



Comisiwn Brenhinol  
Henebion Cymru

Royal Commission on the Ancient  
and Historical Monuments of Wales

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### ARCHIVES DEPOSIT AGREEMENT

Deposit		
Acc. No	Date	Ref
Depositor		
Name		
Address		
Postcode	Email Address	
Tel. No		
Details of Deposit		
Title		
Description		
Quantity and Condition		
Provenance		
Restrictions and Copyright		
Details of Deposit Agreement		
<p>As the Owner/Depositor acting on behalf of the Owner (delete as appropriate) I certify that the above information is correct and that I have read and understood the terms and conditions of deposit on the reverse of this form. I hereby agree to:</p> <p><input type="checkbox"/> Gift the above item(s), with the copyright, to the Crown under the authority of the Archivist at the National Monuments Record of Wales, Royal Commission on the Ancient and Historical Monuments of Wales. The item(s) are offered as absolute and unfettered gifts to be placed within the public archive and made available to the public as per the terms and conditions overleaf.</p> <p><input type="checkbox"/> Deposit the above item(s) on loan to the National Monuments Record of Wales, Royal Commission on the Ancient and Historical Monuments of Wales under the authority of the Archivist under the terms and conditions overleaf, retaining copyright but allowing the Royal Commission to licence and administer the copyright on my behalf.</p> <p><input type="checkbox"/> Deposit the above item(s) on loan with the National Monuments Record of Wales, Royal Commission on the Ancient and Historical Monuments of Wales under the authority of the Archivist, as per the terms and conditions overleaf. I wish to retain copyright and be contacted each time an enquirer wishes to use the item(s) other than for private research.</p>		
Signature (Depositor)	Name (BLOCK CAPITALS)	Date
Signature (Archivist)	Name (BLOCK CAPITALS)	Date



Croesewir gohebiaeth yn y Gymraeg a'r Saesneg | Correspondence welcomed in Welsh and English

## TERMS AND CONDITIONS OF DEPOSIT

### **General**

1. The deposited items are accepted upon the following terms except as may be expressly varied in writing by the parties hereto which variation should be appended to this agreement.
2. For the purpose of this agreement the Royal Commission on the Ancient and Historical Monuments of Wales (hereafter referred to as the RCAHMW) shall act through its Archivist with respect to any consent, notice, approval, requirement or any other action of the RCAHMW referred to under this agreement or through such other officer of the RCAHMW as may from time to time be determined and all notices and communications from the Depositor to the RCAHMW under this agreement shall be addressed to that Officer.
3. All deposited items may be examined, inspected or exhibited at the discretion of the RCAHMW with or without charge but the RCAHMW shall not by virtue of deposit be obliged to make items available for inspection or for any other purpose.
4. All copyright in any deposited item shall be retained by the Depositor where the Depositor is entitled. The Depositor may assign or gift the item and the copyright, where entitled, to the RCAHMW which agreement between the parties should be noted overleaf.
5. All deposited items may be made available or copied to third parties for the purposes of private research and study and copies of all items may be made available by RCAHMW for non-commercial purposes via the World Wide Web at the absolute discretion of the RCAHMW.
6. The RCAHMW 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 from whatever cause howsoever arising.
7. The RCAHMW shall be at liberty to mark the records with any mark of reference or index.
8. The RCAHMW shall be at liberty to carry out any repair or conservation work as it shall in its absolute discretion determine and shall not be liable for any damage so caused.
9. The RCAHMW reserves the right to return items to Depositors if such persons can be traced following reasonable enquiry.

### **Withdrawal**

10. All Depositors shall be entitled to remove temporarily deposited items for three months in any period of up to twelve months. All endeavours will be made to meet such requests without delay but Depositors should, whenever possible, give prior warning to the RCAHMW and the RCAHMW shall not by virtue of this condition be responsible to produce any deposited item earlier than 21 days following the receipt of written notice of withdrawal.
11. Deposited items may be withdrawn from the RCAHMW for periods longer than three months in any twelve months or absolutely but upon such withdrawal the Depositor shall be liable to the RCAHMW for the costs and charges accrued at the time of withdrawal in respect of the cost of cataloguing or producing a calendar of the deposited items, the cost of all conservation work carried out in connection with the deposited items and a charge in respect of the costs of storage. RCAHMW may, at its discretion, waive any or all of these costs and charges.

### **Confidential Items**

12. If requested by the Depositor, deposited items which are confidential will only be made available for public inspection, research or other purposes with the agreement of the Depositor during the period of 30 years from the date of creation of the item or such longer period as may be agreed by the RCAHMW.

### **Cataloguing**

13. Catalogues or calendars of deposited items prepared by the RCAHMW (if any) can be supplied to Depositors free of charge (2 copies) but otherwise shall be the property and the copyright of the RCAHMW and shall be made available to the public and others upon such terms as the RCAHMW may determine.

### **Insurance**

14. 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 RCAHMW's interest should be noted on the policy.

### **Depositor or Persons Claiming through the Depositor**

15. For the purpose of this agreement the Depositor shall mean the person, persons or body upon whose authority records are deposited with the RCAHMW, 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 16. The Depositor shall supply to the RCAHMW their full name and address to which all communications may be sent and shall promptly inform the RCAHMW of any change in their address and shall if requested by the RCAHMW produce to the RCAHMW any evidence certificate or other documentation which will establish their ownership of the deposited items.
16. The RCAHMW shall not be obliged to recognise persons claiming to be the Depositor as defined in condition 15 except where satisfactory evidence of such title or the validity of such claim has been shown to the satisfaction of the RCAHMW or such other solicitor or barrister instructed by the RCAHMW. Such persons claiming by virtue of acquisition of ownership from the original Depositor should inform the RCAHMW promptly of their acquisition of such title whereupon the RCAHMW shall when satisfied as aforesaid amend the list of Depositors accordingly.
17. Where for any purpose arising under these terms of acceptance or otherwise the RCAHMW wish to contact the Depositor in connection with any deposited item it shall be sufficient for the RCAHMW to write to the Depositor for the time being recognised by the RCAHMW in accordance with clause 16.
18. In the event of the RCAHMW 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 the RCAHMW wishing to terminate its retention of any deposited item the RCAHMW shall be at liberty to dispose of the deposited item as it sees fit including destruction in appropriate cases. It should be noted that destruction will only be considered when all other possibilities have been exhausted, including offering the deposited items to another appropriate repository.