



GIBRALTAR CULTURAL SERVICES

BOOKING ID NO: _____

JOHN MACKINTOSH SQUARE (BACK OF THE PIAZZA) BOOKING FORM

YOUR DETAILS

NAME OF APPLICANT: _____

ENTITY (IF APPLICABLE): _____

CHARITY (IF APPLICABLE): _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

EVENT DETAILS

PURPOSE OF EVENT: _____

DATE(S) REQUIRED FROM: _____ TO: _____ DATES INCLUSIVE

EVENT TIME START: _____ EVENT TIME END: _____

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

OTHER REQUIREMENTS: _____

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 Square OR

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

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.



GIBRALTAR CULTURAL SERVICES

BOOKING CONDITIONS

PLEASE ENSURE YOU UNDERSTAND WHAT YOU ARE COMMITTING YOURSELF TO

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 where 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. All applications for the use of the Square 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 square 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.

3. Any major events require an **Entertainment Licence** and a completed **Events Notification Form**. Both these forms can be obtained from the Ministry of Culture (City Hall).

4. 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
- (b) The Royal Gibraltar Police
- (c) The Town Planning Department
- (d) Cleansing Superintendent (Department of Environment)
- (e) GFRS – Fire Safety Department
- (f) Building Control

5. 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.
- (b) The collection of any monies, donations or other forms of revenue arising from this Event is strictly prohibited; (Subject to permits)



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(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.

6. Use of an electrical supply point may be granted, however the Licensee must make the necessary arrangements themselves with the GEA.

7. Do not 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 GCS and the relevant Estate Manager. The Licensee will inform the Estate Manager 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.

8. 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.

9. 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.

10. 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.

11. The square is to be always used solely and exclusively in connection with the event and during the Licence. The Licensee must ensure that all persons using the square comply with any directions and/or use thereof which may be given by GCS / Land Property Services Limited.

12. 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 or the Government failing which the Government will have such repair/reinstatement work carried out and the cost will be chargeable to the Licensee.

13. 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.

14. The Licence shall comply with any instructions or directions issued by the Government of Gibraltar in connection with the use of the square.

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

15. 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 or such use.

16. If music is going to be played / provided at an event, proof of payment of any fees due to the Performing Rights Society (PRS), or others, must be produced at the time of the booking and at any other time that this is demanded by GCS.

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 Square.

18. If the applicant is registered as a Sporting organisation with the GSLA, registration number must be submitted. Failure to register beforehand will result in application not being approved.

19. 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.

20. This Licence is granted solely to the applicant and cannot be assigned to any other party.

21. GCS will not allow events to take place which fall below certain cultural or other standards determined by GCS, or which might be considered obscene, seditious, libellous or likely to incite hatred or a breach of the peace. GCS reserves the right to refuse and/or to cancel any function or event.

22. GCS 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 GCS 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 application to us with the endorsement at the foot hereof duly signed together with any relevant fees.



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I have read and understood the 'Conditions of Hire' of the John Mackintosh Square 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.

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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GIBRALTAR CULTURAL SERVICES

OFFICE USE ONLY

Application Approved / Not Approved (delete as required) _____

Date: _____

Name & Signature of Officer: _____

(When applicable)

Cultural Registration Number: _____

Vehicle Permit: _____

Charity Authorisation letter: _____

Collection of money permit: _____

PRS _____

Entertainment Licence: _____

Events notification form: _____

Merchandise sale permit: (Charitable events only) _____

Any other permits: _____