

# **BISHOP'S CASTLE HERITAGE RESOURCE CENTRE (BCHRC)**

## **TERMS OF ACCEPTANCE FOR DEPOSIT AGREEMENT**

### **GENERAL**

1. The deposited items are accepted upon the following terms except as may be expressly varied by the parties hereto which variation should be appended to this agreement.
2. The BCHRC shall levy an annual charge for storage based on volume occupied. The charge relating to individual deposits to be shown on the *Deposit Agreement*, along with renewal date. The first annual payment will become due at the date of signing of the *Deposit Agreement*. The rates of charge, which shall be levied to all Depositors, shall be £20 per shelf per annum and pro rata for a part shelf, with a minimum of £10 per annum. Revised rates of charge may be applied by BCHRC after due consultation with the Depositors. Any revised charges shall apply from the anniversary of the *Deposit Agreement* next following three (3) months' written notice to the individual Depositor. Should the Depositor make an absolute withdrawal from storage between the receipt of the notice and the anniversary date, any additional storage charges resulting from Condition 12 shall be made at the pre-revision rates.
3. For the purposes of this agreement the Depositor shall have access to items deposited at all reasonable times, or by arrangement with BCHRC.
4. All deposited items may be examined for condition to safeguard all deposits at BCHRC, or inspected for the purposes of research or in an emergency, with or without charge, at the absolute discretion of the BCHRC as custodians of the deposited items.
5. Removal for exhibition or loan will be made only with the permission of the Depositor as expressed in the *Deposit Agreement*.
6. All deposited items may only be used, photographed, microfilmed, copied, broadcast or published with the agreement of the Depositor in accordance with the conditions set out in the *Deposit Agreement*.
7. The BCHRC 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 provided that it shall not by any act or omission of itself or its employees or agents have vitiated any insurances effected by the Depositor.
8. The BCHRC shall be at liberty to mark the records with any non-permanent mark of reference or index.
9. The BCHRC shall be at liberty to carry out any emergency repair or conservation work as it shall in its absolute discretion determine and, subject only to the proviso set out in paragraph 7 above, shall not be liable for any damage so caused.
10. The BCHRC reserves the right to return items to Depositors if such persons can be traced following reasonable enquiry.

### **WITHDRAWAL**

11. Depositors will be entitled temporarily to withdraw specific items from their storage area for as long as they require, by providing BCHRC with written notice, preferably not less than seven (7) days in advance. Depositors shall not be entitled to any reduction or refund of storage charges in these circumstances. Depositors will be responsible for any necessary costs incurred (e.g. stabilization) on re-entry after temporary withdrawal from BCHRC.
12. Depositors will be entitled to make an absolute withdrawal of part or all of their collections from the store by giving not less than six (6) months written notice to BCHRC. The Depositor shall be liable to refund to BCHRC (at the rates currently in force at the time of withdrawal) any costs and charges previously incurred by BCHRC in cataloguing or producing a calendar of the deposited items, and the cost of any conservation work carried out in connection with the deposited items. In the event of the six (6) months' notice expiring later than the end of the then current payment year, the Depositor shall pay the pro rata charges for storage up to the

expiry date. Should the Depositor require withdrawal without giving six (6) months notice, BCHRC may at its discretion make an additional pro rata storage charge for a further six (6) months less the period of any written notice actually given.

### **LIMITED ACCESS**

13. If requested by the Depositor, deposited items which are so identified will only be made available for public inspection, research or other purposes with the agreement of the Depositor. A Schedule of such items shall be attached to the Deposit Agreement.

### **CATALOGUING**

14. Catalogues or Calendars of deposited items prepared by BCHRC (if any) shall be supplied to depositors free of charge but otherwise shall be the property and the copyright of BCHRC and shall be made available to the public and others upon such terms as BCHRC may determine.

### **INSURANCE**

15. 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 BCHRC's interest should be noted on the policy. The depositor will notify BCHRC that insurance has been effected and will provide BCHRC with a copy of the policy.

### **DEPOSITOR OR PERSONS CLAIMING THROUGH THE DEPOSITOR**

16. For the purposes of this agreement the Depositor shall mean the person, persons or body upon whose authority items are deposited with BCHRC, 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 17. The Depositor shall supply to BCHRC their full name and address to which all communications shall be sent and shall promptly inform BCHRC of any change in their address and shall if requested by BCHRC produce to BCHRC any evidence certificate or other documentation which will establish their ownership of the deposited items.
17. BCHRC shall not be obliged to recognise persons claiming to be the Depositor as defined in condition 16 except where satisfactory evidence of such title or the validity of such claim has been shown to the satisfaction of BCHRC or a solicitor or barrister instructed by BCHRC. Such persons claiming by virtue of acquisition of ownership from the original Depositor should inform BCHRC promptly of their acquisition of such title whereupon BCHRC shall when satisfied of the aforesaid amend the list of depositors accordingly.
18. When for any purpose arising under these terms of acceptance or otherwise the BCHRC wish to contact the Depositor in connection with any deposited item it shall be sufficient for BCHRC to write to the Depositor for the time being recognised by BCHRC in accordance with condition 17.
19. In the event of BCHRC 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 BCHRC wishing to terminate its retention of any deposited item BCHRC shall be at liberty to dispose of the deposited item as it sees fit including destruction in appropriate cases.
20. In the event of any dispute arising between the parties in relation to this agreement the parties agree that such dispute will be referred for arbitration to the appropriate officer of Shropshire Museum Service whose decision they shall accept as final.