

## Terms and Conditions

By accepting a quotation, commissioning research, or making any payment for a service provided by The Lineage Finder (TLF), you, "the client," agree to the following terms and conditions.

## Terms of Engagement

TLF specialises in family history research and before commencing any research (which will be known as a Project), you will be provided with a written confirmation of understanding regarding your research brief, estimated costs, payment terms, and anticipated timelines. Your written agreement to this brief is required before work begins. Throughout this document wherever "written agreement" is mentioned this includes email correspondence.

You are responsible for providing me with any known information, previous research, or documents (e.g., birth, marriage, death certificates) you already possess prior to commencement the project. This helps ensure accuracy and avoids unnecessary duplication of effort and cost. I cannot be held responsible for inaccuracies in information you submit to me, and research undertaken based on such inaccuracies will still be chargeable. Please send copies of these documents digitally or as photocopies if sending by post. No liability is accepted for loss should you decide to send the original documents.

# **Research Limitations & Expectations**

**No Guaranteed Outcome**: Family history research depends heavily on the availability, preservation, and accuracy of historical records. There's no guarantee that a research project will have a "positive" conclusion or that every detail or line of a family tree can be traced. Payment is for the research undertaken, not for a specific successful outcome.

Accuracy of Historical Records: My research relies on examining original, transcribed, or imaged historic documents. These sources may sometimes be unclear, misleading, or even incorrect due to various historical factors (e.g., individuals providing inaccurate information, illiteracy). While I make every effort to identify the correct individuals and verify details against available information, I cannot be held liable for inaccuracies originating from the source documents that were made in good faith. Where I have significant doubts about information, I will discuss these with you and explain my degree of certainty.

**Negative Research**: Should any research not yield the desired information or prove inconclusive, I will still provide a detailed report outlining the records, repositories, and sources examined to demonstrate the work undertaken.

**Right to Decline Research**: I reserve the right to decline a project if, after initial consultation or early research, the likelihood of a successful outcome appears low or the project falls outside my expertise. If such a situation becomes apparent within the first hour of research, and before significant costs for documents have been accrued, I will generally offer a full refund. If it occurs after significant research has taken place, I will contact you to discuss a partial refund or to refocus the research on another ancestor or area of your family.

### Fees and Payment

Currency: All prices quoted are in GBP (British Pound Sterling). Payments in other currencies cannot be accepted.

Quotation Validity: Estimates provided are valid for 30 days.

#### Payment Schedule:

- For any commissions under £100, full payment is required in advance before any work commences.
- For commissions of £100 or over, a 50% non-refundable deposit is required before research begins. Research will usually commence within 3 weeks of the deposit being received and cleared.
- The balance of payment is due upon completion of the research. Payment is requested within 30 days of the final invoice.

**Payment Methods**: Preferred payment is by bank transfer (BACs). Bank details will be provided upon request. UK Sterling Cheques are also accepted. Any alternative payment methods (e.g., PayPal) must be agreed upon at the outset and may incur additional charges, which will be met by the client.

**Included in Fees**: My fees cover the time spent familiarising myself with your research, analysing information, conducting research at libraries, archives, or other relevant premises, communicating with you (by phone and email), and preparing comprehensive reports and charts.

**Additional Expenses:** Costs for obtaining copies of certificates or documents from official bodies, photographs, postage, or specific travel costs for remote research are additional and will be discussed and agreed upon with you prior to being incurred. These will be charged at cost price.

**Budget Management:** A "limit of spend" will be agreed upon for your project and will not be exceeded without your prior written permission. Written permission includes email correspondence. If you wish to extend the scope or budget of research, a new deposit may be required for the continued work.

**Ownership of Documentation**: All documentation, reports, and charts generated remain my property until full payment is received. The completed research, reports, and charts will be sent to you once the full balance has been paid and cleared.

**Refund for Unused Hours**: If during the research it becomes clear that a project will not take as long as anticipated, or the research cannot proceed as expected (e.g., due to a lack of records), a refund of any whole unused pre-paid research hours will be made.

# Cancellation of Project

Client-Initiated Cancellations: In the event you decide to cancel a commission once research has commenced, the deposit paid is non-refundable. I will calculate the cost of research undertaken up to the point of cancellation, including any documents obtained during that period, and these accrued fees will be payable by you. A full research report will not be completed in such cases. However, documents obtained up until the cancellation will be sent to you after payment of any fees due.

My Right to Cancel: I reserve the right to cancel research for a client at any time. In such an event, any monies paid will be refunded, less any fees and expenses already accrued for work completed.



### Copyright and Use of Research

Reports and charts produced by TLF remain my copyright. They are provided for the exclusive use of the client and their immediate family only and may not be reproduced or published without my explicit written permission.

Documents obtained in the course of my research from archives, websites etc have their own copyright which will be communicated to you in my research report.

### **Data Protection and Confidentiality**

Confidentiality: All work undertaken by TLF will be treated in the strictest confidence.

**ICO Registration & GDPR**: I am registered with the Information Commissioner's Office (ICO) and adhere to the General Data Protection Regulations (GDPR). You can find me under my legal name Julia Muirhead, Registration No. ZA037243.

**Data Use & Retention**: I will hold your contact and family history information solely for the purpose of carrying out and administering the research you have commissioned. I will only retain your data for as long as is necessary to complete the research and to adhere to the record-keeping requirements of Her Majesty's Revenue and Customs (HMRC).

**Consent**: By contacting me and supplying your contact details, you give permission for me to contact you regarding your commission. By supplying information on living relatives (e.g., dates and places of birth), you consent to the use of that information for your research.

**Publicity**: Information related to your research may occasionally appear on TLF website or social media, but this will never reveal personal information of any living persons.

**Your Rights**: You have the right at any time to request a copy of the information I hold in relation to you and your research commission.

**Privacy Policy**: For more detailed information on how I collect, use, and protect your personal data, please refer to my full Privacy Policy available upon request.

#### Miscellaneous

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. In the unlikely event of any concerns or disputes, I will endeavour to address them quickly and reach a mutually agreeable solution through informal discussion.

**Errors or Omissions**: My research is undertaken with great attention to detail and professionalism. However, if, for any reason, there is an error or omission that is demonstrably my fault, I will endeavour to rectify it free of charge.

**Professional Standards & Complaints**: As a Associate of the Association of Genealogists and Researchers in Archives (AGRA), I abide by their Professional Code which can be found at <a href="https://www.agra.org.uk/about-code-of-practice">https://www.agra.org.uk/about-code-of-practice</a>. Should it be necessary their Complaints Procedure can be found at <a href="https://www.agra.org.uk/about-complaints-procedure">https://www.agra.org.uk/about-complaints-procedure</a>.

**Unexpected Circumstances**: It may occasionally be the case that the timescales for a project cannot be met due to sickness, closure of archives, delays in retrieving documents or other similar circumstances. If this does happen the delay will be communicated to you as soon as it is possible to do so.