

Roots and Branches Family History Services License and Terms and Conditions of Use (1 January 2018)

Roots and Branches Family History Services (hereinafter “we”, “our” or “us”) conducts professional family history research services (“our Services”). “You” or “your” means an adult client of our Services.

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Terms and Conditions

1. TERMS

- 1.1. You must be 18 years or older to order our Services.
- 1.2. The fee that you pay is for our expert time and attention.
- 1.3. You are requested to provide a complete research request to us. A complete research request includes the family or individual to be studied and all records and results from previous research. The goal of your research must be clear. We must receive all these things before we will begin. If failure to provide relevant information results in duplication of previous research, charges for this research will still apply.

2. FEES AND PAYMENTS

- 2.1. Research Projects are handled in the order that they are received. Projects may often take 12-18 weeks from the start date sent to you on receipt of research request. However, there are times that research projects may extend past this time frame pending receipt of outside correspondence or availability of resources. In case of a delay extending past the 18-week period, we will notify you.
- 2.2. Our Service fees and terms may be changed by us at any time and each renewal of our Services will be at the then-standard service fees.

3. MODIFICATIONS TO THIS AGREEMENT AND THE SERVICE

- 3.1. We have the right, at our sole discretion and at any time, to modify the terms of this Agreement or our Services. Changes in our Services that will affect you will be sent via email, or postal mail to you. If any portion of this Agreement or any change of this Agreement of our Service is unacceptable to you or will cause you to no longer be in compliance with the Agreement, you may opt not to accept or cease using our Services. Continued use of our Services following email notices of changes in this Agreement means that you have accepted and are bound by the changes.

4. MISCELLANEOUS

- 4.1. This Agreement is governed by the law of the State of South Australia and, to the extent applicable, the Commonwealth law of Australia. Any action to enforce this Agreement shall be brought in the State courts located in South Australia.
- 4.2. Official correspondence must be sent via postal mail to: Roots and Branches Family History Services, PO Box 120, Park Holme, South Australia 5043.
- 4.3. This Agreement is the entire agreement between you and us and it cannot be amended except in writing.

5. GUARANTEES

- 5.1. You are engaging our professional genealogists who have many years of training. They offer their expert time and attention to your research needs. Therefore, a charge is made for their time.
- 5.2. Professional genealogists are entitled to be paid for all time rendered to you at their professional rates. No ethical genealogist can predict or guarantee a specific document or result. Specific results won't be known until research is conducted and completed. In fact, there is no guarantee that our professionals, or any other professional, will be able to locate new information about your ancestors.
- 5.3. We guarantee thorough and detailed work. Our research is conducted in accordance with the highest professional standards and in full compliance with the Code of Ethics published by the Association of Professional Genealogists. Because of variables that can limit success (time allotted, common surnames, time period and place, records availability) during research, there is NO guarantee that any specific or positive results will be obtained. Our skilled researchers promise to do their best work, and that is all that we can offer.

6. CANCELLATION

- 6.1. If you cancel your research request, the cancellation will take effect immediately, and our researchers will then write a summary of the research to that cancellation date. All their time and expenses will then be invoiced to you.

7. LIABILITY DISCLAIMER

- 7.1. We strive for excellence and accuracy. Because every individual is unique, it is truly impossible for a professional genealogist to guarantee that a certain sum of money will provide their client with a certain number of new ancestors or relatives. Professional genealogists cannot guarantee specific research results or turn around time until the records are examined. There will be no refunds related to lack of results or dissatisfaction with any aspect of our services, other than proven breaches of the APG Code of Ethics or Australian Consumer law.