

Terms of Agreement, October 2025

1 Deposit

- 1.1 In these terms of agreement the word “Depositor” means either any person, organisation or Body Corporate placing documents on deposit or their lawful heir, personal representative or successor in title. “Record Office” means the Derbyshire Record Office administered by Derbyshire County Council including any officer, employee, servant or agent of The Record Office. The word “Council” means Derbyshire County Council or any successor local authority obliged to preserve records. “Chief Officer” means the Council Executive Director bearing responsibility for the Record Office, normally represented by the Archives and Local Studies Manager.
- 1.2 By the term “deposit” it is understood that the Depositor has placed the records listed in the accompanying schedule in the custody of the Record Office but that this does not affect the ownership of the records or intellectual property in the records. The records should remain in the permanent custody of the Record Office for a period of at least 50 years, or such period as the Chief Officer may agree sufficient to justify the Record Office’s expenditure on surveying, managing, cataloguing, indexing, boxing and conserving them.
- 1.3 By depositing records in the Record Office, the Depositor has established a relationship with a specific record repository. To maintain the integrity of records of shared provenance, any future deposits of a similar nature should be offered to the Record Office.
- 1.4 The Chief Officer may amend these terms of agreement from time to time and will publish the updated version. The agreement shall remain in force unless revoked by the Depositor. The Depositor may revoke the agreement only under the terms of withdrawal which are set out in section 6 below.
- 1.5 In the case of receiverships and liquidations, it is recognised that the record-creating organisation has ceased to exist and that the receiver or liquidator has de facto gifted the records to the Council.
- 1.6 Where local authority schools merge, the successor school retains ownership of records previously deposited in the Record Office. In the case of permanent closure of a local authority school (including through academisation) it is recognised that the record-creating organisation has ceased to exist and that any deposited records are gifted to the Council.

- 1.7 The Record Office also accepts internal transfers from Council departments, gifts or bequests of records and Section 8 of this document refers to conditions of acceptance. Internal transfers remain the property of the Council. Gifts and bequests become the property of the Council.
- 1.8 The Record Office reserves the right to return to the Depositor any records deemed to be outside the Record Office's collecting policy or with the consent of the Depositor transfer them to a more appropriate place of deposit or to destroy them.
- 1.9 Any change of ownership or change in the name or address of the Depositor of the records shall be notified to the Chief Officer. The Council will not accept responsibility for any consequence which may rise from the failure to notify such changes. Any notification or other material to be sent by the Record Office to the Depositor shall be deemed to be served if sent to the name and address last advised to the Record Office by the Depositor and any consent required under this agreement will be deemed to have been granted by the depositor after a period of 28 days from the date of posting.

2 Preservation

- 2.1 The records will be stored in the Record Office's accommodation.
- 2.2 The Record Office will take all reasonable precautions to preserve the records from damage, loss or theft, but shall not be liable to the Depositor for any damage to or theft of them during the deposit period or for any consequential loss or expense whatsoever and howsoever caused to the Depositor.

3 Conservation

The Record Office will be entitled in its absolute discretion to take any of the following actions in respect of the deposited records:

- 3.1 To photograph, microfilm, scan or copy them, the ownership of any copyright in such copies to be vested in the Council and the Depositor hereby agrees to execute on request any formal assignment which may be necessary to give effect to such vesting.
- 3.2 To stamp and/or number them with a filing reference for their identification and safekeeping.
- 3.3 To carry out such work in regard to the conservation of the documents as may from time to time be considered necessary by the Chief Officer.

- 3.4 To withhold public access to documents in a fragile condition or for any other preservation reason at the absolute discretion of the Chief Officer until all necessary conservation work on them has been completed.

4 Cataloguing

- 4.1 The records will be catalogued as part of the Record Office's prioritised programme for cataloguing all collections in its custody and in accordance with the Record Office's current practice. A copy of the catalogue will be provided free of charge to the Depositor on request and to such other persons as the Chief Officer deems appropriate. Ownership of and copyright in all such catalogues and other finding aids shall vest in the Council.

5 Access

- 5.1 Subject to any statutory or common law provisions and to any restrictions agreed between the Depositor and the Record Office, records will be made available to the public for purposes of historical research free of charge at the Record Office during its advertised opening hours and subject to compliance with Search Room Regulations.
- 5.2 Single copies of records may, at the absolute discretion of the Chief Officer, be supplied to a Record Office user on payment of an appropriate charge for use in private study. The copies may be created by the Record Office or by the user. No further reproduction of such copies shall be allowed without a licence for reproduction or display of records, issued by the Record Office.
- 5.3 Whole or extensive extracts from, or transcripts of, records may not be published by any person without the consent of the Depositor. It is the responsibility of the author and the publisher to seek permission through the Chief Officer. Photographs or other images of records may not be published, reproduced or displayed by any person without the consent of the Depositor and a licence for reproduction or display of records, issued by the Record Office. The licensee shall be obliged to comply with copyright legislation including obtaining the consent of the copyright owner, where applicable. The Council may without further consent of the Depositor publish or display deposited records in original, digital or copy form in its own educational or informational publications. Such publications shall not be held to limit or infringe the copyright of the Depositor. Acknowledgement to the Depositor will be made in appropriate cases.

- 5.4 Deposit is a long-term arrangement. Deposited records will not be loaned to any party other than the Depositor, except in special circumstances for the purpose of temporary exhibition by another institution with the consent of the Depositor, when the Chief Officer must be satisfied with security and display arrangements, and the exhibitor must provide satisfactory insurance cover.

6 Withdrawals of deposited records

- 6.1 Depositors are advised to contact the Chief Officer in advance of any proposed withdrawal of deposited records.
- 6.2 The Record Office may waive charges in respect of the services provided, but reserves the right to require from the Depositor the financial costs involved in the surveying, transport, management, boxing, storage, cataloguing, indexing and conservation of deposited records, such sum to be determined by the Chief Officer.
- 6.3 Withdrawals of deposited records are subject to payment (or arrangements for payment being agreed) of any amount which may be due from the Depositor to the Record Office. Actual costs will be adjusted to reflect cost of living rises between the date the costs were incurred and the date of reimbursement.
- 6.4 Subject to sections 6.2 and 6.3 above, the Depositor may exercise the right to reclaim the deposited records after giving three calendar months' written notice of intention to do so to the Chief Officer. In the event of the owner intending to sell all or any of the deposited records, the Record Office shall be given the first opportunity to buy them at a price to be agreed between the owner and the Record Office, such a price to be agreed within 12 months of the notification of the intended sale.
- 6.5 During such period of notice the Record Office will be entitled to copy the records by such method as is deemed appropriate by the Chief Officer and to retain the copy as the property of the Council after the removal of the records. The Record Office will continue to make such copies available to the public subject to the conditions and limitations set out in Section 5 above.
- 6.6 The Depositor or any other person requesting removal of the deposited records whether temporarily or permanently must prove their entitlement to receive the records to the satisfaction of the Chief Officer. The Council accepts no liability for loss of or damage to records while they are withdrawn.

7 Responsibilities under Access To Information legislation

- 7.1 The Council is a public body and shall be subject to the provisions of the Freedom of Information Act 2000 in accordance with which the public have a right of access to information held by the Record Office except where such access would contravene the Data Protection Act 2018 or be otherwise exempt under any of its clauses.
- 7.2 Records containing Personal Data as defined by the Data Protection Act 2018 and the UK GDPR may be closed to the public under the Record Office's regulations. These regulations set out the exceptional conditions in which access may still be allowed, including Data Subject Access Requests, requests for information by the police, and requests for information to be used in the course of historical and statistical research.
- 7.3 Under the terms of the Data Protection Act 2018 and the UK GDPR, the Council assumes responsibility as data processor for deposited records and responsibility as data controller for records acquired by transfer, gift or bequest. Alternatives to this arrangement may be set down in a contract or information sharing agreement. The lawful basis of processing shall be the Council's Public Task under the Local Government Act 1972 to make proper arrangements for documents in its care. Where special category data are processed, the lawful basis of processing shall be Archiving in the Public Interest.

8 Transfers, gifts and bequests of records

- 8.1 Documents stated to have been received as a gift or bequest shall become the outright property of the Council. Internal transfers remain the property of the Council. Where the records are provided by the copyright owner, ownership of copyright is also deemed to have been gifted unless the copyright owner provides prior notification to the contrary.

9 Parish Records

- 9.1 Records deposited by the Parochial Church Council of an ecclesiastical parish within the Diocese of Derby will be held in the Record Office in accordance with the terms specified in these terms of agreement and in the Parochial Registers and Records Measure 1978 as amended. Nothing in these terms of agreement shall be deemed to override or countermand the terms of the Measure.

10 Conciliation

- 10.1 The National Archives will act as an independent source of conciliation advice between the parties in the event of any dispute arising over these terms of agreement.