

Terms of Use of the Bidford Archive

Important: User must sign acceptance of this document before access to Archive materials is granted.

Parties: The Bidford Archive is a joint undertaking between Bidford Community Library (BCL) and Bidford and District History Society (BDHS). BDHS is responsible for curating the Archive collection and ensuring no misuse of information contained therein. BCL controls and manages access to the Archive material and manages User Records. BDHS provides no warranty as to the completeness or accuracy of any Archive material held.

User, your details :

FULL NAME: _____

ADDRESS: _____

TELEPHONE NUMBER(S): _____

E-MAIL ADDRESS: _____

How your personal information may be used:

The information you provide will be used to process your request for Archive access. For more information please see our Privacy Notice available on the BDHS website and on display in BCL.

Access to Archive Material: BCL operates limited hours. User access to nominated Archive materials must be booked, at least 24 hours in advance, and conform to library opening hours. To make a booking the User is required to list the Archive files to be inspected on form "BDHS Archive Withdrawal Form". In respect of paper Archive items, a maximum seven items may be consulted during a visit. In the case of electronically stored items, the whole data archive will be available. Library staff are unable to provide guidance in the selection of Archive materials.

The "BDHS Archive Withdrawal Form" will be retained in the BCL system for 12 months. Users will receive a Privacy Statement to cover retained personal data.

Charges: Access to the Archive is free of charge. BCL may make charges for supplementary services, including photocopying and use of computer terminal.

Inspection of Archive materials. User will sit at a position nominated by BCL staff and retain Archive material there unless moving to photocopy. Users should ensure that hands are clean and free from food residue prior to touching materials. Notes must be in pencil and no ink writing tools are to be present. User is allowed to make copies of documents. If the digital archive memory stick is to be examined, User may use own computer equipment or a BCL terminal. User may copy electronic files onto their own computer, but must not modify the digital archive memory stick. When User has finished with the Archive material the material must be returned to BCL staff who will check completeness.

Archive Materials use: Users attention is drawn to the “Copyright, Designs and Patents Act 1988” which comprehensively defines extent of documentary copyright and circumstances for which archived material may be employed.

For prudence User must assume that any Archive material dated since 1950 is subject to Copyright. Photographic images and collated text falling within this time period should be reproduced only with the express permission of BDHS. Bidford Archive will accept no responsibility for User potential breach of copyright by User.

Archive material relating to anyone still potentially alive (a “Subject”) may not be used to identify that person, without that person’s express permission. The phrase potentially alive covers a period of 100 years from that person’s birth. For such Subjects, User is responsible for compliance with the Data Protection Act 2018.

No reference should be noted to pending criminal proceedings in relation to a Subject if that subject is potentially alive, see above.

If an Archive item is marked “Sensitive” then no record may be made of the identities of persons in that item.

Copies of BDHS Archive material may be shared freely with User immediate family members.

Where BDHS Archive material is to be used in any medium for public exposure (lectures, books, etc), whether or not for commercial gain, then permission in writing should be sought from BDHS “*Materials Permission for use*” Such permission will normally be granted provided User makes a suitable attribution to the source as BDHS in any published works or presentation materials. Grant of permission by BDHS does not imply that BDHS is the copyright holder of the archive material nor that it is its responsibility to investigate ownership of copyright.

Declaration:

I hereby acknowledge that I have read and understood and agree to abide by the conditions above.

Signed: _____

Date: _____