# Denefield Lettings Terms and Conditions (October 2026)

## 1. Contract Terms

These terms and conditions, together with the Booking Process, constitute a contract between you and us ("Agreement") and must be read together with any other documents or policies explicitly referred to in these terms. In these terms:

- "We", "us", "the school" means Denefield School
- "You" means the person or the representative of the club hiring the facilities.
- "Booking Process" means the details you submitted on the School Hire online platform when you booked a space with us, or any amendments you later made to your booking on the platform
- "Facility" means any of the spaces within Denefield School you have specified in the Booking Process and that we have agreed to hire out to you

## 2. Introduction

By completing a booking through School Hire's booking portal (https://schoolhire.co.uk/reading/denefield) to hire any of Denefield's facilities, you or the club you represent will be bound by and comply with the Terms and Conditions of Hire set out below. You understand and agree that if you are applying to hire facilities on behalf of a club or society then you (and not the club or society) are entering into a contract with Denefield and will be personally liable for the charges and compliance with these hire terms and conditions.

## 3. Booking Process

You warrant that the information contained in the Booking Process is correct, accurate and contains no errors or omissions. We reserve the right to cancel this Agreement without having to refund any costs incurred by you (including any deposit or damage deposit) if you are in breach of this warranty.

When booking, you must ensure that you book the facility for the time you intend to be on-site, not just for the duration of your activity, and that your booking includes sufficient time for set-up and clearing away after each session. The number of persons using the facility should not exceed the maximum number stated during the booking process.

Our expectation is that you will block-book facilities and pay for a minimum of 10 consecutive sessions no less than 24 hours apart and no more than 14 days apart. One off bookings will be considered on a case-by-case basis. Persons under the age of 18 years or any organisation or group with an unlawful or extremist background or connections will not be permitted to make a booking.

Denefield reserves the right to refuse a request for hire at its absolute discretion.

The Director of Operations decision to refuse a letting is final. Decisions to refuse a booking are made for a number of reasons, such as a clash with Denefield School events, the number of people on site at one time overwhelming our resources, or the belief that the hirer does not share Denefield's values.

## 4. Costs of hire

You will pay us all hire costs as stated in the Booking Process. The preferred method of payment will be by credit or debit card. Payments should be made in advance of the booking taking place and in line with the schedule notified to you through the booking process. Where invoices are requested, these must be settled by the due date on the invoice and in advance the booking.

## 5. Sharing Denefield's Values

We expect you to act appropriately towards all young people, parents, carers, staff and colleagues, whatever their socio-economic background, age, gender, sexual orientation,

disability, race, or religion, and to apply the principles of public life (the Nolan principles) and to share the values of the school, demonstrating honesty, integrity and respect at all times.

We reserve the right to refuse a booking if there is a possibility of public disorder or if it or the group you represent is contrary to the ethos and values of the school.

## 6. Use of Denefield premises

It is your responsibility to ensure that the facility is suitable for your intended use. If you have any booking requirements which you think may affect the suitability of your use of the facility you should discuss these with us before confirming the booking.

Your use of Denefield's facilities must not interfere with the smooth running of the school's educational purposes, or cause nuisance or annoyance. Neither you nor your attendees should make excessive noise whilst at the facility.

You must not use the facility for any purpose other than that described in the Booking Process or otherwise brings Denefield into disrepute. You must not allow the facility to be used for any unlawful purpose or in any unlawful way or do anything which may endanger the facility or the school or invalidate any of Denefield's insurance policies.

You must not use the facility for any illegal or immoral act or purpose. We reserve the right to cancel this Agreement with immediate effect and without refunding any costs incurred by you where such use is taking or is intended to take place.

You shall not use the facility for any purpose or event which is inconsistent with the Prevent Duty, or does not uphold fundamental British Values, as defined within the Counterterrorism and Security Act 2015.

You must not make any alterations to any part of Denefield's buildings or grounds without our prior written consent. This includes screwing, nailing, fixing or taping anything to the walls and floor of the facility. No decorations of any kind shall be put up at the facility without our prior consent, nor permanent markings on any grass or hard areas.

Unless otherwise agreed, a Denefield staff member will be present on the school site for the duration of hire. The school's representative has authority to take any necessary action to protect the school's interests at all times.

During the period of hire, we will provide adequate heating, lighting and ventilation, including external lighting where required. Alterations to the lighting or heating controls is not permitted anywhere on the Denefield site without our prior permission

Where relevant, you must ensure that all attendees wear appropriate footwear for the facility being used. Any footwear that is likely to damage the floor of the facility must not be worn. This includes the 3G pitch where studded football boots must be worn, and trainers are strictly forbidden.

We expect you and your attendees at all times to take due care of the facilities and the equipment you are hiring, and to act respectfully towards other persons on the school site. Failure to do so may result in the cancellation of future bookings, or specified individuals being denied admission to Denefield.

The use of electric bicycles or electric scooters is prohibited on Denefield grounds.

Denefield premises are private property and as such, the hirers, attendees, or families do not have the right to access any part of the school or grounds that is not listed in the booking, is the direct path to the venue, the car park or the appropriate toilet for the facility being used.

## 7. Use of equipment

Neither you nor your attendees are permitted to use any of the school's equipment at the facility, unless otherwise agreed in the booking process. If you fail to comply with this provision, we reserve the right to make an extra charge, and you will be liable in full for any damage to the equipment. Where use of equipment is permitted, it must be used for the purpose for which it was designed and in a responsible manner which does not compromise the safety of the users or the integrity of the equipment.

You must return any equipment or furniture you use during the hire to its original position at the end of the hire period. If you fail to comply with this provision, we reserve the right to make an extra charge and you will be liable in full for any damage to the equipment caused by you, and for any injury to either you or your attendees.

You shall ensure that any equipment you bring to use at the facility is safe, is used in a safe manner and, where relevant, has been PAT tested in accordance with current safety testing requirements.

## 8. Security

We will make arrangements for the facility to be opened before and closed after your event, or as otherwise agreed in advance of the booking. You or your representative must report to the Denefield Staff member on site at the beginning of each hire period.

You agree to notify us with at least 7 days' notice of any changes to the start or end time from those specified at the time of booking.

You must ensure that adequate supervision is available at all times and that no unauthorised persons are permitted to enter the school.

You must adhere to all security and fire safety measures of the facility. If a fire is identified it is your responsibility to alert all relevant emergency services and us immediately, and to evacuate the facility in accordance with Denefield's emergency evacuation procedures.

## 9. Health and Safety

All lettings at Denefield are covered by Denefield's Health & Safety policy. During your booking, you are responsible for complying with Denefield's Health and Safety Policy, relevant regulations, and with all other relevant health and safety legislation, including having in place an appropriate evacuation plan.

It is our responsibility to ensure that at all times during the period of hire there is a suitable means of escape from the facility in an emergency.

You and your attendees should familiarise yourselves with emergency exit routes and equipment, such as fire extinguishers, alarms, telephone and first aid facilities, and must have an appropriate emergency evacuation procedure that takes account of the needs of any disabled attendees. In the event of an emergency, it is your responsibility to contact the emergency services, the school, next of kin or any other relevant persons or body.

You must ensure that appropriate arrangements are made for first aid cover and equipment, suitable and sufficient to the number and age of attendees.

You must ensure that all events during the period of hire are properly supervised, and you have carried out a suitable and appropriate risk assessment. We reserve the right to request copies of such risk assessments.

The use of any naked flames, gas cylinders or canisters is strictly forbidden without prior agreement. You must not place any combustible materials adjacent to heat sources. Barbecues are not allowed without prior and written consent from Denefield.

## 10. Safeguarding of children, young people and vulnerable adults

When your attendees include children, young people, or vulnerable adults, you must ensure that you have adequate and up-to-date child protection policies and procedures in place including but not limited to an adequate safeguarding policy.

These policies and procedures must be robust and take into account the presence of other adults on the site. You must be able provide appropriate procedures and policies as required by Denefield to confirm that all relevant recruitment and vetting checks have been undertaken and that all persons who are likely to have contact with the children, young people, and vulnerable adults during your booking have obtained enhanced Disclosure and Barring Service checks prior to the event taking place.

You must also ensure that you have adequate supervision arrangements in place for children and vulnerable adults at the facility, including arrangements for escorting them to toilet facilities and remaining with them until they have been collected by a responsible adult.

## 11. **Licences and copyright**

You shall be responsible for obtaining all relevant copyright or performing rights licences and for completing any returns that may be required by the Performing Rights Society, The Copyright Licensing Agency Limited and any other bodies in connection with the hiring of the facility for your specific use.

You indemnify us against the consequences of your failure to do so and against any claims, liability, costs and expenses of any infringement.

## 12. **Insurance**

You must have Public Liability Insurance with cover of at least £5m in place for use of the facility and you must produce up to date evidence of such insurance to us when making the booking or when requested by us. You must ensure that you have informed your Insurer that you are hiring a school facility, and that your public Liability insurance,

risk assessments and DBS information are regularly reviewed and updated and are provided to us on request.

## 13. Parking

Parking on Denefield premises is entirely at your risk. You must ensure that attendees park safely in designated areas having regard to the safety of other users of the site, leave access for emergency vehicles, and comply with all vehicle management signs on the school site. We reserve the right to ban attendees or cancel future bookings if you or your attendees fail to comply with this condition.

## 14. Commercial activities

Unless otherwise agreed, you must not use the facility for any auction sale, trade, or business activity.

You shall ensure that no gaming, betting and lotteries takes place at the facility without the prior permission of the school, nor in contravention of any relevant legislation.

## 15. Promotional materials

You should not display any publicity or promotional materials without our prior approval. Where permitted, promotional materials must not include promotion of alcohol, smoking or gambling.

You must not use Denefield's name or logos in any promotional material without our prior written permission. Your hiring of the facility does not constitute an endorsement by us of either you or the activity for which you are hiring the facility.

You must not use images or names of students in promotional materials. You must check that all published photographs and promotional material do not contain images or names of our students, either deliberately or by accident, such as those on display on school walls.

## 16. Alcohol and smoking

You shall not allow the consumption of alcohol at the facility without our prior written permission. If we give you permission to consume alcohol at the facility, you are responsible for complying with all licensing laws and obtaining the relevant licences.

Smoking (including the use of e-cigarettes) is absolutely prohibited on the Denefield site. It is your responsibility to ensure that all attendees and visitors do not smoke or use e-cigarettes / vapes in the facility or in any other part of Denefield's buildings or grounds.

## 17. Food and drink

Denefield is a nut free zone. Neither you nor your attendees can bring nuts to the facility.

You must not prepare, serve or sell food at the facility, or use Denefield's kitchen without our prior agreement and unless you have specified it in the Booking Process. Where permission has been given and it is specified in the Booking Process, you must ensure that you or the caterers comply with all relevant food and hygiene laws.

Any leftover food, drinks, crockery and rubbish must be removed from the facility, and you must ensure the facility is returned to the condition in which you found it on arrival.

## 18. Animals

Animals, other than guide dogs (with prior notification), are not allowed anywhere on the school site without our prior written consent.

## 19. End of hire

Use of the facility is for the purpose, length and time, and by the named person and organisation stated during the booking process only. You and any associated staff or attendees must not arrive earlier or stay later than the time specified in the Booking Process without our prior written agreement. We reserve the right to make an additional charge for any costs incurred by Denefield where you or any of your attendees have failed to:

- vacate the school buildings or grounds by the time specified in your booking
- return the facility to the condition in which you found it on arrival
- leave any part of the school's buildings or grounds in a clean and tidy condition
- remove all litter, property and equipment belonging to you at the end of the hire period.

## 20. **Termination**

If applicable and without prejudice to clauses 22 and 23 below, this Agreement may be terminated in accordance with our cancellation policy.

For the avoidance of doubt, we retain the right, in our absolute discretion to refuse or cancel a booking at any time if the reason for hire, activity, or subject matter to be promoted at the event is something to which we would reasonably object.

Either of us can terminate this Agreement if the other is the subject of a bankruptcy order, becomes insolvent, goes into liquidation, or a receiver or administrator is appointed, or their assets are the subject of any form of seizure.

## 21. **Liability**

During the period of hire, you will be responsible for all damages (including accidental damage), losses (including consequential losses), claims and costs arising out of your use of the facility, and you shall indemnify us from any damage (including accidental damage), expense, liability, loss (including consequential loss), claim or proceedings caused as a result of the hiring of the facility or a breach of the terms of hire.

You are entirely liable and responsible for both you and your attendees (and yours and their property) at all times whilst you are at the facility and in any other part of Denefield's buildings or grounds. You, and not the school, will be liable for any injury (including injury resulting in death), damage, or loss of property caused to you or any of your attendees using the facility or entering Denefield premises during the period of hire.

Nothing in this Agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud.

Any injury, damage or loss of property sustained by you, your staff or attendees whilst at the facility must be reported to Denefield staff and in accordance with all relevant Health and Safety and other legislation.

Our liability to you under this Agreement shall not exceed the amount paid by you for hiring the facility for your specific event.

## 22. Force Majeure

We may cancel any Agreement if the facility or any part of Denefield's buildings or grounds is rendered unfit or becomes unavailable due to unforeseen circumstances. This includes, but is not limited to, Acts of God, fire, lightening, explosion, war, disorder, terrorism (actual or threatened), security reasons, school lockdown, flood, pandemic or epidemic, industrial disputes (whether or not involving our employees), failures or interruptions of electricity gas or water supplies, weather of exceptional severity or acts of local or central government or other authorities.

## 23. Data protection

Both we and you will each comply with all applicable requirements of relevant data protection legislation in so far as they relate to these terms and conditions.

## 24. General

Any notice required or permitted to be given by either party to the other side under this agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.

A person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999. This Agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.

Denefield will carry out periodic monitoring of all hire activities and the conduct of those using our facilities to ensure compliance with these hire terms and conditions.

## 25. Linked documents

By agreeing to these Terms and Conditions, you are also agreeing to the following linked documents:

- Denefield Lettings Policy
- Denefield Booking Arrangements as specified on the Booking (School hire) website - https://schoolhire.co.uk/reading/denefield
- Denefield Hire Charges
- Bookings Cancellation Policy

- Denefield Safeguarding Policy
- Lettings Safeguarding Policy

## 26. **Review and monitoring**

These terms and conditions will be reviewed annually at the same time as the Lettings and Premise Hire Policy.