



**Canterbury Cathedral Archives (Dean and Chapter of Canterbury)
Terms of Agreement for the Loan ('Deposit') of Records**

1 LOAN/DEPOSIT

1.1 "Depositor" shall mean the person/institution who/which places records on loan (deposit), or his/her/its lawful heir or successor in title, and "Dean and Chapter" shall mean the Dean and Chapter of Canterbury or its successors.

1.2 The word "records" shall mean the property of the depositor placed in the custody of Canterbury Cathedral Archives under these terms of agreement and listed in the schedule below. This agreement in no way alters or otherwise affects the ownership of the records.

1.3 The Cathedral Archives reserves the right to return to the depositor any records considered to be of no historical interest.

1.4 Any change in the name or address of the owner or depositor of the records shall be notified to the Cathedral Archives. The Dean and Chapter will not accept responsibility for any consequences which may arise from the failure to do this.

2 PRESERVATION

2.1 The records will be stored in Cathedral Archives accommodation with appropriate environmental conditions and levels of security, in line with current professional standards.

2.2 The Cathedral Archives will take all reasonable precautions to preserve the records from damage, loss or theft during the deposit period.

2.3 Records stored in the Cathedral Archives buildings are insured under the insurance arranged by the Dean and Chapter. A depositor may make his/his own insurance arrangements for compensation against loss, but the Dean and Chapter shall not be liable for any such costs incurred, unless in the case of negligence.

3 CONSERVATION

Cathedral Archives staff will be entitled in absolute discretion to take any of the following actions in respect of the deposited records:

3.1 To make photographic, microfilm or other copies for public use; the ownership of the copyright in all such copies to be vested in the Cathedral Archives.

3.2 To number them with a finding reference.

3.3 To carry out such work in regard to the conservation of the documents as may from time to time be considered desirable and practicable. The Cathedral Archives may negotiate a financial contribution from the depositor towards conservation costs.

4 CATALOGUING

4.1 The records will be catalogued as part of the Cathedral Archives' cataloguing programme. The ownership of and copyright in all such lists and other finding aids shall vest in the Cathedral Archives. The Cathedral Archives may negotiate a financial contribution from the depositor towards cataloguing costs.

5 ACCESS

5.1 Subject to exemptions agreed under Section 5 (2) below, the records will be made available to the public for purposes of research at the Cathedral Archives subject to compliance with the reading room regulations

5.2 By agreement between the depositor, restrictions may be placed on public access to individual deposited records.

5.3 Access may be refused to records which have not been listed or which are in a fragile state.

6 COPYING AND PUBLICATION

6.1 The records may be copied at the discretion of Archives staff subject to copyright legislation. Income will be received by the Archives.

6.2 Unless agreed otherwise, Archives staff will have authority to grant consent to the publication of deposited records, in whole or in part, and any income will be received by the Archives.

6.3 Unless agreed otherwise, the Dean and Chapter may publish the deposited records in whole or in part in its own publications without further consent of the depositor but with due acknowledgement.

7 LECTURES AND EXHIBITIONS

7.1 Original records may be displayed without further consent of the depositor in short-term exhibitions held in premises under the control of the Dean and Chapter.

7.2 Deposited records will not be lent for exhibition without the written consent of the depositor.

8 WITHDRAWAL

8.1 The depositor may withdraw the records in whole or in part for up to three months, after giving four weeks' notice, and according to the Cathedral Archives' guidelines for loans. The Dean and Chapter will accept no responsibility for any damage caused to the records during periods of temporary withdrawal.

8.2 The depositor may reclaim the deposited records or any portion of them after giving four weeks' notice. The Depositor may be asked for a financial contribution towards the costs incurred by the Dean and Chapter in caring for and providing access to the records.

9 DATA PROTECTION ACT

9.1 The Dean and Chapter will act as Data Processor for archive material on behalf of the depositor, unless a specific request is made to the contrary. Personal data held on depositors will be held under the terms of the Data Protection Act.

10 Freedom of Information Act

10.1 Those depositors subject to the Freedom of Information (FOI) Act will remain responsible for the handling of any requests made under FOI which require access to records on loan. Archives staff may assist with handling these requests.

Signed by Depositor:

Name:

Address:

Date:

Signed on behalf of the Dean and Chapter:

Name:

Date:

Schedule of Items

DESCRIPTION	DATE	QUANTITY