Erskine Stewart Melville

ESM EVENTS

Terms & Conditions for Venue Hire

These terms apply to all bookings made through ESM Events at Erskine Stewart Melville.

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1 Definitions and interpretation

The following definitions and rules of interpretation apply in these Terms and Conditions.

Definitions

Activity Area	the area forming part of a Sports Club upon which a sporting activity is carried out.
Astro Turf	the astro turf pitches located within any Sports Club.
Balance	any balance of the Fee due by the Customer to ESM.
Bar Services	the provision of alcoholic and non-alcoholic beverages for payment by the Customer and their Participants as stated on the Booking Form.
Booking	the Venue booking made by the Customer in terms of the Booking Form completed by the Customer detailing the Venue, date and time of the Booking and other matters relating to the Booking.
Booking Date	the date specified by the Customer in the Booking Form as the date they require to hire the Venue.

Booking Form	the booking form attached to these Terms and Conditions completed by the Customer and sent to ESM in respect of the Booking required.
Booking Period	the duration of the Booking as stated on the Booking Form.
Box Office Services	the online ticket purchasing and delivery service provided by the Box Office Provider for a Performing Arts Venue as specified by the Customer on the Booking Form.
Box Office Provider	the third-party supplier providing the Box Office Services as nominated by ESM.
Business Day	a day, other than a Saturday or Sunday, when banks in Edinburgh are open for business.
Business Hours	between the hours of 08:30 and 16:30 on any Business Day.
Cancellation Fee	such amount determined by ESM required to be paid by the Customer to ESM for the cancellation of Bookings at a Sports Club.
Catering	any food and/or drink required by the Customer and specified on the Booking Form.
Customer	any person (legal or otherwise) or entity that makes a booking on the Booking Form.
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
Deposit	any deposit required to be paid in advance by the Customer to ESM (as notified in writing by ESM) in order to secure a Booking.
Equipment	any equipment belonging to ESM and supplied to the Customer in terms of the Booking Form.
ESM	Erskine Stewart Melville, part of the Edinburgh Merchant Company Education Board, a charity registered in Scotland with charity registration number SC009747.
Event	any event held in a Performing Arts Venue.
Fee	the fee payable by the Customer to ESM for the Booking as specified on the Booking Form.
Force Majeure	any event or circumstance materially and adversely affecting the performance by ESM of its obligations arising beyond its reasonable control including without limitation fires, floods, acts of war, acts of terrorism, natural disasters, epidemic or pandemic, default or non-compliance of suppliers or third parties, events or circumstances attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees or any inability to pay sums of money.
Kitchen Facilities	any kitchen or catering facilities within a Venue.

Member	any person who is a member of a Sports Club.
Nominated Caterer	any caterer that ESM has contracted with to provide Catering.
Participants	any person who is attending or making use of a Venue in terms of a Booking.
Performing Arts Venue	the Tom Fleming Centre, ESM Senior School, Queensferry Road, Edinburgh EH4 3EZ and any other Venue as may be designated by ESM in writing from time to time as a Performing Arts Venue for the purposes of these Terms and Conditions.
Property	any property within the ownership or control of ESM.
Responsible Person	the person designated by the Customer on the Booking Form (or otherwise notified to ESM by the Customer) as being responsible for the Participants.
Sports Club	Queensferry Road Sports Club (ESM Senior School, Queensferry Road, Edinburgh) and Ravelston Sports Club (ESM Junior School, Ravelston, Edinburgh), being the sports clubs operated by ESM outwith school times, including their facilities as described on the Booking Form and the Swimming Pool. References to a Sports Club are to either or both of them.
Staff	any person employed by ESM.
Swimming Pool	the swimming pool at Queensferry Road Sports Club, ESM Senior School, Queensferry Road, Edinburgh.
Terms and Conditions	these terms and conditions.
Venue	the venue selected by the Customer on the Booking Form.

1.1 Interpretation

1.2 References in these Terms and Conditions to:

(a) clauses are, unless specified otherwise, to the clauses of these Terms and Conditions;

(b) any statutory or other legislative provision shall be construed as including any statutory or legislative modification or re-enactment thereof, or any substitution therefor;

(c) the word person or persons or words importing persons include, without limitation, individuals, partnerships, joint ventures, trusts, organisations, associations, corporations, government agencies, committees, departments, authorities and other bodies, corporate or unincorporated, whether having distinct legal personality or not, or any member of the same;

(d) any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3 In these Terms & Conditions, unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 In these Terms & Conditions, unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 In these Terms & Conditions “ESM” and the “Customer” include their respective directors, officers, servants, agents, employees and sub-contractors.

1.6 In these Terms and Conditions any reference to writing or written includes email.

1.7 In these Terms and Conditions clause headings are for ease of reference only.

2 Booking, Deposit and Fee

2.1 The Customer shall ensure the Booking Form is complete and accurate and shall submit the Booking Form well in advance of the Booking Date to ESM via the online booking platform.

2.2 Within 72 Business Hours of receipt of the completed Booking Form ESM shall confirm to the Customer in writing if their Booking has been accepted, whether further information is required and/or whether the Booking has been rejected. ESM reserve the right to refuse any Booking, for any reason that ESM deems appropriate.

2.3 In the event a Deposit is payable by the Customer, the Customer will be notified of this by ESM in writing and the Customer shall pay the Deposit to ESM by the date specified by ESM in writing in order to secure their Booking.

2.4 Once the Booking has been accepted by ESM, ESM shall send confirmation to the Customer in writing. Bookings shall not be secured until the Customer has paid the Fee or Deposit and received written confirmation of the Booking from ESM.

2.5 Any Balance due by the Customer to ESM shall be paid on or prior to the date specified by ESM in writing. In the event that a Balance is not paid in full 48 hours prior to the Booking Date, ESM shall be entitled to cancel the Booking and retain the Deposit.

2.6 Any Balance due for a Booking that includes Catering shall be paid in full by the Customer to ESM no later than 2 weeks prior to the Booking Date otherwise ESM shall be entitled to cancel the Booking and retain the Deposit.

2.7 ESM do not offer a facility for repeated Bookings. Any Customers wishing to repeat a Booking must do so in good time, using the Booking Form.

3 Use of Venue – general obligations on the Customer

3.1 The Customer accepts the Venue as being in good condition and repair and sufficient for the purposes of the Booking.

3.2 The Customer shall vacate the Venue at the end of the Booking Period and leave the Venue in a clean and tidy condition. In the event that the Customer fails to vacate the Venue timeously (i) ESM shall be entitled to charge an additional fee calculated as a pre-estimate of loss and inconvenience suffered by ESM and (ii) the Customer will fully reimburse ESM for all costs connected with the cleaning thereof, removal of rubbish and storage of Customer equipment.

3.3 In the event that any damage is caused to the Venue or Equipment therein for which the Customer is responsible the Customer shall promptly notify ESM in writing who shall arrange for the same to be repaired or renewed, as necessary, and the Customer shall be responsible for any costs incurred by ESM in so doing.

3.4 The Customer shall not be permitted to display advertising material in or on the Venue without the prior written approval of ESM. ESM reserve the right to charge an additional Fee where such approval is given.

3.5 No material shall be fixed, posted, pinned or otherwise placed on the walls, doors, windows, ceilings, floor or structure or other fixtures of the Venue without the prior written consent of ESM.

3.6 The Customer shall not, nor permit others to, do anything which may be or cause a nuisance to ESM, other customers or neighbours of ESM.

3.7 The Customer undertakes to respect and not infringe any copyright or other intellectual property rights of ESM and/or third parties and shall indemnify ESM in respect of any and all claims which may be brought against ESM as a consequence of the wrongful act or omission of the Customer in this

regard.

3.8 The Customer shall be entitled to take photographs of its own activities at the Venue during the Booking for its own marketing purposes, subject to resolving any third-party copyright issues and/or requirements of law (including the Data Protection Legislation and child protection laws) to the satisfaction of ESM.

3.9 The Customer shall be responsible for the behaviour of Participants during the Booking. A Responsible Person must be present throughout the duration of each Booking. The Customer shall ensure that they provide a suitable number of adults to supervise groups of children.

3.10 ESM reserve the right to refuse entry to any Customer or Participant.

3.11 Smoking is not permitted in any part of the Venues or Property. This includes and is not limited to the use of e-cigarettes or vapourisers.

3.12 The Customer is strictly prohibited from bringing onto (or using) at the Venue any fireworks. The mass release of balloons and/or paper lanterns or any other substance that may negatively impact on the environment at the Venue is also strictly prohibited.

3.13 Except where expressly agreed with ESM in writing in terms of condition 9.5 hereof, the Customer shall ensure that no alcohol is brought onto or consumed in the Venue or any part of the Property.

3.14 In the interests of safety and hygiene, dogs and other animals shall not be admitted to Venues. The only exception to this is for Guide or Hearing Dogs.

3.15 ESM's licences do not cover the Customer's use of the Venue for the public performance (or playing) of music, plays, dramatic-music productions or any other copyrighted works. The Customer shall be responsible for ensuring they do not infringe third party intellectual property rights and for obtaining all licences, approval, consents, permissions and authorisations that may be required for or in connection with their event. The Customer shall indemnify ESM against any and all losses, expenses, costs or damages suffered by ESM as a result of the Customer's breach of third party intellectual property rights.

4 Use of Venue – Sports Clubs and Swimming Pool

This Condition 4 shall apply to all Bookings made in respect of a Sports Club and the Swimming Pool.

4.1 Sports activities must be carried out and supervised in accordance with the appropriate rules and safety recommendations of the relevant governing body of the sport concerned (and as otherwise may be notified in writing by ESM to the Customer). The Responsible Person must report to the Venue reception on arrival at the Venue.

4.2 The Customer shall be liable for any and all loss of, or damage to, property or injury to their staff or the Participants, which may occur during the Booking.

4.3 The Customer is made aware that the Booking Period may require at least 5 minutes at the start to set up Equipment and at least 5 minutes at the end to put Equipment away meaning a 60 minute Booking may only last 50 minutes.

4.4 Participants must not enter the Venue or Activity Area before commencement of the Booking Period. At the end of the Booking Period, Participants must vacate the Venue or Activity Area promptly so that the next scheduled booking may start on time.

4.5 Customers shall ensure that Participants wear clean trainers with non-marking soles in any games hall and on the Astro Turf. No studded footwear may be worn, and this includes (without limitation) the plastic moulded type.

4.6 No food or drink may be taken into any of the Activity Areas (plastic water bottles are acceptable however).

4.7 Any person using a locker at any Sports Club does so at their sole risk and liability.

5 Use of Venue – children's sports parties

This Condition 5 shall apply to all Bookings made in respect of a children's party at a Sports Club.

5.1 Children's parties in the Sports Clubs or Swimming Pool, as appropriate, are subject to the following further conditions.

5.1.1 Children under the age of 8 years must be accompanied by a responsible adult (18+) in the water to the ratio of one adult to every three children under 8 years of age. It is the responsibility of the Customer to ensure that all Participants are water confident.

5.1.2 The maximum number of Participants allowed for a party, whether in the Swimming Pool or elsewhere within a Sports Club, is 30.

5.1.3 The Customer shall only be permitted to use that section of the Swimming Pool designated by ESM for the party.

5.1.4 No pool toys may be used except those provided by ESM.

5.1.5 The Customer is responsible for ensuring that Participants are well behaved and adhere to the rules of ESM.

5.1.6 The Customer may bring their own food (but not an Alternative Caterer) for the Participants and the Customer is responsible for ensuring good food hygiene and ensuring food allergies of Participants are catered for.

5.1.7 The Customer must keep the Venue clean and tidy and inform a member of ESM Staff immediately of any breakages, spillages and/or mess.

5.1.8 The Customer shall ensure that games/activities take place before food, not after.

6 Use of Venue – Swimming Pool

This Condition 6 shall apply in relation to all Bookings made in respect of the Swimming Pool.

6.1 The Swimming Pool can only be booked by Members with the following exceptions:

6.1.1 the Swimming Pool can be used by guests of Members who have signed in and are accompanied by a Member;

6.1.2 swimming lessons provided by a pre-agreed provider of swimming lessons;

6.1.3 entry by special offer voucher issued by a Sports Club; or

6.1.4 group Bookings authorised by ESM.

6.2 Customers using the Swimming Pool must comply, and ensure full compliance of Participants, with the Swimming Pool rules (as exhibited at the Swimming Pool and as may be varied from time to time) and any lifeguard instructions.

6.3 The number of Participants using the Swimming Pool shall be limited to a maximum of 30 swimmers and the number of swimmers per lane shall be limited to 6.

6.4 The Responsible Person must ensure that an adult accompanies Participants under the age of 8 in the water at the Swimming Pool (and in a ratio of 1:3).

7 Use of Venue – Performing Arts Venue

This Condition 7 shall apply in relation to all Bookings made in respect of a Performing Arts Venue.

7.1 All audience members must be seated for the Event. The seating capacity for an Event will be notified by ESM to the Customer in writing and will depend on the layout of the seating specified by the Customer and in compliance with the relevant ESM Public Entertainment Licence.

7.2 ESM shall provide such lighting together with power thereto as specified on the Booking Form for the duration of the Booking. The Customer is required to satisfy itself that what ESM can provide in this regard will be sufficient for the Customer's purposes.

7.3 ESM will provide assistance by way of janitors and such specialist Staff as is specified on the Booking Form.

7.4 If specified by the Customer on the Booking Form ESM will provide technical support relative to sound and lighting.

7.5 If so requested by the Customer on the Booking Form ESM will provide a public address system (PA) for the play back of music and vocal amplification only. If the Customer is providing their own DJ or live music then the Customer is responsible for supplying their own PA unless previously agreed with ESM. The Customer shall not plug in any electrical equipment to sockets within a Venue and must bring their own independent power supply.

7.6 If specified by the Customer on the Booking Form ESM will provide the use of a piano or organ. The Customer shall follow all directions provided to it by ESM concerning the use, movement and location of such piano or organ.

7.7 ESM will insure its own Equipment. The Customer will insure and be responsible for any equipment or instruments of its own that it brings into the Venue or is brought into the Venue on its behalf by any party other than ESM. If so required by ESM the Customer will promptly produce evidence of such insurance.

7.8 Where the Customer has requested Box Office Services these will be provided by the Box Office Provider. The Customer will make arrangements direct with the Box Office Provider and will be subject to the Box Office Provider's standard terms and conditions. ESM will have no liability to the Customer for ticket sales or the successful delivery of the Box Office Services.

8 Equipment

8.1 If Equipment is specified on the Booking Form then the Equipment shall be made available to the Customer for the duration of the Booking. The Customer shall be liable for any loss of or damage to any Equipment in terms of Condition 3.3 of these Terms and Conditions.

8.2 ESM will ensure that any electrical equipment will have a current PAT test and be labelled as such and in good working order. ESM reserves the right to refuse use of Equipment by the Customer if it is deemed unsafe by Venue Staff.

9 Catering and Bar Services

9.1 Where the Customer has requested the provision of Catering from the Nominated Caterer on the Booking Form, the ESM Events Manager shall contact the Customer direct to confirm the details of their Catering requirement. Customers must use the Nominated Caterer unless ESM agree in writing that the Customer may provide their own catering. In the event that the Nominated Caterer is unable to supply the Catering for the Booking or the Customer is permitted (in writing) by ESM to provide their own catering then any such alternative caterer (**Alternative Caterer**) shall have no access to or use of

the Kitchen Facilities.

9.2 In the event that the Customer utilises the services of an Alternative Caterer, then the Alternative Caterer is required to bring their own catering equipment and power source. Any food or drink must be prepared off site and stored using the Alternative Caterer's own equipment. For the avoidance of doubt, the Customer and/or the Alternative Caterer shall not be permitted to connect into ESM's power supply for the purposes of powering catering equipment.

9.3 The Customer will adhere to and observe the terms and conditions issued by any Catering supplier (including the Nominated Caterer).

9.4 If specified by the Customer on the Booking Form ESM shall provide the Bar Services at the Venue. ESM shall obtain all licences required to serve alcohol at the Venue.

9.5 The Customer is prohibited from providing their own Bar Services. The Customer may be permitted to bring their own alcohol to a Venue in the following circumstances:

9.5.1 With the express approval (in writing) of ESM in advance of the Booking;

9.5.2 The Customer is strictly prohibited from selling alcohol to Participants or from taking any payment or payment in kind from Participants in exchange for alcohol at the Venue; and

9.5.3 The Customer will be charged a fee for corkage.

10 Cancellation, amendments and Force Majeure

10.1 In the event the Customer requires to cancel a Booking at a Sports Club they shall notify ESM in writing no later than 48 hours prior to the Booking Date. Where 48 hours' notice is provided to ESM the Customer shall be entitled to a full refund of the Fee from ESM. Where 48 hours' notice is not provided to ESM then the Customer shall be required to pay the Cancellation Fee to ESM.

10.2 In the event the Customer requires to cancel a Booking at any other Venue not covered by clause 10.1 hereof they shall notify ESM in writing no later than two weeks prior to the Booking Date. Where two weeks' notice is provided to ESM the Customer shall be entitled to a refund of the Fee (minus the Deposit) from ESM. The Deposit shall be retained by ESM. Where two weeks' notice is not provided to ESM then the Customer shall be required to pay the Fee in full to ESM.

10.3 In the event the Customer requires to amend a Booking at a Sports Club they shall notify ESM in writing as soon as practicably possible and no later than 48 hours prior to the Booking Date. ESM shall use reasonable endeavours to facilitate the amended Booking but ESM reserves the right not to amend any Booking. In the event that an amendment to a Booking cannot be facilitated by ESM the Customer shall be entitled to cancel the Booking but that subject to the cancellation provisions at clause 10.1 hereof.

10.4 In the event the Customer requires to amend a Booking of any Venue not covered by clause 10.3 hereof they shall notify ESM in writing no later than two weeks prior to the Booking Date. ESM shall use reasonable endeavours to facilitate the amended Booking but ESM reserves the right not to amend a Booking. In the event that an amendment to a Booking cannot be facilitated by ESM the Customer shall be entitled to cancel the Booking but that subject to the cancellation provisions of clause 10.2 hereof.

10.5 ESM reserve the right to cancel any Booking for any reason that ESM deems appropriate. ESM shall use reasonable endeavours to notify the Customer in advance of any such cancellation and shall refund any sums paid by the Customer to ESM in respect of the cancelled Booking. No damages shall be due or payable by ESM to the Customer in this respect.

10.6 In the event ESM are unable to honour the Booking by reason of Force Majeure (including damage to the Venue, serious systems failure, illness to key Staff or a risk of infection to pupils, Staff or members of the public) ESM shall notify the Customer in writing as soon as reasonably practicable. If a Force Majeure event occurs ESM shall be entitled to cancel a Booking and shall have no liability to the Customer. Whilst ESM will take reasonable steps to avoid such cancellation it is recommended that the Customer puts in place cancellation insurance for, amongst other things, such occurrences.

11 Liability

11.1 The Customer is liable for any and all loss of, or damage to, property or injury to their Participants, their staff and ESM Staff, which may occur while making use of the Venue including any such incidents which may occur on ESM Property.

11.2 The Customer shall immediately report any incidents they become aware of involving injury to, or risk to the health or safety of, any person using the Venue to the ESM duty manager or janitor on call.

11.3 ESM shall not be liable under any circumstances, whether in contract, delict (including negligence), breach of legal duty, or otherwise, for any economic loss (including loss of profit, business, revenue, goodwill or anticipated savings (whether or not foreseeable)) or any indirect or consequential loss arising under or in connection with these Terms & Conditions or use of a Venue by any Customer.

11.4 ESM's total liability to the Customer shall be limited to the Fee or £500 (whichever is the greater).

11.5 Nothing in these Terms & Conditions shall limit or exclude the liability of ESM for:

11.5.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

11.5.2 fraud or fraudulent misrepresentation; and

11.5.3 any other liability which cannot be excluded by law.

11.6 Business or commercial Customers shall take out and maintain public liability insurance for the duration of the Booking in such sum as specified in writing to the Customer by ESM. The Customer shall provide a copy of all such insurance to ESM promptly upon a request in writing to that effect.

12 Data protection & privacy

For information about how ESM handles personal information and rights under Data Protection Legislation please refer to the ESM Privacy Notice on the ESM website: www.erskinestewartmelville.com/wp-content/uploads/2026/07/Privacy-Notice.pdf.

13 Entire agreement

The Booking Form and these Terms & Conditions constitute the entire agreement and understanding between the parties regarding the subject matter thereof and supersede and extinguish any prior agreement (written or verbal) between the parties regarding such subject matter.

14 Third party rights

Unless it expressly states otherwise, these Terms & Conditions do not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 for any third party to enforce or otherwise invoke any term of these Terms & Conditions.

15 Severance

If any provision or part-provision of these Terms & Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of these Terms & Conditions.

16 Waiver

16.1 A waiver of any right or remedy under these Terms & Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.2 A failure or delay by a party to exercise any right or remedy provided under these Terms & Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms & Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17 Assignation and variation

17.1 The Customer shall not be entitled to assign or transfer any of its rights and/or obligations under these Terms & Conditions.

17.2 Any variation to these Terms & Conditions shall be agreed between the parties in writing.

18 Governing law

These Terms & Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation, shall be governed by and construed in accordance with the law of Scotland.

19 Jurisdiction

Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms & Conditions or their subject matter or formation.