

JOHN MACKINTOSH 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: _____

OR IF NO

GCS APPROVED LIGHT/SOUND TECHNICIAN: NAME: _____ TEL: _____

REHEARSAL DATES: _____ DATES INCLUSIVE

REHEARSAL TIMES FROM: _____ TO: _____

PERFORMANCE DATES: _____ DATES INCLUSIVE

PERFORMANCE TIMES FROM: _____ TO: _____

GALA PERFORMANCE DATE (IF ANY): _____

DETAILS OF VIPs/DATES (IF ANY): _____

STAGE EXTENSION REQUIRED (£100 Fee): _____

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 John Mackintosh Hall Theatre OR

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



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FEES

In-house Sound & Lighting 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: _____ 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): _____



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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 £37.74 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 see point 50 in Terms and Conditions.

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 affects 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.



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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. A **£250** deposit is payable at the time a booking is confirmed by Gibraltar Cultural Services (GCS). 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.

3. 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 your booking.

4. 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.

5. At least 30 days' notice must be given if there is to be a request for the setting up of the stage extension.

6. **IMPORTANT** If the stage extension is required, the front two rows will be removed. **It is the responsibility of the hirer to account for this and cross it off the standard seating plan prior to any tickets being sold. GCS will not be made responsible for nor be liable for costs incurred should there be an oversight on behalf of the hirer.** The stage extension may not always be available, and it should not be assumed that a request will automatically be approved.

7. If wheelchair space is needed, it is possible to remove front seats to accommodate the wheelchairs, however prior notice must be given.

8. The fee for the setting up of the stage extension is £100 and is payable on the day of approval of the booking.

9. The fees incurred because of additional costs incurred by the technicians or other unforeseen services provided by the Hall, will be payable immediately (see technical conditions).

10. 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 the Management of the John Mackintosh Hall may have against the hirer for any expenditure incurred as a result of the hiring agreement.



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(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 the Board of Management of the John Mackintosh Hall 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.

11. 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.

12. 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 being approved.

13. Under no circumstances will access be given to the Theatre until **ALL** the fees have been paid and these conditions complied with.

14. Sets and props must be removed at the end of your hire period, unless previously arranged with GCS and approval has been obtained in writing. Failure to do so will result in forfeiture of the deposit.

15. 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.

BOOKING FORM

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

17. 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.



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18. 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. 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.

19. GCS shall have absolute discretion to refuse an application to hire the Theatre.

20. The Theatre shall not be used for any purpose other than that stated in the application without the consent in writing of a GCS senior officer first being obtained.

21. The Hirer shall not assign the right to use the Theatre or effect any form of sub-letting whatsoever.

22. Hours of hiring must be as specified on these booking forms and GCS 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 GCS.

23. Should rehearsals or performances take place outside of the opening hours of the Hall (0900-2200hrs), you must advise GCS with ample notice. Any requests for alternative arrangements must be specified during the booking process and in writing to a GCS facilities officer. The opening of the Hall outside of the specified opening hours will incur extra charges, at the hirer's expense.

USE OF THE THEATRE

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

25. 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.

26. 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.

27. **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.



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28. 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.

29. 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.

30. No decorations, flags, emblems, banners, or signs will be permitted to be displayed either inside or outside the JMH without the previous consent of GCS.

31. 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.

32. 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.

33. 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.

34. 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 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.

35. The maximum capacity provided in the Theatre is limited to 408 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 JMH staff.

36. No responsibility will be accepted, or compensation paid by GCS 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.

37. A valid ticket does not automatically permit entry to the JMH, GCS officers may prevent entry if it is considered to be in the best interests of the JMH. Right of admission is reserved.

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



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

40. No commercial advertising of any kind will be permitted within the JMH Theatre 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.

41. 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 GCS of their requirements.

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

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

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

(b) Elsewhere and served at the premises, during the duration of the hire of the premises.

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

LICENCES, PERMITS AND INSURANCES

45. 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.

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

47. 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.

48. The Hirer shall fully indemnify and keep indemnified the JMH and GCS 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.



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49. 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.

50. GCS has taken out a Licence 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 may be 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.

47. 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 GCS by no later than the day of the first Dress Rehearsal.

48. These conditions may be enforced by any duly authorised staff member of GCS 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

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

50. 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



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51. 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:

- (a) 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.
- (b) 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.

52. The Ministry of Culture will endeavour to pay from its own resources any 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 GCS 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.

53. 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.

54. 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 GCS at least two weeks before any public performance is scheduled to be staged.

55. 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.

56. The Director of the John Mackintosh Hall will endeavour to assist schools in their productions at the Hall by offering technical advice wherever possible.

57. 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.



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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 received by: _____ Date: _____
Booking approved by: _____ Date: _____
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 = £ _____
Technical/Dress rehearsals (no.): _____ @ £75 Each = £ _____
Performances (no.): _____ @ £300* Each = £ _____
Technicians (no.): _____ @ £20 Ph (w/day) = £ _____
_____ @ £30 Ph (w/end) = £ _____
Tech Control Room: _____ @ £25 p/day = £ _____
PRS: _____ @ £37.74 p/performance = £ _____
STAGE EXTENSION: _____ @ £100 = £ _____
CARETAKER: _____ @ £22 p/h (w/day & Sat) = £ _____
CLEANERS: _____ @ £14.56 p/h (w/day & Sat) = £ _____

EXTRA FEES (DETAILS):

TOTAL TO BE PAID

Total (£): _____
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.**