



HAMPTON SCHOOL

Archives and Acquisitions Policy

Contents

1. Introduction.....	2
2. Classes of archives.....	2
3. Records that will be collected.....	2
4. Records that will not be accepted.....	3
5. Constraints.....	3
6. Format of archives.....	3
7. Methods of acquisition.....	3
8. Terms of deposits/ donations.....	4
9. Selection policy.....	4
10. Access.....	4
11. Accessions.....	5
12. De-accessioning.....	5
Appendix 1 – Acquisition Procedure.....	6
Appendix 2 - Archives Reprographics Order Form.....	11

Date updated	March 2025	Date ratified	March 2025
Date for next review	March 2027	Reason for review	Biennial Review

1. Introduction

Hampton School is a company registered in England and Wales (the “School”). Its company registration number is 06264434, its charity registration number is 1120005 and its registered office is at Hanworth Road, Hampton, Middlesex, TW12 3HD. The School provides education to pupils aged 2-19.

The School dates its foundation to 1557 when, thanks to a bequest by Robert Hammond, a prominent local businessman, provision was made for the instruction of local children by the Vicar of St Mary’s, Hampton upon Thames. Although now mainly secular in its operations, the School maintains formal links with St Mary’s and the Vicar is ex officio one of the School’s Governors. The School Archive (the “Archive”) is the guardian of the School’s collective memory.

The School has been fortunate, over the years, to receive donations of material from its Alumni, former staff and members of the public, into the Archive. The Archive maintains the records of Hampton School, as well as other sites and bodies associated with the School; these include Hampton Pre-Prep School, Hampton Preparatory School, Alumni Associations as well as previously owned sites. “Records” include both physical and digital records, relating to the history of the School and its community.

The donation of records supplements the archival material that has been collected from within the School.

The school archivist (the “Archivist”) ensures that the Archive maintains professional archival standards and remains relevant and accessible to its User community. Its objective is, as far as is practicable, is to provide a balanced and continuing record of all aspects of the School and its communities, since its foundation.

2. Classes of archives

To fulfil its aims, the Archive preserves:

- i. Early documents relating to the School’s foundation and history
- ii. Minutes of meetings relating to the School’s governance
- iii. Records and plans of School building projects
- iv. Records of past staff and pupils
- v. Records of academic performance (e.g., prize lists, public examination results, etc.)
- vi. Records of co-curricular/sporting activities
- vii. School Inspection reports
- viii. School publications
- ix. Photographs of the School, its events, and its community
- x. News cuttings relating to the School
- xi. Minutes of the Old Hamptonians’ Society
- xii. Ephemera relating to the School and its activities (e.g., items of past uniform).

3. Records that will be collected

- i. Subject to compliance with the aforementioned list (section 2 above), the following will be accepted into the Archive:
 - 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 copyright only (see Appendix 1).

4. Records that will not be accepted

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

5. 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 Archivist may be required to make collection decisions on a case-by-case basis depending on the size of the collection. The Archivist may consult other professional bodies to discuss the value in formally accessioning new material.
- 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.
 - a. 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 Archive may be either unable to preserve some of these formats or to present them for public viewing in their original form.
 - b. 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.
- iv. Whilst the Archivist strives to preserve the Archive collection, the Archivist does reserve the right to refuse records which are in an extremely poor state of repair.
 - a. 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.
 - b. 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 Archivist may also be unable to accept transfers of some other material including microfiche (unless digitised) or artefacts.
 - c. All prospective acquisitions into the Archive, will be assessed on a case-by-case basis.

6. 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 artwork. 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.

7. Methods of acquisition

- i. Records will be accepted in line with the statutory and other obligations as outlined above. No records will be acquired in contravention to any current legislation.
- ii. Records will be accepted as donations or as bequests resulting from approaches by owners of appropriate items.
- iii. Records will also be accepted by transfer from other repositories, if, after consultation with the owner of the records, the Archive, is deemed the more appropriate repository.

- iv. Records will be accepted as the result of surveys and other pro-active campaigns to acquire additional Archival material.
- v. 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.

8. Terms of deposits/ donations

- i. The Archivist 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.
- ii. Formal acceptance into the Archive of any records offered for deposit or as a donation, will not come into force until the terms and conditions of deposit have been confirmed in writing by both the School and the depositor.
- iii. The 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.
- iv. No acquisitions will be attempted outside the terms of this policy.

9. Selection policy

Acquisition of all records will be in accordance with guidance issued by The National Archives. The Archive adheres to British Standard 10025:2021 (Management of Records – Code of Practice) - <https://knowledge.bsigroup.com/products/management-of-records-code-of-practice?version=standard>

The Archive also complies with ISAD(G) – General International Standard Archival Description - <https://www.ica.org/resource/isadg-general-international-standard-archival-description-second-edition/>

10. Access

- i. Any request for an archival search, or any other information, must be submitted in writing via email to alumni@hamptonschool.org.uk.
- ii. Visits to the Archive must be pre-arranged in writing, via email, to alumni@hamptonschool.org.uk and are subject to the Schools' regulations, its opening hours and any closure periods.
- iii. Requests to view sensitive or recent material may be denied or referred to the relevant School authorities.
- iv. Permission to view material will be subject to all statutory rulings regarding its perusal, copying and dissemination.
- v. 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.
- vi. The Archivist will make copies of paper documents (not images) on request, provided that the request does not infringe copyright or other legislation, and dependent on the condition of the originals and the number of copies required – the limit being 10 pages.
- vii. The Archivist will make copies of digital records, including images, provided that the request does not infringe copyright or other legislation. The limit is 10 pages.

- viii. Anybody requesting copies of archival material will be asked to complete an application form (See Appendix 2).

11. Accessions

The Archivist is happy to receive into the Archive material, transferred with full legal title and copyright as long as it does not duplicate existing holdings. The Archivist, on behalf of the Archive, may purchase material on occasion but will not accept loans. All potential donors must write to the Alumni office in advance of sending or delivering possible material, either via email - alumni@hamptonschool.org.uk, or to the following address:

Alumni Office
Hampton School
Hanworth Road
TW3 2HD

12. De-accessioning

Documents owned by the School as a part of the Archive will not be sold.

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

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

The Archivist is not required to seek permission to dispose of any records or items that have been donated.

Appendix 1 – Acquisition Procedure

Part A: The Deed
Dated: [insert date]
1. The Donor Name: Address: Tel/ email:
2. The Items As further detailed in <i>Schedule 1</i>
3. Special Conditions
4. Deed of Gift <i>The Donor hereby gives to Hampton School (Charity Number 1120005) for its Archive the Item(s) on the terms and conditions set out in Part B of this Deed.</i> <i><u>If the Donor is a natural person:</u></i> <i>Executed as a Deed and delivered on the date set out at the beginning of this document by [insert Donor name]¹:</i> <i>in the presence of:</i> <i>Witness signature:</i> <i>Witness name, occupation and address:</i>

¹ Will require amendment if there is more than one Donor. Further legal input will be required if execution is under a Power of Attorney.

If the Donor is a limited company²:

Executed as a Deed and delivered on the date set out at the beginning of this document for and on behalf of [insert Donor company name] by [insert name of Company Director], Company Director:

.....

in the presence of:

Witness signature:

Witness name, occupation and address:

Executed as a Deed and delivered on the date set out at the beginning of this document for and on behalf of the School by [insert authorised signatory name]:

.....

in the presence of:

Witness signature:

Witness name, occupation and address:

² Legal input will be sought on execution clause for other types of non-natural entity donor, e.g. sole corporation, partnership, trust etc

Part B: Terms and Conditions

1. The Gift

- 1.1 The Donor hereby irrevocably transfers by deed of gift to the School for its Archive the Item(s) (as outlined in Schedule 1).
- 1.2 The Donor hereby warrants and undertakes that the Donor:
 - a. is the legal owner of the Items, and is properly entitled to give and transfer title so that the School will become the absolute legal and beneficial owner of the Items free from any encumbrances, claims, liens, 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 the 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 the School's quiet possession of the Items and undertakes promptly to notify the 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.
- 2.2 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 tax (including but not limited to corporation tax or chargeable gains tax) on the chargeable gains arising as a consequence of making the Gift.

3. Title, Delivery and Display

- 3.1 Title to and risk in the Items will be transferred to the School on delivery of the Items to the Archives. For the avoidance of doubt, execution 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 the School.
- 3.2 Unless otherwise agreed between the School and the Donor, the Donor shall be responsible for arranging for delivery of the Item(s) to the School at such time and by such method as shall be agreed between both parties.
- 3.3 For the avoidance of doubt, the 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 the 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 the 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 The Donor hereby undertakes to take any action, make any registration or give any notice which is necessary to perfect the legal assignment of the IPRs.
- 4.5 Any publication right (as defined in the Copyright and Related Rights Regulations 1996) arising from the School's use of any Items shall belong to and remain vested in the School.

5. Information

- 5.1 Unless expressly agreed otherwise in writing between the School and the Donor, the 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 The School is registered as a data controller under the Data Protection Act 1998 ("the DPA") 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 the DPA. By entering into this Deed, the Donor agrees that the 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. For further information, please see the School's Privacy Notice.

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 the 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 the School may request in relation to any action claim or proceedings brought against the School in relation to the Item(s).

7. Indemnity

- 7.1 The Donor shall indemnify the School against all and any losses, damages and costs (including charges to taxation) and expenses (including legal expenses) suffered or incurred by the 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 the 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)
<i>Please Insert</i>

Appendix 2 - Archives Reprographics Order Form

Copyright Declaration

To comply with the Copyright Act 1988, I declare that:

1. I have not previously been supplied with a copy of the same material by you or any other members of Hampton School.
2. I will only use the copy for research for a non-commercial purpose or private study and will not supply a copy of it to any other person.
3. For published works - 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.
4. For unpublished works - To the best of my knowledge the work had not been published before the document was deposited in the Archive and the copyright owner has not prohibited the copying of this material.

Should I wish to publish these copies or any part of them I shall obtain the permission of the copyright holder(s). I understand that if this declaration is false in a material particular, the copy supplied to me by Hampton School will be an infringing copy, and that I shall be liable for infringement of copyright as if I had made the copy myself.

I understand that the personal data I supply will be kept by Hampton School and I understand that the School uses this data:

1. To fulfil contractual obligations by providing access to the School Archive facilities and collections.
2. To fulfil legal obligations (e.g. protecting copyright).
3. To pursue the School's legitimate interests which include:
 - a. keeping records of the use of its collections;
 - b. security purposes;
 - c. to inform the improvement and development of the School Archive collections and services.

Full Name	
Address	
Contact Number	
Contact Email	
Date of Request	

Document References and description

The School will not copy anything unless it is listed on this form and reserves the right to refuse to copy items on conservation grounds.

List all items you would like to order here, with their reference code, followed by any further identifying description or date. A range of items within a collection can be listed together; otherwise, please start each new item on a new line.

An example submission:

Reference code	Title	Extent
<i>CHAR 20/15/13</i>	<i>Telegrams from FDR to WSC, 5/10/1939 -14/03/1942</i>	<i>All items</i>

Requests:

Reference code	Title	Extent