

IN THE HIGH COURT OF JUSTICE

Claim No.[]

BUSINESS AND PROPERTY COURTS

OF ENGLAND AND WALES (ChD)

PROPERTY, TRUSTS AND PROBATE LIST

B E T W E E N:-

THE UNIVERSITY OF LONDON

Claimant

-and-

(1) ABEL HARVIE-CLARK

(2) TARA MANN

(3) HAYA ADAM

(4) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS BY THE 'SOAS LIBERATED ZONE FOR GAZA' AND/OR 'DEMOCRATISE EDUCATION' MOVEMENTS, ENTER OR REMAIN WITHOUT THE CONSENT OF THE CLAIMANT UPON ANY PART OF THE LAND (DEFINED IN SCHEDULE 1)

(5) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS BY THE 'SOAS LIBERATED ZONE FOR GAZA' AND/OR 'DEMOCRATISE EDUCATION' MOVEMENTS, OBSTRUCT OR OTHERWISE INTERFERE WITH ACCESS TO AND FROM ANY PART OF THE LAND (DEFINED IN SCHEDULE 1)

(6) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS BY THE 'SOAS LIBERATED ZONE FOR GAZA' AND/OR 'DEMOCRATISE EDUCATION' MOVEMENTS, ERECT ANY TENT OR OTHER STRUCTURE, WHETHER PERMANENT OR TEMPORARY, ON ANY PART OF THE LAND (DEFINED IN SCHEDULE

1)

Defendants

PARTICULARS OF CLAIM

The Claimant and the Land

1. The Claimant is a provider of higher education. The Claimant was incorporated by Royal Charter in 1836 and gained its degree awarding powers in its fourth charter of 1863.

2. The Claimant is the registered freehold proprietor of the following parcels of land registered at HM Land Registry, being:

- a. Title Number 325806, which comprises the land known as and situate at The Warburg Institute, Woburn Square, the Courtauld Institute of Art, Woburn Square, 24 to 28 Woburn Square Part of the School of Oriental and African Studies, 10 Thornhaugh Street, 25 to 29 Russell Square, Stewart House, 32 Russell Square, Senate House, Malet Street, Institute of Education, Malet Street, Birkbeck College, Malet Street, University of London Union, Malet Street, 27 to 32 Torrington Square, land forming part of the roadway at Montague Place, Thornhaugh Street, Byng Place and Woburn Square, and land forming the roadway at Torrington Square and Thornhaugh Square,
- b. Title Number NGL376460, which comprises the land known as and situate at 55 to 59 Gordon Square, 10 to 18 Woburn Square and Woburn Square Gardens, 35 to 42 Thornhaugh Mews, 9 Thornhaugh Street, 21 to 24 Russell Square and parts of the School of Oriental Studies, Thornhaugh Street, and the Institutes of Education and Law (University of London), 20 Bedford Way, London,
- c. Title Number LN91321, which comprises the land known as and situate at part of 29 to 35 (all) Gordon Square, 14 Taviton Street, and the garden of Gordon Square,
- d. Title Number LN94166, which comprises the land known as and situate at 11 Bedford Square, London, WC1B 3RF, 2, 4, 8, 10, 12, 14, 16, 18 and 20 Gower Street, London, WC1E 6DP, 82 Gower Street, London, WC1E 7JD and 42, 44, 46, 48, 50, 52, 64, 56 Torrington Place, London WC1E 7JD,
- e. Title Number LN179751, which comprises the land known as and situate at Warwickshire House, being 52 to 60 (even numbers) Gower Street, Royal Academy of Dramatic Art being 62 and 64 Gower Street, College Hall being 66 to 72 (even numbers) Gower Street and College Hall, Theatre and Dilke House, Malet Street,

collectively, “**the Site**”.

3. True copies of each of the respective Registers of Title and Title Plans are annexed to this statement of case at enclosure C1.
4. Annexed to this statement of case at enclosure C2 is a true copy of a plan of the Site, showing parts of the Site shaded, hatched and crosshatched in yellow and cross hatched orange, aqua, blue, green, purple and red and which are referred to herein as “**the Yellow Land**”, “**the Orange Land**”, “**the Aqua Land**”, “**the Blue Land**”, “**the Green Land**”, “**the Purple Land**”, and “**the Red Land**” respectively. Collectively, these parcels of land are referred to as “**the Land**”.
5. The Land does not consist of residential premises, albeit that the Red Land consists of decommissioned student halls of residence which are currently vacant and unoccupied.
6. The Claimant has an immediate right to possession of the Land.
7. The Land is not subject to any leases or occupational licences; nor is it subject to any public rights of way.
8. The Claimant has promulgated Ordinance 24, titled ‘Code of Practice on Meetings or Other Activities on University Premises’ and dated 15 February 2019, and the annexes thereto (together, “**the Code**”) in compliance with its duties under s.43 of the Education (No.2) Act 1986 as regards the taking of steps which are reasonably practicable to ensure that freedom of speech is secured for meetings and other activities on the Site. A true copy of the Code is annexed to this statement of case at enclosure C3.
9. The Code applies to meetings and other activities in respect of which there is a real risk of the Claimant being unable to carry out its legal obligations, including its obligations to secure participants’ safety and to avoid public disorder and other breaches of the peace. The Code sets out, at Annex 1, the procedure to be followed in respect of such meetings and activities. The procedure involves proposed meeting or activity being notified to the Claimant’s appointed officer (“**the Appointed Officer**”) in advance, which permits the Claimant the opportunity to carry out a specific risk assessment and,

having done so, either grant or refuse permission (or grant permission subject to conditions).

10. Further, and consistently with this, visitors to the Land are required to comply with regulations promulgated by the Claimant (**“the Visitor Regulations”**). A true copy of the Visitor Regulations is annexed to this statement of case at enclosure C4.
11. Regulation 15.2 of the Visitor Regulations stipulates that anyone proposing to demonstrate on any part of the Land should notify the Head of Hospitality and Conferencing Services at least 72 hours in advance of the planned demonstration. Further, Regulation 15.3 provides that the Claimant may impose conditions on such demonstrations in the interests of safety, security, and other visitors’ enjoyment of their visits. Regulation 15.3 also makes specific reference to Regulation 5.1 which, in turn, provides that, if a visitor is behaving antisocially or that their conduct causes or is likely to cause risk or disturbance to other visitors, the Claimant’s staff or to property, then the Claimant’s security staff may refuse admission to the Land, ask a visitor to leave, and/or escort a visitor from the Land.
12. The Claimant is entitled, as registered freehold proprietor, to take steps to prevent trespass to the Land.

The protest activity

13. Since 6 May 2024, the Defendants have, under the banner of “SOAS Liberated Zone for Gaza” (**“SLZG”**), organised and/or taken part in a series of pro-Palestinian protests on the Land, as well as on other parts of the Site and on adjacent land in separate ownership (**“the SLZG Protests”**). The SLZG Protests are, wholly or principally, directed at the School of Oriental and African Studies (**“SOAS”**), rather than the Claimant.
14. Further, since in or around early October 2024, the Defendants have begun protesting, under the banner of “Democratise Education” but in conjunction with the SLZG, against SOAS’ disciplinary policy and its response to students involved in the SLZG Protests (**“the Democratise Education Protests”**).

15. To the best of the Claimant's knowledge, the Land has been chosen by the Defendants because of its proximity to buildings occupied by SOAS.

16. This is the second claim the Claimant has brought against the Defendants in respect of their trespassory protest action on the Claimant's land (the first being Claim No. PT-2024-000646, "**the Earlier Proceedings**"). By the Earlier Proceedings, the Claimant sought possession of the four parcels of land which together comprise the Yellow Land and the Orange Land.

17. The background to the Earlier Proceedings is summarised below:

- a. On or around 6 May 2024, without taking any steps in accordance with the Code to seek the consent of the Claimant, and in breach of Regulation 15.2 of the Visitor Regulations, the Defendants (or some of them) entered the Land without prior notification or consent, erected a number of tents on part of the Yellow Land, and established an encampment ("**the Original Encampment**").
- b. Thereafter, the Defendants (or some of them) erected a number of structures on other parts of the Yellow Land, and numerous SLZG Protests took place on the Yellow Land, none of which were notified to the Appointed Officer or the Claimant's Head of Hospitality and Conferencing Services in accordance with the Code and Regulation 15.2 of the Visitor Regulations respectively.
- c. The number of members of the Original Encampment fluctuated from time-to-time, with as many as 200 persons in attendance during the aforementioned demonstrations. When the Earlier Proceedings were issued, the Original Encampment comprised one large tent, 40 smaller tents, and five gazebos of varying sizes (one small, two medium, two large).
- d. The Defendants did not have any express or, alternatively, implied licence or consent to enter upon and/or remain on the Yellow Land, nor did they have any express or, alternatively, implied licence or consent to erect ramps, tents, gazebos, or any other structure on the Yellow Land. Accordingly, at all material

times the occupation of the Defendants, and the presence of the aforementioned structures, represented a continuing act of trespass.

e. Without prejudice to that position, insofar as the Defendants ever had any licence or consent (which was and is denied), on 23 July 2024, the Claimant served the Defendants with notice to terminate any such licence (“**the Notice**”). The Notice was served by hand by the Claimant’s process servers, Tremark.

f. The presence of the Original Encampment was highly disruptive to the Claimant, its students and employees, and other lawful visitors. While the Original Encampment was in situ, various instances of criminal damage and other anti-social behaviour occurred on the Site, including vandalism and/or attempts to forcibly enter the buildings on the Site.

18. The Earlier Proceedings were issued on 25 July 2024. As set out above, the Claimant sought possession of the Yellow Land, this being the part of the Site on which the Original Encampment was situated, as well as the Orange Land, on the basis of the Claimant’s reasonable belief that, if the Defendants were ordered to vacate the Yellow Land, there was a real risk that they would seek to relocate the Original Encampment to the Orange Land.

19. The hearing of the Earlier Proceedings took place before Deputy Master Rhys on 31 July 2024. At that hearing, Deputy Master Rhys ordered the Defendants to give possession forthwith of the Yellow Land and the Orange Land (“**the Possession Orders**”). True copies of the Possession Orders are appended hereto marked enclosure C5.

20. Following the obtention of the Possession Orders, the Original Encampment dispersed on or around 4 August 2024.

21. However, immediately thereafter, some or all of the Defendants relocated to, and encamped at, a proximate area of land known as Christchurch (“**the Second Encampment**”), which is registered under Title Number NGL376460 and forms part of the Purple Land.

22. On or around 7 August 2024, the Claimant instructed enforcement agents to attend the Second Encampment, following which this too dispersed.

23. Thereafter, the Defendants (or some of them) relocated to, and encamped at, land known as and situate at Byng Place, WC1E 7LE (“**the Third Encampment**”). The approximate location of the Third Encampment is shown marked in red with the number “3.0” on the satellite image taken from Google Earth annexed hereto at enclosure C6. Although the Third Encampment is adjacent to the northern-most point of the Site, the land on which the Third Encampment is situated is not owned by, nor otherwise in the possession of, the Claimant. The Claimant believes that the land upon which the Third Encampment has been established belongs to the local authority, the London Borough of Camden (“**Camden**”). As at the date hereof, the Claimant does not know what Camden’s planned response to the Third Encampment is.

24. Since then, the SLZG Protests have continued, and the Democratised Education Protests have also begun. Although the Third Encampment is not situated on the Land, these protests have involved trespass on the Land. For example:

- a. Between 3 and 5 September 2024, some or all of the Defendants congregated on part of Torrington Square, and carried out a protest with megaphones during SOAS graduation ceremonies. Although this protest was directed at SOAS, the demonstration itself took place on land belonging to the Claimant, being part of the Orange Land.
- b. On 24 September 2024, some or all of the Defendants returned to Torrington Square again, and erected a gazebo. The Defendants also placed a table on the land, together with a banner (reading “Educide in Gaza”) and a whiteboard (bearing their demands). The Claimant has applied for a writ of possession.
- c. On 27 September 2024, some or all of the Defendants organised a mass protest on the Orange Land.

d. On 3 October 2024, some or all of the Defendants staged, participated in, and/or attended a Democratised Education Protest on the Orange Land.

e. On 5 October 2024, some or all of the Defendants participated in a protest march which involved an unlawful trespass upon the Orange Land.

25. None of the Defendants have taken any steps in accordance with the Code to seek the consent of the Claimant to any of the SLZG Protests or the Democratised Education Protests, nor have any of the aforementioned protests been notified to the Claimant's Head of Hospitality and Conferencing Services in accordance with the Visitor Regulations.

26. In the premises, the Defendants did not have any express or, alternatively, implied licence or consent to enter upon and/or remain on the Land, nor did they have any express or, alternatively, implied licence or consent to erect a gazebo or any other structure on the Land. Accordingly, the presence of the Defendants, and the presence of the gazebo, has amounted to a trespass.

27. The SLZG Protests have continued, and the Democratised Education Protests have begun, notwithstanding the Possession Orders and the dispersal of the Original and Second Encampments.

28. Further, some or all of the Defendants have openly stated an intention to continue to carry out further protest activities on land, including the Land or on other land situated nearby, similar to those described above, including the relocation of the Third Encampment or any future encampment, unless restrained by the Court. By way of non-exhaustive example:

a. On 1 August 2024, the day after the making of the Possession Orders, the Instagram account @soasliberatedzone published a video in which the Second Defendant can be seen saying that *'they'll never be able to take that away from us...whether we're on this land or whether we're on different land'*.

- b. On 6 August 2024, the day before the dispersal of the Second Encampment, the Instagram account @soasliberatedzone co-authored a collaborative post which consisted of a video with the caption '*SOAS uni encampment resistance by relocation*'.
- c. On 9 August 2024, two days after the dispersal of the Second Encampment, the Instagram account @soasliberatedzone published a video featuring the Third Defendant, in which she says that '*they have been seeing these encampments as mere trends...but this is why SOAS students are here to say we have relocated...this is phase three of the SOAS Liberated Zone for Gaza*'. The Third Defendant goes on to say that '*we cannot back down*' and '*we cannot rest*'.
- d. On 11 August 2024, the account published a video, featuring the First and Third Defendants, in which an unknown speaker can be heard saying '*we will not stop until they divest, and we will not stop until Palestine is liberated*' and '*disclose, divest, we will not stop we will not rest*'. The caption to this post includes the following statement: '*this is why we fight. This is why we relocate and we continue with the SOAS liberated zone for Gaza [...] We will continue to hold them accountable and escalate*'.
- e. Likewise, on 18 August 2024, the Instagram account @soasliberatedzone published a video, featuring the First, Second, and Third Defendants, of a protest outside the London offices of The Guardian. The Third Defendant can be seen saying that '*they thought that these encampments were just a small point in student history...but we are here to say that we will stay...we will stay until our demands are met...we will continue to organise and mobilise, specifically we are ready for the new academic year*'.
- f. On 27 September 2024, the same account published to Instagram a video of the protest which took place that day, accompanied by a caption which stated that '*we will not stop until SOAS STOPS THE COMPLICIITY. Come and join us*'.
- g. On 2 October 2024, the same account co-authored a collaborative post with, amongst others, another Instagram account @democratise.education. This

consisted of a video of various individuals, including the First, Second, and Third Defendants, using megaphones to address a crowd. The First Defendant can be seen saying '*our movement is only getting stronger*' and '*it is our responsibility to keep up the fight*'. The Third Defendant can be seen saying '*this is the beginning of the academic year, which means we need to be louder than ever, we need to be stronger than ever*'. The caption to the post states that '*ITS [sic] TIME TO TAKE OUR STRUGGLE FURTHER AND FIGHT FOR WHAT WE DESERVE [...] We call on all students, staff and communities to join us to DEMOCRATISE EDUCATION*'. The caption concludes by setting out details of the aforementioned rally on 3 October 2024.

29. By reason of the matters set out above, including the proximity of the buildings occupied by SOAS to the Land and the location of the Original and Second Encampments, the Claimant reasonably believes that any future encampment is very likely to be established on the Land.

30. In the premises, there is a real and imminent risk of the tort of trespass being committed, or continuing to be committed, on the Land. If this tort were to be committed, then an award of damages would not be an adequate remedy for the Claimant, as the harm would be, whether wholly or in part, irreparable and/or unquantifiable:

- a. To date, the SLZG Protests have had a significant adverse impact on the student experience for the Claimants' students and/or students at other institutions, including those which are the Claimants' tenants. As set out above, the SLZG Protests disrupted SOAS graduation ceremonies which were held in early September 2024. Likewise, the mass protest on 27 September 2024 forced SOAS to cancel its scheduled Freshers' Fayre.
- b. Likewise, in view of the instances of anti-social and other intimidating behaviour in connection with the SLZG Protests, the Claimant's staff have suffered, and are at risk of suffering on an ongoing basis, harassment and/or aggression from some or all of the Defendants; this is a non-pecuniary harm for which the Claimant cannot be compensated in money.

- c. The Claimant has demised a number of buildings on the Site to other providers of higher education, including SOAS. The SLZG Protests and Democratised Education Protests risk adversely affecting the Claimant's tenants' use and enjoyment of their premises; this is a non-pecuniary harm for which the Claimant cannot be compensated in money.
- d. If a further encampment were to be established on the Land, then this could pose a number of health and safety risks for the occupiers, as well as others in the vicinity. The Original Encampment and/or the Second Encampment posed a number of such risks, arising from – for example – the lack of any sanitation facilities and the use of open flames on cooking appliances in the vicinity of the tents and other flammable materials.
- e. The Claimant is also at risk of reputational harm. The Site is used by both the Claimant and third parties for hosting various events, such as conferences and summer schools. The Claimant reasonably believes that, if the SLZG Protests and/or the Democratised Education Protests continue and/or a further encampment is established on the Land, then there is a real risk that those who have placed bookings with the Claimant may be persuaded to cancel them or, alternatively, delegates or invitees may choose not to attend any events which do take place.
- f. Since 6 May 2024, the Claimant has incurred significant additional costs associated with security and cleaning as a result of the SLZG Protests and, in particular, the instances of, say, anti-social behaviour and graffiti. The Claimant, being a provider of higher education, necessarily operates within stretched budgetary constraints. Despite this, the Claimant has been forced to divert its finite resources to responding to the SLZG Protests, which will inevitably, if it continues, impact its available budget for other student and/or staff services.

31. In the premises, the Claimant claims, and is entitled to, precautionary injunctive relief restraining the commission of the tort of trespass.

The Defendants

32. To the extent that it has been possible to identify individuals by name who are participating in the SLZG Protests and Democratise Education Protests and/or in respect of whom there is a real and imminent risk of them so doing, they have been named in these proceedings (“**the Named Defendants**”). Specifically, the Named Defendants (to date) were or are students enrolled at SOAS. Prior to the Earlier Proceedings, SOAS identified and provided to the Claimant details for the Named Defendants. The Named Defendants attended the hearing before Deputy Master Rhys on 31 July 2024. Since then, the Named Defendants have also appeared in numerous social media posts, including posts on Instagram which have been published by the accounts @soasliberatedzone and @democratise.education.

33. The Claimant also claims against persons unknown by reference to conduct that is unlawful. That conduct has been defined using non-technical language and is clear in its scope and application. In respect of those Defendants who have not yet been identified, the Claimant will continue, during these proceedings, to seek to identify and name them as soon as reasonably practicable.

34. The Claimant does not believe that any of the Defendants are students of the Claimant. As set out above, the Named Defendants are enrolled at SOAS, the SLZG Protests and Democratise Education Protests are directed at SOAS, rather than the Claimant, and, in any event, the vast majority of the Claimant’s students are online distance learners, being students who are enrolled in courses which are delivered remotely.

AND THE CLAIMANT CLAIMS:

- (1) A precautionary injunction restraining the Defendants, and each of them, from undertaking or engaging in any or all of the following activities:
 - a. Entering onto any part of the Land for the purpose of protesting without first complying with the terms of the Code and the Visitor Regulations, specifically:
 - i. by notifying one of the Appointed Officers immediately if they consider that the Code applies to the planned protest and, thereafter, complying with the procedure laid down therein,

- ii. by notifying the Claimant's Head of Hospitality and Conferencing Services at least 72 hours in advance of the planned demonstration in accordance with Regulation 15.2,
 - iii. by complying with any conditions imposed on any such demonstration by the Claimant pursuant to Regulation 15.3, and
 - iv. only upon receipt of written confirmation from any of the Appointed Officers that permission for the protest is granted,
 - v. or on such terms as the Court shall think fit.
- b. Obstructing or otherwise interfering with access to or from the Land,
 - c. Erecting any tent or other structure, whether permanent or temporary, on any part of the Land,
 - d. Causing, assisting or encouraging any other person to do any act prohibited by sub-paragraphs (a) to (c) above, and
 - e. Continuing any act prohibited by sub-paragraphs (a) to (c) above.
- (2) Further or other relief, and
- (3) Costs.

KESTER LEES KC
TAYLOR BRIGGS

STATEMENT OF TRUTH:

The Claimant believes that the facts stated in these Particulars of Claim are true. The Claimant understands that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am authorised by the Claimant to sign this statement.

Signed: 

Dated: 14 OCTOBER 2024

Full name: CONNOR MERRIFIELD

Office held: Associate

Name of Claimant's solicitors: PINSENT MASON LLP.

SCHEDULE 1 – THE LAND

The land shown on the plan at enclosure C2 (the “**Plan**”), which comprises the following parcels of land:

1. Those parts of title number 325806 which are shown shaded yellow, cross hatched yellow and hatched yellow on the Plan;
2. Those other parts of title number 325806 and which are shown cross hatched orange on the Plan;
3. The other parts of title number 325806 and which are shown cross hatched aqua on the Plan;
4. The garden of Gordon Square, London, which forms part of title number LN91321 and is shown cross hatched blue on the Plan;
5. The gardens known as Malet Street Gardens, London, which form part of title number LN94166 and are shown cross hatched green on the Plan;
6. The land at Woburn Square, London, which forms part of title number NGL376460 and is shown cross hatched purple on the Plan; and
7. Part of the land known as and situated at 52 to 60 Gower Street, London, being Bonham Carter and Warwickshire House, which is registered under title number LN179751 and shown cross hatched red on the Plan.