

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

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REPLY TO DEFENCE

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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](mailto: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 Democratise Education Protests. In particular, and unlike the SLZG and Democratise 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 Democratise 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 Democratise 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**

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**REPLY TO DEFENCE**

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Birmingham

B3 2FG

Reference: AF02/630232.07557/CM80