

Terms & Conditions – Family History Research Services

(Effective from 10 December 2025)

Please read these Terms & Conditions carefully. They form the legally binding contract between you and us when you commission genealogical or historical research services.

1. About Us

1. We are Achievements, a professional genealogy and family-history research business. Our principal place of business: 80 – 82 Northgate, Canterbury, Kent. CT1 1BA
Email: enquiries@achievements.co.uk Telephone: 01227 462618 Website: www.family-history.co.uk.

2. Our Services

- 2.1 We provide bespoke genealogical and historical research services (“the Services”).
- 2.2 Research is normally presented as a written narrative report in PDF format together with scanned images or transcripts of original documents, citations, analysis, and (where appropriate) a family tree diagram or charts.
- 2.3 We will agree the precise scope of the research objective(s), the budget, and any specific deliverables with you in writing before work begins.

3. No Guarantee of Results

- 3.1 Genealogical and historical research is, by its nature, dependent on the survival, accessibility, and accuracy of historical records.
- 3.2 We cannot and do not guarantee that we will be able to trace any particular individual, family, event, or answer any research question.
- 3.3 In some cases it may prove impossible to progress beyond a certain point or to achieve the desired outcome despite exhaustive research.

4. Research Process & Communication

- 4.1 We will keep you regularly informed of progress.
- 4.2 If significant difficulties arise or it becomes clear that the agreed budget will be exhausted before the research objective is met, we will contact you promptly to discuss options (e.g. re-scoping the project, increasing the budget, or concluding the research at that point).
- 4.3 Typical turnaround for most projects is 6–8 weeks from commencement, but complex or large projects may take longer. We will give you a realistic estimated completion date when the work is commissioned.

5. Fees & Payment

- 5.1 All fees and expenses will be agreed with you in writing before research begins.

5.2 We normally require payment of an agreed proportion of the total fee in advance (the “Deposit”). The amount and any subsequent instalments or payment plan will be confirmed in writing.

5.3. Our fees are calculated either on an hourly basis or as a fixed fee for an agreed package of work. Where we charge by the hour, reasonable out-of-pocket expenses (such as certificates, archive admission fees, travel, postage, and copying charges) will be added, together with VAT at the prevailing rate where applicable.

5.4 Invoices for the balance (or for further instalments) will be issued at agreed stages or on completion. Payment is due within 14 days of the invoice date.

5.5 If you fail to pay any invoice when due, we reserve the right to suspend or terminate the research until payment is received and to charge statutory interest on overdue amounts.

6. Expenses & Additional Costs

6.1 You authorise us to incur reasonable expenses on your behalf up to the agreed budget. Any anticipated expense exceeding £50 (or another agreed limit) will be approved by you in advance.

6.2 Certified certificates (birth, marriage, death, census returns, etc.) are charged at cost plus any administration fee we notify you of.

7. Cancellation & Refunds

7.1 You may cancel the commission at any time by giving written notice.

7.2 If you cancel:

- You will be liable for all time spent and expenses incurred up to the date we receive your cancellation notice.
- We will refund any unused portion of the Deposit after deducting the above amounts.

Work already completed (including any report or partial report) remains your property once paid for.

7.3 We reserve the right to terminate the commission if we believe continued research is unlikely to be productive or for any serious breach of these terms. In such cases we will refund any unused portion of the Deposit after accounting for work done and expenses incurred.

8. Intellectual Property & Copyright

8.1 The final report, family tree, transcripts, translations, and any original analysis we create are our copyright. On full payment we grant you a non-exclusive, perpetual licence to use the materials for your personal, non-commercial purposes.

8.2 You may share the report with immediate family members, but you may not publish, sell, or distribute the materials (or any substantial part of them) commercially or publicly without our prior written consent.

8.3 Scanned or photographed copies of original documents remain the property of the respective archives or copyright holders; we supply them for your private research use only.

9. Confidentiality & Data Protection

9.1 We treat all information you provide and all research findings as confidential.

9.2 We are registered with the Information Commissioner's Office and process your personal data in accordance with our Privacy Policy, which is available at www.family-history.co.uk/privacy and forms part of these Terms.

10. Liability

10.1 We will carry out the research with reasonable skill and care and in accordance with the AGRA Code of Practice.

10.2 We do not accept liability for any loss or damage caused by errors or omissions in historical records, or by the unavailability of records.

10.3 Our total liability to you (except for death or personal injury caused by our negligence or for fraud) shall not exceed the total fee paid or payable for the Services under the relevant commission.

11. Complaints

11.1 If you are unhappy with any aspect of our service, please contact us in writing as soon as possible.

11.2 We will acknowledge your complaint within 5 working days, aim to resolve it within 21 working days and in accordance with our complaints policy.

12. Governing Law & Jurisdiction

These Terms and any contract between us are governed by the laws of England and Wales. Both parties agree to the exclusive jurisdiction of the courts of England and Wales.

13. General

13.1 These Terms, together with our written quotation or commission agreement, constitute the entire agreement between us and supersede any prior agreements or understandings.

13.2 We may update these Terms from time to time. The version in force when you commission research will apply to that commission.

By commissioning research from us you confirm that you have read, understood, and agree to be bound by these Terms & Conditions.

Achievements Date: 10 December 2025