

GREATER LONDON AUTHORITY

[REDACTED]
(By email)

Our Ref: MGLA080620-4004

8 April 2021

Dear [REDACTED]

Thank you for your request for information which the Greater London Authority (GLA) received on 7 June 2020. I am sorry for the delay in responding to you. Your request has been considered under the Freedom of Information Act 2000.

You requested:

a) Details and copies of any contract, application or other official documents submitted by, or agreed with, the Royal Opera House for the hosting of live opera screenings or broadcasts in Trafalgar Square during 2020.

b) Details and copies of any correspondence between the Mayor of London's team and the Royal Opera House in relation to any proposed hire of Trafalgar Square by the Opera House during 2020 for live opera screenings or broadcasts. This should include correspondence in relation to postponements or revised permissions in light of the Covid-19 pandemic.

Our response to your request is as follows:

The GLA received an application in August 2019. We have not located any other documents or correspondence. I have been informed that the Royal Opera House contacted the GLA in late 2019 or early 2020 to withdraw the application and that the BP Big Screens were cancelled before the Covid-19 Pandemic.

Please find attached the following information within scope of your request:

- Email (chain) dated 19 August 2019 (17:57) with application documents including:
 - Commercial (large) & Cultural Events Application Form for Trafalgar Square
 - Scanned copy of Application (page 9)

The following information has been withheld from disclosure under Section 24 – national security, Section 31(1)(a) – prevention or detection of crime, and Section 38(1)(b) – endangering the safety of any individual and Section 43(2) Commercial interests:

- Event safety Management Plan
- Site Plan
- Budget related information contained within the application form

Information withheld from disclosure under Section 24(1), Section 31(1)(a) and Section 38(1)(b):

The information relates to event safety and security measures for events at Trafalgar Square, one of the 10 most visited tourist attractions in London and also host to cultural celebrations, commercial events, rallies and demonstrations.

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

(13) Safeguarding national security also includes protecting potential targets even if there is no evidence that an attack is imminent. (14) The Commissioner also recognises terrorists can be highly motivated and may go to great lengths to gather intelligence. This means there may be grounds for withholding what seems harmless information on the basis that it may assist terrorists when pieced together with other information they may obtain.

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

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

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

Information withheld from disclosure under section 43(2):

Section 43(2) of the Act states that:

Information is exempt information if its disclosure under this Act would, or would be likely to, prejudice the commercial interests of any person (including the public authority holding it).

Disclosure of budget related information contained within the application form would reveal commercially sensitive information that is part of a confidential agreement the ROH has with the event sponsor. The ROH is not legally permitted to disclose this information, other than to the GLA for the purposes of gaining permission for use of Trafalgar Square and would be likely to prejudice the ability of ROH to freely and fairly compete for future funding by providing peers with an unfair competitive advantage.

Under FoIA the 'public interest' is not the same as what might be of interest to the public. In balancing the public interest in disclosure, we consider the greater good or benefit to the

community if the information is released or not. The 'right to know' must be balanced against the need to enable effective government and to serve the best interests of the public.

There is a clear public interest in the release of information that helps demonstrate the work of public bodies involved in emergency planning. To help facilitate this understanding, there is a justifiable public interest in placing into the public domain information that would allow the public to assess the nature of the discussions that take place, the advice that is given and the way it is presented. Transparency of these decision-making processes will generate confidence in the integrity of the procedures involved.

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

The information withheld from disclosure is not key to understanding the event itself and may be replicated in part for administering future events. We have determined that safeguarding national security interests, avoiding prejudice to policing operations to prevent and detect crime, and protecting the safety of the public attending the Events in Trafalgar Square is of paramount importance.

The public interest favours maintaining the exemption provisions of s.24(1), s.31(1)(a), s.38(1)(b) and s.43(2) in relation the redacted and withheld information.

If you have any further questions relating to this matter, please contact me, quoting the reference MGLA080620-4004.

Yours sincerely


Information Governance Officer

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

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

[REDACTED]

From: [REDACTED]
Sent: 21 August 2019 10:46
To: Trafalgar Square
Subject: [REDACTED]
Attachments: GLA - 2020 Commercial (large) & Cultural Events TSQ - Royal Opera House.docx; GLA - Page 9 Signed - 2020 Commercial (large) & Cultural Events Application - ROH.pdf; ROH BP Big Screens 2019 TSQ - Event Safety Management Plan - Draft 3 - 16.05.19.pdf; Appendix 1. Site Plan 2019 - ROH BP Big Screens 11 June 2019 FINAL.pdf

Hi,

[REDACTED] has submitted her application for ROH to the Events inbox!

Best wishes,
[REDACTED]

From: [REDACTED] <[\[REDACTED\]@roh.org.uk](mailto:[REDACTED]@roh.org.uk)>
Sent: 19 August 2019 17:57
To: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Cc: [REDACTED] <[\[REDACTED\]@roh.org.uk](mailto:[REDACTED]@roh.org.uk)>
Subject: [REDACTED]

Hi [REDACTED]

As promised, please find attached:

1. The completed 2020 Commercial (Large) & Cultural Events Application
2. Page 9 of the application signed by me
3. The 2019 Site Plan and ESMP which will be updated for 2020 but will be essentially the same format for both

Please let me know if you need anything else from us

Thanks as ever for your help and best wishes

[REDACTED]

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

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

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

From: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Sent: 16 August 2019 17:08
To: [REDACTED] <[\[REDACTED\]@roh.org.uk](mailto:[REDACTED]@roh.org.uk)>
Subject: [REDACTED]

Hi [REDACTED],

Hope you are well!

[REDACTED]

Regarding the application, can I just confirm you sent the application to Trafalgar Square events?

I can chase up regarding the application with the team.

Have a good weekend.

Best wishes,

[REDACTED]
[REDACTED] Events for London
External Relations
GREATERLONDONAUTHORITY
City Hall | The Queen's Walk | London | SE1 2AA |

From: [REDACTED] <[\[REDACTED\]@roh.org.uk](mailto:[REDACTED]@roh.org.uk)>
Sent: 15 August 2019 11:29
To: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Cc: [REDACTED] <[\[REDACTED\]@roh.org.uk](mailto:[REDACTED]@roh.org.uk)>
Subject: [REDACTED]

Dear All

Regarding my email below, I've got the bounce back from [REDACTED] letting me know he is no longer with you and would be very grateful if someone could let me know who best to follow up next year's dates with please

Thanks so much

Best wishes

[REDACTED]

[REDACTED]

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

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

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

From: [REDACTED]
Sent: 15 August 2019 11:24
To: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Cc: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@roh.org.uk](mailto:[REDACTED]@roh.org.uk)>
Subject: [REDACTED]

Dear [REDACTED]

[REDACTED]

In particular, we are keen to establish whether the dates below will be available for 2020, we have submitted an application for these dates but have not yet had a response

Thanks as ever for your help

Best wishes

[REDACTED]

From: [REDACTED]
Sent: 18 July 2019 07:09
To: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Cc: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@roh.org.uk](mailto:[REDACTED]@roh.org.uk)>
Subject: [REDACTED]

Thanks [REDACTED]

And just to add that we have submitted an application for 2020, based on next year's programme of ballets and operas, so would also be very grateful if you could give us an indication, after the meeting, whether we can confirm the following dates:

Thursday 28 May 2020
Thursday 9 July 2020
Tuesday 14 July 2020

Thanks again and very best

[REDACTED]

From: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Sent: 17 July 2019 23:11
To: [REDACTED] <[\[REDACTED\]@roh.org.uk](mailto:[REDACTED]@roh.org.uk)>
Cc: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@roh.org.uk](mailto:[REDACTED]@roh.org.uk)>
Subject: [REDACTED]

[Remainder of email chain relates to 2019 event - out of scope of request]

Commercial (large) & Cultural Events Application Form for Trafalgar Square

Before completing this form please ensure you have read the Guidance Notes for Commercial (large) & Cultural Events.

Please note that the GLA defines a “large “event to be one that has an audience of at least 10,000 attendees.

This document does not confer permission to hold an event on Trafalgar Square. Advertising or promotion of activity in any form is not permissible until the conditional agreement has been signed.

Application Forms should be submitted **at least 3-6 months in advance** of the proposed event depending on scale.

Application Forms must be completed in full in **WORD** format. For advice and support please contact events@london.gov.uk

SECTION A – EVENT PROPOSAL

1. Event Overview	Details	
1.1 Event Name	Royal Opera House – BP Big Screens	
1.2 Organisation Name	Royal Opera House	
1.3 Event Management Company appointed (if applicable)	Project Manager for ROH – [REDACTED]	
1.4 Event Date/s & times please indicate if flexible	Thursday 28 May 2020 – Opera / Ballet Title TBC Thursday 9 July 2020 – Opera / Ballet Title TBC Tuesday 14 July 2020 – Opera / Ballet Title TBC	
1.5 Alternative Date/s & times if applicable	N/A	
1.6 Type of event – tick all categories that apply	<div style="text-align: right; padding-right: 10px;"> Cultural <input checked="" type="checkbox"/> Commercial / Brand Promotion <input type="checkbox"/> Performance Based <input checked="" type="checkbox"/> Representing a Community <input checked="" type="checkbox"/> Promotional Launch <input type="checkbox"/> Sporting Event <input type="checkbox"/> Live Content <input checked="" type="checkbox"/> Installation <input type="checkbox"/> </div>	Double click box to mark it 'checked'
1.7 Detailed description of your proposed event/ activity including 4 Key Objectives This is an opportunity to give as much detail about the event as possible including: the purpose of the event, and proposed content of the event, and any VIP/artist involvement. Please also include detail on why you consider the event is of world-class status. 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: <ul style="list-style-type: none"> • Purpose of the proposed activity including key objectives. • Site plan 	<ul style="list-style-type: none"> • The ROH BP Screenings provide: <ol style="list-style-type: none"> 1. Free live screenings of performances at the Royal Opera House, Covent Garden 2. A live host and live, small scale entertainment during the intervals 3. An opportunity for Londoners and visitors to London, who may never have seen a ballet, or an opera, to experience world class performances by the Royal Ballet and the Royal Opera, one of the world’s leading opera companies • Site Plan and Infrastructure: The 2020 screenings will follow the same site plan as 2019, a copy of which is attached, showing the position of the infrastructure which will comprise: <ul style="list-style-type: none"> 1 x Large truck screen 2 x Outside Broadcast trucks and satellite link Screen relay cameras PA system 	

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<ul style="list-style-type: none"> • Details of any infrastructure (e.g. barriers, stages, video screens, etc.) • Details of any potential celebrity/ VIP attendance • Description of any activities where children may be performing • Stewarding details • Event Management Plan • Branding • Access Plan • Build & Derig plan (taking into consideration CDM April 2015) <p>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. If your application is successful then you will need to provide the GLA with evidence of approval from Westminster City Council.</p> <p><i>Please use additional sheets where necessary and attach any supporting images.</i></p>	<ul style="list-style-type: none"> Temporary flat level audience seating Barriers and fencing Mobile power – Generators Temporary toilets Production marquees <ul style="list-style-type: none"> • There are no plans for celebrity attendance • VIP guests will be hosted in the temporary seating on the North Terrace • No children will be performing at the events • Stewarding will be provided by SES – A company with experience of security and stewarding in Trafalgar Square • Event Management Plan – The 2020 ESMP will closely follow the ESMP for the 2019 events, a copy of which is attached. It includes details of: <ul style="list-style-type: none"> Production and Event schedules Stewarding Plan Access Plan Build & De-rig plan (taking into consideration CDM April 2015) • Building control A licence application for the PA structures will be submitted to Westminster City Council • Westminster City Council A separate application, relying on the same site plan and EMP, will be submitted to Westminster City Council for use of the North Terrace <p><i>Please see site plan and Draft EMP attached</i></p>
<p>1.8 Target audience/s</p>	<p>Families from across London and further afield, together with international visitors. Fans of classical music and ballet together with people who have never seen either. The majority of the audience live or work in London, and the number of children attending has traditionally been low due to the timing of the performance (finishing around 22.30).</p>
<p>1.9 Estimated attendance at the event overall</p>	<p>6-8,000</p>
<p>1.10 Estimated attendance at any one time</p>	<p>5,000</p>
<p>1.11 Total attendance if event has been held previously on Trafalgar Square</p>	<p>8,000</p>
<p>1.12 Indicate how the Sustainability Guidelines have been considered to date – see the Guidance Notes</p>	<p>The ROH has its own sustainability policy. The Event team has been made aware of the GLA Sustainability Guidelines and will comply with these.</p>
<p>1.13 Please give details of the history of the event including any issues/successes if applicable</p>	<p>The ROH has presented free BP Big Screen events in Trafalgar Square since 2004. The events have been successful, well attended and have attracted media coverage which reflects positively on the use of Trafalgar Square for these events, and on the Mayor’s office as a partner in the events.</p>
<p>1.1.4 Company credentials – please provide details of running previous or similar events, this is key for proposal consideration (details of Event Management Company appointed if applicable)</p>	<p>All suppliers have worked on the previous BP Big Screen events and the event management team has extensive experience of both working in Trafalgar Square and of producing other large scale free public events staged in heritage sites.</p>

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Only Cultural Events should answer section 2. If you're a commercial event organiser please move to section 3.

2.Event Offering	Details
2.1 How does the event contribute to the criteria listed in the Guidance Notes? Please provide as much detail as possible and rationale for the event	The ROH BP Big Screens contribute to the following criteria listed in the Guidance Notes: <ul style="list-style-type: none"> • Promote London as a globally competitive world-class city and a gateway to the UK • Promote London as a city of different cultures, communities, and traditions • Raise the profile of London through positive media coverage domestically and internationally • Instil pride in Londoners, uniting them together in shared city values • Engage Londoners and visitors to London in cultural activities Contribute to the social development of communities in London
2.2 Key message of event – this should be one top line sentence of what message the event hopes to achieve	Access to arts and culture helps to build a more inspired and creative society, it gives us a sense of who we are and where we've come from.
2.3 Methods for targeting audience/s	Limited press advertising, and outdoor (tube) poster campaign, ROH marketing channels, online and social media
2.4 Media and Marketing Plan – summary of key deliverables	To be confirmed but at a similar level to previous years' marketing.
2.5 Is there a legacy for the event?	To engender an interest in opera and ballet, for an audience who might not otherwise have the opportunity to experience it.
2.6 Are there any opportunities for participation and engagement at the event and for who?	Audience participation may be included in the interval programme, this is not yet decided and will be confirmed in advance of the event.

Please note that the GLA reserves the right to refuse any branding or images.

3.Finance & Sponsorship	Details
3.1 Anticipated budget	£ [REDACTED]
3.2 How is the event funded including any sponsorship or commercial partnerships and sponsors	Wholly funded by BP.
3.2 What funding/income has been secured to date? Please note we would expect all organisers to have 50% of their budget secured before applying.	The budget has been approved and the funding secured.
4. Partners	Details
4.1 Who are the partners and how are they involved in the event? Include any Embassy involvement; please give details of any funding agreements.	Royal Opera House / BP / The Mayor's Office

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SECTION B – EVENT OPERATION

5. Additional Details	Details	
Applicant Full Name	[REDACTED]	
Applicant Contact Number (Mobile or Telephone)	[REDACTED]	
Name of on-site contact (Mobile required)	[REDACTED] – as above	
Applicant E-mail	[REDACTED]@roh.org.uk	
Company No (if applicable)	480523	
Organisation Website	www.roh.org.uk	
Organisation Address	Royal Opera House, Covent Garden, London WC2E 9DD	
Invoice Address	As above	
Charity No (if applicable)	211755	
VAT Registration No (if applicable)	GB 769 377565	
Build Date/s and times (if applicable)	Commence get in and build 06.00 on each event day: Thursday 28 May 2020 Thursday 9 July 2020 Tuesday 14 July 2020	
De-rig Date/s and times (if applicable)	De-rig commences immediately after each screening, circa 22.30 and is completed by 02.00	
What infrastructure will be built on the Square? Please give as much detail as possible including: <ul style="list-style-type: none"> • Staging • Cameras • Lights • Fencing • Screen/s • PA system • Marquees • Stalls – Food/drink trading, information, activation, interaction 	Infrastructure as listed above and shown on the site plan The event does not include any stalls or food and drink concessions	
Stewarding and Security plans , please provide details of proposed Security Company if applicable	Please see Draft EMP	
Depending on the scale of the event, documentation will be required during the planning process , please indicate which documentation you will be providing either in this proposal or during the planning process.	<div style="text-align: right; padding-right: 10px;"> Site Plan Event Management Plan Event Management Process Production Scheduled Risk Assessment Method Statement including Emergency Procedures Communications/Marketing Plan Security and Stewarding Plan Food Safety Plan Waste Management Plan First Aid Plan Fire Procedures Accessibility Plan Sustainability Plan Traffic Management Plan </div>	Double click box to mark it 'checked' <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
You will need to possess Public Liability Insurance to hold an event. The GLA requires a minimum of £5million cover. Large scale events involving alcohol require a minimum of £10million cover. You will need to provide		

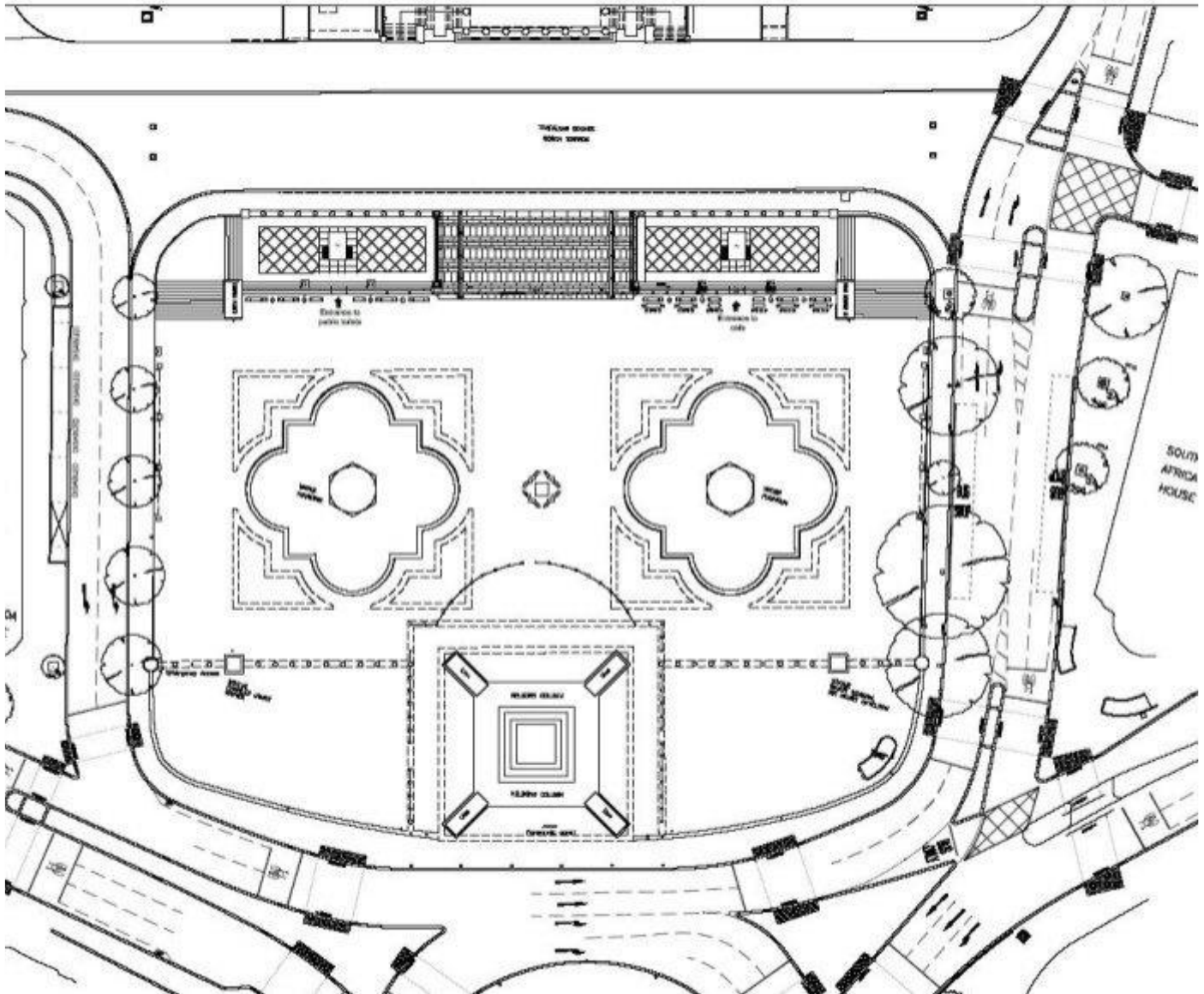
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<p>copies of the appropriate event insurance once the event has been approved to proceed with planning and at signing of the conditional agreement.</p>															
<p>Are any of the following licensable activities applicable? If so please check the appropriate box and provide details.</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"></td> <td style="width: 20%; text-align: center; font-size: small;">Double click box to mark it 'checked'</td> </tr> <tr> <td style="text-align: right; padding-right: 10px;">Amplified Music</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: right; padding-right: 10px;">Dance Performance</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right; padding-right: 10px;">Theatrical/Drama Performance</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right; padding-right: 10px;">Sport/Games Participation</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right; padding-right: 10px;">Alcohol Sales</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right; padding-right: 10px;">Film Showings</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>		Double click box to mark it 'checked'	Amplified Music	<input checked="" type="checkbox"/>	Dance Performance	<input type="checkbox"/>	Theatrical/Drama Performance	<input type="checkbox"/>	Sport/Games Participation	<input type="checkbox"/>	Alcohol Sales	<input type="checkbox"/>	Film Showings	<input checked="" type="checkbox"/>
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Amplified Music	<input checked="" type="checkbox"/>														
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Theatrical/Drama Performance	<input type="checkbox"/>														
Sport/Games Participation	<input type="checkbox"/>														
Alcohol Sales	<input type="checkbox"/>														
Film Showings	<input checked="" type="checkbox"/>														
<p>What parking for load in/de-rig is requested?</p> <p>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.</p> <p>For smaller activities the GLA will only give permission for up to two vehicles to access Trafalgar Square. For larger activities ALL vehicles must be approved by the GLA before they will be permitted to access Trafalgar Square.</p> <p>Please indicate the amount of vehicles you may require and what they will be used for: How many vehicles will require access to the Square?</p>	<p>A full list of vehicle access required for the build and de-rig, will be submitted in advance.</p> <p>Please refer to the site plan for the vehicle positions required during the event for the broadcast and screen vehicles.</p>														
<p>Please provide details of your waste management plan. Trafalgar Square waste management is provided by the GLA's contractor Veolia. Please note that the cost of waste management for a large event is approximately £3,500 (excluding VAT). Please factor this cost into your budget.</p>	<p>Veolia will be engaged for all cleansing of the Square, including cleansing and restocking the permanent toilets.</p>														
<p>Do you require the GLA to provide an engineer for access to a power supply? Please note that house power is available on the square and this would be the preferred power option. The cost for an engineer is £46.36 (exc VAT) per hour.</p>	<p>Power for the event infrastructure is provided by diesel generators.</p>														

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<p>Please note that if the house power is not sufficient for your event then we will permit diesel generators.</p>	<p>An engineer will be required for any issues relating to TSG permanent infrastructure including: toilets, lifts, lighting and fountains.</p>
<p>Will the event have live or recorded music? If yes, a PRS licence is likely to be required and should be factored into the budget by organisers</p>	<p>Yes.</p>

Based on the plan below, please submit a site layout for the event with your Proposal Form.



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

A draft site plan has been submitted.

Declaration

I have completed this application form correctly and to the best of my knowledge and I have understood the byelaws and all the terms and conditions in the Guidance Notes and agree to abide by them. Failure to abide by the byelaws and terms and conditions may mean that the event is not permitted to proceed.

Please note that electronic signatories are accepted.

Name (Print): [REDACTED]
Organisation: Royal Opera House
Date: 19.8.19
Signature of applicant:

**Use of Trafalgar Square ("TS") is subject to the following terms and conditions:
Permission to use TS shall only be granted by way of an Authorisation Notice granted by the Greater London Authority.**

1. YOUR RESPONSIBILITIES AND OBLIGATIONS

1.1 Use of TS shall be for the activity defined in the Authorisation Notice ("Activity"), during the Agreed Period (as set out in the Authorisation Notice) and within the Permitted Area (as set out in the Authorisation Notice) entirely at your own risk and expense. The GLA shall accept no responsibility for personal injury or death, or loss or damage to any property incurred by any person in relation to the Activity or the Authorisation Notice or the use of TS however caused except to the extent that it arises as a result of the negligence of the GLA.

1.2 You shall nominate a person or persons to be your on site contact for all dealings with the GLA in relation to the Activity and will provide details of your on site contact to the GLA at least 7 days prior to the event. Your contact must be available on TS at all times during the Activity.

1.3 The Activity shall be carried out in accordance with the agreed activity plan, as set out in the application form and in any additional documentation regarding the Activity. You shall provide the GLA with the final version of the activity plan at least 5 days prior to the Activity. All changes to the activity plan following the date of the Authorisation Notice shall be subject to approval by the GLA. The Authorisation Notice relates solely to the Activity, at the Agreed Period, in the Permitted Area and for the Maximum Audience (as set out in the Authorisation Notice). You shall provide the GLA with a risk assessment, method statement and a programme of works at least 5 days prior to the Activity.

1.4 At all times you shall comply with the byelaws, as set out in schedule 2. Please note that written permission from the GLA is required for activities listed under byelaw 5 and if you propose to carry out any of the listed activities and such activities are not included within the description of the Activity or the activity plan as at the date of the Authorisation Notice then further written approval from the GLA will be required.

1.5 Breach of byelaw 3, 3A, 5 or 6 may result in prosecution.

1.6 At all times you shall comply with the Trafalgar Square Premises Licence Conditions as set out in Schedule 3.

1.7 You, your employees, agents and sub-contractors shall not obstruct any free passage before, during and after the Activity other than as identified in the site plan and application form provided to maintain safe working conditions.

1.8 You, your employees, agents and sub-contractors shall not damage, deface, interfere with or climb on any built structure forming the fabric of TS and shall not, without the express permission of the GLA, attach any article on any built structure forming the fabric of TS and you shall ensure that the fabric is protected with regards to all vehicles, infrastructure and barriers put in place for the Activity. You shall ensure that all sub-contractors are aware of these obligations as set out in these terms and conditions.

1.9 You must ensure that any vehicle on TS has drip trays to avoid oil markings. You will indemnify the GLA for all costs of removal of oil marks, fuel spillages or any other staining.

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

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

- demountable structures over 1 metre in height
- amplification equipment
- Dry ice and cryogenic fog
- Smoke Machines and fog generators
- Pyrotechnics including fireworks
- Firearms

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- Lasers
- Explosives and highly flammable substances
- Real flame
- Strobe Lighting

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

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

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

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

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

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

2. PAYMENT

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

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

3. DAMAGE

3.1 At the commencement of the Agreed Period you will carry out a condition survey of the Permitted Area in conjunction with the GLA's agent on TS and immediately following the end of the Agreed Period you agree to carry out a further condition survey of the Permitted Area in order to ascertain whether any damage has been done to the Permitted Area. Each condition survey shall be a walk-through the Permitted Area, taking note of any damage.

3.2 If any loss or damage to TS occurs as a result of or in connection with the Activity (including but not limited to graffiti), as identified as a result of the condition survey required to be carried out under clause 3.1, or otherwise, you must immediately report this to the GLA and you will be liable to fully compensate the GLA to make good any damage.

4. INDEMNITIES AND INSURANCE

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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.

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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.

- You will need to ensure that the Security Firm submit their stewarding plans to you at least 21 days ahead of the event. These will be requested by the GLA and will be reviewed in the LOSPG meetings.
- The Security company must be on the Square before the build commences and until the end of the de-rig unless otherwise agreed by the GLA.
- The Security Firm will need to work together with the Heritage Wardens, therefore the Security Supervisor will need to introduce him/herself to the Heritage Warden Supervisor when arriving onsite.
- The Security Firm must be given the most up to date TSQ byelaws and will be expected to brief their staff on the byelaws prior to working on site.
- The Security Firm must be given the vehicle schedule and can only permit vehicles listed on the schedule onto the Square. This should be controlled in the SW corner of the Square and each vehicle must be issued with the relevant permit before a vehicle can proceed onto the rest of the Square.

The Security Firm is only permitted to bring their own vehicle onto the square for the sole purpose of a secure place for the security equipment to be kept. In the event that a cabin or other secure unit is provided by you for the security firm then at no time should their vehicle be parked on the square whilst the unit is onsite. Please ensure that their vehicle is included in the vehicle schedule and they provide the vehicle details at least 3 days ahead of their arrival on site.

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.

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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.

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6.7 You must ensure that all cable runs that traverse the public areas of TS are protected by cable ramping to prevent accidental damage of the cable.

6.8 All means of access, egress, sanitary accommodation and first aid facilities will be adequately and conspicuously sign posted at all times. All safety signs, notices and graphic symbols should conform to the Health and Safety (safety signs and signals) regulations 1996.

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

6.10 You must provide all necessary fire fighting equipment and be readily available. You must seek the London Fire and Emergency Planning Authority's, prior approval of the fire and emergency measures you plan to adopt and you must make such changes to your proposed plans, as required.

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

7. NOISE

7.1 The GLA and its agents on TS will determine acceptable levels of volume for the Activity. You must comply with all instructions relating to volume of noise or any other matter relating to the Activity. You must ensure that the LAeq (5min) noise level does not exceed 79dB one metre from the nearest affected neighbouring buildings façade as determined by the GLA.

7.2 You shall, where appropriate, ensure that the conditions of the Code of Practice on Environmental Noise Control at Concerts (published 1995 by the Noise Control Council) are complied with.

7.3 You shall provide the GLA with a sound check and performance check schedule at least 7 days prior to the Activity.

7.4 You shall ensure, where applicable, that the use of all radio frequencies shall be properly licensed by Ofcom. The following radio frequencies are not permitted for use on TS:- Radio microphone / PA System Primary Frequency: 208.300 MHz and Secondary Microphone Frequency: 1 set of 5.000 Mhz.

8. CANCELLATION

8.1 If you cancel the Activity with less than 7 Days, the GLA shall charge you the full Fee for the Agreed Period set out in the Authorisation Notice and for any costs the GLA may have incurred in preparation of you using TS.

8.2 If you cancel the Activity within 14 days of the proposed Activity the GLA shall charge you a cancellation fee of 50% of the full Fee and for any costs the GLA may have incurred in preparation of you using TS.

8.3 If you re-schedule the Activity you must give at least 21 days' 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 a Fee for the Agreed Period set out in the Authorisation Notice.

8.4 The GLA reserves the right to charge for the recovery of any costs incurred for large or complex events that cancel at any time leading up to the date of the Activity. The GLA 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 emergency or other authorised legitimate access requirements for which no satisfactory alternative arrangements can be made.

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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.

Trafalgar Square Byelaws 2012

Trafalgar Square Byelaws 2012

Greater London Authority Act 1999, Section 385 (1), (2) and (4) Local Government Act 1972, Section 236B

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; "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;

"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.

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;

¹ 1999 c. 29.

² 1844 c.60.

(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;

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- (c) exhibit any notice, advertisement or any other written or pictorial matter;
- (d) play or cause to be played a musical instrument;
- (e) operate any amplified noise equipment;
- (f) use any apparatus for the transmission, reception or reproduction of sound or speech, except apparatus designed and used as an aid to defective hearing, or apparatus used in a vehicle so as not to produce sound audible to a person outside that vehicle, or apparatus where the sound is received through headphones;
- (g) project any missile manually or by artificial means;
- (h) erect or keep erected –
- (i) any tent, or
- (ii) any other structure that is designed, or adapted, (solely or mainly) for the purpose of facilitating sleeping or staying in a place for any period;
- (i) use any tent or other such structure for the purpose of sleeping or staying in that area;
- (j) place or keep in place any sleeping equipment with a view to its use (whether or not by the person placing it or keeping it in place) for the purpose of sleeping overnight in that area;
- (k) use any sleeping equipment for the purpose of sleeping overnight in that area;
- (l) erect or cause to be erected any structure for the purpose of enclosing or restricting access to any part of the Square;
- (m) collect or solicit money or any other gift;
- (n) make or give a public speech or address;
- (o) organise or take part in any assembly, display, performance, representation, parade, procession, review or theatrical event;
- (p) take photographs or film or make any other recordings of visual images for the purpose of or in connection with a business, trade, profession or employment or any activity carried on by a person or body of persons, whether corporate or unincorporate;
- (q) ride any animal on the Square;
- (r) interfere with, remove or displace any stone, paving slab or tree;
- (s) cause or permit any animal or bird of which he is in charge to chase, worry or injure any animal or bird;
- (t) engage in any organised form of sport or physical exercise which causes a disturbance to any other person using the square;
- (u) unless in an emergency, cause any vehicle to wait, or leave any vehicle unattended;
- (v) use any pedal cycle, roller skate, ice skate, scooter, roller blade, skate board or other foot-propelled device;
- (w) tow or leave any caravan or trailer.

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(2) It is immaterial for the purposes of the acts within the Square for which written permission is required-

(a) in the case of an activity within Byelaw 5(1)(h) and 5(1)(i) of keeping a tent or similar structure erected or using a tent or similar structure, whether the tent or structure was first erected before or after the coming into force of this Byelaw;

(b) in the case of an activity with Byelaw 5(1)(j) or 5(1)(k) of keeping in place any sleeping equipment or using any such equipment, whether the sleeping equipment was first placed before or after the coming into force of this Byelaw.

6. Trading

(1) Unless acting in accordance with the terms of a written licence issued by the Mayor, or any person authorised by the Mayor under section 380 of the Act to issue such a licence, no person shall within the Square-

(a) carry on any trade or business;

(b) sell or hire anything, or offer anything for sale or hire;

(c) expose or have in his possession anything for the purpose of sale or hire within the Square;

(d) use language which publicly intimates that any article, commodity, facility or service can be obtained within the Square or elsewhere.

(2) Byelaw 6(1) is a trading byelaw for the purposes of section 385 of the Act.

7. Seizure

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

(2) An item seized under Byelaw 7(1) must be returned to the person from whom it was seized-

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

(b) if proceedings are commenced against the person for an offence under section 385 of the Act for breach of Byelaws 5(1)(e),(h),(i),(j),(k) or 6(1) before the return of the item under Byelaw 7(2)(a), at the conclusion of those proceedings.

(3) If it is not possible to return an item under Byelaw 7(2) because the name or address of the person from whom it was seized is not known-

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

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

(4) Byelaw 7(2)(b) and 7(3) do not apply if a court makes an order under Byelaw 8(1) for the forfeiture of the item.

(5) The references in Byelaw 7(1) to an item that is "on" the Square include references to an item that is in the possession of a person who is on the Square.

8. Court power of forfeiture

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(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 twenty fifth day of January 2012.

Summary of Trafalgar Square Premises Licence Conditions

Mandatory conditions

1. No supply of alcohol may be made at a time when there is no designated premises supervisor in respect of this licence.
2. No supply of alcohol may be made at a time when the designated premises supervisor does not hold a personal licence or the personal licence is suspended.
3. Every supply of alcohol under this licence must be made or authorised by a person who holds a personal licence.
4. Admission of children to the premises must be restricted in accordance with the film classification recommended by the British Board of Film Classification or recommended by this licensing authority as appropriate.
5. All persons guarding against unauthorised access or occupation or against outbreaks of disorder or against damage (doors supervisors) must be licensed by the Security Industry Authority.
6. The responsible person shall take all reasonable steps to ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises in a manner which carries a significant risk of leading or contributing to crime and disorder, prejudice to public safety, public nuisance, or harm to children.
 - (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to:
 - (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
 - (ii) drink as much alcohol as possible (whether within a time limit or otherwise);
 - (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic (other than any promotion or discount available to an individual in respect of alcohol for consumption at a table meal, as defined in section 159 of the Act);
 - (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less;
 - (d) provision of free or discounted alcohol in relation to the viewing on the premises of a sporting event, where that provision is dependent on
 - (i) the outcome of a race, competition or other event or process, or
 - (ii) the likelihood of anything occurring or not occurring;

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(e) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner.

7. The responsible person shall ensure that no alcohol is dispensed directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of a disability).

8. The responsible person shall ensure that free tap water is provided on request to customers where it is reasonably available.
Effective from 1st October 2010

9. (1) The premises licence holder or club premises certificate holder shall ensure that an age verification policy applies to the premises in relation to the sale or supply of alcohol.

(2) The policy must require individuals who appear to the responsible person to be under 10 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and a holographic mark.

10. The responsible person shall ensure that:

(a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures:

(i) beer or cider: ½ pint;

(ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and

(iii) still wine in a glass: 125 ml; and customers are made aware of the availability of these measures.

A responsible person in relation to a licensed premises means the holder of the premise licence in respect of the premises, the designated premises supervisor (if any) or any individual aged 18 or over who is authorised by either the licence holder or designated premises supervisor. For premises with a club premises certificate, any member or officer of the club present on the premises in a capacity that which enables him to prevent the supply of alcohol.

Conditions attached after a hearing by the licensing authority

11. An Event Management Plan must be provided to the Environmental Health Consultation Team for all events with:

(i) an event with an enclosed public area within Trafalgar Square;

(ii) where determined to be a major event by the quarterly Westminster Events' Planning Group at which a member of the Environmental Health Consultation Team will be present;

(iii) for any other event where an Event Management Plan is required by the Environmental Health Consultation Team

Incorporated into the Event Management Plan will be:

(i) Detailed plan showing site layout including any temporary structures and emergency egress points

(ii) Waste Management Plan

(iii) Health and Safety Management plan including Risk Assessments

(iv) Emergency and Evacuation procedures including communications

(v) Crowd Management and Stewarding

(vi) Provision and Storage of Electrical Generators and LPG Cylinders, where used

(vii) Provision of fire fighting equipment

12. Where Condition 11 applies an Event Management Plan shall be forwarded to the Environmental Health Consultation Team at least 28 days prior to the event day/s or such lesser times as agreed in writing by the Environmental Health Consultation Team. So far as is reasonably practicable the GLA will ensure that the Event Management Plan is followed.

13. A rolling 3 month programme of events to be held in Trafalgar Square to be received to all Responsible Authorities.

14. A minimum of 10 days written notice to be given to the Environmental Health Consultation Team of any event within Trafalgar Square where a temporary structure is to be erected or such lesser times as agreed in writing by the Environmental Health Consultation Team.

15. Where condition 6 applies the licensee shall ensure that the highway and public spaces in the vicinity of the premises are kept free of litter from the premises at all material times to the satisfaction of the Council.

16. Where condition 6 applies the highway in the vicinity of the premises 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.

17. The Licence Holder must ensure that:

(a) on up to 10 licensable events per year when the stage is facing south the music noise level ("MNL") shall not exceed 83dB LAeq (5 minutes) one metre from the nearest affected façade; and

(b) For licensable events when the stage is facing north the music the MNL shall not exceed 79dB LAeq (5 minutes) one metre from the nearest affected façade.

18. There shall be no noise audible at the boundary of the premises, 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 Monday to Saturday 08:00- 13:00 Sunday

19. (1) The Licence Holder will appoint an independent noise consultant to advise the Licence Holder on measures to mitigate music noise at affected facades for proposed Licensable Events, and will become the primary point of contact for WCC Environmental Health Consultation Team.

(2) The Licence Holder will supply the following information to the Westminster Environmental Health Consultation Team, 10 days prior to an event date:

(a) Onsite contact details for an appropriate person or persons, in overall charge of the event noise levels; and

(b) A running order, including the approximate times for any sound tests.

20. Any special effects or mechanical installations shall be arranged and stored so as to minimise any risk to the safety of those using the premises. The following special effects will only be used upon 10 days prior written notice being given to the London Fire and Emergency Planning Authority and the Environmental Health Consultation Team, Westminster City Council and the Metropolitan Police:

(i) Dry ice and cryogenic fog

(ii) Smoke Machines and fog generators

(iii) Pyrotechnics including fireworks

(iv) Firearms

(v) Lasers

(vi) Explosives and highly flammable substances

(vii) Real flame

(viii) Strobe Lighting

21. 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 retreated as necessary

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

23. No non-emergency vehicles shall be operated within the premises during an event.

24. The event organiser will comply with all reasonable requirements of the Environmental Health Consultation Team, Westminster City Council, the London Fire and Emergency Planning Authority and the Metropolitan Police

25. The number of Licensable Events will not exceed 40 in a calendar year. Rehearsals for Licensable Events may take place on a further 10 separate occasions. The Licence Holder will give advance notice to the members of the Trafalgar Square Neighbours Group of the 10 Rehearsals, such notice to include the approximate times for the sound checks.

Definitions:

Licensable events shall mean any event involving licensable activity organised and managed by the Licence Holder

Rehearsals shall mean a practice run-through of a Licensable Event in advance of the advertised staging of the actual Licensable Event.

26. The total number of hours cumulatively for rehearsals will amount to no more than 50 hours in any calendar year.

27. At least 10 days' notice of the rehearsal must be given to the City Councils Environmental Health Service.

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28. Rehearsals will be inaudible one meter from the nearest noise sensitive premises between 08:00 and 12:00 and from 14:00 to 17:00 Monday to Friday.

29. There shall be no publicity of these rehearsals.

30. The number of Major Events* will not exceed 10 in a Calendar Year.

31. Consultation with members of the Trafalgar Square Neighbours Group will be conducted quarterly.

32. Onsite contact details for an appropriate person, at the Greater London Authority to be provided to the Trafalgar Square Neighbours Group for all licensable events.

Definitions

*A major event will comprise an event staged on the main island of Trafalgar Square as defined by Plan No.TS1 dated November 2005 where:

Infrastructure exceeds that area and/ or an event that requires a full road closure of any of the three surrounding roads: Pall Mall East, Charing Cross Road! Morley's Hill, or South Side Trafalgar Square (also known as Charing Cross) and) or any event determined to be a major event by the quarterly Westminster Events' Planning Group at which a member of the Environmental Health Consultation Team will be present.

**'Trafalgar Square Neighbours Group' is constituted by representatives invited from the National Gallery, National Portrait Gallery, Canada House, St-Martins-in-the-Fields, South African High Commission, the Cabinet Office, Westminster City Council, the Metropolitan Police and any other premises within the vicinity, as appropriate.

33. Alcohol will not be made available for sale or supply on more than 10 days in any calendar year. For each of the 10 days the Licensing Authority will require 10 working days' notice and the Metropolitan Police will have the right of veto

34. For each event where alcohol sales on the premises are proposed, a detailed plan shall be forwarded to an officer identified as the contact point in the event planning process by the Metropolitan Police Service for specific events as early as possible.

The plan for approval shall include:

- (a) the exact location of the bars;
- (b) the area/s set aside for alcohol consumption;
- (c) the type of alcohol to be sold;
- (d) any associated crowd management processes that are different from condition 10; and
- (e) whether any container other than recyclable plastic or paper cups is to be authorised.

35. No alcohol sales shall be permitted until the Metropolitan Police agree with the plan submitted.

36. The Metropolitan Police may approve the plan subject to specified further measures being included.

37. Except where an alternate beverage is approved under condition 34(c), beer or wine only shall be sold at an event on the premises.

38. If approval to vary the alcoholic beverage for the event or day in question is granted under condition 34(c), then the conditions approved by the police shall apply in full to the sale of the alcoholic beverage authorised for the event or day in question.

39. Unless otherwise approved under condition 34(e), all alcohol shall be provided to the public in recyclable plastic or paper cups.

40. If approval to vary the type of container or cup for the event or day in question is granted under condition 34(d), then the conditions approved by the police shall apply in full to the event or day in question.

41. If beer is brought to the venue for sale by the GLA in any other container (such as cans or bottles), then it shall be poured into the recyclable plastic or paper cups before being given to the purchaser.

42. Unless otherwise approved under condition 34(e), bottles or cans shall not be sold to the public, whether opened or sealed.

43. Unless police approval is given under condition 34(d) to vary these requirements, stewards shall monitor all entry and egress points throughout the day of an event.

Such monitoring shall include:

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(a) (i) Persons entering the premises shall be told by stewards and security to decant all alcohol into recyclable cups supplied. Signage at all points of entry shall re-enforce this message of not bringing alcohol onto the premises. Persons refusing to decant alcohol shall not be admitted to the premises.

(ii) Persons attempting to leave the premises with alcohol shall be advised by stewards and security that they are about to enter a designated "no drinking zone", and should not leave the premises with alcohol. Signage at all points of exit shall re-enforce this message of not taking alcohol from the premises. Those refusing to comply shall be warned that police officers might intervene to prevent them breaking the law.

(b) The numbers of stewards at each entry and egress point shall be continuously reassessed throughout the day in consultation with the relevant senior police officer on duty for the event or relevant area of the event.

(c) All stewards shall wear readily identifiable tabards.

44. If approval to vary the above for the event or day in question is granted under condition 34(d), then the conditions approved by the police shall apply in full to the event or day in question.

45. The bars shall close immediately on direction of a police officer on duty

46. Any person who is clearly drunk, or whose manner is such that it can reasonably be expected that the person's presence at the event will be disruptive and likely lead to another's distress or annoyance, shall be refused entry into any designated drinking area.

47. Sales of alcohol shall not occur until the Event Safety Plan is approved by the Metropolitan Police and the Operational Planning and Safety Group.

48. All events at which alcohol is sold shall be enclosed.

49. An appropriate safe capacity set by the Metropolitan Police shall be identified before the Metropolitan Police approve the sale of alcohol at an event.

50. Events that serve alcohol shall fulfil proof of age requirements and implement specific measures to meet any police concerns.

51. There shall be signs erected advising that no alcohol will be served to persons under the age of 18. If there is any doubt as to the age of customers they shall be refused service.

52. Alcohol purchased in the licensed premises shall not be taken off the premises.

53. No glass bottles or cans containing alcohol shall be permitted on the premises except in the bar areas to which the public have no access.

54. Bars shall close 15 minutes prior to the end of the event.

55. Noise levels will be monitored at all Major Events and a report detailing the results of the monitoring will be made available on request to the members of the Trafalgar Square Neighbours Group

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Please note that electronic signatories are accepted.

Name (Print): [REDACTED]
Organisation: Royal Opera House
Date: 19 8 19 [REDACTED]
Signature of applicant: [REDACTED]

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.