

Edge Hill University

Edge Hill University Learning Services- Archive

TERMS & CONDITIONS OF DEPOSIT

1. Deposit

- i. After due process of appraisal, the University Archive will accept deposits which fulfil the criteria for the current collection
- ii. Collections on deposit remain the property of the Depositor and his/her heirs at law.
- iii. It is the responsibility of the Depositor to ensure that the Information Resources Manager is notified of any change of address and/or change of ownership (whether by inheritance or otherwise) of the collections. The University will not accept responsibility for any consequences which may arise from the failure to notify such changes.

2. Preservation & Maintenance

- i. The collections will be stored in the University Library in conditions considered acceptable for the storage of the University's own Archives.
- ii. The University will take all reasonable precautions to preserve the collections from damage, loss or theft but shall not be liable should they be damaged, lost or stolen.
- iii. The collections will be listed or catalogued as resources allow by a member of staff or under professional supervision. Copyright in all catalogues and finding aids will remain with the University.
- iv. Deposits are accepted on the condition that any item(s) which does not meet the Archive's criteria for permanent retention, or which is a duplicate copy in the case of printed book material, may be offered back to the Depositor, or else disposed of according to Library policy.
- v. The University Library will be entitled in its absolute discretion:
 - a. to photograph, microfilm or otherwise copy items, in accordance with current copyright legislation.
 - b. to number items in pencil for identification and security.
 - c. to organise appropriate conservation treatments, including the physical repair of items, where and when considered necessary.

- d. to restrict or withhold public access to items if in a fragile condition until necessary conservation work has been carried out.

3. Access

- i. The items on deposit will be made available to the public for purposes of academic research free of charge in the Archives during their advertised opening hours.
- ii. By agreement between the Depositor and the Information Resources Manager restrictions may be placed on public access to individual deposited items.
- iii. Depositors may inspect their items in the Archives during opening hours by prior appointment.
- iv. Subject to copyright legislation copies may be provided to members of the public for the purposes of private study and research.
- v. The Information Resources Manager will give consent to the verbatim publication of deposited items in whole or in part only on condition that appropriate acknowledgement is made by the publisher to the Depositor.
- vi. Items may be exhibited by the University in original or surrogate form without further permission from the Depositor, subject to Intellectual Property Rights clearance as necessary.
- vii. Items may be removed from the University for the purposes of exhibition subject to the approval of the Information Resources Manager.
- viii. Any request for the production of the deposited records for declared use in legal proceeding shall not be granted without the consent of the Depositor, except where a court orders the production.

4. Withdrawals

- i. Deposited collection items may be temporarily removed by the Depositor for a period considered reasonable at any time subject to 10 working days' notice being given in writing.
- ii. The Depositor who wishes to remove collection items permanently must give three calendar months' notice in writing.
- iii. The University reserves the right to levy a charge to compensate it for the expense incurred in cataloguing, conservation and storage when and if a deposited collection is removed permanently.
- iv. The Depositor or any other person requiring removal of items whether temporarily or permanently must, whether as the owner or agent, prove their entitlement to receive the records to the satisfaction of the University.

- v. The University accepts no liability for loss or damage on behalf of deposited collections while they are withdrawn.

I hereby agree to the Terms and Conditions of Deposit outlined above:

Signed (Depositor) _____ Date _____

Signed (on behalf of the University) _____ Date _____