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GIBRALTAR CULTURAL SERVICES

BOOKING ID NO: _____

PLEASE NOTE - 2023 IS AN ELECTION YEAR, THE GOVERNMENT OF GIBRALTAR RESERVES THE RIGHT TO CANCEL BOOKINGS AS REQUIRED AT ANY OF OUR FACILITIES AT SHORT NOTICE.

INCES HALL THEATRE APPLICATION FOR HIRE

YOUR DETAILS

NAME OF APPLICANT: _____

ENTITY (IF APPLICABLE): _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

VENUE DETAILS

PURPOSE OF HIRE: _____

LIGHT/SOUND TECHNICIAN REQUIRED: _____

IF OWN LIGHT/SOUND TECHNICIAN: NAME: _____ TEL: _____

REHEARSAL DATES: _____

PERFORMANCE DATES: _____

GALA PERFORMANCE DATE (IF ANY): _____

DETAILS OF VIPs/DATES (IF ANY): _____

PROPOSED TICKET PRICES: _____

SPECIAL REQUIREMENTS: _____

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

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 Inces Hall Theatre OR

If "NO" and you are not a cultural entity or do not *wish to register (see terms and conditions) _____

GIBRALTAR CULTURAL SERVICES LTD

308 Main Street, Gibraltar T: 20075669 F: 20067241 E: bookings@culture.gov.gi

COMPANY REG. NO. 706512

working for H.M. GOVERNMENT OF GIBRALTAR



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FEES

In-house sound & light technicians: £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: _____ Tel: _____

IN-HOUSE SOUND TECHNICIAN REQUIRED: YES/NO _____

If not please specify your approved operator: _____

Name: _____ Tel: _____

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

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 £28.86 per performance applies

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

For details of PRS Conditions see point 16-17 in Terms and Conditions.

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 are **NOT** 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.



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(INCE'S HALL THEATRE & COMPLEX)

BOOKING CONDITIONS

PLEASE ENSURE YOU UNDERSTAND WHAT YOU ARE COMMITTING YOURSELF TO

1. Charges for the use of the theatre are as follows:

- Performances - **£300** each or **£100** (Special Concession for Charities)
- Technical and/or Dress Rehearsals - **£75** each
- Rehearsals - **£50** each

2. All applications for the use of the Theatre and extra facilities must be made in writing via our online Culture.gi booking platform or by emailing bookings@culture.gov.gi. The applicant must precisely state the nature of the purpose for which the Theatre is required. Gibraltar Cultural Services (GCS) will not be held responsible for any mistakes arising through non-compliance with the conditions. GCS reserves the right to call for further particulars respecting any proposed booking. Variety Concerts or other forms of entertainment which seem 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.

3. The person whose name is on the application form must be over 18 years of age and will be deemed to be the Hirer.

4. The fees incurred because of additional costs, either by the technicians' extra hours or for other unforeseen services provided by the Hall, will be payable immediately (see technical conditions).

5. A **£250** deposit is payable at the time a booking is confirmed by GCS. This deposit will be refunded, after the event, only if it is established to the satisfaction of GCS that no damage or loss whatsoever has been caused and that everything has been left in a proper, clean, and tidy condition.

6. Should the hirer cancel or postpone a confirmed booking:

(a) 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 GCS may have against the hirer for any expenditure incurred as a result of the hiring agreement.

(b) 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.

(c) 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 GCS otherwise decides.

(d) 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 agreed.

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7. The Hirer shall not assign the right to use the Theatre or effect any form of sub-letting whatsoever.
8. The maximum capacity provided in the Theatre is limited to 302 people. 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 GCS and any re-arrangements so approved must be carried out by GCS staff.
9. A valid ticket does not automatically permit entry to the Theatre, GCS officers may prevent entry if it is considered to be in the best interests of the facility and of the public.
10. GCS reserves the right, in their absolute discretion, to cancel any hiring should it be considered 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. Where the Hirer, on any one of those occasions, shall entitle GCS to cancel the hiring for any subsequent occasion or occasions. GCS's liability in the event of any such cancellation shall be limited to the return to the Hirer any deposit or hiring fee paid by them.
11. 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 hirer, 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. Noncompliance will result in future bookings not been approved.
12. Under no circumstances will access be given to the Theatre until **ALL** the fees have been paid and these conditions complied with.
13. 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.
14. No alteration(s) to the technical (sound, lighting, and AV) installation will be permitted without the prior consultation and permission from the GCS technical staff or **GCS approved** technician. At least 14 days' notice must be given to the technical staff for any preparatory technical work that may be required (See technical conditions).
15. The hirer will be held responsible for any damage, deficiency or loss caused to any area or part within the Ince's Hall Complex, its fittings, or any equipment therein and will have to meet the costs that may be incurred by GCS in replacing/making good.



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16. If a production (or any part of it) is subject to Copyright and/or Performance Rights, it is the hirer's responsibility to ensure that the relevant author's and/or copyright holders' permission is obtained prior to the staging of the performance and that any royalty or other fee is paid in advance. The relevant permission licences and receipts must be presented to GCS at least two weeks prior to the first performance. Failure to do so will result in the cancellation of all performances.

17. GCS has taken out a License with the Performing Rights Society (PRS) 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 maybe inspected on application) and 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 GCS 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.

(c) If no music (which is not original) is to be performed or songs sung, or, if there is no audience, PRS fees do not apply.

18. The Hirer shall comply with all the statutory provisions regarding Copyright in relation to the performances or use of Copyright works or material in the Theatre and shall indemnify GCS from and against all actions, proceedings, costs, claims and demands whatsoever arising from any failure to do so. GCS shall not be held responsible nor liable should a hirer breach a contract from a third-party act or performer/performance.

19. GCS reserves the right for their officers to access the Theatre at all times.

20. If the applicant is considered to be a Cultural Entity organisation by GCS, the organisation MUST be registered with GCS before applying for use of the Theatre. Failure to register beforehand will result in application not being approved.

21. Gibraltar Cultural Services will not be responsible for any liability, regardless of whether covered by its own insurance policy, for the loss, theft or damage to any scenery, costumes, property, equipment or items belonging to the hirer. The hirer is advised to procure relevant insurance cover.

22. 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.

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

24. No dogs or other animals are allowed into the Theatre at any time, with the exception of Assistance Dogs.

25. The Hirer shall fully indemnify and keep indemnified GCS and its staff and agents against all liabilities, claims, damages, charges or expenses which may be incurred by or made against the JMHS 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.



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26. No dogs or other animals are allowed into the Theatre at any time, with the exception of Assistance Dogs.
27. The Hirer shall fully indemnify and keep indemnified GCS and its 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.
28. The hirer is obligated to inform GCS if their intention is to use naked flames or pyrotechnics, either in the auditorium or on the stage and backstage areas. The Fire Prevention Department will inspect the theatre prior to each performance and if the pertinent Fire Regulations are breached in any way, GCS has the authority to stop a performance.
29. All aisles, gangways and fire exits throughout the whole complex must be kept clear at all times. The hirer will designate responsible persons to be located at all exits to ensure prompt evacuation of the building in case of an emergency. If an orchestra or forestage (stage extension) or catwalk is used in a production, a passageway with a minimum clearance of 1.8 metres between the orchestra and the first row of seats is required.
30. No smoking is permitted in the entire facility at any time. The hirer is required to make a public announcement to the audience to this effect prior to the start of every performance.
31. If it intended to sell food and or drinks elsewhere other than the Hall it may only be done as stipulated by GCS.
32. Eating or drinking is allowed in the auditorium during intervals, however this should not take place during the performances themselves. The hirer is required to make a public announcement to the audience to this effect prior to the start of every performance.
33. The Ince's Hall shall have the exclusive right to supply food or drink (including alcoholic drinks) at any function being held in the Theatre. The Hirer shall therefore notify Bookgem of their requirements.
34. 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.
35. No commercial advertising of any kind will be permitted within Ince's Hall or any areas within its complex without prior approval from GCS. The only exception in respect of advertisements which may be considered by GCS and from whom prior approval must be sought may include forming part of a poster for a specific show or concert.
36. No painting, construction work, etc, except for setting-up and dismantling of sets, will be allowed on the stage, backstage or auditorium. Sets and props must be removed the day immediately following the performance, unless previously arranged with GCS. Failure to do so may result in forfeiture of the deposit as well as a charge for making any damage good. GCS may be able to provide a space for the construction of sets or props. More information available on request.
37. Placards in the Hall's lobby and main staircases are available to the hirer for the sole purpose of setting up photographs and posters. The user must inform GCS of their intention should they wish to place other types of material, decoration, etc, affixed on any walls, ceiling, etc, on the lobby, main staircase, auditorium, or walls of the building pertaining to the Ince's Hall complex.



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38. 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 treated with non-flammable and fire-retardant products and so maintained. Failing which, the use of these items is prohibited.

39. No nails, tacks, drawing pins, hooks or screws shall be driven onto the walls, doors, floor, furniture, curtains, or any of the woodwork without prior consent of a GCS Senior officer. No balloons filled with flammable 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.

40. 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 GCS officers in respect thereof.

41. 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. GCS shall be sole judge of the damage done and the amount thereof. Any articles or items belonging to the Theatre that may be found to be lost or missing during or after any hiring, shall be paid for by the Hirer.

42. The hirer must inform GCS of their intention to use any type of confetti within the Theatre. Depending on volume and type of confetti used, GCS may deem that it is the responsibility of the hirer to sweep it up after each show, failure to do so may result in additional cleaning fees and/or forfeit of deposit.

43. **Strictly no parking** is allowed within the Ince's Hall / Gibraltar International Bank Courtyard. Hire of the Theatre does not include any parking facilities.

44. The Ince's Hall has disabled access toilet and lift facilities to auditorium level and the technical box. The hirer must ensure that they have a designated usher who can escort any disabled audience member to the toilet which is located on ground level adjacent to the lift. The Ince's hall disabled access lift is located within the Ince's Hall Gibraltar International Bank Courtyard.

45. The props lift located behind the stage is only to be used to transport props and equipment from ground to stage level. THIS LIFT IS **NOT** DESIGNED TO CARRY PEOPLE. GCS will not be held responsible should anyone suffer any injury or death for improper use of this facility. The load limit of 500KG must not be exceeded.

46. Under no circumstances should and wipes or sanitary towels or excessive amounts of tissue be disposed of in the toilets. The toilets adjacent to the upstairs changing rooms use a specialised system which, if blocked, will damage the machinery. GCS may hold the hirer liable if a call out fee for the unblocking/repair of the toilets is necessary.

47. The hirer will be responsible for the opening and closing of the Theatre and Ince's Hall Complex, and will ascertain that all lights, etc, are switched off prior to closure.

48. The courtyard gates opening hours are from 0800 hrs to 2000 hrs. Gates can be arranged to be open only on performance nights by informing the GCS at least 3 days in advance of booking.

TECHNICAL CONDITIONS

The in-house technician's fees will be applicable during weekdays Monday to Friday after 16:30hrs (Summer hours after 14:30) and anytime during weekends and/or bank holidays.

If you wish to contract a technician via GCS, they will contact you directly and 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 engage your own sound and/or light technicians; however, they must be considered competent operators and/or must be on the GCS approved list of technicians. Your chosen operator must always consult with the in-house technicians in the lead up and during the event, even if they are not using the Theatre's equipment. Please note there is a **£25 per day** fee should the hirer **not contract** a technician via GCS for hire/use of the control room and technical equipment.

You are welcome to bring your own technical equipment; however, you must consult with the in-house technician 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 the main electrical incomer is not overloaded. For complex and equipment-heavy productions, you will be required to calculate and present GCS with the electrical load proposed prior to the booking get-in.

The Technical control room will be opened and closed by a member of GCS staff or your approved GCS Technician. You must state the days/times you will need this facility open. If you fail to notify us later than 2 weeks before the required date, we cannot guarantee that we will be able to open for you, due to the short notice.

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 premises. I also agree to ensure to have all persons involved with the event abide by them.

GIBRALTAR CULTURAL SERVICES WILL KEEP AND USE INFORMATION SUPPLIED IN THIS APPLICATION FORM IN LINE WITH THE DATA PROTECTION ACT 2018.

GCS MAY RELEASE THIS INFORMATION TO OTHER GOVERNMENT DEPARTMENTS AND/OR AGENCIES.



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FULL NAME (IN BLOCK LETTERS): _____

SIGNATURE OF APPLICANT/HIRER: _____

DATE: _____

GCS Bank details:

Bank Name: Natwest Bank
Account Name: Gibraltar Cultural Services Ltd
Account Number: 48041629
Sort Code: 60-60-60

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BANK DETAILS

(Please fill in highlighted below if outside Gibraltar or UK please)

BANK NAME: _____

ACCOUNT NAME: _____

ACCOUNT NUMBER: _____

SORT CODE: _____

BANK ADDRESS: _____

BENEFICIARY ADDRESS: _____

IBAN NUMBER: _____

BIC/SWIFT CODE: _____



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OFFICE USE ONLY

Proof of copyrights, licences, permission, prs and receipts, as relevant, are to be attached.

Form recieved by: _____

Booking approved by: _____

Cultural Registration number: _____

Further conditions to be met: _____

Dates of bookings approved: _____

Deposit (£250) receipt no: _____ Date: _____

Deposit return bank transfer: _____ Date: _____

COST OF HIRE

Rehearsals (no.): _____ @ £50 Each = £ _____

Dress rehearsals (no.): _____ @ £75 Each = £ _____

Performances (no.): _____ @ £300* Each = £ _____

Sound & light technician (no.): _____ @ £20 Ph (w/day) = £ _____

_____ @ £30 Ph (w/end) = £ _____

Extra fees (details): _____

Tech Control Room: _____ @ £25 p/day =£ _____

PRS: _____ @28.86 p/performance = £ _____

TOTAL TO BE PAID

Total (£): _____

Amount 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.**

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