

The History Detective

Record Retrieval – Terms and Conditions

1. Terms of Engagement

1.1 Before beginning any work *The History Detective* will confirm our understanding of the project to be undertaken and ensure agreement of this understanding with the client before commencing the research.

1.2 It is the responsibility of the client to ensure that the details of any previous research have been conveyed to *The History Detective* to avoid any research being inadvertently repeated.

1.3 *The History Detective* will not exceed the time initially commissioned by the client without prior agreement.

1.4 *The History Detective* will undertake to report the findings of the research with detailed sources of the information obtained. Where research is not successful we will provide information as to the avenues that have been explored and what other avenues may prove useful.

1.5 Paid time includes research, analysis, report writing and time spent communicating with the client by telephone, email, text and in person.

1.6 If during the research it becomes clear that the said research will not take as long as initially quoted or research cannot progress as anticipated, we will only invoice for the time undertaken in research. In the situation that the research hours have been pre-paid, unused research hours will be refunded to the client.

2. Payment Terms and Fees

2.1 For searching, record retrieval and copying of wills and probate records and inquests only, all clients will be quoted before commencement of research. Payment in full is required at the completion of the research upon the issue of an invoice and within 7 days.

2.2 any subsequent research will be agreed upon between *The History Detective* and the client and will be payable on invoice at the completion of the project and within 7 days of invoice being issued.

2.3 An hourly rate is charged for time spent on research, record retrieval and copying of the above records. Electronic copies are free of charge, however, should the client require hard copies of any records, a copying fee will be charged and agreed upon prior to commencement.

2.4 If extensive travel is required, it will be agreed upon by both parties and will be charged at an hourly rate.

2.5 Expenses are charged at cost (e.g. birth, marriage and death certificates, postage etc.).

2.6 All prices quoted are in Australian Dollars. *The History Detective* does not accept payment in any other currency. The preferred method of payment is direct bank transfer. Bank account details will be provided upon invoice. Cheques are to be made payable to *The History Detective* and must clear prior to any work being undertaken.

3. Likelihood of Success

3.1 It should be noted by any prospective client that it is sometimes not possible to locate a particular document or record. For example, if a record was never created, subject to archival disposal and retention laws and destroyed or even lost by the agency who created it. However, all research may be considered positive if it is viewed that a particular document or direction has been "ruled out".

3.2 Genealogical and historical research can be a lengthy and challenging exercise that from time to time may produce little or no positive results and the client is reminded that payments are for research services provided and payments must be made even if the research fails to provide the client's desired result. The research is carried out in incremental steps. Clients are also advised that this can sometimes take longer than they might wish.

4. General Points

4.1 *The History Detective* reserve the right to decline cases where we consider the likelihood of success to be low and will be discussed with the client.

4.2 All research and retrievals commissioned to *The History Detective* will be conducted by Derek Reid except for research or retrievals that require specialist input. In the event that the use of a third-party specialist is required, the matter will be discussed and agreed upon with the client ahead of the research. In the event specialist research or retrievals are required, *The History Detective* will do our utmost to locate details for third-party specialists who may be able to assist. Client details will not be shared with a third party without prior consent.

4.3 The client and researcher (*The History Detective*) shall maintain regular verbal and/or written contact, communicating as appropriate any details, issues, suggestions, questions and/or timeframes in order to ensure a smooth and effective working relationship.

4.4 All information provided by the client will be held as confidential by the researcher and *The History Detective*.

4.5 Reports supplied by the researcher (*The History Detective*) to the client are copyright of the researcher and must not be reproduced, amended or published, including in electronic form without prior written consent of the researcher.