

GREATER LONDON AUTHORITY

[REDACTED]
(By email)

Our Ref: MGLA130218-3680

13 March 2018

Dear [REDACTED]

Thank you for your request for information which the GLA received on 13 February 2018. Your request has been dealt with under the Freedom of Information Act 2000.

Please find attached our partial response to your request.

1) A copy of any policy/document which outlines the conditions and/or limitations under which organisations or institutions can hire or request use of Trafalgar Square. Specifically, I request that you identify whether the hire or use of Trafalgar Square is subject to any ethics policy, values document or other similar document which specifies limitations on who might reasonably use or hire Trafalgar Square.

I can confirm that we do hold some information within the scope of your request.

We should make it clear that anyone can apply to hire or request the use Trafalgar Square. We assess the activity and not the applicant.

We also assess the availability of the Square. If the Square may be unavailable for a pre-existing booking, restoration or other works.

You can find guidance material and application forms online at <https://www.london.gov.uk/about-us/venue-hire/book-traffic-square>.

The guidance documents include: [Guidance for press](#), [Guidance developing a risk assessment](#), [Guidance on licensing policy](#), [Trafalgar Square byelaws](#), [Media authorisation notice](#), [Media authorisation scheme](#), [Fees and charges](#), [Trafalgar Square plan](#), [Filming guidance](#), [FAQs](#) and our [Event Sustainability Policy](#).

We also located some information within the scope of your request that is not available on our website. Please see attached documents for the information we hold within the scope of your request.

2) Details and copies of any correspondence between the GLA and the Royal Opera House during 2017 regarding its annual use of Trafalgar Square for the 'BP Big Screens'.

I can today confirm that we do hold emails within the scope of your request i.e emails between the GLA and Royal Opera House during 2017 regarding 'BP Big Screens'.

Many of the emails have attachments and documents relating to the event. Given the nature of the event and its location, much of the material has been produced in collaboration with others including the Metropolitan Police Service.

From our initial review, we believe a large amount of this information will be exempt from disclosure under one or more of the exemption provision under the Freedom of Information Act. We believe that some the information you have requested falls under the provisions of Section 38 - endangering health and safety; This exemption is subject to a public interest test.

The Freedom of Information Act (ss.10(3) and 17(2)) allows public authorities to extend the period for responding to requests under the Act if the information requested is subject to exemptions and longer is needed to consider the public interest. I am writing to inform you that it will be necessary to extend the time limit to respond to your request beyond 20 working days.

I wanted to ask - before we conduct this large piece of work - if you would consider focusing your request on the specific elements within the emails that you are interested in rather than making a request for "all emails".

If you have a particular interest in emails that discuss (for example) the funding of the event, or discussions about the event programme, this would enable us to respond to you more quickly than if we have to consider all of the emails and attachments. I should point out that in any eventuality the information may be subject to exemptions.

Alternatively, if you maintain that you want to request all of the emails, please reply to let us know.

We look forward to hearing from you and we will now aim to provide you with our response to this element of your request by 10 April 2018.

3) Details and copies of any correspondence between the GLA and BP during 2017 regarding its involvement in the 'BP Big Screens' hosted by the Royal Opera House.

We do not hold any information within the scope of your request.

If you have any further questions relating to this matter, please contact me, quoting the reference MGLA130218-3680.

Yours sincerely

Ruth Phillips
Information Governance Officer

If you are unhappy with the way the GLA has handled your request, you may complain using the GLA's FOI complaints and internal review procedure, available at:

<https://www.london.gov.uk/about-us/governance-and-spending/sharing-our-information/freedom-information>

FM Internal Guidance – Trafalgar Square & Parliament Square Garden
Activities and Hires

The GLA do not permit (unless in exceptional circumstances in which GLA authorisation has been given in writing):

- Private or exclusive parties/functions
- 'Roadshow' activities which only have giveaways as the primary content of the event
- 'Flash mob' activity
- Overt branding and/or advertising within the event – however, there is scope for commercial activity
- Offensive or adult themed materials in any printed format or computer generated/screened format.
- Handouts or giveaways without an accompanying event
- Infrastructure or dressing which may damage the fabric of the Trafalgar Square
- Infrastructure on any part of Parliament Square Garden
- Vehicle focused events on a pedestrian space - cars, motorbikes or double decker buses as the focus for example.
- Busking without an accompanying event/ purpose
- Use of balloons or inflatables
- Use of stickers or any adhesive material
- Any act which is against the Bye Laws and/or PRSR 2011 act
- Pyrotechnics, candles or any other element requiring a naked flame for ignition or that gives out sparks or smoke.
- Balloon releases
- Drones
- Any licensable activity at any time throughout an event or hire without prior written authorisation of the GLA.

Further detail

1. **Sports tournament** – Parliament square is in the centre of very busy roads and Trafalgar Square is surrounded on three sides by busy roads. The GLA cannot accommodate a full sports match because of the safety issues. They also conflict with the byelaws and impact public access around the square. We can accommodate sports activations as a low-key press call.
2. **Cigarette/alcohol & gambling activations** – The GLA does not support advertising of as this would contradict all current policy and health initiatives that the GLA is driving forward for Londoners.
Trafalgar Square is situated within Westminster City Council 'no drinking zone'.
3. **Vox pops/charity collections/sampling & surveys** - the GLA does not consider 'stop and ask' activities such as vox pops, sampling, charity collections and surveys on the square unless they are agreed elements alongside a larger public event or activity. This is to allow visitors the opportunity to enjoy the space unimpeded.
4. **Balloon releases** -We do not permit balloon releases as there are concerns over the environmental impact of balloon releases, biodegradable balloons can take up to six months to decompose and have an impact on animal welfare and the environment.
5. **Fountains & Lions** - we do not permit activities in the fountains as there are byelaws in place prohibiting this. We also have a duty of care, alongside our partnership with English Heritage, in how the monuments are seen in context on the Square and promotional requests cannot apply to the statues or monuments.
6. **Pigeons** – We do not support any requests for filming or activities with pigeons as it conflicts with the byelaws for Trafalgar Square and also wider byelaws for areas under Westminster's jurisdiction. Since 2003 feeding of the pigeons on Trafalgar Square has been prohibited.
7. **Statues** – The GLA has a duty of care to ensure the integrity and condition of all statues under its jurisdiction to are maintained. There for changes, dressings or additions (whether actual or virtual) are not permitted.

8. **Fourth Plinth** – There is a planned rotating series of installations on the fourth plinth, with no opportunities for additional activations. For further background information about the Fourth Plinth programme please see <http://www.london.gov.uk/fourthplinth>
9. **Vehicle activations** - Vehicles are not permitted on GLA managed areas to protect the fabric of the space and they are designated pedestrianised areas. Vehicles are only permitted for pre-planned maintenance or event builds.
10. **Flash mobs** -Flash mob type activities are not permitted on GLA Managed areas as these activities by their very nature are spontaneous and unmanaged, disrupting planned Authorised activities, or the unimpeded access of the public to the area. These activities may also require a licence, the GLA is responsible for the Premises License on Trafalgar Square, and has limited opportunities to allow performance based activities on the space.
11. **Private & ticketed events** – Events must be free and open to the public. We do not permit private or ticketed events
12. **Lighting the column, statues or neighbouring buildings** – it is not possible to light or project onto the column, fountains or neighbouring buildings, due to the likely distraction this will cause to vehicle traffic.
13. **Lighting the fountain bowls**
Only the middle and upper bowls are illuminated – not the main pool of water at ground level.
Lighting changes to the bowls are carried out for Large events or events of national/international importance only.
14. **Trading** - Permitted on Trafalgar Square only as part of an authorised larger cultural event due to licensing restrictions.
Not permitted at any time on Parliament Square Garden
15. **Licensable activities** – Principally dance, song, music, drama, sports. There are a limited number of licences for Trafalgar Square which are reserved for the large cultural events only. Therefore we cannot authorise busking or small scale performances in the space.
Not permitted within Parliament Square Garden
16. **Pavement art** – The GLA does not authorise pavement art or 3D art floor canvases on either Parliament Square Garden or Trafalgar Square in consideration of the heritage value and aesthetics of both areas. Although 3D art canvases do not apply art work directly onto the stone, by nature the images can make it appear that artwork has been directly applied.
There have been issues in the past where pavement art has required cleansing services and has also led to further instances of graffiti.
17. **Roadshow events** – The GLA does not permit ‘roadshow’ events which involve trailers, units or marquees to conduct giveaways or charity collections only. This is in consideration of all visitors who wish to view the historic features of the space. ‘Roadshow’ events are normally a promotional platform for a product or charity and we have noted in the past that visitors and tourists do not have an interest and are on occasion critical of such activities as they can restrict access or block the views of the features of the square.
18. **Copyright** - An activity (such as a photographer taking commercial photos) on Trafalgar Square is chargeable – please follow this link for further details <https://www.london.gov.uk/priorities/arts-culture/trafalgar-square/managing-trafalgar-square/booking-trafalgar-square> However, as the Square is public realm, there is no charge to use photos you have already taken.
19. **Inflatables** – An Activity with an inflatable is not permitted at Parliament Square Garden due to safety concerns related to the use of such.
The use of infrastructure and generators are not permitted on Parliament Square Garden:
The area is surrounded by very busy roads and would cause a distraction to vehicles.
Risk of inflatables becoming unsecure or deflating causing accident or injury.
Pegging lines into the grassed area is not permitted as this would cause damage to the area.

The use of generators and infrastructure is not permitted on Parliament Square Garden.

Use of Trafalgar Square (“TS”) is subject to the following terms and conditions:

Permission to use TS shall only be granted by way of an Authorisation Notice granted by the Greater London Authority.

1. Your responsibilities and obligations

- 1.1. Use of TS 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 TS however caused except to the extent that it arises as a result of the negligence of the GLA.
- 1.2. 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 TS at all times during the Activity.
- 1.3. 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. The 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 5 days prior to the Activity.
- 1.4. 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.
- 1.5. Breach of byelaw 3, 3A, 5 or 6 may result in prosecution.

- 1.6. At all times you shall comply with the Trafalgar Square Premises Licence Conditions as set out in Schedule 3.
- 1.7. 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.
- 1.8. You, your employees, agents and sub-contractors shall not damage, deface, interfere with or climb on any built structure forming the fabric of TS and shall not, without the express permission of the GLA, attach any article on any built structure forming the fabric of TS 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.
- 1.9. You must ensure that any vehicle on TS has drip trays to avoid oil markings. You will indemnify the GLA for all costs of removal of oil marks, fuel spillages or any other staining.
- 1.10. 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.
- 1.11. The following can only be used in exceptional circumstance 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
 - amplification equipment
 - Dry ice and cryogenic fog
 - Smoke Machines and fog generators
 - Pyrotechnics including fireworks
 - Firearms
 - Lasers
 - Explosives and highly flammable substances
 - Real flame
 - Strobe Lighting
- 1.12. Any building control approvals for structures must be sought from Westminster City Council.
- 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 TS related to the Activity.
- 1.15. You are responsible, unless otherwise agreed with the GLA in writing, for any costs related to accessing the power supply on TS for the Activity.
- 1.16. 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).
- 1.17. 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.

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 TS 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 TS 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 Industry Authority (SIA) approved security, where applicable, on site from the time when equipment is delivered to the TS 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 TS at all times during the Activity.
- 6.4. You shall comply with all food hygiene requirements for the distribution or sale 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.
- 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 any cable installed must be a minimum of two metres away from the edge of the fountain basins in compliance with IEE Wiring Regulations Section 602.
- 6.7. You must ensure that all cable runs that traverse the public areas of TS are protected by cable ramping to prevent accidental damage of the cable.
- 6.8. 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.

- 6.9. 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.
- 6.10. 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.
- 6.11. You are responsible for providing proper first aid facilities and persons trained in first aid at all times during the Activity.

7. Noise

- 7.1. The GLA and its agents on TS will determine acceptable levels of volume for the Activity. You must comply with all instructions relating to volume of noise or any other matter relating to the Activity. You must ensure that the LAeq (5min) noise level does not exceed 79dB one metre from the nearest affected neighbouring buildings façade as determined by the GLA.
- 7.2. You shall, where appropriate, ensure that the conditions of the Code of Practice on Environmental Noise Control at Concerts (published 1995 by the Noise Control Council) are complied with.
- 7.3. You shall provide the GLA with a sound check and performance check schedule at least 7 days prior to the Activity.
- 7.4. You shall ensure, where applicable, that the use of all radio frequencies shall be properly licensed by Ofcom. The following radio frequencies are not permitted for use on TS:- Radio microphone / PA System Primary Frequency: 208.300 MHz and Secondary Microphone Frequency: 1 set of 5.000 Mhz.

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 TS. 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 requirements 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.

9.7. **Schedule 2 - Byelaws**

GREATER LONDON AUTHORITY

TRAFALGAR SQUARE 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 Trafalgar Square, and the preservation of order and the prevention of abuses there.

1. Citation

These byelaws may be cited as the Trafalgar Square 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 Trafalgar Square as defined in the Trafalgar Square Act 1844²;

"amplified noise equipment" means any device that is designed or adapted for amplifying sound, including (but not limited to)-

(a) loudspeakers; and

(b) loudhailers;

"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).

"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.

¹ 1999 c. 29.

² 1844 c.60.

3. Acts prohibited within the Square

(1) No person shall within the Square–

- (a)** do any act which pollutes or is likely to pollute water in any fountain or bathe in or otherwise enter any fountain or fountain bowl;
- (b)** fail to keep any animal of which he is in charge under control or on a lead;
- (c)** place any canoe, boat or inflatable object in any fountain or fountain bowl;
- (d)** use any kite, model aircraft, boat or any mechanically propelled or operated model;
- (e)** wash or dry any piece of clothing or fabric;
- (f)** fail to comply with a reasonable direction given by an authorised person to leave the Square;
- (g)** fail to remove any animal of which he is in charge from the Square after being required to do so by an authorised person;
- (h)** light a fire or barbeque, or place, throw or drop a lighted match or any other thing likely to cause a fire;
- (i)** 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.

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 required

(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)** operate any amplified noise equipment;
- (f)** 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;
- (g)** project any missile manually or by artificial means;
- (h)** erect or keep erected –
 - (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;
- (i)** use any tent or other such structure for the purpose of sleeping or staying in that area;
- (j)** place or keep in place 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;
- (k)** use any sleeping equipment for the purpose of sleeping overnight in that area;
- (l)** erect or cause to be erected any structure for the purpose of enclosing or restricting access to any part of the Square;
- (m)** collect or solicit money or any other gift;
- (n)** make or give a public speech or address;
- (o)** organise or take part in any assembly, display, performance, representation, parade, procession, review or theatrical event;
- (p)** 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;
- (q)** ride any animal on the Square;
- (r)** interfere with, remove or displace any stone, paving slab or tree;
- (s)** cause or permit any animal or bird of which he is in charge to chase, worry or injure any animal or bird;
- (t)** engage in any organised form of sport or physical exercise which causes a disturbance to any other person using the square;
- (u)** unless in an emergency, cause any vehicle to wait, or leave any vehicle unattended;

- (v)** use any pedal cycle, roller skate, ice skate, scooter, roller blade, skate board or other foot-propelled device;
 - (w)** tow or leave any caravan or trailer.
- (2)** It is immaterial for the purposes of the acts within the Square for which written permission is required-
- (a)** in the case of an activity within Byelaw 5(1)(h) and 5(1)(i) 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 Byelaw;
 - (b)** in the case of an activity with Byelaw 5(1)(j) or 5(1)(k) 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 Byelaw.

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 Byelaws 5(1)(e),(h),(i),(j),(k) or 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 Byelaws 5(1)(e),(h),(i),(j),(k) or 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)** Byelaw 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 5(1)(e),(h),(i),(j),(k) or 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 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.

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 .

10. Signed by authority of the

11. 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.”

11.1. **Schedule 3 – Summary of Trafalgar Square Premises License Conditions**

11.2. Westminster Licensing Authority has granted the GLA a Premise License to hold a limited number of licensable events per year on Trafalgar Square.

The following licensable activities are authorised by the Premise Licence between the hours of 9:00 to 23:00 hours.

- Performance of a Play
- Exhibition of a Film
- Playing of Live Music
- Playing of Recorded Music
- Performance of Dance
- Anything of a similar description to Live Music, Recorded Music or Performance of Dance

Sales of alcohol require the consent of the GLA. If the sale of alcohol is authorised by the GLA, sales can only take place between the hours of 11:00 to 22:00 hours.

If the GLA deems that an Activity contains licensable activities the following requirements apply:

1. Admission of children to the Square must be restricted in accordance with the film classification recommended by the British Board of Film Classification or recommended by Westminster licensing authority as appropriate.
2. All persons guarding the Square against unauthorised access or occupation or against outbreaks of disorder or against damage (door supervisors) must be licensed by the Security Industry Authority.
3. An Event Management Plan (EMP) must be provided to the Greater London Authority 42 days prior for major Activities or any Activities where an EMP is requested by the authority:

You must ensure that the EMP is followed. The EMP must incorporate the following:

- Detailed plan showing site layout including any temporary structures and emergency egress points
 - Waste Management Plan
 - Health and Safety Management plan including Risk Assessments
 - Emergency and Evacuation procedures including communications
 - Crowd Management and Stewarding
 - Provision and Storage of Electrical Generators and LPG Cylinders, where used
 - Provision of fire fighting equipment
4. A minimum of 21 days written notice to be given to the Greater London Authority of any Activity within Trafalgar Square where a temporary structure is to be erected.

5. Where condition 3 applies you shall ensure that the highway and public spaces in the vicinity of the Square are kept free of litter at all material times to the satisfaction of the Greater London Authority.

6. Where condition 3 applies the highway in the vicinity of the Square shall be swept at regular intervals and at the close of business. All litter and sweepings collected and stored in the accordance with the approved refuse storage arrangements. Vicinity shall include the highway to each side of Trafalgar Square to a distance of 50 metres.

7. You must ensure that the LAeq (5min) noise level does not exceed 79dB one metre from the nearest affected neighbouring buildings façade as determined by the GLA.

8. There shall be no noise audible at the boundary of the Square, from any construction or similar works in association with the set-up and breakdown of the site, outside the hours of:

- 08:00-20:00 Mon to Sat
- 08:00- 13:00 Sun

9. The following details must be provided to the Greater London Authority within a minimum of 14 days prior to the Activity day/s:

- Onsite contact details for an appropriate person, in overall charge of the noise levels.
- A running order, including the approximate times for any sound tests

10. Any special effects or mechanical installations shall be arranged and stored so as to minimise any risk to the safety of those using the Square. The following can only be used with the prior written consent of the GLA, such consent must be sought in writing 21 days prior to the Activity:

- Dry ice and cryogenic fog
- Smoke Machines and fog generators
- Pyrotechnics including fireworks
- Firearms
- Lasers
- Explosives and highly flammable substances
- Real flame
- Strobe Lighting

11. For all events only hangings, curtains, upholstery and temporary decorations complying with the relevant British (or where appropriate European) Standard shall be used. Where necessary these shall be periodically tested for flame resistance and re-treated as necessary.

12. Twenty-four hour Security Industry Authority (SIA) approved security to be provided on site from the night when equipment first arrives until removed.

13. No non-emergency vehicles shall be operated within the Square during an event.

14. You shall comply with all reasonable requirements of the Westminster Environmental Health Consultation Team, Westminster City Council, the London Fire and Emergency Planning Authority and the Metropolitan Police.

