



Terms and Conditions

Dates in force: 03.10.2022 to 26.02.2024

1. Introduction

1.1. By using the Service offered through this Website, you are bound by the Terms and Conditions of this Agreement as set out below. If you do not agree to be bound by this Agreement, you may not use or access our Service.

2. Definitions

2.1. **“Account Credit”** means a balance of funds granted to a Trade Account that can be applied by a Tradesperson towards the payment of Shortlist Fees.

2.2. **“Account Owner”** means the registered business entity that has financial responsibility for a Trade Account, the ability to nominate the Trade Account Contact and the responsibility of the Trade Account’s usage.

2.3. **“Content”** means all postings, messages, text, files, images, photos, video, sounds, or other materials posted on the Website by you.

2.4. **“Company”, “MyBuilder”(“us”, “we”, “our” and “ours”)** means MyBuilder Limited, registered in England No. 05272398 at 100 St. John Street, London EC1M 4EH and MyBuilder Plus Limited, registered in England No. 12063189 at 100 St. John Street, London EC1M 4EH.

2.5. **“Customer”** means any person who submits or publishes a Job on the Website for Tradespeople to view and Express Interest in.

2.6. "**Expressing interest**" means contacting, quoting or messaging a Customer found via our Service.

2.7. "**Job**" means a project/job submitted by a Customer via our Service.

2.8. "**Lead**" means a Job which we give Tradespeople the opportunity to Express Interest in.

2.9. "**Quote Tool**" means the software developed by MyBuilder to be used by Tradespeople registered on the Website to provide quotes to Customers.

2.10. "**Service**" means any service that is provided by MyBuilder to you. This includes but is not limited to: provision of contact details, information about Jobs, industry information and other products. The Services may be provided through the Website, telephone or by any other electronic means.

2.11. "**Service Agreement**" means any agreement reached between a Tradesperson and a Customer concerning the services to be performed. A Service Agreement can be reached by; a verbal exchange, telephone, SMS, email or in the form of a written statement/contract.

2.12. "**Shortlist**" means an event where a Customer chooses to share their contact details with a Tradesperson via the Website and the Customer receives the Tradesperson's telephone number.

2.13. "**Shortlist Fee**" means the agreed amount owed by a Tradesperson to MyBuilder when contact details are exchanged as a result of being Shortlisted for a Job.

2.14. "**Trade Account**" means an online profile associated with a Tradesperson registered on our Website.

2.15. "**Trade Account Contact**" means the person who is named on the Trade Account and has day-to-day usage of the Trade Account. This includes activities such as Expressing Interest in jobs and communicating with Customers.

2.16. "**Tradespeople**" and "**Tradesperson**" means any business, partnership or sole trader who registers on the Website in order to connect with Customers.

2.17. "**You**" means anyone making use of the MyBuilder Services including, but not limited to, Tradespeople and Customers.

2.18. "**Website**" means the website mybuilder.com and mybuilder-plus.com (or any other domain owned and controlled by MyBuilder) and all the pages, Content and sub-domains contained therein.

3. Overview

3.1. MyBuilder.com provides a marketplace that helps Customers find great Tradespeople and helps great Tradespeople win more work. Working on a principle of accountability through feedback, Tradespeople are rated on their workmanship by those who hire them through the platform.

4. Accuracy of Information

4.1. Although we attempt to ensure that it is correct and accurate, MyBuilder cannot guarantee the accuracy of the information on the Website, and is not liable for any problems or losses arising from errors in the Content.

4.2. In using the Services provided by MyBuilder, you acknowledge that MyBuilder is not acting as a contractor or agent and is not responsible for any work done by a Tradesperson registered on the Website. It is the responsibility of the Customer to select a suitable Tradesperson and to negotiate the terms for any work that they undertake. MyBuilder will not be involved or held liable for any Service Agreement between the Customer and Tradesperson.

4.3. All Customers warrant that before entering into a Service Agreement with any Tradesperson, they will verify further details such as confirmation of insurance cover, tradesperson guarantees, the tradesperson's qualifications and any other documentation or information to ensure they are comfortable to employ the Tradesperson.

4.4. MyBuilder is not a party to any Service Agreement, contract or other agreement that may arise between a Customer and Tradesperson as a result of their use of our Service. Accordingly, we are not liable for any loss or damage that you incur resulting from any such agreement. This clause shall survive the termination of this Agreement.

5. Content

5.1. You agree to use the Website for lawful purposes only and in a way that does not: infringe the rights of, restrict, or inhibit any other user's use and enjoyment of the Website.

5.2. Messages, profiles, job descriptions, Feedback and other Content must:

5.2.1. not include any profanities;

5.2.2. not include any racial slurs, sexist remarks or any other offensive language; and

5.2.3. not include your contact details or links to any other websites.

5.3. You are responsible for all Content that you post, message or otherwise make available via our Service.

5.4. You understand that MyBuilder does not control, and is not responsible for Content made available through the Service. Furthermore, the Website and Content available may contain links to other websites, which are completely independent of MyBuilder. MyBuilder makes no representation or warranty as to the accuracy, completeness, security or authenticity of the information contained in any such website.

5.5. Visiting links to any other websites is at your own risk. You agree that you will evaluate, and bear all risks associated with the use of that linked website.

5.6. MyBuilder will not be liable for any loss or damage incurred as a result of your use of any Content posted or otherwise made available via MyBuilder.

5.7. You understand that MyBuilder does not pre-screen or approve all Content. However, MyBuilder shall have the right but not the obligation and at its sole discretion to monitor, remove or alter any Content that is available on the Website for any reason whatsoever.

6. Intellectual Property

6.1. MyBuilder owns all the intellectual property rights relating to the Website, including the designs, text, database, graphics and layouts. You agree to not use or copy any part of the Website without our express permission.

6.2. The MyBuilder logo may be used by Tradespeople whilst they are associated with an active Trade Account. In the event that a Trade Account is terminated, any Tradesperson associated with the terminated account must remove the MyBuilder logo and reference to their previous affiliation with MyBuilder from all marketing/information material associated with that Tradesperson as soon as possible and within 28 days of the account's termination.

6.3. In the event that you inappropriately or illegally use any of the intellectual property owned by MyBuilder, your account may be terminated and we reserve all rights to take the appropriate legal action against you.

6.4. The intellectual property rights on all Content that you upload to MyBuilder are retained by the copyright owner. These are added to the Website by you at your own risk. In doing so you hereby grant MyBuilder a worldwide, non-exclusive, fully paid up, transferable, irrevocable license to use, store, copy, modify, make available and communicate the data for any purpose.

6.5. For the avoidance of doubt, paragraphs 6.1, 6.2, 6.3 and 6.4 and the rights and obligations therein shall survive in the event this Agreement is terminated.

7. Dealings with organisations and individuals

7.1. Your interactions (including payment and delivery of goods or services and/or any other terms of agreement) with organisations and/or individuals found through the Website are solely between you and such organisations.

7.2. You agree that MyBuilder shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between you and another Customer/Tradesperson on this Website, or between you and any third party, you understand and agree that MyBuilder is under no obligation to become involved.

7.3. In the event that you have a dispute with one or more other Customer/Tradesperson, you hereby release MyBuilder, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our Service.

8. Feedback

8.1. Tradespeople will be subject to Feedback from Customers if, after Expressing Interest, a Service Agreement is reached to carry out some or all of the job advertised or similar or related work. Tradespeople are offered an opportunity to respond to any negative Feedback.

8.2. Tradespeople understand that MyBuilder is not responsible for any Feedback that Customers post, or any harm done by such content. A Customer who posts Feedback is directly responsible for its Content and the accuracy/legality of any such Feedback.

8.4. We perform a number of checks on Feedback with the aim of ensuring that Feedback is authentic and posted by a genuine Customer. We have the sole discretion to remove Feedback that appears to be fake, but make no claim or warranty about the accuracy or authenticity of any Feedback. MyBuilder may, at its sole discretion, also remove Feedback at the request of the author.

8.5. You shall indemnify, hold harmless and defend MyBuilder from any claim for libel and/or defamation caused by content posted on the Website by you or any related third party. This clause shall survive the termination of this Agreement.

9. Quote Tool

9.1. All quotes prepared using the Quote Tool represent an offer from the Tradesperson or business detailed on the quote. The quote shall in no way represent an offer from MyBuilder and MyBuilder shall not be a party to any contract and/or agreement made between a Tradesperson and Customer through the use of the Quote Tool.

9.2. All users of the Quote Tool shall indemnify, defend and hold harmless MyBuilder, MyBuilder's directors, employees and/or agents against any and all claims, liabilities, losses or costs suffered or incurred as a result of their usage of the Quote Tool.

9.3. MyBuilder maintains all proprietary and intellectual property rights associated with the Quote Tool at all times.

9.4. All accepted quotes will be sent to both the Tradesperson and Customer by email. It is the responsibility of the Tradesperson and Customer to keep that email safe and as a record of their contractual relationship. You agree that MyBuilder is not responsible for the functionality of your email account which may affect the successful delivery of any quote. MyBuilder is not responsible for any record keeping duties held by either the Tradesperson or the Customer and may delete all quotes/contracts from our system without any notice to you.

9.5. For the avoidance of any doubt, paragraphs 9.1, 9.2, 9.3 and 9.4 and all rights and obligations therein shall survive the termination of this Agreement.

10. Shortlist Fees

10.1. If you are a Tradesperson, you agree to pay MyBuilder a Shortlist Fee every time you are Shortlisted for a job through our Service.

10.2. The Shortlist Fee is clearly displayed on each lead page, and will also be clearly displayed as you Express Interest in a Job. Each Shortlist Fee is calculated based on the likely size and value of the job.

10.3. You understand that MyBuilder cannot influence the outcome of any particular shortlisting and does not guarantee that you will be able to quote or secure work for Jobs you are Shortlisted for.

11. Payment Terms

11.1. You agree that you are responsible for paying our invoices within the payment terms of the invoice. If your account has an invoice which is more than 14 days overdue your account will be automatically restricted.

11.2. You understand that we only accept payment for all invoices online by credit or debit card. By designating a card to be billed, you confirm that you are authorised to make such a purchase. MyBuilder may designate or change any third-party provider to accept payment of your invoice at any time.

11.3. You agree to receive all invoices by email to the email address listed on your Trade Account. It is your responsibility to ensure that this email address is secure and working correctly.

11.4. It is your responsibility to keep a copy of all your invoices securely. MyBuilder does not accept any responsibility for your record-keeping duties owed to any third party including, but not limited, to HM Revenue and Customs.

12. Refunds

12.1. Refunds are rarely given but may occasionally be offered in limited circumstances. Any decision to issue a refund is made in line with our internal policies (that may be changed from time to time) and made at our sole discretion.

12.2. Any refund that is offered to Tradespeople will only be provided by way of Account Credit or credit note.

13. Account Credit

13.1. From time to time, MyBuilder may offer you Account Credit. Account Credit cannot be exchanged or returned for cash. Account Credit cannot be transferred to any other Trade Account.

13.2. Each time you incur a Shortlist Fee, your account balance will be reduced by the value of the Shortlist Fee displayed on the lead page. If the Shortlist Fee is not fully paid by your credited account balance, an invoice will be issued for the remaining amount.

13.3. The Account Credit will be provided to you with an expiry date. When an expiry date is reached, any Account Credit remaining will expire and will be removed from your account balance.

14. Failed & Disputed Payments

14.1. If you have a question about a charge on your credit or debit card, you agree to contact us using the form available on our [Contact Us](#) page.

14.2. Should any payment method you use fail or is later reclaimed by the bank or card issuer you agree to pay any costs incurred by us plus a £20 + VAT administration fee.

15. Change of Account Ownership and Trade Account Contact

15.1. There are only limited circumstances in which an Account Owner or a Trade Account Contact can be changed to a different person or legal entity. At no time may an Account Owner or Trade Account Contact be changed to an individual or organisation not associated with the Account Owner.

15.2. In the event that an Account Owner is a limited company/partnership and that limited company is dissolved or partnership is terminated, you agree to inform us using the form available on our [Contact Us](#) page immediately.

15.3. All Account Owner and Trade Account Contact changes are made at our sole discretion, in line with our internal policy that may be changed from time to time.

16. Limitations

16.1. You acknowledge that MyBuilder may establish limits concerning the use of our Website, including, but not limited to, the maximum number of days that content will be retained by the website, the maximum number and size of job postings, email messages,

or other content that may be transmitted or stored by the Website, and the frequency with which you may access the website.

16.2. All Customers acknowledge that MyBuilder cannot guarantee that a Tradesperson will Express Interest in their Job. Further, in the event of a Shortlist we cannot guarantee that the Tradesperson will be available to quote or complete the Job.

16.3. You agree that MyBuilder has no responsibility or liability for the deletion or failure to store any content maintained or transmitted by the Website. You also acknowledge that MyBuilder reserves the right at any time to modify or discontinue the Website (or any part thereof) with or without notice. MyBuilder shall not be liable to you or to any third party for any modification, suspension or discontinuance of any Services.

17. Termination of service

17.1. You agree that MyBuilder, at its sole discretion, has the right (but not the obligation) to deactivate your account, block your email address, or otherwise terminate or restrict your access to or use of our Website. We may do so immediately and without notice to you, for any reason, including if MyBuilder believes that you have acted inconsistently with the spirit of this Agreement.

17.2. You agree that MyBuilder shall not be liable to you or any third-party for any termination or restriction of your access to the Website.

17.3. You agree not to attempt to use the Website after your account has been terminated.

18. Changes

18.1. We reserve the right to change or update this Agreement from time to time. As a user of the Website, you are responsible for acknowledging any updates to this Agreement. If you fail to do so, your access to our Website may be restricted.

19. Governing Law & Jurisdiction

19.1. This Agreement shall be governed by and construed in accordance with English law. Disputes arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts.

19.2. If any provisions hereof are held to be illegal or unenforceable, such provisions shall be severed and the remainder of this Agreement shall remain in full force and effect unless the business purpose of this Agreement is substantially frustrated.