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## Finders Missing Heir Location Service Terms & Conditions

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1. Our quotations are 100% free of charge or obligation & we do not record any time we spend on providing quotations and do not hold over, deduct or offset any time or expenses against any fee which may be agreed as a result of our quotation.
2. Research is based on information that has been provided to us and is tailored to suit each case. Therefore, please ensure that the information submitted is as complete and as accurate as possible.
3. Confirmation of instructions will be sent by fax or email within 2 hours of receipt.
4. Where appropriate, confirmation of instructions will include our recommendation on the most suitable fee option for your case. If you have any alternative fee option in mind we will always consider your suggestion. Otherwise, a chosen or previously agreed fee option will be confirmed in our e-mailed or faxed confirmation of instructions.
5. If we feel that your research remit or preferred fee option may need to be reviewed or we require clarification we will contact you before commencing research.
6. Timescale - Most cases are completed in 3 to 6 weeks, but this is a guideline only. If research must be completed within a certain time 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.
7. CANCELLATION – Instructions cancelled within 24 hours will incur no charge. We reserve the right to charge a fee for work undertaken if your cancellation is received after 24 hours, regardless of the fee option chosen.

### The following Terms & Conditions apply to Budget & Fixed Fee Options Only

8. 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.
9. The amount chargeable on a Budget or Fixed Fee option will be detailed in our fax or email confirmation of instructions.
10. 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.
11. Overdue Invoices – We reserve the right to charge interest on overdue invoices at 4% over the Bank of England Base Rate. Unexplained 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.
12. If our investigations prove negative or reach a point where all possible lines of enquiry have been exhausted we still submit our full report to you.
13. Disbursements limit can be set in advance, but cases where the Budget or Fixed Fee is £749.99 or less will incur a £50.00+VAT subscription database search fee disbursement. Cases where the Budget or Fixed Fee is £750.00 to £1,499.00 will incur a £100.00+VAT subscription database search fee disbursement. . Cases where the Budget or Fixed Fee is £1,500.00 or more will incur a £150.00+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.

14. Budget fees are always payable, regardless of the outcome of research.
15. Fixed fees are usually (but not always) 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**

16. 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 the person(s) found.
17. 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.
18. Our invoice(s) are raised only when sum(s) for distribution have been agreed and become payable or our receipted invoice is sent by return when payment is received.
19. In accepting these terms & Conditions you agree to abide by the contractual terms of our Contingency & Estate/Trust Agreements.
20. Where a family tree has been prepared by us, this will be included with our report. Each heir may be sent one copy of our family tree on request. Heirs may be charged a nominal fee for additional copies requested by them (contact us for current fee information).
21. 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.
22. It is the responsibility of the Estate Custodian to pay the total fee due directly to Finders by deduction from the heirs' net entitlement(s).

**Permitted Use**

23. Our reports, correspondence and supporting documentation are submitted in confidence to the Estate Custodian or person or company who instructs us for their use and reference only.
24. You are permitted to copy our reports and family trees only to interested parties directly involved with the matter in hand. This would generally include Administrators, Executors, or solicitors acting for them, and insurance companies, but exclude 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 Finders and we undertake not to unreasonably withhold permission.
25. 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.

**General**

26. Persons or companies Instructing us are deemed to have accepted these terms and conditions from the moment our research commences, 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.
27. Research is based on materials produced by third parties and, as such, Finders are not responsible for any errors or omissions in our findings arising from third party inaccuracies and we cannot be held liable for claims or damages arising from same.
28. Finders own the copyright for any original work or reports we forward to you.
29. Our case files are archived for 7 years and you accept and understand that we destroy these after this time period has elapsed. Revisiting an archived file may incur further charges.
30. These terms and conditions are governed by English Law.
31. Our copyright and intellectual rights are enforceable worldwide.

Last updated: 03/09/2014