FRASER FRASER
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GENEALOGISTS AND INTERNATIONAL PROBATE RESEARCHERS

Private Client Terms and Conditions

Version 8.1

1. About us and these Terms

1.1 These Terms and Conditions (“Terms”) govern the supply of services by Fraser and Fraser ("we", "us" or "our") to you ("you" or "your"). Our head office is 39 Hatton Garden, London EC1N 8EH.

1.2 These Terms are intended for business-to-business instructions. If you are acting as a Consumer (a natural person acting for purposes wholly or mainly outside your trade, business or profession), please tell us before instruction so that we can agree separate consumer terms in writing.

1.3 If there is a conflict between these Terms and any written scope/quote/engagement letter we issue for a particular instruction, the written scope/quote/engagement letter will prevail for that instruction to the extent of the inconsistency.

1.4 No one other than you and us has any rights under the Contract (Rights of Third Parties Act 1999 excluded).

2. Definitions

In these Terms:

- “Administrator” means the person to whom Letters of Administration have been granted. References to Administrator include Executor and vice-versa.
- “Asset Search” means the service described in clause 6.1.
- “Commencement Date” means the date these Terms take effect (1 March 2026).
- “Contract” means the legally binding contract formed under clause 3.
- “Deceased” means the person whose estate, trust or related assets are the subject of the instruction.
- “Executor” means the person appointed by a Testator in their will to administer their estate. References to Executor include Administrator and vice-versa.
- “Personal Information” means personal data relating to an identified or identifiable living individual as defined by the UK GDPR and Data Protection Act 2018.

- “Personal Representative” means the Administrator or Executor (or their authorised agent).
- “Services” means the services we supply under the Contract, which may include Asset Search, Genealogical Services, Insurance Services, Property Services, Will Tracing, and any other agreed services.
- “VAT” means Value Added Tax.

References to "including" are without limitation. Headings are for convenience only and do not affect interpretation. References to singular include plural and vice-versa.

3. Contract formation and instructions

3.1 A separate Contract is formed each time you instruct us to perform any Service and we accept that instruction (including by commencing work).

3.2 Your instruction confirms that you have authority to instruct us and (unless we expressly agree otherwise in writing) to pay our charges and disbursements.

3.3 You must provide clear written instructions and all information we reasonably request. You are responsible for the accuracy, completeness and currency of information supplied to us.

3.4 We may rely on instructions given by you and (where appropriate) by your authorised representatives.

4. Scope, reliance and outputs

4.1 We will perform the Services with reasonable care and skill. We do not provide legal advice unless expressly agreed in writing.

4.2 Reports, family trees, schedules, certificates, searches, quotations and other deliverables (“Outputs”) are prepared solely for you as the instructing client and solely for the purpose set out in the relevant scope/quote.

4.3 No third party may rely on any Output without our prior written consent. You must not disclose Outputs to third parties (including potential beneficiaries) except to the extent reasonably necessary for the administration of the estate/trust and subject to confidentiality and data protection obligations.

4.4 Genealogical research is inherently dependent on record availability and accuracy. We cannot guarantee that all heirs/beneficiaries will be identified in every case, including (without limitation) where records are missing, inaccurate, sealed, overseas, or where there are unknown adoptions, informal name changes, or non-marital issue.

5. Charges, disbursements, VAT and payment

5.1 Our charges are as set out in our current price list, or as quoted in writing to you. Unless stated otherwise, all amounts are exclusive of VAT and disbursements.

5.2 Disbursements (for example: certificates, search fees, courier costs, translation, tracing agents, or third-party databases) are payable by you in addition to our charges. We may require funds on account for disbursements.

5.3 We may invoice on completion, at agreed milestones, on request, or (for ongoing matters) periodically. If a Service is still being performed after three months we may raise interim invoices.

5.4 You must notify us within 14 days of invoice date if you dispute an invoice, providing details of the dispute. Otherwise the invoice will be treated as accepted.

5.5 Unless otherwise agreed in writing, invoices are payable within 30 days of invoice date.

5.6 Where a Service is provided on a beneficiary contingency basis, you agree to pay our charges within 7 days of any payment to the beneficiaries identified through our Services, whether or not you have received our invoice at that time.

5.7 Late payment: we may charge interest on overdue sums at 8% per annum above the Bank of England base rate from time to time under the Late Payment of Commercial Debts (Interest) Act 1998, and may recover reasonable debt-recovery costs.

5.8 We may suspend or cease Services where payment is materially overdue or where funds on account requested for disbursements are not provided.

6. Service-specific terms

6.1 Asset Search Service

6.1.1 Scope. We will undertake searches for assets of the Deceased, which may include:

- a postal redirection (where available) for three months unless otherwise instructed;
- searches for dormant/flagged bank and building society accounts, shareholdings, life and pension policies, unit trusts, investment trusts and occupational schemes (subject to clause 6.1.6);
- credit reference searches; and
- such other searches as we reasonably consider appropriate.

6.1.2 This Service does not include recovering, collecting, realising or transferring assets unless separately agreed in writing.

6.1.3 Some searches are carried out by third parties. We are not responsible for delays or inaccuracies in third-party systems, and results may reveal debts/creditors and may not reveal active accounts.

6.1.4 Geographic scope: unless otherwise agreed, searches are limited to England and Wales for land and Great Britain for other assets.

6.1.5 Postal redirection limitations: redirection is generally not available for addresses outside the UK or from multi-occupied addresses (e.g. nursing/care homes). Additional fees apply for multiple names/addresses or extended redirection.

6.1.6 Occupational pension searches: you must provide sufficient employment history to enable a reasonable search.

6.1.7 Timescale: we aim to provide a report approximately five weeks from receipt of the signed authority and required information, but timescales are estimates and may vary.

6.1.8 Addenda: if further relevant information is discovered within three months of our report, we will provide an addendum at no additional charge (excluding any new disbursements).

6.2 Genealogical Services

6.2.1 Scope. We undertake research to establish the identity, entitlement and/or whereabouts of persons who may be entitled to benefit from an estate or trust, or who have an interest in related assets (including missing/absent shareholders, trustees or co-owners of land).

6.2.2 We do not undertake debtor tracing (i.e. locating persons who owe money to you or your client) unless expressly agreed in writing.

6.2.3 Payment basis. We will agree one of the following bases at the outset (and may confirm in a scope/quote):

- Beneficiary Contingency Basis – a fee agreed with each beneficiary we locate, calculated as a percentage of that beneficiary's entitlement;
- Finder's Fee Contingency Basis – a fee payable by the Personal Representative (or their agent) for each beneficiary identified, calculated as a percentage of that beneficiary's entitlement or any discretionary/other payment arising from the death;
- Fixed fee – a fee agreed in advance, payable irrespective of outcome;

- Hourly basis – charged in accordance with our published hourly rates in force when the research commenced (or as otherwise agreed in writing).

6.2.4 Information and exclusivity (contingency instructions). Where we act on a contingency basis, you will:

- provide all information known to you or reasonably available (including prior research and contact details for known family/representatives);
- use best endeavours to ensure that no parallel genealogical research is commissioned without our written consent; and
- inform us promptly if any previously unknown beneficiary contacts you or your client.

6.2.5 Reporting. We will provide a report of results within 14 days of completing the research, and may provide interim updates where information becomes available earlier.

6.2.6 Standard search parameters (illustrative). Typical UK genealogical searches may include (where relevant): births/issue searches, marriage searches, death searches, probate searches and record triangulation across multiple sources. The scope may vary depending on jurisdiction, record access and the instructions.

6.2.7 Outcome. For fixed fee or hourly research we do not guarantee success or that any particular outcome will be achieved.

6.3 Insurance Services

6.3.1 Scope. We can obtain quotations (and where agreed, arrange cover) for: Missing Beneficiary Insurance (MBI), Missing Will Insurance (MWI), combined MBI/MWI, and occupied/unoccupied property insurance.

6.3.2 Insurance Premium Tax will be included at the rate applicable to the policy.

6.3.3 Regulation. We are authorised and regulated by the Financial Conduct Authority (FCA) in respect of insurance distribution activities and client money. Our FCA Firm Reference Number (FRN) is 472919.

6.3.4 Duty of fair presentation. You must provide complete and accurate information to enable quotations and placement/renewal/variation of cover. The “Duty of Disclosure and Fair Presentation” guidance at Schedule 1 applies to insurance-related Services.

6.3.5 Insurers’ terms. Any insurance policy is subject to the insurer’s terms and conditions. We are not responsible for an insurer’s decision to accept, price, decline, avoid or apply terms to a policy.

6.4 Property Services

6.4.1 We can assist with property-related services including: valuations, clearance (including sale of valuable items and recovery of personal items), sale support, maintenance while being marketed, and arranging occupied/unoccupied property insurance.

6.4.2 Some property-related services may be provided by third parties (e.g. agents, contractors, valuers, removers). Where we introduce or instruct third parties on your behalf, those third parties may contract directly with you and/or the Personal Representative and may have their own terms. We are not responsible for their performance except to the extent caused by our negligence in selecting/instructing them.

6.4.3 Unless we agree otherwise in writing, we do not act as estate agent or property manager and do not hold client monies relating to property transactions (other than in connection with regulated insurance client money).

6.5 Will Tracing Service

6.5.1 We may undertake: a full Will search, a search for wills deposited with the Principal Registry of the Family Division, and searches of local will writers (including members of the Institute of Professional Will Writers and/or the Society of Will Writers) as appropriate.

6.5.2 Results depend on record availability, third-party participation and timeframes outside our control.

6.6 Other Services

6.6.1 By mutual arrangement we may provide other services not listed above to assist in the administration of estates or related matters. Any such services will be confirmed in writing (including scope and fees).

7. Limitation and exclusions of liability

7.1 We will provide the Services with reasonable care and skill.

7.2 Nothing in the Contract excludes or limits liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot lawfully be excluded or limited.

7.3 Subject to clause 7.2, our total aggregate liability to you (whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise) arising out of or in connection with the Contract shall not exceed the lesser of: (a) £2,000,000; and (b) the total charges paid by you to us under the relevant Contract.

7.4 We are not liable for: (a) indirect or consequential losses; or (b) business losses (including loss of profits, revenue, contracts, goodwill or commercial opportunities).

7.5 We are not liable for delay or failure caused by events outside our reasonable control (including third-party delays, record office closures, industrial action, system outages, governmental actions, or supply chain disruptions).

8. Intellectual property

8.1 We own all intellectual property rights in the Outputs we create, subject to any third-party rights in source materials.

8.2 You may use Outputs for the purpose of administering the relevant estate/trust and for your internal file. You must not publish, sell, reproduce for commercial purposes, modify, or use Outputs for marketing without our prior written consent.

9. Acceptable use

9.1 You must not use the Services or Outputs in any way that is unlawful, fraudulent or harmful, or that infringes the rights of others. We may suspend or terminate Services where misuse is suspected.

9.2 Unless agreed in writing, the Services are provided for use in the United Kingdom only.

10. Commission and conflicts

10.1 We may receive commission or referral fees from third parties (for example, insurers or service providers) in connection with Services. Unless agreed otherwise, any such commission is retained by us and does not reduce your fee/premium.

10.2 Where we identify a conflict of interest we will inform you promptly and agree appropriate steps (which may include ceasing to act).

11. Confidentiality

11.1 You must keep confidential any non-public information we provide and must not disclose it to third parties except as reasonably necessary for estate administration or as required by law/court order.

11.2 Where we provide Personal Information, you must process it lawfully and securely, and must not disclose Personal Information to beneficiaries or potential beneficiaries unless it is lawful and necessary for estate administration.

12. Complaints

12.1 If you have a complaint about our Services, please write to: The Complaints Partner, Fraser and Fraser, 39 Hatton Garden, London EC1N 8EH, or email via our main address.

12.2 A dispute about fees/contract performance will be treated as a contractual dispute; however we encourage early dialogue to resolve issues quickly.

13. Termination

13.1 You may terminate a Contract by giving us 14 days' written notice.

13.2 On termination, you must pay for all Services performed up to termination together with any disbursements incurred.

13.3 For contingency instructions, if you terminate under clause 13.1 we may charge a reasonable and proportionate fee for work performed and value provided up to termination, and recover disbursements incurred.

13.4 We may terminate immediately on written notice if you commit a material breach (including non-payment) and fail to remedy it within a reasonable time after notice, or where we reasonably suspect fraud or unlawful activity.

14. Data protection

14.1 Both parties will comply with applicable data protection law, including the UK GDPR and the Data Protection Act 2018.

14.2 We will use Personal Information for the purposes of providing the Services, complying with legal/regulatory obligations, and legitimate business administration. We will keep Personal Information secure and retain it in accordance with our retention policies.

14.3 Where we process Personal Information on your behalf as a processor (if applicable), we will do so only on your documented instructions and will implement appropriate technical and organisational measures. Where we act as controller, we will determine the purposes and means of processing.

14.4 Further details including Data Protection (GDPR), are set out in our Privacy Policy available on request or on our website.

15. General

15.1 Notices: notices must be in writing and sent to the addresses stated in the relevant scope/quote or to our head office/email above. Email is deemed received on the next business day in England after sending, provided no bounce-back is received.

15.2 Severance: if any provision is held invalid or unenforceable, the remainder will continue in full force.

15.3 Waiver: a failure or delay to enforce a right is not a waiver of that right.

15.4 Assignment: you may not assign or transfer the Contract without our prior written consent.

15.5 Entire agreement: the Contract constitutes the entire agreement between the parties and supersedes prior discussions or correspondence, save for fraud.

16. Governing law and jurisdiction

16.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.

16.2 The courts of England and Wales shall have exclusive jurisdiction.

16.3 Insurance policies arranged under the Insurance Services may be governed by the laws of England and Wales, Scotland or Northern Ireland as applicable to the policy; please refer to the insurer’s policy wording.

Schedule 1 – Duty of Disclosure and Fair Presentation (Insurance Act 2015)

This Schedule is guidance only and does not constitute legal advice. Your policy wording may vary the strict legal position.

S1.1 Before an insurance policy is placed, at renewal, and when varying/extending the policy, you have a duty under the Insurance Act 2015 to make a “fair presentation” of the risk. This includes disclosing all material circumstances that you know or ought to know, following a reasonable search of available information, and presenting information in a manner that is reasonably clear and accessible to a prudent insurer.

S1.2 A circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium and/or terms, or in deciding whether to accept the risk.

S1.3 If you are unsure whether something is material, you should disclose it. Failure to make a fair presentation may allow the insurer to apply remedies which can include avoiding the policy, applying different terms, or reducing a claim payment proportionately, depending on whether the breach was deliberate/reckless and what the insurer would have done had a fair presentation been made.