

Terms and Conditions

Definitions

“I/me/my” means Janet Smith.

“You/Your” means the client.

Your information and instructions

1. Your contact and family information is treated as strictly confidential and will not be provided to any other person or organization without your permission. If you wish me to communicate with anyone other than you regarding your family research, I will first require your written permission to do so.
2. I may from time to time ask your permission to publish extracts from my research on my website and social media sites.
3. Occasionally I may incorporate results of research in academic coursework or assignments I set for genealogy students/in talks I give or publications I write. No information about living people would be revealed. By agreeing to these terms and conditions you agree to me using your research for this purpose without seeking your further permission. Any new information discovered would be communicated to you.
4. Before beginning any research, I will confirm your instructions in writing and my understanding of any specific research requests.
5. If you provide details of any previous research, it is your responsibility to ensure its accuracy to avoid any research being inadvertently repeated, unless you specifically instruct me to check its accuracy. Anything found during the course of the research which duplicates something you already know, or have found yourself but have not disclosed prior to research starting, will still be billed.
6. You understand that I cannot guarantee I will be able to find any particular person(s), family or other information and that I cannot predict how successful a search will be, if at all. If a search is unsuccessful, I reserve the right to charge for my time in conducting such a search.

My commitment to you

7. I offer family history research of the highest quality, delivered in such a way as to ensure clients are happy with the service they receive, are aware of progress and feel involved at every stage and you will be kept informed as to my progress at regular intervals.
8. I will not exceed the time initially commissioned by you without prior agreement.
9. I undertake to report the findings of the research with detailed sources of the information obtained, including unsuccessful search details. Where research is not successful, I will provide information as to the avenues that have been explored.

10. Paid time includes research, analysis, drawing charts and reporting time as well as time spent communicating with you by telephone and/or email.
11. If in the course of my research it becomes clear that research has reached an insurmountable hurdle, I may offer a partial refund of the payment received. This will depend on the length of time spent on the project before coming to this conclusion.
12. If research does not take as long as expected, or cannot progress as anticipated, any unused pre-paid research hours will be refunded to the client.
13. It may be necessary on some projects for me to instruct other researchers as sub-contractors, either because of the distance to the area in which the records are held or because of a need for a particular subject specialist. In these cases, researchers are carefully selected based on their specialisms and quality of work and you will be consulted prior to them being instructed.
14. I remain the primary contact on all projects and oversee all research conducted under the banner of The Past Detective.

Professional Standard

15. As a member of the Register of Qualified Genealogists (RQG), I abide by their Professional Code which can be found online at: www.qualifiedgenealogists.org/the-professional-code.

Payment Terms

16. For hourly research, on receipt of instructions an estimate will be provided along with an invoice for a down payment of 50%.which I will require before any research can start. Invoices will then be provided at appropriate stages. Where the work is likely to exceed the estimate, I will provide an interim report and further estimate for approval before further work is undertaken.
17. A payment plan can be agreed at any stage of the research, but the final report and any supporting documentation will not be sent to you until full payment is received. Statements will be issued quarterly.
18. All invoices should be paid within 14 days.

Late Payment

19. Under UK Late Payment Law (Interest) Act 1998 as modified by the Late Payment of Commercial Debt Regulations (2013) if full payment has not been received in the first 30 days of me sending you the invoice or delivery of my agreed research work, whichever one is later, I have the right to charge you my client, interest on late payment unless we have otherwise agreed in writing.
20. A new invoice will be issued showing the addition of all interest added to the money I am owed. The "statutory interest" charged is set at 8% above the Bank of England's base lending rate.

Document copies

21. Documents are supplied at cost price and no documents will be purchased without your prior agreement.
22. Where a budget has been agreed, documents will be purchased without your prior agreement unless to do so would exceed the budget, in which case they will not be purchased without your prior agreement.
23. Where copies of documents are required and a definite cost of these cannot be determined upfront, an invoice will be issued and the cost will be deducted from any amount paid to date.

Likelihood of Success

24. It is sometimes not possible to trace a family back as far as expected or find the expected information in a particular document. Research time includes time spent searching with a negative outcome. However, all research is positive in that a particular document or direction has been ruled out. Any negative outcomes will be included in my report.

Cancellation

Your rights

25. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 give you the right to cancel your agreement with me at any time during the fourteen working days immediately following the day that you respond by email. It is in your interests that I start work as soon as possible. Please, note, therefore, that by signing and confirming by email, you authorise me to start work immediately. This means if you later choose to exercise your right to cancel, you must do so in writing by completing the Cancellation Form attached and returning it to janet@thepastdetective.com. You will be liable to pay for the work I have done up to the date you cancel. The amount due will be deducted from any payment you have made to me and any balance remaining will be returned to you within 14 days of the date of cancellation.

My Rights

26. I reserve the right to decline cases where I consider the likelihood of success to be low e.g. if the only information were to be a starting point of "his name was John Smith and he was born in the UK in about 1900".
27. If payment is not made under the terms of this agreement and/or any invoice submitted to you, I reserve the right to cancel your instructions and discontinue work on your behalf. All outstanding payments will however remain outstanding.
28. Failure to pay may result in dispute resolution and/or court proceedings to recover any outstanding fees, which may in themselves result in further costs being payable by you.
29. If I have not received a reply by email within 14 days I shall assume that you do not wish to proceed, and will take no further action.

Limitation of Liability

30. Documents are provided and interpreted on an "as is" basis and I do not accept responsibility for any errors in those documents.
31. My liability for any actual, incidental, indirect or consequential loss or damage howsoever caused, is limited to the value of the contract.
32. The services of any third party instructed to assist in the research process are subject to these terms and conditions. If they require you to agree to their own terms and conditions, it is your responsibility to ensure that you have read and understood them and you agree that any recourse for dissatisfaction or problems with any third-party research will be sought from the third-party provider.

Copyright

33. Any documents prepared by me in the process of my research, including any charts, reports, transcriptions and translations remain the copyright of The Past Detective and should not be published without my prior consent.
34. Any material which has been digitised by and obtained from websites remains the copyright of the individual website and will be fully acknowledged in my work. It should not be further published.
35. Documents obtained from the General Register Office (either in pdf format or as certified copies of originals) by The Past Detective acting as your agent are owned by you, but remain the copyright of the Crown and will be fully acknowledged in my work.

General Data Protection Regulations (GDPR)

36. By agreeing to these terms and conditions you agree to me holding your personal information as is required and necessary to conduct the research on your behalf and for me to retain them for a minimum period of 5 years as required by law.
37. Personal details or documents provided by you which contain information about living people are provided with their implied consent.

Complaints procedure

38. In the unlikely event of you not being satisfied with the research received, I will endeavour to address any issues as quickly as possible and agree a refund where appropriate. If I am unable to resolve your complaint satisfactorily I would refer you to the RQG's Resolution Procedure which can be found at:
<http://www.qualifiedgenealogists.org/wp-content/uploads/2017/11/Resolution-Procedure-Nov-2017-v1.pdf>.

Applicable Law

39. The law applicable to this agreement shall be the law of England & Wales.

Notices

40. Any notices should be addressed to and served on the email of The Past Detective.

Non-performance

41. If, for reasons of injury or ill health rendering me unable to work, I am unable to complete your instructions, I will provide a full report of work carried out to date along with full supporting information and documentation. I will also provide my written consent for such report, information and documentation to be provided to an alternative genealogist/family historian of your choosing. You agree to pay for all work completed up to that date and where pre-payment is made, any balance, after deduction for the work carried out, will be returned within 14 days.

42. If, for reasons of my death, I am unable to complete your instructions, my Executors will provide a copy of the work carried out to date along with full supporting information and documentation as they are able to ascertain from my research records. In those circumstances these terms and conditions provide my written consent for such information and documentation to be provided to an alternative genealogist/family historian of your choosing. You agree to pay for all work completed up to that date and where pre-payment is made, any balance, after deduction for the work carried out, will be returned as soon as ever possible, subject to the laws of probate.

Other

43. These terms and conditions are based on the template created and freely provided by the Register of Qualified Genealogists (<https://www.qualifiedgenealogists.org/>): Client Terms & Letter, September 2022 © Register of Qualified Genealogists, as amended by Janet Smith, janet@thepastdetective.com.

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Cancellation Form

I,
[client's name and address to be inserted]

hereby cancel my instructions to The Past Detective for

.....
[details of work which was to be carried out in brief].

I understand that I will be responsible for any work carried out to the date of this cancellation form and agree to payment of any invoice The Past Detective send me in this respect under their usual payment terms.

Signed:

Dated: