

Members Logo or Name

Contact details

CLIENT AGREEMENT

This agreement is made between the client named on this contract and [*members name/business*].

It is intended to be a contract for the provision of professional genealogical services.

CLIENT NAME:

ADDRESS:

PHONE: _____ EMAIL _____

Please provide the following information, either on this form or on attached sheet(s):

Research required (in order of priority):

LIMITATIONS (collateral lines, approximate date range, etc.):

[Below are some samples relating to project quotes that members might use depending upon their business model]

TIME AGREED FOR RESEARCH PROJECT: _____ Hours.

MAXIMUM COST AGREED FOR DOCUMENTS: \$ _____

OR

MAXIMUM AGREED COST OF PROJECT \$ _____

COMPLETION DATE IF RELEVANT: ____ / ____ / ____

I agree to the attached Terms & Conditions.

CLIENT SIGNATURE: _____ DATE: _____

TERMS & CONDITIONS

[This is a sample only and members need to adjust all clauses to suit their business model while adhering to laws relevant to their business operations. While AAGRA suggests terms and conditions they are not prescriptive.]

1. Terms of Engagement

- a. AAGRA members are subject to the laws of Australia/New Zealand.
- b. *[members name/business]* will follow the Code of Ethics and Code of Conduct established by the Australasian Association of Genealogists and Record Agents (AAGRA).
- c. It is the responsibility of the client to clearly outline the research required in the client agreement. It is the responsibility of the researcher to be clear about the client's requirements.
- d. It is the responsibility of the client to ensure details of previous research have been provided to the researcher to avoid a duplication of research and/or costs.
- e. *[members name/business]* will not exceed the time stipulated by the client. If it determined that extra time is required, the researcher must discuss this with the client before proceeding. Paid research time includes research, analysis, sourcing of records, report writing and time spent liaising with the client
- f. Positive research results cannot be guaranteed.
- g. A list of sources checked, and the results of the search, will be provided.
- h. Additional expenses, such as travel, must be discussed with the client before proceeding.
- i. Costs of documents are charged separately, at cost. *[If not at cost then member need to update this item to reflect their cost structure.]* Further, *[members name/business]* will not exceed the maximum cost agreed for documents.
- j. If the commissioned work requires less hours than agreed, then *[members name/business]* will only charge for time taken.
- k. If it is necessary to subcontract part of the work, the researcher will discuss with the client.
- l. Some larger projects may require a fee to prepare a proposal and quotation. This will be discussed after receiving instructions and before commencement.
- m. Any changes to the client agreement must be discussed and agreed to by both parties.

2. PAYMENT TERMS

- a. [members name/business] will send an invoice/tax invoice/TSI that conforms with the countries standards of where they do business when requesting payment for research”. This will include payment methods.
- b. The client will pay the full amount of the commission up front prior to work being undertaken OR The client will pay a deposit of _____ and the remainder upon completion of the commissioned work. [*Member needs to adjust this item to reflect their terms and conditions*].
- c. Cost of documents, including certificates, postage, travel expenses and other costs will be charged upon completion of the research. Payment is required within ____ days. [*Member needs to adjust this item to reflect their terms and conditions*].
- d. All prices are quoted and need to be paid in Australian Dollars (AUD) / New Zealand Dollars (NZD) [*Member to choose relevant currency*].

3. REFUNDS & CANCELLATIONS

- a. Completed research is non-refundable.
- b. Cancellation made before research commences is refundable.
- c. Cancellations cannot be accepted once work has commenced.

4. CONFIDENTIALITY

- a. Client details such as name and personal details will remain confidential in accordance with statutory privacy principles and will not be shared with third parties, unless the permission is given by the client. If information is required by a third party, the researcher will discuss this with the client. Examples when permission may be sought are when accessing documents under FOI Act, details may be needed by the relevant repository for assessment of the application.
- b. [*members name/business*] will hold confidential any information provided by the client that is not already in the public domain, a matter of public record or public knowledge. This information will only be used to complete the research project.
- c. The client reserves the right to request alternative confidentiality clauses prior to the research commencing if they feel it necessary.
- d. [*members name/business*] may be required, in certain circumstances, to disclose information and will do so only if it is required by law, by a court ruling or to protect the rights and safety of our clients. The client will be informed if this occurs.

5. COPYRIGHT

- a. [*members name/business*] retains copyright over research work, including reports, and retains the right to make further use of the results of this work. The client is granted non-exclusive license to use the research for personal purposes but cannot publish without prior permission of [*members name/business*]. If shared with others for personal use, [*members name/business*] must be credited as the source.

OR

[*members name/business*] does not retain copyright over research work, including reports. Copyright passes to the client.

- b. Documents provided in a research report may require copyright permissions if they are to be published. It is the responsibility of the client to obtain relevant permission to publish these documents with or without the research report.