



# Forefathers

10 Withyholt Park, Cheltenham, GL53 9BP, UK

Tel: +44 (0)1242 323550

Fax: +44 (0)1242 323117

[research@forefathers.co.uk](mailto:research@forefathers.co.uk)

<http://www.forefathers.co.uk>

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## TERMS AND CONDITIONS OF SERVICE

### 1. Application

- 1.1 These Terms and Conditions shall apply to the provision of Services by Forefathers Ltd. to the Client.
- 1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by Forefathers Ltd. in writing.

### 2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Agreement”</b>	means an agreement between Forefathers Ltd. and the Client entered into by the same which shall incorporate, and be subject to, these Terms and Conditions;
<b>“Business Day”</b>	means Monday to Friday;
<b>“Client”</b>	means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from Forefathers Ltd.;
<b>“Fees”</b>	means the fees payable by the Client under Clause 4 in accordance with the Terms of Payment;
<b>“Services”</b>	means the services to be provided by Forefathers Ltd. to the Client;
<b>“Service Provider”</b>	means Forefathers Limited, its employees, representatives and subcontractors; and



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**“Terms of Payment”** means the terms of payment of Fees as set out in Clause 4.

2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.2.1 “writing” includes fax and email and other electronic forms of text delivery;

2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;

2.2.4 a Schedule is a schedule to these Terms and Conditions; and

2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.

2.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

### 3. The Services

3.1 With effect from the Commencement Date Forefathers Ltd. shall, in consideration of the Fees being paid in accordance with the Terms of Payment provide the Services to the Client.

3.2 Forefathers Ltd. will use reasonable care and skill to perform the Services.

3.3 Forefathers Ltd. shall use all reasonable endeavours to complete its obligations under the Agreement, but time will not be of the essence in the performance of these obligations unless specifically agreed at between Forefathers Ltd. and the client at the time the services were engaged;

3.4 Completion times are judged based on prior experience and are estimates only. it is impossible to predict in advance how easy or how complex a particular piece of

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research will prove to be. If research is time critical, this should be made clear to Forefathers when the services are agreed and Forefathers will then endeavour to achieve as much as possible by the target date. If a deadline for the work is not agreed at the outset, Forefathers will provide an estimated completion date, which may vary depending on other workload and how the project progresses. Forefathers will endeavour to keep the client apprised of progress and any significant delays or obstacles encountered.

- 3.5 Payment is due for time spent conducting agreed research. Research may not result in the expected or desired outcome and, in some circumstances, no relevant documents or information will be discovered. Payment for services is not contingent upon the outcome of any matter.
- 3.6 Research is conducted in accordance with prevailing professional standards in genealogy, including the Code of Ethics of the Association of Professional Genealogists.
- 3.7 You agree to provide Forefathers Ltd. with all relevant information you possess related to the question or topic being researched, including copies of reports or summaries of previous research on the matter.
- 3.8 Forefathers Ltd. agrees to keep that information confidential and will not disclose any documents or details to third parties without your prior consent.
- 3.9 Forefathers is registered with the UK Data Commissioner and will conform to the terms all relevant legislation related to the holding of personal data and management of private information.
- 3.10 See the separate Privacy Policy for full details of what data is held and how it will be used.

#### 4. Fees

- 4.1 The Client agrees to pay the Fees according to the following rates:
  - a) Research work: £25 (GBP 25.00) per hour
  - b) Travel time: £10 (GBP 10.00) per hour after the first 60 minutes
  - c) Travel by car: 45p (GBP 0.45) per mile.
  - d) Other reasonable expenses incurred in the course of work are charged at cost.

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- 4.2 A deposit payment of £50 or 50% of the agreed fee or budget is required in advance (whichever is the higher amount). The balance is invoiced on completion of the agreed work.
  - 4.3 Forefathers Ltd. is not VAT-registered.
  - 4.4 Where a budget has been agreed, Forefathers undertakes not to exceed the budget by more than £10 (GBP 10.00). The budget is the maximum total amount that Forefathers will charge the client for an agreed piece of work (fees and expenses combined).

## 5. Payment

- 5.1 All payments required to be made pursuant to the Agreement by either Party shall be made within 30 days of the date of the relevant invoice in pounds sterling, without any set-off, withholding or deduction.

## 6. Variation and Amendments

- 6.1 If the Client wishes to vary any details of the Agreement he must notify Forefathers Ltd. in writing as soon as possible. Forefathers Ltd. shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client.

## 7. Termination

- 7.1 Forefathers Ltd. may terminate the Agreement immediately if:
  - 7.1.1 the Client is in breach of any of his obligations hereunder;
  - 7.1.2 the Client has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with his creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of his undertakings or assets;
  - 7.1.3 the Client has become bankrupt or shall be deemed unable to pay his debts by virtue of Section 123 of the Insolvency Act 1986;
  - 7.1.4 the Client ceases or threatens to cease to carry on business; or
  - 7.1.5 any circumstances whatsoever beyond the reasonable control of Forefathers Ltd. (including but not limited to the termination of the Services through no

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fault of Forefathers Ltd.) arise that necessitate for whatever reason the termination of the provision of Services.

7.2 In the event of termination under sub-Clause 7.1 Forefathers Ltd. shall retain any sums already paid to it by the Client without prejudice to any other rights Forefathers Ltd. may have whether at law or otherwise.

## 8. **Sub-Contracting**

Either Party may sub-contract the performance of any of its obligations under the Agreement without the prior written consent of the other Party. Where either Party sub-contracts the performance of any of its obligations under the Agreement to any person with the prior consent of the other Party, the sub-contracting Party shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of the sub-contracting Party itself.

## 9. **Liability**

9.1 Forefathers Ltd. shall not be liable to the Client or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of Forefathers Ltd.'s obligations if the delay or failure was due to any cause beyond Forefathers Ltd.'s reasonable control.

## 10. **Force Majeure**

Neither the Client nor Forefathers Ltd. shall be liable for any failure or delay in performing their obligations under the Agreement where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## 11. **Copyright**

Forefathers reserves all copyright and any other rights (if any) which may subsist in the products of, or in connection with, the provision of the Services or facilities. Forefathers Ltd. reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

## 12. **Notices**

12.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

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## 12.2 Notices shall be deemed to have been duly given:

12.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

12.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or

12.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

12.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

12.3 Service of any document for the purposes of any legal proceedings concerning or arising out of the Agreement shall be effected by either Party by causing such document to be delivered to the other Party at its registered or principal office, or to such other address as may be notified to one Party by the other Party in writing from time to time.

## 13. Law and Jurisdiction

13.1 These Terms and Conditions and the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

13.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

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