



# The UK Guild of Handymen

## Terms and Conditions

See also: Privacy Policy, Dispute Resolution Procedure, Code of Conduct

**Effective Date: 1st October 2011**

**YOU SHOULD READ THESE TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE USING THIS WEBSITE. USING THE WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS REGARDLESS OF WHETHER OR NOT YOU CHOOSE TO REGISTER WITH US. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE WEBSITE.**

### 1. Introduction

This website is owned and operated by the Guild of Handymen Limited (registered number 07760602) with registered office address at 147 Monmouth Drive, Sutton Coldfield, West Midlands B73 6JR (the “Guild”).

### 2. Definitions

The following definitions apply in these Terms:

"Customer" means a person who uses Find A Handyman in order to be matched with a Member;

"Member" means any handyman who has been admitted as a member of the Guild;

"Registrant" means any handyman who has registered their details with the Guild;

"Service" means the Find A Handyman service;

"Site" means either <http://www.guildofhandymen.co.uk/> or <http://www.guildofhandymen.com/>;

"User" / "you" means any person who uses the Site including Members and Customers;

"We", "us" means the Guild of Handymen Limited.

### 3. The Site

3.1 Unless otherwise stated, the copyright, trademarks and other intellectual property rights in all material on the Site (including without limitation text, tools, photographs and graphical images) are owned by us or our licensors.

3.2 You may not reproduce or adapt the Site in whole or in part without our prior written consent, except for the purpose of accessing our products and/or services and for producing print outs for your own personal and non-commercial purposes. No part of the Site may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

3.3 Any use of the Site other than in accordance with these Terms is prohibited. If you breach any of these Terms, your permission to use the Site automatically terminates and you must immediately destroy any downloaded or printed extracts from the Site.

3.4 Any rights not expressly granted in these Terms are reserved.

#### 4. Use of the Service

- 4.1 You are not eligible for, and must not use or register for the Service if you are under 18 years of age.
- 4.2 The extent of the Service is to match Customers with Members and Registrants by location and/or any other criteria which we consider appropriate. We may change such criteria at any time.
- 4.3 When deciding whether to accept a Member, we rely on certain information from and about the prospective Member. While we take reasonable care with this process, and while Members are subject to the Dispute Resolution Procedure and agree to our code of conduct, we cannot provide any guarantee concerning, and are not responsible for, the communications, behaviour, suitability of, quality of work or other acts or omissions by or on behalf of any Member or Registrant. These are matters outside our reasonable control. It is entirely the Customer's responsibility to carefully evaluate and select a suitable Member or Registrant (including as to insurance cover, guarantees, qualifications and references) and to negotiate terms for any work to be undertaken. We do not act as the Customer's general contractor, agent, lawyer or adviser. Customers use our Service at their own risk.
- 4.4 We offer no guarantee that any or any particular Member or Registrant will contact a Customer or agree to undertake any particular work for a Customer.
- 4.5 If you are a Member you agree:
  - 4.5.1 that you will automatically be included in the Service unless you ask to be removed;
  - 4.5.2 that we have no control over the availability or frequency of work via the Service and make no guarantee that work will be obtained via the Service;
  - 4.5.3 that you may use information supplied by Customers only in connection with potential work for that Customer and that you will not disclose such information to any third party including but not limited to other contractors;
  - 4.5.4 that Customers are entitled to post feedback concerning Members and their service as a result of work placed through the Service; and
  - 4.5.5 that the Guild reserves the right to suspend from the Service any Member it suspects of having generated, or conspired to generate, false feedback or who has otherwise breached these terms and conditions.
- 4.6 Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Site shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied in them for any and all commercial or non-commercial purposes.
- 4.7 You must not post or transmit to or from the Site any material: (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or (b) for which you have not obtained all necessary licenses and/or approvals; or (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data). You may not misuse the Site (including, without limitation, by hacking).
- 4.8 We will co-operate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of these Terms.
- 4.9 You will not:
  - 4.9.1 disclose or make accessible to any third party any password(s), activation code(s) or similar information or use them for any purpose other than authentication for the Service.

- 4.9.2 publish or send any material which involves any personal data of another person (ie information enabling someone to be identified or contacted eg name, address, email address, photo etc) unless that person is 18 years or over and you have obtained that person's explicit written consent;
- 4.9.3 publish or send any material which links to any third party websites which are illegal or contain inappropriate content;
- 4.9.4 use the Service for any purpose other than for the genuine purpose of matching Customers to Members;
- 4.9.5 use the Service for mass mailings, junk mail, spam and pyramid or similar or fraudulent schemes; or
- 4.9.6 attempt to gain unauthorised access to any part of the Service or equipment used to provide the Service.
- 4.10 Customers agree to only post feedback which relates to the actual work placed though the Service and acknowledge that Members are offered the final right of reply to their feedback.
- 4.11 We reserve the right to recommend our Dispute Resolution Procedure to parties in the case of a dispute, including disputes arising from feedback. However, we do not guarantee that it will achieve satisfaction for either party.
- 4.12 We reserve the right to reject, suspend, alter, remove or delete or to disclose to the relevant authorities feedback or other content posted on the Site by Users ("Content") if it breaches our Terms or is necessary to protect us or others or if we are required to do so by law or appropriate authority. If so, you must not attempt to re-publish or re-send the relevant Content.
- 4.13 You must notify us immediately if you become aware of any inappropriate Content or inappropriate behaviour by any User. You can do this by visiting <http://www.guildofhandymen.co.uk/contact.php> and sending us an email entitled 'Report Abuse' and providing all relevant details.
- 4.14 Any content which we ourselves make available in connection with the Service is intended for very general guidance but we cannot guarantee that it is accurate or up to date. Before acting on such information, you must make your own appropriate enquiries including as to its accuracy and suitability for your purposes and take appropriate professional or other advice. You rely on such information at your own risk.
- 4.15 Your account is for your personal use only and is non-transferable. You must not authorise or permit any other person to use your account. You must take reasonable care to protect and keep confidential your password and other account or identity information. You must notify us immediately of any apparent breach of security such as loss, theft, misuse or unauthorised disclosure or use of a password. In such case you should also immediately amend your password. You are responsible for third parties who use your account or identity (unless and to the extent that we are at fault).
- 4.16 You must ensure that all contact information (eg email and postal addresses) which you provide us is accurate and not misleading and that you will update it so that it remains so. We are not responsible for any loss or damage arising from incorrect contact information.
- 4.17 You must comply with any guidelines or requirements on the Site (for example, any file-size or other technical requirements in relation to the publication or sending of Content on or via the Site). You must promptly comply with any reasonable request or instruction by us in connection with the Service.
- 4.18 We reserve the right to irretrievably delete any Content at any time.

## **5. Cancellation and Termination**

- 5.1 We may at any time (giving notice by email to the extent reasonably practicable) cancel your registration for or use of the Site with or without cause. We are not responsible for loss or damage resulting from cancellation of your registration. If we have given notice of cancellation in accordance with these terms and conditions, you must not attempt to re-register for or use our Service.

- 5.2 We may at any time (giving notice by email to the extent reasonably practicable) terminate the Guild in which case membership and registration will end automatically on the date of termination. We are not responsible for loss or damage resulting from termination. If we have given notice of termination in accordance with these terms and conditions:
- 5.2.1 and you paid a membership fee to the Guild less than 6 months prior to the date of termination, a pro rata refund of the fee will be made in respect of the unexpired period of membership;
- 5.2.2 and you paid a membership fee to the Guild 6 months or more prior to the date of termination, no refund will be payable.
- 5.3 A Member may cancel their membership at any time. No refund of the membership fee will be given in these circumstances and membership will remain active until the end of the period which has been paid for unless the Member contacts us to ask for their details to be removed from the Site in accordance with the Privacy Policy
- 5.4 We reserve the right to terminate a Member's membership without any claim to a refund if we have reasonable grounds to believe they are in breach of the terms and conditions of the Site.
- 5.5 When a Member's membership terminates for any reason, the Member must remove all references to the Guild or being a member of the Guild from their website or any other promotional or marketing material and must not hold himself out as a member of the Guild. Any licences granted under these Terms shall cease with immediate effect on termination.

## **6. Functioning of the Service**

- 6.1 You will need reliable internet access. Some features will require broadband access for the best quality of service. We cannot and do not accept any responsibility for your hardware or software or for the costs of accessing our Service.
- 6.2 We will do our best to maintain the operation of our Service and to rectify faults if they occur but cannot guarantee:
- 6.2.1 that the Service will be uninterrupted or error-free;
- 6.2.2 that the Guild website or the computer server from which the Guild website is made available, are free of viruses or other harmful components;
- 6.2.3 the accuracy, content, timeliness, completeness, legality, reliability, quality or suitability of any information, advice, content, service, search results, products or merchandise provided through the Guild website.
- 6.3 We may have to suspend the Service for repair, maintenance, improvement or other technical reason.

## **7. Third party websites**

- 7.1 We may link to third party websites which may be of interest to you. We do not recommend or endorse those sites or the products or services which they offer nor are we legally responsible for them as they are outside our reasonable control. You use such third party sites at your own risk.

## **8. Intellectual property rights**

- 8.1 All trade marks, logos, graphics, images, photographs, animation, videos, text and software used on the Service are our intellectual property or that of our partners or Users. You may display, reproduce or otherwise use such content insofar as necessary to view it within our site for genuine purposes. You may not otherwise retrieve, display, modify, copy, print, sell, download, hire or reverse engineer (unless permitted by applicable law) or use such content without our specific prior written consent.
- 8.2 Without prejudice to the generality of clause 8.1 and for the avoidance of doubt you are expressly prohibited (without limitation) from:
- 8.2.1 modifying the data or other material from the Guild website ("the Data") or merging the Data with any other data:

- 8.2.2 selling or trading in materials copied from the Data;
- 8.2.3 using or redistributing the Data for the purposes of compiling databases, lists or directories, other than as and to the extent necessary to use the Data for a use not prohibited by this clause 8.2;
- 8.2.4 providing commercial information, redistributing or reproduction of the same by the press or media or through any commercial network, cable or satellite system;
- 8.2.5 issuing questionnaires, reply cards or similar for the purpose of data capture or verification;
- 8.2.6 permitting or allowing the Data to infringe or otherwise prejudice our proprietary rights;
- 8.2.7 using the Data;
  - (a) For any unlawful purpose or purpose that is likely to bring any part of the Guild into disrepute or to cause any part of the Guild embarrassment.
  - (b) To send any message or communication which is offensive, abusive, indecent, obscene or menacing.
  - (c) In any way that would be reasonably expected to cause annoyance, inconvenience or needless anxiety;
  - (d) As source targeting material or contact data for any kind of telemarketing, direct marketing, viral or other electronic marketing activity on your own behalf or on behalf or for the benefit of another party.

8.3 If you publish any Content on our Service, you grant us a worldwide, perpetual, non-exclusive, royalty-free licence to copy, alter, adapt, translate, display, sublicense, assign and create derivative works from that Content in any media. You waive your moral rights in relation to such content to the extent legally permitted.

## **9. Liability**

- 9.1 Nothing in these Terms in any way limits or excludes our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be excluded or limited.
- 9.2 You must give us a reasonable opportunity to remedy any matter for which we are potentially liable before you incur any costs remedying the matter yourself.
- 9.3 We shall not be liable for any loss or damage caused by us or our employees or agents in circumstances where:
  - 9.3.1 there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
  - 9.3.2 such loss or damage is not a reasonably foreseeable result of any such breach;
  - 9.3.3 such loss or damage is caused by you, for example by not complying with these Terms; or
  - 9.3.4 such loss or damage relates to a business.
- 9.4 Our liability of any kind (including our own negligence) with respect to our Service for any one event or series of related events is limited to the sum of £1000.
- 9.5 In no event (including our own negligence) will we be liable for any:
  - 9.5.1 economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);

9.5.2 loss of goodwill or reputation;

9.5.3 special, indirect or consequential losses; or

9.5.4 damage to or loss of data

(even if we have been advised of the possibility of such losses).

9.6 You will liable for any loss or damage we suffer arising from your breach of these Terms or misuse of our Service and, where this is permitted by law, will indemnify us against all claims and liabilities directly or indirectly related to your breach of these terms or misuse of our Service.

## **10. English law**

10.1 These Terms shall be governed by English law and any disputes will be decided only by the courts of the United Kingdom.

## **11. General**

11.1 Headings used in these Terms are for information and not binding. These Terms constitutes the entire agreement between you and us in connection with the Service. Any failure by either party to exercise or enforce any right or provision of these Terms does not mean this is a "waiver" (ie that it can't be enforced later). If any part of these Terms is ineffective or unenforceable for any reason, then it will be replaced with a provision which as far as possible achieves the same thing and the rest of these terms shall continue to apply. A person who is not a party to these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms except insofar as expressly stated otherwise.

## **12. Complaints**

12.1 If you have any complaints, please contact us via the contact details shown on our website or write to our address shown at the start of these terms and conditions.

## **13. Changes to the terms and conditions**

13.1 We may change these Terms by posting the revised version on our website for a reasonable period before they become effective. Please check our website from time to time. You will be bound by the revised Terms if you continue to use our Service following the effective date shown

Version 1.1