

Cambridgeshire Archives: Terms of Acquisition

These are the standard terms on which material is accepted on behalf of Cambridgeshire County Council for the collections of Cambridgeshire Archives. Any potential donor or depositor wishing to vary them in any way should contact an archivist.

1. Introduction

1.1 Cambridgeshire Archives Service (hereinafter called CAS or the Service) looks after and accepts for preservation and use material of public and local interest that falls within its collecting policy. It accepts these at its two county record offices. It endeavours to keep material in the most appropriate repository, mindful of any statutory limitations, best storage and the needs of public access. It reserves the right to determine their location at any time in accordance with its own policies and resources.

1.2 No charge is usually levied for deposit of records identified as of historical interest. However, financial contributions towards the cost of storage, packaging, conservation and cataloguing are always very welcome and may be mutually beneficial.

2. Statutory Powers

Record Offices operated by CAS are:

2.1 Authorised repositories for official records of the county and its local authorities under the Local Government Act 1972;

2.2 Appointed by the Lord Chancellor as repositories for certain classes of locally-deposited public records (i.e. records of central government and its local agencies) under the Public Records Acts 1958 and 1967;

2.3 Approved by the Master of the Rolls for the deposit of manorial records by regulations given under the Law of Property Act 1922 and Manorial Documents Rules 1959 and for tithe records under the Tithe Act 1936;

2.4 Designated by the Bishop of Ely diocesan record offices for parish records under the Parochial Registers and Records Measure 1978 as amended by the Church of England (Miscellaneous Provisions) Measure 1992;

2.5 Empowered under the Local Government (Records) Act 1962 to acquire records by purchase, gift, bequest or deposit on loan.

3. Gifts and Bequests

3.1 Material may be given or bequeathed to CAS, the ownership of the material being thereby transferred by the donor to Cambridgeshire County Council.

3.2 Unless agreed differently at the time of transfer, material so given or bequeathed to the Service may, at its discretion, be destroyed or transferred to another repository if the material is subsequently deemed inappropriate for permanent preservation by CAS.

3.3 Unless agreed differently at the time of acquisition, all intellectual property rights that belonged to the donor shall be deemed to have been conveyed by such gift or bequest.

4. Deposit

4.1 A deposit is considered to be an indefinite loan. The ownership of material remains with the depositor.

4.2 Material is accepted in good faith that the depositor is the owner or legal custodian of the material deposited and negotiations with any third party having an interest will not be entered into without the consent or direction of the depositor.

4.3 Any change of name or address of the depositor should be notified in writing to the Service. In the event of communications relating to deposited records to

the last notified address being returned and the failure of reasonable enquiry to establish an updated address, the Service will be discharged of any liability to communicate with the depositor.

4.4 A succession in title to a deceased depositor or defunct organisation will only be recognised on production of satisfactory written evidence.

4.5 Whilst CAS will accept material without specification of a minimum loan period, the usual understanding is that they should remain in its custody for at least twenty years.

4.6 The Service reserves the right to return to the depositor or, with his or her consent, to transfer to another repository, any material that it deems is of insufficient historical interest or that does not fall within its collecting policy.

4.7 Any deposit of material may be converted into a gift or bequest at the discretion of the depositor. Please contact us if you are considering a bequest in order that we can advise on appropriate wording.

5. Preservation

5.1 CAS will use its best endeavours to ensure that historical records placed with it are protected against damp, fire, flood, vermin or other pests and illegal access, but cannot hold itself liable for records that may be damaged, lost or stolen.

5.2 Material placed with CAS may be marked for security and identification.

5.3 Material may be packaged, conserved, re-bound, or otherwise treated as is deemed necessary by CAS in the interests of its preservation.

5.4 All material placed with it may be photographed, scanned or microfilmed by the Service for security. Copyright and ownership of such photography shall be vested in Cambridgeshire County Council. In the interests of preservation users may be required to consult such surrogate copies.

6. Cataloguing and indexing

6.1 An interim receipt is usually given immediately for any archival material left with CAS. Formal acknowledgement (receipt) of material accepted into the Service's collections will usually be given within four weeks of acquisition.

6.2 Further cataloguing, indexing, and other means of enabling access (including on the internet) will be made in accordance with the Service's current practices and priorities. Copies of catalogue entries may be supplied to such persons and bodies (including to the National Register of Archives) as the Service considers appropriate.

6.3 Copyright in all catalogues and indexes will be vested in Cambridgeshire County Council.

7. Access

7.1 Material will usually be made available to members of the public at the appropriate service point free of charge during its opening hours and in accordance with the regulations in force in those reading rooms. Depositors may of course consult the records they have deposited there, subject to the same regulations.

7.2 Material may be withheld from public use until fully catalogued or until necessary conservation work has been carried out.

7.3 Records may also be withheld for a period of time in accordance with statutory provision or by agreement made at the time of deposit with the donor or depositor. Whilst the Service will use its best endeavours to comply with any such closure, it will not be liable for any damage, distress or embarrassment caused by access given accidentally.

7.4 Subject to applicable copyright law, single copies of material may be provided by CAS to members of the public for the purposes of private study.

7.5 CAS may grant permission for publication of deposited material in facsimile or extensive extract, subject only to seeking the consent of depositors where they have stipulated such a requirement at the time of deposit. Anyone intending to publish documents will be advised of their responsibility to comply with copyright law. CAS will provide such assistance as it can to identify

copyright owners (which may require contact with the donor or depositor), but it will not be liable for any breach of the law.

7.6 Subject to proper regard for security and preservation, material may be transferred to another service point or otherwise removed temporarily from its normal place of custody at the discretion of the archivist normally in charge or of the Archives Manager. Where a long-term removal or any external transfer for exhibition of any deposited records is contemplated, CAS will seek the consent of the depositor.

7.7 CAS may use deposited material for outreach and/or educational purposes.

8. Withdrawals

8.1 Material deposited on loan may be withdrawn either temporarily or permanently under the following terms:

8.2 Only the depositor, or person acting with his or her written authority, may withdraw records. In the case of an organisation, only the person who acted on its behalf at deposit, or the chairman or principal administrative officer, if different, will be deemed to have authority to withdraw records unless otherwise notified in writing.

8.3 A depositor may reclaim permanently the deposited records at any time after giving one month's notice or such longer period of notice as agreed at acquisition or required by specific statutory provision.

8.4 During the period of notice CAS will be entitled to copy the records and retain those copies as the property of Cambridgeshire County Council after the removal of the records. CAS will continue to make such copies available to the public on the same terms as the original records.

8.5 In the event of permanent removal the Council reserves a right to levy a charge to the depositor reflecting the costs of cataloguing, storage and conservation of the records and the extent to which the value has been enhanced thereby, if necessary, using the services of an arbitrator.

8.6 A depositor may reclaim material temporarily for a period not normally exceeding six months (renewable only on agreement prior to the expiry of such period) after giving five working days' notice. Withdrawal at shorter notice shall be at the discretion of the Archivist or Librarian in charge or of the Archives and Local Studies Manager.

8.7 The Service may require proof of identity of any depositor seeking to withdraw records temporarily or permanently.

9. Parish Records

9.1 In the case of records deposited by the Parochial Church Council of an ecclesiastical parish it is understood that they will be held in the appropriate diocesan record office in accordance with the Parochial Registers and Records Measure 1978 and nothing in these terms of acquisition will be deemed to override or countermand that Measure.