

## **Application for Commercial Activity in Trafalgar Square**

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

Rates vary depending on the type of activity, please see our [website](#) for more information. Applications cannot be made more than 6 months in advance; organisers may not have any more than one application pending in the same period.

Applications operate on a first come, first served basis and should be submitted at 14 days before the activity but please note that the GLA may take up to 21 days from receipt to determine an application. Final approval will only be granted once full details requested by the GLA are provided.

Before completing the application please read the [Trafalgar Square Byelaws](#).

Trafalgar Square and Parliament Square Gardens cannot be booked on the same day for the same event.

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

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

The Greater London Authority retains the right to withdraw authorisation for a proposed activity. Authorisation may be withdrawn for reasons beyond our control or upon direction of the local authority. Fees may still apply.

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

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

<b>Timings including set-up and De-rig.</b>  Fees apply for full duration on site.	<b>Arrival:</b>  <b>Activity:</b>  <b>Departure:</b>
<b>Type of Activity</b> (Please tick as appropriate)  A promotional based activity is classed as anything that involves significant activity in promoting a product, campaign, etc to the public. A photo-call is classed as anything that involves significant activity in promoting a product, campaign, etc to the media and press.	
<input type="checkbox"/> <b>Photo-call</b>	<input type="checkbox"/> <b>Photo shoot</b>
<input type="checkbox"/> <b>TV filming</b>	<input type="checkbox"/> <b>Music promo</b>
<input type="checkbox"/> <b>Feature film</b>	<input type="checkbox"/> <b>Promotional/Launch activity</b>
<input type="checkbox"/> <b>Commercial filming</b>	<input type="checkbox"/> <b>Cultural / community</b>
<input type="checkbox"/> <b>Commercial event</b>	<b>Other (please specify):</b>
<b>Does the activity include any sponsorship or branding?</b>	<input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Yes</b>

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Please note that the GLA reserves the right to refuse any branding or images. If <b>YES</b> please provide details (E.g. artwork/designs, sponsorship names, logos, sizes, where they will be placed etc)	
<b>Number of crew on site</b>	
<b>Number of people/audiences expected to attend</b>	

## **Detailed description of activity**

Please give a full description, with as much detail as you have. If not currently available, list the reason as to why they are not available and date they will be submitted. Incomplete applications will be returned.

**Licensable activity:** If your proposal contains any activities such as the performance of a play, exhibition of a film, performance of live music, playing of recorded music, performance of dance or anything of a similar description you must provide details in this application so the GLA can determine if any of these activities fall under the Licensing Act 2003. The GLA reserves the right to amend or refuse certain activities within your activity.

### **Temporary Structures**

Activities that could impact on the general maintenance or involving the erection of structures will require a specific assessment prior to approval. We may consider structures on Trafalgar Square but at our discretion and there may be a cost for this assessment that will need to be met by the organiser and will increase the time required to process the application. Please be aware that it is your responsibility to ensure that you have planning permission, building control approval and advertising consent from Westminster City Council for any structures.

<b>Purpose and description of the proposed activity</b>	
<b>Content of activity/event and locations on the square.</b>	
<b>Details of any potential celebrity/ VIP attendance</b>	

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<b>Description of any activities where children may be performing</b> A <a href="#">child performance licence</a> or <a href="#">BOPA licence</a> maybe required	
<b>Temporary Structures request</b> Attach as separate document where necessary  <b>Formal application will need to be submitted to Westminster City Council if the event is agreed by GLA.</b>	
<b>Stewarding plan</b> Attach as separate document where necessary	
<b>Event management plan</b> Attach as separate document where necessary	

<b>Please indicate below the equipment or infrastructure you will be bringing on to Trafalgar Square:</b> Due to roads around Trafalgar Square all light sources must not be directed into traffic. Any lighting source must be approved by GLA.		
<input type="checkbox"/> Temporary Structure – Please attach details	<input type="checkbox"/> Dolly Track	<input type="checkbox"/> PA System
<input type="checkbox"/> Stage	<input type="checkbox"/> Lights	<input type="checkbox"/> Handheld Camera
<input type="checkbox"/> Screen	<input type="checkbox"/> Camera Crane	<input type="checkbox"/> Handheld Lights
<input type="checkbox"/> Audio Playback	<input type="checkbox"/> Barriers	<input type="checkbox"/> Lights on stands
<input type="checkbox"/> Tripod		
<input type="checkbox"/> <b>Other Equipment/Further Details:</b>  <div style="height: 40px;"></div>		

**Do you require the GLA to provide an engineer for access to a power supply on Trafalgar Square?**

*Any access to the onsite power will require an engineer provided by the GLA to turn the power on and off before and after the activity. The cost for this engineer will need to be met by the organisers. It is the GLA's preference that organisers use onsite power supplies, rather than a generator. If a generator is to be used Risk Assessments and Method Statements will be required.*

- ☐ **Yes - Please provide location details on the following site plan**  
☐ **No**

**The GLA may give permission for up to two vehicles to access Trafalgar Square.**

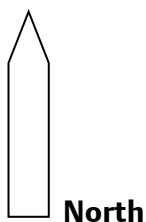
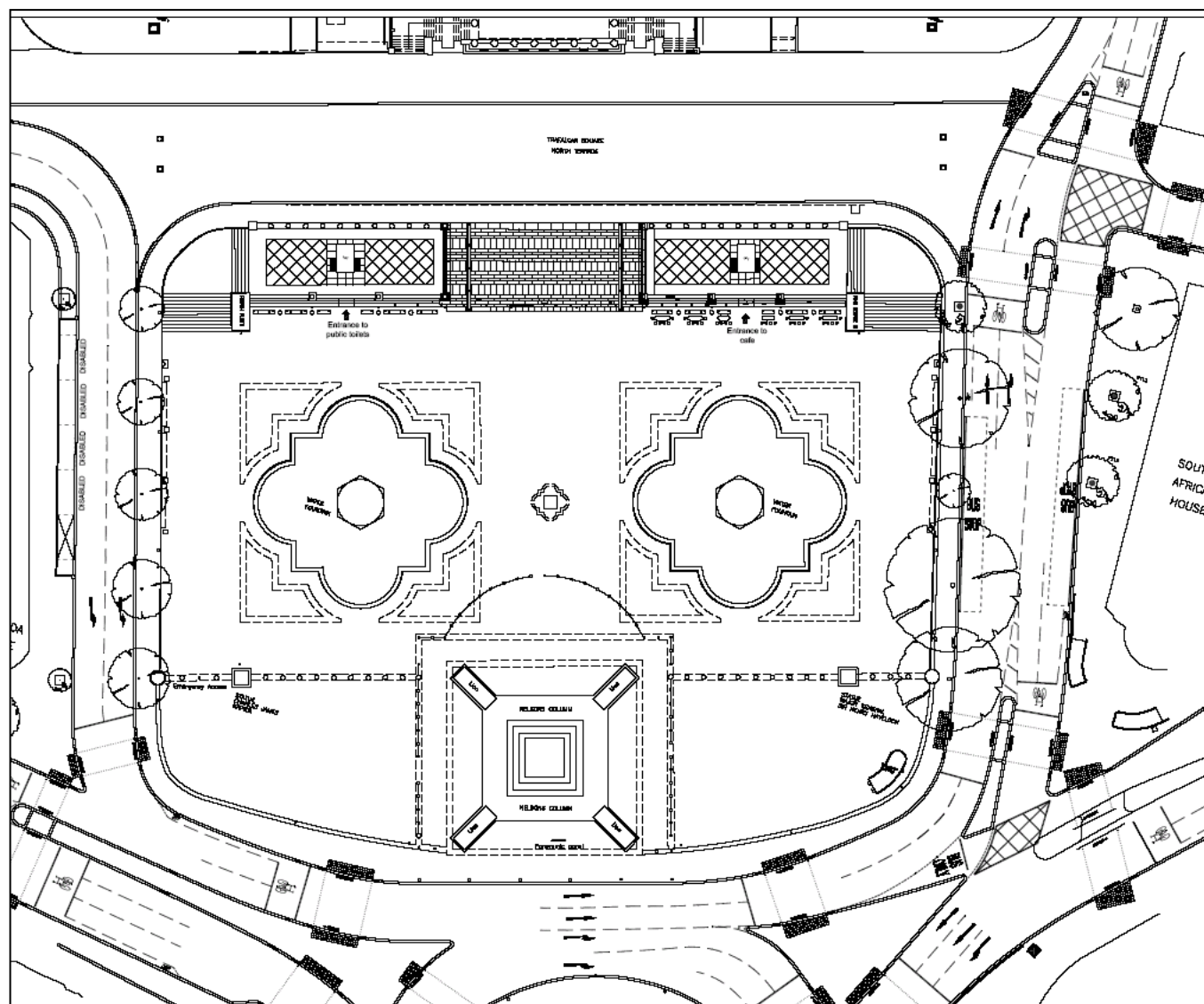
*To prevent damage to our Historic Square please ensure that vehicle movement is kept to a minimum and where possible equipment is carried on to site. Parking is on the South West Corner of the Square. All vehicles will require an access permit, for security and maintenance reasons the GLA retains the discretion to revoke permits issued. A vehicle access schedule form will need to be completed for all vehicles onsite. Depending on type of vehicle and infrastructure being used trackway might be required to be installed to protect the stonework at the squares.*

**Please give details of the requested vehicles and what they will be for:**

Vehicle registration	Type of vehicle	Purpose of vehicle

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Please mark on the plan below the area(s) of Trafalgar Square you wish to use. Please include location of proposed infrastructure and equipment.



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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**

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

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

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Organisation: \_\_\_\_\_

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

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

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### **TERMS AND CONDITIONS FOR ACTIVITIES ON TRAFALGAR SQUARE**

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

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

#### **1. YOUR RESPONSIBILITIES AND OBLIGATIONS**

- 1.1. Use of TS shall be for the activity defined in the Authorisation Notice ("Activity"), during the Agreed Period (as set out in the Authorisation Notice) and within the Permitted Area (as set out in the Authorisation Notice) entirely at your own risk and expense. The GLA shall accept no responsibility for personal injury or death, or loss or damage to any property incurred by any person in relation to the Activity or the Authorisation Notice or the use of TS however caused except to the extent that it arises as a result of the negligence of the GLA.
- 1.2. You shall nominate a person or persons to be your on site contact for all dealings with the GLA in relation to the Activity and will provide details of your on site contact to the GLA at least 7 days prior to the event. Your contact must be available on TS at all times during the Activity.
- 1.3. The Activity shall be carried out in accordance with the agreed activity plan, as set out in the application form and in any additional documentation regarding the Activity. You shall provide the GLA with the final version of the activity plan at least 5 days prior to the Activity. All changes to the activity plan following the date of the Authorisation Notice shall be subject to approval by the GLA. The Authorisation Notice relates solely to the Activity, at the Agreed Period, in the Permitted Area and for the Maximum Audience (as set out in the Authorisation Notice). You shall provide the GLA with a risk assessment, method statement and a programme of works at least 5 days prior to the Activity.
- 1.4. At all times you shall comply with the byelaws, as set out in schedule 2. Please note that written permission from the GLA is required for activities listed under byelaw 5 and if you propose to carry out any of the listed activities and such activities are not included within the description of the Activity or the activity plan as at the date of the Authorisation Notice then further written approval from the GLA will be required.
- 1.5. Breach of byelaw 3, 3A, 5 or 6 may result in prosecution.
- 1.6. At all times you shall comply with the Trafalgar Square Premises Licence Conditions as set out in Schedule 3.
- 1.7. You, your employees, agents and sub-contractors shall not obstruct any free passage before, during and after the Activity other than as identified in the site plan and application form provided to maintain safe working conditions.
- 1.8. You, your employees, agents and sub-contractors shall not damage, deface, interfere with or climb on any built structure forming the fabric of TS and shall not, without the express permission of the GLA, attach any article on any built structure forming the fabric of TS and you shall ensure that the fabric is protected with regards to all vehicles, infrastructure and barriers put in place for the Activity. You shall ensure that all sub-contractors are aware of these obligations as set out in these terms and conditions.
- 1.9. You must ensure that any vehicle on TS has drip trays to avoid oil markings. You will indemnify the GLA for all costs of removal of oil marks, fuel spillages or any other staining.



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1.10. The Activity must not contain anything, which might reasonably cause offence or which might place any person or property at risk of harm or damage.

1.11. The following can only be used in exceptional circumstance and with the prior written consent of the GLA, such consent must be sought in writing 21 days prior to the Activity:

- demountable structures over 1 metre in height
- amplification equipment
- Dry ice and cryogenic fog
- Smoke Machines and fog generators
- Pyrotechnics including fireworks
- Firearms
- Lasers
- Explosives and highly flammable substances
- Real flame
- Strobe Lighting

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

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

1.13. You are responsible, unless otherwise agreed with the GLA in writing, for removing all litter or waste resulting from the Activity and the Authorisation Notice. If you do not comply with this obligation to the GLA's satisfaction, the GLA may remove the litter or waste and charge you for any costs and expenses it incurs in so doing. You are responsible for costs incurred if you utilise GLA cleaning contractors on the day of the Activity to collect or remove litter or waste from TS related to the Activity.

1.14. You are responsible, unless otherwise agreed with the GLA in writing, for any costs related to accessing the power supply on TS for the Activity.

1.15. In addition to the Authorisation Notice, you shall obtain all licences, permits or consents necessary for the Activity to lawfully take place and you must comply with any conditions imposed by such licences, permits or consents. If requested by the GLA you shall provide the GLA with a copy of any such licences, permits or consents. All advertising consents must be sought from the Westminster City Council. You will be liable for any Performing Rights Society ("PRS") or Phonographic Performance Limited ("PPL") fees in connection with the use of any live or recorded music (by record, radio broadcast, CD, tape, mini disc, MP3 player, hard drive or any other form of electronic media storage).

1.16. You shall meet with third parties as necessary for any operations group meetings, including but not limited to, the local police, fire and emergency services. During the Activity, you shall give any authorised officer of the GLA, GLA contractor, the police, fire and emergency services free and uninterrupted access to all parts the Permitted Area and shall immediately comply with any request by such officer.

## **2. PAYMENT**

2.1. You agree to pay the Fee (as set out in the Authorisation Notice) no later than 30 days following receipt of an invoice from the GLA.

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- 2.2. You will fully compensate the GLA for any costs incurred by the GLA, which are a result of your non-compliance with any of the terms and conditions of the Authorisation Notice.

### **3. DAMAGE**

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

### **4. INDEMNITIES AND INSURANCE**

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

### **5. SECURITY AND STEWARDING**

- 5.1. You must provide and adopt at your own cost such security and stewarding measures as may be necessary or advisable for the protection and security of the event infrastructure, Permitted Area and attendees at the Activity. You must seek, if appropriate, the prior approval of the GLA and Police for the security and stewarding measures, including any overnight security, you plan to adopt and you must make such changes to your proposed security and stewarding plans, as the GLA or police may reasonably require. You must provide twenty-four hour Security Industry Authority (SIA) approved security, where applicable, on site from the time when equipment is delivered to the TS and until it is removed.
- 5.2. You shall ensure, where applicable, that all security and stewarding staff are Security Industry Authority (SIA) licensed and will at all times wear visible identifying badges.

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### **6. HEALTH AND SAFETY**

- 6.1. You shall ensure that you, and anyone acting on your behalf, comply with all laws for the time being in force in England and Wales, and in particular you shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Activity and you shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.
- 6.2. You shall provide the GLA with a risk assessment, if requested, at least 5 days prior to the Activity.
- 6.3. You shall be responsible for all Health and Safety issues in regard to the Activity and you must appoint a suitable person or persons to be your Activity health and safety officer(s). You agree that your Activity health and safety officer(s) shall be available on TS at all times during the Activity.
- 6.4. You shall comply with all food hygiene requirements for the distribution or sale of food under the Food Safety Act 1990 and other relevant statutory provisions. You shall comply with all requirements from Westminster Environmental Health Consultation Team.
- 6.5. You must ensure that all electrical installations are certified by an electrician as approved to BS7909 as detailed in Chapter 10 of the HSE Event Safety Guide. All electrical installations and equipment must comply with general requirements of the Electricity at Work regulations, 1989. A copy of the certificate must be submitted to the GLA in the prescribed form prior to the commencement of the Activity.
- 6.6. You must ensure that any cable installed must be a minimum of two metres away from the edge of the fountain basins in compliance with IEE Wiring Regulations Section 602.
- 6.7. You must ensure that all cable runs that traverse the public areas of TS are protected by cable ramping to prevent accidental damage of the cable.
- 6.8. All means of access, egress, sanitary accommodation and first aid facilities will be adequately and conspicuously sign posted at all times. All safety signs, notices and graphic symbols should conform to the Health and Safety (safety signs and signals) regulations 1996.
- 6.9. Only hangings, curtains, upholstery and temporary decorations complying with the relevant British (or where appropriate European) Standard shall be used. Where necessary these must be periodically tested for flame resistance and re-treated as necessary.
- 6.10. You must provide all necessary fire fighting equipment and be readily available. You must seek the London Fire and Emergency Planning Authority's, prior approval of the fire and emergency measures you plan to adopt and you must make such changes to your proposed plans, as required.
- 6.11. You are responsible for providing proper first aid facilities and persons trained in first aid at all times during the Activity.

### **7. NOISE**

- 7.1. The GLA and its agents on TS will determine acceptable levels of volume for the Activity. You must comply with all instructions relating to volume of noise or any other matter relating to the Activity. You must ensure that the

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

- 7.2. You shall, where appropriate, ensure that the conditions of the Code of Practice on Environmental Noise Control at Concerts (published 1995 by the Noise Control Council) are complied with.
- 7.3. You shall provide the GLA with a sound check and performance check schedule at least 7 days prior to the Activity.
- 7.4. You shall ensure, where applicable, that the use of all radio frequencies shall be properly licensed by Ofcom. The following radio frequencies are not permitted for use on TS:- Radio microphone / PA System Primary Frequency: 208.300 MHz and Secondary Microphone Frequency: 1 set of 5.000 Mhz.

### 8. CANCELLATION

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

### 9. GENERAL

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

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## **Schedule 2 - Byelaws**

**GREATER LONDON AUTHORITY**

**TRAFALGAR SQUARE BYELAWS**

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

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

### **1. Citation**

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

### **2. Interpretation`**

In the Byelaws-

"the Act" means the Greater London Authority Act 1999<sup>1</sup>;

"the Authority" means the Greater London Authority;

"the Mayor" means the Mayor of London;

"the Square" means Trafalgar Square as defined in the Trafalgar Square Act 1844<sup>2</sup>;

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

(a) loudspeakers; and

(b) loudhailers;

"animal" means any animal or bird;

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

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

"sleeping equipment" means any sleeping bag, mattress or other similar item designed, or adapted, (solely or mainly) for the purpose of facilitating sleeping in a place.

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<sup>1</sup> 1999 c. 29.

<sup>2</sup> 1844 c.60.

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### **3. Acts prohibited within the Square**

- (1) No person shall within the Square–
- (a) do any act which pollutes or is likely to pollute water in any fountain or bathe in or otherwise enter any fountain or fountain bowl;
  - (b) fail to keep any animal of which he is in charge under control or on a lead;
  - (c) place any canoe, boat or inflatable object in any fountain or fountain bowl;
  - (d) use any kite, model aircraft, boat or any mechanically propelled or operated model;
  - (e) wash or dry any piece of clothing or fabric;
  - (f) fail to comply with a reasonable direction given by an authorised person to leave the Square;
  - (g) fail to remove any animal of which he is in charge from the Square after being required to do so by an authorised person;
  - (h) light a fire or barbeque, or place, throw or drop a lighted match or any other thing likely to cause a fire;
  - (i) obstruct an authorised officer in performance of his duties.
- (2) An authorised person, a member of the armed forces or of any fire brigade or ambulance service acting in the performance of his duty does not contravene Byelaw 3(1) by doing anything reasonably necessary for the performance of that duty.

### **4. Feeding of birds**

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

### **5. Acts within the Square for which written permission is required**

- (1) Unless acting in accordance with permission given in writing by the Mayor, or any person authorised by the Mayor under section 380 of the Act to give such permission, no person shall within the Square–
- (a) attach any banner or article to, climb or interfere with any tree, plinth, plant box, seat, railing, fence, statue or other structure whether permanent or temporary;
  - (b) interfere with any notice or sign;
  - (c) exhibit any notice, advertisement or any other written or pictorial matter;
  - (d) play or cause to be played a musical instrument;
  - (e) operate any amplified noise equipment;
  - (f) use any apparatus for the transmission, reception or reproduction of sound or speech, except apparatus designed and used as an aid to defective hearing, or apparatus used in a vehicle so as not to produce sound audible to a person outside that vehicle, or apparatus where the sound is received through headphones;
  - (g) project any missile manually or by artificial means;
  - (h) erect or keep erected –
    - (i) any tent, or
    - (ii) any other structure that is designed, or adapted, (solely or mainly) for the purpose of facilitating sleeping or staying in a place for any period;

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- (i) use any tent or other such structure for the purpose of sleeping or staying in that area;
  - (j) place or keep in place any sleeping equipment with a view to its use (whether or not by the person placing it or keeping it in place) for the purpose of sleeping overnight in that area;
  - (k) use any sleeping equipment for the purpose of sleeping overnight in that area;
  - (l) erect or cause to be erected any structure for the purpose of enclosing or restricting access to any part of the Square;
  - (m) collect or solicit money or any other gift;
  - (n) make or give a public speech or address;
  - (o) organise or take part in any assembly, display, performance, representation, parade, procession, review or theatrical event;
  - (p) take photographs or film or make any other recordings of visual images for the purpose of or in connection with a business, trade, profession or employment or any activity carried on by a person or body of persons, whether corporate or unincorporate;
  - (q) ride any animal on the Square;
  - (r) interfere with, remove or displace any stone, paving slab or tree;
  - (s) cause or permit any animal or bird of which he is in charge to chase, worry or injure any animal or bird;
  - (t) engage in any organised form of sport or physical exercise which causes a disturbance to any other person using the square;
  - (u) unless in an emergency, cause any vehicle to wait, or leave any vehicle unattended;
  - (v) use any pedal cycle, roller skate, ice skate, scooter, roller blade, skate board or other foot-propelled device;
  - (w) tow or leave any caravan or trailer.
- (2) It is immaterial for the purposes of the acts within the Square for which written permission is required-
- (a) in the case of an activity within Byelaw 5(1)(h) and 5(1)(i) of keeping a tent or similar structure erected or using a tent or similar structure, whether the tent or structure was first erected before or after the coming into force of this Byelaw;
  - (b) in the case of an activity with Byelaw 5(1)(j) or 5(1)(k) of keeping in place any sleeping equipment or using any such equipment, whether the sleeping equipment was first placed before or after the coming into force of this Byelaw.

### **6. Trading**

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

### **7. Seizure**

- (1) An authorised person may seize and retain anything of a non-perishable nature that is on the Square if it appears to that authorised person that an item is being, or has been, used in connection with the breach of Byelaws 5(1)(e),(h),(i),(j),(k) or 6(1).
- (2) An item seized under Byelaw 7(1) must be returned to the person from whom it was seized-

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GREATER**LONDON**AUTHORITY

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

## 8. Court power of forfeiture

- (1) A court which convicts a person of an offence under section 385 of the Act for breach of Byelaw 5(1)(e),(h),(i),(j),(k) or 6(1) may make an order providing for the forfeiture of any item seized under Byelaw 7(1) that was used in the commission of the offence.
- (2) The power of the court to make an order under Byelaw 8(1) is in addition to the court's power to impose a fine under section 385(3) of the Act.

### 9. Name and address

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

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

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

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

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



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## **GREATERLONDONAUTHORITY**

**Mayor of London**

**Boris Johnson**

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

10. **Signed by authority of the**

11. **Secretary of State**

<b>Name:</b>	<b>John Penrose MP</b>
<b>Title:</b>	<b>Minister for Tourism and Heritage</b>
<b>Date:</b>	<b>27<sup>th</sup> March 2012</b>
<b>Addem:</b>	

### **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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## **GREATERLONDONAUTHORITY**

### **Schedule 3 – Summary of Trafalgar Square Premises License Conditions**

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

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

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

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

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

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

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

- Detailed plan showing site layout including any temporary structures and emergency egress points
- Waste Management Plan
- Health and Safety Management plan including Risk Assessments
- Emergency and Evacuation procedures including communications
- Crowd Management and Stewarding
- Provision and Storage of Electrical Generators and LPG Cylinders, where used
- Provision of fire fighting equipment

4. A minimum of 21 days written notice to be given to the Greater London Authority of any Activity within Trafalgar Square where a temporary structure is to be erected.

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

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

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

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

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

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

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

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## **GREATERLONDONAUTHORITY**

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

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

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

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

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

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