

GREATERLONDONAUTHORITY

Application for public meetings, demonstrations and rallies in Parliament Square Garden

This document is an application form and does not confer permission. Advertising or promotion of activity in any form is not permissible until approval has been given. Permission is granted at the discretion of the Greater London Authority.

Applications cannot be made more than 6 months in advance; organisers may not have any more than one application, for Parliament Square Gardens or Trafalgar Square, pending in the same period. Applications operate on a first come, first served basis and should be submitted at least 7 days before the activity but please note that the GLA may take up to 21 days from receipt to determine an application. Final approval will only be granted once full details requested by the GLA are provided. Please note that only one public meeting will be allowed per day and Trafalgar Square and Parliament Square Gardens cannot be booked for the same organisation on the same day.

Name of organiser [REDACTED]		Tel No. (required) [REDACTED]
Name of organisation [REDACTED]		Mobile No. [REDACTED]
Address: [REDACTED]		Email (required) [REDACTED] Fax No.
Company reg. Number If you are a registered Charity please provide the charity number		
PO Number (required for invoice purposes)		Name of on-site contact (required) Yanny Bruere Mobile No (required) [REDACTED]
Invoice address (if different) Please note a P.O. Box address is not valid for invoice purposes. [REDACTED]		

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Date of activity:	01/09/2018
Timings including set-up and De-rig <i>The activity must not last longer than 3 hours and must be during daylight hours.</i>	09.00=17.00
How many people do you expect to attend?	1500-2000
Please provide details of stewarding arrangements. Please continue on a separate page if necessary. Stewards and security will be hired in accordance with regulations (all certified stewards and security). There will be 1 steward per X (statutory figure) amount of persons at event.	
Do you wish to end a march at the Square or will your event be confined to the Square?	<input type="checkbox"/> <i>March</i> <input checked="" type="checkbox"/> <i>No march</i>
If a march please confirm route. Please also provide details of police contact	

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Amplified noise equipment

The Police Reform and Social Responsibility Act 2011 provides that permission must be sought from the GLA for operation of amplified noise equipment in Parliament Square Garden. Please set out details below of any amplified noise equipment, such as loudspeakers or loudhailers, that you propose to use in Parliament Square including:

- **Type of amplified noise equipment**
- **Noise level**
- **Duration**

N/A. / There is a separate application that has gone to Westminster council to have a stage on St Margaret's church.

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Detailed description of activity

Please give a full description with as much detail as you have. You **MUST** include the following details or reason(s) as to why they are not available or your application will be rejected and you will be instructed to reapply:

- **Purpose of the activity proposed**
- **Any equipment to be used**
- **Details of any potential celebrity/ VIP attendance**
- **Description of any activities where children may be performing**
- **Annotated site plan on next page**
- **Management plan**

Activities requiring a licence under the Licensing Act 2003 will not be permitted in Parliament Square Garden. The GLA reserves the right to amend or refuse certain activities within your event.

Activities that could impact on the general maintenance of the Venue may require a specific assessment prior to approval being granted.

Please use additional sheets where needed.

The main event will be the unveiling of a 9m balloon that will be flown by specialist handlers from the balloon company.

Equipment- Helium gas cannisters to be used by the balloon company, there will be barriers around this area prohibiting the public from being in close proximity.

Management plan to be provided separately.

VIP attendance is unknown at the point of this application.

No children to be involved/performing.

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Please tick below which equipment you will be bringing onto the Venue:

☐ Billboards/placards *Details of any proposed banners to be attached to any part of the venue must be agreed before your activity.*

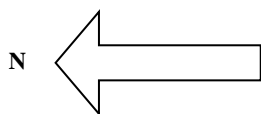
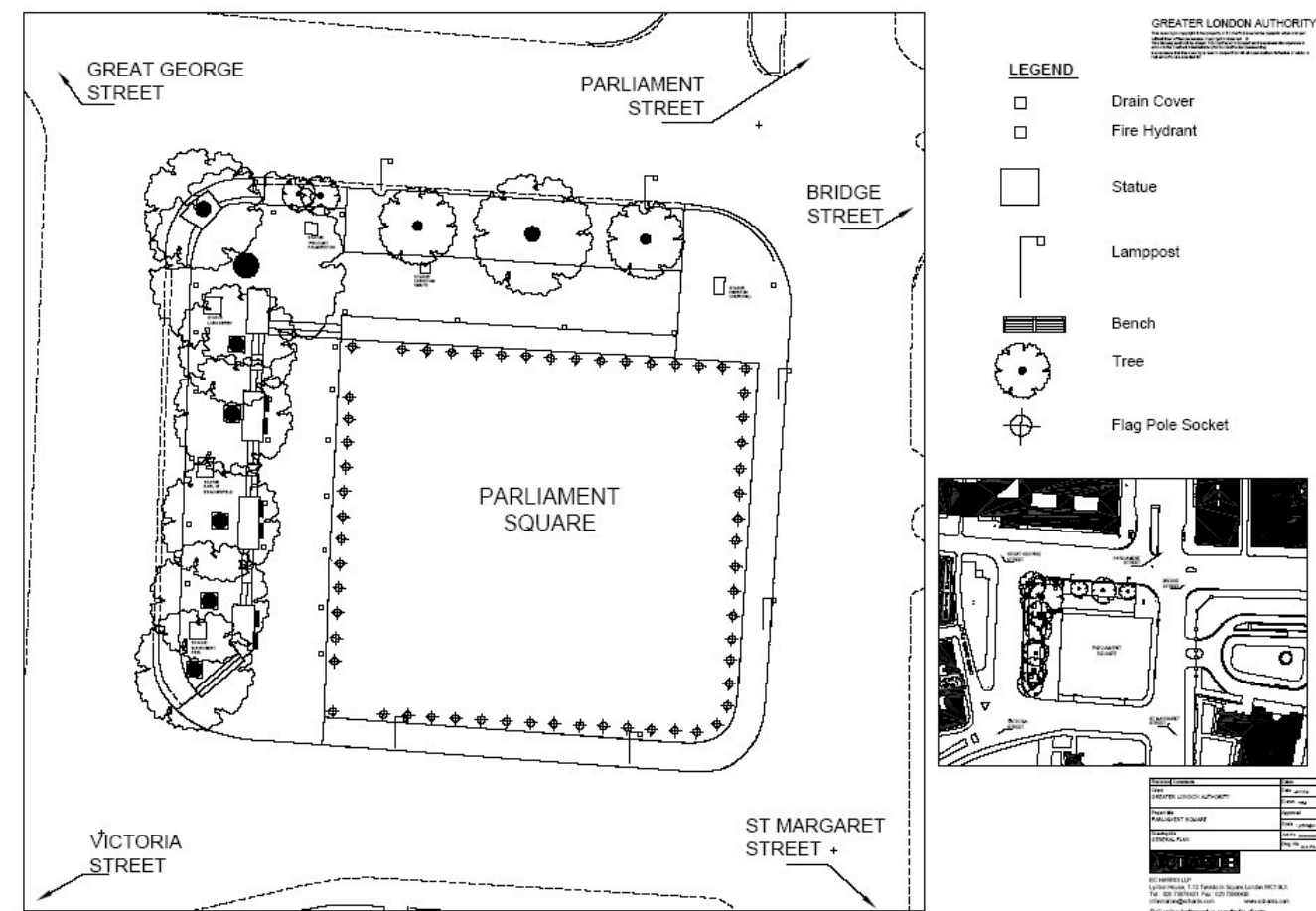
☒ Barriers

☐ Lights *Due to roads around Parliament Square Gardens no light sources may be directed into traffic. Any lighting source must be approved by GLA.*

Other:

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Please mark on the below plan the area(s) of Parliament Square Garden you wish to use:



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

Required information for the GLA

<input type="checkbox"/> You will need to possess Public Liability Insurance to hold your activity GLA requires a minimum of £5 million. Please attach a copy of it valid for the date of your activity
<input type="checkbox"/> All sections of the form completed with full details of activity and organisation
<input type="checkbox"/> Application signed – unsigned applications will be returned and will delay the application process

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

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

Signed: [Redacted Signature] Name (Print): [Redacted Name] Bruere
Date: 25 July 2018 Organisation: Zeitgeist Products Ltd

We endeavour to confirm receipt of applications within 5 days. Once all requested information on the activity has been received we will confirm decisions within 21 days.

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

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TERMS AND CONDITIONS FOR ACTIVITIES ON PARLIAMENT SQUARE GARDENS

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

Permission to use PSG 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 PSG shall be for the activity defined in the Authorisation Notice ("Activity"), during the Agreed Period (as set out in the Authorisation Notice) and within the Permitted Area (as set out in the Authorisation Notice) entirely at your own risk and expense. The GLA shall accept no responsibility for personal injury or death, or loss or damage to any property incurred by any person in relation to the Activity or the Authorisation Notice or the use of PSG however caused except to the extent that it arises as a result of the negligence of the GLA.
- 1.2. Any Authorisation Notice for the use of PSG will be subject to any special terms and conditions of use outlined within the Authorisation Notice. You shall nominate a person or persons to be your on site contact for all dealings with the GLA in relation to the Activity, details shall be provided with the initial application form. You agree that your contact shall be available on PSG 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. This Authorisation Notice relates solely to the Activity, at the Agreed Period, in the Permitted Area and for the Maximum Audience (as set out in the Authorisation Notice). You shall provide the GLA with a method statement, risk assessment 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. Breaching byelaw 3, 5 or 6 may result in prosecution.
- 1.6. At all times you shall comply with sections 142-148 of the Police Reform and Social Responsibility Act 2011 ("the 2011 Act"), as set in Schedule 3. If you engage in any of the activities prohibited by the 2011 Act, you may be prosecuted.

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- 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 PSG and shall not, without the express permission of the GLA, attach any article on any built structure forming the fabric of PSG and you shall ensure that the fabric is protected with regards to all vehicles, infrastructure and barriers put in place for the Activity. You shall ensure that all sub-contractors are aware of these obligations as set out in these terms and conditions.
- 1.9. No vehicles, staging or infrastructure of any kind are permitted on PSG.
- 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 under exceptional circumstances and with the prior written consent of the GLA, such consent must be sought in writing 21 days prior to the Activity:
 - demountable structures over 1 metre in height
 - Dry ice and cryogenic fog
 - Smoke Machines and fog generators
 - Pyrotechnics including fireworks
 - Firearms
 - Lasers
 - Explosives and highly flammable substances
 - Real flame
 - Strobe Lighting
- 1.12. 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 PSG 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 PSG 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

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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 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 of the Permitted Area and shall immediately comply with any request by such officer.

2. PAYMENT

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 conditions set out in this Authorisation Notice.

3. DAMAGE

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

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

6. HEALTH AND SAFETY

- 6.1. You shall ensure that you, and anyone acting on your behalf, comply with all laws for the time being in force in England and Wales, and in particular you shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Activity and you shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.
- 6.2. You shall provide the GLA with a risk assessment, if requested, at least 5 days prior to the Activity.
- 6.3. You shall be responsible for all Health and Safety issues in regard to the Activity and you must appoint a suitable person or persons to be your Activity health and safety officer(s). You agree that your Activity health and safety officer(s) shall be available on PSG at all times during the Activity.
- 6.4. You 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.
- 6.5. You must ensure that all cable runs that traverse the public areas of PSG are protected by cable ramping to prevent accidental damage of the cable.
- 6.6. 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.
- 6.7. 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.
- 6.8. 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 be required.

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

6.10. You are responsible for arranging and ensuring safe access to PSG.

7. **NOISE**

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

8. **CANCELLATION**

If you cancel the Activity with less than 48 hours notice, the GLA may charge you for any potential contractor costs which have resulted from requests by the organiser.

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.

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Schedule 2 – Byelaws

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PARLIAMENT SQUARE GARDEN BYELAWS

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

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

1. Citation

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

2. Interpretation

In the Byelaws-

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

"the Authority" means the Greater London Authority;

"the Mayor" means the Mayor of London;

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

"animal" means any animal or bird;

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

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

3. Acts prohibited within the Square²

(1) No person shall within the Square-

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

¹ 1999 c. 29.

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

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- (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 required³

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

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

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- (q) engage in any organised form of sport or physical exercise which causes a disturbance to any other person using the Square;
- (r) unless in an emergency, cause any vehicle to wait, or leave any vehicle unattended;
- (s) use any pedal cycle, roller skate, ice skate, scooter, roller blade, skate board or other foot-propelled device;
- (t) tow or leave any caravan or trailer.

6. Trading

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

7. Seizure

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

8. Court power of forfeiture

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

9. Name and address

*****The following pages do not need to be faxed to the GLA*****
*****Kindly keep the Terms and Conditions for your Records*****

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

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

- (1) The Byelaws will come into operation on the date fixed by the confirming authority in accordance with the provisions of section 236(7) of the Local Government Act 1972.
- (2) When the Byelaws come into operation, the Trafalgar Square and Parliament Square Byelaws 2000 (as amended by the Trafalgar Square and Parliament Square Garden (Amendment No.1) Byelaws 2002) made by Mayor of London and confirmed by Secretary of State on 12 September 2000, shall be revoked in so far as any of their provisions relate to the Square. This revocation is without prejudice to the validity of anything done under previous Byelaws or to any liability incurred in respect of any act or omission before the date of the coming into operation of the Byelaws.

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

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

Mayor of London **Boris Johnson**

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

Signed by authority of the

Secretary of State

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

*****The following pages do not need to be faxed to the GLA*****
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EXPLANATORY NOTE

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

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

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

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Schedule 3

Sections 142-148 Police Reform and Social Responsibility Act 2011

142 Controlled area of Parliament Square

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

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

(2) In subsection (1)—

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

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

143 Prohibited activities in controlled area of Parliament Square

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

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

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

- (a) operating any amplified noise equipment in the controlled area of Parliament Square;
- (b) erecting or keeping erected in the controlled area of Parliament Square—
 - (i) any tent, or
 - (ii) any other structure that is designed, or adapted, (solely or mainly) for the purpose of facilitating sleeping or staying in a place for any period;
- (c) using any tent or other such structure in the controlled area of Parliament Square for the purpose of sleeping or staying in that area;
- (d) placing or keeping in place in the controlled area of Parliament Square any sleeping equipment with a view to its use (whether or not by the person placing it or keeping it in place) for the purpose of sleeping overnight in that area;
- (e) using any sleeping equipment in the controlled area of Parliament Square for the purpose of sleeping overnight in that area.

(3) But an activity is not to be treated as a “prohibited activity” within subsection (2) if it is done—

- (a) for police, fire and rescue authority or ambulance purposes,
- (b) by or on behalf of a relevant authority, or

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(c) by a person so far as authorised under section 147 to do it (authorisation for operation of amplified noise equipment).

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

(a) loudspeakers, and

(b) loudhailers.

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

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

(b) the Greater London Authority, or

(c) Westminster City Council.

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

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

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

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

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

144 Directions under section 143: further provision

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

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

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

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

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

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

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

(6) A direction—

(a) may be given orally,

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

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

(7) In this section—

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

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

145 Power to seize property

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

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

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

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

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

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

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

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

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

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

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

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

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146 Power of court on conviction

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

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

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

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

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

147 Authorisation for operation of amplified noise equipment

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

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

(3) The responsible authority may—

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

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

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

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

(a) determine the application, and

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

(5) The notice must specify—

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

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

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

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

(6) The responsible authority may at any time—

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

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

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

(a) imposing a new condition,

(b) removing an existing condition, or

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

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

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

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

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

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

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

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

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

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

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: [REDACTED]
Sent: 02 August 2018 10:54
To: [REDACTED]
Subject: RE: Counter Blimp event London

Dear Yanny,

As explained before, Parliament Square isn't an event space so we wouldn't allow any infrastructure. There also licenses required for trading and food so you will need to speak to Westminster City Council however, we wouldn't permit any trading or giving away of food.

Thanks,

[REDACTED]

From: [REDACTED] [mailto:[REDACTED]]
Sent: 02 August 2018 09:17
To: Trafalgar Square [REDACTED]
Subject: Re: Counter Blimp event London

Dear [REDACTED]

Hope you're well. Just a quick question, if we intend to sell refreshments (non alcohol) at the event what if any license will be required?

Kind Regards,

Yanny

Sent from AOL Mobile Mail

-----Original Message-----

From: Trafalgar Square <[REDACTED]@london.gov.uk>
To: [REDACTED]@com' <[REDACTED]@com>
Sent: Mon, Jul 30, 2018 01:22 PM
Subject: RE: Counter Blimp event London

Dear Yanny,

We acknowledge receipt of your application form and documents. As the application is incomplete in details required, we are unable to clearly assess the proposal. Please can you address the following with urgency;

- Please provide your company registration number – as required on the application form
- Company details providing the inflatable and images of the completed inflatable structure and public liability insurance for the operation of the inflatable
- Site specific RAMS (risk assessment and method statement) with detailed timings (inclusive of set up, de-rig and tethering) from the named company operating the inflatable
- You anticipate participants of 1500-2000 people. The PL insurance has maximum cover for 2500. Please provide the RAMS in regards to stewarding and crowd safety
- Infrastructure is not permitted on Parliament Square Gardens, any desired infrastructure and amplified noise equipment requires approval from Westminster City Council, TFL and the Metropolitan Police Service,

as this would be on the highway. We will require confirmation that approvals have been granted. Any staging will have to be on the hard standing and no bigger than 1x1m

- Please provide the title and message of your demonstration
- Please provide a site plan
- Rallies or demonstrations upon Parliament Square Garden have a maximum permitted duration of 3 hours – as specified on the application form. Please specify the timings of the demonstration according to this
- The application form names Zeitgeist Products Ltd, however the named insured company differs from this. Confirmation (in writing) from Make London Safe Again is required that the Public Liability insurance cover is valid and permitted by the insurers and underwriters for use by Zeitgeist Products Ltd
- Any proposal of this nature requires additional approval from the Metropolitan Police Service and/or the Civil Aviation Authority depending on who has control of London's air space at the time of your demonstration and National Air Traffic Services in order for the inflatable to fly

The date you have requested is currently available, however authorisation cannot be granted without the required information and documents being provided and confirmation of approval has been received from relevant agencies.

To allow due time for your application to be processed please provide all information no later than midday Friday 3rd August 2018.

Thanks,

[REDACTED] | Events & Lettings Officer | Facilities Management | Greater London Authority |

Address City Hall | The Queen's Walk | London | SE1 2AA |

Telephone +44 (0)207 983 4000 |

Website www.london.gov.uk/about-us/venue-hire | **Twitter** @LDN_gov |

From: [REDACTED]@london.gov.uk [mailto:[REDACTED]@london.gov.uk]

Sent: 25 July 2018 17:11

To: Trafalgar Square <[REDACTED]@london.gov.uk>

Subject: Fwd: Counter Blimp event London

Sent from AOL Mobile Mail

-----Original Message-----

From: [REDACTED]@london.gov.uk <[REDACTED]@london.gov.uk>

To: [REDACTED] <[REDACTED]@london.gov.uk>

Sent: Wed, Jul 25, 2018 04:09 PM

Subject: Re: Counter Blimp event London

Hi [REDACTED]

Please find attached the form and insurance policy.

Best Wishes,

Yanny

-----Original Message-----

From: [REDACTED] <[REDACTED]@london.gov.uk>

To: [REDACTED] <[REDACTED]@london.gov.uk>

Sent: Thu, 19 Jul 2018 16:53

Subject: Re: Counter Blimp event London

Dear Yanny

The contact email for WCC is eventsandfilming@westminster.gov.uk<<mailto:eventsandfilming@westminster.gov.uk>>.

Regards
[REDACTED]

On 19 Jul 2018, at 12:51, [REDACTED] <[\[REDACTED\]@\[REDACTED\].com](mailto:[REDACTED]@[REDACTED].com)<[mailto:\[REDACTED\]@\[REDACTED\].com](mailto:[REDACTED]@[REDACTED].com)>> wrote:

Hi [REDACTED]

We've got an insurance company now, application will be in shortly. Do you happen to know who to contact at Westminster council about having a stage?

Kind Regards,
[REDACTED]

Sent from AOL Mobile Mail

-----Original Message-----

From: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)<[mailto:\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>>

To: [REDACTED] <[\[REDACTED\]@\[REDACTED\].com](mailto:[REDACTED]@[REDACTED].com)<[mailto:\[REDACTED\]@\[REDACTED\].com](mailto:[REDACTED]@[REDACTED].com)>>

Sent: Wed, Jul 18, 2018 05:33 PM

Subject: RE: Counter Blimp event London

Dear Yanny,

Apologies but I have not had any dealings with insurance companies and unable to make a recommendation.

Regards
[REDACTED]

From: [REDACTED] <[\[REDACTED\]@\[REDACTED\].com](mailto:[REDACTED]@[REDACTED].com)<[mailto:\[REDACTED\]@\[REDACTED\].com](mailto:[REDACTED]@[REDACTED].com)>>

Sent: 18 July 2018 12:18

To: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)<[mailto:\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>>

Subject: Re: Counter Blimp event London

Hi [REDACTED]

Hope you're well.

In regards to the public liability insurance - could you advise a potential company who covers political events coverage?

Best Wishes,

Yanny

-----Original Message-----

From: [REDACTED] <[REDACTED]@london.gov.uk<mailto:[REDACTED]@london.gov.uk>>

To: [REDACTED] <[REDACTED]@[REDACTED].com<mailto:[REDACTED]@[REDACTED].com>>

Sent: Tue, 17 Jul 2018 14:09

Subject: RE: Counter Blimp event London

Dear Yanny

We don't hold the criteria you request but we fully recognise the freedom to protest, the freedom of speech and the freedom to assemble and that this is carried out in a safe, peaceful and lawful manner.

Regards

[REDACTED]

From: [REDACTED] <[REDACTED]@[REDACTED].com<mailto:[REDACTED]@[REDACTED].com>

[mailto:[REDACTED]@[REDACTED].com>

Sent: 17 July 2018 11:30

To: [REDACTED] <[REDACTED]@london.gov.uk<mailto:[REDACTED]@london.gov.uk>>

Subject: Re: Counter Blimp event London

Hi [REDACTED]

Thanks for the chat this morning. I just have a couple of follow up questions;

What are the actual definitions of "rallies", "demonstrations" "gatherings" in Parliament sq and Trafalgar sq and what different criteria's must be met with these?

Best Wishes,

Yanny

-----Original Message-----

From: [REDACTED] <[REDACTED]@london.gov.uk<mailto:[REDACTED]@london.gov.uk>>
To: [REDACTED]
Sent: Tue, 17 Jul 2018 9:07
Subject: FW: Counter Blimp event London

Dear Yanny

Further to the email below please let me know if you would like to meet to discuss your proposal to use Parliament Square Gardens as the base location to fly your blimp?

Whilst I am happy to meet in order to assess your application you will still need to provide the following:

- * Completed rallies / public gatherings application form at <https://www.london.gov.uk/about-us/venue-hire/book-parliament-square-garden>
- * Proof of Public Liability Insurance for £5 million minimum cover value (see form for details)
- * Detailed timings with Risk Assessments and Method Statements for the inflatable.
- * Confirmation of company details providing inflatable and images of the completed inflatable structure
- * Any proposal of this nature require the approval from relevant key agencies responsible for the air space.

Kind regards

[REDACTED] [REDACTED]

[REDACTED] [REDACTED] | City Operations Lead | Mayor of London's Office

From: Trafalgar Square
Sent: 13 July 2018 10:11
To: [REDACTED]@com<mailto:[REDACTED]@com>
Subject: RE: Blimp event London

Dear Yanny

Thank you for your request below but a meeting is not possible today. The City Operations team who would meet with you are currently dealing with the numerous protests across central London today in order to ensure the right to protest safely.

If you have any availability next week then please indicate a couple of options and someone will get back to you on Monday 16 July.

Please note that in order for the Greater London Authority to assess any request the written information referenced below will be needed.

Best Wishes

[REDACTED]

From: [REDACTED] <[\[REDACTED\]@\[REDACTED\].com](mailto:[REDACTED]@[REDACTED].com)<[mailto:\[REDACTED\]@\[REDACTED\].com](mailto:[REDACTED]@[REDACTED].com)>>

Sent: 13 July 2018 07:29

To: Trafalgar Square <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)<[mailto:\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>>>

Subject: Re: Blimp event London

Hi [REDACTED]

Many thanks for this. Would it be possible to come by your office today to chat quickly?

Best Wishes,

Yanny

-----Original Message-----

From: Trafalgar Square <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)<[mailto:\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>>>

To: [REDACTED] <[\[REDACTED\]@\[REDACTED\].com](mailto:[REDACTED]@[REDACTED].com)<[mailto:\[REDACTED\]@\[REDACTED\].com](mailto:[REDACTED]@[REDACTED].com)>>

Sent: Tue, Jul 10, 2018 4:37 pm

Subject: RE: Blimp event London

Dear Yanny

Thank you for your request below regarding a blimp/inflatable on Parliament Square Garden. There is an application process for Parliament Square Garden and details can be found at <https://www.london.gov.uk/about-us/venue-hire/book-parliament-square-garden>

Please note the guidance on the application which states 'Applications operate on a first come, first served basis and should be submitted at least 7 days before the activity but please note that the GLA may take up to 21 days from receipt to determine an application. Final approval will only be granted once full details requested by the GLA are provided.'

Your request was received yesterday on Monday 9 July but you have not referenced a date in your email for the proposal. If it is for this weekend then it is less than 7 days notice. However we are willing to assess your request but require the following information in order to confirm if your proposal is feasible.

- * Completed rallies / public gatherings application form at <https://www.london.gov.uk/about-us/venue-hire/book-parliament-square-garden> (see link at bottom of website page)
- * Proof of Public Liability Insurance for £5 million minimum cover value (see form for details)
- * Detailed timings with Risk Assessments and Method Statements for the inflatable.
- * Confirmation of company details providing inflatable and images of the completed inflatable structure
- * Any proposal of this nature requires additional approval from the Metropolitan Police Service and National Air Traffic Services. The Greater London Authority will need confirmation that these organisations have been approached with detailed information required to assess the request.

If you are able to provide this information by 4pm tomorrow (Wednesday 11th July) then the Greater London Authority can assess your proposal.

Best Wishes

[REDACTED]

Greater London Authority

From: [REDACTED] <[\[REDACTED\]@\[REDACTED\].com](mailto:[REDACTED]@[REDACTED].com)<mailto:[REDACTED]@[REDACTED].com>

Sent: 09 July 2018 08:27

To: Trafalgar Square <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)<mailto:[REDACTED]@london.gov.uk>>

Subject: Blimp event London

Good Morning,

I have been forwarded this contact by the Met Police as we are looking to have a giant blimp take off from parliament square - much like the Trump Baby blimp that has been authorised.

If you could let me know the next stages of the process that would be great.

Look forward to hearing from you.

Best Wishes,

Yanny



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[REDACTED]
[REDACTED]
From: [REDACTED]
Sent: 09 August 2018 11:32
To: [REDACTED] com'
Subject: RE: Rams,

Hi Yanny,

Yes a Jazz band would breach the authorisation. Parliament Square Gardens isn't an event space so it is not licensed. Also the activity you are proposing is a rally therefore there are restrictions as to what you can and can't do. Quite simply put, the square is for the use as a standing area only. No infrastructure or vehicles are permitted on the square. We do allow a 1x1m stage on the hard standing and 100 watt PA's. If you want a larger stage then you will have to use the roadway and seek permission form the Police, TfL and WCC.

Thanks,

[REDACTED]

From: [REDACTED] com [mailto:[REDACTED]]
Sent: 09 August 2018 11:18
To: [REDACTED] <[REDACTED]@london.gov.uk>
Subject: Re: Rams,

Hi [REDACTED]

So even if there wasn't a stage & we had,say, a jazz band this would be in breach of authorisation?

Kind Regards,

Yanny

Sent from my iPhone

On 9 Aug 2018, at 10:58, [REDACTED] <[REDACTED]@london.gov.uk> wrote:

Hi Yanny,

For rallies, we allow 15 minutes of stage content for songs, dance and/or any licensable activity. Anything additional to that would be in breach of the authorisation. Any amplification will need to be authorised by WCC.

Thanks,

[REDACTED]

From: [REDACTED] com [mailto:[REDACTED]]
Sent: 09 August 2018 10:17
To: [REDACTED] <[REDACTED]@london.gov.uk>
Subject: Re: Rams,

Hi [REDACTED]

Would a musical and with instruments only (no electrical equipment) require planning/permission too?

Kind Regards,

Yanny

Sent from my iPhone

On 7 Aug 2018, at 19:56, [REDACTED] <[REDACTED]@london.gov.uk> wrote:

Hi Yanny,

Do you have the risk assessment in a word or PDF document as I can't open the attachments?

Thanks,

[REDACTED]

From: [REDACTED]@london.gov.uk [mailto:[REDACTED]]

Sent: 07 August 2018 15:33

To: [REDACTED] <[REDACTED]@london.gov.uk>

Subject: Rams,

Hi [REDACTED]

Apologies, forgot to include all risk assessments.

Best Wishes,

Yanny

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[REDACTED]
[REDACTED]
From: [REDACTED]
Sent: 22 August 2018 17:22
To: [REDACTED] com
Subject: RE: Counter blimp

Hi Yanny,

As per our conversation yesterday, the timings of your event will need to be changed to 0830-1230hrs (this includes set up, flight time and derig) for safety reasons. Parliament Square Gardens is not designed to hold large numbers of people and this may affect your public liability insurance which currently only covers you for 2,500 people.

We still require comments from the CAA and NATS and whether the MPS have any views or objections. I understand ABC Inflatables have made an application to them. Please can you send their response when you get them.

You will also need to let Westminster City Council and Transport for London know about your proposed event as a courtesy.

In addition, the RAMS you and ABC Inflatables have provided need to be signed and dated.

I have been made aware of a flyer going around that states that 'Sadiq Khan is having a beach party...' which can be misconstrued as an event as opposed to rally. Please note that the application is for a rally and that your PLI only covers you for a certain number of people on the square. If the numbers increase then that will make your insurance invalid.

As mentioned on the call, this was the requirements of the organisers of the Trump Baby Balloon and if all documents are present and correct and there are no objections from the agencies, then we will be able to proceed with authorising the activity. Also the conditions for having a rally is the same for all applicants.

Please let me know if you need anything further.

Thanks,

[REDACTED]

-----Original Message-----

From: [REDACTED] com
Sent: 22 August 2018 12:26
To: [REDACTED] <[REDACTED]@london.gov.uk>
Subject: Counter blimp

Hi [REDACTED]

I understand the MET & NATS are talking today regarding the balloon.

I will have visuals of the balloon for you later today or tomorrow. It's exactly the same as the images I sent you originally.

Can you also just summarise our call yesterday re new times so I can arrange for security and balloon company to inform their staff etc.

Kind Regards,

Yanny

Sent from my iPhone

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<https://www.mailcontrol.com/sr/v5+wMm7!8QLGX2PQPomvUgny0!6zNmYYsZtPEEKrCVglU30DjxPzydr8QOctO2cdo!PkSsnvkAyURD1dro2Flg==> to report this email as spam.

Mr Yannu Bruere

██████████ Limited

██████████

██████████

██████████

Department: Facilities Management

██████ ██████

Date: 28th August 2018

Dear Yannu,

Authorisation Notice for use of Parliament Square Garden ("PSG")

The Greater London Authority ("GLA") has agreed to grant the following authorisation ("the Authorisation Notice") for the purposes of byelaw 5 of the Parliament Square Garden Byelaws 2012, made under the Greater London Authority Act 1999 and part 3 of the Police Reform and Social Responsibility Act 2011:

Authorised person Mr Yannu Bruere ("the Authorised Person")
Activity: Make London Safe Again Rally ("the Activity")
Date and times: Saturday 1st September 2018,
 Set up time - 0830-0930hrs
 Flight time - 0930-1130hrs
 Derig - 1130-1230hrs ("the Agreed Period")
Insurance amount: £5 million Public Liability Insurance ("the Insured Amount")
Number of attendees: Up to 5,000 ("the Maximum Audience")
Permitted Area: The area of PSG in red on the attached site plan ("the Permitted Area")

You will not be charged for use of Parliament Square; however, you must fully compensate the GLA for any costs incurred in respect of cleaning and or damage and because of your non-compliance with any of the terms of this Authorisation Notice. Any costs incurred will be confirmed after the event.

Please note the attached term and condition 8 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. The named and responsible person on Parliament Square Garden at all times is **Yannu Bruere on** ██████ ██████ who must ensure that they liaise with Heritage Wardens (██████████) on site upon arrival. The 'authorised person' is required to be on site throughout the agreed period.
2. All instructions from Heritage Wardens and/or Greater London Authority Officers, Police or other authorising authorities must be complied with at all times. The organiser and/or 'authorised person' is responsible for ensuring that all volunteers and participants are aware of all Terms and Conditions before coming to Parliament Square Garden.
3. It is the authorised person's responsibility to ensure that all specific conditions requested by the Metropolitan Police Service and National Air Traffic Service must be complied with.

4. It has been noted that the 9m long inflatable will be secured with 10 x 20kg ballast bags on 2 small pallets, 200kg in total. Driving any tether poles into the ground is strictly prohibited.
5. Wind speeds will be measured using an anemometer throughout the build, flight and de-rig. The inflatable should not be used in above any wind speeds or at a height determined to be unsafe by the operator. Wind speeds must be monitored on site with an anemometer at all times. If conditions are determined to be unsafe, the production team will secure the inflatable at ground level immediately.
6. Any use of helium must comply with UK Safety regulations and monitored throughout the activity within a safe and secure location.
7. All defined areas for the inflatable and helium cannisters must be stewarded or crewed for public safety at all times.
8. A representative from White Young Green - the GLA Health and Safety advisors will be on site throughout the activity and any instructions regarding the safety of the inflatable and its deflation must be considered and complied with at all times.
9. The organiser and/or 'authorised person' must make every reasonable attempt to ensure that the 'permitted area' is kept clear of obstructions to allow safe movement, entry and egress.
10. The organisers must ensure that adequate stewarding of the GLA managed area is provided to ensure the protection of the fabric, including statues and flowerbeds. Any damage incurred because of your event will be charged to the organiser.
11. No vehicles are permitted onto Parliament Square Garden at any time. Please note that all equipment and items must be walked on site.
12. Permission is granted for the use of Parliament Square as a standing area only. Additional infrastructure (including stalls, tents or any other form of infrastructure) is not permitted on any part of the GLA managed area of the square including the grassed area. This permission is dependent on numbers attending the rally and that access is stewarded at all times. Police instruction must also be considered if there are any safety issues on the day.
13. There is a defined maximum capacity of 5,000 people on the GLA managed area. Any attendance above 5,000 people would mean attendees are in the roadway.
14. Any set up of PA system on the roadside must have written permission from Westminster City Council, Transport for London and the police prior to the activity as part of road closure planning.
15. Placards/display boards should be free standing; nothing should be attached to the fabric of Parliament Square. You must ensure that any leaflet, picture or placard content is suitable for all users of the Square. Any content deemed upsetting or offensive must be removed immediately as per instructions from Heritage Wardens or GLA officers.
16. Placards, substantial waste and other debris must be removed from the Square at the end of your activity. Extra cleaning or waste removal required because of your event or build will be charged to the organiser.

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17. If you cancel the Activity with less than 48 hours' notice, the GLA may charge you for any potential contractor costs which have resulted from requests by the organiser.

This Authorisation Notice applies to the permission to use Parliament Square Garden only and does not supersede any separate or additional permissions that are required by other relevant authorities including the Metropolitan Police Service and National Air Traffic Service. The hirer is required to advise the Authority of the outcome of such other permissions.

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

Kindly acknowledge your acceptance of this Authorisation Notice and the attached terms and conditions by signing the Authorisation Notice and returning one copy to parliament.square@london.gov.uk. 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 1200hrs (midday) on Thursday 30th August 2018.**

Yours sincerely,



■■■■ ■■■■

Events and Lettings Officer

0207 983 ■■■■

■■■■ london.gov.uk

For and on behalf of the GLA

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

Signed:

Name:

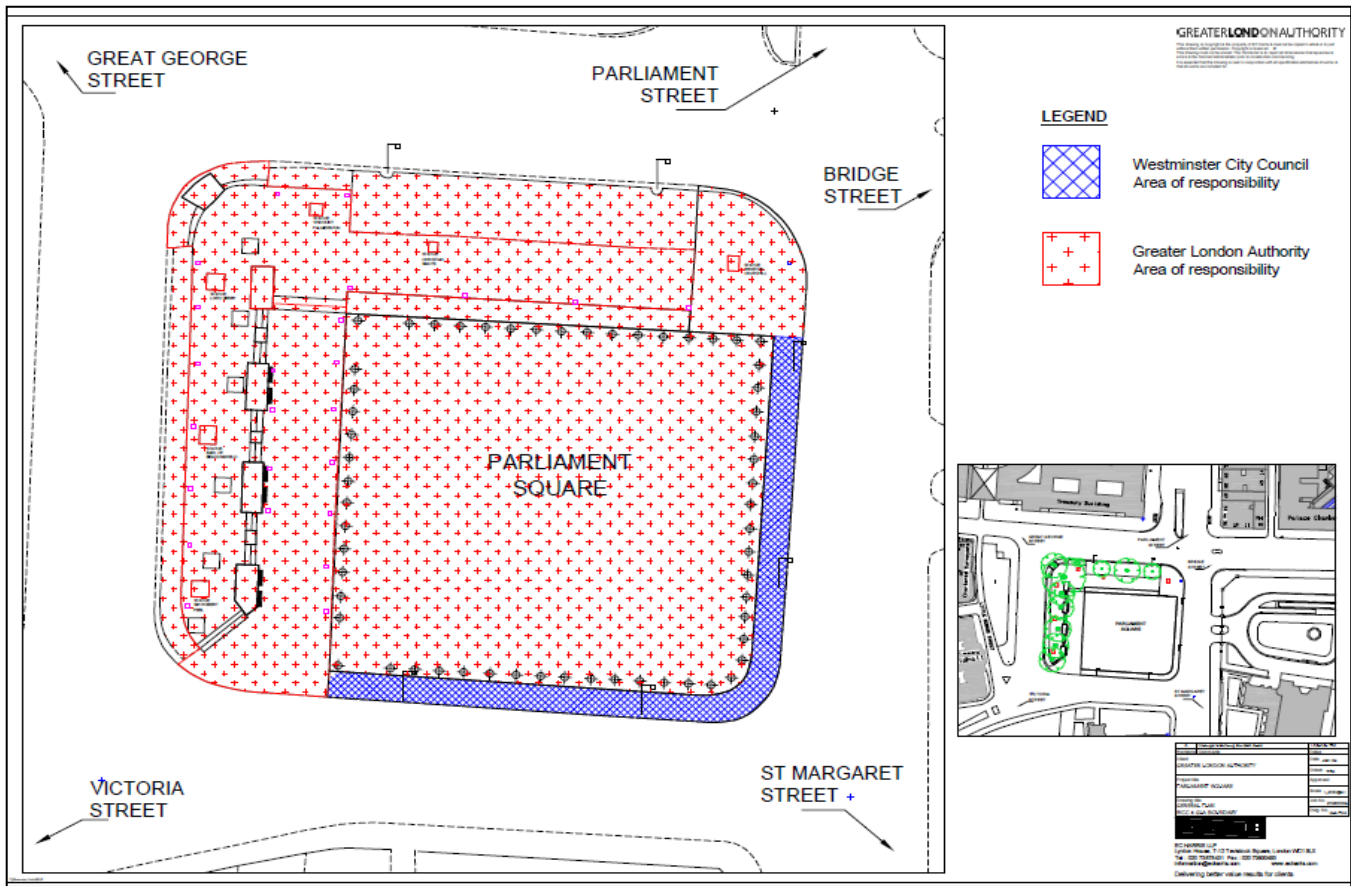
Position:

Organisation:

Date:

cc GLA's authorised officers

Parliament Square Garden Site Plan



Use of Parliament Square Garden (“PSG”) is subject to the following terms and conditions:

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

1. Your responsibilities and obligations

- 1.1. Use of PSG shall be for the activity defined in the Authorisation Notice (“Activity”), during the Agreed Period (as set out in the Authorisation Notice) and within the Permitted Area (as set out in the Authorisation Notice) entirely at your own risk and expense. The GLA shall accept no responsibility for personal injury or death, or loss or damage to any property incurred by any person in relation to the Activity or the Authorisation Notice or the use of PSG however caused except to the extent that it arises as a result of the negligence of the GLA.
- 1.2. Any Authorisation Notice for the use of PSG will be subject to any special terms and conditions of use outlined within the Authorisation Notice. You shall nominate a person or persons to be your on-site contact for all dealings with the GLA in relation to the Activity, details shall be provided with the initial application form. You agree that your contact shall be available on PSG 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. This Authorisation Notice relates solely to the Activity, at the Agreed Period, in the Permitted Area and for the Maximum Audience (as set out in the Authorisation Notice). You shall provide the GLA with a method statement, risk assessment 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. Breaching byelaw 3, 5 or 6 may result in prosecution.
- 1.6. At all times you shall comply with sections 142-148 of the Police Reform and Social Responsibility Act 2011 (“the 2011 Act”), as set in Schedule 3. If you engage in any of the activities prohibited by the 2011 Act, you may be prosecuted.

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- 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 PSG and shall not, without the express permission of the GLA, attach any article on any built structure forming the fabric of PSG and you shall ensure that the fabric is protected with regards to all vehicles, infrastructure and barriers put in place for the Activity. You shall ensure that all sub-contractors are aware of these obligations as set out in these terms and conditions.
- 1.9. No vehicles, staging or infrastructure of any kind are permitted on PSG.
- 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 circumstances and with the prior written consent of the GLA; such consent must be sought in writing 21 days prior to the Activity:
 - demountable structures over 1 metre in height
 - Dry ice and cryogenic fog
 - Smoke Machines and fog generators
 - Pyrotechnics including fireworks
 - Firearms
 - Lasers
 - Explosives and highly flammable substances
 - Real flame
 - Strobe Lighting
- 1.12. 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 PSG 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 PSG for the Activity.

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- 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 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 of the Permitted Area and shall immediately comply with any request by such officer.

2. Payment

- 2.1. 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 conditions set out in this Authorisation Notice.

3. Damage

- 3.1. At the commencement of the Agreed Period you agree to carry out a condition survey of the Permitted Area in conjunction with the GLA's agent on PSG and immediately following the end of the Agreed Period you agree to carry out a further condition survey of the Permitted Area in order to ascertain whether any damage has been done to the Permitted Area. Each condition survey shall be a walk-through the Permitted Area, taking note of any damage.
- 3.2. If any loss or damage to the Square occurs as a result of or in connection with the Activity (including but not limited to graffiti on the Square), 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 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.
- 5.2. You shall ensure, where applicable, that all security and stewarding staff are Security Industry Authority (SIA) licensed and will at all times wear visible identifying badges.

6. Health and Safety

- 6.1. You shall ensure that you, and anyone acting on your behalf, comply with all laws for the time being in force in England and Wales, and in particular you shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Activity and you shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.
- 6.2. You shall provide the GLA with a risk assessment, if requested, at least 5 days prior to the Activity.
- 6.3. You shall be responsible for all Health and Safety issues in regard to the Activity and you must appoint a suitable person or persons to be your Activity health and safety officer(s). You agree that your Activity health and safety officer(s) shall be available on PSG at all times during the Activity.
- 6.4. You 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.
- 6.5. You must ensure that all cable runs that traverse the public areas of PSG are protected by cable ramping to prevent accidental damage of the cable.

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- 6.6. 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.
- 6.7. 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.
- 6.8. You must provide all necessary firefighting 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 be required.
- 6.9. You are responsible for providing proper first aid facilities and persons trained in first aid at all times during the Activity.
- 6.10. You are responsible for arranging and ensuring safe access to PSG.

7. **Noise**

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

8. **Cancellation**

If you cancel the Activity with less than 48 hours' notice, the GLA may charge you for any potential contractor costs which have resulted from requests by the organiser.

9. **General**

- 9.1. You may be required to curtail or cancel the Activity on the day, in the circumstances of an emergency or other authorised legitimate access requirement for which no satisfactory alternative arrangements can be made.
- 9.2. The GLA reserves the right to cancel or withdraw the Authorisation Notice at any time by giving notice to you provided that the GLA acts reasonably in exercising this right.
- 9.3. At any time prior to or during the Agreed Period the GLA may impose further terms and conditions in relation to the Authorisation Notice, with any such terms and conditions notified to you in writing by the GLA.
- 9.4. The Authorisation Notice applies to the Authorised Person(s) (as defined in the Authorisation Notice) only and is not transferable. Any activities in the absence of a valid Authorisation Notice are not permitted.

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- 9.5. You are responsible for ensuring that your employees, agents and subcontractors are aware of the Terms and Conditions of the Authorisation Notice, including the Byelaws.
- 9.6. These terms and conditions shall be subject to English law and the GLA and you agree to submit to the exclusive jurisdiction of the English Courts.

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Schedule 2 - Byelaws

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PARLIAMENT SQUARE GARDEN BYELAWS

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

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

1. Citation

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

2. Interpretation

In the Byelaws-

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

"the Authority" means the Greater London Authority;

"the Mayor" means the Mayor of London;

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

"animal" means any animal or bird;

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

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

3. Acts prohibited within the Square²

(1) No person shall within the Square-

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

¹ 1999 c. 29.

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

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- (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 required³

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

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

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- (p) cause or permit any animal or bird of which he is in charge to chase, worry or injure any animal or bird;
- (q) engage in any organised form of sport or physical exercise which causes a disturbance to any other person using the Square;
- (r) unless in an emergency, cause any vehicle to wait, or leave any vehicle unattended;
- (s) use any pedal cycle, roller skate, ice skate, scooter, roller blade, skate board or other foot-propelled device;
- (t) tow or leave any caravan or trailer.

6. Trading

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

7. Seizure

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

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Court power of forfeiture

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

9. Name and address

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

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

- (1) The Byelaws will come into operation on the date fixed by the confirming authority in accordance with the provisions of section 236(7) of the Local Government Act 1972.
- (2) When the Byelaws come into operation, the Trafalgar Square and Parliament Square Byelaws 2000 (as amended by the Trafalgar Square and Parliament Square Garden (Amendment No.1) Byelaws 2002) made by Mayor of London and confirmed by Secretary of State on 12 September 2000, shall be revoked in so far as any of their provisions relate to the Square. This revocation is without prejudice to the validity of anything done under previous Byelaws or to any liability incurred in respect of any act or omission before the date of the coming into operation of the Byelaws.

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

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

Mayor of London Boris Johnson

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

Signed by authority of the Secretary of State

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

EXPLANATORY NOTE

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

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

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

Schedule 3

Sections 142-148 Police Reform and Social Responsibility Act 2011

142 Controlled area of Parliament Square

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

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

(2) In subsection (1)—

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

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

143 Prohibited activities in controlled area of Parliament Square

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

- (a) to cease doing that activity, or
- (b) not to start doing that activity.

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

- (a) operating any amplified noise equipment in the controlled area of Parliament Square;
- (b) erecting or keeping erected in the controlled area of Parliament Square—
 - (i) any tent, or
 - (ii) any other structure that is designed, or adapted, (solely or mainly) for the purpose of facilitating sleeping or staying in a place for any period;
- (c) using any tent or other such structure in the controlled area of Parliament Square for the purpose of sleeping or staying in that area;
- (d) placing or keeping in place in the controlled area of Parliament Square any sleeping equipment with a view to its use (whether or not by the person placing it or keeping it in place) for the purpose of sleeping overnight in that area;
- (e) using any sleeping equipment in the controlled area of Parliament Square for the purpose of sleeping overnight in that area.

(3) But an activity is not to be treated as a “prohibited activity” within subsection (2) if it is done—

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(a) for police, fire and rescue authority or ambulance purposes,

(b) by or on behalf of a relevant authority, or

(c) by a person so far as authorised under section 147 to do it (authorisation for operation of amplified noise equipment).

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

(a) loudspeakers, and

(b) loudhailers.

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

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

(b) the Greater London Authority, or

(c) Westminster City Council.

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

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

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

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

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

144 Directions under section 143: further provision

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

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

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

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

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

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

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

(6) A direction—

(a) may be given orally,

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

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

(7) In this section—

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

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

145 Power to seize property

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

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

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

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

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

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

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

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

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

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

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

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

146 Power of court on conviction

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

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

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

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

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

147 Authorisation for operation of amplified noise equipment

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

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

(3) The responsible authority may —

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

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

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

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

(a) determine the application, and

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

(5) The notice must specify —

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

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

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

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

(6) The responsible authority may at any time —

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

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

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

(a) imposing a new condition,

(b) removing an existing condition, or

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

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

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

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

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

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

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

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

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

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