

Northern Region Film and Television Archive Access Policy

Preamble

This statement defines the Archive's policies with regard to the availability, exhibition and promotion of deposited moving image materials.

I. Access Aims and Objectives

Policy Statement

1. The NRFTA aims to make as much of its collection as possible as widely available as possible.
2. We aim to keep charges to the minimum necessary in order to cover the costs incurred in providing the service being delivered. For non-commercial users (i.e. members of the public who are not using the collection on behalf of a profit-making business), access to the collection on our premises and those of our partner organisations will always be free of charge.
3. We aim to promote access to and usage of the collection in a number of ways, including:
 - Cataloguing the films and television programmes in our collection so that users are aware of what material is available. Eventually we hope to make the catalogue available via the Internet, so that users can research the collection before visiting us.
 - Answering access-related enquiries promptly and efficiently.
 - Providing film shows, lectures and other public events at which material from our collection is screened.
 - Working with other organisations within the region (e.g. schools and community groups) as and when appropriate.
4. We will not restrict viewing access to any materials in our collection unless it is absolutely necessary for one of the reasons described in section II below. If we receive a request for access and one of these reasons may apply, we will make every reasonable attempt to resolve the problem before denying the request.

II. Availability of Materials

Policy Statement

1. The Archive aims to make all material from its holdings available to any individual or organisation for any purpose. However, there are some reasons why we may be unable to do this. These are as follows:
 - **If permission from the depositor and/or copyright owner is withheld.** When we receive films and television material for deposit, we enter into an agreement both with the owner of the film and/or videotape and (if different) the copyright owner. By law (the Copyright, Designs and Patents Act 1988 as amended 1995 and 2003), copyright (the ownership of images and sounds recorded on a film or videotape, as distinct from the physical object itself) exists in moving images for a set period of time, which in most cases is 70 years after production. We have to respect the wishes of the individual or organisation which owns that copyright. When material is deposited with us we

would normally ask the copyright owner for permission to make it available for private viewing without restriction. Most copyright owners agree to this, but not all. Therefore we can only allow access to material if the copyright owner has given permission. If he or she has not, then we have to deny the request for as long as copyright continues to exist.

- **If granting access would jeopardise preservation.** Films and videotapes are extremely fragile objects. They can be damaged by misuse, being played using worn-out or defective equipment and by chemical decomposition (which can be aggravated by storage in the wrong environmental conditions). Therefore we have to preserve materials. This is usually done by repairing the original (if necessary) and storing it in appropriate environmental conditions, and then making a copy for viewing purposes. That way the material can be seen without putting the original element at risk. However, this process takes time and costs money, and we always have a backlog of preservation work needing to be carried out. One of the ways we prioritise this work is according to access requests we have received, and therefore if you make a request to view material which has not yet been properly preserved, we would normally ask you to wait until this work has been completed.
 - **If the material involved is unsuitable for a young audience.** If you are under 18 and ask to view material which, in our judgement, would not be suitable (e.g. footage containing gratuitous violence or pornography), we may deny the request, or alternatively ask for written permission from a parent or guardian. We would not deny the request if this permission was given.
 - **If access is being requested for purposes which are, or may be, unethical or illegal.** We may deny access to any deposited material if, in our judgement, the intended use would not be faithful to the conceptualisation and character of the deposited material and/or reflect at least the same standards of quality and integrity as the deposited material, or if the intended use may directly involve or could be understood to sanction a criminal offence being committed. For example, if you wish to use footage of a political address which you then re-edit to convey a false impression of the speaker's argument, or use our material in a film or TV programme which could reasonably be understood to condone or encourage criminal activities (for example racial discrimination, motoring offences or the consumption of illegal drugs), we may deny the request. The decision to deny access on these grounds may only be taken by The Archive's director and must be communicated to the individual or organisation requesting access in writing within 10 days of the full details of the intended use being made known to The Archive. They may appeal against this decision in writing to the Chair of The Archive's Board within 10 days of receipt of the Director's decision. This appeal will then be heard at a full meeting of The Board, which will make a final decision.
 - **If we don't have the resources to fulfil your request.** If we don't have the staffing or equipment needed to fulfil your request we may have to ask that you modify it. For example, if you wish to view a very large quantity of unpreserved material (e.g. hundreds of hours) we may not be able to provide full access in the short-term.
2. Material will be made available for access on their original media formats wherever possible, except in cases where this would jeopardise preservation (see above), in which case they may be made available on an alternative format.
 3. If no restrictions are necessary as described in section 1 above, then we will aim to make material available for viewing on The Archive's premises within 10 working days of a request being received regardless of whether it is from a private individual, public sector, non-profit or commercial organisation.

Definitions

1. **'Copyright'** means any intellectual property rights which subsist in deposited material as defined by the Copyright, Designs and Patents Act (1988, amended 1995 and 2003).

III. Access Standards of Service: Private Individuals

Policy Statement

1. **Access Services Offered by The Archive.** The Archive will make all deposited material available for viewing on its premises by private individuals, except where restrictions are deemed necessary as defined in clause 2, section 1 above. In addition The Archive may, at its discretion, offer to provide copies of deposited material for use by private individuals away from its premises. If copyright subsists in the deposited material, then copies will only be made available to the viewer if the copyright owner agrees, and in such cases it is up to the viewer to obtain permission from the copyright owner.
2. **Charges.** No charge will be made for private individuals viewing material on The Archive's premises. A charge will be made for the provision of any copies for use away from The Archive's premises, which may be varied from time to time by The Board.
3. **Identification of Material.** The Archive's staff will offer all reasonable assistance to private individuals in identifying materials for viewing, including use of the database and where possible, general advice on The Archive's holdings in a particular subject area. However, The Archive may, at its discretion, decline requests for assistance from private individuals if, in its judgement, there is no valid reason for the request being made or if a request is made to view an unreasonably large volume of material.
4. **Notice Periods.** Given the unique nature of audio-visual archived materials, The Archive is unable to provide a 'drop in' service for viewing specific material, and therefore private individuals wishing to view must make an appointment. Where possible, The Archive will provide a viewing appointment within 10 working days of a request being made, although this may not be possible during times of heavy demand.

Definitions

1. **'Private Individual'** means an individual person wishing to view deposited material held by The Archive for reasons of personal interest (e.g. films in which members of his or her family appear) or who are engaged in private research.
2. **'Private Research'** means research which is not undertaken by an employee of, or someone who has been commissioned by, a for-profit business or organisation, and who is accessing the collection as part of his or her contracted or commissioned duties for that business or organisation.

IV. Access Standards of Service: Educational and Non-Profit Access

Policy Statement

1. **Access Services Offered by The Archive.** The Archive will make all deposited material available for viewing on its premises by educational users and individuals engaged in not-for-profit research, except where restrictions are deemed necessary as defined in clause 2, section 1 above. In addition The Archive may, at its discretion, offer to provide copies of deposited material for educational and research use, including public exhibition, away from its premises. If copyright subsists in the deposited material, then copies will only be made available to the viewer if the copyright owner agrees, and in such cases it is up to the user to obtain permission from the copyright owner. In the long term, The Archive intends to produce and market programmes of 'copyright cleared' material for educational use.
2. **Charges.** No charge will be made for educational and non-profit research viewing of material on The Archive's premises. A charge will be made for the provision of any copies for use away from The Archive's premises, which may be varied from time to time by a decision of The Board.

3. **Identification of Material.** The Archive's staff will offer all reasonable assistance to educational and non-profit users in identifying materials for viewing, including use of the database and where possible, general advice on The Archive's holdings in a particular subject area. However, The Archive may, at its discretion, decline such requests if, in its judgement, there is no valid reason for the request being made or if a request is made to view an unreasonably large volume of material.
4. **Notice Periods.** Given the unique nature of audio-visual archived materials, The Archive is unable to provide a 'drop in' service for viewing specific material, and therefore educational and non-profit users wishing to view must make an appointment. Where possible, The Archive will provide a viewing appointment within 10 working days of a request being made, although this may not be possible during times of heavy demand. We may be able to offer access sooner on payment of an additional charge.

Definitions

1. **'Educational User'** means an individual person who is either a registered student at a recognised institute of education (either full-time or part-time), or who is a member of the academic staff at a recognised institute of education (either full-time or part-time), and who is requesting access to The Archive's holdings for the specific purpose of delivering or receiving a recognised programme of education.
2. **'Non-Profit User'** for the purpose of this statement shall mean an individual person who is an employee and/or a member of any organisation and who is acting on behalf of or in the context of their affiliation with that organisation, but who is receiving no payment apart from his or her usual salary and additional payment to cover costs directly incurred in the course of the research, and whose affiliate organisation will derive no direct income from the results of his or her research.

V. Access Standards of Service: Commercial Access

Policy Statement

1. **Access Services Offered by The Archive.** The Archive will make all deposited material available for viewing on its premises by commercial users, except where restrictions are deemed necessary as defined in clause 2, section 1 above. In addition The Archive may, at its discretion, offer to provide copies of deposited material for commercial research viewing (as distinct from copies supplied for the purpose of incorporating the material into third-party productions; see section 5 below) away from its premises. If copyright subsists in the deposited material, then copies will only be made available to the viewer if the copyright owner agrees, and in such cases it is up to the user to obtain permission from the copyright owner.
2. **Charges for Research Viewing.** A charge may be levied at The Archive's discretion for viewing by commercial researchers on its premises, and a charge will be made for the provision of any copies for use away from The Archive's premises. In both cases the scale of charges may be varied from time to time by a decision of The Board.
3. **Identification of Material.** The Archive's staff will offer all reasonable assistance to commercial users in identifying materials for viewing, including use of the database, provision of information on copyright owners and where possible, general advice on The Archive's holdings in a particular subject area. The Archive will levy a charge for research assistance requiring more than 30 minutes of staff time, which may be varied from time to time by a decision of The Board.
4. **Notice Periods.** Under normal circumstances, The Archive is unable to provide a 'drop in' service for viewing specific material, and therefore commercial users wishing to view must usually make an appointment. Where possible, The Archive will provide a viewing appointment within 10 working days of a request being made. We do, however, realise that in some cases broadcasters or producers

may require access to deposited materials at very short notice and in such cases we will endeavour to fulfil such requests within the required deadline. The Archive may impose substantial extra charges to commercial users requiring 'emergency access' (e.g., but not limited to, covering staff expenses and the cost of access to premises which are normally closed outside office hours), and we reserve the right to require a written undertaking to meet such charges before such service is provided.

5. **Supply of film or video materials for production use.** Except where restrictions are deemed necessary as defined in clause 2, section 1 above, The Archive will make copies of deposited material available for incorporation in television and other third-party productions. Such access is subject to The Archive's standard agreement for the commercial use of archive film, which must be signed by the user before material is released. The provisions of this agreement may be varied from time to time by a decision of The Board.

Definitions

1. **'Commercial User'** means an organisation, and all individuals acting on behalf of that organisation, which will derive direct income either from the research or from exploitation of The Archive's holdings which results from that research, or an individual person who is or who is likely to receive direct payment, separate from his or her normal salary, for carrying out research using The Archive's holdings. Examples of the latter include the private author of a commissioned book or article for which he or she has or will receive payment, and a self-employed researcher working on contract for a television production company.

V. Access Standards of Service: Depositors, Copyright Owners and Element Owners

Policy Statement

1. **Access to depositors.** In addition to the access services provided as described above, The Archive will permit additional access rights to depositors as provided for in the agreement signed at the time of deposit. The Archive's policy with regard to the access provisions of deposit agreements can be found in clause 3 of the Acquisition Policy.
2. **Access to copyright owners who are not depositors.** An addition to the access services provided as described above and if copyright subsists in the deposited material, The Archive will provide any additional access rights to copyright owners who are not the depositors of material as required by the law, regardless of whether or not the copyright owner is also the legitimate owner of the original physical elements containing the deposited material.
3. **Access to the legitimate owners of deposited elements who are not depositors or copyright owners.** In addition to the access services provided as described above, The Archive will provide any additional access rights to the legitimate owners of elements that we hold, who are not the depositors of material or the copyright owners, as required by the law.

Definitions

1. **'The Law'** means the laws of England.

3rd Revision

Drafted by [Leo Enticknap](#) on 20 January 2006