

Lorton & Derwent Fells Local History Society
L&DFLHS Digital Archive of Leconfield Sources
BORROWER AGREEMENT No.Issue1-

This agreement sets out the terms and conditions under which a Borrower may hold and use a copy of the L&DFLHS Digital Archive of Leconfield Sources (the Archive). The photographic images within the Archive have been made and are supplied, with the agreement of the Leconfield Estate (the Estate), for personal research and use only.

This agreement is made between the Borrower (whose name appears at the foot of this document), and the Editor of the Archive (the Editor) on behalf of the Lorton & Derwent Fells Local History Society (the Society).

A. The Borrower agrees:

1. To identify, using the catalogue of the Archive, the folders of digital images which the Borrower wishes to study, and to send the details to the Editor.
2. To provide a UK address to which, in the form of a flash drive, the folders of digital images are to be sent, together with an email address registered to the Borrower, and to keep the Editor informed of any changes to such contact details.
3. To receive and use the flash drive that is sent on the basis that it remains the property of the Society, to keep it securely, not to lend it to other parties, and to return it to the Editor either when the purpose of the loan is complete or has ceased, or on the request of the Editor at any time.
4. Not to download or share the Archive with a third party without the consent of the Editor.
5. Not to publish, or permit any person to publish, in print or online or in any other form, any of the images or other documents provided in the folders of digital images without the express permission of the Editor on behalf of the Society, of the Estate, and of any third-party rights holder.
6. To make any application for publication to the Editor.
7. To refer to the original source document in any historical articles that the Borrower writes or in such other way in which the Borrower uses the content of the Archive.
8. Not to allege or hold as liable the Editor and/or the Society and /or the supplier of any of the Archive's content for any loss or damage suffered by the Borrower resulting from the use of the Archive or reliance on its content.
9. To pay to the Society, if requested, a charge representing the cost of the flash drive and its delivery to the Borrower, but not for the supply of the archival images themselves, which are made available free of charge.

B. The Editor agrees:

1. To keep the Borrower informed of the identity of the current Editor of the Archive and their postal and email addresses.
2. To provide the folders of digital images requested by the Borrower.
3. To provide advice and assistance on the content and use of the Archive.
4. To keep the content of the Archive up to date with the latest issue through periodic updates.
5. To use best endeavours to ensure that the content, the conditions of use of each record, and advice given is accurate.

For each borrowing

Record of Image folders supplied [*Usually a list of whole boxes required*]

Borrower [*Name, email address, postal address*]

Editor

Derek Denman, derekdenman@btinternet.com

Date