

**JOHN MACKINTOSH HALL – THEATRE APPLICATION FOR HIRE**

NAME OF APPLICANT/HIRER: \_\_\_\_\_

NAME OF ENTITY (IF ANY): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELS: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

REGISTERED AS A CULTURAL ORGANISATION-----YES/NO

If "YES" please enter registration number \_\_\_\_\_

If "NO" and you are a cultural entity, you must register your organisation with Gibraltar Cultural Services Before you can apply for use of the Theatre OR

If "NO" and you are not a cultural entity or do not \*wish to register (see 15)

N/A

PURPOSE OF HIRE: \_\_\_\_\_

LIGHT/SOUND TECHNICIAN REQUIRED: \_\_\_\_\_

YES/NO

IF OWN LIGHT/SOUND TECHNICIAN: NAME: \_\_\_\_\_

TEL: \_\_\_\_\_

REHEARSAL DATES: \_\_\_\_\_

TIME FROM: \_\_\_\_\_

TO: \_\_\_\_\_

PERFORMANCE DATES: \_\_\_\_\_

TIME FROM: \_\_\_\_\_

TO: \_\_\_\_\_

GALA PERFORMANCE DATE (IF ANY): \_\_\_\_\_

DETAILS OF VIPs/DATES (IF ANY): \_\_\_\_\_

STAGE EXTENSION REQUIRED: (£100 Fee) \_\_\_\_\_

YES/NO

PROPOSED TICKET PRICES: \_\_\_\_\_

SPECIAL REQUIREMENTS:

**(Please note a fee may be chargeable. Please ascertain any costs before committing.)**

\_\_\_\_\_  
(Please use separate sheet if required)

**I have read and understood the 'Conditions of Hire' of the John Mackintosh Hall Theatre and I agree to abide by them and any other conditions made known to me in respect of the use of the Theatre's premises and also to have all persons involved with this production abide by them too.**

SIGNATURE OF APPLICANT/HIRER: \_\_\_\_\_

DATE: \_\_\_\_\_

GIBRALTAR CULTURAL SERVICES WILL KEEP AND USE INFORMATION SUPPLIED IN THIS APPLICATION FORM IN LINE WITH THE DATA PROTECTION ACT 2004.

GCS MAY RELEASE THIS INFORMATION TO OTHER GOVERNMENT DEPARTMENTS AND/OR AGENCIES. GCS WILL ONLY USE PERSONAL DETAILS PROVIDED HEREIN FOR THE PURPOSE OF ADMINISTERING THE THEATRE

**OFFICE USE ONLY**

**PROOF OF COPYRIGHTS, LICENCES, PERMISSION, PRS AND RECEIPTS, AS RELEVANT, ARE TO BE ATTACHED.**

FORM RECIEVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BOOKING APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CULTURAL REGISTRATION NUMBER: \_\_\_\_\_

FURTHER CONDITIONS TO BE MET: \_\_\_\_\_

DATES OF BOOKINGS APPROVED: \_\_\_\_\_

DEPOSIT (£100) RECEIPT No: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPOSIT COLLECTED DATE: \_\_\_\_\_ CHEQUE COLLECTED BY: \_\_\_\_\_

**COST OF HIRE:**

	No.		
REHEARSALS		@ £25 each	= £
DRESS REHEARSALS		@ £75 each	= £
PERFORMANCES		@ £300* each	= £
SOUND & LIGHT TECHNICIAN		@ £20 ph (w/day)	= £
		@ £30 ph (w/end)	= £
PRS		@ £30.60 p/performance	= £
STAGE EXTENSION		@ £100	= £
CARETAKER		@ £22 p/h (w/end)	= £
CLEANERS		@ £14.56 p/h (w/end)	=£

EXTRA FEES (DETAILS):

**TOTAL TO BE PAID** = £

RECEIPT No: \_\_\_\_\_

DATE: \_\_\_\_\_

**\*A Special concession rate for charities and non profit organisations is available at @ £100 per performance by prior approval. Proof of charity details including registration number, must be attached to the application form if applying for concession rate. Additional information may be required before approval is granted. The decision for concession rate to apply is at the discretion of Management. All other fees will be applicable as set.**

## TECHNICAL CONDITIONS & FEES

The use of our in-house technician's has no charge during weekdays Monday to Friday for 7.75 hours per day (6.5 hours during the summer period). Extra hours required are charged at £20.00 per hour. Weekends and/or bank holidays are charged at £30.00 per hour.

Should you wish to book the in-house technicians, please do so by completing this part of the application form. A member of staff will contact you to arrange an initial meeting to discuss your technical requirements. You will be required to pay ALL fees, including technical fees and any other fees for extra hire of equipment, prior to the start of your booking.

You may use your own sound and/or light technicians; however, they must be considered competent operators and must prove they are experienced in the type of equipment being supplied. Your chosen operator must consult with the in-house technicians at all times in the lead up and during the event, even if they are not using the Theatres equipment.

You are welcome to bring your own technical equipment; however, you must consult with the in-house technicians prior to the start of your booking. You must state what you plan to bring and exactly where you plan to set it up. Approval will be granted provided the electrical installation complies with safety regulations and can cope with the load, and in the case of sound equipment, provided that we do not feel additional equipment will result in a volume that will cause undue disturbance to the rest of the complex and its users.

The Technical control room will be opened and closed by a member of GCS staff. Please state the days/times you will require this facility. Failure to notify us beforehand, may result in none use of this facility.

### FEES

In-house Sound & Light Technicians: 7.75 Hours free of charge (6.5 Hours during the summer period)  
Extra hours at £20 per hour per technician and/or £30 per hour per technician during weekends and bank holidays

### **Please complete:**

IN-HOUSE LIGHTING TECHNICIAN REQUIRED: YES/NO

If not please specify your approved operator:

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

IN-HOUSE SOUND TECHNICIAN REQUIRED: YES/NO

If not please specify your approved operator:

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Please specify what days/times you wish to use the Theatre Control Room (fees might be applicable):**

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## Technical Details

### Music

Will any music be performed or played within the performance?

YES / NO

If YES, a Performing Rights Society Music Licence (PRS), currently £30.60 per performance, is payable

If you do not consider that you should be charged the PRS Licence, please provide evidence that you are exempt

Details of PRS Conditions can be found on page 9

Will you require the use of the Grand piano?

YES / NO

If YES, the piano will be tuned just prior to your booking free of charge provided you give at least four weeks' notice. Otherwise, it will be charged to you at cost. Please enquire at Reception for the current rates.

In order for the Theatre to comply with Health and Safety rules, you must inform us in advance of any special effects you will be using (i.e. strobe lighting, smoke, and pyrotechnics). Naked flames will **NOT** be permitted on the stage

No scenery or props can intrude into the auditorium beyond the proscenium arch line

## Publicity

Please give a brief description of the show, in no more than fifty words, to enable us to advise customers on the contents of the performance (e.g. suitable for children, comedy, dance, etc.)

**Please Note:** It is the Hirer's obligation to market the show, and no responsibility will be taken for marketing activities at the Hall.

You will be permitted up to two posters at the John Mackintosh Hall entrance display boards. However, the display of this material is not automatic, and subject to it being of appropriate quality.

Insurance – if applicable, a photocopy of the policy must be provided with this agreement. Please see condition nos. (44) and (45) in the attached Conditions of Hire

**Please return the application form to:**  
**Facilities Director, John Mackintosh Hall, 308, Main Street, Gibraltar**  
**Tel: 200 75669 Fax: 200 65945 email: [jmhreception@culture.gov.gi](mailto:jmhreception@culture.gov.gi)**

# JOHN MACKINTOSH HALL THEATRE

## CONDITIONS OF HIRE

### ***PLEASE ENSURE YOU UNDERSTAND WHAT YOU ARE COMMITTING YOURSELF TO***

1. A £100 deposit is payable at the time a booking is confirmed by Gibraltar Cultural Services. This deposit will be refunded, after the event, only if it is established to the satisfaction of the management that no damage or loss whatsoever has been caused and that everything has been left in a proper, clean and tidy condition.
2. Full payment in respect of all hire fees must be made at least one calendar month before commencement date of the hire period. Failure to make required payments of hire fees will result in the cancellation of said booking.
3. If a booking is made with less than one calendar month notice, all fees payable in respect of deposit and hire fees must be made within three working days of the request.
4. At least 30 days notice must be given if there is to be a request for the setting up of the stage extension.
  - If the stage extension is required **the front two rows will be removed**, so the user will have to cross it off the seating plan. **The stage extension may not always be available and it should not be assumed that a request will automatically be approved.**
  - If wheelchair space is needed, we are able to remove front seats to accommodate the wheelchairs, however prior notice must be given.
5. The fee for the setting up of the stage extension is £100, and is payable on the day of approval of the booking of the said stage extension.
6. The fees incurred as a result of additional costs incurred by the sound engineers or other unforeseen services provided by the Hall, will be payable immediately.
7. Should the hirer cancel or postpone a confirmed booking:-
  - with not less than three calendar months notice before commencement date of the hiring period, the full deposit and any hire fees paid will be refunded. This refund will be made without prejudice to any claims the Management of the John Mackintosh Hall may have against the hirer for any expenditure incurred as a result of the hiring agreement.
  - with less than three but more than one calendar month notice before commencement date of the hiring period, the full hire charge will be refunded but the deposit payment made shall be fully forfeited.
  - with less than one calendar month notice before commencement date of the hiring period, the full hire fee shall apply and the deposit payment made shall be fully forfeited unless the Board of Management of the John Mackintosh Hall otherwise decides.
  - If a booking is made with less than one calendar month notice any cancellations made after the required deposit and hire fees have been paid shall be liable to all charges as detailed above.
8. The Director reserves the right in her absolute discretion to cancel any hiring should she consider it necessary to do so by reason of any royal demise, public calamity, epidemic or destruction of or damage to the premises by fire or by reason of any other unavoidable cause, or by instruction from the Ministry for Culture; and where the Hirer, on any one of those occasions, shall entitle the Director to cancel the hiring for any subsequent occasion or occasions. The Director's liability in the event of any such cancellation shall be limited to the return to the Hirer of any deposit or hiring fee paid by them.
9. The deposit will be refunded after the event, **only** if it has been established to the satisfaction of the Management that no damage has been caused, all sets and props have been removed, and that the Theatre, backstage and changing rooms are left in a tidy condition. Any damage or loss caused to either the theatre or equipment provided within, will be the responsibility of the user, who will be liable for the

full costs of any repairs or replacements resulting from the damage or loss, and the deposit will be forfeited.

10. Under no circumstances will access be given to the Theatre until ALL the fees have been paid and these conditions complied with.
11. Sets and props must be removed at the end of your hire period, unless previously arranged with management and **approval has been obtained in writing**. Failure to do so will result in forfeiture of the deposit.
12. At least 14 days notice must be given to the Sound & Light Technician for the basic lighting programme.
13. No alteration to the standard lighting plot will be permitted without the prior permission of the director and the stage lighting equipment will not be modified in any way.

### **BOOKING FORM**

14. The person whose name is on the application form must be over 18 years of age, and will be deemed to be the Hirer.
15. If the applicant is considered to be a Cultural Entity organisation by the Director, the organisation **MUST** be registered with Gibraltar Cultural Services Before applying for use of the Theatre. Failure to register beforehand will result in application not being approved.
16. All applications for the use of the Theatre and extra facilities must be made in writing on the form attached hereto. The applicant must state precisely the nature of the purpose for which the Theatre is required. All applications and correspondence relating to a hiring must be made direct to the Director who will not hold responsibility for any mistakes arising through non-compliance with the conditions. The Director reserves the right to call for further particulars respecting any proposed booking. Variety Concerts or other forms of entertainment which seems likely to fall below certain cultural standards, and other criteria set by the administration, or which might be considered obscene, seditious, libellous or likely to incite hatred or a breach of the peace, will not be accepted.
17. The Director shall have an absolute discretion to refuse an application to hire the Theatre.
18. The Theatre shall not be used for any purpose other than that stated in the application without the consent in writing of the Director first being obtained.
19. The Hirer shall not assign the right to use the Theatre or effect any form of sub-letting whatsoever.
20. Hours of hiring must be as specified on these booking forms and the Director reserves the right to hire the Theatre spaces during times not specified upon booking. Should the Hirer need to change the original hours, this will be in writing and in agreement with the Director.
21. Performances in the Theatre shall take place during the opening hours of the Hall **only** (summer opening hours may vary, please check with reception). The Theatre shall be closed at weekends and rehearsals shall not take place outside the normal working hours of the Hall. Any requests for alternative arrangements must be made in writing to the Director of the Hall, by not later than one month prior to the date required and may incur a charge.

### **USE OF THE THEATRE**

22. The Director reserves the right for her and her duly authorised officers to enter the Theatre at all times.
23. Under **no circumstances** will it be permissible for there to be naked flames in use, either in the auditorium or on the stage.
24. The Fire Prevention Department will inspect the theatre prior to each performance and if the pertinent Fire Regulations have been breached in any way, it has the authority to cancel the performance with immediate effect.
25. Smoking is strictly prohibited on or anywhere in the vicinity of the stage, auditorium, lobby or the dressing rooms.
26. **No Smoking, Eating or Drinking shall be permitted in the auditorium at any time.** The users are required to announce this to the audience prior to every performance. It will be the responsibility of the users to ensure that this rule is **strictly** adhered to. In the event that this rule is not adhered to, the Management

reserves the right to cancel further pending bookings forthwith and retain all deposits paid. Any damage caused as a result of a breach of this condition shall be the responsibility of the users.

27. The Hirer shall not obstruct or permit the obstruction by person or property of any aisle, gangway, passage, stairway or flight of steps either inside or outside the JMH. Orchestras used in connection with stage productions will be required to maintain a minimum of 1.8m between themselves and the first row of seats.

28. No decorations, flags, emblems, banners or signs will be permitted to be displayed either inside or outside the JMH without the previous consent of the Director in writing.

29. All woodwork, scenery, flats, draperies, floral decorations, curtains or any other properties whatsoever provided by the Hirer and used in connection with any booking of the Theatre must be rendered non-inflammable and so maintained, failing which the use thereof is prohibited.

30. No nails, tacks, drawing pins, hooks or screws shall be driven onto the walls, doors, floor, furniture, curtains or any of the woodwork. No balloons filled with inflammable gas shall be sold or exhibited or used in connection with any hiring, and nothing shall be done in connection with any hiring which shall in any way increase risk of fire.

31. The Hirer shall not commit or permit any interference of any description with any of the fittings, apparatus or furnishings of the Theatre without first obtaining the consent of and complying with the requirements of the Director or her authorised officers in respect thereof.

32. Should any damage be done to the building, fittings, apparatus or furniture the expense of making good the same shall be defrayed by the Hirer. The Director shall be sole judge of the damage done and the amount thereof. Any articles or items belonging to the JMH that may be found to be lost or missing from the Theatre during or after any hiring shall be paid for by the Hirer.

33. **The accommodation provided in the Theatre is limited to 408.** Hirers must adhere strictly to this limit and tickets must not be issued for any greater number. No re-arrangements of the seating accommodation or of any other facility provided in connection with the Theatre is permitted without the written consent of the Director and any re-arrangements so approved must be carried out by JMH staff.

34. A seating plan is attached.

35. No responsibility will be accepted or compensation paid by the JMH in the event of loss or damage being suffered by the Hirer on account of failure of the lighting, heating or any other equipment of the accommodation.

36. A valid ticket does not automatically permit entry to the JMH, and the Director, or her duly authorised staff, may prevent entry if it is considered to be in the best interests of the JMH.

37. Hire of the Theatre, and/or associated rooms, does not include any parking facilities.

38. If it is desired to display a poster or announcement outside the JMH, such a poster or announcement must be sent to the Director who will endeavour to arrange for its display. The Director reserves the right to refuse to display any such poster or announcement which may be considered unsuitable or where circumstances make it inconvenient.

39. No commercial advertising of any kind will be permitted within the JMH, with the exception of advertisements forming less than 25% of the posters for a specific performance.

40. The JMH shall have the exclusive right to supply food or drink (including alcoholic drinks) at any function being held in the JMH. The Hirer shall therefore notify the Director of their requirements.

41. If, having previously arranged with the Management for food to be served in any room other than the theatre:

a) Any person preparing food at the premises to be served at an event or function must comply with all relevant food safety legislation as instructed by the Environmental Agency. If the food is being prepared on the premises by a third party for reward, that third party must hold an appropriate trade licence and must conform to all relevant best practice.

b) The hirer must accept all responsibility for any injury, which may occur as a consequence of any person consuming food prepared:-

i) On the premises by him, or a third party directed by him, and / or

ii) Elsewhere and served at the premises, during the duration of the hire of the premises

42. All Doors must be kept closed at all times unless manned by a representative of the hirer.

### **LICENCES, PERMITS AND INSURANCES**

43. The Hirer or any person under their control shall not do anything whereby any of the conditions of the Licences held by the Director covering the various uses of the Theatre shall be infringed.

44. No dogs or other animals are allowed into the Theatre at any time, excepting Assistance Dogs.

45. Should the hirer decide to contract the services of a sound technician, it will be the responsibility of the user to arrange for their attendance and any costs which may be incurred shall be payable directly to the contracted technician.

46. It is recommended that All users of the theatre hold public liability insurance covering all matters which are the subject of the indemnities and undertakings herein. It is the responsibility of the Hirer, after having taken any necessary professional advice, to determine the appropriate level of cover, having regard to the level of risk, in respect of any one incident and unlimited in total.

47. The Hirer shall fully indemnify and keep indemnified the JMH, its Director, staff and agents against all liabilities, claims, damages, charges or expenses which may be incurred by or made against the JMH in respect of personal injury (including injury resulting in death) or loss of, or theft of or damage to property arising out of or in connection with this agreement except to the extent that the Hirer shall not be called upon to indemnify the JMH against any such matters which arise from the negligent act or default of the JMH, its Director, staff or agents.

48. The Hirer shall comply with all the statutory provisions with regard to Copyright in relation to the performances or use of Copyright works or material in the Theatre and shall indemnify the Director from and against all actions, proceedings, costs, claims and demands whatsoever arising from any failure to do so.

49. The Director has taken out a Licence with the Performing Rights Society to cover the performance of all musical work in the repertoire of that Society. The Hirer shall comply with the Conditions of the Society's License (which may be inspected on application) and in particular shall:-

- a) Permit the Society, by its duly authorised agent, to have the free right of entry in and upon the accommodation during all times of public performance
- b) Within 24 hours of the termination of the hiring or in the case of a hiring extending over a period at such intervals during the period as may be required supply to the Director for transmission to the Society a list signed by the Hirer of all music performed and of all songs sung with the names of the authors, composers, arrangers and publishers of such compositions and the number of times such has been performed, and
- c) If no music is to be performed or songs sung, the aforesaid form shall be endorsed to this effect and similarly returned to the Director

50. If a performance or any of its contents is subject to a copyright that falls outside that covered by the Performing Rights Society, it will be the Hirer's responsibility to see that the copyright holder's permission is obtained for the performance, and that the royalty fee is paid in advance. The licence must be presented to the Director by no later than the day of the first Dress Rehearsal.

51. Any complaints arising out of the hiring of the Theatre, etc. must be made in writing to the Director within 48 hours of the occasion for such complaint.

52. These conditions may be enforced by any duly authorised staff member of the JMH and they shall have the right to remove or have removed or have excluded from the premises any person or persons committing breach of these conditions.



## **ADDITIONAL RULES FOR SCHOOLS**

53. Local schools may use the John Mackintosh Hall theatre on a non-fee paying basis, subject to the following:

- a) A school may secure the use of the John Mackintosh Hall up to eighteen months in advance of their required dates. Bookings must be requested in writing by the pertinent Head Teacher, with a copy of such request also submitted to the Director of Education and Training
- b) Confirmation of bookings will be issued by the Director of the John Mackintosh Hall only after receipt of written confirmation from the Director of Education and Training in respect of the following:
  - (1) Approval by the Director of Education and Training of the subject matter and purpose for which a school has requested the use of the John Mackintosh Hall Theatre and/or its complex.
  - (2) Assumption of full responsibility by the Department of Education and Training to make good any loss and/or damage caused within the John Mackintosh Hall Theatre and/or its complex during the hire period requested by a school.
- c) The Ministry of Culture will endeavour to pay from its own resources any Performing Rights Society's (PRS) fees that may be required by law in respect of a school's production which has been previously approved by the Director of Education and Training. In this respect schools are required to give no less than three month's advanced notice, in writing, to the Director so that the necessary permits/licences may be obtained. The Ministry of Culture reserves the right to cancel, without prior notice, any performance(s) if the required PRS permit/licence has not been obtained
- d) Further to the PRS permit/licence requirements, it will be the School's responsibility to ensure that any necessary "Copyright" Licences, if so required by law, have been obtained prior to any public performances being staged at the JMH Theatre
- e) Although the Ministry of Culture may consider assisting a school towards costs in respect of payment for any required "Copyright" licence fees, it will remain the School's responsibility to ensure that this legal requirement is fully complied with. The Ministry of Culture reserves the right to cancel, without prior notice, any performance(s) if the required "Copyright" permit/licence has not been obtained and presented to the Director at least two weeks before any public performance is scheduled to be staged
- f) All conditions relating to the use of the John Mackintosh Hall, e.g. use of lights and sound equipment, etc, as stipulated in the Hall's Conditions of Use Regulations must be strictly adhered to at all times
- g) The Director of the John Mackintosh Hall will endeavour to assist schools in their productions at the Hall by offering technical advice wherever possible
- h) Other than for official events organised by the Ministry of Culture, e.g. Cultural Festivals, etc, priority bookings will be given to requests for the use of the John Mackintosh Hall by Secondary Schools and/or the Gibraltar College of FE in respect of Public Examination purposes, e.g. GCSE, A/Sand A Level requirements

