

CONDITIONS OF DEPOSIT

1. **General Conditions of Deposit**

VWML accepts as a gift or on loan materials of interest to the folk arts of England and its related cultures, for care and preservation and for the use of its members and the public.

2. **Deposit**

- i. Records on deposit remain the property of the depositor and his/her heirs at law unless strictly agreed otherwise at the point of deposit. It is the responsibility of the owner to ensure that the VWML is notified of any change of address and/or change of ownership (whether by inheritance or otherwise) of the records.
- ii. The VWML reserves the right to refuse records, to return to the depositor any records deemed not to merit permanent preservation or, with the consent of the depositor, to destroy such records.
- iii. The Librarian will discuss the terms of donation of materials with potential donors and will determine, if possible, issues such as costs of processing, access, copyright, storage, conservation, disposal and administration before such donations are received. Where possible, formal written agreements will be required to clarify such matters.
- iv. For the purposes of conservation and preservation, it is a condition of deposit that VWML be allowed to make surrogate copies of any or all materials deposited, unless otherwise agreed with the donors.

3. **Preservation**

- i. Deposited materials will be stored in conditions considered acceptable for the storage of the Society's own materials and those deposited with other archives of a similar type, i.e. BS5454(2001).
- ii. The VWML will take all reasonable precautions to preserve the records from damage, loss or theft but shall not otherwise be liable beyond this should the records be damaged, lost or stolen.

4. **Conservation**

The VWML will be entitled in its absolute discretion:-

- i. to photograph, microfilm or otherwise copy documents.
- ii. to number documents for identification and security.
- iii. to carry out conservation work when considered necessary by the librarian.

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

5. Listing

Records will be listed as part of the VWML cataloguing programme and in accordance with its current cataloguing practice. Depositors are entitled to receive a copy of the catalogue of their documents but the copyright of the catalogue remains with the EFDSS. A copy of the catalogue may be provided to other persons/bodies considered appropriate by the VWML.

6. Access

- i. The records on deposit will be made available to the members of the EFDSS and the public (in payment of a daily fee) for purposes of academic research during advertised opening hours.
- ii. By agreement between the depositor and the librarian of the EFDSS, restrictions may be placed on public access to deposited materials, particularly with regard to confidential and legal matters.
- iii. Depositors may inspect their records in VWML 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 for a non-commercial purpose.
- v. The librarian will give consent to the verbatim publication of deposited records in whole or in part only on condition that permission is granted by the depositor/copyright holder and appropriate acknowledgement is made by the publisher to the depositor.
- vi. With the consent of the depositor/copyright holder, records may be removed from VWML for purposes of exhibition subject to the librarian being satisfied that reasonable security for the records is provided.
- vii. 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.

7. Withdrawals

- i. Deposited records may be temporarily removed by the depositor for a period considered reasonable at any time subject to 5 working days notice being given in writing.
- ii. The depositor who wishes to remove records permanently must give one calendar month's notice in writing. The EFDSS reserves the right to retain surrogate copies as the property of the EFDSS. The EFDSS will continue to make such copies accessible to the public unless otherwise agreed with the donor.

- iii. The EFDSS reserves the right to levy a charge to compensate it for the expenses 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 records whether temporarily or permanently must, whether as the owner or agent, prove their entitlement to receive the records to the satisfaction of the librarian.

8. Gifts

Documents received as gifts become the outright property of the EFDSS to be preserved in VWML. The above terms of agreement do not apply to such gifts.