Comisiwn Brenhinol
Henebion Cymru
Royal Commission on the Ancient and Historical Monuments of Wales

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Archives Deposit Agreement

Deposit

(For staff use)
Accession number: ..... Date: .....

Depositor/Owner

Depositor

Name: Theo Speaks

Address: Dalton House, 35 Chester Street, Wrexham

Postcode: LL13 8AH

Telephone: [redacted]
Email: [redacted]

(Please let us know if your contact details change or if ownership/administration of the records passes to someone else.)

Details of gift/deposit

Title: Level 2 Photographic Record.

Description & Date of item(s):
Level 2 Historic Building Record Report,
Appendix A 387-MFB-PL-001 RevA_Site Location Plan,
Appendix B 387-MFB-PC-001_Existing Site Plan,
Appendix C 387-MFB-PC-002_Existing Ground Floor,
Appendix D 387-MFB-PC-003_Existing First Floor,

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Appendix E 387-MFB-PC-004_Existing Elevations,
Appendix F Photographic Register,
Appendix G Digital Photographic Archive.

Quantity and condition: Original digital files with no known defects or degradation

Provenance: Historic building record commissioned by the property owners and undertaken by Speaks Design Services Ltd to satisfy a planning condition associated with approved development works P/2026/0058.

Copyright details

Please name the copyright holder (if known): Speaks Design Services

Are there copying restrictions? Yes/No

If Yes please stipulate: Copyright retained by Speaks Design Services Ltd. Permission granted to RCAHMW to archive, digitise, catalogue and make available for research and educational purposes in accordance with the terms of this agreement.

*If you are the copyright holder please tick **one** of the following:*

☐ I *gift* the above item(s) and assign the copyright, to the Crown under the authority of the Archivist at the National Monuments Record of Wales, RCAHMW. 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. **(This is the preferred option).**

☐ I *gift* the above item(s) to the National Monuments Record of Wales, RCAHMW, as per the terms and conditions overleaf. I wish to be contacted to obtain my permission each time an enquirer wishes to use the item(s) other than for private research.

☐ I *gift* the above item(s) to the National Monuments Record of Wales, RCAHMW under the terms and conditions overleaf, retaining copyright but allowing the Royal Commission to licence and administer the copyright on my behalf.

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☒ I *deposit* the above item(s) on loan to the National Monuments Record of Wales, RCAHMW under the terms and conditions overleaf, retaining copyright but allowing the Royal Commission to licence and administer the copyright on my behalf.

☐ I *deposit* the above item(s) on loan to the National Monuments Record of Wales, RCAHMW, as per the terms and conditions overleaf. I wish to retain copyright and be contacted to obtain my permission each time an enquirer wishes to use the item(s) other than for private research.

☐ Please tick if the copyright holder is unknown.

Publication and copyright consents: RCAHMW has the right to digitise and publish items on the internet unless specific restrictions are included here.

As the Owner/Depositor I certify that the above information is correct and that I have read and understood the terms and conditions of deposit detailed, below, in this form.

Signature (Depositor): [redacted] Date: 12/06/2026

Name (BLOCK CAPITALS): THEODORE SPEAKS

Signature (Archivist): ..... Date: .....

Name (BLOCK CAPITALS): .....

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Data protection/GDPR

I agree to the Royal Commission on the Ancient and Historical Monuments of Wales holding the personal data supplied above for administrative purposes in accordance with the GDPR 2018.

Signature of Depositor/Donor: [redacted]

Signature of RCAHMW staff: ……

The information provided on this form will be held and processed in accordance with the GDPR 2018 and DPA.

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Terms and Conditions of Deposit

The Royal Commission collects records and other materials as per the National Monuments Record of Wales Collection Policy. We welcome enquiries from potential depositors who are interested in depositing archival material in line with this policy.

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 Royal Commission) shall act through its Archivist with respect to any consent, notice, approval, requirement or any other action of the Royal Commission referred to under this agreement or through such other officer of the Royal Commission as may from time to time be determined and all notices and communications from the Depositor to the Royal Commission 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 Royal Commission shall not by virtue of deposit be obliged to make items available for inspection or for any other purpose.
4. 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 Royal Commission for non-commercial purposes via the World Wide Web at the absolute discretion of the Royal Commission.
5. The Royal Commission 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.
6. The Royal Commission shall be at liberty to mark the records with any mark of reference or index.
7. The Royal Commission 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.
8. The Royal Commission reserves the right to return items to Depositors if such persons can be traced following reasonable enquiry.

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Types of archival deposit

9. We offer the following types of deposit:
   A. Outright gift: where ownership and copyright passes to the RCAHMW
   B. Deposit/Loan: where ownership and copyright remains with the Depositor, but where the archive collection can be accessed via the RCAHMW

The Depositor may assign or gift the item(s) and the copyright, where entitled, to the Royal Commission. Within these categories there are various options concerning how requests for permission to publish/use the deposited archives are actioned. Please select one option once you have read the following section on copyright.

Copyright

10. Copyright is complex and depositors should be aware that ownership of records does not necessarily mean ownership of the copyright in the records. Copyright may rest with the creator or their heirs for many years after the creator's death. When assigning ownership of the archive, copyright owners may legally assign their rights to the Royal Commission if they so wish. This facilitates the easier use of documents by researchers, as to quote or publish they will not have to make efforts to trace the heirs of the copyright holder who may have no knowledge or interest in the archive.
11. Records will only be copied by Royal Commission staff in compliance with current copyright legislation.
12. The Royal Commission is not liable for any abuse of copyright made by users of the copying service.
13. Persons requesting reproductions of copyright works will sign a copyright declaration form. Copyright legislation will be highlighted to those intending to make reference to or reproduce a record in a publication. It will be the responsibility of the user of the records to trace any copyright holders.
14. Permission to publish in whole or in part any deposited records will be granted by Royal Commission staff and charged for as per the Royal commission's price list and licence fees, unless the deposit agreement states otherwise. Where permission must be gained from the depositor prior to publication, Royal Commission staff will act as intermediaries. The depositor will not be individually acknowledged in publications, unless otherwise agreed.

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15. The Royal Commission reserves the right to publish in whole or in part any deposited records within Royal Commission publications, unless the deposit agreement states otherwise.
16. The normal form of citation will be used unless otherwise agreed: **From the collections of the National Monuments Record of Wales**.
17. Any copies or reproductions taken from the deposit will be undertaken in strict compliance with current UK copyright legislation.

There is a preference for copyright to be assigned where possible as part of the deposit.

Withdrawal

18. 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 Royal Commission and the Royal Commission 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.
19. Deposited items may be withdrawn from the Royal Commission for periods longer than three months in any twelve months or absolutely but upon such withdrawal the Depositor shall be liable to the Royal Commission 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. The Royal Commission may, at its discretion, waive any or all of these costs and charges.

Confidential items

20. 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 Royal Commission.

Cataloguing

21. Catalogues of deposited items prepared by the Royal Commission (if any) can be supplied

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to Depositors free of charge (2 copies) but otherwise shall be the property and the copyright of the Royal Commission and shall be made available to the public and others upon such terms as the Royal Commission may determine.

Insurance

22. 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 Royal Commission's interest should be noted on the policy.

Depositor or persons claiming through the Depositor

23. For the purpose of this agreement the Depositor shall mean the person, persons or body upon whose authority records are deposited with the Royal Commission, or other person claiming to be the owner of the deposited item(s) or the authorised agent of the owner as may be recognised under condition 24. The Depositor shall supply to the Royal Commission their full name and address to which all communications may be sent and shall promptly inform the Royal Commission of any change in their address and shall if requested by the Royal Commission produce to the Royal Commission any evidence certificate or other documentation which will establish their ownership of the deposited items.
24. The Royal Commission shall not be obliged to recognise persons claiming to be the Depositor as defined in condition 23 except where satisfactory evidence of such title or the validity of such claim has been shown to the satisfaction of the Royal Commission or such other solicitor or barrister instructed by the Royal Commission. Such persons claiming by virtue of acquisition of ownership from the original Depositor should inform the Royal Commission promptly of their acquisition of such title whereupon the Royal Commission shall when satisfied as aforesaid amend the list of Depositors accordingly.
25. Where for any purpose arising under these terms of acceptance or otherwise the Royal Commission wishes to contact the Depositor in connection with any deposited item it shall be sufficient for the Royal Commission to write to the Depositor for the time being recognised by the Royal Commission in accordance with clause 24.
26. In the event of the Royal Commission 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

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agreement and in the event of the Royal Commission wishing to terminate its retention of any deposited item the Royal Commission 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.

Mae'r ddogfen hon hefyd ar gael yn Gymraeg

Croeso i chi gysylltu â ni yn Gymraeg. Byddwn yn ymateb yn Gymraeg, ac ni fydd hynny'n arwain at oedi

You are welcome to contact us in Welsh. We will respond in Welsh, without this causing delay

Noddir gan Lywodraeth Cymru
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