

Conditions of Use

The Cottonian Research Room exists to promote the public use of The Box's collection for research purposes. Access to The Box collection through the Cottonian Research Room requires that you comply with these conditions of use.

DEFINITIONS

The following defined terms are used in these conditions:

"Cottonian Research Room" means the room within the Site described as the Cottonian Research Room.

"**Site**" means the premises known as The Box together with St Luke's Church and the surrounding land situated at 37 Tavistock Place, Plymouth, PL4 8AX

"**We**" means Arca (Plymouth) Limited (a company registered in England and Wales with registered number 12187662 whose registered office is at Ballard House, West Hoe Road, Plymouth, Devon, PL1 3BJ) trading as The Box. "**Our**" and "**us**" should be construed accordingly.

"Website" means our website at www.theboxplymouth.com and any sub-domains.

"You" means any person entering the Cottonian Research Room who has agreed to be bound by these conditions of use. "Your" should be construed accordingly.

REGULATIONS FOR ALL VISITORS TO THE BOX

All visitors to the Site (whether or not they wish to enter the Cottonian Room) are required to comply with the visitor regulations set out on the Website (see

https://www.theboxplymouth.com/terms-and-conditions), in addition to these conditions of use. By agreeing to these conditions, you also confirm that you have read and agree to be bound by such visitor regulations.

BEFORE YOU VISIT THE COTTONIAN RESEARCH ROOM

- Use our <u>online catalogue</u> to work out what you would like to see, then contact us to register for an appointment. Please note that we may need to limit your selection for reasons of practicality or safety. Also note that we have no obligation to provide you with any access to any items in the collection access is at our sole discretion. Some items may also be unavailable due to loan, conservation treatment or for other reasons.
- Access to some items in the collection is restricted because of their fragility or sensitivity, and will therefore require enhanced clearance from our Archivists or Curators. If your request includes restricted items we will contact you to discuss your requirements.
- We will be in touch with you to confirm the date and time of your appointment. We are likely
 to be very busy during our first year, so booking in good time is strongly advised. Please do
 not book travel arrangements before you've received confirmation of your appointment
 from us.
- Your appointment is for you only. <u>Please note that with regret and owing to social-distancing restrictions, group bookings and those Under 18 will not be able to use this facility at this time.</u>
- If you have require any extra support during your visit please let us know, and we will help you plan your visit. We have a Hearing Loop in the Cottonian Research Room, and there are accessible toilet facilities nearby. If you have a medical condition that we should be aware of, please let us know.



Conditions of Use

- You are required to read and abide by our <u>guidelines for handling collections</u>
- If for any reason you are not able to attend your appointment, please contact us on 01752 304774 or collections@plymouth.gov.uk as soon as you can. This helps us to prevent unnecessary handling of the collection, and frees up space for a fellow researcher.

ON THE DAY OF YOUR VISIT TO THE COTTONIAN RESEARCH ROOM

- Please put your bags, coats and any umbrellas in the free lockers provided near the Cottonian Research Room. (Key available from staff in the Research Room.)
- All items taken in and out of the Research Room may be subject to search by our team at any time.
- Please note that the Site is non-smoking (including vaping).
- We will need to see photographic proof of your identity as you check in. Please be assured that your ID will not be copied or retained by us. The following forms of ID are acceptable:
 - Passport
 - o Driving Licence
 - National ID Card
 - Armed Forces ID Card
 - Student ID Card
 - o Concessionary ID Card (such as bus pass)
- We will ask you to verify that you have read these Conditions of Use during the booking process. They will be current for three calendar years, or until such time as it is necessary to make alterations. Please see 'Data Protection' below for further information.
- You may bring the following into the room with you:
 - o Pencil (not coloured and without a rubber on the end)
 - Notepads
 - Laptop/tablet (set to silent)
 - Mobile phone (set to silent)
 - o Digital camera (with flash and shutter noise disabled)
 - o Charging cables (we have power points)
 - Proof of ID (see above)
- The following are not allowed:
 - o Pens
 - o Coloured pencils
 - Rubbers
 - o Drinks or food (of any sort)
 - o Folders
 - o Post-its
 - o Glue
 - o Correction fluid
 - o Paint
 - o Ink
 - o Scissors
 - Staplers
 - o Portable scanners
 - o Your own historical documents for comparative purposes



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- Anything else which, in our opinion, has the potential to cause damage to the collection
- You must be considerate of other researchers and keep any noise or conversation to a
 minimum. If you need to take a call, please make our team aware and they will temporarily
 remove your items whilst you leave the room.
- In an emergency our team will issue instructions which must be followed by all researchers.
- In order to help us to preserve our collection you must comply with all guidelines provided to you for handling collections at all times. Depending on the type of object, our team may give you additional instructions and/or supervision. Some items are very challenging to handle and our team may have to do this for you. If gloves are necessary, these will be supplied by us. Please note that in order to protect our collections for the future, we reserve the right to withdraw items from you if we consider that you are not following the handling guidance you have been given.
- Items will be counted out to you, and counted back in at the end of your visit. If you need to take a break during the session, you must return your items to our team whilst you are out of the room.
- If you wish to photograph items from our collection for non-commercial purposes, you will need to obtain a Private Research Photography Licence from us and this can be done on arrival. You must ensure that your actions do not breach <u>UK copyright regulations</u>. You are responsible for ensuring that the use of any data you find on living individuals within our collection complies with the <u>Data Protection Act (2018)</u>.
- Please help us to conserve our collection by not using a flash.
- Please note that any commercial publication of our images will need to be separately licensed through our Image & Film Licensing Service by emailing imageandfilm@plymouth.gov.uk
- Our staff are there to assist you, please treat them with respect. Any **inappropriate verbal or physical behaviour** towards them will result in you being asked to leave, and you may be banned from the Site if we consider it necessary to protect our staff, visitors and collections.
- CCTV is in operation.

COVID-SECURE MEASURES

- If you're feeling unwell, have a persistent cough, fever or loss of taste and smell, please stay at home and contact us on 01752 304774 or collections@plymouth.gov.uk to cancel your appointment.
- We are reducing our capacity and inside we encourage two-metre distancing where
 possible. Admission to The Box is therefore by free timed ticket only. You will be sent a
 ticket on confirmation of your booking.
- In line with current government guidance, wearing a face covering at The Box is mandatory. There will also be protective screens in place at our desk. You may also see our team wearing PPE during your visit, but don't let this stop you from approaching us with any questions you might have.
- Public lockers will not be available when we open in support of safety measures. There will be alternative storage provided within the Cottonian Research Room.
- Hand sanitisation points will be available for you to use on arrival, throughout our building, and on exit.



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- The Cottonian Research Room will be cleaned prior to every research session, all items and materials handled are quarantined for 72 hours following government guidelines.
- Two Box Laptops are available to book. We require you to bring your own headset for video and film.

AFTER YOUR VISIT

- We would be very glad to have your feedback. Please email <u>collections@plymouth.gov.uk</u> with any comments you have on our service.
- We like to know where your research leads. Please keep us updated with your articles, publications and projects by emailing <u>collections@plymouth.gov.uk</u> or tagging us @theboxplymouth.

DATA PROTECTION

We may collect personal information in connection with your use of the Cottonian Research Room. Any such information will be processed for the purpose of using the Cottonian Research Room at The Box and will only be used for that purpose. Information collected will not be shared with third parties. We will never share or use your information for marketing purposes unrelated to your use of the Cottonian Research Room at The Box.

The information being collected is being stored and processed in line with the principles of the Data Protection Act 2018. You have certain rights under the Data Protection Act and the EU General Data Protection Regulations (GDPR), which include the right to access, rectification and erasure. To enforce these rights or enquire about any other aspects of data protection, please contact:

Data Protection Officer, Plymouth City Council, Ballard House, West Hoe Road, Plymouth PL1 3BJ. Email: dataprotectionofficer@plymouth.gov.uk

Arca (Plymouth) Ltd, trading as The Box, is a subsidiary trading company of Plymouth City Council.

Plymouth City Council is registered as a data controller with the Information Commissioner's Office (registration number Z7262171). Plymouth City Council's full privacy notice can be found at:

https://www.plymouth.gov.uk/websitetermsandconditions/privacypolicy

INDEMNITY

You hereby indemnify us in relation to any loss, liability, cost or expense incurred by us as a result (direct or indirect) of your use of the Cottonian Research Room (including, without limitation, any use of any photographs taken by you and any breach of our (or any third party) intellectual property rights in any items in the collection).

LIABILITY

Other than as provided below and to the extent permitted by law:

- we will not be liable or responsible for any loss or damage (whether direct or indirect) that may result to you or a third party in connection with your visiting the Site (including the Cottonian Research Room); and
- we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity in connection with your visit to the Site.

Nothing in these conditions of use excludes or limits our liability: (i) for death or personal injury arising from our negligence; (ii) for fraud; or (iii) in any other circumstances for which our liability cannot be excluded or limited by English law.



Conditions of Use

CHANGES TO THESE CONDITIONS

We reserve the right to change these conditions of use from time to time. In the event that we do, we will ask you to agree to comply with the amended conditions. If you do not agree, we reserve the right to prohibit your entry into the Cottonian Research Room.

GOVERNING LAW

These conditions of use (and any non-contractual obligations arising in connection with them) are governed by, and shall be construed in accordance with, English law. The courts of England shall have exclusive jurisdiction in relation to any dispute or matter arising in connection with these conditions.

[ENDS]