

TERMS & CONDITIONS FOR CUSTOMERS

Last Updated: December 2024

These Terms and Conditions govern the services that Hourlys makes available to you. Please read them carefully before using our Website. By using our Website and services, you confirm that you accept these Terms and Conditions and agree to comply with them.

If you do not accept these Terms and Conditions, you must not use our Website or services.

ABOUT US

Hourlys Hourly Ltd ("we", "us", "our", "Hourlys") operates the Website and provides the Facilitation Services described in these Terms.

Company Details:

- Company registered in England and Wales
 - Company number: 15480449
 - Registered address: Unit C Aldow Enterprise Park, Blackett St, Manchester, M12 6AE
 - Email: team@hourlys.co.uk
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1. DEFINITIONS

In these Terms and Conditions, the following terms have these meanings:

"Customer" or **"you"** - individuals or businesses who use the Website to find Helpers to provide services.

"Helper" - individuals who offer their services to Customers through the Website.

"Task" - a request posted by a Customer for services they require.

"Services" - the work or services provided by a Helper to a Customer.

"Facilitation Services" - the service provided by Hourlys that allows Customers and Helpers to connect through the Website.

"Website" - www.hourlys.co.uk and any associated mobile applications.

"Service Contract" - the direct agreement between a Customer and a Helper for the provision of Services.

2. THE FACILITATION SERVICES

2.1 What We Do

Hourlys operates a platform that connects Customers who need help with local tasks with Helpers who want to provide those services. We facilitate introductions only - we do not provide the Services ourselves.

2.2 How It Works for Customers

Step 1: You create an account and post a Task describing what help you need, when you need it, and your location.

Step 2: You can browse profiles of Helpers in your area who offer the services you require. You can review their profiles, including verified postcodes, user reviews, and service descriptions.

Step 3: You contact Helpers directly through our messaging system to discuss your requirements, agree on price, and arrange timing.

Step 4: You meet the Helper and they provide the Services. Payment is made directly between you and the Helper - Hourlys is not involved in the payment transaction.

Step 5: After the Services are completed, you can leave a review of the Helper on the Website.

2.3 No Matching Guarantee

While we aim to help you find suitable Helpers, we cannot guarantee that Helpers will be available for your specific Task. If no suitable Helpers are found, you may need to adjust your requirements, timing, or budget.

2.4 Your Relationship with Helpers

IMPORTANT: When you engage a Helper to provide Services, you enter into a direct contract with that Helper (the "Service Contract"). Hourlys is not a party to this contract. The Helper is solely responsible for:

- The quality of the Services provided
- Showing up on time
- Having appropriate skills and qualifications
- Any damage, loss, or injury arising from the Services

2.5 Payment Terms

How Payment Works:

- Payment for Services is arranged and made directly between you and the Helper
- Hourlys does not process, hold, or facilitate payments

- You and the Helper are free to agree payment terms (e.g., hourly rate, fixed price, payment timing)
- **We strongly recommend you agree to pay only after Services are satisfactorily completed**

Our Fees:

- The Facilitation Services are provided to you at no cost
- There are no platform fees, commissions, or charges for Customers to post Tasks or contact Helpers

2.6 Verification and Trust Features

What "Verified" Means:

We verify certain information about Helpers, including:

- **Postcode verification:** We confirm each Helper's postcode through account registration
- **Email verification:** We verify email addresses through confirmation links
- **Review system:** We display reviews from other Customers who have used a Helper's services

What We DON'T Verify:

We do NOT verify or guarantee:

- Professional qualifications, licenses, or certifications
- Insurance coverage
- Criminal background checks (DBS checks)
- Skills, experience, or ability to complete specific tasks
- Identity documents

Your Responsibility:

You are responsible for:

- Verifying any qualifications or checks you require before hiring a Helper
- Requesting proof of insurance if appropriate for the Services
- Requesting references or additional information from Helpers
- Making your own assessment of whether a Helper is suitable for your needs

2.7 Review System

Leaving Reviews:

After Services are completed, you may leave a review of the Helper. Reviews must be:

- Honest and based on your genuine experience
- Respectful and not contain offensive, discriminatory, or abusive language
- Factual and not contain false or misleading information
- Focused on the Services provided, not personal attacks
- Free from personal information about the Helper (e.g., full address, phone number)

Review Moderation:

We reserve the right to:

- Remove reviews that violate these guidelines
- Remove reviews containing profanity, discrimination, or harassment
- Ban users who repeatedly post inappropriate reviews
- Investigate disputed reviews

Review Disputes:

If a Helper disputes your review, we may investigate. We will make a final decision on whether to remove, edit, or retain the review. Our decision is final.

Reviews may remain visible on the Website even after you close your account, as they help other Customers make informed decisions.

2.8 Messaging System

You must communicate with Helpers through our Website messaging system for initial discussions about Tasks. This helps us:

- Maintain records in case of disputes
- Monitor for inappropriate behavior
- Protect both parties

Once you have agreed to work with a Helper, you may exchange contact information to coordinate the Services.

2.9 External Websites

The Website may contain links to Helpers' personal websites or social media profiles. We have no control over these external sites and accept no liability for their content. Any interaction with external websites is at your own risk.

3. YOUR RESPONSIBILITIES

3.1 Age Requirement

You must be at least 18 years old to use the Facilitation Services.

3.2 Account Security

You are responsible for:

- Keeping your account login details secure
- Any activity that occurs under your account
- Notifying us immediately if you suspect unauthorized access

3.3 Accurate Information

You must provide accurate, current, and complete information when:

- Creating your account
- Posting Tasks
- Communicating with Helpers

3.4 Prohibited Activities

You must NOT:

- Post false, misleading, or fraudulent Tasks
- Harass, threaten, or abuse Helpers
- Discriminate against Helpers based on protected characteristics
- Use the Website for any illegal purpose
- Attempt to circumvent our systems or abuse the Facilitation Services
- Request Services that are illegal or violate these Terms
- Post Tasks involving supervision of children unless you verify appropriate qualifications and DBS checks

3.5 Safety Precautions

When allowing Helpers into your home or property, you should:

- Take reasonable security precautions
 - Secure or remove valuable items if appropriate
 - Ensure someone knows where you are and who you're meeting (especially for first-time interactions)
 - Trust your instincts - if something feels wrong, cancel the arrangement
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4. INSURANCE AND LIABILITY

4.1 Insurance Recommendations

We strongly recommend:

- You maintain appropriate home insurance that covers third-party service providers working in your property
- You verify that Helpers have public liability insurance if they are operating as a business
- For high-value work (e.g., renovations), you request proof of insurance before work begins

4.2 Incidents and Disputes

If any incident occurs during provision of Services (damage, injury, theft, poor quality work):

1. Document the incident with photos/evidence if possible
2. Attempt to resolve directly with the Helper
3. Report the incident to us at team@hourlys.co.uk for our records
4. Pursue any legal remedies against the Helper directly - your Service Contract is with them, not us

4.3 What We're NOT Responsible For

Hourlys is NOT liable for:

- Quality, timing, or completion of Services provided by Helpers
- Any damage to your property caused by Helpers
- Any injury to you or others caused by Helpers
- Any theft or loss occurring in connection with Services

- Payment disputes between you and Helpers
- Helpers failing to show up or canceling Services
- Any misrepresentation by Helpers about their skills or qualifications

Remember: The Service Contract is between you and the Helper. Any claims must be pursued against the Helper directly.

5. OUR LIABILITY TO YOU

5.1 What We Don't Limit

Nothing in these Terms limits our liability for:

- Death or personal injury caused by our negligence
- Fraud or fraudulent misrepresentation
- Any other liability that cannot be limited by law

5.2 If You Are a Consumer (Using Services for Personal/Domestic Use)

We provide the Facilitation Services for domestic and private use only. You agree not to use our services for commercial or business purposes.

We are not liable to you for:

- Loss of profit
- Loss of business
- Business interruption
- Loss of business opportunity

5.3 If You Are a Business Customer

If you use our services for business purposes, we exclude all implied conditions, warranties, representations, or other terms to the fullest extent permitted by law.

We are not liable for:

- Loss of profits, sales, business, or revenue
- Business interruption
- Loss of anticipated savings

- Loss of business opportunity, goodwill, or reputation
 - Any indirect or consequential loss or damage
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6. ENDING YOUR ACCOUNT

6.1 How to Close Your Account

You may close your account at any time by:

- Emailing us at team@hourlys.co.uk
- Following the account closure process in your account settings (if available)

6.2 What Happens When You Close Your Account

When you close your account:

- You will no longer be able to post Tasks or contact Helpers
- Your personal data will be handled according to our Privacy Policy
- Your reviews may remain visible on the Website to help other users make informed decisions
- You can request removal of your reviews by emailing us

6.3 Our Right to Suspend or Terminate Your Account

We may suspend or terminate your account immediately if:

- You breach these Terms and Conditions
- You engage in fraudulent or illegal activity
- You harass or abuse other users
- You post false or misleading reviews
- We have reason to believe your account has been compromised

We will notify you of any suspension or termination and the reason for it, unless doing so would be illegal or compromise security.

7. DATA PROTECTION AND PRIVACY

Your personal data is processed in accordance with our Privacy Policy, which can be found on our Website. By using the Facilitation Services, you consent to such processing and warrant that all data provided by you is accurate.

8. CHANGES TO THESE TERMS

8.1 How We Make Changes

We may update these Terms and Conditions from time to time to reflect:

- Changes in law
- Changes to our services
- Operational, legal, or regulatory reasons

8.2 Notification of Changes

When we make changes:

- We will update the "Last Updated" date at the top of these Terms
- For significant changes, we may notify you by email
- Continued use of our services after changes constitutes acceptance of the new Terms

You should check these Terms regularly to stay informed of any updates.

9. GENERAL PROVISIONS

9.1 Transfer of Rights

Our Rights: We may transfer our rights and obligations under these Terms to another organization. If this happens, we will notify you and ensure your rights are not affected.

Your Rights: You may not transfer your rights or obligations under these Terms to anyone else without our written consent.

9.2 Third Party Rights

These Terms are between you and Hourlys. No other person has any rights to enforce any provision of these Terms.

9.3 Severability

If any provision of these Terms is found to be invalid or unenforceable by a court, the remaining provisions will remain in full force and effect.

9.4 Waiver

Our failure to enforce any provision of these Terms does not constitute a waiver of that provision or our right to enforce it in the future.

9.5 Entire Agreement

These Terms, together with our Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and Hourlys regarding the Facilitation Services.

10. GOVERNING LAW AND DISPUTES

10.1 If You Are a Consumer

These Terms are governed by English law. You can bring legal proceedings in the English courts. If you live in Scotland, you can bring proceedings in either the Scottish or English courts. If you live in Northern Ireland, you can bring proceedings in either the Northern Irish or English courts.

10.2 If You Are a Business

These Terms (and any non-contractual obligations arising from them) are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to determine any dispute arising from or in connection with these Terms.

11. CONTACT US

If you have any questions about these Terms or need to contact us for any reason:

Email: team@hourlys.co.uk

Post: Hourlys Hourly Ltd, Unit C Aldow Enterprise Park, Blackett St, Manchester, M12 6AE

Response Time: We aim to respond to all enquiries within 48 hours.

ACCEPTANCE

By clicking "I Accept" or by using the Facilitation Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

END OF TERMS AND CONDITIONS

These Terms should be read in conjunction with our Privacy Policy and Cookie Policy, which are available on our Website.