



# Sandra Klerks

PROBATE RESEARCH

## Terms and Conditions

Please read these terms and conditions in conjunction with the information provided in the Packages and FAQs sections of the website and with any prognosis and quotation provided by me to carry out research on your behalf.

## Privacy

All your personal information will be held in the strictest confidence. I will not provide your personal information and contact details to any third party or for a third party's marketing purposes. If I need to divulge your personal information for the purposes of your research to a third party, I will seek your permission first. For example, sometimes the details of next of kin are necessary for obtaining military records. I will abide by the terms of the Dutch Privacy Act (2008).

Due to very strict privacy laws in The Netherlands, there are several restrictions I need to take into account. These restrictions greatly hinder genealogical research when dealing with dates after 1911. Genealogical finds after 1911 are usually lucky coincidences.

Public records in The Netherlands aren't public at all, as a direct result of World War 2 when Nazi Germany used public records to hunt and locate Dutch Jewish citizens. After 1945, new laws are invoked stating that birth records remain private until 100 years after a person's birth, death certificates remain private until 50 years after a person's death and wedding certificates stay behind closed doors until 75 years after the marriage date. You will find similar laws throughout all of mainland Europe.

This makes looking for live relatives in the Netherlands a bit more difficult than in other places in the world. However, genealogical societies throughout the country can help with my research for your relatives. As a professional genealogist I have to abide by the strict privacy laws my country has and therefore it is my obligation to contact live relatives before I pass their addresses on to you.

## Payment

The research time, cost, and parameters of any research will be agreed with you in advance. By agreeing to my quotation and instructing me to carry out your research (as specified in the quotation) you are entering into a contract and you are liable to payment of my research fees on completion of the research.

Payment is required in advance for all fixed price research packages. I offer a guarantee with my fixed price packages. If there is any reason why I cannot research your family tree back beyond 1900, or on examination of your family history information I think your research is not feasible or not cost effective, I will contact you and provide a full refund.

For bespoke research, payment will normally be requested on completion of the research, however I do reserve the right to request payment in advance in all cases.

Clients who do not live in the Netherlands will be asked to pay for their first research commission in advance.

Payment is due within 14 days of receiving my invoice.

From two months after the invoice date legal interest is also payable on outstanding payments. Extrajudicial and judicial costs, incurred in connection with late payments, shall be borne by the client. The extrajudicial costs are set at at least 15% of the invoice amount with a minimum of 100 euros.

Payment can be accepted by bank transfer, and by using a credit or debit card. If you wish to pay via PayPal please let me know and a separate PayPal invoice will be emailed to you. I am not responsible for the operation of the PayPal system itself and I do not see any of your confidential payment card information.

Payment in terms after the completion of the search is not possible.

## Extra costs

Should it become likely that research in specialist archives is necessary, or I think extra costs are likely to complete your research, I will discuss this with you first and seek your permission to incur extra costs.

## Time limit

Timescales given for the completion of research are estimates only. I will endeavour to provide you with an accurate estimate and timescale when a quotation is provided. However, research relies in some cases on visiting record offices, ordering documents by postal services etc and delays can sometimes occur. I will update you if there is likely to be any significant delay in completing your research.

## Documents

Any birth, marriage and death certificates obtained on your behalf will be yours to keep and ownership will pass to you, providing the correct payment has been made. Please note that some records obtained, like those of the census, are subject to copyright law which govern their use and reproduction. The copyright is owned by the archives in which a record was deposited.

As part of your research package price, I aim to obtain up to 10 birth, marriage or death certificates, per surname investigation. If there are particular certificates you would like to obtain, please tell me. Certificates that are not included in the 10 hour research/personalised investigation offer and any other documents you may wish to obtain will be charged to you at cost price unless I agree otherwise.

Research reports and any copies of original documents obtained will be sent to you either by email, or by postage to the address I hold for you. I will post documents using the most cost effective service available but documents sent by postage are sent at your risk. If you would like to receive your report by registered post, please tell me and there may be an extra charge for postage.

Further information, and a no-obligation quotation can be provided free of charge on request.

## Working conditions

Please provide me with as much detail about your required research as possible. Please tell me of any research you have done in the past yourself and the outcome. The starting information that you provide to me is very important and I cannot be held liable for research conducted in good faith based on inaccurate or incomplete information provided by you. I am happy to review any material that you have free of charge before commencing on your research.

For research packages I may ask you to complete a family history questionnaire.

If you want the research to be extend in more ways than agreed on before, there will be extra costs and I will contact you.

## Guarantees

By commissioning my services you are confirming that you are aware that genealogy and family history research has its limitations. Records do not always survive, or are too fragile and delicate to be examined because of their age. Some ancestors did not leave as many traces as others, and sometimes the genealogical trail goes cold, especially when researching back into the time before the census and civil registration period (i.e. before 1811).

Whilst I will make every reasonable effort to progress your research, sometimes this is not always possible for every surname. Where it is practicable and cost-effective, I will also refer to electronic and transcribed sources, to progress your research. You are paying for my research time and expertise, not necessarily for results. Nevertheless, I will always provide you with a prognosis at the outset of the research with regard to any possible pitfalls or research difficulties.

Please be aware that each family history research project is different and the searches carried out and results found will vary from client to client depending on the circumstances of their own family history. My research packages (and contents of research reports) advertised are therefore indicative only.

## Cancellation

If you wish to cancel bespoke research after its commission, you can do so for up to 14 days. I will refund any monies paid.

If I have already incurred costs relating to your research, I reserve the right to impose a cancellation charge of up to €50.

If I have not incurred costs, monies will be refunded in full.

For the package deals is cancellation during the search not possible.

## In case of dispute

By commissioning my services you are entering into a contract to pay my research fees and costs agreed with you in advance as well as agreeing to these terms and conditions.

If you are not happy with any aspect of the service provided by me or have any other complaint, please contact me straightaway so we can try and find a solution for your problem.

If we can't work it out amongst ourselves we shall attempt to resolve the matter by means of impartial mediation. When it proved impossible to solve with the help of mediation, the dispute shall be settled by the competent court in the district of the my working area.