



Past to Present Genealogy

Terms and Conditions

Fee Structure

Family, local and house history research requirements are unique to the individual person or building. Most people choose to cap research at a specific number or hours as they work their way through compiling their family trees, or attempt to overcome specific brick walls. This allows them the flexibility to tailor the research package to their individual needs. House history can similarly vary, depending on the age and type of house.

Because of this I find it best to charge an hourly rate. This has been held at £30 per hour for bookings from 1 September 2023.

The full details of my payment terms are:

- A free initial 30-minute consultation to enable me to establish what is required.
- An hourly research rate, applying to research and report-writing. My current rate is £30 per hour.
- I am happy to undertake small as well as large commissions. My minimum research time block is set at one hour.
- Chargeable time includes the time I spend researching and analysing information, and preparing the report. This may include drop-down pedigree charts if requested. It also includes time spent on emails or telephone calls to the client. I also factor in travel time, subject to the exceptions below.

- For commissions above four hours I generally do not charge for my travel time to and from archives and repositories within West Yorkshire, unless repeat visits are required because of changes to the agreed commission. Under this time, and outside this area, I reserve the right to charge for travel time, but I will confirm in advance.
- Travel costs to repositories such as Record Offices, archives, local studies libraries etc., as well as cemeteries and wider associated family locations are charged at the current H.M.R.C. mileage rate (45p per mile). I will always use the most cost-effective route. Parking fees, where applicable, will be charged at cost. If I travel by public transport this will be at cost.
- Third-party expenses, such as for marriage bonds and allegations, probate documents and General Register Office (GRO) of England and Wales civil registration certificates, or those civil registration documents from GRO Ireland etc., are charged at cost price. They must be paid for in advance or ordering.
- Where archives and record offices charge fees for visits, photographic passes, or photocopying services etc., these are charged at cost price. It is often not possible to judge in advance of the visit whether photographs and photocopies will be needed. The understanding is that I have the authority to purchase them if I do visit these locations for your research and believe they are necessary. I will inform you in advance of any such visits to obtain consent. If do not wish me to go ahead with purchasing these materials, it is incumbent on you to let me know at this stage.
- Reports, and other ancillary documents, are sent via email. The final report is in PDF format. If you require hard copies, these will be charged at cost, including postage and packaging.
- Stationary, such as printed reports, family tree charts, sending out documents etc., are charged at cost.
- Quotations of £100 or below are to be paid in full before research commences. Above £100, a 50% deposit is required. I reserve the right not to undertake work without these advance payments.
- Payments are to be made in pounds sterling via cheque (UK customers only, and cleared before work commences), bank transfer (including any associated fees) or PayPal (including any fees).

- If it becomes clear that the research cannot progress as anticipated, any unused pre-paid research hours will be refunded to you, the client.
- Final payment must be received before the report is sent.

At all cost-incurring stages I will consult with you before undertaking work. Although please see the special provision around photographic passes and photocopies when visiting repositories.

I will not exceed the number of hours commissioned without agreement. This means you are in total control of the costs and there will be no unwelcome payment surprises.

Your Part in Your Family, Local or House History Journey

Family, local and house history research is a two-way journey, and I will keep you updated on progress as I undertake your research commission.

The best research, and most cost-effective use of your and my time, is where clear outlines of the issue and research aims are provided at the outset.

This includes precisely setting out what you are hoping to find out, providing details of what you already know including key names and dates, certificates obtained etc., differentiating between any facts and family rumours, and informing me about the outcomes of any research you have already undertaken, including any negative searches.

I will base my research plan on this information, and will not check the information you provide for accuracy unless explicitly asked to do so. It is therefore important you ensure the information you give me is as honest, accurate, and complete as possible. Inaccurate information may result in wasted research time, duplication of work you have already undertaken, and disappointing or misleading results.

If I need further clarification as research progresses, I will contact you. Unless you have allocated a sum upfront for certificates, this includes contacting you

confirming any certificate or document ordering etc. which I feel is necessary to progress the research.

My Commitment to You

I will give the same dedication and attention to researching your family, house or local history as I would to researching my own. I will clarify my understanding of your research needs before I commence work and provide a research schedule. Once work is underway, I will provide regular updates.

Please be aware because I am helping several people with research at any one time, there may be a time delay between me accepting any research commission and commencing the work. I will inform you of the planned start date when we are discussing your requirements. There may also be delays in responding to emails. To be fair to everyone I do try to prioritise my research and reports in order of when commissions are received.

Also be aware that archives have restricted opening hours and operate appointment systems. There may also be issues with documents ordered once I visit the archive, which can also impact on research timescales. In addition, document orders through third-parties, such as the GRO, are subject to their order timescales, and may be subject to postal delays. These factors are beyond my control, and may impact on the timing of my work. However, if you have a specific deadline for a special occasion, please let me know. I will do my best to accommodate it.

It may be that in some rare cases I will need to instruct another researcher to undertake a portion of the research. Examples could be when it becomes clear that a key set of documents are in an archive some distance away from me. In these circumstances I will consult with you and agree upon whether I should visit the archive or, if it would be more cost-effective, engage another suitable, professionally qualified researcher to undertake that part of the work. I will not disclose your identity or personal information to any third-party researcher. The only information I would share would be limited to information which would enable them to undertake the specific research commission. Any third parties I instruct will adhere to my terms and conditions, but they may also have their

own terms and conditions. It is the client's responsibility to ensure they read and understand them.

Finally for this section, it is important to recognise that family and house history research can turn up very unexpected results, and these may occasionally touch on very difficult subjects which could potentially be distressing. Should these issues arise, I will commit to dealing with them with the utmost sensitivity and with full confidentiality.

Success Guarantee

Please be aware that family history research is not guaranteed to find that illusive ancestor, to trace back as far as hoped, or to find the expected information in a particular document. The cost of research will be payable even if nothing is found. Research is rarely straightforward and can take many unexpected twists along the way. The allocated research time may therefore prove to be insufficient. There may ultimately be a lack of documentary evidence to reach a firm conclusion. But in these cases, the research I have undertaken will rule out documents and lines of enquiry which in itself can be a positive. Any negative outcomes will be included in my report, as will any further areas of research.

Reports and Copyright

At the end of my research, I will produce a full, clear, and concise report via PDF. The report will be issued on receipt of final payment. It will:

- Identify search parameters.
- Outline the documents examined.
- Include full source citations as identified at the time of research. Note these source citations will be as identified from the various providers/archives and I cannot guarantee the accuracy of these third-party references, or that there will be any changes to their referencing in the future.
- Provide an explanation of these sources where necessary.
- Include a drop-down pedigree chart, if requested.

- Include details of both positive and negative search avenues.
- Include a summary of research outcomes and suggested next steps where applicable.
- For house histories, this report will be in a narrative format.

Where I am not permitted to reproduce images of key documents referenced in the report because of copyright restrictions, they will be either transcribed or abstracts provided.

Where copyright allows (e.g., GRO certificates purchased on your behalf which will remain the copyright of the Crown), I will include the image of the document along with a transcript or summary, as appropriate.

Archives have copyright restrictions on research photographs I take. Before these images are passed on to you, you will have to sign a similar copyright declaration for the archive, with the wording as set out by the specific archive.

Please note that all the documents provided from third parties, including from archives where I act as your agent, are for your research purposes only, they will be subject to copyright restrictions and must not be shared, published, or distributed in any way. Similarly, any documents prepared by me in the process of my research – including the report, transcriptions, charts – remain my copyright and must not be shared, published, or distributed without my consent. By engaging me for your research you agree to these terms.

Specific Terms Not Covered Above

General Data Protection Regulations (GDPR)

With regard to GDPR, 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 as I am required to retain by law for a minimum period of five years.

I will keep your personal information on a password secured computer, and your information will only be used to communicate with you about your research, and to process payment.

I will categorically not sell on your personal information.

Your family or house history research, personal information, correspondence and report will be confidential. I will not disclose it to anyone without your permission.

Non-Performance

If I am unable to complete your research because ill-health has rendered me unable to work, I will provide a full report of work carried out to date, along with the supporting evidence and documents. I will give consent to this to be shared with any family history researcher of your choice to enable them to complete the commission. You agree to pay for all the work completed up to that point and, where pre-payment has been made, I will refund the balance of any unused hours within 14 days.

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, the balance will be returned as soon as ever possible, subject to the laws of probate of the country in which I reside.

Cancellation

In the event you decide to cancel once the research has commenced, there will be no refund of the deposit paid. I will calculate the cost of the work undertaken to the point of cancellation, including any document costs, and any additional costs over and above the deposit costs will be payable by the client. No research report will be produced.

Past to Present Genealogy reserves the right to cancel research for a client at any time, and refund any monies paid, less fees accrued.

Limitation of Liability

My liability is limited to the value of the contract. Genealogical research involves examining original documents, or transcripts of them. These may be misleading, inconclusive, have gaps or damage, and even contain untruths. All documents and records are provided on an “*as is*” basis and I am not responsible for any inaccuracies in those records.

Associate Member of The Association of Genealogists and Researchers in Archives (AGRA) Code of Practice, Ethics and Complaints Procedure

As an Associate Member of AGRA, I abide by their Professional Code of Practice and Ethics, which can be found [here](#).

As part of this, in the unlikely event that you are unhappy with the work I have undertaken for you, I will do my best to address your issues. AGRA also have a complaints procedure which can be found [here](#).

Legal Jurisdiction

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

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21 November 2024