



Heather Evans

FAMILY HISTORY

Terms and Conditions

These Terms and Conditions ("Terms") set out the legal agreement between Heather Evans Family History ("I/me/my") and the client ("you/your") regarding the use of my services.

Services Offered

Heather Evans Family History provides the following services:

- 1. Paid Research**
Detailed genealogical research based on your specific requirements.
- 2. Online Consultations**
Interactive sessions aimed at honing your personal genealogy research skills or overcoming research challenges.
- 3. Other Services**
Planning genealogy field trips; Research verification; Transcription.

These services are subject to both general and, where appropriate, specific Terms outlined below.

A. General Terms

1. Confidentiality of Information

All personal and family information provided by you will be treated with the strictest confidentiality and will not be disclosed to third parties without your explicit written consent, except as required by law.

2. Payment

- 2.1 All payments are due in pounds sterling. Payment by bank transfer is preferred.
- 2.2 Payment is due on receipt of invoice.
- 2.3 Late payments may incur a penalty charge.
- 2.4 If necessary, overseas clients may pay by PayPal, which will incur a surcharge.

3. Professional Standards

As an Associate (pending) of the Association of Genealogists and Researchers in Archives (AGRA), I commit to adhering to AGRA's Code of Practice and Ethics.



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4. Complaints Procedure

4.1 If you are dissatisfied with any aspect of my services, please contact me directly. I will endeavour to address and resolve any issues as quickly as possible.

4.2 If a mutually acceptable solution cannot be found, AGRA has a [complaints procedure](#) which we would follow.

B. Terms Applicable to Paid Research

5. Initial Engagement

5.1 Before beginning research, I will require your formal acceptance of my detailed written quotation and these Terms. I will then confirm your instructions in writing.

5.2 Any existing relevant genealogical information / research data in your possession must be disclosed to me. It should be summarised and presented in an orderly electronic format. This will avoid the risk of research being inadvertently repeated.

6. Research Limitations

The nature of genealogical research is such that results cannot be guaranteed. It may not be possible to trace specific historical records or individuals due to various limitations. I am unable to predict how successful a search is likely to be.

7. Service Rights

7.1 I reserve the right to decline research projects where the chance of success would be deemed unlikely. This may be due to factors such as common names or insufficient data relating to dates and/or places of origin.

7.2. I reserve the right to decline research projects for which I do not possess the necessary skills, such as those requiring specialised knowledge in areas outside my specialisms.

7.3 In case of sudden illness or family crisis, I reserve the right to end a research project. Any unused prepaid research hours will be refunded to you. A report of work carried out to that point will be supplied and released to you on settlement of any payment which might be due.



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8. Project Commitments

8.1 Research will commence only upon:

- Confirmation of the project scope in writing.
- Receipt of an initial deposit and any prior research information.

8.2 I will not exceed the time initially commissioned by you without your prior agreement.

8.3 Progress updates will be provided according to the agreed goals and budget.

9. Research Problems

9.1 I will immediately notify you if research prospects prove to be poor, or research reaches an impasse. This will allow you to make an informed decision on project continuation.

9.2 Unsuccessful research still incurs charges. All negative outcomes are important in research. I will provide a full report, thoroughly documenting all avenues and sources explored.

9.3 Any whole unused prepaid research hours will be refunded.

10. Research Reporting

10.1 All research findings, analysis, and full details of sources consulted will be documented in a comprehensive report, which remains my copyrighted intellectual property.

10.2 No part of this report may be reproduced or published without my express written consent.

11. Additional Costs

Any additional expenses will be incurred at cost and require your prior approval. Examples may include:

- Travel expenses. Car journeys charged at 45p per mile. Parking and public transport expenses at cost.
- Costs for procuring necessary documents, for example certificates or wills.
- Incidental costs such as archival photography permits or photocopying.



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12. Research Pricing

12.1. Services are fully customised to meet individual client needs and are priced accordingly.

12.2. Time billed includes: groundwork preparation, research, analysis, report writing, and communication related to the project.

12.3 Research services are billed from £25 per hour.

12.4 Full payment in advance is required for projects costing £100 or less.

12.5 Larger projects require a 50% deposit, with the balance due on completion of the work. On receipt of the remaining balance, the report and any supporting documents will be released to the client.

12.6 In the event of project termination initiated by me, unused prepaid research hours will be refunded.

C. Terms Applicable to Online Consultations

13. Online Consultations

13.1 Each session includes pre-consultation preparation time, a 40-minute online meeting, and a follow-up email summary.

13.2 Flexible scheduling options may be available for multiple sessions.

14. Consultation Pricing and Payment

14.1 Consultation services are billed at £50 per consultation.

14.2 Sessions must be prepaid and require advance notice for cancellation and rescheduling at a mutually convenient time.

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October 2024