

For tradespeople

Terms for tradespeople

What you agree to as a verified pro on ToolBox: your registrations, your work, your customers' data, and your money.

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IN SHORT

- You run your own business. We are not your employer, your agent or your partner.
- We take no commission on your work, and we never will. Homeowners pay you through Paystack, straight to your own account.
- Your registrations must stay live. When one we verified expires, homeowners see its badge marked expired until you renew.
- When a homeowner's details reach you, POPIA duties come with them. Section 11 explains yours.

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

1. Who this applies to

You, if you have been accepted onto ToolBox to be found and hired. It also covers everyone who works on a ToolBox job under you: your employees, your subcontractors and anyone else you send. You are responsible for them as if the work were your own.

Read this together with the **Platform terms of use** (toolbox.africa/legal/platform-terms), **The ToolBox Standard** (toolbox.africa/legal/standard) and the **subscription terms** (toolbox.africa/legal/pro-subscription).

2. Getting onto ToolBox

Being on ToolBox is not automatic. You apply, you give us evidence, and we verify it before your profile goes live.

- Everything you tell us must be true and current: your name, your ID, your business, its registration status, your trading address and your trades.
- Give us evidence we can check. Registration numbers we can confirm with the issuing body, certificates that have not expired, an insurance schedule in your business's name.
- If your business status changes, tell us. A sole proprietor who registers a company, or a company that is deregistered by CIPC, must update us within 10 business days.

- We may re-verify at any time, and we may ask for more where something does not add up.

We may decline an application without giving detailed reasons where telling you would compromise a safety concern or an investigation. In every other case we tell you why, and you may reapply once the reason is fixed.

3. Keeping your registrations current

This is the single most important obligation you have to us, because it is the one homeowners rely on.

- Keep every registration your trades require live, and give us the renewal before the old one expires.
- Tell us within 5 business days if a registration is suspended, withdrawn, or not renewed, or if the body that issued it opens a case against you.
- Work only inside the trades and the scope you are registered and competent for. If a job turns out to need something you are not registered for, say so and hand it on.

Depending on your trade, that means one or more of: registration as a registered person under the Electrical Installation Regulations, PIRB registration, SAQCC Gas registration, Electric Fence System Installer registration, PSIRA registration, NHBRC registration and home enrolment, registration as a pest control operator under the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947), or CIDB grading.

An expired registration shows on your profile

When a registration we verified expires and is not replaced, its badge on your profile is marked expired wherever homeowners see it, and your Trust Hub asks you for the renewal. This is not a sanction and it is not a judgment about your work. It is what the badge means. Send us the renewal and it lifts the same day we verify it.

4. You run your own business

You are an independent contractor. Nothing in these terms makes you our employee, our worker, our agent, our partner or our franchisee, and you must not describe yourself as any of those.

- We do not tell you when to work, how to do a job, what to charge, or which jobs to take.
- You provide your own tools, transport, materials and labour.
- You may work for anyone else, including our competitors, at any time.
- You carry your own tax, provisional tax, VAT, UIF and Compensation Fund obligations, and those of anyone you employ.
- You are not entitled to leave, notice, severance or any other benefit from us.

This is a genuine independent contract

We say this plainly because South African labour law looks past labels to the substance of a relationship. We have built ToolBox so the substance matches the label: you control your work, your prices and your customers. If you ever believe the way we actually treat you has drifted from this, tell us at legal@toolbox.africa. We would rather fix it than argue about it.

The place this is most easily misread is the **sanctions policy** (toolbox.africa/legal/sanctions), which can look like a list of ways we control your work. It is not. It enforces the outcomes a customer is entitled to by law and the conduct a person is entitled to in their home, and it says so in its own first section. It never directs how you do a job, and a sanction that did would be wrong on its face and appealable on that ground.

5. Your legal duties

You are responsible for complying with every law that applies to your trade. That includes, at minimum:

- **Issuing the certificate.** Where you do notifiable work, you must issue the CoC or Certificate of Conformity, on time and without being chased. Doing the work and refusing the certificate is a ground for immediate removal.
- **Health and safety.** The Occupational Health and Safety Act 85 of 1993 and its regulations apply to your work, your people and the site. On larger construction work, the Construction Regulations bring further duties, including a safety file and, above the thresholds, notification to the Department of Employment and Labour.
- **Tax.** Declare your income. If you are registered for VAT, charge it correctly and put your VAT number on your invoices. We do not withhold or account for tax on your behalf, and we are not your agent for tax.
- **Your workers.** If you employ people, meet your duties under the Basic Conditions of Employment Act, and register with the Compensation Fund.
- **Consumer law.** The Consumer Protection Act applies to you when you deal with a homeowner. Section 54 entitles them to work performed with reasonable care and skill, and to have poor work put right.

6. Leads, quoting and invoicing

- Respond to a lead or decline it. Leaving a homeowner waiting is the most common complaint we get, and if it keeps happening, we take it up with you under **Warnings, suspension and removal** (toolbox.africa/legal/sanctions).
- Quote honestly. Include what is in the price and what is not, whether VAT applies, and how long the quote is valid.
- If a job grows once you open it up, stop, explain, and send a revised quote before you carry on. Under section 15 of the Consumer Protection Act a homeowner is not liable for work beyond an estimate that they did not authorise.

- Quote and invoice through ToolBox, and have the homeowner pay in the app. That is how payment on ToolBox works: both of you have the record, the homeowner gets a receipt, and the job counts as paid through ToolBox on your profile. If a homeowner pays you some other way all the same, confirm it on the job when the money arrives.
- Do not use a lead for anything other than quoting on that job. Do not add the homeowner to a marketing list. See **Fair use** (toolbox.africa/legal/fair-use).

Never ask a homeowner to move off ToolBox to avoid the record

Quoting off-platform to dodge review, or asking a homeowner to pay in a way that leaves no trace, is a serious breach. It removes the evidence that protects you as much as them, and it takes the job outside the **Guarantee** (toolbox.africa/legal/guarantee). It is a ground for removal.

7. Doing the work

The ToolBox Standard (toolbox.africa/legal/standard) sets out what you commit to. In summary: do good work, be straight about price, turn up when you said, behave properly in someone's home, work only within your competence, and welcome reviews.

8. Who actually does the work

The homeowner hired you. They are entitled to know who is walking into their home.

- You may use an employee or a subcontractor, but tell the homeowner beforehand, and stay fully responsible for the work and conduct.
- Everyone you send must be competent for what they are doing, and registered where the law requires registration.
- You may not hand a job to another business the homeowner has no contract with and step away. Referring the job on and disappearing is a ground for removal.
- Tell us who works under you if we ask, so we can check they meet the same bar.

9. Getting paid

You invoice through ToolBox, the homeowner pays through Paystack in the app, and the money goes to your own account with Paystack. We take no commission, and we never hold, release or decide anything about your money. Nobody has to approve a payment before it is yours.

- **Your Paystack account.** Paystack holds an account for each verified tradesperson, linked to ours (Paystack calls it a subaccount). We open it once you pass verification. Every payment for your work goes to it, Paystack deducts its fee, and the rest is yours at once. It settles to your bank account on Paystack's normal schedule.

- **Your settlement bank account** must be in your own name or your business's name. Before payments are switched on, we check the account holder's name against the name on your verified ID. If it does not match, for example because the account is in your business's name, a person checks it against your business's registration papers before anything is paid into it. We will not pay into anyone else's account. If you change your bank, account or account holder, the check runs again.
- **When we close it.** If you are suspended or removed, or you leave ToolBox, we deactivate your Paystack account and homeowners can no longer pay you through ToolBox. A payment already made to you is not affected.
- **Paystack's fee.** Paystack charges a fee on each payment, a percentage plus a small fixed amount, with VAT. You may pass it on: the quote builder adds it to the quote, and from there to the invoice, as its own line, "Payment processing fee (Paystack)", sized so that you still receive your full price. If you choose not to pass it on, it comes out of what you receive.
- **Agree payment terms in the quote,** including any deposit and any staged payments. A deposit should cover materials and mobilisation, not the whole job, and the app takes one of up to half of the price.
- **Refunds are yours to make.** Where you and a homeowner agree a refund, or the law requires one, you pay it back to them within 10 business days of agreeing it. We cannot take it out of your Paystack account for you, and we never pay it on your behalf.

You carry chargebacks on your jobs

If a homeowner's bank or card issuer disputes a payment for your work (a chargeback), you are liable for it, exactly as you would be on your own card machine. We tell you as soon as Paystack tells us, we send Paystack the job's records (the quote, the invoice, the messages and the proof the work was done), and we ask you for anything else that would help. If the chargeback succeeds, the amount, and any fee Paystack charges for it, is recovered from you: from payments due to you through Paystack where Paystack does that, and otherwise you repay us within 10 business days of our asking. The same applies to a refund Paystack makes on a payment for your work.

If a homeowner does not pay:

- If a homeowner does not pay for work properly done, tell us. Non-payment is a ground for us to sanction a homeowner's account, and we will say so to them.
- Recovering the debt is yours to pursue. The **Complaints** (toolbox.africa/legal/complaints) page lists the routes, including the Small Claims Court.

10. Reviews about you

Reviews are published as the homeowner wrote them, subject to the **Reviews and ratings policy** (toolbox.africa/legal/reviews). You cannot buy, remove or condition a review.

- You always have a right of reply, published beneath the review.
- You may ask us to remove a review that breaks the rules, and we will assess it against the policy and tell you the outcome.

- Offering a repair, a refund or anything else on condition that a review is removed or changed is one of the most serious breaches on the platform, and it normally ends in immediate removal.
- Asking a happy customer to leave a review is fine and encouraged. Offering them anything for it is not.

11. Personal information you receive

When a homeowner's name, number and address reach you, you become a responsible party under POPIA in your own right, for your own use of that information. That is a legal duty on your business, not on ours.

In practice:

- Use their details only for the job they contacted you about.
- Do not add them to a marketing list, and do not send them bulk messages. Section 69 of POPIA requires consent for electronic direct marketing, in a specific form.
- Do not pass their details to anyone else, including other tradespeople or suppliers, unless the homeowner agrees or you need to in order to do the job.
- Keep their information secure, and get rid of it when you no longer need it.
- Photographs of a customer's home may only go in your portfolio with their agreement, and never with anything that identifies where they live.

If a homeowner asks you what you hold about them, that is a request to you, and you must answer it.

12. Insurance

Public liability cover is optional for every trade, and we strongly recommend it. If you hold it, give us the certificate and the expiry date, and send the renewal before it lapses. We display cover on your profile because homeowners look for it.

If your cover lapses, the cover badge on your profile is marked expired until you send the renewal, because homeowners are entitled to know.

13. Using the ToolBox name

While you are verified and in good standing, you may say that you are on ToolBox and use the badge we give you, on your vehicle, your quotes and your own site. You may not:

- Alter the badge, or use it after you leave or while suspended.
- Say ToolBox employs you, endorses your prices, or guarantees your work.
- Claim a check you have not passed, or a trade you are not verified for.
- Register a domain, a company name or a social handle that could be mistaken for ours.

Misusing the name misleads homeowners about what verification means, so we treat it seriously.

14. Sanctions, suspension and removal

The grounds, the process, the notice you get and your right to appeal are all in **Warnings, suspension and removal** (toolbox.africa/legal/sanctions). We publish that document in full precisely so that nothing there can surprise you.

15. What you promise us

Important. Please read this section carefully

You indemnify us against loss we suffer because you broke these terms, did work you were not registered for, injured someone, damaged property, misled a homeowner, or breached POPIA in your handling of their information. Section 49 of the Consumer Protection Act requires an indemnity to be pointed out, which is what this box does. It covers loss you actually caused, and it does not cover loss caused by us.

Our liability to you is limited as set out in section 16 of the **Platform terms of use**

(toolbox.africa/legal/platform-terms). In particular, we are not liable for lost work, lost leads, lost profit or lost reputation, including where your profile is unavailable, where a lead does not arrive, or where a suspension later turns out to have been unnecessary.

16. Ending it

- You may leave at any time from Settings. Finish the jobs you have committed to first. Walking away from live jobs is a ground for removal, which matters if you ever want to come back.
- Download your quotes and invoices before you go. We keep records as set out in the **Privacy policy** (toolbox.africa/legal/privacy), but your access to the app ends.
- Your reviews stay published. They belong to the homeowners who wrote them, and removing the history of a business that has left would mislead the next customer.
- **The subscription terms** (toolbox.africa/legal/pro-subscription) explain what happens to the rest of your paid month.

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