they can be handled safely, we will restrict public access and may provide a copy for use in the research room as an alternative. We may make copies of some documents for security reasons.

Your deposited records are not covered by insurance, but our security is designed to prevent damage or loss by theft or accident. In the unlikely event of loss or irreparable damage we will give you a copy of the security copy if we had made one.

## **Removal**

You can temporarily remove your deposited records if you give us reasonable notice and, if asked, proof of ownership. If you make frequent temporary withdrawals we may charge you for handling them.

If you reclaim your records permanently we reserve the right to recover the cost of transport, storage, cataloguing and any conservation work undertaken, and to make a copy of them before returning them to you.

## Access to the Records

Members of the public can look at your records in our supervised research room in accordance with the access provisions of current legislation. These include a statutory right for the citizen of access to information, subject to certain exemptions and conditions (Freedom of Information Act 2000, Environmental Information Regulations, 2004, and the Data Protection Act 2018). Unless agreed with you otherwise, we will act as the data processor for your records, which means we will deal with access requests to them on your behalf.

We will give you a receipt for the records, and may restrict access to them until they have been catalogued (also see section on **Care of Records**). We will not loan your records out to anyone. In exceptional circumstances, and only with your written consent, we may temporarily transfer them to a comparable repository for research.

## Copying

We may copy your records (including digital material) for long term preservation. We also undertake and allow copying under the terms of fair dealing – where people can have one or more copies of a document for non-commercial research or private study.

Sometimes we need to arrange for copies to be made outside the Archives premises and we reserve the right to do this. If you have deposited a document from which certified copies can be made we will supply these copies when asked and inform you if necessary. We make an appropriate charge to provide any form of copy.

## Publication

Consent from the copyright owner is needed before publishing extensive extracts of records or copies of records. We require the author and publisher to seek this permission through us and to conform to copyright law.

When you deposit your collection we will ask you how you would like us to handle requests from people who wish to publish items from your collection.

When you deposit records with us we will confirm that you are happy for us to publish these in our learning and interpretative materials, subject to copyright restrictions. We will acknowledge you appropriately.

## **Exhibitions and Learning Events**

We will not loan records for exhibitions without your written consent. However, we may display them without further consent from you in exhibitions held in Gloucestershire Archives or use them in circumstances where the records remain in the custody of our staff.

## **Special Conditions**

We may accept records for deposit on special conditions differing from the general conditions outlined above.

## **Privacy statement**

We need to retain your contact details as the document owner but we will not share them with anyone else without your permission.