

For homeowners

The ToolBox Guarantee

If workmanship falls short and the tradesperson will not put it right, we may contribute up to R5 000 toward fixing it.

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IN SHORT

- Free, and included on every job arranged through ToolBox. You never pay for it.
- Up to R5 000 toward putting sub-standard workmanship right.
- Tell us within 6 months of the work finishing.
- It is a goodwill payment we decide on, not insurance and not a warranty on the work.

A plain summary to orient you. The sections below are the agreement.

Things rarely go wrong on a job booked through ToolBox. When they do, this is what we can do about it.

1. What the Guarantee is

The ToolBox Guarantee is a free, discretionary contribution toward the cost of putting sub-standard workmanship right, where you cannot get the tradesperson to fix it themselves. The most we pay on any approved claim is R5 000.

What the Guarantee is not

It is **not insurance**. You pay no premium, we take on none of the tradesperson's legal liability, and nothing here creates an enforceable promise to pay you a defined sum on a defined event. It is **not a warranty on the work**; the guarantee on the work is the tradesperson's. It is **not a substitute for your rights**; your claims against the tradesperson under the Consumer Protection Act and your ordinary legal rights are untouched, and so is any insurance policy of your own.

We fund it ourselves, out of ToolBox's own money, because a platform that verifies people should carry some of the cost when its verification was not enough. We would rather do that than tell you to go to court. It is never paid out of what homeowners pay tradespeople: a payment for a job goes through Paystack to the tradesperson, and we never hold it.

Why we still call it a Guarantee. Because that is the word people search for, and because it is a promise we make and keep: that we will look, that we will decide fairly, and that we will contribute where the case is made out. It is not a promise of a defined sum on a defined event, which is what would make it insurance. Wherever we describe it outside this page, on the welcome screen, in an advert, in a message, we say in the same breath that it is discretionary and capped, and we link here. Section 41 of the Consumer Protection Act prohibits a misleading representation, and we hold our own marketing to that. If you ever see the Guarantee described without those two words, that is a mistake, and we would like to hear about it at legal@toolbox.africa.

2. When we may be able to help

You may be eligible if all of these are true:

- The work was done by a tradesperson verified on ToolBox.
- You found or contacted them through ToolBox, and the job was arranged on the platform.
- The problem is **sub-standard workmanship**: the work falls below the standard reasonably expected of that trade, or below what you and the tradesperson actually agreed.
- You told us within **6 months of the work being completed**.
- You have given the tradesperson a fair chance to put it right, or they cannot be reached, or it would be unreasonable to expect you to let them back.

Part B sets out what is not covered. Please read it before you claim, so that nobody's time is wasted.

3. How to claim

Start a claim by email



Open the complaints form



(<https://toolbox.africa/legal/complaints>)

Talk to the tradesperson first if you can. Most problems are fixed in a phone call, and a tradesperson who puts it right keeps their record clean. You do not have to, though. If you are uncomfortable having them back, or they have stopped answering, come straight to us.

What we need from you:

- The job on ToolBox, or enough detail to find it.
- The quote and the invoice.
- Proof you paid. A payment made in the app is already on the job. For any other payment, a bank confirmation or receipt.
- Photographs or video of the problem, and of the work as a whole.
- Any messages between you and the tradesperson about it.
- A short account of what was agreed, what happened, and what you want done.

The more of this you have, the faster it goes. A claim with no proof of payment or no photographs usually cannot proceed at all.

Part A: How the Guarantee works

4. What we do when you claim

- 1. We acknowledge you within 2 business days** and tell you who is handling it.
- 2. We contact the tradesperson**, put the complaint to them, and give them a fair opportunity to respond and to offer to put it right. Usually that is 10 business days.
- 3. We assess.** If they fix it, that is the best outcome and the claim closes. If they refuse, do not respond, or the problem cannot be resolved between you, we consider it under this Guarantee.
- 4. We may appoint an independent expert** where the workmanship is disputed or technical, for example a registered electrician, a plumber or a building inspector who has nothing to do with either of you. They report on the work. We still make the decision.
- 5. We decide, and tell you in writing why.** Within 30 business days of you giving us everything we asked for, or 45 business days where an inspection is needed.
- 6. If we approve a payment**, we pay it to you by electronic transfer within 10 business days.

If we are going to miss one of those times, we tell you before it passes, and we say why.

5. How we decide what to pay

We look at each case on its own facts. What we weigh:

- What it will reasonably cost to put the defective work right, usually against a quote from another tradesperson.
- Anything the tradesperson has already refunded, redone or offered.
- What the independent expert found, where there was one.
- Whether the work was actually defective, or simply not what you hoped for.
- Whether anything you did contributed to the problem.

We pay toward the cost of remedying the workmanship. We do not pay for improvements, for a better finish than you originally paid for, or for the parts of the job that were done properly.

The most we pay on any one claim is R5 000, and that is the most we will pay in total in connection with any one job.

How much we set aside. A goodwill programme with no limit is a promise nobody can rely on. Each year we set aside a fixed amount to fund it, which for the current year is TO BE CONFIRMED – the annual programme cap. If that amount is exhausted before the year ends, we say so on this page, and claims submitted after that point are assessed but may be paid from the following year's fund or not at all. We publish the figure so that you can judge the promise for what it is, rather than take our word for it.

Part B: Legal information

6. What the Guarantee does not cover

This is not an exhaustive list, but it covers most of what we turn down.

Things that are not about workmanship

- Normal wear and tear, or a fault that has developed with age.
- Cosmetic differences, or a disagreement about taste, style or finish.
- A change of mind about the design after the work is done.
- Materials you supplied yourself, or a product that failed for its own reasons. Take that up with the supplier or the manufacturer's warranty.
- Work that was done exactly as agreed, where you now want something else.

Costs beyond the work itself

- Indirect and knock-on losses: loss of income, loss of rent, alternative accommodation, time off work, or the cost of storage.
- Call-out fees, travel, or the cost of getting further quotes.
- Damage to items that were in the work area.
- Sentimental value.

Things outside our reach

- Damage caused by someone else, by weather, by load shedding or a power surge, by burst municipal infrastructure, or by theft.
- A defect that already existed before the tradesperson started.
- Anything covered by your own insurance, by an NHBRC enrolment, or by another guarantee. Claim there first.
- Anything covered by a manufacturer's or supplier's warranty.

Where the job was outside ToolBox

- Work arranged entirely off the platform, even with a tradesperson you originally found here.
- Additional work agreed separately from the job on ToolBox.
- Work by someone who was not verified on ToolBox at the time.

Where the law puts it elsewhere

- Personal injury or death. That is a matter for the tradesperson's public liability insurer and, if necessary, the courts, and the amounts involved are far beyond a goodwill payment.
- A criminal matter, such as theft or fraud. Report it to the SAPS and to your bank. Tell us too, and we will act against the account.

7. How decisions are made

The Guarantee is discretionary. It does not apply automatically, and no legal right to a payment arises from this document. We review what happened and decide whether to contribute, and how much.

We tell you the reasons for our decision in writing. If you think we got it wrong, you may ask for it to be looked at again by someone senior who was not part of the first decision. Ask within 20 business days and give us something new: a further report, a second quote, a document we did not have. That review is final on our side.

Our decision is final for us, and it does not bind you. It does not stop you pursuing the tradesperson, and it does not stop you taking us to the Consumer Goods and Services Ombud, the National Consumer Commission or a court. The **Complaints and disputes** (toolbox.africa/legal/complaints) page lists them all with contact details.

8. Independent experts

Where we appoint an expert, they are chosen by us for their competence in the relevant trade, they are independent of both you and the tradesperson, and we pay them. You will need to give reasonable access for an inspection, at a time that suits you. We share the report with both sides.

9. Working with us fairly

We may stop assessing a claim, or decline it, if:

- You did not meet the conditions in section 2.
- What you gave us is incomplete, inaccurate or misleading.
- You unreasonably refuse access for an inspection.
- You have already been paid or compensated for the same loss.
- The claim is being used to apply pressure over something else, such as getting a review removed or a bill reduced.

If someone abuses the Guarantee, we may decline future claims from them and act on their account under the **sanctions policy** (toolbox.africa/legal/sanctions).

10. What happens to the tradesperson

An approved claim is a serious matter for the tradesperson. It is a ground for sanction under **Warnings, suspension and removal** (toolbox.africa/legal/sanctions), up to and including removal, and we may recover what we paid from them under their membership terms. We monitor claims made against a tradesperson whether or not they succeed, because a pattern tells us something even when individual claims do not.

We tell the tradesperson what has been claimed and give them a proper opportunity to answer before we decide. We do not pay a claim behind their back.

11. No double recovery

If we pay you, and you afterwards recover the same loss from the tradesperson, from an insurer or from anyone else, please tell us and repay what overlaps. We only ever intend to fill a gap, not to pay twice for the same damage.

12. Your personal information

We use what you send us to assess and manage the claim, and to act on the tradesperson's account. That includes sharing relevant parts with the tradesperson so they can answer, and with an independent expert if one is appointed. The **Privacy policy** (toolbox.africa/legal/privacy) sets out the detail, including how long we keep claim records.

13. Changes

We may change these terms or withdraw the Guarantee. We publish any new version here with its date, and we give 20 business days' notice of a change that reduces what is covered. **A change never affects a claim already submitted, or a job already agreed before the change took effect.**

14. Limits and law

Limits on what we pay

Section 49 of the Consumer Protection Act requires this to be pointed out to you. The most we pay under this Guarantee is R5 000 per approved claim, and that is our total contribution for any one job. We are not liable for indirect or consequential loss connected to the defective work, including loss of income, loss of rent, alternative accommodation or delay costs. Nothing here limits our liability for death or personal injury caused by our negligence, for fraud, or for anything else South African law does not permit us to limit.

This document is governed by South African law and read together with the **Platform terms of use** (toolbox.africa/legal/platform-terms).

If anything here is unclear, ask before you rely on it. We would rather explain a clause than argue about it later.