



Leaves

Family History Research Services

Terms and Conditions

These are the Terms and Conditions of Research as set out by Leaves Family History Research Services (identified as 'the Researcher') with any paying customers (the Client). The Client must understand and agree to the information set out below before research will commence.

1) The Business:

- Leaves Family History Research Services is run by Anne Sherman of 65 Church Road, North Ferriby, East Yorkshire.
- The business is registered with HMRC and the OCI (Reference: ZA022997. <https://ico.org.uk/ESDWebPages/Entry/ZA022997>)
- Contact can be made via email (anne@leavesfamilyhistory.co.uk) or telephone 07534071205 Monday to Friday between 10am and 6pm local time.
- It is our responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us.
- As a member of the Register of Qualified Genealogists (RQG) I abide by their Professional Code which can be accessed here: <https://www.qualifiedgenealogists.org/the-professional-code>.
- Any complaints about the service provided by this business should be given in writing as soon as possible. If the result of the complaint is not suitable you can use the RQG Resolution Service. <http://www.qualifiedgenealogists.org/wp-content/uploads/2017/11/Resolution-Procedure-Nov-2017-v1.pdf>

2) Charges:

- a) Charges for research range from £30 per hour to portfolios priced from £500. Payment is agreed with the client prior to payment and is dependent on their exact requirements.
- b) A deposit will be required for all work before research will commence. All Pay as You Go research must be paid in full before research commences.

Payments by cheque will involve a two week wait before researched information is released to ensure that the payments clear the banking systems. Payments can also be made via Bank transfer. Details will be given once payment has been agreed.

- c) Extra certificates and documents will only be purchased with the written agreement of the client and will be charged at cost price.

Research may include visits to either the East Yorkshire Archives in Beverley, the Hull History Centre or the Lincolnshire Archives in Lincoln.

Visits to other Archive Offices, if requested and agreed in writing by the Client, will incur travel expenses and accommodation expenses if the distance requires overnight stays. Copies of receipts will be included with the invoice for work done.

The Researcher reserves the right to use 3rd party researchers for specific research requested by the Client outside England and Wales, within the National Archives, London or outside the expertise of the Researcher. This will be discussed and agreed in writing with the Client and will involve an extra cost dependant on the 3rd Parties involved.

- d) Pay as You Go research will require time for compiling and preparing relevant charts and reports for every hour paid for, therefore a minimum of 3 hours is required. The reports and charts will be delivered electronically (usually by email or an online cloud based system) unless otherwise agreed in writing. Postage charges may be incurred if not sent electronically.
- e) All research, other than those in binders, will be delivered electronically (usually by email or an online cloud based system) unless otherwise agreed in writing. Postage charges may be incurred if not sent electronically.
- f) Research in binders will be sent by 2nd Class Royal Mail Registered (Signed for) post in the UK. It is the responsibility of the Client to give the Researcher a secure address where the package can be signed for. If the Client requires next day or overseas delivery this will incur an extra charge.
- g) All extra postage costs will equate to the total postal charge minus the cost of the originally agreed service. All prices are determined by the Post Office at the time of postage.
- h) Gift Vouches supplied by the Researcher will be for either a set package (Package Vouchers) or a specified amount of money (Cash Vouchers). Only those with a specified amount of money can be used as part payment towards higher priced offers. Cash Gift Vouchers may not be used towards the deposit.
- i) No research information will be given (either electronically or posted) until FULL payment has been made.

3) The Right to Cancel.

- a) You have the right to cancel this contract within 14 days of the first payment being made. I can, however, start the research before the 14 day cancellation period ends if:
 - i) I email you with the date the research will begin and that is before the end of the cancellation period. In this case you will lose the right to cancel the contract once the research has been completed.
 - ii) You send me a confirmation email that indicates that you agree to the research starting within 14 days and that you acknowledge that you will lose the right to cancel the contract once it has been fully performed.
- b) This does not prevent you from exercising the right to cancel the contract within the 14 day period but if I have started the research I will charge for the cost of the research conducted up to the time of cancellation. If the research has been completed within the 14 days then you lose the right to cancel upon completion of the service.
- c) If you inform me that you wish to cancel the contract, any ancillary contracts are also terminated. I must therefore inform any other trader, with whom you have an ancillary contract that this is terminated.
- d) This does not include the order of birth, marriage or death certificates made on your behalf as the GRO does not allow cancellation or amendment of orders once made.
https://www.gro.gov.uk/gro/content/certificates/most_customers_want_to_know.asp#Delivery

6

- e) To cancel this contract, notification must be given in writing via post or email. (See Section 1 for details). You can access the cancellation form here:
<https://leavesfamilyhistory.co.uk/cancellation-form>
- f) You will be reimbursed in full within 14 days after notification has been received unless the research has already started in line with section 3a.

4) The Research:

- a) All research undertaken will cover Births, Marriages, Deaths (BMD's) and Census Returns. Indexes will be used for BMD's unless the client agrees to pay for the purchase of the appropriate certificates. Portfolios include up to two birth, marriage or death certificates (or PDF equivalent).

Please note that exact dates of birth, marriage and death may only be available by purchasing such certificates (available from July 1837 only) which cost at least £9.25 each, therefore approximate dates using indexes to the registers will generally be used. E.g "Abt March qtr 1900".

Research will also include online baptism and burial records if available, a Probate Calendar Index check and Military Service if applicable. Additional checks could include newspaper archives and specialist occupation databases etc.

WW2 Military Service documents which are not freely available will need to be ordered by the serviceman's next of kin, as those who are not classed as next of kin (including researchers) can only purchase a restricted version. Assistance with the application will be offered if the client wishes to make this purchase. Many WW1 Service Records were destroyed during WW2 so may not be available.

- b) All Clients are encouraged to provide information or copies of any relevant documents they already hold to allow for a more efficient use of research time.

The Researcher will check the basic information given to ensure it is accurate.

All the information the Client holds needs to be disclosed before research starts. Anything found by the Researcher that duplicates something they already know, or have found themselves during the research period, will still be billed for.

- c) All prospective Clients should understand that it may not be possible to trace a family line as far back as requested or find specific information. However all research carried out will be recorded to show which avenues have been researched. Only in extreme cases will a partial refund be given and this is at the discretion of the Researcher.

The Researcher reserves the right to decline cases where the likelihood of success is expected to be low e.g. a starting point of "John Brown born about 1900", or involves research outside of England and Wales.

- d) Scottish and Irish research may be undertaken and would require an extra cost to allow access to the relevant archives.
- e) The Researcher reserves the right to use specific research in publications, course materials and academic research. Client details or those of any living people will not be disclosed.

5) Copyright:

- a) In many cases documents are likely to be covered by copyright and this may require a transcription to be included rather than the image of the actual document.

Clients should be aware that they cannot publish any images or documents found, either online or in paper form due to copyright restrictions.

6) Sensitive Information:

- a) Clients should be aware that information that may be classed as being sensitive either by the Researcher, Client or Client's family. This information could include illegitimacy, bigamy disabilities, mental health issues and criminal activities.

The Client needs to be aware of these issues and discuss how they should be relayed to them by the Researcher prior to any research commencing.

ALL information found will be included, unless it relates to living people as their privacy is protected by the Data Protection Act.

It is the Client's responsibility as to how they relay any information deemed to be sensitive to other family members.

7) Data Protection:

The General Data Protection Regulations (GDPR) requires that we have your full consent to holding your personal information required to conduct this research and for invoicing purposes. Details can be found here: <https://leavesfamilyhistory.co.uk/privacy>.