

IN THE HIGH COURT OF JUSTICE

Claim No: PT-2024-000893

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

HEARING BUNDLE – APPLICATION HEARING

DOC NO.	DOCUMENT DESCRIPTION	DATE	PAGE NO.
PLEADINGS			
0.	Index	-	1-3
1.	Claim form	14 October 2024 (sealed 15 October 2024)	4-8
2.	Particulars of claim (excluding Enclosures)	14 October 2024	9-23
3.	Application for an interim precautionary injunction	14 October 2024 (sealed 15 October 2024)	24-29
4.	Defence	3 January 2025	30-43
5.	Reply to the Defence	3 April 2025	44-71
COURT ORDERS			
6.	Order for alternative service	16 October 2024	72-77
7.	Order varying order for alternative service	13 December 2024	78-80
8.	Order granting an interim precautionary Injunction	30 October 2024 (amended on 13 November 2024)	81-93
9.	Directions Order	21 January 2025	94-95
APPLICATION AND SUPPORTING DOCUMENTS			
10.	Application Notice to, <i>inter alia</i> , amend Particulars of Claim	30 July 2025	96-100
11.	Amended Particulars of Claim	-	101-205

DOC NO.	DOCUMENT DESCRIPTION	DATE	PAGE NO.
12.	Witness Statement of Matthew Grigson	30 July 2025	206-238
13.	Draft Order granting, <i>inter alia</i> , the Claimant permission to amend its Particulars of Claim	-	239-254
WITNESS STATEMENTS IN THE CLAIM			
14.	Witness Statement of Alistair Jarvis (excluding Exhibits)	11 October 2024	255-279
RELEVANT DOCUMENTS IN THE EARLIER PROCEEDINGS (CLAIM NUMBER PT-2024-000646)			
15.	Witness Statement of Alistair Jarvis (excluding Exhibits)	25 July 2024	280-299
16.	Orders for Possession in the Earlier Proceedings	2 August 2024	300-307
EVIDENCE OF SERVICE OF APPLICATION			
17.	Witness Statement of Connor Merrifield (with Exhibits)	30 July 2025	308-330



Claim Form

In the High Court of Justice
Business and Property Courts
Property, Trusts and Probate List (ChD)

Fee Account no.

Help with Fees -
Ref no. (if applicable)

H W F -

14 Oct 2024

For court use only

Claim no.

PT-2024-000893

Issue date

You may be able to issue your claim online which may save time and money. Go to www.moneyclaim.gov.uk to find out more.

Claimant(s) name(s) and address(es) including postcode

The University of London of Malet Street, London, WC1E 7HU

SEAL

Defendant(s) name and address(es) including postcode

- (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)

This claim form does not show a full address, including postcode, at which the Defendants reside. In this respect, the Claimant will, after issue of the claim form, file an application for alternative service on the Defendants by the manner prescribed by CPR 6.15.

Brief Details of Claim

The Claimant claims orders that the Defendants shall not, without the Claimant's prior written consent and authorisation, enter, remain, obstruct access to and from, and / or erect any tent or other structure, whether permanent or temporary, upon specified land in connection with boycott, divestment and sanction protests by the "SOAS Liberated Zone for Gaza" and / or "Democratise Education" movements.

Value

N/A

Defendant's name and address for service including postcode

As above.
Per the order of the Court in the Claimant's application for alternative service, which has been filed at Court on the date of this Claim.

£

Amount claimed

Court fee

Legal representative's costs

Total amount £626

Claim no.

You must indicate your preferred County Court Hearing Centre for hearings here
(see notes for guidance)

N/A

Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

☐ Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

☒ No

Does, or will, your claim include any issues under the Human Rights Act 1998?

☐ Yes

☒ No

Particulars of Claim

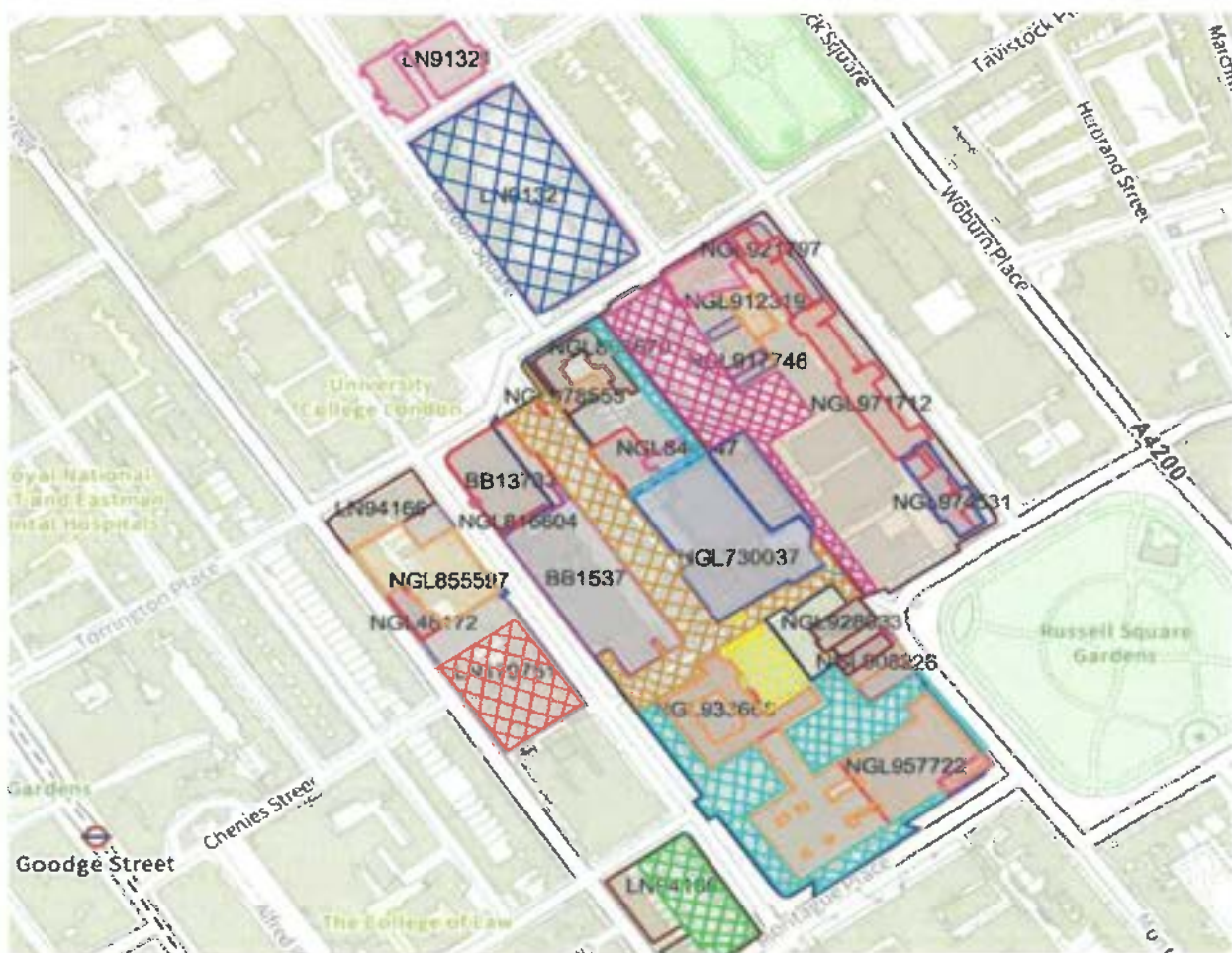
- ☒ attached
☐ to follow

SCHEDULE 1

The land shown on the plan at enclosure 1 (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.

Enclosure 1 Plan



Statement of truth

Note: you are reminded that a copy of this claim form must be served on all other parties.

I understand that proceedings for contempt of court may be brought against a person 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 believe that the facts stated in this claim form and any attached sheets are true.

☒ The claimant believes that the facts stated in this claim form and any attached sheets are true. I am authorised by the claimant to sign this statement.

Signature



☐ Claimant

☐ Litigation friend (where claimant is a child or protected party)

☒ Claimant's legal representative (as defined by CPR 2.3(1))

Date

Day

14

Month

October

Year

2024

Full name

Connor Merrifield, Associate, for and on behalf of Pinsent Masons LLP

Name of claimant's legal representative's firm

Pinsent Masons LLP

If signing on behalf of firm or company give position or office held

Associate for Pinsent Masons LLP

Claimant's or claimant's legal representative's address to which documents should be sent.

Building and street

55 Colmore Row

Second line of address

Town or city

Birmingham

County (optional)

Postcode

B 3 2 F G

If applicable

Phone number

01212 604024

DX number

Your Ref.

CM80/630232.07557

Email

alicia.foo@pinsentmasons.com / connor.merrifield@pinsentmaosns.com /
craig.downhill@pinsentmasons.com

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 @democratisc.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: Pinseut Masons 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.

N244

Application notice

For help in completing this form please read the notes for guidance form N244 Notes.

**Application will be heard at 7 Rolls Buildings,
London, EC4A 1NLL**
Date: 18 October 2024
Time and Court: To be confirmed

Name of court High Court of Justice Business and Property Courts Property, Trusts and Probate List (ChD)	Claim no.* 14 Oct 2024
Fee account no. (if applicable)	Help with Fees - Ref. no. (if applicable) PT-2024-000893
	H W F - -
Warrant no. (if applicable)	
Claimant's name (including ref.) The University of London Ref: CM80/630232.07557	
Defendant's name (including ref.) (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)	
Date	14 October 2024

1. What is your name or, if you are a legal representative, the name of your firm?

Pinsent Masons LLP

2. Are you a ☐ Claimant ☐ Defendant ☒ Legal Representative

☐ Other (please specify)

If you are a legal representative whom do you represent?

Claimants - Pinsent Masons LLP

3. What order are you asking the court to make and why?

An order in the terms of the attached draft order because the Defendants have previously trespassed on parts of or all the Land (as defined in the Order) and there is a substantial, real and imminent risk that those Defendants will trespass upon parts of or all of the Land.

4. Have you attached a draft of the order you are applying for?

☒ Yes

☐ No

5. How do you want to have this application dealt with?

☒ at a hearing

☐ without a hearing

☐ at a remote hearing

6. How long do you think the hearing will last? Is this time estimate agreed by all parties?

Hours

Minutes

☐ Yes

☒ No

7. Give details of any fixed trial date or period

The Claimant requests that this application be listed to be heard on Friday 18 October 2024

8. What level of Judge does your hearing need?

Judge

9. Who should be served with this application?

Defendants

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

Per the order of the Court on the Claimant's application for alternative service of even date.

10. What information will you be relying on, in support of your application?

☒ the attached witness statement

☒ the statement of case

☐ the evidence set out in the box below

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

- ☐ Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

- ☒ No

Statement of Truth

I understand that proceedings for contempt of court may be brought against a person 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 believe that the facts stated in section 10 (and any continuation sheets) are true.

☒ The applicant believes that the facts stated in section 10 (and any continuation sheets) are true. I am authorised by the applicant to sign this statement.

Signature

C. Merrifield

☐ Applicant

☐ Litigation friend (where applicant is a child or a Protected Party)

☒ Applicant's legal representative (as defined by CPR 2.3(1))

Date

Day

14

Month

10

Year

2024

Full name

CONNOR MERRIFIELD

Name of applicant's legal representative's firm

PINSENT MASON LCP

If signing on behalf of firm or company give position or office held

ASSOCIATE

Applicant's address to which documents should be sent.

Building and street

Pinsent Masons LLP, 55 Colmore Row

Second line of address

Town or city

Birmingham

County (optional)

Postcode

B	3		2	F	G	

If applicable

Phone number

0113 368 6523; 0121 2604024

Fax phone number

DX number

Your Ref.

CM80/630232.07557

Email

connor.merrifield@pinsentmasons.com;
alicia.foo@pinsentmasons.com;
craig.downhill@pinsentmasons.com

IN THE HIGH COURT OF JUSTICE

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES (ChD)

PROPERTY, TRUSTS AND PROBATE LIST

CLAIM NO: PT-2024-000893

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 ON THE LAND (DEFINED IN SCHEDULE 1) 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

(5) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

(6) PERSONS UNKNOWN WHO, BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

Defendants

DEFENCE

1. This Defence is a statement of case for the First, Second and Third Defendants ('the Defendants').
2. The Defendants admit paragraph 1.

3. The Claimant is a federation of seventeen independent higher education institutions. The Claimant's governance arrangements are constituted pursuant to the University of London Act 2018 which defines these universities as Member Institutions. SOAS is a Member Institution. The Claimant's federation is one of the largest student bodies in the world, with over 250,000 students. The Claimant provides benefits to students at Member Institutions including access to its intercollegiate halls, library, housing service, club and society membership and space for hosting meetings and events. The Claimant advertises achievements of students and alumni from Member Institutions on its website.
4. SOAS is part of the University of London federation and in marketing literature describes its students as University of London students. SOAS is able to award degrees on behalf of the Claimant. SOAS advertises buildings owned by the Claimant as part of the SOAS campus.
5. The Claimant is a hybrid public body for the purposes of the Human Rights Act 1998. In relation to its function in regulating protest and expression on the Site, it is exercising functions of a public nature for the purposes of the Human Rights Act 1998.
6. The Claimant is subject to duties under the Equality Act 2010 to exercise functions regulating activity on its land in a manner that does not constitute direct or indirect discrimination on the basis of any protected characteristics.
7. The Defendants are all part of the Pro-Palestinian movement. They are associated with the Palestinian racial and/ethnic group. The Defendants all hold a philosophical belief in Palestinian liberation and freedom from oppression and this grounds their actions and commitment as part of the Boycott, Divestment and Sanctions movement.
8. Pursuant to Section 43 of the Education (No 2) Act 1986 the Claimant is obliged to take such steps as are reasonably practicable to ensure that freedom of speech within the law is secured for members, students and employees of the establishment and for visiting speakers. This includes the duty to ensure that, as far as reasonably practicable, the use of the Claimant's

premises is not denied to any individual or body of persons on any ground connected with the beliefs or views of that individual or of any member of that body or the policy or objectives of that body.

9. Section A1 of the Higher Education and Research Act 2017 (as inserted by the Higher Education (Freedom of Speech) Act 2023) provides that the Claimant must take the steps that, having particular regard to the importance of freedom of speech, are reasonably practicable to secure freedom of speech for students. Whilst not yet in force, the Claimant's policies should be interpreted in accordance with its obligations under that Act.
10. The Defendants admit paragraph 2.
11. The Defendants admit paragraph 3.
12. The Defendants admit paragraph 4.
13. The Defendants have no knowledge in relation to paragraph 5.
14. The Defendants admit paragraph 6.
15. The Defendants deny the parts of paragraph 7 which relate to public rights of way. The Land is constantly used by members of the public, including student members of the Claimant's Member Institutions. There is generally no physical segregation of the Claimant's Land and adjoining spaces. Public events are held on the Land such as the weekly Bloomsbury Farmers Market. Members of the public who visit the area are unlikely to be aware that in doing so they are subject to any regulations. The Land is surrounded by and intersected by public highways from which access to the Land is gained.
16. Additionally, student members of the Claimant's Member Institutions have permissive access to the land for a variety of purposes which are not limited to studying and instruction but include social activity, events relating to campus life and holding demonstrations, protests and other campaigning activities. Such access cannot be withheld without compliance with the Claimant's statutory, legal and policy obligations.

17. Paragraph 8 and 9 are admitted in part. The Defendants admit that the Claimant has promulgated the Code and that the Code only applies to meetings or activities where there is a real likelihood that the speaker may not be able to enter or leave the building safely and/or deliver a speech or where there is a risk of the Claimant being unable to carry out its legal obligations. The Defendants deny that the Code is compliant with the Claimant's duties under s.43 of the Education Act (No.2) 1986. The Code permits broad and ill-defined restrictions on freedom of speech connected to the beliefs of an individual.
18. In relation to paragraph 10 and 11, the Defendants deny that the visitor regulations are consistent with the Code or with the Claimant's obligations under s.43 of the Education Act (No.2) 1986. The visitor regulations allow the limitation of freedom of expression in broad and undefined circumstances.
19. In relation to paragraph 12, the Defendants admit that the Claimant is a registered freehold proprietor. The remainder of paragraph 12 is insufficiently particularised to enable the Defendants to understand what steps the Claimant is claiming it is entitled to against whom.
20. In relation to paragraphs 13-14, the Defendants admit that they have been part of the SOAS Liberated Zone for Gaza and the Democratise Education campaign. Since October 2023 students at SOAS, along with many students around the world, and at Member Institutions, have engaged in peaceful protests against the ongoing genocide in Gaza and the complicity of academic institutions.
21. In relation to paragraph 15, almost all of the buildings occupied by SOAS are surrounded by land owned by the Claimant. The Claimant will be well aware that outdoor protests by SOAS students and others have historically been held on the Claimant's Land.
22. In relation to Paragraph 16, it is admitted that this is the second claim the Claimant has brought against the Defendants. However, this claim is markedly different. The previous claim sought possession in relation to an existing encampment on the Claimant's Land. That claim was similar to other claims

that the Defendants are aware of that have been brought by universities regarding encampments. The Defendants are unaware of any university bringing a similar claim as the current claim for a wide ranging precautionary injunction in relation to all forms of protest. This claim is entirely unique and in no way a 'follow on' claim from the earlier action. The Defendants deny that protest action on the Claimant's land is trespassory.

23. Paragraph 17 is denied as an inaccurate summary of the background to earlier proceedings. The Defendants did not enter or remain on the Land as trespassers. All Defendants at the material time were students at SOAS. The Defendants do not accept that the encampment fell under the Code. The Defendants engaged with the Claimant in relation to the first encampment, and implied permission was granted by the Claimant when the encampment originally began, with the Claimant providing a safety protocol for the encampment. The Claimant did not engage further with the protestors before the service of notice on 23 July 2024. The earlier proceedings were resolved by a consent order requested and agreed by the Defendants, who accordingly moved their encampment from that area. The Defendants deny that there was any antisocial behaviour or vandalism by themselves or to their knowledge by those connected with the encampment.

24. The Defendants admit paragraph 18.

25. In relation to paragraph 19, the Claimant omits that the earlier proceedings were resolved by way of a consent order.

26. The Defendants admit paragraph 20.

27. In relation to paragraphs 21-22, the Defendants admit that a second encampment was established and that the Claimant instructed enforcement agents to disperse the second encampment. This encampment was limited, was not disruptive and there was no attempt by the Claimant to engage with the Defendants before the encampment was dispersed.

28. In relation to Paragraph 23, the current encampment is not on the Claimant's Land. The Defendants and those at the encampment have no interest in setting up or maintaining any encampment on the Claimant's Land.

29. In relation to paragraph 24(a), Torrington Square is at the heart of SOAS student campus and shows why the Claimant is disingenuous in seeking to separate the SOAS campus from the Claimant's Land. Protest is an intrinsic part of campus life and it is impossible for any protest to be held outdoors by SOAS students that is not on the Claimant's Land. SOAS displays "Welcome to SOAS" signs and other signs relating to SOAS throughout Torrington Square (see for example at CM15/16). It is impossible for SOAS students to access SOAS buildings or be part of SOAS' campus life without accessing the Claimant's Land. The Defendants deny that any disruption was caused by the protest. Indeed the presence of pro-Palestine activists at graduation was commended by many of the graduation attendees, who took photographs with the activists' and their banners, took printed material, danced together, and generally engaged in a cordial manner.
30. In relation to paragraph 24(b) on 24 September 2024, pro-Palestinian students placed a stall on Torrington Square. The banner "*Educide in Gaza*" refers to the fact that every single university and more than 90% of schools in Gaza have been destroyed or damaged since October 7 and no schools or universities remain functional. It is the duty of educators around the world, including SOAS, to act urgently in the face of this horror and the stall sought to raise awareness of this. The Claimant will be aware that many student groups place stalls on the square in relation to a wide variety of student movements. Students use the stalls to hand out campaign material and speak to students on campus. They are not disruptive and are an intrinsic part of SOAS campus life. This is an entirely common activity which is regularly tolerated by the Claimant in relation to other student campaign groups, such as SOAS Fight Racism and SOAS Socialist Worker.
31. In relation to paragraph 24 (c), a Pro-Palestine protest was held on 27 September 2024. The protest was supported 18 SOAS student societies. The protest included speakers such as Andrew Feinstein (MP candidate for Holborn and St Pancras and former MP in the South African ANC party), SOAS staff and new students. The protest was of limited duration, the precinct area was not blocked and flow of pedestrian traffic continued throughout with

no congestion. The Defendants deny that any violent or anti-social behaviour occurred on the part of any protestors.

32. In relation to paragraph 24(d), no protest took place on 3 October 2024. Rather an assembly (open meeting) of students took place on the SOAS campus.
33. In relation to paragraph 24(e) This was a meeting point for students for one of the national marches organised by the Palestine Solidarity Campaign and others. The student block passed through the Land for no more than a few minutes.
34. Paragraph 25 is denied. It is incorrect to say that none of the Defendants have taken any steps to seek the consent of the Claimant for any protests. On 20 October 2023, the Second Defendant emailed the Claimant a Campus Activity Booking Form and Risk Assessment asking permission to hold a protest event on 25 October 2023. On 24 October 2023, the Claimant responded denying her permission for the event stating that the request had “*come in too late*” and that there were unspecified “*security concerns*” both from SOAS and the Claimant.
35. On 30 October 2024, a student who is not a Defendant emailed the Claimant requesting permission to hold Democratised Education campaign stalls in Torrington Square. This is a common activity undertaken by a wide variety of student groups and societies. A response was received on 5 November. With no information beyond that the subject of the campaign stalls was to be the Democratised Education campaign, the Claimant deemed that merely having a campaign stall would fall under Ordinance 24 and their response asked for a large amount of information, impractical to provide in the context of stalls held in a public student area.
36. There have been several instances in which the Defendants have been treated in such a way by the Claimant’s employees as to make clear that the Claimant would not approach any request to hold protest activities on-site fairly if it were connected to the pro-Palestine movement.

37. It is denied that the Defendants did not have any express or implied license or consent to enter or remain on the Land. As set out above, SOAS students constantly utilise the Land, and this is indeed marketed by both the Claimant and SOAS as an advantage of becoming a student at SOAS. The Claimant's Land is indistinguishable in reality from the SOAS campus and student life at SOAS. In the past, protest movements connected with SOAS have consistently utilised the Claimant's Land. For example:

- i. In 2021-22, and again in 2023, industrial action by unions UCU and Unison resulted in multiple, repeated mass rallies and 'teach-outs' on campus, very similar to those described in the Claimant's statement of case.
- ii. Protests against Islamophobia on campus occurred in Senate House, disrupting meetings of the SOAS Board of Trustees in February 2023.
- iii. In 2021, mass protests calling for SOAS Vice Chancellor Adam Habib to be fired for using an anti-Black slur occurred across the Claimant's Land with the specific aim of "shutting down" access to SOAS.

38. Further, and as stated above, the Claimant's Land is constantly used for organisation and activity by a wide range of student societies and groups at SOAS. The SLZG and Democratise Education campaigns are no different. The Defendants deny that utilizing the Claimant's Land in exactly the same way as other SOAS students have been permitted to for years has amounted to trespass.

39. In relation to Paragraph 27, it is misleading for the Claimant to assert that protests have continued "*notwithstanding the Possession Orders and the dispersal of the Original and Second Encampments.*" The previous claim for possession related to the establishment of encampments and not to *any* protest as a whole. There is nothing in the terms of the previous order that prevents protest.

40. Paragraph 28 is a mischaracterisation of the Defendants' stated intention. The Defendants have made very clear to the Claimant that there is no intention of erecting an encampment on the Claimant's Land. Addressing each aspect of paragraph 28:

- i. In respect of paragraph 28(a) and (b) this was stating the willingness to move the encampment in accordance with the possession order.
- ii. In relation to paragraph (c) and (d) "*disclose, divest, we will not stop, we will not rest*" is a global chant utilised by pro-Palestinian student protestors across the world and indicates the intention to continue to protest as long as academic institutions fail to divest funds from institutions complicit in genocide.
- iii. In relation to paragraph 28(e) this protest had no relation at all to the Claimant's Land. At that point the encampment was not on the Claimant's Land and the protest itself was at the offices of the Guardian.
- iv. In relation to paragraph 28(f), the protest of 27 September 2024 is addressed above at paragraph 30. The statement that "*we will not stop until SOAS STOPS THE COMPLICITY*" is an indication that protests against SOAS refusal to divest from institutions which contribute to genocide will continue as long as SOAS' policy continues.
- v. In relation to paragraph 28(g), the event advertised for 3 October was not a rally, but an assembly or meeting at which planning for the campaign for the next academic year could take place.

41. Paragraph 29 is denied. The Defendants have repeatedly communicated that they do not intend to establish any further encampment on the Claimant's Land. None of the example posts set out by the Claimant refer to an intention to reestablish an encampment on the Claimant's Land.

42. Paragraph 30 is denied. In particular:

- i. In relation to paragraph 30(a), it is denied that the protests have had a significant adverse impact on student experience. Protest is part of the student experience and these protests have enjoyed wide support from students and student groups. As set out at 28 the graduation ceremonies were not disrupted. The Claimant's assertion that the protest on 27 September 2024 "*forced SOAS to cancel its scheduled Freshers' Fayre*" is not correct. The Freshers' Fayre was moved from Woburn Square to inside the Students' Union building due to weather concerns.
- ii. Paragraph 30(b) is denied. The Defendants deny anti-social and intimidating behaviour either by the Defendants or, to their knowledge, by any protestors connecting to the SLZG protests.
- iii. Paragraph 30(c) is denied. There is a long tradition of student activism and universities must expect that there will be activism and protests amongst their student body. SOAS in particular markets itself as a university which promotes and celebrates activism.
- iv. Paragraph 30(d) is denied. The Defendants have repeatedly made clear to the Claimant that there is no intention to establish an encampment on the Claimant's land.
- v. Paragraph 30(e) is denied. The Claimant has not provided any example of an event that has been cancelled as a result of the pro-Palestine protests, despite these protests occurring regularly from October 2023 onwards.
- vi. In relation to paragraph 30(f) the Defendants deny that any incidents of anti-social behaviour or graffiti have been connected to the SLZG protests.

43. In relation to Paragraph 31, the Defendants deny that they have, or will, commit the tort of trespass and deny that the Claimant is entitled to the relief sought or any relief at all.

THE DEFENDANTS

44. It is admitted that the Defendants are (Second and Third), or were (First) SOAS students. The protests are organized and mainly attended by SOAS students.

THE DEFENDANTS' RESPONSE

45. The Defendants deny that the Claimant is entitled to the relief claimed as pleaded by the Claimant and/or to any further or other relief. The Defendants deny that the risk of trespass as pleaded by the Claimant arises.
46. In relation to the encampment, a precautionary injunction is unnecessary in circumstances where there is no intention of establishing an encampment on the Claimant's Land. The Claimant has itself successfully taken steps in common law to remove protestors from an encampment when it occurred.
47. In relation to other protest actions, it is denied that the act of SOAS students being present on the Claimant's Land and carrying out any protest at all is trespassory. SOAS students have a long history of utilising the Claimant's Land, including carrying out protest events and other student activities on the Claimant's Land. It is denied that such an injunction is necessary. In relation to protest activities complained of that are directed at SOAS, it is a matter for SOAS to take whatever steps it sees fit in relation to its own students protesting.
48. The injunction sought relates to land beyond that belonging to the Claimant. The Claimant seeks an injunction which would be enforceable on adjoining land if any protest were to obstruct or otherwise interfere with access to or from the Land. There is no underlying tort of trespass to found such an injunction.
49. The Defendants deny that the Claimant is entitled to costs.
50. The Defendants raise in particular the following defences:

ARTICLE 10 AND 11

51. The precautionary injunction would be a disproportionate interference with the Defendants' Article 10 and 11 rights. Utilising a precautionary injunction to

enforce by sanction of potential imprisonment a student code of conduct in relation to all protest (rather than, for example in relation to a specific encampment) goes beyond any previous injunctions or possession orders in relation to universities and has no support in previous caselaw.

52. The imposition of a precautionary injunction would not allow a fact specific assessment of proportionality in relation to any particular protest, but would allow the imposition of sanction backed by contempt of court whenever the Claimant deemed a protest, however minor, to contravene its Code or Regulations, under its broad discretion.
53. Imposing a precautionary injunction would impose sanction of contempt of court and potential imprisonment for failure to comply with a Code and Regulations that do not in themselves establish a proportionate approach to the Defendants' right to protest under Articles 10 and 11. In particular:
 - i. The Code and Regulations lay down broad and ill-defined powers for the restriction of protest with ill-defined purpose.
 - ii. Articles 10 and 11 protect the right to convey opinions and beliefs which may be controversial, make others uncomfortable or be unenjoyable for others to hear. No such protections are afforded by the Code and Regulations.
 - iii. The Code and Regulations allow the prevention of any protest at all, regardless of how little disruption is caused by a protest, such as one person leafleting.
 - iv. The Code and Regulations do not contain any provision for holding meetings or other protest activities within a short timeframe in accordance with developing events.

LACK OF CLARITY

54. The injunction sought by the Claimant will be impossible to enforce and impossible for students to be aware of whether or not they are breaching the injunction. An example of how such lack of clarity can occur is contained within the Claimant's pleading in their characterisation of the meeting point for

students for the National March organised by the Palestine Solidarity Campaign as part of the SZLG campaign. This shows that any pro-Palestinian protest whatsoever can be interpreted by the Claimant as falling into the terms of the injunction whether or not it has anything to do with the SZLG or Democratised Education campaigns. A further example is the characterisation by the Claimant of the meeting on 3 October as a “*rally*.” This shows a lack of clarity as to what would constitute protest.

55. The very wide and ill-defined margin of discretion afforded to the Claimant within the Regulations, and the scope for interpretation as to whether the Code or Regulations apply, further add to this lack of clarity.

S.43 EDUCATION ACT

56. The Code and Regulations which the precautionary injunction would enforce are not compliant with the Claimant’s duties under Section 43 Education Act (No.2) 1986.

EQUALITY ACT 2010

57. In seeking an injunction in the terms sought, the Claimant has acted in breach of its duties under the Equality Act 2010:

- a. By seeking an injunction to restrict the defendants ability to protest the Defendants have been subjected to detrimental treatment
- b. Such action has been taken by the Claimants only in relation to one subject matter of protest, namely: in relation to Gaza the Pro-Palestinian Boycott, Divestment and Sanctions Campaign. All other subject matter protests by other SOAS students will not be impacted by the injunction sought.
- c. The above constitutes direct discrimination on the basis of the defendants association with a racial or ethnic group, namely: Palestinians. Alternatively it constitutes indirect discrimination on the basis of the same.

- d. Further, or alternatively, it constitutes direct or alternatively indirect discrimination on the basis of philosophical belief, namely: a belief in Palestinian liberation and freedom from oppression.

58. As is clear from the examples above, the Claimant has taken an approach to pro-Palestine protests that demonstrates that pro-Palestine protests are prima-facie treated differently to other student activism, regardless of the proposed method of protest. For example, students seeking to hold a stall are perceived as falling under the Code merely because of the subject of their protest. The Claimant's regulations allow for undefined and unlimited discretion for the Claimant to enforce its own views backed by backed by sanction of contempt of court and potential imprisonment as to what speech may or may not be enjoyable for visitors. Imposing such a broad and wide ranging injunction would allow further discriminatory application by the Claimant according to which beliefs it finds comfortable or palatable.

**Owen Greenhall
Garden Court**

**Mira Hammad
Garden Court North**

STATEMENT OF TRUTH

The First, Second and Third Defendants believe that the facts stated in this Defence are true. They understand 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 First, Second and Third Defendants to sign this statement.

Signed:



Date: 03 January 2025

Full name: Jude Lanchin

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
PROPERTY TRUSTS AND PROBATE LIST (ChD)

Claim No: PT-2024-000893

BETWEEN:-

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 ON THE LAND (DEFINED IN SCHEDULE 1) 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

(5) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

(6) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

Defendants

REPLY TO DEFENCE

1. This Reply responds to the Defence of the First, Second, and Third Defendants dated 3 January 2025 ("the Defence"), as clarified by the Part 18 Response dated 4 March 2025, albeit verified by a statement of truth dated 7 March 2025 ("the Part 18 Response").
2. In this pleading:

- a. Other than (i) to the extent that the Defence contains admissions, (ii) as expressly set out below, and (iii) to the extent that the matters stated in the Defence are consistent with the Claimant's pleaded case as set out below, the Claimant joins issue with the Defendant on each and every allegation in the Defence.
 - b. Unless stated otherwise:
 - i. references to paragraph numbers are to paragraphs in the Defence;
 - ii. references to "the Defendants" are references to the First, Second, and Third Defendants; and
 - iii. references to "the PU Defendants" are references to the Fourth, Fifth, and Sixth Defendants.
 - c. Otherwise, for ease of reference, the Claimant adopts the definitions used in the Particulars of Claim dated 14 October 2024.
2. Paragraphs 1 and 2 are noted.
3. Paragraph 3 is admitted, save that it is denied that the Claimant is "a" federation. The Claimant is the convenor of a federation of higher education institutions ("**the Federation**"), including the Claimant itself; the Federation has no legal status as such. The Claimant celebrates the achievements of students and alumni of the Member Institutions.
4. No admissions are made in respect of paragraph 4, save that it is admitted that SOAS is part of the Federation and, further, that SOAS can, with the express permission of the Claimant, award degrees on behalf of the Claimant. However, SOAS does not currently award such degrees.
5. Paragraph 5 is admitted.

6. As to paragraph 6 (read with paragraphs 2 to 4, inclusive, of the Part 18 Response):
 - a. It is admitted that the Claimant is a higher education institution to which section 91 of the Equality Act 2010 (“**the 2010 Act**”) applies.
 - b. Save as aforesaid, paragraph 6 is denied. Sections 13 and 19 of the 2010 Act define direct and indirect discrimination; they do not create “*general duties*”, as alleged. It is further denied that paragraph 6 correctly describes s.91 of the 2010 Act as creating a duty to exercise functions regulating activity on the Claimant’s land in a manner that does not constitute direct or indirect discrimination on the basis of any protected characteristic. Rather, s.91(2) requires the responsible body of a relevant institution not to discriminate against a student, in particular by excluding them or by subjecting them to another detriment. For the reasons set out below, it is denied, if it be alleged, that the Claimant has acted or proposes to act inconsistently with s.91(2) by seeking and obtaining an injunction. Further, the relevance of s.149 of the 2010 Act is not understood or admitted, given that there is no allegation of any breach of that provision.
7. Save that the first sentence is admitted, no admissions are made in respect of paragraph 7.
8. Paragraph 8 is admitted. The Claimant has, in accordance with s.43(3) of the Education (No.2) Act 1986 (“**the 1986 Act**”), promulgated the Code with a view to facilitating the discharge of this duty.
9. As to paragraph 9:
 - a. It is denied that the Higher Education and Research Act 2017 (“**the 2017 Act**”) contains a section numbered A1. Section 1 of the Higher Education (Freedom of Speech) Act 2023 (“**the 2023 Act**”) provides for the insertion of a new s.A1 into the 2017 Act. However, as at the date hereof, section 1 of the 2023 Act is not in force.
 - b. Further, it is denied that the first sentence stands as an adequate or accurate summary of the prospective s.A1. Subsection (1) of the same, read with

subsection (2), provides that the governing body of a registered higher education provider must take steps that, having regard to the importance of freedom of speech, are reasonably practicable for it to take in order to secure the freedom of speech within the law for the staff, members, and students of the provider, as well as visiting speakers. Hence, it is denied, if it be alleged, that the prospective legislation would (if in force) impose an obligation which relates exclusively to securing the freedom of speech for students.

- c. In any event, it is denied that the Claimant's policies should fall to be interpreted in accordance with draft or prospective legislation.

10. Paragraphs 10 to 14 (inclusive) are noted.

11. As to paragraph 15:

- a. Save that no admissions are made in respect of the word '*constantly*', it is admitted that the Land is frequently used by members of the public, including members of the Claimant's Member Institutions. However, this paragraph appears to proceed on a misunderstanding of the nature of public rights of way. If it be alleged, it is denied that, as a matter of law, land may become subject to public rights of way merely by virtue of being used by members of the public; that is especially so where, as here, such access is permissive. Further or alternatively, for the avoidance of doubt, it is denied that there is a recorded public right of way over the Land.
- b. It is admitted that the Land is generally not '*physical[ly] segregate[ed]*' from the remainder of the Site; however, the Site itself has gates at the entrances and exits, such that it is '*physical[ly] segregate[ed]*' from adjoining land in separate ownership and the public highways.
- c. It is admitted that the Bloomsbury Farmers' Market is held on Torrington Square weekly. However, the relevance of this allegation is neither understood nor admitted. This weekly event takes place pursuant to a licence agreement between the Claimant and London Farmers' Market Ltd. Members of the public

have an implied licence to visit the market for the limited purposes of visiting the market stalls and purchasing goods.

- d. However, no admissions are made in respect of any other '*public events*', this phrase being impermissibly vague. Should fuller and better particulars be forthcoming, then the Claimant reserves the right to apply to amend this Reply and to seek the costs of doing so from the Defendants.
- e. Further, the relevance of members of the public's awareness (or otherwise) of the existence of the Visitor Regulations is neither understood nor admitted.
- f. The final sentence is admitted.

12. As to paragraph 16:

- a. It is admitted that students of the members of the Federation have an implied licence to access the Land for certain limited purposes, namely those associated with, or ancillary to, studying and instruction, as well as attending social or other events hosted or organised by their relevant Member Institution.
- b. However, it is denied that student members have an implied licence to access the Land for any and all purposes; in particular, it is denied that student members have any general implied licence or '*permissive access*', as alleged, to hold demonstrations, protests, or other campaigning activities on the Land. Rather, student members are only permitted to access the Land for such purposes if and insofar as the provisions of the Visitor Regulations and/or Code have been complied with. A protest which takes place without the requisite prior notification having been given under the Visitor Regulations (and, in the case of a protest falling within the scope of the Code, consent having been obtained) constitutes an actionable trespass.
- c. The Defendants have failed to particularise, at all or adequately, which statutory, legal, and/or policy obligations are said to require the Claimant to permit unrestricted access to its Land for the purposes of protest activity. Nevertheless, it is denied that the Claimant is subject to any such obligation(s);

rather, the Claimant is entitled to require that protestors and demonstrators comply with the Visitor Regulations and/or the Code so that, in the case of the former, it can consider whether and what conditions to impose on the protest or demonstration, and, in the case of the latter, so that it can consider whether to grant access to the Land for that purpose, and, if so, whether to impose conditions.

13. As to paragraph 17 (read with paragraph 5 of the Part 18 Response):

- a. The first two sentences of paragraph 17 are noted.
- b. It is denied that the Code is non-compliant with s.43 of the 1986 Act, as alleged.
- c. It is denied that s.43 of the 1986 requires the Claimant to “ensure” that freedom of speech is secured, as alleged. S.43 of the 1986 Act requires the Claimant to take such steps as are “reasonably practicable” to ensure that freedom of speech is secured.
- d. It is denied that paragraph 2 of the Code permits the restriction of access to University premises for persons connected with their views if it is deemed prudent and in the public interest, as alleged. Paragraph 2 of the Code states that the University shall not, so far as reasonably practicable, deny access to any University premises to any individual or body on grounds connected with the beliefs, views, policies or objectives of that individual or body, unless the University reasonably concludes, acting through the appointed officer (see procedure at Annex 1) that it has obligations which make it prudent and in the public interest to deny access. Paragraph 2 of the Code is consistent with the Claimant’s obligations under s.43 of the 1986 Act. Paragraph 2 of the Code does not violate (or even interfere with) freedom of expression or freedom of assembly.
- e. It is denied that paragraphs 3-4 of the Code contain insufficient safeguards to ensure that free speech within the bounds of the law, including Articles 10 and 11, is secure. Paragraph 3 of the Code includes the Claimant’s obligation to

avoid unjustified interferences with lawful freedom of speech, whilst referring also to the Claimant's other obligations, including the need to secure the safety of participants and the obligation to avoid public disorder or a breach of the peace.

- f. It is denied that the requirements set out at paragraph 8 of Annex 1 of the Code set out unreasonable or unduly onerous requirements. Those requirements apply where there is a real likelihood that the speaker may not be able to enter or leave the building safely, or deliver a speech, or where there is a risk of the Claimant being unable to carry out its legal obligations. The information required ought to be capable of provision without any or any undue inconvenience. The Claimant is entitled in law to seek such information before deciding whether to permit the activity in question and/or carrying out a risk assessment in order to make that decision. It is denied, further that Paragraph 8 requires "draft speeches by speakers" to be provided to the Claimant in advance. The requirement at paragraph 8(c), where it applies, is to provide "information" on the subject of the meeting or activity which "may" include drafts, in English, of those speeches.
- g. It is denied that paragraph 9 of Annex 1 of the Code permits violations of (or even interferences with) freedom of expression or the right to peaceful assembly. The Code, on its proper construction, merely allows the Claimant to impose conditions on certain protests or demonstrations where this is considered reasonably necessary to secure fulfilment of the Claimant's responsibilities, or to refuse permission for a protest or a demonstration if there is considered to be an unacceptable risk that it will be unable to fulfil those responsibilities.
- h. It is denied that paragraph 19 of the Code allows the Claimant's Vice-Chancellor to require additional conditions that he does not consider reasonably necessary to secure fulfilment of the University's legal responsibilities. It is denied that it is contrary to s.43 of the 1986 Act for the Vice-Chancellor to be allowed to impose further conditions, if appropriate, after consultation with the police. Such conditions will only be "appropriate" after consultation if the

police have raised concerns which reasonably suggest that the existing conditions are insufficient to maintain good order or prevent unlawful conduct.

- i. By reason of the foregoing, it is denied that the Code *'permits broad and ill-defined restrictions on the freedom of speech connected to the beliefs of an individual'*.

14. As to paragraph 18 (read with paragraphs 6-7 of the Part 18 Response):

- a. The Defendants have not offered any, or any adequate, explanation for their assertion that the Visitor Regulations are inconsistent with the Code. It is denied that there is any inconsistency between the Visitor Regulations and the Code. The Visitor Regulations are of general application to *inter alia* any and all demonstrations on the Land and operate on a basis of prior notification, whereas the Code only applies to certain protests. Should fuller and better particulars be forthcoming, then the Claimant reserves the right to apply to amend this Reply and to seek the costs of doing so from the Defendants.
- b. It is denied that the Visitor Regulations are non-compliant with s.43 of the 1986 Act.
- c. It is, in particular, denied that the Visitor Regulations allow the limitation of freedom of expression in broad and undefined circumstances, or that the requirement in Regulation 15.2 to notify the Claimant, in advance, of a proposed demonstration, involves any violation (or even an interference) with the right to freedom of expression or assembly. Prior notification serves the aim of reconciling the right of assembly and freedom of expression with the rights and lawful interests of others, and the aim of preventing disorder and crime.
- d. It is denied that the words “demonstrate” and “demonstration” in Regulation 15 are impermissibly broad or undefined. In any event, it is averred that the protest activities described at paragraphs 13-28 of the Particulars of Claim, including the SLZG Protests, the Democratise Education Protests, and the Original, Second and Third Encampments, all plainly constituted “demonstrations”, that

the Defendants well understood that they constituted “demonstrations”, and that Regulation 15 applied to those demonstrations.

- e. It is denied, if it be alleged, that the requirement for prior notice of carrying out demonstrations on the Claimant’s land, and the Claimant’s ability to set conditions on such demonstrations in the interests of safety, security and other visitors’ enjoyment of their visits, as set out in Regulation 15.2, is inconsistent with the Claimant’s obligations under s.43 of the 1986 Act.

15. Save that the admission in the first sentence is noted, the remainder of paragraph 19 is denied. Such steps include, for example, seeking injunctive relief.

16. The first sentence of paragraph 20 is noted. No admissions are made in respect of the second sentence, save that it is denied (if it be alleged) that the protests which are the subject of this claim have invariably been peaceful. In particular, whilst much of the protest activity has been peaceful, it has also included the following:

- a. aggressive and intimidating behaviour, affecting staff and passers-by;
- b. forced entry into a building, and disrupting meetings;
- c. disrupting a graduation ceremony;
- d. assaulting a security guard;
- e. criminal damage in the form of graffiti;
- f. deliberate interference with the attempts of contractors deployed to clean up graffiti, assaulting those contractors, and then stealing some of their equipment;
- g. wearing masks or other face-coverings, making identification more difficult and the intimidation of others more likely.
- h. using language which goes beyond political speech involving criticism of the conduct of the Israeli government or “Zionists”, and instead stating or implying that Israel should cease to exist, or be “crushed”, or that there should be a “student intifada”; and
- i. reacting to challenge or debate from passers-by with aggressive behaviour and on one occasion with a threat of violence, namely a threat to “shank” (stab) the individual in the neck.

17. The first sentence of paragraph 21 is admitted, and the second is admitted in part. Specifically, it is admitted that, from time-to-time, some outdoor protests organised by SOAS students have been held on the Land.

18. In relation to paragraph 22:

- a. Whilst it is admitted that the relief sought in these proceedings is different from that sought in the Previous Proceedings, it is denied that these proceedings are '*markedly different*'. These proceedings relate to the same trespassory protest action on the Land, and the Defendants were also named defendants in the Previous Proceedings.
- b. It is denied that this claim is '*entirely unique*'. The principles applicable to claims for precautionary injunctions in the protest context are settled and well-established.
- c. It is denied that the injunction sought is '*wide-ranging*' and, further, that it applies to '*all forms of protest*'. The injunction sought would only prohibit protests which have not complied with the Visitor Regulations and/or the Code.
- d. The Defendants' denial in the final sentence is noted, but stands as a bare denial.

19. The allegation, at paragraph 23, that paragraph 17 of the Particulars of Claim is '*inaccurate*', as alleged or otherwise, is denied for the following reasons:

- a. The allegation that the Defendants '*engaged*' with the Claimant in relation to the Original Encampment is embarrassing for want of particularity. Should fuller and better particulars be forthcoming, then the Claimant reserves the right to apply to amend this Reply and to seek the costs of doing so from the Defendants.
- b. Whilst it is admitted that, on 6 May 2024, the Defendants were students of SOAS, it is denied, for the reasons set out at paragraph 12(a) and (b) of this

Reply above, that their status as such conferred upon them any licence, whether express or implied, to enter upon the Land for any and all purposes.

- c. It is denied that the application of the Code turns on the belief or assessment of its organisers, as alleged at paragraph 8 of the Part 18 Response. Rather, by virtue of paragraph 5.1 of the Code and paragraph 1 of Annex 1 thereto, the test is an objective one. The nature of the Original Encampment, the Second Encampment, and the SLZG and the Democratise Education Protests was such that there was a real likelihood of the Claimant being unable to secure participants' safety, avoid public disorder and breaches of the peace, and/or avoid transgressions against lawful freedom of speech. In the premises, the assertion, at paragraph 8 of the Part 18 Response, that the Code did not apply to the '*encampment*' or any of the SLZG or Democratise Education Protests is denied.
- d. In any event, notwithstanding the above, it is noted that the Defendants accept, by paragraph 9 of the Part 18 Response, that the Original Encampment, the Second Encampment, and any other demonstrations on the Land fell within the scope of the Visitor Regulations. It is further noted that the Defendants do not deny that prior notification (as required by the Visitor Regulations) was not provided to the Claimant.
- e. Whilst it is admitted that, on or around 13 June 2024, the Claimant sent a document titled 'Safety Advice' to the occupiers of the Encampment ("**the Safety Advice**"), it is denied that, by doing so or otherwise, the Claimant granted the Defendants any implied permission or licence to occupy the Land. The Safety Advice expressly stated that the Defendants had no right to occupy the Land and that they were doing so without the Claimant's permission.
- f. In any event, the effect of the service of the Notice thereafter was to terminate any such implied licence which may have existed (notwithstanding that the existence of any such licence is denied). The relevance of the allegation that the Claimant did not engage further with the protestors prior to the service of the Notice on 23 July 2024 is neither understood nor admitted. If it be alleged that

the Claimant was under an obligation to engage with the protestors, then, notwithstanding that the Defendants have failed to identify the source of any such allegation, that is denied.

- g. Hence, by reason of the foregoing, the allegation that the Defendants did not enter or remain on the Land as trespassers is denied.
- h. It is further denied that the Previous Proceedings were '*resolved*' by consent order. Whilst it is admitted that the Claimant entered into a consent order with the Defendants, Deputy Master Rhys also made a possession order against Sheikh Ibrahim and Persons Unknown; this order was not made by consent.

20. Paragraph 24 is noted.

21. The allegation, in paragraph 25, that the Earlier Proceedings were '*resolved*' by consent order is denied. Paragraph 19(h) of this Reply above is repeated. Hence, it is further denied that paragraph 25 of the Particulars of Claim contains any '*omission*', whether as alleged or otherwise.

22. Paragraph 26 is noted.

23. As to paragraph 27:

- a. If it be alleged that the Claimant was under an obligation to engage with the protestors prior to the dispersal of the Second Encampment, then, notwithstanding that the Defendants have failed to identify the source of any such allegation, this is denied. Paragraph 12(c) of this Reply above is repeated.
- b. Otherwise, the contents of this paragraph are not admitted.

24. In relation to paragraph 28:

- a. The first sentence is admitted.

- b. The Claimant can neither admit nor deny the intentions of the Defendants, these being matters outside its knowledge; the Defendants are put to strict proof of the same. However, even if the Defendants were to succeed in demonstrating that they do not presently intend to set up or maintain an encampment on the Land (which is not admitted), then it is averred that those intentions would be likely to or, alternatively, could change if, for example, Camden were to seek possession of the land upon which the Third Encampment is situated or otherwise seek to disperse the Third Encampment.
- c. Further, injunctive relief is also sought as against the PU Defendants. It is denied that the Defendants can speak to the intentions of the PU Defendants or *'those at the encampment'*; these are matters which are outside the knowledge of the Defendants.

25. As to paragraph 29:

- a. Any suggestion that the Claimant has behaved *'disingenuous[ly]'* is denied. The contents of paragraph 24(a) of the Particulars of Claim are factually accurate. Further, the fact that the SLZG and Democratised Education protests are directed at SOAS, rather than the Claimant, is relevant to the grant of precautionary injunctive relief. The Claimant, not being the target of the protests, cannot engage, at all or meaningfully, with the Defendants' demands.
- b. It is denied that *'it is impossible for any protest to be held outdoors by SOAS students that is not on the Claimant's Land'*. The Third Encampment is an example of a protest against SOAS that has taken place – and continues to take place – other than on the Land.
- c. Otherwise, the contents of this paragraph are not admitted.
- d. To the extent that the Defendants may succeed in proving that *'protest is an intrinsic part of campus life'*, then it is averred that protest can take many forms. The injunction sought would not prevent the Defendants and the PU Defendants from, for example: protesting elsewhere, away from the Land; protesting on the

Land (following compliance with the Code and/or the Visitor Regulations); or promoting their cause(s) on social media.

26. The contents of paragraph 30 are not admitted, save that:

- a. The first sentence is admitted.
- b. Further, it is admitted that, occasionally, stalls are set up on Torrington Square. However, part of Torrington Square is demised to Birkbeck, and, to the best of the Claimant's knowledge, the aforementioned stalls are situated within Birkbeck's demise. So far as the Claimant is aware, these stalls relate to the activities of Birkbeck Student Union and their presence is approved by Birkbeck.

27. It is denied that paragraph 31 stands as an accurate or complete summary of the protest on 27 September 2024. This was a sustained protest lasting in excess of 30 minutes. It is denied both that precinct was '*not blocked*' and that pedestrian traffic '*continued throughout with no congestion*'. The protest attracted large crowds and occupied the entire width of the precinct, and, consequently, hampered the flow of pedestrian traffic

28. Paragraph 32 is denied. It is averred that an assembly is a sub-species of protest. In any event, the assembly on 3 October 2024 was specifically advertised as a protest against "complicity in genocide" and in support of free speech. It was self-evidently a large protest and a demonstration.

29. No admissions are made in respect of paragraph 33.

30. As to paragraph 34:

- a. The Defendants' denial is noted, but, for the reasons set out below, is not understood.
- b. The Claimant did not allege, at paragraph 25 of the Particulars of Claim, that '*none of the Defendants have taken any steps to seek the consent of the Claimant for any protests*'. Rather, paragraph 25 of the Particulars of Claim was expressly

and exclusively concerned with the failure of the Defendants and the PU Defendants to comply with the provisions of the Code and the Visitor Regulations in relation to the SLZG Protests and the Democratised Education Protests.

- c. It is admitted that, on 20 October 2023, the Second Defendant emailed the Claimant seeking permission to hold a protest event on 25 October 2023. However, this putative protest was one organised by the SOAS Socialist Worker Student Society, rather than the SLZG or Democratised Education movements.
- d. It is denied that the Claimant responded to the Defendant in the manner alleged or at all. To the best of the Claimant's knowledge, SOAS responded to the Second Defendant's request directly.
- e. In the premises, the suggestion that paragraph 25 of the Particulars of Claim is '*incorrect*' is not understood and is denied.

31. In relation to paragraph 35:

- a. It is admitted that – at 23:08 on 31 October 2024, not 30 October 2024 as alleged – the Claimant received an email from soasliberatedzone@gmail.com. The sender did not identify themselves by name, and the email was expressed to be sent on behalf of the Democratised Education Campaign. In the circumstances, it is not admitted that the email was sent by '*a student who is not a Defendant*'.
- b. It is admitted that this email requested permission to hold '*campaign stalls*' in the '*SOAS Precinct*' and Torrington Square, between the hours of 10am and 6pm, Monday to Friday.
- c. It is admitted that, at 09:19 on 5 November 2024, two working days after the request was received, Emma Rees, the Executive Director of Estates and Property Services, responded on behalf of the Claimant. However, it is denied that the Claimant '*deemed that merely having a campaign stall would fall under Ordinance 24*'. Rather, as Ms Rees explained in her response, the Claimant

concluded that the Code was engaged after carrying out a risk assessment in the context of recent protest activities undertaken by the SLZG movement and the interim injunction imposed by Mr Justice Thompsell on 30 October 2024.

- d. It is denied that the Claimant asked for a '*large amount*' of information. It is averred that the nature and volume of the information sought was reasonable and ought to have been capable of provision without any or, alternatively, any undue inconvenience. In the alternative, insofar as the Defendants may succeed in proving that the Claimant asked for a '*large amount*' of information, then it is averred that the Claimant was entitled to do so, this being the information prescribed by paragraph 8 of Annex 1 to the Code. Further, it is averred that the volume of such material is proportionate to the increased risk associated with activities falling within the scope of the Code.
- a. It is further denied that the provision of the requested information would have been '*impractical*', at all or, alternatively, for a reasonable person. It is averred that the information requested, including (for example) the name and contact details of the principal organiser(s), ought to have been capable of provision without any or, alternatively, any undue inconvenience.

32. As to paragraph 36: (read with paragraphs 10-13 of the Part 18 Response):

- a. Insofar it is alleged, then it is denied that that the Claimant is prejudiced against pro-Palestine protests. It is further denied that the Claimant would treat a request for a pro-Palestine protest differently from any other protest. Prior to the service of the Notice, the Claimant tolerated the trespassory presence of the Original Encampment, being a pro-Palestine protest, for a period of over two months. The Claimant's decision to issue the Previous Proceedings was not taken until 22 July 2024. The Claimant's reasons for the decision were legitimate and had nothing to do with the subject-matter of the protest or the fact that protestors were pro-Palestinian. The Claimant considered that the said decision was necessary, in order to avoid further or future breaches of the peace, acts of intimidation and violence, and criminal damage, all of which had already occurred at or in connection with the Original Encampment, in a context where

the Claimant also had concerns about health and safety at the site, and the risks it posed to future events. The Claimant has also previously, on 9 July 2021, tolerated the presence on the Land of a pro-Palestine protest organised by SOAS students, notwithstanding the failure by the organisers to provide the Claimant with any prior notification of the same. This protest was markedly different in nature to the SLZG Protests and Democratised Education Protests: the protest on 9 July 2021 was a one-off peaceful protest which was short in duration and dispersed organically.

- b. It is denied that the Claimant's employees have treated the Defendants in such a way as to '*make clear*', as alleged, or, alternatively, as to suggest that the Claimant would not approach a request in relation to protest activities '*fairly*'. As to paragraphs 10 to 13 of the Part 18 Response:

i. Paragraphs 10 and 12 are not admitted.

ii. The contents of paragraph 11 are not admitted, except that:

1. It is admitted that, for between approximately three and five hours every day between 23 and 27 September 2024 (inclusive), the Defendants and others set up a stall, as part of the SLZG movement, on the same location on Torrington Square.
2. It is admitted that, on multiple days, the Claimant's security staff politely asked the stallholders to leave. However, when they asked if they were being targeted because of their support for Palestine, the security staff explicitly confirmed that this was not the case.
3. Should the Defendants succeed in proving that there were any – or, alternatively, “many” – other stalls on the Land as alleged, then any allegation of differential treatment is denied.

- iii. It is denied that paragraph 13 stands as an accurate or complete summary of the events of 19 November 2024. In particular, it is denied that the Defendants were specifically prevented from entering the café at Senate House; rather, the Defendants were prevented from entering the South Block of Senate House. Upon being denied access, some or all of the Defendants filmed the Claimant's security staff, and attempted to barge past them.
- iv. Even if the Defendants were to succeed in proving that any of the matters described in paragraphs 10 to 13 of the Part 18 Response occurred as alleged, then it is denied that any such incidents of the type described would tend to prove that the Claimant is biased or otherwise prejudiced against pro-Palestine protests. Rather, any differential treatment which may be proved is attributable to the nature, frequency, and intensity of the protest activities that the SLZG and Democratise Education movements have been involved with.

33. As to paragraph 37:

- a. It is assumed that this paragraph is intended to respond to paragraph 26 of the Particulars of Claim.
- b. Save that no admissions are made in respect of the word '*consistently*', it is admitted that, in the past, protest movements associated with SOAS have utilised the Land.
- c. In respect of sub-paragraph (i):
 - i. It is not admitted that '*multiple, repeated mass rallies and 'teach-outs*'' occurred in 2021-22 and 2023.
 - ii. Whilst it is admitted that the National Union of Students ("NUS") held a protest on the Land on 2 March 2022 in support of industrial action, it is denied that this event was similar – whether '*very*', as alleged, or at

all – to the SLZG and Democratised Education Protests. In particular, and unlike the SLZG and Democratised Education Protests, the organisers of the NUS protest approached the Claimant in advance of the event and provided information requested by the Claimant, including a comprehensive risk assessment pack.

- d. Sub-paragraph (ii) is not admitted.
- e. Save that it is denied that any “mass protests” occurred on the Land as alleged, no admissions are made in respect of sub-paragraph (iii).

34. As to paragraph 38:

- a. Notwithstanding that the phrase ‘*organisation and activity*’ is impermissibly vague, it is denied that the Land is ‘*constantly*’ used in the manner alleged. If it be alleged that SOAS student societies and groups have previously used the Land for protest activities, then it is admitted that such protests have occasionally taken place.
- b. It is denied that the SLZG and Democratised Education movements are ‘*no different*’ to other movements, and it is further denied that the Defendants have utilised the Land in ‘*exactly the same way*’ as other protestors. The protest activities carried out by the SLZG and Democratised Education movements have been significantly more intensive, frequent, and disruptive than those attributable to other protestors.

35. Save that it is denied that paragraph 27 of the Particulars of Claim is ‘*misleading*’, the contents of paragraph 39 are admitted. The Claimant has not asserted that the terms of the Possession Orders prevented protest.

36. As to paragraph 40:

- a. It is denied that paragraph 28 of the Particulars of Claim contains any ‘*mischaracterisation*’, whether as alleged or otherwise. Paragraph 28 of the

Particulars of Claim concerns the intention to carry out further protest activities generally, not just an intention to relocate the Third Encampment or any future encampment. The Defendants appear to admit, by sub-paragraphs (ii) and (iv), that they intend to carry out further protest activities.

- b. It is admitted that the Defendants have communicated their alleged intentions to the Claimant. However, the Claimant repeats paragraph 24(b) and (c) of this Reply above.
- c. No admissions are made in respect of sub-paragraphs (i) and (ii).
- d. The second sentence of sub-paragraph (iii) is admitted. However, it is denied that the protest had '*no relation at all*' to the Land. It is averred that the Third Defendant's reference to '*these encampments*' was a reference to – or, alternatively, could only reasonably be understood as a reference to – the encampments on the Land.
- e. The contents of sub-paragraphs (iv) and (v) are not admitted.

37. As to paragraph 41, whilst it is admitted that the Defendants have informed the Claimant of their alleged intention, paragraphs 24(b) and (c) and 36(a) of this Reply above are repeated.

38. As to paragraph 42, and the sub-paragraphs thereunder:

- a. The contents of sub-paragraph (i) are not admitted, save that it is denied that the Freshers' Fayre was relocated due to inclement weather. The organisers of the Fayre informed the Claimant that the Fayre had been cancelled due to '*credible intel*' that some or all of the Defendants and PU Defendants intended to '*storm*' the Fayre and establish an encampment there.
- b. Sub-paragraph (ii) is noted, but the Claimant repeats paragraph 16 of this Reply above.

- c. Save that the denial is noted, sub-paragraph (iii) is not admitted. In any event, requiring protestors and demonstrators to give notice of and information about a protest, in order that it can be managed safely and with due regard to the rights of others, is not inconsistent with a commitment to the right to protest.
- d. As to sub-paragraph (iv), it is admitted that the Defendants have communicated their alleged intention to the Claimant. However, the Claimant repeats paragraphs 24(b) and (c) and 36(a) of this Reply above.
- e. Sub-paragraph (v) is denied. It is averred that the SOAS Freshers' Fayre is an example of such an event.
- f. The denial in sub-paragraph (vi) is noted.

39. The denial in paragraph 43 is noted.

40. The first sentence of paragraph 44 is noted; no admissions are made in respect of the second sentence.

41. Paragraph 45 is noted.

42. In respect of paragraph 46:

- a. It is denied that a precautionary injunction is '*unnecessary*', whether by reason of the matters alleged or otherwise.
- b. No admissions are made as to the Defendants' intentions, and paragraphs 24(b) and (c) and 36(a) of this Reply above are repeated.
- c. Further, the injunction sought does not relate only to the establishment of future encampments, but also to other protest activities undertaken without prior compliance with the procedures laid down by the Visitor Regulations and/or the Code, in circumstances where the Defendants say that those procedures do not apply to them or are invalid and that they are entitled not to comply with them. A precautionary injunction is necessary to prevent such protests, which

continued even after the establishment of the Third Encampment on land belonging to Camden.

- d. Whilst it is admitted that the Claimant was able to exercise successfully the remedy of self-help in relation to the Second Encampment, the Claimant was forced to incur significant costs in doing so. The Claimant is entitled, pursuant to Article 1 of the First Protocol to the ECHR, to the peaceful enjoyment of the Land, and to take steps to safeguard those rights and the rights of others by requiring protests and demonstrations to be carried out in a manner which creates no unacceptable risk of disorder, intimidation or damage, following the use of proper procedures.

43. As to paragraph 47:

- a. The denial in the first sentence is noted, but is not understood. It is not the Claimant's position that the presence of SOAS students on the Land is, without more, trespassory, nor is it the Claimant's position that the carrying out of '*any protest at all*' is trespassory. Rather, the Claimant avers that the carrying out of protests without consent, in accordance with the Code, or prior notification, in accordance with the Visitor Regulations (as the case may be), amounts to an actionable trespass.
- b. Whilst it is admitted that SOAS students have, from time-to-time, utilised the Land for protests, it is not admitted that there is a '*long history*' as alleged.
- c. Insofar as it is alleged that an injunction is unnecessary because of the potential for SOAS to take disciplinary action against its students, then it is denied that this would represent an effective alternative remedy. To the best of the Claimant's knowledge, the First Defendant has been expelled as a student of SOAS, and the Second and Third Defendants have been suspended. The Defendants have not been dissuaded from protesting by expulsion or suspension.

44. As to paragraph 48, it is denied that the injunction sought relates (or is intended to relate) to land other than that belonging to the Claimant. Insofar as the Defendants may

succeed in proving that the injunction sought would have this unintended effect, then this can be addressed by amending the wording accordingly.

45. Paragraph 49 is noted, but stands as a bare denial.

46. As to paragraph 50, the Claimant has pleaded its response to the specific defences upon which the Defendants purport to rely below. For the reasons set out below, it is denied that any of the matters relied upon by the Defendants would amount to a defence, in law, to the claim and/or the grant of a precautionary injunction, whether in the terms sought or otherwise.

47. As to paragraph 51, it is denied that requiring the Defendants to comply with the Code and the Visitor Regulations if they wish to carry out protests and demonstrations on the Land constitutes an interference with their Article 10 or 11 rights, still less a disproportionate interference with those rights. As to the second sentence, the Defendants' allegations about previous injunctions and caselaw, and the extent to which the injunction sought is novel, are assertions of law rather than of fact, but without prejudice to that, it is well-established that prior notification requirements for protests and demonstration are lawful and that sanctions for failing to comply with them are also lawful.

48. Paragraph 52 is denied. As set out above, whether Annex 1 of the Code is engaged is an objective question. The Claimant is required to act reasonably when determining whether, on the facts of a given case, a proposed protest does or does not engage Annex 1. An unreasonable refusal, or an unreasonable condition, could in principle be challenged. What the Defendants wish to do is not have to provide any notification or information to the Claimant at all, before engaging in large-scale and disruptive protests and demonstrations on its land.

49. Paragraph 53, together with the sub-paragraphs thereunder, is denied. The Code and the Visitor Regulations do not interfere with the Defendants' right to protest; alternatively, any such interference is minimal, justified, and proportionate. The injunction sought does not prevent the Defendants (or anyone else) from protesting, unless they do so without providing the Claimant with the prior notification and relevant information that

is required under the Code and the Visitor Regulations. Paragraphs 13 to 14 of this Reply above are repeated. As to sub-paragraph (iv), it is not unreasonable or disproportionate for the Claimant to require 72 hours' notice where a person wishes to demonstrate on its land. It will almost always be possible and straightforward to provide such notice. The Defendants have not pleaded that it was not possible to do so in this case. If, in theory, a future situation were to arise in which it was impossible or unduly harsh for a demonstrator to have to do so, he or she would need to ask the Claimant to vary and shorten that requirement, or to set conditions which give effect to granting permission in those particular circumstances, rather than simply ignoring the requirement to give notice.

50. Paragraph 54 is denied. There is no lack of clarity in the concept of a protest or a demonstration. It will not be impossible, as alleged, for students to know whether they are breaching the injunction. The meeting on 3 October, whether or not it was also a rally, was a protest and a demonstration. As to the alleged lack of clarity about who would be caught by the injunction by reference to the march which occurred on 5 October 2024, the Defendants have not denied that some or all of them participated in that march, nor that it was a protest and a demonstration, nor that it involved an unlawful trespass. Whether the march was organised by the Palestine Solidarity Campaign is irrelevant.

51. Paragraph 55 is denied. The Code and Regulations require the protestors and demonstrators to provide notification and information as appropriate; following which the Claimant will exercise a judgment about whether to permit the demonstration and if so on what conditions. It is denied that there will be any lack of clarity as alleged.

52. Paragraph 56 is denied. The Code and the Visitor Regulations are not inconsistent with the Claimant's duties under s.43 of the 1986 Act. In particular, s.43 of the 1986 Act does not require the Claimant to allow protests and demonstrations to take place on its land without prior notification. It does not require the Claimant to allow demonstrators to ignore conditions which it wishes to impose in order to protect the rights of others and minimise the risk of disorder or crime. It does not require the Claimant to allow demonstrators to obstruct or interfere with access, or erect tents on its land. The Claimant repeats paragraphs 13 and 14 of this Reply above.

53. Paragraph 57 is denied. The Claimant is not subjecting the Defendants to detrimental treatment by seeking to require them to comply with: (a) the law of trespass; and (b) the Code and the Visitor Regulations. The reason the Claimant sought an injunction against the Defendants was not because of their racial or ethnic group, nor because of their association with that group, nor because of their beliefs. It was because of their conduct, and the nature, frequency, degree and/or intensity of the protests in which they were involved, combined with the stance they took and continue to take in seeking to organise and participate in protests and demonstrations without first complying with the Code and the Visitor Regulations. The seeking of an injunction does not constitute direct, or indirect, discrimination on the basis of membership of (or association with) a Palestinian racial or ethnic group, nor any belief concerning the human rights of Palestinians. In any event, the seeking of an injunction by the Claimant was not and could not be an unlawful act under the 2010 Act. The injunction, if it causes any detriment at all, is relief granted by the Court, exercising a judicial function, not by the Claimant. Judicial functions are excluded from the reach of the 2010 Act.

54. As to paragraph 58:

- a. For the reasons set out above, it is denied that the Claimant has taken a different approach to pro-Palestine protests than other protests and, further, that the examples relied on by the Defendants constitute *prima facie* evidence of differential treatment.
- b. For the reasons set out at paragraph 31, it is denied that the Claimant has perceived students seeking to hold a stall as falling within the scope of the Code 'merely' because of the subject matter of their protest.
- c. It is denied that 'the Claimant's regulations' confer upon the Claimant an 'undefined and unlimited discretion'. The Visitor Regulations do not provide the Claimant with the ability to refuse consent for a protest of which it has the requisite prior notification; the Claimant's discretion only extends to the imposition of conditions. Whilst the Claimant does have a discretion to refuse consent for a protest if Annex 1 of the Code applies, this only affects certain, higher-risk protests, and the Claimant's discretion must be exercised in

accordance with the terms of the Code itself, read and given effect consistently with principles of free speech. If it be alleged, it is denied that the Code permits the refusal of consent by reference to '*what speech may or may not be enjoyable for visitors*'.

- d. It is denied that the injunction is '*broad and wide ranging*'. Paragraph 18(c) of this Reply above is repeated.

KESTER LEES KC
Falcon Chambers

DAVID PIEVSKY KC
Blackstone Chambers

TAYLOR BRIGGS
Falcon Chambers

STATEMENT OF TRUTH:

The Claimant believes that the facts stated in this Reply 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: 3 April 2025

Full name: Alicia Foo

Office held: Partner

Name of the Claimant's solicitors: Pinsent Masons LLP

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
PROPERTY TRUSTS AND PROBATE
LIST (ChD)**

BETWEEN:-

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 ON THE LAND (DEFINED
IN SCHEDULE 1) 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**
- (5) PERSONS UNKNOWN WHO, IN
CONNECTION WITH BOYCOTT,
DIVESTMENT, AND SANCTIONS
PROTESTS ON THE LAND (DEFINED
IN SCHEDULE 1) 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**
- (6) PERSONS UNKNOWN WHO, IN
CONNECTION WITH BOYCOTT,
DIVESTMENT, AND SANCTIONS
PROTESTS ON THE LAND (DEFINED
IN SCHEDULE 1) 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**

Defendants

REPLY TO DEFENCE

Solicitors for the Claimant:

Pinsent Masons LLP

55 Colmore Row

Birmingham

B3 2FG

Reference: AF02/630232.07557/CM80

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
PROPERTY TRUSTS AND PROBATE LIST (CHD)

CLAIM NO: PT-2024-000893



THE HONOURABLE MR JUSTICE ADAM JOHNSON

PT-2024-000893

BETWEEN:-

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

ORDER

Amended under the slip rule CPR 40.12

UPON the Claimant's claim by Claim Form, dated 11⁴ October 2024

AND UPON reading the Claim Form and the supporting evidence

AND UPON the Claimant's without notice application pursuant to CPR r6.15 and r6.27, dated 14⁴ October 2024 (the "**Application Notice**") and supporting evidence thereto

AND UPON the Claimant's application for an interim injunction, dated 14⁴ October 2024

IT IS ORDERED THAT:

Alternative Service

1. Pursuant to CPR r6.15 and r.6.27, service upon the Defendants of all documents, applications and orders in relation to this claim including, *inter alia*, the Claim Form, Particulars of Claim, the Witness Statement of Alistair Jarvis, the Response Pack, the Application Notice for an interim injunction, and this Order (together the "**Documents**") may be effected by an alternative method and at an alternative place, namely by:

- a. Leaving two sealed copies of the Documents in two separate transparent plastic boxes marked for the attention of "the Occupiers" at the following locations on the plan annexed to this order (the "**Alternative Service Plan**")

- (i) That part of Byng Place, London, WC1E 7LE occupied by the Defendants the approximate location of which is marked in red and as location "A" on the Alternative Service Plan;
- (ii) The gates on Malet Street, London, which give access and egress to that part of the Claimant's land known as Torrington Square the approximate location of which are marked in red and as location "B" on the Alternative Service Plan; and
- (iii) The gates on Thornhaugh Street, London, which give access and egress to that part of the Claimant's land known as Torrington Square the approximate location of

which are marked in red and as location “C” on the Alternative Service Plan.

b. Uploading it to the following website:

<https://www.london.ac.uk/about/estate/encampment-legal-papers>.

c. Sending a link to the above website by email to the email addresses listed in Schedule 2 to this Order.

2. The carrying out of each and all of these steps will amount to good and proper service.
3. The Documents will be deemed to be served upon the Defendants at 4pm on the date that all of the steps set out in paragraph 1 above have been completed as confirmed by the filing of a certificate of service with the Court.
4. The date for filing an Acknowledgement of Service by the Defendants shall be 14 days after service of the claim form.
5. The date for filing an Admission by the Defendants shall be 14 days after service of the claim form.
6. The date for filing a Defence by the Defendants shall be 14 days after service of the claim form or 28 days after service of the claim form if an Acknowledgement of Service is filed in accordance with paragraph 4 above.
7. The Defendants may apply under CPR r.23.10 to set aside or vary this Order (any application to be made within 7 days of the date of service on the party applying, unless the court directs otherwise)

COMMUNICATIONS WITH THE CLAIMANTS

The Claimants’ solicitors and their contact details are:

Connor Merrifield
Pinsent Masons LLP

1 Park Row
Leeds
LS1 5AB

Phone number: 0113 368 6523

Email: Connor.Merrifield@pinsentmasons.com

Alicia Foo
Pinsent Masons LLP
55 Colmore Row
Birmingham
B3 2FG

Phone number: 0121 2604024

Email: alicia.foo@pinsentmasons.com

Dated: 16 October 2024

SCHEDULE 1 - PLAN



SCHEDULE 2 – EMAIL ADDRESSES

Group / Individual	Email contact (where known)
The SOAS Liberated Zone for Gaza	Soasliberatedzone4gaza@proton.me
Abel Harvie-Clark	669841@soas.ac.uk and abel.harvieclark@gmail.com
Tara Mann	700495@soas.ac.uk
Haya Adam	709237@soas.ac.uk

IN THE HIGH COURT OF JUSTICE

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES (ChD)

PROPERTY, TRUSTS AND PROBATE LIST

MASTER PESTER

10 DECEMBER 2024

CLAIM NO: PT-2024-000893

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 ON THE LAND (DEFINED IN SCHEDULE 1) 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

(5) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

(6) PERSONS UNKNOWN WHO, BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

Defendants

CONSENT ORDER



BEFORE Master Pester sitting at the High Court of Justice, Business and Property Courts

UPON consideration of the order of Adam Johnson J dated 16 October 2024 (the “**Alternative Service Order**”)

AND UPON consideration of the order of Nicholas Thompsell J dated 30 October 2024 amended on 13 November 2024 pursuant to CPR 40.12 (the “**Interim Injunction Order**”)

AND UPON the First, Second and Third Defendants, and the Claimant, having agreed to the terms of this order

BY CONSENT IT IS HEREBY ORDERED THAT: -

1. This deadline specified at paragraph 6 of the Alternative Service Order (as amended by paragraph 7a. of the Interim Injunction Order) is to be extended so that it reads as follows: -

“The Defendants have permission to file and serve a Defence by 4pm on 23 December 2024.”

2. The Claimant to have permission to file and serve a reply to the Defence by 4pm on 14 January 2025.
3. Schedule 2 to the Alternative Service Order is to be amended so that it reads as follows: -

Group / Individual	Email contact (where known)
The SOAS Liberated Zone for Gaza	Soasliberatedzone4gaza@proton.me
Abel Harvie-Clark	abel.harvieclark@gmail.com
Tara Mann	taranikitamann@gmail.com
Haya Adam	adamhaya78@gmail.com

4. Costs reserved.

NAME AND ADDRESS OF CLAIMANT’S SOLICITORS

The Claimant's Solicitors are: Pinsent Masons LLP, 55 Colmore Row, Birmingham, B3 2FG.

Service of the Order:

The Court has provided a sealed copy of this Order to the serving party’s solicitors:-

Pinsent Masons LLP

55 Colmore Row

Birmingham

B3 2FG

Reference: AF02/630232.07557/CM80

Email: connor.merrifield@pinsentmasons.com

Email: alicia.foo@pinsentmasons.com



Order of Mr Justice Thompson dated 30 October 2024 amended on 13 November 2024 pursuant to CPR 40.12

IN THE HIGH COURT OF JUSTICE

Claim No: PT-2024-000893

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES (ChD) PT-2024-000893

PROPERTY, TRUSTS AND PROBATE LIST

Before: Mr Justice Thompson

On: 30 October 2024

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 ON THE LAND (DEFINED IN SCHEDULE 1) 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

(5) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

(6) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

Defendants

INTERIM INJUNCTION

Amended under the slip rule CPR 40.12

PENAL NOTICE

THIS IS AN ORDER OF THE COURT. IF YOU, THE WITHIN NAMED DEFENDANTS AND PERSONS UNKNOWN OR ANY OF YOU, DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER, YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED

IMPORTANT NOTICE TO THE DEFENDANTS

This Order prohibits you from doing the acts set out in this Order. You should read it very carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.

UPON hearing Mr Lees KC and Miss Briggs, both of counsel, for the Claimant, the First, Second, and Third Defendants in person, and the classes comprising Fourth, Fifth, and Sixth Defendants neither attending nor being represented.

AND UPON the Court reading the witness statement of Mr Alistair Jarvis dated 11 October 2024 and the first, second, and third witness statements of Mr Connor Merrifield dated 22 October 2024, 28 October 2024, and 28 October 2024 respectively, together with the exhibits thereto.

AND UPON the Court being satisfied that there is a sufficiently real and imminent risk of the Defendants committing the tort of trespass to justify the grant of a precautionary injunction.

AND UPON the following terms having the following meanings in this Order:

- (1) “the Land” meaning the parcels of land forming part of Title Numbers 325806, NGL376460, LN91321, LN94166, and LN179751 and as more particularly described in Schedule 1 hereto (by reference to the plan at enclosure 1);
- (2) “the Code” meaning Ordinance 24 promulgated by the Claimant titled ‘Code of Practice on Meetings or Other Activities on University Premises’ and dated 15 February 2019, together with Annexes 1 and 2 thereto, a copy of which is appended hereto at enclosure 2;
- (3) “the Appointed Officer” meaning either Alistair Jarvis, Rita Akushie, or Emma Rees (or a person who, at the relevant time, holds the position of the Claimant’s Pro Vice-Chancellor (Partnerships and Governance), Pro Vice-Chancellor (Finance and Operations), or Executive Director, Property and Estates);
- (4) “the Visitor Regulations” meaning the regulations promulgated by the Claimant dated 8 February 2019, a copy of which is appended hereto at enclosure 3; and
- (5) “the Website” meaning <https://www.london.ac.uk/about/policies/core-policies/protest-code-practice-regulations> ;
- (6) “the Alternative Service Application” meaning the Claimant’s application dated 14 October 2024 for alternative service pursuant to CPR 6.15 and 6.27;
- (7) “the Alternative Service Order” meaning the Order of Adam Johnson J dated 16 October 2024 in relation to the Alternative Service Application.

AND UPON the Court accepting the Claimant’s undertaking that the Claimant will comply with any order for compensation which the Court might make in the event that the Court later finds that this Order has caused loss to a Defendant and the Court finds that the Defendant ought to be compensated for that loss.

AND UPON the Court accepting the Claimant’s undertaking to publish the Code and Visitor Regulations on the Website and to keep the Website updated with any changes to the identities of the Appointed Officers.

AND UPON the Court accepting the Claimant's undertaking, upon the provision of written confirmation from one of the Appointed Officers that permission has been granted for a planned protest in connection with boycott, divestment, and sanctions protests on the Land by the 'SOAS Liberated Zone for Gaza' and/or 'Democratise Education' movements, to publish that written consent promptly on the Website.

IT IS ORDERED THAT:

1. With immediate effect until final disposal of the claim or further order (or, if earlier, 30 October 2025), the Defendants, and each of them, are forbidden from undertaking or engaging in any or all of the following activities:
 - a. Entering onto any part of the Land for the purpose of collective or public protest 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, and
 - 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, and
 - iii. by complying with any conditions imposed on any such demonstration by the Claimant pursuant to Regulation 15.3~~2~~, and
 - iv. only upon receipt of written confirmation from one of the Appointed Officers that permission for the protest is granted; for the avoidance of doubt, this sub-paragraph shall not preclude any Defendant from wearing a pin badge or item(s) of clothing which bears a slogan(s) and/or symbol(s) and/or which otherwise endorses or supports boycott, divestment, and sanctions protests by the 'SOAS Liberated Zone for Gaza' and/or the 'Democratise Education' movements,
 - 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. The Defendants or any other person affected by this Order may apply to the Court at any time to vary or discharge it, but, if they wish to do so, they must inform the Claimant's solicitors immediately (and in any event not less than 48 hours, excluding weekends and bank holidays, before the hearing of any such application).
- 3. Any person applying to vary or discharge this Order must provide their full name and an address for service in the United Kingdom.
- 4. Any person who applies to vary or discharge this Order shall file a skeleton argument and any evidence to be relied upon no later than 48 hours, excluding weekends and bank holidays, before the application hearing.
- 5. The Claimant has permission to apply to extend or vary this Order or for further directions. The Claimant must give the Defendants at least 48 hours' notice, excluding weekends and bank holidays, of any such application.
- 6. Pursuant to CPR r.6.15 and r.6.27, the Claimant shall serve this Order on the Defendants by:-
 - a. Leaving copies of the Order at the following locations upon the Land in transparent plastic boxes and/or plastic wallets as appropriate marked for the attention of "Persons Unknown in connection with boycott, divestment, and sanctions protests on the Land by the 'SOAS Liberated Zone for Gaza' and/or 'Democratise Education' movements":-
 - i. That part of Byng Place, London occupied by the Defendants the approximate location of which is marked in red and as location "A" on the plan at Enclosure 4 hereto (the "**Alternative Service Plan**") and which is present the site of the Defendants' protest encampment;
 - ii. The gates on Malet Street, London (the "**Malet Street Gates**"), which give access and egress to that part of the Claimant's land known as

Torrington Square, the approximate location of which are marked in red and as location “B” on the Alternative Service Plan; and

iii. The gates on Thornhaugh Street, London (the “**Thornhaugh Street Gates**”), which give access and egress to that part of the Claimant’s land known as Torrington Square, the approximate location of which are marked in red and as location “C” on the Alternative Service Plan;

b. Positioning a warning notice advertising the existence of the Order upon, at, or nearby to the Malet Street Gates and the Thornhaugh Street Gates, which states that an interim injunction affecting “Persons Unknown in connection with boycott, divestment, and sanctions protests on the Land by the ‘SOAS Liberated Zone for Gaza’ and/or ‘Democratise Education’ movements” and ensuring that this remains in place and contains a QR code linking to the Website as well as the web address of the website;

c. Uploading a sealed copy of the Order to the Website; and

d. Sending a link to the Website by email to:

i. 669841@soas.ac.uk and abel.harvieclark@gmail.com (Abel Harvie-Clark);

ii. 700495@soas.ac.uk (Tara Mann);

iii. 709237@soas.ac.uk (Haya Adam)

iv. soasliberatedzone4gaza@proton.me (general encampment e-mail address).

7. Paragraphs 4 and 6 of the Alternative Service Order shall be varied as follows:

a. The Defendants have permission to file and serve a Defence by 4pm on 11 December 2024.

8. This matter shall be listed for an in-person case management conference on the first open date after 18 December 2024, with a time estimate of half a day.

9. Costs reserved.

NAME AND ADDRESS OF CLAIMANT'S SOLICITORS

The Claimant's Solicitors are: Pinsent Masons LLP, 55 Colmore Row, Birmingham, B3 2FG.

Service of the Order:

The Court has provided a sealed copy of this Order to the serving party's solicitors:-

Pinsent Masons LLP

55 Colmore Row

Birmingham

B3 2FG

Reference: AF02/630232.07557/CM80

Email: connor.merrifield@pinsentmasons.com

Email: alicia.foo@pinsentmasons.com

SCHEDULE 1 – THE LAND

The land shown edged red on the plan at enclosure 1 (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.

ENCLOSURE 2 – THE CODE

ENCLOSURE 3 – VISITOR REGULATIONS

ENCLOSURE 4 – THE ALTERNATIVE SERVICE PLAN



IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES (ChD)
PROPERTY, TRUSTS AND PROBATE LIST
MASTER PESTER

20TH JANUARY 2025

B E T W E E N:

THE UNIVERSITY OF LONDON



PT-2024-000893

CLAIMANT

and

(1) ABEL HARVIE-CLARK

(2) TARA MANN

(3) HAYA ADAM

(4) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

(5) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

(6) PERSONS UNKNOWN WHO, BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

DEFENDANTS

CONSENT ORDER FOR CASE MANAGEMENT DIRECTIONS

WARNING: you must comply with the terms imposed upon you by this order otherwise your case is liable to be struck out or some other sanction imposed. If you cannot

comply you are expected to make formal application to the court before any deadline imposed upon you expires.

UPON consideration of the order of Adam Johnson J dated 16 October 2024 (the “**Alternative Service Order**”)

AND UPON consideration of the order of Nicholas Thompsell J dated 30 October 2024 amended on 13 November 2024 pursuant to CPR 40.12 (the “**Interim Injunction Order**”)

AND UPON consideration of the order of Master Pester dated 13 December 2024

AND UPON Bindmans LLP filing and serving a notice of acting on behalf of the First, Second and Third Defendants on 20 December 2024

AND UPON consideration of the First, Second and Third Defendants’ application to extend time dated of 23 December 2024

AND UPON the First, Second and Third Defendants, and the Claimant, having agreed to the terms of this order

BY CONSENT IT IS HEREBY ORDERED THAT: -

1. The case management conference listed in a 3-day window from the 28 January 2025 with a time estimate of half a day is vacated.
2. The Claimant to have permission to file and serve a reply to the Defence by 4pm on 31 January 2025.
3. A case and costs management conference shall be listed on the first available date after 7 April 2025 with a time estimate of half a day.
4. Because this Order has been made without a hearing, the parties have the right to apply to have the order set aside, varied or stayed. A party making such an application must send or deliver the application to the court (together with any appropriate fee) to arrive within 7 days of service of this Order.
5. Costs in the case.
6. The Claimant shall serve this Order on the Defendants.

Service of this Order

The Court has provided a sealed copy of this order to the serving party’s legal representatives:

Pinsent Masons LLP of 55 Colmore Row, Birmingham, B3 2FG; Ref: CM80/AF02/630232.07557



IN THE HIGH COURT OF JUSTICE

CLAIM NO: PT-2024-000893

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

PROPERTY, TRUSTS AND PROBATE LIST (ChD)

PT-2024-000893

DATED: 30 JULY 2025

BETWEEN:

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 ON THE LAND (DEFINED IN SCHEDULE 1) 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

(5) PERSONS UNKOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

(6) PERSONS UNKNOWN WHO, BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

Defendants

APPLICATION NOTICE

1. Pinsent Masons LLP.
2. Pinsent Masons LLP are the Claimant's Legal Representatives.
3. The Claimant is asking the Court to order that:
 - 3.1 The Claimant be permitted to amend its Particulars of Claim in the form of the draft attached to this application notice dated 30 July 2025;

- 3.2 Directions consequential upon the Claimant being permitted to amend its Particulars of Claim which provide for the following:
 - 3.2.1 the First, Second, and Third Defendants (if so advised) to amend their Defence to set out their case in relation to the compliance or otherwise of the Claimant's "Freedom of Speech & Academic Freedom Code of Practice" and its visitor regulations with section 43 of the Education (No.2) Act 1986), Part A1 of the Higher Education and Research Act 2017, and/or Articles 10 and 11 of the European Convention on Human Rights;
 - 3.2.2 the Fourth, Fifth and Sixth Defendants (if so advised) to file a Defence to the Claimant's amended Particulars of Claim;
 - 3.2.3 the Claimant (if so advised) to serve an amended Reply to any amended Defence served by the First, Second, and Third Defendants and to serve a Reply to any Defence served by the Fourth, Fifth, and Sixth Defendants.
- 3.3 The Order of Mr Justice Thompsell dated 30 October 2024 (as amended on 13 November 2024 pursuant to CPR 40.12) ("**the Order**") shall be amended in accordance with the draft attached to this application notice to reflect:
 - 3.3.1 the replacement (on 1 August 2025) of Ordinance 24 titled "*Code of Practice on Meetings or Other Activities on University Premises*" dated 15 February 2019 ("**the Code**") with a new code titled '*Freedom of Speech & Academic Freedom Code of Practice*' ("**the FOS Code**");
 - 3.3.2 an amendment to Regulation 15.2 of the Visitor Regulations, changing the title of the role of Head of Hospitality and Conferencing Services to that of Hospitality and Conferencing Services;
 - 3.3.3 pursuant to CPR 6.28, and in the exercise of its powers of case management under CPR Part 3 rules 3.1(b) (power to bring forward a hearing) and/or 3.1(m) (power to make an order for the purpose of managing the case and furthering the overriding objective), that the service of a sealed copy of the Claimant's application be dispensed with and that the Court should proceed to hear the Claimant's application.
- 3.4 Service of any order made upon the Claimant's application to be effected in accordance with paragraphs 1(a), 1(b) and 1(c) of the order of Mr Justice Johnson made on 16 October 2024 as amended pursuant to CPR 40.12 and as varied by paragraph 3 of the order made by Master Pester dated 13 December 2024 (the "**Alternative Service Order**"), save that in respect of the First, Second, and third Defendants, service of the order is to be effected upon their solicitors, Bindmans LLP, and the Claimant is not required to serve the order upon them at the email addresses for them set out in Schedule 2 to the Alternative Service Order as varied.

The reason why the Claimant is asking the Court to make an order which provides for the above is because of the following:

- 3.5 On 1 August 2025, Part A1 of the Higher Education and Research Act 2017 is due to come into force. Pursuant to this new legislation, the Claimant, as a registered higher education provider, will be required to take certain steps to secure freedom of speech. In order to facilitate this new duty, the Claimant will, from 1 August 2025, be obliged to maintain a code of practice which sets out matters relating to the Claimant's values relating to freedom of speech (together with an explanation of how those values uphold freedom of speech), the procedures to be followed by relevant persons in connection with meetings and activities to be held on the Land, the conduct of those attending such meetings or activities, and the criteria to be used by the Claimant in deciding whether to allow the use of its Land or any part of it for those meetings and activities and on what terms.

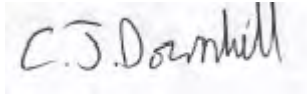
- 3.6 In order to ensure compliance with the specific requirements of this new legislation, the Claimant is due to introduce a new code – the FOS Code. The FOS Code will replace the Code, with the result that the Code will be redundant and of no effect after 31 July 2025. The Order, in its current form, refers to, and requires the Defendants to comply with, the Code. The relief sought by the Claimant in the Prayer for Relief in its unamended Particulars of Claim includes a claim for a final injunction which would, inter alia, those wishing to protest or demonstrate on the Land to comply with the Code. In order to ensure the continued efficacy of the Order, and these proceedings generally, it is necessary to amend both the Particulars of Claim and the Code. For the reasons set out in the witness statement of Matthew Boyd Grigson, the Claimant has only during the week beginning 28 July 2025 been able to produce a finalised version of the FOS Code. This has meant that this application has had to be made on 30 July. The Claimant is therefore seeking an order dispensing with service pursuant to CPR 6.28. This is a case of exceptional urgency (see CPR PD 23A, paragraph 3(1)). If the application is not heard, then the efficacy of the Order will be undermined. The Claimant will provide informal notification of this application to the Defendants (in accordance with CPR PD 23A, paragraph 4).
- 3.7 In the interests of expediency and proportionality, and in order to further the overriding objective, the Claimant is also seeking to correct a slip in paragraph 11 of the Particulars of Claim and paragraph 1(a)(iii) of the Prayer to the same. The reference to Regulation 15.3 is a typographical error, as the reference should have been to Regulation 15.2. This error has already been corrected under the slip rule in respect of the Order.
- 3.8 Since the Order was made, there have been some changes to the roles and functions of the various members of the Claimant's staff. In particular, the title of the role of Head of Hospitality and Conferencing Services has changed to Hospitality and Conferencing Services. This is reflected in Regulation 15.2 of the Visitor Regulations. In order to avoid any confusion, and in order to ensure the continued efficacy of the Order, the Claimant seeks to vary the Order and the Particulars of Claim in order to reflect this change in job title.
4. A draft of the order for which the Claimant is applying is attached.
5. The Claimant wants the application to be dealt with at a hearing.
6. The Claimant thinks that the hearing will last 30 minutes (plus 30 minutes pre-reading). This time estimate has not been agreed with the Defendants.
7. A trial date or trial period has not yet been fixed.
8. The application should be heard by a Master.
9. The Defendants should be served with this application.
- 9a Not applicable.

10. The Claimant will be relying upon the attached witness statement made by Matthew Grigson on 30 July 2025 in support of this application.

STATEMENT OF TRUTH

I understand that proceedings for contempt of court may be brought against a person 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.

The Applicant believes that the facts stated in this section are true.



Signed:
Applicant's Legal Representative

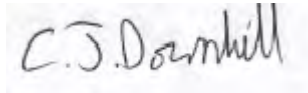
Full name: Craig Jonathan Downhill

Dated: 30 July 2025

Name of Applicant's legal representative's firm: Pinsent Masons LLP

Position or office held: Senior Associate

11. Signature and address details



Signed:
Applicant's Legal Representative

Dated: 30 July 2025

Position or office held: Senior Associate

Applicant's address to which documents about this application should be sent:

Pinsent Masons LLP
55 Colmore Row
Birmingham
B3 2FG

Tel: 0113 368 6523 or 0121 260 4024
Ref: AF02/630232.07557/CD38/CM80
Email: Alicia.foo@pinsentmasons.com
Craig.downhill@pinsentmasons.com
Connor.merrifield@pinsentmasons.com

IN THE HIGH COURT OF JUSTICE

Claim No. PT-2024-000893

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

AMENDED 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 **the** 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).

9A. On 1 August 2025, the Claimant is due to promulgate a code titled '*Freedom of Speech & Academic Freedom Code of Practice*' (together with the appendix thereto, "**the FOS Code**") to replace the Code. The Claimant is doing so in order to ensure compliance with its duties under s.43 of the Education (No.2) Act 1986 and with the new duties under Part A1 of the Higher Education and Research Act 2017 ("**HERA 2017**") to which it will be subject with effect from 1 August 2025. Part A1 is due to be inserted into HERA 2017 by s.1 of the Higher Education (Freedom of Speech) Act 2023 ("**HEFSA 2023**"). S.1 of HEFSA 2023 comes into force on 1 August 2025. A true copy of the FOS Code is annexed to this statement of case at annex C3X.

9B. The FOS Code applies to any event which is due to take place on the Claimant's premises. The procedure to be followed by the Claimant's students and staff, as well as members and visiting speakers (as defined therein), in respect of such events is summarised at paragraph 7.8 of the FOS Code and set out at Appendix A thereto. The FOS Code, and Appendix A thereto, makes special provision for protests and demonstrations. For protests and demonstrations, the procedure requires the organiser to obtain, complete, and submit (to uolevents@london.ac.uk) a request to protest and/or demonstrate in the prescribed form at least 72 hours in advance, unless this is not reasonably practicable (in which case, the organiser should give as much notice as possible, explaining in the request form any circumstances which have made it not reasonably practicable to give 72 hours' notice). The request will then be reviewed by the Claimant's Executive Director: Estates & Property Services (or equivalent), with advice from the Director of Governance, Policy and Compliance (or equivalent). Thereafter, a decision about whether to grant or refuse permission (or grant permission subject to conditions) will be made or, if issues have been identified, then the request will be referred to the Vice-Chancellor. In the latter situation, further information may be requested and/or negotiations may ensue, following which a final decision will be made. For protests and demonstrations, the Claimant aims to make a final decision as soon as practical. Appendix A also enumerates the criteria that will be considered by the Claimant in making decisions about whether to allow the use of its premises for events (including protests and demonstrations).

10. Further, and consistently with this, visitors to the Land (including members of the public) are required to comply with regulations promulgated by the Claimant ("**the**

Visitor Regulations”). The Visitor Regulations were updated on 29 July 2025. A true copy of the Visitor Regulations which were in force at the date of issue is annexed to this statement of case at enclosure C4, and a true copy of the updated Visitor Regulations (as at 29 July 2025) is annexed to this statement of case at enclosure C4X.

11. Regulation 15.2 of the Visitor Regulations (as amended) stipulates that anyone proposing to demonstrate on any part of the Land should notify the Head of Hospitality and Conferencing Services (formerly the Head of Hospitality and Conferencing Services) at least 72 hours in advance of the planned demonstration. Further, Regulation ~~15.3~~ 15.2 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~~ 15.2 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 COMPLICITY. 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 Democratised 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 @democratised.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 **were or** are enrolled at SOAS, the SLZG Protests and Democratised 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~~ **submitting a completed request**

form (in the form appended to the FOS Code at Appendix A and titled 'Request to Protest/Demonstrate on University of London Property') via email to uolevents@london.ac.uk and, thereafter, complying with the procedure laid down in Appendix A to the FOS Code,

- 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~~ 15.2, and
 - iv. only upon receipt of written confirmation from ~~any of the Appointed Officers~~ the Claimant's Executive Director: Estates & Property Services (or equivalent) 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

KESTER LEES KC
TAYLOR BRIGGS

STATEMENT OF TRUTH:

The Claimant believes that the facts stated in these Amended 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:

Full name:

Office held:

Name of Claimant's solicitors:

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.

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-

(7) ABEL HARVIE-CLARK

(8) TARA MANN

(9) HAYA ADAM

**(10) 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)**

**(11) 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)**

**(12) 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

ENCLOSURE C1

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number 325806

Edition date 23.03.2023

- This official copy shows the entries on the register of title on 17 AUG 2023 at 15:36:28.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 04 Oct 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Croydon Office.

A: Property Register

This register describes the land and estate comprised in the title.

CAMDEN

- 1 (23.07.1926) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Being 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.
- 2 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan. The property description has been altered to reflect the land remaining in the title.
- 3 The land lettered B on the title plan has been added to the title.
- 4 The land edged and lettered C in red on the title plan added to the title on 26 January 1981.
- 5 The title plan has been amended to show by blue hatching the extent of the vaults and cellars included in the title.
- 6 In addition to the land edged and numbered NGL729598 in green on the title plan the basement vaults beneath the land edged and numbered 1 and 2 in yellow have been removed under title NGL729598.
- 7 The land remaining in the title has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered NGL729598 in green on the title plan dated 16 June 1995 made between (1) University of London and (2) Law 646 Limited.
NOTE: Copy filed under NGL729598.
- 8 The land edged and lettered D and E in red on the title plan added to the title on 31 July 1995.
- 9 (17.12.2002) The land tinted pink on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.

Title number 325806

A: Property Register continued

- 10 (26.10.2011) The land has the benefit of the rights reserved by a Lease of 26 Bedford Way dated 18 October 2011 made between (1) University of London and (2) University College London for a term of 99 years from 18 October 2011.

NOTE: Copy filed under NGL921797.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (27.07.1927) PROPRIETOR: THE UNIVERSITY OF LONDON of Senate House, Malet Street, London WC1E 7HU.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the provisions, reservations and Purchaser's covenants contained in an Instrument of Transfer dated 24 June 1927 of the land in this title made between (1) The Most Noble Herbrand 11th Duke of Bedford (Vendor) and (2) The University of London (Purchaser).

NOTE: Copy filed.

- 2 A Conveyance of the land in this title and of the land lettered B on the title plan dated 24 June 1927 and made between (1) The Most Noble Herbrand Eleventh Duke of Bedford (Vendor) and (2) The Honourable Victor Alexander Villiers Russell and Frederick William Fane and (3) The University of London (Purchasers) contains covenants.

NOTE: Copy filed.

- 3 A Licence dated 5 June 1939 and made between (1) The University of London and (2) The School of Oriental and African Studies and (3) Birkbeck College for the construction and use of a heating and power chamber on the land coloured blue on the title plan as therein appears.

NOTE: Copy filed.

- 4 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

- 5 The Conveyance dated 24 June 1927 referred to above contains covenants affecting the land edged and lettered D and E on the title plan.

- 6 (25.01.2000) A Deed dated 12 January 2000 made between (1) University of London and (2) Bloomsbury Heat & Power Limited relates to rights of access and egress, user of plant, parking space and other rights as therein mentioned.

NOTE: No copy of the Deed referred to is held by Land Registry.

- 7 (24.05.2006) The parts of the land affected thereby are subject to the rights granted by a Lease of a Transformer Chamber dated 2 July 1958 referred to in the schedule of leases hereto.

- 8 (11.01.2007) UNILATERAL NOTICE affecting University of London Union, Malet Street, London in respect of Lease dated 21 December 2006 made between (1) University of London and (2) Cardpoint Remote Limited for a term of 7 Years from 21 December 2006.

- 9 (11.01.2007) BENEFICIARY: Cardpoint Remote Limited (Co. Regn. No. 05101148) of Transaction House, Skyways Commercial Campus, Amy Johnson Way, Blackpool, Lancs FY4 3RS.

- 10 (09.02.2011) UNILATERAL NOTICE affecting Room 355, Senate House, Malet

C: Charges Register continued

Street, London in respect of a lease dated 31 January 2011 made between (1) University of London and (2) Emma Stafford and Philip Hooker as trustees of The Classical Association for a term commencing on and including 1 August 2010 to 31 July 2015.

NOTE: Copy filed.

- 11 (09.02.2011) BENEFICIARY: Emma Stafford and Philip Hooker as trustees of The Classical Association of Room 355, Senate House, Malet Street, London WC1E 7HU.

- 12 (03.06.2011) UNILATERAL NOTICE affecting Room 244, Senate House in respect of a Lease dated 26 May 2011 made between (1) University of London and (2) The Society for the Promotions of Roman Studies.

NOTE: Copy filed.

- 13 (03.06.2011) BENEFICIARY: The Society for the Promotion of Roman Studies of Room 244, Senate House, Malet Street, London WC1E 7HU.

- 14 (10.10.2014) The land is subject to the easements granted by a lease dated 17 September 2014 of Rooms 261, 263 and 264 Senate House Malet Street London for a term commencing on 1 August 2014 and expiring on 31 July 2018.

NOTE: Copy filed.

- 15 (08.02.2018) The land is subject to the easements granted by a lease dated 15 January 2018 of Part of fourth floor, Senate House for a term commencing on 15 January 2018 and expiring on 31 July 2022.

NOTE: Copy filed.

- 16 (04.04.2018) An Agreement dated 20 March 2018 affecting 32 Torrington Square made between (1) The University Of London (2) Birkbeck College and (3) The Mayor and Burgesses of The London Borough of Camden pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions and covenants relating to the development of the land in this title.

NOTE:-Copy filed.

- 17 (07.11.2018) The land is subject to the easements granted by a lease dated 8 October 2018 of Rooms 102, 103, 104, 105 and 106/7 first floor, Senate House for a term commencing on 6 September 2017 and expiring on 31 July 2022.

NOTE: Copy filed.

- 18 (10.01.2019) The land is subject to the easements granted by a lease of Level 2, Level 2 Mezzanine and Level 3, Student Central dated 28 November 2018 made between (1) University of London and (2) University College London for a term commencing on and including 13 November 2018 and expiring on 31 July 2019.

NOTE:-Copy filed.

- 19 (10.01.2019) Option to renew contained in the lease dated 28 November 2018 referred to above.

- 20 (16.09.2019) The land is subject to the easements granted by a Lease dated 10 September 2019 of part of Student Central being Rooms 211, 211D, 212, 213, 214, 215, 215a and 216 and corridors in between on the second floor, Rooms M202, M203, M204 and MC04A on the second floor mezzanine, Rooms 313, 314, 314A, 315, 316 and 317 and the corridors in between on the third floor and Rooms 301, 302, 303 and 304 on the third floor for a term commencing on and including 1 August 2019 and expiring on 31 July 2023.

NOTE: Copy filed.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	03.12.1952 45	Transformer Sub-Station being part of the basement of The University of London Union, Malet Street.	11.09.1952 60 years from 1.4.1953	LN101913
	NOTE: The lease grants rights of way and rights to lay and maintain electric lines as therein mentioned			
2	05.12.1952 46	Switchgear chamber being part of the basement of The North Heating Chamber Torrington Square	11.09.1952 60 years from 1.6.1952	LN101965
	NOTE 1: The lease grants rights as therein mentioned.			
	NOTE 2: The land edged and lettered D in red on the filed plan is affected by this lease			
3	19.03.1991	The Courtauld Institute Galleries, Woburn Square	15.02.1991 21 years (less 3 days) from 15.2.1991	NGL679883
4	19.03.1991	The Courtauld Institute Galleries, Woburn Square (Basement, Ground, First, Second, Third, Fourth and Fifth Floors)	15.02.1991 39 years from 14.2.2012	NGL679883
5	01.06.1993 edged and no'd in blue 1 (part of)	Premises adjoining 25 Thornhaugh Street	12.05.1993 98 years from 12.5.1993	NGL707277
	NOTE 1: The Lease contains an option to renew upon the terms therein mentioned.			
	NOTE 2: by a Deed dated 14 October 1993 made between (1) University of London and (2) the School of Oriental and African Studies, the terms of the Lease were varied.			
	NOTE 3: Original Deed filed NGL707277			
6	31.07.1995 edged and numbered 2 in blue.	The School of Oriental and African Studies	26.10.1955 999 years from 25.3.1939	NGL730037
	NOTE 1: By a Deed dated 1 June 1967 made between (1) The University of London and (2) The School of Oriental and African Studies the terms of the Lease dated 26 October 1955 were varied.			
	NOTE 2: By a Deed dated 21 July 1995 made between (1) The University of London and (2) The School of Oriental and African Studies the terms of the above lease were varied.			
	Original Deed filed under NGL730037			
7	31.07.1995 Edged and numbered 2	The School of Oriental and African Studies.	14.07.1977 999 years from 25.3.1939	NGL730037
	NOTE: The Lease comprises also other land			
8	21.02.1996 48	25-27 Torrington Square (Basement Vaults)	24.02.1996 98 years from 24.2.1996 (determinable as therein mentioned)	NGL735501
	NOTE 1: The lease contains an option to renew upon the terms therein mentioned.			
	NOTE 2: The lease is not a new tenancy for the purposes of Section 1 of the Landlord and Tenant (Covenants) Act 1995			

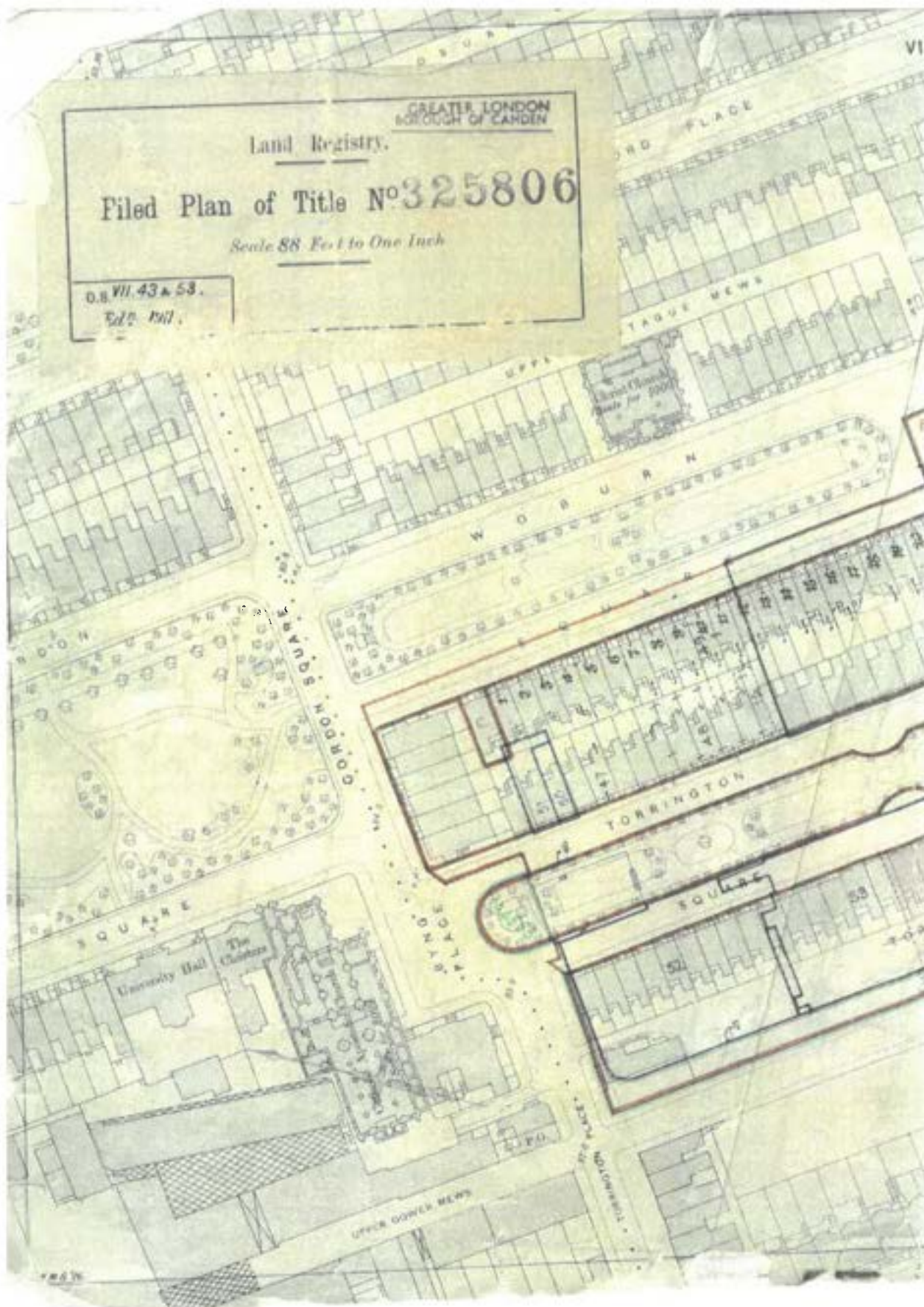
Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
9	18.07.1996 35	30 Russell Square	03.07.1996 1.9.1995	NGL739908
10	17.12.2002	Part of Birbeck College, Malet Street (Basement and Ground Floor)	05.08.1977 99 years from 25.3.1939	NGL816604
	NOTE: The lease dated 5 August 1977 referred to above has been determined except for part of the ground floor on the north-western side.			
11	04.02.2005 49 (part of)	Land adjoining Clore Management Centre	29.12.2004 98 years from 24.1.1996 (determinable as therein mentioned)	NGL844647
	NOTE: The lease contains an option to renew upon the terms therein mentioned			
12	24.05.2006	Transformer Chamber, Woburn Square (Basement level)	02.07.1958 60 years from 06.02.1948	NGL863670
	NOTE: See entry in the charges register relating to the rights granted by this lease			
13	25.08.2009	Part of Basement Floor, ULCC Computer Room, Stewart House	20.07.2009 10 years from 1.8.2008 to 31.7.2018	NGL905962
14	11.01.2010	27 Russell Square (Basement and Vaults)	07.10.2009 99 years from 7.10.2009	NGL908224
15	11.01.2010	28 Russell Square (Basement and Vaults)	07.10.2009 99 years from 7.10.2009	NGL908225
16	11.01.2010	29 Russell Square (Basement and Vaults)	07.10.2009 99 years from 7.10.2009	NGL908226
17	07.08.2012	Birkbeck College, 25-26 Russell Square (Basement and Vaults)	19.07.2012 99 years from 19.9.2012	NGL928033
18	07.12.2012	Rooms 259 and 260, Senate House South Block, Malet Street	29.11.2012 From and including 29.11.2012 expiring 31.7.2017	
19	19.04.2013	North Block, Senate House, Malet Street (Basement, Ground, First, Second and Third Floor)	21.03.2013 99 years from 21.3.2013	NGL933666
20	14.10.2013	Room 258a, Senate House South Block (Second Floor), Malet Street	27.09.2013 From and including 27.9.2013 to 31.7.2017	
21	09.10.2015	Student Central, Malet Street, London (Part of Fourth floor)	17.09.2015 From and including 1 August 2015 and expiring on 31 July 2025	NGL954617

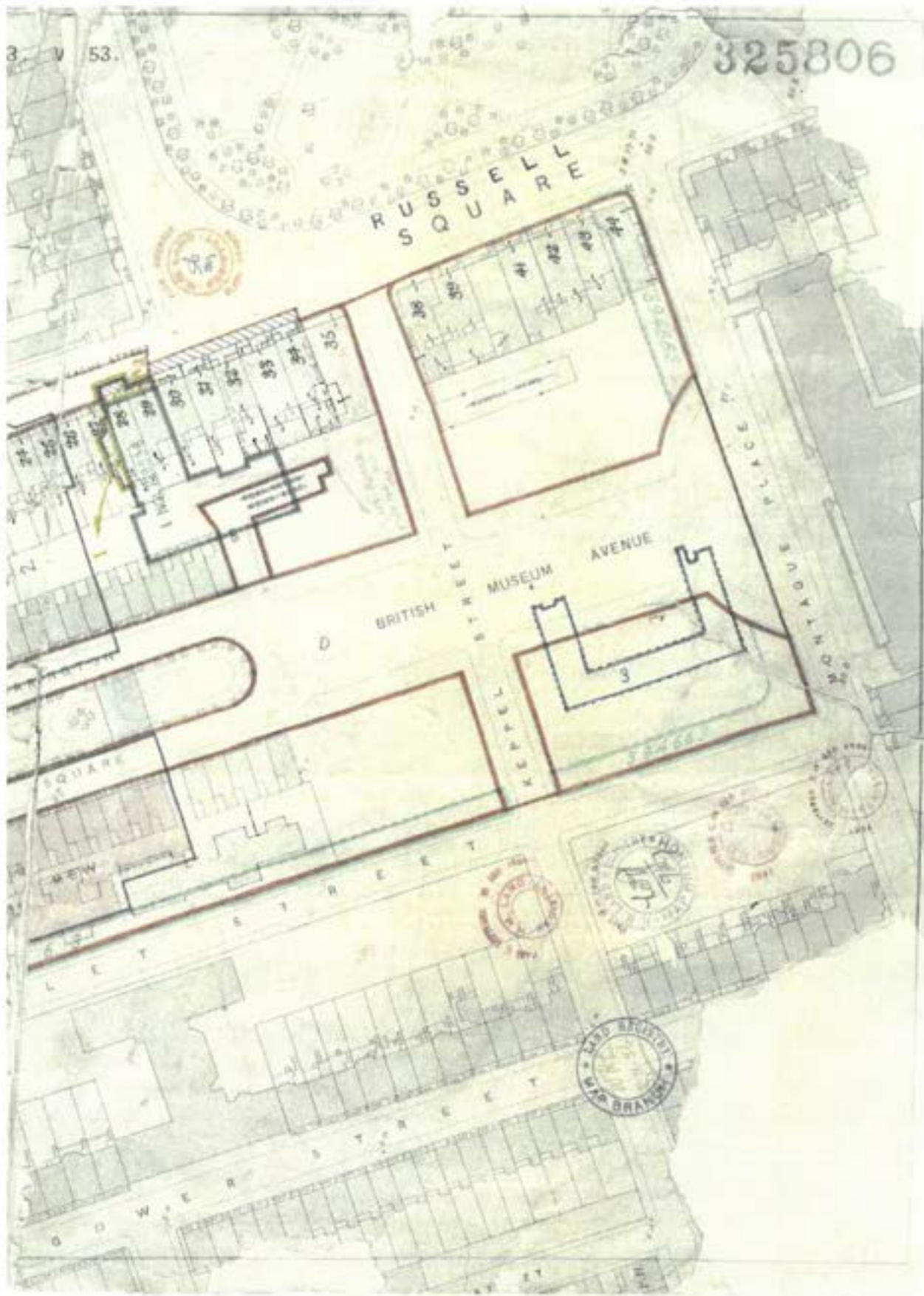
Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
22	16.02.2016 edged and numbered 3 in blue	Senate House (Third Floor)	19.12.2014 From 19.12.2014 to 31.07.2024	NGL957722
23	13.04.2018 Edged and numbered 50 in blue (part of)	32 Torrington Square (the airspace is excluded)	20.03.2018 99 years commencing on 20.3.2018	NGL978553
24	13.04.2018 Edged and numbered 51 in blue (part of)	33 Torrington Square (the airspace is excluded)	20.03.2018 99 years from 20.3.2018	NGL978555
25	07.10.2019 Edged and numbered 53 in blue	Birkbeck College, Main Building (Basement and Ground to Seventh Floors)	02.10.2019 999 years from 2 October 2019	BB1537
26	13.08.2021 Edged and numbered 52 in blue NOTE: This lease takes effect as a concurrent lease in relation to the lease identified above.	Student Central, Malet Street	23.07.2021 99 years from and including 23 July 2021	BB13733
27	03.11.2022	Senate House, Malet Street (part of fourth floor)	24.10.2022 From and including 1 August 2022 and expiring 31 July 2027	

End of register



Official copy is issued, and shows the state of this title plan, on 17 August 2023 at 15:36:28.
 admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
 title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan
 not match measurements between the same points on the ground.
 title is dealt with by HM Land Registry, Croydon Office.
 Crown Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey.
 Licence Number 100026316.



official copy is issued, and shows the state of this title plan, on 17 August 2023 at 15:36:28.
admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan
not match measurements between the same points on the ground.
title is dealt with by HM Land Registry, Croydon Office.
own Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey.
nce Number 100026316.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number NGL376460 Edition date 23.03.2023

- This official copy shows the entries on the register of title on 31 JUL 2023 at 06:03:54.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 04 Oct 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Croydon Office.

A: Property Register

This register describes the land and estate comprised in the title.

CAMDEN

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 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 and African Studies, Thornhaugh Street, and the Institutes of Education and Law (University of London), 20 Bedford Way, London.
- 2 (22.01.1997) The land edged and lettered A in red on the title plan added to the title on 31 July 1995.
- 3 (25.03.2021) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 4 (25.03.2021) The title plan has been amended to show by blue hatching the extent of the vaults and cellars included in the title.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 PROPRIETOR: THE UNIVERSITY OF LONDON of Senate House, Malet Street, London WC1E 7HU.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance of the land shown tinted pink and tinted blue on the title plan dated 8 February 1951 made between (1) The Most Noble Hastings William Sackville Twelfth Duke of Bedford (Vendor), (2) The Honourable Victor Alexander Frederick Villiers Russell, Angus Chambers Lyell and Owen Johnstone Humbert, (3) Messrs. Glyn Mills & Co and (4) The University of London (Purchaser) contains the following covenants:-

C: Charges Register continued

"The purchaser and its successors in title and assigns HEREBY COVENANTS with the vendor as follows:

(1) That the purchaser will submit to the vendor or his Steward at the Bedford Office at least six months before building operations are commenced detailed drawings showing the height and elevation of any proposed buildings fronting the south side of Gordon Square the west side of Bedford Way the north side of Russell Square and the east side of Woburn Square and further COVENANTS not to commenced such buildings until such height and elevation have been approved by the vendor

(2) If at any time hereafter the whole or any part of the Woburn Square Garden should be built upon then the purchaser shall provide an additional equivalent area of open space elsewhere within the property the purchaser has or at any time hereafter shall have acquired from the vendor in the Borough of Holborn or St Pancras and the purchaser will properly maintain the said garden in Woburn Square or such equivalent area as a garden suitable for a high-class residential area

(3) Will not during the period of twenty one years from the date hereof without the consent of the vendor or his successors in title to the Bedford Estate in the Parishes of Holborn or St Pancras take any steps directed towards the closing of the public roadways running east and west and situate along the south sides of Tavistock Square and Gordon Square."

- 2 A Conveyance of the land shown tinted brown on the title plan dated 18 March 1980 made between (1) The Right Reverend Father in God Gerald Alexander Lord Bishop of London (Vendor) and (2) The University of London (Purchaser) contains the following covenants:-

"The purchaser so as to bind as far as practicable itself and its successors in title hereby covenants with the vendor not to permit any building or buildings now or hereafter erected on the property hereby conveyed or any part thereof to be used other than for the purposes of the University of London or for residential occupation."

- 3 The land shown tinted blue on the title plan was on the 24 September 1970 dedicated to the public forever by the University of London to the intent that it should be added to and form part of the public highway.
- 4 (22.01.1997) The land shown edged and lettered A in red on the title plan is included in the Conveyances dated 8 February 1951 and 18 March 1980 referred to above.
- 5 (25.01.2000) A Deed dated 12 January 2000 made between (1) University of London and (2) Bloomsbury Heat & Power Limited relates to rights of access and egress, user of plant, parking space and other rights as therein mentioned.

NOTE: No copy of the Deed referred to is held by Land Registry.

- 6 (14.04.2005) UNILATERAL NOTICE affecting 15 Woburn Square in respect of an Agreement for lease dated 23 March 2005 made between (1) University of London and (2) Institute of Education University of London.
- 7 (14.04.2005) BENEFICIARY: Institute of Education University of London of 20 Bedford Way, London WC1H 0AL.
- 8 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.
- 9 (09.08.2010) By a Deed dated 30 July 2010 made between (1) University of London and (2) Institute of Education University of London the terms of the lease dated 6 March 2008 of 20 Bedford Way referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under NGL895600.

- 10 (30.10.2019) The parts of the land affected thereby are subject to the rights granted by a lease of Birkbeck College, Main Building (Ground to Seventh Floor) dated 2 October 2019 made between (1) University of London and (2) Birkbeck College, University of London for 999 years from 2 October 2019.

C: Charges Register continued

NOTE: Copy filed under BB1537.

- 11 (13.08.2021) The land in this title and other land is subject to any rights that are granted by a lease of Student Central, Malet Street dated 23 July 2021 made between (1) University Of London and (2) Birkbeck College, University Of London and affect the registered land.

NOTE: Copy filed under BB13733.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	31.07.1995	The School of Oriental and African Studies	14.07.1977 999 years from 25.3.1939	NGL730037
	NOTE: The lease comprises also other land.			
2	30.12.2005	15 Woburn Square	15.12.2005 99 years from 15.12.2005	NGL857025
3	31.03.2008	20 Bedford Way	06.03.2008 999 years from 6.3.2008	NGL895600
	NOTE: See entry in the Charges Register relating to a Deed of variation dated 30 July 2010.			
4	29.09.2010	land at Thornhaugh Mews	30.07.2010 from 30.7.2010 to 5.3.3007	NGL912319
5	13.04.2011	11 Woburn Square and the under pavement vault belonging thereto	22.03.2011 99 years commencing on 22 March 2011	NGL917746
	NOTE: The airspace above the building is excluded.			
6	05.10.2011	55-59 Gordon Square together with under pavement vaults	12.09.2011 99 years from 12.9.2011	NGL921378
7	26.10.2011	26 Bedford Way (levels 2 to 14 only)	18.10.2011 99 years from 18/10/2011	NGL921797
8	01.08.2017	Charles Clore House, 17 Russell Square (Part Basement 1, Ground and First Floors)	09.07.1997 99 years from 1.1.1976	NGL971712
9	15.11.2017	Charles Clore House, 17 Russell Square (Part Basement, Ground and First Floors)	26.08.1976 99 years from 01.01.1976	NGL974531
10	19.11.2020	10 Woburn Square and the under pavement vault belonging thereto	27.10.2020 99 years from 27 October 2020	BB8897

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

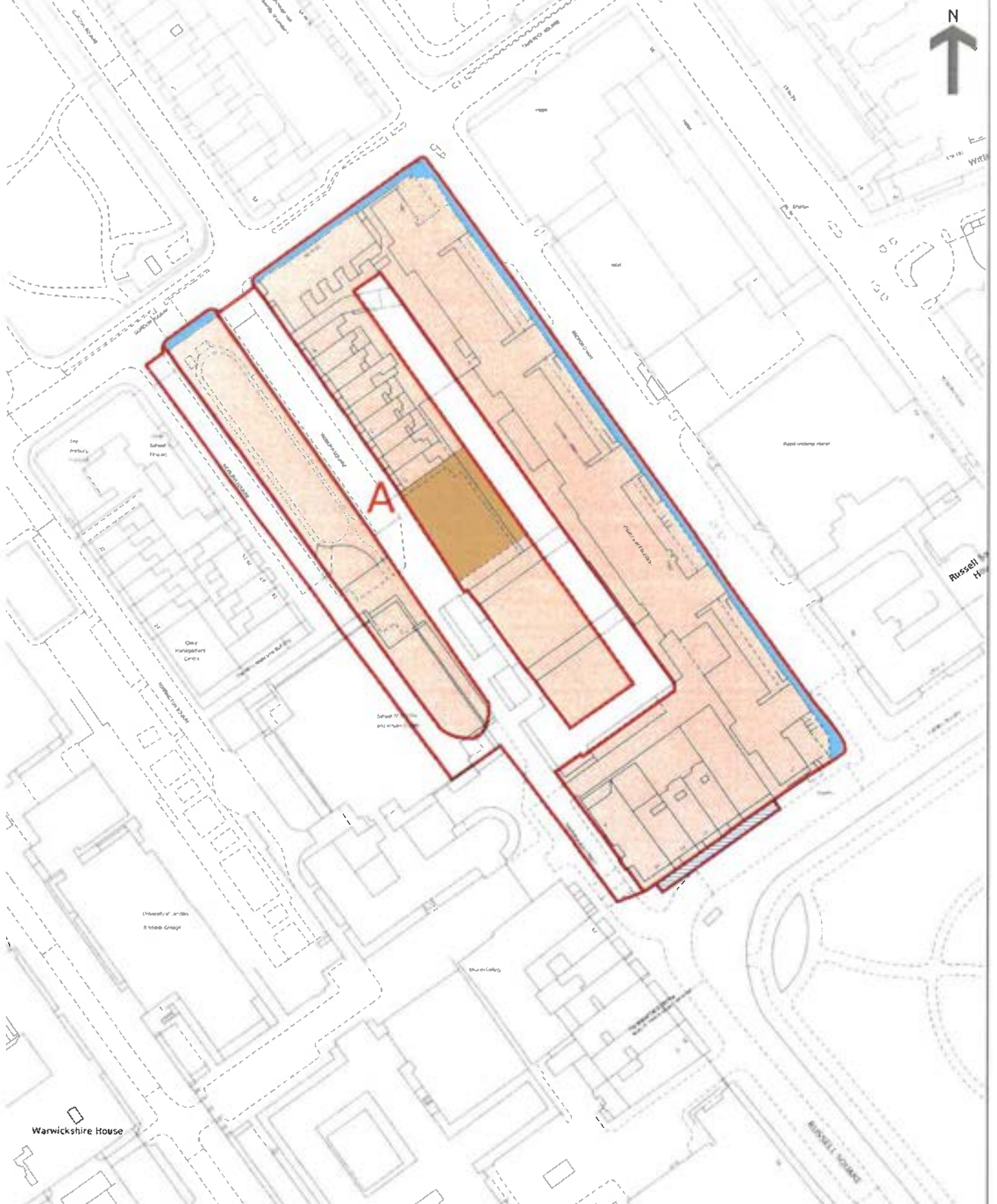
This official copy is issued on 04 October 2024 shows the state of this title plan on 31 July 2023 at 06:03:54. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Croydon Office .

NIM Land Registry
Official copy of
title plan

Title number **NGL376460**
Ordnance Survey map reference **TQ2982SE**
Scale **1:1250**
Administrative area **Camden**



© Crown copyright and database rights 2023 Ordnance Survey AC0000851063
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number LN91321

Edition date 15.05.2013

- This official copy shows the entries on the register of title on 04 OCT 2024 at 10:14:05.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 04 Oct 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Croydon Office.

A: Property Register

This register describes the land and estate comprised in the title.

CAMDEN

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being part of 29 to 35 (all) Gordon Square, 14 Taviton Street, and the garden of Gordon Square

The title plan has been amended to show by blue tinting the cellars and vaults lying beneath the roadway.
- 2 The land has the benefit of the following rights excepted and reserved by the transfer of the land tinted yellow on the title plan referred to in the Charges Register.

"The following are excepted and reserved out of the property to the University in fee simple for the benefit of its said adjoining property:-

(a) the right to use in the event of fire or other emergency the external fire escape staircase existing on the property at the commencement of this Act and the then existing means of access to and from such fire escape staircase:-

Provided always that in the event of the College needing to demolish the said fire escape staircase the College may by not less than three months' previous notice in writing to the University determine the said right;

(b) the right to continue to discharge an extract fan as now existing on 29 Gordon Square over the said escape staircase referred to in sub-paragraph (a) above:-

Provided always that the College may by not less than three months' previous notice in writing to the University determine the said right;

(c) the right of support from the land comprised in the property to the said adjoining property of the University (including the buildings comprised therein):

(d) the right to use for all purposes connected with the said adjoining property of the University any sewers, drains, watercourses, pipes, cables, wires or other channels or conductors in, under or over the property, with power at any time or times to enter thereupon for the

A: Property Register continued

purpose of making connections with, repairing, renewing, maintaining, inspecting or cleansing the same;

(e) the right to light and air to the basement windows of the Institutes of Archaeology and Classical Studies;

(f) the right to enter upon the property for the purpose of carrying out maintenance and repairs or building works to the said adjoining property which cannot conveniently be carried out from such adjoining property the University making good all damage to the property thereby occasioned."

- 3 (15.05.2013) The land has the benefit of the rights granted by a Deed of Release dated 3 May 2013 made between (1) University College London (2) University Of London and (3) Bank Of Scotland Plc.

NOTE:-Copy filed .

By the Deed dated 3 May 2013 referred to above the rights contained in clauses "(a)" and "(b)" of the transfer of the land tinted yellow on the title plan under the University College London Act 1979 referred to above have been extinguished.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (13.09.1931) PROPRIETOR: THE UNIVERSITY OF LONDON of Senate House, London, Malet Street, London WC1E 7HU.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance dated 8 May 1951 made between (1) The Most Noble Hastings Williams Sackville (Vendor) (2) The Honourable Victor Alexander Frederick Villiers Russell Angus Chambers Lyell and Owen Johnston Humbert (3) Glyn Mills & Co and (4) The University of London (Purchaser) contains the following covenants:-

"THE Purchaser and its successors in title and assigns hereby COVENANT with the Vendor as follows:-

(1) That the Purchaser will submit to the Vendor or his Steward at the Bedford Office at least six months before building operations are commenced detailed drawings showing the height and elevation of any proposed buildings fronting on Taviton Street Gordon Street or Gordon Square and further COVENANTS not to commence such buildings until such height and elevation have been approved by the Vendor."

- 2 The land is subject to the following rights included in a transfer of the land tinted yellow on the title plan under the University College London Act 1979.

"The following are included in the transfer of the property to the College effected by Section 3 (Transfer of property of College) of this Act:-

(a) the right of support from the adjoining property of the University known as 14 Taviton Street (formerly part of 34 and 35 Gordon Square), 29 Gordon Square and 30 and 34 inclusive Gordon Square (excluding the buildings comprised therein) for the land and buildings comprised in the property;

(b) the right to use for all proper purposes connected with the property any sewers, drains, watercourses, pipes, cables, wires or

C: Charges Register continued

other channels or conductors in, under or over the said adjoining property of the University with power at any time or times to enter thereupon for the purpose of making connections with repairing, renewing, maintaining, inspecting or cleansing the same."

- 3 (02.02.1998) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.
- 4 (15.06.2006) The parts of the land affected thereby are subject to the rights granted by the Lease of the Transformer Chamber dated 3 September 1976 referred to in the schedule of leases hereto.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	24.09.2003	32 to 34 Gordon Square and 14 Taviton Street.	05.08.2003 99 years from 5.8.2003	NGL825860
	NOTE: The lease comprises also other land			
2	15.06.2006	Transformer Chamber, Taviton Street	03.09.1976 60 years from 29.9.1968	NGL864682
	NOTE 1: During the subsistence of this lease, the Lease dated 5 August 2003 referred to above takes effect as an underlease.			
	NOTE 2: See the entry in the charges register relating to the rights granted by this Lease			
3	15.05.2013 edged and No 1 in blue	29 Gordon Square	03.05.2013 99 years from 24.11.1986	NGL934332

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

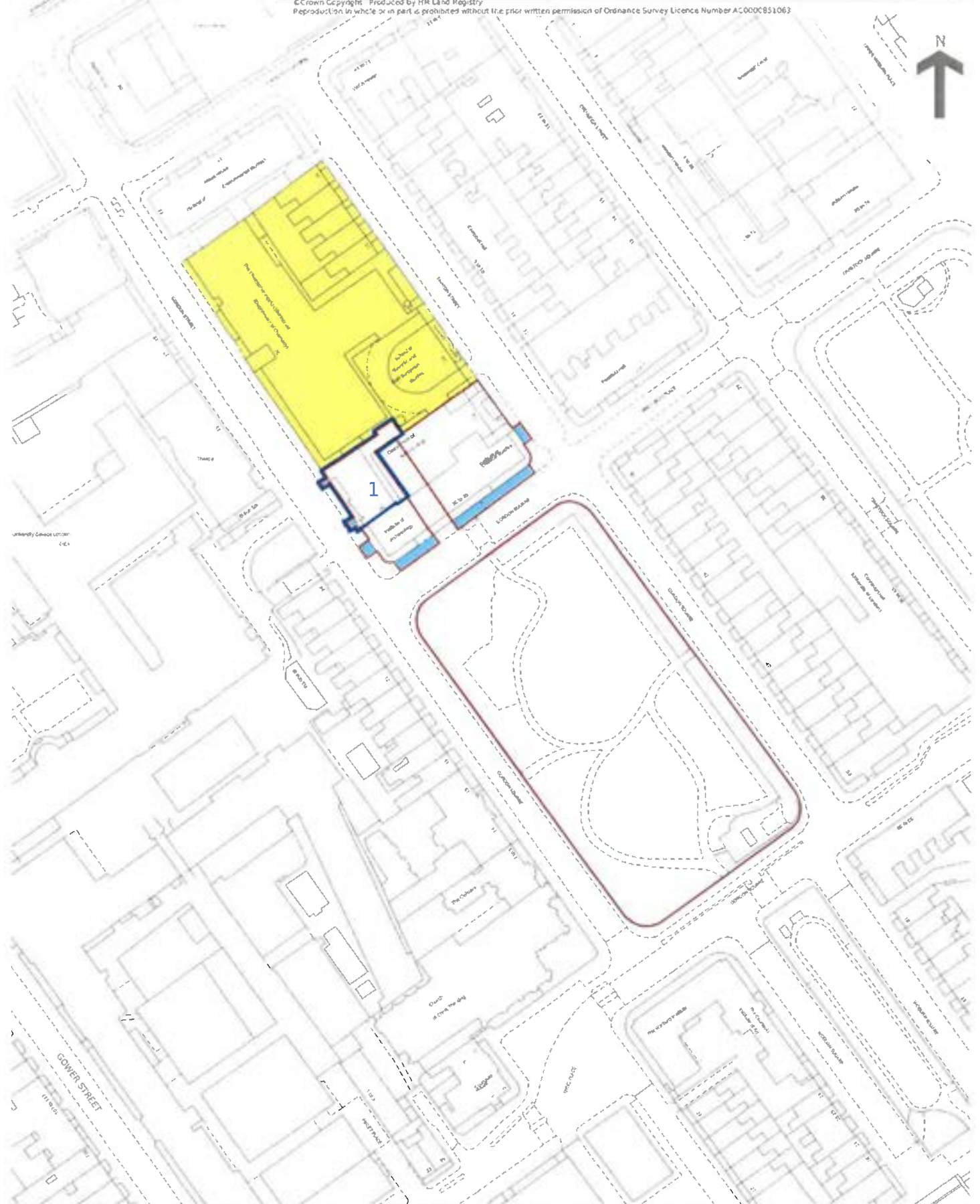
This official copy is issued on 04 October 2024 shows the state of this title plan on 04 October 2024 at 10:14:05. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Croydon Office .

HM Land Registry
Official copy of
title plan

Title number **LN91321**
Ordnance Survey map reference **TQ29825E**
Scale **1:1250**
Administrative area **Camden**



© Crown Copyright. Produced by HM Land Registry.
Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey Licence Number AC0000851063



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number LN94166

Edition date 24.08.2022

- This official copy shows the entries on the register of title on 04 OCT 2024 at 10:15:16.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 04 Oct 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Croydon Office.

A: Property Register

This register describes the land and estate comprised in the title.

CAMDEN

- 1 (01.01.1952) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 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.
- 2 (29.05.2014) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 3 (29.05.2014) The title plan has been amended to show by blue tinting the vaults beneath Torrington Place, Gower Street, Malet Street and Montague Place which are included in the title.
- 4 (10.10.2014) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan. The property description has been altered to reflect the land remaining in the title.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (01.01.1952) PROPRIETOR: THE UNIVERSITY OF LONDON of Senate House, London WC1.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance dated 8 October 1951 made between (1) The Most Noble Hastings William Sackville Twelfth Duke of Bedford (Vendor) (2) The Honourable Victor Alexander Frederick Villiers Russell and others (3) Messrs Glyn Mills & Co. and (4) The University of London (Purchaser) contains the following covenants:-

C: Charges Register continued

"The purchaser and its successors in title and assigns HEREBY COVENANTS with the vendor as follows:-

That the purchaser will submit to the vendor or his steward at the Bedford Office at least six months before building operations are commenced detailed drawings showing the height and elevation of any proposed buildings fronting Bedford Square and/or Gower Street and further covenants not to commence such buildings until such height and elevation have been approved by the vendor."

- 2 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.
- 3 (26.04.2021) The land is subject to the easements granted by a lease of the basement, ground, first and part third floors, 18-20 Gower Street dated 23 April 2021 made between (1) University Of London and (2) Raj Murthi and Mark Robert Alfred Hunter for a term commencing on and including 1 August 2020 and expiring on 31 July 2025.

NOTE:-Copy filed.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	10.10.2014 numbered 2 in yellow	11 Bedford Square	17.09.2014 99 years from 17/09/2014	NGL946146
2	24.08.2022 edged and numbered 1 in yellow	42 to 56 (even) Torrington Place	12.08.2022 5 years from and including 6 February 2022	

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 04 October 2024 shows the state of this title plan on 04 October 2024 at 10:15:16. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Croydon Office .

You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number LN179751

Edition date 18.08.2023

- This official copy shows the entries on the register of title on 29 NOV 2023 at 10:58:23.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 04 Oct 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Croydon Office.

A: Property Register

This register describes the land and estate comprised in the title.

CAMDEN

- 1 (01.06.1959) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 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.

NOTE: As to the parts tinted blue on the title plan, only the vaults are included in the title.

- 2 (26.10.2011) The land has the benefit of the rights reserved by a Lease of 26 Bedford Way dated 18 October 2011 made between (1) University of London and (2) University College London for a term of 99 years from 18 October 2011.

NOTE: Copy filed under NGL921797.

- 3 (20.07.2023) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (01.06.1959) PROPRIETOR: THE UNIVERSITY OF LONDON of Senate House, Malet Street, London WC1E 7HU.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

Title number LN179751

C: Charges Register continued

The leases grant and reserve easements as therein mentioned.

- 2 (22.10.2013) The land is subject to the rights granted by a Deed dated 23 May 2013 made between (1) University Of London and (2) University College London.

NOTE: Copy filed.

- 3 (30.10.2019) The parts of the land affected thereby are subject to the rights granted by a lease of Birkbeck College, Main Building (Ground to Seventh Floor) dated 2 October 2019 made between (1) University of London and (2) Birkbeck College, University of London for 999 years from 2 October 2019.

NOTE: Copy filed under BB1537.

- 4 (13.08.2021) The land in this title and other land is subject to any rights that are granted by a lease of Student Central, Malet Street dated 23 July 2021 made between (1) University Of London and (2) Birkbeck College, University Of London and affect the registered land.

NOTE: Copy filed under BB13733.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	26.10.1965 Tinted pink	66 to 72 (even numbers) Gower Street	22.12.1947 80 years (less the last seven days) from 29.9.1947	LN61924
2	19.06.1997 Edged and numbered 2 and 3 in blue	62 to 64 Gower Street and The Vanbrugh Theatre	09.06.1997 999 years from 27.9.1996	NGL750658
3	15.06.2007	Basement Transformer Chamber, College Hall, Malet Street	08.06.2007 99 years from 8.6.2007	NGL883131

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 04 October 2024 shows the state of this title plan on 29 November 2023 at 10:58:23. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

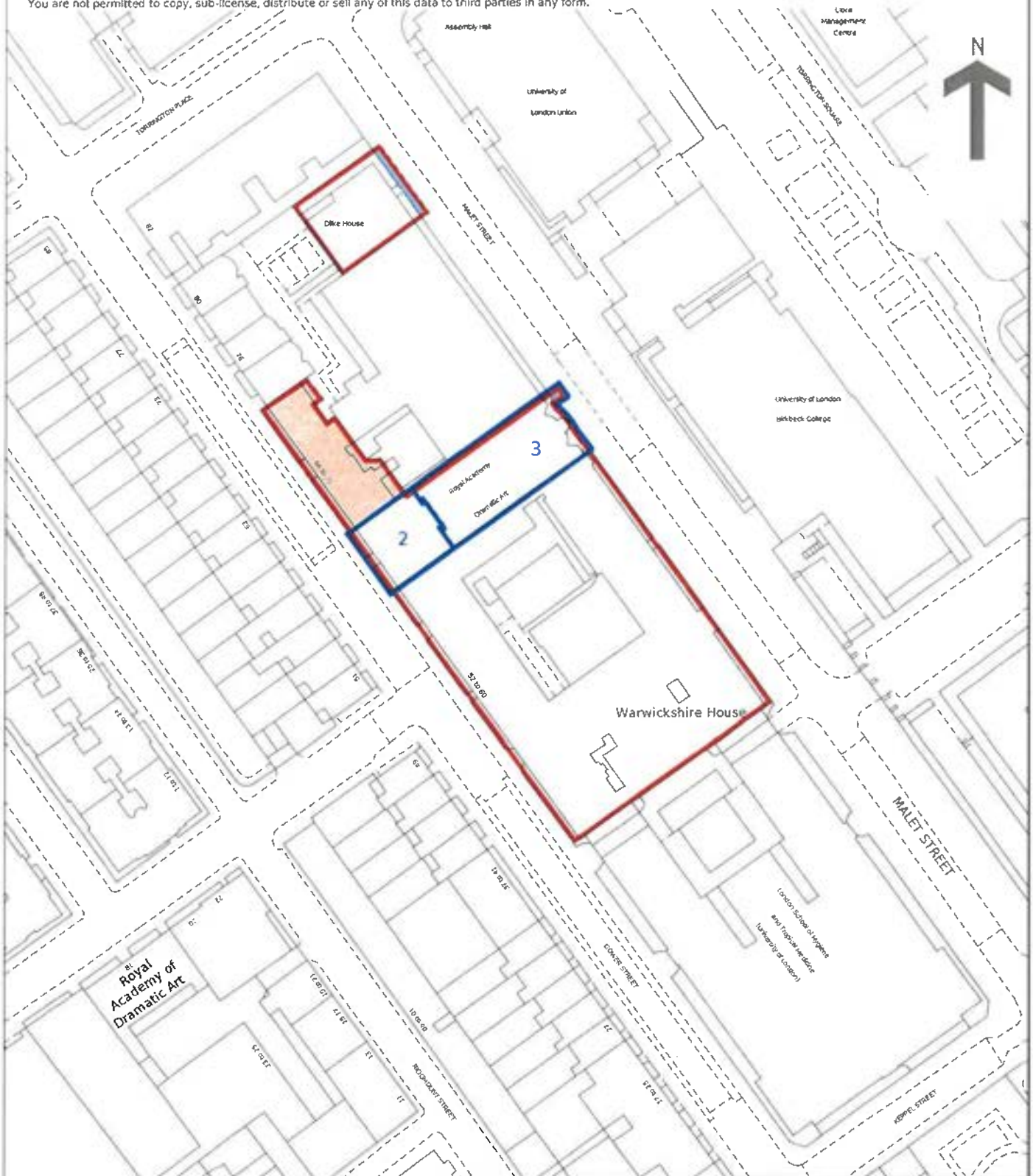
This title is dealt with by the HM Land Registry, Croydon Office .

HM Land Registry Official copy of title plan

Title number **LN179751**
Ordnance Survey map reference **TQ2981NE**
Scale **1:1250**
Administrative area **Camden**



© Crown copyright and database rights 2024 Ordnance Survey AC0000851063.
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



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

ENCLOSURE C2

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

ENCLOSURE C3

ORDINANCE 24

CODE OF PRACTICE ON MEETINGS OR OTHER ACTIVITIES ON UNIVERSITY PREMISES

DEFINITIONS

'Central Academic Body' means an educational, academic or research institution established in accordance with Statute 17.1.

'Central Activities' means those activities, operations and services which the University carries out and provides centrally for the benefit of the Member Institutions and of students registered with the University itself.

'University premises' means the Senate House, Stewart House, Student Central, Halls of Residence, ULIP and any premises occupied by a Central Academic Body or Central Activity, including sporting activities undertaken by students on University premises. Premises occupied by Member Institutions or other third parties are excluded. If any doubt arises about the meaning of 'University premises' as those to which this Ordinance applies, the Vice-Chancellor shall resolve the matter and the Vice-Chancellor's decision shall be final.

INTRODUCTION

- 1.1 In pursuance of the duties of the Board of Trustees as laid down in Section 43 of the Education (No. 2) Act 1986 (see Annex 2 of this Code) and to meet the responsibilities imposed by the Counter-Terrorism and Security Act 2015 (the "Prevent Duty") and with a view to taking steps which are reasonably practicable to ensure that freedom of speech within the law is secured for members, students and employees of the University and for visiting speakers, the Board of Trustees of the University has made the Procedures at Annex 1.
- 1.2 This Ordinance and the Procedures appended apply to all members, students and employees of the University, and to visiting speakers, and to all premises defined above.

PRINCIPLES

- 2 The University shall not, so far as is reasonably practicable, deny access to any University premises to any individual or body on grounds connected with the beliefs, views, policies or objectives of that individual or body, unless the University reasonably concludes, acting through the appointed officer (see procedure at Annex 1) that it has obligations which make it prudent and in the public interest to deny access.
- 3 These will include obligations to secure participants' safety, to avoid public disorder and breaches of the peace, and to avoid transgressions against lawful freedom of speech.
- 4 The University will have regard to its responsibilities in relation to gender segregation, as outlined in the guidance produced in 2014 by the Equality and Human Rights Commission.

<http://www.equalityhumanrights.com/publication/gender-segregation-events-and-meetings-guidance-universities-and-students-unions>

PROCEDURES

- 5 There will be procedures, approved by the Board of Trustees, to be followed by all members, students and employees of the University, and by visiting speakers, in respect of:
 - 5.1 meetings or any other activities which are to be held on University premises where there is a real likelihood that the speaker may not be able to enter or leave the building safely and/or deliver a speech; or where there is risk of the University being unable to carry out its legal obligations, including those described in paragraph 3;
 - 5.2 the conduct required of all persons in connection with any such defined meetings or activities;and
 - 5.3 any other related or ancillary matters which the Board of Trustees declares to fall within this Ordinance.
- 6 Infringements of, or departures from, these procedures in whatever respect will render those responsible subject to disciplinary proceedings and may constitute misconduct.
- 7 Additionally, if any such actions involve breaches of the law, University authorities will be ready to assist the prosecuting authorities to implement the processes of law and, if charges are preferred, will stay disciplinary proceedings pending the outcome of any such proceedings.

15 February 2019

ORDINANCE 24 ANNEX 1

PROCEDURES ON MEETINGS OR OTHER ACTIVITIES ON UNIVERSITY PREMISES

MEETINGS OR OTHER ACTIVITIES TO WHICH THIS PROCEDURE APPLIES

1. This procedure shall apply only to meetings falling within the meaning of Ordinance 24, i.e. any meeting or other activity where there is a real likelihood that the speaker may not be able to enter or leave the building safely and/or deliver a speech or where there is risk to the University of being unable to carry out its legal obligations, including those described in Ordinance 24 paragraph 3;
2. Any person who believes that a meeting might fall within the terms of this Ordinance must inform the appointed officer immediately. The appointed officer shall contact the principal organiser and seek further information as set out in paragraph 9 below.

APPOINTED OFFICER

3. The Board of Trustees, in laying down the following, authorises the Vice-Chancellor to appoint an officer or officers who shall act on its behalf to ensure as far as is reasonably practicable that all members of the University, students and employees of the University and visiting speakers, comply with the provisions of this Procedure.
4. If the meeting or other activity is to be held at the University of London Institute in Paris, the Chief Executive Officer of ULIP, or in his/her absence a delegated individual, shall be the appointed officer.
5. For all other premises the Pro Vice-Chancellor (Strategy, Planning and Partnerships) and Director of Property and Facilities Management shall be the appointed officer. In the case of the School of Advanced Study, s/he may delegate the role of appointed officer to the relevant Institute Director where appropriate. In the case of the premises occupied by Student Central (including the sporting activities), s/he may delegate the role of appointed officer to the Acting General Manager of Student Central.
6. The Pro Vice-Chancellor (Strategy, Planning and Partnerships) and Director of Property and Facilities Management shall, as appropriate, inform the Vice-Chancellor.

BOOKING MEETINGS OR OTHER ACTIVITIES ON UNIVERSITY PREMISES

7. Bookings must be made as far in advance as possible, and *at least* 10 clear working days before a meeting or activity is to be held. Accommodation bookings, hiring to outside persons or organisations and the attendance of members of the public at University meetings may be confirmed only by the appointed officer or an officer authorised to act on the appointed officer's behalf. The name, address, organisation if relevant, and telephone number of an individual who is the principal organiser must be provided.

PROCEDURES

8. If the organisers of a meeting or activity have grounds for believing that the meeting or activity falls within the terms of paragraph 1, the principal organiser shall immediately ensure that notice of the proposal is given to the appointed officer containing:
 - 8.1 Date, time and exact place of meeting or activity.
 - 8.2 Name of speaker(s) or alternative speaker(s).

- 8.3 Precise timing of expected arrival and departure of speaker(s).
 - 8.4 Information on the subject of the meeting or activity, which may include drafts, in English, of any speeches to be delivered.
 - 8.5 Draft copy in English of any proposed notice, leaflet or other material announcing or advertising the meeting. The University reserves the right to require change to or withdrawal of publicity material if in the opinion of the appointed officer it appears to breach the terms of Ordinance 24.
 - 8.6 Name, address and telephone number of a member of the University or other person responsible organising the meeting or activity.
 - 8.7 Whether the audience may include persons who are not members of the University; whether it is intended that the meeting or activity be open to the public or is by named invitation only.
 - 8.8 Details of any circumstances which give rise to concern about possible disturbance which could be caused at the meeting or activity or which might give rise to difficulty in a speaker entering or leaving the premises or being able properly to deliver his or her speech.
 - 8.9 Name and appointment or designation of the chair or alternative chair of the meeting.
 - 8.10 Any further information reasonably required by the appointed officer in order for the latter to reach a decision.
9. Within three working days of receiving such notice or further information, the appointed officer shall issue a statement to the principal organiser which shall either grant or withhold permission for the use of University premises as proposed for the conduct of the event.
 10. Permission so granted may be granted subject to such conditions as the appointed officer considers reasonably necessary to secure fulfillment of the University's legal responsibilities.
 11. Late substitution of speakers, topics or text of speeches or publicity material may be refused by the appointed officer if s/he has reason to believe that the substitution may fall within the terms of paragraph 1.
 12. The principal organiser and every other person concerned with the organisation of an event for which permission has been granted shall be required to comply with any and every condition laid down by the appointed officer under the provisions of this Procedure. Such conditions may require:
 - 12.1 That the public shall be neither invited nor admitted.
 - 12.2 That a meeting or activity shall be declared to be open to the public.
 - 12.3 That any advertisement or notice be amended or withdrawn.
 - 12.4 That if guests are to be allowed to attend, only those whose identity is known to the organisers shall be admitted.
 - 12.5 That admission be restricted and controlled by ticket, identity card or both.

- 12.6. That checking of admission be extended to the entrance to the building in addition to or instead of the door of a meeting room itself.
- 12.7. That the names and addresses of stewards (including a chief steward) be supplied in advance by the organisers for approval.
- 12.8. That a specified number of stewards shall be provided by the organisers, that they be required to be present throughout the meeting or activity and also while the audience is assembling or dispersing, and that they are briefed by the organisers about their duties and responsibilities including local fire and emergency procedures.
- 12.9. That additional staff or security be provided for the event at a charge to be determined by the appointed officer and paid for by the organiser. In addition, the cost of providing special cleaning, repair or other services shall be met by the organisers.
- 12.10. That certain members of the University shall be present in order to assist in the maintenance of good order.
- 12.11. That any speaker shall enter and leave by specified routes and shall be escorted under specified arrangements to be made by the organisers.
- 12.12. That no food or drink, alcoholic or otherwise, banners, flags, placards or similar items or any items or animals which could be used in a manner likely to lead to injury or damage or cause a breach of the peace shall be brought into the building, taken into a meeting or activity, or used anywhere on the premises.
- 12.13. That press, television, social media or broadcasting personnel be excluded, or otherwise restricted.
- 12.14. That the chair(s) be made aware of a personal duty to ensure that no speaker or other person present at a meeting should infringe the law, and that if in the opinion of the chair such conduct continues after a warning, the chair has a duty to close the meeting.
- 12.15. That the chair(s) be instructed in advance about the chair(s)'s duty to decide whether a meeting should be terminated, and about procedures for requesting police to be summoned in case of breach of the peace or a criminal act, or threat of either occurrence.
- 12.16. That the organiser comply with any other instructions as may be given about the conduct of a meeting or activity or conditions under which it may be held.
13. The University may require a public address or relay system to be provided to an additional hall at the organiser's expense if there is reasonable cause to consider either of these necessary to enable a meeting or activity to take place within adequate hearing for the speaker.
14. Organisers have a duty to see that nothing in the preparations for or conduct of a meeting or activity infringes the law, e.g. by conduct likely to cause a breach of the peace or incitement to hate speech or to other illegal acts, or breach of the Prevent Duty.
15. The chair of the meeting has a duty so far as possible to secure that both the audience and the speaker act in accordance with the law during the meeting (and in particular the provisions of Section 43 of the Education (No. 2) Act 1986). In cases of unlawful conduct, the chair is required to give appropriate warnings and, in cases of continuing

unlawfulness, to require the withdrawal or removal of persons concerned by the stewards or security staff.

16. No article or objects may be taken inside the building where the meeting is taking place, or taken or used elsewhere on University premises, in circumstances likely to lead to injury or damage.
17. Premises used for meetings or activities must be left in clean and tidy condition in default of which the organisers may be charged for any additional cleaning and repairs that are subsequently required. Payment in advance or evidence of ability to pay towards these costs may be required.
18. The sub-letting of rooms or facilities. Infringement will nullify any contract which may have existed, and the University will not be liable for any contingent loss or expense incurred by the organisers or their agents.
19. The Vice-Chancellor may require any conditions to be satisfied in addition to any required by the appointed officer, and in addition to the conditions set out above the appointed officer and the Vice-Chancellor have discretion to lay down further conditions, if appropriate, after consultation with the police. Thus they may, for example, require the designated meeting or activity to be declared public (which would permit a police presence); they may arrange for University staff to be responsible for all security arrangements connected with the meeting or activity and appoint a member of staff as 'controlling officer' for the occasion. If not satisfied that adequate arrangements can be made to maintain good order they may refuse or withdraw permission for the meeting or activity. Such a step would normally only be taken on the advice of the police.
20. Appeals against rulings or decisions of the appointed officer may be made to the Vice-Chancellor whose decision shall be final.
21. Nothing in this Procedure shall prevent the Vice-Chancellor or the appointed officer or any other officer from taking such steps as may be necessary at any time to ensure the safety of members of the University (including employees) or other persons, or to safeguard the property or assets of the University.
22. In meeting its responsibilities under the Prevent Guidance, the University may share information on breaches of the Prevent Duty within the University or with external agencies.

06 April 2020

ORDINANCE 24 ANNEX 2

EXTRACT FROM THE EDUCATION (NO. 2) ACT 1986

PART IV

MISCELLANEOUS

Freedom of
speech in
Universities,
polytechnics
and Colleges

43. (1) Every individual and body of persons concerned in the government of any establishment to which this section applies shall take such steps as are reasonably practicable to ensure that freedom of speech within the law is secured for members, students, employees of the establishment and for visiting speakers.

(2) The duty imposed by subsection (1) above includes (in particular) the duty to ensure, so far as is reasonably practicable, that the use of any premises of the establishment is not denied to any individual or body of persons on any ground connected with-

(a) the beliefs or views of that individual or of any member of that body; or

(b) the policy or objectives of that body.

(3) The governing body of every such establishment shall, with a view to facilitating the discharge of the duty imposed by subsection (1) above in relation to that establishment, issue and keep up to date a code of practice setting out-

(a) the procedures to be followed by members, students and employees of the establishment in connection with the organisation-

(i) of meetings which are to be held on premises of the establishment and which fall within any class of meeting specified in the code; and

(ii) of other activities which are to take place on those premises and which fall within any class of activity so specified; and

(b) the conduct required of such persons in connection with any such meeting or activity;

and dealing with such matters as the governing body consider appropriate.

(4) Every individual and body of persons concerned in the government of any such establishment shall take such steps as are reasonably practicable (including where appropriate the initiation of disciplinary measures) to secure that the requirements of the code of practice for that establishment, issued under subsection (3) above, are complied with.

(5) The establishments to which this section applies are-

(a) any university;

(b) any establishment which is maintained by a local education authority and for which section 1 of the 1968 (No. 2) Act (government and conduct of colleges of education and other institutions providing further education) requires there to be an instrument of government; and

(c) any establishment of further education designated by or under regulations made

under section 27 of the 1980 Act as an establishment substantially dependent for its maintenance on assistance from local education authorities or on grants under section 100(1)(b) of the 1944 Act.

(6) In this section-

'governing body', in relation to any university, means the executive governing body which has responsibility for the management and administration of its revenue and property and the conduct of its affairs. (That is to say the body commonly called the council of the university);

'university' includes a university college and any college, or institution in the nature of a college, in a university.

(7) Where any establishment-

(a) falls within subsection (5)(b) above; or

(b) falls within subsection (5)(c) above by virtue of being substantially dependent for its maintenance on assistance from local authorities;

the local education authority or authorities maintaining or (as the case may be) assisting the establishment shall, for the purposes of this section, be taken to be concerned in its government.

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

ENCLOSURE C3X



UNIVERSITY
OF LONDON

Freedom of Speech & Academic Freedom Code of Practice

(Policy & Procedures)

Reference	UP03
Department	<i>Governance, Policy and Compliance</i>
Team	<i>Central Secretariat</i>
Type	<i>University/ Code of Practice</i>
Authority	<i>VCEG / Academic Board / Board of Trustees</i>
Version	<i>V03.4</i>
Date of approval	<i>15/10/2024</i>
Formal Review cycle	<i>Every three years or sooner if required.</i>
Review date	<i>31/07/2027 or as required</i>

Freedom of Speech

University of London Summary Statement on Free Speech and Academic Freedom

The University of London is committed to Free Speech and Academic Freedom as concepts that should be protected as it is the role of universities to nurture debate and to create and disseminate knowledge responsibly and for public benefit.

Free speech is defined as the freedom to impart ideas, opinions, information by means of speech, writing or images within the law. It is a broad concept that includes freedom of expression, the freedom to protest and academic freedom. We acknowledge that the laws of the state impose constraints on speakers and topics and therefore that we and those exercising their rights to free speech and expression must do so within those laws.

This Code of Practice:

1. Sets out the University of London's **values** relating to freedom of speech and explains how those values uphold freedom of speech.
2. Details the University of London's **procedures** that should be followed by our staff, students, members and visiting speakers in connection with the organisation of:
 - **meetings** which are to be held on the University's premises, and which fall within any class of meeting specified in the code, and
 - other **activities** which are to take place on the University's premises, and which fall within any class of activity so specified.
3. It also details:
 - the **conduct** expected of staff, students, members and visiting speakers in connection with any such meeting or activity, and
 - the **criteria** to be used by the University of London in making **decisions** about whether to allow the **use of premises** and on what terms (which must include its criteria for determining whether there are exceptional circumstances that would require an individual or body to bear some or all of the costs of security relating to their use of the premises).

A. FREEDOM OF SPEECH AND ACADEMIC FREEDOM POLICY

- 1. What are the University of London's values in relation to free speech within the law?**
- 2. How do our values uphold free speech?**
- 3. What is Freedom of Speech and Academic Freedom within the law?**
- 4. What steps will the University take to ensure Freedom of Speech and Academic Freedom?**
 - 4.1 Policies, Processes and Procedures
 - 4.2 Governance
 - 4.3 Education
 - 4.4 Research, Knowledge Exchange and Public Engagement
- 5. Who is responsible for Free Speech and Academic Freedom at the University of London?**
 - 5.1 The Board of Trustees
 - 5.2 Academic Board
 - 5.3 Vice-Chancellor's Executive Group
 - 5.4 Staff with specific responsibilities

B. FREEDOM OF SPEECH AND ACADEMIC FREEDOM PROCEDURES

- 6. How do I make a complaint?**
 - 6.1 Complaints to the University relating to Free Speech or Academic Freedom
 - 6.2 Escalation to the Office for Students
- 7. Meetings and events procedures**
 - 7.1 Principles to be applied
 - 7.2 Free speech within the law
 - 7.3 Definitions
 - 7.4 Academic life
 - 7.5 Protests and controversial topics
 - 7.6 Logistics
 - 7.7 Identified points of contact
 - 7.8 The procedure

APPENDIX A: Meetings & Events Process

A. FREEDOM OF SPEECH AND ACADEMIC FREEDOM POLICY

1. What are the University of London's values in relation to free speech within the law?

- 1.1 The University of London is committed to Free Speech and Academic Freedom as concepts that should be protected as it is the role of universities to nurture debate and to create and disseminate knowledge responsibly and for public benefit.
- 1.2 Free speech is defined as the freedom to impart ideas, opinions, and information by means of speech, writing or images within the law. It is a broad concept that includes freedom of expression, the freedom to protest, and academic freedom. We acknowledge that the laws of the state impose constraints on speakers and topics and therefore that we and those exercising their rights to free speech and expression must do so within those laws (see Section 3).
- 1.3 There will be times when aspects of this definition and associated rights and responsibilities will be in tension with one another. The role of the University is to manage these tensions with an overriding commitment to protect freedom of speech and expression within the law. In a time of contestation, universities have a unique role to foster debate and the free exchange of ideas – facilitating how such conversations happen is a more urgent question than ever.
- 1.4 We believe that those exercising rights are also exercising responsibilities beyond that of simply not breaking the law and that in some circumstances (*e.g. professional modes of conduct*) additional expectations regarding both the protection of free speech in an academic context and responsible free speech are appropriate, valuable and an aide not a hindrance to the freedom to debate and engage and to the creation and dissemination of knowledge.
- 1.5 Our definitions and our values are grounded in UK legislation and Article 10 (Freedom of Expression) of the European Convention on Human Rights, as well as our own core values of enabling social good, the power of collaboration and reaching new horizons through learning which in turn underpin our educational mission as a university.

2. How do our values uphold free speech?

- 2.1 We believe an active speaker programme is fundamental to the academic and other activities of the University and our Federation Members, and we encourage staff and students to invite a wide range of speakers and to engage critically but respectfully with debate at events.
- 2.2 Contentious discussion and robust debate within the law is encouraged and universities should be the space for this to occur. The lawful expression of controversial or unpopular views even if they cause offense does not constitute reasonable grounds for withholding permission for an event and as such, the University will take all reasonably practicable steps to ensure that events can be facilitated.
- 2.3 We recognise that the lawful expression of some ideas may cause offense to members of our community and some speakers, events or topics may prompt protest or complaint. Freedom of expression means freedom to support an idea and to protest against it. With freedom comes responsibility. It is the responsibility of protesters and supporters to act lawfully and peacefully. It is the responsibility of the University to protect free speech and to enable lawful and peaceful protest.
- 2.4 We also believe that it is fundamental to the work of a university that its academic staff have the right and responsibility to contribute to debate and advance knowledge in their disciplines and relevant related areas; and that they have a concomitant right not to experience harassment or abuse because they do so. We believe that these rights and responsibilities should extend, so far as is allowed or is feasible within their own national contexts, to our student body as well.

3. What is Freedom of Speech and Academic Freedom within the law?

- 3.1 The University is mindful of the applicable restrictions in UK law and those of the jurisdictions with which it engages and will take all reasonably practicable steps to ensure freedom of speech within the law. The University is also aware that in the UK if a speaker breaks the law, it is the speaker who is culpable, and the University will not hesitate to take appropriate disciplinary or legal action including the reporting of a crime when the law is broken.
- 3.2 In the UK context, there are restrictions on free speech that are embedded in legislation, and which may criminalise speech or limit freedom of expression. These include, but may not be limited to:
- The Equality Act (2010), which prohibits discrimination and harassment on the basis of protected characteristics (including philosophical beliefs).
 - The Public Order Act (1986), which restricts the stirring up of hatred on the grounds of race, religion, or sexual discrimination.
 - The Terrorism Act (2006) and Counter Terrorism and Security Act (2015), including the Prevent duty which prohibits support for proscribed organisations and discourages permissive environments for radicalisation.
 - The Malicious Communications Act (1998), which defines the offence of sending a message which is indecent or grossly offensive and has the purpose of causing distress or anxiety to the recipient.
 - The Protection from Harassment Act (1997), which further defines harassment in the context of knowingly harassing someone such that they are persuaded not to do something they are entitled to or to do something they are not obligated to do.
 - The Sexual Offences (Amendment) Act (1992), which protects the anonymity of victims.
 - The Defamation Act (2013), which defines the nature and defence of statements that cause or may cause serious harm to a legal entity.
- 3.3 Academic freedom in relation to academic staff at the University, means their freedom within the law (see 3.1-3.2 above) to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs or privileges at the University.
- 3.4 The University also believes that the exercise of academic freedom within the law should not reduce the likelihood of their securing promotion or different jobs at the University.
- 3.5 Additionally, where a person applies to become a member of academic staff of the University, the person should not be adversely affected in relation to the application because they have exercised their freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions.
- 3.6 The University is committed to providing a very high level of protection for free speech and expression within the law in an academic context. The steps the University will take to provide this level of protection are detailed in Section 4.
- 3.7 The University recognises that study and research by students and staff may also include academic speech and that professional staff may speak in academic contexts relevant to their professions and academic disciplines and so where possible students and professional staff should be subject to equivalent protections and responsibilities (see 4.1, 4.4 below) to the extent that the University may provide them.

4. What steps will the University take to ensure Freedom of Speech and Academic Freedom?

4.1 Policies, Processes and Procedures

The University will ensure that its policies, processes and procedures where relevant reflect its duty to ensure, so far as is reasonably practicable, freedom of speech and academic freedom within the law, and provide a very high level of protection for the lawful expression of viewpoints and for speech in an academic context.

4.2 Governance

The University will take reasonably practicable steps to ensure that:

- a) when new policies, processes and procedures are introduced, consideration is given to their potential impact on freedom of speech and academic freedom,
- b) we have processes in place to identify and manage any risks to freedom of speech or academic freedom arising from the terms of certain overseas funding, including funding from endowments, gifts, donations, research grants and contracts, and educational or commercial partnerships,
- c) we monitor any concerns that have been raised about freedom of speech and academic freedom to ensure that they are addressed so far as is reasonably practicable and to address any lessons learned and draw the attention of complainants to its processes for investigating complaints.

4.3 Education

- a. The University recognises that education as a right includes a level of academic freedom and the responsibilities that come with it for our students and our staff. The University believes in an educational culture that supports those freedoms where we are able, while recognising that we are sometimes subject to the national contexts and laws of other nations and their jurisdictions.
- b. The University will therefore ensure that decisions about the curriculum and the way it is delivered take reasonably practicable steps to safeguard:
 - the ability of academics to teach and communicate ideas that may be controversial or unpopular but lawful, and
 - opportunities for students to be exposed to such ideas.
- c. Our approach to safeguarding includes the adoption of a rebuttable presumption to the effect that students being exposed to any of the following is unlikely to amount to harassment:
 - the content of higher education course materials, including but not limited to books, videos, sound recordings, and pictures, and
 - statements made and views expressed by a person as part of teaching, research or discussions about any subject matter which is connected with the content of a higher education course.
- d. The University also undertakes not to treat a student un- or less favourably than another:
 - in the way it provides education,
 - in the way it provides access to benefits, facilities, services or by not affording access to those,
 - by not providing education,
 - by excluding the student,
 - by subjecting the student to any other detriment on the grounds of that student's opinions or ideas.
- e. The University may however take action where the expression or manner of expression of a staff

member's or student's opinions or ideas constitutes a breach of the law or represents a significant breach of any appropriate code of conduct (having had particular regard to the protections for freedom of speech and academic freedom outlined in this Code of Conduct).

4.4 Research, knowledge exchange and public engagement

- a. The University believes that staff and students should be free to undertake academic research, knowledge exchange activities and public engagement without their freedom to speak or their academic freedom within the law being compromised.
- b. The University will therefore ensure that it takes reasonably practicable steps to safeguard:
 - the ability of academics to undertake research, scholarship, knowledge exchange and public engagement in all their commonly understood forms, to publish freely new knowledge derived from these activities, and to communicate and exchange knowledge and ideas that may be controversial or unpopular but lawful, and
 - opportunities for staff, students and the general public to be exposed to such ideas.
- c. The University believes in a research, knowledge exchange and public engagement culture that supports this freedom where we are able while recognising that we are sometimes subject to the national contexts and laws of other nations and their jurisdictions.
- d. However, we also believe that this freedom should not be restricted or compromised in any way because of a perceived or actual tension between a) any conclusions the research may or has reached or the viewpoint it supports, and b) the organisation's policies and values. Nor should it be restricted or compromised in any way because of any external pressure connected with a).

5. Who is responsible for Free Speech and Academic Freedom at the University of London?

5.1 Board of Trustees - the Board has ultimate responsibility/accountability, which it discharges by:

- approving this Code of Practice,
- receiving assurances that the University's approach is consistent with its values and legislative and regulatory requirements, and
- requiring action where the University is at risk of failing in its duties to secure freedom of speech and academic freedom.

5.2 Academic Board - has delegated responsibility from the Board of Trustees for oversight of all academic matters and specifically for:

- those areas of the University's Code of Practice specifically relating to academic freedom, education and research and more generally the academic life of the University,
- receiving assurances relevant to its responsibilities that the University's approach is consistent with its values and legislative and regulatory requirements, and
- determining or recommending action where the University is at risk of failing in its duties to secure freedom of speech and academic freedom.

5.3 Vice-Chancellor's Executive Group - has responsibility for:

- ensuring sufficient resources are in place to meet this policy's commitments but also to ensure that those resources are performing optimally in support of this policy, and the University's values and strategic intentions, and
- taking direct action to address issues that may lead to regulatory sanctions, or significant risk in relation to the meeting of our commitments to free speech and academic freedom.

5.4 Staff with specific responsibilities. Some staff have specific responsibilities for or as part of the operation of this Code of Practice. These responsibilities include:

- operating in line with this policy including relevant principles and commitments,
- reading all relevant documentation, including relevant pronouncements and initiatives from government and sector-wide bodies, and understanding and acting on their requirements or recommended good practice,
- attending training and development in areas appropriate to their role,
- keeping appropriate records of decisions made and the rationale for them, and
- reviewing and keeping up to date any policies, processes or procedures for which they are responsible.

B. FREEDOM OF SPEECH AND ACADEMIC FREEDOM PROCEDURES

6. How do I make a complaint?

6.1 Complaints to the University relating to Free Speech or Academic Freedom

- **Students:** If you cannot resolve your concern informally, please refer to our Student [Complaints policy and procedure](#) and/or email: A&C@london.ac.uk
- **Staff:** If you cannot resolve your concern informally with your line manager then please refer to the University's [grievance process](#).
- **Applicants for academic posts:** If you have a free speech concern in relation to our appointment process please email: recruitment@london.ac.uk
- **Applicants for academic promotion:** If you have a free speech concern in relation to our academic promotion process you may appeal by contacting: hrpartnering@london.ac.uk.
- **Visitors/ Speakers:** If you cannot resolve your concern informally then please refer to our [visitor regulations](#) and/or email: uolevents@london.ac.uk

6.2 Escalation to the Office for Students*

- Our understanding is that the OfS will be given the power to consider complaints at their discretion, rather than obliged to consider every complaint.
- The OfS scheme will be open to staff and visiting speakers, but not to students. Students will continue to have access to the Office of the Independent Adjudicator (OIA) complaints scheme for their unresolved complaints.

**Pending legislative change and the publication of details of the OfS scheme.*

7. Meetings and events procedures

7.1 Principles to be applied

As consistent with our values regarding free speech the starting point for any event is that it should go ahead, and that cancellation is exceptional and undesirable. The University has a particular duty with regard to its members, students, employees and visiting speakers and a key part of our free speech duty is ensuring that the use of our premises is not denied:

- to any individual or body on the grounds of their ideas or opinions,
or
- to anybody on the grounds of its policy or objectives or the ideas or opinions of any of its members,
and...
- that the terms under which such premises are provided are not to any extent based on such grounds.

7.2 Free speech within the law

In the context of having particular regard to taking reasonably practicable steps to secure Freedom of Speech, the University will, in considering whether or not to allow any event to take place on its premises or elsewhere under its authority, endeavour to make a swift and fair assessment as to whether the views or ideas to be put forward (or the manner of their expression):

- infringe the legally recognised rights of others (e.g., libel, privacy),
- clearly constitute harassment or discrimination as defined in law,
- constitute a criminal offence,
- constitute a threat to public order or to the health and safety of individuals,
- incite others to commit a criminal act, or
- are supportive of a proscribed terror group or organisation.

7.3 Definitions

- **Staff:** An employee of the University or other person working under a contract of employment, including, without limitation, a fixed-term contract, a zero-hours contract, an hourly-paid contract or other type of casual or atypical contract of employment.
- **Student:** A person undertaking, or with a binding offer to undertake, a course of study or a programme of research (i) at the University or (ii) that leads to an award granted by the University, and in either case this may include a trainee or apprentice.
- **Visiting Speaker:** A person invited to speak at the University. It does not include a person who wanted or requested an invitation to speak but was not invited. It may include a person whose invitation has not been approved through an internal approval procedure.
- **Members:** In addition to the staff and students of the University, Members includes the Chancellor, the members of the Board of Trustees, all staff employed by the Member Institutions, and all students, graduates, Emeritus Professors and Readers of the Member Institutions.

7.4 Academic Life

It is the case that there is a substantive difference between events run by or for the University as part of its academic life as a core part of our charitable purposes and the purely commercial activity of renting our space for income to support that purpose. We take the view that we are duty bound to provide a higher level of protection for events taking place as part of the academic life of the University than for those taking place as part of the commercial life of the University.

7.5 Protests and controversial topics

In making decisions regarding meetings and events and having established the lawfulness of the speech the following issues and criteria will require consideration:

- It may be a reasonably practicable step **not** to cancel an event on the basis of the legal expression of any viewpoint by any speaker in response to objections/protests however widespread.
- Peaceful protest is a legitimate exercise of free speech rights and is sometimes by necessity disruptive in nature, however the exercising of those rights should not shut down debate or impede the free speech rights of others.
- It is appropriate for the University to take mitigating steps to allow an event to go ahead, which may include (depending on the circumstances) for example: the regulation of which premises may be used for a particular event, and/or at what time they may be used on grounds related to the policy or objectives of the body; requiring a neutral Chair or additional speakers to ensure balanced debate or that a member of staff is in attendance.
- It is not appropriate for protests through scale, frequency or nature to disrupt the rights and freedoms of others to education, for those protests to generate disproportionate costs relating to security nor to put others at risk.
- Where permission is not sought, and the protests still take place on University premises (land and/or buildings) then the University may take appropriate civil or legal action to enforce appropriate mitigating steps, and/or engage with appropriate authorities when a breach of the law takes place.

7.6 Logistics

The University recognises that in some instances there may be logistical or health and safety issues that need to be addressed to allow an event to go ahead. In order to manage an effective and efficient process that enables free speech within the law we nevertheless expect:

- Event bookings to be made within reasonable timescales especially for logistically complex events.
- Formal commitments to speakers or attendees not to be made until such time as the event is formally approved and in the case of external bookings contracts signed and required payments made.
- Organisers to help enable free speech within the law by engaging in a timely manner and with a constructive approach to problem solving and to support the implementation of any requirements we perceive as necessary to allow the event to go ahead.

7.7 Identified points of contact

Key points of contact in relation to meetings and events procedures include:

- For questions about our events booking processes the key contact is the: **Head of Events and Hospitality** or equivalent.
- If potential issues are identified which may require a decision as to whether and how an event may proceed in the context of this Code of Practice: **Executive Director: Estates & Property Services** or equivalent with advice from the **Director of Governance, Policy and Compliance** or equivalent.
- A decision may be escalated if risks are considered such that a determination is required by the **Vice-Chancellor** with advice as they see fit.

7.8 The Procedure (Summary)

Action	Responsibility
Event application and due diligence form completed	Organiser
Review of request logistics Review of request (security/reputation)	Events & Hospitality Strategic Comms & Marketing/Security
Further information requested if necessary	Events & Hospitality/Organiser
Decision or referral for decision if issues identified	Events & Hospitality or Executive Director Estates and Property
Further information/negotiation if necessary	Events & Hospitality/Organiser
If referral then final decision	Executive Director Estates and Property Services or escalate (see 7.7)
Contracts signed/payment made etc.	Events & Hospitality/Organiser

APPENDIX A The Meetings & Events Process

APPENDIX A: Meetings & Events (including protests & demonstrations) process for consideration: In support of the Meetings and Events Procedures (Section 7 UoL Freedom of Speech & Academic Freedom Code of Practice) and the Visitor Regulations this process sets out in further detail the timing and criteria for consideration with the aim of ensuring that we meet our duties under the Higher Education Freedom of Speech Act 2023 to secure freedom of speech and academic freedom within the law.

Process

Action	Responsibility	Timing	Contact / Forms
Event application and due diligence form completed.	Organiser	External: At least 2 months before event	Contact the Venues team Venues University of London
Notification of intention to Protest or demonstration – please use request form	Organiser	For protests and demonstrations, the organiser should obtain, complete and submit a request to protest / demonstrate at least 72 hours in advance, unless it is not reasonably practicable to do so, in which case the organiser should give as much notice as possible, explaining in the request form any circumstances which have made it not reasonably practicable to give 72 hours notice. See also the University of London Visitor Regulations: Contact or visit the University of London University of London .	uolevents@london.ac.uk
	Organiser	Internal: At least 1 month before the event	internalevents@london.ac.uk
Review of request logistics	Events & Hospitality	Normally within three working days or as soon as is practical.	
Review of request (security/ reputation)	Strategic Comms & Marketing/ Security		
Review of request for protests and demonstrations	Executive Director: Estates & Property Services or equivalent with advice from the Director of Governance, Policy and	Normally within three working days or as soon as is practical.	

	Compliance or equivalent.		
Further information requested if necessary. For protests and demonstrations	Events & Hospitality Executive Director: Estates & Property Services or equivalent with advice from the Director of Governance, Policy and Compliance or equivalent.	Normally within three working days or as soon as is practical. Normally within three working days or as soon as is practical.	
Provision of further information	Organiser	NB the swift provision of any further information will help the university consider your request.	
Decision or referral for Decision if issues identified	Events & Hospitality or Executive Director Estates and Property For protests and demonstrations Executive Director: Estates & Property Services or equivalent with advice from the Director of Governance, Policy and Compliance or equivalent or refer to the Vice-Chancellor .	Normally within three working days Normally within three working days or as soon as is practical.	
Further information / negotiation if necessary	Events & Hospitality / Organiser For protests and demonstrations Executive Director: Estates & Property Services or equivalent with advice from the Director of Governance, Policy and Compliance or equivalent or refer to the Vice-Chancellor.		
If referral then final decision	Executive Director: Estates & Property Services or equivalent with advice from the Director of Governance, Policy and Compliance or equivalent or further refer to	External: Normally within fifteen working days For protests and demonstrations: we will	

	the Vice-Chancellor.	aim to make a final decision soon as is practical. Internal: Normally within ten working days	
Contracts signed/ Payment made etc. For protests and demonstrations - permission granted,	Events & Hospitality /Organiser For protests and demonstrations Executive Director: Estates & Property Services		

Criteria for consideration

The University is committed to Freedom of Speech and its legal duties as laid out in its Code of Practice. It is also cognisant of the [regulatory advice](#) provided by the Office for Students on Free Speech. The following criteria help ensure that we secure freedom of speech within the law for staff, members, students and visiting speakers; and that the use of our premises is not denied

- to any individual or body on the grounds of their ideas or opinions, or
- to anybody on the grounds of its policy or objectives or the ideas or opinions of any of its members, and
- that the terms under which such premises are provided are not to any extent based on such grounds.

When making decisions about whether to allow the use of premises for meetings and events (including protests and demonstrations) and on what terms, the relevant criteria to be considered are as follows: (1) Is the intended meeting or event lawful? (2) What are the risks of the meeting or event taking place, and how can those risks appropriately be mitigated in order to facilitate freedom of speech? (3) Are any restrictions the University intends to impose on the meeting or event justified, necessary and proportionate, given the importance of freedom of speech?

Criteria 1: Lawfulness - Is the intended 'speech' within the law (please also reference Section 3 of the Code of Practice): In the context of having particular regard to the importance of securing Freedom of Speech, the University will, in considering whether or not to allow any event to take place on its premises or elsewhere under its authority, endeavour to make a swift and fair assessment as to whether the views or ideas to be put forward (or the manner of their expression):

- infringe the legally recognised rights of others (e.g., libel, privacy),
- clearly constitute harassment or discrimination as defined in law,
- constitute a criminal offence,
- constitute a threat to public order or to the health and safety of individuals,
- incite others to commit a criminal act, or
- are supportive of a proscribed terror group or organisation.

Criteria 2: Risks & Mitigations - Can reasonably practicable steps be taken to help secure the freedom of speech.

- Based on the information available / provided is it likely that the meeting, event, protest or demonstration through scale, frequency or nature will:
 - i. disrupt the rights and freedoms of others (e.g. to education, or a safe working environment).
 - ii. generate disproportionate costs relating to security.
 - iii. to put others at risk (physical safety) or to seriously disrupt the essential functions and resources of the University in pursuit of its charitable objects.

- Based on the information available / provided is it likely that the protests would shut down debate or impede the free speech rights of others.
- What appropriate mitigating steps may be taken by the University and the Organisers to allow the event to go ahead, these may include but are not limited to (depending on the circumstances) for example: the regulation of which premises may be used for a particular event, and/or at what time they may be used. Security costs will be considered in the context of the University's charitable objects and fiduciary duties) and only in exceptional circumstances be passed on the organisers and only in exceptional* circumstances will they be passed on to organiser.

**Circumstances are "exceptional" when security costs exceed the normal provision of security cover plus an additional £2000 for specialist services or additional external cover or where a visiting speaker might reasonably be expected to provide their own additional security (e.g. because of political or state office) In these circumstances we will pass on the residue of security costs to the organisers.*

Criteria 3. Justification & Proportionality - Are any restrictions the University wishes to put in place in the context of Criteria 1 or 2 either 'prescribed by law' and proportionate under the European Convention on Human Rights?

The University will consider:

- whether the objective of a measure taken (e.g. a restriction or mitigation) is sufficiently important to justify the limitation of a protected right (free speech)
- whether the measure taken is rationally connected to the objective,
- whether a less intrusive measure could have been used without unacceptably compromising the achievement of the objective, and
- whether, balancing the severity of the measure's effects on the rights of the persons to whom it applies against the importance of the objective, to the extent that the measure will contribute to its achievement, the former outweighs the latter.^{[43](#)}

Request to Protest / Demonstrate on University of London property.

The organiser should obtain, complete and submit a request to protest / demonstrate at least 72 hours in advance, unless it is not reasonably practicable to do so, in which case the organiser should give as much notice as possible, explaining in the request form any circumstances which have made it not reasonably practicable to give 72 hours notice.

Please submit your request to uolevents@london.ac.uk

1. Please describe in as much detail as you are able the nature of the proposed activity:

2. If not already detailed in your description it would be helpful if you could also provide:

a) Contact details of the person or persons or organisation responsible (the principal organiser) organising the meeting or activity.
b) The date(s) , time(s) (including durations) , frequency (including overall duration) and exact place of meeting (s) or activities .
c) Whether or not any equipment (e.g. tables, awnings, megaphones, speakers etc.) will be used as part of the activity and if so, please detail what (size / type etc.) and how (with reference to 1. above)

d) The name of any planned speaker(s) or alternative speaker(s)
e) The expected timing of the arrival and departure of any speaker(s).
f) Information on the subject of the meeting or activity this may include drafts, in English, of any speeches to be delivered.
g) Copies in English of any proposed notice, leaflet or other material (electronic otherwise) announcing or advertising the meeting. The University reserves the right to require change to or withdrawal of publicity material if they are found to be in breach of any applicable law.
h) Whether the audience (s) is likely to include persons who are not members of the University (staff or students of the University or of Federation members).
i) Details of any circumstances which in your opinion could give rise to concern about possible disturbances or illegal/ unlawful activity which could take place or be caused by the meeting or activity

Decisions:

- Once this information is provided and assuming that no further information reasonably required by the University in order to reach a decision is provided we will within three working days or as soon as is practical issue a statement to the principal organiser which shall either grant permission, grant permission with conditions or withhold permission for the use of University premises as proposed for the conduct of the protest/ demonstration.
- We will make decisions based on the application of the criteria above and in the context of our duty to secure freedom of speech within the law.

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

ENCLOSURE C4

Visitor Regulations



Introduction to the Visitor Regulations

We are proud of the University of London's buildings, and are keen for visitors to appreciate their architecture, internal design and associated history. You will appreciate that such buildings can be faced with a broad range of threats. These regulations ensure that adequate protections and security measures are in place to safeguard the buildings and their users.

Which Buildings are Covered by these Visitor Regulations?

The University of London ("UoL") Visitor Regulations operate within Senate House,¹ Stewart House, Student Central, the Institute of Advanced Legal Studies (Charles Clore House) and The Warburg Institute ("UoL premises").

Who is Covered by these Visitor Regulations?

These Visitor Regulations provide for the safety, wellbeing and security of our staff, students, and visitors who are members of the public.

There is no public right of entry into or through UoL premises. We ask that you abide by these Visitor Regulations. If you do not comply with any part of these regulations, you may be asked to leave UoL premises (see regulation 5.1).

1. Admission

- 1.1. We aim to treat visitors with respect at all times, and to help them to access facilities and activities that they are entitled to use.
- 1.2. We regret that it may be necessary, for example in the interests of security or public safety, for us to alter UoL premises opening hours or close specific areas of UoL at any time, and without prior notice.
- 1.3. If it should be necessary to close all or part of any UoL building temporarily for any reason, we may direct you to leave by certain routes, or prevent you from leaving by certain routes.

2. Bag Searches and Other Searches

- 2.1. We regret that it may be necessary, for example in the interests of security or public safety, for us to conduct bag searches at any time, and without prior notice.
- 2.2. If asked, you must allow our security officers to search your bags when you enter UoL premises or when you enter a particular event or exhibition.
- 2.3. At our discretion, and subject to elevated security concerns, we may ask our security officers to carry out pat down searches as a condition of entry to UoL premises. The reason for such a search will be explained and such searches will be conducted by a security officer of an appropriate gender for the visitor who is to be searched.

3. The University as Licensed Premises

- 3.1. UoL has a premises licence for regulated activities under the Licensing Act 2003, pursuant to which we must:
 - a. refuse any person entry (or ask any person to leave), if our security officers believe that person to be intoxicated or behaving antisocially;
 - b. apply age restrictions and/or require proof of age identification for entry to some events or the supply of some services;

¹ In these Regulations, Senate House refers to the South Block of the building, and the North Block entrance to and areas covering the Institute of Historical Research.

- c. limit the number of people permitted into our premises at any time; and/or
 - d. refuse to serve alcohol or to supply other services to any person who is intoxicated or behaving antisocially.
- 3.2. At the end of evening events, you are asked to leave the premises quietly and with due consideration for our residential neighbours.
- 4. Visitor Conduct**
 - 4.1. All visitors are expected to conduct themselves in a professional and respectful manner to match the theme and tone of the institution/event they are visiting.
 - 4.2. UoL does not abide or tolerate any form of harassment, victimisation or discrimination in any form, including where it is verbal, physical, or on the basis of age, disability, ethnicity, gender reassignment, marital status, pregnancy or maternity, religion or belief, sex, or sexual orientation.
 - 4.3. You are asked to be mindful of signs requesting silence outside of rooms where indicated, and to turn your phone to silent during speaker events and in the libraries.
- 5. Security Staff**
 - 5.1. Our Security staff are identifiable by their UoL identity passes. They are authorised by UoL to require you to comply with these visitor regulations or any directions given under them. If our security officers believe you are behaving antisocially or that your conduct causes or is likely to cause risk or disturbance to other visitors, to our staff or to property, you may be refused admission to UoL premises, you may be asked to leave, and/or you may be escorted from the premises.
 - 5.2. Please be aware that we will not tolerate violence or abuse to any member of our staff, students or other visitors. Failure to cooperate with the lawful directions of our security staff may put you at risk of committing an offence.
 - 5.3. Security staff may use body worn cameras where deemed necessary in relation to elevated security concerns. When they are in use, cameras are visible on the staff member using them and highlighted with a badge or sign. Where possible, security staff will announce when their camera is being activated and turned off. All images are managed in line with UoL's CCTV policy which can be accessed through the [Data Protection page](#) on our website.
- 6. Parking of Vehicles and Provision for Disabled Visitors**
 - 6.1. We do not provide parking facilities, although some sites have limited parking spaces for people with disabilities.
 - 6.2. If you have a disability, you and anyone accompanying you may park your vehicle within designated car parks by prior arrangement with UoL's Conference Office.
- 7. Health and Safety**
 - 7.1. In the event of an accident, please contact the reception desk of the relevant UoL premises or a member of our staff who will help to arrange assistance.
 - 7.2. In the interests of health and safety, you must not:
 - a. smoke anywhere within or at the entrances to UoL premises (and this extends to the use of electronic cigarettes and vaping products);
 - b. sit on any stairs or on parapet walls;
 - c. block or obstruct entrance doors in any way;
 - d. leave any children in your care unattended, or allow them to behave antisocially;
 - e. climb on any part of the building including walls, barriers and columns;
 - f. disregard any safety signs or barriers put in place for public protection;
 - g. disregard fire alarms or any directions for the evacuation of UoL premises; or
 - h. follow (tailgate) any member of staff into a restricted area.

8. Fire Alarms

- 8.1. Fire Action Notices displayed throughout UoL premises explain how you should raise the alarm in the event of a fire or suspected fire.
- 8.2. A constant audible alarm signal means that you must evacuate the building and leave by the nearest fire exit immediately. Our staff will ensure you are aware of the alarm and direct you away from any fire-affected areas. If you require help to evacuate UoL premises, you should seek the assistance of a member of our staff.
- 8.3. In the event of a fire evacuation, you should not attempt to retrieve personal possessions from lockers, cloakrooms or study spaces if this will delay your evacuation. Our staff will help to retrieve your items from the premises as soon as possible after the building reopens.

9. Access to Restricted Areas

- 9.1. If you are found by our staff in a restricted or closed area without authority, you will be required to explain your presence and provide proof of identification. You may also be escorted from UoL premises. Please be aware of regulation 5.1 above.

10. Unattended and Lost Property

- 10.1. Any unattended property on UoL premises is left at your own risk. We reserve the right to have unattended property removed without warning in the interests of safety and security. We will not be held liable if we remove any property that you have left unattended.
- 10.2. If it is handed in to us, we will keep your lost property for three months in accordance with our lost property operating procedure.

11. Film, Photography, and Audio Recording

- 11.1. Except where directed by our staff, where indicated by notices, or during commercial filming activities, you are permitted to use handheld cameras (including phones) with flash, and audio and film recording equipment not requiring a stand, solely for your own private and non-commercial purposes. This includes use in personal, non-commercial social media profiles, blogs and websites provided that no further commercial reuse of the content is permitted by the terms of use of the social media platform or website.
- 11.2. Some events may be photographed and/or filmed. UoL will ensure they or the event organisers have provided advance warning and clear signage to indicate this. If you have any questions or concerns about appearing in images taken at an event please speak to the event organisers.
- 11.3. You must make arrangements in advance with our Conference Office or relevant Institute of the University's School of Advanced Study if:
 - a. you need to use a stand or special lighting or other equipment for filming, photography or audio recording within UoL premises; and/or
 - b. you wish to take any commercial or professional film or photography.
- 11.4. If an individual complains that your photography is intrusive, you may be asked to stop or leave UoL premises. Please be aware of regulation 5.1 above.

12. Personal Data

- 12.1. UoL is committed to protecting your personal data, and being transparent about the information held about you. The [UoL Privacy Notice](#) outlines how it handles and uses the data it collects.

13. Mobility Scooters, Bicycles and Scooters

- 13.1. Visitors using mobility scooters should contact the Conference Team at conference@london.ac.uk or the relevant Institute of the University's School of Advanced Study in advance of travel for advice on how to access the event or function that they wish to attend. Information on accessibility is available on our website.

- 13.2. You are not permitted to cycle or ride a scooter (other than a mobility scooter where permitted) inside UoL premises or on paved areas within UoL grounds.
- 13.3. You may leave your bicycle in the racks provided at your own risk.

14. Animals

- 14.1. Animals are not allowed on UoL premises under any circumstance, unless you have a disability, when you may be accompanied by a guide, assistant or companion animal.

15. Demonstrations

- 15.1. UoL recognises the rights to freedom of expression and to peaceful protest. It also has a responsibility to its staff, students and visitors to provide an environment that is free from disruption, intimidation and harassment. Demonstrations are therefore not permitted within, or obstructing the entrance to, any UoL building. Please see regulation 5.1 above.
- 15.2. If you are proposing to demonstrate in the external part of any UoL premises, you should notify Head of Hospitality and Conferencing Services at least 72 hours in advance. UoL may set conditions on such events in the interest of safety, security and other visitors' enjoyment of their visits. If you are planning to demonstrate in the external part of any UoL premises, please be aware of regulation 5.1 above.

16. Closed Circuit Television

- 16.1. You should be aware that we operate a secure, closed circuit television system throughout UoL premises in the public interest for the protection and safety of our visitors, staff, collection and property. UoL maintains a CCTV policy in line with its data protection obligations. Please see regulation 5.3 for information about accessing this policy.

17. Enquiries

- 17.1. We welcome enquiries from visitors. You can:
 - a. email reception@london.ac.uk or ials@sas.ac.uk for the Institute of Advanced Legal Studies or warburg@sas.ac.uk for The Warburg Institute.
 - b. leave a message on facebook.com/unioflondon
 - c. tweet @UoLondon
 - d. write to:
The Head of Hospitality and Conferencing Services, University of London
Senate House
Malet Street
London WC1E 7HU

18. Amendments

- 18.1. We may change our service provision or amend these Visitor Regulations from time to time and we recommend that you check the UoL websites for our latest visitor information before visiting.

19. Use of UoL Facilities

- 19.1. Separate regulations may apply to your access and use of our facilities, such as Senate House Library, any of the libraries and Institutes of the University's School of Advanced Study, and Student Central's Energybase gym. Please check UoL websites for this information before visiting.

20. Complaints Procedure

- 20.1. UoL aims to provide excellent service to all the users of UoL premises. However, we recognise that sometimes things can go wrong and we always try to resolve any issues as quickly and

smoothly as possible. This procedure sets out how you can make a formal complaint in relation to your visit to UoL premises under these Visitor Regulations.

- 20.2. Separate procedures apply for academic complaints, Freedom of Information complaints or complaints associated with use of particular facilities within UoL premises, including Senate House Library and libraries of the University's School of Advanced Study.
- 20.3. If you are a contractor, supplier or other individual or organisation which conducts business with us, please refer to the dispute resolution procedure in your contract with us.

How to Make A Complaint

If you wish to complain about your experience in visiting UoL premises, please speak to a UoL staff member on duty who will try to assist you directly.

A. Formal Complaint

1. If it is not possible to speak to a UoL staff member on duty, or if you have spoken to them and you are still not satisfied, please email feedback@london.ac.uk. Please set out as much relevant detail as you can and include the outcome that you are hoping to achieve.
2. We will acknowledge your complaint within three working days of receiving it. The respective Head of area will look into your complaint and will offer the option of a meeting or phone call if they believe that this would be helpful.
3. A response will normally be sent to you within ten working days. It will include an explanation of how to take matters forward if you are still dissatisfied.

B. Appeal Process

The majority of complaints can normally be addressed as indicated above. However if you are unhappy with the response provided under section A (3) above, you may appeal against the response by submitting a summary of your complaint and why you believe the response was not satisfactory. Your appeal must be submitted to the Director of Compliance and Secretary to the Board using the [attached form](#) and within ten working days after the response has been received.

1. We will acknowledge receipt of the written appeal within three working days of receiving it.
2. The Director of Compliance and Secretary to the Board (or his/her nominated substitute) (referred to hereafter as the "Director") will investigate and respond within twenty working days (excluding UoL closure periods) of receiving the written appeal. If the Director's investigation takes longer than the agreed timescales, the complainant will be informed and revised time limits will be agreed with the complainant, who will be updated on progress.
3. The Director will consider all the documents relating to the case including any statement from the complainant in order to make a decision.
4. The Director's decision shall be final.

IF YOU NEED A COPY OF THIS DOCUMENT IN AN ALTERNATIVE FORMAT, PLEASE CONTACT THE PROPERTY AND FACILITIES MANAGEMENT TEAM ON reception@london.ac.uk or 020 7862 8880.

Property and Facilities Management Department, University of London
Version 1.0, last updated 08 March 2019

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

ENCLOSURE C4X

Visitor Regulations



Introduction to the Visitor Regulations

We are proud of the University of London's buildings and its precincts and green spaces (its premises) and are keen for visitors to appreciate their architecture, design and associated history. You will appreciate that these physical spaces can be faced with a broad range of threats. These regulations ensure that adequate protections and security measures are in place to safeguard the premises of the University of London and their users.

Which areas are Covered by these Visitor Regulations?

The University of London ("UoL") Visitor Regulations operate within Senate House,¹ Stewart House, the Institute of Advanced Legal Studies (Charles Clore House) and The Warburg Institute and all external spaces parks and precinct areas owned and controlled by the University of London ("UoL premises").

Who is Covered by these Visitor Regulations?

These Visitor Regulations provide for the safety, wellbeing and security of our staff, students, and visitors who are members of the public.

There is no public right of entry into or through UoL premises. We ask that you abide by these Visitor Regulations. If you do not comply with any part of these regulations, you may be asked to leave UoL premises (see regulation 5.1).

1. Admission

- 1.1. We aim to treat visitors with respect at all times, and to help them to access facilities and activities that they are entitled to use.
- 1.2. We regret that it may be necessary, for example in the interests of security or public safety, for us to alter UoL premises opening hours or close specific areas of UoL at any time, and without prior notice.
- 1.3. If it should be necessary to close all or part of any UoL building temporarily for any reason, we may direct you to leave by certain routes, or prevent you from leaving by certain routes.

2. Bag Searches and Other Searches

- 2.1. We regret that it may be necessary, for example in the interests of security or public safety, for us to conduct bag searches at any time, and without prior notice.
- 2.2. If asked, you must allow our security officers to search your bags when you enter UoL premises or when you enter a particular event or exhibition.
- 2.3. At our discretion, and subject to elevated security concerns, we may ask our security officers to carry out pat down searches as a condition of entry to UoL premises. The reason for such a search will be explained and such searches will be conducted by a security officer of an appropriate gender for the visitor who is to be searched.

3. The University as Licensed Premises

- 3.1. UoL has a premises licence for regulated activities under the Licensing Act 2003, pursuant to which we must:
 - a. refuse any person entry (or ask any person to leave), if our security officers believe that person to be intoxicated or behaving antisocially;
 - b. apply age restrictions and/or require proof of age identification for entry to some events or the supply of some services;

¹ In these Regulations, Senate House refers to the South Block of the building, and the North Block entrance to and areas covering the Institute of Historical Research.

- c. limit the number of people permitted into our premises at any time; and/or
 - d. refuse to serve alcohol or to supply other services to any person who is intoxicated or behaving antisocially.
- 3.2. At the end of evening events, you are asked to leave the premises quietly and with due consideration for our residential neighbours.

4. Visitor Conduct

- 4.1. All visitors are expected to conduct themselves in a professional and respectful manner to match the theme and tone of the institution/event they are visiting.
- 4.2. UoL does not abide or tolerate any form of harassment, victimisation or discrimination in any form, including where it is verbal, physical, or on the basis of age, disability, ethnicity, gender reassignment, marital status, pregnancy or maternity, religion or belief, sex, or sexual orientation.
- 4.3. You are asked to be mindful of signs requesting silence outside of rooms where indicated, and to turn your phone to silent during speaker events and in the libraries.

5. Security Staff

- 5.1. Our Security staff are identifiable by their UoL identity passes. They are authorised by UoL to require you to comply with these visitor regulations or any directions given under them. If our security officers believe you are behaving antisocially or that your conduct causes or is likely to cause risk or disturbance to other visitors, to our staff or to property, you may be refused admission to UoL premises, you may be asked to leave, and/or you may be escorted from the premises.
- 5.2. Please be aware that we will not tolerate violence or abuse to any member of our staff, students or other visitors. Failure to cooperate with the lawful directions of our security staff may put you at risk of committing an offence.
- 5.3. Security staff may use body worn cameras where deemed necessary in relation to elevated security concerns. When they are in use, cameras are visible on the staff member using them and highlighted with a badge or sign. Where possible, security staff will announce when their camera is being activated and turned off. All images are managed in line with UoL's CCTV policy which can be accessed through the [Data Protection page](#) on our website.

6. Parking of Vehicles and Provision for Disabled Visitors

- 6.1. We do not provide parking facilities, although some sites have limited parking spaces for people with disabilities.
- 6.2. If you have a disability, you and anyone accompanying you may park your vehicle within designated car parks by prior arrangement with UoL's Conference Office.

7. Health and Safety

- 7.1. In the event of an accident, please contact the reception desk of the relevant UoL premises or a member of our staff who will help to arrange assistance.
- 7.2. In the interests of health and safety, you must not:
 - a. smoke anywhere within or at the entrances to UoL premises (and this extends to the use of electronic cigarettes and vaping products);
 - b. sit on any stairs or on parapet walls;
 - c. block or obstruct entrance doors in any way;
 - d. leave any children in your care unattended, or allow them to behave antisocially;
 - e. climb on any part of the building including walls, barriers and columns;
 - f. disregard any safety signs or barriers put in place for public protection;
 - g. disregard fire alarms or any directions for the evacuation of UoL premises; or

- h. follow (tailgate) any member of staff into a restricted area.

8. Fire Alarms

- 8.1. Fire Action Notices displayed throughout UoL premises explain how you should raise the alarm in the event of a fire or suspected fire.
- 8.2. A constant audible alarm signal means that you must evacuate the building and leave by the nearest fire exit immediately. Our staff will ensure you are aware of the alarm and direct you away from any fire-affected areas. If you require help to evacuate UoL premises, you should seek the assistance of a member of our staff.
- 8.3. In the event of a fire evacuation, you should not attempt to retrieve personal possessions from lockers, cloakrooms or study spaces if this will delay your evacuation. Our staff will help to retrieve your items from the premises as soon as possible after the building reopens.

9. Access to Restricted Areas

- 9.1. If you are found by our staff in a restricted or closed area without authority, you will be required to explain your presence and provide proof of identification. You may also be escorted from UoL premises. Please be aware of regulation 5.1 above.

10. Unattended and Lost Property

- 10.1. Any unattended property on UoL premises is left at your own risk. We reserve the right to have unattended property removed without warning in the interests of safety and security. We will not be held liable if we remove any property that you have left unattended.
- 10.2. If it is handed in to us, we will keep your lost property for three months in accordance with our lost property operating procedure.

11. Film, Photography, and Audio Recording

- 11.1. Except where directed by our staff, where indicated by notices, or during commercial filming activities, you are permitted to use handheld cameras (including phones) with flash, and audio and film recording equipment not requiring a stand, solely for your own private and non-commercial purposes. This includes use in personal, non-commercial social media profiles, blogs and websites provided that no further commercial reuse of the content is permitted by the terms of use of the social media platform or website.
- 11.2. Some events may be photographed and/or filmed. UoL will ensure they or the event organisers have provided advance warning and clear signage to indicate this. If you have any questions or concerns about appearing in images taken at an event please speak to the event organisers.
- 11.3. You must make arrangements in advance with our Conference Office or relevant Institute of the University's School of Advanced Study if:
 - a. you need to use a stand or special lighting or other equipment for filming, photography or audio recording within UoL premises; and/or
 - b. you wish to take any commercial or professional film or photography.
- 11.4. If an individual complains that your photography is intrusive, you may be asked to stop or leave UoL premises. Please be aware of regulation 5.1 above.

12. Personal Data

- 12.1. UoL is committed to protecting your personal data, and being transparent about the information held about you. The [UoL Privacy Notice](#) outlines how it handles and uses the data it collects.

13. Mobility Scooters, Bicycles and Scooters

- 13.1. Visitors using mobility scooters should contact the Conference Team at uoleevents@london.ac.uk or the relevant Institute of the University's School of Advanced Study in advance of travel for advice on how to access the event or function that they wish to

attend. Information on accessibility is available on our website.

- 13.2. You are not permitted to cycle or ride a scooter (other than a mobility scooter where permitted) inside UoL premises or on paved areas within UoL grounds.
- 13.3. You may leave your bicycle in the racks provided at your own risk.

14. Animals

- 14.1. Animals are not allowed on UoL premises under any circumstance, unless you have a disability, when you may be accompanied by a guide, assistant or companion animal.

15. Demonstrations

- 15.1. UoL recognises the rights to freedom of expression and to peaceful protest. It also has a responsibility to its staff, students and visitors to provide an environment that is free from disruption, intimidation and harassment. Demonstrations are therefore not permitted within, or obstructing the entrance to, any UoL building. Please see regulation 5.1 above.
- 15.2. If you are proposing to demonstrate in the external part of any UoL premises, you should notify Hospitality and Conferencing Services (uolevents@london.ac.uk) at least 72 hours in advance. UoL may set conditions on such events in the interest of safety, security and other visitors' enjoyment of their visits. If you are planning to demonstrate in the external part of any UoL premises, please be aware of regulation 5.1 above.

16. Closed Circuit Television

- 16.1. You should be aware that we operate a secure, closed circuit television system throughout UoL premises in the public interest for the protection and safety of our visitors, staff, collection and property. UoL maintains a CCTV policy in line with its data protection obligations. Please see regulation 5.3 for information about accessing this policy.

17. Enquiries

- 17.1. We welcome enquiries from visitors. You can:
 - a. email reception@london.ac.uk, uolevents@uol.ac.uk or ials@sas.ac.uk for the Institute of Advanced Legal Studies or warburg@sas.ac.uk for The Warburg Institute.
 - b. leave a message on facebook.com/unioflondon
 - c. tweet @UoLondon
 - d. write to:
Hospitality and Conferencing Services, University of London Senate House
Malet Street
London WC1E 7HU

18. Amendments

- 18.1. We may change our service provision or amend these Visitor Regulations from time to time and we recommend that you check the UoL websites for our latest visitor information before visiting.

19. Use of UoL Facilities

- 19.1. Separate regulations may apply to your access and use of our facilities, such as Senate House Library, any of the libraries and Institutes of the University's School of Advanced Study, and. Please check UoL websites for this information before visiting.

20. Complaints Procedure

- 20.1. UoL aims to provide excellent service to all the users of UoL premises. However, we recognise that sometimes things can go wrong and we always try to resolve any issues as quickly and

smoothly as possible. This procedure sets out how you can make a formal complaint in relation to your visit to UoL premises under these Visitor Regulations.

20.2. Separate procedures apply for academic complaints, Freedom of Information complaints or complaints associated with use of particular facilities within UoL premises, including Senate House Library and libraries of the University's School of Advanced Study.

20.3. If you are a contractor, supplier or other individual or organisation which conducts business with us, please refer to the dispute resolution procedure in your contract with us.

How to Make A Complaint

If you wish to complain about your experience in visiting UoL premises, please speak to a UoL staff member on duty who will try to assist you directly.

A. Formal Complaint

1. If it is not possible to speak to a UoL staff member on duty, or if you have spoken to them and you are still not satisfied, please email feedback@london.ac.uk. Please set out as much relevant detail as you can and include the outcome that you are hoping to achieve.
2. We will acknowledge your complaint within three working days of receiving it. The respective Head of area will look into your complaint and will offer the option of a meeting or phone call if they believe that this would be helpful.
3. A response will normally be sent to you within ten working days. It will include an explanation of how to take matters forward if you are still dissatisfied.

B. Appeal Process

The majority of complaints can normally be addressed as indicated above. However if you are unhappy with the response provided under section A (3) above, you may appeal against the response by submitting a summary of your complaint and why you believe the response was not satisfactory. Your appeal must be submitted to the Director of Compliance and Secretary to the Board using the [attached form](#) and within ten working days after the response has been received.

1. We will acknowledge receipt of the written appeal within three working days of receiving it.
2. The Director of Governance, Policy and Compliance and Secretary to the Board (or his/her nominated substitute) (referred to hereafter as the "Director") will investigate and respond within twenty working days (excluding UoL closure periods) of receiving the written appeal. If the Director's investigation takes longer than the agreed timescales, the complainant will be informed and revised time limits will be agreed with the complainant, who will be updated on progress.
3. The Director will consider all the documents relating to the case including any statement from the complainant in order to make a decision.
4. The Director's decision shall be final.

IF YOU NEED A COPY OF THIS DOCUMENT IN AN ALTERNATIVE FORMAT, PLEASE CONTACT THE PROPERTY AND FACILITIES MANAGEMENT TEAM ON reception@london.ac.uk or 020 7862 8880.

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

ENCLOSURE C5

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
PROPERTY, TRUSTS AND PROBATE LIST (Ch D)

Deputy Master Rhys
31st July 2024

B E T W E E N:-

THE UNIVERSITY OF LONDON

-and-

- (1) ABEL HARVIE-CLARK
- (2) TARA MANN
- (3) HAYA ADAM
- (4) SHEIKH IBRAHIM
- (5) PERSONS UNKNOWN

Claimant

Defendants

ORDER

UPON hearing Mr Lees KC and Miss Briggs, both of counsel, for the Claimant, and the First to Third Defendants attending in person.

AND UPON the following terms having the following meaning in this Order:

- (1) The “Alternative Service Application” meaning the Claimant’s without notice application dated 25 July 2024 for alternative service pursuant to CPR 6.15 and 6.27;
- (2) The “Alternative Service Order” meaning the Order of Chief Master Shuman dated 29 July 2024 in relation to the Alternative Service Application;
- (3) The “Abridgement of Time Application” meaning the Claimant’s without notice application dated 25 July 2024 for, inter alia, an abridgement of time for the service of the Claim Form, Particulars of Claim and any witness statements; and
- (4) The “Abridgement of Time Order” meaning the Order of Chief Master Shuman dated 29 July 2024 in relation to the Abridgement of Time Application.



AND UPON the Court being satisfied that the service of all documents in these proceedings upon the Defendants was effected in accordance with paragraph 1 of the Alternative Service Order.

AND UPON the Court being satisfied that the Claim Form, Particulars of Claim, and the witness statement of Alistair Jarvis were duly served on the Defendants by 10am on 30 July 2024 in accordance with paragraph 2 of the Abridgement of Time Order.

AND UPON the Court being satisfied that a copy of the Abridgement of Time Order was duly served on the Defendants in accordance with paragraphs 2 and 3 of the same.

AND UPON the Court having been provided with a hard copy of a signed consent order dated 31 July 2024 and signed by the Claimant and the First to Third Defendants.

BY CONSENT IT IS ORDERED THAT:

1. The First, Second, and Third Defendants do give possession to the Claimant forthwith of the four parcels of land forming part of Title Number 328506 and shown on the plan annexed hereto:
 - (a) edged and cross-hatched yellow;
 - (b) edged and hatched yellow;
 - (c) edged and shaded yellow; and
 - (d) edged and cross-hatched orange.
2. There be no order as to costs.
3. This Order shall be served by the Claimant in the manner set out at paragraph 1 of the Alternative Service Order.

AND IT IS FURTHER ORDERED THAT:

4. The Court exercises its discretion pursuant to CPR 3.10(b) to remedy the omission from the Abridgement of Time Order of the statement required by CPR 23.9(3).

Dated: 31 July 2024.

Service of the Order:

The Court has provided a sealed copy of this Order to the serving party's solicitors:-

Pinsent Masons LLP
55 Colmore Row
Birmingham
B3 2FG

Reference: AF02/630232.07557/CM80

Email: connor.merrifield@pinsentmasons.com

Email: alicia.foo@pinsentmasons.com

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
PROPERTY, TRUSTS AND PROBATE LIST (Ch D)

Deputy Master Rhys
31st July 2024

B E T W E E N:-

THE UNIVERSITY OF LONDON

-and-

- (1) ABEL HARVIE-CLARK
- (2) TARA MANN
- (3) HAYA ADAM
- (4) SHEIKH IBRAHIM
- (5) PERSONS UNKNOWN

Claimant

Defendants

ORDER

UPON hearing Mr Lees KC and Miss Briggs, both of counsel, for the Claimant, the First to Third Defendants attending in person, and the Fourth and Fifth Defendants not attending.

AND UPON the following terms having the following meaning in this Order:

- (1) The “Alternative Service Application” meaning the Claimant’s without notice application dated 25 July 2024 for alternative service pursuant to CPR 6.15 and 6.27;
- (2) The “Alternative Service Order” meaning the Order of Chief Master Shuman dated 29 July 2024 in relation to the Alternative Service Application;
- (3) The “Abridgement of Time Application” meaning the Claimant’s without notice application dated 25 July 2024 for, inter alia, an abridgement of time for the service of the Claim Form, Particulars of Claim and any witness statements; and
- (4) The “Abridgement of Time Order” meaning the Order of Chief Master Shuman dated 29 July 2024 in relation to the Abridgement of Time Application.



AND UPON the Court being satisfied that the service of all documents in these proceedings upon the Defendants was effected in accordance with paragraph 1 of the Alternative Service Order.

AND UPON the Court being satisfied that the Claim Form, Particulars of Claim, and the witness statement of Alistair Jarvis were duly served on the Defendants by 10am on 30 July 2024 in accordance with paragraph 2 of the Abridgement of Time Order.

AND UPON the Court being satisfied that a copy of the Abridgement of Time Order was duly served on the Defendants in accordance with paragraphs 2 and 3 of the same.

BY CONSENT IT IS ORDERED THAT:

1. The Fourth and Fifth Defendants do give possession to the Claimant forthwith of the four parcels of land forming part of Title Number 328506 and shown on the plan annexed hereto:
 - (a) edged and cross-hatched yellow;
 - (b) edged and hatched yellow;
 - (c) edged and shaded yellow; and
 - (d) edged and cross-hatched orange.
2. There be no order as to costs.
3. The Court exercises its discretion pursuant to CPR 3.10(b) to remedy the omission from the Abridgement of Time Order of the statement required by CPR 23.9(3).
4. This Order shall be served by the Claimant in the manner set out at paragraph 1 of the Alternative Service Order.

Dated: 31 July 2024.

Service of the Order:

The Court has provided a sealed copy of this Order to the serving party's solicitors:-

Pinsent Masons LLP

55 Colmore Row
Birmingham
B3 2FG

Reference: AF02/630232.07557/CM80

Email: connor.merrifield@pinsentmasons.com

Email: alicia.foo@pinsentmasons.com

IN THE HIGH COURT OF JUSTICE

Claim No. []

BUSINESS AND PROPERTY COURTS

OF ENGLAND AND WALES (ChD)

PROPERTY, TRUSTS AND PROBATE LIST

BETWEEN:-

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

ENCLOSURE C6

Claim No.[]

AERIAL VIEW OF DEFENDANTS' ENCAMPMENTS



IN THE HIGH COURT OF JUSTICE
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
Defendants

PARTICULARS OF CLAIM

Solicitors for the Claimant:

Pinsent Masons LLP
55 Colmore Row
Birmingham
B3 2FG

REF: AF02/630232.07557/CM80

Claim No.[]

**IN THE HIGH COURT OF JUSTICE
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

AMENDED PARTICULARS OF CLAIM

Solicitors for the Claimant:

Pinsent Masons LLP

55 Colmore Row

Birmingham

B3 2FG

REF: AF02/630232.07557/CM80

IN THE HIGH COURT OF JUSTICE

CLAIM NO: PT-2024-000893

BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
PROPERTY TRUSTS AND PROBATE LIST (CHD)

B E T W E E N:-

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' MOVEMENT AND/OR AGAINST THE DISCIPLINARY POLICY OF THE SCHOOL OF ORIENTAL AND AFRICAN STUDIES BY THE 'DEMOCRATISE EDUCATION' MOVEMENT, ENTER OR REMAIN WITHOUT THE CONSENT OF THE CLAIMANT UPON ANY PART OF THE LAND

(5) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS BY THE 'SOAS LIBERATED ZONE FOR GAZA' MOVEMENT AND/OR AGAINST THE DISCIPLINARY POLICY OF THE SCHOOL OF ORIENTAL AND AFRICAN STUDIES BY THE 'DEMOCRATISE EDUCATION' MOVEMENT, OBSTRUCT OR OTHERWISE INTERFERE WITH ACCESS TO AND FROM ANY PART OF THE LAND

(6) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS BY THE 'SOAS LIBERATED ZONE FOR GAZA' MOVEMENT AND/OR AGAINST THE DISCIPLINARY POLICY OF THE SCHOOL OF ORIENTAL AND AFRICAN STUDIES BY THE 'DEMOCRATISE EDUCATION' MOVEMENT, ERECT ANY TENT OR OTHER STRUCTURE, WHETHER PERMANENT OR TEMPORARY, ON ANY PART OF THE LAND

Defendants

WITNESS STATEMENT OF MATTHEW BOYD GRIGSON

I, MATTHEW BOYD GRIGSON, of University of London, Senate House, Malet Street, London WC1E 7HU, **WILL SAY AS FOLLOWS**:

1. I am the Director of Governance, Policy & Compliance at the University of London (the "**Claimant**"). I have been employed by the Claimant since 6 October 2022 and was appointed to my current role on that date.
2. For consistency, terms which have been defined in the Claimant's Statements of Case and the Defence of the First, Second, and Third Defendants shall have the same meaning in this witness statement unless stated otherwise.

PURPOSE OF THIS WITNESS STATEMENT

3. I am duly authorised by and make this statement in support of the Claimant's application (the "**Application**") in this claim for an order which provides for the following:
 - 3.1 The grant of permission for the Claimant to amend its Particulars of Claim to reflect the following:
 - 3.1.1 the replacement by the Claimant of its Ordinance 24 titled "*Code of Practice on Meetings or Other Activities on University Premises*" dated 15 February 2019 (the "**Code**"), and the annexes thereto, with its new "*Freedom of Speech & Academic Freedom Code of Practice*" (the "**FOS Code**"), and
 - 3.1.2 minor amendments to paragraph 11 of the unamended Particulars of Claim and paragraph 1(a)(iii) of the prayer to the unamended Particulars of Claim. The reference to Regulation 15.3 is a typographical error, as the reference should have been to Regulation 15.2.
 - 3.2 The variation of the Order made by Mr Justice Thompsell on 29 October 2024 (as amended pursuant to CPR 40.12 on 13 November 2024) (the "**Interim Order**") to require the Defendants to comply with the procedures set out in the FOS Code in place of the Code.
 - 3.3 A minor variation to paragraph 1(a)(ii) of the Interim Order to reflect a change in the title of the Claimant's personnel.
4. A draft of the order sought (the "**Draft Order**") is enclosed with the Application.
5. This witness statement has been prepared by the Claimant's solicitors, Pinsent Masons LLP ("**Pinsent Masons**"), following conversations I have had with them and exchanges of email correspondence before the Claimant made its application in order to deal with my instructions

to them about the application which is being made to the court by the Claimant and the facts and matters which it is considered should be provided to the Court in support of that application.

THE EXHIBITS

6. There is now produced and shown to me marked as exhibits **"MBG1"** and **"MBG2"** a bundle of true copy documents to which I refer in the course of this witness statement:

EXHIBIT	DOCUMENT DESCRIPTION	DATE
"MBG1"	FOS Code	August 2025
"MBG2"	Visitor Regulations	Updated on 29 July 2025

THE INTRODUCTION OF THE FOS CODE AND WHY THE AMENDMENTS ARE NECESSARY

7. The Code is being replaced by the FOS Code on 1 August 2025. A copy of the FOS Code appears in exhibit **"MBG1"**.
8. The replacement of the Code for the FOS Code has been necessitated by section 1 of the Higher Education (Freedom of Speech) Act 2023 (**"HEFSA"**), which is due to come into force on 1 August 2025. This provision introduces a new Part A1 (sections A1 to A3) into the Higher Education and Research Act 2017 (**"HERA"**). These new provisions place new, additional obligations on higher education providers, such as the Claimant, in connection with freedom of speech.
9. The new duties which will be imposed on higher education providers which are relevant to these proceedings are as follows:
- 9.1 the duty to take reasonably practicable steps to secure freedom of speech within the law;
- 9.2 the duty to promote the importance of freedom of speech in higher education; and
- 9.3 the duty to have a code of practice to ensure the protection of free speech.

10. The FOS Code will be the Claimant's code of practice to which I have referred in paragraph 9.3 immediately above, and which will shortly be required under the provisions of the new legislation (specifically, section A2(1) of HERA). The FOS Code will replace the Code entirely.
11. The FOS Code sets out a new, and different procedure which applies to the Claimant's staff and students of the Claimant, visiting speakers, and members (these being defined terms within the FOS Code itself) who wish to organise an event (including, but not limited to, protests and demonstrations) to take place on the Land.
12. This procedure is summarised in tabular form in paragraph 7.8 of the FOS Code, and set out in detail in Appendix A to the same. In addition, it sets out the criteria to be used by the Claimant when making decisions about whether to allow the use of its premises (including the Land) and on what terms. Appendix A also contains a copy of the form to be completed and submitted by a person who wishes to hold a protest or demonstration on the Land.
13. Briefly, under the FOS Code, an organiser of a protest and/or demonstration must submit an application (in the form set out in Appendix A) specifying the details of the proposed event to the following email address: uolevents@london.ac.uk. This must be done at least 72 hours before the proposed event is due to take place.
14. Thereafter, the information that has been supplied will be reviewed to consider the risk that might be posed by the event, such as health and safety risks and the potential need for increased security. At that point, a decision will be made in relation to the request or, if there are more serious risks and/or issues, then the matter will be referred to the Vice-Chancellor. If necessary, further information may be requested from the organiser. The final decision will then be communicated to the organiser. Where the event is a protest or demonstration, the Claimant will aim to make a final decision as soon as is practical.
15. The procedure laid down in the FOS Code is clear and easy to follow. It is no more onerous than the procedure which applies under the Code (which is still extant). The procedure has only been changed in order to ensure compliance with the changes to the law which are due to come into effect.
16. While I am conscious that 1 August 2025, and the changes to HERA, is fast approaching, the Claimant has spent considerable time and effort producing the Code and getting to grips with new legislation. Like many other higher education providers, the Claimant was aware that the Office for Students ("OFS") intended to publish guidance on the new duties in relation to freedom of speech and, in particular, codes of practice. This guidance – "*Regulatory advice 24: Guidance related to freedom of speech*" (the "**Guidance**") – was eventually published on

19 June 2025. Thereafter, and without intending to waive privilege, it was necessary for the Claimant to draw up the Code, assisted by the Guidance and its legal advisers. The Claimant takes its obligations in respect of freedom of speech seriously, and was understandably anxious to ensure the compliance of the FOS Code with its new statutory obligations. The Claimant has only this week produced a finalised version of the FOS Code.

17. I respectfully suggest that the Defendants will not be prejudiced if the Court were to accede to the application. This is because the Draft Order makes provision for the Defendants to file and serve an amended Defence. The Draft Order gives the First to Third Defendants ample time to do so – namely, fourteen days from the service of the Amended Particulars of Claim. The First to Third Defendants have already alleged, by their Defence, that the Code does not comply with section 43 of the Education (No.2) Act 1986) and/or Articles 10 and 11 of the European Convention on Human Rights. The Defendants will be free to run these same arguments in respect of the FOS Code. They may also wish to run additional arguments in respect of compliance with Part A1 of HERA. Indeed, the First to Third Defendants have already referred to Part A1 of HERA at paragraph 9 of their Defence, where they allege that, whilst not in force, the Claimant's policies should be interpreted in accordance with the obligations thereunder. The First to Third Defendants (or, at least, their legal advisers) can reasonably be expected to be aware of the forthcoming legislative changes.
18. By contrast, if the Application were to be refused, then the Interim Order would no longer be effective, as it would require the Defendants to comply with a procedure which – following legislative change – is no longer in force.

AMENDMENTS IN RESPECT OF THE VISITOR REGULATIONS

19. The University has also made some amendments to the Visitor Regulations to reflect, for example, changes to the title of its personnel. While these changes are unrelated to the introduction of the FOS Code, the University considers that it is convenient to make an application for permission to amend its Particulars of Claim and the Order at the same time, so as to avoid a duplication of effort and incurring unnecessary costs. An up-to-date copy of the Visitor Regulations (which was amended on 29 July 2025) appears in exhibit "MBG2".
20. One change which has been made to the personnel of the Claimant is the title of the role of Head of Hospitality and Conferencing Services. The person performing that role is now known as the Claimant's Head of Events and Hospitality.
21. Regulation 15.2 of the Visitor Regulations (as amended) now requires anyone proposing to demonstrate on any part of the Land to notify Hospitality and Conferencing Services at least

72 hours in advance of the planned demonstration. The Court is respectfully requested to amend the Interim Order in order to reflect that change and to ensure that the Defendants are required to notify the correct person.

22. A number of other amendments have been made to the Visitor Regulations. These are mentioned for completeness only; they are not material for present purposes, and do not require an amendment to the Particulars of Claim or the Interim Order. For example, the Claimant has removed the references to "Student Central" and Student Central's "Energybase gym". Student Central is a building located on Malet Street and was previously used as the Claimant's student union building. From 23 July 2021 it was let on a 99-year lease to Birkbeck, University of London. These premises are therefore no longer relevant to the Visitor Regulations, and so references to them were removed.
23. Finally, the Particulars of Claim refer, erroneously, to Regulation 15.3 of the Visitor Regulations at paragraph 11 and in the Prayer for Relief. This is a slip for Regulation 15.2. A similar error in the Interim Order has already been corrected, under the slip rule in CPR 40.12, by Mr Justice Thompsell on 13 November 2024. As above, the University considers that it is convenient and proportionate to seek permission to amend this error now.

UNDERTAKINGS

24. If the Court is minded to permit the amendments sought, then I confirm that the Claimant is prepared to give undertakings in the following terms (using the terms defined in the Interim Order):
 - 24.1 The Claimant undertakes to publish the FOS Code and the updated Visitor Regulations on the Website;
 - 24.2 The Claimant undertakes, upon the provision of written confirmation from the Claimant's Executive Director: Estates & Property Services (or equivalent) that permission has been granted for a planned protest in connection with boycott, divestment, and sanctions protests on the Land by the 'SOAS Liberated Zone for Gaza' and/or 'Democratise Education' movements, to publish that written consent on the Website.
25. I confirm that I have the requisite power and authority to provide these undertaking on behalf of the Claimant, should the Court require the same.

CONCLUDING REMARKS

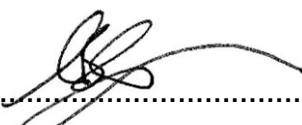
26. For the reasons set out in this witness statement, I respectfully invite the Court to accede to the Application of the Claimant and make an order in the terms set out in the Draft Order which accompanies the Application.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true. I understand 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.

Name: Matthew Boyd Grigson

Date: 30 July 2025

Signature: 

Director of Governance, Policy & Compliance, the University of London

IN THE HIGH COURT OF JUSTICE

CLAIM NO: PT-2024-000893

BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
PROPERTY TRUSTS AND PROBATE LIST (CHD)

B E T W E E N:-

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' MOVEMENT AND/OR AGAINST THE DISCIPLINARY POLICY OF THE SCHOOL OF ORIENTAL AND AFRICAN STUDIES BY THE 'DEMOCRATISE EDUCATION' MOVEMENT, ENTER OR REMAIN WITHOUT THE CONSENT OF THE CLAIMANT UPON ANY PART OF THE LAND**
- (5) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS BY THE 'SOAS LIBERATED ZONE FOR GAZA' MOVEMENT AND/OR AGAINST THE DISCIPLINARY POLICY OF THE SCHOOL OF ORIENTAL AND AFRICAN STUDIES BY THE 'DEMOCRATISE EDUCATION' MOVEMENT, OBSTRUCT OR OTHERWISE INTERFERE WITH ACCESS TO AND FROM ANY PART OF THE LAND**
- (6) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS BY THE 'SOAS LIBERATED ZONE FOR GAZA' MOVEMENT AND/OR AGAINST THE DISCIPLINARY POLICY OF THE SCHOOL OF ORIENTAL AND AFRICAN STUDIES BY THE 'DEMOCRATISE EDUCATION' MOVEMENT, ERECT ANY TENT OR OTHER STRUCTURE, WHETHER PERMANENT OR TEMPORARY, ON ANY PART OF THE LAND**

Defendants

EXHIBIT "MBG 1" TO THE WITNESS STATEMENT OF MATTHEW BOYD GRIGSON



UNIVERSITY
OF LONDON

Freedom of Speech & Academic Freedom Code of Practice (Policy & Procedures)

Reference	UP03
Department	<i>Governance, Policy and Compliance</i>
Team	<i>Central Secretariat</i>
Type	<i>University/ Code of Practice</i>
Authority	<i>VCEG / Academic Board / Board of Trustees</i>
Version	<i>V03.4</i>
Date of approval	<i>15/10/2024</i>
Formal Review cycle	<i>Every three years or sooner if required.</i>
Review date	<i>31/07/2027 or as required</i>

Freedom of Speech

University of London Summary Statement on Free Speech and Academic Freedom

The University of London is committed to Free Speech and Academic Freedom as concepts that should be protected as it is the role of universities to nurture debate and to create and disseminate knowledge responsibly and for public benefit.

Free speech is defined as the freedom to impart ideas, opinions, information by means of speech, writing or images within the law. It is a broad concept that includes freedom of expression, the freedom to protest and academic freedom. We acknowledge that the laws of the state impose constraints on speakers and topics and therefore that we and those exercising their rights to free speech and expression must do so within those laws.

This Code of Practice:

1. Sets out the University of London's **values** relating to freedom of speech and explains how those values uphold freedom of speech.
2. Details the University of London's **procedures** that should be followed by our staff, students, members and visiting speakers in connection with the organisation of:
 - **meetings** which are to be held on the University's premises, and which fall within any class of meeting specified in the code, and
 - other **activities** which are to take place on the University's premises, and which fall within any class of activity so specified.
3. It also details:
 - the **conduct** expected of staff, students, members and visiting speakers in connection with any such meeting or activity, and
 - the **criteria** to be used by the University of London in making **decisions** about whether to allow the **use of premises** and on what terms (which must include its criteria for determining whether there are exceptional circumstances that would require an individual or body to bear some or all of the costs of security relating to their use of the premises).

A. FREEDOM OF SPEECH AND ACADEMIC FREEDOM POLICY

- 1. What are the University of London's values in relation to free speech within the law?**
- 2. How do our values uphold free speech?**
- 3. What is Freedom of Speech and Academic Freedom within the law?**
- 4. What steps will the University take to ensure Freedom of Speech and Academic Freedom?**
 - 4.1 Policies, Processes and Procedures
 - 4.2 Governance
 - 4.3 Education
 - 4.4 Research, Knowledge Exchange and Public Engagement
- 5. Who is responsible for Free Speech and Academic Freedom at the University of London?**
 - 5.1 The Board of Trustees
 - 5.2 Academic Board
 - 5.3 Vice-Chancellor's Executive Group
 - 5.4 Staff with specific responsibilities

B. FREEDOM OF SPEECH AND ACADEMIC FREEDOM PROCEDURES

- 6. How do I make a complaint?**
 - 6.1 Complaints to the University relating to Free Speech or Academic Freedom
 - 6.2 Escalation to the Office for Students
- 7. Meetings and events procedures**
 - 7.1 Principles to be applied
 - 7.2 Free speech within the law
 - 7.3 Definitions
 - 7.4 Academic life
 - 7.5 Protests and controversial topics
 - 7.6 Logistics
 - 7.7 Identified points of contact
 - 7.8 The procedure

APPENDIX A: Meetings & Events Process

A. FREEDOM OF SPEECH AND ACADEMIC FREEDOM POLICY

1. What are the University of London's values in relation to free speech within the law?

- 1.1 The University of London is committed to Free Speech and Academic Freedom as concepts that should be protected as it is the role of universities to nurture debate and to create and disseminate knowledge responsibly and for public benefit.
- 1.2 Free speech is defined as the freedom to impart ideas, opinions, and information by means of speech, writing or images within the law. It is a broad concept that includes freedom of expression, the freedom to protest, and academic freedom. We acknowledge that the laws of the state impose constraints on speakers and topics and therefore that we and those exercising their rights to free speech and expression must do so within those laws (see Section 3).
- 1.3 There will be times when aspects of this definition and associated rights and responsibilities will be in tension with one another. The role of the University is to manage these tensions with an overriding commitment to protect freedom of speech and expression within the law. In a time of contestation, universities have a unique role to foster debate and the free exchange of ideas – facilitating how such conversations happen is a more urgent question than ever.
- 1.4 We believe that those exercising rights are also exercising responsibilities beyond that of simply not breaking the law and that in some circumstances (*e.g. professional modes of conduct*) additional expectations regarding both the protection of free speech in an academic context and responsible free speech are appropriate, valuable and an aide not a hindrance to the freedom to debate and engage and to the creation and dissemination of knowledge.
- 1.5 Our definitions and our values are grounded in UK legislation and Article 10 (Freedom of Expression) of the European Convention on Human Rights, as well as our own core values of enabling social good, the power of collaboration and reaching new horizons through learning which in turn underpin our educational mission as a university.

2. How do our values uphold free speech?

- 2.1 We believe an active speaker programme is fundamental to the academic and other activities of the University and our Federation Members, and we encourage staff and students to invite a wide range of speakers and to engage critically but respectfully with debate at events.
- 2.2 Contentious discussion and robust debate within the law is encouraged and universities should be the space for this to occur. The lawful expression of controversial or unpopular views even if they cause offense does not constitute reasonable grounds for withholding permission for an event and as such, the University will take all reasonably practicable steps to ensure that events can be facilitated.
- 2.3 We recognise that the lawful expression of some ideas may cause offense to members of our community and some speakers, events or topics may prompt protest or complaint. Freedom of expression means freedom to support an idea and to protest against it. With freedom comes responsibility. It is the responsibility of protesters and supporters to act lawfully and peacefully. It is the responsibility of the University to protect free speech and to enable lawful and peaceful protest.
- 2.4 We also believe that it is fundamental to the work of a university that its academic staff have the right and responsibility to contribute to debate and advance knowledge in their disciplines and relevant related areas; and that they have a concomitant right not to experience harassment or abuse because they do so. We believe that these rights and responsibilities should extend, so far as is allowed or is feasible within their own national contexts, to our student body as well.

3. What is Freedom of Speech and Academic Freedom within the law?

- 3.1 The University is mindful of the applicable restrictions in UK law and those of the jurisdictions with which it engages and will take all reasonably practicable steps to ensure freedom of speech within the law. The University is also aware that in the UK if a speaker breaks the law, it is the speaker who is culpable, and the University will not hesitate to take appropriate disciplinary or legal action including the reporting of a crime when the law is broken.
- 3.2 In the UK context, there are restrictions on free speech that are embedded in legislation, and which may criminalise speech or limit freedom of expression. These include, but may not be limited to:
- The Equality Act (2010), which prohibits discrimination and harassment on the basis of protected characteristics (including philosophical beliefs).
 - The Public Order Act (1986), which restricts the stirring up of hatred on the grounds of race, religion, or sexual discrimination.
 - The Terrorism Act (2006) and Counter Terrorism and Security Act (2015), including the Prevent duty which prohibits support for proscribed organisations and discourages permissive environments for radicalisation.
 - The Malicious Communications Act (1998), which defines the offence of sending a message which is indecent or grossly offensive and has the purpose of causing distress or anxiety to the recipient.
 - The Protection from Harassment Act (1997), which further defines harassment in the context of knowingly harassing someone such that they are persuaded not to do something they are entitled to or to do something they are not obligated to do.
 - The Sexual Offences (Amendment) Act (1992), which protects the anonymity of victims.
 - The Defamation Act (2013), which defines the nature and defence of statements that cause or may cause serious harm to a legal entity.
- 3.3 Academic freedom in relation to academic staff at the University, means their freedom within the law (see 3.1-3.2 above) to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs or privileges at the University.
- 3.4 The University also believes that the exercise of academic freedom within the law should not reduce the likelihood of their securing promotion or different jobs at the University.
- 3.5 Additionally, where a person applies to become a member of academic staff of the University, the person should not be adversely affected in relation to the application because they have exercised their freedom within the law to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions.
- 3.6 The University is committed to providing a very high level of protection for free speech and expression within the law in an academic context. The steps the University will take to provide this level of protection are detailed in Section 4.
- 3.7 The University recognises that study and research by students and staff may also include academic speech and that professional staff may speak in academic contexts relevant to their professions and academic disciplines and so where possible students and professional staff should be subject to equivalent protections and responsibilities (see 4.1, 4.4 below) to the extent that the University may provide them.

4. What steps will the University take to ensure Freedom of Speech and Academic Freedom?

4.1 Policies, Processes and Procedures

The University will ensure that its policies, processes and procedures where relevant reflect its duty to ensure, so far as is reasonably practicable, freedom of speech and academic freedom within the law, and provide a very high level of protection for the lawful expression of viewpoints and for speech in an academic context.

4.2 Governance

The University will take reasonably practicable steps to ensure that:

- a) when new policies, processes and procedures are introduced, consideration is given to their potential impact on freedom of speech and academic freedom,
- b) we have processes in place to identify and manage any risks to freedom of speech or academic freedom arising from the terms of certain overseas funding, including funding from endowments, gifts, donations, research grants and contracts, and educational or commercial partnerships,
- c) we monitor any concerns that have been raised about freedom of speech and academic freedom to ensure that they are addressed so far as is reasonably practicable and to address any lessons learned and draw the attention of complainants to its processes for investigating complaints.

4.3 Education

- a. The University recognises that education as a right includes a level of academic freedom and the responsibilities that come with it for our students and our staff. The University believes in an educational culture that supports those freedoms where we are able, while recognising that we are sometimes subject to the national contexts and laws of other nations and their jurisdictions.
- b. The University will therefore ensure that decisions about the curriculum and the way it is delivered take reasonably practicable steps to safeguard:
 - the ability of academics to teach and communicate ideas that may be controversial or unpopular but lawful, and
 - opportunities for students to be exposed to such ideas.
- c. Our approach to safeguarding includes the adoption of a rebuttable presumption to the effect that students being exposed to any of the following is unlikely to amount to harassment:
 - the content of higher education course materials, including but not limited to books, videos, sound recordings, and pictures, and
 - statements made and views expressed by a person as part of teaching, research or discussions about any subject matter which is connected with the content of a higher education course.
- d. The University also undertakes not to treat a student un- or less favourably than another:
 - in the way it provides education,
 - in the way it provides access to benefits, facilities, services or by not affording access to those,
 - by not providing education,
 - by excluding the student,
 - by subjecting the student to any other detriment on the grounds of that student's opinions or ideas.
- e. The University may however take action where the expression or manner of expression of a staff

member's or student's opinions or ideas constitutes a breach of the law or represents a significant breach of any appropriate code of conduct (having had particular regard to the protections for freedom of speech and academic freedom outlined in this Code of Conduct).

4.4 Research, knowledge exchange and public engagement

- a. The University believes that staff and students should be free to undertake academic research, knowledge exchange activities and public engagement without their freedom to speak or their academic freedom within the law being compromised.
- b. The University will therefore ensure that it takes reasonably practicable steps to safeguard:
 - the ability of academics to undertake research, scholarship, knowledge exchange and public engagement in all their commonly understood forms, to publish freely new knowledge derived from these activities, and to communicate and exchange knowledge and ideas that may be controversial or unpopular but lawful, and
 - opportunities for staff, students and the general public to be exposed to such ideas.
- c. The University believes in a research, knowledge exchange and public engagement culture that supports this freedom where we are able while recognising that we are sometimes subject to the national contexts and laws of other nations and their jurisdictions.
- d. However, we also believe that this freedom should not be restricted or compromised in any way because of a perceived or actual tension between a) any conclusions the research may or has reached or the viewpoint it supports, and b) the organisation's policies and values. Nor should it be restricted or compromised in any way because of any external pressure connected with a).

5. Who is responsible for Free Speech and Academic Freedom at the University of London?

5.1 Board of Trustees - the Board has ultimate responsibility/accountability, which it discharges by:

- approving this Code of Practice,
- receiving assurances that the University's approach is consistent with its values and legislative and regulatory requirements, and
- requiring action where the University is at risk of failing in its duties to secure freedom of speech and academic freedom.

5.2 Academic Board - has delegated responsibility from the Board of Trustees for oversight of all academic matters and specifically for:

- those areas of the University's Code of Practice specifically relating to academic freedom, education and research and more generally the academic life of the University,
- receiving assurances relevant to its responsibilities that the University's approach is consistent with its values and legislative and regulatory requirements, and
- determining or recommending action where the University is at risk of failing in its duties to secure freedom of speech and academic freedom.

5.3 Vice-Chancellor's Executive Group - has responsibility for:

- ensuring sufficient resources are in place to meet this policy's commitments but also to ensure that those resources are performing optimally in support of this policy, and the University's values and strategic intentions, and
- taking direct action to address issues that may lead to regulatory sanctions, or significant risk in relation to the meeting of our commitments to free speech and academic freedom.

5.4 Staff with specific responsibilities. Some staff have specific responsibilities for or as part of the operation of this Code of Practice. These responsibilities include:

- operating in line with this policy including relevant principles and commitments,
- reading all relevant documentation, including relevant pronouncements and initiatives from government and sector-wide bodies, and understanding and acting on their requirements or recommended good practice,
- attending training and development in areas appropriate to their role,
- keeping appropriate records of decisions made and the rationale for them, and
- reviewing and keeping up to date any policies, processes or procedures for which they are responsible.

B. FREEDOM OF SPEECH AND ACADEMIC FREEDOM PROCEDURES

6. How do I make a complaint?

6.1 Complaints to the University relating to Free Speech or Academic Freedom

- **Students:** If you cannot resolve your concern informally, please refer to our Student [Complaints policy and procedure](#) and/or email: A&C@london.ac.uk
- **Staff:** If you cannot resolve your concern informally with your line manager then please refer to the University's [grievance process](#).
- **Applicants for academic posts:** If you have a free speech concern in relation to our appointment process please email: recruitment@london.ac.uk
- **Applicants for academic promotion:** If you have a free speech concern in relation to our academic promotion process you may appeal by contacting: hrpartnering@london.ac.uk.
- **Visitors/ Speakers:** If you cannot resolve your concern informally then please refer to our [visitor regulations](#) and/or email: uolevents@london.ac.uk

6.2 Escalation to the Office for Students*

- Our understanding is that the OfS will be given the power to consider complaints at their discretion, rather than obliged to consider every complaint.
- The OfS scheme will be open to staff and visiting speakers, but not to students. Students will continue to have access to the Office of the Independent Adjudicator (OIA) complaints scheme for their unresolved complaints.

**Pending legislative change and the publication of details of the OfS scheme.*

7. Meetings and events procedures

7.1 Principles to be applied

As consistent with our values regarding free speech the starting point for any event is that it should go ahead, and that cancellation is exceptional and undesirable. The University has a particular duty with regard to its members, students, employees and visiting speakers and a key part of our free speech duty is ensuring that the use of our premises is not denied:

- to any individual or body on the grounds of their ideas or opinions,
or
- to anybody on the grounds of its policy or objectives or the ideas or opinions of any of its members,
and...
- that the terms under which such premises are provided are not to any extent based on such grounds.

7.2 Free speech within the law

In the context of having particular regard to taking reasonably practicable steps to secure Freedom of Speech, the University will, in considering whether or not to allow any event to take place on its premises or elsewhere under its authority, endeavour to make a swift and fair assessment as to whether the views or ideas to be put forward (or the manner of their expression):

- infringe the legally recognised rights of others (e.g., libel, privacy),
- clearly constitute harassment or discrimination as defined in law,
- constitute a criminal offence,
- constitute a threat to public order or to the health and safety of individuals,
- incite others to commit a criminal act, or
- are supportive of a proscribed terror group or organisation.

7.3 Definitions

- **Staff:** An employee of the University or other person working under a contract of employment, including, without limitation, a fixed-term contract, a zero-hours contract, an hourly-paid contract or other type of casual or atypical contract of employment.
- **Student:** A person undertaking, or with a binding offer to undertake, a course of study or a programme of research (i) at the University or (ii) that leads to an award granted by the University, and in either case this may include a trainee or apprentice.
- **Visiting Speaker:** A person invited to speak at the University. It does not include a person who wanted or requested an invitation to speak but was not invited. It may include a person whose invitation has not been approved through an internal approval procedure.
- **Members:** In addition to the staff and students of the University, Members includes the Chancellor, the members of the Board of Trustees, all staff employed by the Member Institutions, and all students, graduates, Emeritus Professors and Readers of the Member Institutions.

7.4 Academic Life

It is the case that there is a substantive difference between events run by or for the University as part of its academic life as a core part of our charitable purposes and the purely commercial activity of renting our space for income to support that purpose. We take the view that we are duty bound to provide a higher level of protection for events taking place as part of the academic life of the University than for those taking place as part of the commercial life of the University.

7.5 Protests and controversial topics

In making decisions regarding meetings and events and having established the lawfulness of the speech the following issues and criteria will require consideration:

- It may be a reasonably practicable step **not** to cancel an event on the basis of the legal expression of any viewpoint by any speaker in response to objections/protests however widespread.
- Peaceful protest is a legitimate exercise of free speech rights and is sometimes by necessity disruptive in nature, however the exercising of those rights should not shut down debate or impede the free speech rights of others.
- It is appropriate for the University to take mitigating steps to allow an event to go ahead, which may include (depending on the circumstances) for example: the regulation of which premises may be used for a particular event, and/or at what time they may be used on grounds related to the policy or objectives of the body; requiring a neutral Chair or additional speakers to ensure balanced debate or that a member of staff is in attendance.
- It is not appropriate for protests through scale, frequency or nature to disrupt the rights and freedoms of others to education, for those protests to generate disproportionate costs relating to security nor to put others at risk.
- Where permission is not sought, and the protests still take place on University premises (land and/or buildings) then the University may take appropriate civil or legal action to enforce appropriate mitigating steps, and/or engage with appropriate authorities when a breach of the law takes place.

7.6 Logistics

The University recognises that in some instances there may be logistical or health and safety issues that need to be addressed to allow an event to go ahead. In order to manage an effective and efficient process that enables free speech within the law we nevertheless expect:

- Event bookings to be made within reasonable timescales especially for logistically complex events.
- Formal commitments to speakers or attendees not to be made until such time as the event is formally approved and in the case of external bookings contracts signed and required payments made.
- Organisers to help enable free speech within the law by engaging in a timely manner and with a constructive approach to problem solving and to support the implementation of any requirements we perceive as necessary to allow the event to go ahead.

7.7 Identified points of contact

Key points of contact in relation to meetings and events procedures include:

- For questions about our events booking processes the key contact is the: **Head of Events and Hospitality** or equivalent.
- If potential issues are identified which may require a decision as to whether and how an event may proceed in the context of this Code of Practice: **Executive Director: Estates & Property Services** or equivalent with advice from the **Director of Governance, Policy and Compliance** or equivalent.
- A decision may be escalated if risks are considered such that a determination is required by the **Vice-Chancellor** with advice as they see fit.

7.8 The Procedure (Summary)

Action	Responsibility
Event application and due diligence form completed	Organiser
Review of request logistics Review of request (security/reputation)	Events & Hospitality Strategic Comms & Marketing/Security
Further information requested if necessary	Events & Hospitality/Organiser
Decision or referral for decision if issues identified	Events & Hospitality or Executive Director Estates and Property
Further information/negotiation if necessary	Events & Hospitality/Organiser
If referral then final decision	Executive Director Estates and Property Services or escalate (see 7.7)
Contracts signed/payment made etc.	Events & Hospitality/Organiser

APPENDIX A The Meetings & Events Process

APPENDIX A: Meetings & Events (including protests & demonstrations) process for consideration: In support of the Meetings and Events Procedures (Section 7 UoL Freedom of Speech & Academic Freedom Code of Practice) and the Visitor Regulations this process sets out in further detail the timing and criteria for consideration with the aim of ensuring that we meet our duties under the Higher Education Freedom of Speech Act 2023 to secure freedom of speech and academic freedom within the law.

Process

Action	Responsibility	Timing	Contact / Forms
Event application and due diligence form completed.	Organiser	External: At least 2 months before event	Contact the Venues team Venues University of London
Notification of intention to Protest or demonstration – please use request form	Organiser	For protests and demonstrations, the organiser should obtain, complete and submit a request to protest / demonstrate at least 72 hours in advance, unless it is not reasonably practicable to do so, in which case the organiser should give as much notice as possible, explaining in the request form any circumstances which have made it not reasonably practicable to give 72 hours notice. See also the University of London Visitor Regulations: Contact or visit the University of London University of London .	uolevents@london.ac.uk
	Organiser	Internal: At least 1 month before the event	internalevents@london.ac.uk
Review of request logistics	Events & Hospitality	Normally within three working days or as soon as is practical.	
Review of request (security/ reputation)	Strategic Comms & Marketing/ Security		
Review of request for protests and demonstrations	Executive Director: Estates & Property Services or equivalent with advice from the Director of Governance, Policy and	Normally within three working days or as soon as is practical.	

	Compliance or equivalent.		
Further information requested if necessary. For protests and demonstrations	Events & Hospitality Executive Director: Estates & Property Services or equivalent with advice from the Director of Governance, Policy and Compliance or equivalent.	Normally within three working days or as soon as is practical. Normally within three working days or as soon as is practical.	
Provision of further information	Organiser	NB the swift provision of any further information will help the university consider your request.	
Decision or referral for Decision if issues identified	Events & Hospitality or Executive Director Estates and Property For protests and demonstrations Executive Director: Estates & Property Services or equivalent with advice from the Director of Governance, Policy and Compliance or equivalent or refer to the Vice-Chancellor .	Normally within three working days Normally within three working days or as soon as is practical.	
Further information / negotiation if necessary	Events & Hospitality / Organiser For protests and demonstrations Executive Director: Estates & Property Services or equivalent with advice from the Director of Governance, Policy and Compliance or equivalent or refer to the Vice-Chancellor.		
If referral then final decision	Executive Director: Estates & Property Services or equivalent with advice from the Director of Governance, Policy and Compliance or equivalent or further refer to	External: Normally within fifteen working days For protests and demonstrations: we will	

	the Vice-Chancellor.	aim to make a final decision soon as is practical. Internal: Normally within ten working days	
Contracts signed/ Payment made etc. For protests and demonstrations - permission granted,	Events & Hospitality /Organiser For protests and demonstrations Executive Director: Estates & Property Services		

Criteria for consideration

The University is committed to Freedom of Speech and its legal duties as laid out in its Code of Practice. It is also cognisant of the [regulatory advice](#) provided by the Office for Students on Free Speech. The following criteria help ensure that we secure freedom of speech within the law for staff, members, students and visiting speakers; and that the use of our premises is not denied

- to any individual or body on the grounds of their ideas or opinions, or
- to anybody on the grounds of its policy or objectives or the ideas or opinions of any of its members, and
- that the terms under which such premises are provided are not to any extent based on such grounds.

When making decisions about whether to allow the use of premises for meetings and events (including protests and demonstrations) and on what terms, the relevant criteria to be considered are as follows: (1) Is the intended meeting or event lawful? (2) What are the risks of the meeting or event taking place, and how can those risks appropriately be mitigated in order to facilitate freedom of speech? (3) Are any restrictions the University intends to impose on the meeting or event justified, necessary and proportionate, given the importance of freedom of speech?

Criteria 1: Lawfulness - Is the intended 'speech' within the law (please also reference Section 3 of the Code of Practice): In the context of having particular regard to the importance of securing Freedom of Speech, the University will, in considering whether or not to allow any event to take place on its premises or elsewhere under its authority, endeavour to make a swift and fair assessment as to whether the views or ideas to be put forward (or the manner of their expression):

- infringe the legally recognised rights of others (e.g., libel, privacy),
- clearly constitute harassment or discrimination as defined in law,
- constitute a criminal offence,
- constitute a threat to public order or to the health and safety of individuals,
- incite others to commit a criminal act, or
- are supportive of a proscribed terror group or organisation.

Criteria 2: Risks & Mitigations - Can reasonably practicable steps be taken to help secure the freedom of speech.

- Based on the information available / provided is it likely that the meeting, event, protest or demonstration through scale, frequency or nature will:
 - i. disrupt the rights and freedoms of others (e.g. to education, or a safe working environment).
 - ii. generate disproportionate costs relating to security.
 - iii. to put others at risk (physical safety) or to seriously disrupt the essential functions and resources of the University in pursuit of its charitable objects.

- Based on the information available / provided is it likely that the protests would shut down debate or impede the free speech rights of others.
- What appropriate mitigating steps may be taken by the University and the Organisers to allow the event to go ahead, these may include but are not limited to (depending on the circumstances) for example: the regulation of which premises may be used for a particular event, and/or at what time they may be used. Security costs will be considered in the context of the University's charitable objects and fiduciary duties) and only in exceptional circumstances be passed on the organisers and only in exceptional* circumstances will they be passed on to organiser.

**Circumstances are "exceptional" when security costs exceed the normal provision of security cover plus an additional £2000 for specialist services or additional external cover or where a visiting speaker might reasonably be expected to provide their own additional security (e.g. because of political or state office) In these circumstances we will pass on the residue of security costs to the organisers.*

Criteria 3. Justification & Proportionality - Are any restrictions the University wishes to put in place in the context of Criteria 1 or 2 either 'prescribed by law' and proportionate under the European Convention on Human Rights?

The University will consider:

- whether the objective of a measure taken (e.g. a restriction or mitigation) is sufficiently important to justify the limitation of a protected right (free speech)
- whether the measure taken is rationally connected to the objective,
- whether a less intrusive measure could have been used without unacceptably compromising the achievement of the objective, and
- whether, balancing the severity of the measure's effects on the rights of the persons to whom it applies against the importance of the objective, to the extent that the measure will contribute to its achievement, the former outweighs the latter.^{[43](#)}

Request to Protest / Demonstrate on University of London property.

The organiser should obtain, complete and submit a request to protest / demonstrate at least 72 hours in advance, unless it is not reasonably practicable to do so, in which case the organiser should give as much notice as possible, explaining in the request form any circumstances which have made it not reasonably practicable to give 72 hours notice.

Please submit your request to uolevents@london.ac.uk

1. Please describe in as much detail as you are able the nature of the proposed activity:

2. If not already detailed in your description it would be helpful if you could also provide:

a) Contact details of the person or persons or organisation responsible (the principal organiser) organising the meeting or activity.
b) The date(s) , time(s) (including durations) , frequency (including overall duration) and exact place of meeting (s) or activities .
c) Whether or not any equipment (e.g. tables, awnings, megaphones, speakers etc.) will be used as part of the activity and if so, please detail what (size / type etc.) and how (with reference to 1. above)

d) The name of any planned speaker(s) or alternative speaker(s)
e) The expected timing of the arrival and departure of any speaker(s).
f) Information on the subject of the meeting or activity this may include drafts, in English, of any speeches to be delivered.
g) Copies in English of any proposed notice, leaflet or other material (electronic otherwise) announcing or advertising the meeting. The University reserves the right to require change to or withdrawal of publicity material if they are found to be in breach of any applicable law.
h) Whether the audience (s) is likely to include persons who are not members of the University (staff or students of the University or of Federation members).
i) Details of any circumstances which in your opinion could give rise to concern about possible disturbances or illegal/ unlawful activity which could take place or be caused by the meeting or activity

Decisions:

- Once this information is provided and assuming that no further information reasonably required by the University in order to reach a decision is provided we will within three working days or as soon as is practical issue a statement to the principal organiser which shall either grant permission, grant permission with conditions or withhold permission for the use of University premises as proposed for the conduct of the protest/ demonstration.
- We will make decisions based on the application of the criteria above and in the context of our duty to secure freedom of speech within the law.

IN THE HIGH COURT OF JUSTICE

CLAIM NO: PT-2024-000893

BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
PROPERTY TRUSTS AND PROBATE LIST (CHD)

B E T W E E N:-

UNIVERSITY OF LONDON

Claimant

-and-

(7) ABEL HARVIE-CLARK

(8) TARA MANN

(9) HAYA ADAM

(10) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS BY THE 'SOAS LIBERATED ZONE FOR GAZA' MOVEMENT AND/OR AGAINST THE DISCIPLINARY POLICY OF THE SCHOOL OF ORIENTAL AND AFRICAN STUDIES BY THE 'DEMOCRATISE EDUCATION' MOVEMENT, ENTER OR REMAIN WITHOUT THE CONSENT OF THE CLAIMANT UPON ANY PART OF THE LAND

(11) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS BY THE 'SOAS LIBERATED ZONE FOR GAZA' MOVEMENT AND/OR AGAINST THE DISCIPLINARY POLICY OF THE SCHOOL OF ORIENTAL AND AFRICAN STUDIES BY THE 'DEMOCRATISE EDUCATION' MOVEMENT, OBSTRUCT OR OTHERWISE INTERFERE WITH ACCESS TO AND FROM ANY PART OF THE LAND

(12) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS BY THE 'SOAS LIBERATED ZONE FOR GAZA' MOVEMENT AND/OR AGAINST THE DISCIPLINARY POLICY OF THE SCHOOL OF ORIENTAL AND AFRICAN STUDIES BY THE 'DEMOCRATISE EDUCATION' MOVEMENT, ERECT ANY TENT OR OTHER STRUCTURE, WHETHER PERMANENT OR TEMPORARY, ON ANY PART OF THE LAND

Defendants

EXHIBIT "MBG 2" TO THE WITNESS STATEMENT OF MATTHEW BOYD GRIGSON

Visitor Regulations



Introduction to the Visitor Regulations

We are proud of the University of London's buildings and its precincts and green spaces (its premises) and are keen for visitors to appreciate their architecture, design and associated history. You will appreciate that these physical spaces can be faced with a broad range of threats. These regulations ensure that adequate protections and security measures are in place to safeguard the premises of the University of London and their users.

Which areas are Covered by these Visitor Regulations?

The University of London ("UoL") Visitor Regulations operate within Senate House,¹ Stewart House, the Institute of Advanced Legal Studies (Charles Clore House) and The Warburg Institute and all external spaces parks and precinct areas owned and controlled by the University of London ("UoL premises").

Who is Covered by these Visitor Regulations?

These Visitor Regulations provide for the safety, wellbeing and security of our staff, students, and visitors who are members of the public.

There is no public right of entry into or through UoL premises. We ask that you abide by these Visitor Regulations. If you do not comply with any part of these regulations, you may be asked to leave UoL premises (see regulation 5.1).

1. Admission

- 1.1. We aim to treat visitors with respect at all times, and to help them to access facilities and activities that they are entitled to use.
- 1.2. We regret that it may be necessary, for example in the interests of security or public safety, for us to alter UoL premises opening hours or close specific areas of UoL at any time, and without prior notice.
- 1.3. If it should be necessary to close all or part of any UoL building temporarily for any reason, we may direct you to leave by certain routes, or prevent you from leaving by certain routes.

2. Bag Searches and Other Searches

- 2.1. We regret that it may be necessary, for example in the interests of security or public safety, for us to conduct bag searches at any time, and without prior notice.
- 2.2. If asked, you must allow our security officers to search your bags when you enter UoL premises or when you enter a particular event or exhibition.
- 2.3. At our discretion, and subject to elevated security concerns, we may ask our security officers to carry out pat down searches as a condition of entry to UoL premises. The reason for such a search will be explained and such searches will be conducted by a security officer of an appropriate gender for the visitor who is to be searched.

3. The University as Licensed Premises

- 3.1. UoL has a premises licence for regulated activities under the Licensing Act 2003, pursuant to which we must:
 - a. refuse any person entry (or ask any person to leave), if our security officers believe that person to be intoxicated or behaving antisocially;
 - b. apply age restrictions and/or require proof of age identification for entry to some events or the supply of some services;

¹ In these Regulations, Senate House refers to the South Block of the building, and the North Block entrance to and areas covering the Institute of Historical Research.

- c. limit the number of people permitted into our premises at any time; and/or
 - d. refuse to serve alcohol or to supply other services to any person who is intoxicated or behaving antisocially.
- 3.2. At the end of evening events, you are asked to leave the premises quietly and with due consideration for our residential neighbours.

4. Visitor Conduct

- 4.1. All visitors are expected to conduct themselves in a professional and respectful manner to match the theme and tone of the institution/event they are visiting.
- 4.2. UoL does not abide or tolerate any form of harassment, victimisation or discrimination in any form, including where it is verbal, physical, or on the basis of age, disability, ethnicity, gender reassignment, marital status, pregnancy or maternity, religion or belief, sex, or sexual orientation.
- 4.3. You are asked to be mindful of signs requesting silence outside of rooms where indicated, and to turn your phone to silent during speaker events and in the libraries.

5. Security Staff

- 5.1. Our Security staff are identifiable by their UoL identity passes. They are authorised by UoL to require you to comply with these visitor regulations or any directions given under them. If our security officers believe you are behaving antisocially or that your conduct causes or is likely to cause risk or disturbance to other visitors, to our staff or to property, you may be refused admission to UoL premises, you may be asked to leave, and/or you may be escorted from the premises.
- 5.2. Please be aware that we will not tolerate violence or abuse to any member of our staff, students or other visitors. Failure to cooperate with the lawful directions of our security staff may put you at risk of committing an offence.
- 5.3. Security staff may use body worn cameras where deemed necessary in relation to elevated security concerns. When they are in use, cameras are visible on the staff member using them and highlighted with a badge or sign. Where possible, security staff will announce when their camera is being activated and turned off. All images are managed in line with UoL's CCTV policy which can be accessed through the [Data Protection page](#) on our website.

6. Parking of Vehicles and Provision for Disabled Visitors

- 6.1. We do not provide parking facilities, although some sites have limited parking spaces for people with disabilities.
- 6.2. If you have a disability, you and anyone accompanying you may park your vehicle within designated car parks by prior arrangement with UoL's Conference Office.

7. Health and Safety

- 7.1. In the event of an accident, please contact the reception desk of the relevant UoL premises or a member of our staff who will help to arrange assistance.
- 7.2. In the interests of health and safety, you must not:
 - a. smoke anywhere within or at the entrances to UoL premises (and this extends to the use of electronic cigarettes and vaping products);
 - b. sit on any stairs or on parapet walls;
 - c. block or obstruct entrance doors in any way;
 - d. leave any children in your care unattended, or allow them to behave antisocially;
 - e. climb on any part of the building including walls, barriers and columns;
 - f. disregard any safety signs or barriers put in place for public protection;
 - g. disregard fire alarms or any directions for the evacuation of UoL premises; or

- h. follow (tailgate) any member of staff into a restricted area.

8. Fire Alarms

- 8.1. Fire Action Notices displayed throughout UoL premises explain how you should raise the alarm in the event of a fire or suspected fire.
- 8.2. A constant audible alarm signal means that you must evacuate the building and leave by the nearest fire exit immediately. Our staff will ensure you are aware of the alarm and direct you away from any fire-affected areas. If you require help to evacuate UoL premises, you should seek the assistance of a member of our staff.
- 8.3. In the event of a fire evacuation, you should not attempt to retrieve personal possessions from lockers, cloakrooms or study spaces if this will delay your evacuation. Our staff will help to retrieve your items from the premises as soon as possible after the building reopens.

9. Access to Restricted Areas

- 9.1. If you are found by our staff in a restricted or closed area without authority, you will be required to explain your presence and provide proof of identification. You may also be escorted from UoL premises. Please be aware of regulation 5.1 above.

10. Unattended and Lost Property

- 10.1. Any unattended property on UoL premises is left at your own risk. We reserve the right to have unattended property removed without warning in the interests of safety and security. We will not be held liable if we remove any property that you have left unattended.
- 10.2. If it is handed in to us, we will keep your lost property for three months in accordance with our lost property operating procedure.

11. Film, Photography, and Audio Recording

- 11.1. Except where directed by our staff, where indicated by notices, or during commercial filming activities, you are permitted to use handheld cameras (including phones) with flash, and audio and film recording equipment not requiring a stand, solely for your own private and non-commercial purposes. This includes use in personal, non-commercial social media profiles, blogs and websites provided that no further commercial reuse of the content is permitted by the terms of use of the social media platform or website.
- 11.2. Some events may be photographed and/or filmed. UoL will ensure they or the event organisers have provided advance warning and clear signage to indicate this. If you have any questions or concerns about appearing in images taken at an event please speak to the event organisers.
- 11.3. You must make arrangements in advance with our Conference Office or relevant Institute of the University's School of Advanced Study if:
 - a. you need to use a stand or special lighting or other equipment for filming, photography or audio recording within UoL premises; and/or
 - b. you wish to take any commercial or professional film or photography.
- 11.4. If an individual complains that your photography is intrusive, you may be asked to stop or leave UoL premises. Please be aware of regulation 5.1 above.

12. Personal Data

- 12.1. UoL is committed to protecting your personal data, and being transparent about the information held about you. The [UoL Privacy Notice](#) outlines how it handles and uses the data it collects.

13. Mobility Scooters, Bicycles and Scooters

- 13.1. Visitors using mobility scooters should contact the Conference Team at uoleevents@london.ac.uk or the relevant Institute of the University's School of Advanced Study in advance of travel for advice on how to access the event or function that they wish to

attend. Information on accessibility is available on our website.

13.2. You are not permitted to cycle or ride a scooter (other than a mobility scooter where permitted) inside UoL premises or on paved areas within UoL grounds.

13.3. You may leave your bicycle in the racks provided at your own risk.

14. Animals

14.1. Animals are not allowed on UoL premises under any circumstance, unless you have a disability, when you may be accompanied by a guide, assistant or companion animal.

15. Demonstrations

15.1. UoL recognises the rights to freedom of expression and to peaceful protest. It also has a responsibility to its staff, students and visitors to provide an environment that is free from disruption, intimidation and harassment. Demonstrations are therefore not permitted within, or obstructing the entrance to, any UoL building. Please see regulation 5.1 above.

15.2. If you are proposing to demonstrate in the external part of any UoL premises, you should notify Hospitality and Conferencing Services (uolevents@london.ac.uk) at least 72 hours in advance. UoL may set conditions on such events in the interest of safety, security and other visitors' enjoyment of their visits. If you are planning to demonstrate in the external part of any UoL premises, please be aware of regulation 5.1 above.

16. Closed Circuit Television

16.1. You should be aware that we operate a secure, closed circuit television system throughout UoL premises in the public interest for the protection and safety of our visitors, staff, collection and property. UoL maintains a CCTV policy in line with its data protection obligations. Please see regulation 5.3 for information about accessing this policy.

17. Enquiries

17.1. We welcome enquiries from visitors. You can:

- a. email reception@london.ac.uk, uolevents@uol.ac.uk or ials@sas.ac.uk for the Institute of Advanced Legal Studies or warburg@sas.ac.uk for The Warburg Institute.
- b. leave a message on facebook.com/unioflondon
- c. tweet @UoLondon
- d. write to:
Hospitality and Conferencing Services, University of London Senate House
Malet Street
London WC1E 7HU

18. Amendments

18.1. We may change our service provision or amend these Visitor Regulations from time to time and we recommend that you check the UoL websites for our latest visitor information before visiting.

19. Use of UoL Facilities

19.1. Separate regulations may apply to your access and use of our facilities, such as Senate House Library, any of the libraries and Institutes of the University's School of Advanced Study, and. Please check UoL websites for this information before visiting.

20. Complaints Procedure

20.1. UoL aims to provide excellent service to all the users of UoL premises. However, we recognise that sometimes things can go wrong and we always try to resolve any issues as quickly and

smoothly as possible. This procedure sets out how you can make a formal complaint in relation to your visit to UoL premises under these Visitor Regulations.

20.2. Separate procedures apply for academic complaints, Freedom of Information complaints or complaints associated with use of particular facilities within UoL premises, including Senate House Library and libraries of the University's School of Advanced Study.

20.3. If you are a contractor, supplier or other individual or organisation which conducts business with us, please refer to the dispute resolution procedure in your contract with us.

How to Make A Complaint

If you wish to complain about your experience in visiting UoL premises, please speak to a UoL staff member on duty who will try to assist you directly.

A. Formal Complaint

1. If it is not possible to speak to a UoL staff member on duty, or if you have spoken to them and you are still not satisfied, please email feedback@london.ac.uk. Please set out as much relevant detail as you can and include the outcome that you are hoping to achieve.
2. We will acknowledge your complaint within three working days of receiving it. The respective Head of area will look into your complaint and will offer the option of a meeting or phone call if they believe that this would be helpful.
3. A response will normally be sent to you within ten working days. It will include an explanation of how to take matters forward if you are still dissatisfied.

B. Appeal Process

The majority of complaints can normally be addressed as indicated above. However if you are unhappy with the response provided under section A (3) above, you may appeal against the response by submitting a summary of your complaint and why you believe the response was not satisfactory. Your appeal must be submitted to the Director of Compliance and Secretary to the Board using the [attached form](#) and within ten working days after the response has been received.

1. We will acknowledge receipt of the written appeal within three working days of receiving it.
2. The Director of Governance, Policy and Compliance and Secretary to the Board (or his/her nominated substitute) (referred to hereafter as the "Director") will investigate and respond within twenty working days (excluding UoL closure periods) of receiving the written appeal. If the Director's investigation takes longer than the agreed timescales, the complainant will be informed and revised time limits will be agreed with the complainant, who will be updated on progress.
3. The Director will consider all the documents relating to the case including any statement from the complainant in order to make a decision.
4. The Director's decision shall be final.

IF YOU NEED A COPY OF THIS DOCUMENT IN AN ALTERNATIVE FORMAT, PLEASE CONTACT THE PROPERTY AND FACILITIES MANAGEMENT TEAM ON reception@london.ac.uk or 020 7862 8880.

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES (ChD)

PROPERTY, TRUSTS AND PROBATE LIST

Before: []

On: []

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 ON THE LAND (DEFINED IN SCHEDULE 1) 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

(5) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

(6) PERSONS UNKNOWN WHO, BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

Defendants

DRAFT ORDER

UPON HEARING Miss Briggs, of counsel, for the Claimant, and [].

AND UPON the Court considering the Order of Adam Johnson J dated 16 October 2024 (as amended pursuant to CPR 40.12 and as varied by paragraph 3 of the order made by Master Pester dated 13 December 2024) ("**the Alternative Service Order**").

AND UPON the Court considering the Order of Nicholas Thompsell J dated 30 October 2024 (amended on 13 November 2024 pursuant to CPR 40.12) ("**the Interim Injunction Order**").

AND UPON the Court considering the Order of Master Pester dated 13 December 2024.

AND UPON hearing the Claimant's application dated 30 July 2025 to amend its Particulars of Claim dated 14 October 2024 and the Interim Injunction Order and to dispense with service of a sealed copy of that application upon the Defendants pursuant to CPR 6.28 ("**the Application**").

AND UPON the Court considering the witness statement of Matthew Grigson dated 30 July 2025 filed in support of the Application.

AND UPON the Court noting that, whilst the Defendants have not been served with a sealed copy of the Application and the documents filed in support thereof in accordance with CPR Part 23, the Defendants were nevertheless served with an unsealed copy of the Application and the documents filed in support thereof on 30 July 2025.

AND UPON the Court considering the Court file.

AND IT IS ORDERED THAT:

1. The Claimant shall be permitted to amend its Particulars of Claim in the form of the draft attached to the Application.
2. The Amended Particulars of Claim shall be verified by a statement of truth.
3. By [7 days after sealed order] 2025, the Amended Particulars of Claim shall be filed at Court and served on the Defendants. Service of the Amended Particulars of Claim shall be effected in accordance with paragraphs 1(a), 1(b) and 1(c) of the Alternative Service Order, save that, in respect of the First, Second, and Third Defendants, service shall be effected upon their solicitors, Bindmans LLP, and the Claimant is not required to serve the Amended Particulars of Claim upon them at the email addresses for them set out in Schedule 2 to the Alternative Service Order.
4. The First, Second, and Third Defendants shall be permitted to amend their Defence to set out their case in relation to the compliance or otherwise of the Claimant's "Freedom of Speech & Academic Freedom Code of Practice" ("**the FOS Code**") with section 43 of the Education (No.2) Act 1986), Part A1 of the Higher Education and Research Act 2017, and/or Articles 10 and 11 of the

European Convention on Human Rights. Any such amended Defence must be filed at Court and served upon the Claimant by [insert date which is 14 days after service of the amended Particulars of Claim].

5. The Fourth, Fifth and Sixth Defendants (if so advised) be permitted to file a Defence to the Claimant's Amended Particulars of Claim. Any such defence to be filed at Court and served upon the Claimant by [insert date which is 14 days after service of the amended Particulars of Claim].
6. The Claimant shall (if so advised) serve an Amended Reply to any Amended Defence served by the First, Second, and Third Defendants and to serve a Reply to any Defence served by the Fourth, Fifth, and Sixth Defendants. Any such Amended Reply or Reply must be filed at Court and served upon the Defendants by [insert date which is 14 days after service of the amended Defence or Defence referred to in paragraphs 4 and 5 above].
7. The Interim Injunction Order shall be varied in accordance with the version appended hereto at enclosure 1.
8. Service of this Order is to be effected by the Claimant in accordance with paragraphs 1(a), 1(b) and 1(c) of the Alternative Service Order, save that in respect of the First, Second, and third Defendants, service of the order is to be effected upon their solicitors, Bindmans LLP, and the Claimant is not required to serve the order upon them at the email addresses for them set out in Schedule 2 to the Alternative Service Order.
9. Service of the Application upon the Defendants be dispensed with. As the Defendants have not been served with a copy of this Order before it was made, they may apply, pursuant to CPR 23.10, to set aside or vary this Order within seven days of it being served upon them.
10. Save that Defendants' costs of and consequential to the amendments to the Particulars of Claim are to be paid by the Claimant in any event, costs in the case.

Service of this Order

The Court has provided a sealed copy of this order to the serving party legal representatives:

Pinsent Masons LLP
55 Colmore Row
Birmingham
B3 2FG
Ref:AF02/630232.07557/CD38/CM80

ENCLOSURE 1

IN THE HIGH COURT OF JUSTICE

Claim No.PT-2024-000893

BUSINESS AND PROPERTY COURTS

OF ENGLAND AND WALES (ChD)

PROPERTY, TRUSTS AND PROBATE LIST

Before: Mr Justice Thompsell

On: 30 October 2024

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 ON THE LAND (DEFINED IN SCHEDULE 1) 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

(5) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

(6) PERSONS UNKNOWN WHO, IN CONNECTION WITH BOYCOTT, DIVESTMENT, AND SANCTIONS PROTESTS ON THE LAND (DEFINED IN SCHEDULE 1) 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

Defendants

INTERIM INJUNCTION

PENAL NOTICE

THIS IS AN ORDER OF THE COURT. IF YOU, THE WITHIN NAMED DEFENDANTS AND PERSONS UNKNOWN OR ANY OF YOU, DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER, YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED

IMPORTANT NOTICE TO THE DEFENDANTS

This Order prohibits you from doing the acts set out in this Order. You should read it very carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.

UPON hearing Mr Lees KC and Miss Briggs, both of counsel, for the Claimant, the First, Second, and Third Defendants in person, and the Fourth, Fifth, and Sixth Defendants neither attending nor being represented.

AND UPON the Court reading the witness statement of Mr Alistair Jarvis dated 11 October 2024 and the first, second, and third witness statements of Mr Connor Merrifield dated 22 October 2024, 28 October 2024, and 28 October 2024 respectively, together with the exhibits thereto.

AND UPON the Court being satisfied that there is a sufficiently real and imminent risk of the Defendants committing the tort of trespass to justify the grant of a precautionary injunction.

AND UPON the following terms having the following meanings in this Order:

- (1) “the Land” meaning the parcels of land forming part of Title Numbers 325806, NGL376460, LN91321, LN94166, and LN179751 and as more particularly described in Schedule 1 hereto (by reference to the plan at enclosure 1);

- (2) “the **FOS Code**” meaning ~~Ordinance 24 promulgated by the Claimant titled ‘Code of Practice on Meetings or Other Activities on University Premises’ and dated 15 February 2019, together with Annexes 1 and 2 thereto~~ **the code titled ‘Freedom of Speech & Academic Freedom Code of Practice’, together with Appendix A thereto**, a copy of which is appended hereto at enclosure 2;
- (3) “the Appointed Officer” meaning ~~either Alistair Jarvis, Rita Akushie, or Emma Rees (or a person who, at the relevant time, holds the position of the Claimant’s Pro Vice-Chancellor (Partnerships and Governance), Pro Vice-Chancellor (Finance and Operations), or Executive Director, Property and Estates);~~
- (4) “the Visitor Regulations” meaning the regulations promulgated by the Claimant dated 8 February 2019 **and updated on 29 July 2025**, an **updated** copy of which is appended hereto at enclosure 3; and
- (5) “the Website” meaning <https://www.london.ac.uk/about/policies/core-policies/protest-code-practice-regulations>;
- (6) “the Alternative Service Application” meaning the Claimant’s application dated 14 October 2024 for alternative service pursuant to CPR 6.15 and 6.27; and
- (7) “the Alternative Service Order” meaning the Order of Adam Johnson J dated 16 October 2024 in relation to the Alternative Service Application.

AND UPON the Court accepting the Claimant’s undertaking that the Claimant will comply with any order for compensation which the Court might make in the event that the Court later finds that this Order has caused loss to a Defendant and the Court finds that the Defendant ought to be compensated for that loss.

AND UPON the Court accepting the Claimant’s undertaking to publish the **FOS Code** and Visitor Regulations on the Website, ~~and to keep the Website updated with any changes to the identities of the Appointed Officers.~~

AND UPON the Court accepting the Claimant’s undertaking, upon the provision of written confirmation from ~~one of the Appointed Officers~~ **the Claimant’s Executive Director: Estates & Property Services (or equivalent)** that permission has been granted for a planned protest in connection with boycott, divestment, and sanctions protests on the Land by the ‘SOAS Liberated Zone for Gaza’ and/or ‘Democratise Education’ movements, to publish that written consent on the Website.

IT IS ORDERED THAT:

1. With immediate effect until final disposal of the claim or further order (or, if earlier, 30 October 2025), the Defendants, and each of them, are forbidden from undertaking or engaging in any or all of the following activities:

a. Entering onto any part of the Land for the purpose of collective or public protest without first complying with the terms of the **FOS** 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~~ **submitting a completed request form (in the form appended to the FOS Code at Appendix A and titled ‘Request to Protest/Demonstrate on University of London Property’) via email to uolevents@london.ac.uk and, thereafter, complying with the procedure laid down in Appendix A to the FOS Code, and**
- 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, and
- iii. by complying with any conditions imposed on any such demonstration by the Claimant pursuant to Regulation ~~15.3~~ **15.2**, and
- iv. only upon receipt of written confirmation from ~~one of the Appointed Officers~~ **the Claimant’s Executive Director: Estates & Property Services (or equivalent)** that permission for the protest is granted;

for the avoidance of doubt, this sub-paragraph shall not preclude any Defendant from wearing a pin badge or item(s) of clothing which bears a slogan(s) and/or symbol(s) and/or which otherwise endorses or supports boycott, divestment, and sanctions protests by the ‘SOAS Liberated Zone for Gaza’ and/or the ‘Democratise Education’ movements,

- 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. The Defendants or any other person affected by this Order may apply to the Court at any time to vary or discharge it, but, if they wish to do so, they must inform the Claimant's solicitors immediately (and in any event not less than 48 hours, excluding weekends and bank holidays, before the hearing of any such application).
3. Any person applying to vary or discharge this Order must provide their full name and an address for service in the United Kingdom.
4. Any person who applies to vary or discharge this Order shall file a skeleton argument and any evidence to be relied upon no later than 48 hours, excluding weekends and bank holidays, before the application hearing.
5. The Claimant has permission to apply to extend or vary this Order or for further directions. The Claimant must give the Defendants at least 48 hours' notice, excluding weekends and bank holidays, of any such application.
6. Pursuant to CPR r.6.15 and r.6.27, the Claimant shall serve this Order on the Defendants by:-
 - a. Leaving copies of the Order at the following locations upon the Land in transparent plastic boxes and/or plastic wallets as appropriate marked for the attention of "Persons Unknown in connection with boycott, divestment, and sanctions protests on the Land by the 'SOAS Liberated Zone for Gaza' and/or 'Democratise Education' movements":-
 - i. That part of Byng Place, London occupied by the Defendants the approximate location of which is marked in red and as location "A" on the plan at Enclosure 4 hereto (the "**Alternative Service Plan**") and which is present the site of the Defendants' protest encampment;
 - ii. The gates on Malet Street, London (the "**Malet Street Gates**"), which give access and egress to that part of the Claimant's land known as Torrington Square, the approximate location of which are marked in red and as location "B" on the Alternative Service Plan; and

- iii. The gates on Thornhaugh Street, London (the “**Thornhaugh Street Gates**”), which give access and egress to that part of the Claimant’s land known as Torrington Square, the approximate location of which are marked in red and as location “C” on the Alternative Service Plan.
- b. Positioning a warning notice advertising the existence of the Order upon, at, or nearby to the Malet Street Gates and the Thornhaugh Street Gates, which states that an interim injunction affecting “Persons Unknown in connection with boycott, divestment, and sanctions protests on the Land by the ‘SOAS Liberated Zone for Gaza’ and/or ‘Democratise Education’ movements” is in place and contains a QR code and/or link to the Website;
- c. Uploading a sealed copy of the Order to the Website; and
- d. Sending a link to the Website by email to:
 - i. abel.harvieclark@gmail.com (Abel Harvie-Clark);
 - ii. taranikitamann@gmail.com (Tara Mann);
 - iii. Adamhaya78@gmail.com (Haya Adam)
 - iv. soasliberatedzone4gaza@proton.me (general encampment e-mail address)].

7. Paragraphs 4 and 6 of the Alternative Service Order shall be varied as follows:

- a. The Defendants have permission to file and serve a Defence by 4pm on 11 December 2024.

8. This matter shall be listed for an in-person case management conference on the first open date after 18 December 2024, with a time estimate of half a day.

9. Costs reserved.

NAME AND ADDRESS OF CLAIMANT’S SOLICITORS

The Claimant's Solicitors are: Pinsent Masons LLP, 55 Colmore Row, Birmingham, B3 2FG.

Service of the Order:

The Court has provided a sealed copy of this Order to the serving party’s solicitors:-

Pinsent Masons LLP

55 Colmore Row

Birmingham

B3 2FG

Reference: AF02/630232.07557/CM80

Email: connor.merrifield@pinsentmasons.com

Email: alicia.foo@pinsentmasons.com

SCHEDULE 1 – THE LAND

The land shown edged red on the plan at enclosure 1 (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.

ENCLOSURE 1 – PLAN

[To be inserted]

ENCLOSURE 2 – THE CODE

[To be inserted]

ENCLOSURE 3 – VISITOR REGULATIONS

[To be inserted]

ENCLOSURE 4 – THE ALTERNATIVE SERVICE PLAN

[To be inserted]

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
PROPERTY TRUSTS AND PROBATE LIST (CHD)

CLAIM NO:

B E T W E E N:-

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' MOVEMENT AND/OR AGAINST THE DISCIPLINARY POLICY OF THE SCHOOL OF ORIENTAL AND AFRICAN STUDIES BY THE 'DEMOCRATISE EDUCATION' MOVEMENT, 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' MOVEMENT AND/OR AGAINST THE DISCIPLINARY POLICY OF THE SCHOOL OF ORIENTAL AND AFRICAN STUDIES BY THE 'DEMOCRATISE EDUCATION' MOVEMENT, 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' MOVEMENT AND/OR AGAINST THE DISCIPLINARY POLICY OF THE SCHOOL OF ORIENTAL AND AFRICAN STUDIES BY THE 'DEMOCRATISE EDUCATION' MOVEMENT, ERECT ANY TENT OR OTHER STRUCTURE, WHETHER PERMANENT OR TEMPORARY, ON ANY PART OF THE LAND (DEFINED IN SCHEDULE 1)**

Defendants

WITNESS STATEMENT OF ALISTAIR JARVIS

I, Alistair Jarvis, CBE, of University of London, Senate House, Malet Street, London WC1E 7HU, **WILL SAY AS FOLLOWS:**

1. I am the Pro Vice-Chancellor (Partnerships and Governance) of the University of London (the "**Claimant**"). I was appointed to this post in June 2022. As such, I am a member of the Claimant's senior executive team which numbers five people in total. My responsibilities include governance, communications, fundraising, marketing, legal, student recruitment, inclusion, regulatory compliance, quality assurance and supporting partnerships with University of London federation members.
2. I am duly authorised by and make this statement in support of the Claimant's application in this claim for an interim injunction to restrain the Defendants from trespassing on the Land (defined in paragraphs 17 and 18 below), as more particularly set out in the Particulars of Claim.
3. This witness statement has been prepared by the Claimant's solicitors, Pinsent Masons LLP ("**Pinsent Masons**"), following a video conference with me on 10 October 2024 in order to deal with my instructions to them about this matter and this witness statement.
4. There is now produced and shown to me marked as **Exhibits "AJ1" - "AJ14"** a bundle of true copy documents to which I refer in the course of this witness statement:

EXHIBIT	DOCUMENT DESCRIPTION	DATE	PAGE(S) OF EXHIBITS
"AJ1"	Image of First, Second and Third Defendants	Undated	1-2
"AJ2"	Plan	Undated	3-4
"AJ3"	Copy of the official copy of the register of title and the title plan for the land in title number 325806	04.10.24	5-14
"AJ4"	Copy of the official copy of the register of title and the title plan for the land in title number LN91321	04.10.24	15-21

"AJ5"	Copy of the official copy of the register of title and the title plan for the land in title number LN94166	04.10.24	22-27
"AJ6"	Copy of the official copy of the register of title and the title plan for the land in title number NGL376460	04.10.24	28-34
"AJ7"	Copy of the register of title and the title plan for the land in title number NGL179751	04.10.24	35-40
"AJ8"	Google Earth image of protest encampments	Undated	41-42
"AJ9"	Images of Second Encampment	Various	43-55
"AJ10"	Images of Third Encampment	Various	56-69
"AJ11"	Images of activities and incidents which have occurred on the Claimant's land since the Second Encampment (primarily bodycam footage)	Various	70-117
"AJ12"	Images from the Instagram account for the SLZG	Various	118-149
"AJ13"	Minute of Gold team meeting	26.09.24	150-153
"AJ14"	Copy invoices	Various	154-164

THE EARLIER PROCEEDINGS

5. This is not the first time that the Claimant has had to bring proceedings against the Defendants.
6. On 25 July 2024, the Claimant issued possession proceedings in this Court against the Defendants and two others (namely, Adam Parker and Sheikh Ibrahim) (the **"Earlier Proceedings"**). That claim proceeded under claim number PT-2024-000646.

7. In the Earlier Proceedings, the Claimant had sought an order for possession in respect of part of its land known as 4th Quadrant, Senate House, Malet Street, London and other parts of its freehold land registered under title number 325806 upon which the Defendants had set up an encampment (the "**Original Encampment**") from where they were conducting pro-Palestinian protests. These protests were directed at the School of Oriental and African Studies ("**SOAS**"), with the protestors having described themselves as the "SOAS Liberated Zone for Gaza" (the "**SLZG**"). Specifically, the protest appears to be against the stance taken by SOAS in respect of investments and/or links it may have to Israel and/or Israeli entities (the "**SLZG Protests**"). In this regard, the SLZG appears to be part of the wider "*Boycott, Divestment, and Sanctions*" movement.
8. On 31 July 2024, the First, Second and Third Defendants attended a hearing before Deputy Master Rhys in the Earlier Proceedings. With the consent of the First, Second and Third Defendants, the Deputy Master made an order against them by which they were required forthwith to give possession to the Claimant of the land upon which they had been trespassing, namely the Yellow Land, as well as the Orange Land, another open area of land in respect of which the Claimant reasonably believed the Defendants would relocate any encampment to, if ordered to vacate the Yellow Land. After considering the evidence and the submissions made to him by Counsel instructed by the Claimant, the Deputy Master made a similar order against Sheikh Ibrahim and Persons Unknown, none of whom made an appearance at the Earlier Proceedings. In this statement, I refer to these two orders collectively as the "**Possession Orders**". The Fourth Defendant in the Earlier Proceedings, Adam Parker, attended the hearing and made submissions to the effect that he was not occupying the Original Encampment and that he was not involved in the SLZG Protests. In view of this, the Claimant did not proceed with its claim against Adam Parker, and the Deputy Master made an order to that effect in respect of the claim against that individual.
9. In the Earlier Proceedings, I made a witness statement dated 25 July 2024 (the "**Earlier Statement**") in support of the Claimant's claim for possession of the Yellow Land and the Orange Land. In the Earlier Statement, I set out details of:
 - 9.1 the Claimant's interest in the land which was the subject of those proceedings,
 - 9.2 SOAS' lease of part of that land,
 - 9.3 the Defendants' trespass upon the Claimant's land,
 - 9.4 the Claimant's rules and regulations regarding meetings and other activities upon its premises,

- 9.5 the Claimant's decision-making processes regarding the initiation of Court proceedings, and
- 9.6 the serious effects (both financial and otherwise) that the Defendants' continuing trespass was having upon the Claimant.
10. Much of what I said in my Earlier Statement remains relevant in the context of these proceedings. I am told by Pinsent Masons that Rule 32.12(1) of the Civil Procedure Rules, which govern the conduct before the Court of civil proceedings such as these, provides that, except as provided by Rule 32.12 itself, a witness statement may be used only for the purpose of the proceedings in which it was served. Again, I was told by Pinsent Masons that one of the exceptions is where the maker of the witness statement gives his or her consent in writing to some other use of the witness statement. By this statement, I give my consent to the use of my Earlier Statement in these proceedings.
11. The use of the Earlier Statement in these proceedings will, hopefully, mean that I do not have to rehearse in detail matters which have already been fully addressed in my Earlier Statement. It is also hoped that the Earlier Statement will give the Court a sense of the "*full picture*" of the Defendants' continuing course of conduct.
12. The Earlier Statement was served on the Defendants to the Earlier Proceedings on 30 July 2024, together with, amongst other things, the Claim Form and Particulars of Claim. Despite knowing, since 30 July 2024 at the very latest, that their protests are taking place upon land belonging to the Claimant, not SOAS, and that these protests amount to a trespass upon the Claimant's land, as the Claimant's consent has never been sought or given, the protests have continued. Further, since in or around early October 2024, the Defendants have also 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**"). I expand on the Democratise Education Protests below.

THE FIRST, SECOND AND THIRD DEFENDANTS

13. This witness statement has exhibited to it a number of images of the Defendants trespassing and carrying out their protest activities upon the Land. In particular, the First, Second and Third Defendants appear in many of them. I think that it is fair to describe the First, Second and Third Defendants as the principal organisers of both the SLZG and the Democratise Education Protests. The First, Second, and Third Defendants appear frequently in the videos posted by the Instagram accounts associated with these two movements, namely

@soasliberatedzone and @democratise.education. They are often seen using megaphones to address crowds of unidentified individuals.

14. In order to assist the Court in identifying the First, Second and Third Defendants more easily in those images, exhibit "**AJ1**" contains an image of the three of them sitting on seats in Byng Place, London, outside the Church of Christ the King. The faces of each of the First, Second and Third Defendants have been circled in a different colour and the key beneath the image explains by reference to the coloured circle who each of them is.
15. I am informed by Matthew Grigson, the Claimant's Director of Governance, Policy and Compliance, that he has been advised by Brian Jordan, SOAS' Governance Improvement Lead, that the First Defendant has since been expelled as a student of SOAS and that the Second and Third Defendants are presently suspended whilst an investigation is undertaken (although the subject matter of that investigation has not been communicated to the Claimant).

THE FEDERATION OF LONDON UNIVERSITIES

16. I mentioned "federation members" in paragraph 1 of this witness statement. This is a reference to the 17 higher education institutions which collaborate as members of a federation (the "**Federation**"). Please see paragraphs 5 to 12 of my Earlier Statement in which I set out more information about the Federation. I also set out, in those paragraphs, how various members of the Federation had also been subjected to trespassory protest action similar to that which was suffered (and is being suffered) by the Claimant and the proceedings issued by those members in response to the same.

THE CLAIMANT'S INTEREST IN THE LAND

17. The Land in respect of which the Claimant is seeking relief in these proceedings is shown on the plan, which was prepared for the Claimant by Pinsent Masons, at exhibit "**AJ2**" (the "**Plan**") shaded, hatched and crosshatched in yellow and cross hatched orange, aqua, blue, green, purple and red.
18. The Claimant is registered at HM Land Registry as the freehold proprietor of all of the Land, albeit under numerous different title numbers. I understand that, in preparing the Plan, Pinsent Masons have excluded from the Land all those areas which are the subject of other occupational interests. The Land, together with those excluded areas, is the "Site", as more particularly defined in the Particulars of Claim.
19. In other words, the Land comprises the parcels of land to which the Claimant has an immediate right to possession. The Land comprises the following parcels of land:

- 19.1 Those parts of title number 325806 which are shown shaded yellow, cross hatched yellow and hatched yellow on the Plan (the "**Yellow Land**"). Copies of the official copy of the register of title and the title plan for the land in title number 325806 can be found at exhibit "**AJ3**".
- 19.2 Those other parts of title number 325806 and which are shown cross hatched orange on the Plan (the "**Orange Land**"). The Orange Land comprises the pedestrianised precinct areas of Torrington Square, which can be used to gain access to a number of buildings on the Site, including Senate House. Indeed, this is how the Defendants gained access to Senate House on 27 May 2024 in order to try and disrupt a meeting being held by the Board of Trustees of SOAS (which was being held in a room provided to them by the Claimant). That incident is described in paragraph 34.3 of my Earlier Statement, with photographs of that incident appearing at exhibit "**AJ13**" to that statement. The Yellow Land and the Orange Land were the subject of the Possession Orders.
- 19.3 The other parts of title number 325806 and which are shown cross hatched aqua on the Plan (the "**Aqua Land**"). These areas consist principally of car parks and an access road.
- 19.4 The garden of Gordon Square, London, in registered title number LN91321 shown cross hatched blue on the Plan (the "**Blue Land**"). Copies of the official copy of the register of title and the title plan for the land in title number LN91321 can be found at exhibit "**AJ4**".
- 19.5 The gardens known as Malet Street Gardens, London, in registered title number LN94166 shown cross hatched green on the Plan (the "**Green Land**"). Copies of the official copy of the register of title and the title plan for the land in title number LN94166 can be found at exhibit "**AJ5**".
- 19.6 The land at Woburn Square, London, in registered title number NGL376460 shown cross hatched purple on the Plan (the "**Purple Land**"). Copies of the official copy of the register of title and the title plan for the land in title number NGL376460 can be found at exhibit "**AJ6**".
- 19.7 Part of the land in registered title number LN179751 shown cross hatched red on the Plan (the "**Red Land**") located at 52 to 60 Gower Street, London and which is known as Bonham Carter and Warwickshire House. Copies of the official copy of the register of title and the title plan for the land in title number NGL179751 can be found at exhibit "**AJ7**". These premises had previously been used by the Claimant as student halls of residence. However, these premises are vacant and in the process of being decommissioned so that the Claimant can refurbish them and bring them back into use as part of its estate. These premises are in close proximity to the building occupied by SOAS, which has been the main target of the Defendants' protest activities to date. For this reason, the Claimant reasonably believes that

the Defendants could seek to occupy these premises in the event that their Third Encampment (referred to below) is dispersed or, alternatively, as the weather becomes inclement during the autumn and winter months.

SOAS' LEASE OF PART OF THE SITE

20. It is convenient here to mention SOAS' interest in part of the Site once more. One of the buildings on the Site, which is known as the North Block, has been demised to SOAS by the Claimant. I dealt with this, in detail, at paragraphs 16 to 18 of my Earlier Statement.
21. The North Block is situated immediately adjacent to the part of the Yellow Land known as the 4th Quadrant. I mention it again in this witness statement as the Defendants' continuing trespasses on the Yellow Land have focused upon the North Block, which is where SOAS' Vice-Chancellor, Professor Adam Habib, also has offices and against whom the focus of the Defendants' protest is often directed as he is the "*face of SOAS*".

ORDINANCE 24, 'THE CODE OF PRACTICE FOR MEETINGS AND OTHER ACTIVITIES ON UNIVERSITY PREMISES'

22. I refer again to the Claimant's Ordinance 24, which is titled 'Code of Practice on Meetings or Other Activities on University Premises' (which I refer, together with the annexes thereto, as the "**Code**"), which I dealt with in paragraphs 19 to 23 of my Earlier Statement. The Code is at exhibit "**AJ5**" of that statement.
23. It is worth mentioning again that the Code was promulgated in order for the Claimant to comply with its duties under section 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 members, students and employees of the Claimant and for visiting speakers to any of the Claimant's premises, including the Land.
24. 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, to avoid public disorder and breaches of the peace. The Code sets out the procedure to be followed in respect of such meetings and activities. This 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). There are a number of Appointed Officers, of which I am one. The others are Rita Akushie (Pro Vice-Chancellor (Finance and Operations)) and Emma

Rees (Executive Director of Property and Estates). Notification under the Code may be made to any one of us.

25. As before, in these proceedings, the Claimant does not believe that any of the Defendants are its registered students.
26. I confirm that no steps have been taken by the Defendants in accordance with the Code of Practice to seek the consent of the Claimant for the activities which have been and are continuing to take place on the Yellow, Orange, and Purple Land. I return to this immediately below.

OCCUPATION OF THE ORIGINAL ENCAMPMENT ON THE CLAIMANT'S LAND WITHOUT THE CLAIMANT'S LICENCE OR CONSENT

27. In paragraphs 24 to 32 of my Earlier Statement, I explained how the Defendants had unlawfully set up a protest encampment on the 4th Quadrant. The 4th Quadrant forms part of the Land (specifically, the Yellow Land). The 4th Quadrant is an open area which has been laid to lawn.
28. By way of brief overview, however, the 4th Quadrant was first occupied by the Defendants on 6 May 2024. The 4th Quadrant – like the rest of the Land – is not subject to any leases or any other proprietary interests or occupational licences. Accordingly, there is no one, other than the Claimant, who could have given the Defendants the right to occupy the 4th Quadrant.
29. Further, the Land (including the 4th Quadrant) is not subject to any public rights of way. Rather, visitors to the 4th Quadrant (and the Land more generally) are required to comply with the Visitor Regulations promulgated by the Claimant. True copies of the Visitor Regulations are exhibited to the Earlier Statement (at exhibit "AJ6" of that statement) and appended to the Particulars of Claim in these proceedings. Regulation 15.2 of the Visitor Regulations imposes an obligation on anyone proposing to demonstrate on any part of the Claimant's land (including the Land) to notify the Claimant's Head of Hospitality and Conferencing Services at least 72 hours in advance.
30. I have already referred above (and in the Earlier Statement) to the Code, which is of particular relevance in cases of protest activity.
31. The Defendants did not comply with either the Visitor Regulations or otherwise seek the Claimant's consent pursuant to the Code before entering the 4th Quadrant, establishing the Original Encampment, and carrying out protests thereon. Accordingly, the Defendants did not have the Claimant's licence or consent to enter, or remain upon, the 4th Quadrant.

32. To cover any eventuality that the Defendants might seek to argue that they had been granted some form of express or implied licence to remain on the Claimant's land (which was not the case), the Claimant gave the Defendants notice, by a letter dated 19 July 2024 and appearing at exhibit "**AJ23**" to the Earlier Statement, that any such licence was terminated with immediate effect and that they were required to vacate the land. The Defendants failed to do so.
33. For these reasons, the establishment, and continued presence thereafter, of the Original Encampment therefore amounted to an unlawful trespass on the Claimant's land.
34. I have referred, above, to this encampment as the "Original Encampment". This is because, unfortunately, following the making of the Possession Orders by Deputy Master Rhys in the Earlier Proceedings, the Defendants unlawfully set up a second encampment (the "**Second Encampment**") on another part of the Land, followed by a third encampment (the "**Third Encampment**") on land at Byng Place outside Church of Christ the King. These further encampments are addressed in more detail below.

THE SECOND ENCAMPMENT: FURTHER OCCUPATION OF THE CLAIMANT'S LAND WITHOUT ITS LICENCE OR CONSENT

35. On 31 July 2024, the Claimant agreed with the First, Second, and Third Defendants that, although the Possession Orders provided for possession to be given to the Claimant forthwith, the Claimant would not seek to enforce the Possession Orders until after 5 August 2024. The First, Second, and Third Defendants had requested some additional time to allow them to collect and gather their belongings.
36. Thereafter, the Original Encampment dispersed, and the Defendants gave up possession of the Yellow Land without the Claimant needing to take any enforcement action. However, the Defendants immediately set up the Second Encampment on another parcel of land belonging to the Claimant at Woburn Square, London – namely, the Purple Land. The Purple Land, upon which the Second Encampment was established, was not the subject of the Possession Orders.
37. At exhibit "**AJ8**" is a Google Earth image on which has been marked in red all three of the Defendants' protest encampments. The location of the Second Encampment is marked in red with the number "2.0".
38. With regard to the Second Encampment, exhibit "**AJ9**" contains a series of images taken from the Instagram account @soasliberatedzone. The images show that the Second Encampment was set up on or around 5 August 2024 (see date contained in the fourth image

in exhibit "**AJ9**"). Other images show Persons Unknown moving from the Original Encampment, on part of the Yellow Land, to the site of the Second Encampment on the Purple Land. Please see, in particular, the fifth image (which has been taken looking towards the site of the Original Encampment), as well as the sixth and seventh images in this exhibit.

39. The Third Defendant has been circled in green in the eighth, ninth and tenth images in exhibit "**AJ9**". She is addressing the Persons Unknown at the Second Encampment. Her words appear in the images. She says as follows:

39.1 *"The first university in the UK to resist eviction by relocating ... but we are here to say"* (eighth image);

39.2 *"we are here to stay"* (ninth image); and

39.3 *"and we will continue to disrupt and escalate at SOAS"* (tenth image).

40. The eleventh image is a post which contains the words *"If they move us, we'll find a new spot ... We'll apply the snail technique (continuous spiral movement) until they go crazy!"*

41. There are a number of things I would like to say at this juncture about the statements made by the Third Defendant to the Persons Unknown who can be seen in the images of the Second Encampment and also the words in the eleventh image recited in paragraph 40. They are as follows:

41.1 Firstly, the Possession Orders which were obtained by the Claimant in the Earlier Proceedings included areas of land extending beyond the area of land occupied by the site of the Original Encampment on the 4th Quadrant. In addition to two small areas also edged yellow (upon which the Defendants had erected a gazebo and constructed a stage/dais out of wooden pallets), the Claimant also sought, and obtained, possession of the Orange Land, being the pedestrianised precinct areas of Torrington Square. Taken together, the Yellow Land and the Orange Land approximately form the shape of a crucifix.

41.2 Prior to the issue of the Earlier Proceedings, it had been anticipated that, if the Claimant restricted its claim for possession only to the Yellow Land, being the land upon which the Defendants were trespassing at that time, then the Defendants would simply decamp to another part of the Claimant's land. The Claimant reasonably believed that the Orange Land represented the most likely site for any further encampment, given that it is a relatively large open, pedestrianised area in close proximity to, and indeed contiguous with, the site of the Original Encampment. Upon the advice of the Claimant's legal advisers, the Claimant restricted its claim to possession of the Yellow Land and the Orange Land. The Claimant did

not seek a "*campus wide*" order for possession in respect of the entirety of the Land, including the Blue, Green, Red, Purple, and Aqua Lands. This was because, at that point in time, there was a concern that the Court might not have been prepared to make such a wide-reaching order.

- 41.3 However, and secondly, the Defendants' conduct following the obtention of the Possession Orders has shown that the Claimant's concerns about relocation were wholly justified. As referred to further below in this statement, the Third Defendant's statements (referred to in paragraphs 39.2 and 39.3 above, and the words in the eleventh image) have indeed been borne out, as the Defendants have stayed (whilst the Third Encampment is not on the Claimant's land, it is only a few hundred yards away) and have continued, and are continuing, "*to disrupt and escalate at SOAS*". The Defendants have shown that they will "*find a new spot*".
- 41.4 Thirdly, the geography and location of Claimant's land and, in particular, the occupation by SOAS of buildings on and around that land inevitably means that, if the Defendants are to continue their 'disruption' and 'escalation' – as is their openly stated intention – then this will inevitably result in further protest activities on the Claimant's land. I have addressed this concern in more detail at paragraph 49 below.
- 41.5 Hopefully, the above helps explain why the Court is being invited to grant relief in respect of the whole of the Land.
42. The Defendants did not take any steps to comply with either the Visitor Regulations or the Code before establishing the Second Encampment on the Purple Land. For the reasons explained above in relation to the Original Encampment, the Defendants did not have the Claimant's consent or licence to enter or remain on its land for the purpose of protesting. Hence, the establishment and, while it was in situ, the presence of the Second Encampment constituted a further continuing act of trespass by the Defendants on the Claimant's land.
43. I intimated above that the Defendants were no longer located at the Second Encampment and that in fact they were now in occupation of the Third Encampment at Byng Place. The background to that relocation is set out below.
44. When the Defendants relocated their encampment to the Purple Land and established the Second Encampment, the Claimant decided to exercise its common law remedy of self-help by instructing a firm of High Court Enforcement officers called Shergroup to attend at the Second Encampment in order to evict them. As explained above, the area of land upon

which the Second Encampment was established, the Purple Land, was not covered by the Possession Orders.

45. The final image in exhibit "**AJ9**" is an image of Shergroup attending the site of the Second Encampment on or around 7 August 2024 in order to evict the Defendants from the Purple Land. Although the Shergroup operatives managed to disperse the Second Encampment, the Defendants declined to vacate the land voluntarily. I was advised by Pinsent Masons that the use of reasonable force is permitted when exercising the remedy of self-help. The image shows the number of operatives required in order to evict one protestor who seeks to resist. For the safety of the protestor and the operatives, at least four people are required, with one to hold each limb securely in order to effect a safe removal of an individual.

THE THIRD ENCAMPMENT AT BYNG PLACE

46. After the Second Encampment was dispersed, the Defendants set up the Third Encampment in Byng Place outside the Church of Christ the King. As noted in paragraph 13, exhibit "**AJ1**" contains an image of the First, Second and Third Defendants sitting on seats at the Third Encampment. Exhibit "**AJ10**" contains further images of the Third Encampment. In particular, I would draw the Court's attention to the fourth and following images in this exhibit which are part of an Instagram video known as a "reel" in which the First and Third Defendants along with Persons Unknown can be seen. The caption to the post shown in the fourth image sets out complaints about the Claimant exercising its remedy of self-help to remove the Defendants from the Second Encampment before going on to set out the Defendants' intention to relocate to what is now the Third Encampment in order to sustain their encampment. The text confirms that the Defendants do not intend to cease their activities. It states that "*They will not stop us.*"
47. The other image is a transcript of what the Third Defendant is saying as she addresses the camera. She says: "*SOAS Liberated Zone for Gaza This morning ... we were evicted from the last location we were at ... so we relocated once again ... to show that we will continue the struggle ... we will continue to hold the University of London ... but specifically soas accountable ... for their complicity in the ongoing genocide in Gaza- ... and until divestments are made ... we will continue to fight for Palestinian liberation.*" This statement again demonstrates the Defendants' intention to continue their protest activities which will inevitably involve further unlawful trespass upon the Land of the Claimant.
48. The Claimant believes that the land upon which the Defendants have set up the Third Encampment belongs to the local authority, the London Borough of Camden ("**Camden**"). At present, the Claimant does not know what Camden's planned response to the Third Encampment is.

49. The Third Encampment is adjacent to the Land. At present, the Defendants are, essentially, using the Third Encampment as a "base" from which to organise and mobilise protests on the Claimant's adjacent land. As set out above, the Defendants' protests are directed at SOAS, and typically take place outside premises occupied by SOAS, such as the Paul Webley Wing (which is known as the North Block). Not only do the Defendants, almost inevitably, have to enter upon land belonging to the Claimant in order to gain access to these buildings, but the external areas of these buildings are not demised to SOAS and, instead, form part of the Land. Hence, any protests by the Defendants which have been – or will be – staged outside buildings occupied by SOAS have involved, and will involve, an unlawful trespass upon land belonging to the Claimant.

ACTIVITIES AND INCIDENTS FOLLOWING THE SETTING UP OF THE THIRD ENCAMPMENT BY THE DEFENDANTS

50. As set out immediately above, although the Third Encampment is not located on the Claimant's land, the Defendants' protests activities are not confined to the Third Encampment itself. Rather, in the period since the Third Encampment was established, the Defendants have carried out a number of trespassory protests on the Claimant's land.
51. Exhibit "**AJ11**" contains images of activities and incidents which have occurred on the Claimant's land since the Second Encampment was dispersed and the Defendants set up the Third Encampment on Byng Place.
52. The images are primarily screenshots of footage recorded by the body cameras worn by the security personnel of the Claimant. They have been arranged in chronological order in the exhibit and are accompanied by a narrative which explains what can be seen in the image. I have sought to summarise the activities of the Defendants which are shown in those images in the paragraphs below.
53. Some of those images show the fencing erected by the Claimant around the site of the Original Encampment on the 4th Quadrant and around the site of the Second Encampment which had been located on part of Woburn Square. It is hoped that the fencing deters the Defendants from returning to the fenced-off parts of the Land in the event that they are evicted from the Third Encampment by Camden.
54. As the Land consists only of those areas in respect of which the Claimant has an immediate right to possession (and has not therefore demised to another institution), the Land consists mainly of parcels of open land, which are interspersed by various buildings. By the last 11 images in exhibit "**AJ11**", the Claimant has sought to give a virtual walking tour of that part of

the Land which is currently the main focus of the Defendants' protest activities and unlawful acts of trespass upon the Claimant's Land, namely the Orange Land.

55. However, and for the avoidance of doubt, it would not be practicable to fence off completely or otherwise secure the Land and/or install security permanently at all the entrances and exits.
- 55.1 In the first place, the images in the virtual tour show that there are already a number of gates allowing access and egress to these parts of the Land. However, the Claimant, SOAS, and Birkbeck all have premises on these parts of the Site. Accordingly, there are large numbers of people who require daily access to these areas for the entirely lawful purposes of, for example, work, study, and attendance at events (such as conferences). If, for example, additional fencing was erected and security guards were required to check visitor IDs and/or enquire as to the purpose of their visit, then this would create unworkable delays and congestion, which would be a particular problem for students and academic staff members seeking to gain access to adjacent buildings for, say, lectures and other classes.
- 55.2 Secondly, it is likely that maintaining this degree of security presence would prove disproportionately expensive. Mr Glenn Marree is the Claimant's Director of Facilities Management, and part of his role involves the oversight of matters such as security and the budget for the same. He has advised me that, if the Claimant were to arrange for the two main entrances to Torrington Square from Malet Street and Thornhaugh Street respectively to be, effectively, manned around the clock, then this would most likely require 8 full-time personnel to be employed by the Claimant. Based on market rates for security services and the 12-hour shift patterns worked by those in the security shifts that we run for a 48-hour week, it is likely that this would cost around £50,000 per annum per security guard, equating to some £400,000 per annum. The Claimant is a charity whose main function is the provision of higher education and higher education facilities. If the continuing and threatened unlawful actions of the Defendants are not restrained by this Court, the Claimant would therefore have to expend a very significant sum of money, £400,000 per annum, in order to secure just two points of access onto the Land.
56. Other images show a number of the Defendants on the Orange Land outside premises occupied by SOAS. I should add that these are a selection of images as this sort of transient protest action occurs very frequently, and often daily. Where these protests take place, the Defendants typically remain outside those premises, beating a drum and shouting slogans. These slogans typically involve berating SOAS' involvement and investments in Israeli entities, as well as Professor Adam Habib, the Vice-Chancellor of SOAS..

57. There is also a series of images showing the First, Second and Third Defendants on a raised part of Torrington Square, being the Orange Land, which they use in a manner akin to speakers or protestors at Speaker's Corner in Hyde Park. They address those passing by using a megaphone.
58. Exhibit "**AJ12**" contains images from the Instagram account for the SLZG. It contains advertisements for protest activities with which the Defendants are involved and in which they have encouraged and continue to encourage others to participate. It is clear from these images that participation in the planned events inevitably involves trespass upon the Claimant's land. For example, there are a number of images relating to a protest which took place on 5 September 2024 during SOAS graduation ceremonies. This protest caused disruption to these ceremonies. Although the graduation ceremonies were taking place within premises demised to SOAS and other premises, the Defendants' protest took place outside these buildings on the Claimant's land – specifically, the raised area of Torrington Square outside the North Block, which forms part of the Orange Land. In these images, the First, Second, and Third Defendants can be seen, along with Persons Unknown.
59. A further protest took place on 27 September 2024. This mass protest was scheduled to coincide with SOAS' Freshers' Fayre for its new intake of students at the beginning of the 2024/2025 academic year. However, due to fears of what might occur during the protest and in order to reduce the risk of confrontation, SOAS cancelled its Freshers' Fayre.
60. The advertisements for this mass protest appear in exhibit "**AJ12**". The mass protest took place notwithstanding SOAS' cancellation of its Freshers' Fayre and took place on the Orange Land of the Claimant. None of the Defendants sought the Claimant's permission or consent to hold this protest upon the Land (whether pursuant to the Code, the Visitor Regulations or otherwise), such that this constituted an unlawful trespass. The first image of the mass protest on 27 September 2024 which appears in exhibit "**AJ12**" states ominously and presciently that the protest is the "*First protest of the academic year!*". The speaker addressing the protestors with a megaphone is standing on the raised part of the Orange Land.
61. The second, third and fourth images of the mass protest on 27 September 2024 are screenshots from a video. I apologise for the fact that, as the camera was being panned by one of the Defendants rather quickly, the images are not crystal clear. However, the second image shows a large number of Persons Unknown trespassing upon Torrington Square which is part of the Orange Land. The fencing erected by the Claimant, which I have referred to above, can be seen behind them. The North Block is also visible.

62. The third image shows more Persons Unknown trespassing on the Orange Land. The building in the background of this image is the SOAS Brunei Gallery, which is adjacent to the 4th Quadrant. The SOAS Brunei Gallery is demised to SOAS by the Claimant. The fourth image shows yet more Persons Unknown taking part in the mass protest on 27 September 2024. They are outside the SOAS library which is another set of premises let on a lease by the Claimant to SOAS.
63. Exhibit "**AJ12**" also contains images of an advertisement for a protest event which took place on Thursday 3 October 2024. The location of the protest was not advertised as being Byng Place (the location of the Third Encampment), but rather the "*SOAS Campus*". The images accompanying the advertisement which was in the form of a video includes images of the First, Second, and Third Defendants each addressing Persons Unknown from the raised part of the Orange Land at a protest prior to 3 October 2024. Again, the Claimant's consent to the protest on 3 October 2024 was not sought by any of the Defendants. The protest event hence involved another unlawful trespass upon the Orange Land.
64. I have already referred, above, to the Democratise Education Protests. On 2 October 2024, the Instagram accounts @soasliberatedzone and @democratise.education co-authored a collaborative post advertising the protest event on 3 October 2024. The "reel" advertising the protest bears a badge in the top-left corner which states, "Democratise Education End SOAS Repression". It is not clear when this footage advertising the 3 October 2024 protest was recorded, but I assume that it was recorded during the mass protest on 27 September 2024. This protest event was not directly related to SLZG's "*Boycott, Divestment, and Sanctions*" protest; rather, the main focus of this event appears to have been on an allied movement or cause, namely protesting SOAS' stance in relation to freedom of speech, its dismissal of student union representatives (of which the First Defendant was one), and lobbying for the dropping of disciplinary action against its students taking part in the SLZG Protests. It will be recalled from paragraph 15, above, that the First Defendant has been expelled as a student of SOAS, and that the Second and Third Defendants have been suspended whilst under an investigation by SOAS.
65. Exhibit "**AJ12**" also contains an image advertising a protest which took place on Saturday 5 October 2024. The second image of the advertisement is of the meeting point on Byng Place, the location of the Third Encampment. It is noteworthy how close this meeting point is to the Orange Land. The organisers of this protest event had issued a warning to those proposing to attend the event that there was to be a "*HEAVY POLICE PRESENCE, PLEASE BE CAUTIOUS*".

66. Exhibit "**AJ12**" also includes a photograph of the protest march which took place on 5 October 2024. This is a screenshot of an Instagram "reel" published by an Instagram account for an organisation calling itself "*Birkbeck for Palestine*". Circled in red is a banner of the SLZG which suggests that some or all of the Defendants took part in this march. Banners from Goldsmiths, University of London and Portsmouth University can also be seen.
67. The sign on the building pictured in the background, which has been circled in yellow and reads "*Birkbeck College Clore Management Centre*", confirms that the protest march had just set off from the Third Encampment on Byng Place (a clearer photograph of the sign is included in Exhibit "**AJ12**"). This building is located on the Site, adjacent to the Orange Land. Hence, all of the persons shown in the image of this protest march are Persons Unknown who were unlawfully trespassing on the Orange Land.
68. The final images in exhibit "**AJ12**" are of an advertisement for a rally on 10 October 2024 which was scheduled to begin at 12.30pm. That rally took place as the following three images are of Persons Unknown attending that rally. The "*infamous steps*" to which reference is made in the caption to these three images can be seen in the last of those three images. Those steps in fact form part of the land and buildings which are let to SOAS by the Claimant and which house SOAS' library. The Persons Unknown who can be seen in the other two images are standing on Torrington Square which is part of the Orange Land. Those Persons Unknown were therefore trespassing upon the Claimant's Land when they were taking part in the rally on 10 October 2024.
69. The chronological account above indicates that the frequency of the Defendants' protest activities appears to be increasing. This is entirely consistent with the Defendants' avowed and openly stated intentions. It also appears that the Defendants do not have any intention of seeking the Claimant's permission or consent to carry out their protest activities on the Land. The Defendants have acted in total disregard of the Claimant's ownership of, and rights in and over, the Land. Their protest activities on the Land constitute an unlawful trespass. It is clear that unless the Court is persuaded and willing to grant the relief sought by the Claimant, the Defendants will continue to behave in this unlawful manner.
70. Indeed, this Defendants' defiant stance can be seen from the numerous posts published by the Instagram account @soasliberatedzone, which is operated by some or all of the Defendants, since the Third Encampment was established. For example:
- 70.1 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'*. Images of the speaker can be seen in the first, second, and third images for 11 August 2024 in exhibit "**AJ11**" and the caption to the post can be seen in the fourth image.

- 70.2 On 18 August 2024, the account published a video, featuring the First, Second, and Third Defendants, of a protest outside the London offices of The Guardian in London which took place the day before, 17 August 2024. 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'*. The First, Second and Third Defendants appear in the first image for 17 August 2024 in exhibit "**AJ11**". The second image for that date is a screenshot of the Defendant as she speaks the words which are transcribed above.
- 70.3 On 27 September 2024, the account published a video of the mass protest which had taken place that day, accompanied by a caption which stated that *'we will not stop until SOAS STOPS THE COMPLICITY. Come and join us'*. Please see the second image of the images for 27 September 2024 contained in exhibit "**AJ12**".
71. As with the images in exhibit "**AJ11**", those in exhibit "**AJ12**" have been placed in chronological order and are accompanied by a written narrative.

ISSUES WHICH HAVE BEEN CAUSED BY THE ACTIVITIES AND INCIDENTS INVOLVING THE DEFENDANTS

72. In paragraphs 35 to 45 of my Earlier Statement I had set details of a number of serious issues which the actions of the Defendants had caused as a result of their trespass upon the land of the Claimant, including, briefly:
- 72.1 instances of fear, intimidation, physical assault and criminal damage, such as persons being wary of visiting the SOAS Brunei Gallery because of an altercation with the Defendants, a physical assault on a security guard, and graffiti applied to the pavement of the Orange Land and the walls of the North Block;
- 72.2 concerns over health and safety matters, as the Original Encampment was blocking a fire escape route, the Original Encampment did not have any sanitation facilities, and the occupants of the Original Encampment were using open flames on cooking appliances in the vicinity of the tents and other flammable materials;

- 72.3 additional cleaning costs (at that time, £4,500) associated with the removal of graffiti; and
- 72.4 increased security costs (at that time, just under £50,000).
73. As the Third Encampment is not located on the Claimant's land, these issues are not, at present, ongoing. However, the Claimant is concerned that, if a further encampment were to be established on the Claimant's land, then it is likely that these issues would reoccur.
74. Further, notwithstanding that the Third Encampment is located on land belonging to Camden, the Claimant continues to suffer loss and harm by reason of the Defendants' continuing trespassory protests. At present, the main issue is the loss of time and resources engendered by the diversion of the Claimant's staff (including its in-house legal team, its facilities management and security teams, and its senior management team and operational staff) away from their day-to-day responsibilities to reviewing, considering, containing, and planning for the Defendants' repeated acts of trespass.
75. In addition to the above, the Claimant is continuing to incur significant costs in connection with securing the Land as best it can against the unlawful actions of the Defendants. To date, the Claimant has incurred additional costs in the sum of £156,863.70.
76. Invoices from London Security Services (UK) Limited ("**LSS**") in the total sum of £38,784.90 and Shergroup in the sum of £118,078.80 appear in exhibit "**AJ14**". LSS are an external supplier of security services to the Claimant. LSS have been providing services in the form of additional security personnel since the establishment of the Original Encampment. Shergroup has assisted the Claimant in evicting the Defendants from their Second Encampment using the common law remedy of self-help. Further, following the dispersal of the Second Encampment, Shergroup also provided additional security services to supplement the Claimant's own security team. As noted in paragraph 55.2, the Claimant is a charity whose main function is the provision of higher education and higher education facilities. The Claimant can ill afford the significant expenditure that it is being forced to incur on additional security measures to deal with the continuing unlawful acts of trespass of the Defendants.
77. Exhibit "**AJ14**" also includes an invoice dated 30 September 2024 from Cam Specialist Support Limited in the sum of £1,818.60 for work that company carried out in removing graffiti from the paved area in Torrington Square (the Orange Land) in August 2024 after the Defendants had given up occupation of the Original Encampment following the making of the Possession Orders.
78. The protest activities of the Defendants involving as they do on each occasion a trespass upon the Claimant's land do give cause for concern that they will interfere with events of third

parties who are permitted to use parts of the Claimant's Land. The following are examples of those who are permitted to use parts of the Claimant's Land:

- 78.1 The Bloomsbury Farmers' Market is held every Thursday between 9.00am and 2.00pm on Torrington Square (this is the Orange Land) with stall holders, students and employees of the universities in the vicinity such as SOAS and Birkbeck, and members of the public visiting the market.
- 78.2 The Metropolitan Police (the "**Police**") has a long-term booking of 18 conference rooms in both Senate House and Stewart House which are located on the Site. This means that members of the Police will be accessing the Land to attend training events on the Site on regular occasions between now and at least 28 March 2025, with the force currently negotiating a further contract until 19 December 2025.
79. It is difficult to say with precision just how many people enter onto the Land lawfully on a daily basis. They could easily number thousands of people every weekday. It is likely that, on a daily basis during the week, there could be as many as 500 members of the Police attending the training events referred to in paragraph 78.2 above. In addition, visitors to the buildings used by the Claimant on the Land could exceed 1,100 on a daily basis. The latter figure includes staff members, students, and other third parties (the Claimant's Deputy Librarian, Pete Williams, has advised me that there were 538 daily visits to Senate House Library between 1 August 2023 and 31 July 2024). This is likely to be a conservative estimate as it does not include those visiting, for example, the farmers' market referred to in paragraph 78.1 or those who are visiting other institutions who occupy premises on the Land (e.g. SOAS and Birkbeck). The protest activities of the Defendants, involving as they do an unlawful trespass upon the Land, have the capacity to bring into conflict the Defendants and those lawfully visiting the Land.

THE CLAIMANT'S DECISION TO BRING THESE PROCEEDINGS

80. In paragraph 33 of my Earlier Statement, I referred to the Claimant's business continuity plan and, in paragraphs 49 to 52 of that statement, I set out details of the Claimant's decision-making process by which it took the decision to issue the Earlier Proceedings.
81. Meetings of the Gold team were convened to consider the relevant facts and matters relating to the continued trespass upon the Claimant's land by the Defendants despite the Possession Orders. Having considered those facts and matters the Gold team resolved to give the relevant authority to bring these proceedings against the Defendants. Exhibit "**AJ13**" contains a copy of the minutes giving authority to bring these proceedings.

ATTEMPTS TO IDENTIFY THE DEFENDANTS

82. The Claimant is cognisant of its obligation to attempt to identify persons unknown who are trespassing upon its land and, to this end, I consider that it has used reasonable endeavours to do so.
83. I set out, at paragraphs 53 to 59 of my Earlier Statement, how the Claimant had attempted to identify the defendants to the Earlier Proceedings were set out in. I consider that those reasons were equally applicable when considering whether the Claimant was able to identify those who should be defendants to these proceedings. The conclusions arrived at on this occasion were not different. It is only the identities of the First, Second and Third Defendants which are known to the Claimant.

THE RELIEF SOUGHT BY THE CLAIMANT: THE RISK OF CONTINUING TRESPASS ON THE CLAIMANT'S LAND TO FURTHER THE DEFENDANTS' PROTEST ACTIVITIES AND RELOCATION OF THE THIRD ENCAMPMENT TO THE LAND IF IT IS DISPERSED

84. The Claimant is concerned that, without the grant by the Court of the relief that is being sought, there is a real and imminent risk that the Defendants will continue to trespass upon the Claimant's land in the furtherance of their protest. The Claimant is also concerned that there is a real and imminent risk that, if the Third Encampment were to be dispersed (whether by Camden or otherwise) or were otherwise to become unsuitable (because of, say, size constraints), then the Defendants will simply decamp and set up a further encampment on part of the Land belonging to the Claimant, particularly the grassy areas of Gordon Square (the Blue Land) and Malet Street Gardens (the Green Land).
85. There is a compelling need for precautionary injunctive relief. The Defendants have – vocally and openly – stated their intention to continue with their protest activity until SOAS accedes to their demands in respect of boycotting, divestment, and sanctions. They have already relocated their encampment twice and have made clear that they do not plan on leaving voluntarily. The Defendants have also posted rallying cries to the SLZG Instagram account, encouraging third parties to join their protests. Put simply, the Defendants' stance can best be described as defiant.
86. Despite the Claimant's attempts to prevent trespassory protests by erecting fencing and instructing additional security personnel, the SLZG Protests have continued, and the Democratise Education Protests have commenced. Indeed, the former appear to be increasing in frequency.

87. Further, the Claimant would suffer irreparable harm if these trespassory protests were to continue unrestrained and/or if a further encampment(s) were to be established on its land. At paragraphs 72 to 79 above, I have summarised the serious issues which the Claimant has been facing as a result of the Defendants' protest activity. The harm caused by these issues cannot be adequately compensated in money. For example:
- 87.1 The Defendants' protests have, to date, had a significant adverse impact on the student experience for the Claimants' students and/or students at other institutions, including those institutions which are the Claimant's tenants. As set out above, the Defendants disrupted SOAS graduation ceremonies in early September 2024, and the mass protest on 27 September 2024 forced SOAS to cancel its Freshers' Fayre. The Claimant cannot recover damages in respect of this intangible, non-pecuniary harm suffered by third parties.
- 87.2 The protests have, previously, led to violence and anti-social and other intimidating behaviour. By reason of the same, 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 another instance of a non-pecuniary harm for which the Claimant cannot be compensated in money, and the Claimant is anxious to ensure the safety of its staff.
- 87.3 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.
- 87.4 There is also a real risk of reputational harm, given that the buildings on the Claimant's land are used by both the Claimant itself and by third parties for hosting various events, such as conferences and summer schools. The Claimant reasonably believes that, if the protests were to continue and/or a further encampment were to be established on the Land, then there is a real risk of those who have already placed bookings being persuaded to cancel them or, alternatively, delegates or invitees may choose not to attend any events which do take place.
- 87.5 Since 6 May 2024, the Claimant has incurred significant additional costs associated with security and cleaning as a result of the protests. The Claimant is a provider of higher education and necessarily operates within stretched budgetary constraints. Despite this, the Claimant has been forced to divert its finite resources to responding to the protests. If this continues, this will inevitably have an adverse impact on the Claimant's available budget for student and/or staff services, something which would be likely to have a knock-on effect on both the student experience and the Claimant's reputation and standing.

UNDERTAKING IN DAMAGES

88. If the Court is minded to grant a precautionary interim injunction, then the Claimant is prepared to give an undertaking in the following terms: the Claimant will comply with any order for compensation which the Court might make in the event that the Court later finds that the interim injunction has caused loss to a Defendant and the Court finds that the Defendant ought to be compensated for that loss. I confirm that I have the requisite power and authority to provide this undertaking on behalf of the Claimant should the Court require such an undertaking to be given if it is minded to grant the relief sought by the Claimant.

CONCLUSION

89. In light of the contents of my witness statement and the evidence contained within it, I respectfully invite the Court to grant the relief that it is seeking in respect of the Land shown on the Plan.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true. I understand 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.

Name: Alistair Jarvis

Date: 11 October 2024

Signature:

A handwritten signature in black ink, appearing to be 'A. Jarvis', written in a cursive style.

Pro Vice-Chancellor (Partnerships and Governance) of the Claimant, the University of London

SCHEDULE 1 – THE LAND

The Land is shown on the plan at Exhibit "AJ2" (the "**Plan**") which comprises the following parcels of land:

1. Those parts of title number 325806 which are shown shaded yellow, hatched yellow and cross 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.

Witness: Alistair Jarvis
Filed on behalf of the Claimant.
Number of witness statement: First
Date: 25 July 2024
Exhibits: "AJ1" to "AJ29"

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
PROPERTY TRUSTS AND PROBATE LIST (CHD)

CLAIM NO:

B E T W E E N:-

UNIVERSITY OF LONDON

Claimant

-and-

- (1) ABEL HARVIE-CLARK**
- (2) TARA MANN**
- (3) HAYA ADAM**
- (4) ADAM PARKER**
- (5) SHEIKH IBRAHIM**
- (6) PERSONS UNKNOWN**

Defendants

WITNESS STATEMENT OF ALISTAIR JARVIS

I, Alistair Jarvis, CBE, of University of London, Senate House, Malet Street, London WC1E 7HU, WILL SAY AS FOLLOWS:

- 1. I am the Pro Vice-Chancellor (Partnerships and Governance) of the University of London (the “**Claimant**”). I was appointed to this post in June 2022. As such, I am a member of the Claimant’s senior executive team which numbers five people in total. My responsibilities include governance, communications, fundraising, marketing, legal, student recruitment, inclusion, regulatory compliance, quality assurance and supporting partnerships with University of London federation members.
- 2. I am duly authorised by and make this statement in support of the Claimant in its claim for an order for possession against the Defendants of the Land (as defined at paragraph 15 below). The circumstances of the Defendants’ occupation of the Land are described from paragraph 24 onwards below. Unless stated otherwise the facts and matters set out in this witness

Witness: Alistair Jarvis
 Filed on behalf of the Claimant.
 Number of witness statement: First
 Date: 25 July 2024
 Exhibits: "AJ1" to "AJ29"

statement are within my knowledge and I believe them to be true. Where any facts or matters are not within my own knowledge, the source of the information is identified and those facts and matters are true to the best of my knowledge and belief.

3. This witness statement has been prepared by the Claimant's solicitors, Pinsent Masons LLP ("**Pinsent Masons**"), following video conferences with me on 18 and 23 July 2024 in order to deal with my instructions to them about this matter and this witness statement.
4. There is now produced and shown to me marked as **Exhibits "AJ1" -"AJ29"** a bundle of true copy documents to which I refer in the course of this witness statement:

EXHIBIT	DOCUMENT DESCRIPTION	DATE	PAGE(S) OF EXHIBITS
"AJ1"	Official copy of the register of title and the title plan for the Site	01.07.24	1-10
"AJ2"	Plan showing the Land, being the Yellow Land and the Orange Land	Undated	11-12
"AJ3"	Lease of the North Block	21.03.13	13-94
"AJ4"	Official copy of the register of title and the title plan for the North Block	02.07.24	95-100
"AJ5"	Ordinance 24 and the Code of Practice	15.02.2019 and 06.02.20	101-109
"AJ6"	Visitor Regulations	08.03.19	110-115
"AJ7"	Images of the Encampment	Various dates in May, June and July 2024	116-121
"AJ8"	Images of the 4 th Quadrant which is part of the Yellow Land	18.07.24	122-127

Witness: Alistair Jarvis
 Filed on behalf of the Claimant.
 Number of witness statement: First
 Date: 25 July 2024
 Exhibits: "AJ1" to "AJ29"

"AJ9"	Image of the SOAS BDS Demands	Undated	128-129
"AJ10"	Posts on "X" supporting the Encampment	06.05.24 and 13.05.24	130-134
"AJ11"	Images of the leaflet drop	17.05.24	135-140
"AJ12"	Images of the harassment of Professor Adam Habib	22.05.24 and 23.05.24	141-142
"AJ13"	Images of the disruption of the meeting of the Board of Trustees of SOAS	27.05.24	143-146
"AJ14"	Image of the physical assault	04.06.24	147-148
"AJ15"	Images of graffiti	Various dates since 06.05.24	149-153
"AJ16"	Police arrests	09.07.24	154-156
"AJ17"	Emails regarding fear and intimidation	12.06.24 and 17.06.24	157-161
"AJ18"	Email regarding graffiti	21.06.24	162-163
"AJ19"	Risk assessment	15.05.24	164-172
"AJ20"	Information regarding additional costs and copy invoices	Various dates	173-182
"AJ21"	Email and images of graffiti applied to pavement	15.06.24 and 29.06.24	183-185
"AJ22"	Notice issued by the Claimant	13.06.24	186-187

Witness: Alistair Jarvis
 Filed on behalf of the Claimant.
 Number of witness statement: First
 Date: 25 July 2024
 Exhibits: "AJ1" to "AJ29"

"AJ23"	Letter from the Claimant's solicitors to the Defendants	23.07.24	188-190
"AJ24"	Minutes of the Silver team meeting	19.07.24	191-196
"AJ25"	Gold team email accepting Silver team's recommendation and decision to act	22.07.24	197-198
"AJ26"	"X" post and document regarding expulsion of the First Defendant	10.07.24	199-205
"AJ27"	Image and flyer	Undated	206-208
"AJ28"	Aerial image showing approximate area of the precinct area where the teach-out took place	Undated	209-210
"AJ29"	Images of the Land	22.07.24	211-214

The Court is asked to note that the Claimant has redacted part of some of the exhibits referred to in the table above. It has done so because of its duties in connection with the protection of data in respect of the personal information of individuals. The following have been redacted:

- The faces of individuals appearing in images which were considered to be sufficiently clear to enable those individuals to be identified from the image;
- The profile pictures and social media addresses of those individuals whose social media posts appear as part of any of the exhibits; and
- The names and email addresses and other identifying details of individuals in the emails contained in any of the exhibits

Clean, unredacted copies of the exhibits will be made available at any hearing or trial in connection with the Claimant's claim and will be made available to the Defendants if the Court considers that the interests of justice so require.

THE FEDERATION OF LONDON UNIVERSITIES

5. I mentioned "federation members" in paragraph 1 of this witness statement. This is a reference to the 17 higher education institutions which collaborate as members of a federation (the

"Federation"). Members of the Federation include Birkbeck, University of London (**"Birkbeck"**), Goldsmiths, University of London (**"Goldsmiths"**), King's College London (**"King's"**), London School of Economics and Political Science (**"LSE"**), Queen Mary University of London (**"QMUL"**), SOAS, University of London (the School of Oriental and African Studies) (**"SOAS"**), and University College London (**"UCL"**).

6. I wish to clarify for the benefit of the Court that the Claimant and the other members of the Federation are each higher education institutions in their own right. Each is a distinct and separate legal entity. Each has its own body of students, academic staff and other employees, rules of governance, offerings of further education courses, and property portfolios which they either own freehold or occupy as tenants. Further, each of them is registered separately with the Office for Students as a higher education provider. Using the example of SOAS, it received its Royal Charter as a college in 1916, whereas the Claimant received its degree awarding powers in its fourth Royal Charter in 1863, having been first incorporated under a Royal Charter of 1836. The Vice-Chancellor of SOAS is Professor Adam Habib. The Claimant is an exempt charity and is registered at Companies House under company number RC000661. SOAS is also an exempt charity and is registered at Companies House under company number RC000541.
7. As Goldsmiths, King's, LSE, QMUL and UCL are also members of the Federation, I am aware that these institutions have also had problems similar to those which the Claimant is experiencing presently and which I describe further below in my witness statement. They have had encampments of student and other protestors unlawfully occupying part or parts of their respective campus premises. In the case of LSE and QMUL, those institutions took proceedings against the protestors and obtained possession orders against them.
8. In the case of LSE, an interim possession order was obtained on 14 June 2024, with a final order for possession being made on 28 June 2024. In the case of QMUL, a possession order was obtained on 10 July 2024.
9. With regard to UCL, its President and Provost, Dr Michael Spence, published a statement on UCL's website on 15 July 2024 in which he stated that he advised the protestors on UCL's campus premises that UCL was going to apply to the court for an order for possession against them if they did not vacate UCL's campus premises of their own volition.
10. The protests experienced by Goldsmiths included the occupation by students of the Professor Stuart Hall building for five weeks, with the occupation expanding to a library on campus. Goldsmiths resolved the issues with the protestors without the need to issue court proceedings.

Witness: Alistair Jarvis
 Filed on behalf of the Claimant.
 Number of witness statement: First
 Date: 25 July 2024
 Exhibits: "AJ1" to "AJ29"

11. With regard to King's, students launched an encampment on King's campus on 13 May 2024 making similar demands to those being made by SOAS to which I refer further in this witness statement below. As far as I am aware, the protest at King's is continuing and proceedings have not yet been issued.
12. The Federation of which the Claimant and SOAS are part is of relevance because whilst the Defendants are occupying the Land of the Claimant in circumstances in which the Claimant has never given them any permission to do so, it is not believed that any of the Defendants are enrolled as students of the Claimant itself or that any of them are members of the academic team or other staff employed by the Claimant. Rather, it is believed, for the reasons set out further below, that the persons unknown are in all probability either students of SOAS, students of other higher education institutions, or third parties who are not students but who have joined the protest described further below.

THE CLAIMANT'S INTEREST IN THE LAND

13. The Claimant is the freehold proprietor of the parcels of land registered at HM Land Registry Title under title number 325806 (the "**Site**"). Copies of the official copy of the register of title and the title plan for the Site can be found at **Exhibit "AJ1"**.
14. I have been referred to the plan at **Exhibit "AJ2"** (the "**Plan**") prepared by Pinsent Masons which shows the whole of the Site edged blue, with the areas subject to the other leasehold occupational interests shown thereon.
15. Those parts of the Site in respect of which the Claimant is asking the Court to grant a possession order in these proceedings are the "**Orange Land**" and the "**Yellow Land**" (together, the "**Land**"). The Land excludes all of the areas which are the subject of other occupational interests. The Land comprises the following areas of the Site:
 - 15.1 The Orange Land comprising a pedestrianised precinct area of the Site which is shown edged and cross-hatched orange on the Plan; and
 - 15.2 The Yellow Land which comprises the three areas of the Site as follows:
 - 15.2.1 The 4th Quadrant which is an area higher than the pedestrianised precinct area in front of it and which is separated from it by a low wall. The 4th Quadrant is laid mostly to lawn and is shown edged and cross-hatched yellow on the Plan;
 - 15.2.2 Part of the pedestrianised precinct area of the Site immediately in front of the 4th Quadrant. This area of the Land is shown shaded yellow on the Plan. The

Defendants have brought on to this area a stage/dais constructed of wooden pallets (see the wooden pallets towards the top right hand corner of the image contained in **Exhibit "AJ14"** and also the wooden pallets in the first and second images of 22 July 2024 in **Exhibit "AJ29"** some of which have sides which are coloured blue), an access ramp of wooden construction (see the third and fourth images in **Exhibit "AJ10"**), and a blue coloured gazebo (see the blue coloured gazebo towards the left hand side of the first image of 22 July 2024 in **Exhibit "AJ29"**).

- 15.2.3 Part of the pedestrianised precinct area of the Site opposite the 4th Quadrant on which the Defendants have erected a white and black coloured gazebo (see the first image in **Exhibit "AJ21"** and the third image of 22 July 2024 in **Exhibit "AJ29"**). This area of land is shown edged and hatched yellow on the Plan.

SOAS'S LEASE OF PART OF THE PROPERTY

16. It is convenient here to mention SOAS's interest in part of the Site. I believe that this interest helps to explain why the Land has been chosen as the location for the protest activities referred to below.
17. Part of the Site includes the Paul Webley Wing, North Block of Senate House ("**North Block**"). A lease of the North Block was granted to SOAS by the Claimant on 21 March 2013 (the "**Lease**"). The lease is for a term of 99 years which expires on 20 March 2112. A true copy of the Lease appears at **Exhibit "AJ3"**. **Exhibit "AJ4"** contains true copies of the official copy of the register of title and the plan in respect of the Lease which is registered at HM Land Registry under title number NGL933666.
18. The Court is asked to note at this stage that the Lease does not demise to SOAS any of the external and load-bearing walls and columns of the North Block.

ORDINANCE 24 AND THE CODE OF PRACTICE FOR MEETINGS AND OTHER ACTIVITIES ON ITS PREMISES

19. I think that it is also convenient at this juncture to refer to the Claimant's Ordinance 24 and its Code of Practice for meetings and other activities on the Site and other premises that it owns or occupies. A true copy of Ordinance 24 and the Code of Practice appear at **Exhibit "AJ5"**.
20. As noted in paragraph 1.1 of Ordinance 24 and the Code of Practice, this ordinance and the Code of Practice were promulgated in order for the Claimant to comply with its duties under section 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 members, students

and employees of the Claimant and for visiting speakers to any of the Claimant's premises, including the Land which forms part of the Site. The Claimant also has obligations, as set out at paragraph 3 of Ordinance 24 and the Code of Practice to secure participants' safety, to avoid public disorder and breaches of the peace, and to avoid transgressions against lawful freedom of speech.

21. As set out below, the Claimant does not believe that any of the Defendants are its registered students. However, it is important to note for the purposes of this summary hearing that the Claimant has in any event applied Ordinance 24 and the Code of Practice to the Encampment and the activities thereon, these being activities which would fall within its ambit. Ordinance 24 and the Code of Practice apply to meetings and other activities held on the Claimant's premises, including the Land, where there is a real risk of the Claimant not being able to carry out its legal obligations, including those legal obligations to, amongst other things, secure participants' safety and avoid public order and breaches. Annex 1 to Ordinance 24 sets out the procedure to be followed in respect of such meetings. By virtue of paragraph 2, any person who believes that a meeting might fall within the terms of Ordinance 24 must inform the appointed officer immediately, so that the appointing officer can contact and liaise with the principal organiser. Likewise, by virtue of paragraph 8, the organisers themselves are under an obligation to give notice to the appointed officer, containing certain prescribed information, where they have grounds for believing that Ordinance 24 applies.
22. This procedure allows the Claimant, amongst other things, to carry out a risk assessment in relation to the specific meeting or activity. The Claimant may either grant or refuse permission, and may make any permission subject to conditions, for example the provision of additional staff or security. Accordingly, in this case, the Code of Practice should have been followed by the Defendants in order to seek the prior permission and consent of the Claimant for the Defendants' activities to be conducted on the Land.
23. I confirm that no steps have been taken in accordance with the Code of Practice to seek the consent of the Claimant for the activities which are taking place on the Land.

OCCUPATION OF THE LAND WITHOUT THE CLAIMANT'S LICENCE OR CONSENT

24. The principal area of the Land which was first occupied by the Defendants was the area of the Land known as the 4th Quadrant. That area of the Land is part of the Yellow Land and as noted in paragraph 15.2.1 is shown edged and cross-hatched yellow on the Plan.
25. The 4th Quadrant was first occupied by the Defendants on 6 May 2024. The Defendants remain in occupation of all of the Yellow Land as at the date of the making of this witness

statement and, as will be seen later in this witness statement, the Defendants' avowed intention is to remain in occupation of at least the Yellow Land until well into 2025. The Defendants are occupying the Yellow Land without the licence or consent of the Claimant, whether express or implied. The Land is not subject to any public rights of way. Any visitors to the Land are required to comply with the regulations promulgated by the Claimant (the **"Visitor Regulations"**). A true copy of the Visitor Regulations is at **Exhibit "AJ6"**. Regulation 15.2 of the Visitor Regulations imposes an obligation on anyone proposing to demonstrate on any part of the Land to notify the Head of Hospitality and Conferencing Services at least 72 hours in advance. The Defendants have not complied with this obligation at all.

26. The Claimant has a closed-circuit television (**"CCTV"**) system in operation on the Site. One such camera in the CCTV system overlooks the 4th Quadrant where what can best be described as a "protest encampment" has been established by the Defendants (the **"Encampment"**). A series of images obtained from this CCTV camera form **Exhibit "AJ7"**. They show how the 4th Quadrant has been occupied by the Defendants with their tents and other items and materials and how its composition has changed over time. These images are dated 7, 12, 20, 24 and 31 May 2024 and 6 June 2024 respectively. The images dated 15 July 2024 show two of the Defendants wearing masks approach the CCTV camera in order to cover it with what appears to be a banner. The final image from 15 July 2024 shows the view of the CCTV camera obscured by this banner or other covering. The fact that the Defendants tend to try and hide their faces (in this instance by wearing masks) has made the task of trying to identify any of them virtually impossible.
27. **Exhibit "AJ8"** contains further images of the state of the 4th Quadrant which were provided to me on 18 July 2024 by the Claimant's security personnel along with details of the number of tents and gazebos on the 4th Quadrant. The first image shows that a barricade of wooden pallets has been erected across the 4th Quadrant where it fronts onto the area shaded yellow on the Plan and the Orange Land beyond that area both of which form part of the precinct area of the Land. It can be seen that a gate has been created within that barricade to allow the Defendants access to and egress from the 4th Quadrant. The number of persons occupying the 4th Quadrant at any one time appears to fluctuate on a daily basis, with the number of persons varying between 30 to a larger number which may be between 150 to 200 people depending on whether or not the Defendants are holding an event or rally at the Encampment in support of their protest. The Defendants advertise such events and rallies on social media such as Instagram which enables the Claimant to increase security at its various premises on the Site accordingly. As of 18 July 2024, the Defendants have brought onto the 4th Quadrant one large tent, forty small size tents, one small size gazebo, two medium-sized gazebos; and two large gazebos.

28. I described the occupation of the Defendants as a protest encampment in paragraph 26. This is because items have been passed to me from social media accounts which show that the Defendants are engaged in a protest over the conflict in Israel and Gaza, with the thrust of that protest directed at SOAS and the investments or links that it may have with Israel.
29. In this regard a screen shot of a poster published by or on behalf of the Defendants advertising the "SOAS Peoples Forum" which was to take place at noon on 23 June 2024 at the "SOAS Liberated Zone for Gaza" appears below:



30. What has been termed the "SOAS Liberated Zone for Gaza" by the Defendants – in other words, the Encampment on the 4th Quadrant which is part of the Yellow Land – in fact forms part of the Site which belongs to the Claimant. The Defendants appear to be labouring under a misapprehension that they are occupying premises which belong to SOAS.
31. At **Exhibit "AJ9"** is a copy of a post on "X" (formerly Twitter) which was "pinned" by SOAS BDS (I understand that "BDS" is an acronym for "*Boycott, Divestment, and Sanctions*") in which the seven demands being made of SOAS were set out. These demands do not make any reference to the Claimant.
32. At **Exhibit "AJ10"** are subsequent posts which have appeared on "X" in support of the actions of the Defendants. Amongst other things, they show the 4th Quadrant being occupied on 6 May 2024 and, on 13 May 2024, a wooden ramp leading to the 4th Quadrant being constructed upon the precinct area directly in front of the 4th Quadrant. The area occupied by the ramp is, as noted in paragraph 15.2.2, that part of the Yellow Land shown shaded yellow on the Plan.

It forms part of the Land. In the first, second, and fourth images in the posts appearing on "X" in **Exhibit "AJ10"** there can clearly be seen an external staircase. This external staircase is a fire escape from the building behind which forms part of Senate House, which is part of the Claimant's Site and is occupied in the main by the Claimant. That staircase is therefore part of a fire exit route for Senate House. I deal below with the fire and health and safety risks being caused by the presence of the Encampment on the Yellow Land.

ACTIVITIES AND INCIDENTS FOLLOWING THE OCCUPATION OF THE LAND WITHOUT THE CLAIMANT'S LICENCE OR CONSENT

33. In this section of my witness statement I set out details of the activities and incidents which have occurred on and in the vicinity of the Land following its occupation by the Defendants. These activities and incidents have been reported up to me via the Claimant's reporting and decision-making process which it has in place as part of its business continuity plan (the "**BCP**") when events such as, for example, the unlawful occupation of the Claimant's Site takes place. I deal further with the BCP below, but, in essence, the BCP is designed to mitigate the effects which, for example, the Defendants' unlawful occupation of the Land or a fire at any of the premises within its portfolio of properties might have on the day-to-day functioning of the Claimant and its activities.
34. A chronology of activities and incidents which have occurred appears below:
- 34.1 On 17 May 2024, several of the Defendants entered the North Block – which, as set out above, is demised by the Lease to SOAS – in order to conduct a "leaflet drop" in connection with their protest. The Defendants had disguised their faces, and confronted staff whilst filming them. Photographs of this incident appear at **Exhibit "AJ11"**.
- 34.2 On 22 and 23 May 2024, a number of the Defendants harassed Professor Habib, the Vice-Chancellor of SOAS. Photographs of this incident appear at **Exhibit "AJ12"**.
- 34.3 On 27 May 2024, the Board of Trustees of SOAS was holding a meeting in certain rooms in Senate House which had been provided to them by the Claimant for that purpose. A number of the Defendants forced their way into Senate House and disrupted that meeting. Photographs of this incident appear at **Exhibit "AJ13"**.
- 34.4 On 28 May 2024, a number of the Defendants attempted to occupy SOAS' finance office in the North Block. This attempt lasted 4 hours but was unsuccessful due to the response from security personnel.

- 34.5 On 4 June 2024, an altercation took place between a security guard and a number of the Defendants in which the security guard was assaulted by at least one of the Defendants. This took place opposite the 4th Quadrant. A screenshot from the film footage recording the incident appears at **Exhibit "AJ14"**. It shows the security guard circled in red. Looking across from the incident towards the 4th Quadrant, it can be seen that hoardings have been erected which screen the 4th Quadrant from the precinct area in front of it and what appears to be a makeshift stage/dais which has been constructed from wooden pallets and placed on that part of the precinct area. This stage/dais is on that area of the Yellow Land which has been shaded yellow on the Plan. As noted in paragraph 15.2.2, it can also be seen in the first and second images of 22 July 2024 in **Exhibit "AJ29"**.
- 34.6 On various dates since the Encampment was set up by the Defendants on the Yellow Land, a range of graffiti has been sprayed over the North Block, which is let to SOAS pursuant to the Lease. This graffiti has been sprayed on, for example, the external, structural load bearing walls and columns of the North Block which, as explained at paragraph 18 above, are not demised to SOAS under the Lease. These walls and columns remain the property of the Claimant. Both permanent and non-permanent paint was used in these acts of criminal damage. Photographs of the graffiti appear in **Exhibit "AJ15"**.
- 34.7 Worryingly, potentially more serious criminal activities are now beginning to take place on and around the Yellow Land and the Orange land. In this regard, **Exhibit "AJ16"** contains copies of posts which appeared on "X" on 9 July 2024 setting out details of 7 arrests made by the Police at the Encampment between the hours of 2am and 4am that morning. The image of the Defendants in the second post in **Exhibit "AJ16"** shows them wearing scarves across their faces. This confirms what I have said in paragraphs 26 and 55 about the Defendants taking steps to conceal their identities with face coverings.

ISSUES WHICH HAVE BEEN CAUSED BY THE ACTIVITIES AND INCIDENTS FOLLOWING THE OCCUPATION OF THE LAND WITHOUT THE CLAIMANT'S LICENCE OR CONSENT

35. The actions of the Defendants whilst trespassing upon the Land of the Claimant have caused a number of issues for the Claimant. I set out details of those issues below.

Fear, intimidation, physical assault and criminal damage

36. The presence of the Defendants on the Yellow Land and their actions taken from there have created a climate of fear and intimidation. As can be seen from the incident described in paragraph 34.5 above, this has resulted in a physical assault by a number of the Defendants

all of whom were wearing masks which makes it almost impossible to identify the perpetrators of that assault.

37. As to the fear and intimidation, a representative of the Board of Trustees of SOAS provided to the Claimant two emails dated 12 and 17 June 2024 respectively. Both emails were sent by an individual who recounted their interaction with the Defendants on 12 June 2024. It appears that this was a heated, and very one-sided discussion, which left that individual feeling that the presence of the Encampment on the Yellow Land was a hostile environment and that they would not be safe if they were to visit the area again. I should add that the emails contain inaccuracies regarding the location of the Encampment. The Encampment is on the Land, which forms part of the Claimant's Site, not on premises belonging to SOAS. Copies of these emails appear in **Exhibit "AJ17"**.
38. With regard to the criminal damage caused by the graffiti, on 21 June 2024, a member of SOAS's academic staff sent an email to a representative of the Board of Trustees of SOAS in which that individual expressed their concern about how the graffiti would affect the reputation and standing of SOAS in the eyes of the outside world. The Claimant shares those concerns as it operates from buildings in the vicinity of the North Block occupied by SOAS which was vandalised by the graffiti. A copy of this email appears in **Exhibit "AJ18"**.

Health and safety issues

39. The Claimant carried out a risk assessment on 15 May 2024 in response to the Encampment. This appears in **Exhibit "AJ19"**, and identifies a number of health and safety risks posed by the Encampment on the 4th Quadrant which is part of the Yellow Land, namely:
- 39.1 Fire hazards created by open flames on cooking appliances in the vicinity of the tents, which appear to be made of highly combustible materials.
- 39.2 Fire escape routes, including the external staircase which I pointed out in paragraph 32, could be compromised by burning tents.
- 39.3 Tent pegs and other obstructions and articles on the ground on the 4th Quadrant could present tripping and/or slipping hazards to anyone walking across this area of land.
- 39.4 The use of LPG gas with poorly maintained equipment could result in a gas leak. This could, in turn, be ignited by cooking flames or cigarettes and, ultimately, could lead to the spread of fire across the Encampment, as well as the buildings in the vicinity which are occupied by SOAS and the Claimant.

- 39.5 There is a large drop of over 5 metres on one side of the 4th Quadrant which could lead to a fatality or serious injury if anyone were to fall from the wall there. Heras fencing has been erected to try and prevent access to this area.
- 39.6 Instances of violent and intimidating behaviour have been given above in my witness statement. The risk assessment identifies the risk of violence or aggression to members of the Claimant's security team, members of the public and the Defendants who might argue amongst themselves. I would also add that a further meeting of the Board of Trustees of SOAS was scheduled to take place on 11 July 2024 in rooms in Senate House which were again to be provided to them by the Claimant. However, this was moved online at late notice following a risk assessment owing to the risks it posed. The risks were assessed to include both risk of physical assault and of psychological distress or panic among attendees.
- 39.7 There is a hygiene risk as a result of the Encampment having no sanitation facilities.
- 39.8 The Defendants have brought a diesel generator on to the 4th Quadrant. If this were not used properly, someone could sustain an electric shock or there could be a spillage of diesel fuel.

Potential for interference / interruption of other events taking place on the Claimant's Site

40. The Claimant's Site is used by it and third parties to host events. Given the way in which the Defendants have trespassed and continue to trespass upon the Yellow Land, the incursions which they have made or attempted to make into certain buildings in order to disrupt the operations of SOAS (see paragraphs 34.1, 34.3, and 34.4, above) and the climate of fear and intimidation which has been created by them and the violence which has occurred (see paragraphs 34.2, 34.5, 36, and 37 above), there is a real concern that their continued presence on the Yellow Land or any other part of the Claimant's Site has the potential to interfere with these events, perhaps persuading some of those who had placed bookings with the Claimant to cancel them or for delegates/invitees to those events not to attend.
41. Events due to take place in the near future in a property belonging to the Claimant are set out below:
- 41.1 Immerse Summer school (various dates between the date of this statement and 12 August 2024) – Stewart House 1st floor;
- 41.2 ES English Summer school (various dates between the date of this statement and 2 August 2024) – Stewart House 1st floor;

- 41.3 London School of English (various dates between the date of this statement and 9 August 2024) – Stewart House – ground floor;
- 41.4 Malvern House – Summer school (26 July and 19 August 2024) – rooms in Senate House and Stewart House;
- 41.5 Gareth Smith Booking (23 to 26 September 2024) – 270-300 guests;
- 41.6 Global Oregon in London Booking Contract (30 July 2024) – 50 guests in a Senate House room.

Increased costs of security

- 42. Where security personnel are seen or have been identified in the photographs in the exhibits to my witness statement (often they are seen wearing yellow, high visibility tabards), they are either direct employees of the Claimant or they are independent contractors who have been hired by the Claimant as a result of the Defendants taking up occupation of the Yellow Land and the incidents which have occurred since 6 May 2024.
- 43. As of 26 June 2024, the Claimant had incurred additional security costs of just under £50,000, with an ongoing weekly cost of £6,000 per week. This consists of 4 additional security staff who patrol the Senate House, Russel Square car park, and other areas of the Claimant's Site. **Exhibit "AJ20"** contains copies of the details of costs which have been incurred and the relevant invoices.

Additional cleaning costs

- 44. The Claimant has also had to incur additional cleaning costs of around £4,500 in removing the graffiti sprayed on the external walls of the North Block. **Exhibit "AJ20"** contains copies of the details of costs which have been incurred and the relevant invoices.
- 45. **Exhibit "AJ21"** contains an email sent on Saturday 15 June 2024 which highlights the behaviour with which contractors attending the Land to clean away graffiti have had to endure. The email recounts an incident earlier that day when contractors had been trying to clean away graffiti which had been daubed on the pavements in the precinct area which forms part of the Orange Land. The work involved the use of caustic cleaning materials. While the contractors were applying the cleaning agent, a number of the Defendants gathered around the contractors and tried to barge the contractors out of the way. The contractors then explained to the Defendants that they would have to use a pressure washer and asked them to stand back. The Defendants refused to do so and stole a 25-litre drum of water, which

caused a delay to the cleaning works. **Exhibit "AJ21"** also contains copies of images showing examples of the graffiti applied to the paving on the Orange Land. A gazebo can also be seen in the first image of this exhibit. As noted in paragraph 15.2.3, that gazebo has been erected by the Defendants on that part of the Yellow Land which is shown edged and hatched in yellow on the Plan. It was erected by the Defendants without any licence or consent from the Claimant and has not been removed by the Defendants (see the third image of 22 July 2024 in **Exhibit "AJ29"**).

TERMINATION OF ANY LICENCE

46. On 13 June 2024 the Claimant wrote to the Defendants advising them that they were occupying land that belonged to it and that they had no right to be there. A copy of the Claimant's correspondence of 13 June 2024 appears at **Exhibit "AJ22"**. At that time, it appeared that the Defendants' protest was a peaceful one. The correspondence of 13 June 2024 recognised that, and also the right of the Defendants to protest peacefully within the law. On that basis, the Claimant was willing to tolerate the trespass upon the Yellow Land by the Defendants at that time. However, in order to address the health and safety issues which had been identified by the Claimant in the risk assessment contained in **Exhibit "AJ19"**, the Claimant gave health and safety advice to the Defendants with a view to trying to keep the Encampment, those at the Encampment, and the Yellow Land as safe and free from any harm or damage as possible. It had been hoped that the protest would disperse within a reasonably short period of time.
47. However, the chronology set out above demonstrates that events have unfortunately taken a different turn. The health and safety risks which were identified are still present, but the fear and the risk of intimidation, physical assault or violence, psychological distress, and criminal damage have increased with no sign of the Defendants ending their protest and dispersing any time soon. Item 4 of the aims and objectives set out in the Defendants' poster shown in paragraph 29 indicates that the Defendants intend to host another SOAS Peoples Forum on the Yellow Land this September with a view to maintaining the momentum of their protest and continuing it into 2025.
48. In these circumstances, the Claimant is not prepared to tolerate the Defendants' continued trespass upon the Yellow Land or any future trespass on the Orange Land or any other part of the Site. Accordingly, the Claimant instructed Pinsent Masons to write to the Defendants advising them that they must cease their trespass upon any part of the Claimant's Site and vacate it immediately. A copy of Pinsent Masons' letter to that effect dated 19 July 2024 appears at **Exhibit "AJ23"**. To cover the eventuality that the Defendants might seek to argue that they had been granted some form of express or implied licence to remain on the Site of

the Claimant (which is not the case), the Defendants were given notice by the Claimant in that letter that any such licence (whether express or implied) was determined with immediate effect and that they were required to vacate the land. The Defendants have failed to do so.

THE CLAIMANT'S DECISION TO BRING THESE PROCEEDINGS

49. I mentioned the BCP of the Claimant in paragraph 33 above. The BCP structure is comprised of Gold (Strategic), Silver (Tactical) and Bronze (Operational) teams, which are convened in response to (a) disruptive incident(s) such as, for example, the Encampment on the Yellow Land. This structure mirrors the procedures used by the emergency services and local authorities in the event of an emergency. This allows better coordination with those external agencies in the event of a major incident such as, for example, the Encampment.
50. The Gold team which takes strategic decisions such as the one authorising Pinsent Masons to write to the Defendants in the terms of the letter appearing at **Exhibit "AJ23"** and to begin these proceedings comprises myself, as the Deputy Chair of this team, and the following senior members of the Claimant:
 - 50.1 Professor Wendy Thomson – Vice-Chancellor;
 - 50.2 Rita Akushie – Pro Vice-Chancellor (Finance and Operations) and Chair of the Gold team;
 - 50.3 Professor Philip Allmendinger – Pro Vice-Chancellor (Education); and
 - 50.4 Professor Joanne Fox – Pro Vice-Chancellor (Research and Public Engagement); and
51. The Gold team considers and acts on recommendations which are made to it by the Silver team. In this case the Silver team have been monitoring the trespass which was being carried out by the Defendants and their activities. The Silver team convened a meeting on 19 July 2024 at which the history of the matter to date was considered and recommendations made that Pinsent Masons should write to the Defendants in the terms of the letter at **Exhibit "AJ23"** and that the Claimant should also institute these proceedings for possession against the Defendants. **Exhibit "AJ24"** contains a copy of the minutes of that meeting held on that date.
52. The Gold team's acceptance of those recommendations and decision to act upon them is contained in the email dated 22 July 2024 which appears in **Exhibit "AJ25"**.

ATTEMPTS TO IDENTIFY THE DEFENDANTS

53. The Claimant is cognisant of its obligation to attempt to identify persons unknown who are trespassing upon the Yellow Land and to this end I consider that it has used reasonable endeavours to do so.
54. In reaching that conclusion I have considered the student population of the Claimant. It has just over 40,000 students enrolled on distance-learning courses which take place on-line with no reason or requirement for those students to attend any of the premises of the Claimant. The Claimant has just 200 postgraduate students who have a reason to attend any of the Claimant's premises.
55. Many of the images exhibited to my witness statement show that those involved in the protest being carried out by the Defendants have taken steps to conceal their identity, such as by wearing baseball caps, masks or other face coverings such as scarves. This has made identification nigh on impossible. These difficulties have been compounded by the fact that the CCTV camera has been deliberately obscured, as explained at paragraph 26 of my statement above.
56. The protest is being campaigned against SOAS. The literature which I have seen, and which is exhibited to this statement, tends to suggest that in fact if there are students in attendance at the protest, then they are students enrolled on courses at SOAS and not students registered with the Claimant.
57. For its part, on 17 July 2024, SOAS did provide to the Claimant details of four of its (i.e., SOAS's) students and one further individual who was not a student of SOAS whom SOAS had managed to identify.
58. The SOAS students said to be present at the Encampment on most days were Abel Harvie-Clark, Tara Mann, Haya Adam, and Adam Parker. The fifth person who had been identified, but who was not a student of SOAS, was said to be Sheikh Ibrahim. This individual is not enrolled as a student of the Claimant, nor is he an employee of the Claimant. These individuals are the First to Fifth Defendants respectively. The Claimant was not given any details of how any of these individuals had been identified by SOAS.
59. The Claimant believes that the information provided about the individuals referred to in paragraph 58 is likely to be accurate. This is because, on the same date, Pinsent Masons sent to the Claimant details of a post on "X" made by an academic at SOAS which referred to disciplinary proceedings which had been brought by SOAS against Abel Harvie-Clark (the First Defendant) and which had attached to it a link to a document entitled "*Revoke expulsion*"

*against SOAS student, Abel". A copy of the "X" post dated 10 July 2024 and the document seeking the revocation of the proposed expulsion appear at **Exhibit "AJ26"**. I noted when reading this document that the First Defendant freely admitted that he was one of the Defendants trespassing on the Yellow Land. In that document he is recorded as saying that "Since the 6th May, I have been part of the SOAS liberated zone for Gaza, an encampment set up by SOAS students and supporters from the local community."*

REQUEST FOR A POSSESSION ORDER IN RESPECT OF LAND OTHER THAN THE YELLOW LAND: THE RISK OF RELOCATION

60. The Claimant is concerned that, if the Court were to make a possession order in relation to the Yellow Land only, then the Defendants would simply relocate the Encampment to another area on the Site of the Claimant – specifically, the Orange Land.
61. The Claimant considers that there is a real risk of this occurring by reason of the following matters:
 - 61.1 As noted in paragraph 47 above, item 4 of the aims and objectives set out in the Defendants' poster shown in paragraph 29 indicates that the Defendants intend to host another SOAS Peoples Forum on the Yellow Land this September with a view to maintaining the momentum of their protest and continuing it into 2025. This suggests that the Defendants are committed to the continued existence of the Encampment and that, if required to vacate the Yellow Land only, the Defendants would seek to relocate the Encampment to another part of the Claimant's Site. The North Block and the Senate House buildings appear to be the focus of the protest action. The Orange Land is in close proximity to these buildings.
 - 61.2 The revocation document referred to in paragraph 59 above contains the following statement by the First Defendant which indicates a clear intention that the Defendants fully intend to continue with their protest. In that document he says that *"Neither I, nor our movement will be intimidated. Our commitment is to Palestinian liberation, to end the genocide and to see a free Palestine from the river to the sea. SOAS management are flailing to maintain control but their time will soon be up. Join us at the SOAS liberated zone for Gaza, send a clear message to Adam Habib and the rest of SOAS management. The students – and the people – united will never be defeated."*
 - 61.3 The Orange Land has previously been used for a demonstration by students. Specifically, Birkbeck (another member of the Federation, which occupies a building let to it by the Claimant which is adjacent to part of the precinct area which forms part of the Orange Land) has sent the Claimant a photograph of, and flyer for, a *"teach-out"* for Palestine held by

Witness: Alistair Jarvis
 Filed on behalf of the Claimant.
 Number of witness statement: First
 Date: 25 July 2024
 Exhibits: "AJ1" to "AJ29"

students of Birkbeck on 6 June 2024. A copy of the photograph and flyer appear at **Exhibit "AJ27"**. The "teach-out" took place on the precinct area described above, which forms part of the Orange Land. At **Exhibit "J28"** is a copy of an aerial photograph on which has been edged red the approximate area of the precinct area where the teach-out had taken place. This "teach-out" is not currently ongoing, and so Birkbeck students are not currently trespassing on the precinct area. The precinct area is an open area which would be large enough to accommodate the Encampment. For these reasons, it is very likely that the Orange Land would be viewed by the Defendants as a suitable alternative location for the Encampment were a possession order to be made in respect of the Yellow Land only.

62. The above therefore suggests that there is a real risk that the Encampment would relocate onto the Orange Land if any possession order were limited only to the Yellow Land, the latter being the area which is currently occupied by the Defendants. For this reason, the Claimant seeks an order for possession of the Land, being the Yellow Land and the Orange Land shown on the Plan.

CONCLUSION

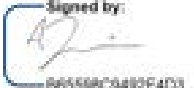
63. In light of the contents of my witness statement and the evidence contained within it, I respectfully invite the Court to grant the Claimant a possession order in respect of all of the Land, being the Yellow Land and the Orange Land shown on the Plan.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true. I understand 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.

Name: Alistair Jarvis

Date: 25 July 2024

Signature:  Signed by: Alistair Jarvis
 86558C0482E4D3

Pro Vice-Chancellor (Partnerships and Governance) of the University of London

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
PROPERTY, TRUSTS AND PROBATE LIST (Ch D)

Deputy Master Rhys
31st July 2024

B E T W E E N:-

THE UNIVERSITY OF LONDON

-and-

- (1) ABEL HARVIE-CLARK
- (2) TARA MANN
- (3) HAYA ADAM
- (4) SHEIKH IBRAHIM
- (5) PERSONS UNKNOWN

Claimant

Defendants

ORDER

UPON hearing Mr Lees KC and Miss Briggs, both of counsel, for the Claimant, and the First to Third Defendants attending in person.

AND UPON the following terms having the following meaning in this Order:

- (1) The “Alternative Service Application” meaning the Claimant’s without notice application dated 25 July 2024 for alternative service pursuant to CPR 6.15 and 6.27;
- (2) The “Alternative Service Order” meaning the Order of Chief Master Shuman dated 29 July 2024 in relation to the Alternative Service Application;
- (3) The “Abridgement of Time Application” meaning the Claimant’s without notice application dated 25 July 2024 for, inter alia, an abridgement of time for the service of the Claim Form, Particulars of Claim and any witness statements; and
- (4) The “Abridgement of Time Order” meaning the Order of Chief Master Shuman dated 29 July 2024 in relation to the Abridgement of Time Application.



AND UPON the Court being satisfied that the service of all documents in these proceedings upon the Defendants was effected in accordance with paragraph 1 of the Alternative Service Order.

AND UPON the Court being satisfied that the Claim Form, Particulars of Claim, and the witness statement of Alistair Jarvis were duly served on the Defendants by 10am on 30 July 2024 in accordance with paragraph 2 of the Abridgement of Time Order.

AND UPON the Court being satisfied that a copy of the Abridgement of Time Order was duly served on the Defendants in accordance with paragraphs 2 and 3 of the same.

AND UPON the Court having been provided with a hard copy of a signed consent order dated 31 July 2024 and signed by the Claimant and the First to Third Defendants.

BY CONSENT IT IS ORDERED THAT:

1. The First, Second, and Third Defendants do give possession to the Claimant forthwith of the four parcels of land forming part of Title Number 328506 and shown on the plan annexed hereto:
 - (a) edged and cross-hatched yellow;
 - (b) edged and hatched yellow;
 - (c) edged and shaded yellow; and
 - (d) edged and cross-hatched orange.
2. There be no order as to costs.
3. This Order shall be served by the Claimant in the manner set out at paragraph 1 of the Alternative Service Order.

AND IT IS FURTHER ORDERED THAT:

4. The Court exercises its discretion pursuant to CPR 3.10(b) to remedy the omission from the Abridgement of Time Order of the statement required by CPR 23.9(3).

Dated: 31 July 2024.

Service of the Order:

The Court has provided a sealed copy of this Order to the serving party's solicitors:-

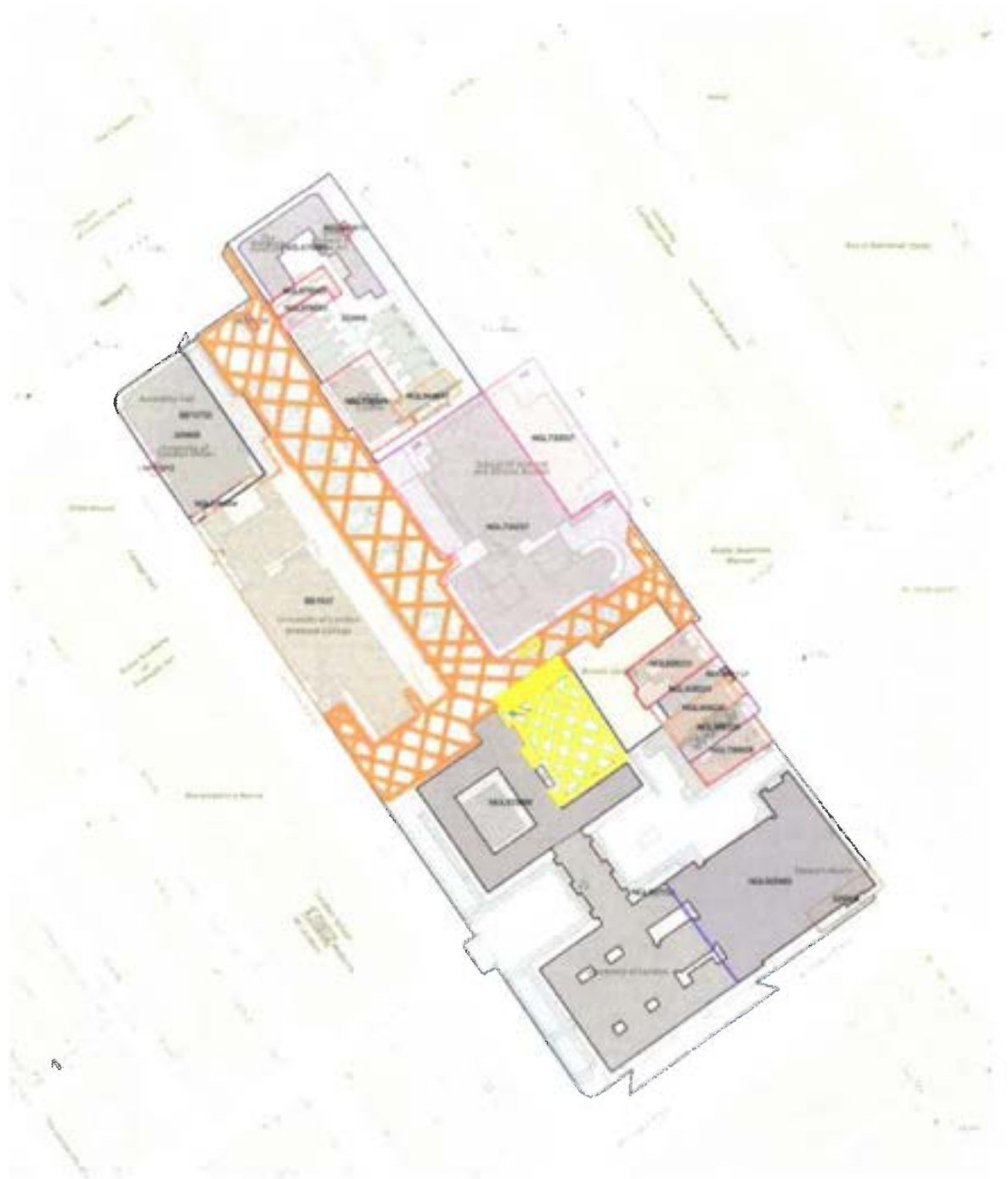
Pinsent Masons LLP
55 Colmore Row
Birmingham
B3 2FG

Reference: AF02/630232.07557/CM80

Email: connor.merrifield@pinsentmasons.com

Email: alicia.foo@pinsentmasons.com

ANNEX 1 - PLAN



IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
PROPERTY, TRUSTS AND PROBATE LIST (Ch D)

Deputy Master Rhys
31st July 2024

B E T W E E N:-

THE UNIVERSITY OF LONDON

-and-

- (1) ABEL HARVIE-CLARK
- (2) TARA MANN
- (3) HAYA ADAM
- (4) SHEIKH IBRAHIM
- (5) PERSONS UNKNOWN

Claimant

Defendants

ORDER

UPON hearing Mr Lees KC and Miss Briggs, both of counsel, for the Claimant, the First to Third Defendants attending in person, and the Fourth and Fifth Defendants not attending.

AND UPON the following terms having the following meaning in this Order:

- (1) The “Alternative Service Application” meaning the Claimant’s without notice application dated 25 July 2024 for alternative service pursuant to CPR 6.15 and 6.27;
- (2) The “Alternative Service Order” meaning the Order of Chief Master Shuman dated 29 July 2024 in relation to the Alternative Service Application;
- (3) The “Abridgement of Time Application” meaning the Claimant’s without notice application dated 25 July 2024 for, inter alia, an abridgement of time for the service of the Claim Form, Particulars of Claim and any witness statements; and
- (4) The “Abridgement of Time Order” meaning the Order of Chief Master Shuman dated 29 July 2024 in relation to the Abridgement of Time Application.



AND UPON the Court being satisfied that the service of all documents in these proceedings upon the Defendants was effected in accordance with paragraph 1 of the Alternative Service Order.

AND UPON the Court being satisfied that the Claim Form, Particulars of Claim, and the witness statement of Alistair Jarvis were duly served on the Defendants by 10am on 30 July 2024 in accordance with paragraph 2 of the Abridgement of Time Order.

AND UPON the Court being satisfied that a copy of the Abridgement of Time Order was duly served on the Defendants in accordance with paragraphs 2 and 3 of the same.

BY CONSENT IT IS ORDERED THAT:

1. The Fourth and Fifth Defendants do give possession to the Claimant forthwith of the four parcels of land forming part of Title Number 328506 and shown on the plan annexed hereto:
 - (a) edged and cross-hatched yellow;
 - (b) edged and hatched yellow;
 - (c) edged and shaded yellow; and
 - (d) edged and cross-hatched orange.
2. There be no order as to costs.
3. The Court exercises its discretion pursuant to CPR 3.10(b) to remedy the omission from the Abridgement of Time Order of the statement required by CPR 23.9(3).
4. This Order shall be served by the Claimant in the manner set out at paragraph 1 of the Alternative Service Order.

Dated: 31 July 2024.

Service of the Order:

The Court has provided a sealed copy of this Order to the serving party's solicitors:-

Pinsent Masons LLP

55 Colmore Row
Birmingham
B3 2FG

Reference: AF02/630232.07557/CM80

Email: connor.merrifield@pinsentmasons.com

Email: alicia.foo@pinsentmasons.com

Witness: Connor Merrifield
Filed on behalf of the Claimant
Number of witness statement: First
Date: 30 July 2025
Exhibits: CM1-CM4

IN THE HIGH COURT OF JUSTICE

Claim No. PT-2024-000893

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

WITNESS STATEMENT OF CONNOR MERRIFIELD

I, Connor Merrifield, Solicitor of Pinsent Masons LLP of 55 Colmore Row Birmingham B3 2FG,

WILL SAY AS FOLLOWS:

1. I am authorised on behalf of the Claimant to make this statement in support of the Claimant's application to, *inter alia*, amend its Particulars of Claim (the "**Application**"). The Application consists of the following documents: -
 - a. Sealed Application Notice dated 30 July 2025;
 - b. Amended Particulars of Claim;
 - c. Witness Statement of Matthew Grigson dated 30 July 2025; and
 - d. A draft Order,together, the "**Application Documents**").
2. Pinsent Masons LLP are instructed by the Claimant in relation to the Claim. I, and my colleague Craig Downhill, have day-to-day conduct of the Claim on behalf of the Claimant alongside our supervising partner Alicia Foo.
3. Unless stated otherwise the facts and matters set out in this witness statement are within my knowledge and I believe them to be true. Where any facts or matters are not within my own knowledge, the source of information is identified and those facts and matters are true to the best of my knowledge.
4. I prepared this witness statement.
5. There is now produced and shown to me marked as **Exhibits "CM1" – "CM4"** a bundle of true copy documents to which I refer in the course of this witness statement.

SERVICE OF THE APPLICATION

6. The Application was filed and sealed by the Court on 30 July 2025.
7. Pursuant to an order for alternative service sealed on 16 October 2024, as supplemented by a consent order sealed by Master Pester on 13 December 2024 (the “**Alternative Service Order**”), I arranged for service of the Application Documents upon the Defendants on the 30 July 2025 as follows: -
- a. I instructed Paul Cottee of Tremark Associates, being a professional process server, to leave two separate transparent plastic boxes each containing two copies of the Application Documents marked for the attention of: (i) “the Occupiers”; and (ii) “Persons Unknown in connection with boycott, divestment and sanctions protests on the land by the ‘SOAS Liberated Zone for Gaza’ and / or ‘Democratise Education’ movements” at the following locations (and as more particularised by paragraph 1a. of the Alternative Service Order):-
 - i. That part of Byng Place, London, WC1E 7LE the approximate location of which is marked red and as location “A” on the plan appended to the order for alternative service;
 - ii. The gates on Malet Street, London, the approximate location of which is marked red and as location “B” on the plan appended to the order for alternative service;
and
 - iii. The gates on Thornhaugh Street, London, the approximate location of which is marked in red and as location “C” on the plan appended to the order for alternative service,together, the “**Service Locations**”.

- b. I understand from speaking to Mr Cottee that he left the 6 plastic boxes, including the Application Documents, at or around the Service Locations, between 16:30 and 17:00 hours on Wednesday 30 July 2025. Mr Cottee was accompanied by Oliver Owen, an employee of the Claimant, who took photographic evidence of the service of the Application Documents at the Service Locations. These photographs were sent to me by Natalie Freilich, an-house solicitor for the Claimant, by e-mail on 30 July 2025 (timed at 17:12). Copies of these photographs can be found at **Exhibit CM1**.
- c. The Claimant also uploaded copies of the Application Documents to the following website: [Protests: record of legal papers served by University of London | University of London](#) which went live at around 17:30 on Wednesday 30 July 2025.
- d. I further sent a link to the abovementioned website by e-mail to the following e-mail addresses at 17:35 on Wednesday 30 July 2025 (copies of which e-mails can be found at **Exhibit CM2**):-
- i. abel.harvieclark@gmail.com (Abel Harvie Clark);
 - ii. taranikitamann@gmail.com (Tara Mann);
 - iii. adamhaya78@gmail.com (Haya Adam); and
 - iv. soasliberatedzone4gaza@proton.me .
- e. I further sent copies of the Application Documents to the above e-mail addresses, as well as to Jude Lanchin of Bindmans LLP (solicitors for the first three Defendants) by e-mail to Jude.Lanchin@bindmans.com between 15:38-15:58 hours on Wednesday 30 July 2025. Copies of these e-mails can be found at **Exhibit CM3**.

Witness: Connor Merrifield
Filed on behalf of the Claimant
Number of witness statement: First
Date: 30 July 2025
Exhibits: CM1-CM4

8. My colleague, Craig Downhill, further e-mailed the above e-mail addresses (including Jude Lanchin) to confirm that we had been advised by the Court to attend Court 10 in the Rolls Building at 10:30 hours on Thursday 31 July 2025 for the hearing of the Application. Copies of these e-mails can be found at **Exhibit CM4**.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true. I understand 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.

Name: Connor Merrifield

Date: 30 July 2025

Signature:

A handwritten signature in blue ink, appearing to read 'C Merrifield', is written over a light blue rectangular background.

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES (ChD)
PROPERTY, TRUSTS AND PROBATE LIST
B E T W E E N:-

Claim No. PT-2024-000893

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

EXHIBIT "CM1" TO THE
WITNESS STATEMENT OF CONNOR MERRIFIELD







Witness: Connor Merrifield
Filed on behalf of the Claimant
Number of witness statement: First
Date: 30 July 2025
Exhibits: CM1-CM4

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES (ChD)
PROPERTY, TRUSTS AND PROBATE LIST
B E T W E E N:-

Claim No. PT-2024-000893

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

EXHIBIT "CM2" TO THE
WITNESS STATEMENT OF CONNOR MERRIFIELD

Connor Merrifield

Subject: THE UNIVERSITY OF LONDON -V- (1) ABEL HARVIE-CLARK & OTHERS WITH CLAIM NO: PT-2024-000893; RE: APPLICATION

From: Connor Merrifield

Sent: 30 July 2025 17:35

To: 'Abel.harvieclark' <abel.harvieclark@gmail.com>; 'taranikitamann@gmail.com' <taranikitamann@gmail.com>; 'adamhaya78@gmail.com' <adamhaya78@gmail.com>

Cc: Craig Downhill <Craig.Downhill@pinsentmasons.com>; Alicia Foo <Alicia.Foo@pinsentmasons.com>

Subject: RE: THE UNIVERSITY OF LONDON -V- (1) ABEL HARVIE-CLARK & OTHERS WITH CLAIM NO: PT-2024-000893; RE: APPLICATION

Dear Abel, Tara, and Haya,

CLAIM: THE UNIVERSITY OF LONDON -V- ABEL HARVIE CLARK & OTHERS WITH CLAIM NUMBER: PT-2024-000893 (THE "CLAIM")

RE: APPLICATION TO AMEND PARTICULARS OF CLAIM AND INTERIM INJUNCTION

Further to my e-mail below, I now confirm that the University's application and supporting documents have been uploaded to: [Protests: record of legal papers served by University of London | University of London](#) in accordance with an Order for Alternative Service sealed on 16 October 2024, as supplemented by a consent order sealed by Master Pester on 13 December 2024.

Yours sincerely,

Connor

Connor Merrifield (He/Him/His)
Associate

 +441133686523

 +447919366114



For Pinsent Masons LLP

PA(s) :

Pinsent Masons supports agile working, so please don't feel you need to respond to this email outside your working hours.



A purpose-led professional services
business with law at the core

Connor Merrifield

Subject: THE UNIVERSITY OF LONDON -V- (1) ABEL HARVIE-CLARK & OTHERS WITH CLAIM NO: PT-2024-000893; SERVICE OF APPLICATION

From: Connor Merrifield

Sent: 30 July 2025 17:35

To: soasliberatedzone4gaza@proton.me

Cc: Craig Downhill <Craig.Downhill@pinsentmasons.com>; Alicia Foo <Alicia.Foo@pinsentmasons.com>

Subject: RE: THE UNIVERSITY OF LONDON -V- (1) ABEL HARVIE-CLARK & OTHERS WITH CLAIM NO: PT-2024-000893; SERVICE OF APPLICATION

Dear Persons Unknown in connection with boycott, divestment, and sanctions protests on the Land by the 'SOAS Liberated Zone for Gaza' and/or 'Democratise Education' movements,

CLAIM: THE UNIVERSITY OF LONDON -V- ABEL HARVIE CLARK & OTHERS WITH CLAIM NUMBER: PT-2024-000893 (THE "CLAIM")

RE: APPLICATION TO AMEND PARTICULARS OF CLAIM AND INTERIM INJUNCTION

Further to my e-mail below, I now confirm that the University's application and supporting documents have been uploaded to: [Protests: record of legal papers served by University of London | University of London](#) in accordance with an Order for Alternative Service sealed on 16 October 2024, as supplemented by a consent order sealed by Master Pester on 13 December 2024.

Yours sincerely,

Connor

Connor Merrifield (He/Him/His)

Associate

 +441133686523

 +447919366114



For Pinsent Masons LLP

PA(s) :

Pinsent Masons supports agile working, so please don't feel you need to respond to this email outside your working hours.



A purpose-led professional services
business with law at the core

Witness: Connor Merrifield
Filed on behalf of the Claimant
Number of witness statement: First
Date: 30 July 2025
Exhibits: CM1-CM4

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES (ChD)
PROPERTY, TRUSTS AND PROBATE LIST
B E T W E E N:-

Claim No. PT-2024-000893

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

EXHIBIT "CM3 TO THE
WITNESS STATEMENT OF CONNOR MERRIFIELD

Connor Merrifield

Subject: FW: UNIVERSITY OF LONDON -V- ABEL HARVIE-CLARK AND OTHERS; RE: URGENT APPLICATION

Importance: High

From: Connor Merrifield

Sent: 30 July 2025 15:38

To: Jude Lanchin <Jude.Lanchin@bindmans.com>

Cc: Alicia Foo <Alicia.Foo@pinsentmasons.com>; Craig Downhill <Craig.Downhill@pinsentmasons.com>

Subject: RE: UNIVERSITY OF LONDON -V- ABEL HARVIE-CLARK AND OTHERS; RE: URGENT APPLICATION

Importance: High

Dear Jude,

Further to my prior e-mail, I further attach a sealed copy of the University's application notice.

Yours sincerely,

Connor

Connor Merrifield (He/Him/His)
Associate

 +441133686523

 +447919366114



For Pinsent Masons LLP

PA(s) :

Pinsent Masons supports agile working, so please don't feel you need to respond to this email outside your working hours.



A purpose-led professional services
business with law at the core

From: Connor Merrifield

Sent: 30 July 2025 15:29

To: Jude Lanchin <Jude.Lanchin@bindmans.com>

Cc: Alicia Foo <Alicia.Foo@pinsentmasons.com>; Craig Downhill <Craig.Downhill@pinsentmasons.com>

Subject: UNIVERSITY OF LONDON -V- ABEL HARVIE-CLARK AND OTHERS; RE: URGENT APPLICATION

Importance: High

Hi Jude,

CLAIM: THE UNIVERSITY OF LONDON -V- ABEL HARVIE CLARK & OTHERS WITH CLAIM NUMBER: PT-2024-000893 (THE "CLAIM")

RE: APPLICATION TO AMEND PARTICULARS OF CLAIM AND INTERIM INJUNCTION

As you will be aware, on 1 August 2025 Part A1 of the Higher Education and Research Act 2017 (the "**Act**") is due to come into force – which will require my client, the University of London (the "**University**"), to take certain steps to secure freedom of speech. This will be done via, *inter alia*, the maintenance of a code of practice which sets out

matters relating to the University's values relating to freedom of speech as well as the procedures to be followed by relevant persons in connection with meetings and activities held on the University's land.

In order to ensure that the University is compliant with the Act, the University is due to introduce a new code – the **"FOS Code"** – which will replace the University's previous code of practice on meetings and other activities held on university premises dated 15 February 2019 (the **"Old Code"**).

The pleadings in the Claim, and the interim injunction order granted 30 November 2024 (amended on 13 November 2024), refer to the Old Code. In order to ensure the efficacy of the interim injunction, and the Claim generally, it is necessary for the University to amend its particulars of claim and the interim injunction to refer to the FOS Code.

We therefore attach the University's application to amend its particulars of claim and the interim injunction order alongside supporting evidence. Our client is endeavouring to serve the attached documents in accordance with the order for alternative service dated 13 December 2024 today – and **you will note that the University has requested an urgent hearing to be listed tomorrow** – in light of the imminency of the Act coming into force.

We would be grateful if you would take instructions as to whether the application can be agreed – noting that the application pertains to the introduction of the FOS Code – which will be beneficial to your clients by putting into place, amongst other things, the procedures to be followed by relevant persons in connection with meetings and activities held on the University's land.

Yours sincerely,

Connor

Connor Merrifield (He/Him/His)
Associate

+441133686523

+447919366114



For Pinsent Masons LLP

PA(s) :

Pinsent Masons supports agile working, so please don't feel you need to respond to this email outside your working hours.



**A purpose-led professional services
business with law at the core**

Connor Merrifield

Subject: THE UNIVERSITY OF LONDON -V- (1) ABEL HARVIE-CLARK & OTHERS WITH CLAIM NO: PT-2024-000893; SERVICE OF CONSENT ORDERS [PM-AC.FID6385712]

Importance: High

From: Connor Merrifield

Sent: 30 July 2025 15:56

To: Abel.harvieclark <abel.harvieclark@gmail.com>; taranikitamann@gmail.com; adamhaya78@gmail.com

Cc: Craig Downhill <Craig.Downhill@pinsentmasons.com>; Alicia Foo <Alicia.Foo@pinsentmasons.com>

Subject: RE: THE UNIVERSITY OF LONDON -V- (1) ABEL HARVIE-CLARK & OTHERS WITH CLAIM NO: PT-2024-000893; SERVICE OF CONSENT ORDERS [PM-AC.FID6385712]

Importance: High

Dear Abel, Tara, and Haya,

CLAIM: THE UNIVERSITY OF LONDON -V- ABEL HARVIE CLARK & OTHERS WITH CLAIM NUMBER: PT-2024-000893 (THE "CLAIM")

RE: APPLICATION TO AMEND PARTICULARS OF CLAIM AND INTERIM INJUNCTION

On 1 August 2025 Part A1 of the Higher Education and Research Act 2017 (the "**Act**") is due to come into force – which will require my client, the University of London (the "**University**"), to take certain steps to secure freedom of speech. This will be done via, *inter alia*, the maintenance of a code of practice which sets out matters relating to the University's values relating to freedom of speech as well as the procedures to be followed by relevant persons in connection with meetings and activities held on the University's land.

In order to ensure that the University is compliant with the Act, the University is due to introduce a new code – the "**FOS Code**" – which will replace the University's previous code of practice on meetings and other activities held on university premises dated 15 February 2019 (the "**Old Code**").

The pleadings in the Claim, and the interim injunction order granted 30 November 2024 (amended on 13 November 2024), refer to the Old Code. In order to ensure the efficacy of the interim injunction, and the Claim generally, it is necessary for the University to amend its particulars of claim and the interim injunction to refer to the FOS Code.

We therefore attach the University's application to amend its particulars of claim and the interim injunction order alongside supporting evidence. Our client is endeavouring to serve the attached documents in accordance with the order for alternative service dated 13 December 2024 today – and **you will note that the University has requested an urgent hearing to be listed tomorrow** – in light of the imminency of the Act coming into force.

We would be grateful if you would confirm whether the application can be agreed or give instructions to your solicitors to that effect to whom we have also sent a copy of our client's application and its supporting documents – noting that the application pertains to the introduction of the FOS Code – which will be beneficial to you by putting into place, amongst other things, the procedures to be followed by relevant persons in connection with meetings and activities held on the University's land.

Yours sincerely,

Connor

Connor Merrifield (He/Him/His)
Associate

☎ +441133686523

📠 +447919366114





For Pinsent Masons LLP

PA(s) :

Pinsent Masons supports agile working, so please don't feel you need to respond to this email outside your working hours.

**A purpose-led professional services
business with law at the core**

Connor Merrifield

Subject: THE UNIVERSITY OF LONDON -V- (1) ABEL HARVIE-CLARK & OTHERS WITH CLAIM NO: PT-2024-000893; SERVICE OF APPLICATION

Importance: High

From: Connor Merrifield

Sent: 30 July 2025 15:58

To: soasliberatedzone4gaza@proton.me

Cc: Craig Downhill <Craig.Downhill@pinsentmasons.com>; Alicia Foo <Alicia.Foo@pinsentmasons.com>

Subject: THE UNIVERSITY OF LONDON -V- (1) ABEL HARVIE-CLARK & OTHERS WITH CLAIM NO: PT-2024-000893; SERVICE OF APPLICATION

Importance: High

Dear Persons Unknown in connection with boycott, divestment, and sanctions protests on the Land by the 'SOAS Liberated Zone for Gaza' and/or 'Democratise Education' movements,

CLAIM: THE UNIVERSITY OF LONDON -V- ABEL HARVIE CLARK & OTHERS WITH CLAIM NUMBER: PT-2024-000893 (THE "CLAIM")

RE: APPLICATION TO AMEND PARTICULARS OF CLAIM AND INTERIM INJUNCTION

On 1 August 2025 Part A1 of the Higher Education and Research Act 2017 (the "**Act**") is due to come into force – which will require my client, the University of London (the "**University**"), to take certain steps to secure freedom of speech. This will be done via, *inter alia*, the maintenance of a code of practice which sets out matters relating to the University's values relating to freedom of speech as well as the procedures to be followed by relevant persons in connection with meetings and activities held on the University's land.

In order to ensure that the University is compliant with the Act, the University is due to introduce a new code – the "**FOS Code**" – which will replace the University's previous code of practice on meetings and other activities held on university premises dated 15 February 2019 (the "**Old Code**").

The pleadings in the Claim, and the interim injunction order granted 30 November 2024 (amended on 13 November 2024), refer to the Old Code. In order to ensure the efficacy of the interim injunction, and the Claim generally, it is necessary for the University to amend its particulars of claim and the interim injunction to refer to the FOS Code.

We therefore attach the University's application to amend its particulars of claim and the interim injunction order alongside supporting evidence. Our client is endeavouring to serve the attached documents in accordance with the order for alternative service dated 13 December 2024 today – and **you will note that the University has requested an urgent hearing to be listed tomorrow** – in light of the imminency of the Act coming into force.

We would be grateful if you would confirm whether the application can be agreed– noting that the application pertains to the introduction of the FOS Code – which will be beneficial to you by putting into place, amongst other things, the procedures to be followed by relevant persons in connection with meetings and activities held on the University's land.

Yours sincerely,

Connor

Connor Merrifield (He/Him/His)
Associate

 +441133686523


Pinsent Masons

 +447919366114



For Pinsent Masons LLP

PA(s) :

Pinsent Masons supports agile working, so please don't feel you need to respond to this email outside your working hours.

**A purpose-led professional services
business with law at the core**

Witness: Connor Merrifield
Filed on behalf of the Claimant
Number of witness statement: First
Date: 30 July 2025
Exhibits: CM1-CM4

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES (ChD)
PROPERTY, TRUSTS AND PROBATE LIST
B E T W E E N:-

Claim No. PT-2024-000893

THE UNIVERSITY OF LONDON

Claimant

-and-

(7) ABEL HARVIE-CLARK

(8) TARA MANN

(9) HAYA ADAM

(10) 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)

(11) 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)

(12) 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

EXHIBIT "CM4" TO THE
WITNESS STATEMENT OF CONNOR MERRIFIELD

Connor Merrifield

Subject: Hearing Thursday 31 July 2025, 10.30am, Rolls Building UNIVERSITY OF LONDON - V- ABEL HARVIE-CLARK AND OTHERS; RE: URGENT APPLICATION

Importance: High

From: Craig Downhill <Craig.Downhill@pinsentmasons.com>

Sent: 30 July 2025 18:05

To: Jude Lanchin <jude.lanchin@bindmans.com>

Cc: Alicia Foo <Alicia.Foo@pinsentmasons.com>; Connor Merrifield <Connor.Merrifield@pinsentmasons.com>

Subject: Hearing Thursday 31 July 2025, 10.30am, Rolls Building UNIVERSITY OF LONDON -V- ABEL HARVIE-CLARK AND OTHERS; RE: URGENT APPLICATION

Importance: High

Dear Jude,

Further to Connor's emails in relation to the University's application, we have been advised to attend at **10.30am tomorrow, Thursday 31 July 2025**, at Court 10 in the Rolls Building in readiness for the hearing of the University's application.

If your clients wish to make representations to the Court regarding that application, you or they should attend the hearing tomorrow.

The Court's address is as follows:

Rolls Building
Fetter Lane
London
EC4A 1NL

Yours sincerely,

Craig Downhill
Senior Associate

☎ +441216255356

📠 +447776666593

For Pinsent Masons LLP

Pinsent Masons supports agile working, so please don't feel you need to respond to this email outside your working hours.



A purpose-led professional services
business with law at the core

Connor Merrifield

Subject: Hearing Thursday 31 July 2025, 10.30am, Rolls Building - THE UNIVERSITY OF LONDON -V- (1) ABEL HARVIE-CLARK & OTHERS WITH CLAIM NO: PT-2024-000893; RE: APPLICATION

Importance: High

From: Craig Downhill <Craig.Downhill@pinsentmasons.com>

Sent: 30 July 2025 18:12

To: abel.harvieclark@gmail.com; taranikitamann@gmail.com; adamhaya78@gmail.com

Cc: Alicia Foo <Alicia.Foo@pinsentmasons.com>; Connor Merrifield <Connor.Merrifield@pinsentmasons.com>

Subject: Hearing Thursday 31 July 2025, 10.30am, Rolls Building - THE UNIVERSITY OF LONDON -V- (1) ABEL HARVIE-CLARK & OTHERS WITH CLAIM NO: PT-2024-000893; RE: APPLICATION

Importance: High

Dear Abel, Tara, and Haya,

CLAIM: THE UNIVERSITY OF LONDON -V- ABEL HARVIE CLARK & OTHERS WITH CLAIM NUMBER: PT-2024-000893 (THE "CLAIM")

RE: APPLICATION TO AMEND PARTICULARS OF CLAIM AND INTERIM INJUNCTION

We have been advised to attend at 10.30am tomorrow, Thursday 31 July 2025, at Court 10 in the Rolls Building in readiness for the hearing of the University's application documents in connection with which you were provided earlier.

If you wish to make representations to the Court regarding the University's application, you should attend the hearing tomorrow.

The address for the court is as follows:

Rolls Building
Fetter Lane
London
EC4A 1NL

Yours sincerely,

Craig Downhill
Senior Associate

+441216255356

+447776666593

For Pinsent Masons LLP



Pinsent Masons supports agile working, so please don't feel you need to respond to this email outside your working hours.



A purpose-led professional services
business with law at the core

Connor Merrifield

Subject: Hearing Thursday 31 July 2025, 10.30am, Rolls Building - THE UNIVERSITY OF LONDON -V- (1) ABEL HARVIE-CLARK & OTHERS WITH CLAIM NO: PT-2024-000893; SERVICE OF APPLICATION

Importance: High

From: Craig Downhill <Craig.Downhill@pinsentmasons.com>

Sent: 30 July 2025 18:16

To: soasliberatedzone4gaza@proton.me

Cc: Alicia Foo <Alicia.Foo@pinsentmasons.com>; Connor Merrifield <Connor.Merrifield@pinsentmasons.com>

Subject: Hearing Thursday 31 July 2025, 10.30am, Rolls Building - THE UNIVERSITY OF LONDON -V- (1) ABEL HARVIE-CLARK & OTHERS WITH CLAIM NO: PT-2024-000893; SERVICE OF APPLICATION

Importance: High

Dear Persons Unknown in connection with boycott, divestment, and sanctions protests on the Land by the 'SOAS Liberated Zone for Gaza' and/or 'Democratise Education' movements,

CLAIM: THE UNIVERSITY OF LONDON -V- ABEL HARVIE CLARK & OTHERS WITH CLAIM NUMBER: PT-2024-000893 (THE "CLAIM")

RE: APPLICATION TO AMEND PARTICULARS OF CLAIM AND INTERIM INJUNCTION

We have been advised to attend at **10.30am tomorrow, Thursday 31 July 2025**, at Court 10 in the Rolls Building in readiness for the hearing of the University's application documents in connection with which you were provided earlier.

If you wish to make representations to the Court regarding the University's application, you should attend the hearing tomorrow.

The address for the court is as follows:

Rolls Building
Fetter Lane
London
EC4A 1NL

Yours sincerely,

Craig Downhill
Senior Associate

 +441216255356

 +447776666593

For Pinsent Masons LLP



Pinsent Masons supports agile working, so please don't feel you need to respond to this email outside your working hours.



**A purpose-led professional services
business with law at the core**