

MY GUY LTD – TRADESPERSON TERMS & CONDITIONS

Introduction

This Agreement (“Agreement”) is entered into between My Guy Ltd (“My Guy,” “Platform,” “We,” “Us”) and you, the Tradesperson (“You,” “Contractor”). My Guy operates as a facilitative partnership service that connects Clients with independent, self-employed trades professionals. This Agreement governs your access to and use of the My Guy platform and sets forth your obligations, responsibilities, and terms of engagement.

My Guy is not a booking agency or employer. Instead, it serves solely to introduce you to potential Clients who may engage your services directly. You become the Client’s dedicated tradesperson and manage all service provision independently.

By electronically accepting this Agreement, you acknowledge that you have read, understood, and accept all terms herein and assume full accountability for compliance.

1. Engagement and Independent Contractor Status

1.1 You acknowledge and agree that you are engaged strictly as an independent contractor, and this Agreement does not create any form of employment, agency, partnership, or joint venture relationship with My Guy.

1.2 You retain exclusive control over how, when, and where services are performed, subject only to the scope and standards agreed with the Client.

1.3 You are solely responsible for the manner, quality, and timeliness of your services.

2. Scope of Services

2.1 You shall provide minor household repair, maintenance, installation, and related services consistent with the Service Call Definition & Scope Policy established by My Guy.

2.2 You must perform all services competently, professionally, and in accordance with all applicable laws, regulations, industry standards, and health and safety requirements.

2.3 You shall not undertake any work outside the defined scope—such as major structural repairs, certified plumbing, gas, or electrical work, or any specialist trades—unless explicitly authorized in writing by the Client and My Guy.

2.4 You remain responsible for assessing service feasibility and communicating limitations or requirements to the Client.

Services are limited to no more than 90 minutes per call, covering 1–3 minor tasks or one moderate task as per the Scope Policy.

Any additional materials beyond your standard toolkit must be pre-approved by the Client and invoiced separately at cost.

Services outside this scope are expressly prohibited and include but are not limited to major structural repairs, licensed plumbing, gas or electrical work, roofing, pest control, large-scale renovations, or specialized appliance repairs.

Scheduling is arranged directly between you and the Client.

My Guy only facilitates introductions and does not guarantee appointment times or

emergency service availability.

You may accept or decline last-minute requests at your discretion.

3. Insurance, Licensing, and Legal Compliance

3.1 You affirm that you hold, and shall continuously maintain, all legally required trade licenses, certifications, and registrations relevant to the services you provide., required to lawfully perform your trade and services in the UK.

3.2 You shall maintain valid public liability insurance with a minimum indemnity of £5,000,000 and, where applicable, employer's liability insurance compliant with UK law.

3.3 By confirming this terms and agreement you assuring that you the tradesperson has a valid proof of insurance and qualifications prior to performing any work and upon each renewal.

3.4 You assume full legal and financial responsibility for compliance with all statutory, regulatory, and contractual obligations.

3.5 You acknowledge that My Guy does not verify ongoing insurance or licensing documentation on a job-by-job basis and expressly disclaims any responsibility for your compliance. Ensuring compliance remains your sole responsibility. Failure to maintain valid insurance or certifications may lead to immediate suspension or termination from the platform.

4. Limitation of Platform Liability and Indemnification

4.1 You acknowledge and agree that My Guy functions solely as a platform facilitating introductions between you and Clients and is not responsible for the quality, performance, legality, or outcomes of services rendered.

4.2 My Guy disclaims all liability for any personal injury, property damage, financial loss, or other harm arising from your services or conduct.

4.3 You shall indemnify, defend, and hold harmless My Guy, clients from any and all claims, damages, liabilities, losses, costs, or expenses arising out of or connected with your services, including but not limited to claims arising from negligence, breach of contract, or statutory violations.

4.4 You accept sole responsibility for any damages or losses caused during service delivery and agree that any claims by Clients shall be directed exclusively to you. You acknowledge and agree that My Guy is a platform connecting Clients and Tradespeople and is **not responsible for any damage, loss, injury, or defect arising from your services or conduct.**

You assume full liability for the quality, safety, legality, and completeness of your work.

You agree to indemnify and hold harmless My Guy and its affiliates from any claims, demands, damages, or legal actions arising out of your services.

By ticking acceptance of these Terms, you expressly accept full accountability and legal responsibility for understanding and complying with all requirements herein.

5. Payment and Taxation

5.1 You will be remunerated directly by Clients on terms mutually agreed between you and the Client.

5.2 My Guy does not manage payment processing, collections, disputes, or any related financial transactions and expressly disclaims liability for any payment issues.

5.3 You are solely responsible for reporting and paying all applicable taxes, national insurance contributions, and other statutory charges arising from your earnings.

6. Conduct, Professionalism, and Compliance

6.1 You agree to uphold the highest standards of professionalism, honesty, and ethical conduct in all dealings with Clients and while representing My Guy. You shall perform all services professionally, safely, and in compliance with all applicable UK laws and industry standards.

6.2 You must comply with all applicable health and safety laws and ensure your working environment is safe for yourself, Clients, and others. You must maintain a safe working environment, ensure proper use of tools and materials, and exercise reasonable care to avoid damage or injury.

6.3 Any misconduct, breach of contract, failure to maintain qualifications or insurance, or unethical behaviour may result in suspension or immediate termination of your access to the platform and services. You shall communicate honestly and promptly with Clients and My Guy regarding service progress, issues, or disputes.

7. Confidentiality and Data Protection

7.1 You agree to keep all Client information confidential and use personal data strictly in accordance with UK GDPR and data protection laws.

7.2 You shall not disclose, sell, or otherwise misuse any Client data for purposes unrelated to service provision or platform operations.

8. Dispute Resolution

8.1 In the event of any dispute arising between you and a Client relating to services or payments, you agree to cooperate fully with My Guy in good faith efforts to resolve the dispute through mediation or alternative dispute resolution methods.

8.2 My Guy will retain the Client's payments related to disputed services in escrow until a mutually agreeable resolution is reached.

8.3 Both you and the Client must sign a written agreement documenting the terms of any resolution, which shall be subject to review and acceptance by My Guy prior to release of funds or closure of the dispute.

8.4 You acknowledge and accept that My Guy will act impartially but does not guarantee the outcome of dispute resolution.

9. Termination

9.1 Either party may terminate this Agreement by providing 30 days' written notice.

9.2 My Guy may terminate your participation immediately for cause, including but not limited to breach of contract, misrepresentation, failure to maintain required insurance or certifications, or conduct detrimental to the Platform or Clients.

9.3 Upon termination, you shall cease using the platform and promptly return or destroy all Client data and confidential information.

10. Platform Role, Service Nature, and Client Acknowledgement

10.1 My Guy is **not a booking agency or employer** and does not direct, manage, or control your work or scheduling.

10.2 My Guy operates as a **partnership service** connecting you with Clients, who choose you as their dedicated tradesperson/fixer.

10.3 You confirm that you have all required documentation, certifications, and insurance to lawfully perform your services.

10.4 You accept full legal and financial responsibility for all work and potential damages arising therefrom.

10.5 By accepting these Terms and ticking the agreement box, you take full accountability for understanding these obligations and waiving claims against My Guy for any damage or disputes related to your services.

11. Additional Provisions

11.1 **Health and Safety:** You must ensure safe working conditions and comply with health and safety laws. My Guy disclaims liability for any injury, damage, or delays caused by unsafe client environments.

11.2 **Compliance:** All services must comply with applicable UK laws and industry standards.

Add-On Services: Jobs exceeding standard call parameters must be agreed separately and invoiced accordingly.

12. Governing Law and Jurisdiction

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

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

13. Entire Agreement and Acceptance

13.1 This Agreement constitutes the entire understanding between you and My Guy and supersedes all prior agreements or understandings, whether oral or written.

13.2 No variation or modification shall be effective unless made in writing and signed by both parties.

13.3 By electronically ticking the acceptance box, you confirm that you have read, understood, and accepted all terms contained herein, assume full accountability for compliance, and agree to be legally bound by this Agreement.