



DIY Toolshare - **Per-Rental Contract (Generic) (v1.0)**

This contract is between the Lender and the Borrower. DIY Toolshare provides the platform only and is not a party to this contract.

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DIY Toolshare – Per-Rental Contract

This Per-Rental Contract is between the Lender (tool owner) and the Borrower for the Tool(s) identified in the Booking. DIY Toolshare provides the Platform only and is not a party to this Contract.

A. Parties, formation and payments

A1. Formation: A Borrower's request is an offer; acceptance by the Lender (or instant-book confirmation) creates a binding contract for the Rental Period.

A2. Payments: The parties appoint DIY Toolshare (and/or its payments provider, e.g., Stripe) as limited agent to collect amounts due under this Contract. All payments must be processed through the Platform; no off-platform or cash payments.

A3. Platform fee: The Lender authorises deduction of the Platform fee (20% commission, minimum £0.50, plus VAT (Value Added Tax) where applicable) from payouts.

B. Price, deposits and adjustments

B1. The Borrower agrees to pay the Rental Price and any delivery/late fees shown at checkout.

B2. Deposits (if taken) may be pre-authorized and used to settle amounts due for late return, loss or damage in line with this Contract and Platform processes.

B3. Adjustments/chargebacks: If a payment is reversed, the Platform may pause payouts and recover sums owed from deposits or future earnings.

C. Handover, inspection and evidence

C1. At collection/return the parties should exchange photos/video of condition via the Booking chat.

C2. Borrower must inspect for obvious defects and must not use a Tool that appears unsafe.

D. Permitted use and restrictions

D1. DIY-only, personal use unless expressly permitted in the Listing; no trade/professional use.

D2. No sub-lending or third-party use. The original Borrower remains fully liable if this is breached.

D3. High-risk work: no gas work, fixed electrical installations, structural load-bearing changes, asbestos or other regulated activities unless suitably qualified and expressly permitted.

E. Care, transport, storage and security

E1. Borrower is responsible for careful use, safe transport (including tie-downs), and secure storage (e.g., locked building or vehicle boot out of sight). Avoid wet conditions for corded Tools.

E2. Batteries/chargers: use only compatible equipment; stop use if overheating, smoke, sparks or unusual smells occur.

F. Rental period, late return and extensions

F1. The Rental Period is from the booked start time until return confirmation.

F2. Late return fee: unless the parties agree an extension in the Platform, the Borrower agrees to pay the Listing's late fee or, if none, up to 1× the daily hire price per day (capped at 7 days) plus any reasonable recovery costs.

F3. Extensions must be made in-app and approved by the Lender before the original end time.

G. Loss, damage and theft

G1. Borrower must report damage/loss/theft immediately (and within 24 hours) via Booking chat.

G2. Theft: the Borrower must file a police report promptly and provide a crime reference number and evidence of reasonable security.

G3. Valuation: Lender provides proof of ownership/value (receipt/invoice or reasonable evidence).

H. Cancellations and refunds

H1. Cancellation rules are shown at checkout and/or in the Listing and form part of this Contract.

H2. No-show: if the Borrower fails to collect, the Lender may keep the first day's hire and reasonable costs unless the Listing states otherwise.

I. Protection (if offered) — summary

I1. If the Booking shows platform-funded Protection, it applies to the Tool only, up to the stated limit (default £500), subject to exclusions (e.g., wear/tear, misuse, unsecured theft). It is not liability insurance and does not cover injury or third-party property damage.

I2. Claims require timely reporting, evidence at handover/return, co-operation, and, for theft, a police crime reference number.

J. Liability and indemnities

J1. Each party remains responsible for its own acts/omissions. Borrower uses Tools at their own risk, subject to any non-excludable legal rights.

J2. Borrower indemnity: Borrower will indemnify Lender for third-party claims and reasonable losses arising from Borrower's possession/use, except to the extent liability cannot legally be excluded.

K. Governing law

K1. England and Wales law applies; courts of England and Wales, subject to mandatory consumer protections.