PRAESTAT OPES SAPIENTIA

HAMPTON SCHOOL

ARCHIVES & ACQUISITIONS POLICY

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1. Introduction

Hampton School Archive ('the School' or 'the Archive') includes records and items, including media items, relating to the history of the School and its community.

Archiving activities are carried out to document and maintain the School's history, memory and legacy; support alumni engagement and the School's marketing and development function; provide curricular and extra-curricular opportunities / resources / activities for pupils; facilitate research; and preserve materials relating to the School's heritage. Through its archiving activities, the School intends to ensure the permanent preservation and usability of records of enduring value for general public interest.

The School ensures that it maintains professional archival standards and that the Archive remains relevant and accessible. Its objective is, as far as is practicable to provide a balanced and continuing record of all aspects of the School and its communities, since its foundation.

2. Terminology

i. 'Item' or 'record' refers to any single item within Hampton School Archives.
ii. 'Material' refers to a collection or series of records within Hampton School Archives.
iii. The 'Donor' is defined as the person/body who was the legal owner of an item(s) which they have gifted to Hampton School Archives.
iv. 'Open' records are items which are accessible to the public with no restrictions.
v. 'Closed' records are items within Hampton School Archive that are not accessible to the public due to legislative or statutory reasons or wishes made specifically by the donor in the Deed of Acquisition (*see Appendix 1*).
vi. 'Acquisition' is defined as an item entering the Archives collection, having been the subject of a Deed of Gift signed and agreed by both parties (Hampton School and the Donor) and with the legal ownership of the item, including the data control and intellectual property rights, being transferred to Hampton School for archiving purposes.
vii. 'Metadata' refers to the information about the item collated during the cataloguing process. Basic information consists of title, date, reference number, scope and content, creator, quantity, and language. This information will accompany digitised content online as well as being held on Hampton School Archives catalogue.

3. Collection and Acquisitions

3.1 Statement of Purpose

Hampton School Archive seeks to collect, preserve, maintain and make accessible archival and heritage material relating to Hampton School and its community.

The collections form a continuous and developing narrative, which will be added to in accordance with the collections policy, to demonstrate the significance and relevance of Hampton School in the past, present and future. The collections will be used to support the work of Hampton School by providing an inspirational, educational and heritage resource for teaching and supporting the community.

3.2 Classes of material

To fulfil its aims, the Archive preserves:

i. Documents relating to the School's foundation and history;
ii. Lists of past staff and pupils;
iii. Records of academic performance including prize lists, public examination results and notable achievements;
iv. Records of sporting activities;
v. School publications such as magazines, newsletters, yearbooks and prospectuses;

vi. Photographs, videos and records of the School, its community, its events, sports fixtures and performances;
vii. Records of clubs, societies, awards and trips;
viii. School Inspection reports;
ix. Governance, development and estate-related documents;
x. News cuttings relating to the School;
xi. Minutes of meetings of the Old Hamptonians' Society;
xii. Ephemera relating to the School and its activities;
xiii. Other official, legal and administrative records;
xiv. Other documents considered historically or culturally significant to the School community.

3.3 Accessions

The Archive is happy to receive material, along with full legal title and intellectual property rights to such material, as long as it does not duplicate existing holdings. The Archive may purchase material on occasion but will not accept loans. All potential donors must write to the Archivist in advance of sending or delivering possible material.

3.3.1 Records that will be collected

i. Subject to compliance with the aforementioned list (section 1.2), the Archive will accept the following:
   a. Records from individuals outside of the organisation;
   b. Both digital and analogue records.
ii. The School welcomes donations into the Archive as gifts, with full intellectual property rights only (*see Appendix 1*).

3.3.2 Records that will not be accepted

i. The School will not accept into its Archive:
   a. Documents relating to individuals who attended/ became associated with the School;
   b. Material with no connection to the School.

3.3.3 Constraints

i. The quantity and nature of records created across the School is so vast that the Archive is physically, and in some cases technically, unable to hold and preserve them all. When decisions are made regarding the acquisition of new records, consideration will be given to the challenges involved in storage, retrieval and preservation and, possibly, to the affordability of collections of marginal historic or research value.
ii. Exceptionally, the School may be required to make collection decisions on a case-by-case basis depending on the size of the collection.
iii. Increasingly, records are being produced digitally – whether they originate in a digital form, for instance in the case of websites or newly created computer files, or whether they are digitised, as some case papers are. Whilst the Archive is well equipped to handle digital records, the range of available digital formats is vast and continually evolving. Therefore, in some instances, the School may be either unable to preserve some of these formats or to present them for public viewing in their original form.
iv. The acquisition of digital material will be continually reviewed based on the technology and budget available, as well as the historical value of records in such formats.
v. Whilst the School strives to preserve its Archival collection, it does reserve the right to refuse records which are in an extremely poor state of repair. Records which are badly damaged present costly challenges for ongoing preservation and presentation. This includes paper records whose value is compromised by being, for example, badly torn, smudged, water-damaged or burnt.

vi. Accessibility to the record may also be an influencing factor in the selection of digital records which are either corrupt or cannot be read. The School may also be unable to accept transfers of some other material including microfiche (unless digitised) or artefacts.
vii. All prospective acquisitions into the Archive, will be assessed on a case-by-case basis.

3.3.4. Format of Archives

The format of the Archive currently comprises a vast array of mediums including paper, parchment, photographs, and electronic media, as well as physical objects and artworks. The Archive will not acquire records in any format or medium requiring special equipment for their consultation (such as microfiche) unless it has, or plans to have, the necessary equipment.

3.3.5. Methods of acquisition

Records and/ or material will be accepted into the Archive in line with the statutory and other obligations as outlined above. No records and/ or material will be acquired in contravention to any current legislation.

Records and/ or material is acquired by the following methods:

a. Records and/ or material may be accessioned into the Archive via internal transfer. This material, created by departments within the School, can be donated to the Archive in either physical or digital formats once it is no longer within its active lifecycle (outlined within the School's Records Management Policy and Records Retention Schedule).
b. Records and/ or material will be accepted as donations or as bequests resulting from approaches by owners of documents.
c. Records and/ or material will be accepted also by transfer from other repositories, if, after consultation with the owner of the records, Hampton School Archives, is deemed the more appropriate repository.
d. Records and/ or material will be accepted as the result of surveys and other pro-active campaigns to acquire additional records.
e. Purchases may also occasionally be made from reputable dealers and auctioneers, organisations or individuals who either have legal title or are acting on behalf of parties who do so, and in such cases where the records meet the criteria of this policy.

Formal acquisition and accession of all Records and/ or material will be in accordance with guidance issued by The National Archives. Principle standards including, *BS 10025:2021 Management of records* (Published: 30 Apr 2021) and ISAD(G) shall be adhered too.

3.3.6. Data Minimisation

In compliance with the principles of UK GDPR (1.5) and the Information Commissioner's Office (ICO) guidance, Hampton School proactively identifies the minimum amount of data required to fulfil the purpose of the School Archive (*see Introduction and 1.1 above).* All personal data is processed to ensure the accessioned material is adequate, relevant, but limited to what is necessary in relation to the purposes.

3.3.7. Terms of deposits/ donations

Hampton School reserves the right to require a potential depositor or donor to provide proof of legal ownership and to refuse to accept a donation or deposit if this is not supplied.

Formal acceptance by the School of any record(s) offered for deposit or as a donation to the Archive, will not come into force until the terms and conditions of deposit have been confirmed in writing by both the School and the depositor.

The School Archivist reserves the right to return to the depositor any records deemed to be of no historical interest or, with the consent of the depositor, either:

a. to transfer them to a more appropriate place of deposit; or
b. to destroy them confidentially.

No acquisitions will be attempted outside the terms of this policy.

3.4. De-accessioning

Documents owned by Hampton School Archive will not be sold.

Circumstances may arise which require the de-accessioning of a collection, e.g.:

a. If a change in acquisition policy occurs;
b. If an alternative source for records arises (for example if the signed minutes of the Governors' meeting are sourced, resulting in the unsigned one being no longer required).

3.5. UK General Data Protection Regulation

All data within Hampton School Archive is processed in accordance with UK GDPR and the Data Protection Act 2018. For further information, see the School's Privacy Notice which can be found on the School's website – www.hamptonschool.org.uk.

3.5.1. Data categories and legal basis of retention

In addition to records concerning solely corporate, estate or financial matters (including asset lists, accounts, contracts etc.), The School Archive retains records that include information regarding living individuals: e.g. pupils, parents, alumni, governors, staff (past, present and prospective), as well as consultants / contractors / VMTs.

UK GDPR requires that personal data is only retained for as long as necessary for the legitimate legal purpose(s) it was acquired. While most personal data is held by the School for a limited period, in line with how long it is necessary to keep for a legitimate and lawful reason (and in accordance with the School's **Records Management Policy and Records Retention Schedule**), materials are retained permanently where they:

- form part of the School's historical record;
- document significant events or achievements; or
- have long-term historical, cultural or research value.

The School's lawful basis for processing personal data for archival purposes is legitimate interests (Article 6(1)(f) UK GDPR). The School has a legitimate interest in preserving its institutional history, heritage and records for educational, historical and governance purposes. This processing is necessary to achieve those interests and is balanced against the rights and freedoms of individuals (through a Legitimate Interests Assessment), with appropriate safeguards in place.

Where archival material includes special category personal data, the School relies on the condition of archiving in the public interest in accordance with Article 9(2)(j) UK GDPR and Schedule 1, Part 1 of the Data Protection Act 2018. Such data is processed only where necessary for genuine archival purposes (enabling access to the School community and researchers for historical research and preservation) and subject to appropriate safeguards, including measures to ensure data minimisation, access controls and respect for confidentiality.

3.5.2. Criteria of records retained for enduring value and general public interest

All records retained within the School Archive must be complicit with one or more of the following criteria:

a. Enabling research and investigations;
b. Ensuring long-term accountability;
c. Preserving personal, community and corporate identities, memories and histories;
d. Helping to establish and maintain rights, obligations and precedents;
e. Securing records for future educational, research or development purposes.[1]

4. Access

4.1 Access to User services

4.1.1. Conditions

It is Hampton School's ambition to open access to its Archival collections to the widest possible audience (herein referred to as "Users"), subject to the restrictions set out in this Access policy. Hampton School does, however, reserve the right to exercise discretion in considering requests for access (unless it is required by applicable laws to grant access).

i. This policy has been written with reference to the Public Services Quality Group 'Standard for Access to Archives' 2008.

4.1.2. Online access to the collection

i. Hampton School is working towards establishing a publicly accessible online catalogue of selected parts of its collections, including some digitised content. In addition, web pages charting the history of the organisation and educational resources will also be made available.
ii. All text and images on Hampton School's website and online catalogue are for the purposes of non-commercial, private study, and educational purposes only. Any reproduction of material outside these uses will require the explicit written permission of Hampton School.

4.1.3. Enquiry service

i. Hampton School Archives offers a remote enquiry service for Users, subject to the conditions set out in section iii below.
ii. This service is principally staffed by the Archivist Manager who seek to complete all enquiries within 10 working days.
iii. Enquiries can be submitted by email or in writing:

Email: Archives@hamptonSchool.org.uk

Write to:
Archives, Hampton School, Hanworth Road, Hampton, Middlesex, TW12 3HD

iv. Due to the nature of historical research and the survival of records, Hampton School may not be able to answer an enquiry. The enquiry service is only able to conduct research on material held in the Hampton School Archive, and not that held by other organisations, businesses or institutions. Where possible, enquirers will be directed to other possible sources of information.

[1] examples provided by the ICO of when processing is considered archiving in the public interest

4.1.4. Onsite access

Hampton School, where possible, seeks to welcome researchers on-site to view the Archive collections. However, onsite access to the collections may not always be possible or may be restricted in light of scheduled School events, activities or projects. The School has a duty of care in relation to the health, safety, security and wellbeing of its pupils, staff and visitors. This includes a responsibility on the part of the School and its staff to safeguard all pupils, at all times. Given the paramount importance of child protection and the School's safeguarding procedures, visits to the School's Archive must be conducted in line with the School's Safeguarding and Visitors' Policies. For these reasons, visits to the Archive must be pre-arranged, in writing, with the School Archivist and are subject to the School's regulations, its opening hours and any closure periods.

i. Requests for onsite access should be submitted to:

   Email: Archives@hamptonSchool.org.uk

   Write to: Archives, Hampton School, Hanworth Road, Hampton, Middlesex, TW12 3HD

ii. Further information on the availability, applicable safeguarding procedure and terms and conditions of onsite access will be supplied by the Archivist upon request approval. Please note in particular that visitors must report to the main Reception upon arrival at Hampton School. Visitors will be required to bring original and current photo ID with them so that Reception can verify their identity. Visitors will be photographed and required to sign in and out using the electronic system in Reception. They will be provided with a Visitor's Pass which they must wear throughout their visit. They will be provided with information on safeguarding and emergency procedures and will be accompanied throughout their visit.

iii. Visitors must agree to all rules and conditions as laid down by the Archive, both generally and regarding the handling of the material they wish to view.

iv. Access to, or reproduction of, physically fragile records is at the discretion of the Archivist. Where possible, surrogate records will be made accessible.

4.2 Access to content

4.2.1 Original material

i. As part of the remote enquiry service, digital copies of original material held in the School Archives can be ordered, subject to the conditions set out in sections 2.2.2 and 2.2.3 below.

ii. Where information cannot be sourced from the publicly accessible online catalogue, Users may request the Archivist to consult other non-public finding aids on the Users' behalf.

iii. In some instances, where the condition of the physical records is not suitable for User access, Users will be required to use digitised versions of original materials.

iv. The loan of duplicate items for film/TV or other commercial use is by special arrangement and at the discretion of the Archivist and Bursar. For more details, please contact the Archivist using the details in 4.1.4.i above.

4.2.2 Photographic and Digital reproduction

i. Copies of original records can be provided for non-commercial and private study purposes for Users of the remote enquiry and research services. Copies are provided at the Archivist's discretion and are subject to:
   a. Any intellectual property or copyright restrictions;
   b. Applicable GDPR and Data Protection restrictions; and
   c. The physical condition and preservation need of the material.

ii. Copies are provided without charge. Copy requests are limited to 10 pages in total.

iii. Copies provided to Users will be subject to the redaction of personal information at the discretion of the Archivist, unless:
   a. The request is from the individual in question;
   b. GDPR and Data Protection rules no longer apply.

iv. No copies of material will be supplied without the completion of the Copyright Declaration Form (*see Appendix 2*)

4.2.3 Access restrictions

i. Archive material is open if published or otherwise in the public domain.
ii. The following types of Archive material may have restrictions on them:

   a. Items which contain personal data (as defined in the UK GDPR) and/or other sensitive material;
   b. Confidential commercial / business records;
   c. Items which are too fragile to be handled safely and require conservation;
   d. Unsorted or un-catalogued items which the Archivist considers are not yet in a usable format;
   e. Items subject to intellectual property restrictions.

iii. Requests to view sensitive or recent material may be denied or referred to the relevant School authorities.

4.2.4 Anonymisation and Pseudonymisation

i. Where possible, personal data (as defined in the UK GDPR) within records will be anonymised to ensure individuals are not identifiable. This may involve removing direct and/or indirect identifiers and contextual details that could reasonably enable identification.
ii. Where anonymisation is not possible, data may be pseudonymised (for example, pupil identifiers may be removed from reports and replaced with unique codes, such codes to be stored in a separate and access-restricted file).
iii. In cases where valid written consent has been obtained from the individual to the use of their personal data within the School Archive, an exception may be made to the process of anonymisation/pseudonymisation to facilitate identifiable Archival inclusion. Such consent is required in a physical form to be retained within the Archive.
iv. Further information about how the School processes personal data, including individuals' rights under data protection law, is provided in the School's Privacy Notice.

4.2.5 Use of content

i. The use of Hampton School Archives content is subject to the following:
   a. Copyright and intellectual property limitations must be observed, and the relevant agreements signed by all Users;
   b. Publication of copies of the School's Archival material is subject to securing written permission from Hampton School;
   c. Publication must include an acknowledgement to Hampton School;
   d. A copy of any publication reproducing licenced material from the collection must be deposited with Hampton School Archives.

4.3 Outreach and education

Hampton School is committed to making its Archival collections accessible to local and regional communities, and to as wide a range of new audiences as possible. Hampton School aims to achieve this physically through the School exhibition spaces, Archives talks and digitally through the publication of blog posts, contributions to newsletters and access to the catalogue.

5. Closure

5.1 Introduction

Hampton School seeks to collect, preserve, maintain and make accessible Archival and Heritage material relating to Hampton School. The majority of records held within Hampton School Archives are viewed as being 'open' and accessible to the User community. However, some records may be 'closed' for one or more of the following reasons:

a. Records subject to data protection, privacy, legal or statutory restrictions will remain 'closed' until such point where the restrictions are no longer applicable.
b. As per the Archive Collection and Acquisition Policy (*see Section 1*), some records that are donated to the School may be contractually 'closed' for a designated period.

Any 'closed' items held by the Archives are clearly labelled as such within the catalogue.

5.2. Scope

5.2.1. Statement of Purpose

i. This policy explains why and how material retained within Hampton School Archives may need to be closed from public access and/or removed from online visibility.
ii. This policy is specific to material held within the Hampton School Archives only.

5.2.2. Format

This Closure Policy applies to all data, of any format, found within, and produced by, Hampton School Archive.

i. Hampton School Archive is a repository for material of many different formats relating to the history of Hampton School, including but not limited to:
    a. Handwritten/typed documents
    b. Photographs
    c. Prints
    d. Audio-visual material
    e. Uniform and physical objects
    f. Digitally born or held material

ii. In addition to the Archival material, a variety of different digital mediums and platforms are utilised to display and promote the Hampton School Archive holdings. Examples of digital data includes:
    a. Catalogues and metadata describing records held by the Archives;
    b. Digitised records accessible online (e.g. scans of photographs);
    c. Secondary websites such as: Hampton School's website, Hampton School Alumni website and other online gateways used to promote the Hampton School Archive holdings;
    d. Social media platforms used in relation to the Hampton School Archive, such as LinkedIn and Instagram.
ii. This policy does not include information or data found on websites or in mediums over which Hampton School has no control.
iii. Hampton School and that staff involved with the Archive, act in good faith when considering material for online displays and social media content. The School endeavours to minimise any potential risk to third parties by checking for copyright or data protection, or GDPR concerns before publication.
iv. For further information on record formats, see 3.2.

5.3. Copyright

Some of the items within Hampton School Archive are subject to and protected by copyright. UK copyright legislation protects a wide range of works including written, artistic, and audio-visual material, whether published or unpublished. Copyright, in most works, lasts for 70 years after the death of the creator. In accordance with transitional provisions in the Copyright, Designs and Patents Act 1988, works created before 1 August 1989 that remain unpublished may be protected by copyright until the end of 2039.

i. Copyright restricts, among other things:
    a. Copying of work (including photocopying, scanning, photographing, or transcribing).
    b. Disseminating copies of the work to the public including on a temporary rental or lending agreement.
    c. Performing, showing, communicating, or playing the work in public.
    d. Making adaptations of the work.
ii. This policy should not be considered a substitute for legal or official advice on copyright law.

5.4. Identifying Living Data Subjects and Closure Periods

The most common reason for material to be 'closed' is that a living person is identifiable through the information held. A name of, and by itself, may not be enough to identify an individual and so the context of how the data is presented, or supplementary information should be considered.

i. Where it is uncertain if a data subject is still living, an assumed lifespan of 100 years is applied. Records attributed to the data subject are closed for the duration of the assumed period of life.
ii. For example, if it is known that a data subject entered the School in 1934, a birth date of 1921 or 1922 can be reasonably inferred. Therefore, the data subjects' records will be made publicly accessible at the end of the academic year 2021/2022; 100 years later.
iii. An estimated closure period will be implemented if the age of a data subject is unknown. The estimated closure period applies when it is certain that, at the time of the item's making, the data subject was an adult (e.g. they were a staff member). In such circumstances a minimum age of 16 will be assumed.
iv. If there is no evidence of age or time of life, then a full 100-year closure period will be used.

5.5. Takedown or Reclosure

While it is unusual for 'open' material to be changed to a 'closed' status or taken down, Hampton School recognises that circumstances may change, and reconsideration may be necessary.

5.5.1. Requests for re-closure or takedown

i. Requests for the re-closure or takedown of material must be made in writing to the Archivist.

Email: Archives@hamptonSchool.org.uk

Write to: Archives, Hampton School, Hanworth Road, Hampton, Middlesex, TW12 3HD

ii. Applicants should provide their:
    a. full name
    b. home address
    c. email address
    d. full details of the material concerned (including unique Hampton School Archives catalogue reference number and web URL)
    e. reason(s) for the request.

iii. If the request relates to copyright, applicants should also provide proof that they are the rights holder or their representative.

iv. If the request is being made under UK GDPR, applicants should provide proof of identity, i.e. that they are the data subject (subject of the material) and should also email a copy of their request to data@hamptonschool.org.uk.

v. Once a written request is received, every effort will be made to temporarily withdraw the material from public access until the request can be reviewed. However, this may not be possible immediately, especially with online material.

vi. Hampton School reserves the right to ask for the person making the request to provide more information or evidence to support their claim.

vii. All requests will be reviewed by the Hampton School Archivist as well as a panel of senior staff within Hampton School's Bursary department. A written response will be issued to the Applicant within 30 working days of the request being received. The reasons behind the decision made will be made clear to the applicant in writing.

viii. At the end of this process, the material will either be reopened/made available or continue to be closed for access.

ix. Takedowns and reclosures will be recorded and may be communicated publicly.

x. As outlined in 3.2.1.ii., Hampton School is only able to remove and restrict access to material online when the material is featured on websites under the School's control. Hampton School will not be able to remove items found on external third-party websites and cannot accept responsibility or liability for any loss, damage, or distress that may arise from accessing, viewing or relying on content provided on external third-party websites.

xi. If an individual believes that the School has acted otherwise than in accordance with data protection legislation, they should email data@hamptonschool.org.uk with details of the complaint. The School will acknowledge the complaint within 30 days of receipt and will investigate and inform the individual of the outcome of the complaint without undue delay (keeping the individual informed of progress as necessary).

xii. If not satisfied with the outcome of their data protection complaint, or if the individual feels the School has not handled it appropriately, they have the right to complain to the Information Commissioner's Office (ICO).

5.5.2. Criteria for re-closure and takedown

Takedown or reclosure will only be considered and implemented if one of the following criteria is demonstrated to have been met:

a. The material has been found to contain personal or sensitive information and continued access would be unlawful or unfair under UK GDPR, the Data Protection Act 2018, or the Human Rights Act 1998.

b. Material once 'open' or published online in good faith but converting it into a 'closed' item or taking down the material is now considered appropriate due to a change of circumstances.

c. The material was released in error and making the item 'closed' or taking down the item will rectify this mistake.

d. The showing of the material online is an infringement of copyright.

e. The material posted online is defamatory or obscene.

f. The material has subsequently acquired sensitivity by virtue of being made available online.

g. Continued access online would cause the owner serious and real administrative difficulties, and the owner has requested a takedown or closure for a specified and/ or limited time.

Appendix 1 – Acquisition Procedure

Part A: The Deed

1. The Donor

Name:
Address:
Tel:
Email:

2. The Items

As further detailed in *Schedule 1*

3. Special Conditions

4. Deed of Gift

The Donor hereby gives to Hampton School for use in its Archive the item(s) on the terms and conditions set out in Part B of this Deed.

If the Donor is a natural person:

Signed as a Deed by or on behalf of the Donor(s):

Date:

Witnessed by (name, address and signature):
Name:

Address:

Signature:

If the Donor is not a natural person:

Signed as a Deed for and on behalf of the Donor:
by [Director*/Authorised Signatory**] (*delete as applicable*)

Date:

Witnessed by [Director/Secretary*/Witness**] (*delete as applicable*):

Date:

(* if a limited company; ** if another institution or entity which is not a limited company)

Signed as a Deed for and on behalf of Hampton School:

Date:

Witnessed by:

Date:

Part B: Terms and Conditions

1. The Gift

1.1 The Donor hereby transfers absolutely to Hampton School, for use in its Archive, the Donor's legal and beneficial interest in the Item(s) (as outlined in Schedule 1) by way of gift and without consideration.

1.2 The Donor hereby warrants and undertakes that the Donor:

a. is the legal owner of the Items, has full capacity and is properly entitled to give and transfer title so that Hampton School will become the absolute legal and beneficial owner of the Items free from any encumbrances, charges, options or licences and will enjoy quiet possession of the Items;
b. is entitled to enter into this Deed and is not prevented by any existing agreement or arrangement from entering into this Deed;
c. has disclosed to Hampton School all information known to the Donor about the provenance and ownership of the Items;
d. is not aware of any third party claims which might affect Hampton School's quiet possession of the Items and undertakes promptly to notify Hampton School's Archivist if the Donor becomes aware of any claim or potential claim; and
e. is not a party to any litigation which might affect the Donor's rights to enter into this Deed.

2. Taxation

2.1 Where the Donor is a *natural person* the Donor warrants that the Gift is not part of an arrangement for conditional exemption from inheritance tax capital transfer tax or estate duty.

2.2 Where the Donor is *not a natural* person in the event that the provision of Section 257 of the Taxation of Chargeable Gains Act 1992 does not extinguish the gain to which the Donor would otherwise be chargeable under the provisions of Section 17 of the Taxation of Chargeable Gains Act 1992 on the disposal represented by the making of the Gift, the Donor will bear any corporation tax on the chargeable gains arising as a consequence of making the Gift.

3. Title, Delivery and Display

2.1 Title to and risk in the Items will be transferred to Hampton School on delivery of the Items to Hampton School Archives. For the avoidance of doubt, signature of this Deed of Gift without delivery of the Item(s) shall not be sufficient to transfer title to and risk in the Item(s) to Hampton School.

2.2 Unless otherwise agreed between Hampton School and the Donor, the Donor shall be responsible for arranging for delivery of the Item(s) to Hampton School at such time and by such method as shall be agreed between both parties.

2.3 For the avoidance of doubt, Hampton School is under no obligation to display or otherwise preserve any Item(s) it considers unsuitable for retention.

4. Intellectual Property

4.1 The Donor has disclosed to Hampton School all information known to the Donor as to the intellectual property rights subsisting in the Items.

4.2 To the extent that the Donor owns any intellectual property rights (including but not limited to copyright) subsisting in the Item(s) (*Intellectual Property Rights* - IPRs), and unless stated otherwise in the Special Conditions, the Donor hereby assigns to Hampton School, with full title guarantee, the IPRs absolutely and irrevocably.

4.3 The Donor hereby agrees, warrants and undertakes that the Donor has not previously assigned, transferred or otherwise restricted the Donor's interest in the IPRs and therefore is not in any way restricted or prevented from assigning the Donor's interest in the IPRs.

4.4 Any publication right (as defined in the Copyright and Related Rights Regulations 1996) arising from Hampton School's use of any Items shall belong to and remain vested in Hampton School.

5. Information
   5.1 Unless expressly agreed otherwise in writing between Hampton School and the Donor, Hampton School shall be entitled to refer to the Donor by name as the source of the Items in any context, including but not limited to captioning, cataloguing and exhibiting of the Items, in merchandising, on websites and in response to enquiries from any third party.
   5.2 Hampton School is registered as a data controller under the Data Protection Act 2018 and the UK GDPR (together "Data Protection Legislation") and will process the personal data (if any) of the Donor or any other person associated with the Items ("the Personal Data") strictly in accordance with Data Protection Legislation. By entering into this Deed, the Donor agrees that Hampton School may use the Personal Data for the purposes set out in Clause 5.1 above, for verification of the Donor's identity and ownership of the Items, and for all other legitimate purposes.

6. Further Assistance
   6.1 The Donor shall:
      a. do all acts and execute all documents which may reasonably be required to confirm the rights and title of Hampton School in and to the Item(s) and to perform such acts as may be necessary to give effect to the provisions of this Deed generally; and
      b. provide all reasonable assistance as Hampton School may request in relation to any action, claim or proceedings brought against Hampton School in relation to the Item(s).
7. Indemnity
   7.1. The Donor shall indemnify Hampton School against all and any losses, damages and costs and expenses (including legal expenses) suffered or incurred by Hampton School arising out of any breach of warranty, obligation or undertaking by the Donor in relation to the Item(s) or this Deed.

8. Interpretation
   8.1. Parts A and B together form the contract between the Donor and Hampton School ("this Deed"), and words and expressions defined in Part A of this Deed shall (where the context admits) bear the same meaning when used in this Part B of this Deed or elsewhere in this Deed.
   8.2. References to "the Item(s)" shall be understood to refer to each and every item (if more than one) comprising the Item(s) as listed in Schedule 1, and any part thereof.
   8.3. Where there is any inconsistency between the terms set out in Part A and Part B, the terms in Part A shall to the extent of such inconsistency prevail.

Schedule 1
The Item(s)
Please Insert

Appendix 2 – Copyright Declaration Form

Copyright Declaration Form	
Please supply me with a copy of the item specified required by me for the purposes of research for a non-commercial purpose or private study for a non-commercial purpose.	
Purpose of request	
The item(s)	
Catalogue Number	
Name/description of record	
Page(s)/area of copy request	
Your contact details	
Name	
Address	
Telephone	
Email	
Declaration	
1 I declare that: a) I have not previously been supplied with a copy of the same material by you or any other librarian; b) I will not use the copy except for research for a non-commercial purpose or private study and will not supply a copy of it to any other person; c) To the best of my knowledge, no other person with whom I work, or study has made or intends to make, at or about the same time as this request, a request for substantially the same material for substantially the same purpose. 2 I understand that if the declaration is false in a material particular, the copy supplied to me by you will be an infringing copy, and that I shall be liable for infringement of copyright as if I had made the copy myself.	
Name	
Date	