

GREATER LONDON AUTHORITY

[REDACTED]
(By email)

Our Ref: MGLA260219-6520

29 March 2019

Dear [REDACTED]

Thank you for your request for information which the GLA received on 25 February 2019. Your request has been dealt with under the Freedom of Information Act 2000. I am sorry that our response is slightly late.

You requested:

- 1) Any written permissions granted to the Royal Opera House in relation to its use of Trafalgar Square for the BP Big Screens in both 2018 and 2019. Please also include any directly related correspondence materials, such as accompanying emails where permission documents were attached or included.*
- 2) Any correspondence with the Royal Opera House which discusses BP branding, advertising or the distribution of any BP-branded materials in Trafalgar Square as part of the BP Big Screens in 2018 and 2019*
- 3) Correspondence relating to funding or any fees payable by the Royal Opera House or others, in connection to the BP Big Screens in 2018 and 2019.*

Please see below the information we hold within the scope of your request.

1 – Written permissions

Please see attached PDF document for information relating to permissions for the 2018 events. We do not hold information in scope relating to the events taking place later this year.

I have also attached some information that was not held by the GLA at the time of your request but that was sent to me while I was consulting Westminster City Council about the release of information relating to your request. Please see attached three letters from Westminster City Council regarding permission to use the Square. They are attached exactly as they were provided to us, with personal information redacted.

2 – Correspondence about branding, advertising, merchandise

Please see attached PDF document for the information that we located within the scope of your request.

3 – Correspondence about funding or fees payable by Royal Opera House

We have not located any correspondence in scope. Information about fees for electricity and cleansing are included in the GLA's authorisation forms, attached.

Please note that information relating to staff names and contact details is exempt from disclosure under s.40 (Personal information) of the Freedom of Information Act. This information could potentially identify specific employees and as such constitutes as personal data which is defined by s.1 (1) of the Data Protection Act 1998 to mean data which relates to a living individual who can be identified from that data.

Some information which falls within scope of part 2 of your request has been withheld from disclosure under Section 24 – national security, Section 31(1)(a) – prevention or detection of crime, and Section 38(1)(b) – endangering the safety of any individual. For more information about how these exemptions have been engaged, please see Annex 1.

If you have any further questions relating to this matter, please contact me, quoting the reference MGLA260219-6520.

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>

Annex 1

Section 40 (2) – Personal information

We have redacted personal data (names, email addresses, phone numbers. This information is exempt from disclosure under s.40 (Personal information) of the Freedom of Information Act. This information constitutes personal data which is defined by Article 4(1) of the General Data Protection Regulation (GDPR) to mean any information relating to an identified or identifiable living individual. It is considered that disclosure of this information would contravene the first data protection principle under Article 5(1) of GDPR which states that Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject.

Section 24 – national security

Section 31(1)(a) – prevention or detection of crime

Section 38(1)(b) – endangering the safety of any individual.

The information relates to vehicle access arrangements for these events at Trafalgar Square, one of the most visited tourist attractions in London.

Section 24(1) allows a public authority not to disclose information if it considers releasing the information would make the UK or its citizens more vulnerable to a national security threat. The GLA notes the relevance of the following paragraphs from the ICO's guidance on section 24 of the Act:

(13) Safeguarding national security also includes protecting potential targets even if there is no evidence that an attack is imminent.

(14) The Commissioner also recognises terrorists can be highly motivated and may go to great lengths to gather intelligence. This means there may be grounds for withholding what seems harmless information on the basis that it may assist terrorists when pieced together with other information they may obtain.

The numerous terrorist attacks in London and elsewhere in recent years highlight the heightened risk to the public and crowds at high profile areas of major cities such as London. We note the ICO has acknowledged the link between national security, counter terrorism activities and potential acts of terrorism. We believe iconic locations such as Trafalgar Square are a realistic high-profile target for potential acts of terrorism.

Section 31(1)(a) covers all aspects of the prevention and detection of crime and can apply to information on general policies and methods adopted by public authorities. Section 31(1)(a) of the Act is engaged because the release of this information would, or would be likely to, prejudice the prevention or detection of crime. The provisions of section 24(1) and Section 31(1)(a) of the Act are engaged by information which could be used by those intent on committing criminal acts to harm the public.

Section 38(1)(b) of the Act is duly engaged because of the potential risk to public safety as set out in the Act.

Public interest test

Under FoIA the 'public interest' is not the same as what might be of interest to the public. In balancing the public interest in disclosure, we consider the greater good or benefit to the community as a whole if the information is released or not. The 'right to know' must be balanced against the need to enable effective government and to serve the best interests of the public.

There is a clear public interest in the release of information that helps demonstrate the work of public bodies in planning events for the public that take place in public spaces. To help facilitate this understanding, there is a justifiable public interest in placing into the public domain information that would allow the public to assess this. Transparency of these processes will generate confidence in the integrity of the procedures involved.

The information withheld from disclosure is not key to understanding more about the branding or merchandising of the event – though it falls within scope of the request because it relates to distribution.

The GLA is also mindful of the assumption in favour of disclosure in 2(2)(b) the FOIA. Considerations favouring non-disclosure; Conversely the disclosure of this same information would increase the risk of criminal activity, violent crime, or other incidents at an event if made public and seen by those intent on causing harm. It is not in the public interest to release information that could be directly used to harm or plan harm to the public.

Although the event has taken place, similar arrangements might apply for future events. We have determined that safeguarding national security interests, avoiding prejudice to policing operations to prevent and detect crime, and protecting the safety of the public attending the Events in Trafalgar Square is of paramount importance.

The public interest favours maintaining the exemption provisions of s.24(1), s.31(1)(a) and s.38(1)(b) in relation the redacted and withheld information.

Section 40
Bow Street
London
WC2E 9DD

Department: Facilities Management
Section 40

Date: 1st June 2018

Authorisation Notice for use of Trafalgar Square ("TS")

The Greater London Authority ("GLA") has agreed to grant the following authorisation ("the Authorisation Notice") for the purposes of byelaw 5 of the Trafalgar Square Byelaws 2012 made under the Greater London Authority Act 1999:

Authorised person(s): Section 40 – Royal Opera House ("the Authorised Person")

Activity: Royal Opera House BP Big Screens ("the Activity")

Date and times:

Build: Tuesday 12th June 2018 06.00– 19.00hrs

Event: Tuesday 12th June 2018 19.00 – 23.00hrs

Derig: Tuesday 12th June 2018 23.00hrs – 23.59hrs, Wednesday 13th June 2018 00.00 – 01.30 ("the Agreed Period")

Insurance amount: £10 million Public Liability Insurance ("the Insured Amount")

Number of attendees: 8,000 at any one time ("the Maximum Audience")

Permitted Area: The area of TS outlined in red on the attached site plan ("the Permitted Area")

In consideration of the GLA granting this Authorisation Notice, fees for hire of TS are waived ("the Fee").

You must fully compensate the GLA for costs incurred in respect of cleaning and engineering and as a result of your non-compliance with any of the terms of this Authorisation Notice. The cleaning and engineering costs are estimated as across three events and will be invoiced after the final event:

Cleaning: £9615.16 + VAT

Engineering: £834.48 + VAT

These additional costs will be confirmed after the event and will be recharged to GLA Events for London.

Please note attached terms and conditions 8.1 to 8.4 with regards to charges applicable to the cancellation of the Activity.

This Authorisation Notice is granted subject to the attached terms and conditions and the following special terms and conditions:

1. It is understood that the named and authorised site contact on Trafalgar Square is: **Section 40** on **Section 40**. It is a requirement that the authorised person be on site throughout the event.
2. The authorised site contact should make themselves known to the on-site Heritage Wardens on site. The Heritage Warden's mobile is **Section 40**.
3. SFM are acknowledged as the onsite event security and stewarding.
4. This is a licensable event, and as such the terms and conditions set out in Schedule 3 (1 to 14) apply.
5. All relevant licensing and permissions must be in place, including but not limited to PRS.
6. The maximum sound limit for activities on Trafalgar Square is 79db and directions from GLA Officers or Heritage Wardens must be complied with at all times. The sound must be directed into the main body of the Square and comfortable for all visitors. If Heritage Wardens receive sound complaints or the sound levels impact on the surrounding areas you may be asked to reduce your sound levels, which you must comply with.
7. The Greater London Authority grants permission for providers of activities (as specified in the event plan) for minors on the condition that all activities have the correct and current legal documentation required.
8. All reasonable steps must be taken to ensure that the fabric of Trafalgar Square is not damaged. Infrastructure must have protection underneath and any damage incurred as a result of your event will be charged to the organiser. The authorised person will do a pre-event at **06.00hrs on Tuesday 12th June 2018** and a post-event site check in daylight hours with the Heritage Wardens.
9. Working areas during install and de-rig must be stewarded to prevent the crew and public from being at risk from injury, abiding by CDM 2015.
10. Parking permission is granted for vehicles outlined in your vehicle access schedule on the South West corner of Trafalgar Square. Please ensure that you liaise with Heritage Wardens (**Section 40**) on site on arrival.
11. All vehicle movement onsite must be accompanied by banksmen in hi-viz jackets and be traveling at no more than 5mph. Drip trays must be placed under the engines of all vehicles whilst stationary.
12. You must ensure that waste or cooking oil from food preparation and other areas is not poured into drains and must be taken off site. Sufficient ground protection must be in place to prevent oil being walked out of catering units onto the stone.

13. Permission is granted subject to Westminster Environmental Health approvals for food concessions, units cannot operate until this has taken place. Trading hours 12:00hrs-17.45hrs (or to be decided on the day)
14. Production and all other debris must be removed from site at the end of the event. Any extra cleaning required as a result of the event or build will incur additional costs being incurred by the organizer.
15. You must supply sufficient stewards and first aiders to ensure the safety of attendees and crew and monitor ingress and egress at all points throughout the agreed period.
16. The authorised site contact **Section 40** – **Royal Opera House** **Section 40** is responsible for ensuring that all the Royal Opera House contractors and crew are aware of these Terms and Conditions before coming to Trafalgar Square.
17. Please note that the West End Live build commences at 4am on Wednesday 13th June. Please ensure a full

This Authorisation Notice (or a copy of it) must be produced on request to the GLA's officers or the police.

The Authorisation Notice and the attached terms and conditions must be signed with a copy returned to trafalgar.square@london.gov.uk. Authorisation is not confirmed until the GLA acknowledge receipt of the signed documents.

Failure to abide with the terms and conditions of this Authorisation Notice may result in the Authorisation Notice being revoked and your event not being permitted to proceed.

The signed Authorisation Notice should be received by the GLA no later than **12:00hrs on Tuesday 5th June 2018.**

Yours sincerely

Section 40

Section 40

For and on behalf of the GLA

I hereby accept the terms and conditions of this Authorisation Notice for use of TS.

Signed:

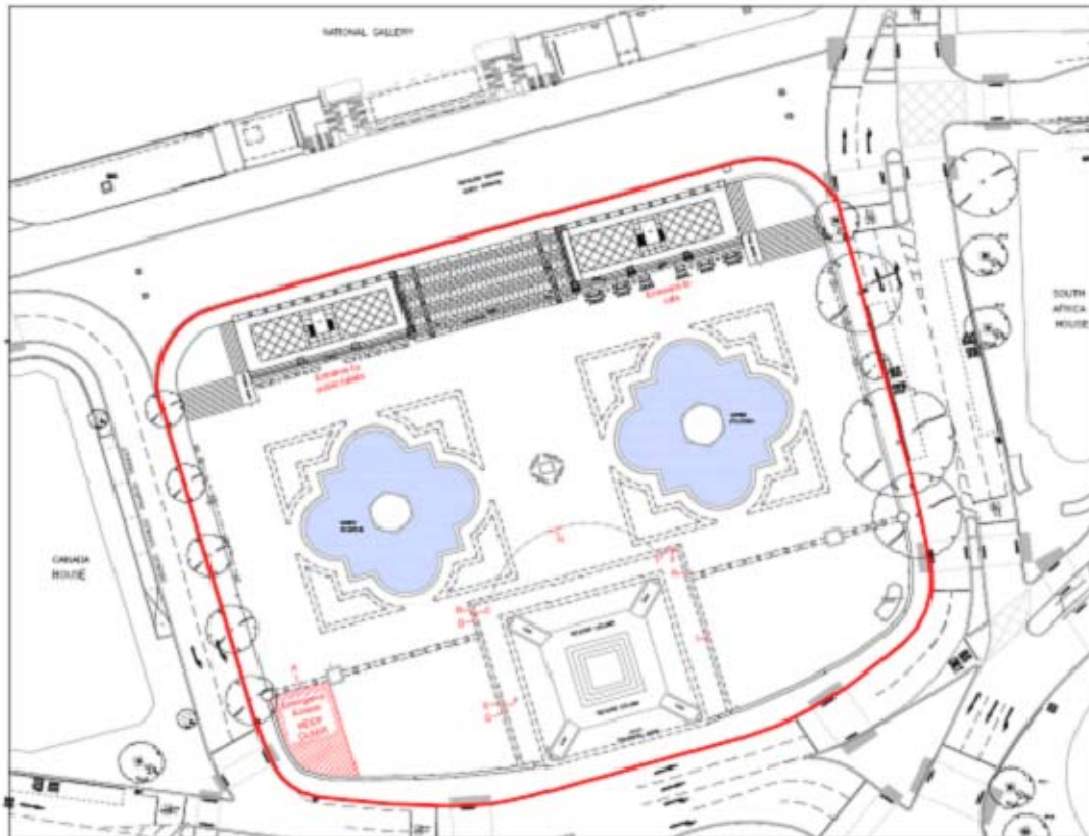
Name:

Position:

Organisation:

Date:

Cc GLA's authorised officers
Trafalgar Square Site Plan



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

Any building control approvals for structures must be sought from Westminster City Council.

- 1.12. You shall ensure that the Activity is accessible to people with disabilities as required by the Equality Act 2010.

- 1.13. 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.
- 1.14. 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.
- 1.15. 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.

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.

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.

Schedule 3 – Summary of Trafalgar Square Premises License Conditions

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.

Section 40
Bow Street
London
WC2E 9DD

Department: Facilities Management

Section 40

Date: 22nd June 2018

Authorisation Notice for use of Trafalgar Square ("TS")

The Greater London Authority ("GLA") has agreed to grant the following authorisation ("the Authorisation Notice") for the purposes of byelaw 5 of the Trafalgar Square Byelaws 2012 made under the Greater London Authority Act 1999:

Authorised person(s): Section 40 – Royal Opera House ("the Authorised Person")

Activity: Royal Opera House BP Big Screens ("the Activity")

Date and times:

Build: Tuesday 26th June 2018 06.00– 19.00hrs

Event: Tuesday 26th June 2018 19.00 – 23.00hrs

Derig: Tuesday 26th June 2018 23.00hrs – 23.59hrs, Wednesday 27th June 2018 00.00 – 01.30hrs ("the Agreed Period")

Insurance amount: £10 million Public Liability Insurance ("the Insured Amount")

Number of attendees: 8,000 at any one time ("the Maximum Audience")

Permitted Area: The area of TS outlined in red on the attached site plan ("the Permitted Area")

In consideration of the GLA granting this Authorisation Notice, fees for hire of TS are waived ("the Fee").

You must fully compensate the GLA for costs incurred in respect of cleaning and engineering and as a result of your non-compliance with any of the terms of this Authorisation Notice. The cleaning and engineering costs are estimated as across three events and will be invoiced after the final event:

Cleaning: £9615.16 + VAT

Engineering: £834.48 + VAT

These additional costs will be confirmed after the event and will be recharged to GLA Events for London.

Please note attached terms and conditions 8.1 to 8.4 with regards to charges applicable to the cancellation of the Activity.

This Authorisation Notice is granted subject to the attached terms and conditions and the following special terms and conditions:

1. It is understood that the named and authorised site contact on Trafalgar Square is: **Section 40** on **Section 40**. It is a requirement that the authorised person be on site throughout the event.
2. The authorised site contact should make themselves known to the on-site Heritage Wardens on site. The Heritage Warden's mobile is **Section 40**.
3. SFM are acknowledged as the onsite event security and stewarding.
4. This is a licensable event, and as such the terms and conditions set out in Schedule 3 (1 to 14) apply.
5. All relevant licensing and permissions must be in place, including but not limited to PRS.
6. The maximum sound limit for activities on Trafalgar Square is 79db and directions from GLA Officers or Heritage Wardens must be complied with at all times. The sound must be directed into the main body of the Square and comfortable for all visitors. If Heritage Wardens receive sound complaints or the sound levels impact on the surrounding areas you may be asked to reduce your sound levels, which you must comply with.
7. The Greater London Authority grants permission for providers of activities (as specified in the event plan) for minors on the condition that all activities have the correct and current legal documentation required.
8. All reasonable steps must be taken to ensure that the fabric of Trafalgar Square is not damaged. Infrastructure must have protection underneath and any damage incurred as a result of your event will be charged to the organiser. The authorised person will do a pre-event site check at **07.00hrs on Tuesday 26th June 2018** and a post-event site check in daylight hours with the Heritage Wardens.
9. Working areas during install and de-rig must be stewarded to prevent the crew and public from being at risk from injury, abiding by CDM 2015.
10. Parking permission is granted for vehicles outlined in your vehicle access schedule on the South West corner of Trafalgar Square. Please ensure that you liaise with Heritage Wardens (**Section 40**) on site on arrival.
11. All vehicle movement onsite must be accompanied by banksmen in hi-viz jackets and be traveling at no more than 5mph. Drip trays must be placed under the engines of all vehicles whilst stationary.
12. You must ensure that waste or cooking oil from food preparation and other areas is not poured into drains and must be taken off site. Sufficient ground protection must be in place to prevent oil being walked out of catering units onto the stone.

13. Permission is granted subject to Westminster Environmental Health approvals for food concessions, units cannot operate until this has taken place. Trading hours 12:00hrs-17.45hrs (or to be decided on the day)
14. Production and all other debris must be removed from site at the end of the event. Any extra cleaning required as a result of the event or build will incur additional costs being incurred by the organiser.
15. You must supply sufficient stewards and first aiders to ensure the safety of attendees and crew and monitor ingress and egress at all points throughout the agreed period.
16. The authorised site contact **Section 40** – **Royal Opera House** **Section 40** is responsible for ensuring that all the Bliss Events Management Ltd contractors and crew are aware of these Terms and Conditions before coming to Trafalgar Square.

This Authorisation Notice (or a copy of it) must be produced on request to the GLA's officers or the police.

The Authorisation Notice and the attached terms and conditions must be signed with a copy returned to trafalgar.square@london.gov.uk. Authorisation is not confirmed until the GLA acknowledge receipt of the signed documents.

Failure to abide with the terms and conditions of this Authorisation Notice may result in the Authorisation Notice being revoked and your event not being permitted to proceed.

The signed Authorisation Notice should be received by the GLA no later than **12:00hrs on Monday 25 June 2018.**

Yours sincerely

Section 40

Section 40

For and on behalf of the GLA

I hereby accept the terms and conditions of this Authorisation Notice for use of TS.

Signed:

Name:

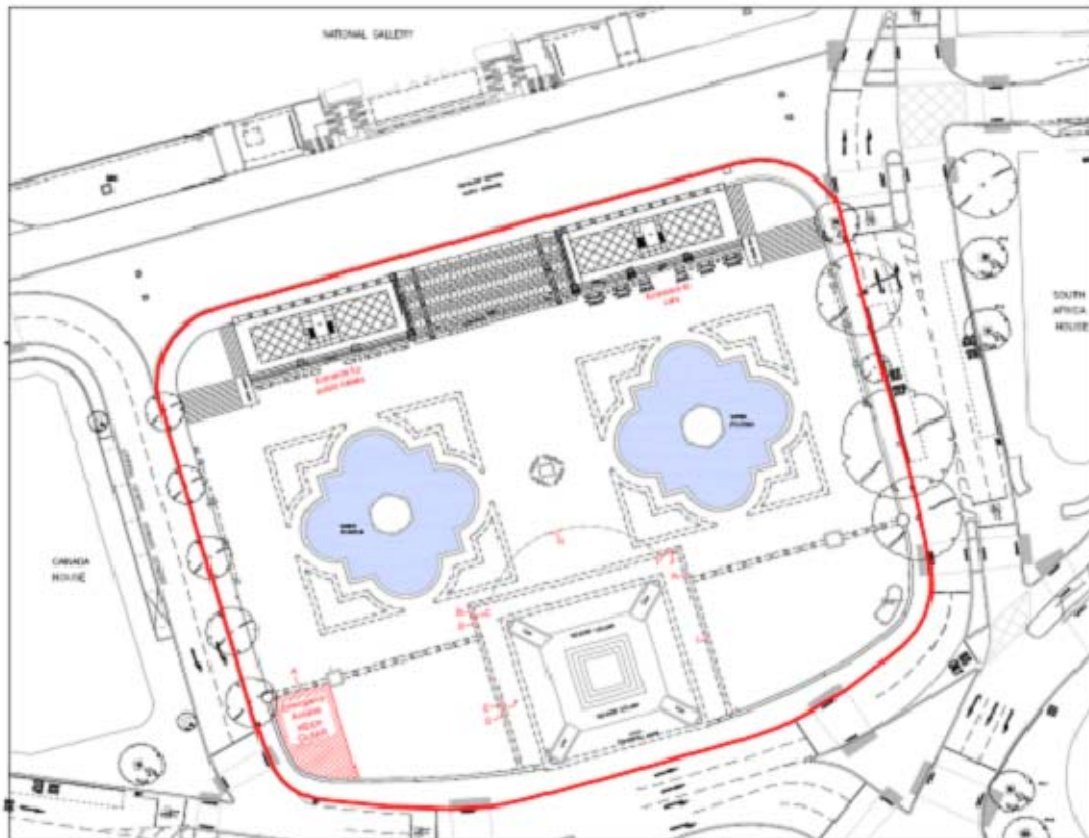
Position:

Organisation:

Date:

Cc GLA's authorised officers

Trafalgar Square Site Plan



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

Any building control approvals for structures must be sought from Westminster City Council.

- 1.12. You shall ensure that the Activity is accessible to people with disabilities as required by the Equality Act 2010.

- 1.13. 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.
- 1.14. 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.
- 1.15. 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.

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.

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.

Schedule 3 – Summary of Trafalgar Square Premises License Conditions

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.

Ruth Phillips

From: Section 40 <Section 40@roh.org.uk>
Sent: 25 June 2018 08:26
To: Trafalgar Square
Cc: Section 40; Section 40
Subject: RE: Urgent for signing: Authorisation - Royal Opera House - Tuesday 26 June 2018
Attachments: TSQ Vehicle Access Schedule Form ROH 26 June 2018 DR1 - FINAL.doc; ROH - Signed Permissions Letter - 26th June 2018 La Boheme.pdf

Dear S 40

Please find attached the signed first 4 pages of the Permissions letter for tomorrow – Tuesday 26th June – ROH BP Big Screen – La Boheme

Please also find attached the completed vehicle movement doc

Thanks and best wishes

S 40

From: Trafalgar Square <TrafalgarSquare@london.gov.uk>
Sent: 22 June 2018 16:57
To: Section 40 <Section 40@roh.org.uk>
Cc: Section 40 <Section 40@london.gov.uk>
Subject: Urgent for signing: Authorisation - Royal Opera House - Tuesday 26 June 2018

Dear S 40,

Attached is the authorisation notice for the **Royal Opera House** on Trafalgar Square this coming **Tuesday 26 June 2018**.

Please note all conditions contained within the letter related to the activity, particularly the conditions/guidance on pages 1 to 4 of the letter. The letter has the final agreed timings and detail.

Check the permissions notice, then sign and return a scanned copy or photograph of the **first 4 pages** of the permission letter to us.

The GLA needs the signed copies returned by **12noon at the latest on Monday 25 June 2018** in order for the GLA to share with Wardens and contractors.

Many thanks

Section 40 | Events & Lettings Officer | Facilities Management
Telephone: 020

GREATER LONDON AUTHORITY
City Hall | The Queen's Walk | London | SE1 2AA
Website www.london.gov.uk/about-us/venue-hire | **Twitter** @LDN_gov |

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#LondonIsOpen

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Bow Street

Authorisation Notice for use of Trafalgar Square ("TS")

The Greater London Authority ("GLA") has agreed to grant the following authorisation ("the Authorisation Notice") for the purposes of byelaw 5 of the Trafalgar Square Byelaws 2012 made under the Greater London Authority Act 1999:

Authorised person(s): Section 40 – Royal Opera House ("the Authorised Person")

Activity: Royal Opera House BP Big Screens ("the Activity")

Date and times: ***Build:** Tuesday 26th June 2018 06.00– 19.00hrs*
***Event:** Tuesday 26th June 2018 19.00 – 23.00hrs*
***Derig:** Tuesday 26th June 2018 23.00hrs – 23.59hrs, Wednesday 27th June 2018 00.00 – 01.30hrs ("the Agreed Period")*

Insurance amount: £10 million Public Liability Insurance ("the Insured Amount")

Number of attendees: 8,000 at any one time ("the Maximum Audience")

Permitted Area: The area of TS outlined in red on the attached site plan ("the Permitted Area")

In consideration of the GLA granting this Authorisation Notice, fees for hire of TS are waived ("the Fee").

You must fully compensate the GLA for costs incurred in respect of cleaning and engineering and as a result of your non-compliance with any of the terms of this Authorisation Notice. The cleaning and engineering costs are estimated as across three events and will be invoiced after the final event:

Cleaning: £9615.16 + VAT

Engineering: £834.48 + VAT

These additional costs will be confirmed after the event and will be recharged to GLA Events for London.

Please note attached terms and conditions 8.1 to 8.4 with regards to charges applicable to the cancellation of the Activity.

This Authorisation Notice is granted subject to the attached terms and conditions and the following special terms and conditions:

1. It is understood that the named and authorised site contact on Trafalgar Square is: **Section 40** on **Section 40**. It is a requirement that the authorised person be on site throughout the event.
2. The authorised site contact should make themselves known to the on-site Heritage Wardens on site. The Heritage Warden's mobile is **Section 40**.
3. SFM are acknowledged as the onsite event security and stewarding.
4. This is a licensable event, and as such the terms and conditions set out in Schedule 3 (1 to 14) apply.
5. All relevant licensing and permissions must be in place, including but not limited to PRS.
6. The maximum sound limit for activities on Trafalgar Square is 79db and directions from GLA Officers or Heritage Wardens must be complied with at all times. The sound must be directed into the main body of the Square and comfortable for all visitors. If Heritage Wardens receive sound complaints or the sound levels impact on the surrounding areas you may be asked to reduce your sound levels, which you must comply with.
7. The Greater London Authority grants permission for providers of activities (as specified in the event plan) for minors on the condition that all activities have the correct and current legal documentation required.
8. All reasonable steps must be taken to ensure that the fabric of Trafalgar Square is not damaged. Infrastructure must have protection underneath and any damage incurred as a result of your event will be charged to the organiser. The authorised person will do a pre-event site check at **07.00hrs on Tuesday 26th June 2018** and a post-event site check in daylight hours with the Heritage Wardens.
9. Working areas during install and de-rig must be stewarded to prevent the crew and public from being at risk from injury, abiding by CDM 2015.
10. Parking permission is granted for vehicles outlined in your vehicle access schedule on the South West corner of Trafalgar Square. Please ensure that you liaise with Heritage Wardens **Section 40** on site on arrival.

11. All vehicle movement onsite must be accompanied by banksmen in hi-viz jackets and be traveling at no more than 5mph. Drip trays must be placed under the engines of all vehicles whilst stationary.
12. You must ensure that waste or cooking oil from food preparation and other areas is not poured into drains and must be taken off site. Sufficient ground protection must be in place to prevent oil being walked out of catering units onto the stone.
13. Permission is granted subject to Westminster Environmental Health approvals for food concessions, units cannot operate until this has taken place. Trading hours 12:00hrs-17.45hrs (or to be decided on the day)
14. Production and all other debris must be removed from site at the end of the event. Any extra cleaning required as a result of the event or build will incur additional costs being incurred by the organiser.
15. You must supply sufficient stewards and first aiders to ensure the safety of attendees and crew and monitor ingress and egress at all points throughout the agreed period.
16. The authorised site contact **Section 40** – Royal Opera House **Section 40** is responsible for ensuring that all the Bliss Events Management Ltd contractors and crew are aware of these Terms and Conditions before coming to Trafalgar Square.

This Authorisation Notice (or a copy of it) must be produced on request to the GLA's officers or the police.

The Authorisation Notice and the attached terms and conditions must be signed with a copy returned to trafalgar.square@london.gov.uk. Authorisation is not confirmed until the GLA acknowledge receipt of the signed documents.

Failure to abide with the terms and conditions of this Authorisation Notice may result in the Authorisation Notice being revoked and your event not being permitted to proceed.

The signed Authorisation Notice should be received by the GLA no later than **12:00hrs on Monday 25 June 2018**.

Yours sincerely

Section 40

Section 40

For and on behalf of the GLA

I hereby accept the terms and conditions of this Authorisation Notice for use of TS.

Signed: Section 40

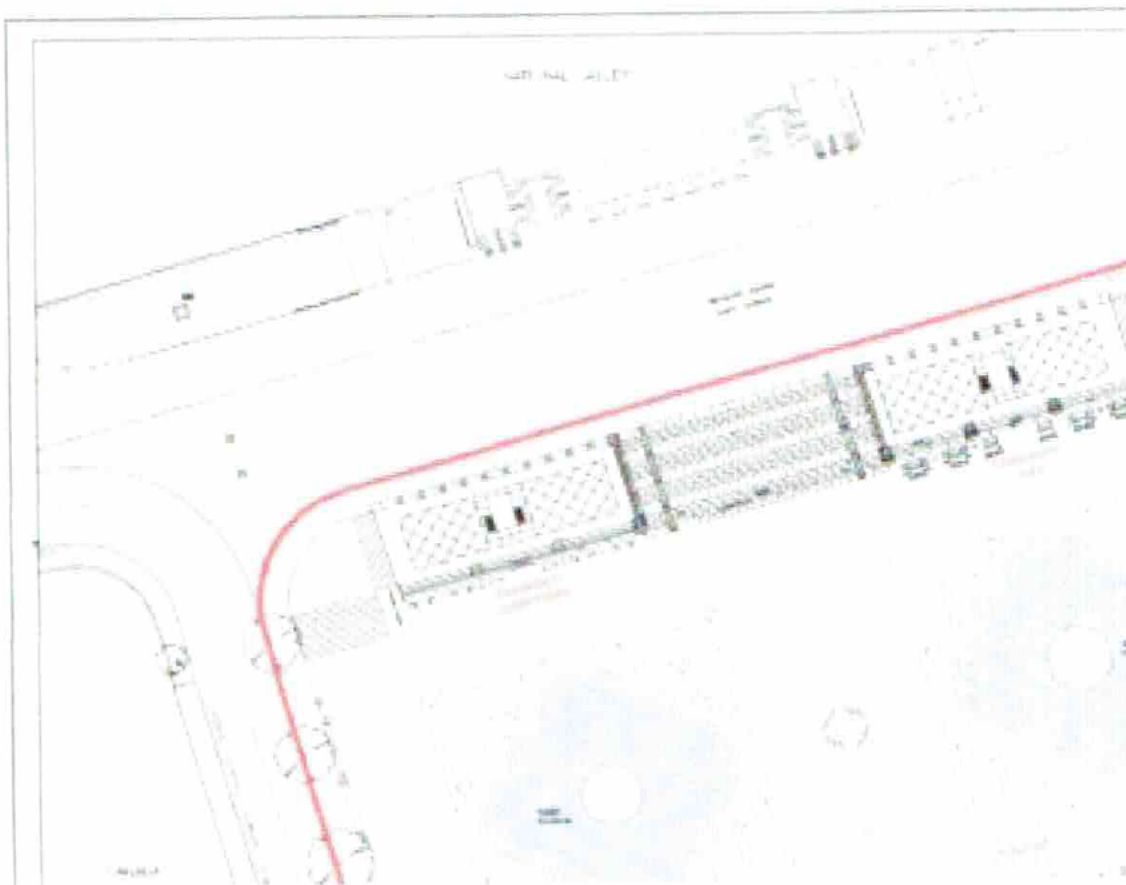
Name:

Position: EVENT MANAGER FOR ROH

Organisation: ROH

Date: 25.6.18

Cc GLA's authorised officers
Trafalgar Square Site Plan



Ruth Phillips

From: Trafalgar Square
Sent: 11 July 2018 11:47
To: [REDACTED]
Cc: Section 40 [REDACTED]; [REDACTED]
Subject: Urgent for signing: Authorisation - Royal Opera House - Thursday 12 July 2018
Attachments: TSQ Authorisation Notice ROH 12th July 2018.doc

Dear S40 ,

Attached is the authorisation notice for the **Royal Opera House** on Trafalgar Square this coming **Thursday 12 July 2018**.

Please note all conditions contained within the letter related to the activity, particularly the conditions/guidance on pages 1 to 4 of the letter. The letter has the final agreed timings and detail.

Check the permissions notice, then sign and return a scanned copy or photograph of the **first 4 pages** of the permission letter to us.

The GLA needs the signed copies returned by **1600hrs at the latest on Wednesday 11 July 2018** in order for the GLA to share with Wardens and contractors.

Many thanks

[REDACTED] | Events & Lettings Officer | Facilities Management
Telephone: 020 5 40 [REDACTED]

GREATER LONDON AUTHORITY
City Hall | The Queen's Walk | London | SE1 2AA
Website www.london.gov.uk/about-us/venue-hire | **Twitter** @LDN_gov |

Section 40
Bow Street
London
WC2E 9DD

Department: Facilities Management

Section 40

Date: 11 July 2018

Authorisation Notice for use of Trafalgar Square ("TS")

The Greater London Authority ("GLA") has agreed to grant the following authorisation ("the Authorisation Notice") for the purposes of byelaw 5 of the Trafalgar Square Byelaws 2012 made under the Greater London Authority Act 1999:

Authorised person(s): Section 40 – Royal Opera House ("the Authorised Person")

Activity: Royal Opera House BP Big Screens ("the Activity")

Date and times:

Build: Thursday 12th July 2018 06.00– 17.00hrs

Event: Thursday 12th July 2018 19.00 – 23.00hrs

Derig: Thursday 12th July 2018 23.00hrs – 23.59hrs, Wednesday 13th July 2018 00.00 – 01.30 ("the Agreed Period")

Insurance amount: £10 million Public Liability Insurance ("the Insured Amount")

Number of attendees: 8,000 at any one time ("the Maximum Audience")

Permitted Area: The area of TS outlined in red on the attached site plan ("the Permitted Area")

In consideration of the GLA granting this Authorisation Notice, fees for hire of TS are waived ("the Fee").

You must fully compensate the GLA for costs incurred in respect of cleaning and engineering and as a result of your non-compliance with any of the terms of this Authorisation Notice. The cleaning and engineering costs are estimated as across three events and will be invoiced after the final event:

Cleaning: £9615.16 + VAT

Engineering: £834.48 + VAT

These additional costs will be confirmed after the event and will be recharged to GLA Events for London.

Please note attached terms and conditions 8.1 to 8.4 with regards to charges applicable to the cancellation of the Activity.

This Authorisation Notice is granted subject to the attached terms and conditions and the following special terms and conditions:

1. It is understood that the named and authorised site contact on Trafalgar Square is: **Section 40** on **Section 40**. It is a requirement that the authorised person be on site throughout the event.
2. The authorised site contact should make themselves known to the on-site Heritage Wardens on site. The Heritage Warden's mobile is **Section 40**.
3. AOS are acknowledged as the onsite event security and stewarding.
4. This is a licensable event, and as such the terms and conditions set out in Schedule 3 (1 to 14) apply.
5. All relevant licensing and permissions must be in place, including but not limited to PRS.
6. The maximum sound limit for activities on Trafalgar Square is 79db and directions from GLA Officers or Heritage Wardens must be complied with at all times. The sound must be directed into the main body of the Square and comfortable for all visitors. If Heritage Wardens receive sound complaints or the sound levels impact on the surrounding areas you may be asked to reduce your sound levels, which you must comply with.
7. The Greater London Authority grants permission for providers of activities (as specified in the event plan) for minors on the condition that all activities have the correct and current legal documentation required.
8. All reasonable steps must be taken to ensure that the fabric of Trafalgar Square is not damaged. Infrastructure must have protection underneath and any damage incurred as a result of your event will be charged to the organiser. The authorised person will do a pre-event site check at **07.00hrs on Thursday 12th July 2018** and a post-event site check in daylight hours with the Heritage Wardens.
9. Working areas during install and de-rig must be stewarded to prevent the crew and public from being at risk from injury, abiding by CDM 2015.
10. Parking permission is granted for vehicles outlined in your vehicle access schedule on the South West corner of Trafalgar Square. Please ensure that you liaise with Heritage Wardens (**Section 40**) on site on arrival.
11. All vehicle movement onsite must be accompanied by banksmen in hi-viz jackets and be traveling at no more than 5mph. Drip trays must be placed under the engines of all vehicles whilst stationary.
12. You must ensure that waste or cooking oil from food preparation and other areas is not poured into drains and must be taken off site. Sufficient ground protection must be in place to prevent oil being walked out of catering units onto the stone.

13. Permission is granted subject to Westminster Environmental Health approvals for food concessions, units cannot operate until this has taken place. Trading hours 12:00hrs-17.45hrs (or to be decided on the day)
14. Production and all other debris must be removed from site at the end of the event. Any extra cleaning required as a result of the event or build will incur additional costs being incurred by the organiser.
15. You must supply sufficient stewards and first aiders to ensure the safety of attendees and crew and monitor ingress and egress at all points throughout the agreed period.
16. The authorised site contact **Section 40** – **Royal Opera House** **Section 40** is responsible for ensuring that all the Bliss Events Management Ltd contractors and crew are aware of these Terms and Conditions before coming to Trafalgar Square.

This Authorisation Notice (or a copy of it) must be produced on request to the GLA's officers or the police.

The Authorisation Notice and the attached terms and conditions must be signed with a copy returned to trafalgar.square@london.gov.uk. Authorisation is not confirmed until the GLA acknowledge receipt of the signed documents.

Failure to abide with the terms and conditions of this Authorisation Notice may result in the Authorisation Notice being revoked and your event not being permitted to proceed.

The signed Authorisation Notice should be received by the GLA no later than **16:00hrs on Wednesday 11 July 2018.**

Yours sincerely

Section 40

Section 40
For and on behalf of the GLA

I hereby accept the terms and conditions of this Authorisation Notice for use of TS.

Signed:

Name:

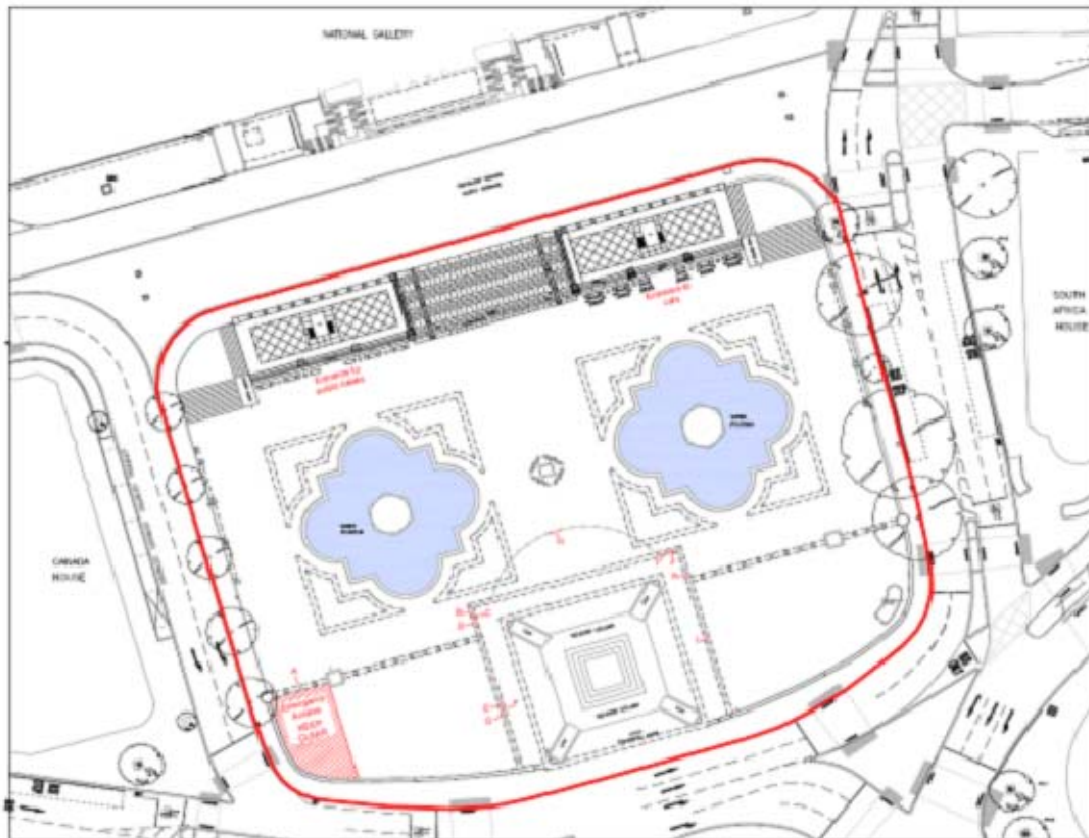
Position:

Organisation:

Date:

Cc GLA's authorised officers

Trafalgar Square Site Plan



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

Any building control approvals for structures must be sought from Westminster City Council.

- 1.12. You shall ensure that the Activity is accessible to people with disabilities as required by the Equality Act 2010.

- 1.13. 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.
- 1.14. 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.
- 1.15. 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.

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.

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.

Schedule 3 – Summary of Trafalgar Square Premises License Conditions

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.

Section 40
Bow Street
London
WC2E 9DD

Department: Facilities Management

Section 40

Date: 11 July 2018

Authorisation Notice for use of Trafalgar Square ("TS")

The Greater London Authority ("GLA") has agreed to grant the following authorisation ("the Authorisation Notice") for the purposes of byelaw 5 of the Trafalgar Square Byelaws 2012 made under the Greater London Authority Act 1999:

Authorised person(s): Section 40 – Royal Opera House ("the Authorised Person")

Activity: Royal Opera House BP Big Screens ("the Activity")

Date and times:

Build: Thursday 12th July 2018 06.00– 17.00hrs

Event: Thursday 12th July 2018 19.00 – 23.00hrs

Derig: Thursday 12th July 2018 23.00hrs – 23.59hrs, Wednesday 13th July 2018 00.00 – 01.30 ("the Agreed Period")

Insurance amount: £10 million Public Liability Insurance ("the Insured Amount")

Number of attendees: 8,000 at any one time ("the Maximum Audience")

Permitted Area: The area of TS outlined in red on the attached site plan ("the Permitted Area")

In consideration of the GLA granting this Authorisation Notice, fees for hire of TS are waived ("the Fee").

You must fully compensate the GLA for costs incurred in respect of cleaning and engineering and as a result of your non-compliance with any of the terms of this Authorisation Notice. The cleaning and engineering costs are estimated as across three events and will be invoiced after the final event:

Cleaning: £9615.16 + VAT

Engineering: £834.48 + VAT

These additional costs will be confirmed after the event and will be recharged to GLA Events for London.

Please note attached terms and conditions 8.1 to 8.4 with regards to charges applicable to the cancellation of the Activity.

This Authorisation Notice is granted subject to the attached terms and conditions and the following special terms and conditions:

1. It is understood that the named and authorised site contact on Trafalgar Square is: **Section 40** on **Section 40** It is a requirement that the authorised person be on site throughout the event.
2. The authorised site contact should make themselves known to the on-site Heritage Wardens on site. The Heritage Warden's mobile is **Section 40**.
3. AOS are acknowledged as the onsite event security and stewarding.
4. This is a licensable event, and as such the terms and conditions set out in Schedule 3 (1 to 14) apply.
5. All relevant licensing and permissions must be in place, including but not limited to PRS.
6. The maximum sound limit for activities on Trafalgar Square is 79db and directions from GLA Officers or Heritage Wardens must be complied with at all times. The sound must be directed into the main body of the Square and comfortable for all visitors. If Heritage Wardens receive sound complaints or the sound levels impact on the surrounding areas you may be asked to reduce your sound levels, which you must comply with.
7. The Greater London Authority grants permission for providers of activities (as specified in the event plan) for minors on the condition that all activities have the correct and current legal documentation required.
8. All reasonable steps must be taken to ensure that the fabric of Trafalgar Square is not damaged. Infrastructure must have protection underneath and any damage incurred as a result of your event will be charged to the organiser. The authorised person will do a pre-event site check at **07.00hrs on Thursday 12th July 2018** and a post-event site check in daylight hours with the Heritage Wardens.
9. Working areas during install and de-rig must be stewarded to prevent the crew and public from being at risk from injury, abiding by CDM 2015.
10. Parking permission is granted for vehicles outlined in your vehicle access schedule on the South West corner of Trafalgar Square. Please ensure that you liaise with Heritage Wardens (**Section 40**) on site on arrival.
11. All vehicle movement onsite must be accompanied by banksmen in hi-viz jackets and be traveling at no more than 5mph. Drip trays must be placed under the engines of all vehicles whilst stationary.
12. You must ensure that waste or cooking oil from food preparation and other areas is not poured into drains and must be taken off site. Sufficient ground protection must be in place to prevent oil being walked out of catering units onto the stone.

13. Permission is granted subject to Westminster Environmental Health approvals for food concessions, units cannot operate until this has taken place. Trading hours 12:00hrs-17.45hrs (or to be decided on the day)
14. Production and all other debris must be removed from site at the end of the event. Any extra cleaning required as a result of the event or build will incur additional costs being incurred by the organiser.
15. You must supply sufficient stewards and first aiders to ensure the safety of attendees and crew and monitor ingress and egress at all points throughout the agreed period.
16. The authorised site contact **Section 40** – **Royal Opera House** **Section 40** is responsible for ensuring that all the Bliss Events Management Ltd contractors and crew are aware of these Terms and Conditions before coming to Trafalgar Square.

This Authorisation Notice (or a copy of it) must be produced on request to the GLA's officers or the police.

The Authorisation Notice and the attached terms and conditions must be signed with a copy returned to trafalgar.square@london.gov.uk. Authorisation is not confirmed until the GLA acknowledge receipt of the signed documents.

Failure to abide with the terms and conditions of this Authorisation Notice may result in the Authorisation Notice being revoked and your event not being permitted to proceed.

The signed Authorisation Notice should be received by the GLA no later than **16:00hrs on Wednesday 11 July 2018.**

Yours sincerely

Section 40

Section 40

For and on behalf of the GLA

I hereby accept the terms and conditions of this Authorisation Notice for use of TS.

Signed:

Name:

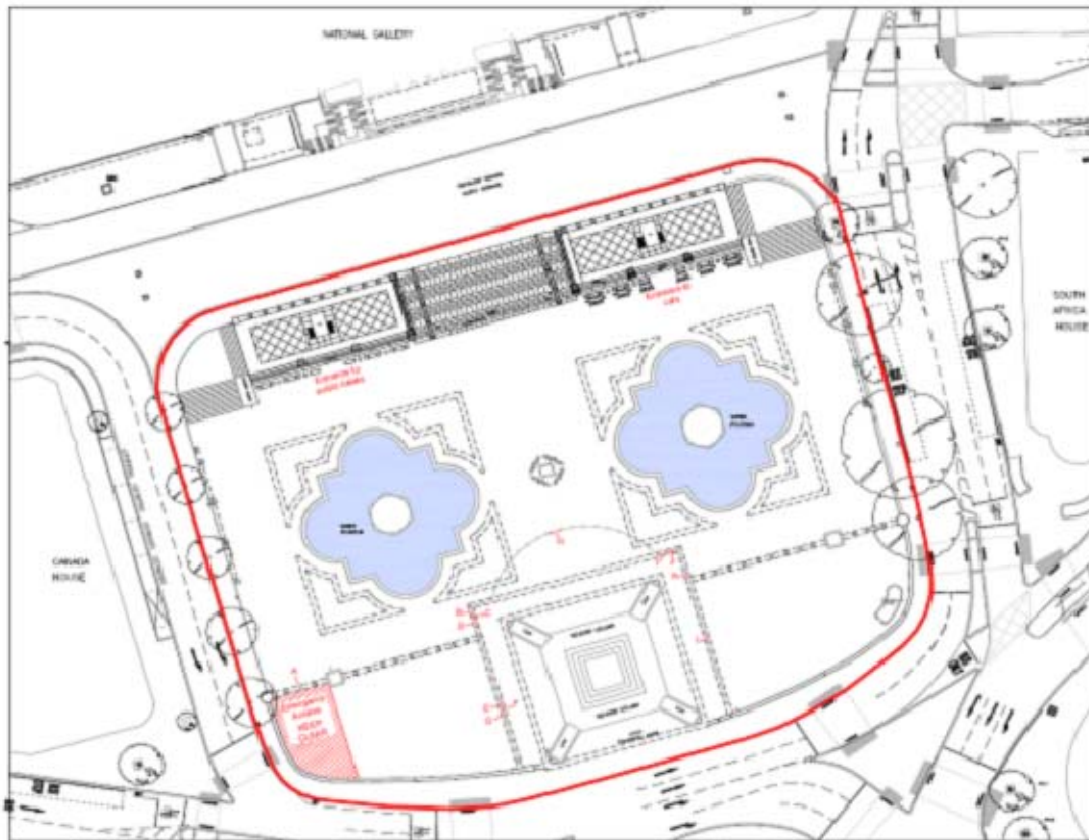
Position:

Organisation:

Date:

Cc GLA's authorised officers

Trafalgar Square Site Plan



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

Any building control approvals for structures must be sought from Westminster City Council.

- 1.12. You shall ensure that the Activity is accessible to people with disabilities as required by the Equality Act 2010.

- 1.13. 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.
- 1.14. 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.
- 1.15. 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.

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.

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 }
hereunto affixed in the presence of:- }

Name: John Penrose MP

Title: Minister for Tourism and Heritage

Date: 27th March 2012

Addem:

Schedule 3 – Summary of Trafalgar Square Premises License Conditions

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.



City of Westminster

Reference ID: 32391
Company Name: Royal Opera House
Name of Event: BP Big Screens: Swan Lake
Date(s) of Event: 12th June 2018
Time(s) of Event: 17:00hrs – 22:30hrs
Location(s) of Event: Trafalgar Square (GLA) and North Terrace (WCC)

City Promotions, Events and Filming
Policy, Performance and Communications
Westminster City Council,
5 Strand,
London WC2N 5HR

This matter is being dealt with by:

Tel: [REDACTED]

E-mail: [REDACTED]

Date: 11/06/2018

Dear [REDACTED]

This Document

This letter represents a 'no objection' from the City Council to allow the proposed 'activities' contained within this event.

This letter is not a contract with the City Council, but constitutes a summary of all key matters discussed by email.

The conditions set out below are those acceptable to the City Council in allowing an obstruction to the public highway, upon being satisfied that reasonable event planning measures are in place.

There is no exclusive right to occupancy of public highways and any restrictions on movement or entry to streets are based upon the email discussions.

We confirm that the City Council offers no objection to your proposals, subject to the terms outlined below.

Event Area

This is the area that we expect measures of control and influence by the event organiser to be apparent.

The event area is on the public highway on the **North Terrace of Trafalgar Square**.

The defined event activities covered in this letter and described on the written plans:

- **Live broadcast of Swan Lake from the Royal Opera House, between 19:30hrs – 22:30hrs.**
- **Temporary seating located on the North Terrace, with suitable ground protection measures taken.**
- **Audience members are able to bring their own food and drink, which will be decanted into plastic containers.**
- **Temporary structures licence granted.**

The streets surrounding the 'Event Area' remain under the day to day management of the Metropolitan Police Service, Transport for London and Westminster City Council.



Trafalgar Square North Terrace Conditions

1. You ensure a **minimum of 7 meters clear access** is maintained at all times between the infrastructure positioned on the North Terrace of Trafalgar Square and the National Gallery steps/wall.
2. Any vehicles requiring access to the North Terrace of Trafalgar Square during build, event activity and/or de-rig, have been agreed in advance of the event with the assigned City Promotions, Events and Filming Officer
3. Any infrastructure placed on the North Terrace of Trafalgar Square, during build, event and/or de-rig, has been agreed in advance with the assigned City Promotions, Events and Filming Officer.
4. You ensure suitable protective matting/track way will be laid to protect the large flagstones from damage caused by vehicles or infrastructure.
5. Any trading taking place on the North Terrace of Trafalgar Square is suitably licensed and a Temporary Street Trading License has been issued for the activity.
6. Trading on the North Terrace is for dry goods only; no food or drink items and absolutely no cooking or reheating.
7. It is recommended that you take images of the area before and after your activity in case of any damage or accusations of damage.

Principal Conditions

8. There being no objection from the Westminster Police Special Events Team at West End Central Police Station on email: [REDACTED] or tel: [REDACTED] and you comply with any conditions they may wish to impose.
9. You ensure that all of your contractors and activities adhere to statutory requirements, qualifications and HSE guidance, and your event is safe and compliant.
10. You notify all affected frontages of the proposals, including:
 - restrictions of access including times
 - organiser's contact details to manage comment, objections, reasonable representations and access arrangements
 - a brief description of the reason for the events and the beneficiaries
 - a brief description of the proposed event

Noise Nuisance

11. Noise levels shall comply with our local by-laws.
12. In the event of any complaint received by the City Council or the Metropolitan Police, concerning the noise generated during the operation, you will comply with any request made by City Council or Metropolitan Police officers to reduce the volume of the system to an acceptable level or cease the noise making activity.
13. The organisers contact details have been forwarded to the Noise team in case any complaints are received.



Equipment and Effects

14. All barriers and infrastructure shall be provided by you as the organiser of the event, within the 'Event Area'.
15. Lighting must not at any time project over the the public highway - with or without moving traffic.

Visitor (Crowd) Management

16. That sufficient SIA Licensed Stewards be employed to manage, guests and spectators.

Media Management

17. Provision shall be made for media and public communications on site.
18. Uninvited photographers attending your event must be managed by the stewards.

Insurances and Costs

19. No damage shall be caused to the public highway or street furniture. If any damage can be proved to have occurred as a direct result of the planned event – whether by your action or inaction, or by member(s) of the public you have invited into the 'Event Area' – the organisers shall be responsible for the reasonable cost of reinstatement works and for the immediate temporary protection measures to make the damaged area safe. Evidence from the City Council or MPS shall indicate reasonable proof, which includes digital still or video photography.
20. You must indemnify the Council against claims or proceedings arising directly in respect of any injury to persons or damage to property because of your event and activities that take place on the public highway.
21. The organisers must have public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in respect of any one accident or series of accidents arising out of the above event.
22. You must indemnify the City Council against claims for loss of earnings, or other such monetary claims resulting directly from the event activities.
23. All costs for staging and carrying out the proposal shall be borne by the organiser. Most especially, but not exclusively this will include infrastructure such as barriers, and stewards.

Contracts

24. This letter of no objection to your proposals is not a contract with the City Council.

Event Organiser's Duty of Care

To help ensure a safe, successful event it is your responsibility to advise any contractors of any conditions contained in this letter that may be relevant to their operations.

Unforeseen Circumstances

In the event of circumstances of national or international relevance taking place that are outside the reasonable control of the Council – for example, unplanned State or Royal occasions – the organiser accepts that the event described in this letter of conditions may be canceled without notice. The Council will not be liable for any form of compensation or claim from the organiser should this occur.



City of Westminster

The content of this letter refers solely to the proposed event during the aforementioned date, and to the addressee alone. The conditions and indications are not transferable to any other party by assignment, sale or transfer to a third party company. If any such attempt is made, or subsequently discovered, then all permissions, indications and conditions, including all those noted in discussion to date, are withdrawn.

The objectives, views and opinions expressed by an event and its participants are solely those of the original authors and other contributors, and do not represent the views of Westminster City Council.

Westminster City Council works with organisers to discharge its own statutory duties: provide a coordinated view of the City and help organisers to ensure their on street activities are safe and successful.

Any decisions or actions taken by the council in respect of this function should not be construed as support or opposition to any cause, opinion, person or group.

Yours sincerely,

[Redacted Signature]

City Promotions, Events and Filming



City of Westminster

Reference ID: 32392
Company Name: Royal Opera House
Name of Event: BP Big Screens: La Boheme
Date(s) of Event: 26th June 2018
Time(s) of Event: 17:00hrs – 22:30hrs
Location(s) of Event: Trafalgar Square (GLA) and North Terrace (WCC)

City Promotions, Events and Filming
Policy, Performance and Communications
Westminster City Council,
5 Strand,
London WC2N 5HR

This matter is being dealt with by:

Tel: [REDACTED]

E-mail: [REDACTED]

Date: 20/06/2018

Dear [REDACTED]

This Document

This letter represents a 'no objection' from the City Council to allow the proposed 'activities' contained within this event.

This letter is not a contract with the City Council, but constitutes a summary of all key matters discussed by email.

The conditions set out below are those acceptable to the City Council in allowing an obstruction to the public highway, upon being satisfied that reasonable event planning measures are in place.

There is no exclusive right to occupancy of public highways and any restrictions on movement or entry to streets are based upon the email discussions.

We confirm that the City Council offers no objection to your proposals, subject to the terms outlined below.

Event Area

This is the area that we expect measures of control and influence by the event organiser to be apparent.

The event area is on the public highway on the **North Terrace of Trafalgar Square**.

The defined event activities covered in this letter and described on the written plans:

- **Live broadcast of La Boheme from the Royal Opera House, between 19:30hrs – 22:30hrs.**
- **Temporary seating located on the North Terrace, with suitable ground protection measures taken.**
- **Audience members are able to bring their own food and drink, which will be decanted into plastic containers.**
- **Temporary structures licence granted.**

The streets surrounding the 'Event Area' remain under the day-to-day management of the Metropolitan Police Service, Transport for London and Westminster City Council.



Trafalgar Square North Terrace Conditions

1. You ensure a **minimum of 7 meters clear access** is maintained at all times between the infrastructure positioned on the North Terrace of Trafalgar Square and the National Gallery steps/wall.
2. Any vehicles requiring access to the North Terrace of Trafalgar Square during build, event activity and/or de-rig, have been agreed in advance of the event with the assigned City Promotions, Events and Filming Officer
3. Any infrastructure placed on the North Terrace of Trafalgar Square, during build, event and/or de-rig, has been agreed in advance with the assigned City Promotions, Events and Filming Officer.
4. You ensure suitable protective matting/track way will be laid to protect the large flagstones from damage caused by vehicles or infrastructure.
5. Any trading taking place on the North Terrace of Trafalgar Square is suitably licensed and a Temporary Street Trading License has been issued for the activity.
6. Trading on the North Terrace is for dry goods only; no food or drink items and absolutely no cooking or reheating.
7. It is recommended that you take images of the area before and after your activity in case of any damage or accusations of damage.

Principal Conditions

8. There being no objection from the Westminster Police Special Events Team at West End Central Police Station on email: [REDACTED] or tel: [REDACTED] and you comply with any conditions they may wish to impose.
9. You ensure that all of your contractors and activities adhere to statutory requirements, qualifications and HSE guidance, and your event is safe and compliant.
10. You notify all affected frontages of the proposals, including:
 - restrictions of access including times
 - organiser's contact details to manage comment, objections, reasonable representations and access arrangements
 - a brief description of the reason for the events and the beneficiaries
 - a brief description of the proposed event

Noise Nuisance

11. Noise levels shall comply with our local by-laws.
12. In the event of any complaint received by the City Council or the Metropolitan Police, concerning the noise generated during the operation, you will comply with any request made by City Council or Metropolitan Police officers to reduce the volume of the system to an acceptable level or cease the noise making activity.
13. The organisers contact details have been forwarded to the Noise team in case any complaints are received.



Equipment and Effects

14. All barriers and infrastructure shall be provided by you as the organiser of the event, within the 'Event Area'.
15. Lighting must not at any time project over the the public highway - with or without moving traffic.

Visitor (Crowd) Management

16. That sufficient SIA Licensed Stewards be employed to manage, guests and spectators.

Media Management

17. Provision shall be made for media and public communications on site.
18. Uninvited photographers attending your event must be managed by the stewards.

Insurances and Costs

19. No damage shall be caused to the public highway or street furniture. If any damage can be proved to have occurred as a direct result of the planned event – whether by your action or inaction, or by member(s) of the public you have invited into the 'Event Area' – the organisers shall be responsible for the reasonable cost of reinstatement works and for the immediate temporary protection measures to make the damaged area safe. Evidence from the City Council or MPS shall indicate reasonable proof, which includes digital still or video photography.
20. You must indemnify the Council against claims or proceedings arising directly in respect of any injury to persons or damage to property because of your event and activities that take place on the public highway.
21. The organisers must have public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in respect of any one accident or series of accidents arising out of the above event.
22. You must indemnify the City Council against claims for loss of earnings, or other such monetary claims resulting directly from the event activities.
23. All costs for staging and carrying out the proposal shall be borne by the organiser. Most especially, but not exclusively this will include infrastructure such as barriers, and stewards.

Contracts

24. This letter of no objection to your proposals is not a contract with the City Council.

Event Organiser's Duty of Care

To help ensure a safe, successful event it is your responsibility to advise any contractors of any conditions contained in this letter that may be relevant to their operations.

Unforeseen Circumstances

In the event of circumstances of national or international relevance taking place that are outside the reasonable control of the Council – for example, unplanned State or Royal occasions – the organiser accepts that the event described in this letter of conditions may be cancelled without notice. The Council will not be liable for any form of compensation or claim from the organiser should this occur.



City of Westminster

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The objectives, views and opinions expressed by an event and its participants are solely those of the original authors and other contributors, and do not represent the views of Westminster City Council.

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Any decisions or actions taken by the council in respect of this function should not be construed as support or opposition to any cause, opinion, person or group.

Yours sincerely,

[Redacted signature]

City Promotions, Events and Filming



City of Westminster

Reference ID: 32393
Company Name: Royal Opera House
Name of Event: BP Big Screens: Don Giovanni
Date(s) of Event: 12th July 2018
Time(s) of Event: 17:00hrs – 22:30hrs
Location(s) of Event: Trafalgar Square (GLA) and North Terrace (WCC)

City Promotions, Events and Filming
Policy, Performance and Communications
Westminster City Council,
5 Strand,
London WC2N 5HR

This matter is being dealt with by:

Tel: [REDACTED]

E-mail: [REDACTED]

Date: 20/06/2018

Dear [REDACTED]

This Document

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Any decisions or actions taken by the council in respect of this function should not be construed as support or opposition to any cause, opinion, person or group.

Yours sincerely,

[Redacted Signature]

City Promotions, Events and Filming

Ruth Phillips

From: Section 40-personal data [redacted]@westminster.gov.uk>
Sent: 09 March 2018 15:22
To: [redacted]
Cc: Section 40 [redacted]
Subject: RE: ROH Screenings

Hi [redacted],

Thanks for your email, and thanks to [redacted] for putting us in contact.

If you could send over that information at your earliest convenience, it'd be great to get the ball rolling and make sure everything's sorted in good time.

Should you wish to give me a call to discuss anything, my direct line is 020 [redacted].

Kind regards,

Section 40 [redacted]

Westminster City Council
5 The Strand
London
WC2N 5HR

Tel: 020 [redacted]
www.westminster.gov.uk/events-filming



Please don't print this e-mail unless you really need to.

Have you checked whether any crane operations / road works may affect your filming / event in Westminster? Please call Tel: **+44 (0)20 7641 2000** for areas which are **NOT** on **TfL RED Routes**. For those which are please call TfL on Tel: **+44 (0)20 7960 4044** or e-mail: streetworkscentral@tfl.gov.uk. Additionally, you can make use of TfL's searchable [London Works](http://londonworks.tfl.gov.uk) website, which is regularly updated with permitted works information.

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From: [redacted] [mailto:[redacted]@roh.org.uk]
Sent: 09 March 2018 15:13

To: Section 40 <[REDACTED]>@london.gov.uk>; Section 40 [REDACTED]>@westminster.gov.uk>; S.40 [REDACTED]>@roh.org.uk>
Cc: [REDACTED]>@westminster.gov.uk>
Subject: RE: ROH Screenings

Thanks S.40 and Hi S.40

We will get you some details early next week relating to the suitability of the content we plan to relay from the Royal Opera House to the Big Screen, we will also get you some examples of the kind of pre-recorded content we plan to use in the lead up to the transmission and during the intervals

We will also provide a list of the goods given away to the public by BP

We are going to clarify the capacity calculation and the method by which we will evacuate the square. We will then update the ESMP and submit an application for the use of the North Terrace once we have agreed any amendments with the GLA

In the meantime do please email or call if there are any other areas you would like to discuss

Best wishes

S.40

Section 40 [REDACTED]

BP Big Screens
Royal Opera House
Covent Garden, London WC2E 9DD
Telephone: +44 [REDACTED] Section 40

Website: www.roh.org.uk
YouTube: www.youtube.com/royaloperahouse
Facebook: www.facebook.com/royaloperahouse
Twitter: [@royaloperahouse](https://twitter.com/royaloperahouse)

Royal Opera House Covent Garden Foundation – a charitable company limited by guarantee
Registered in England No. 480523 | Registered Charity No 211775 | Please consider the environment before printing this email

From: Section 40 [REDACTED]>@london.gov.uk>
Sent: 08 March 2018 13:37
To: [REDACTED]>@westminster.gov.uk>; Section 40 [REDACTED]>@roh.org.uk>; Section 40 [REDACTED]>@roh.org.uk>
<[REDACTED]>@roh.org.uk>
Cc: Section 40 [REDACTED]>@westminster.gov.uk>
Subject: ROH Screenings

Hi [REDACTED],

Hope you are well. Following the LOSPG meeting today, your colleagues at Westminster asked me to connect you with S.40 and S.40 who are the organisers for the Royal Opera House Screenings.

A few licensing elements were discussed:

- Age of content being shown on screens
- Pre-recorded content for screens
- Goods being shared by sponsor (BP)

- It was mentioned there were other licensing considerations that would be discussed outside of the meeting

I will leave you to discuss further. Please feel free to keep me in copy on anything you deem necessary.

Best wishes,

S.40

Section 40 | Section 40 | Events for London | External Relations
Greater London Authority | City Hall | The Queen's Walk | London | SE1 2AA
Tel: 020 7983 S.40 | Mobile: Section 40

If you're not on the electoral register, you won't be able to vote in local authority elections this May. You must have registered to have your say. Find out more at <https://www.yourvotematters.co.uk/>

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Westminster City Council switchboard: +44 20 7641 6000.
www.westminster.gov.uk

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Ruth Phillips

From: Section 40 [redacted]@roh.org.uk>
Sent: 29 May 2018 13:03
To: Section 40 [redacted]
Cc: [redacted]
Subject: BP Audience Giveaways
Attachments: MyCape Presentation .pdf

Hi All

As promised, please find below the information from BP regarding the biodegradability of the items they are providing for the audience at the BP Big Screens

Ponchos - biodegradable info see attached

Cushions – are made with EcoPure® Plastic Additives

- . **Maintains the Strength of the Plastic:** EcoPure® plastic additives are designed to start the plastic biodegradation process* only after reacting with microbes found in landfills. That means EcoPure® treated plastics are just as strong as non-treated plastic. The only difference is that the material will biodegrade* in a landfill much quicker than untreated plastics.
- . **Is Thoroughly Tested and Proven:** EcoPure® additives are tested using the ASTM D5511 test method and proven to biodegrade* plastic at a highly accelerated rate.
- . **Is Highly Versatile:** EcoPure® can be used in a variety of plastic applications. From disposable single use products to custom engineered durable goods, we have an additive that will work specifically for your plastic products. We also offer custom engineering to meet the unique needs of your plastic product or application if needed.

Carafs - they are made from 100% PET, including the lids. PET is very common now and is very easy to recycle as there are many facilities in London that are set up to do this.

https://en.wikipedia.org/wiki/PET_bottle_recycling

Thanks and best

S.40

S.40

On 25 May 2018 at 11:34 Section 40 <S.40 [redacted]@roh.org.uk> wrote:

I'm sure we can work something out for a 24,31,38 pick-up S40 – just keep me posted on your schedule – and I'm just copying the team to remind us all that we need a trolley to move the left over goodies to the SW corner for pick up

Best

S.40

From: Section 40 [REDACTED] S.40
Sent: 25 May 2018 11:25
To: S.40 [REDACTED] <[REDACTED]@roh.org.uk>; [REDACTED] <[REDACTED]@roh.org.uk>
Cc: [REDACTED] <[REDACTED]@roh.org.uk>; [REDACTED] <[REDACTED]@roh.org.uk>; [REDACTED]
<[REDACTED]@roh.org.uk>; [REDACTED] <[REDACTED]@roh.org.uk>
Subject: RE: BP GOODIES

Thanks S.40 - Bio will follow

van collection we have normally come into the Square S.24, S.31(1)(a), S.38(1)(b)
[REDACTED] - so this is a change - we can bring it forward - I don't want to go any later as
we have to go back to Ashford in Kent and there is a knock on effect on driver hours

S.40

On 25 May 2018 at 11:14 S.40 [REDACTED] <S.40 [REDACTED]@roh.org.uk> wrote:

Hi S.40

Good to hear from you and please see below in Blue from me

Very best

S.40

From: Section 40 [REDACTED] <Section 40 [REDACTED]>
Sent: 25 May 2018 10:37
To: Section 40 [REDACTED] <[REDACTED]@roh.org.uk>; [REDACTED]
<[REDACTED]@roh.org.uk>
Cc: [REDACTED] <[REDACTED]@roh.org.uk>
Subject: BP GOODIES

hello all

Section 40 [REDACTED]
[REDACTED]

As he was away I don't have all the venue information that he and I talked about, but provided I get this by the end of next week it should not be a problem.

LONDON VENUES - We are willing to cover Trafalgar Square, The Scoop, Canary Wharf and Hammersmith - the latter three with ponchos TS with cushions and jugs as well. All are biodegradable.

Thanks S.40, noted that all are biodegradable which will please the GLA – S.40 thought that some wording might exist that gave the detail of the biodegradable material – if it does and you could send me something that would make the GLA even happier!

Van one - will drop at Trafalgar Square S.24, S.31(1)(a), S.38(1)(b) (S.40 that OK with you?) That's fine – I've added it to the schedule

Van two will cover the other venues S.24, S.31(1)(a), S.38(1)(b). I will need access details (how does a van get to the Scoop?) and contact details when S.40 is back

Collection - we are trying to keep costs to a minimum and the plan is that a van (will be the T Sq driver) will collect from S.24, S.31(1)(a), S.38(1)(b)

- is this too late? Also fine – there might be a slight pause in getting onto the Square at that point –

S.24, S.31(1)(a), S.38(1)(b)

– from past experience, do you know what sort of volume of kit will be leaving the Square – we can try and get it boxed up ready for a quick pick up if you don't want any to be available for the audience as they leave the square?

Obviously this is all weight dependent and I may need to review after the ballet

All best

S.40

Section 40

020 Section 40 Section 40

Section 40

Tel 020 Section 40 Mob Section 40

Section 40

Tel 020 Section 40 Mob Section 40

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Mycape is cost effective, and is made from a plastic which eventually biodegrades to drastically reduce waste and environmental impact.

So how does it work? It is made with an additive that triggers environmentally-safe degradation and eventual biodegradation of the plastic when exposed to UV light, heat or mechanical stress after disposal. Its presence in landfill is reduced to water, CO₂ and biomass, (the carbon source on which cells of microorganisms such as fungi and bacteria grow during the process of biodegradation).

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MyCape

