

## COLLECTION POLICY AND TERMS OF DEPOSIT

### **The Repository**

The name of the repository is the Heritage Room of La Société Sercquaise, GY10 1SA.

### **Mission**

La Société was founded in 1975 to study, preserve and enhance Sark's natural environment and cultural heritage. As part of this mission, it aims to collect and preserve material of historical significance for Sark and to provide access to it.

### **Standards**

La Société endeavours to store holdings of ongoing or permanent value in secure conditions. It is not a professionally run archive but it takes advice from the States of Guernsey Island Archives on the conservation of archival materials. Potential depositors should note that the Island Archives will also consider applications to deposit historical material of relevance to the Bailiwick, in accordance with its Collection Policy.

### **Collecting Principles**

- Records are acquired by gift and deposit from institutions and persons. La Société much prefers acquisitions by gift and will only accept deposits of obvious significance to the island.
- Records, both published and unpublished, are accepted regardless of date including documents, files, books, photographs, maps, plans and audio-visual media
- In acquiring records every effort will be made to avoid conflict and duplication.
- La Société will not acquire material relating to places outside Sark unless it has a close connection with the island.
- Items in need of significant conservation work will not normally be accepted unless their scarcity or provenance justifies the expense of conservation

### **Terms of Deposit**

Further information relating to the conditions of depositing or gifting records to La Société can be found in the 'Terms of Deposit' policy below.

### **Deaccessioning**

La Société may conduct periodic reviews of its collections. Subject to terms of deposit, any records not meeting the criteria for permanent preservation will be returned, destroyed, sold or transferred to a more suitable repository.

### **Review Period**

This policy will be reviewed by the AGM of La Société as required but at a frequency of not less than five yearly. It was last reviewed in March 2025.

## TERMS OF DEPOSIT

La Société acquires records in line with its Collection Policy:

- (i) by gift, purchase or bequest from institutions and private persons where ownership passes to La Société;
- (ii) on deposit from institutions and private persons for a specified or indefinite period, where ownership of deposited records remains with the Depositor.

This document sets out the terms and conditions of agreement for the donation or deposit of records to La Société as from 26 March 2025.

### A DONATIONS

### B LOAN DEPOSITS

### C GENERAL TERMS OF ALL DEPOSITS

#### A DONATIONS (by purchase, gift or bequest)

- 1 Records obtained by gift, purchase or bequest will become the property of La Société.
- 2 The Donor will be required to complete and sign an accession form which, together with this Terms of Deposit document, will constitute the agreement between the Donor and La Société.
- 3 Any copyright vested in the Donor/Vendor is not automatically transferred to La Société unless otherwise agreed with the Donor/Vendor.
- 4 La Société will return to the Donor any records that do not merit preservation, or, with their consent, transfer records to a more appropriate place of deposit or destroy them or sell them.

### B LOAN DEPOSITS

#### Deposit of records

- 1 Records transferred to the custody of La Société on deposit terms (indefinite or long-term loan), will normally remain the property of the Depositor. Special agreements may be necessary in the case of historic records where ownership is unclear.

- 2 In the case of an organisation ceasing to exist following deposit of their records, or upon the death of the individual depositor without traceable heirs, records will be given to La Société, saving in the case of any separate agreement or specific legal provision for their ownership.
- 3 Any copyright vested in the Depositor will remain with them unless otherwise agreed.
- 4 The Depositor will be required to complete and sign an accession form which, together with this Terms of Deposit will constitute the agreement between the Depositor and La Société.
- 5 Records transferred on deposit terms can be converted to a gift at any time, subject to written confirmation by the Depositor.
- 6 La Société makes no charge for the deposit of records.
- 7 Requests from other institutions to loan records for temporary exhibitions will if practical be referred to the Depositor for approval.
- 8 The insurance of records, except in the case of exhibition by an external institution, is the responsibility of the Depositor.

#### **Withdrawal of deposits**

- 9 La Société does not normally accept deposits except on indefinite or long-term loan, and accepts deposits on the basis that they are of public interest.
- 10 The Depositor or their representative may be required to prove entitlement to the records and show suitable authorisations before records may be withdrawn.
- 11 The Depositor will be asked to sign an agreement before withdrawing any records, which will normally be an agreement to withdraw them for specific periods and purposes.
- 12 Records relating to the public administration of the island may not normally be withdrawn unless they to be publicly available elsewhere, or unless otherwise agreed at the time of deposit.
- 13 In the case of permanent withdrawal of records, La Société may charge for reimbursement for some or all of the cost of any conservation work carried out.
- 14 Depositors are reminded of the need to provide a secure and stable environment for records while in their custody. La Société accepts no liability for loss or damage to records while they are withdrawn.

- 15 The Depositor will be responsible for removing and returning records, and any associated transportation costs.
- 16 In the case of records being withdrawn for sale, the Depositor will provide La Société with the option to purchase the records before they are offered to other parties, on the basis of an independent valuation.
- 17 Subject to any relevant legislation, La Société may make preservation copies of deposited records and retain those copies for archival purposes after withdrawal of the records.

## **C GENERAL TERMS OF ALL ACCESSIONS**

### **Storage and maintenance (preservation)**

- 1 La Société endeavours to store holdings of ongoing or permanent value in secure conditions.
- 2 La Société will take all reasonable precautions to keep the records safe from risks including damage from fire and flood, theft and unauthorised access.
- 3 Delivery boxes or containers shall be disposed of by La Société, unless the Depositor/ Donor explicitly requests their preservation or return at the time of deposit.

### **Conservation and preservation**

- 4 Damaged records may at the discretion of La Société be repaired in-house or sent off-island for treatment by a qualified conservator.
- 5 Contributions towards the costs of conservation treatment are welcome.
- 6 La Société may restrict public access to or provide surrogate copies of records considered to be too fragile, damaged or otherwise unsuitable for consultation.
- 7 Subject to relevant legislation, La Société may photograph, digitise or otherwise copy records as a conservation measure or as a record of the item's condition/ treatment. This may include migration of data in analogue or digital form to other formats for the purposes of preservation and access.

### **Cataloguing**

- 8 Records will be arranged and listed as resources allow. It may not be possible to catalogue records for some time after deposit.
- 9 The ownership and copyright in all such lists and other finding aids is vested in La Société.
- 10 Lists may be made available to the public in the Heritage Room and via electronic means.

11 Catalogue references may be written on records in pencil, for identification and security purposes.

12 Materials may be interfiled with existing collections depending on the nature of the item.

### **Access and publication**

13 Subject to any statutory restrictions, records will be made available to the public for purposes of study and research without charge.

14 By agreement with La Société and the Depositor/ Donor, reasonable restrictions may be placed on public access to records. La Société will not usually accept records subject to indefinite closure.

15 Public consultation of records will be in La Société's Heritage Room, or in some other suitable room at the discretion of the Council.

16 Records may be temporarily displayed on La Société's premises, or in other locations approved by Council, in original, digital or copy form, without the further permission of the Depositor/ Donor.

17 Records may temporarily be taken off-site, e.g. for reproduction or outreach purposes, under the supervision of a responsible member of La Société.

18 Copies of records may be supplied for the purposes of non-commercial research or private study, in accordance with the provisions of copyright legislation.

19 Where it is known that a researcher is intending to publish the results of their work, or there is a commercial aspect to the research, they will be advised that the use of records must be properly authorised and acknowledged. Researchers seeking to publish their work will as far as practical be reminded that it is their responsibility to comply with copyright and all other relevant legislation.

### **Data Protection**

20 The name and contact details of the Depositor/ Donor will be kept on file permanently for legal purposes. Such information will not be released to third parties without the permission of the Depositor/ Donor, in accordance with the provisions of data protection legislation.

21 La Société should be notified of any changes in the name and contact details of Depositors/Donors, and their heirs and successors. La Société accepts no liability for any consequences which may result from the failure to notify such changes.

22 Researchers seeking to access records that may contain information about living individuals will be informed of their responsibility to comply with data protection legislation and will be required to sign an agreement form.

### **Special conditions**

Any special conditions or variation from these terms should be agreed with the Council of La Société at the time of deposit.

## **Review period**

This policy was approved in March 2025 and will be reviewed by the AGM of La Société as required but at a frequency of not less than five yearly.

## **Definitions**

‘access’: the right, opportunity, or means of finding, using or retrieving information

‘conservation’: the restoration or stabilisation of materials through chemical or physical treatments, with the aim of preventing further deterioration and to make records available for use

‘depositor’: the individual or organisation (or heir(s)/ successor(s)) that has placed their records in the custody of La Société

‘donor’: the individual or organisation (or heir(s)/ successor(s)) that has given records to the La Société

‘preservation’: preventative management to reduce deterioration and damage, to extend the life of records

‘records’: recorded information in any format (physical and digital) including documents, books, maps, drawings, photographs, films and sound recordings