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## Finders Missing Heir Location Service Terms & Conditions

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### Our Agreement with You

We are **Finders Genealogists Limited** trading as **Finders International**. We are a limited company registered in England and Wales with company no. 03501521. Our registered address is 6-8 Vestry Street, London, England, N1 7RE (herein "**Finders**," "**we**", "**us**").

These Terms and Conditions together with the related Trust Agreement signed by you where applicable (the "**Estate Custodian**," "**you**") and any documents referred to therein form the entire agreement (the "**Contract**") between us and no variation to the Contract will be valid unless agreed between us in writing. You confirm that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

The Contract between us is formed on the earlier of:

- the moment we receive instructions from you to commence our research regardless of the means or method of instruction and/or whether or not a formal signature, letter, fax, e-mail or other printed instruction is obtained, received or sent in which case confirmation of instructions will be sent by letter, fax or email within 24 hours of receipt of your instruction to commence work during working hours Monday to Friday; **or**
- the date when both parties have signed the Estate / Trust Agreement.

### Quotations & Instructions

Our quotations are completely free of charge or obligation and we do not record time spent on providing quotations or offset time or expenses against any fee rate agreed.

Once we have agreed terms with you we will confirm the details in an e-mailed or faxed confirmation of instructions.

### Cancellation

Instructions cancelled within 24 hours of receipt will incur no charge for the cost of research undertaken by us, however disbursement charges (e.g. certificates ordered) may be invoiced at cost. We reserve the right to charge a fee for work undertaken if your cancellation is received after 24 hours from receipt of instructions, regardless of the fee option chosen. Any fee will be based upon a reasonable percentage of the agreed fees to reflect the amount of work undertaken.

Your statutory rights are not affected.

### Our Services

If research must be completed within a certain time-frame we must be advised of this at the outset. If we believe that keeping to a deadline may not be possible we will inform you as soon as we can.

If our investigations prove negative or reach a point where all possible lines of enquiry have been exhausted, we will still submit our full report to you detailing the results of our enquiries.

Where a family tree has been prepared by us, this will be included with our report. Beneficiaries traced by us on Contingency cases and who have signed our terms may be sent one copy of our family tree on request. Beneficiaries may be charged a nominal fee for additional copies requested by them (contact us for current fee information). Beneficiaries traced by us on Budget and Fixed Fee cases are advised to contact us for details on the availability of copies of the family tree.

### Our Fees

Our invoice(s) for Contingency and Estate/Trust Agreement cases are raised only when sum(s) for distribution have been agreed and become payable. Where we receive payment of our fees prior to raising an invoice our receipted invoice will be sent by return when payment is received.

All fees are exclusive of VAT at the prevailing rate unless otherwise indicated.

We reserve the right to charge interest on overdue invoices at 4% over the Bank of England Base Rate. Unless we have an agreed extension of the time to pay, debts of 90 days or more overdue may be referred to a third party for recovery and their charges added to our invoiced amount, plus overdue interest. If you believe there will be any difficulty in paying our fees on time, we encourage you to contact us at the earliest opportunity in order to agree a revised payment schedule, alternative fee option or other solution.

## **The following Terms apply to our Budget & Fixed Fee options only**

Budget & Fixed Fee options are intended for situations where the client is in funds and will be able to pay our invoice in full within 28 days of receipt of our report. Clients who believe there may be delays in their ability to pay an invoice within 28 days are encouraged to consider our Contingency Fee or Estate/Trust Agreement Fee options where invoices are not payable until an Estate or Fund is distributed, or to contact us to make special arrangements for payment of our fees which we will always consider. Please contact us if in any doubt.

The amount chargeable on a Budget or Fixed Fee option will be as detailed in our fax or email confirmation of instructions.

If you cannot agree to our Budget or Fixed Fee you must advise us immediately so that our proposed fee can be reviewed. If you fail to advise us within 24 hours of receiving our confirmation of instructions all or part of our fee stated may be chargeable.

Disbursements limit can be set in advance, but cases where the Budget or Fixed Fee is £449.99 or less will incur a £50.00+VAT subscription database search fee disbursement. Cases where the Budget or Fixed Fee is £450.00 to £749.99 will incur a £75.00+VAT subscription database search fee disbursement. Cases where the Budget or Fixed Fee is £750.00 to £1,499.00 will incur a £125.00+VAT subscription database search fee disbursement. Cases where the Budget or Fixed Fee is £1,500.00 to £2,499.99 will incur a £175.00+VAT subscription database search fee disbursement. Cases where the Budget or Fixed Fee is £2,500.00 or more will incur a £225.00+VAT subscription database search fee disbursement. All certificates and documents obtained in the course of research will be recharged (at cost), whether or not supplied with our final report as often documents are required for eliminatory or research purposes. If you require sight of any documents not enclosed with our reports these can be sent on request. Local archive search fees, where applicable, will also be charged as a disbursement.

When working via our Budget or Fixed Fee options our invoices will be raised upon completion of our investigations and at the time of our reporting to you unless otherwise advised. In the event that we require payment of some or all of our fees in advance we will advise you before we commence our research and we will issue a pro-forma invoice accordingly.

Budget fees are always payable, regardless of the outcome of research.

Unless we advise otherwise, where a Fixed Fees arrangement applies the Fixed Fees are payable only if a pre-determined goal is achieved. This may be to find heirs, verify an existing family tree or prove negatives. Please check our quotation or confirmation of instructions as fixed fee payment conditions vary.

## **The following Terms & Conditions apply to Contingency & Estate/Trust Agreement Fee Options Only**

Contingency fees or Estate/Trust Agreement Fees are payable on any interim/final distribution of the Estate or distribution of the sum(s) in question to a beneficiary.

If our investigations prove negative, reach a point where all possible lines of enquiry have been exhausted, or we do not locate the missing heir(s) or are not retained by them once found, we will still submit our full report to you free of charge.

Contingency Fee Option Only - Where we are asked to work on a Contingency Fee basis our Missing Will Service can be included (at your request) and will be free of charge.

The Estate Custodian is the party liable to pay the fees due to Finders and by entering into the Contract you agree to pay (or to procure the payment of) the total fee due directly to Finders prior to distributing the balance of the estate to the beneficiary(s). You will (or you will procure that any other party acting on your behalf will) inform any person who subsequently takes over responsibility for the Estate of the terms of the Contract we have entered into with you so they are aware of their responsibilities including their responsibility to pay our fees directly to Finders.

## **Copyright and Permitted Use**

Ownership of the copyright for any original work or reports we forward to you vests in Finders and you may only use such original work and / or reports as set forth herein.

Unless otherwise agreed by Finders in writing, our reports, correspondence and supporting documentation are for the personal use and reference of the Estate Custodian only save as set forth below.

You are permitted to copy our reports and family trees only to interested parties directly involved with the estate, including Administrators, Executors, or solicitors acting for them, and insurance companies, but excluding (without limitation) any other genealogy, research or investigation firm, or any person or company not directly involved with the matter in hand. If in doubt, please request permission to use or copy our report and/or family tree in advance from us and we undertake not to unreasonably withhold permission.

## **Our Obligations and Liabilities to You**

We warrant that we will undertake the services which we provide with reasonable care and skill and in accordance with good industry practice. We do not guarantee that the results of our research will be error free or complete.

You acknowledge that the research which we undertake will be based on and limited by the information which you and other parties provide to us and upon information which we identify from searching public records. We shall not be responsible for any errors or omissions in our findings arising from errors in the information upon which they are based or for any claims or damages arising as a result.

We will use our reasonable endeavors to complete our research within any agreed timescales but such timescales are not guaranteed and we reserve the right to extend such timescales where reasonably necessary. We will not be liable for any delay or failure in the performance of our obligations under the Contract caused by factors or circumstances outside of our reasonable control.

To the maximum extent permitted under law our maximum liability to you will be the amount of the fees paid by you or on your behalf under the Contract.

## **Your Obligations to us**

You warrant to us that you have the authority to instruct us to provide the requested services and you agree to be responsible for our fees.

Our research is based on information that has been provided to us and is tailored to suit each case. You agree to ensure that any information submitted to us is as complete and as accurate as possible and to advise us promptly should any additional information come into your possession. In particular but without limitation you will provide us with all relevant information and research available to you as supplied by the known family, the legal representatives, any other genealogist or any other person regarding the family and/or the beneficiary(s) being sought.

You will not (and you will use all reasonable efforts to ensure that the known family, the administering solicitors or any other genealogists do not) carry out any further research into the estate from the date of our instruction. You will inform Finders at the very earliest opportunity should any unknown or missing beneficiary contact you, the administering solicitor or any personal representative of the estate. In the event that you become aware that any additional research has been undertaken after we have been instructed you will advise us immediately and will use your best endeavors to obtain and provide us with the results obtained as soon as you can.

You agree to pay the agreed fees promptly in accordance with the terms of the Contract.

## **Confidentiality and Data Protection**

Names, addresses and contact details of individuals located by Finders are submitted in strict confidence to our instructing client. These are subject to Data Protection law and should not be divulged or copied to any other person or company without obtaining prior consent from the person(s) in question. Finders cannot give such consents.

We will only use any personal data which you provide to us to enable us to provide the agreed services to you and in accordance with current data protection laws. We will only disclose any personal information which we receive to third parties where it is necessary to do to enable us to perform our obligations to you or where we are required to do so by law. For more information on how we process personal data please refer to our Privacy Policy which can be found at [www.findersinternational.co.uk/privacy-policy](http://www.findersinternational.co.uk/privacy-policy)

Our case files are archived for 7 years after a matter has been completed and you accept and understand that we destroy these after this time period has elapsed. Revisiting an archived file prior to its destruction may incur further charges.

## **Other Matters**

No variation of the Contract shall be effective unless it is in writing and signed by all parties to the Contract.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of the Contract.

The Contract does not grant any rights any third party any rights under the Contracts (Rights of Third Parties) Act 1999.

The Contract is governed by English law and the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

Last updated: 5<sup>th</sup> July 2022