

Terms & Conditions

Khronicle[®] is a family history & genetics research business operated by **Dr. Sophie Kay**. Our business address is **30 Park Crescent, Ascot, Berkshire, SL5 0AY, U.K.** You can get in touch with us by sending an email to **sophie@khronicle.co.uk**

Quick Summary

Terms and Conditions aren't usually the most fun documents to read, but they do provide clarity when two parties embark on a new project. This document is correct as of February 2022 and outlines:

- ◆ What our **obligations** are to you here at **Khronicle**[®] as *The Researcher* when we offer you a complementary consultation or accept your paid research commission—including how we allocate time to your project, how we protect your personal data, and our professional Code of Conduct;
- ◆ What your **expectations** can be as *The Client* or, in the case of Section 13, a prospective *Client*, as well as your **obligations** as regards payment and termination;
- ◆ Our procedure for handling **complaints**, and your options for external review if necessary.

Be sure you've read and understood the whole of this document before you sign our Client Contract. If you have any questions about these Terms & Conditions, please email sophie@khronicle.co.uk. Thank you!

1. Professional Standards & Limitation of Liability

The Researcher will act in accordance with the **Code of Practice** set out by the *Association of Genealogists and Researchers in Archives (AGRA)*. This includes an undertaking of confidentiality with regard to the Researcher's dealings with the Client. A copy of AGRA's Code of Practice can be found at <https://www.agra.org.uk/about-code-of-practice>.

Whether or not a specific individual can be conclusively identified in historical records depends upon many factors, including the extent of record survival and whether the individual was recorded in a particular record set at a given time. Whether or not a genetic investigation can meet the burden of proof for a genealogical research question also relies on several factors, including the number and quality of the client's DNA matches, which branch of the family tree these matches link into, and how easily a most recent common ancestor between the match and the Client can be ascertained.

In engaging the Researcher to undertake any research, the Client understands that there is **no guarantee of conclusive findings about, or positive identification of**, any person of interest. Negative findings, in which an individual cannot be conclusively located in historical records, or where a match relationship cannot be confirmed using DNA analysis, will also be documented as part of the research report.

The Researcher may use a variety of third-party organisations in order to carry out the research detailed in the Client Contract, including commercial family history databases, commercial and non-commercial genetic analysis tools, and/or third-party researchers. The Researcher will endeavour to judge all genealogical materials in accordance with accepted professional standards and provide an honest assessment of the quality of sources, but beyond this professional assessment the Researcher accepts **no liability** for errors arising as a result of errors or inadequacies in the information, transcriptions, indexes or other outputs from third-party providers.

2. Employment Status

The Client agrees that the Researcher is acting as an **independent contractor** for the purposes of the research project, and is not an employee of the Client. As such, the Client will not be liable for the Researcher's personal taxation payments or pension contributions.

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3. Deliverables

Research projects using **Bundled Hours** include a thermal-bound research report with full references, source guides and transcriptions of all sources consulted. Bundled hours do *not* include reprographics costs and a separate budget for these will be agreed between the Client and the Researcher in the Client Contract. Reprographics costs can vary between projects; if the agreed reprographics budget is used up before completion of the work, the Researcher will liaise with the Client to determine whether a fresh reprographics payment is to be supplied by the Client, or whether a portion of the remaining monies originally allocated to bundled hours should be diverted for this purpose.

Named **Research Packages** include a thermal-bound research report with full references, source guides and transcriptions of all sources consulted. Additional items such as civil registration certificates, a pedigree chart and reprographics costs may or may not be supplied depending on the package purchased, as stated in the descriptions on the **Khronicle**[®] website at <https://khronicle.co.uk/packages.php> and <https://khronicle.co.uk/genetics.php> on the day of signing the Client Contract.

4. Purchasing & Cancellation

It is highly advisable to discuss your proposed project with **Khronicle**[®] by emailing sophie@khronicle.co.uk before making a purchase, so we can advise whether our services meet your requirements and discuss a potential timeframe within which we can deliver the work. Placing an order via our website does not guarantee that we can give your research project immediate attention and your project may need to join a waiting list, with places allocated on a first-come, first-served basis.

By placing an order on our website or entering into a written agreement over email or letter followed by payment, you are agreeing to be bound by these Terms & Conditions. Once your order has been processed, we will supply you with an order number and payment confirmation to the email address given during checkout.

All online purchases are covered by a statutory cooling-off period of 14 calendar days. During this cooling-off period you can cancel your order by sending an email to sophie@khronicle.co.uk, stating:

- ◆ your full name
- ◆ your postal address
- ◆ your order number
- ◆ the name of the package or service you would like to cancel

If we have not yet started work on your purchase at the time of receiving your cancellation notice, you will receive a full refund. If we have already carried out some of the work for your order prior to being notified of the cancellation, you will receive a partial refund, with a proportionate deduction made to cover the work already undertaken.

No cancellations or refunds will be given after the 14 day cooling-off period, unless there are exceptional circumstances; such decisions will be governed by the terms set out in Section 5 of this document.

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5. Termination of Contract

In exceptional circumstances, termination of contract after the 14-day cooling-off period may be granted, solely at the discretion of **Khronicle**[®]. Should the Client wish to apply for termination of their contract prior to completion of the work, they should contact **Khronicle**[®] in writing to make their request, using the contact details supplied on Page 1 of these Terms and Conditions, stating their full name, the package they wish to terminate, and the reason for their request.

In the event of termination being granted, the Client will be liable for **EITHER** 75% of the total fee originally agreed, **OR** for the fee proportion corresponding to the completed percentage of the project at the time of termination, whichever is the greater. This termination payment must be paid in full by the Client within 28 days of the Researcher acknowledging the termination of the project in writing.

Harassment, offensive language and aggressive, threatening or inappropriate behaviour towards the Researcher by the Client will not be tolerated and the Researcher reserves the right to terminate the Client's Contract at any time in response to such occurrences. In such cases, the Client will still be liable for the standard termination payments described above.

6. Payment Structures & Rates

Research Packages (including, but not limited to, the *Surname Sleuth*, *Family Matters*, *The Reaper*, *The Parish Clerk*, *The Prospector* and *The Double Helix*) offer a pre-determined rate and fixed offerings. All research packages must be paid for in full prior to the start of the research project, as per the prices stated on the **Khronicle**[®] website at <https://khronicle.co.uk/packages.php> and <https://khronicle.co.uk/genetics.php> on the day of signing the Client Contract.

Bundled Hours are used for freeform projects requiring an adaptive research strategy or involving several parallel strands of research, or for research mentoring or auditing. The number of hours commissioned and the hourly rate will depend on the scale and scope of the project and should be determined in discussion with **Khronicle**[®] prior to purchase. An initial percentage of the full Bundled Hours payment must be made before work on the project can commence. Smaller bundles require a 100% payment upfront. Larger bundles are usually paid in two instalments: the first payment will usually be 50% of the agreed total, unless stated otherwise in the Client Contract, and the remaining sum will be invoiced to the Client on completion of the work. Payment of this second instalment must be made to the Researcher in full before the Research Outputs (i.e. any research report, pedigree chart, or other agreed deliverables) will be released to the Client.

If unavoidable delays of more than 60 days occur during the course of any work, the Researcher reserves the right to invoice the Client for all work completed up to that point but not yet paid for. Any such payments will be deducted from the final bill.

7. Time Allocation

The Client understands that the number of hours stated for research packages, and/or the number of bundled hours purchased, are used for a combination of activities relating to the project and not solely for carrying out the agreed research. Typically around 50% of the stated hours will be used for research, and the remainder will be used for report writing, project administration, development meetings with the Client and quality checks. The term "focus hour" refers to each 60-minute period of work undertaken by the Researcher on any such tasks required for the successful delivery of the Client's project.

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8. Provision of Client Materials

All family history research projects, whether employing traditional archival research or genetic genealogy methods, will require the Client to supply personal information and/or research materials to the Researcher from the outset. These may include, but are not limited to: full names, dates and places of major life events in the Client's family tree; GEDCOMs or similar files containing family trees; and notes on existing research. Where appropriate the Client may also need to provide the Researcher with access to their DNA results on one or more commercial platforms, or raw data files.

9. Gift Vouchers

Gift vouchers are non-transferable and must be redeemed within two calendar years of the date of issue stated on the voucher. Vouchers can be redeemed by inputting the voucher code during the online checkout process.

Gift vouchers for a named package can only be redeemed against that package. Gift vouchers for a specific monetary value can be used as full or partial payment against any **Khronicle**[®] product. If vouchers are used to purchase Bundled Hours, a separate reprographics payment may also be necessary if the project requires it.

10. Data Protection

The Researcher will protect the Client's personal data in compliance with the **UK General Data Protection Regulations (UK GDPR)** and, for clients based in the European Union, the **EU GDPR** as well. In signing a Client Contract, the Client agrees to the Researcher receiving, processing and storing the Client's personal information including (but not limited to) their name, email and postal addresses, and, where relevant, the dates and places of the Client's major life events, raw DNA readouts and DNA match data if these are necessary for the research. Necessary personal data from the Client will be taken and processed on the bases of **consent** and **contract** and, where required, to comply with the law.

The Researcher will retain the Client's personal data for up to 5 years following conclusion of the most recent research project for the Client, to facilitate extensions to the research in the future should the Client require them. The Client can request deletion before the end of this five year period by sending an email to sophie@khronicle.co.uk.

11. Rights and Onward Use

Copyright of all research outputs remains with Sophie Kay. The text of research reports provided to the Client will be provided under a [Creative Commons Attribution Non-Commercial Share-Alike License 4.0](https://creativecommons.org/licenses/by-nc-sa/4.0/), CC BY-NC-SA-4.0. This permits distribution, remixing, adaptation, and building upon the material in any medium or format for non-commercial purposes only, and only so long as attribution is given to the creator, Sophie Kay. Any such onward use of the material must be licensed under identical terms. Requests for commercial use of any research outputs should be directed to Sophie Kay at sophie@khronicle.co.uk.

Use of the **Khronicle**[®] name, logo, branding and company identity rests solely with Sophie Kay as a U.K.-registered trademark. These should not be reproduced in any derivative works.

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12. Complaints Procedure

Should the Client be dissatisfied with the research conducted, they should in the first instance raise the matter in writing with Sophie Kay by sending an email to sophie@khronicle.co.uk, stating the nature of their complaint. **Khronicle**[®] will commence an internal mediation process within 72 hours of receiving the Client's complaint, in an attempt to resolve the issue.

If the Client is unhappy with the outcome of the internal mediation, they can refer the matter to the *Association of Genealogists and Researchers in Archives* (AGRA) by emailing info@agra.org, naming their researcher as Sophie Kay, who is registered as an AGRA Associate. AGRA will investigate the Client's complaint and may send the disputed research outputs to qualified, independent researchers for review.

13. Complementary Consultations

Khronicle[®] offers a complementary 30 minute, no-obligation consultation with prospective Clients, which may take the form of a videocall delivered over Zoom (for international and UK participants), or a phonecall (for UK phone numbers only). This service is provided without charge but is non-transferable.

Complementary consultations are advisory in nature and discuss the options for, or viability of, a prospective research project. An offer of a complementary consultation does not entitle the prospective Client to free research or analysis being carried out on their behalf by **Khronicle**[®]. Participation in a complementary consultation does not guarantee that we will accept your research commission afterwards, and does not affect how soon we can deliver a research service should you choose to make a purchase after receiving a complementary consultation.

Appointments for complementary consultations are subject to availability and the time windows provided for such calls are offered at the sole discretion of **Khronicle**[®]. If a prospective Client has booked a complementary consultation and cannot attend, they should provide written notification of cancellation at least 24 hours in advance of the appointment, by emailing sophie@khronicle.co.uk and stating their name, appointment time and cancellation request. Appointments that are cancelled without sufficient notice, or which the prospective Client fails to attend, will not be rearranged and no further consultation offered.

14. Changes to Terms & Conditions

From time to time **Khronicle**[®] may update these Terms and Conditions. The most recent version of the Terms and Conditions will be supplied to the Client prior to signing a Client Contract. Once a Client has signed a Client Contract, the version of the Terms and Conditions as supplied to the Client will apply to both the Client and the Researcher for the duration of the agreed project. Should the Client return to commission further research at a future date, a fresh version of the Terms and Conditions will be supplied if these have changed in the interim period since the previous contractual agreement.