

Application for Commercial filming and photography in Parliament Square Gardens

This document does not grant permission to use Parliament Square Gardens. Advertising or promotion of activity in any form is not permissible until written approval has been given. Permission is granted at the discretion of the Greater London Authority.

Rates vary depending on the type of activity, please see our website for more information.

Applications cannot be made more than 6 months in advance; organisers may not have any more than one application pending in the same period.

Applications operate on a first come, first served basis and should be submitted at 15 days before the activity but please note that the GLA may take up to 21 days from receipt to determine an application. Final approval will only be granted once full details requested by the GLA are provided.

Before completing the application please read the [Parliament Square Gardens Byelaws](#) and [Police Reform and Social Responsibility Act 2011](#)

Please note that only filming can take place on Parliament Square Gardens and no infrastructure can be built there. Trafalgar Square and Parliament Square Gardens cannot be booked on the same day for the same event.

Ceremonial flagpoles are in occasional use around the exterior of the grassed area. The Greater London Authority does not manage these. By applying to film or photograph on Parliament Square Gardens you are acknowledging that the flags may be in position for your activity.

If we can make any adjustments or changes to improve the accessibility of the application process, please get in contact.

When exercising its discretion in considering applications, the Greater London Authority will give careful consideration to the nature of the event in the context of its statutory obligation to comply with the Public Sector Equality Duty set out in section 149 Equality Act 2010. Such consideration will, where applicable, include specific consideration of the nature of any previous events held by the event organiser.

The Greater London Authority will also give specific consideration to any breaches of terms of conditions by an organiser in relation to previously authorised events, and any complaints or other issues arising from events previously held by the organiser. The Greater London Authority retains the right to withdraw authorisation for a proposed activity.

| | |
|--|-------------------------|
| Date of Event : Please note at weekends and Bank Holidays bookings for rallies and demonstrations may take precedence over those for other activities. | Title of Event : |
| Name of organiser/applicant : | Phone number : |
| Email address : | Mobile number : |

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| | | |
|--|--|--|
| Name of organisation : | | Registered Address : |
| Company registration number | | |
| Registered charity number | | |
| PO Number (required for invoice purposes) Payment must be received before filming can commence. | | Invoice address (if different) Please note a P.O. Box address is not valid for invoice purposes. |
| On-site lead contact: Name Mobile number | | Health & Safety Officer (on site) : Name Mobile number |

| | |
|--|--|
| Timings including set-up and De-rig. Fees apply for full duration on site including any set up or derig. | Arrival: Activity: Departure: |
|--|--|

| | |
|--|--|
| Type of Activity (Please tick as appropriate) A promotional based activity is classed as anything that involves significant activity in promoting a product, campaign, etc to the public. A photo-call is classed as anything that involves significant activity in promoting a product, campaign, etc to the media and press. | |
|--|--|

| | |
|--|---|
| <input type="checkbox"/> Photo-call | <input type="checkbox"/> Photo shoot |
| <input type="checkbox"/> TV filming | <input type="checkbox"/> Music promo |
| <input type="checkbox"/> Feature film | <input type="checkbox"/> Promotional/Launch activity |
| <input type="checkbox"/> Commercial filming | Other (please specify): |
| Does the activity include any sponsorship or branding? Please note that the GLA reserves the right to refuse any branding or images. | No Yes If YES please provide details (E.g. artwork/designs, sponsorship names, logos, sizes, where they will be placed etc) |

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| | |
|--|--|
| Number of crew on site | |
| Number of people/audiences expected to attend | |

| | |
|---|--|
| <p>Detailed description of activity</p> <p>Please give a full description, with as much detail as you have. If not currently available, list the reason as to why they are not available and date they will be submitted. Incomplete applications will be returned. Activities requiring a licence under the Licensing Act 2003 will not be permitted on Parliament Square Gardens. The GLA reserves the right to amend or refuse certain activities within your filming/photoshoot. Activities that could impact on the general maintenance will require a specific assessment prior to approval.</p> | |
| Purpose and description of the proposed activity | |
| Content of activity/event and locations on the square. | |
| Details of any potential celebrity/ VIP attendance | |
| Description of any activities where children may be performing/being filmed A child performance licence or BOPA licence maybe required | |
| Stewarding plan Attach as separate document where necessary | |
| Event management plan Attach as separate document where necessary | |

Please indicate below the equipment or infrastructure you will be bringing on to Parliament Square Gardens: Due to roads around Parliament Square Garden all light sources must not be directed into traffic. Any lighting source must be approved by GLA.

Barriers

Dolly Track

Hand held camera

Audio Playback

Lights on stands

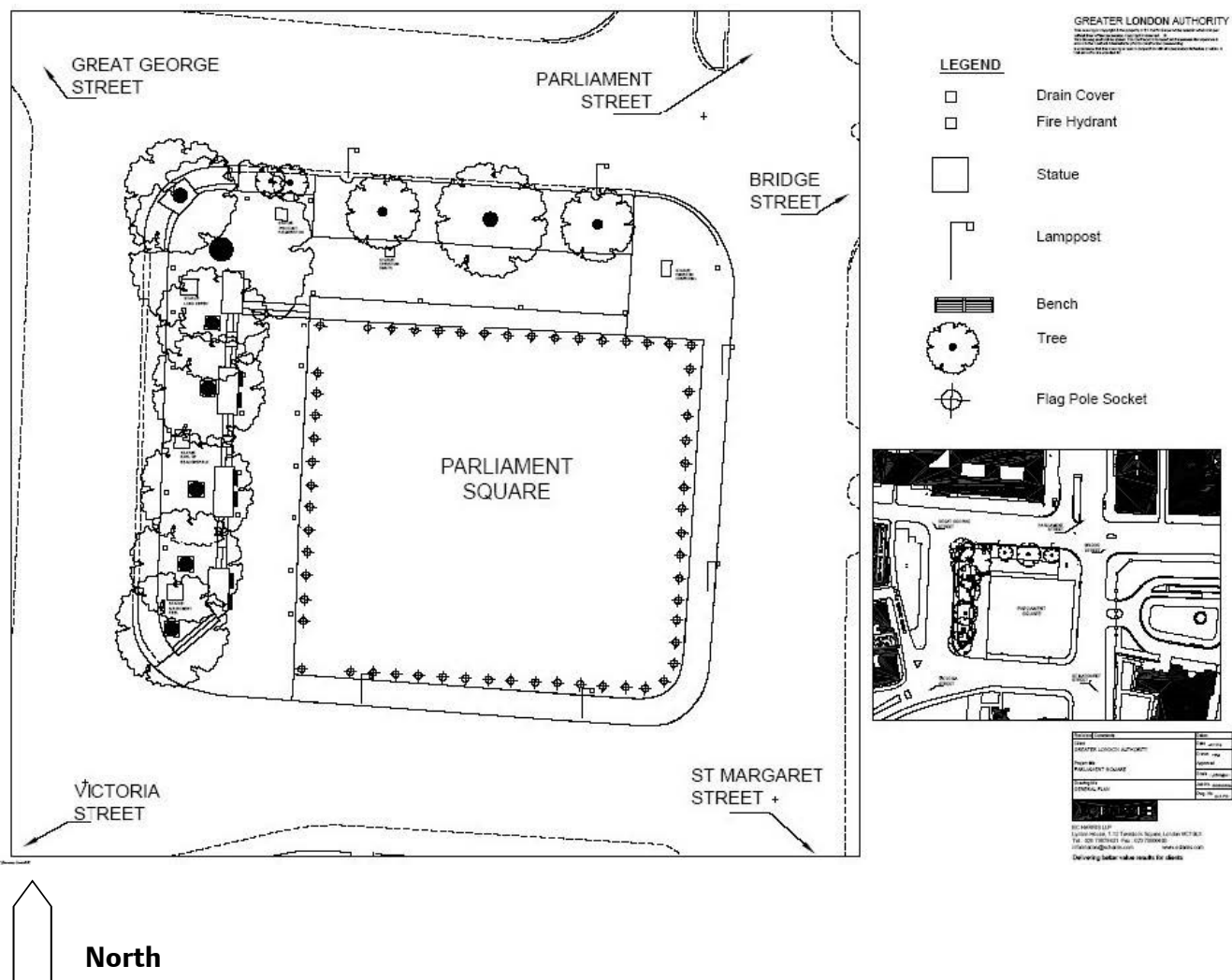
PA system

Tripod

Hand held lights

Additional equipment/
further information

Please mark on the plan below the area(s) of Parliament Square Gardens you wish to use please note that it is the organisers responsibility to arrange safe access to Parliament Square Gardens for Participants:



Ceremonial flagpoles are in occasional use on Parliament Square Gardens. Please note the location, the Greater London Authority does not manage the calendar for their use.

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Required information for the GLA

Before sending the application form please complete the following checklist and provide the information requested in order for your application to be considered:

| | |
|---|--------------------------|
| Public Liability Insurance, minimum £5million cover (dependant on scale of activity this may need to be increased). Please attach a copy, valid for the date(s) of your activity. | <input type="checkbox"/> |
| All sections of the form completed with full details of event and organisation. | <input type="checkbox"/> |
| Application signed (unsigned applications will be returned). | <input type="checkbox"/> |
| Risk Assessments and Method Statements for your activity | <input type="checkbox"/> |
| I have read and understand the Parliament Square Byelaws and Police Reform and Social Responsibility Act 2011 | <input type="checkbox"/> |

Please note if any of the above requirements are not fulfilled and your application is incomplete then it cannot be fully processed by the GLA until all information has been provided.

I have completed this application form correctly and to the best of my knowledge and I have understood the byelaws and all terms and conditions (set out below) and agree to abide by them. Failure to abide with the byelaws and terms and conditions may mean that the event is not permitted to proceed:

Signed: _____ Date: _____

Name (Print): _____ Organisation: _____

ALL APPLICATIONS WILL BE CONSIDERED IN LINE WITH THE GLA'S RESPONSIBILITY OF PROTECTING THE SQUARE'S FABRIC AND ASSETS AS WELL AS ITS HERITAGE VALUE.

WE ENDEAVOUR TO CONFIRM RECEIPT OF APPLICATIONS WITHIN 5 DAYS. ONCE ALL REQUESTED INFORMATION ON THE ACTIVITY HAS BEEN RECEIVED. WE WILL CONFIRM DECISIONS WITHIN 21 DAYS.

*****Please do not return this section. Keep a copy for your records *****

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TERMS AND CONDITIONS FOR ACTIVITIES ON PARLIAMENT SQUARE GARDENS

Use of Parliament Square Gardens ("PSG") is subject to the following terms and conditions:

Authorisation to use PSG shall only be granted by way of an Authorisation Notice granted by the Greater London Authority ("GLA").

1. YOUR RESPONSIBILITIES AND OBLIGATIONS

- 1.1. Use of PSG shall be for the activity defined in the Authorisation Notice ("Activity"), during the Agreed Period (as set out in the Authorisation Notice) and within the Permitted Area (as set out in the authorisation notice) entirely at your own risk and expense. The GLA shall accept no responsibility for personal injury or death, or loss or damage to any property incurred by any person in relation to the Activity or the Authorisation Notice or the use of PSG however caused except to the extent that it arises as a result of the negligence of the GLA.
- 1.2. Any Authorisation Notice for the use of PSG will be subject to any special terms and conditions of use outlined within the Authorisation Notice.
- 1.3. You shall nominate a person or persons to be your on site contact for all dealings with the GLA in relation to the Activity and will provide details of your on site contact to the GLA at least 7 days prior to the event. Your contact must be available on PSG at all times during the Activity.
- 1.4. The Activity shall be carried out in accordance with the agreed activity plan, as set out in the application form and in any additional documentation regarding the Activity. You shall provide the GLA with the final version of the activity plan at least 5 days prior to the Activity. All changes to the activity plan following the date of the Authorisation Notice shall be subject to approval by the GLA. This Authorisation Notice relates solely to the Activity, at the Agreed Period, in the Permitted Area and for the Maximum Audience (as set out in the Authorisation Notice). You shall provide the GLA with a risk assessment, method statement and a programme of works at least 7 days prior to the Activity.
- 1.5. At all times you shall comply with the byelaws, as set out in Schedule 2. Please note that written permission from the GLA is required for activities listed under byelaw 5 and if you propose to carry out any of the listed activities and such activities are not included within the description of the Activity or the activity plan as at the date of the Authorisation Notice then further written approval from the GLA will be required.
- 1.6. Breach of byelaw 3, 5 or 6 may result in prosecution.
- 1.7. At all times you shall comply with sections 142-148 of the Police Reform and Social Responsibility Act 2011 (the "2011 Act"), as set out in Schedule 3. If you engage in any activities prohibited by the 2011 Act, you may be prosecuted.
- 1.8. You, your employees, agents and sub-contractors shall not obstruct any free passage before, during and after the Activity other than as identified in the site plan and application form provided to maintain safe working conditions.

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- 1.9. You, your employees, agents and sub-contractors shall not damage, deface, interfere with or climb on any built structure forming the fabric of the Square and shall not, without the express permission of the GLA, attach any article on any built structure forming the fabric of PSG and you shall ensure that the fabric is protected with regards to all vehicles, infrastructure and barriers put in place for the Activity. You shall ensure that all sub-contractors are aware of these obligations as set out in these terms and conditions.
- 1.10. No vehicles, staging or infrastructure of any kind are permitted on PSG.
- 1.11. The Activity must not contain anything, which might reasonably cause offence or which might place any person or property at risk of harm or damage.
- 1.12. The following can only be used in exceptional circumstances and with the prior written consent of the GLA, such consent must be sought in writing 21 days prior to the Activity:
- Demountable structures over 1 metre in height
 - Dry ice and cryogenic fog
 - Smoke Machines and fog generators
 - Pyrotechnics including fireworks
 - Firearms
 - Lasers
 - Explosives and highly flammable substances
 - Real flame
 - Strobe Lighting
- 1.13. You shall ensure that the Activity is accessible to people with disabilities as required by the Equality Act 2010.
- 1.14. You are responsible, unless otherwise agreed with the GLA in writing, for removing all litter or waste resulting from the Activity and the Authorisation Notice. If you do not comply with this obligation to the GLA's satisfaction, the GLA may remove the litter or waste and charge you for any costs and expenses it incurs in so doing. You are responsible for costs incurred if you utilise GLA cleaning contractors on the day of the Activity to collect or remove litter or waste from PSG related to the Activity.
- 1.15. In addition to the Authorisation Notice, you shall obtain all licences, permits or consents necessary for the Activity to lawfully take place and you must comply with any conditions imposed by such licences, permits or consents. If requested by the GLA you shall provide the GLA with a copy of any such licences, permits or consents. All advertising consents must be sought from the Westminster City Council. You will be liable for any Performing Rights Society ("PRS") or Phonographic Performance Limited ("PPL") fees in connection with the use of any live or recorded music (by record, radio broadcast, CD, tape, mini disc, MP3 player, hard drive or any other form of electronic media storage).
- 1.16. You shall meet with third parties as necessary for any operations group meetings, including but not limited to, the local police, fire and emergency services. During the Activity, you shall give any authorised officer of the GLA, GLA contractor, the police, fire and emergency services free and uninterrupted access to all parts the Permitted Area and shall immediately comply with any request by such officer.

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2. PAYMENT

- 2.1. You agree to pay the Fee (as set out in the Authorisation Notice) no later than 30 days following receipt of an invoice from the GLA.
- 2.2. You will fully compensate the GLA for any costs incurred by the GLA, which are a result of your non-compliance with any of the terms and conditions of the Authorisation Notice.

3. DAMAGE

- 3.1. At the commencement of the Agreed Period you will carry out a condition survey of the Permitted Area in conjunction with the GLA's agent on PSG and immediately following the end of the Agreed Period you agree to carry out a further condition survey of the Permitted Area in order to ascertain whether any damage has been done to the Permitted Area. Each condition survey shall be a walk-through the Permitted Area, taking note of any damage.
- 3.2. If any loss or damage to PSG occurs as a result of or in connection with the Activity (including but not limited to graffiti), as identified as a result of the condition survey required to be carried out under clause 3.1 or otherwise, you must immediately report this to the GLA and you will be liable to fully compensate the GLA to make good any damage.

4. INDEMNITIES AND INSURANCE

- 4.1. You shall be liable for and shall indemnify and keep indemnified the GLA from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever arising in connection with the Activity and the Authorisation Notice to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to your acts or omissions or the default of you in carrying out your obligations as set out in the Authorisation Notice to which these terms and conditions are attached.
- 4.2. You shall ensure that during the Agreed Period you maintain in force policies of insurance with an insurance company of long-standing and good repute as may be required in order to comply with your obligations in relation to the Authorisation Notice and the Activity. You are required to have public liability insurance for the Insured Amount as set out in the Authorisation Notice for each and every claim. You shall provide evidence to the GLA that you have the appropriate insurances in place.

5. SECURITY AND STEWARDING

- 5.1. You must provide and adopt at your own cost such security and stewarding measures as may be necessary or advisable for the protection and security of the event infrastructure, Permitted Area and attendees at the Activity. You must seek, if appropriate, the prior approval of the GLA and Police for the security and stewarding measures, including any overnight security, you plan to adopt and you must make such changes to your proposed security and stewarding plans, as the GLA or police may reasonably require. You must provide twenty-four hour Security

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Industry Authority (SIA) approved security, where applicable, on site from the time when equipment is delivered to the square and until it is removed.

- 5.2. You shall ensure, where applicable, that all security and stewarding staff are Security Industry Authority (SIA) licensed and will at all times wear visible identifying badges.

6. HEALTH AND SAFETY

- 6.1. You shall ensure that you, and anyone acting on your behalf, comply with all laws for the time being in force in England and Wales, and in particular you shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Activity and you shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.
- 6.2. You shall provide the GLA with a risk assessment, if requested, at least 5 days prior to the Activity.
- 6.3. You shall be responsible for all Health and Safety issues in regard to the Activity and you must appoint a suitable person or persons to be your Activity health and safety officer(s). You agree that your Activity health and safety officer(s) shall be available on PSG at all times during the Activity.
- 6.4. You shall comply with all food hygiene requirements for the distribution of food under the Food Safety Act 1990 and other relevant statutory provisions. You shall comply with all requirements from Westminster Environmental Health Consultation Team. Sale of food will not be allowed on PSG.
- 6.5. You must ensure that all electrical installations are certified by an electrician as approved to BS7909 as detailed in Chapter 10 of the HSE Event Safety Guide. All electrical installations and equipment must comply with general requirements of the Electricity at Work regulations, 1989. A copy of the certificate must be submitted to the GLA in the prescribed form prior to the commencement of the Activity.
- 6.6. You must ensure that all cable runs that traverse the public areas of the square are protected by cable ramping to prevent accidental damage of the cable.
- 6.7. All means of access, egress, sanitary accommodation and first aid facilities will be adequately and conspicuously sign posted at all times. All safety signs, notices and graphic symbols should conform to the Health and Safety (safety signs and signals) regulations 1996.
- 6.8. Only hangings, curtains, upholstery and temporary decorations complying with the relevant British (or where appropriate European) Standard shall be used. Where necessary these must be periodically tested for flame resistance and re-treated as necessary.
- 6.9. You must provide all necessary fire fighting equipment and be readily available. You must seek the London Fire and Emergency Planning Authority's, prior approval of the fire and emergency measures you plan to adopt and you must make such changes to your proposed plans, as required.
- 6.10. You are responsible for providing proper first aid facilities and persons trained in first aid at all times during the Activity.

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7. NOISE

The use of public address systems or similar devices producing amplified sound are not permitted on PSG without authorisation from the GLA. You must adhere to all instructions relating to volume of noise or any other matter relating to the Activity.

8. CANCELLATION

- 8.1 If you cancel the Activity with less than 48 hours notice, the GLA shall charge you the Fee for the Agreed Period set out in the Authorisation Notice.
- 8.2 If you cancel the Activity within 7 days of the proposed Activity the GLA shall charge you a cancellation fee of £50 (+VAT) and for any costs the GLA may have incurred in preparation of you using PSG. If you cancel the Activity with less than 48 hours notice condition 8.1 applies.
- 8.3 If you re-schedule the Activity you must give 48 hours notice to the GLA to confirm and find a new available date. If the Activity does not occur on the re-scheduled date the GLA will charge you the Fee for the Agreed Period set out in the Authorisation Notice.
- 8.4 The GLA reserves the right to charge for large or complex events that cancel within 14 days of the Activity and will liaise with applicants to confirm what fee or charge applies on a case-by-case basis.

9. GENERAL

- 9.1. You may be required to curtail or cancel the Activity on the day, in the circumstances of an emergency or other authorised legitimate access requirement for which no satisfactory alternative arrangements can be made.
- 9.2. The GLA reserves the right to cancel or withdraw the Authorisation Notice at any time by giving notice to you provided that the GLA acts reasonably in exercising this right.
- 9.3. At any time prior to or during the Agreed Period the GLA may impose further terms and conditions in relation to the Authorisation Notice, with any such terms and conditions notified to you in writing by the GLA.
- 9.4. The Authorisation Notice applies to the Authorised Person(s) (as defined in the Authorisation Notice) only and is not transferable. Any activities in the absence of a valid Authorisation Notice are not permitted.
- 9.5. You are responsible for ensuring that your employees, agents and subcontractors are aware of the Terms and Conditions of the Authorisation Notice including the Byelaws.
- 9.6. These terms and conditions shall be subject to English law and the GLA and you agree to submit to the exclusive jurisdiction of the English Courts.

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Schedule 2 - Byelaws

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PARLIAMENT SQUARE GARDENS BYELAWS

MADE UNDER SECTION 385(1), (2) AND (4) OF THE GREATER LONDON AUTHORITY ACT 1999 AND SECTION 236B OF THE LOCAL GOVERNMENT ACT 1972

The Mayor of London, acting on behalf of the Greater London Authority, hereby makes the following byelaws, which he considers are necessary for securing the proper management of Parliament Square Garden, and the preservation of order and the prevention of abuses there.

1. Citation

These byelaws may be cited as the Parliament Square Garden Byelaws 2012 ("the Byelaws").

2. Interpretation

In the Byelaws-

"the Act" means the Greater London Authority Act 1999¹;

"the Authority" means the Greater London Authority;

"the Mayor" means the Mayor of London;

"the Square" means the central garden of Parliament Square within the meaning of section 384 of the Act;

"animal" means any animal or bird;

"authorised person" means a constable, or any person acting to enforce the Byelaws in accordance with an authorisation given by the Mayor under section 380 of the Act;

"the retention period" means the period of 28 days referred to in byelaw 7(2).

3. Acts prohibited within the Square²

(1) No person shall within the Square-

- (a) fail to keep any animal of which he is in charge under control or on a lead;
- (b) use any kite or model aircraft or any mechanically propelled or operated model;
- (c) wash or dry any piece of clothing or fabric;
- (d) fail to comply with a reasonable direction given by an authorised person to leave the Square;
- (e) fail to remove any animal of which he is in charge from the Square after being required to do so by an authorised person;
- (f) light a fire or barbeque, or place, throw or drop a lighted match or any other thing likely to cause a fire;
- (g) obstruct an authorised officer in performance of his duties.

(2) An authorised person, a member of the armed forces or of any fire brigade or ambulance service acting in the performance of his duty does not contravene Byelaw 3(1) by doing anything reasonably necessary for the performance of that duty.

¹ 1999 c. 29.

² These byelaws do not seek to prohibit anything which is a prohibited activity for the purposes of Part 3 of the Police Reform and Social Responsibility Act 2011(c.13) (see section 143(2) of that Act).

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4. Feeding of birds

- (1) No person other than a person acting at the direction of the Mayor shall within the Square—
- (a) feed any bird (which shall include dropping or casting feeding stuff for birds); or
 - (b) distribute any feeding stuff for birds.
- (2) An authorised person, a member of the armed forces or of any fire brigade or ambulance service acting in the performance of his duty does not contravene Byelaw 4(1) by doing anything reasonably necessary for the performance of that duty.

5. Acts within the Square for which written permission is required³

- (1) Unless acting in accordance with permission given in writing by the Mayor, or any person authorised by the Mayor under section 380 of the Act to give such permission, no person shall within the Square—
- (a) attach any banner or article to, climb or interfere with any tree, plinth, plant box, seat, railing, fence, statue or other structure whether permanent or temporary;
 - (b) interfere with any notice or sign;
 - (c) exhibit any notice, advertisement or any other written or pictorial matter;
 - (d) play or cause to be played a musical instrument;
 - (e) use any apparatus for the transmission, reception or reproduction of sound or speech, except apparatus designed and used as an aid to defective hearing, or apparatus used in a vehicle so as not to produce sound audible to a person outside that vehicle, or apparatus where the sound is received through headphones;
 - (f) project any missile manually or by artificial means;
 - (g) erect or cause to be erected any structure or means of enclosure on any part of the Square;
 - (h) collect or solicit money or any other gift;
 - (i) make or give a public speech or address;
 - (j) organise or take part in any assembly, display, performance, representation, parade, procession, review or theatrical event;
 - (k) take photographs or film or make any other recordings of visual images for the purpose of or in connection with a business, trade, profession or employment or any activity carried on by a person or body of persons, whether corporate or unincorporate;
 - (l) ride any animal on the Square;
 - (m) go on any shrubbery or flower bed;
 - (n) interfere with, remove or displace any stone, paving slab, soil, turf or any part of any plant, shrub or tree;
 - (o) plant any shrub, plant or tree;
 - (p) cause or permit any animal or bird of which he is in charge to chase, worry or injure any animal or bird;
 - (q) engage in any organised form of sport or physical exercise which causes a disturbance to any other person using the Square;
 - (r) unless in an emergency, cause any vehicle to wait, or leave any vehicle unattended;
 - (s) use any pedal cycle, roller skate, ice skate, scooter, roller blade, skate board or other foot-propelled device;

³ Permission will not be given in respect of any matter defined as a ‘prohibited activity’ under s143 of Part 3 of the Police Reform and Social Responsibility Act 2011 (c.13)

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- (t) tow or leave any caravan or trailer.

6. Trading

- (1) Unless acting in accordance with the terms of a written licence issued by the Mayor, or any person authorised by the Mayor under section 380 of the Act to issue such a licence, no person shall within the Square-
- (a) carry on any trade or business;
 - (b) sell or hire anything, or offer anything for sale or hire;
 - (c) expose or have in his possession anything for the purpose of sale or hire within the Square;
 - (d) use language which publicly intimates that any article, commodity, facility or service can be obtained within the Square or elsewhere.
- (2) Byelaw 6(1) is a trading byelaw for the purposes of section 385 of the Act.

7. Seizure

- (1) An authorised person may seize and retain anything of a non-perishable nature that is on the Square if it appears to that authorised person that an item is being, or has been, used in connection with the breach of Byelaw 6(1).
- (2) An item seized under Byelaw 7(1) must be returned to the person from whom it was seized-
- (a) no later than the end of the period of 28 days beginning with the day on which the item was seized, or
 - (b) if proceedings are commenced against the person for an offence under section 385 of the Act for breach of Byelaw 6(1) before the return of the item under Byelaw 7(2)(a), at the conclusion of those proceedings.
- (3) If it is not possible to return an item under Byelaw 7(2) because the name or address of the person from whom it was seized is not known-
- (a) the item may be returned to any person appearing to have rights in the property who has come forward to claim it, or
 - (b) if there is no such person, the item may be disposed of or destroyed at any time after the end of the period of 90 days beginning with the day on which the item was seized.
- (4) Byelaws 7(2)(b) and 7(3) do not apply if a court makes an order under Byelaw 8(1) for the forfeiture of the item.
- (5) The references in Byelaw 7(1) to an item that is "on" the Square include references to an item that is in the possession of a person who is on the Square.

8. Court power of forfeiture

- (1) A court which convicts a person of an offence under section 385 of the Act for breach of Byelaw 6(1) may make an order providing for the forfeiture of any item seized under Byelaw 7(1) that was used in the commission of the offence.
- (2) The power of the court to make an order under Byelaw 8(1) is in addition to the court's power to impose a fine under section 385(3) of the Act.

9. Name and address

Where an authorised person has reasonable ground for belief that a person has contravened any one or more of the Byelaws, that person shall give on demand his name and address to that authorised person.

10. Coming into operation of the Byelaws and revocation of previous byelaws

- (1) The Byelaws will come into operation on the date fixed by the confirming authority in accordance with the provisions of section 236(7) of the Local Government Act 1972.
- (2) When the Byelaws come into operation, the Trafalgar Square and Parliament Square Byelaws 2000 (as amended by the Trafalgar Square and Parliament Square Garden (Amendment No.1) Byelaws 2002) made by Mayor of London and confirmed

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by Secretary of State on 12 September 2000, shall be revoked in so far as any of their provisions relate to the Square. This revocation is without prejudice to the validity of anything done under previous Byelaws or to any liability incurred in respect of any act or omission before the date of the coming into operation of the Byelaws.

The Common Seal of the Greater London Authority was affixed to the Byelaws this 25th day of January 2012.

The Common Seal of the }
Greater London Authority was }
hereunto affixed in the presence of:- }

Mayor of London **Boris Johnson**

The foregoing Byelaws are hereby confirmed by the Secretary of State and shall come into operation on 30th March 2012

(c) Signed by authority of the

(6) Secretary of State

Name: **John Penrose MP**
Title: **Minister for Tourism and Heritage**
Date: **27th March 2012**
Addem:

EXPLANATORY NOTE

Section 385 of the Greater London Authority Act 1999 provides that:

“A person who contravenes or fails to comply with any byelaw under this section shall be guilty of an offence and liable on summary conviction-

- (a) If the byelaw is a trading byelaw, to a fine not exceeding level 3 on the standard scale, or
- (b) In any other case, to a fine not exceeding level 1 on the standard scale.”

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Schedule 3

Sections 142-148 Police Reform and Social Responsibility Act 2011

142 Controlled area of Parliament Square

(1)For the purposes of this Part, the “controlled area of Parliament Square” means the area of land that is comprised in —

- (a)the central garden of Parliament Square, and
- (b)the footways that immediately adjoin the central garden of Parliament Square.

(2)In subsection (1) —

“the central garden of Parliament Square” means the site in Parliament Square on which the Minister of Works was authorised by the Parliament Square (Improvements) Act 1949 to lay out the garden referred to in that Act as “the new central garden”;

“footway” has the same meaning as in the Highways Act 1980 (see section 329(1) of that Act).

143 Prohibited activities in controlled area of Parliament Square

(1)A constable or authorised officer who has reasonable grounds for believing that a person is doing, or is about to do, a prohibited activity may direct the person —

- (a)to cease doing that activity, or
- (b)(as the case may be) not to start doing that activity.

(2)For the purposes of this Part, a “prohibited activity” is any of the following —

- (a)operating any amplified noise equipment in the controlled area of Parliament Square;
 - (b)erecting or keeping erected in the controlled area of Parliament Square —
 - (i)any tent, or
 - (ii)any other structure that is designed, or adapted, (solely or mainly) for the purpose of facilitating sleeping or staying in a place for any period;
 - (c)using any tent or other such structure in the controlled area of Parliament Square for the purpose of sleeping or staying in that area;
 - (d)placing or keeping in place in the controlled area of Parliament Square any sleeping equipment with a view to its use (whether or not by the person placing it or keeping it in place) for the purpose of sleeping overnight in that area;
 - (e)using any sleeping equipment in the controlled area of Parliament Square for the purpose of sleeping overnight in that area.
- (3)But an activity is not to be treated as a “prohibited activity” within subsection (2) if it is done —
- (a)for police, fire and rescue authority or ambulance purposes,
 - (b)by or on behalf of a relevant authority, or
 - (c)by a person so far as authorised under section 147 to do it (authorisation for operation of amplified noise equipment).

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(4) In subsection (2)(a) “amplified noise equipment” means any device that is designed or adapted for amplifying sound, including (but not limited to) —

(a) loudspeakers, and

(b) loudhailers.

(5) In subsection (3)(b) “relevant authority” means any of the following —

(a) a Minister of the Crown or a government department,

(b) the Greater London Authority, or

(c) Westminster City Council.

(6) It is immaterial for the purposes of a prohibited activity —

(a) in the case of an activity within subsection (2)(b) or (c) of keeping a tent or similar structure erected or using a tent or similar structure, whether the tent or structure was first erected before or after the coming into force of this section;

(b) in the case of an activity within subsection (2)(d) or (e) of keeping in place any sleeping equipment or using any such equipment, whether the sleeping equipment was first placed before or after the coming into force of this section.

(7) In this section “sleeping equipment” means any sleeping bag, mattress or other similar item designed, or adapted, (solely or mainly) for the purpose of facilitating sleeping in a place.

(8) A person who fails without reasonable excuse to comply with a direction under subsection (1) commits an offence and is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

144 Directions under section 143: further provision

(1) A direction requiring a person to cease doing a prohibited activity may include a direction that the person does not start doing that activity again after having ceased it.

(2) A direction requiring a person not to start doing a prohibited activity continues in force until —

(a) the end of such period beginning with the day on which the direction is given as may be specified by the constable or authorised officer giving the direction, or

(b) if no such period is specified, the end of the period of 90 days beginning with the day on which the direction is given.

(3) A period specified under subsection (2)(a) may not be longer than 90 days.

(4) A direction may be given to a person to cease operating, or not to start operating, any amplified noise equipment only if it appears to the constable or authorised officer giving the direction that the following condition is met.

(5) The condition is that the person is operating, or is about to operate, the equipment in such a manner as to produce sound that other persons in or in the vicinity of the controlled area of Parliament Square can hear or are likely to be able to hear.

(6) A direction —

(a) may be given orally,

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(b) may be given to any person individually or to two or more persons together, and

(c) may be withdrawn or varied by the person who gave it.

(7) In this section—

“amplified noise equipment” has the meaning given by section 143(4);

“direction” means a direction given under section 143(1).

145 Power to seize property

(1) A constable or authorised officer may seize and retain a prohibited item that is on any land in the controlled area of Parliament Square if it appears to that constable or officer that the item is being, or has been, used in connection with the commission of an offence under section 143.

(2) A constable may seize and retain a prohibited item that is on any land outside of the controlled area of Parliament Square if it appears to the constable that the item has been used in connection with the commission of an offence under section 143.

(3) A “prohibited item” is any item of a kind mentioned in section 143(2).

(4) A constable may use reasonable force, if necessary, in exercising a power of seizure under this section.

(5) An item seized under this section must be returned to the person from whom it was seized—

(a) no later than the end of the period of 28 days beginning with the day on which the item was seized, or

(b) if proceedings are commenced against the person for an offence under section 143 before the return of the item under paragraph (a), at the conclusion of those proceedings.

(6) If it is not possible to return an item under subsection (5) because the name or address of the person from whom it was seized is not known—

(a) the item may be returned to any other person appearing to have rights in the property who has come forward to claim it, or

(b) if there is no such person, the item may be disposed of or destroyed at any time after the end of the period of 90 days beginning with the day on which the item was seized.

(7) Subsections (5)(b) and (6) do not apply if a court makes an order under section 146(1)(a) for the forfeiture of the item.

(8) The references in subsections (1) and (2) to an item that is “on” any land include references to an item that is in the possession of a person who is on any such land.

146 Power of court on conviction

(1) The court may do either or both of the following on the conviction of a person (“P”) of an offence under section 143—

(a) make an order providing for the forfeiture of any item of a kind mentioned in subsection (2) of that section that was used in the commission of the offence;

(b) make such other order as the court considers appropriate for the purpose of preventing P from engaging in any prohibited activity in the controlled area of Parliament Square.

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(2)An order under subsection (1)(b) may (in particular) require P not to enter the controlled area of Parliament Square for such period as may be specified in the order.

(3)Power of the court to make an order under this section is in addition to the court's power to impose a fine under section 143(8).

147Authorisation for operation of amplified noise equipment

(1)The responsible authority for any land in the controlled area of Parliament Square may authorise a person in accordance with this section to operate on that land any amplified noise equipment (as defined by section 143(4)).

(2)An application for authorisation must be made to the responsible authority by or on behalf of the person (or persons) seeking the authorisation.

(3)The responsible authority may—

(a)determine the form in which, and the manner in which, an application is to be made;

(b)specify the information to be supplied in connection with an application;

(c)require a fee to be paid for determining an application.

(4)If an application is duly made to a responsible authority, the authority must—

(a)determine the application, and

(b)give notice in writing to the applicant of the authority's decision within the period of 21 days beginning with the day on which the authority receives the application.

(5)The notice must specify—

(a)the person (or persons) authorised (whether by name or description),

(b)the kind of amplified noise equipment to which the authorisation applies,

(c)the period to which the authorisation applies, and

(d)any conditions to which the authorisation is subject.

(6)The responsible authority may at any time—

(a)withdraw an authorisation given to a person under this section, or

(b)vary any condition to which an authorisation is subject.

(7)Variation under subsection (6)(b) includes—

(a)imposing a new condition,

(b)removing an existing condition, or

(c)altering any period to which a condition applies.

(8)The exercise of a power under subsection (6) to withdraw an authorisation or to vary a condition is effected by the responsible authority giving notice in writing to the applicant.

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148 Meaning of “authorised officer” and “responsible authority”

(1) This section applies for the purposes of this Part.

(2) “Authorised officer”, in relation to any land in the controlled area of Parliament Square, means—

(a) an employee of the responsible authority for that land who is authorised in writing by the authority for the purposes of this Part, and

(b) any other person who, under arrangements made with the responsible authority (whether by that or any other person), is so authorised for the purposes of this Part.

(3) “Responsible authority”, in relation to any land in the controlled area of Parliament Square, means—

(a) the Greater London Authority, for any land comprised in the central garden of Parliament Square (as defined by section 142(2)), and

(b) Westminster City Council, for any other land.