

Conditions of Donation to the N.G.R.S. Library

1. The conditions set out herein constitute the Conditions of Donation to the Narrow Gauge Railway Society Library ('**Library**'). These Conditions refer and apply to any notes, articles, reviews, books, drawings, announcements, submissions for publication, historical artefacts, video production and background information including, but not limited to, text, drawings, photographic images, films, designs, models, railwayana, works of art, figures, electronic images (still or motion) or tables in any form donated ("**Donated Material**") to the Narrow Gauge Railway Society a Company Limited by Guarantee (United Kingdom Company No. 9925208) its successors and assigns in whatever form ('**NGRS**'). The following general terms came into effect from 1st May 2015 and supersede and cancel all previous terms and conditions whether formal, informal, written or oral.
2. A donation to the Library ('the **Donation**') by any benefactor ('the **Donor**') is accepted subject to the terms and conditions set out herein ("**Conditions of Donation**") to the Library. By submitting a Donation to an official of the NGRS in any form, a Donor will be deemed to have accepted the terms and conditions in these Conditions of Donation. Bequests shall be considered to be Donations. The Donor acknowledges that the legal form of NGRS may at some time in the future change, and such change shall in no way affect any Donation made under these Conditions, title to which may be transferred to such successor organisation at the discretion of the NGRS
3. The Library acquisition policy ("the **Policy**") shall be to collect and retain items that will enhance the knowledge base of members of the Narrow Gauge Railway Society and:
 - a. Are relevant to current or future known recording, research and educational needs;
 - b. Will develop the existing collection's strengths or fill identified gaps;
 - c. Will not duplicate existing stock, whether in print or electronic / digital format other than where it may provide some enhancement e.g. revised works, or in better physical condition;
 - d. Are in acceptable physical condition for their status and age;
 - e. In the opinion of the Librarian, enhance the collection; and
 - f. Can be made available to all library users, though certain original items may be physically retained but offered for inspection, and facsimiles generally made available in lieu at the discretion of the Librarian.
4. The Library reserves the right to accept or reject Donations and all materials submitted comprising the Donation shall become the exclusive and absolute property of the NGRS to be retained and deposited in the Library or otherwise disposed of. Additionally the Library reserves the right to refuse material when it is unable or unwilling to accept conditions or restrictions pertaining to the donation made by the Donor. The use of bookplates or other methods of recognising the donation may be permitted with the Librarian's consent. The Library reserves the right to dispose of materials without the consent of the Donor where they are or have become surplus to requirements or do not align with the Library's current Policy and may be offered to other libraries or collections or otherwise disposed of to the benefit of the Society, including by gift, auction, resale or such other method as the Society may choose.
5. Donations to the Library will only be retained as a discrete collection at the sole and absolute discretion of the Librarian. With the exception of some valuable or unique donations, material will be dispersed within the existing Library collections, according to classification. Donors of a large number of items are encouraged to catalogue or otherwise index the items to assist the Librarian.
6. The NGRS will only return material or arrange for the copying of material for return to the Donor in exceptional circumstances by agreement with the Librarian.
7. The Library cannot advise on the value of donations, or of materials that may be donated or be candidates for donation. The Library accepts no responsibility for valuations or subsequent appraisals of any donated material, nor will the Library issue receipts for Income Tax purposes for donations of materials. Donors are responsible for having their gifts appraised for Income Tax purposes, and the cost of any appraisal must be borne by the Donor. The Donation of items, excluding their value, may be acknowledged by letter upon request to the Librarian. Any Donation shall be unencumbered by any taxation or other debt arising from or pertaining thereto and the Donor shall remain liable therefor.
8. Any Intellectual Property in the Donation belonging to the Donor (other than in commercially produced items) shall remain vested in the Donor but the Donor hereby grants to the NGRS, its successors and assigns, a worldwide, irrevocable, perpetual, royalty-free and fully paid-up, non-exclusive licence to:
 - a. Copy, publish, reproduce, distribute, display, store and retain the Donation in all and / or any forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world for the benefit of the NGRS (but not to the disadvantage of the Donor);
 - b. Edit the Donation, create adaptations, summaries, compilations or extracts of the Donation and / or produce derivative works based on the Donation, translate into other languages and exercise all of the rights set forth herein in such translations, adaptations, summaries, compilations, extracts and derivative works; and

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- c. License others to do any or all of the herein for the benefit of the NGRS (but not to the detriment of the Donor) and the licence hereby granted shall be assignable to third parties with the consent of the Parties (Donor and NGRS) which consent shall not be unreasonably withheld.
9. Such licence shall continue to subsist notwithstanding the modification, termination or expiry of this agreement or the NGRS, or the death or disability of the Donor. The Donor shall not be liable to the NGRS or any sub-licensee for any use of the Material for any purpose other than that for which the same was prepared or provided by the Donor.
10. Ownership of any copyright in the Donation shall remain with the copyright owners at the time of donation. . Insofar as original copyright exists in any element of any derivative work created in whole or in part by the NGRS from the Donation, ownership of such copyright in the derivative work shall belong to and remain the property of the NGRS
11. The Donor shall retain the non-exclusive right to re-use any text, drawings, photographs, designs, figures or tables or other materials and artefacts created by him and contained in the Donation in other works created by him.
12. The Donor warrants and represents that:
 - a. He is the owner of the Donation and it is free of any dispute, claims, debts or other encumbrances;
 - b. Where the Donation is the work of the Donor, the Donor is the sole author of and sole owner of any copyright in the Donation. To the extent that the Donor does not have ownership of the copyright in any part of the Donation, he warrants that he has procured from the copyright holder a licence with full title guarantee to the NGRS in the same terms as set out herein, or failing same where the Donation is not the work of the Donor, any copyright belonging to others is properly recorded in writing and provided to the Librarian;
 - c. Nothing in the Donation is obscene, defamatory, libellous, violates any right of privacy or infringes any intellectual property rights (including without limitation copyright, patent or trademark) or any other human, personal or other rights of any person or entity or is otherwise unlawful;
 - d. Nothing in the Donation infringes any duty of confidentiality or non-disclosure which the Donor may owe to anyone else or violates any contract, express or implied, to which the Donor is a party; and
 - e. He shall not act in any manner that could be determined to be to the detriment of the NGRS.
13. These Conditions of Donation to the Library and any other agreements in which the Conditions of Donation to the Library are incorporated, shall be governed by and construed in accordance with English law and the Donor hereby submits to the exclusive jurisdiction of the English courts, regardless of the nationality of the Donor or the Country of origin of the Donation.
14. Words imparting the singular shall include the plural and vice versa and, words imparting the male shall include the female and vice versa where the context requires.