



**JOHN MACKINTOSH SQUARE (BACK OF THE PIAZZA)
APPLICATION FOR USE**

NAME OF APPLICANT: _____

ENTITY: (IF APPLICABLE) _____

CHARITY: (IF APPLICABLE) _____

ADDRESS: _____

TELS: _____

DATE(S) REQUIRED: _____

PURPOSE OF EVENT: _____

EVENT TIME START: _____ EVENT TIME END: _____

COLLECTION OF MONEY: YES / NO **(delete as required)**
(If yes, permit will be required)

OTHER REQUIREMENTS: _____

Please note: This application is subject to approval and does not confirm your booking. All documents required must be presented before the licence for the use of the square is issued.

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 Casemates Square OR
If "NO" and you are not a cultural entity or do not *wish to register (see 15) N/A

TERMS & CONDITIONS

All necessary consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature shall be obtained from the relevant competent authorities for the permitted Event

1. In the event that the permitted Event were to interfere with the areas used for the placing of tables and chairs by the various tenants in the square the Licensee shall notify the Town Planning Department responsible for controlling all external Licensed areas within the square.
2. The Licensee is required to notify the following competent authorities detailed below by forwarding them a copy of this Licence together with a copy of their original application to:
 - (a) The Ministry for Transport – Ms C Parody;
 - (b) The Royal Gibraltar Police – Insp. J Field
 - (c) The Town Planning Department (DTIT) – Mr P Origo
 - (d) Building Control (DTIT) – Mr R Santos
 - (e) CFB – Fire Safety Department
3. The Licensee shall take [all] reasonable steps to ensure that:
 - (a) no food or drink will be consumed, sold or offered to be sold during the Event; (Subject to permit)
 - (b) the collection of any monies, donations or other forms of revenue arising from this Event is strictly prohibited; (Subject to permit)
 - (c) proper supervision and control is exercised at all times during the Event;
 - (d) any refuse, litter or accumulation arising from the Event will need to be removed promptly by the Licensee upon termination of the Event.
4. Any obligation in this Licence on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.
5. Not to use any part of the square or its buildings for pyrotechnics, or the placing of any display items requiring any type of temporary fixings without the prior written consent of the Licensor. The Licensee will inform the Licensor of the method of installation and the use and removal of these. Full protective measures must be taken to ensure that waterproof membranes and or furnishings are not damaged in any way. These measures must include the temporary laying of roof walkways and the removal of all structures, refuse and or debris to the complete satisfaction of the Licensor or his agents. The Licensee must make good any damage caused to the square or its buildings arising as a result of the rights hereby granted.
6. The square will be vacated as soon as all the necessary equipment has been removed or upon expiry of the Event period specified above, whichever is the earlier, and will be left in a clean and tidy state.
7. This is not a tenancy and does not confer on the Licensee the right to exclusive possession nor any rights under the Gibraltar Landlord and Tenant Act or subsequent amendments thereto.
8. The Government of Gibraltar shall not be under any obligation nor be under any liability for injury (including injury resulting in death) or loss or damage to property or loss by any person whilst present in the square or any other part of the square, howsoever arising.
9. The square is to be used solely and exclusively in connection with the Event and at all times during the Licence period you are to ensure that all persons using the square comply with any directions and/or use thereof which may be given by Gibraltar Cultural Services / Land Property Services Limited.
10.
 - (a) Walls, fences, gates and all fixtures and furnishings where affected are to be safeguarded. Any damage caused to such or other Government of Gibraltar property will be made good at the Licensee's entire expense to the satisfaction of the Government failing which the Government will have such repair/reinstatement work carried out and the cost will be chargeable to the Licensee.

- (b) The return of all planters, seating and other street furniture must be overseen by the Licensor their Servants, Agents or Assigns. To this end, the Licensee must prearrange a site inspection at the time of return of all items at the existing rate of call out charge.
11. The Licensee shall comply with any instructions or directions issued from time to time by the Government of Gibraltar in connection with the use of the square.
12. The Licensee shall also indemnify the Government of Gibraltar against:-
- (a) all damage or injury to boundary walls, fences, gates and other neighbouring properties.
- (b) all claims and all costs and expenses in connection therein in respect of personal injury (including injury resulting in death) or loss of or damage to property, howsoever arising, and whether or not caused by any negligent act, omission, or default on the part of the Government of Gibraltar, servant or agent of the Crown, including claims which the Crown or the Government of Gibraltar would in the normal course of events meet even though not legally enforceable against the Crown or Government of Gibraltar that any claim is such a claim being conclusive insofar as any such injury loss or damage arises out of or in connection with the use of the square under licence or anything done permitted or omitted in the course of or as a consequence of such use.
13. If music is going to be played / provided at an event, proof of payment of any fees due to the Performing Rights Society, or others, must be produced at the time of the booking and at any other time that this is demanded by Gibraltar Cultural Services.
14. This Licence may be terminated at the Licensor's discretion upon giving the Licensee 24 hours notice of said termination or upon the Licensor giving notice to the Licensee at any time of breach of any of the Licensee's obligations contained in this Licence.
- 15.
- (a) If the applicant is considered to be a Cultural Entity organisation by the Facilities Director, the organisation MUST be registered with Gibraltar Cultural Services Before applying for use of the Square.
- (b) If the applicant is registered as a Sporting organisation with the GSLA, registration number must be submitted.
- (c) Failure to register beforehand will result in application not being approved.
16. This Licence is granted solely to the applicant and cannot be assigned to any other party.
17. Gibraltar Cultural Services may in its absolute discretion, vary, amend or cancel the conditions of hire at any time and the hirer agrees that no liability shall attach to Gibraltar Cultural Services or the Government of Gibraltar as a result of any such, variation, amendment or cancellation.

The Licensee is requested to confirm as soon as possible acceptance of the foregoing conditions by returning the this application to us with the endorsement at the foot hereof duly signed together with any relevant fees.

I have read and understood the 'Terms & Conditions' detailed above and agree to abide by them.

SIGNATURE OF APPLICANT:

DATE: / /

<p>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 SQUARE</p>

OFFICE USE ONLY

Application Approved / Not Approved (delete as required)

Name & Signature of Officer:

Date: / /

(When applicable)

Vehicle Permit:

Charity Authorisation letter:

Collection of money permit:

PRS

Entertainment Licence:

Merchandise sale permit: (Charitable events only)
