



Terms and Conditions

Definitions

I/me/my means Three Surnames Genealogy.

You/Your means the client.

Your Information and Instructions

1. Your contract 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. Before beginning any research, I will confirm your instructions in writing and my understanding of any specific requests before commencing the research.
4. 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. Any effort expended during the course of the research which leads to information you already know or have found yourself but have not disclosed prior to research starting, will still be billed.
5. You understand that I cannot guarantee I will be able to find any particular person(s), family, event 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

6. 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 and feel involved at every stage.
7. I will not exceed the time commissioned by you without prior agreement.
8. I undertake to report findings of the research with detailed source citations of the information obtained, including detail of the unsuccessful searches.
9. Where research is not successful, I will provide information of the avenues that have been explored.
10. Paid time for any commission includes research, analysis, drawing charts and written report times.

11. In the case it becomes clear that research will not take as long as initially expected or research cannot progress as anticipated, any unused pre-paid research hours will be refunded to the client.

12. It may be necessary on some commissions for me to instruct other researchers as a necessity, either because of the distance to the area in which the records are held or because of a need for a particular subject specialism. In such cases, the researchers will be carefully selected based on their suitability and quality of work, and you will be consulted prior to them being instructed.

13. I remain the primary contact on all commissions and oversee all research conducted under the banner of Emma Devroey QG of Three Surnames Genealogy.

Professional Standard

14. As a member of the Register of Qualified Genealogists (RQG), I abide by their Professional Code.

Payment terms

15. For any commission, on receipt of instructions an estimate will be provided along with an invoice for 10% the initial payment which is required in advance. Any remaining balance becomes due on completion of the work, before the report and any of the supporting documentation is sent to you.

Additional expenses

16. UK GRO Registration Birth, Marriage and Death Certificates are obtained at the current full cost price from The General Register Office as either a Pdf or paper copy, depending on availability and your requirements.

17. Other additional expenses, which include for example International Travel, obtaining Archive photo permits, photocopies or Parish Register copies, will be agreed with you and obtained only after your consent.

18. All documents are supplied at cost price and will not be purchased without prior agreement and payment from you.

19. Any Additional Expenses as outlined in 15-17 above, will be itemised on the invoice, and paid for in full, in advance. If for any reason any of these pre-paid expenses are not then incurred at the time of the commission, the amount will be deducted from the final balance due.

Likelihood of Success

20. It should be noted that it is sometimes not possible to trace a family history as far back as expected or find the expected information in a document for a particular event. Research time includes any time spent searching, resulting in negative outcomes. However, all research may be considered positive if it is viewed that a particular document, event or direction of enquiry has been 'ruled out'. Any negative outcomes will be included in my report.

Cancellation

Your rights

21. You have the right to cancel your agreement with me at any time during 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 chose to exercise your right to cancel, you must do so in writing by email. 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 working days of the date of cancellation.

My rights

22. 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. Any outstanding payments will however remain outstanding.

23. If I have not received a reply from email within 14 days, I shall assume that you do not wish to proceed and will take no further action.

Limitation of Liability

24. Documents are provided and interpreted on an "as is" basis and I do not accept responsibility for any errors in those documents.

25. My liability for any actual, incidental, indirect or consequential loss or damage howsoever caused, is limited to the value of the contract.

26. The services of any third party instructed to assist in the research process are subject to these terms and conditions.

Copyright

27. Any documents prepared by me in the process of my research, including any charts, reports, transcriptions and translations remain my copyright and should not be published without my prior consent.

28. 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.

29. Birth, Marriage and/or Death Certificates provided by the relevant Register Office of England and Wales, Scotland or Ireland, or other Register Offices of other countries, either in Pdf digital format or certified paper copies of the originals, will be obtained by me acting as your agent and always remain in your ownership. Certificates remain the copyright of the Crown and will be fully acknowledged in my work.

General Data Protection Regulations (GDPR)

30. By agreeing to these terms and conditions you agree to me holding the personal details of you and your family (as are necessary for the purposes of research).

Complaints Procedure

31. In the unlikely event of you not being 100% happy with the research received I will endeavour to address any issues as quickly as possible and agree a recompense where appropriate. If I am unable to resolve your complaint satisfactorily, I would refer you to the RGQ's Resolution Procedure which can be found at the Register of Qualified Genealogists.

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