

DEPOSIT AGREEMENT

1. This deposit agreement is made between the Depositor as defined in Schedule I (the Depositor) AND SHROPSHIRE COUNTY COUNCIL acting by its County Archivist (the Council).

<u>SCHEDULE I</u>	<u>The Donor</u>
Name	
Address	
Post Code	
Tel. No./E.mail	
(Please note the provision of Term 15 overleaf)	

2. This agreement relates to the items described or identified in Schedule II hereinafter 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 the ownership in the deposited items rests in the Depositor unconditionally or subject to such limitations as are specified in Schedule III if any.

<u>SCHEDULE III</u>	<u>Ownership</u>
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4. This agreement shall be subject to the terms and conditions set out overleaf and entitled "Terms of Acceptance".

5. Further to condition 11 of the "Terms of Acceptance" it is hereby agreed that should the Depositor withdraw any deposited item in accordance with that condition then upon withdrawal the following charges shall become due to the Council from the Depositor and shall be enforceable as a civil debt :-

- (a) The cost of cataloguing or calendaring the deposited items calculated at the prices prevailing at the date of withdrawal.
- (b) The cost of conservation work carried out on the deposited items calculated at the prices prevailing at the date of withdrawal.
- (c) The cost of storage calculated in accordance with the charges for the time being adopted by the Council to represent the cost of storage of such items borne by the Council for the period of deposit which has elapsed since the date hereof to the date of withdrawal.

6. 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:

County Archivist

Date:

Date:

TERMS OF ACCEPTANCE

General

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.
2. For the purpose of this agreement the Council shall act through its County Archivist 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.
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
4. All copyright in any deposited item is hereby transferred to the Council so far as the Depositor is entitled so to transfer for the period of deposit.
5. 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.
6. The Council shall store the deposited items in such conditions as it sees fit in its absolute discretion and shall not be liable to the Depositor in any circumstances for any loss or damage to the deposits from whatever cause howsoever arising.
7. The Council shall be at liberty to mark the records with any mark of reference or index.
8. 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.
9. The Council reserves the right to return items to Depositors if such persons can be traced following reasonable enquiry.

Withdrawal

10. All Depositors shall be entitled to remove temporarily deposited items for three months in any period of up to twelve months. All endeavours will be made to meet such requests 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.
11. Deposited items may be withdrawn from the Service for periods longer than three months in any twelve months or absolutely but upon such withdrawal the Depositor shall be liable to the Council for the costs and charges set out in this deposit agreement being the costs and charges currently in force at the time of withdrawal 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.

Confidential Items

12. 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 by the Council.

Cataloguing

13. Catalogues or calendars of deposited items prepared by the Council (if any) shall be supplied to Depositors free of charge (2 copies) 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.

Insurance

14. 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.

Depositor or Persons Claiming through the Depositor

15. 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 as may be recognised under condition 16. 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.
16. The Council shall not be obliged to recognise persons claiming to be the Depositor as defined in condition 15 except where satisfactory evidence of such title or the validity of such claim has been shown to the satisfaction of the County Solicitor to the Council or such other solicitor or barrister 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.
17. 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 in accordance with clause 16.
18. 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 item as it sees fit including destruction in appropriate cases.