

Assemblies & Demonstrations in The Royal Parks

Policy Statement

Assemblies, Demonstrations, Rallies and Marches

The Royal Parks (TRP) has a long tradition of accommodating public demonstrations and protests. In 1866 there were riots when the authorities prevented people demonstrating in favour of the Great Reform Bill from entering Hyde Park. Since 1872, assemblies have been allowed in Hyde Park so that people might demonstrate their support for social and political causes or other rights and freedoms.

TRP maintains this 'traditional' right of people to assemble for rallies and demonstrations in Hyde Park, and we will be happy to consider requests and accommodate them where we can. However, TRP retains the right to determine where in Hyde Park the assembly takes place. Organisers should also contact the Metropolitan Police and other relevant authorities.

Hyde Park is the traditional place for protest within TRP's estate and for logistical, practical, historic and ecological reasons the other Royal Parks have not normally been used for this purpose. However, in certain circumstances permission may be given for those who wish to demonstrate in the other parks if the protest directly relates to an activity within that park.

Policy and Procedures

We usually approve requests if:

- The date is available;
- There is no risk of public disorder;
- There is no entertainment involved;
- You agree to TRP's conditions and those of relevant authorities.

In Hyde Park assemblies normally take place in the area known as the Reformer's Tree, with entry/exit to the site through Cumberland Gate. It may be possible to close North Carriage Drive to allow participants to assemble safely.

In the other parks, if a request is accepted, the location of the demonstration will be agreed through discussion between the Park Manager, the police, the organisers, and other relevant authorities. Demonstrations are not permitted



directly in front of Buckingham Palace, on Horse Guards Parade, or the Ceremonial route of the Mall.

Conditions

Permission is given subject to a number of conditions which include the following:

- Those attending should arrive by public transport or on foot;
- Banners or placards may not be displayed while in the park;
- Only a mobile public address system, brought into the park and removed on the same day and audible only to those participating, will be allowed;
- No advertising or promotional material will be allowed, or any form of commercial activity;
- No entertainment or other performances may take place;
- The only staging we will allow is a platform truck to act as a rostrum for speakers and the public address system;
- The only other vehicle we will allow is a sound contractor's van to manage the public address system;
- No collections of monies may take place in the park;
- Assemblies may not commence more than an hour before the specified start time;
- The event must not breach Park Regulations.

How to Apply

If your organisation wishes to hold an event in any Royal Park, you should apply in writing to: Park Manager, Ranger's Lodge, Hyde Park, London, W2 2UH, or email: <u>hyde@royalparks.org.uk</u>.

Your application should be received by The Royal Parks at least 21 calendar days before the date you want the event to take place.

We may, in exceptional circumstances, agree to an event at short notice (for example; in response to an event of major national or world significance), unless another similar event is booked for that date or there are important logistical reasons why it could not happen.

Your organisation will need to supply the following information in writing when applying:

- The purpose of the event;
- The name and address of the organisation seeking to hold it;
- The date and time of the event;
- How many people you expect will attend;
- Number of speakers;



- How long the planned event is expected to last;
- Relevant requests for or actual licences and or permissions from appropriate local authorities;
- A delivery plan, risk assessment, marshalling plan and any other relevant information demonstrating your organisation's ability to manage the event.

Your organisation may be invited to a meeting with the Park Manager and the Metropolitan Police to discuss the proposed event.

Once TRP has agreed in principle, we will send you the form of indemnity the agreement to sign and ask your organisation for the deposit. These documents must be signed and returned within 14 days.

Formal permission will be given once we have received the signed documents and the bank has cleared the bond.

For events agreed at short notice, documents should be signed and returned by the following day (or whatever time is agreed with TRP).

If we do not receive the signed documents, or the bond within 14 days (or whatever time is agreed with TRP), the date will no longer be held and the event will not be able to take place. TRP will confirm this by letter or email. TRP will write to say that your organisations application has lapsed and the specified date will no longer be held.

You will be required to:

- Meet all health, safety and environmental requirements;
- Indemnify TRP (to the sum of at least £5M) against all claims for loss. injury, damage and other such incidents arising from the event;
- Pay a deposit to cover any such costs we may incur as a result of the event taking place in the park and meet any costs incurred by TRP that exceed the amount covered by the deposit;
- Nominate a person to be the point of contact with TRP before, during and after the event;
- Have funding to pay for any additional equipment or facilities that may be required by the Park Manager or relevant authorities – for example barriers and toilets;
- Comply with Park Regulations and with any requests from the Park Manager and / or the Metropolitan Police;
- Discuss and agree in advance, all arrangements for press coverage of the event with The Royal Parks and The Metropolitan Police.



Cancellations

Force Majeure

TRP may withdraw permission (thereby cancelling the event) if there is an event of Force Majeure (as defined below). In such cases neither party shall be liable to the other for any failure or delay in performing its obligations under this agreement which is due to Force Majeure where there is no reasonably practicable means available to the party concerned to avoid such failure or delay.

If either party becomes aware of any circumstances of Force Majeure, which give rise to any such failure or delay, or which appear likely to do so, that party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other party of the period for which it estimates that the failure or delay will continue.

"Force Majeure" means any event or occurrence which is reasonably outside the control of the party concerned and which is not attributable to any act or failure to take preventive action by the party concerned, including without limitation, act of terrorism, death, fire, flood or explosion of any kind, Act of God, war, natural disaster, riot, civil commotion, the demise of a member of the Royal Family such that it would require cancellation of an Event and equivalent circumstances which it could not be reasonably expected to foresee or provide for in advance, but shall not include any industrial action occurring within that party's organisation or within any sub-contractor's organisation.

If the Event is cancelled due to Force Majeure, both parties will use reasonable endeavours to reschedule the Event as soon as is reasonably possible thereafter.

State Occasion

The event may be cancelled or curtailed in the event of a State occasion without compensation to the organiser.

Speakers' Corner

There has been a longstanding tradition of allowing individual public speaking at Speaker's Corner in Hyde Park. This is an area that has been specifically set aside for individuals to express their views and for others to respond. For some it symbolises free speech in the United Kingdom. Speakers' Corner operates throughout the year. Speakers are subject to the normal legal requirements in relation to public speaking and public order.