

GENEALOGICAL SERVICES AGREEMENT

Between

(Insert Name of Client)

and

Nikki Paine of Ancestry and Heirs



Agreement

This document describes the agreement between us regarding this request for genealogical research and related services. If you agree with the terms herein, please sign this document, take a copy for your records, and return the whole document. This agreement will become effective when I have received:

- a) a copy of this contract with your signature indicating acceptance of the terms herein;
- b) payment as indicated;
- c) any background materials required.

Services

The genealogy research services contracted shall include: reviewing information provided by the Client; formulation of a work plan; genealogical and related research; analysis of evidence; evaluation and where necessary translation/transcription of documents; a written report. I will use my professional judgment to carry out the research in the most productive manner to achieve your goals. I do not wish to duplicate work already performed, but there will be some necessary checking of information supplied by you if it seems that earlier researches are incomplete or incorrect or conclusions unjustified.

Report

The report will include:

- a) a summary of successful and unsuccessful searches;
- b) where appropriate, pedigree charts, family group sheets and other charts or sheets to illustrate the research (which are summaries only and are not to be construed as evidence of the data summarized therein);
- c) evidence to support any conclusions (in the body of the report);
- d) negative findings and unsuccessful searches (which are chargeable work).
- e) copies of documents (where permitted by copyright, licensing and/or other restrictions) and, where applicable, translations/transcriptions or abstracts of documents,
- f) recommendations for further research.

I will always try to find primary and reliable sources. Where secondary sources are used, this will be made clear, and an assessment made of the reliance that may be placed on them.

Should it become clear at any point that little information is likely to be found, the Genealogist will inform the Client and discuss whether to end the research. In such a case, any unused portion of the fee will be reimbursed to the Client.

I intend to send your report to you as quickly as possible, and within 6 – 8 weeks or sooner. If it seems that the timescale must be extended, I will contact you to discuss this.

I will discuss with you, at the outset, whether or not you wish to be told about potentially distressing or uncomfortable discoveries, such as:

- family events - illegitimacies, divorces, remarriages, adoptions
- court and legal events – arrests, imprisonments etc.
- medical – illnesses, causes of death (including murders and suicides) etc.

Limitation

I will not disclose details of living persons except in the following circumstances:

- where a previously-unknown living relative or other living person is discovered, I will contact you as the Client, without naming the living relative.
- if agreed, and additional to this schedule of work, I will attempt to contact the person concerned and only if both parties agree, they will be put in contact with each other.

Fees and expenses

For the Silver Research Package the cost is £280

For the Gold Research Package the cost is £480

For the bespoke research an initial fee is chargeable at the agreed fee per hour for an agreed number of hours, payable in advance.

Should the Client require additional work, a suggested schedule of research and costs will be negotiated.

Other charges will be billed on completion of each contracted stage of the project.

- Research time includes personal, telephone and/or e-mail consultations with the Client.
- Reasonable expenses will be reimbursable by the Client. This will include the costs of reasonable travel, entry fees to archives etc., postage, photocopying, printing, acquisition of photographs and documents, certificates, transcriptions, purchase of necessary books and/or CDs. I will check with the Client before incurring any significant expense on an item or service.
- Travel is charged at cost and at the second-class train or bus fare, or if by car, at 45p per mile.
- Photocopies are charged at 5p per A4 sheet, 10p per A3 sheet.

Previous work

Please attach copies of original records for the person(s) or family of interest, including group sheets or charts, known dates and places of birth, marriage, and death and places of residence; other significant life events including occupations, military service, religious affiliation, information on siblings etc.; any copies of records (vital records, censuses, land records, church information etc.); a GEDCOM or Family Tree Maker file of the relevant genealogy (on CD or sent as an e-mail attachment).

Disclaimers

The Client understands that the Genealogist cannot guarantee finding any person or person(s), family, or other information, and that the Genealogist cannot predict whether a search will be successful or unsuccessful

Copyright and Future Use of Work Product

The Client becomes the owner of the report in its physical form. However, it remains the copyright of the Genealogist, and the Client must obtain the Genealogist's express written permission to publish any part of the report in any format, printed or electronic.

The Client may make a small number of personal copies of the copyrighted report, but you agree that you will not otherwise publish or make multiple copies of the report without written permission. You further agree that if you make limited distribution of any anything that includes my research, in whole or in part, you will report it accurately and credit the source. All attributions, document footers and copyright statements must be retained in any copy made.

The Client should also be aware that the copies of any documents or other materials supplied with the report may be subject to third-party copyright and should not be reproduced or sold on in any way without the express written permission of the copyright holder. I will be happy to help the Client seek such copyright.

Code of Ethics

I agree that professionalism in genealogy requires ethical conduct in all relationships with the present or potential genealogical community. I am a member of the Association of Professional Genealogists and I therefore agree to abide by their code of conduct, and:

1. Promote a coherent, truthful approach to genealogy, family history and local history.
2. Present research results and opinions in a clear, well-organized manner; fully and accurately cite references; and refrain from withholding, suppressing, or knowingly misquoting or misinterpreting sources or data.
3. Promote the trust and security of genealogical consumers.
4. Advertise services and credentials honestly, avoiding the use of misleading or exaggerated representations; explain without concealment or misrepresentation all fees, charges, and payment structures; abide by agreements regarding project scope, number of hours, and deadlines and reporting schedules; keep adequate, accessible records of financial and project-specific contacts with the consumer; and refrain from knowingly violating or encouraging others to violate laws and regulations concerning copyright, right to privacy, business finances, or other pertinent subjects.

5. Support initiatives that preserve public records and access to them.
6. Be courteous to research facility personnel and treat records with care and respect; support efforts to locate, collect, and preserve the records by compiling, cataloging, reproducing, and indexing documents; refrain from mutilating, rearranging, or removing from their proper custodians printed, original, microfilmed, or electronic records.
7. Promote the welfare of the genealogical community.
8. Give proper credit to those who supply information and provide assistance; refrain from (or avoid) knowingly soliciting established clients of another researcher; encourage applicable education, accreditation, and certification; and refrain from public behavior, oral remarks or written communications that defame the profession, individual genealogists, or the Association of Professional Genealogists.

Applicable Law

This contract has been drawn up under English Law and is covered by the UK Court jurisdiction only.

Return of this document.

The completed and signed copy of this document may be scanned and sent as an e-mail attachment, or by postal or courier delivery.

Payment

Charges for research are as set above.

- Payment should be by cheque or bank transfer. Once this document has been received, completed and signed, you will receive a Payment request for a deposit of 50%, which will have all the relevant payment information.
- Payment will be in Pounds Sterling (GBP) and converted into your local currency at the rate obtained on that day.
- No work will be undertaken until deposit is received
- Certificates will only be purchased with your agreement and charged at the General Registry Office rate, currently £9.25

Genealogist

Nikki Paine

Date 03 October 2015.

Client's name

I accept this agreement:

Signed

Date

Client details

NAME: _____

ADDRESS: _____

_____ Postcode _____

PHONE: _____ FAX: _____

EMAIL: _____