

TERMS & CONDITIONS FOR HELPERS

Last Updated: December 2024

These Terms and Conditions govern your use of Hourlys as a Helper offering services to Customers. Please read them carefully before registering. By creating a Helper account and using our 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 register as a Helper or use our 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

1. DEFINITIONS

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

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

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

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

"Services" - the work or services you provide to a Customer.

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

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

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

"Profile" - your Helper account and listing on the Website, including your description, services offered, location, and reviews.

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 hire you, employ you, or contract you to provide Services.

2.2 How It Works for Helpers

Step 1: You create a Helper account and build your Profile, describing what services you offer, your location, your availability, and your rates.

Step 2: Customers can browse Helper profiles and view posted Tasks. You can also browse available Tasks posted by Customers in your area.

Step 3: Either you or a Customer initiates contact through our messaging system to discuss the Task, agree on price, and arrange timing.

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

Step 5: After the Services are completed, the Customer can leave a review of your work on your Profile.

2.3 Your Relationship with Customers

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

- Providing the Services to the agreed standard and timeline
- Showing up on time and being reliable
- Having appropriate skills, qualifications, and equipment
- Having appropriate insurance coverage
- Any damage, loss, or injury arising from the Services you provide
- All legal and tax obligations related to your work

You are NOT an employee of Hourlys. You are an independent contractor providing services directly to Customers.

2.4 No Commission - Platform is Free

How Payment Works:

- You agree payment terms directly with each Customer
- You receive payment directly from the Customer
- **Hourlys takes ZERO commission on your earnings**
- **There are no platform fees, subscription costs, or charges to use our Facilitation Services**
- You keep 100% of what you earn

Why We're Free:

- Our basic service for Helpers is completely free
- We may introduce optional premium features in the future (e.g., priority placement, enhanced profiles)
- These will always be optional - the core service remains free forever

2.5 No Guarantee of Work

We do not guarantee:

- That Customers will contact you
- That you will secure any particular Task
- A minimum amount of work or income
- That Customers will respond to your messages
- That Customers will choose you over other Helpers

The Website is a facilitation platform only. Success depends on your service quality, pricing, availability, reviews, and market demand.

3. YOUR PROFILE AND RESPONSIBILITIES

3.1 Age and Legal Requirements

You must:

- Be at least 18 years old
- Have the legal right to work in the UK

- Comply with all applicable laws, regulations, and professional requirements for the Services you offer

3.2 Profile Information

Your Profile must:

- Be accurate, complete, and honest
- Not contain false or misleading information
- Not impersonate another person or business
- Not include contact information in your public profile (use our messaging system initially)
- Be updated if your services, rates, or availability change

3.3 Verification Requirements

What We Verify:

- Your postcode (through account registration)
- Your email address (through confirmation link)

What You Must Verify Yourself: You are responsible for obtaining and maintaining:

- Professional licenses or certifications required for your Services (e.g., gas safe, electrical, etc.)
- Public liability insurance (strongly recommended for all Helpers)
- DBS checks if working with vulnerable people or children
- Any other qualifications or insurance your Services require

You must provide proof of qualifications or insurance to Customers if they request it.

3.4 Quality Standards

You must:

- Provide Services with reasonable care and skill
- Perform Services to a standard a Customer would reasonably expect
- Complete Services within agreed timelines
- Communicate clearly and professionally with Customers
- Respect Customers' property and privacy
- Comply with all health and safety requirements

3.5 Prohibited Activities

You must NOT:

- Provide false or misleading information about your skills or qualifications
- Harass, threaten, or abuse Customers
- Discriminate against Customers based on protected characteristics
- Use the Website for any illegal purpose
- Attempt to circumvent our systems or contact Customers outside the platform before agreeing to work together
- Solicit payment upfront unless mutually agreed with the Customer
- Offer Services that are illegal or violate these Terms
- Create multiple accounts
- Leave fake reviews or manipulate the review system

3.6 Professional Conduct

You agree to:

- Treat all Customers with respect and professionalism
- Arrive on time or notify Customers promptly if delayed
- Dress appropriately for the work being performed
- Maintain appropriate boundaries with Customers
- Use appropriate language and avoid offensive behavior
- Follow any reasonable house rules when working in a Customer's property

4. REVIEWS AND RATINGS

4.1 Review System

After completing Services, Customers may leave a review on your Profile including:

- A star rating (1-5 stars)
- Written feedback about your work

- Details of the Service provided

4.2 Review Visibility

Reviews are:

- Visible on your public Profile
- Used by other Customers to make informed decisions
- Permanent (unless removed for policy violations)
- Not modifiable by you (except through our dispute process)

4.3 Responding to Reviews

You may:

- Respond publicly to reviews on your Profile
- Contact us to dispute reviews that violate our guidelines

Guidelines for Review Responses:

- Be professional and respectful
- Address legitimate concerns constructively
- Do not include personal attacks or offensive language
- Do not share private information about the Customer

4.4 Disputing Reviews

You may request removal of a review if it:

- Contains false or defamatory statements
- Includes offensive, discriminatory, or abusive language
- Violates our review guidelines
- Contains personal information
- Is demonstrably about a different Helper or Service

Process:

1. Email team@hourlys.co.uk with the review in question and your reason for dispute
2. We will investigate within 5-7 business days

3. Our decision on whether to remove, edit, or retain the review is final

4.5 Consequences of Poor Reviews

If you receive:

- Multiple negative reviews indicating poor service quality
- Reviews alleging fraud, theft, or unsafe practices
- Complaints about harassment or unprofessional behavior

We reserve the right to suspend or terminate your account as outlined in Section 9.

5. MESSAGING AND COMMUNICATION

5.1 Platform Messaging

For initial contact and Task discussion, you must use our Website messaging system. This helps us:

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

5.2 Exchanging Contact Information

Once you and a Customer have agreed to work together, you may exchange phone numbers or other contact details to coordinate the Services.

5.3 Professional Communication

All communications must:

- Be respectful and professional
- Not include harassment, threats, or offensive content
- Not include spam or unsolicited marketing
- Relate to legitimate Task discussions

6. PAYMENT AND FINANCIAL MATTERS

6.1 Setting Your Rates

You are free to:

- Set your own rates for Services
- Charge hourly rates, fixed prices, or any agreed structure
- Negotiate rates with individual Customers
- Change your rates at any time (for new Tasks)

6.2 Payment Collection

You are responsible for:

- Agreeing payment terms with each Customer
- Collecting payment directly from the Customer
- All aspects of the financial transaction

Hourlys does NOT:

- Process payments on your behalf
- Hold funds in escrow
- Take any commission or fees
- Provide invoicing services
- Guarantee payment from Customers

6.3 Payment Disputes

If a Customer refuses to pay or disputes the amount:

1. Attempt to resolve directly with the Customer
2. Keep evidence (photos, messages, receipts)
3. Report the incident to us at team@hourlys.co.uk for our records
4. You may need to pursue legal remedies independently - we cannot force Customers to pay

6.4 Payment Recommendations

We strongly recommend:

- Agree on payment terms in writing before starting work
- Request payment after completion (not before) for small jobs
- For large jobs, consider requesting a deposit
- Keep detailed records of work performed
- Provide receipts for all payments received

7. INSURANCE AND LIABILITY

7.1 Insurance Requirements

We strongly recommend all Helpers maintain:

- Public liability insurance (minimum £1 million coverage)
- Professional indemnity insurance (for professional services)
- Equipment insurance (if applicable)
- Vehicle insurance (if using a vehicle for work)

Customers may request proof of insurance. Failure to provide it may result in lost opportunities.

7.2 Your Liability to Customers

You are fully liable for:

- Any damage to Customer property caused by your work
- Any injury to Customers or third parties caused by your negligence
- Poor quality work or failure to complete Services
- Any losses arising from your breach of the Service Contract

Hourlys is NOT liable for any claims arising from Services you provide.

7.3 Tax and Legal Obligations

You are responsible for:

- Registering as self-employed with HMRC (if applicable)
- Paying income tax and National Insurance contributions
- Registering for VAT (if your turnover exceeds the threshold)

- Maintaining proper financial records
- Obtaining any business licenses or permits required for your Services
- Complying with all employment law (if you hire assistants)

Important: Hourlys does not withhold tax or National Insurance from any payments you receive. You are solely responsible for all tax matters.

8. INTELLECTUAL PROPERTY

8.1 Website Content

All content on the Website (logos, design, text, software, graphics) is owned by Hourlys and protected by intellectual property laws. You may not:

- Copy, modify, or distribute our Website content
- Use our branding without permission
- Reverse engineer our Website or systems

8.2 Your Content

Content you upload to your Profile (photos, descriptions, etc.) remains your property, but by uploading it you grant Hourlys a license to:

- Display it on the Website
- Use it in marketing materials (with your consent)
- Store it on our servers

You warrant that you own or have permission to use all content you upload.

9. ACCOUNT SUSPENSION AND TERMINATION

9.1 Your Right 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)

When you close your account:

- Your Profile will no longer be visible to Customers
- Your personal data will be handled according to our Privacy Policy
- Your reviews will remain visible (to help Customers who previously used your Services)

9.2 Our Right to Suspend or Terminate Your Account

We may suspend or terminate your account immediately if:

- You breach these Terms and Conditions
- You receive multiple complaints or negative reviews indicating serious service issues
- You engage in fraud, theft, or illegal activity
- You harass, threaten, or abuse Customers or other users
- You provide false information about qualifications or identity
- You manipulate the review system
- You damage Hourlys' reputation through your actions
- You are subject to regulatory investigation related to your Services
- We reasonably believe your account poses a risk to Customers or our platform

9.3 Effect of Termination

Upon termination:

- You must immediately stop using the Website
- You remain liable for any outstanding Service Contracts with Customers
- Outstanding disputes or claims are not affected
- You may not create a new account without our permission

9.4 No Refunds

Since our Facilitation Services are provided free of charge, no refunds apply upon account closure or termination.

10. OUR LIABILITY TO YOU

10.1 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

10.2 What We're NOT Responsible For

We are not liable for:

- Customers not contacting you or choosing other Helpers
- Payment disputes between you and Customers
- Cancellations by Customers
- Your inability to find work through the platform
- Any losses arising from your Service Contracts with Customers
- Poor reviews or ratings
- Technical issues preventing you from accessing the Website temporarily
- Actions of other users

10.3 Maximum Liability

Our maximum aggregate liability to you for any and all claims is limited to £100.

10.4 Indemnity

You agree to indemnify (compensate) Hourlys for:

- Any claims made against us arising from your provision of Services
- Your breach of these Terms and Conditions
- Your violation of any laws or regulations
- Any damage to our reputation caused by your actions
- Claims by Customers arising from your work

This means if we face legal action because of something you did, you must cover our legal costs and any damages awarded.

11. DATA PROTECTION AND PRIVACY

11.1 Our Privacy Policy

Your personal data is processed in accordance with our Privacy Policy, available on our Website. By using the Facilitation Services, you consent to such processing.

11.2 Customer Data

When you obtain Customer contact information through the Website, you must:

- Only use it for legitimate business purposes related to the Task
- Not share it with third parties
- Comply with UK GDPR and data protection laws
- Not use it for spam or unsolicited marketing
- Delete it if the Customer requests (subject to legitimate business needs)

11.3 Confidentiality

You must keep confidential any information you learn about Customers through providing Services, except where:

- The information is public knowledge
- You're required to disclose it by law
- You need to disclose it to provide the Services

12. CHANGES TO THESE TERMS

12.1 How We Make Changes

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

- Changes in law
- Changes to our services

- Operational, legal, or regulatory requirements

12.2 Notification of Changes

When we make changes:

- We will update the "Last Updated" date at the top
- 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 updates.

13. GENERAL PROVISIONS

13.1 Independent Contractor Status

You are an independent contractor, not an employee, worker, or agent of Hourlys. This means:

- You're not entitled to employment benefits
- You control how, when, and where you provide Services
- You're responsible for your own tax and National Insurance
- No employment relationship exists between us

13.2 No Partnership or Joint Venture

Nothing in these Terms creates a partnership, joint venture, or agency relationship between you and Hourlys.

13.3 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.

Your Rights: You may not transfer your rights or obligations under these Terms to anyone else. Your Helper account is personal to you.

13.4 Third Party Rights

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

13.5 Severability

If any provision of these Terms is found invalid or unenforceable, the remaining provisions remain in full force

and effect.

13.6 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.

13.7 Waiver

Our failure to enforce any provision does not constitute a waiver of that provision or our right to enforce it later.

14. COMPLAINTS AND DISPUTES

14.1 Complaints About the Platform

If you have concerns about how the platform operates, contact us at team@hourlys.co.uk. We aim to respond within 48 hours.

14.2 Disputes Between You and Customers

Disputes about Services must be resolved directly between you and the Customer. We may provide information to assist resolution but are not obligated to mediate or resolve disputes.

15. GOVERNING LAW AND JURISDICTION

15.1 Governing Law

These Terms (and any non-contractual obligations arising from them) are governed by the law of England and Wales.

15.2 Jurisdiction

The courts of England and Wales have exclusive jurisdiction to determine any dispute arising from or in connection with these Terms.

16. CONTACT US

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

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" during Helper registration or by using the Facilitation Services as a Helper, 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.