

# Agreement to deposit a collection with Wandsworth Heritage Service

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**THIS AGREEMENT** is made between

- (1) Wandsworth Heritage Service, Battersea Library, 265 Lavender Hill, London, SW11 1JB and
- (2) [name] of [address] ('the Depositor', an expression which shall include the Depositor's heirs or assignees)

## BACKGROUND

(A) The Heritage Service is willing to accept gifts and bequests of material and will also, on occasion, receive items and collections on deposit.

(B) The Depositor has indicated to the Heritage Service that they are willing to deposit their collection known as [name of collection] ('the Collection'), a brief description of which is set out in Schedule 1, in the Heritage Service, and the Heritage Service is willing to accept the deposit of the collection on the terms and conditions of this Agreement.

## DEFINITIONS

**Archives** - original records which have been selected for permanent preservation because of their continuing value

**Record** - recorded information in any form or medium, created or received and maintained, by an organisation or person in the transaction of business or the conduct of affairs

**Gift** - a permanent transfer of ownership of the records. Legal ownership and rights, both physical and intellectual, are automatically transferred to the Heritage Service

**Indefinite loan** - custody and responsibility for the records is transferred indefinitely to the Heritage Service, whilst the depositor retains legal ownership

**Temporary deposit** - custody and responsibility for the records is transferred for a fixed period to the Heritage Service, whilst the depositor retains legal ownership

**Transfer** - records are deposited in the Heritage Service by departments within the Council, by another local authority or by another Archive

**Purchase** - bought by the Heritage Service or its representatives from the owner of the records or from a reputable dealer.

**Depositor** - a person or organisation that transfers custody of archives to the

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Heritage Service. The Depositor is frequently also the owner of the records, who retains legal ownership of the records, or represents the owner(s).

## OPERATIVE TERMS

The Depositor agrees to deposit the collection in the Heritage Service.

The Depositor represents and warrants that they are the owner of all the material in the collection and is not aware of any claims or potential claims from any third party relating to the collection or any part of it.

To the extent that the Depositor owns the copyright or any other intellectual property right in any items in the collection, the Depositor agrees to assign these rights to the Heritage Service.

## OBLIGATIONS OF THE HERITAGE SERVICE

The Heritage Service agrees to store and maintain the collection in the Heritage Service, to respect the overall unity and integrity of the collection, to promote the use of the collection by visitors to the Heritage Service, and to comply with its other obligations set out in this Agreement.

On the completion of the physical transfer of the collection, the Heritage Service will issue a receipt to the Depositor.

## STORAGE AND PRESERVATION

The Heritage Service agrees that it will take all reasonable precautions to ensure the security of the collection, in line with other material owned by the Heritage Service.

For the purposes of security, further preservation, improvements in access, or as otherwise appropriate, the Heritage Service may:

- Create photographs, microfilms, and digital or other copies of items in the collection, the ownership of all such copies to remain with the Heritage Service unless otherwise specified, but subject in all cases to the rights of the owner or owners of the copyright;
- Mark items in the collection with stamps, numbers or other appropriate marks of ownership for the purposes of identification and security;
- List items in the collection in relevant inventories;
- Repair and clean items in the Collection or subject them to such other treatments as are necessary and practicable for the purposes of preservation.

The Heritage Service reserves the right to re-order and re-arrange the items in the collection for any purpose, as it thinks fit, in line with best cataloguing and

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preservation practice, while preserving the integrity and unity of the collection and associated documentation.

If in the opinion of the Heritage Officer any of the material in the collection consists of duplicates or matter which is only of ephemeral interest, the Heritage Service will return this material to the Depositor or dispose of it in accordance with the Depositor's reasonable instructions.

## LISTS AND CATALOGUES

- The Heritage Service will list or catalogue the items in the collection in accordance with current practice, and will provide a copy of each list or record free of charge in electronic format or hard copy to the Depositor.
- The Heritage Service may send copies of the lists or catalogues in electronic format to the National Register of Archives and, if appropriate, to other interested parties including relevant bodies and projects promoting access to Collection Level Descriptions. The Heritage Service may arrange for such lists or catalogues to be mounted on relevant websites and added to cooperative databases, both national and international, to which the Heritage Service contributes, and make them available to the public under the same terms as records of the Heritage Service's other holdings.
- Work done on the preparation of lists, indices, bibliographic records and finding aids in any format, including hard copy and electronic, is done at the discretion and under the direction of the Heritage Officer, and copyright in all cases is vested in the Heritage Service unless otherwise stated.

## ACCESS

Records will be made available to the public for research during the advertised opening hours of the Heritage Service and in accordance with the search room rules, and the principles and conditions of the Data Protection Act 1998 and the requirements of the Freedom of Information Act 2000. Heritage Service staff will comply with any common law or statutory provision governing public access to records. Depositors may negotiate their own conditions of access at the time of deposit.

## REPRODUCTION AND COPYRIGHT

With regard to the provisions of the current Copyright Act, copies of records may be supplied to members of the public, on payment of an appropriate charge, for use in private study. Depositors may negotiate restrictions on reproduction. If a searcher requires a copy of a record still in copyright, which is held on long-term loan, for the purpose of publication, they will be advised to seek the consent of the copyright

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owners, who may not be the owners of the records. The Council may copy records and make this copy available in the place of the original in order to further preserve the original.

## WITHDRAWAL OF RECORDS ON LONG-TERM LOAN

- Either the Depositor or the Heritage Service may terminate this Agreement by giving not less than six calendar months' notice in writing.
- The Depositor may terminate this Agreement immediately if the Heritage Service is in material breach of any of the terms of the Agreement and, in the case of a breach capable of remedy, has not remedied the breach within a period of three months of the receipt of a written notice from the Depositor specifying the breach and calling for it to be remedied.
- On the termination of this Agreement the Heritage Service will remove the Collection from the Heritage Service and return it to the Depositor or to the persons authorised by the Depositor to receive the Collection. In the event that there is no person authorised by the Depositor to receive the Collection, or if the authorised person refuses to accept it, the Heritage Service will deliver the Collection to the Depositor's heirs.
- If the Depositor terminates this Agreement in accordance, the Heritage Service reserves the right to claim from the Depositor:
  - Reimbursement of any transport or insurance costs incurred in respect of the Collection during the period of deposit at the Heritage Service
  - Cost of staff time spent on the cataloguing, conservation, and promotion of the Collection
  - Cost of storage for the duration of the period of deposit at the Heritage Service.

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Depositor

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Date

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On behalf of Wandsworth Heritage Service

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Date