

# 1. Introduction

This Agreement outlines the terms and conditions under which the Service Provider (“Handyman”) will provide minor household repair and maintenance services to the Client via My Guy. By using this service, both parties agree to be bound by these terms.

## 1. Scope of Services

The Service Provider shall perform minor household repair and maintenance tasks as defined within the Service Call Definition & Scope Policy. Services include, but are not limited to, minor repairs such as fixing leaking taps, re-hanging doors, and patching small holes; routine maintenance including filter replacement and minor painting touch-ups; installations such as furniture assembly, mounting TVs or shelves; seasonal preparations including gutter clearing and draught-proofing; safety inspections like smoke or carbon monoxide detector testing; and basic smart home device setups.

All services are subject to the time, complexity, and material limitations specified in the Scope Policy.

Where additional materials beyond the Service Provider’s standard toolkit are required and are not supplied by the Client, such materials will be invoiced separately at cost and must be approved in advance by the Client.

---

## 2. Excluded Services

The following services are expressly excluded from the scope of a standard service call and will not be undertaken by Service Providers via My Guy: major structural or foundational repairs, any plumbing, gas, or electrical work requiring certification or licensed professionals, pest control, roofing, HVAC system repairs, extensive landscaping, fencing, glazing or window installation, hazardous material handling, pool maintenance, masonry work, large-scale painting or remodeling projects, and specialized appliance repairs that require manufacturer certification or specialized training.

Clients requiring such services will be referred to qualified, licensed specialists outside the My Guy platform. My Guy assumes no responsibility or liability for referral outcomes or third-party services.

---

## 3. Service Call Limits

Clients subscribing to My Guy services are entitled to up to five (5) service calls per calendar month, each constituting a visit of up to 90 minutes on-site for 1–3 minor tasks or one moderate task as per the Scope Policy.

Service calls are non-transferable, do not accumulate or carry over month-to-month, and are not refundable if unused.

Additional service calls, extended work beyond the allotted time, or work outside the predefined scope must be pre-approved by the Client and may be subject to additional charges at prevailing rates.

---

#### **4. Fees and Payment**

The fixed monthly subscription fee of £350 entitles the Client to up to five service calls as defined above.

Additional materials, parts, or specialized equipment, if not supplied by the Client, will be invoiced separately at cost price with prior Client approval.

All payments are due in advance on the agreed billing cycle.

Failure to remit payment may result in suspension or termination of service until all outstanding fees are settled.

Any extra services or overtime work must be mutually agreed in writing prior to execution and are subject to additional fees.

---

#### **5. Scheduling**

Appointments will be arranged based on mutual agreement between the Client and the Service Provider, taking into account availability and reasonable notice.

My Guy will facilitate initial introductions but does not guarantee specific appointment times or emergency service availability.

Clients are encouraged to provide detailed job descriptions and photographs at the time of booking to ensure adequate preparation and efficient use of service call time.

Last-minute or emergency requests may be accommodated at the discretion of the Service Provider and are subject to availability.

---

#### **6. Client Responsibilities**

Clients must provide complete and accurate descriptions of requested services and disclose any relevant information or special circumstances affecting the work.

Clients shall ensure the Service Provider has safe, unobstructed access to the property and work areas during scheduled appointments.

Clients are responsible for notifying Service Providers of any known hazards, security protocols, pets, or conditions that may affect safety or completion of the work.

Failure to meet these responsibilities may result in rescheduling or cancellation of service calls, without liability to My Guy or the Service Provider.

---

#### **7. Liability**

My Guy acts solely as a platform for the introduction of independent Service Providers to Clients and disclaims all liability arising from the provision of services.

Service Providers are independent contractors and bear full responsibility and legal liability for the quality, safety, legality, and completeness of their workmanship and services.

Clients engage Service Providers at their own risk within the defined service scope and acknowledge that My Guy shall have no responsibility for damages, losses, or injuries resulting from the work performed.

---

#### **8. Insurance**

All Service Providers operating via My Guy must maintain valid and current public liability insurance with a minimum indemnity limit of £5,000,000. Where applicable, Service Providers must also hold employer's liability insurance in compliance with UK law. Clients have the right to request and verify insurance documentation prior to service commencement.

My Guy reserves the right to suspend or terminate Service Providers who fail to maintain the requisite insurance cover.

---

## **9. Confidentiality and Data Protection**

Service Providers shall maintain strict confidentiality of all personal, property, and service information acquired through their engagement with Clients via My Guy.

Both My Guy and Service Providers comply fully with the UK General Data Protection Regulation (UK GDPR) and other applicable data protection legislation.

Personal data collected by My Guy is securely stored and used solely for the purpose of providing and improving services.

Clients retain the right to access, correct, or request deletion of their personal data by contacting My Guy directly.

---

## **10. Termination**

Either party may terminate the service arrangement by providing no less than 30 days' written notice to the other party.

My Guy reserves the right to immediately terminate access to the platform or services in the event of breach of contract, misconduct, failure to maintain certifications or insurance, or other just cause.

Payments for all services rendered prior to termination remain due and payable.

---

## **11. Dispute Resolution**

In the event of any dispute arising from or related to services facilitated by My Guy, the parties agree to attempt an amicable resolution through mediation prior to any legal proceedings.

During mediation, My Guy will act in good faith to facilitate communication and resolution between Client and Service Provider.

My Guy will retain all Client payments relating to the disputed services in escrow until resolution is reached.

Following a dispute, both the Client and Service Provider will be required to sign a mutually agreed settlement or resolution document subject to My Guy's review and approval before funds are released or the dispute considered closed.

---

## **12. Entire Agreement**

This Agreement constitutes the entire understanding between the Client and My Guy with respect to the services provided and supersedes all prior agreements, representations, or communications, whether written or oral.

No amendment or variation of this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties.

---

### **13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

---

### **14. Additional Provisions**

**Health and Safety:** Clients must ensure that the Service Provider is provided a safe working environment free from hazards, unsafe conditions, or unlawful impediments. My Guy and Service Providers accept no liability for injuries, damage, or delays caused by unsafe conditions attributable to the Client.

**Compliance:** All services performed must be compliant with applicable UK laws, regulations, and industry standards.

**Add-On Services:** Jobs or tasks exceeding the parameters of a standard service call may be agreed separately under bespoke terms and invoiced accordingly.

### **15. Platform Role, Liability Disclaimer, and Client Acknowledgement**

#### **15.1 Nature of the Platform**

My Guy Ltd ("My Guy") operates solely as a facilitative platform that introduces Clients to independent, self-employed tradespeople ("Service Providers"). My Guy is not a contractor, principal, agent, employer, or guarantor of any Service Provider, nor does it operate as a booking agency.

My Guy does not direct, manage, supervise, or control the manner or means by which services are performed. Once a connection is established, all engagement, scheduling, and communication occurs directly between the Client and the Service Provider.

#### **15.2 Limitation of Liability**

My Guy shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise, for any loss, damage, injury, liability, cost, or expense incurred by the Client arising out of or in connection with:

- The acts, omissions, or performance of the Service Provider;
- Any personal injury or property damage caused during or as a result of the services rendered;
- Any failure by the Service Provider to hold, maintain, or act in accordance with the required qualifications, trade licenses, or insurance;
- Any deficiency, defect, or incompleteness in the services provided.

Clients acknowledge and accept that all Service Providers introduced via the Platform act in their individual capacity and are fully and solely liable for their conduct, workmanship, insurance coverage, legal compliance, and any consequences arising therefrom.

### **15.3 Insurance and Legal Responsibility of Service Providers**

All Service Providers engaged via the Platform confirm, as a condition of participation, that they:

- Are duly qualified, experienced, and legally permitted to perform the services offered;
- Hold and will maintain valid public liability insurance with a minimum indemnity of £5,000,000;
- Possess and will maintain any trade-specific certifications, licenses, or accreditations required under applicable UK law;
- Assume full legal and financial responsibility for the services they provide.

My Guy does not verify insurance coverage or trade documentation on an ongoing or job-specific basis. The obligation to ensure compliance with applicable legal and industry requirements rests solely with the Service Provider.

### **15.4 Client Acknowledgement and Assumption of Risk**

By engaging with a Service Provider through the Platform and by ticking the acceptance box or otherwise confirming agreement to these Terms, the Client expressly acknowledges and agrees that:

- They have read, understood, and accept these Terms in full;
- They engage with the Service Provider at their own risk;
- My Guy is not responsible for the quality, outcome, legality, or consequences of the services performed;
- Any claim, demand, dispute, or legal action arising from the services shall be directed exclusively to the Service Provider;
- They waive and release My Guy from any and all claims, liabilities, damages, losses, costs, or proceedings arising out of or related to the services rendered.

This Clause shall survive termination of the Agreement and continue to apply to any service engagement facilitated by My Guy.