

B E T W E E N

- (1) BIRMINGHAM AIRPORT LIMITED**
- (2) LIVERPOOL AIRPORT LIMITED**
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED**
- (4) BRISTOL AIRPORT LIMITED**
- (5) SOUTH WEST AIRPORTS LIMITED**
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED**

Claimants

and

**PERSONS UNKNOWN
AS DESCRIBED IN THE CLAIM FORM**

Defendant

**HEARING BUNDLE
6 AUGUST 2024**

		Date	Page No.
BHX	Draft Order		3
	Schedule 1 – Plan 1		8
	Schedule 2 – C1 undertaking		10
	Schedule 3 – Ds’ email addresses		11
	Schedule 4 – Warning Notice		12
LJLA	Draft Order		14
	Schedule 1 – Plan 2		19
	Schedule 2 – C2 and C3 undertaking		21
	Schedule 3 – Ds’ email addresses		22
	Schedule 4 – Warning Notice		23
BRS	Draft Order		25
	Schedule 1 – Plan 3		30
	Schedule 2 – C4, C5 and C6 undertaking		32
	Schedule 3 – Ds’ email addresses		33
	Schedule 4 – Warning Notice		34
Statements of Case			
Sealed Claim Form		31.07.24	36
Schedule 1 to Claim Form			41
Plans 1, 2 and 3			42
Particulars of Claim		31.07.24	45
Title Schedule to Particulars of Claim			59
Plans 1A, 1B, 2A, 2B, 3A, 3B and 3C – 3I			61
Application			
Sealed Application Notice			74
Witness Statements			
Nick Barton		31.07.24	79
NB1 – BHX Byelaws			97
John Irving		31.07.24	121
JI1 – LJLA Byelaws			131

Graeme Gamble	31.07.24	156
GG1 - BRS Byelaws		166
Stuart Sherbrooke Wortley	01.08.24	187
SSW1 - BHX - HMLR office copies		218
SSW2 - LJLA - HMLR office copies and unregistered lease		407
SSW3 - BRS - HMLR office copies		472
SSW4 - Emails to major tenants		529
SSW5 - Media articles and Page from Roger Hallam's website		536
SSW6 - Witness Statement of Benjamin Smith	10.04.22	573
SSW7 - JSO tweets and (unsealed) National Highways Injunction		579
SSW8 - Media Articles relating to 2024 threats, page from JSO website and JSO fundraising page		589
SSW9 - Media Articles relating to disruptions at UK airports (2024)		614
SSW10 - Media Articles relating to disruptions at international airports (2024)		651
SSW11 - Airport Injunctions and Hearing Notes		672
SSW12 - JSO email relating to London City Airport	30.07.24	739
SSW13 - Daily Mail article	06.01.23	743

CLAIM NO: KB-2024-002473

**IN THE HIGH COURT OF JUSTICE
KINGS BENCH DIVISION**

BETWEEN:-

(1) BIRMINGHAM AIRPORT LIMITED
AND FIVE OTHERS

Claimants

- v -

(1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT WHO ENTER OR REMAIN ON THE PREMISES AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

AND TWO OTHERS

Defendants

ORDER

PENAL NOTICE

IF YOU, THE DEFENDANTS, 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 OR ANY OF THEM TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE 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 certain acts. You should read this Order very carefully. You are advised to consult a solicitor as soon as possible. You have the right to apply to the court to vary or discharge this Order (which is explained below).

BEFORE THE HONOURABLE []

ON []

UPON the Claimants' claim by the Claim Form dated 31 July 2024

AND UPON the Claimants' application for an injunction dated 31 July 2024 ("**the Application**")

AND UPON READING the Application and the witness statements of Stuart Sherbrooke Wortley dated 31 July 2024, Nick Barton dated 31 July 2024, John Irving dated 31 July 2024 and Graeme Gamble dated 31 July 2024 ("**the Witness Statements**")

AND UPON hearing Mr Morshead K.C. and Mr Sibley, Counsel for the Claimants [and no one attending for the Defendants]

AND UPON the First Claimant giving and the Court accepting the undertakings set out in Schedule 2 to this Order

AND UPON the First Claimant informing the Court that any requests from those wishing to carry out peaceful protest to designate an area for that purpose at Birmingham Airport, as defined by this Order, should be made by email to protestrequest@birminghamairport.co.uk

DEFINITIONS

"**Birmingham Airport**" means the land shown in red outlined in red on Plan 1 to the Claim Form, appended to this Order in Schedule 1 ("**Plan 1**").

"**Warning Notice**" means a notice in the form as set out in Schedule 4 to this Order (and warning of the existence and general nature of this Order, the consequences of breaching it, identifying a point of contact and contact details from which copies of the Order may be requested and identifying the website address <https://www.Birminghamairport.co.uk/injunction> at which copies of this Order may be viewed and downloaded).

IT IS ORDERED THAT:

INJUNCTION

1. With immediate effect, unless varied, discharged or extended by further order, the First Defendant and each of them are forbidden from entering, occupying or

remaining on any part of Birmingham Airport for the purpose of protesting about fossil fuels or the environment without the prior consent of the First Claimant.

REVIEW

2. This Order is subject to periodic review by the Court on application by the First Claimant at intervals not exceeding 12 months and if such review does not take place the Order expires at 4pm on the anniversary of this Order.

SERVICE/NOTIFICATION

3. Service of the Claim Form and the Application for injunction is dispensed with, pursuant to CPR 16, 6.28 and 81.4(2)(c).
4. This Order, the Claim Form, Application Notice and evidence in support will be served on and notified to the Defendants by the Claimants carrying out each of the following steps:
 - a. Uploading a copy onto the following website:
<https://www.Birminghamairport.co.uk/injunction>.
 - b. Sending an email to the email addresses listed in Schedule 3 to this Order stating that a claim has been brought and an application made, and that the documents can be found at the website referred to above.
 - c. Affixing a Warning Notice approximately at those locations marked with an "X" on Plan 1 setting out where these documents can be found and obtained in hard copy.
5. Service on and notification to the Defendants of any further applications or documents shall be effected by carrying out the steps in paragraphs 4a and 4b above.
6. In respect of paragraphs 4 and 5 above, effective service and notification will be deemed to have taken place on the date on which all the relevant steps have been carried out.
7. For the avoidance of doubt, in respect of the steps referred to at paragraphs 4 and 5, effective service and notification will be deemed to have taken place when the documents have all been first affixed regardless of whether they are subsequently removed.

8. A Note of the Hearing shall as soon as reasonably practicable be uploaded onto:
<https://www.Birminghamairport.co.uk/injunction>.
9. The Court will provide sealed copies of this Order to the First Claimant's solicitors for service (whose details are set out below).

FURTHER DIRECTIONS

10. Anyone may apply to the Court at any time to vary or discharge this Order or so much of it as affects that person but they must first give the First Claimant's solicitors 72 hours' notice of such application by email to StuartWortley@eversheds-sutherland.com. If any evidence is to be relied upon in support of the application the substance of it must be communicated in writing or by email to the First Claimant's solicitors at least 48 hours in advance of any hearing.
11. Roger Hallam, Phoebe Plummer and/or Indigo Rumbelow shall be notified by being sent a link to the Claim Documents and Order by email at the addresses in Schedule 3 to this Order as soon as practicable.
12. Any person applying to vary or discharge this Order must provide their full name, address and address for service to the First Claimant's solicitors.
13. The First Claimant has liberty to apply to vary, extend or discharge this Order or for further directions.
14. No acknowledgment of service, admission or defence is required by any party until further so ordered.
15. Costs are reserved.

COMMUNICATIONS WITH THE FIRST CLAIMANT

16. The First Claimant's solicitors and their contact details are:

(1) Stuart Wortley
Eversheds Sutherland (International) LLP
StuartWortley@eversheds-sutherland.com
07712 881 393

(2) Nawaaz Allybokus
Eversheds Sutherland (International) LLP

NawaazAllybokus@eversheds-sutherland.com

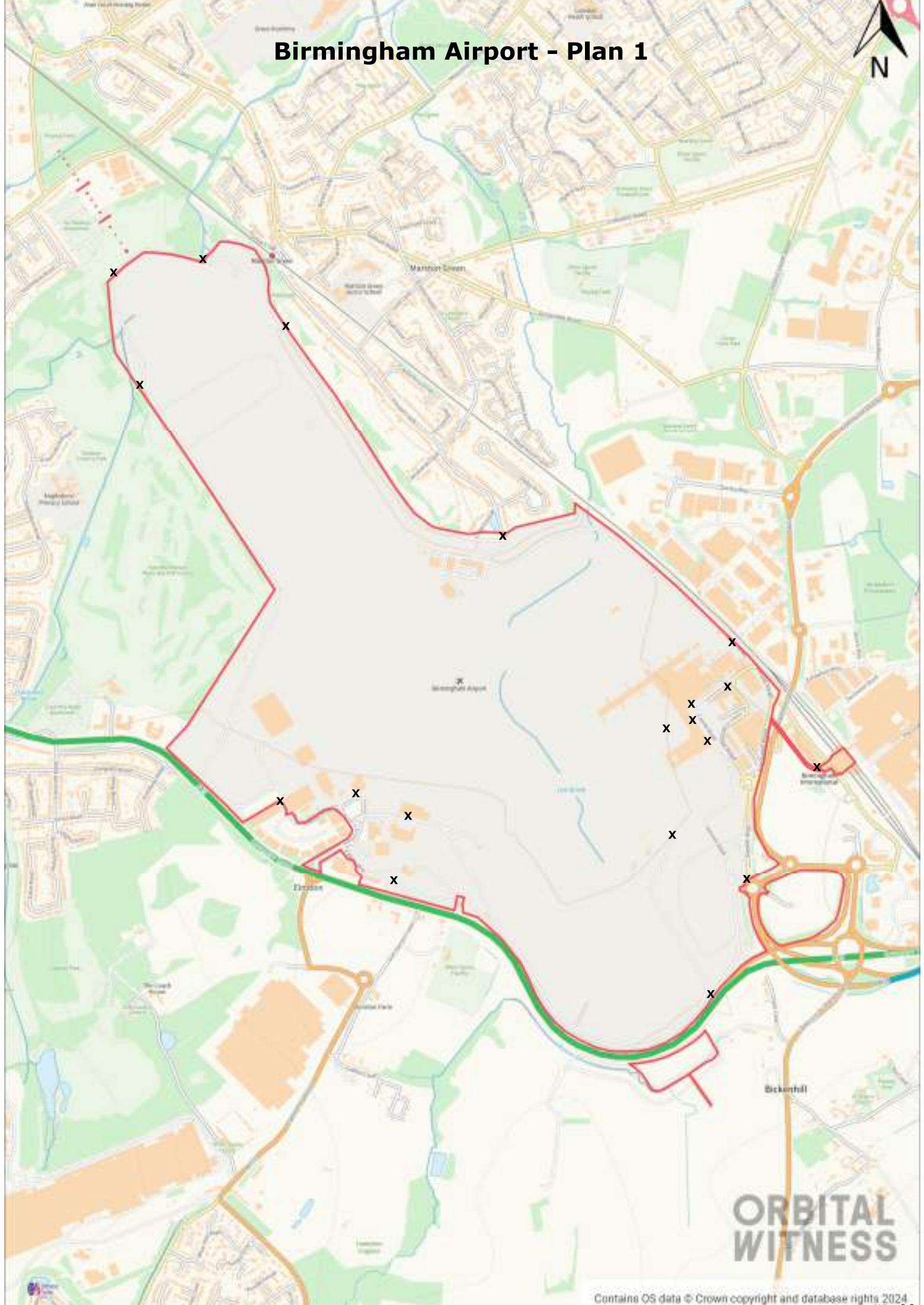
07920 590 944

COMMUNICATIONS WITH THE COURT

Kings Bench Division, The Royal Courts of Justice, The Strand, London, WC2A 2LL by the Court's E-Filing service at <https://efile.cefile-app.com>

SCHEDULE 1

Birmingham Airport - Plan 1



**ORBITAL
WITNESS**

SCHEDULE 2 - UNDERTAKINGS GIVEN BY THE FIRST CLAIMANT

- (1) The First Claimant will take steps to serve the First Defendant with a note of the hearing which took place on [] by [].

- (2) The First Claimant will comply with any order for compensation which the Court might make in the event that the Court later finds that the injunction in paragraph 1 of this Order has caused loss to a Defendant and the Court finds that the Defendant ought to be compensated for that loss.

SCHEDULE 3 – EMAIL ADDRESSES

- juststopoil@protonmail.com
- juststopoilpress@protonmail.com
- info@juststopoil.org
- enquiries@extinctionrebellion.co.uk

SCHEDULE 4 – WARNING NOTICE

High Court Injunction in Force**NOTICE OF HIGH COURT ORDER DATED [] 2024 ("the Order")**

TO: PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT WHO ENTER OR REMAIN ON THE PREMISES AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) (the "**Defendants**")

FROM: Birmingham Airport Limited (the "**First Claimant**")

This notice relates to the land known as Birmingham Airport which is shown edged red on the Plan below (the "**Airport**").

The Order prohibits entering, occupying or remaining upon any part of the Airport for the purpose of protesting about fossil fuels or the environment without the prior consent of the First Claimant.

You must not do any of the above acts either yourself or by means of another person acting on your behalf, instructions or encouragement.

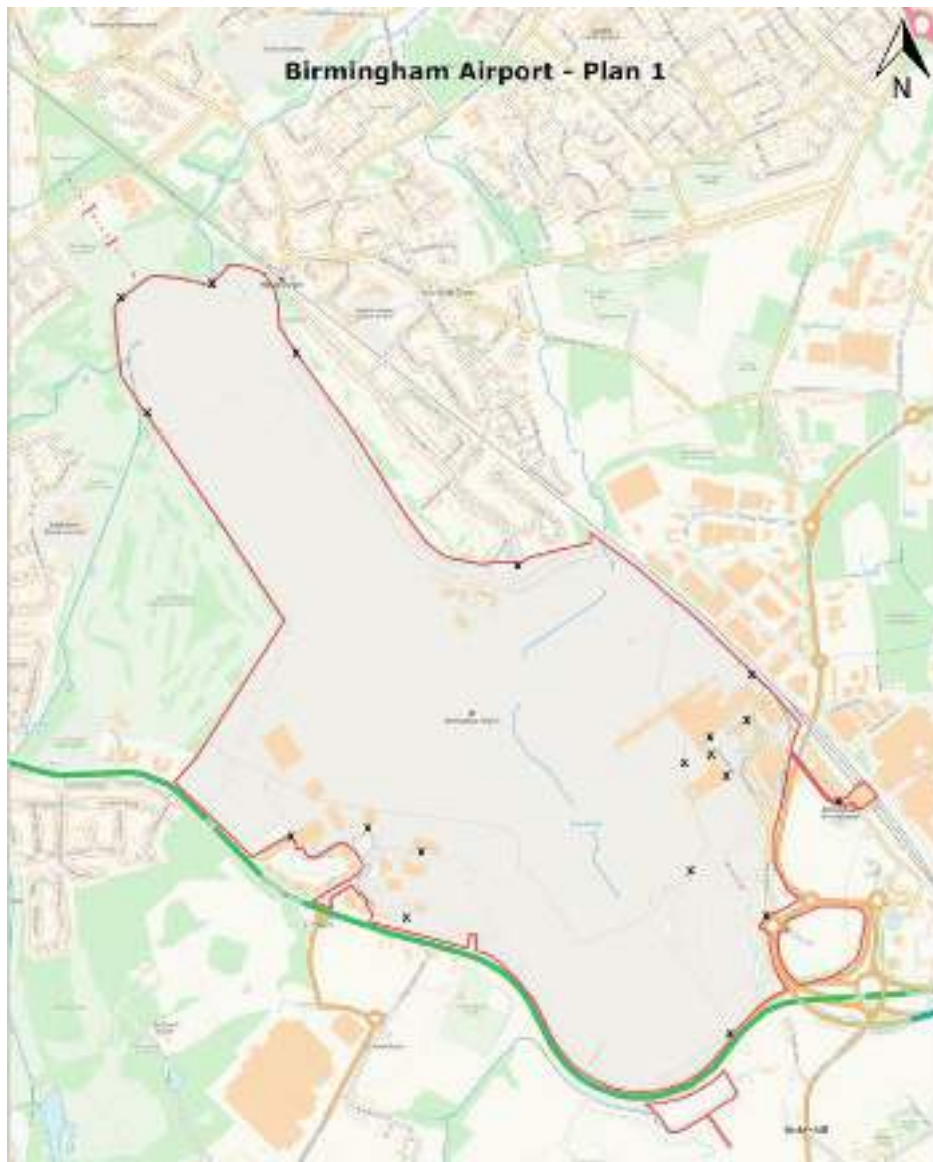
You must not contravene the terms of the Order and if you do, you may be in contempt of Court and sent to prison, fined or have your assets seized

Any person affected by the 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 First Claimant's solicitors by email to the address specified below 72 hours before making such application of the nature of such application and the basis for it.

The Order, copies of the Claim Documents which relate to the Order and a note of the hearing on [] may be viewed at:

<https://www.Birminghamairport.co.uk/injunction>

Copies may also be obtained from the Information Desk or by contacting Stuart Wortley of Eversheds Sutherland on 0771 288 1393 or by email stuartwortley@eversheds-sutherland.com.



**IN THE HIGH COURT OF JUSTICE
KINGS BENCH DIVISION**

BETWEEN:-

- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED

AND FOUR OTHERS

Claimants

- v -

- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT WHO ENTER OR REMAIN ON THE PREMISES AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

AND TWO OTHERS

Defendants

ORDER

PENAL NOTICE

IF YOU, THE DEFENDANTS, 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 OR ANY OF THEM TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE 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 certain acts. You should read this Order very carefully. You are advised to consult a solicitor as soon as possible. You have the right to apply to the court to vary or discharge this Order (which is explained below).

BEFORE THE HONOURABLE []

ON []

UPON the Claimants' claim by the Claim Form dated 31 July 2024

AND UPON the Claimants' application for an injunction dated 31 July 2024 ("**the Application**")

AND UPON READING the Application and the witness statements of Stuart Sherbrooke Wortley dated 31 July 2024, Nick Barton dated 31 July 2024, John Irving dated 31 July 2024 and Graeme Gamble dated 31 July 2024 ("**the Witness Statements**")

AND UPON hearing Mr Morshead K.C. and Mr Sibley, Counsel for the Claimants [and no one attending for the Defendants]

AND UPON the Second and Third Claimants giving and the Court accepting the undertakings set out in Schedule 2 to this Order

AND UPON the Second and Third Claimants informing the Court that any requests from those wishing to carry out peaceful protest to designate an area for that purpose at Liverpool Airport, as defined by this Order, should be made by email to protestrequest@liverpoolairport.com

DEFINITIONS

"**Liverpool Airport**" means the land shown in red outlined in red on Plan 2 to the Claim Form, appended to this Order in Schedule 1 ("**Plan 2**").

"**Warning Notice**" means a notice in the form as set out in Schedule 4 to this Order (and warning of the existence and general nature of this Order, the consequences of breaching it, identifying a point of contact and contact details from which copies of the Order may be requested and identifying the website address <https://www.liverpoolairport.com/injunction> at which copies of this Order may be viewed and downloaded).

IT IS ORDERED THAT:

INJUNCTION

1. With immediate effect, unless varied, discharged or extended by further order, the Second Defendant and each of them are forbidden from entering, occupying or remaining on any part of Liverpool Airport for the purpose of protesting about fossil fuels or the environment without the prior consent of the Second and Third Claimants.

REVIEW

2. This Order is subject to periodic review by the Court on application by the Second and Third Claimants at intervals not exceeding 12 months and if such review does not take place the Order expires at 4pm on the anniversary of this Order.

SERVICE/NOTIFICATION

3. Service of the Claim Form and the Application for injunction is dispensed with, pursuant to CPR 16, 6.28 and 81.4(2)(c).
4. This Order, the Claim Form, Application Notice and evidence in support will be served on and notified to the Defendants by the Claimants carrying out each of the following steps:
 - a. Uploading a copy onto the following website:
<https://www.liverpoolairport.com/injunction>
 - b. Sending an email to the email addresses listed in Schedule 3 to this Order stating that a claim has been brought and an application made, and that the documents can be found at the website referred to above.
 - c. Affixing a Warning Notice approximately at those locations marked with an "X" on Plan 2 setting out where these documents can be found and obtained in hard copy.
5. Service on and notification to the Defendants of any further applications or documents shall be effected by carrying out the steps in paragraphs 4a and 4b above.
6. In respect of paragraphs 4 and 5 above, effective service and notification will be deemed to have taken place on the date on which all the relevant steps have been carried out.
7. For the avoidance of doubt, in respect of the steps referred to at paragraphs 4 and 5, effective service and notification will be deemed to have taken place when the documents have all been first affixed regardless of whether they are subsequently removed.
8. A Note of the Hearing shall as soon as reasonably practicable be uploaded onto:
<https://www.liverpoolairport.com/injunction>.

9. The Court will provide sealed copies of this Order to the Second and Third Claimants' solicitors for service (whose details are set out below).

FURTHER DIRECTIONS

10. Anyone may apply to the Court at any time to vary or discharge this Order or so much of it as affects that person but they must first give the Second and Third Claimants' solicitors 72 hours' notice of such application by email to StuartWortley@eversheds-sutherland.com. If any evidence is to be relied upon in support of the application the substance of it must be communicated in writing or by email to the Second and Third Claimants' solicitors at least 48 hours in advance of any hearing.
11. Roger Hallam, Phoebe Plummer and/or Indigo Rumbelow shall be notified by being sent a link to the Claim Documents and Order by email at the addresses in Schedule 3 to this Order as soon as practicable.
12. Any person applying to vary or discharge this Order must provide their full name, address and address for service to the Second and Third Claimants' solicitors.
13. The Second and Third Claimants have liberty to apply to vary, extend or discharge this Order or for further directions.
14. No acknowledgment of service, admission or defence is required by any party until further so ordered.
15. Costs are reserved.

COMMUNICATIONS WITH THE SECOND AND THIRD CLAIMANTS

16. The Second and Third Claimants' solicitors and their contact details are:

(1) Stuart Wortley
Eversheds Sutherland (International) LLP
StuartWortley@eversheds-sutherland.com
07712 881 393

(2) Nawaaz Allybokus
Eversheds Sutherland (International) LLP
NawaazAllybokus@eversheds-sutherland.com
07920 590 944

COMMUNICATIONS WITH THE COURT

Kings Bench Division, The Royal Courts of Justice, The Strand, London, WC2A 2LL by the Court's E-Filing service at <https://efile.cfile-app.com>

SCHEDULE 1

Liverpool Airport - Plan 2



Map scale 1:11,000
Assumes printed map area measures 355mm by 272mm

**ORBITAL
WITNESS**

SCHEDULE 2 - UNDERTAKINGS GIVEN BY THE SECOND AND THIRD CLAIMANTS

- (1) The Second and Third Claimants will take steps to serve the Second Defendant with a note of the hearing which took place on [] by [].

- (2) The Second and Third Claimants will comply with any order for compensation which the Court might make in the event that the Court later finds that the injunction in paragraph 1 of this Order has caused loss to a Defendant and the Court finds that the Defendant ought to be compensated for that loss.

SCHEDULE 3 – EMAIL ADDRESSES

- juststopoil@protonmail.com
- juststopoilpress@protonmail.com
- info@juststopoil.org
- enquiries@extinctionrebellion.co.uk

SCHEDULE 4 – WARNING NOTICE

High Court Injunction in Force
NOTICE OF HIGH COURT ORDER DATED [] 2024 ("the Order")

TO: PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT WHO ENTER OR REMAIN ON THE PREMISES AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) (the "**Defendants**")

FROM: Liverpool Airport Limited and Peel L&P Investments (North) Limited (the "**Second and Third Claimants**")

This notice relates to the land known as Liverpool Airport which is shown edged red on the Plan below (the "**Airport**").

The Order prohibits entering, occupying or remaining upon any part of the Airport for the purpose of protesting about fossil fuels or the environment without the prior consent of the Second and Third Claimants.

You must not do any of the above acts either yourself or by means of another person acting on your behalf, instructions or encouragement.

You must not contravene the terms of the Order and if you do, you may be in contempt of Court and sent to prison, fined or have your assets seized

Any person affected by the 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 Second and Third Claimants' solicitors by email to the address specified below 72 hours before making such application of the nature of such application and the basis for it.

The Order, copies of the Claim Documents which relate to the Order and a note of the hearing on [] may be viewed at: <https://www.liverpoolairport.com/injunction>

Copies may also be obtained from the Information Desk or by contacting Stuart Wortley of Eversheds Sutherland on 0771 288 1393 or by email stuartwortley@eversheds-sutherland.com.



**IN THE HIGH COURT OF JUSTICE
KINGS BENCH DIVISION**

BETWEEN:-

- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

AND THREE OTHERS

Claimants

- v -

- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT WHO ENTER OR REMAIN ON THE PREMISES AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

AND TWO OTHERS

Defendants

ORDER

PENAL NOTICE

IF YOU, THE DEFENDANTS, 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 OR ANY OF THEM TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE 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 certain acts. You should read this Order very carefully. You are advised to consult a solicitor as soon as possible. You have the right to apply to the court to vary or discharge this Order (which is explained below).

BEFORE THE HONOURABLE []

ON []

UPON the Claimants' claim by the Claim Form dated 31 July 2024

AND UPON the Claimants' application for an injunction dated 31 July 2024 ("**the Application**")

AND UPON READING the Application and the witness statements of Stuart Sherbrooke Wortley dated 31 July 2024, Nick Barton dated 31 July 2024, John Irving dated 31 July 2024 and Graeme Gamble dated 31 July 2024 ("**the Witness Statements**")

AND UPON hearing Mr Morshead K.C. and Mr Sibley, Counsel for the Claimants [and no one attending for the Defendants]

AND UPON the Fourth, Fifth and Sixth Claimants giving and the Court accepting the undertakings set out in Schedule 2 to this Order

AND UPON the Fourth, Fifth and Sixth Claimants informing the Court that any requests from those wishing to carry out peaceful protest to designate an area for that purpose at Bristol Airport, as defined by this Order, should be made by email to protestrequest@Bristolairport.com

DEFINITIONS

"**Bristol Airport**" means the land shown in red outlined in red on Plan 3 to the Claim Form, appended to this Order in Schedule 1 ("**Plan 3**").

"**Warning Notice**" means a notice in the form as set out in Schedule 4 to this Order (and warning of the existence and general nature of this Order, the consequences of breaching it, identifying a point of contact and contact details from which copies of the Order may be requested and identifying the website address <https://www.Bristolairport.com/injunction> at which copies of this Order may be viewed and downloaded).

IT IS ORDERED THAT:

INJUNCTION

1. With immediate effect, unless varied, discharged or extended by further order, the Third Defendant and each of them are forbidden from entering, occupying or remaining on any part of Bristol Airport for the purpose of protesting about fossil

fuels or the environment without the prior consent of the Fourth, Fifth and Sixth Claimants.

REVIEW

2. This Order is subject to periodic review by the Court on application by the Fourth, Fifth and Sixth Claimants at intervals not exceeding 12 months and if such review does not take place the Order expires at 4pm on the anniversary of this Order.

SERVICE/NOTIFICATION

3. Service of the Claim Form and the Application for injunction is dispensed with, pursuant to CPR 16, 6.28 and 81.4(2)(c).
4. This Order, the Claim Form, Application Notice and evidence in support will be served on and notified to the Defendants by the Claimants carrying out each of the following steps:
 - a. Uploading a copy onto the following website:
<https://www.Bristolairport.com/injunction>
 - b. Sending an email to the email addresses listed in Schedule 3 to this Order stating that a claim has been brought and an application made, and that the documents can be found at the website referred to above.
 - c. Affixing a Warning Notice approximately at those locations marked with an "X" on Plan 3 setting out where these documents can be found and obtained in hard copy.
5. Service on and notification to the Defendants of any further applications or documents shall be effected by carrying out the steps in paragraphs 4a and 4b above.
6. In respect of paragraphs 4 and 5 above, effective service and notification will be deemed to have taken place on the date on which all the relevant steps have been carried out.
7. For the avoidance of doubt, in respect of the steps referred to at paragraphs 4 and 5, effective service and notification will be deemed to have taken place when the documents have all been first affixed regardless of whether they are subsequently removed.

8. A Note of the Hearing shall as soon as reasonably practicable be uploaded onto:
<https://www.Bristolairport.com/injunction>.
9. The Court will provide sealed copies of this Order to the Fourth, Fifth and Sixth Claimants' solicitors for service (whose details are set out below).

FURTHER DIRECTIONS

10. Anyone may apply to the Court at any time to vary or discharge this Order or so much of it as affects that person but they must first give the Fourth, Fifth and Sixth Claimants' solicitors 72 hours' notice of such application by email to StuartWortley@eversheds-sutherland.com. If any evidence is to be relied upon in support of the application the substance of it must be communicated in writing or by email to the Fourth, Fifth and Sixth Claimants' solicitors at least 48 hours in advance of any hearing.
11. Roger Hallam, Phoebe Plummer and/or Indigo Rumbelow shall be notified by being sent a link to the Claim Documents and Order by email at the addresses in Schedule 3 to this Order as soon as practicable.
12. Any person applying to vary or discharge this Order must provide their full name, address and address for service to the Fourth, Fifth and Sixth Claimants' solicitors.
13. The Fourth, Fifth and Sixth Claimants have liberty to apply to vary, extend or discharge this Order or for further directions.
14. No acknowledgment of service, admission or defence is required by any party until further so ordered.
15. Costs are reserved.

COMMUNICATIONS WITH THE FOURTH, FIFTH AND SIXTH CLAIMANTS

16. The Fourth, Fifth and Sixth Claimants' solicitors and their contact details are:

(1) Stuart Wortley
Eversheds Sutherland (International) LLP
StuartWortley@eversheds-sutherland.com
07712 881 393

(2) Nawaaz Allybokus

Eversheds Sutherland (International) LLP

NawaazAllybokus@eversheds-sutherland.com

07920 590 944

COMMUNICATIONS WITH THE COURT

Kings Bench Division, The Royal Courts of Justice, The Strand, London, WC2A 2LL by the Court's E-Filing service at <https://efile.cfile-app.com>

SCHEDULE 1

Bristol Airport - Plan 3



**ORBITAL
WITNESS**

SCHEDULE 2 - UNDERTAKINGS GIVEN BY THE FOURTH, FIFTH AND SIXTH CLAIMANTS

- (1) The Fourth, Fifth and Sixth Claimants will take steps to serve the Third Defendant with a note of the hearing which took place on [] by [].

- (2) The Fourth, Fifth and Sixth Claimants will comply with any order for compensation which the Court might make in the event that the Court later finds that the injunction in paragraph 1 of this Order has caused loss to a Defendant and the Court finds that the Defendant ought to be compensated for that loss.

SCHEDULE 3 – EMAIL ADDRESSES

- juststopoil@protonmail.com
- juststopoilpress@protonmail.com
- info@juststopoil.org
- enquiries@extinctionrebellion.co.uk

SCHEDULE 4 – WARNING NOTICE

High Court Injunction in Force**NOTICE OF HIGH COURT ORDER DATED [] 2024 ("the Order")**

TO: PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT WHO ENTER OR REMAIN ON THE PREMISES AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) (the "**Defendants**")

FROM: Bristol Airport Limited, South West Airports Limited and Bristol Developments Limited (the "**Fourth, Fifth and Sixth Claimants**")

This notice relates to the land known as Bristol Airport which is shown edged red on the Plan below (the "**Airport**").

The Order prohibits entering, occupying or remaining upon any part of the Airport for the purpose of protesting about fossil fuels or the environment without the prior consent of the Fourth, Fifth and Sixth Claimants.

You must not do any of the above acts either yourself or by means of another person acting on your behalf, instructions or encouragement.

You must not contravene the terms of the Order and if you do, you may be in contempt of Court and sent to prison, fined or have your assets seized

Any person affected by the 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 Fourth, Fifth and Sixth Claimants' solicitors by email to the address specified below 72 hours before making such application of the nature of such application and the basis for it.

The Order, copies of the Claim Documents which relate to the Order and a note of the hearing on [] may be viewed at: <https://www.Bristolairport.com/injunction>.

Copies may also be obtained from the Information Desk or by contacting Stuart Wortley of Eversheds Sutherland on 0771 288 1393 or by email stuartwortley@eversheds-sutherland.com.





Claim Form

In the High Court of Justice King's Bench Division	
Fee Account no.	PBA 0087211
Help with Fees - Ref no. (if applicable)	H W F - [] - []
For court use only	
Claim no.	
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
- (1) **BIRMINGHAM AIRPORT LIMITED** of Diamond House, Birmingham Airport, Birmingham, West Midlands, B26 3QJ
 - (2) **LIVERPOOL AIRPORT LIMITED** of Venus Building 1 Old Park Lane, Traffordcity, Manchester M41 7HA
 - (3) **PEEL L&P INVESTMENTS (NORTH) LIMITED** of Venus Building 1 Old Park Lane, Traffordcity, Manchester M41 7HA
 - (4) **BRISTOL AIRPORT LIMITED** of Lulsgate House, Bristol Airport, Bristol BS48 3DW
 - (5) **SOUTH WEST AIRPORTS LIMITED** of Lulsgate House, Bristol Airport, Bristol BS48 3DW
 - (6) **BRISTOL AIRPORT DEVELOPMENTS LIMITED** of Lulsgate House, Bristol Airport, Bristol BS48 3DW



Defendant(s) name and Address(es) including postcode
Please refer to Schedule 1 attached to the Claim Form
 Brief details of claim

The Claimants seek an injunction to restrain the Defendants from acts of trespass and/or private and/or public nuisance on the land edged red on Plan 1, Plan 2 and Plan 3.

Value
 This is a non monetary claim

Defendant's name and address for service including postcode

	£
Amount claimed	
Court fee	£626
Legal representative's costs	TBC
Total amount	

For further details of the courts www.gov.uk/find-court-tribunal.
 When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

Claim no.

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

King's Bench Division, The Royal Courts of Justice, Strand, London WC2A 2LL

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

Claim no.

Particulars of Claim

attached

to follow


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 Month Year

31 0 7 2 0 2 4

Full name

Stuart Sherbrooke Wortley

Name of claimant's legal representative's firm

Eversheds Sutherland (International) LLP

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

Partner

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

Building and street

One Wood Street

Second line of address

Town or city

London

County (optional)

Postcode

E | C | 2 | V | 7 | W | S

If applicable

Phone number

DX number

Your Ref.

AllyboM/362291.1

Email

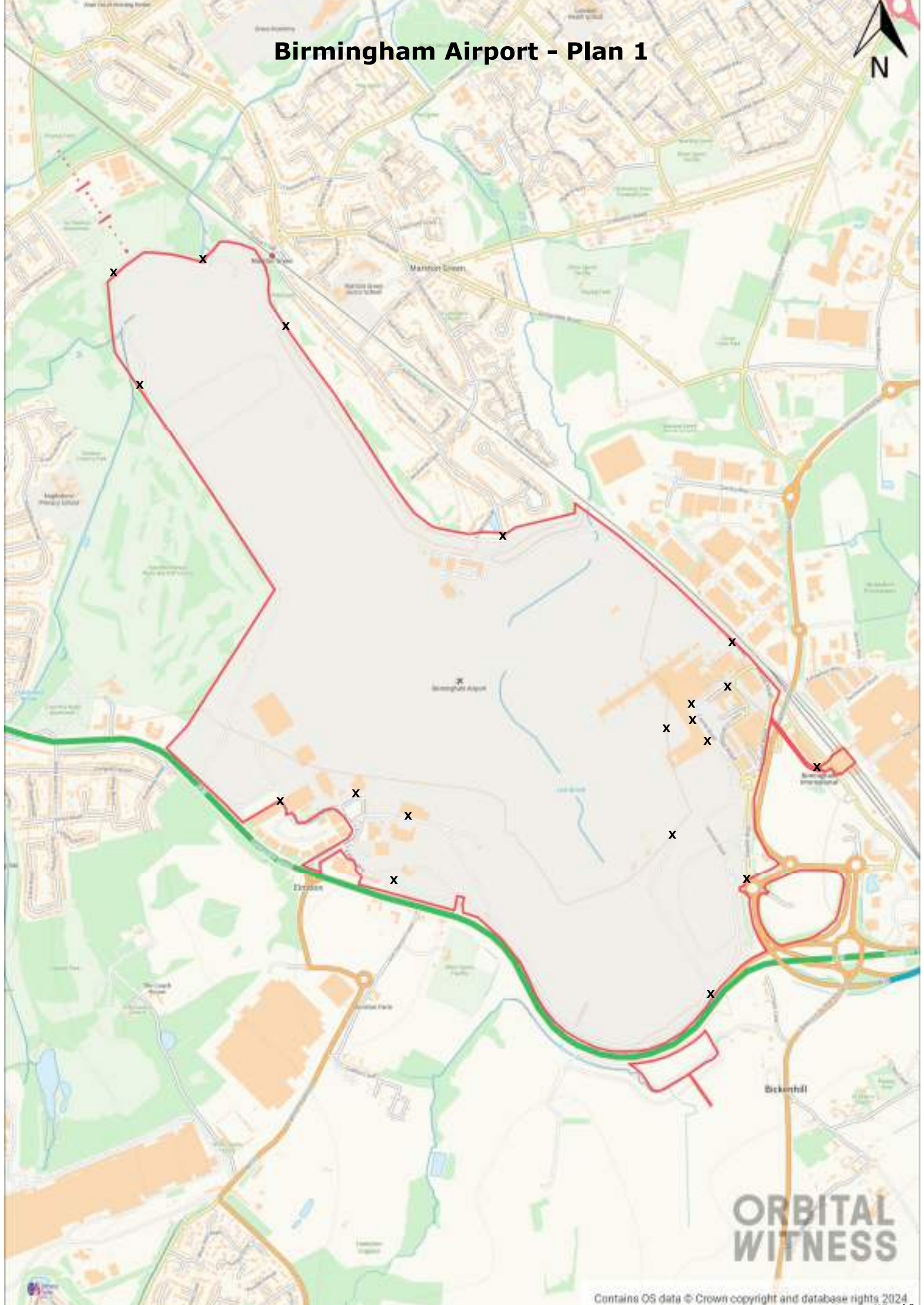
Schedule 1 to Claim Form

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Birmingham Airport - Plan 1



**ORBITAL
WITNESS**

Liverpool Airport - Plan 2



Map scale 1:11,000
Assumes printed map area measures 355mm by 272mm

**ORBITAL
WITNESS**

Bristol Airport - Plan 3



**ORBITAL
WITNESS**

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

Claimants

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

PARTICULARS OF CLAIM

Birmingham Airport

1. The First Claimant is the operator of Birmingham Airport, located in Airport Way, Birmingham B26 3QJ, shown edged in red on Plan 1 ("**BHX**"). BHX serves around 11.8 million travelling passengers each year with an annual revenue of approximately £152 million.
2. With the exception of the parcels of land referred to in paragraph 9, the First Claimant is the registered proprietor of all of the land on which BHX is situated as shown in red on Plan 1, through the interests shown in the Title Schedule and on Plan 1A attached hereto - but subject to the interests referred to in paragraph 4.
3. Subject to the aforesaid interests, the First Claimant is entitled to an immediate right of possession occupation and control of BHX by virtue of its titles as shown in the Title Schedule and on Plan 1A.
4. Plan 1B identifies the areas within BHX over which the First Claimant lacks (or does not in these proceedings assert) a full right of possession or control, by reason of the presence or existence thereon or thereover of third party interests ("**the BHX Third Party Areas**"). In relation to all such areas, to an extent which might vary depending on the exact arrangement, the First Claimant does not assert that it is the person with an immediate right of occupation or possession.
5. The BHX Third Party Areas are coloured blue and green on Plan 1B. The blue colouring indicates areas within BHX which are the subject of leases. The green colouring indicates parts of BHX which include such areas. By way of example, the blue and green land includes the whole or part(s) of aircraft hangars, airline and ground handler offices, general offices, storage units, engineering buildings, vehicle depots and warehouses.
6. There are five areas coloured blue on Plan 1B (numbered 1-5) each of which directly abuts the red line boundary of BHX. In each of those locations, the boundary of BHX is not in the possession or control of the First Claimant.
7. With those exceptions, access to or from the BHX Third Party Areas by the public from outside the airport, necessarily involves the use of areas of BHX which remain unencumbered by any such arrangement and in relation to which, accordingly, the First Claimant remains entitled to possession occupation and control by virtue of their interests shown in the Title Schedule and on Plan 1A.

8. Within the BHX red line boundary, there are 3 parcels in respect of which the First Claimant is not the registered proprietor:-
- a. although the land on which the northern landing lights (coloured orange on Plan 1B) are situated is registered in the name of a third party company, the First Claimant asserts that it is entitled to the immediate right of occupation or possession of those lights and the structure which supports them. Some of the lights and some parts of the structure have been in place since around 1967 and others since 2008. All of the lights and structures have been maintained by the First Claimant or its predecessors throughout that period;
 - b. on the south western boundary is an unregistered strip of land (coloured bright green on Plan 1A but omitted from the key on that plan) in respect of which the First Claimant asserts that it is entitled to the immediate right of occupation or possession; and
 - c. on the eastern boundary is an Air Rail Link and an associated platform and station. By an agreement for lease dated 1 April 2013, Network Rail Infrastructure Limited agreed to grant and the First Claimant (then known as Birmingham International Airport Limited) agreed to take a lease of the land coloured purple on Plan 1B for a term of 199 years. The lease has not been completed but the First Claimant asserts that it is entitled to the immediate right of occupation or possession of the land coloured purple.
9. By virtue of s 63 of the Airports Act 1996, the First Claimant has power to make byelaws with respect to BHX. Pursuant to the Birmingham Airport Limited Byelaws 2021, byelaw 3.32, no person has a right to use any part of BHX as defined therein for demonstrations or public assemble which is likely to obstruct or interfere with the proper use of the airport or the safety or security of passengers or persons using the airport. The plan which defines BHX for the purposes of the byelaws does not extend to the landing lights. Apart from that, it includes all the land edged in red on Plan 1.

Liverpool Airport

10. The Second Claimant is the operator of Liverpool Airport, located in Speke Hall Avenue, Speke, Liverpool L24 1YD, shown edged in red on Plan 2 ("**LJLA**"). LJLA serves around 5 million travelling passengers each year with an annual revenue of approximately £35 million.

11. The Second Claimant is the proprietor of the land on which LJLA is situated as shown in red on Plan 2, through the interests shown in the Title Schedule and Plan 2A attached hereto - but subject to the interests referred to in paragraph 14.
12. The Third Claimant has been joined to the proceedings as it is the registered proprietor of the land on which the western landing lights (coloured brown on Plan 2B) are situated, which is registered under Title Number MS575438.
13. Subject to the aforesaid interests, the Second Claimant (and the Third Claimant in respect of the western landing lights) is entitled to an immediate right of possession occupation and control of LJLA, by virtue of its titles as shown in the Title Schedule and Plan 2A.
14. Plan 2B identifies the areas within LJLA over which the Second Claimant lacks (or does not in these proceedings assert) a full right of possession of control, by reason of the presence or existence thereon or thereover of third party interests ("**the LJLA Third Party Areas**") or public rights of way ("**the LJLA Highways**"). In relation to all such areas, to an extent which might vary depending on the exact arrangement, the Second Claimant does not assert that it is the person with an immediate right of occupation or possession.
15. The LJLA Third Party Areas are coloured blue and green on Plan 2B. The blue colouring indicates areas within LJLA which are the subject of leases. The green colouring indicates parts of LJLA which include such areas. By way of example, the blue and green land includes the whole or part(s) of aircraft hangars, airline and ground handler offices, general offices, storage units, engineering buildings, vehicle depots and warehouses.
16. The LJLA Highways are indicated in pink on Plan 2B. These provide access to LJLA to the Second Claimant and its licensees (including members of the public).
17. Access to or from the LJLA Third Party Areas by the public from outside the airport, necessarily involves the use of areas of LJLA which remain unencumbered by any such arrangement and in relation to which, accordingly, the Second Claimant remains entitled to possession occupation and control by virtue of its interests shown in the Title Schedule and on Plan 2A.
18. All except 2 of the eastern landing lights (coloured orange on Plan 2B) are situated on title numbers CH596568 and CH384543 in respect of which the Second Claimant is the registered proprietor. The Second Claimant asserts that it is entitled to the

immediate right of occupation or possession of the other 2 landing lights and the structure which supports them which are situated on unregistered land. The lights and the structure which supports them have been in this location since around 1960 and they have been maintained by the Second Claimant or its predecessors throughout that period.

19. By virtue of s 63 of the Airports Act 1996, the Second Claimant has power to make byelaws with respect to LJLA. Pursuant to the Liverpool John Lennon Airport Byelaws 2022, byelaw 2.18, no person has a right to use any part of LJLA for protest which is likely to obstruct or interfere with the proper use of the airport or the comfort or convenience or safety of passengers or persons using the airport. Save for the landing lights, the plan which defines LJLA for the purposes of the byelaws includes all of the land edged in red on Plan 2.

Bristol Airport

20. The Fourth Claimant is the operator of Bristol Airport, located in Bristol BS48 3DY, shown edged in red on Plan 3 ("**BRS**"). BRS serves around 10 million travelling passengers each year with an annual revenue of approximately £179 million.
21. The Fourth, Fifth and Sixth Claimants are the proprietors of the land on which BRS is situated as shown in red on Plan 3, through the interests shown in the Title Schedule and Plan 3A hereto - but subject to the interests referred to in paragraph 23.
22. Subject to the aforesaid interests, the Fourth, Fifth and Sixth Claimants are entitled to an immediate right of possession occupation and control of BRS, by virtue of its titles as shown in the Title Schedule and Plan 3A.
23. Plan 3B identifies the areas within BRS over which the Fourth, Fifth and Sixth Claimants lack (or do not in these proceedings assert) a full right of possession of control, by reason of the presence or existence thereon or thereover of third party interests ("**the BRS Third Party Areas**"). In relation to all such areas, to an extent which might vary depending on the exact arrangement, the Fourth, Fifth and Sixth Claimants do not assert that they are the person with an immediate right of occupation or possession.
24. The BRS Third Party Areas are coloured blue and green on Plan 3B. The blue colouring indicates areas within BRS which are the subject of leases. The green colouring indicates parts of BRS which include such areas. By way of example, the

blue and green land includes the whole or part(s) of aircraft hangars, airline and ground handler offices, general offices, storage units, engineering buildings, vehicle depots and warehouses.

25. Access to or from the BRS Third Party Areas by the public from outside the airport, necessarily involves the use of areas of BRS which remain unencumbered by any such arrangement and in relation to which, accordingly, the Fourth, Fifth and Sixth Claimants remain entitled to possession occupation and control by virtue of its interests shown in the Title Schedule and on Plan 3A.
26. Although the land on which the western landing lights (coloured brown on Plan 3B) are situated is registered in the name of a third party individual, the Fourth Claimant asserts that it is entitled to the immediate right of occupation or possession of those lights and the structure which supports them. The lights and structure have been in place since around 2004 and have been maintained by the Fourth Claimant or its predecessors throughout that period.
27. By virtue of s63 of the Airports Act 1996, the Fourth Claimant has power to make byelaws with respect to BRS. Pursuant to the Bristol Airport Byelaws 2012, byelaw 4.17, no person has a right to organise or take part in any protest which is likely to obstruct or interfere with the proper use of the airport or the comfort or convenience or safety of passengers or persons using the airport. Save for the landing lights, the plan which defines BRS for the purposes of the byelaws includes all the land outlined in red on Plan 3.

The Claimants' claims

28. Each of the airports described above consists of many facilities which (without attempting an exhaustive list) include car parks, terminal buildings with facilities for the processing of passenger and other freight traffic, retail areas, lounge/ café/ refreshment areas, border control facilities, security points, customs and excise facilities, runways and taxiways, fuel facilities, management / airline facilities and (in the case of BHX) the Air Rail Link railway.
29. In relation to each airport:
 - a. Members of the public have implied consent to enter for normal air-travel and directly related purposes (principally dropping-off and picking-up passengers). Others with lawful business at the airports also have implied or actual consent (principally those whose ordinary work duties involve them in being present at

the airport, or who are present as the contractors and/or lawful licensees/invitees/agents of such persons).

- b. No wider consent subsists; and (subject to the highways described above) no public right of access, or way, subsists over the airports.
- c. In particular, nobody has the Claimants' consent to enter, remain on or occupy the airports for the purposes of protest (whether by taking part in any demonstration, procession or public assembly or otherwise within the perimeter of the airport, or on any onward flight). No person has the consent of the Claimants to enter the airports for any of the purposes intimated by Just Stop Oil or for variations of those protest activities.
- d. Accordingly, any person entering the airports for any such purpose is a trespasser; as is any person who, being on the airports (whether or not having entered with any such purpose) in fact protests.

30. In relation to the Third Party Areas at each airport:

- a. The Claimants are not (or do not seek to show that they are) entitled to possession sufficient to support a claim in trespass. However, in order for their rights in relation to the other parts of the airports (in relation to which they are entitled to possession) to be effectively vindicated and protected, it is necessary and (or alternatively) proportionate and appropriate for the Court to make an order which does not distinguish between the airports generally (as shown outlined in red on the various plans) and the Third Party Areas within them; and
- b. Further or alternatively, protest which occurs on the Third Party Areas interferes and/or threatens to interfere substantially and unreasonably with the ordinary use and enjoyment of the Claimants' retained land.
- a. The like considerations apply in in relation to those of the landing lights not in the outright possession of the Claimants.

31. Further, in respect of the LJLA Highways described above: protest which occurs on these highways interferes and/or threatens to interfere:

- b. Unreasonably and substantially, with the Second and Third Claimants' right of access to their land via the highway for themselves and their licensees including members of the travelling public;
- c. Unreasonably and substantially, with (and/or to obstruct or hinder) the free passage along the highway, occasioning particular damage to the Second and Third Claimants; and
- d. In any event, protest (at least, any protest causing disruption) is unlawful by reason of the byelaws.

The threats

32. The Claimants' airports have become explicit targets for environmental protest. The situation is dynamic and may be particularised further in the evidence: but as at the date of drafting these Particulars of Claim the Claimants identify and rely on the following non-exhaustive PARTICULARS:
33. In a tweet, dated 13 September 2023, the Just Stop Oil account stated, in relation to protests on highways: "Disruption is frustrating, but we have no other choice. Fossil fuel companies have taken out private injunctions that makes protests impossible at oil refineries, oil depots and even petrol stations..."
34. On 9 March 2024, at a meeting in Birmingham, supporters of the campaigning movement called "Just Stop Oil" discussed a new campaign to undertake direct action at airports across the UK in the summer of 2024 (the "**Airports Campaign**").
35. At this meeting, a co-founder of Just Stop Oil was reported to have advocated:
 - Cutting through fences and gluing themselves to runway tarmac;
 - Cycling in circles on runways;
 - Climbing on to planes to prevent them from taking off;
 - Staging sit-ins at terminals 'day after day' to stop passengers getting inside airports.
36. Since that meeting, Just Stop Oil has announced the following on its website:

"SO WHAT'S THE PLAN?"

*Our Government doesn't give a f*** about its responsibilities. The country is in ruins. You know it, I know, they know it. That means it's up to us to come together and be the change we need.*

We need bold, un-ignorable action that confronts the fossil fuel elites. We refuse to comply with a system which is killing millions around the world, and that's why we have declared airports a site of nonviolent civil resistance."

We can't do this alone, we have a plan for this Summer, are you willing help make this happen?"

37. It says, further:

"This summer, Just Stop Oil will be taking action at airports.

As the grass becomes scorched, hosepipe bans kick in and the heat of the climate crisis enters peoples' minds, our resistance will put the spotlight on the heaviest users of fossil fuels and call everyone into action with us.

We'll work in teams of between 10-14 people willing to risk arrest from all over the UK. We need to be a minimum of 200 people to make this happen, but we'll be prepared to scale in size as our numbers increase. Exact dates and more details are coming.

Our plan can send shockwaves around the world and finish oil and gas. But we need each other to make it happen. Are you ready to join the team?"

38. Just Stop Oil has also organised a fundraising page on the website <https://chuffed.org/project/just-stop-oil-resisting-against-new-oil-and-gas>, which says the following:¹

"Cat's out the bag. Just Stop Oil will take action at airports

The secret is out — and our new actions are going to be big.

*We're going so big that we can't even tell you the full plan, but know this — Just Stop Oil will be taking our most radical action yet this summer. We'll be taking action at sites of key importance to the fossil fuel industry; **super-polluting airports.***

..."

39. On 6 June 2024, an email was sent from info@juststopoil.org to a subscriber list stating:

"This is the most exciting email I've ever sent.

As many of you already know, this summer Just Stop Oil is taking action at airports.

That's exciting right? Well, there's more.

¹ As of 29 July 2024, £24,519 had been raised on this website.

43. On 25 June 2024, six JSO activists were arrested at Gatwick Airport and were found to be carrying luggage containing a large number of bandages thought to have been intended to interfere with jet engines or to block lavatories.
44. On 27 June 2024, six JSO activists were arrested by the Metropolitan Police whilst attending an event organised by JSO.
45. On 29 June 2024, JSO sent an email to subscribers in the following terms:-

"Since Tuesday, 31 supporters of Just Stop Oil have now been arrested for possessing the strong convictions that governments and corporations do not have the right to prioritise oil profits over the safety and wellbeing of our loved-ones, communities and the many millions already suffering the effects of runaway climate breakdown.

In a sane society, it would be those who are setting the stage for an end to ordered society that would be having their doors barged down and dragged into the back of a police van to be interrogated about the catastrophic criminal damages they are imposing on every living thing and on every future generation. Instead, it is ordinary people- mothers, grandparents and young people who are having their futures stolen from them, that the police come for.

The incoherent pattern of arrests we have seen over the last 24 hours suggests a rattled system. They know that as climate breakdown intensifies, civil unrest will increase and one day there will not be enough police to cope with the millions stepping into action, as the full betrayal of the political establishment becomes clearer.

We will not be intimidated by the death throes of a broken system. Nothing the state can throw at us is worse than the realities that will be imposed on all of us if the breakdown of our climate carries on unabated. We WILL be stepping into action in the summer because when the lives of your family are at risk, there is no other choice than to protect them..."

46. On 24 July 2024, a further ten JSO activists were arrested at Heathrow Airport following an intelligence led operation. According to media reports, some of those arrested were found to be carrying cutting gear and glue.
47. On 28 July 2024, a further eight JSO activists were arrested at Gatwick Airport on suspicion of interfering with national infrastructure.
48. On 29 July 2024, a further two JSO activists were arrested at Heathrow Airport after spraying orange paint around the entrance hall to Terminal 5.

49. In view of the circumstances described above, unless restrained by the Court, there is a strong probability that Persons Unknown will, for BHX, LJLA and/or BRS:
- c. trespass on the airports and/or
 - d. by protest conducted on or from the Third Party Areas and/or on or from the land on which the landing lights (which are not within the Byelaw plans) are situate, substantially interfere with the ordinary use and enjoyment of the airports so as to cause a nuisance actionable by the Claimants; and/or
 - e. by protest conducted on or from the highways, obstruct those occasioning particular damage to the Claimants and/or interfere with the Claimants' right of access to the airports via those highways, so as to cause a nuisance actionable by the Claimants.
50. The Claimants seek injunctive relief to prevent the apprehended trespasses and public and/or private nuisances.
51. There is a compelling need for such relief which in outline (but not exhaustively) includes these matters:
52. Airports are particularly vulnerable, because of the potential for even relatively slight disruption to produce significant adverse consequences for large numbers of innocent members of the travelling public. Even when all that a protester achieves is relatively modest delay to a flight, the knock-on effects can be significant for the travelling public, not only because of the multitude of individual travel plans thereby immediately disturbed but also because of the risks (by way of example only) of aeroplanes missing take-off and/or landing slots, leading to flights failing to reach their intended destinations in timely fashion with knock-on effects for other flights, or because the delays might exhaust the time allowable before flight/cabin crews must be relieved, but with the relief crews in the wrong places and no alternatives readily to be found.
53. Non-disruptive forms of protest might at any moment escalate into forms of protest which are disruptive — by which point harm may already have occurred.
54. Even normal operations at airports include matters which are potentially dangerous, especially to untrained persons such as protesters who might be unaware of the extent of the hazards to which their activities expose themselves and others.

55. The assets normally present at airports include, notably, aeroplanes: each passenger jet of the kind typically used by the travelling public at these airports is worth many millions of £GBP. Each aircraft has multiple vulnerabilities and because of the risk that any unauthorised activity on or near an aircraft might have caused damage (perhaps unobserved at the time, even by the person causing it: such as ingestion of material into an engine) there is an enhanced risk that even the entirely passive presence of unauthorised persons near an aircraft may require the flight to be delayed and/or the aircraft to be taken out of service for inspection.
56. The airports in the present case are all the subject of byelaws. These include prohibitions which would have the effect of prohibiting the protest of which the Claimants are fearful. The general criminal law (offences of aggravated trespass under s68 of the Criminal Justice and Public Order Act 1994 and/or interference with use or operation of key national infrastructure under s7 of the Public Order Act 2023) would also embrace some of what is intimated by the protest campaigns summarised above. But breach of the Byelaws attracts a modest penalty (a fine) and neither the byelaws nor the general law were sufficient to deter the activities which have already taken place at Stansted Airport. The explicit threats mentioned above indicate that breaching the general criminal law is regarded more as a goal, than as a deterrent, by at least some campaigners. By comparison, bespoke relief in the form of an injunction responding to the particular threats which have emerged, appears to be viewed differently by potential protesters in comparable matters and has shown itself to be an effective way of vindicating the private law rights of those whose lawful interests are threatened by unlawful acts.
57. Airports operate under heightened security for a mixture of reasons including counter-terrorism. They are also environments in which stress levels tend to be high. This combination makes protest activity, and any activity which is out of the normal, especially dangerous. It might have an ambiguous appearance and carries the risk of being mis-interpreted as an outright security threat, potentially provoking a response from the police or security forces which would be disproportionate if the purposes of the protesters were to be taken at face value.
58. Additionally, there is a risk of protest activity being used as cover for actual terrorist attacks.

AND THE FIRST CLAIMANT CLAIMS AGAINST THE FIRST DEFENDANT:

- (1) Subject to periodic review by the Court on application by the First Claimant at intervals not exceeding 12 months or such other period as the Court may determine,

an order that the First Defendants must not, without the consent of the First Claimant enter, occupy or remain upon the land outlined in red on Plan 1.

AND THE SECOND AND THIRD CLAIMANTS CLAIM AS AGAINST THE SECOND DEFENDANT:

- (2) Subject to periodic review by the Court on application by the Second and Third Claimants at intervals not exceeding 12 months or such other period as the Court may determine, an order that the Second Defendants must not, without the consent of the Second and Third Claimant, enter, occupy or remain upon the land outlined in red on Plan 2.

AND THE FOURTH, FIFTH AND SIXTH CLAIMANTS CLAIM AGAINST THE THIRD DEFENDANT:

- (3) Subject to periodic review by the Court on application by the Fourth, Fifth and Sixth Claimants at intervals not exceeding 12 months or such other period as the Court may determine, an order that the Third Defendants must not, without the consent of the Fourth, Fifth and Sixth Claimants (or either of them), enter, occupy or remain upon the land outlined in red on Plan 3.

STATEMENT OF TRUTH

The Claimants believe that the facts stated in these particulars of claim are true. The Claimants 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 duly authorised by the Claimants to sign this statement.



Stuart Sherbrooke Wortley

Partner

Eversheds Sutherland (International) LLP

Dated: 31 July 2024

TITLE SCHEDULE TO PARTICULARS OF CLAIM

1. The First Claimant is the registered proprietor of the following titles:-

Title Number	Freehold/Leasehold
WK106592	Freehold
MM14145	Freehold
MM14813	Freehold
MM20794	Freehold
WK106001	Freehold
WK2163	Freehold
WK8913	Freehold
WM141554	Freehold
WM203034	Freehold
WM210117	Freehold
WM225647	Freehold
WM426768	Freehold
WM442617	Freehold
WM484139	Freehold
WM503201	Freehold
WM504259	Freehold
WM533742	Freehold
WM580834	Freehold
WM594837	Freehold
WM613993	Freehold
WM772517	Freehold
WM933796	Freehold
WM940476	Freehold
WM941026	Freehold
WM964966	Freehold
MM18862	Leasehold
MM33687	Leasehold
MM72387	Leasehold
MM80239	Leasehold
WM642629	Leasehold
WM543119	Leasehold

2. The Second Claimant is the registered proprietor of the following titles:-

Title Number	Freehold/Leasehold
CH384543	Freehold
CH384582	Freehold
CH418034	Freehold
CH577106	Freehold
CH577117	Freehold
MS294425	Freehold
MS297001	Freehold
MS307564	Freehold
MS402558	Freehold
MS447440	Freehold
MS517785	Freehold
CH596568	Leasehold
MS321998	Leasehold
MS436566	Leasehold

3. The Third Claimant is the registered proprietor of the following title:-

Title Number	Freehold/Leasehold
MS575438	Leasehold

4. The Fourth Claimant is the registered proprietor of the following titles:-

Title Number	Freehold/Leasehold
ST180919	Freehold
ST337957	Freehold
ST355226	Freehold
ST355723	Leasehold
ST358635	Leasehold
ST358637	Leasehold
ST359557	Leasehold
ST370506	Leasehold
ST370508	Leasehold

5. The Fifth Claimant is the registered proprietor of the following titles:-

Title Number	Freehold/Leasehold
ST283749	Freehold
ST331855	Freehold

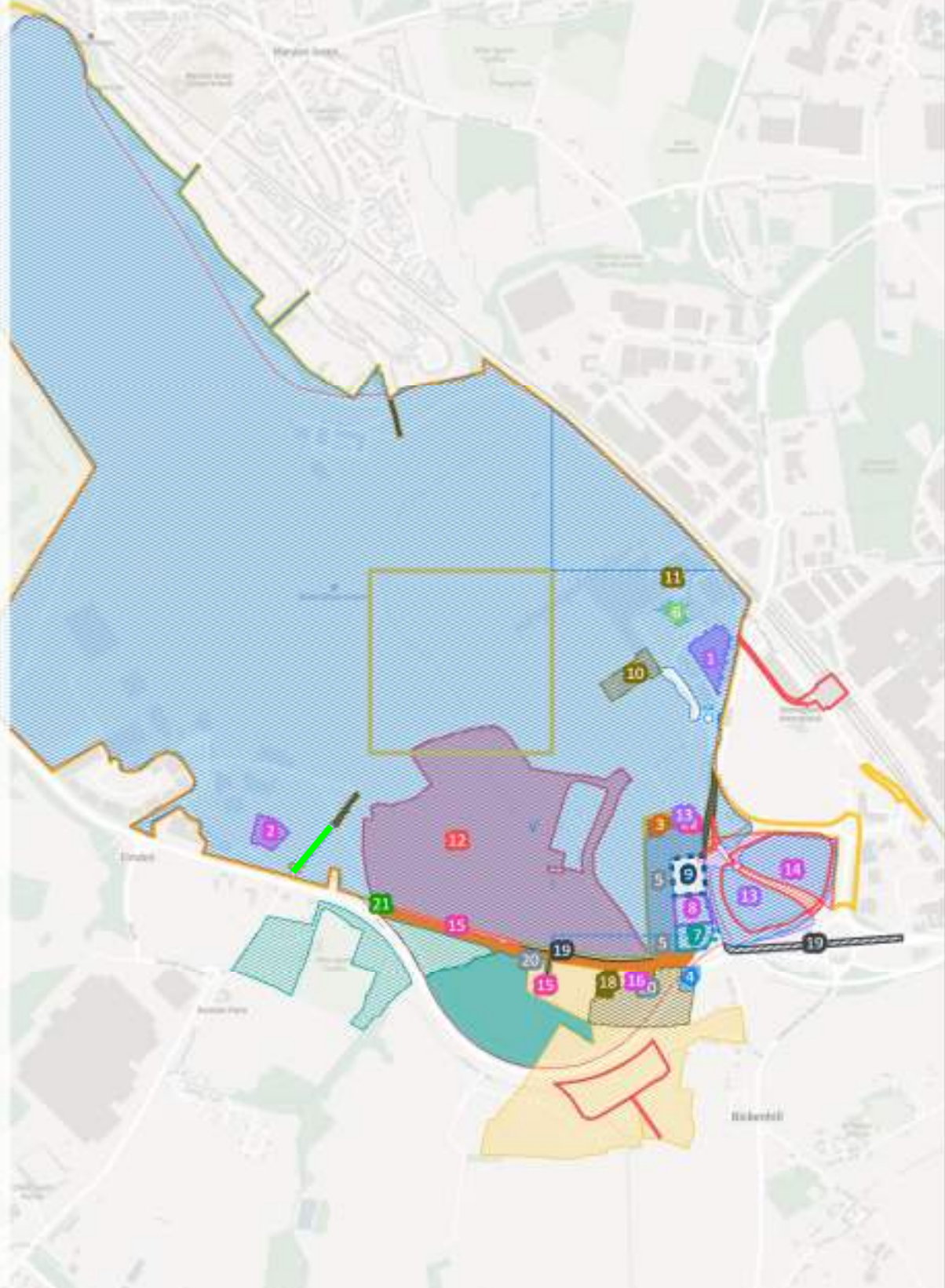
6. The Sixth Claimant is the registered proprietor of the following titles:-

Title Number	Freehold/Leasehold
ST371655	Freehold
ST351064	Freehold

Birmingham Airport - Plan 1A



- 1 (MM18862)
- 2 (MM33687)
- 3 (WK106001)
- 4 (WM210117)
- 5 (WM533742)
- 6 (WM543119)
- 7 (WM580834)
- 8 (WM594837)
- 9 (WM613993)
- 10 (WM474034)
- 11 (WM836251)
- 12 (MM72387)
- 13 (WK2163)
- 14 (WM426768)
- 15 (WM503201)
- 16 (WM964966)
- 18 (WM504259)
- 19 (WK8913)
- 20 (MM80239)
- 21 (MM14813)
- 22 (WK106592)
- MM14145
- MM20794
- WM141554
- WM203034
- WM225647
- WM442617
- WM484139
- WM642629
- WM772517
- WM941026
- WM765650









Map scale 1:12,252

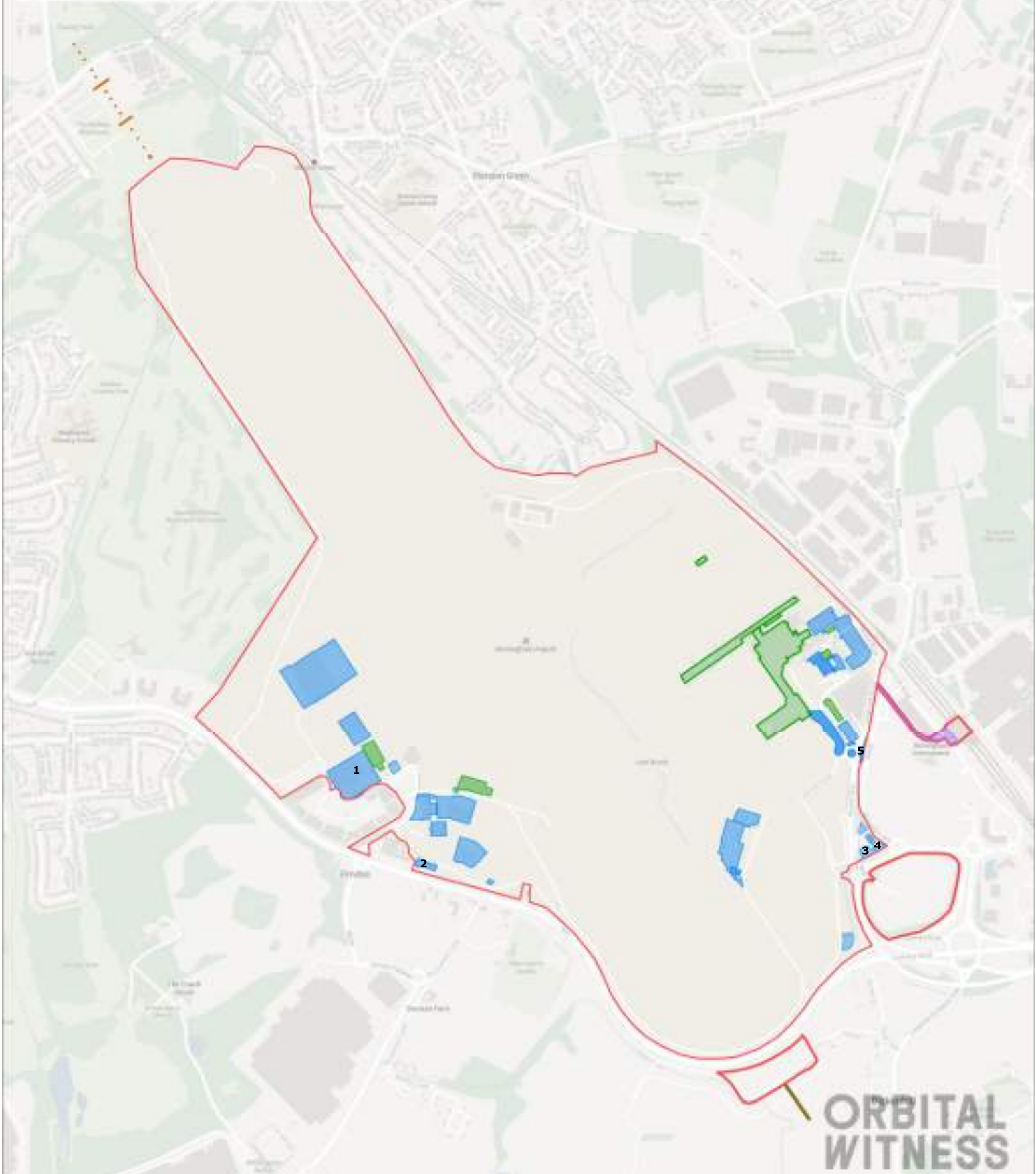
Assumes printed map area measures 272mm by 195mm.

ORBITAL WITNESS

Birmingham Airport - Plan 1B



-  Injunction
-  Third Party Areas
-  Part Third Party Areas
-  BHX Northern Landing Lights
-  BHX Southern Landing Lights
-  BHX Air Rail Link and Platform

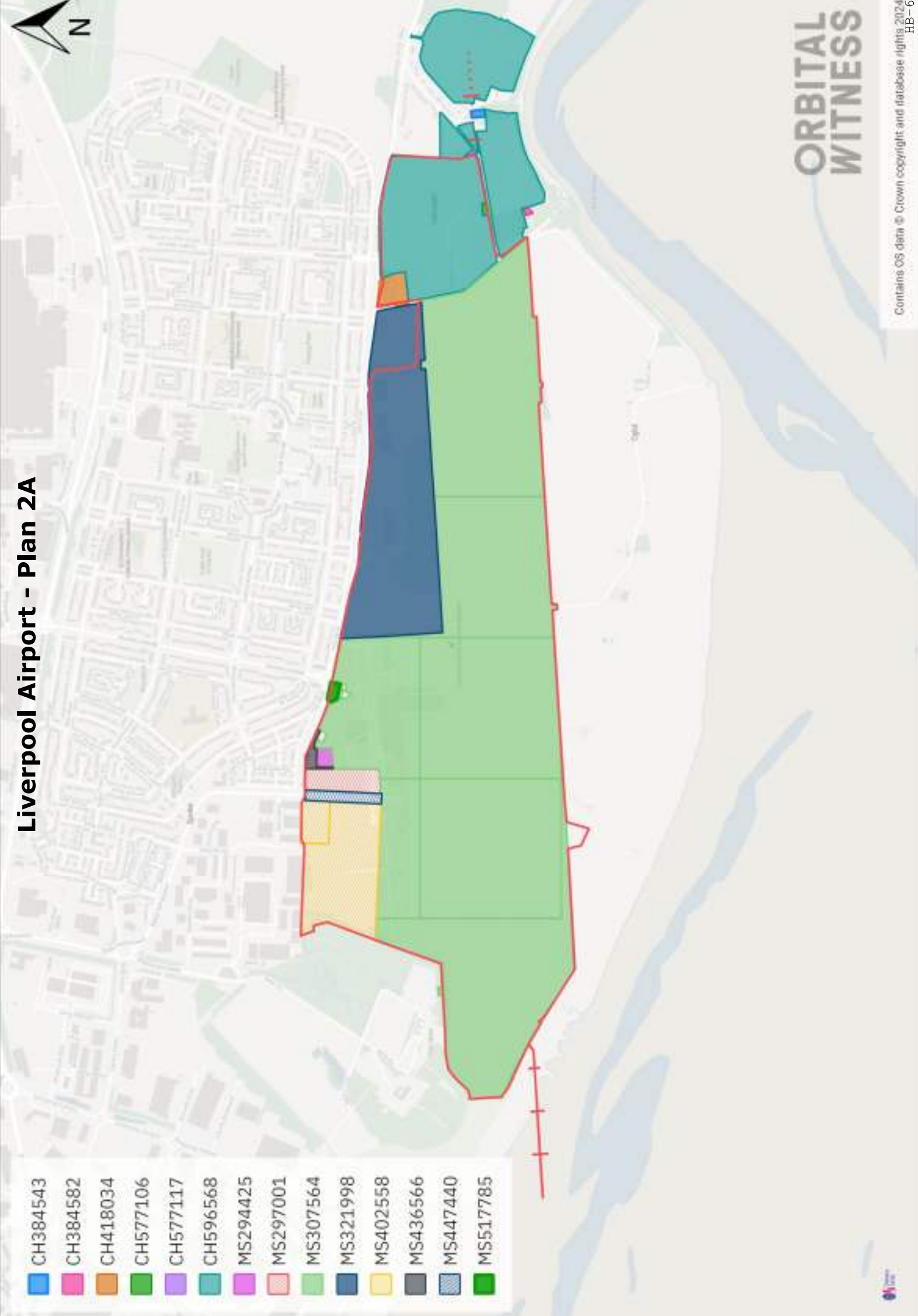


**ORBITAL
WITNESS**

Liverpool Airport - Plan 2A



- CH384543
- CH384582
- CH418034
- CH577106
- CH577117
- CH596568
- MS294425
- MS297001
- MS307564
- MS321998
- MS402558
- MS436566
- MS447440
- MS517785



ORBITAL
WITNESS



Liverpool Airport - Plan 2B



- Injunction
- Third Party Areas
- Part Third Party Areas
- LJLA Western Landing Lights
- LJLA Eastern Landing Lights
- Public Highways



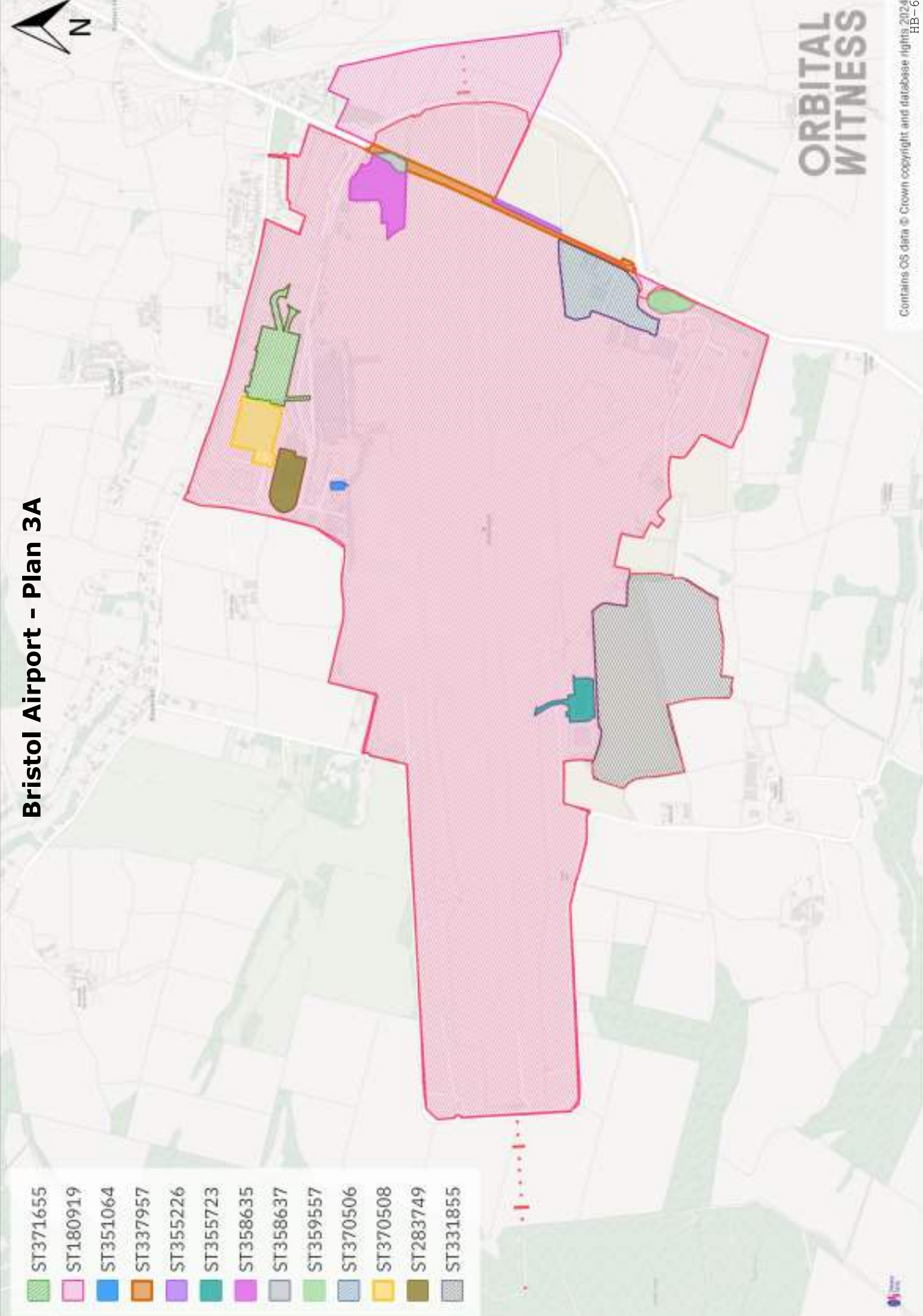
ORBITAL
WITNESS



Bristol Airport - Plan 3A



- ST371655
- ST180919
- ST351064
- ST337957
- ST355226
- ST355723
- ST358635
- ST358637
- ST359557
- ST370506
- ST370508
- ST283749
- ST331855








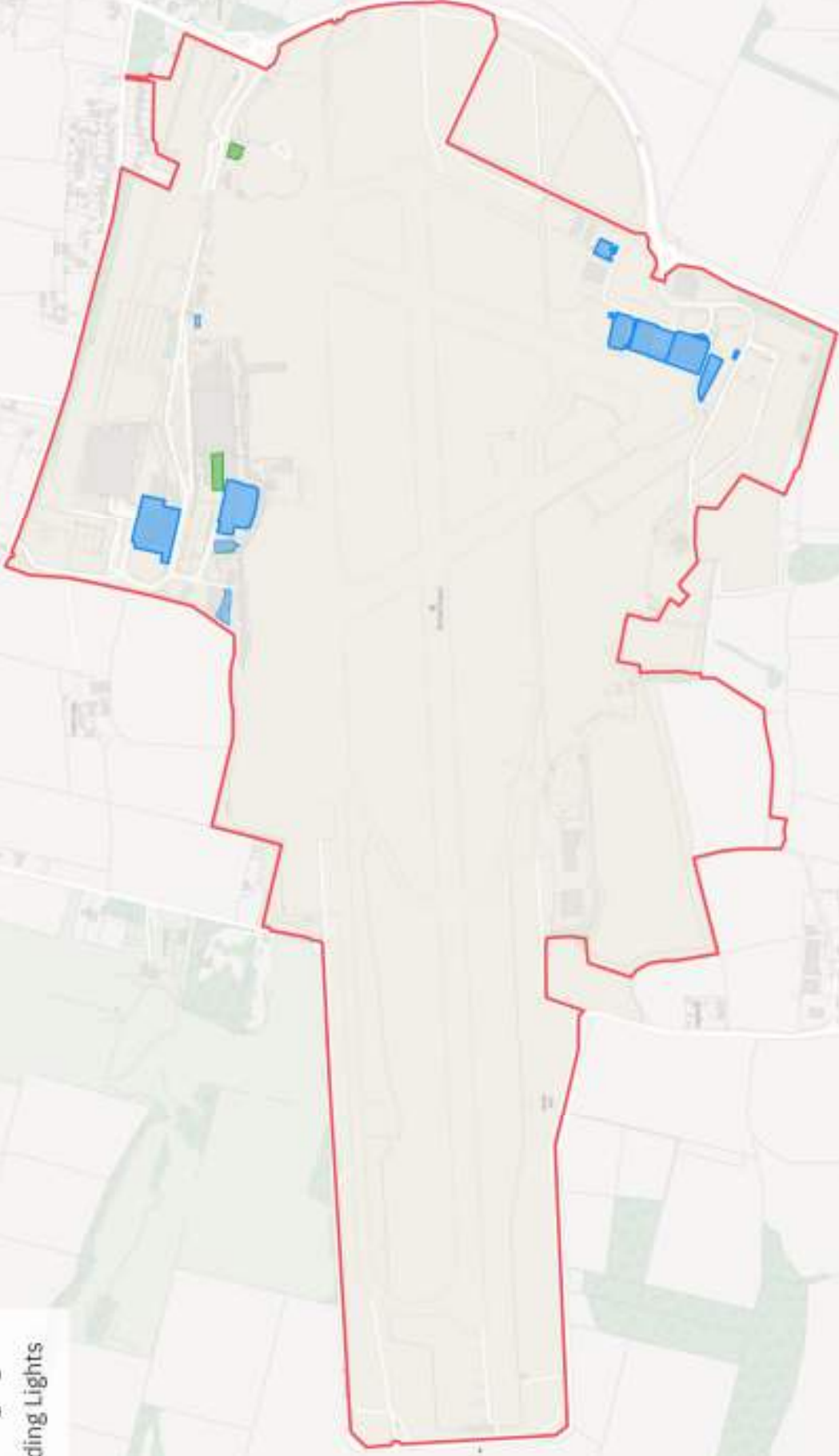
ORBITAL
WITNESS



Bristol Airport - Plan 3B



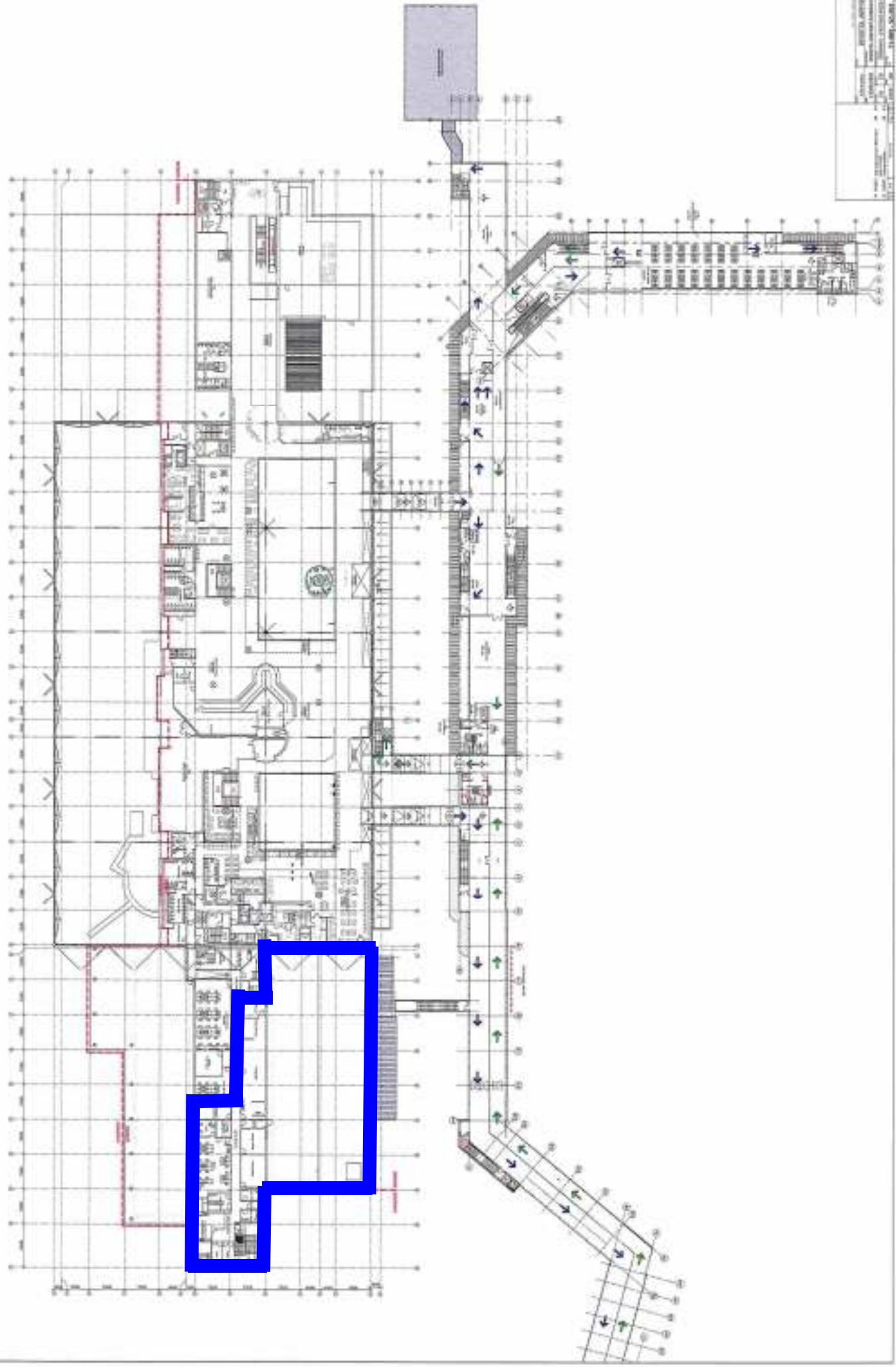
-  Injunction
-  Third Party Areas
-  Part Third Party Areas
-  BRS Western Landing Lights
-  BRS Eastern Landing Lights



**ORBITAL
WITNESS**

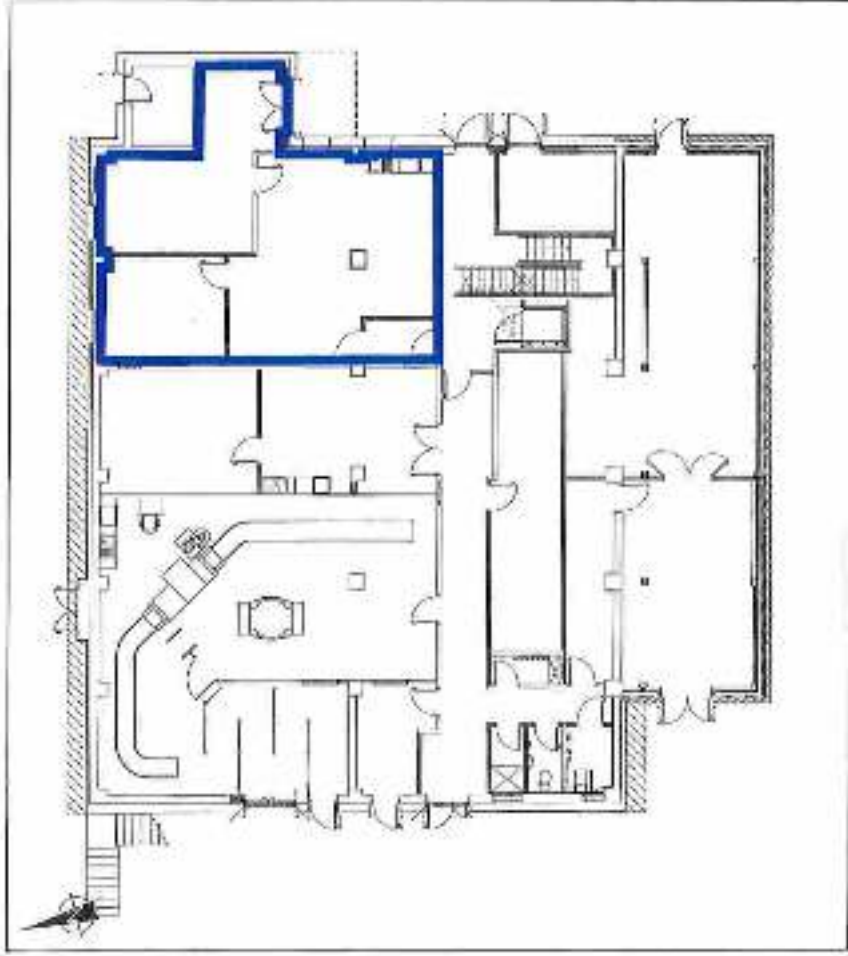


Bristol Airport Terminal Mezzanine - Plan 3D



PROJECT	BRISTOL AIRPORT
DATE	15/01/2011
SCALE	1:100
DESIGNER	AM
CHECKER	
APPROVED	

Bristol Airport Northside House - Plan 3F



LEASE PLAN - NSH GROUND FLOOR LEVEL

Scale 1:200

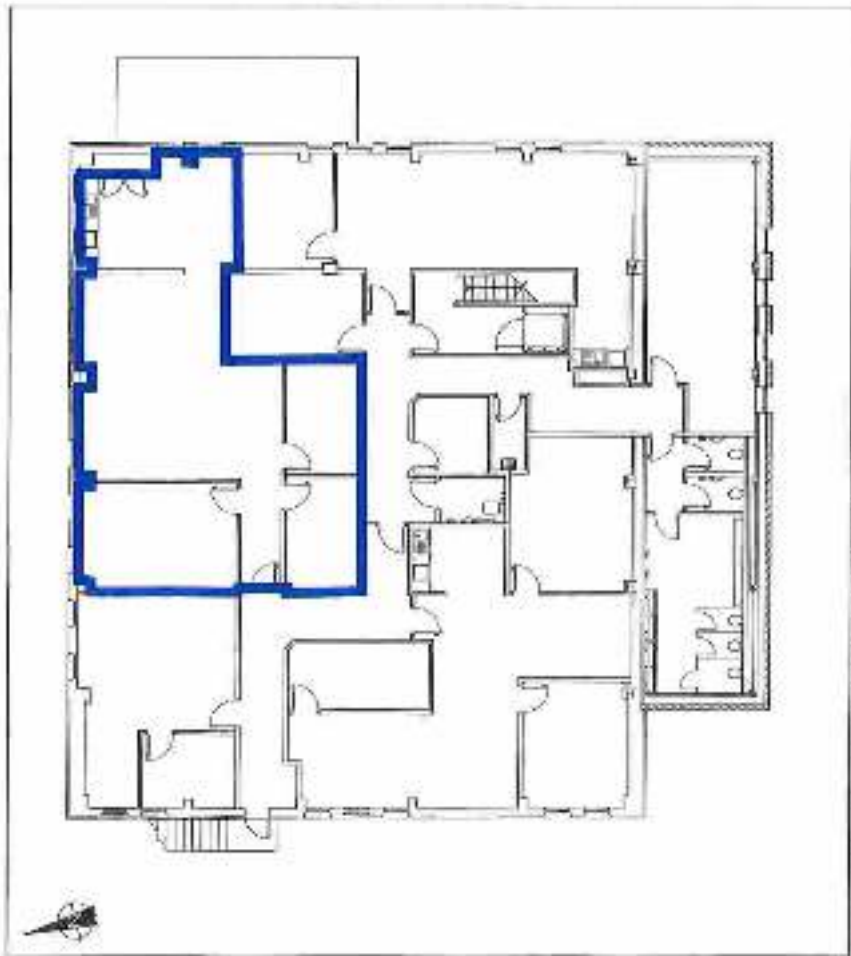


SITE REFERENCE PLAN

Scale 1:2500

KEY — DENOTES LEASE DEMISE TOTAL DEMISE AREA: 91.7m ² # DENOTES NORTHSIDE HOUSE (NSH) LOCATION	TODD ARCHITECTS 2ND FLOOR TITMACK-HOUSE, 8 UJESERS ROAD, SULLY/AS BT3 8DT, T: +44 (0)28 2554 5587, E: INFO@TODDARCH1.CO.UK	TODD	
		Status: INFORMATION Date: 30/04/2019 Drawn By: MM Check By: EH Scale: VARIES Page: A4	Client: BRISTOL AIRPORT Project Name: NORTHSIDE HOUSE REFURB Drawing Title: TUI
Rev: 1/1 Title: Arrangement Drawn By: MM Check By: EH	© TODD Architects Ltd All rights reserved		

Bristol Airport Northside House - Plan 3G



LEASE PLAN - NSH FIRST FLOOR LEVEL

Scale 1:250

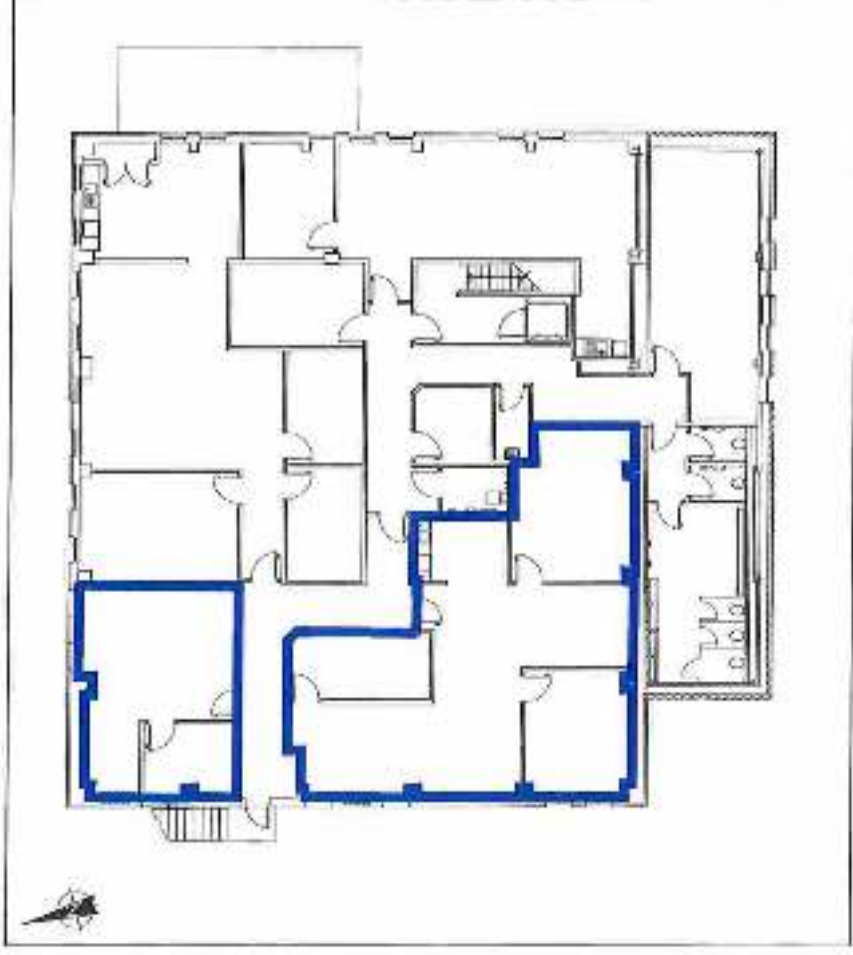


SITE REFERENCE PLAN

Scale 1:2500

KEY — DENOTES LEASE DEMISE TOTAL DEMISE AREA: 112.3m ² # DENOTES NORTHSIDE HOUSE (NSH) LOCATION	TODD ARCHITECTS 2ND FLOOR TITANIC HOUSE, 5 CLEENIS ROAD, BELFAST BT3 3ET, T +44 (0) 28 9694 6987, E INFO@TODDARCH.CO.UK	TODD
	Client: BRISTOL AIRPORT	Project Name: NORTHSIDE HOUSE REFURB
Date: 30/04/2019	Drawn by: MM	Checked by: EH
Scale: VARIES	Paper: A4	Drawing No.: 18034 - LE2-05
Date: Drawn by: Checked by:	Scale: Paper:	Project No.: 0
Max No. Drawn by:	Date:	© TODD Architects Ltd All rights reserved

Bristol Airport Northside House - Plan 3H



LEASE PLAN - NSH FIRST FLOOR LEVEL

Scale 1:250

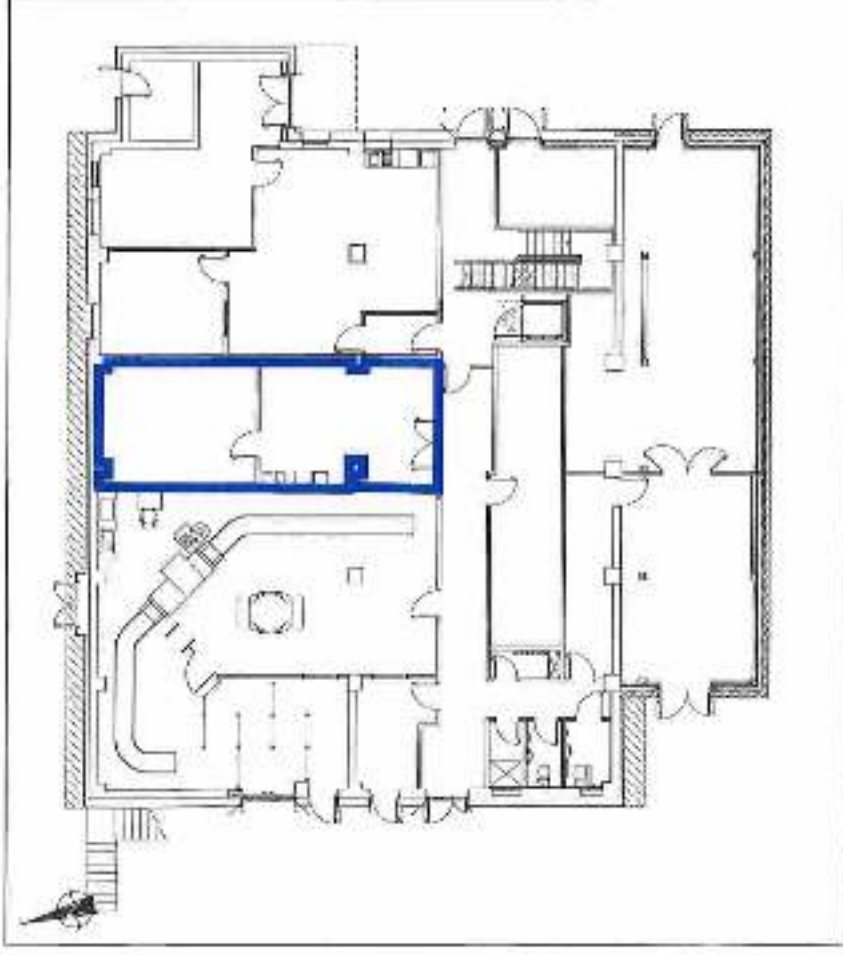


SITE REFERENCE PLAN

Scale 1:2500

KEY — DENOTES LEASE DEMISE TOTAL DEMISE AREA: 147m ² # DENOTES NORTHSIDE HOUSE (NSH) LOCATION		TODD ARCHITECTS 24,5 FLOOR TITANIUM HOUSE, 5 QUEEN'S ROAD, BRISTOL BT3 9DT, +44 (0) 12 524 2587, E: INFO@TODDARCH.CO.UK		TODD	
Client:	BRISTOL AIRPORT	Project Name:	NORTHSIDE HOUSE REFURB		
Date:	30/04/2019	Drawing Title:	easyJet (DHL)		
Drawn by:	MM	Checked by:	EH		
Scale:	VARIES	Sheet:	18034 - LE2-04		
Rev/Iss:		Drawn by:	0		
Date:		Approved by:			
Scale:	A4	Drawn by:			

Bristol Airport Northside House - Plan 3I



LEASE PLAN - NSH GROUND FLOOR LEVEL

Scale 1:250



SITE REFERENCE PLAN

Scale 1:2500

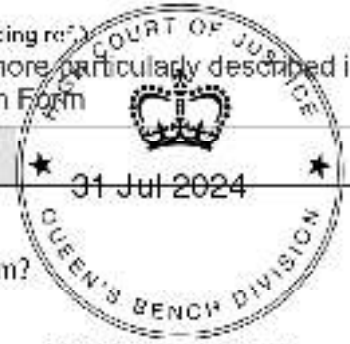
KEY — DENOTES LEASE DEMISE TOTAL DEMISE AREA: 48.7m ² # DENOTES NORTHSIDE HOUSE (NSH) LOCATION	TODD ARCHITECTS 2ND FLOOR TITMUS HOUSE, 8 QUEENS ROAD, SELL-45, B7D 9DT, T: +44 (0) 1273 9234 5997 E: INFO@TODDARCH.CO.UK ©2017	TODD	
		BRISTOL AIRPORT NORTHSIDE HOUSE REFURB	
INFORMATION Date: 30/04/2019		Drawing No: 18034 - LE2-02	
Drawn by: MM	Checked by: EH	Drawing Title: MORSON	
Scale: VARIES	Page: A4	Revision: 0	
Date:	Amount:	© TODD Architects Ltd All rights reserved	

Application notice

For help in completing this form please read the notes for guidance form N244Notes.

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

Name of court High Court of Justice (KBD)	Claim no.
Fee account no. (if applicable)	Help with Fees – Ref. no. (if applicable)
PBA0087211	HWF - [] - [] - []
Warrant no. (if applicable)	
Claimant's name (including ref.) Birmingham Airport Limited and ors	
Defendant's name (including ref.) Persons Unknown as more particularly described in the Schedule 1 of the Claim Form	
Date	



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

2. Are you a Claimant Defendant Legal Representative
 Other (please specify)

If you are a legal representative whom do you represent?

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

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?
 Hours Minutes
 Is this time estimate agreed by all parties? Yes No

7. Give details of any fixed trial date or period

8. What level of Judge does your hearing need?

9. Who should be served with this application?

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

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

If necessary, please continue on a separate sheet.

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



- 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

3 1

Month

0 7

Year

2 0 2 4

Full name

Stuart Sherbrooke Wortley

Name of applicant's legal representative's firm

Eversheds Sutherland (International) LLP

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

Partner

Applicant's address to which documents should be sent.

Building and street

One Wood Street

Second line of address

Town or city

London

County (optional)

Postcode

E	C	2	V	7	W	S
---	---	---	---	---	---	---

If applicable

Phone number

020 7497 9797

Fax phone number

DX number

Your Ref.

AllyboM/362291.1

Email

Party: Claimants
Name: Nicholas Barton
Number: First
Date: 31.07.24
Exhibit: "NB1"

CLAIM NO: KB-2024-

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

Claimants

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

FIRST WITNESS STATEMENT OF

NICHOLAS BARTON

I, Nicholas Barton, of Birmingham Airport Limited, Birmingham B26 3QJ, WILL SAY AS FOLLOWS –

1. I am the Chief Executive Officer for the First Claimant, Birmingham Airport Limited. The First Claimant operates the international airport known as Birmingham Airport ("**Birmingham Airport**") which serves around 11.8 million passengers a year and flying to over 133 destinations around the world.
2. As I explain below:-
 - 2.1 Just Stop Oil (an environmental campaign group) ("**JSO**") is threatening to disrupt operations at British airports during the summer of 2024 (and as explained in the witness statement of Stuart Wortley a number of incidents at British airports have now occurred); and
 - 2.2 The First Claimant has decided to apply for an injunction in respect of Birmingham Airport, shown edged red on Plan 1 attached to the Claim Form.
3. I make this witness statement in support of the application made by the First Claimant for an injunction at Birmingham Airport (jointly with applications made by the Second and Third Claimants for an injunction at Liverpool Airport and by the Fourth, Fifth and Sixth Claimants for an injunction at Bristol Airport).
4. The facts and matters set out by me in this witness statement are either known by me directly and are true, or are known by me indirectly and are believed to the best of my knowledge to be true. In relation to matters falling into the latter category, I have set out the source of my knowledge and belief. This statement was prepared through email correspondence and discussions with the Claimants' legal representatives.
5. I have read a copy of the accompanying witness statements of Stuart Wortley, John Irving and Graeme Gamble.
6. I refer to the exhibit marked "**NB1**" in this statement. This has been produced to me and I verify that the documents in those exhibits are true copies of the documents.
7. I should say at the outset that by taking this action the First Claimant is not trying to prohibit or restrain peaceful and lawful protest. The First Claimant accepts that this is a fundamental and important human right – it only seeks to restrain protest activity that goes beyond that which is peaceful and lawful. I note that Mr Irving and Mr Gamble confirm this on behalf of the Second and Third and on behalf of the Fourth, Fifth and Sixth Claimants respectively.

8. This statement has been organised into the following sections:-

Section 1: Birmingham Airport – Business Overview

Section 2: Access to Birmingham Airport

Section 3: Statutory Obligations on Airport Operators

Section 4: Birmingham Airport Byelaws

Section 5: Protests at Birmingham Airport

Section 6: Security and Health and Safety

Section 7: Operational Disruption and Financial Harm

Section 8: Apprehension of Future Protests and Harm

Section 9: The Balance of Convenience / Compelling Justification

Section 10: Cross-Undertaking in Damages

SECTION 1: BIRMINGHAM AIRPORT – BUSINESS OVERVIEW

9. Over 30 airlines operate from Birmingham Airport, which serves the leisure and business market for domestic and international air travel. Around 11.8 million passengers travel through the airport each year and during August 2024, we expect to service an average of around 48,000 travelling passengers each day. On peak days in excess of 50,000 passengers will use the Airport.
10. The First Claimant employs around 900 staff. Around 7,750 other individuals are employed across Birmingham Airport including by our business partners.
11. Birmingham Airport operates 24 hours per day every day.
12. XLR Executive Jet Centres Limited and Signature Aviation Limited each provide private aviation services and facilities from Birmingham Airport. They are tenants of Birmingham Airport and are located on the opposite side of the runway to the main passenger terminal at the airport.
13. In 2023, Birmingham Airport had 6,000 private movements in addition to the commercial airline operations, making up a significant proportion of the airport's daily aircraft movements.

14. Given that JSO and other environmental protest groups are particularly opposed to private aircraft, Birmingham Airport is an obvious target.
15. I am informed by my finance team that projected daily revenue for Birmingham Airport in August 2024 is around £764,000.

SECTION 2: ACCESS TO BIRMINGHAM AIRPORT

16. The nature of an airport is such that members of the general public have a licence to enter for the purposes of air travel or directly related purposes (such as dropping-off and picking-up those who are travelling). Individuals do not generally have a licence to enter for other purposes. They certainly have no licence to enter for the purpose of carrying out a protest or direct action. That much is obvious from the fact that such conduct may actively interfere with the primary activity of the airport (especially if such conduct is deliberately aimed at so interfering).
17. For clarity in this statement, where I refer to "airside" I refer to any area which is the other side of the security checks set out at Section 6 below. Any area before these security checks is known as "landside".

SECTION 3: STATUTORY OBLIGATIONS ON AIRPORT OPERATORS

18. The First Claimant is the person who has the management of Birmingham Airport for the purposes of being an "airport operator" under the Airports Act 1986.
19. Airports are subject to a significant amount of regulation, the following of which are relevant:
 - 19.1 Because they are engaged in commercial operations, have paved runways of greater than 800 metres and are open to the public, airports are required to be certificated by the Civil Aviation Authority ("**the CAA**") by Article 2 and 34(1) of the Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 July 2018 ("**the 2018 Regulations**"). This was assimilated into English law from 31 December 2020 by virtue of the European Union (Withdrawal) Act 2018.
 - 19.2 By article 33, Annex VII of the 2018 Regulations sets out essential requirements for an airport and the operation of it. By Annex VII, the aerodrome operator is responsible for, among other things:-
 - 19.2.1 ensuring the safe operation of aircraft at the aerodrome (paragraph 2.1(a));

- 19.2.2 taking appropriate measures to mitigate the risks of non-compliance with the responsibility to ensure the safe operation of aircraft (paragraph 2.1(b));
 - 19.2.3 ensuring that the movements of vehicles and person in the movement area and other operational areas are coordinated in order to avoid collisions and damage to aircraft (paragraph 2.1(d));
 - 19.2.4 ensuring that adequate aerodrome rescue and firefighting services are provided and that they respond to an incident or accident with due urgency (paragraph 2.1(j));
 - 19.2.5 ensuring that any person permitted unescorted access to the movement area or other operational areas is adequately trained and qualified for such access (paragraph 2.1(l));
 - 19.2.6 safeguarding the airspace around the aerodrome movement area from obstacles so as to permit the intended aircraft operations without creating an unacceptable risk by development of obstacles around the airport (paragraph 3.1.1);
 - 19.2.7 removing objects posing an unacceptable risk or taking appropriate mitigating action to protect aircraft using the aerodrome (paragraph 3.1.2); and
 - 19.2.8 monitoring hazards related to human activities and land use and mitigating the risk caused by them as appropriate, including developments or change in land use in the aerodrome area (paragraph 3.2).
- 19.3 In order to obtain a certificate, the airport must comply with the features set out in the Commission Regulation (EU) No 139/2014 ("**the 2014 Regulations**"). Birmingham Airport holds a certificate from the CAA.
- 19.4 By article 1(3) and (4) of the 2014 Regulations, airports have to comply with Annex III and IV. This means that:
- 19.4.1 the First Claimant is responsible for the safe operation and maintenance of the aerodrome in accordance with Regulation (EC) No 216/2008 and its Implementing Rules; the terms of its certificate; the content of the aerodrome manual; and any other manuals for the

aerodrome equipment available at the aerodrome, as applicable:
Annex III, ADR.OR.C.005, paragraph 1(a);

19.4.2 the First Claimant is also responsible for ensuring the provision of air navigation services appropriate to the level of traffic and operating conditions at the airport and the design and maintenance of flight procedures: Annex III, ADR.OR.C.005, paragraph 1(b);

19.4.3 if an unsafe condition develops at the aerodrome, the aerodrome operator is required, under the 2014 Regulations, to, without undue delay, take all necessary measures to ensure that those parts of the aerodrome found to endanger safety are not used by aircraft: Annex III, ADR.OR.C.005, paragraph 1(c);

19.4.4 the First Claimant must have procedures to prevent fires from occurring: Annex III, ADR.OR.C.040, paragraph 1(a);

19.4.5 the First Claimant must provide the services under Subpart B of Annex IV directly or indirectly which include: emergency planning; rescue and firefighting services; assessing runway conditions; verification that those storing and dispensing fuel to aircraft have procedures to ensure that aircraft are provided with uncontaminated fuel of the correct specification;

19.4.6 importantly, under ADR.OPS.B.075(a), one of the services they have to provide is monitoring the airport and its surroundings:

19.4.6.1 obstacle limitation and protection surfaces as established in accordance with the certification basis, and other surfaces and areas associated with the aerodrome, in order to take, within its competence, appropriate action to mitigate the risks associated with the penetration of those surfaces and areas;

19.4.6.2 marking and lighting of obstacles in order to be able to take action within its competence, as appropriate; and

19.4.6.3 hazards related to human activities and land use in order to take action within its competence, as appropriate;

19.4.7 ADR.OPS.B.075(b) requires the First Claimant to have procedures in place for mitigating the risks associated with obstacles,

developments and other activities within the monitored areas that could impact safe operations of aircraft operating at, to or from the aerodrome;

19.4.8 additionally, under subpart C of the Aerodromes Regulations, the First Claimant is required to maintain the surfaces of all movement areas with the objective of avoiding or eliminating any loose object/debris that might cause damage to aircraft or impair the operation of aircraft systems: ADR.OPS.C.010(b)(1).

19.5 under section 30(1) of the Airports Act 1986, the Secretary of State may give to any airport operator or to airport operators generally such directions of a general character as appear to the Secretary of State to be necessary or expedient in the interests of national security or of relations with a country or territory outside the United Kingdom. Those directions cannot be disclosed if the Secretary of State has notified the operator that it must not disclose the direction but must be complied with;

19.6 there must be an airport security plan in force in relation to an airport at all times, which sets out the security measures which various persons are to take including the police, the National Crime Agency, the manager of the airport, any aircraft operators, any person occupying land in the airport and any people permitted to access the airport for business: section 24AE(1) and (4) of the Airport Security Act 1982;

19.7 equally, there is a power under the Airport Security Act 1982 for the Secretary of State to give a direction to the manager of an airport to use his best endeavours to secure that searches, of the airport, aircraft and any people or property which may be in the airport, as are specified in the direction are carried out by constables or by other persons of a description specified in the direction: section 13(1).

20. Airport operators may make byelaws pursuant to section 63 of the Airports Act 1986. The byelaws may include (but are not limited) to the following byelaws:-

20.1 for securing the safety of aircraft, vehicles and persons using the airport and preventing danger to the public arising from the use and operation of the airport;

20.2 for controlling the operation of aircraft within, or directly above, the airport for the purpose of limiting or mitigating the effect of noise, vibration and atmospheric pollution caused by aircraft using the airport;

- 20.3 for preventing obstruction within the airport;
 - 20.4 for prohibiting or restricting access to any part of the airport;
 - 20.5 for preserving order within the airport and preventing damage to property within it;
 - 20.6 for requiring any person, if so requested by a constable or airport official, to leave the airport or any particular part of it, or to state his name and address and the purpose of his being within the airport; and
 - 20.7 for restricting the area which is to be taken as constituting the airport for the purposes of the byelaws.
21. Anyone who visits airports (including employees and members of the public) is subject to the relevant byelaws. Section 64 of the Airports Act 1986 provides that any person contravening any byelaws made under section 63 commits a criminal offence in doing so and is liable on summary conviction to a fine, punishable with a maximum fine of £2,500.

SECTION 4: BIRMINGHAM AIRPORT BYELAWS

- 22. The First Claimant exercised the powers conferred on it by section 63 Airports Act 1986 and made the Birmingham Airport Byelaws 2011 ("**the BHX Byelaws**"). They apply to an area outlined in red on Plan 1 attached to the Claim Form and the Particulars of Claim which shows the airport boundary.
- 23. A copy of the BHX Byelaws are attached to this statement marked "**NB1**".
- 24. In headline terms, the BHX Byelaws set out acts which are prohibited and others for which permission is required.
- 25. The BHX Byelaws provide:-

"The following acts are prohibited:-

'''

3.9 No person shall neglect, fail or refuse to comply with an indication or direction given either by the Airport Company via a Notice or by a Constable or an Airport Official.

3.10 No person shall obstruct or interfere with the proper use of the Airport nor obstruct any person acting in the execution of their duty in relation to the operation of the Airport or pursuant to any applicable Legislation, including the conveyance of passengers, their baggage and other goods,

the security and safety of passengers, and the maintenance and servicing of Aircraft.

3.36 *No person shall organise or take part in any demonstration, procession or public assembly likely to obstruct or interfere with the proper use of the Airport or the safety or security of passengers or persons using the Airport.”*

26. Other potentially relevant BHX Byelaws include the following:-

3.1	Tampering with Aircraft <i>No person shall tamper or interfere with any Aircraft, or anything used in connection with any Aircraft without lawful authority or reasonable cause or excuse.</i>
3.2	Boarding Aircraft <i>No person shall enter or climb upon or attempt to enter or climb upon any part of any Aircraft without the authority of the person for the time being in charge of that Aircraft.</i>
3.6	Protection of Obstacle Limitation Surfaces <i>No person shall construct a permanent or temporary structure or operate a crane or other machinery that penetrates the Obstacle Limitation Surface.</i>
3.7	<i>No person shall tamper with, interfere with or misuse any Airport Equipment without lawful authority or reasonable cause or excuse.</i>
3.8	<i>No person shall:-</i> <i>3.8.1 operate or use any radio transmitter or other thing capable of radiating or generating electrical interference in such a way as to affect adversely or be likely to affect adversely the operation of any communications, navigation or surveillance systems at the Airport;</i> <i>3.8.2 tamper with or misuse any telephone, telecommunications, public address system, navigation aids or other apparatus provided for transmitting and receiving messages at the Airport; or</i> <i>3.8.3 ...</i>
3.24	Identification <i>No person shall, upon request by a Constable or an Airport Official, fail to provide their correct name and address, the purpose of their being on the Airport and any identification which is necessary for the purpose of the request.</i>
3.25	Loitering <i>No person shall loiter on, sleep at, frequent or remain on the Airport or any part thereof without reasonable cause.</i>
3.27	Access to Airport <i>No person shall enter the Airport except for a bona fide purpose and no person shall remain at the Airport once that purpose has been discharged or after having been requested by a Constable or an Airport Official to leave.</i>

3.28	<p>Persons not to return for 24 hours</p> <p>No person, having left the Airport at the request of a Constable or an Airport Official, shall re-enter the Airport for a period of at least twenty-four hours thereafter unless re-entry is otherwise authorised in writing by the Constable or Airport Official issuing the original request to leave (or in their absence the Airport Company).</p>
3.29	<p>Prohibited Persons</p> <p>No person shall enter the Airport whilst having been temporarily or permanently prohibited from doing so. A person who has been either:</p> <ul style="list-style-type: none"> (a) convicted of an offence in relation to these byelaws, or of any other offence committed on Airport premises or involving the Airport's activities or operations; or (b) issued with a caution by the police in respect of such an offence; <p>may be excluded from the Airport permanently or for a set period of time, such exclusion to be set out in writing by the Airport Company to the person.</p>
3.37	<p>No display of flags of banners etc</p> <p>No person shall display any flags, banners or emblems likely to cause a breach of the peace on any part of the Airport.</p>
4	<p>No person shall perform any of the following acts, unless the permission of the Airport Company has first been obtained or unless the act is performed by a person acting with lawful authority or reasonable cause or excuse in circumstances in which the obtaining of permission would be likely to hinder that person in so acting.</p>
4.5	<p>Airport Equipment</p> <p>No person shall operate, use, move or disturb any Airport Equipment.</p>
4.7.2	<p>Entering vehicles etc</p> <p>No person shall enter or get on or attempt to enter or get on any truck, trolley, Aircraft steps or other Vehicle whatsoever or interfere with the brake thereon or other part of its mechanism without lawful authority or reasonable cause or excuse.</p>
4.8	<p>General</p>
4.8.1	<p>Compliance with Notices</p> <p>No person shall neglect, fail or refuse to comply with any Notice prohibiting or restricting any access to any building, road or any part of the Airport.</p>
4.8.2	<p>Not to cause annoyance or offence or physical or verbal abuse</p> <p>No person shall, behave in such a way as to give reasonable cause for annoyance or offence to any other person or cause a disruption at the Airport and shall cease such activities when reasonably requested by an Airport Official or Constable.</p>
4.8.3	<p>Apparatus etc</p> <p>No person shall erect or use any apparatus or article for transmission, receipt, recording, reproduction or amplification of sound, speech or images for:</p>

	<i>(a) commercial purposes; or (b) any purpose in a Security Search Area, Security Restricted Area or other operationally sensitive area.</i>
4.8.5	Security Restricted Area fence <i>No person shall place any building, structure, equipment, Vehicle or container or any other item within three metres of any fence forming the boundary of a Security Restricted Area without lawful authority or reasonable cause or excuse.</i>
4.8.6	Entry and exit points <i>No person shall enter or leave the Airport otherwise than through a gate or entrance/exit being provided for that purpose.</i>
4.8.8	Display signs <i>No person shall post, distribute or display signs, advertisements, circulars or other printed or written matter for commercial purposes.</i>

27. I am not aware of any instances of the BHX Byelaws needing to be enforced in respect of acts of protests at Birmingham Airport.
28. I am aware that the Public Order Act 2023 has relatively recently come into force and that some of the acts of protests carried out at Birmingham Airport might be capable of being prosecuted under that legislation (such as sections 1, 2 and 7).

SECTION 5: PROTESTS AT BIRMINGHAM AIRPORT

29. Ten Extinction Rebellion members conducted a small protest at a meeting of the Airport's Consultative Committee in December 2023. The protest took place outside Diamond House, an office building on the airport site, and did not disrupt airport operations. There was another small, non-disruptive protest by Extinction Rebellion in May 2024.
30. I have read a copy of the witness statement of Stuart Wortley which addresses recent protests at airports in England.

SECTION 6: SECURITY AND HEALTH AND SAFETY

Security – Usual Arrangements at Birmingham Airport

31. The First Claimant has strict security measures in place for all individuals (and vehicles) who seek to access airside. This can cover both passengers who are travelling through Birmingham Airport to another destination, but also staff who work airside, and vehicles which are needed to operate or provide a service airside. Under the Aviation Security Act 1982 no one is permitted to access a security restricted

area airside if they do not have the permission of the airport operator (which is subject to each person having undergone and passed these security checks).

32. In addition to the security checks, the First Claimant also operates:
 - 32.1 bollards across the access road which leads to the terminal front;
 - 32.2 security barriers blocking access to the goods yard. All goods going airside are passed through separate security scanners and are collected by staff who have already cleared security in order to be airside;
 - 32.3 Security barriers blocking access to the entry points of the airfield;
 - 32.4 24-hour CCTV in operation across the airport estate with vehicle recognition cameras capturing vehicles accessing the car parks.
33. Each passenger must show their boarding pass in order to proceed to the security checks, and each staff member or contractor must have a valid airport ID card. Anyone who has a visitor or temporary pass must be escorted at all times.
34. Exceptional security measures have been put in place by the First Claimant in anticipation of the forthcoming protests, including vulnerability testing, additional security communications and education to the airport community, more frequent risk reviews, additional security presence onsite and incident response exercising.

Health & Safety

35. The First Claimant is responsible for the safety and security of our staff and passengers who use Birmingham Airport as well as the smooth and efficient operation of scheduled flight activity.
36. The risks associated with any protest on the taxiway / runway include:-
 - 36.1 protestors who are not being supervised by ground-staff will be unaware of many of the hazards associated with airports and the precise nature of the dangers (for example) of being too close to a jet engine. All ground staff are trained in airport health and safety issues;
 - 36.2 fuel, which is flammable, for aircraft is stored (and supplied) in significant quantities as well as being carried on landing, departing and moving aircraft and is vulnerable to combustion and contamination;
 - 36.3 a landing, departing or moving aircraft could easily injure a protestor and any evasive action may put others at risk of injury;

- 36.4 pilots engaged in landing, departing or moving aircraft will not be expecting protestors on or near the taxiway / runway and may have to take evasive action in an attempt to avoid injuring protestors (which action may put others at risk of injury);
 - 36.5 all movements on the taxiway / runway are managed by air traffic control. Whilst air traffic control are able to communicate with pilots and ground-staff they would have no means of communicating with protestors;
 - 36.6 drivers of vehicles on the access road between the gate house or terminal and the aircraft stands will not be expecting protestors on or near the access road and may have to take evasive action in an attempt to avoid injuring protestors (which action may put others at risk of injury); and
 - 36.7 the emergency services and our own fire-fighting team may have to put themselves at risk in order to remove and / or rescue protestors.
37. All airports are a potential target for terrorist activity (which explains why they are routinely patrolled by police carrying firearms) meaning:-
- 37.1 there is heightened security and any activity which is out of the normal is particularly dangerous. Any protest activity could be interpreted (whether correctly or not) by the security services at airports as a potential threat, meaning that the police or security services may intervene with significant knock-on effects. If the protestors pose no security or counter-terrorism threat, that would be a distraction for the police and our security team and a diversion of resources which are necessary for the counter-terrorism work they carry out to keep members of the public safe; and
 - 37.2 there is also always the potential that the protests are, or turn, violent or are, in fact, used as cover for actual terrorist attacks.
38. All of these risks are heightened at Birmingham Airport owing to the JSO threats.

SECTION 7: OPERATIONAL DISRUPTION AND FINANCIAL HARM

- 39. In addition to health and safety concerns, it is apprehended that a protest at Birmingham Airport would result in financial harm, operational disruption and disruption and delay to members of the public.
- 40. The impact of protest activity at an airport is likely to be significant as they are places of high security and safety. For example:-

- 40.1 if protestors are on or near runways or taxiways (for example by gluing themselves to it), any departing or landing (or moving) aircraft would have to be halted until such time as the runways or taxiways were clear. That would also be true if, for example, there was the presence of material on the runway or taxiway which would or may interfere with (a) a safe landing or departure; and (b) the aircraft;
 - 40.2 that will inevitably cause delays to the operational schedule for departing and arriving aircraft;
 - 40.3 one flight being delayed in a modest fashion can cause a large impact to the departure and/or landing slots, meaning it can cause a number of other aircraft to depart or arrive later than scheduled;
 - 40.4 that in turn can have an impact on flight and cabin crew because the maximum amount of time that they can work for may elapse prior to completion of the scheduled flights without any alternative crew being available, as well as the possibility that aircraft are in the wrong location to be restaffed by the planned crew when necessary;
 - 40.5 as will be evident from that, delays at one airport can have a knock-on effect on other airports also. Additionally, where protestors are on or near the taxiway or runway, pilots engaged in landing may have to take evasive action and land elsewhere (which can, from time to time, be a matter of urgency in view of the fuel left in the aircraft), which puts pressure on other airports and results in passengers arriving at destinations which can be a considerable distance from their scheduled arrival destination; and
 - 40.6 similarly, a protest taking place onboard an aircraft is very likely to result in the aircraft having to make an emergency landing, given the counter-terror and safety risks even where the protest was 'peaceful'.
41. There is also a similar likelihood of the transportation of cargo being delayed where the aircraft is carrying cargo rather than passengers and the consequent impact on scheduling / other airports.
 42. In light of that, airports are particularly vulnerable to peaceful protest.
 43. If access to Birmingham Airport (or the main terminal building) were blocked, operational harm to the First Claimant may include:

- 43.1 staff being unable to gain access to the main terminal. Without minimum staff, Birmingham Airport cannot operate and may be forced to close.
 - 43.1.1 if security staff are prevented from access, security checks cannot be completed meaning customers cannot be processed to the departure lounge for boarding and so customers may miss their flight;
 - 43.1.2 if operational staff are prevented from access, flights will be unable to take off and/or land and so may be cancelled;
 - 43.1.3 if business partner staff are prevented from access, concessions may be unable to trade, aircraft may not be refuelled prior to take-off, aircraft may not be restocked prior to take-off.
- 43.2 customers being prevented from accessing the main terminal and so unable to make their flight.
- 44. If there is protest at Birmingham Airport, the First Claimant will also suffer financial harm as follows:-
 - 44.1 the First Claimant forecasts that during August 2024 it will process around 1.5 million customers. If it cannot operate, the First Claimant will still incur its usual costs but will lose revenue. As noted above, the expected daily revenue for Birmingham Airport in August 2024 is around £764,000;
 - 44.2 the First Claimant may also be subject to customer complaints if customers cannot gain access, and it may be required to reimburse customers for their inability to use pre-booked services such as meet and greet, car parking, Fast Track or Lounge access; and
 - 44.3 the First Claimant has service level agreements in place with a number of its airlines, and any delays to departures could result in a 'penalty' charge.
- 45. If protestors access the airfield, operational harm to the First Claimant may be caused by protestors gluing themselves to aircraft, to the runway or to one of the taxi-ways in an attempt to prevent aircraft from taking off or landing.
- 46. In addition, at any one time, valuable equipment, goods and aircraft will be located within the airport. Aeroplanes are also complex pieces of engineering and, if any debris/materials accidentally or deliberately make their way into their engine (or any other part), severe damage to the aircraft could be caused and would necessarily mean a flight would have to be cancelled or delayed because that aircraft would be

grounded until the issue could be investigated fully and either fixed or another aircraft made available.

47. In short, the financial loss could be enormous, and not easily compensated with an award of damages.
48. Clearly the harm may also extend to third parties - the First Claimant's business partners and the general public.

SECTION 8: APPREHENSION OF FUTURE PROTESTS AND HARM

49. For the reasons given above, the First Claimant reasonably apprehends that:-

- 49.1 Birmingham Airport will be targeted by protestors during the summer of 2024;
 - 49.2 the tactics and strategies deployed by the protestors will mirror those which have already been deployed by JSO, XR and (in Germany) Last Generation. Those tactics include protestors gaining access to critical parts of the airport (including airside), trespass, damage to property and obstructing access to the taxiways and runway.
50. JSO's stated aim is to disrupt airports. The protest at Stansted Airport on 20 June 2024 and the recent pre-emptive arrests of JSO protestors at Gatwick and Heathrow Airports (referenced in Stuart Wortley's witness statement) demonstrate that JSO is intent on following through with this threat.

SECTION 9: THE BALANCE OF CONVENIENCE / COMPELLING JUSTIFICATION

51. The First Claimant considers that:

- 51.1 unless an injunction is granted, there is a serious risk of disruption at Birmingham Airport this summer. To maintain the element of surprise and to avoid the risk of arrest, it is very unlikely that JSO or XR will make any public announcement concerning the location, time / date of any protest in advance;
- 51.2 damages would not be an adequate remedy for Birmingham Airport (not least because the Defendants - being a class of Persons Unknown - are very unlikely to be able to meet any award of damages);
- 51.3 since the remedy which the First Claimant seeks is only to prevent unlawful activity, there is no question of anyone in the class of Persons Unknown suffering any actionable loss or needing compensation in damages; and

- 51.4 the grant of an injunction to restrain disruption would provide an effective deterrent for activists who might otherwise contemplate direct action (given that the breach of an injunction would carry the risk of imprisonment for contempt of court). The First Claimant has considered whether it might enforce any breaches of the byelaws by way of criminal prosecutions. Whilst that may be possible, this is likely to be complicated and result in delays (for example, the Director of Public Prosecutions could take over the prosecutions at any stage under section 6(2) of the Prosecution of Offences Act 1985 and so the First Claimant would not be in control of that procedure). Furthermore, any prosecution would have to occur following an incident of protest by which time the serious impact on the airport, in the forms I identify above, would already have occurred.
52. Having regard to the credible threat of this apprehended protest activity and the harm that would be caused if an unlawful protest came to pass, I respectfully request that the Court grants the injunctive relief set out in the draft orders which accompany this claim.

SECTION 10: CROSS-UNDERTAKING IN DAMAGES

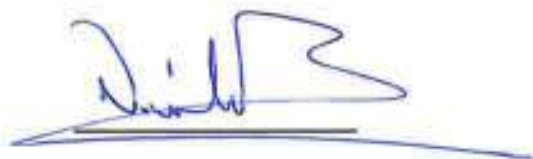
53. Although I cannot foresee any way in which anyone affected by the injunction could suffer loss or damage, I am authorised on behalf of the First Claimant to provide the necessary cross-undertaking to pay any sum which the Court considers appropriate to compensate anyone affected by the proposed injunction to restrain unlawful activity at Birmingham if it is subsequently determined that the First Claimant is not entitled to the order which it seeks.
54. The audited accounts for the First Claimant for the year ending 31 March 2023 show the following:-

Turnover for the year ending 31.03.23	Profit before tax for the year ending 31.03.23	Balance Sheet as at 31.03.23
£152 million	£41 million	£254 million

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement and exhibits 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.



NICHOLAS BARTON

31 July 2024

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

Claimants

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

NB1

This is the exhibit marked "NB1" referred to in the witness statement of Nicholas Barton.

Birmingham Airport Limited

Byelaws 2021



BIRMINGHAM AIRPORT

BYELAWS 2021

BIRMINGHAM AIRPORT LIMITED in exercise of the powers conferred on it by sections 63 and 64 of the Airports Act 1986¹ hereby makes the following byelaws which shall apply within the Airport:

1.0 Interpretation

1.1 In these byelaws:

Accident	means an unintended occurrence which has an adverse physical result;
Air Navigation Order	means the Air Navigation Order 2016 ² ;
Aircraft	means a heavier than air power driven flying machine and includes aeroplane (land plane), aeroplane (seaplane), aeroplane (amphibian), aeroplane (self-launching motor glider), powered lift (tilt rotor), rotorcraft (helicopter and gyroplane), microlight or glider
Airport	means the area of land and airspace constituting Birmingham Airport, including all areas accessible to Aircraft including runways, taxiways, aprons and all grass areas as shown on the map attached as Schedule 1 and marked "Map referred to in the Birmingham Airport Limited Byelaws 2021" and includes the People Movement System;
Airport Company	means Birmingham Airport Limited (registered in England and Wales under company number 02078273 and whose registered office is situated at Diamond House, Birmingham Airport, Birmingham, B26 3QJ), including any successor to it as airport operator (as that term is defined in the Airports Act 1986) and where the context so requires references in these byelaws to the Airport Company shall include a reference to the Company, its employees and agents;
Airport Equipment	means any mechanical or electrical or electronic apparatus or software used in connection with the operation of the Airport, including any such apparatus or software used for or in connection with the control of access of persons or Vehicles to any part of the Airport;
Airport Official	means any person authorised by the Airport Company to perform functions under these byelaws, as evidenced by such person having been issued with a letter of appointment from the Airport Company;

¹ 1986 c.31.

² S.I. 2016/765, as amended.

Airside	means the Movement Area of the airport, together with adjacent terrain and buildings or portions thereof, access to which is restricted;
Animal	means any animal, wild or domesticated, that is brought onto the Airport, except in byelaw 7.2 where it has the same meaning as in section 170(8) of the Road Traffic Act 1988 ³ ;
Authorised Premises	means premises in respect of which a premises licence has effect under the Licensing Act 2003 ⁴ to authorise the supply of alcohol (within the meaning of section 14 of that Act) for consumption on the premises or any Airport food and beverage unit which serves alcohol but is exempt from the requirement to hold a licence for the supply of alcohol;
Authorised Standing	means places designated by Notice as waiting places for Taxis;
Competence to Drive	means written authority issued to a person by their current employer which authorises that person to drive and operate a particular class of Vehicle;
Constable	means any person having the powers and privileges of a constable, a traffic police community support officer or a police community support officer;
Customs and Excise Acts	has the same meaning as in the Customs and Excise Management Act 1979 ⁵ ;
Drunk	means after consuming so much alcohol that the proportion of it in a person's breath, blood or urine exceeds the Prescribed Limit;
Head of Aviation Security	means the Airport Official appointed by the Airport Company from time to time to manage security at the Airport;
Legislation	means any Act of Parliament or subordinate legislation;
Lost Property Office	means any place designated from time to time by the Airport Company for the safekeeping of lost property;
Movement Area	means that part of the aerodrome to be used for the take-off, landing and taxiing of Aircraft, consisting of the manoeuvring area and the aprons;
Notice	means any notice, sign, object or device (whether fixed or portable) for conveying warnings, information, requirements, restrictions or prohibitions of any description erected and displayed by the Airport Company and all markings on the ground made or authorised by the Airport Company;
Obstacle Limitation Surface	means the airspace above the Airport which is to be maintained free from obstacles so as to permit the intended operations at the Airport to be conducted safely as defined by ICAO SARPS Annex 14 Volume 1 7 th edition 2016.;
Operator	means the operator of an Aircraft as defined in the Air Navigation Order;
People Movement System	means the transit system for the movement of people between the Airport and the Multi-Modal Interchange facility at Birmingham International Railway Station;
Prescribed Limit	Means the prescribed limit of alcohol as defined in section 11 of the Road Traffic Act 1988;
Private Hire Vehicle	means a vehicle, other than a Taxi or Public Service Vehicle, which is used for the purpose of carrying passengers for hire or reward and which is licensed under the Local Government (Miscellaneous Provisions) Act 1976 ⁶ ;

³ 1988 c.52.

⁴ 2003 c.17.

⁵ 1979 c.2.

⁶ 1976 c.57.

Public Vehicle	Service	has the same meaning as in section 1 of the Public Passenger Vehicles Act 1981 ⁷ ;
Road Enactments	Traffic	has the same meaning as in section 63(3) of the Airports Act 1986;
Security Area	Restricted	means any part of the airport designated by the Secretary of State as a security restricted area under s. 11A of the Aviation Security Act 1982 including but not limited to those Airside areas: where, in addition to access being restricted, other aviation security standards are applied.
Security Area	Search	means any area on the Airport designated by an Airport Official for security checks, screening of passengers or persons other than passengers, or other security purposes;
Taxi		means either a hackney carriage within the meaning of the Town Police Clauses Act 1847 ⁸ or a Private Hire Vehicle authorised by the Airport Company to ply for hire at the Airport;
Taxi Feeder Park		means the area of the Airport indicated from time to time by the Notice "Taxi Feeder Park";
Terminal Building		means the building or buildings used as terminals for passengers arriving at or departing from the Airport;
Terminus		means either of the places provided for the boarding and alighting of passengers to and from a People Movement System car;
Ticket		means a ticket, electronic ticket, token, plastic card or electronic device;
Vehicle		means any mechanically propelled conveyance, manually operated apparatus or connected or autonomous vehicle on wheels and includes trailers, items of plant that operate as wheeled vehicles and as static apparatus but does not include an Aircraft or passenger baggage; and
Walkway		means the pedestrian access route provided between the two tracks which carry the People Movement System cars.

1.2 These byelaws may be cited as the Birmingham Airport Limited byelaws 2021.

1.3 These byelaws shall not apply to emergency Vehicles or personnel of a fire, police or ambulance authority when acting in the course of duty or attending an emergency at the Airport.

2.0 Penalties

2.1 These byelaws are without prejudice to the right of the Airport Company to impose an immediate ban on any person, group or body that may be in breach of these byelaws for a fixed period of time.

2.2 Any person contravening any provision of byelaws 3 to 10 hereof shall be liable on summary conviction to a fine which shall not exceed the relevant level on the standard scale⁹ stated in

⁷ 1981 c.14.

⁸ 1847 c.89.

⁹ As at the date of these byelaws the relevant levels on the standard scale are, by virtue of section 122 of the Sentencing Act 2020, as follows:

Level 2 £500

Level 3 £1,000

Level 4 £2,500

but these are subject to amendment from time to time by statute or by regulations under that Act.

relation to each byelaw as indicated in the right hand column below adjacent to each byelaw. Where no fine is specified, the fine shall not exceed level 3 on the standard scale.

3.0 Prohibited Acts

The following acts are prohibited:

Number	Byelaw	Standard Scale Level
Security and safety of Aircraft		
3.1	<i>Tampering with Aircraft</i> No person shall tamper or interfere with any Aircraft, or anything used in connection with any Aircraft without lawful authority or reasonable cause or excuse.	4
3.2	<i>Boarding Aircraft</i> No person shall enter or climb upon or attempt to enter or climb upon any part of any Aircraft without the authority of the person for the time being in charge of that Aircraft.	3
3.3	<i>Aircraft Parking</i> Except in an emergency, no person shall place an Aircraft other than in the place and position allocated from time to time for that Aircraft by the Airport Company.	3
3.4	<i>Securing of Aircraft</i> No person shall fail to properly secure against movement or unauthorised entry any stationary Aircraft which is not in a hangar.	4
3.5	<i>Failure to report damage</i> No person shall without reasonable excuse fail to report damage howsoever caused to an Aircraft or Airport Equipment to a person having charge of it or its owner.	3
3.6	<i>Protection of Obstacle Limitation Surface</i> No person shall construct a permanent or temporary structure or operate a crane or other machinery that penetrates the Obstacle Limitation Surface.	3
Airport Equipment and systems		
3.7	No person shall tamper with, interfere with or misuse any Airport Equipment without lawful authority or reasonable cause or excuse.	4
3.8	No person shall:	
3.8.1	operate or use any radio transmitter or other thing capable of radiating or generating electrical interference in such a way as to affect adversely or be likely to affect adversely the operation of any communications, navigation or surveillance systems at the Airport;	4
3.8.2	tamper with or misuse any telephone, telecommunications, public address system, navigation aids or other apparatus provided for transmitting and receiving messages at the Airport; or	4
3.8.3	charge laptops, tablets, phones or other such portable devices other than in areas designated by the Airport for that purpose.	2
Safety, fire and other precautions		
3.9	<i>Compliance with Notices or directions</i>	4

	No person shall neglect, fail or refuse to comply with an indication or direction given either by the Airport Company via a Notice or by a Constable or an Airport Official.	
3.10	Obstruction and interference No person shall obstruct or interfere with the proper use of the Airport nor obstruct any person acting in the execution of their duty in relation to the operation of the Airport or pursuant to any applicable Legislation, including the conveyance of passengers, their baggage and other goods, the security and safety of passengers, and the maintenance and servicing of Aircraft.	4
3.11	Evacuation No person shall in an emergency fail to evacuate or remain in any building on the Airport when instructed to do so by a Constable, an Airport Official, fire marshal or fire service personnel without reasonable cause or excuse.	3
3.12	No smoking No person shall smoke, vape or use e-cigarettes or light any naked light:	
3.12.1	in any place where any such act is prohibited by a Notice;	2
3.12.2	in any place other than such place(s) designated and provided for such purposes by an Airport Official from time to time;	2
3.12.3	in any place within fifteen (15) metres of any Aircraft or a store of liquid fuel, gas, explosives or other flammable material; or	4
3.12.4	any part of an Airside area unless in a place expressly designated for such purpose.	4
3.13	False alarm No person shall knowingly by any means give a false bomb warning, false security threat, false threat to life or a false fire, ambulance or other emergency alarm.	4
3.14	Emergency exits No person shall obstruct or interfere with any of the emergency exits at the Airport.	4
3.15	Safety Clothing and Equipment No person shall at any time fail to correctly wear any safety-related clothing or to use any safety-related equipment as required by the Airport Company.	3
3.16	Wearing of passes No person, other than a bona fide airline passenger (or unless authorised by the Airport Head of Aviation Security), while in the Airport shall fail to wear a pass issued to them by or on behalf of the Airport Company so that it is reasonably visible at all times.	3
Vehicles and vehicular traffic within the Airport		
3.17	Airside No person driving a Vehicle Airside shall if requested to do so by a Constable or an Airport Official fail to produce either immediately or within seven (7) days following such request details of the third party insurance cover for the operation of the Vehicle Airside, their Airside driving permit, and if applicable, their Competence to Drive.	2
3.18	Information as to driver of a Vehicle No person keeping a Vehicle in the Airside area shall if requested to do so by a Constable or Airport Official fail to give such information as to the identity of the driver to as it is in their power to give and which may lead to the identification of the driver.	2
3.19	Airside Driving	4

	No person shall drive a Vehicle without first being in possession of a current Airside driving permit personally allocated to them by the Airport Company or being under escort by a person in possession of such a permit.	
3.20	Cargo, baggage etc. No person shall leave any cargo or baggage or equipment elsewhere than in a place specifically provided by the Airport Company and marked with a Notice for the accommodation of such cargo or baggage or equipment.	3
3.21	Not to remove baggage trolleys No person shall remove from the Airport or misuse any baggage trolley provided for passenger use by or on behalf of the Airport Company.	2
General		
3.22	Not to allow anything forbidden on Airport No person shall allow any Vehicle, Animal or thing to be on the Airport (having been given a reasonable period to remove it) after its presence on the Airport has been forbidden by a Constable or an Airport Official.	2
3.23	Compliance with Notices or directions No person shall whether on foot or while driving or propelling a Vehicle, neglect, fail or refuse to comply with an indication or direction given either by the Airport Company via a Notice or by a Constable or an Airport Official for the time being engaged in the regulation of traffic at the Airport.	3
3.24	Identification No person shall, upon request by a Constable or an Airport Official, fail to provide their correct name and address, the purpose of their being on the Airport and any identification which is necessary for the purpose of the request.	2
3.25	Loitering No person shall loiter on, sleep at, frequent or remain on the Airport or any part thereof without reasonable cause.	3
3.26	Not to return for 24 Hours No person shall allow any Vehicle, Animal or thing to be on the Airport after having been requested by a Constable or an Airport Official to remove it and no person having complied with this requirement shall allow that Vehicle, Animal or thing to re-enter the Airport for a period of at least twenty-four hours thereafter.	3
3.27	Access to Airport No person shall enter the Airport except for a bona fide purpose and no person shall remain at the Airport once that purpose has been discharged or after having been requested by a Constable or an Airport Official to leave.	4
3.28	Persons not to return for 24 hours No person, having left the Airport at the request of a Constable or an Airport Official, shall re-enter the Airport for a period of at least twenty-four hours thereafter unless re-entry is otherwise authorised in writing by the Constable or Airport Official issuing the original request to leave (or in their absence the Airport Company).	3
3.29	Prohibited persons No person shall enter the Airport whilst having been temporarily or permanently prohibited from doing so. A person who has been either:	4

	(a) convicted of an offence in relation to these byelaws, or of any other offence committed on Airport premises or involving the Airport's activities or operations; or (b) issued with a caution by the police in respect of such an offence; may be excluded from the Airport permanently or for a set period of time, such exclusion to be set out in writing by the Airport Company to the person.	
3.30	Unattended Baggage No person shall leave any baggage or other item unattended in any part of the Airport except in those areas designated by an Airport Official for that purpose.	2
3.31	Intoxicated on Airport land or property No person shall be intoxicated or under the influence of drugs or other intoxicating substances on Airport land or property.	3
3.32	Test for intoxication No person shall refuse to comply with a request from a Constable for a preliminary breath test, preliminary impairment test or preliminary drug test where the Constable has reasonable grounds to believe the person is Drunk or under the influence of drugs or other intoxicating substances on Airport land or property.	3
3.33	Consumption of alcohol No person shall within the Airport open or consume any alcohol unless purchased or obtained from Authorised Premises within the Airport and no person shall consume alcohol elsewhere than at or in Authorised Premises.	3
3.34	Sale of intoxicating substances No person shall sell alcohol other than on Authorised Premises or sell any other intoxicating substances anywhere on Airport land or property.	3
3.35	Soilage No person shall wilfully urinate or defecate at the Airport other than in toilets provided by, or with the permission of, the Airport Company or so as to outrage public decency or wilfully soil or defile any wall, structure, floor or pavement or any surface forming part of the Airport.	2
3.36	No demonstrations etc. No person shall organise or take part in any demonstration, procession or public assembly likely to obstruct or interfere with the proper use of the Airport or the safety or security of passengers or persons using the Airport.	3
3.37	No display of flags or banners etc. No person shall display any flags, banners or emblems likely to cause a breach of the peace on any part of the Airport.	2
3.38	Skateboards/roller-skates etc. No person shall use skateboards, roller skates, quad bikes, scooters, or similar modes of transport anywhere on the Airport except mobility scooters or wheelchairs for and used by disabled persons.	3
3.39	Use of Emergency Stop etc. Except in the case of emergency no person shall intentionally operate any switch or lever of any escalator, traveller, tracked transit system, lift or any other automatic conveyance for passengers upon or near to which a Notice is displayed which states that it is only intended to be operated in case of emergency.	4

3.40	Tampering with lift etc. Except in the case of emergency no person shall tamper with or misuse any lift, escalator, traveller, tracked transit system, conveyor belt, air jetty, or any mechanical or electrical or electronic apparatus without lawful authority or reasonable cause or excuse.	4
3.41	No litter No person shall throw, leave, drop or otherwise deposit anything within the Airport where doing so would or might cause, contribute to or lead to injury to any person or damage to property (including Aircraft), or the defacement by litter pollution, graffiti or waste substances of any part of the Airport.	3
3.42	Change to building or structure No person shall, without the permission of an Airport Official, remove, displace, damage, deface or alter any building, structure or other property whether moveable or immovable (including any Notice) forming part of or provided for or in connection with the Airport or erect or place on any part of the Airport any structure or property.	3
3.43	Uncovered refuse containers No person shall leave uncovered refuse containers in the Airport.	3
3.44	Spitting No person shall spit (including spitting or depositing chewing gum) on the floor, side or wall of any Vehicle, People Movement System car or bus, or in any building, or on any pavement within the Airport.	3
Animals		
3.45	Control of Animals No person in charge of an Animal shall fail to keep it under control or permit it to foul a footpath or a building provided that in proceedings for an offence against this byelaw it shall be a defence if the person charged took all reasonable precautions and exercised all due diligence to avoid the commission of the offence.	2
3.46	No person shall without reasonable excuse or lawful authority permit a dog to enter the Terminal Buildings or to remain on any part of the Airport.	3
3.47	Grazing of Animals No person shall cause or permit the grazing of any Animals within the boundary of the Airport.	2

4. Acts for which permission is required

No person shall perform any of the following acts, unless the permission of the Airport Company has first been obtained or unless the act is performed by a person acting with lawful authority or reasonable cause or excuse in circumstances in which the obtaining of permission would be likely to hinder that person in so acting.

Number	Security and Safety of Aircraft	Standard Scale Level
4.1	Use of Aircraft engine in hangar No person shall run or cause to be run an Aircraft engine in a hangar.	2
4.2	Cleaning and servicing of Aircraft	2

	No person shall clean, service or maintain Aircraft, Vehicles or equipment or run Aircraft engines in areas other than in those designated by an Airport Official.	
4.3	Moving of Aircraft No person shall move, or cause to be moved, over the roads or Movement Areas of the Airport any Aircraft by means of its engines.	3
4.4	Use of Vehicles in hangars No person shall take a Vehicle into a hangar used for the maintenance or storage of Aircraft.	3
4.5	Airport Equipment No person shall operate, use, move or disturb any Airport Equipment.	3
4.6	Safety, fire and other precautions	
4.6.1	No fire No person shall light a fire or commit any act causing or tending to cause an outbreak of fire elsewhere than in a place constructed for that purpose.	3
4.6.2	Use of fuel No person shall fill or discharge from any container, including any part of any Vehicle, liquid fuel elsewhere than in a place approved for that purpose by an Airport Official.	2
4.7	Vehicles and vehicular traffic within the Airport	
4.7.1	Permitted Vehicles only No person shall, unless directed by the emergency services in an emergency, take any Vehicle on to areas accessible to Aircraft (including runways, taxiways and aprons) and all grass areas.	4
4.7.2	Entering Vehicles etc. No person shall enter or get on or attempt to enter or get on any truck, trolley, Aircraft steps or other Vehicle whatsoever or interfere with the brake thereon or other part of its mechanism without lawful authority or reasonable cause or excuse.	4
4.8	General	
4.8.1	Compliance with Notices No person shall neglect, fail or refuse to comply with any Notice prohibiting or restricting any access to any building, road or any part of the Airport.	3
4.8.2	Not to cause annoyance or offence or physical or verbal abuse No person shall, behave in such a way as to give reasonable cause for annoyance or offence to any other person or cause a disruption at the Airport and shall cease such activities when reasonably requested by an Airport Official or Constable.	2
4.8.3	Apparatus etc No person shall erect or use any apparatus or article for transmission, receipt, recording, reproduction or amplification of sound, speech or images for: (a) commercial purposes; or (b) any purpose in a Security Search Area, Security Restricted Area or other operationally sensitive area ¹⁰ .	3

¹⁰ Separate powers of search and seizure may apply in respect of apparatus or articles used in breach of this byelaw, as set out in other relevant legislation such as s. 24B of the Aviation Security Act 1982 and s. 43 of the Terrorism Act 2000. Other offences may also be applicable (for example under s. 58A and Schedule 8A to the Terrorism Act 2000) depending on the circumstances.

4.8.4		
4.8.5	Security Restricted Area fence No person shall place any building, structure, equipment, Vehicle or container or any other item within three metres of any fence forming the boundary of a Security Restricted Area without lawful authority or reasonable cause or excuse.	3
4.8.6	Entry and exit points No person shall enter or leave the Airport otherwise than through a gate or entrance/exit being provided for that purpose.	3
4.8.7	Sale and distribution of goods or services No person shall sell or distribute anything, offer anything for sale or hire or make any offer of services for reward on the Airport.	3
4.8.8	Display signs No person shall post, distribute or display signs, advertisements, circulars or other printed or written matter for commercial purposes.	2
4.8.9	Begging No person shall beg or solicit funds or contributions of any kind.	4
4.8.10	No bookmakers No person shall enter, remain upon or use the Airport or any part thereof for the purpose of bookmaking, betting or wagering or agreeing to bet or wager, paying or receiving or settling bets with any other person.	2

5. Prohibited acts on parts of the Airport to which the Road Traffic Enactments do not apply.

In any part of the Airport to which the Road Traffic Enactments do not apply no person shall:

5.1	Placement of Vehicle drive or operate or place a Vehicle elsewhere than in a place provided for the passage or accommodation of such a Vehicle.	4
5.2	Speed and manner of driving drive a Vehicle:	
5.2.1	dangerously and for the purposes of this byelaw driving dangerously shall have the meaning given to it in section 2A of the Road Traffic Act 1988 ;	4
5.2.2	without due care and attention, or without reasonable consideration for other persons using that part of the Airport;	4
5.2.3	whilst Drunk or under the influence of drugs or other intoxicating substance; or	4
5.2.4	without prejudice to any Notice from an Airport Official from time to time at a speed in excess of fifteen (15) miles per hour on the aprons or Airside roads or on any roads forming part of the Airport in excess of such other speed limit indicated by a Notice which conforms to the Traffic Signs Regulations and General Directions 2016 ¹¹ , which speed shall not in any event be more than forty (40) miles per hour except in an emergency.	4
5.3	Not to cause danger with a Vehicle except in an emergency, cause or permit to be used, any Vehicle in such a way as to cause or be likely to cause danger or nuisance to any Aircraft, person or property.	3
5.4	Fail to set handbrake etc cause or permit any Vehicle to be left unattended unless any parking brake or restraining device with which the Vehicle is equipped is properly engaged.	3
5.5	Use of Vehicles use, cause or permit to be used any Vehicle which fails to comply with any braking, steering, lighting, tyre, fuel and exhaust system or electrical requirements that would apply to that type of Vehicle if it were to be operated on a road to which the Road Traffic Enactments apply or use, cause or permit to be used any Vehicle where the safety locking devices or brakes are not in good working order.	3

¹¹ SI 2016 no.362

5.6	Fuel and exhaust systems use, cause or permit to be used any Vehicle unless the condition of the fuel and exhaust system is such that it will not cause nuisance, obstruction or danger to any Aircraft, person or property.	2
5.7	Charging Points charge a vehicle unless through a charging point provided for the purpose and no person shall use such a charging point otherwise than in accordance with its instructions for use.	2
5.8	Vehicle waiting except in an emergency, leave or park a Vehicle or cause it to wait for a period in excess of the permitted time in an area where the period of waiting is restricted by Notice.	3
5.9	Passenger safety and insecure load use, cause or permit to be used:	
5.9.1	any Vehicle unless such Vehicle, and all parts and accessories of such Vehicle are at all times in such condition, and the number of passengers carried by such Vehicle, the manner in which any passengers are carried in or on such Vehicle, and the weight, distribution, packing and adjustment of the load of such Vehicle are such that no danger is caused or is likely to be caused to any person in or on such Vehicle or on the Airport; or	2
5.9.2	any Vehicle unless the load carried by such Vehicle is at all times so secured, if necessary by physical restraint other than its own weight, and is in such a position that neither danger nor nuisance is caused or is likely to be caused to any person or property by reason of the load or any part thereof falling or being blown from such Vehicle, or by reason of any other movement of the load or any part thereof in relation to such Vehicle.	2
5.10	Use of mobile phone when Airside, use a mobile phone whilst operating a moving Vehicle.	3
5.11	Permitted areas for Vehicles except in an emergency, cause or permit Vehicles, Aircraft servicing equipment or persons to enter those parts of the Airport licensed for the surface movement of Aircraft including the manoeuvring area, aprons and any part of the Airport provided for the maintenance of Aircraft except those parts specifically allocated from time to time by an Airport Official for use by Vehicles, Aircraft servicing equipment or persons.	2
5.12	Parking	
5.12.1	wait, leave or park, load or unload a Vehicle in an area where waiting is prohibited as indicated	3

	by a Notice or by an Airport Official or where the Vehicle would cause any obstruction.	
5.12.2	park any Vehicle on any part of the Airport other than in an area that is specifically designated by Notice or by an Airport Official for the parking of such Vehicle and, for the avoidance of doubt, if an area at the Airport is designated by Notice or an Airport Official for parking by a certain category of person (including, for example, disabled persons or occupiers of certain premises at the Airport) no Vehicle other than one belonging to such category of person may be parked in such area.	3
5.12.3	when in charge of a Vehicle, without reasonable excuse fail to remove it from any parking place when required to do so by a Constable or an Airport Official.	3
5.13	Compliance with Notices or directions whether on foot or while driving or propelling a Vehicle, neglect, fail or refuse to stop or comply with an indication or direction given either by the Airport Company via a Notice or by a Constable or an Airport Official for the time being engaged in the regulation of traffic at the Airport.	2
5.15	Unattended Vehicles except when Airside and acting in accordance with an instruction of the Airport Company:	3
5.15.1	leave any Vehicle unattended when its engine is running; or	3
5.15.2	leave any Vehicle with a removable ignition key unattended when the ignition key is in the Vehicle.	2

6. Taxis and Private Hire Vehicles

6.1	<p>Supply or hire No person shall in the Terminal Building or other public building, car parks or other public place on the Airport offer their or any other Vehicle for hire or perform any services in relation to the supply or hire of a Vehicle without the permission of an Airport Official.</p>	2
6.2	<p>Right to ply for hire No person shall cause or permit a Taxi or Private Hire Vehicle to ply for hire or load passengers unless: (a) authorised to do so by an Airport Official in writing; and (b) they do so from an Authorised Standing provided that it shall not be an offence to load passengers in a public car park, at a pick-up point designated by an Airport Official for that purpose or, with the consent of a Constable, traffic warden in uniform, or an Airport Official.</p>	2
6.3	<p>Restriction on use of Authorised Standing No person shall stand or park a Taxi on the Airport for the purpose of being available for hire except on an Authorised Standing and no person shall permit or cause a Vehicle other than a Taxi to stand on an Authorised Standing.</p>	2
6.4	<p>Immediate hire on Authorised Standing Taxi drivers on an Authorised Standing shall remain with their Taxis and be available for hiring immediately and no person shall leave their Taxi on an Authorised Standing unless willing to be hired immediately.</p>	2
6.5	<p>Acceptance of fare No driver of a Taxi shall refuse to accept a fare:</p>	
	<p>(a) unreasonably;</p> <p>(b) because the person wishing to be carried has a protected characteristic (as defined in the Equality Act 2010¹²) unless:</p> <ul style="list-style-type: none"> i. in the case of a disabled person in a wheelchair, the Taxi is not designated under section 165(3)(a) of the Equality Act 2010; and/or ii. in the case of a disabled person in a wheelchair or a disabled person accompanied by an assistance dog, the driver is in possession of a current exemption certificate on medical grounds issued under section 166(1) or section 169(1) of the Equality Act 2010; and/or 	2

¹² 2010 c.15, as amended.

	(c) whilst positioned on an Authorised Standing.	2
6.6	Obstruction Taxi drivers shall not obstruct any roads, footpaths or buildings at the Airport or cause annoyance or disturbance to persons within the Airport or obstruct or interfere with the proper use of the Airport or with any person acting in the execution of their duty in relation to the operation of the Airport.	2
6.7	Authorised Standing vacancies Drivers shall move up their Taxis on Authorised Standings to fill vacancies as they occur, and vacancies shall not be filled in any other manner.	2
6.8	Broken down Taxis Broken down Taxis shall not be left by their drivers on an Authorised Standing longer than is reasonably necessary to effect removal unless the breakdown is temporary and is remedied without delay.	2
6.9	Compulsory use of Taxi Feeder Park Taxis shall go through the Taxi Feeder Park before driving onto an Authorised Standing unless at the direction of or with the consent of a Constable or an Airport Official.	2
6.10	Authorised Use of Taxi Feeder Park No person shall bring a Taxi onto the Taxi Feeder Park unless they have been permitted to do so by an Airport Official and display a Ticket issued for that purpose on the windscreen of the Taxi so that it is clearly visible.	2
6.11	Defacing Tickets No person shall deface, alter or amend any Ticket issued for the purpose referred to in byelaw 6.10.	2
6.12	Directions within Taxi Feeder Park Taxi drivers in the Taxi Feeder Park shall observe any directions given to them by a Constable or an Airport Official for good order and orderly movement whilst in the Taxi Feeder Park.	2
6.13	Exit from Taxi Feeder Park Taxi drivers shall either leave the Taxi Feeder Park by an exit designated for that purpose or proceed directly and without delay to the Authorised Standing.	2
6.14	Identification Taxi drivers shall on request by a Constable or an Airport Official provide their correct name and address, the purpose of their being on the Airport and adequate identification.	2
6.15	No cleaning of Taxis on Authorised Standing No person shall wash down or clean out a Taxi on an Authorised Standing.	2
6.16	Running engine	2

	No person shall leave the engine of a Taxi or Private Hire Vehicle running while stationary at the Airport.	
--	---	--

7. Accident Reporting

7.1	Aircraft Accident reporting Where, on a part of the Airport to which the Road Traffic Enactments do not apply, any Accident involving an Aircraft, occurs:	
7.1.1	if present at the time of the Accident, no pilot in command (or, if the Aircraft is being towed, the tug-driver) shall fail to stop, report the Accident immediately to an Airport Official and give: (a) their name and address; (b) the name and address of the person who is the Operator of the Aircraft at the time of the Accident; (c) the identification marks of the Aircraft; and (d) details of the Accident; to a Constable or Airport Official or any other person having reasonable grounds for requiring them.	3
7.1.2	no driver of any Vehicle involved shall fail to stop and give: (a) their name and address; (b) the name and address of the owner of the Vehicle; (c) the registration number or identification marks of the Vehicle; and (d) details of the Accident, to a Constable or Airport Official or any other person having reasonable grounds for requiring them, as soon as reasonably practicable.	3
7.2	Vehicle Accident reporting Where, on a part of the Airport to which the Road Traffic Enactments do not apply, any Accident involving a Vehicle occurs by which: (a) personal injury is caused to a person other than the driver of that Vehicle; or (b) damage is caused: i. to a Vehicle other than that Vehicle; ii. to an Animal other than an Animal in or on that Vehicle; or iii. to any other property constructed on, fixed to, growing in or otherwise forming part of the land on which the road in question is situated or land adjacent to such land; no driver shall fail to stop as soon as reasonably practicable after the Accident and provide a Constable or Airport Official with details of the Accident, including their name and address, the name and address of the owner of the Vehicle	3

	and the registration number or identification of the Vehicle.	
--	---	--

8. People Movement System		
8.1	No person shall, at any Terminus at which entrance to or egress from a People Movement System car is controlled by means of an automatic barrier, enter or leave such Terminus without passing through such barrier except with permission of an Airport Official or a Constable or in the case of emergency.	3
8.2	No person shall when entering a People Movement System car intentionally obstruct passengers also seeking to enter or alight therefrom.	3
8.3	No person shall enter a People Movement System car which is already occupied at full capacity.	3
8.4	No person other than an Airport Official or such person as is authorised by an Airport Official or the Airport Company shall mount any part of a People Movement System car except such part or parts as are provided for the carriage of persons.	3
8.5	No person other than an Airport Official shall intentionally operate, move, work or tamper with any mechanical or electrical appliance in the Terminus or a People Movement System car or any other device operating or controlling any mechanical or electrical appliance in the Terminus or a People Movement System car except:	3
8.5.1	in cases of emergency, any switch, lever or other device or mechanical or electrical appliance upon or near which is displayed a Notice indicating that the device or appliance is intended to be operated only in cases of emergency; or	
8.5.2	when the People Movement System car is stationary at a platform or place appointed for passengers to enter or leave a People Movement System, any automatic door in a People Movement System car or any switch, lever or other device or mechanical or electrical appliance upon or near which is displayed a Notice that it is intended to be operated by passengers to open or close such door.	
8.6	No person shall except in cases of Accident or other emergency or if requested to do so by an Airport Official or a Constable:	

8.6.1	open the door or stand on the step or footboard of a People Movement System car whilst it is in motion or between termini;	3
8.6.2	enter or leave a People Movement System car whilst it is in motion, between termini or otherwise than at a place appointed for passengers to enter or leave a People Movement System car;	3
8.6.3	enter or leave a People Movement System car after any automatic doors have commenced to close;	3
8.6.4	where Notices are exhibited in a People Movement System car indicating that a door shall be used for entrance thereto and another door for exit therefrom enter by the door indicated for exit or leave by the door indicated for entrance;	2
8.6.5	walk on the track or Walkway or gain access to the track or Walkway;	3
8.6.6	remove any guardrail; or	3
8.6.7	use the emergency doors on a People Movement System car or at the Terminus.	3

9. Lost Property

9.1 *Application of byelaws to lost property*

These byelaws shall apply in relation to the safe custody, re-delivery and disposal of any property or thing which while not in proper custody, is found on any part of the Airport to which the public or passengers have access or in any Vehicle owned or operated by or on behalf of the Airport Company.

9.2 *Handing in of lost property by public*

Subject to the provisions of the Customs and Excise Acts, any person (other than a member of staff of the Airport, Airport Official or Constable) who finds property which they believe to be lost or abandoned shall immediately notify the Lost Property Office or a member of staff of the Airport, an Airport Official or Constable and inform that person of the place and circumstances in which it was found.

9.3 *Handing in of lost property by Airport personnel*

9.3.1 Subject to the provisions of the Customs and Excise Acts and to byelaw 9.3.2, any member of Airport staff, Airport Official, or a Constable to whom property is notified pursuant to byelaw 9.2 or who finds any lost property to which these byelaws apply pursuant to byelaw 9.1 shall, as soon as possible and in any case before leaving the Airport, deliver such property for safe custody in the state in which it comes into their possession to the Lost Property Office and inform a member of staff of the Airport or an Airport Official at the Lost Property Office of the circumstances in which it was found.

9.3.2 If before any lost property shall have been delivered for safe custody to the Lost Property Office pursuant to byelaw 9.3.1 it is claimed by a person who satisfies the member of staff of the Airport, an Airport Official or Constable, as the case may be, that they are the true owner, it shall be returned to that person, forthwith, without fee or reward, upon them giving their name

and address to the member of staff of the Airport or an Airport Official or Constable who shall, as soon as possible, report the facts and give the claimant's name and address and a description of the lost property to the Lost Property Office.

9.4 Retention of lost property

9.4.1 Any lost property delivered to the Lost Property Office shall be retained in safe custody by or on behalf of the Airport Company until claimed by the true owner thereof or disposed of in accordance with these byelaws and the Airport Company shall keep for a period of not less than 12 months a record showing particulars of the lost property (whether delivered to the Lost Property Office or redelivered to a person pursuant to byelaw 9.3.2 or disposed of pursuant to byelaw 9.5.2, 9.5.3 and 9.5.4), the circumstances in which it was found and the ultimate disposal of the lost property, provided that:

9.4.1.1 official documents, including licences and passports shall, wherever practicable, be returned forthwith to the appropriate government department, local authority or other body or person responsible for issuing them or for controlling or dealing with them;

9.4.1.2 where the name and address of the owner of any lost property other than the documents referred to in the preceding provision are readily ascertainable, the Airport Company shall forthwith notify them that the lost property is in its possession and may be claimed in accordance with these byelaws.

9.5 Claiming lost property

9.5.1 If any lost property, while it is retained by the Airport Company or Lost Property Office in its possession, is claimed and the claimant proves to the satisfaction of the Airport Company that it belongs to them and gives their name and address to a member of staff of the Lost Property Office, it shall thereupon be delivered to the claimant at the Lost Property Office and upon payment of such charge as the Airport Company may from time to time fix for the return of any lost property delivered to the Lost Property Office.

9.5.2 If any lost property retained by the Airport Company for safe custody in accordance with these byelaws is not, within three (3) months of the date when it was delivered to the Lost Property Office, re-delivered to a person pursuant to byelaw 9.5.1, the Airport Company shall be entitled to dispose of the lost property (including but not limited to selling it) as it in its absolute discretion sees fit.

9.5.3 Notwithstanding the foregoing provisions of these byelaws, if any lost property retained by or on behalf of the Airport Company pursuant to these byelaws is of a perishable nature and if, within forty-eight (48) hours from the time when it was found, it has not been returned to a person pursuant to byelaws 9.3.2 or 9.5.1, the Airport Company shall be entitled to dispose of the lost property as it in its absolute discretion sees fit.

9.5.4 Notwithstanding the foregoing provisions of these byelaws, any lost property which is or which becomes objectionable may forthwith be destroyed or otherwise disposed of in a reasonable manner.

9.5.5 A sale under this byelaw shall not prejudice the right, for a period of 12 months from the date on which the property came into the custody of the Airport Company, of any true owner whose rights have been divested by the sale to be paid the proportion due to him or her of the residue of the proceeds of sale after deduction of any charge by the Airport Company for the safe custody of the lost property and the Airport Company's reasonable costs.

9.6 Opening of package, bag or receptacle

9.6.1 Where any lost property is contained in a package, bag or other receptacle, the Airport Company may cause such receptacle to be opened and the contents examined, or require the claimant to open it and submit it and its contents for examination, for the purpose of:

9.6.1.1 identifying and tracing the owner of the lost property;

9.6.1.2 ascertaining the nature of the contents; or

9.6.1.3 satisfying the Airport Company that the contents do not include any item or items which may put the safety and security of the Airport, any Aircraft or any air navigation installation at risk;

and if any item or items referred to in 9.6.1.3 above are found, they shall be handed to a Constable, Lost Property Office or Airport Official immediately.

10. Authority

No Airport Official shall exercise any power under any of these byelaws without producing written evidence of their authority if required to do so.

11. Revocation of byelaws

All previous byelaws made by the Airport are hereby revoked.

**THE COMMON SEAL OF
BIRMINGHAM AIRPORT LIMITED**
was hereunto affixed in the presence of:

..... Director

..... Director/Company Secretary

..... 2021

The foregoing Byelaws are hereby confirmed by the Secretary of State for Transport

and shall come into operation on

..... 2021.

SIGNED BY

.....

Deputy Director, Airport Policy Division by Authority of the Secretary of State

DRAFT FOR CONSULTATION

SCHEDULE 1

Map referred to in the Birmingham Airport Limited Byelaws 2021



Party: Claimants
Name: John Irving
Number: First
Date: 31.07.24
Exhibits: "311"

CLAIM NO: KB-2024-

**IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION
BETWEEN**

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

Claimants

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

FIRST WITNESS STATEMENT OF

JOHN IRVING

I, John Irving, of Liverpool Airport Limited, Liverpool B26 3QJ, WILL SAY AS FOLLOWS –

1. I am the Chief Executive Officer for the Second Claimant, Liverpool Airport Limited. The Second Claimant operates the international airport known as Liverpool Airport ("**Liverpool Airport**") which serves around 5 million passengers a year flying to over 70 destinations around the world.
2. I make this witness statement in support of the application made by the Second and Third Claimants for an injunction at Liverpool Airport (jointly with applications made by the First Claimant for an injunction at Birmingham Airport and by the Fourth, Fifth and Sixth Claimants for an injunction at Bristol Airport.
3. The facts and matters set out by me in this witness statement are either known by me directly and are true, or are known by me indirectly and are believed to the best of my knowledge to be true. In relation to matters falling into the latter category, I have set out the source of my knowledge and belief. This statement was prepared through email correspondence and discussions with the Claimants' legal representatives.
4. I have read a copy of the accompanying witness statements of Stuart Wortley, Nick Barton and Graeme Gamble.
5. I refer to exhibit marked "**J11**" in this statement. This has been produced to me and I verify that the document in that exhibit is a true copy.
6. I should say at the outset that by taking this action the Second and Third Claimants are not trying to prohibit or restrain peaceful and lawful protest. The Second First Claimant accept that this is a fundamental and important human right – they only seeks to restrain protest activity that goes beyond that which is peaceful and lawful. I note that Mr Barton and Mr Gamble confirms this on behalf of the First and on behalf of the Fourth, Fifth and Sixth Claimants respectively.
7. This statement has been organised into the following sections:-
 - Section 1: Liverpool Airport – Business Overview
 - Section 2: Access to Liverpool Airport
 - Section 3: Statutory Obligations on Airport Operators
 - Section 4: Liverpool Airport Byelaws
 - Section 5: Protests at Liverpool Airport

Section 6: Security and Health and Safety

Section 7: Operational Disruption and Financial Harm

Section 8: Apprehension of Future Protests and Harm

Section 9: The Balance of Convenience / Compelling Justification

Section 10: Cross-Undertaking In Damages

8. In the interests of avoiding duplication, in several instances I have been able to adopt the evidence included in the equivalent sections of the witness statement provided by Mr Barton of Birmingham Airport. Where I have done so, I have made that clear. I understand that Mr Gamble has adopted the same position as I have in preparing his witness statement in support of the application by Bristol Airport.

SECTION 1: LIVERPOOL AIRPORT – BUSINESS OVERVIEW

9. Liverpool Airport provides a base for 10 airlines which serve the leisure and business market for international air travel. We also have fixed base operation for private jets referred to below. Around 5 million passengers travel through the airport each year and during August 2024, we expect to service an average of around 20,000 travelling passengers each day.
10. The Second Claimant employs around 250 staff. Around 2,600 other individuals are employed across Liverpool Airport including by our business partners.
11. The Third Claimant has been joined into the proceedings as the owner of registered title no M5575438 (shown on Plan 2A attached to the Particulars of Claim).
12. Our operating hours (for flight departures and arrivals) are 24 hours.
13. XLR Limited and Cheshire Flying Services Ltd (l/a Ravenair) both operate a fixed base operation at Liverpool Airport for private charter flights.
14. Ravenair also provides a fixed base operation for around 50 privately owned aircraft (what we refer to as "General Aviation" services). This is very unusual for an airport the size of Liverpool Airport.
15. In addition to this, Ravenair owns 16 aircraft which are predominantly used in connection with the services which it provides to major energy oil, petrochemical companies, global IT organisations, government departments, wildlife and conservation organisations.

16. During 2023, there were a total of 50,611 flights at Liverpool Airport (including 17,917 movements of privately owned aircraft and 813 private charter flights by XLR and Ravenair).
17. Given that JSO and other environmental protest groups are particularly opposed to private aircraft, Liverpool Airport is an obvious target.
18. I am informed by my finance team that projected daily revenue for Liverpool Airport in August 2024 is around £175,000.

SECTION 2: ACCESS TO LIVERPOOL AIRPORT

19. I adopt the evidence of Mr Barton in this section of his witness statement as the same considerations apply at Liverpool Airport.

SECTION 3: STATUTORY OBLIGATIONS ON AIRPORT OPERATORS

20. I adopt the evidence of Mr Barton in this section of his witness statement as the same considerations apply at Liverpool Airport.
21. Liverpool Airport holds a certificate from the Civil Aviation Authority pursuant to Article 2 and 34(1) of the Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 April 2018.

SECTION 4: LIVERPOOL AIRPORT BYELAWS

22. The Second Claimant exercised the powers conferred on it by section 63 Airports Act 1986 and made the Liverpool Airport Byelaws 2022 ("**the LJA Byelaws**"). They apply to an area outlined in red on Plan 1 attached to the Claim Form and the Particulars of Claim which shows the airport boundary.
23. A copy of the LJA Byelaws are attached to this statement marked "**J11**".
24. In headline terms, the LJA Byelaws set out acts which are prohibited and others for which permission is required.
25. The LJA Byelaws include the following provisions:-

"No person shall ...

3.11 Persons required to leave

remain at the Airport after having been requested by a Constable or an Airport Official to leave, and no Constable or Airport Official shall request a person to leave unless that person is causing a disturbance (including using language or making gestures which are lewd, foul or offensive), or has committed, or is, in the reasonable opinion of the requesting Constable or Airport Official, about to commit an offence

(including a breach of a byelaw). Nothing in this byelaw shall prejudice the operation of other byelaws pertaining to the removal or evacuation of persons from the Airport.

...

3.18 No demonstration, procession or public assembly

organise or take part in any demonstration, procession or public assembly likely to obstruct or interfere with the proper use of the Airport, or obstruct or interfere with the comfort, convenience or safety of passengers or persons at the Airport.

...

3.20 Obstruction

intentionally obstruct or interfere with the proper use of the Airport, or with any person acting in the execution of their duty in relation to the operation of the Airport, or intentionally obstruct any other person in the proper use of the Airport."

26. Other potentially relevant LJA Byelaws include the following: -

3 PROHIBITED ACTS	
No person shall:	
3(4)	<u>Misuse of telecommunications equipment</u> tamper with or misuse any telephone, telecommunications or other apparatus provided for transmitting and receiving messages or data at the Airport, including public pay phones and air navigation equipment.
3(6)	<u>Radio interference</u> operate or use any radio transmitter or other thing capable of radiating electrical interference in such a way as to adversely affect, or be likely to adversely affect, the operation of any communication, navigation or other systems at the Airport.
3(12)	<u>Persons not to return for 24 hours</u> having left the Airport at the request of a Constable or Airport Official, re-enter the Airport within twenty-four hours, unless re-entry is authorised in writing by the Constable or Airport Official who issued the original request to leave (or in their absence, the Airport Company).
3.14	<u>Prohibited persons</u> enter the Airport whilst having been prohibited in writing from entering by the Airport Company.
3.19	<u>No display of flags or banners etc</u> display any flags, banners or emblems likely to cause a breach of the peace on any part of the Airport.
3.24	<u>Loiter etc</u> loiter on, frequent or remain at the Airport without reasonable cause.
3.29	<u>Tampering with Aircraft</u> tamper or interfere with any Aircraft, or anything used in connection with any Aircraft.
3.30	<u>Tampering with Equipment</u>

	tamper or interfere with or misuse any equipment or apparatus used for or in connection with the control of access of persons or Vehicles to any part of the Airport.
3.38	<u>Not to use foul language or gestures</u> use any language, make any gesture or commit any other act, which is lewd, foul or offensive, or likely to cause harassment, alarm or distress to any other person.
ACTS FOR WHICH PERMISSION IS REQUIRED	
No person shall perform any of the following acts unless the permission of the Airport Company has first been obtained, or unless the act is performed by a person acting with lawful authority or excuse in circumstances in which the obtaining or permission would be likely to hinder that person in so acting:-	
4.5	<u>Prohibition Notice</u> fail to comply with any Notice prohibiting or restricting access to any building, or any part of the Airport;
4.6	<u>Climbing etc</u> climb any wall, fence, barrier, railing or post
4.7	<u>Not to cause annoyance</u> sing, dance, shout, play a musical instrument, operate a Portable Entertainment Device or behave in such a way as to give reasonable cause for annoyance to any other person after being ordered to cease such activity by an Airport Official or a Constable.
4.10	<u>Security Restricted Area fence</u> place any building, Vehicle, structure, equipment, container or any other item within three metres of any fence forming the boundary of a Security Restricted Area;
4.11	<u>Access at Airport</u> <ul style="list-style-type: none"> a. enter or leave the Airport other than through a gate or entrance or exit for the time being provided by the Airport Company for that purpose. b. enter any part of the Airport to which members of the public are not for the time being admitted; c. ... d. ... e. with or without a Vehicle enter that part of the Airport known as the Manoeuvring Area without first obtaining the permission and clearance of air traffic control;
4.14	<u>Display signs</u> post, distribute or display any Notice, advertisement, sign, circular or other written or printed matter, except on premises which the person posting, distributing or displaying it, is authorised to occupy, and in accordance with the terms of their occupation;
8	GENERAL
8.1	<u>State name and address</u>

A person shall, if so requested to do so by a Constable or Airport Official, state their correct name and address and the purpose of their being at the Airport.
--

27. I am not aware of any instance of the LJA Byelaws ever having been enforced in respect of an act of protest at Liverpool Airport.
28. I am aware that the Public Order Act 2023 has relatively recently come into force and that some of the acts of protests carried out at Liverpool Airport might be capable of being prosecuted under that legislation (such as sections 1, 2 and 7).

SECTION 5: PROTESTS AT LIVERPOOL AIRPORT

29. The only protest to have been held at Liverpool Airport in the last 6 years was related to strike action by the GMB and Unite trades unions in August 2018.
30. I have read a copy of the witness statement of Stuart Wortley which addresses recent protests at airports in England.

SECTION 6: SECURITY AND HEALTH AND SAFETY

Security – Usual Arrangements at Liverpool Airport

31. The Second Claimant has strict security measures in place for all individuals (and vehicles) who seek to access airside. This can cover both passengers who are travelling through Liverpool Airport to another destination, but also staff who work airside, and vehicles which are needed to operate or provide a service airside. Under the Aviation Security Act 1982 no one is permitted to access a security restricted area airside if they do not have the permission of the airport operator (which is subject to each person having undergone and passed these security checks).
32. In addition to the security checks, the Second Claimant also operates:
 - 32.1 bollards across the access road which leads to the terminal front;
 - 32.2 security gates blocking access to the goods yard. All goods going airside are passed through separate security scanners and are collected by staff who have already cleared security in order to be airside; and
 - 32.3 24-hour CCTV in operation across the airport estate with vehicle recognition cameras capturing vehicles accessing the car parks.

33. Each passenger must show their boarding pass in order to proceed to the security checks, and each staff member or contractor must have a valid airport ID card. Anyone who has a visitor or temporary pass must be escorted at all times.
34. Since the threat of protests in summer 2024, we have undertaken the following additional security measures:-
- 34.1 we have increased the number and frequency of security patrols around the airport; and
 - 34.2 GSTS (who provide our landside security services) have undertaken various planning exercises with stakeholders including Merseyside Police.

Health & Safety

35. I adopt the evidence of Mr Barton in this section of his witness statement as the same considerations apply at Liverpool Airport.

SECTION 7: OPERATIONAL DISRUPTION AND FINANCIAL HARM

36. I adopt the evidence of Nick Barton in this section of his witness statement as the same considerations apply at Liverpool Airport.
37. As noted above, my finance team has estimated daily revenue at Liverpool Airport in August 2024 at £175,000.

SECTION 8: APPREHENSION OF FUTURE PROTESTS AND HARM

38. For the reasons given above, the Second and Third Claimants reasonably apprehend that:-
- 38.1 Liverpool Airport will be targeted by protestors during the summer of 2024;
 - 38.2 the tactics and strategies deployed by the protestors will mirror those which have already been deployed by JSO, XR and (in Germany) Last Generation. Those tactics include protestors gaining access to critical parts of the airport (including airside), trespass, damage to property and obstructing access to the taxiways and runway.
39. JSO's stated aim is to disrupt airports. The protest at Stansted Airport on 20 June 2024 and the recent pre-emptive arrests of JSO protestors at Gatwick and Heathrow Airports (referenced in Stuart Wortley's witness statement) demonstrate that JSO is intent on following through with this threat.

SECTION 9: THE BALANCE OF CONVENIENCE / COMPELLING JUSTIFICATION

40. The Second and Third Claimants consider that:

- 40.1 unless an injunction is granted, there is a serious risk of disruption at Liverpool Airport this summer. To maintain the element of surprise and to avoid the risk of arrest, it is very unlikely that JSO or XR will make any public announcement concerning the location, time / date of any protest in advance;
- 40.2 damages would not be an adequate remedy for Liverpool Airport (not least because the Defendants - being a class of Persons Unknown - are very unlikely to be able to meet any award of damages);
- 40.3 since the remedy which the Second and Third Claimants seek is only to prevent unlawful activity, there is no question of anyone in the class of Persons Unknown suffering any actionable loss or needing compensation in damages; and
- 40.4 the grant of an injunction to restrain disruption would provide an effective deterrent for activists who might otherwise contemplate direct action (given that the breach of an injunction would carry the risk of imprisonment for contempt of court). The Second Claimant has considered whether it might enforce any breaches of the byelaws by way of criminal prosecutions. Whilst that may be possible, this is likely to be complicated and result in delays (for example, the Director of Public Prosecutions could take over the prosecutions at any stage under section 6(2) of the Prosecution of Offences Act 1985 and so the Second Claimant would not be in control of that procedure). Furthermore, any prosecution would have to occur following an incident of protest by which time the serious impact on the airport, in the forms I identify above, would already have occurred.

41. Having regard to the credible threat of this apprehended protest activity and the harm that would be caused if an unlawful protest came to pass, I respectfully request that the Court grants the injunctive relief set out in the draft orders which accompany this claim.

SECTION 10: CROSS-UNDERTAKING IN DAMAGES

42. Although I cannot foresee any way in which anyone affected by the injunction could suffer loss or damage, I am authorised on behalf of the Second and Third Claimants to provide the necessary cross-undertaking to pay any sum which the Court considers appropriate to compensate anyone affected by the proposed injunction to

restrain unlawful activity at Liverpool Airport if it is subsequently determined that the Second and Third Claimants are not entitled to the order which it seeks.

43. The audited accounts for the Second Claimant for the year ending 31 March 2023 show the following:-

Turnover for the year ending 31.03.23	Profit for the year ending 31.03.23	Balance Sheet as at 31.03.23
£35 million	£12.5 million	£17.5 million

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement and exhibits 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.


A handwritten signature in blue ink, appearing to read 'John Irving', is written over a horizontal line.

JOHN IRVING

31 July 2024

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

Claimants

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

J11

This is the exhibit marked "J11" referred to in the witness statement of John Irving.

LIVERPOOL JOHN LENNON AIRPORT

BYELAWS

2022

CONTENTS

1. INTERPRETATION	5
2. PENALTIES	7
3. PROHIBITED ACTS	7
3(1) Aircraft parking	7
3(2) Securing Aircraft	7
3(3) Emergency stop switch etc.	7
3(4) Misuse of telecommunications equipment	7
3(5) No smoking	7
3(6) Radio interference	8
3(7) False alarms	8
3(8) Unattended baggage	8
3(9) Allow anything on Airport where forbidden	8
3(10) Not to return for 24 hours	8
3(11) Persons required to leave	8
3(12) Persons not to return for 24 hours	8
3(13) Searches	8
3(14) Prohibited persons	8
3(15) Animals	9
3(16) Persons to keep Animals under control	9
3(17) Intoxicated or under the influence of drugs at the Airport	9
3(18) No demonstration, procession or public assembly	9
3(19) No display of flags or banners etc.	9
3(20) Obstruction	9
3(21) Uncovered refuse containers and litter	9
3(22) Not to remove baggage trolleys	9
3(23) Misuse of baggage trolleys	9
3(24) Loiter etc.	9
3(25) Emergency entrances and exits	10
3(26) Evacuation	10
3(27) Failure to comply	10
3(28) Board Aircraft	10
3(29) Tampering with Aircraft	10
3(30) Tampering with equipment	10
3(31) Failure to report damage	10
3(32) Spitting/chewing gum	10
3(33) Airside driving	10
3(34) Private Hire Vehicles	10
3(35) Courtesy Bus	11
3(36) Skateboards/roller skates etc.	11
3(37) Tampering with lift etc.	11
3(38) Not to use foul language or gestures	11
4 ACTS FOR WHICH PERMISSION IS REQUIRED	11
4(1) Aircraft engine running	11
4(2) Cleaning etc. of Aircraft and Vehicles	11
4(3) Fires	11
4(4) Filling or discharging liquid fuel	11
4(5) Prohibition Notice	11
4(6) Climbing etc.	12

4(7) Not to cause annoyance	12
4(8) Apparatus etc.	12
4(9) Animal grazing	12
4(10) Security Restricted Area fence	12
4(11) Access at Airport	12
4(12) Offer of service	12
4(13) Taxi touting	12
4(14) Display signs	13
4(15) Begging	13
4(16) Gaming	13
4(17) Wearing of passes	13
4(18) Displacement	13
4(19) Entering Vehicles etc.	13
4(20) Mobile phones	13
5. PROHIBITED ACTS ON PARTS OF THE AIRPORT TO WHICH THE ROAD TRAFFIC ENACTMENTS DO NOT APPLY	13
5(1) Driving offences	13
5(2) Not to cause danger with a Vehicle	14
5(3) Obstruction causing danger	14
5(4) Failure to properly engage parking brake or restraining device	14
5(5) Use of Vehicles	14
5(6) Fuel and exhaust systems	14
5(7) Passenger safety and unsecure load	14
5(8) Permitted areas for Vehicles	15
5(9) Failure to stop	15
5(10) Failure to comply with a direction	15
5(11) Failure to remove	15
6. ACTS FOR WHICH PERMISSION IS REQUIRED ON PARTS OF THE AIRPORT TO WHICH THE ROAD TRAFFIC ENACTMENTS DO NOT APPLY	15
6(1) Drive Vehicle	15
6(2) Lights on Vehicles	15
6(3) Leaving of cargo, baggage or equipment	15
6(4) Unattended Vehicles	16
7. TAXIS	16
7(1) Ply for hire	16
7(2) Authorised Standing	16
7(3) Permitted number standing	16
7(4) Disabled Taxis	16
7(5) Obstruction	16
7(6) Washing down	16
7(7) No more than one Taxi	16
7(8) Immediate hire	16
7(9) Wearing of Taxi badges	17
7(10) Filling vacancies	17
7(11) Carriage of luggage	17
7(12) Unattended Taxis	17
8. GENERAL	17
8(1) State name and address	17

8(2)	Vehicle accident reporting	17
8(3)	Aircraft accident reporting	18
8(4)	Production of insurance details etc.	18
9.	LOST PROPERTY	18
9(1)	Application of byelaws	18
9(2)	Person who finds property	19
9(3)	Property to be delivered to the Lost Property Office	19
9(4)	Records of lost property	19
9(5)	Claim of property	19
9(6)	Disposal of property	20
9(7)	Power to open packages etc.	20
10.	REVOCAION OF BYELAWS	21

LIVERPOOL JOHN LENNON AIRPORT BYELAWS

The Airport Company in exercise of the powers conferred on it by sections 63 and 64 of the Airports Act 1986 hereby makes the following byelaws which shall apply at the Airport.

1. INTERPRETATION

1(1) In these byelaws:

Aircraft	means a heavier than air power-driven flying machine and includes aeroplane (land plane), aeroplane (seaplane), aeroplane (amphibian), aeroplane (self-launching motor glider), powered lift (tilt rotor) and rotorcraft (helicopter and gyroplane)
Airport	means the area of land constituting Liverpool John Lennon Airport edged in red on the attached plan, including: all areas of the Airport accessible to the public, Airport users, third party suppliers and contractors and their personnel, all areas of the Airport accessible to Aircraft, including runways, taxiways, aprons, and all grass areas
Airport Company	means Liverpool Airport Limited, and where the context so requires references in these byelaws to the Airport Company shall include a reference to any person engaged (whether by employment or otherwise) by the Airport Company
Airport Official	means in relation to any matter a person authorised to act on behalf of the Airport Company
Airside	means the operational area inside the Airport security fence and the Terminal Building security controls
Airside Driving Permit	means a valid driving permit issued by the Airport Company for use within the Airside areas at the Airport
Animal	means any animal wild or domesticated that is brought onto the Airport, except in byelaw 8(2) where it has the same meaning as in section 170(8) of the Road Traffic Act 1988
Authorised Standing	means that part of the Airport indicated by the Notice "Authorised Standing for Taxis" or a place which has been designated for use by a Taxi by the Airport Company or a Constable
Competence to Drive	means written authority issued to a person by their current employer which authorises that person to drive and operate a particular class of Vehicle
Constable	Includes any person having the powers and privileges of a constable, a traffic police community support officer or a police community support officer
Courtesy Bus	means any Vehicle used to transport passengers to or from the Airport and provided by (a) the operator of an offsite car park (or their servants or agents) or (b) any other company, firm or individual

	offering such transport as part of a commercial arrangement
Customs and Excise Acts	has the same meaning as in section 1 of the Customs and Excise Management Act 1979
Drunk	means after consuming so much alcohol that the proportion of it in a person's breath, blood or urine exceeds the Prescribed Limit
Lost Property Office	means any accommodation at the Airport which has been designated for that purpose by the Airport Company
Manoeuvring Area	means the part of the Airport where Aircraft take off, land and taxi, except the apron and service areas
Notice	means any object or device (whether fixed or portable) for conveying warnings, information, requirements, restrictions or prohibitions of any description
Portable Entertainment Device	means any machine or any other portable device capable of transmitting audio sound
Prescribed Limit	has the same meaning as in section 11 of the Road Traffic Act 1988
Private Hire Vehicle	means a Vehicle, other than a Taxi or Public Service Vehicle, which is used for the purpose of carrying passengers for hire or reward and which is licensed under the Local Government (Miscellaneous Provisions) Act 1976
Public Service Vehicle	has the same meaning as in section 1 of the Public Passenger Vehicles Act 1981
Road Traffic Enactments	has the same meaning as in section 63(3) of the Airports Act 1986
Security Restricted Area	means any part of the Airport so designated by the Secretary of State under section 11A of the Aviation Security Act 1982 (as amended)
Taxi	means a hackney carriage licensed under section 37 of the Town Police Clauses Act 1847
Terminal Building	means the building or buildings at the Airport used as a terminal for passengers arriving at or departing from the Airport
Vehicle	means any mechanically propelled conveyance or manually operated apparatus on wheels and includes trailers, items of plant that operate as wheeled vehicles and as static apparatus, but does not include an Aircraft or passenger baggage

1(2) These byelaws may be cited as the Liverpool John Lennon Airport Byelaws 2022.

1(3) No provision in these byelaws shall apply to any member of a fire, police or ambulance service acting in the course of duty, or to any emergency Vehicle being used by such person.

2. PENALTIES

- 2(1) Any person contravening any of the following byelaws shall be liable on summary conviction to a fine which, in respect of a contravention of:
- byelaw 4(17) shall not exceed the standard scale level 2¹,
 - byelaws 3(3), 3(4), 3(5), 3(6), 3(7), 3(10), 3(24), 3(28), 4(1), 4(2), 4(4), 4(11), 4(12), 5(1), 5(4), 5(6), 5(7) and 5(9) shall not exceed the standard scale level 4,
 - all other byelaws shall not exceed the standard scale level 3.

3. PROHIBITED ACTS

No person shall:

3(1) Aircraft parking

except in the case of emergency, place an Aircraft other than in the place and position designated for that Aircraft by the Airport Company;

3(2) Securing Aircraft

fail to secure against movement or any unauthorised entry any stationary Aircraft which is not in a hangar;

3(3) Emergency stop switch etc.

except in the case of an emergency or with lawful authority, intentionally tamper or interfere with or misuse or operate any fuel hydrant, emergency stop switch or switch or lever of any escalator, lift, baggage carousel, or any other automatic conveyance, as part of the wider Airport infrastructure upon or near to which a Notice is displayed which states that it is only intended to be operated in case of emergency;

3(4) Misuse of telecommunications equipment

tamper with or misuse any telephone, telecommunications or other apparatus provided for transmitting and receiving messages or data at the Airport, including public pay phones and air navigation equipment;

3(5) No smoking

smoke (including e-cigarettes and vape devices), bring a naked light into or light any naked light, in any place other than such place designated for such purpose from time to time by the Airport Company;

¹ As at the date of these byelaws the relevant levels of the standard scale by virtue of section 122 of the Sentencing Act 2020, are as follows:
Level 2 - £500
Level 3 - £1,000
Level 4 - £2,500
These levels are, however, subject to amendment from time to time by regulations made under Part 4 of Schedule 23 to the Sentencing Act 2020.

3(6) **Radio interference**

operate or use any radio transmitter or other thing capable of radiating electrical interference in such a way as to adversely affect, or be likely to adversely affect, the operation of any communication, navigation or other systems at the Airport;

3(7) **False alarms**

knowingly by any means give a false bomb warning or a false fire, ambulance, or other emergency alarm;

3(8) **Unattended baggage**

leave any baggage or other item unattended in a public place or Security Restricted Area at the Airport;

3(9) **Allow anything on Airport where forbidden**

allow any Vehicle, Animal or thing to be on the Airport (having been given a reasonable period of time to remove it) after its presence on the Airport has been forbidden by a Constable or an Airport Official;

3(10) **Not to return for 24 hours**

having removed any Vehicle, Animal or thing at the request of a Constable or an Airport Official allow that Vehicle, Animal or thing to re-enter the Airport within twenty-four hours unless re-entry is authorised in writing by the Constable or Airport Official who issued the original request to leave (or in their absence, the Airport Company);

3(11) **Persons required to leave**

remain at the Airport after having been requested by a Constable or an Airport Official to leave, and no Constable or Airport Official shall request a person to leave unless that person is causing a disturbance (including using language or making gestures which are lewd, foul or offensive), or has committed, or is, in the reasonable opinion of the requesting Constable or Airport Official, about to commit an offence (including a breach of a byelaw). Nothing in this byelaw shall prejudice the operation of other byelaws pertaining to the removal or evacuation of persons from the Airport;

3(12) **Persons not to return for 24 hours**

having left the Airport at the request of a Constable or Airport Official, re-enter the Airport within twenty-four hours, unless re-entry is authorised in writing by the Constable or Airport Official who issued the original request to leave (or in their absence, the Airport Company);

3(13) **Searches**

following a refusal to be searched, or have their baggage or Vehicle searched, by a Constable or Airport Official, remain on the Airport if asked to leave by such Constable or Airport Official;

3(14) **Prohibited persons**

enter the Airport whilst having been prohibited in writing from entering by the Airport Company;

3(15) Animals

bring any Animals inside the Terminal Building other than assistance dogs;

3(16) Persons to keep Animals under control

fail to keep any Animal under control or permit any Animal to foul any footpath or building, or feed or encourage any wild animals to inhabit any part of the Airport, provided that in proceedings for an offence against this bylaw it shall be a defence if the person took all reasonable precautions, and exercised all due diligence to avoid the commission of the offence;

3(17) Intoxicated or under the influence of drugs at the Airport

consume, or continue to consume alcohol at the Airport when requested by an Airport Official or Constable to cease doing so. No person shall be under the influence of drugs (save under medical supervision or direction) or be in such a state of intoxication at the Airport as may cause harassment, alarm or distress to any other person;

3(18) No demonstration, procession or public assembly

organise or take part in any demonstration, procession or public assembly likely to obstruct or interfere with the proper use of the Airport, or obstruct or interfere with the comfort, convenience or safety of passengers or persons at the Airport;

3(19) No display of flags or banners etc.

display any flags, banners or emblems likely to cause a breach of the peace on any part of the Airport;

3(20) Obstruction

intentionally obstruct or interfere with the proper use of the Airport, or with any person acting in the execution of their duty in relation to the operation of the Airport, or intentionally obstruct any other person in the proper use of the Airport;

3(21) Uncovered refuse containers and litter

leave uncovered refuse containers on any part of the Airport, or drop, leave, throw or otherwise deposit anything in such circumstances as to cause damage to property (including Aircraft), or the defacement by litter, pollution or waste substances of any part of the Airport. No person shall drop or leave litter or refuse at the Airport except in a receptacle provided for the purpose;

3(22) Not to remove baggage trolleys

remove from the Airport any baggage trolley provided for passenger use by the Airport Company;

3(23) Misuse of baggage trolleys

misuse any baggage trolley provided for passenger use by the Airport Company;

3(24) Loiter etc.

loiter on, frequent or remain at the Airport without reasonable cause;

3(25) Emergency entrances and exits

obstruct any of the emergency entrances or exits at the Airport;

3(26) Evacuation

without reasonable excuse, in an emergency fail to evacuate or remain in any building or in any place at the Airport when instructed to do so by a Constable, an Airport Official or the Airport Company, or fail to evacuate upon hearing an alarm requiring persons to evacuate the Airport or any part of the Airport;

3(27) Failure to comply

whether on foot or whilst driving or propelling a Vehicle, neglect, fail or refuse to comply with an indication or direction given by a Constable or Airport Official, or Notice exhibited by or on behalf of the Airport Company;

3(28) Board Aircraft

board any Aircraft without the authority of the person in charge of it;

3(29) Tampering with Aircraft

tamper or interfere with any Aircraft, or anything used in connection with any Aircraft;

3(30) Tampering with equipment

tamper or interfere with or misuse any equipment or apparatus used for or in connection with the control of access of persons or Vehicles to any part of the Airport;

3(31) Failure to report damage

without reasonable excuse, fail to report damage howsoever caused to an Aircraft or Airside equipment/apparatus to its owner or a person having charge of it;

3(32) Spitting/chewing gum

spit on the floor, side, pavement or wall, or in any building, or on or in any Vehicle, in each case within the Airport, or dispose of chewing gum other than in a suitable waste bin at the Airport;

3(33) Airside driving

drive a Vehicle or piece of plant Airside without first being in possession of a current Airside Driving Permit personally allocated to them by the Airport Company, or otherwise under escort by a person with a current Airside Driving Permit;

3(34) Private Hire Vehicles

cause or permit a Private Hire Vehicle to enter the Airport for the purpose of loading passengers, unless that Private Hire Vehicle has been pre-booked or is to be parked in a passenger and visitor car park in anticipation of such a booking. No person shall cause or permit a Private Hire Vehicle to load passengers at the Airport other than in a passenger and visitor car park;

3(35) Courtesy Bus

cause or permit a Courtesy Bus, except a Courtesy Bus authorised and licensed by the Airport Company, to enter the Airport for the purpose of loading or unloading passengers;

3(36) Skateboards/roller skates etc.

use bicycles, skateboards, roller skates, quad bikes or electric or petrol/diesel propelled scooters or similar modes of transportation anywhere at the Airport, except scooters being used on and designed for use on a road, or wheelchairs designed for and used by disabled persons;

3(37) Tampering with lift etc.

tamper or interfere with or misuse any lift, escalator, travelator, tracked transit system, conveyer belt, airbridge, or any mechanical or electrical or electronic apparatus, without lawful authority or reasonable cause or excuse;

3(38) Not to use foul language or gestures

use any language, make any gesture or commit any other act, which is lewd, foul or offensive, or likely to cause harassment, alarm or distress to any other person.

4. ACTS FOR WHICH PERMISSION IS REQUIRED

No person shall perform any of the following acts unless the permission of the Airport Company has first been obtained, or unless the act is performed by a person acting with lawful authority or excuse in circumstances in which the obtaining of permission would be likely to hinder that person in so acting;

4(1) Aircraft engine running

run an Aircraft engine in a hangar or in an area other than that designated for that purpose by the Airport Company;

4(2) Cleaning etc. of Aircraft and Vehicles

clean, service or maintain Aircraft, Vehicles or equipment in areas where such activities are prohibited by any Notice issued by the Airport Company;

4(3) Fires

by any act or omission, cause or permit a fire to occur except in a place constructed for that purpose;

4(4) Filling or discharging liquid fuel

fill or discharge from any container, including any part of a Vehicle, liquid fuel other than in a place approved for that purpose by the Airport Company;

4(5) Prohibition Notice

fail to comply with any Notice prohibiting or restricting access to any building, or any part of the Airport;

4(6) **Climbing etc.**

climb any wall, fence, barrier, railing or post;

4(7) **Not to cause annoyance**

sing, dance, shout, play a musical instrument, operate a Portable Entertainment Device or behave in such a way as to give reasonable cause for annoyance to any other person after being ordered to cease such activity by an Airport Official or a Constable;

4(8) **Apparatus etc.**

erect or use any apparatus or Portable Entertainment Device for transmission, receipt, recording, reproduction or amplification of sound, speech or images for: (a) commercial purposes, or (b) for any purpose in a Security Restricted Area;

4(9) **Animal grazing**

graze Animals;

4(10) **Security Restricted Area fence**

place any building, Vehicle, structure, equipment, container or any other item within three metres of any fence forming the boundary of a Security Restricted Area;

4(11) **Access at Airport**

- a. enter or leave the Airport other than through a gate or entrance or exit for the time being provided by the Airport Company for that purpose;
- b. enter any part of the Airport to which members of the public are not for the time being admitted;
- c. enter the Airport with a Public Service Vehicle not being a Public Service Vehicle hired as a whole;
- d. drive a Vehicle Airside other than in a place provided for the passage or accommodation of such a Vehicle; or
- e. with or without a Vehicle enter that part of the Airport known as the Manoeuvring Area without first obtaining the permission and clearance of air traffic control;

4(12) **Offer of service**

sell or distribute anything, offer anything for sale or hire, make any offer of services for reward or perform any services for reward;

4(13) **Taxi touting**

in the Terminal Building or other public building, car parks or any other public place at the Airport offer their own or any other Vehicle for hire, or perform any services in relation to the supply or hire of a Vehicle, other than at a designated taxi rank;

4(14) Display signs

post, distribute or display any Notice, advertisement, sign, circular or other written or printed matter, except on premises which the person posting, distributing or displaying it, is authorised to occupy, and in accordance with the terms of their occupation;

4(15) Begging

beg or solicit funds or contributions of any kind;

4(16) Gaming

engage, or agree to engage, in bookmaking, gaming, betting or wagering, nor pay, receive, or settle bets with any other person;

4(17) Wearing of passes

other than a bona fide airline passenger, while in a Security Restricted Area fail to wear a pass issued to them by or on behalf of the Airport Company so that it is reasonably visible at all times;

4(18) Displacement

remove, displace, deface or alter any structure, building or other property (including any Notice), forming part of, or provided for, or in connection with the Airport;

4(19) Entering Vehicles etc.

enter or get onto any Vehicle which does not belong to them or is not in their control, trolley, equipment, apparatus or Aircraft steps, or tamper or interfere with the brake or other part of its mechanism;

4(20) Mobile phones

operate a mobile phone (i) in Airside fuelling areas at any time; or (ii) at the Airport at any time after an Airport Official or Constable has requested them not to do so for operational reasons or in times of emergency, and if so requested fail to ensure the mobile phone is switched off.

5. PROHIBITED ACTS ON PARTS OF THE AIRPORT TO WHICH THE ROAD TRAFFIC ENACTMENTS DO NOT APPLY

The following prohibitions apply in respect of any part of the Airport to which the Road Traffic Enactments do not apply:

No person shall:

5(1) Driving offences

drive a Vehicle:

a. dangerously²;

² For the purposes of this byelaw "dangerously" has the same meaning as in section 2A of the Road Traffic Act 1988.

- b. without due care and attention, or without reasonable consideration for other persons using that part of the Airport;
- c. whilst Drunk or under the influence of drugs or other intoxicating substances;
- d. whilst using a mobile phone or other handheld electronic device; or
- e. in excess of the speed as may be indicated by a Notice displayed on or adjacent to the road in question;

be in charge of a Vehicle whilst Drunk or under the influence of drugs or other intoxicating substances;

5(2) **Not to cause danger with a Vehicle**

use, cause or permit to be used any Vehicle in such a way as to cause, or to be likely to cause, danger or nuisance to any person;

5(3) **Obstruction causing danger**

except in an emergency, when in charge of a Vehicle cause or permit the Vehicle to stand so as to be likely to cause danger to Aircraft, person or property Airside;

5(4) **Fallure to properly engage parking brake or restraining device**

cause or permit any Vehicle to be left unattended unless any parking brake or restraining device with which the Vehicle is equipped is properly engaged;

5(5) **Use of Vehicles**

use, cause or permit to be used any Vehicle in a dangerous condition which fails to comply with any braking, steering, lighting, tyre or electrical requirements which apply to that type of Vehicle if it were to be operated on a road to which the Road Traffic Enactments apply, or use, cause or permit to be used any Vehicle where the safety locking devices are not in good working order;

5(6) **Fuel and exhaust systems**

use, cause or permit to be used any Vehicle unless the condition of the fuel and exhaust systems is at all times such that no danger or nuisance is caused, or is likely to be caused, to any person or property;

5(7) **Passenger safety and unsecure load**

use, cause or permit to be used:

- a. any Vehicle, unless such Vehicle, and all parts and accessories of such Vehicle are at all times in such condition, and the number of passengers carried by such Vehicle, the manner in which any passengers are carried in or on such Vehicle, and the weight, distribution, packing and adjustment of the load of such Vehicle, are such that no danger is caused, or is likely to be caused, to any person in or on such Vehicle or at the Airport; or
- b. any Vehicle unless the load carried by such Vehicle is at all times so secured, if necessary by

physical restraint other than its own weight, and is in such a position that neither danger nor nuisance is caused, or is likely to be caused, to any person or property by reason of the load, or any part thereof, falling or being blown from such Vehicle, or by reason of any other movement of the load, or any part thereof, in relation to such Vehicle;

5(8) **Permitted areas for Vehicles**

except in an emergency, cause or permit Vehicles, Aircraft servicing equipment, or persons, to enter those parts of the Airport licensed for the surface movement of Aircraft, including the Manoeuvring Area, aprons and any part of the Airport provided for the maintenance of Aircraft, except those parts specifically designated by the Airport Company for use by Vehicles, Aircraft servicing equipment or persons;

5(9) **Failure to stop**

when the driver of a Vehicle, without reasonable excuse, fail to stop when required by a Constable or an Airport Official to do so;

5(10) **Failure to comply with a direction**

fail to comply with any direction for the regulation of traffic given by a Constable or Airport Official or Notice exhibited by or on behalf of the Airport Company when driving a Vehicle or using pedestrian walkways, without reasonable excuse;

5(11) **Failure to remove**

when in charge of a Vehicle, without reasonable excuse, fail to remove it from any parking place when required to do so by a Constable or an Airport Official.

6. **ACTS FOR WHICH PERMISSION IS REQUIRED ON PARTS OF THE AIRPORT TO WHICH THE ROAD TRAFFIC ENACTMENTS DO NOT APPLY**

No person shall perform any of the following acts on any part of the Airport to which the Road Traffic Enactments do not apply, unless the permission of the Airport Company has first been obtained, or unless the act is performed by a person acting with lawful authority or excuse in circumstances in which the obtaining of permission would be likely to hinder that person in so acting:

6(1) **Drive a Vehicle**

drive or operate a Vehicle other than in a place provided for the passage or accommodation of such a Vehicle;

6(2) **Lights on Vehicles**

drive or park any Vehicle which does not comply with any of the lighting requirements which apply on those parts of the Airport to which the Road Traffic Enactments apply;

6(3) **Leaving of cargo, baggage or equipment**

leave any cargo or baggage, or equipment, other than in a place provided by the Airport Company for the accommodation of such cargo or baggage or the parking of such equipment;

6(4) **Unattended Vehicles**

- a. leave any Vehicle unattended when its engine is running; or
- b. leave any Vehicle with a removable ignition key unattended when the ignition key is in the Vehicle.

7. **TAXIS**

7(1) **Ply for hire**

No person shall cause or permit a Taxi to ply for hire or load passengers unless:

- a. authorised to do so by the Airport Company; and
- b. they do so from an Authorised Standing, provided that it shall not be an offence to load passengers in a public car park or otherwise than from an Authorised Standing with the consent of a Constable, traffic warden in uniform or an Airport Official.

7(2) **Authorised Standing**

No person shall knowingly cause or permit any Vehicle, other than a Taxi, to stand on an Authorised Standing.

7(3) **Permitted number standing**

No person shall cause or permit a Taxi to stand on an Authorised Standing in excess of the maximum permitted number of Taxis as indicated by a Notice at the head of the Authorised Standing.

7(4) **Disabled Taxis**

No person shall allow a disabled Taxi to be left on an Authorised Standing longer than is reasonably necessary to effect removal unless such disablement is temporary and is remedied without delay.

7(5) **Obstruction**

No person shall for the purpose of plying for hire with a Taxi, or obtaining fares, enter any building or intentionally obstruct any carriageway, footpath or building, or act in such a manner as to give reasonable grounds for annoyance.

7(6) **Washing down**

No person shall wash down or clean out a Taxi on an Authorised Standing.

7(7) **No more than one Taxi**

No person who has driven a Taxi onto the Airport shall, while that Taxi remains at the Airport, drive another Taxi onto the Airport.

7(8) **Immediate hire**

No person shall, without reasonable excuse, stand a Taxi on any Authorised Standing unless available and willing for the Taxi to be hired immediately.

7(9) Wearing of Taxi badges

No person shall when operating as a Taxi driver arriving at an Authorised Standing fail to display or produce their badge to a Constable, traffic warden in uniform or Airport Official when requested to do so.

7(10) Filling vacancies

Where an Authorised Standing is laid out or marked in such a manner that Taxis may only stand one behind the other, as soon as the first Taxi in this line is hired, the drivers of all other Taxis standing on the Authorised Standing shall drive their Taxi forward each one space and spaces at the Authorised Standing shall not be filled in any other manner.

7(11) Carriage of luggage

Unless having reasonable cause or lawful excuse, the driver of a Taxi so constructed or adapted as to be capable of carrying luggage shall when requested by a person who hires or seeks to hire the carriage:

- a. convey a reasonable quantity of luggage;
- b. afford reasonable assistance in loading and unloading luggage;
- c. afford reasonable assistance in removing luggage to or from the Terminal Building at which they may take up or set down such person.

7(12) Unattended Taxis

No Taxi shall be left unattended within 30 metres of the Terminal Building at any time.

8. GENERAL

8(1) State name and address

A person shall, if so requested to do so by a Constable or Airport Official, state their correct name and address and the purpose of their being at the Airport.

8(2) Vehicle accident reporting

Where, on a part of the Airport to which the Road Traffic Enactments do not apply, any accident involving a Vehicle occurs by which:

- a. personal injury is caused to any person other than the driver of that Vehicle; or
- b. damage is caused:
 - i. to a Vehicle other than that Vehicle;
 - ii. to an Animal other than an Animal in or on that Vehicle;
 - iii. to any other property constructed on, fixed to, growing in or otherwise forming part of the land on which the road in question is situated or land adjacent to such land,

that driver shall stop and give their name and address, the name and address of the owner of the Vehicle, the registration number or identification marks of the Vehicle and details of the accident to a Constable, Airport Official or any other person having reasonable grounds for requiring them, as soon as reasonably practicable but, in any event, no later than 24 hours after the accident.

8(3) Aircraft accident reporting

Where, on a part of the Airport to which the Road Traffic Enactments do not apply, any accident involving an Aircraft occurs:

- a. if present at the time of the accident, the pilot in command (or, if the Aircraft is being towed, the tug driver) shall stop and give:
 - i. their name and address;
 - ii. the name and address of the person who is the operator of the Aircraft at the time of the accident;
 - iii. the identification marks of the Aircraft; and
 - iv. details of the accident,

to a Constable, Airport Official or any other person having reasonable grounds for requiring them, as soon as reasonably practicable but, in any event, no later than 24 hours after the accident;

- b. the driver of any Vehicle involved shall stop and give:
 - i. their name and address;
 - ii. the name and address of the owner of the Vehicle;
 - iii. the registration number or identification marks of the Vehicle; and
 - iv. details of the accident,

to a Constable, Airport Official or any other person having reasonable grounds for requiring them, as soon as reasonably practicable but, in any event, no later than 24 hours after the accident.

8(4) Production of insurance details etc.

Any driver of a Vehicle which is driven, parked or stopped in a Security Restricted Area shall, if requested to do so by a Constable or Airport Official, provide information as to their identity, including their name and address, and produce, either immediately or within seven days at a place specified by the Constable or Airport Official, details of the insurance cover for the operation of the Vehicle in the Security Restricted Area, their Airside Driving Permit, and if applicable, their Competence to Drive.

9. LOST PROPERTY

9(1) Application of byelaws

These byelaws shall apply in relation to the safe custody, re-delivery and disposal of any property or thing which, while not in proper custody, is found on any part of the Airport to which the public or passengers have access, or in any Vehicle owned or operated by or on behalf of the Airport

Company, excluding any property or thing found on board an Aircraft, in a Taxi or on premises let by the Airport Company.

9(2) **Person who finds property**

Subject to the provisions of the Customs and Excise Acts, any person (other than a member of staff of the Airport Company or an Airport Official or a Constable) who finds property which they believe to be lost or abandoned shall as soon as reasonably practicable notify a member of staff of the Airport Company, an Airport Official or a Constable, and inform that person of the place and circumstances in which it was found.

9(3) **Property to be delivered to the Lost Property Office**

- a. Subject to any provisions of the Customs and Excise Acts, and paragraph b. below, any member of staff of the Airport Company or an Airport Official or Constable to whom found property is notified pursuant to byelaw 9(2), or who themselves finds any property to which these byelaws apply, shall, as soon as reasonably practicable, and in any case before leaving the Airport, deliver such property for safe custody in the state in which it comes into their possession to the Lost Property Office, and inform a member of staff of the Airport Company or an Airport Official at the Lost Property Office of the circumstances in which it was found.
- b. If before any lost property shall have been delivered for safe custody to the Lost Property Office under this byelaw, it is claimed by a person who satisfies the member of staff of the Airport Company or Airport Official or Constable, as the case may be, that they are the true owner, it shall be returned to that person forthwith, without fee, on giving their name and address to the member of staff of the Airport Company or Airport Official or Constable who shall, as soon as possible, report the facts and give the claimant's name and address, and a description of the lost property to the Lost Property Office.

9(4) **Records of lost property**

Any lost property delivered to the Lost Property Office shall be retained in safe custody by the Airport Company or an Airport Official until claimed by the true owner thereof or disposed of in accordance with these byelaws, and the Airport Company or an Airport Official shall keep for a period of not less than 12 months a record showing particulars of the lost property (whether delivered to the Lost Property Office or disposed of pursuant to byelaws 9(3) or 9(6)), the circumstances in which it was found and its disposal provided that:

- a. official documents, including licences, passports and aliens' identity books shall wherever practicable be returned forthwith to the appropriate government department, local authority or other body or person responsible for issuing them, or for controlling or dealing with them; and
- b. where the name and address of the true owner of any lost property, other than the documents referred to byelaw 9(4)a., are readily ascertainable, the Airport Company or an Airport Official shall forthwith notify them that the lost property is in their possession and may be claimed in accordance with these byelaws.

9(5) **Claim of property**

If any lost property, while it is retained by the Airport Company in safe custody, is claimed and the claimant proves to the satisfaction of the Airport Company or an Airport Official that they are the true owner, and gives their name and address to a member of staff of the Lost Property Office or

an Airport Official, it shall thereupon be delivered to the claimant at the Lost Property Office upon payment of such charge as the Airport Company may from time to time fix for the return of any lost property delivered to the Lost Property Office.

9(6) **Disposal of property**

- a. If any lost property retained by the Airport Company or an Airport Official for safe custody in accordance with these byelaws is not, within three months of the date when it was delivered to the Lost Property Office, re-delivered to a person pursuant to byelaw 9(5), the Airport Company or an Airport Official shall be entitled to sell it for the best price that can reasonably be obtained, or dispose of it as they think fit.
- b. Notwithstanding the foregoing provisions of these byelaws, if any lost property retained by the Airport Company or an Airport Official pursuant to these byelaws is of a perishable nature, and if within 48 hours from the time when it was found it has not been re-delivered to a person pursuant to byelaw 9(5), the Airport Company or an Airport Official shall be entitled to sell it at the best price that can reasonably be obtained or dispose of it as they think fit.
- c. Notwithstanding the foregoing provisions of these byelaws, if any lost property retained by the Airport Company or an Airport Official pursuant to these byelaws is of a negligible value, and if within 14 days from the time when it was found, it has not been re-delivered to a person pursuant to byelaw 9(5) hereof, the Airport Company or an Airport Official shall be entitled to sell it at the best price that can reasonably be obtained or dispose of it as they think fit.
- d. Notwithstanding the foregoing provisions of these byelaws, any lost property which is, or which becomes, objectionable, may forthwith be destroyed or otherwise disposed of in a reasonable manner.
- e. A sale under this byelaw shall not prejudice the right, for a period of 12 months from the date on which the lost property came into the custody of the Airport Company or an Airport Official, of any true owner whose rights have been divested by the sale, to be paid the proportion due to them of the residue of the proceeds of sale after deduction of any charge by the Airport Company or an Airport Official for the safe custody of the lost property and the Airport Company's or an Airport Official's reasonable costs.

9(7) **Power to open packages etc.**

Where any lost property is contained in a package, bag or other receptacle, a Constable or an Airport Official may cause such receptacle to be opened and the contents examined, or require the claimant to open it and submit it and its contents for examination, for the purpose of:

- a. identifying and tracing the owner of the lost property;
- b. ascertaining the nature of the contents; or
- c. satisfying the Airport Company or an Airport Official that the contents do not include any item or items which may put at risk the safety or security of the Airport, any Aircraft or any air navigation installation,

and if any item or items referred to in c. above are found, they shall be handed to a Constable or Airport Official immediately.

Executed by Liverpool Airport Limited acting by John Irving, a Director, in the presence of:

.....
Director 

Name of witness:

.....
Paul Winfield

Signature of witness:

.....


Address of witness:

.....
5 Ingledens Road

.....
L18 3HT

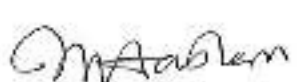
Occupation of witness:

.....
Auction Director

The foregoing Byelaws are hereby confirmed by the Secretary of State for Transport and shall come into operation on

.....
11 DECEMBER 2022

SIGNED BY

 [PHILIP HASLAM]

.....
Deputy Director, Airport Policy by Authority of the Secretary of State

10. REVOCATION OF BYELAWS

Any previous byelaws relating to the Airport are hereby revoked with effect from the date hereof and replaced solely by the byelaws set out above.

Party: Claimants
Name: G Gamble
Number: First
Date: 31.07.24
Exhibits: "GG1"

CLAIM NO: KB-2024-

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

Claimants

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

FIRST WITNESS STATEMENT OF

GRAEME GAMBLE

I, Graeme Gamble, of Bristol Airport Limited, Bristol B48 3DY, WILL SAY AS FOLLOWS –

1. I am the Chief Operating Officer for the Fourth Claimant, Bristol Airport Limited. The Fourth Claimant operates the international airport known as Bristol Airport (“**Bristol Airport**”) which serves around 10 million passengers a year flying to over 115 destinations around the world.
2. I make this witness statement in support of the application made by the Fourth, Fifth and Sixth Claimants for an injunction at Bristol Airport (jointly with applications made by the First Claimant for an injunction at Birmingham Airport and by the Second and Third Claimants for an injunction at Liverpool Airport.
3. The facts and matters set out by me in this witness statement are either known by me directly and are true, or are known by me indirectly and are believed to the best of my knowledge to be true. In relation to matters falling into the latter category, I have set out the source of my knowledge and belief. This statement was prepared through email correspondence and discussions with the Claimants’ legal representatives.
4. I have read a copy of the accompanying witness statements of Stuart Wortley, Nick Barton and John Irving.
5. I refer to exhibits marked “**GG1**” in this statement. They have been produced to me and I verify that the documents in those exhibits are true copies of the documents.
6. I should say at the outset that by taking this action the Fourth, Fifth and Sixth Claimants are not trying to prohibit or restrain peaceful and lawful protest. The Fourth, Fifth and Sixth Claimants accept that this is a fundamental and important human right – they only seeks to restrain protest activity that goes beyond that which is peaceful and lawful. I note that Mr Barton and Mr Irving confirms this on behalf of the First and on behalf of the Second and Third Claimants respectively.
7. This statement has been organised into the following sections:-

Section 1: Bristol Airport – Business Overview

Section 2: Access to Bristol Airport

Section 3: Statutory Obligations on Airport Operators

Section 4: Bristol Airport Byelaws

Section 5: Protests at Bristol Airport

Section 6: Security and Health and Safety

Section 7: Operational Disruption and Financial Harm

Section 8: Apprehension of Future Protests and Harm

Section 9: The Balance of Convenience / Compelling Justification

Section 10: Cross-Undertaking in Damages

8. In the interests of avoiding duplication, in several instances I have been able to adopt the evidence included in the equivalent sections of the witness statement provided by Mr Barton of Birmingham Airport. Where I have done so, I have made that clear. I understand that John Irving has adopted the same position as I have in preparing his witness statement in support of the application by Liverpool Airport.

SECTION 1: BRISTOL AIRPORT – BUSINESS OVERVIEW

9. Bristol Airport provides a base for 5 airlines with services and facilities for a further 10 non-based airlines which serve the leisure and business market for international air travel. Around 10 million passengers travel through the airport each year and during August 2024, we expect to service an average of around 27,400 travelling passengers each day.
10. The Fourth Claimant employs around 370 staff. Around 3,400 other individuals are employed across Bristol Airport including by our business partners.
11. The Fifth Claimant has been joined into the proceedings as the owner of registered titles no ST238749 and ST331855 (shown on Plan 3A attached to the Particulars of Claim).
12. The Sixth Claimant has been joined into the proceedings as the owner of registered titles no ST371655 and ST351064 (shown on Plan 3A attached to the Particulars of Claim).
13. Our operating hours (for flight departures and arrivals) are 24 hours a day.
14. Centreline AV Limited and Profred Partners LLP provide business and private aviation services and have facilities from Bristol Airport. Both of them are tenants of Bristol Airport.
15. In 2023, Bristol Airport had 8,750 private movements in addition to the commercial airline operations, making up a significant proportion of the airport's daily aircraft movements.

16. Bristol & Wessex Aeroplane Club provides a fixed base operation for trial flights and private pilot licence training.
17. National Grid operates a fleet of helicopters which are required for the inspection of national and critical national power infrastructure across the South West, South Wales, the East Midlands and the West Midlands.
18. Given that JSO and other environmental protest groups are particularly opposed to private aircraft, Bristol Airport is an obvious target.
19. I am informed by my finance team that projected daily revenue for Bristol Airport in August 2024 is around £775,000.

SECTION 2: ACCESS TO BRISTOL AIRPORT

20. I adopt the evidence of Mr Barton in this section of his witness statement as the same considerations apply at Bristol Airport.

SECTION 3: STATUTORY OBLIGATIONS ON AIRPORT OPERATORS

21. I adopt the evidence of Mr Barton in this section of his witness statement as the same considerations apply at Bristol Airport.
22. Bristol Airport holds a certificate from the Civil Aviation Authority pursuant to Article 2 and 34(1) of the Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 April 2018.

SECTION 4: BRISTOL AIRPORT BYELAWS

23. The Fourth Claimant exercised the powers conferred on it by section 63 Airports Act 1986 and made the Bristol Airport Byelaws 2022 ("**the BRS Byelaws**"). They apply to an area outlined in red on Plan 1 attached to the Claim Form and the Particulars of Claim which shows the airport boundary.
24. A copy of the BRS Byelaws are attached to this statement marked "**GG1**".
25. In headline terms, the BRS Byelaws set out acts which are prohibited and others for which permission is required.

"ACTS WHICH ARE PROHIBITED ABSOLUTELY

No person shall for any reason ...

4.17 Demonstrations and processions etc

organise or take part in any demonstration, protest, procession or public assembly likely to obstruct or interfere with the property use

of the Airport or obstruct or interfere with the comfort and convenience or safety of passengers or persons using the Airport.

...

4.19 Obstruction or interference

4.19.1 intentionally obstruct or interfere with the proper use of the Airport or with any person acting in the execution of his duty in relation to the operation of the Airport; or

4.19.2 intentionally obstruct any other person in the proper use of the Airport.

...

4.26 Requests to leave

remain on the Airport, after having been requested by a Constable or an Airport Official to leave provided that no Airport Official shall request a person to leave unless he has reasonable grounds to believe that that person has committed or is about to commit a criminal offence or breach any byelaw.”

26. Other potentially relevant BRS Byelaws include the following:-

4	ACTS WHICH ARE PROHIBITED ABSOLUTELY No person shall for any reason
4.1	<u>Tampering with Aircraft</u> tamper or interfere with any Aircraft or anything used in connection with any Aircraft.
4.2	<u>Entering Aircraft without authority</u> Enter, climb upon or board any Aircraft without authority of the person in charge of it.
4.3	<u>Tampering with equipment regulating access</u> tamper or interfere with or misuse any equipment, apparatus, etc used for or in connection with the control of access of persons or vehicles to any part of the Airport.
4.7	<u>Interference with communication and navigation systems</u> Operate or use any radio transmitter or other thing capable of emitting electrical interference in such a way as to adversely affect or be likely to adversely affect the operation of any communications, navigation or other systems at the Airport.
4.8	<u>Tampering with communications systems</u> tamper with or misuse any telephone or telecommunications systems or apparatus provided for transmitting and receiving messages at the Airport.
4.12	<u>Notices</u> fail to observe or comply with any notice prohibiting or restricting access to any part of the Airport.

4.14	<u>Entrance to the Airport</u> <i>enter the Airport, except for a bona fide purpose.</i>
4.18	<u>Flags, notices and emblems</u> <i>display any flags, banners, notices or emblems which are threatening, abusive or insulting .</i>
4.23	<u>Loitering</u> <i>loiter on the Airport.</i>
4.26	<u>Requests to leave</u> <i>Remain on the Airport, after having been requested by a Constable or an Airport Official to leave provided that no Airport Official shall request a person to leave unless he has reasonable grounds to believe that that person has committed or is about to commit a criminal offence or breach any byelaw.</i>
4.27	<u>Return after request to leave</u> <i>having left the Airport in accordance with byelaw 4.26, re-enter the Airport except as a bona fide airline passenger and subject to any conditions of re-entry stipulated by a Constable or Airport Official.</i>
5	ACTS WHICH ARE PROHIBITED WITHOUT CONSENT
5.5	<u>Annoyance to others</u> <i>sing, dance, shout, play a musical instrument, operate Portable Entertainment Equipment, portable public address equipment or behave in such a way as to give reasonable cause for annoyance to any other person.</i>
5.6	<u>Entering and leaving the Airport</u> <i>enter or leave the Airport otherwise than through any authorised or designated gate or entrance or exit.</i>
5.7	<u>Unauthorised areas</u> <i>enter any part of the Airport to which members of the public are not for the time being admitted.</i>
5.11	<u>Walls, fences and barriers</u> <i>climb any wall, fence, barrier, railing or post.</i>
10	GENERAL
10.1	<i>Where a Constable or Airport Official reasonably suspects that an offence against any of these byelaws has been committed by a person, that person shall, upon being required to do so by a Constable or an Airport Official, correctly state his name and address and the purpose of his being on the Airport.</i>

27. I am not aware of any instances of the BRS Byelaws needing to be enforced in respect of acts of protests at Bristol Airport.
28. I am aware that the Public Order Act 2023 has relatively recently come into force and that some of the acts of protests carried out at Bristol Airport might be capable of being prosecuted under that legislation (such as sections 1, 2 and 7).

SECTION 5: PROTESTS AT BRISTOL AIRPORT

29. Over the last 5 years there have been around 20 incidents of protests at or near Bristol Airport. Most of these have involved 1 or 2 environmental campaigners.
30. The incidents which have involved large numbers of protestors are summarised in the table below:-

Date	Incident Summary
18.01.19	Around 50 Extinction Rebellion activists staged a "die in" at Bristol Airport
29.08.19	Around 30 individuals conducted a protest on a roundabout on the A38 (one of the main access roads to Bristol Airport)
14.09.19	Several Extinction Rebellion activists blocked the same roundabout on the A38
05.03.22	Around 20 individuals conducted a protest against airport expansion inside the main terminal building
09.09.23	Around 25 individuals conducted a protest on the same roundabout on the A38

31. I have read a copy of the witness statement of Stuart Wortley which addresses recent protests at airports in England.

SECTION 6: SECURITY AND HEALTH AND SAFETY

Security – Usual Arrangements at Bristol Airport

32. The Fourth Claimant has strict security measures in place for all individuals (and vehicles) who seek to access airside. This can cover both passengers who are travelling through Bristol Airport to another destination, but also staff who work airside, and vehicles which are needed to operate or provide a service airside. Under the Aviation Security Act 1982 no one is permitted to access a security restricted area airside if they do not have the permission of the airport operator (which is subject to each person having undergone and passed these security checks).
33. In addition to the security checks, the Fourth Claimant also operates:
- 33.1 bollards controlled by an access control security agent across the access road which leads to the terminal front;
 - 33.2 security gates blocking access to the goods yard. All goods going airside are passed through separate security scanners and are collected by staff who have already cleared security in order to be airside; and

- 33.3 24-hour CCTV in operation across the airport estate with vehicle recognition cameras capturing vehicles accessing the car parks.
34. Each passenger must show their boarding pass in order to proceed to the security checks, and each staff member or contractor must have a valid airport ID card. Anyone who has a visitor or temporary pass must be escorted at all times.
35. As a result of the threatened protests, we have:-
- 35.1 closed 2 of the access points on the southern boundary of the Airport;
 - 35.2 increased the number and frequency of security patrols of the perimeter fence;
 - 35.3 informed all occupiers at the Airport of the heightened risk and asked for their vigilance; and
 - 35.4 liaised with the airport police who arranged for their operational teams to undertake an assessment of the airport perimeter and familiarise themselves with the site.

Health & Safety

36. I adopt the evidence of Mr Barton in this section of his witness statement as the same considerations apply at Bristol Airport.

SECTION 7: OPERATIONAL DISRUPTION AND FINANCIAL HARM

37. I adopt the evidence of Mr Barton in this section of his witness statement as the same considerations apply at Bristol Airport.
38. As noted above, my finance team has estimated the daily revenue at Bristol Airport in August 2024 at £775,000.

SECTION 8: APPREHENSION OF FUTURE PROTESTS AND HARM

39. For the reasons given above, the Fourth, Fifth and Sixth Claimants reasonably apprehend that:-
- 39.1 Bristol Airport will be targeted by protestors during the summer of 2024;
 - 39.2 the tactics and strategies deployed by the protestors will mirror those which have already been deployed by JSO, XR and (in Germany) Last Generation. Those tactics include protestors gaining access to critical parts of the airport

(including airside), trespass, damage to property and obstructing access to the taxiways and runway.

40. JSO's stated aim is to disrupt airports. The protest at Stansted Airport on 20 June 2024 and the recent pre-emptive arrests of JSO protestors at Gatwick and Heathrow Airports (referenced in Stuart Wortley's witness statement) demonstrate that JSO is intent on following through with this threat.

SECTION 9: THE BALANCE OF CONVENIENCE / COMPELLING JUSTIFICATION

41. The Fourth, Fifth and Sixth Claimants consider that:

- 41.1 unless an injunction is granted, there is a serious risk of disruption at Bristol Airport this summer. To maintain the element of surprise and to avoid the risk of arrest, it is very unlikely that JSO or XR will make any public announcement concerning the location, time / date of any protest in advance;

- 41.2 damages would not be an adequate remedy for Bristol Airport (not least because the Defendants - being a class of Persons Unknown - are very unlikely to be able to meet any award of damages);

- 41.3 since the remedy which the Fourth, Fifth and Sixth Claimants seek is only to prevent unlawful activity, there is no question of anyone in the class of Persons Unknown suffering any actionable loss or needing compensation in damages; and

- 41.4 the grant of an injunction to restrain disruption would provide an effective deterrent for activists who might otherwise contemplate direct action (given that the breach of an injunction would carry the risk of imprisonment for contempt of court). The Fourth Claimant has considered whether it might enforce any breaches of the byelaws by way of criminal prosecutions. Whilst that may be possible, this is likely to be complicated and result in delays (for example, the Director of Public Prosecutions could take over the prosecutions at any stage under section 6(2) of the Prosecution of Offences Act 1985 and so the Fourth Claimant would not be in control of that procedure). Furthermore, any prosecution would have to occur following an incident of protest by which time the serious impact on the airport, in the forms I identify above, would already have occurred.

42. Having regard to the credible threat of this apprehended protest activity and the harm that would be caused if an unlawful protest came to pass, I respectfully request

that the Court grants the injunctive relief set out in the draft orders which accompany this claim.

SECTION 10: CROSS-UNDERTAKING IN DAMAGES

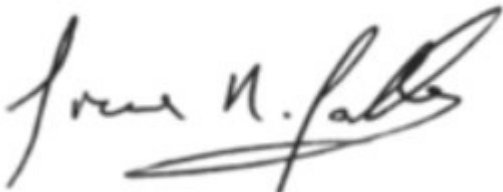
43. Although I cannot foresee any way in which anyone affected by the injunction could suffer loss or damage, I am authorised on behalf of the Fourth, Fifth and Sixth Claimants to provide the necessary cross-undertaking to pay any sum which the Court considers appropriate to compensate anyone affected by the proposed injunction to restrain unlawful activity at Bristol Airport if it is subsequently determined that the Fourth, Fifth and Sixth Claimants are not entitled to the order which it seeks.
44. The (unaudited) consolidated accounts for the group which includes the Fourth, Fifth and Sixth Claimants for the year ending 31 December 2023 show the following:-

Turnover for the year ending 31.12.23	Profit for the year ending 31.12.23	Balance Sheet as at 31.12.23
£179 million	£74 million	(£175 million)

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement and exhibits 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.



GRAEME GAMBLE

31 July 2024

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

Claimants

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

GG1

This is the exhibit marked "GG1" referred to in the witness statement of Graeme Gamble.

BRISTOL AIRPORT
BYELAWS 2012

INDEX

1. INTRODUCTION
2. INTERPRETATION
3. PENALTIES
4. ACTS WHICH ARE PROHIBITED ABSOLUTELY
 - 4.1 Tampering with Aircraft
 - 4.2 Entering Aircraft without authority
 - 4.3 Tampering with equipment regulating access
 - 4.4 Parking Aircraft
 - 4.5 Security of Aircraft
 - 4.6 Emergency stop switches
 - 4.7 Interference with communication and navigation systems
 - 4.8 Tampering with communication systems
 - 4.9 Fire
 - 4.10 False warnings and alarms
 - 4.11 Smoking
 - 4.12 Notices
 - 4.13 Direction by Airport Officials
 - 4.14 Entrance to the Airport
 - 4.15 Animals
 - 4.16 Intoxication
 - 4.17 Demonstrations and processions etc
 - 4.18 Flags, notices and emblems
 - 4.19 Obstruction or interference
 - 4.20 Refuse etc
 - 4.21 Baggage Trolleys
 - 4.22 Wheelchairs
 - 4.23 Loitering
 - 4.24 Emergency entrances and exists
 - 4.25 Evacuation
 - 4.26 Request to leave
 - 4.27 Return after request to leave
 - 4.28 Request to remove vehicles or Animals
 - 4.29 Return after request to remove vehicles or Animals
 - 4.30 Unattended baggage
 - 4.31 Reporting damage
 - 4.32 Driving
 - 4.33 Private Hire Vehicles
 - 4.34 Authorised Taxi Stands
 - 4.35 Abandonment of Vehicles
 - 4.36 Unattended Vehicles

5. ACTS WHICH ARE PROHIBITED WITHOUT CONSENT
 - 5.1 Cleaning of Aircraft
 - 5.2 Running Aircraft engines
 - 5.3 Taking vehicles into hangers
 - 5.4 Refuelling
 - 5.5 Annoyance to others
 - 5.6 Entering and leaving the Airport
 - 5.7 Unauthorised areas
 - 5.8 Public service vehicles
 - 5.9 Airside driving
 - 5.10 The Aircraft manoeuvring area
 - 5.11 Walls, fences and barriers
 - 5.12 Electronic equipment
 - 5.13 Selling
 - 5.14 Vehicles for hire
 - 5.15 Advertising
 - 5.16 Begging
 - 5.17 Betting and Gaming
 - 5.18 Passes and permits
 - 5.19 Buildings and other structures
 - 5.20 Grazing of Animals
6. PROHIBITED ACTS ON PRIVATE AIRPORT ROADS AND OTHER PARTS OF THE AIRPORT TO WHICH ROAD TRAFFIC ENACTMENTS DO NOT APPLY
 - 6.1 Conduct while driving
 - 6.2 Parking in time restricted areas
 - 6.3 Parking in prohibited areas
 - 6.4 Nuisance
 - 6.5 Causing obstructions
 - 6.6 Parking brake
 - 6.7 Road Traffic Enactments
 - 6.8 Fuel and exhaust systems
 - 6.9 Observe signs
 - 6.10 Safety
 - 6.11 Driving in designated areas
 - 6.12 Driving in Aircraft manoeuvring areas
 - 6.13 Stopping when requested to do so
 - 6.14 Following directions and regulations
 - 6.15 Parking in designated areas only
 - 6.16 Request for removal of vehicle
 - 6.17 Leaving vehicles unattended
7. TAXIS

- 7.1 Authorised Taxis only
- 7.2 Maximum permitted number of Taxis
- 7.3 Entering buildings
- 7.4 To be available for immediate hire
- 7.5 Disabled Taxis
- 7.6 Clearing Taxis
- 7.7 Badges
- 7.8 Conduct on Authorised Taxi Stand
- 7.9 Assisting passengers
- 8. ACCIDENTS
 - 8.1 Accident on Company property
 - 8.2 Accidents involving Aircraft
- 9. LOST PROPERTY
 - 9.1 Obligations of finder
 - 9.2 Obligations to recipient
 - 9.3 Lost property records
 - 9.4 Where ownership is ascertainable
 - 9.5 Exception to byelaw 9.4
 - 9.6 Claims
 - 9.7 Disposal of Property
 - 9.8 Opening packages
- 10 GENERAL
- 11. REVOCATION OF BYELAWS

1. INTRODUCTION

Bristol Airport Limited in exercise of the powers conferred on it by sections 63 and 64 of the Airports Act 1986, and of all other powers enabling it in that behalf, hereby makes the following byelaws which shall apply within Bristol Airport.

2. INTERPRETATION

2.1 Where the following words or phrases appear in these byelaws those words or phrases are to have the following meaning:

“Aircraft”	means any power-driven flying machine;
“the Airport”	means the aggregate of the land, buildings and works for the time being constituting Bristol Airport, shown delineated in red on the Plan;
“Airport Car Parks”	means together the areas within the Airport from time to time designated for the parking of private motor vehicles;
“the Company”	means Bristol Airport Limited, and where the context so requires references to the Company shall include a reference to any person engaged (whether by employment or otherwise) by the Company;
“Airport Official”	means any person authorised so to act by the Company;
“Airside”	means the area inside the security fence and beyond the Terminal Building security controls;
“Animal”	means any wild or domesticated animal that is brought onto the Airport;
“Authorised Stand”	Taxi means that part of the Airport designated for use by a Taxi;
“Constable”	means any person having the powers and privileges of a constable;
“Customs and Excise Acts”	has the same meaning as in the Customs and Excise Management Act 1979;

“Lost Property Office”	means any building or part of a building at the Airport which has been designated for that purpose by the Company;
“Plan”	means the plan attached to these byelaws;
“Pick Up/Drop Off Areas”	means the areas designated from time to time for picking up and dropping off passengers;
“Portable Entertainment Equipment”	means a radio, cassette player, compact DVD or mini disc player, television, computer games or any other device capable of transmitting audio sounds;
“Private Hire vehicle”	means a vehicle, other than a Taxi or public service vehicle, which is used for the purpose of carrying passengers for hire or reward and which is licensed under the Local Government (Miscellaneous Provisions) Act 1976;
“Road Traffic Enactments”	has the same meaning as in section 63(3) of the Airports Act 1986;
“Taxi”	means a hackney carriage licensed under section 37 of the Town Police Clauses Act 1847; and
“Terminal Building”	means the building or buildings at the Airport used as terminals for passengers arriving at or departing from the Airport.

1(2) These byelaws may be cited as the Bristol Airport Byelaws 2012.

3. PENALTIES

Any person contravening any of the following byelaws shall be liable on summary conviction to a fine which in respect of a contravention of:

- 3.1 byelaw 4.11 shall not exceed level 1 on the standard scale;
- 3.2 byelaw 5.19 shall not exceed level 2 on the standard scale;

3.3 byelaws 4.1, 4.2, 4.7, 4.8, 4.9, 4.10, 4.36, 5.1, 5.2, 5.5, 5.14, 6.1.1, 6.1.2, 6.1.3, 6.7, 6.8 and 6.12 shall not exceed level 4 on the standard scale; and

3.4 any other byelaws shall not exceed level 3 on the standard scale in each case as the standard scale has effect from time to time by virtue either of Section 37 (2) of the Criminal Justice Act 1982 or of an order under section 143 of the Magistrates' Courts Act 1980.

4. ACTS WHICH ARE PROHIBITED ABSOLUTELY

No person shall for any reason:-

4.1 Tampering with Aircraft

tamper or interfere with any Aircraft or anything used in connection with any Aircraft.

4.2 Entering Aircraft without authority

enter, climb upon or board any Aircraft without authority of the person in charge of it.

4.3 Tampering with equipment regulating access

tamper or interfere with or misuse any equipment, apparatus, etc used for or in connection with the control of access of persons or vehicles to any part of the Airport.

4.4 Parking Aircraft

except in the case of emergency, place or park an Aircraft other than in the place and position designated for that Aircraft by any Airport Official.

4.5 Security of Aircraft

fail to secure against movement or any unauthorised entry or tampering with any Aircraft.

4.6 Emergency stop switches

except in the case of any emergency, intentionally tamper or interfere with or misuse or operate any emergency stop switches or switch or lever of any escalator, travelator, lift or any other automatic conveyance for passengers upon or near to which a notice is displayed which states that it is only to be operated in case of emergency.

4.7 Interference with communication and navigation systems

operate or use any radio transmitter or other thing capable of emitting electrical interference in such a way as to adversely affect or be likely to adversely affect the operation of any communications, navigation or other systems at the Airport.

4.8 Tampering with communication systems

tamper with or misuse any telephone or telecommunications systems or apparatus provided for transmitting and receiving messages at the Airport.

4.9 **Fire**

cause an outbreak of fire.

4.10 **False warnings and alarms**

give a false bomb warning or a false fire, ambulance, or other emergency alarm.

4.11 **Smoking**

smoke or bring a naked light into or light any naked light in any place other than any place or places specifically designated by notice for that purpose.

4.12 **Notices**

fail to observe or comply with any notice prohibiting or restricting access to any part of the Airport.

4.13 **Direction by Airport Officials**

whether on foot or whilst driving neglect, fail or refuse to comply with an indication or direction given by any Airport Official or by any notice exhibited by or on behalf of the Company.

4.14 **Entrance to the Airport**

enter the Airport, except for a bona fide purpose.

4.15 **Animals**

fail to keep any Animal under control or permit any Animal to foul any footpath or building.

4.16 **Intoxication**

be drunk or under the influence of drugs or other intoxicating substance.

4.17 **Demonstrations and processions etc**

organise or take part in any demonstration, protest, procession or public assembly likely to obstruct or interfere with the proper use of the Airport or obstruct or interfere with the comfort and convenience or safety of passengers or persons using the Airport.

4.18 **Flags, notices and emblems**

display any flags, banners, notices or emblems which are threatening, abusive or insulting .

4.19 **Obstruction or interference**

4.19.1 intentionally obstruct or interfere with the proper use of the Airport or with any person acting in the execution of his duty in relation to the operation of the Airport; or

4.19.2 intentionally obstruct any other person in the proper use of the Airport.

4.20 **Refuse etc**

leave uncovered refuse containers on any part of the Airport or drop, leave, throw or otherwise deposit anything where doing so would or would be likely

to cause, contribute to or lead to damage to property (including Aircraft) or the defacement by litter, pollution or waste substances of any part of the Airport.

4.21 **Baggage trolleys**

remove from the Airport or misuse any baggage trolleys provided for passenger use.

4.22 **Wheelchairs**

remove from the Airport or misuse wheelchairs provided for passenger use.

4.23 **Loitering**

loiter on the Airport .

4.24 **Emergency entrances and exists**

obstruct, tamper with or otherwise interfere with any of the emergency entrances or exits at the Airport.

4.25 **Evacuation**

in an emergency fail to evacuate or remain in any building or place on the Airport when instructed to do so by a Constable, a member of the emergency services, an Airport Official or the Company.

4.26 **Requests to leave**

remain on the Airport, after having been requested by a Constable or an Airport Official to leave provided that no Airport Official shall request a person to leave unless he has reasonable grounds to believe that that person has committed or is about to commit a criminal offence or breach any byelaw.

4.27 **Return after request to leave**

having left the Airport in accordance with byelaw 4.26 re-enter the Airport except as a bona fide airline passenger and subject to any conditions of re-entry stipulated by a Constable or Airport Official.

4.28 **Request to remove vehicles or Animals**

allow any vehicle, Animal or thing to be on the Airport after its presence on the Airport has been forbidden by a Constable or an Airport Official provided that no Airport Official shall forbid the presence of any vehicle, Animal or thing unless he has reasonable grounds to believe that its presence has been responsible for or is about to be responsible for a criminal offence or breach of any byelaw.

4.29 **Return after request to remove vehicles or Animals**

having removed any vehicle, Animal or thing at the request of a Constable or an Airport Official allow that vehicle, Animal or thing to re-enter the Airport for a period of twenty-four hours thereafter and in any event without complying with any conditions of re-entry stipulated by a Constable or Airport Official.

4.30 **Unattended baggage**

leave any baggage or other item unattended anywhere within the Airport.

4.31 **Reporting damage**

without reasonable excuse fail to report damage howsoever caused to an Aircraft to a person having charge of it or its owner.

4.32 **Driving**

drive a vehicle in any part of the Airport without first being in possession of a current licence and any valid driving permit issued by the Company in each case necessary to drive the vehicle or where it is being driven.

4.33 **Private Hire Vehicles**

cause or permit a Private Hire Vehicle to enter the Airport for the purpose of loading or unloading passengers otherwise than from designated Pick Up/Drop Off Areas.

4.34 **Authorised Taxi Stands**

cause or permit any vehicle other than a Taxi to stand on an Authorised Taxi Stand.

4.35 **Abandonment of Vehicles**

abandon any vehicle on any part of the Airport.

4.36 **Unattended Vehicles**

leave any vehicle unattended on the road and/or forecourt to the front of any Terminal Building.

5. **ACTS WHICH ARE PROHIBITED WITHOUT CONSENT**

Unless the written permission of the Company has been first obtained or the act is performed by a person with lawful authority or reasonable cause or excuse in circumstances in which the obtaining of permission would be likely to hinder the person in so acting, no person shall:

5.1 **Cleaning of Aircraft**

clean, service or maintain Aircraft or any vehicle or other equipment in areas where such activities are prohibited.

5.2 **Running Aircraft engines**

run an Aircraft engine in a hanger or in any area which is not designated for that purpose.

5.3 **Taking vehicles into hangers**

take any vehicle into a hanger used for the manufacture, maintenance or storage of Aircraft.

5.4 **Refuelling**

fill or discharge from any container, including any part of a vehicle, liquid fuel in any place that is not approved for the purpose by the Company

5.5 **Annoyance to others**

sing, dance, shout, play a musical instrument, operate Portable Entertainment Equipment, portable public address equipment or behave in such a way as to give reasonable cause for annoyance to any other person.

- 5.6 **Entering and leaving the Airport**
enter or leave the Airport otherwise than through any authorised or designated gate or entrance or exit.
- 5.7 **Unauthorised areas**
enter any part of the Airport to which members of the public are not for the time being admitted.
- 5.8 **Public service vehicles**
enter the Airport with a public service vehicle not being a public service vehicle hired as a whole.
- 5.9 **Airside driving**
drive a vehicle Airside elsewhere than in areas designated for the driving of such vehicles.
- 5.10 **The Aircraft manoeuvring area**
with or without a vehicle enter that part of the Airport known as the Aircraft manoeuvring area without first obtaining the permission and clearance of Air Traffic Control.
- 5.11 **Walls, fences and barriers**
climb any wall, fence, barrier, railing or post.
- 5.12 **Electronic equipment**
use any equipment for the transmission, receipt, recording, reproduction or amplification of sound, speech or images for commercial purposes.
- 5.13 **Selling**
sell or distribute anything, offer anything for sale or hire, make any offer of the provision of services for payment or reward.
- 5.14 **Vehicles for hire**
offer his or any other vehicle for hire or perform any services in relation to the supply or hire of a vehicle.
- 5.15 **Advertising**
post, distribute or display any notice, advertisement, sign, circular or other written or printed matter except on premises which that person is authorised to occupy and when the posting, distribution or display is effected in accordance with the terms of his occupation.
- 5.16 **Begging**
beg or solicit funds or contributions of any kind.
- 5.17 **Betting and Gaming**
engage in bookmaking, gaming, betting or wagering or pay, receive, or settle bets with any other person.
- 5.18 **Passes and permits**
fail to wear a pass or permit issued to him by or on behalf of the Company so that it is reasonably visible at all times.
- 5.19 **Buildings and other structures**

remove, displace, deface or alter any structure, building or other property (including any notice), forming part of, or provided for, or in connection with the Airport.

5.20 **Grazing of Animals**

graze Animals.

6. **PROHIBITED ACTS ON PRIVATE AIRPORT ROADS AND OTHER PARTS OF THE AIRPORT TO WHICH ROAD TRAFFIC ENACTMENTS DO NOT APPLY**

On any private Airport roads or other parts of the Airport to which the Road Traffic Enactments do not apply no person shall:

6.1 **Conduct while driving**

drive a vehicle:-

6.1.1 dangerously (by which is meant to drive in such a manner where having regard to the circumstances such driving is likely to cause injury or damage to property);

6.1.2 without due care and attention, or without reasonable consideration for other persons using the Airport;

6.1.3 whilst drunk or under the influence of drink or drugs or other intoxicating substances; or

6.1.4 in excess of the speed indicated by a notice displayed on or adjacent to the road in question.

6.2 **Parking in time restricted areas**

leave or park a vehicle or cause it to wait for a period in excess of the permitted time in an area where the period of waiting is restricted by notice.

6.3 **Parking in prohibited areas**

wait leave or park a vehicle where waiting or parking is prohibited by notice.

6.4 **Nuisance**

use, cause or permit to be used, any vehicle in such a way as to cause or to be likely to cause, danger or nuisance to any person.

6.5 **Causing obstructions**

except in an emergency, when in charge of a vehicle cause or permit the vehicle to stand so as to cause any obstruction, or so as to be likely to cause danger to any Aircraft, person or property.

6.6 **Parking brake**

cause or permit any vehicle to be left unattended unless the parking brake or restraining device with which the vehicle is fitted is properly engaged.

6.7 **Road Traffic Enactments**

drive or cause or permit to be driven any vehicle which fails to comply with any braking, steering, lighting, tyre or electrical requirements which apply to that type of vehicle if it were to be operated on a road to which the Road Traffic Enactments apply.

6.8 **Fuel and exhaust systems**

use, cause or permit to be used any vehicle unless the condition of the fuel and exhaust systems is at all times such that no danger or nuisance is caused or is likely to be caused to any person or property.

6.9 **Observe signs**

without reasonable excuse on foot or whilst driving or propelling a vehicle neglect, fail or refuse to comply with an indication or direction given by:

6.9.1 a traffic or pedestrian sign erected and displayed by or with the consent of the Company placed on or near such parts of the Airport;

6.9.2 any road markings; or

6.9.3 an Airport Official or Constable for the time being engaged in the regulation of traffic or pedestrians.

6.10 **Safety**

use, cause or permit a vehicle to be used unless:

6.10.1 it is in such condition; the number of passengers carried by it; the manner in which any passengers are carried in it; the weight, distribution, packing and adjustment of the load of the vehicle are such that no danger is caused or is likely to be caused to any person in or on the vehicle or on the Airport, and

6.10.2 any load carried by the vehicle is at all times secured so that neither danger nor nuisance is caused or is likely to be caused to any person or property by reason of the load or any part thereof falling or being blown from the vehicle.

6.11 **Driving in designated areas**

without permission of the Company drive or park or wait in or leave any vehicle otherwise than in areas designated by the Company.

6.12 **Driving in Aircraft manoeuvring areas**

except in an emergency, cause or permit vehicles, or Aircraft servicing equipment or persons to enter those parts of the Airport designated for the surface movement of Aircraft including the manoeuvring area, aprons and any part of the Airport provided for the maintenance of Aircraft except those parts specifically designated by the Company for use by vehicles, Aircraft servicing equipment or persons.

6.13 **Stopping when requested to do so**

fail to stop when required by a Constable or an Airport Official so to do.

6.14 **Following directions and regulations**

fail to comply with any direction for the regulation of traffic given by a Constable, any Airport Official or any notice.

6.15 **Parking in designated areas only**

park a vehicle other than in a place designated for that purpose.

- 6.16 **Request for removal of vehicle**
when in charge of a vehicle, fail to remove it from any parking place when required to do so by a Constable or an Airport Official.
- 6.17 **Leaving vehicles unattended**
6.17.1 leave any vehicle unattended when its engine is running; or
6.17.2 leave any vehicle without removing the ignition key from the vehicle.

7. TAXIS

- 7.1 **Authorised Taxis only**
No person shall cause or permit a Taxi to be available for hire or load passengers unless:
7.1.1 authorised in writing to do so by the Company; and
7.1.2 he does so from an Authorised Taxi Stand.
- 7.2 **Maximum permitted number of Taxis**
No person shall cause or permit a Taxi to stand on an Authorised Taxi Stand in excess of the maximum permitted number of Taxis as indicated by any notice displayed there.
- 7.3 **Entering buildings**
No person shall for the purpose of plying for hire with a Taxi or obtaining fares enter any building or intentionally obstruct any carriageway, footpath or building or act in such a manner as to give reasonable grounds for annoyance.
- 7.4 **To be available for immediate hire**
No person shall leave a Taxi on any Authorised Taxi Stand unless willing to be hired immediately.
- 7.5 **Disabled Taxis**
No person shall allow a disabled Taxi to be left on an Authorised Taxi Stand longer than is reasonably necessary to effect removal unless such disablement is temporary and is remedied without delay.
- 7.6 **Cleaning Taxis**
No person shall wash down or clean out a Taxi on an Authorised Taxi Stand.
- 7.7 **Badges**
No person shall when operating as a taxi driver arriving at an Authorised Taxi Stand fail to display or produce his badge to a Constable, traffic warden or Airport Official when requested to do so.
- 7.8 **Conduct on Authorised Taxi Stand**
Where an Authorised Taxi Stand is laid out or marked in such a manner that Taxis may only stand one behind the other, as soon as the first Taxi in this line is hired, the drivers of all other Taxis standing on the Authorised Taxi Stand shall drive their vehicles forward each one space, and spaces at the Authorised Taxi Stand shall not be filled in any other manner.
- 7.9 **Assisting passengers**

Taxi drivers shall when requested by a person who hires or seeks to hire the carriage:

- 7.9.1 give reasonable assistance in loading and unloading luggage;
- and
- 7.9.2 convey only a reasonable quantity of luggage.

8. ACCIDENTS

8.1 Accidents on Company property

Where any accident involving a vehicle occurs on any part of the Airport which is not a public road and as a result:-

- 8.1.1 personal injury is caused; or
 - 8.1.2 damage is caused to any vehicle, Animal or other property.
- the driver shall stop and:
- 8.1.3 give his name and address;
 - 8.1.4 the name and address of the owner of the vehicle;
 - 8.1.5 the registration number or identification marks of the vehicle;
 - and
 - 8.1.6 details of the accident to a Constable or Airport Official or any other person having reasonable grounds for requiring them, as soon as reasonably practicable but, in any event, no later than 24 hours after the accident.

8.2 Accidents involving Aircraft

Where, on any private part of the Airport, any accident involving an Aircraft occurs:

- 8.2.1 if present at the time of the accident, the Aircraft captain (or, if the Aircraft is being towed, the tug-driver) shall stop and give:
 - 8.2.1.1 his name and address;
 - 8.2.1.2 the name and address of the person who is the Operator at the time of the accident;
 - 8.2.1.3 the identification marks of the Aircraft; and
 - 8.2.1.4 details of the accidentto a Constable or Airport Official or any other person having reasonable grounds for requiring them, as soon as reasonably practicable but, in any event, no later than 2 hours after the accident;
- 8.2.2 the driver of any vehicle involved shall stop and give:
 - 8.2.2.1 his name and address;
 - 8.2.2.2 the name and address of the owner of the vehicle;
 - 8.2.2.3 the registration number or identification marks of the vehicle;
 - 8.2.2.4 details of the accident; and
 - 8.2.2.5 details of third party insurance cover

to a Constable or Airport Official or any other person having reasonable grounds for requiring them, as soon as reasonably practicable but, in any event, no later than 2 hours after the accident.

9. LOST PROPERTY

9.1 Obligations of finder

Subject to the provisions of the Customs and Excise Acts, any person (other than a member of staff of the Airport, an Airport Official or a Constable) who finds property on any part of the Airport to which the public or passengers have access or in any vehicle owned or operated by or on behalf of the Company (but not on board an Aircraft, in a Taxi or on premises let by the Airport Company) to which these byelaws apply shall hand it as soon as reasonably practicable in the state in which he finds it to a member of staff of the Airport, an Airport Official or a Constable and inform that person of the place and circumstances in which it was found.

9.2 Obligations to recipient

9.2.1 Subject to any provisions of the Customs and Excise Acts, and paragraph 9.2.2 below, any member of staff of the Airport or an Airport Official or Constable to whom property is handed pursuant to byelaw 9.1 or who himself finds any property to which these byelaws apply shall, as soon as reasonably practicable and in any case before leaving the Airport, deliver such property for safe custody in the state in which it comes into his possession to the Lost Property Office and inform a member of staff of the Airport or an Airport Official at the Lost Property Office of the circumstances in which it was found.

9.2.2 If before any lost property shall have been delivered for safe custody to the Lost Property Office under byelaw 9.2.1, it is claimed by a person who produces evidence to the reasonable satisfaction of the member of staff of the Airport or an Airport Official or Constable, as the case may be, that he is the true owner, it shall be returned to that person, forthwith, without fee, provided he gives his name and address.

9.3 Lost property records

All lost property shall be kept for a period of not less than 3 months, and a record shall be kept showing particulars of the lost property including details of the circumstances in which it was found for a period of not less than 12 months.

9.4 Where ownership is ascertainable

Where the identity of the owner of any lost property is ascertainable the Company will notify the owner that the lost property is in their possession and may be claimed in accordance with these byelaws.

9.5 Exception to byelaw 9.4

Where official documents, including passports are found the Company shall wherever practicable return these forthwith to the appropriate government department or other body responsible for issuing, controlling or dealing with them.

9.6 **Claims**

If any lost property is claimed and the claimant provides evidence to the reasonable satisfaction of the Company that he is the owner and gives his name and address the lost property will be returned to the owner.

9.7 **Disposal of Property**

9.7.1 If any lost property is not claimed by or delivered to its owner within three months, the Company shall be entitled to sell it for the best price that can reasonably be obtained or, in the case of items of negligible value, dispose of it as they think fit.

9.7.2 The Company shall or be required to retain property of a negligible value for 28 days after which the Company shall be entitled to sell it at the best price that can reasonably be obtained or dispose of it as they think fit.

9.7.3 The Company shall be required to retain property of a perishable nature for 48 hours after which, the Company shall be entitled to sell it at the best price that can reasonably be obtained or dispose of it as they think fit.

9.7.4 The Company shall be entitled to deduct from the proceeds of sale of any lost property its reasonable storage and sale costs. The Company shall retain the balance for 12 months from the date of the sale in case of any claim by the true owner. After 12 months the Company shall pay the proceeds of the sale of any lost property to a charity of its choice.

9.8 **Opening packages**

The Company is entitled to open up and examine the contents, or require the claimant to open up and submit the contents of any lost property for examination.

10. GENERAL

10.1 Where a Constable or Airport Official reasonably suspects that an offence against any of these byelaws has been committed by a person, that person shall, upon being required to do so by a Constable or an Airport Official, correctly state his name and address and the purpose of his being on the Airport.

10.2 No Airport Official shall exercise any powers under any of these byelaws without producing written evidence of his authority.

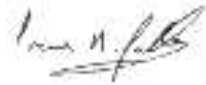
11. REVOCATION OF BYELAWS

All previous byelaws of the Airport are hereby revoked.

The **COMMON SEAL** of

BRISTOL AIRPORT LIMITED affixed is authenticated by:

Director

A handwritten signature in black ink, appearing to read 'Graeme Gamble', written over a faint horizontal line.

Secretary

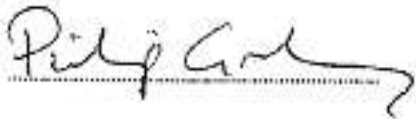
Graeme Gamble

Dated

29/07/2024

The foregoing byelaws are hereby confirmed by the Secretary of State for Transport and shall come into operation on the 1st day of JANUARY 2012. 2013

SIGNED BY

A handwritten signature in cursive script, appearing to read "Philip Graham", written over a horizontal dotted line.

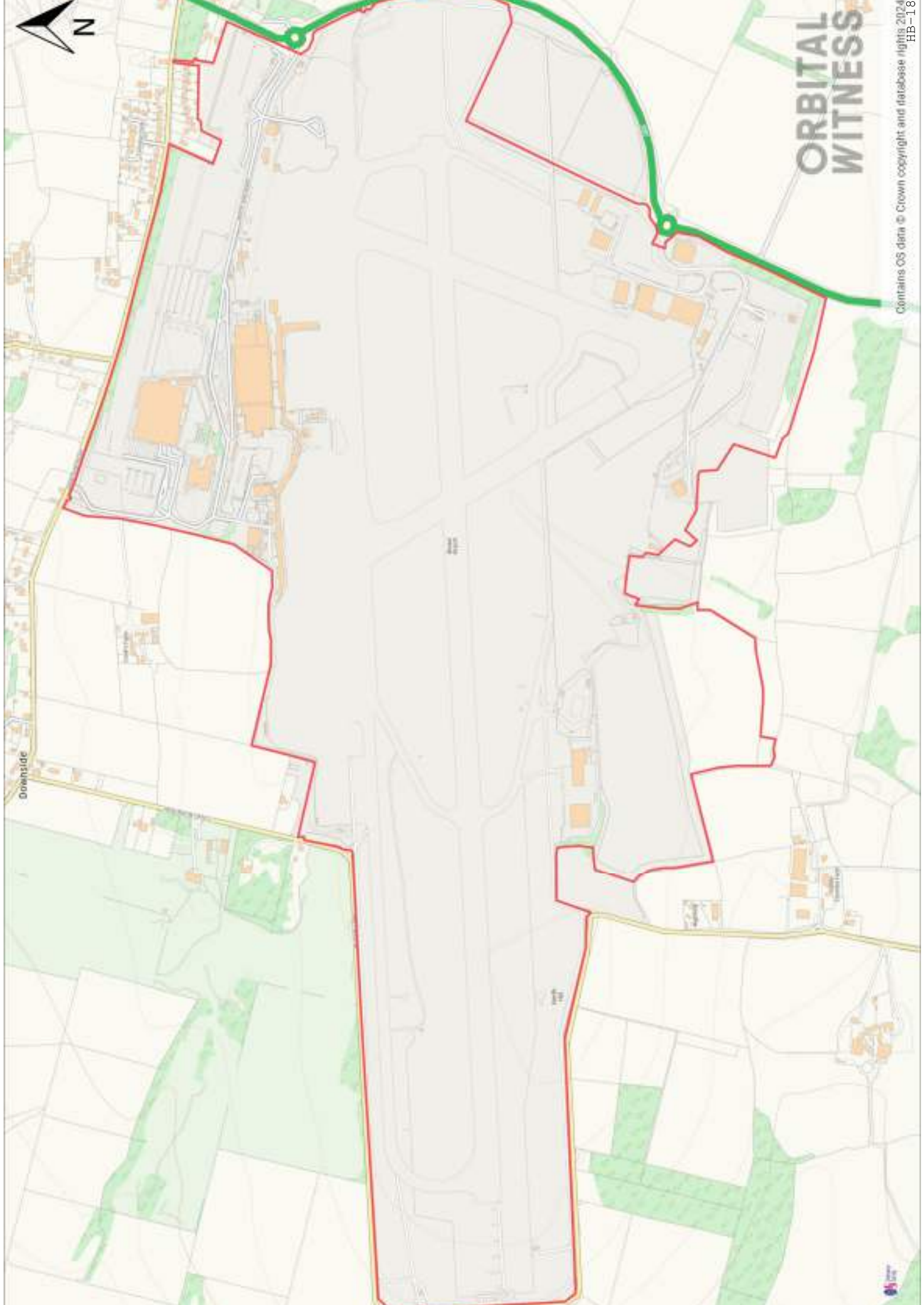
~~John Parkinson~~ PHILIP GRAHAM
Head of Airports Policy Division by Authority of the Secretary of State



**ORBITAL
WITNESS**

Downside

Contains OS data © Crown copyright and database rights 2024
HB-186



Party: Claimants
Name: Stuart S Wortley
Number: First
Date: 1 August 2024
Exhibits: "SSW1" – "SSW13"

CLAIM NO: KB-2024-002473

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

Claimants

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

WITNESS STATEMENT OF

STUART SHERBROOKE WORTLEY

I, Stuart Sherbrooke Wortley, of Eversheds Sutherland (International) LLP One Wood Street, London EC2V 7WS WILL SAY as follows:-

1. I am a Partner at Eversheds Sutherland (International) LLP with conduct of these proceedings on behalf of the Claimants.
2. I make this witness statement in support of the Claimants' application for an injunction. I have read the witness statements of Nick Barton for Birmingham Airport John Irving for Liverpool Airport and Graeme Gamble for Bristol Airport.
3. The facts recorded in this witness statement are within my own knowledge save where I state otherwise; each of the exhibits attached to this statement is a true copy of the document to which I refer.

SECTION 1 – AIRPORT PLANS AND PROPERTY INTERESTS

4. Plans 1, 2 and 3 attached to the Claim Form and the Particulars of Claim were prepared by my colleague Nawaaz Allybokus using an on-line platform called Orbital Witness.
5. Subject to the clarification which I provide below, the land within the red line boundary shown on Plan 1, 2 and 3 is (respectively) covered by the:-
 - 5.1. Birmingham Airport Byelaws 2011;
 - 5.2. Liverpool Airport Byelaws 2022; and
 - 5.3. Bristol Airport Byelaws 2012.
6. The position of the red line boundaries generally follows boundary features (including for example fences, gates and hedgerows) which demarcate the operational limits of each airport.
7. Plans 1A, 2A and 3A attached to the Particulars of Claim were also prepared by Mr Allybokus using Orbital Witness and include the same red line boundary shown on Plans 1, 2 and 3 respectively. Each of these plans shows the registered titles which are vested in each of the First Claimant (Plan 1A – Birmingham Airport), Second and Third Claimants (Plan 2A – Liverpool Airport) and Fourth, Fifth and Sixth Claimants (Plan 3A – Bristol Airport).
8. Plans 1B, 2B and 3B attached to the Particulars of Claim were also prepared by Mr Allybokus using Orbital Witness and includes the same red line boundary shown on

Plans 1, 2 and 3 respectively. Each of these plans shows the public highways and Third Party Areas (referred to below) within the red line boundary.

9. To summarise our approach before clarifying some points of detail:-
 - 9.1. Plans 1, 2 and 3 show the extent of the proposed injunctions (for Birmingham, Liverpool and Bristol Airports respectively);
 - 9.2. Plans 1A, 2A and 3A show the Claimants' registered titles to the land within the red line boundary; and
 - 9.3. Plans 1B, 2B and 3B show Third Party Areas (and in the case of Liverpool Airport only – public highways) within the red line boundary.

BIRMINGHAM AIRPORT

10. The Particulars of Claim include a Title Schedule recording the registered titles which are vested in the First Claimant and shown on Plan 1A. Copies of each of the registered titles and filed plans for Birmingham Airport are included in the exhibit marked "**SSW1**". It has been necessary to order filed plans for 7 of the registered as these are not available on line. This applies to the following titles:-

- 10.1. MM14145
- 10.2. MM72387
- 10.3. WK2163
- 10.4. WM442617
- 10.5. WM642629
- 10.6. WM203034
- 10.7. MM72387

11. The red line boundaries shown on Plans 1, 1A and 1B include the southern and northern landing lights (respectively coloured brown and orange on Plan 1B).

- 11.1. Both sets of landing lights are outside the scope of the Birmingham Airport Byelaws 2021. However, as they are essential to airport operations at nighttime and at times of poor visibility, the First Claimant wishes to include them within the scope of the injunction.

- 11.2. The southern landing lights are included within registered title WM442617 vested the First Claimant.

- 11.3. As far as the northern landing lights are concerned, I am informed by Melanie Cameron, Head of Property at Birmingham Airport that:-
- 11.3.1. some of these lights (and the structure which supports them) have been in place since 1967 and others since 2008;
 - 11.3.2. throughout this period, the lights (and the structure which supports them) have been maintained by the First Claimant (or its predecessors); and
 - 11.3.3. in practice, the First Claimant has exclusive control of the land on which these lights (and the structure which supports them) are located.
12. Although the land on which the northern landing lights are situated is registered in the name of a third party company, the First Claimant asserts that it is entitled to the immediate right of occupation or possession of those lights and the structure which supports them.
13. There are 2 other parcels of land within the red line boundary on Plan 1 in respect of which the First Claimant is not the registered proprietor.
- 13.1. on the south-western boundary is an unregistered strip of land (coloured bright green on Plan 1A but omitted from the key on that plan). I am informed by Ms Cameron that although this strip is unregistered land, the First Claimant occupies it and treats it as if it were theirs;
 - 13.2. on the eastern boundary is an Air Rail Link and an associated platform (edged red and coloured purple on Plan 1A) and an associated station (edged red but uncoloured on Plan 1A). I am informed by Ms Garrett that on 1 April 2009 (Ms Cameron of Birmingham Airport has corrected this date since the Particulars of Claim was finalised, which refers incorrectly to the date of the said agreement as 1 April 2013), Network Rail Infrastructure Limited (as landlord) and the First Claimant (as prospective tenant) entered into an agreement for lease in respect of this land for a term of 999 years in respect of the Air Rail Link and 199 years in respect of an associated platform. At the time of the agreement, the First Claimant was known as Birmingham International Airport Limited). I am informed by Ms Cameron that although the lease was not completed, the First Claimant occupies this area and treats it as if it were the tenant.
14. I am informed by Ms Cameron that the First Claimant has granted leases:-

14.1. of whole buildings coloured blue on Plan 1B; and

14.2. of parts of buildings coloured green on Plan 1B.

LIVERPOOL AIRPORT

15. The Particulars of Claim include a Title Schedule recording the registered titles which are vested in the Second and Third Claimants and shown on Plan 2A. Copies of each of these registered titles and filed plans for Liverpool Airport are included in the exhibit marked "**SSW2**". It has been necessary to order filed plans for 4 of the registered as these are not available on line. This applies to the following titles:-

15.1. MS575438

15.2. BH596568

15.3. MS307564

15.4. MS321998

16. The redline boundaries shown on Plans 2, 2A and 2B include the western and eastern landing lights (respectively coloured brown and orange on Plan 2B).

16.1. Both sets of landing lights are outside the scope of the Liverpool Airport Byelaws 2011. However, as I have stated above in relation to Birmingham Airport, they are essential to airport operations and the Second and Third Claimants wish to include them within the scope of the injunction.

16.2. The western landing lights are included within registered title MS575438 vested in the Third Claimant.

16.3. As far as the eastern landing lights are concerned:-

16.3.1. all except two of the lights are included within registered titles CH596568 and CH384543 and vested in the Second Claimant;

16.3.2. I am informed by John Irving that both of the other lights (and the structure which supports them):-

(a) fall outside the Second and Third Claimants' registered title;

(b) have been in place since the 1960s;

(c) throughout this period, have been maintained by the Second Claimant (or its predecessors); and

(d) in practice, are within the exclusive control of the Second Claimant.

17. I am informed by Mr Irving that the roads coloured pink on Plan 2B are public highways and are covered by the LJLA Byelaws 2011.

18. I am informed by Mr Irving that the Second Claimant has granted leases:-

15.4 of whole buildings coloured blue on Plan 2B; and

15.5 of parts of buildings coloured green on Plan 2B.

BRISTOL AIRPORT

19. The Particulars of Claim include a Title Schedule recording the registered titles which are vested in the Fourth, Fifth and Sixth Claimants and shown on Plan 3A. Copies of each of these registered titles and filed plans for Bristol Airport are included in the exhibit marked "**SSW3**". It has been necessary to order filed plans for 2 of the registered as these are not available on line. This applies to title numbers ST180919 and ST331855.

20. The red line boundaries shown on Plans 3, 3A and 3B include the western and eastern landing lights (respectively coloured brown and orange on Plan 3B).

20.1. Both sets of landing lights are outside the scope of the Bristol Airport Byelaws 2012. However, as I have stated above in relation to Birmingham Airport, they are essential to airport operations and the Fourth, Fifth and Sixth Claimants wish to include them within the scope of the injunction.

20.2. The eastern landing lights are included within registered title number ST180919 vested in the Fourth Claimant.

20.3. As far as the western landing lights are concerned, I am informed by Graeme Gamble that:-

20.3.1. these lights and the structure which supports them:-

(a) have been in place since 2004;

(b) throughout this period, the lights have been maintained by the Fourth Claimant (or its predecessors); and

(c) in practice, are within the exclusive control of the Fourth Claimant.

21. Although the land on which the western landing lights are situated is registered in the name of a third party individual, the Fourth Claimant asserts that it is entitled to the immediate right of occupation or possession of those lights and the structure which supports them.
22. I am informed by Mr Gamble that the Fourth Claimant has granted leases:-
 - 15.6 of whole buildings coloured blue on Plan 3B; and
 - 15.7 of parts of buildings coloured green on Plan 3B.

PUBLIC HIGHWAYS

23. There are no public highways at Birmingham Airport or Bristol Airport within the red line boundary on Plan 1B and 3B respectively. All of the roads shown within the red line boundary on these plans are private roads.
24. At Liverpool Airport there are public highways within the red line boundary on Plan 2B. These have been shown coloured pink on Plan 2B.

THIRD PARTY AREAS

25. I am informed by Ms Cameron of Birmingham Airport, John Irving of Liverpool Airport and Graeme Gamble of Bristol Airport that:-
 - 25.1. each airport comprises car parks, terminal buildings (with facilities for the processing of passenger and other freight traffic), retail areas, lounge / café / refreshment areas, border control facilities, security points, customs and excise facilities, runways and taxiways, fuel facilities and management / airline facilities;
 - 25.2. Birmingham Airport includes an Air Rail Link and platform and station (as noted above);
 - 25.3. some of those facilities (including for example retail areas in the main terminal building) are situated on land which is the subject of sub-leases or other occupational arrangements ("the Third Party Areas").
26. My colleague Mr Allybokus has shown the Third Party Areas on Plans 1B, 2B and 3B respectively using the following convention:-
 - 26.1. where open land or a complete building forms a Third Party Area the land / building is coloured blue;

- 26.2. where only part of a building forms a Third Party Area that building has been coloured green (and in the case of Liverpool Airport, Plans 3C – 3I attached to the Particulars of Claim are internal floor plans of such buildings prepared by my colleague Mr Allybokus to show the Third Party Areas).
27. The Claimants do not have an immediate right to legal possession of the Third Party Areas, but these areas can only be accessed from land which is in the legal possession of one of the Claimants, subject to the five exceptions at Birmingham Airport referred to next.
28. The exceptions at Birmingham Airport referred to above concern the areas coloured blue and numbered 1-5 on Plan 2B (each of which directly abuts the red line boundary of Birmingham Airport on one of its elevations). In each of those locations, the First Claimant does not immediately control the boundary of Birmingham Airport. Having said that, in the context of Birmingham Airport as a whole, these represent a very small proportion of the boundary and in most instances, they are not an obvious point of entry in any event for the reasons set out below:-
- 28.1. there is a fence on the boundary between Falcon Way and Building no 2 (a Travelodge hotel);
- 28.2. dense trees and bushes mark the boundary between Bickenhill Lane and:-
- 28.2.1. Buildings 3 and 4 (car parks which are leased to Europcar); and
- 28.2.2. Building 5 (vacant land which I am informed by Mr Barton is the subject of a compulsory purchase order which has been exercised by or on behalf of HS2).
29. There is no physical boundary between Terminal Road and Building no 1 (a warehouse which is leased to Tilestone Oxford Ltd).
30. I refer to paragraphs 18-20 of Mr Barton's witness statement (adopted by Mr Irving and Mr Gamble in their statements) in which he explains the Claimants' statutory functions and responsibilities.
31. The Claimants seek an injunction over all of the land edged red on Plans 1, 2 and 3 (including therefore the public highways at Liverpool Airport and the Third Party Areas at all 3 airports over which the Claimants do not have a right to legal possession). The Claimants seek an injunction over these areas in order to make injunctive relief for trespass effective in relation to their airports as a whole including the areas over

which they undoubtedly have rights of full possession and control, as well as supporting the byelaws and in support of their statutory obligations (as airport operators) for the safe and efficient operation of the airports. Additionally, protest on any of the Third Party Areas would or would threaten to constitute nuisance.

CONTACT WITH OCCUPIERS OF THIRD PARTY AREAS

32. The First, Second and Fourth Claimants have written to major tenants to inform them of these proceedings. Given the urgency with which these proceedings have been prepared and in the interests of proportionality the Claimants have written to the principal tenants as opposed to every single tenant.

33. The First Claimant has contacted 31 tenants:-

33.1. Airlines / Aircraft

Air India
Easyjet
Emirates
Jet2
KLM
Lufthansa
Qatar
PIA
Ryanair
Tui
Turkish

33.2. Groundhandling / Services

Dnata
Dnata Catering
Groundlink
Esso / Menzies - Fueling
Mitie
OCS
Skytanking
Storm Aviation
STS
Swissport
WFS - Fuelling
XLR

33.3. Immigration / Security

Border Force
CTU
WPM

33.4. Car Hire / Parking

Avis
Europcar
Hertz
NCP

Sixt

33.5. Hotels

Hilton Garden Inn
Ibis
Novotel

34. The Second Claimant has contacted 21 tenants.

34.1. Airlines / Aircraft

Easyjet
Jet2
Ravenair
Ryanair
XLR

34.2. Groundhandling / Services

ABM
DHL
Groundlink
Menzies
Swissport
Wynne Aviation

34.3. Immigration / Security

GSTS
Merseyside Police
UK Border Force
Wilson James

34.4. Car Hire

Avis
Enterprise
Europcar
Hertz

34.5. Retail / F&B

SSP
WDF

35. The Fourth Claimant has contacted 32 tenants.

35.1. Airlines / Aircraft

Centreline
Easyjet
Execjet
HMC
Jet2
Ryanair
Upandaway Aviation

35.2. Groundhandling / Services

ABG
DHL
National Grid
SSP
Swissport

35.3. **CarHire / Taxi + Chauffeur Services**

Arrowcars
BTC
Europcar
Hertz
Sixt
Thrifty

35.4. **Hotel / Retail / F&B**

Ability Group
Avolta
Boots
Cafe Nero
Dufry
EM
Global Exchange
Hilton
JD Sports
Monsoon
Soho Coffee
TRG
Tui
WH Smith

36. Copies of the emails which the First and Fourth Claimants sent to their tenants and an example of one of the emails which the Second Claimant sent to its tenants are attached to this statement marked "**SSW4**".

37. I am informed by Ms Cameron, Mr Irving and Mr Gamble that several tenants have sent messages of support for the action which the Claimants are taking and there have been no objections or expressions of concern.

SECTION 2 – JUST STOP OIL

38. Just Stop Oil ("JSO") was formed in or around February 2022.

39. One of JSO's founding members was Roger Hallam who had previously been a founding member of Extinction Rebellion in 2018 and Insulate Britain in 2021. Each of these organisations shares a common objective of reducing the rate of climate change and each of them has used acts of civil disobedience to draw attention to the climate crisis and the particular objectives of their organisation.

40. JSO's website refers to itself as:-

"a non-violent civil resistance group demanding the UK Government stop licensing all new oil, gas and coal projects."

41. JSO's website comprises 4 sections – "Get Involved"; "Donate"; "News & Press"; and "Law".
42. The "News & Press" section includes 4 sub-sections which cover the following:-
 - 42.1. press releases;
 - 42.2. news on recent court hearings concerning JSO activists;
 - 42.3. YouTube video clips; and
 - 42.4. blog messages.
43. The "Law" section also includes 4 sub-sections which cover the following:-
 - 43.1. a page which purports to set out a case for charging the following individuals with genocide:-
 - Rishi Sunak
 - Wael Sawan, CEO of Shell
 - Nigel Higgins, CEO of Barclays
 - John Neal, CEO of Lloyds of London
 - Frederick Barclay, owner Telegraph Newspapers
 - 43.2 a page dealing with imminent hearings involving JSO activists in the Magistrates and Crown Courts;
 - 43.3 a page dealing with support for individuals facing criminal charges (including for those who are currently in prison); and
 - 43.4 a page for sharing stories.
- 34 In 2022, the original home page of the JSO website (now removed) encouraged individuals to provide their name and contact details and to sign up to the following:-

"I formally pledge to take part in action which will lead to my arrest, at least once, in late March. In preparation for this action I will join my regional group to which I am allocated, and take part in a 1-day Nonviolence training.

I understand the importance of this action in the context of the unimaginable horror that will occur if the climate and ecological crisis is not dealt with.

Only a dramatic life event, such as a loss of a close loved one or illness, will prevent me from taking part in this action."

ROGER HALLAM – JSO FOUNDER

- 35 Over a 5 day period in September 2019, Mr Hallam and others flew toy drones in the airspace around Heathrow Airport in an attempt to shut down the airport. Mr Hallam and others were subsequently charged with (and convicted of) conspiracy to cause a public nuisance.
- 36 On 5 April 2024, Mr Hallam was sentenced to 2 years imprisonment (suspended for 18 months) for this offence. 2 other activists were also given suspended custodial sentences.
- 37 I will now summarise what more I have gleaned about this from internet and media sources. Copies of the material to which I refer below, are attached to this statement marked "**SSW5**".
- 38 Mr Hallam operates his own website (www.rogerhallam.com) which records (on the "About" page) that he has lost count of the number of times he has been arrested and that he has been to prison three times in the last three years. The same "About" page includes a manifesto which advocates a complete ban on flying:-

"...

Halving of the total national energy requirements within weeks: through banning of flying, fossil fuel car use, non-essential consumption, with all ongoing material production designed to last for the longest period possible (similar to a covid lockdown scenario but with local people being able to meet, socialise, and be politically active)."

- 39 On 25 July 2024, Mr Hallam was sentenced to 5 years imprisonment for his part in planning and organising the campaign pursuant to which JSO activists climbed gantries above the M25 motorway. 4 other JSO activists were imprisoned for 4 years.
- 40 On 28 July 2024 an article appeared on the BBC news website suggesting that even these sentences may not discourage all JSO activists.

JUST STOP OIL – MAJOR INCIDENTS SINCE 2022

- 41 Many of the incidents undertaken by JSO activists since March 2022 became national news stories and are well known. The major incidents include the following:-

13 March 2022	A number of JSO activists caused disruption at the BAFTA award ceremony at the Royal Albert Hall in London
21 March 2022	A JSO activist caused disruption at the Everton v Newcastle premiership football match at Goodison Park

March / April 2022	JSO activists began a campaign of blockading oil terminals and sabotaging petrol pumps – see paragraphs 25-31 below for further detail
30 June 2022	2 JSO activists glued themselves to the frame of a Vincent Van Gogh painting at the Courthald Institute of Art in London
3 July 2022	A number of JSO activists caused disruption at the British Grand Prix at Silverstone
4 July 2022	2 JSO activists glued themselves to the frame of a John Constable painting at the National Gallery in London
5 July 2022	A number of JSO activists glued themselves to the frame of a Leonardo da Vinci painting at the Royal Academy of Arts in London
26 August 2022	A number of JSO activists vandalized petrol pumps at filling stations near the M25 motorway
September / October 2022	JSO activists caused 32 days of disruption to various roads in central London
14 October 2022	2 activists threw tomato soup at a Vincent Van Gogh painting in the National Gallery
17 October 2022	2 JSO activists climbed the Queen Elizabeth II bridge (causing it to close to traffic for 42 hours)
20 October 2022	A number of JSO activists sprayed the outside of Harrods' windows with orange paint
31 October 2022	JSO activists sprayed orange paint on buildings used by the Home Office, MI5 and the Bank of England
7 November 2022	JSO activists forced multiple junctions on the M25 motorway to close
17 April 2023	2 JSO activists disrupted the world snooker championship in Sheffield
25 May 2023	JSO activists caused disruption at the Chelsea Flower Show
27 May 2023	A number of JSO activists disrupted the Rugby Premiership final between Saracens and Sale Sharks at Twickenham
28 June 2023	JSO activists caused disruption to the second test match in the Ashes series against Australia at Lord's
5 July 2023	2 JSO activists caused disruption at the All England Tennis Championship at Wimbledon
14 July 2023	2 JSO activists caused disruption to the first night of the Proms at the Royal Albert Hall
21 July 2023	4 JSO activists caused disruption at the Open Championship at Hoylake golf course
4 October 2023	5 JSO activists caused disruption during that evening's performance of Les Miserables at the Sondheim Theatre

30 October 2023	Around 60 JSO activists were arrested after holding a demonstration at Parliament Square in Westminster
8 November 2023	Around 40 JSO activists were arrested for disrupting traffic on Waterloo Bridge in London
6 March 2024	2 JSO activists glued themselves to the entrance to the Royal Courts of Justice
10 May 2024	2 JSO activists caused damage to the glass case in which the Magna Carta is stored in the British Library
7 June 2024	2 JSO activists caused disruption at the Duke of Westminster's wedding at Chester Cathedral
19 June 2024	2 JSO activists were arrested (and subsequently released on bail) after they sprayed Stonehenge with orange paint

45. In June and July 2024, JSO has started to target airports in England. I refer to those incidents in greater detail below.

JUST STOP OIL – OIL TERMINAL INJUNCTIONS 2022

46. Early in 2022, JSO, Extinction Rebellion and Youth Climate Swarm announced a campaign to target oil and gas infrastructure in England.

47. Shortly after this announcement substantial direct action that occurred in March-April 2022. By way of example only:-

47.1 the Kingsbury Terminal in Staffordshire (operated by, amongst others, Valero Energy Limited) was the subject of particularly aggressive direct action by anti-fossil fuel protestors which prompted Valero Energy Limited (and 2 of its group companies) to seek an injunction to restrain acts of trespass and nuisance on their oil refinery and oil terminals;

47.2 four of Esso's oil terminals were targeted including West London, Hythe, Purfleet and Birmingham; and

47.3 the Buncefield oil terminal was the subject of direct action.

48. The evidence relied upon by the Claimants in the Valero case included a Witness Statement from Benjamin Smith (Assistant Chief Constable for Warwickshire Police) dated 10 April 2022. A copy of Assistant Chief Constable Benjamin Smith's witness statement is now produced and shown to me marked "**SSW6**".

49. Mr Smith’s Witness Statement refers to serious incidents involving obstruction of access to and from the Kingsbury Terminal (using a variety of tactics including individuals climbing on to the top of oil tankers, gluing themselves to road surfaces and using “lock-on” devices). He also refers to more than 500 arrests having been made between 31 March and 10 April 2022:-

Date	Arrests
31 March – 1 April	42
2 April – 3 April	68
5 April	88
7 April	127
9 – 10 April	180

50. Mr Smith’s Witness Statement includes the following text below a heading **“Police Operation”**:-

“The scale and duration of the policing operation has been one of the most significant that I have experienced in my career. Large numbers of officers, drawn from right across the force, have been deployed to Kingsbury day and night since the 1st April. This has meant that we have had to scale down some non-emergency policing services, including those that serve North Warwickshire. Although core policing services have been effectively maintained across the County during this period, the protests have undoubtedly impacted on the quality and level of the policing service that we are able to deliver. Officers who may have ordinarily been policing the communities of North Warwickshire have had to be redeployed to support the policing operation linked to Kingsbury. It has also meant that we have had to bring in additional officers from other regional forces, in addition to more specialist teams such as working at heights teams and protest removal teams. All of these will come at significant additional cost to the force and ultimately the public of Warwickshire.”

51. Mr Smith’s Witness Statement includes the following text below a heading **“Community Impact”**:-

“The impact on the local community has been substantial. There have been almost daily road closures of the roads around the oil terminal which has created disruption and inconvenience. The M42 has also been disrupted on occasions as a result of the protest activity. There has been a significant policing presence since the 1st April which I am sure has created a level of fear and anxiety for the local community.

The policing operation has also extended into unsociable hours with regular essential use of the police helicopter overnight disrupting sleep. The reckless actions of the protestor has also created increased risk of potential fire or explosion at the site which would likely have catastrophic implications for the local community including the risk of widespread pollution of both the

ground, waterways and air. Finally, the actions of the protestors has impacted the supply of fuel to petrol forecourts in the region, leading to some shortages, impacting upon not only local residents but the broader West Midlands region."

52. Although Valero was the first major oil company to seek an injunction (as Kingsbury Terminal was the first to be targeted by JSO), most of the other major oil companies followed their example as shown in the following table:-

Valero Energy Ltd Valero Logistics UK Ltd Valero Pembrokeshire Oil Terminal Ltd	QB-2022-000904
Esso Petroleum Company Ltd ExxonMobil Chemical Ltd	QB-2022-001098
Essar Oil (UK) Ltd Stanlow Terminals Ltd Infranorth Ltd	PT-2022-000326
Navigator Terminals Thames BV Ltd Navigator Terminals Seal Sands Ltd Navigator Terminals North Tees Ltd Navigator Terminals Windmill Ltd	QB-2022-01139
Exolum Pipeline Systems Ltd	QB-2022-001142
Shell International Petroleum Company Ltd	QB-2022-001259
Shell U.K. Ltd	QB-2022-001241
Shell U.K. Oil Products Ltd	QB-2022-001420

54. Eversheds Sutherland represented Claimants in four of these actions. The general consensus has been that the injunctions have proved to be an effective deterrent against unlawful acts of trespass and nuisance. This appears to have been confirmed by JSO itself.
55. Copies of the material I am about to refer to (JSO tweets and the (unsealed) National Highways Ltd injunction dated 26 July 2024 (omitting the Annexures and the Schedule)) are attached to this statement marked **"SSW7"**.
56. On 9 June 2023 (in response to a comment from a member of the public on Twitter now formally known as "X" suggesting that protests ought to be carried out at oil refineries) JSO tweeted:-

"Do you know what happens if you protest outside oil refineries now ? Oil companies have brought injunctions to ban people from taking action at refineries, distribution hubs, even petrol stations. Punishments for breaking injunctions range from unlimited fines to imprisonments"

57. On 13 September 2023, JSO tweeted:-

"Disruption is frustrating, but we have no other choice. Fossil fuel companies have taken out private injunctions that make protests impossible at oil refineries, oil depots and even petrol stations.

🧠 Our government issued 100 new oil and gas licences, confirming their disregard of human life. This is a last ditch attempt to stop our corrupt government taking more lives.

🚫 They know new oil and gas is genocide – take action now at <http://juststopoil.org>"

58. The post on X featured a video in which JSO protestors were seen protesting along a highway.
59. Most of the injunctions referred to in the table above have been extended and remain in force (typically for 5 years but on terms which provide for an annual review by the High Court) and they continue to be an effective deterrent. I am not aware of any applications to commit individuals for breach of them.
60. North Warwickshire Borough Council also obtained an injunction to restrain protestors from obstructing highways in the vicinity of Kingsbury Terminal (QB-2022-001236). This injunction also remains in place, although a trial was heard in June 2024 with judgment reserved.
61. Thurrock Council and Essex County Council obtained an injunction to restrain protestors from obstructing roads in the vicinity of Navigator Terminals in West Thurrock, the Esso Fuel Terminal in Purfleet and the Exolum Fuel Terminal at Grays (QB-2022-001317). Again this injunction remains in place with a trial listed on 9 October 2024.
62. In November 2022, National Highways Ltd sought an injunction to restrain trespass on gantries and other structures over, under or adjacent to the M25 motorway (QB-2022-00433). Although this injunction has lapsed, I understand from a contact at National Highways Ltd that the conduct which was restrained by that particular injunction is covered by a wider injunction (extending to the M25, M25 feeder roads and Kent roads) which National Highways Ltd obtained in separate proceedings (QB-2021-003737) in 2021 (as a response to protests conducted by Insulate Britain).
63. Although I have only been able to trace an un-sealed copy of the order, I understand that by order dated 26 July 2024, the injunction was extended by Mrs Justice May to include sections of:-
 - 63.1. the M11 close to Stansted Airport; and

63.2. the M1 close to Luton Airport.

SECTION 3 – JSO THREATS TO DISRUPT BRITISH AIRPORTS SUMMER 2024

64. The on-line edition of The Daily Mail for 9 March 2024 included a story about an undercover journalist who had successfully infiltrated a JSO meeting in Birmingham earlier that week. Apparently the meeting had been attended by over 100 activists. The following text is an extract from that news story:-

"At the meeting, which was attended by an undercover reporter, JSO co-founder Indigo Rumbelow was greeted by cheers as she told the audience:

'We are going to continue to resist. We're going to ratchet it up.

'We're going to take our non-violent, peaceful demonstrations to the centre of the carbon economy. We're going to be gathering at airports across the UK.'

Ms Rumbelow, the 29-year-old daughter of a property developer, has previously been arrested for conspiracy to cause public nuisance during the King's Coronation and made headlines last year when Sky News host Mark Austin had to beg her to 'please stop shouting' during an interview.

Outlining a blueprint for causing travel chaos, she advocated:

- *Cutting through fences and gluing themselves to runway tarmac;*
- *Cycling in circles on runways;*
- *Climbing on to planes to prevent them from taking off;*
- *Staging sit-ins at terminals 'day after day' to stop passengers getting inside airports.*

Miss Rumbelow told the crowd:

'We're going to be saying to the Government: 'If you're not going to stop the oil, we're going to be doing it for you.'

She cited similar protests to use as inspiration for their action, including Hong Kong students 'gathering in sit-ins in the entrances to airports, closing and disrupting them, day after day' during their protests against Chinese rule in 2019."

65. The same story was subsequently covered by The Express, The London Evening Standard and The Mirror.

Express	21.04.24
---------	----------

Evening Standard	21.04.24
Mirror	03.05.24

66. The Evening Standard article in the table above refers to another meeting (also attended by an undercover journalist) and which included the following text:-

"...

Just Stop Oil's Phoebe Plummer reportedly warned of 'disruption on a scale that has never been seen before' at a meeting attended by an undercover journalist. The group has been critical of the airline industry over its carbon footprint.

44. *She said: 'The most exciting part of this plan is that [it's] going to be part of an international effort. Flights operate on such a tight schedule to control air traffic that with action being caused in cities all around the world we're talking about radical, unignorable disruption.'*

45. *She added: 'It's time to wake up and get real – no summer holiday is more important than food security, housing and the lives of your loved ones. Flying is also a symbol of the gross wealth inequality that's plaguing our society and if we want to create change we need to adopt a more radical demand.'*

46. *Just Stop Oil is planning an alliance with Europe-based A22 Network to cause disruption at major international airports."*

67. The JSO website currently refers to this particular campaign in the following terms:-

"This summer, Just Stop Oil will be taking action at airports.

As the grass becomes scorched, hosepipe bans kick in and the heat of the climate crisis enters peoples' minds, our resistance will put the spotlight on the heaviest users of fossil fuels and call everyone into action with us.

We'll work in teams of between 10-14 people willing to risk arrest from all over the UK. We need to be a minimum of 200 people to make this happen, but we'll be prepared to scale in size as our numbers increase. Exact dates and more details are coming.

Our plan can send shockwaves around the world and finish oil and gas. But we need each other to make it happen. Are you ready to join the team?"

68. JSO has also organised a fundraising page on the website which says the following:

"Cat's out the bag. Just Stop Oil will take action at airports

The secret is out – and our new actions are going to be big.

We're going so big that we can't even tell you the full plan, but know this – Just Stop Oil will be taking our most radical action yet this

summer. We'll be taking action at sites of key importance to the fossil fuel industry; **super-polluting airports**.

..."

69. On 6 June 2024, JSO sent an email to subscribers in the following terms:-

"This is **the most exciting email I've ever sent**.

As many of you already know, this summer **Just Stop Oil is taking action at airports**.

That's exciting right? Well, there's more.

We won't be taking action alone.

Resistance groups across several countries in Europe have agreed to work together. That means **this summer's actions will be internationally coordinated**.

PICTURE OF AIRPORT ACTIONS SYMBOLISING INTERNATIONAL COMMUNITY

(<https://us02web.zoom.us/meeting/register/tZIoduqpqTMtE9dgM MhlaymvEZqO45jqJ19A>)

People across Europe will be taking the fight to airports, the heart of the fossil economy.

This summer's actions across multiple countries **will go down in history**.

Want to meet the people making this happen?

Every Thursday for the next four weeks starting on the 13th of JUNE, 6.30pm

You don't want to miss this.

See you there,
Just Stop Oil"

70. Copies of the media articles, the JSO website page, the fund-raising page and the email message to JSO subscribers are attached to this statement marked "**SSW8**".

SECTION 4 – ACTUAL DISRUPTION AT BRITISH AIRPORTS SUMMER 2024

71. On Sunday 2 June 2024, several members of Extinction Rebellion conducted a protest at Farnborough Airport in Surrey.

72. According to the coverage on an on-line publication known as "The Canary":-

72.1. the 3 main gates were blocked; and

72.2. the Extinction Rebellion pink boat was parked across the Gulfstream Gate.

73. On 20 June 2024 two JSO activists (Jennifer Kowalski and Cole Macdonald) sprayed 2 aircraft with orange paint at Stansted Airport after cutting through the perimeter fence at around 5.00 am.

74. A 25 second video of the incident was subsequently uploaded to X (formerly Twitter):-

Just Stop Oil on X: " [🔗 JUST STOP OIL PAINT PRIVATE JETS HOURS AFTER TAYLOR SWIFT'S LANDS](https://t.co/UwALfVtRmR) 🗣️ Jennifer and Cole cut the fence into the private airfield at Stansted where @taylorswift13's jet is parked, demanding an emergency treaty to end fossil fuels by 2030. [👉 Donate](https://t.co/aORdvUuQmU) — <https://t.co/UwALfVtRmR> <https://t.co/aORdvUuQmU> / X 40.

75. I am informed by David McBride (Head of Legal for Stansted Airport) that as a result of this incident it was necessary to suspend operations on the runway for around 50 minutes.

76. Ms Kowalski and Macdonald have been charged with aggravated trespass. They were originally remanded in custody but were released on bail on 4 July and they are due to appear at Chelmsford Crown Court again on 15 August 2024.

77. Since the incident at Stansted Airport on 20 June 2024, the Metropolitan Police have made several arrests:-

77.1. paragraph 41 of the witness statement of Neil Harvey (Head of Stable Operations at Gatwick Airport) dated 17 July 2024 in support of an equivalent injunction at Gatwick Airport provides as follows:-

"On 25 June 2024, four Just Stop Oil protesters were arrested at London Gatwick Airport railway station as they arrived. The individuals were found with suitcases containing a large number of bandages. The working assumption from the police is that they either intended to block toilets causing flooding damage or once airside to throw bandages into aircraft engines or somehow disrupt the runway itself."

77.2. on 27 June 2024, a news story in the Daily Mail refers to six JSO activists having been arrested at a JSO event (described as a "soup night") pursuant to powers in the Public Order Act 2023;

77.3. on 29 June 2024, JSO sent an email to subscribers in the following terms:-

"Since Tuesday, 31 supporters of Just Stop Oil have now been arrested for possessing the strong convictions that governments and corporations do not have the right to prioritise oil profits over the safety and wellbeing of our

loved-ones, communities and the many millions already suffering the effects of runaway climate breakdown.

In a sane society, it would be those who are setting the stage for an end to ordered society that would be having their doors barged down and dragged into the back of a police van to be interrogated about the catastrophic criminal damages they are imposing on every living thing and on every future generation. Instead, it is ordinary people- mothers, grandparents and young people who are having their futures stolen from them, that the police come for.

The incoherent pattern of arrests we have seen over the last 24 hours suggests a rattled system. *They know that as climate breakdown intensifies, civil unrest will increase and one day there will not be enough police to cope with the millions stepping into action, as the full betrayal of the political establishment becomes clearer.*

We will not be intimidated by the death throes of a broken system. *Nothing the state can throw at us is worse than the realities that will be imposed on all of us if the breakdown of our climate carries on unabated. We WILL be stepping into action in the summer because when the lives of your family are at risk, there is no other choice than to protect them..."*

- 77.4. On Thursday 24 July 2024, media reports confirm that ten JSO activists were arrested at Heathrow Airport as part of an intelligence-led operation. Some of them were found to be carrying cutting gear and glue. They have all been remanded in custody. In online editions of the Guardian, the Evening Standard and the BBC, Chief Superintendent Ian Howells is quoted as saying:-

"This planned action was extremely reckless and would have represented a real risk to the travelling public.

"Had it not been for these arrests, flights would have been suspended, impacting thousands of passengers and businesses including hard working families going on their summer holidays."

- 77.5. On Monday 29 July, as reported by the Evening Standard, eight JSO activists were arrested at Gatwick Airport on suspicion of interfering with public infrastructure.

- 77.6. On Tuesday 30 July, as reported by the Daily Mail and the Evening Standard two JSO activists were arrested at Heathrow Airport after spraying orange paint around the entrance hall to Terminal 5 and on the destination boards in the departure lounge.

78. On Saturday 27 July a protest which was due to be held at London City Airport was relocated to the Department for Transport on Horseferry Lane. It is reasonable to infer that this was because of the injunction granted by Mr Justice Julian Knowles on 20 June 2024 referred to below.
79. On Wednesday 31 July a protest by JSO and an environmental campaign group called "Fossil Free London" was held at the Docklands Light Railway station at City Airport. JSO and Fossil Free London both uploaded photographs of the protest with the following message:-

"We've been served with an injunction which means even walking out of the wrong exit of this station could get us arrested."

80. Copies of media articles relating to these incidents, a copy of the JSO email to subscribers and the image uploaded by JSO and Fossil Free London on 31 July are attached to this statement marked "**SSW9**".

SECTION 5 – INTERNATIONAL AIRPORT PROTESTS

81. On Saturday 18 May 2024, several members of a German environmental group (whose name translates as "Last Generation") conducted a protest at Munich Airport.
82. According to the coverage on Sky News, during the protest:-
 - 82.1. 6 individuals glued themselves to the runway;
 - 82.2. 8 individuals were arrested;
 - 82.3. around 60 flights were cancelled; and
 - 82.4. 11 flights were diverted to other airports.
83. On Thursday 24 July 2024, as reported by the BBC and the Independent, Last Generation conducted a protest at Cologne-Bonn Airport.
84. On or about 24 July 2024, Just Stop Oil issued a press release which referred to a coordinated campaign involving disruption at airports in Oslo Gardermoen Airport, Helsinki Vantaa Airport, Zurich Airport and Geneva Airport (and an unsuccessful attempt to disrupt Barcelona Airport). All of this activity occurred on the same day as ten individuals were arrested in connection with an unsuccessful attempt to disrupt Heathrow Airport).
85. Copies of media articles relating to these incidents and a copy of the JSO press release are attached to this statement marked "**SSW10**".

SECTION 6 – OTHER AIRPORT INJUNCTIONS

86. Having regard to the JSO threats of disruption, my firm acted for London City Airport and obtained a without notice injunction on 20 June 2024 (the same day as the incident at Stansted Airport).

87. Subsequently, my firm acted for:-

87.1. Manchester, Stansted and East Midlands Airports and obtained a without notice injunction on 5 July 2024; and

87.2. Leeds Bradford, Luton and Newcastle Airports and obtained a without notice injunction on 18 July 2024.

88. On 10 and 19 July 2024 respectively, Heathrow and Gatwick Airports obtained without notice injunctions.

89. I have included the action numbers in the following table.

Airport	Action Number	Judge / Date of Order
London City Airport	KB-2024-001765	Mr Justice Julian Knowles 20 June 2024
Manchester Airport Stansted Airport East Midlands Airport	KB-2024-002132	HHJ Rosalind Coe 5 July 2024
Heathrow Airport	KB-2024-002210	Mr Justice Julian Knowles 10 July 2024
Leeds Bradford Airport Luton Airport Newcastle Airport	KB-2024-002317	Mr Justice Ritchie 18 July 2024
Gatwick Airport	KB-2024-002336	Mr Justice Ritchie 19 July 2024

90. Copies of these injunctions and notes of the hearings (with the exception of the Gatwick hearing as this has not been uploaded) are attached to this statement marked **"SSW11"**.

SECTION 7 - FORMALITIES

PERSONS UNKNOWN

91. I am informed by Nick Barton of Birmingham Airport, John Irving of Liverpool Airport and Graeme Gamble of Bristol Airport that the Claimants do not know the names of any individual activists who intend to disrupt operations at any of the Airports and that it is impossible to name or identify them.
92. In order for any restraining injunction to be effective, it would need to be granted against the class of Persons Unknown referred to in these proceedings.
93. The Claimants have decided not to join in Jenifer Kowalski and Cole Macdonald (the individuals responsible for the incident at Stansted Airport) nor any of the other protestors who have been arrested since June 2024 as named Defendants to these proceedings. In my respectful opinion, given that each of those individuals is either subject to bail conditions or remains in custody none of them poses a significant risk of trespassing at airports in England and Wales again in the foreseeable future.

WITHOUT NOTICE

94. The Claimants have decided to make this application for an interim injunction without beforehand notifying Persons Unknown (by the methods proposed in the section below). It is appreciated that this is an exceptional step but the Claimants believe there are compelling reasons for doing so:-
 - 94.1. the Claimants are concerned that if Persons Unknown are notified in the usual way, one or more of the Airports will be deliberately targeted and direct action will take place before an injunction is place. This would defeat the very purpose of the injunction; and
 - 94.2. the potential for direct action is of serious concern to the Claimants for the reasons set out in the Witness Statements of Nick Barton, John Irving and Graeme Gamble. In particular, the Airports are worried about the security, health and safety risks posed by direct action that may take place on runways and airplanes, the risk of disruption to its customers and cargo transportation and the risk of financial loss. If notice of this claim and application were to accelerate the carrying out of direct action at the airport, it would give rise to the exact risks the Airports were intending to prevent.

FULL AND FRANK DISCLOSURE

95. As this is a without notice injunction, I am aware that the Claimants have to give full and frank disclosure and I confirm that the Claimants have given full and frank disclosure of all facts, matters and arguments which, after reasonable research, they are aware or could with reasonable diligence ascertain and which might affect the decision of the Court whether to grant the order or the terms of the order it is prepared to make.
96. It might be said that the conduct the Claimants are concerned about and which they seek to prohibit by the injunction sought is a criminal offence under the byelaws for each of the Airports, set out in the witness statements of Nick Barton, John Irving and Graeme Gamble, and section 64 of the Airports Act 1986 and/or could be prosecuted under the Public Order Act 2023.
97. Despite that being the case, the Claimants seek an interim injunction for the following reasons:
- 97.1. It appears, from other cases, that interim injunctions have proved to be a more effective deterrent against direct action than the possibility of protestors being charged with criminal offences:-
- 97.1.1. as set out above at paragraphs 48-51, police arrested over 500 people in connection with the protests at the Kingsbury Terminal between 31 March 2022 and 10 April 2022. The dates on which those arrests occurred, as shown in paragraph 28 above, indicates that protestors were not deterred by arrests having happened on earlier dates; in fact, the table suggests that instead as time went on the protests started to increase in size;
- 97.1.2. I am aware from the summary judgment decision of Ritchie J in *Valero Energy Ltd v Persons Unknown [2024] EWHC 134 (KB)* that:-
- 97.1.2.1. the first injunction was granted to Valero in late March 2022, restricting access to 8 sites including the Kingsbury site;
- 97.1.2.2. despite that between 1 April and 7 April 2022 and 9 and 15 April 2022, protestors attended the Kingsbury Terminal;
- 97.1.2.3. the protestors also targeted other owners' sites;

97.1.2.4. on 11 April 2022, the interim injunction was replaced by an order of Bennathan J;

97.1.2.5. the evidence in support of the final injunction included evidence that the interim injunctions in combination with those obtained by Warwickshire Borough Council had significantly reduced protest at the Kingsbury site (see [39]) and that, since June 2023, JSO had carried out their protests on different sites (see [40]), although I do note there were 9 dates on which protests had occurred at sites covered by the injunction in April 2022, May 2022, August and September 2022 (see [29]);

97.1.3. the significant reduction in protest activity at a site following an interim injunction being obtained appears to have also occurred in other cases. For example, as was set out in Hill J's decision in *Shell UK Ltd v Persons Unknown [2023] EWHC 1229 (KB)* at [31], there was evidence that the injunction of Bennathan J in respect of Shell Centre Tower, had had a strong deterrent effect as there were no incidences of unlawful activity following it. However, corporate buildings had been the target of unlawful activity since the injunction was made. That is also supported by JSO's own comments on X on 13 September 2023;

97.1.4. from the cases where interim injunctions have been granted and then later reviewed, there seems to be a pattern of behaviour where the interim injunctions against protestors result in protests ceasing entirely or reducing significantly at the location subject to the injunction and the protestors moving to other sites; and

97.1.5. any offence committed under section 63 of the Airports Act 1986 by a breach of the byelaws would be punishable only by a fine with the maximum fine being £2,500 by virtue of section 64(2) of the Airports Act 1986 and section 122(1) of the Sentencing Act 2020.

98. A further illustration of the effectiveness of civil injunctions can be demonstrated by the fact that after the London City Airport obtained an injunction, JSO relocated a protest which it planned to organise at London City Airport on Saturday 27 July to f

Horseferry Road outside the Department for Transport. Messages relating to this protest are attached to this witness statement at "**SSW12**".

99. In addition, any enforcement of the byelaws by way of criminal proceedings (1) could occur only after the protests had occurred; and (2) would likely take some time to come to a final decision; and (3) would be punishable only by a fine with the maximum fine being £2,500 by virtue of section 64(2) of the Airports Act 1986 and section 122(1) of the Sentencing Act 2020. For the reasons set out in the witness statements of Vincent Hodder, Alberto Martin and Nicholas Jones, any protests at the airports have the potential to produce significant adverse consequences, security risks and could be dangerous. Delayed prosecutions after the protests have occurred will not prevent the harm, that the Claimants are concerned about, from occurring.
100. The same is true for the offence under section 68 of the Criminal Justice and Public Order Act 1994 and any Public Order Act 2023 offences, although the offences under s68 of the 1994 Act and of locking on under section 1 under the 2023 Act carries the potential of a custodial sentence for up to six months or a fine and the offence of interfering with national infrastructure under s7 of the 2023 Act carries a maximum of a 12 month sentence (if tried in the Crown Court).
101. In addition, an article dated 6 October 2023, which was published originally on the Daily Mail online, stated that JSO protestors compete to see who can get arrested on the most occasions "in a bid to win prizes". A copy of the story is attached to this statement marked "**SSW13**".

SERVICE AND NOTICE OF THE PROCEEDINGS

102. The Claimants propose to take the following steps to serve the Claim Form, application notice and any order made by the Court:-

102.1. uploading copies of all the court documents to a page onto pages at the following websites:-

102.1.1. Birmingham Airport

<https://www.birminghamairport.co.uk/injunction>

102.1.2. Liverpool Airport

<https://www.liverpoolairport.com/injunction>

102.1.3. Bristol Airport

<https://www.bristolairport.co.uk/injunction>

102.2. affixing large warning notices in each of the locations shown with an "X" on Plan 1, 2 and 3 referring to:-

102.2.1. the proceedings;

102.2.2. the fact that an injunction is now in place covering the relevant airport;

102.2.3. the fact that the court documents:-

46.1. may be viewed on the relevant website (and providing the relevant URL);and

46.2. the fact that copies of the court documents may be obtained from the Claimants' solicitors and providing the relevant contact details;

102.3. sending an email message to info@juststopoil.org (the email address on the JSO website for general enquiries), juststopoil@protonmail.com, juststopoilpress@protonmail.com and enquiries@extinctionrebellion.co.uk providing the same information as that contained in the warning notice; and

102.4. affixing a copy of the sealed Order in each of the locations shown with an "X" on Plans 1 - 3.

103. Draft warning notices for each of the Airports for the Court's approval will be available at the hearing of the Claimants' application.

104. The orders at "**SSW11**" demonstrate that the same (or substantially the same) steps were required to effect service / give notice of the proceedings / Orders for each of the other airports which have secured injunctions.

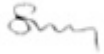
105. By taking these steps, the Claimants believe the proceedings, the application notice and the Order will come to the attention of Persons Unknown. I refer above to the claims on which Eversheds Sutherland has previously worked involving JSO. On each of these occasions, the same or substantially the same steps as those referred to above were adopted. Individuals attended some of those hearings which I respectfully suggest demonstrates that those steps are an effective method of giving notice. I believe that the inboxes for the JSO email addresses are actively reviewed.

Statement of truth

I believe that the facts stated in this Witness Statement and Exhibits 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.

I am duly authorised to make this statement on the Claimants' behalf.



Stuart Sherbrooke Wortley

1 August 2024

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

Claimants

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

SSW1

This is the exhibit marked "SSW1" referred to in the witness statement of Stuart Sherbrooke Wortley.



**Official copy
of register of
title**

Title number WK106592

Edition date 25.03.2024

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:11.
- 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 26 Jul 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (23.12.1947) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the west side of Bickenhill Lane, Bickenhill.
- 2 The annuities charged under the Title Act 1936 in respect of the land in this title in the parish of Bickenhill affected thereby have been redeemed and the said land is free from liability for contributions towards the cost of Chancel repairs in the parish of Bickenhill.
- 3 The land has the benefit of the rights granted by a Transfer of the land in this title dated 15 January 1969 made between (1) Henny Gestetner and (2) Brian Maurice Cheshire and Barrie John Cheshire.

NOTE: Original filed.
- 4 (25.03.2024) 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 (13.03.1991) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.
- 2 A Transfer of the land in this title dated 7 January 1991 made between (1) National Car Parks Limited (Transferor) and (2) Birmingham International Airport PLC (Transferee) contains Purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (06.01.2012) The proprietor's address for service has been changed.

Schedule of personal covenants

Title number WK106592

- 1 The following are details of the personal covenants contained in the Transfer dated 7 January 1991 referred to in the Proprietorship Register:-

The Transferee on behalf of itself and its successors in title hereby covenants with the Transferor:-

a) To perform and observe all the covenants agreements provisos stipulations and conditions contained or referred to in the property and charges registers of the above title numbers and to indemnify the Transferor and its estate and effects against all actions charges costs claims demands and other liabilities arising out of any non-observance or non-performance of the covenants agreements provisions stipulations and conditions as aforesaid.

b) Not to sell Lease or otherwise dispose of the property hereby transferred or any part thereof without imposing in the contract for the sale Lease or other disposal (or the transfer Lease or other disposal document in the absence of a Contract) on the then Transferee Lessee or Dispose an obligation to observe and perform the covenants restrictions and stipulations herein contained.

C: Charges Register

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

- 1 (27.06.1995) Lease dated 31 March 1995 to Birmingham City Council and Solihull Metropolitan Borough Council for 999 years from 31 March 1995.

NOTE 1: The lease comprises also other land

NOTE 2: Lessee's title registered under WM614956.

- 2 (25.03.2024) The land tinted blue on the title plan is subject to any legal easements created by the High Speed Rail (London - West Midlands) General Vesting Declaration No. 923 dated 16 February 2022.

NOTE: Copy filed under MM65462.

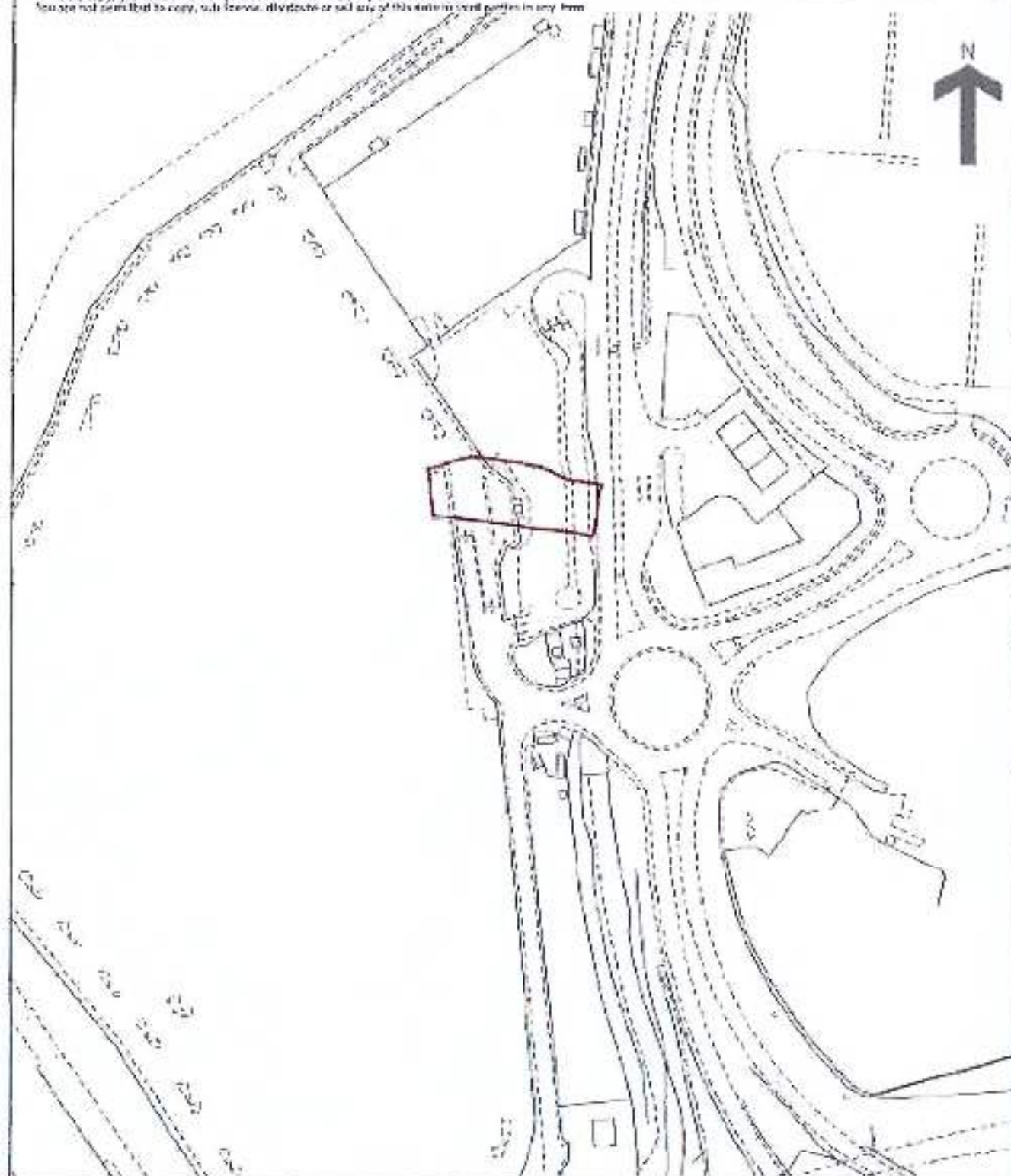
End of register

HM Land Registry
Official copy of
title plan

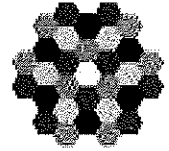
Title number **WK106592**
Ordnance Survey map reference **SP1883SW**
Scale **1:2500**
Administrative area **West Midlands :**
Solihull



© Crown copyright and database right 2021 Ordnance Survey 10000851061
You are not permitted to copy, distribute, disseminate or sell any of this material or part thereof in any form



This official copy is incomplete without the preceding notes page.



Official copy of register of title

Title number MM14145

Edition date 04.02.2019

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:11.
- 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 26 Jul 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : SOLIHULL

1 (10.01.2013) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the south of A45, Solihull.

2 (08.01.2014) The land has the benefit of the rights granted by a Deed dated 20 November 2013 made between (1) Peter Charles Steele Hayfield and Jean Margaret Hayfield and (2) Birmingham Airport Limited.

NOTE: Copy filed.

3 (22.01.2014) The land has the benefit of the rights granted by a Deed dated 21 November 2013 made between (1) Stephen Edward Thompson and Linda Marie Thompson and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM668387.

4 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 10 December 2013 made between (1) Joyce Jones and Annette Davis and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM511057.

5 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 20 December 2013 made between (1) Edyth Tydfil Freke and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM197555.

6 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 19 December 2013 made between (1) Anthony John Keeler and (2) Birmingham Airport Limited.

NOTE: Copy filed.

7 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Kenneth George Dawson and Angela Cameron Dawson and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM317555.

8 (18.02.2014) The land has the benefit of the rights granted by a Deed

A: Property Register continued

dated 4 February 2014 made between (1) Charles Noel Mclean and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM462347.

- 9 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 7 February 2014 made between (1) Leo Martin McGroarty and Cecilia McGroarty and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM11129.

- 10 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Alan Bradbury and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM770193.

- 11 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 11 February 2014 made between (1) Jeffrey Woodcock and Pauline Winifred Woodcock and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM263721.

- 12 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 13 February 2014 made between (1) Alma Geraldine Foster and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM276911.

- 13 (26.02.2014) The land has the benefit of the rights granted by a Deed dated 21 February 2014 made between (1) Heath Cotterill and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM242095.

- 14 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments and (2) Birmingham Airport Limited.

NOTE: Copy filed under WK46604.

- 15 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE: Copy filed under WK12475.

- 16 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM22864.

- 17 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM328749.

- 18 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM133176.

- 19 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM66988.

- 20 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

A: Property Register continued

NOTE: Copy filed under WM72212.

- 21 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM573595.

- 22 (13.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM712271.

- 23 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM104411.

- 24 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM694363.

- 25 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM60843.

- 26 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM437357.

- 27 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM316692.

- 28 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM261339.

- 29 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM259548.

- 30 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 13 March 2014 made between (1) William Kenneth Frost and Marjorie Irene Frost and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM497466.

- 31 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM194767.

- 32 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM289934.

- 33 (28.03.2014) The land has the benefit of the rights granted by a Deed

A: Property Register continued

dated 21 March 2014 made between (1) John Isham and (2) Birmingham Airport Limited.

NOTE:--Copy filed under WM102572.

- 34 (02.04.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) Stanley Taylor and Joyce Meriel Taylor and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM59630.

- 35 (17.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Singh Sanghera and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM222850.

- 36 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Sing Sanghera and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM86638.

- 37 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 15 April 2014 made between (1) Graham Frederick Simmons and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM895183.

- 38 (20.05.2014) The land has the benefit of the rights granted by a Deed dated 13 May 2014 made between (1) Rugbir Singh Jutla and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM616177.

- 39 (27.05.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Sean Adrian Mitchell and Katrina Jane Mitchell and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM494063.

- 40 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stanley Taylor and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM606681.

- 41 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) David John Burton and Camilla Jane Burton and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM456250.

- 42 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stephen Dodsworth and Laura Frances Dodsworth and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM304799.

- 43 (12.06.2014) The land has the benefit of the rights granted by a Deed dated 5 June 2014 made between (1) Camilla Jane Burton and (2) Birmingham Airport Limited .

NOTE: Copy filed under MM17916.

- 44 (18.06.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Jacqueline Melbourn and (2) Birmingham Airport Limited.

NOTE:--Copy filed under WK2817.

- 45 (23.06.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Mark Alan Stevens and Michelle Elizabeth Stevens and (2) Birmingham Airport Limited.

Title number MM14145

A: Property Register continued

NOTE:-Copy filed under WM557264.

46 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) George Fentham Hampton In Arden Charity and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM649782.

47 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) Roger William Freeman and Maureen Ann Freeman and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM94164.

48 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Lawrence Hugo Boswell and (2) Birmingham Airport Limited.

NOTE:-Copy filed under MM36022.

49 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) William Freeman & Sons Limited and (2) Birmingham Airport Limited.

NOTE 1: The consent of the proprietor of the charge dated 31 March 1982 of favour of Henry John West affecting title WM126592 was not produced on registration and the rights granted may be overridden in the event of the exercise of the power of sale.

NOTE 2:-Copy filed under MM31708

50 (13.08.2014) The land has the benefit of the rights granted by a Deed dated 25 June 2014 made between (1) Ramon Ricardo Blower and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM144306.

51 (22.09.2014) The land has the benefit of the rights granted by a Deed dated 18 September 2014 made between (1) Doreen Edna Felton and others and (2) Birmingham Airport Limited.

NOTE:-Copy filed under MM36141.

52 (13.10.2014) The land has the benefit of the rights granted by a Deed dated 6 October 2014 made between (1) Barbara Tocher and Thomas Tocher and (2) Birmingham Airport Limited.

NOTE: Copy filed under WK8913.

53 (26.03.2015) The land has the benefit of the rights granted by a Deed dated 23 March 2015 made between (1) Geoffrey Hugh Cattell and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WK8913.

54 (06.05.2016) The land has the benefit of any legal easements granted by a Deed dated 21 April 2016 made between (1) Steven Nevel Mills and Angela Josephine Mills and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM496911.

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 (10.01.2013) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham International Airport, Birmingham B26 3QJ.

Title number MM14145

C: Charges Register

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

- 1 (10.01.2013) The land became vested in Birmingham Airport Limited by a General Vesting Declaration dated 23 August 2012 executed pursuant to the provisions of the Compulsory Purchase (Vesting Declarations) Act 1981 and no documents of the earlier title have been produced to HM Land Registry. The land is accordingly subject to such restrictive covenants and easements as may have been imposed thereon prior to the date of vesting and are still subsisting and enforceable.
- 2 (05.08.2015) The land is subject to the rights granted by a Deed dated 28 July 2015 made between (1) Birmingham Airport Limited and (2) Esso Petroleum Company Limited.

NOTE:-Copy filed under WK8913.

- 3 (15.03.2016) The land is subject to any rights that are granted by a Deed of Grant dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MM61736.

- 4 (07.11.2016) 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 (09.12.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under MM72383.

- 6 (04.02.2019) The land is subject to any rights that are granted by a Deed dated 29 January 2019 made between (1) Birmingham Airport Limited and (2) Severn Trent Water Limited and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under WK8913.

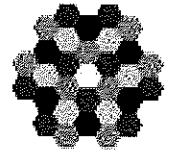
Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	24.11.2015 edged blue	land on the south of A45	03.11.2015 999 years from 3/11/2015	MM61736
2	07.11.2016 tinted mauve	site of a runway extension, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

End of register



Official copy of register of title

Title number MM14813

Edition date 09.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:11.
- 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 26 Jul 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (18.07.2008) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at A45, Coventry Road, Bickenhill, Solihull.
- 2 (24.11.2015) The land has the benefit of any legal easements reserved by a Lease dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive for a term of 999 years from and including 3 November 2015.

NOTE:-Copy filed under MM61736.

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 (24.01.2013) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham International Airport, Birmingham, West Midlands B26 3QJ.
- 2 (24.01.2013) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (24.11.2015) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the applicant's Conveyancer that the provisions of clause 4.1.5 of a Deed of Easement dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive have been complied with or that they do not apply.

Title number MM14813

C: Charges Register

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

- 1 (18.07.2008) The land, as far as is affected thereby, is subject to such easements, rentcharge's, restrictive covenants and other rights as are contained or referred to in a Conveyance of the land in this title and other land, dated 1 March 1959, made between (1) the Lord Mayor, Aldermen and Citizens of the City of Birmingham and (2) The Minister of Transport and Civil Aviation.

NOTE:-Copy filed under title WM933792.

- 2 (24.11.2015) The land is subject to any rights that are granted by a Deed dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MM61736.

- 3 (07.11.2016) 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 (07.11.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under MM72383.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	07.11.2016 tinted blue	site of a runway extension at Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

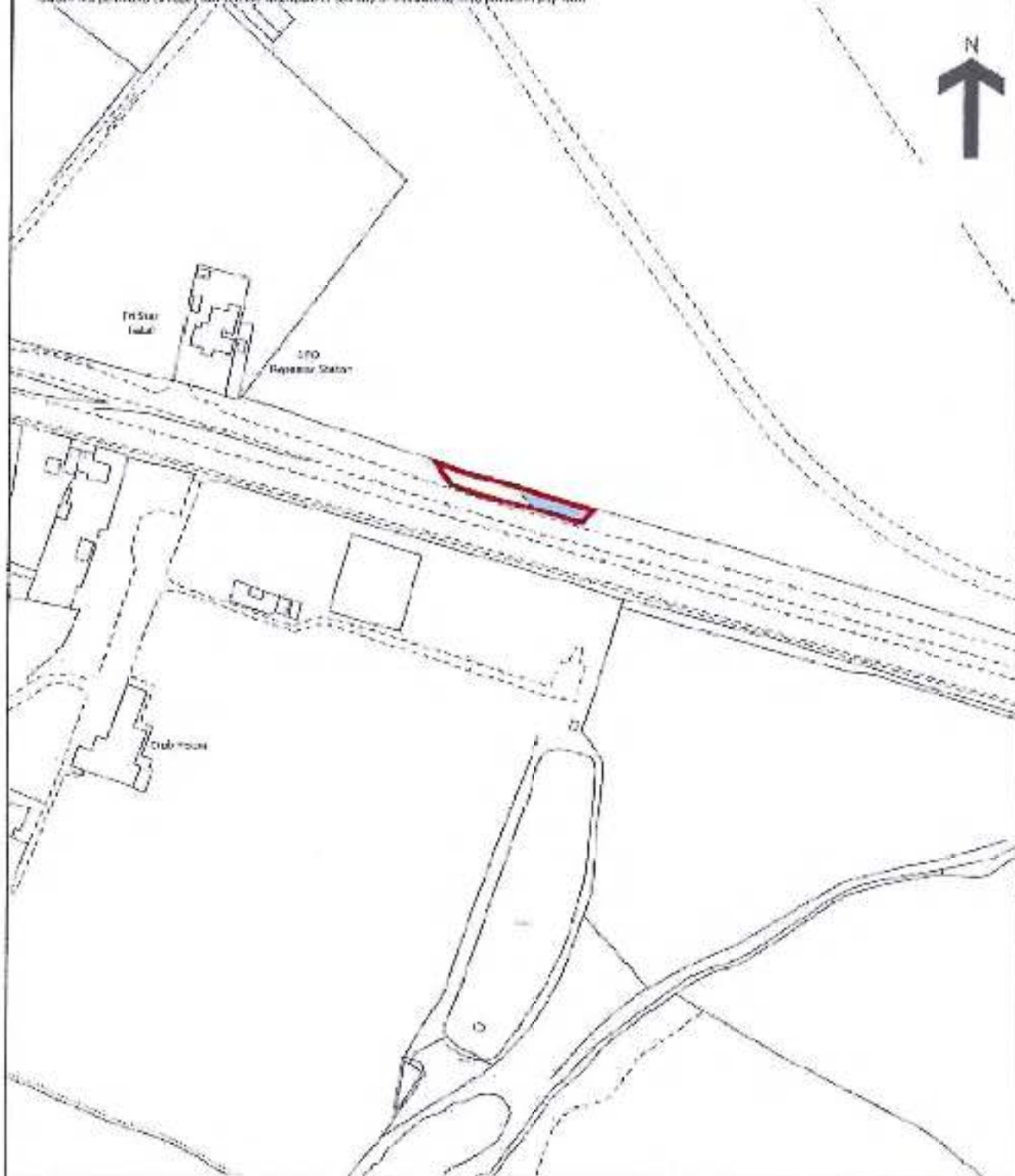
End of register

HM Land Registry
Official copy of
title plan

Title number **MM14813**
Ordnance Survey map reference **SP17835E**
Scale **1:2500**
Administrative area **West Midlands :**
Solihull



© Crown Copyright and database right 2013 Ordnance Survey 100009286/5
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form



This official copy is incomplete without the preceding notes page.



**Official copy
of register of
title**

Title number MM20794

Edition date 30.01.2018

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:10.
- 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 26 Jul 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the south side of Coventry Road, Bickenhill, Solihull.
- 2 (20.06.2013) The annuities charged under the Tithe Act 1936 in respect of the land tinted yellow and tinted mauve on the title plan affected thereby have been redeemed and the said land is free from liability for contributions towards the cost of Chancel repairs in the Parish of Bickenhill.
- 3 (20.06.2013) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer which included the land in this title dated 11 June 2013 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE: Copy filed.
- 4 (20.06.2013) The Transfer dated 11 June 2013 referred to above contains provision as to light and air, and boundary structures, and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 5 (08.01.2014) The land has the benefit of the rights granted by a Deed dated 20 November 2013 made between (1) Peter Charles Steele Hayfield and Jean Margaret Hayfield and (2) Birmingham Airport Limited.
NOTE: Copy filed under MM14145.
- 6 (22.01.2014) The land has the benefit of the rights granted by a Deed dated 21 November 2013 made between (1) Stephen Edward Thompson and Linda Marie Thompson and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM668387.
- 7 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 10 December 2013 made between (1) Joyce Jones and Annette Davis and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM511057.
- 8 (12.02.2014) The land has the benefit of the rights granted by a Deed

A: Property Register continued

dated 20 December 2013 made between (1) Edyth Tydfil Freke and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM197555.

- 9 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 19 December 2013 made between (1) Anthony John Keeler and (2) Birmingham Airport Limited.

NOTE: Copy filed under MM14145.

- 10 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Kenneth George Dawson and Angela Cameron Dawson and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM317555.

- 11 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 4 February 2014 made between (1) Charles Noel Mclean and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM462347.

- 12 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 7 February 2014 made between (1) Leo Martin McGroarty and Cecilia McGroarty and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM11129.

- 13 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Alan Bradbury and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM770193.

- 14 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 11 February 2014 made between (1) Jeffrey Woodcock and Pauline Winifred Woodcock and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM263721.

- 15 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 13 February 2014 made between (1) Alma Geraldine Foster and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM276911.

- 16 (26.02.2014) The land has the benefit of the rights granted by a Deed dated 21 February 2014 made between (1) Heath Cotterill and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM242095.

- 17 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE: Copy filed under WK46604.

- 18 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 26 February 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE: Copy filed under WK12475.

- 19 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM22864.

- 20 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

A: Property Register continued

NOTE: Copy filed under WM328749.

- 21 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM133176.

- 22 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM66988.

- 23 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM72212.

- 24 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM573595.

- 25 (13.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM712271.

- 26 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM104411.

- 27 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM694363.

- 28 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM60843.

- 29 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM437357.

- 30 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM316692.

- 31 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM261339.

- 32 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM259548.

- 33 (19.03.2014) The land has the benefit of the rights granted by a Deed

A: Property Register continued

dated 13 March 2014 made between (1) William Kenneth Frost and Marjorie Irene Frost and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM497466.

- 34 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM194767.

- 35 (02.04.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) Stanley Taylor and Joyce Meriel Taylor and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM59630.

- 36 (07.04.2014) The land has the benefit of the rights granted by a Deed dated 21 March 2014 made between (1) John Isham and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM102572.

- 37 (09.04.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM289934.

- 38 (17.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Singh Sanghera and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM222850.

- 39 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Sing Sanghera and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM86638.

- 40 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 15 April 2014 made between (1) Graham Frederick Simmons and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM895183.

- 41 (20.05.2014) The land has the benefit of the rights granted by a Deed dated 13 May 2014 made between (1) Rugbir Singh Jutla and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM616177.

- 42 (27.05.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Sean Adrian Mitchell and Katrina Jane Mitchell and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM494063.

- 43 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stanley Taylor and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM606681.

- 44 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) David John Burton and Camilla Jane Burton and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM456250.

- 45 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stephen Dodsworth and Laura Frances Dodsworth and (2) Birmingham Airport Limited.

A: Property Register continued

NOTE: Copy filed under WM304799.

- 46 (12.06.2014) The land has the benefit of the rights granted by a Deed dated 5 June 2014 made between (1) Camilla Jane Burton and (2) Birmingham Airport Limited .

NOTE: Copy filed MM17916.

- 47 (18.06.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Jacqueline Melbourn and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WK2817.

- 48 (23.06.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Mark Alan Stevens and Michelle Elizabeth Stevens and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM557264.

- 49 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) George Fentham Hampton In Arden Charity and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM649782

- 50 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) Roger William Freeman and Maureen Ann Freeman and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM94164.

- 51 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Lawrence Hugo Boswell and (2) Birmingham Airport Limited.

NOTE:-Copy filed under MM36022.

- 52 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) William Freeman & Sons Limited and (2) Birmingham Airport Limited.

NOTE 1: The consent of the proprietor of the charge dated 31 March 1982 of favour of Henry John West affecting title WM126592 was not produced on registration and the rights granted may be overridden in the event of the exercise of the power of sale.

NOTE 2:-Copy filed under MM31708.

- 53 (13.08.2014) The land has the benefit of the rights granted by a Deed dated 25 June 2014 made between (1) Ramon Ricardo Blower and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM144306.

- 54 (22.09.2014) The land has the benefit of the rights granted by a Deed dated 22 September 2014 made between (1) Doreen Edna Felton and others and (2) Birmingham Airport Limited.

NOTE:-Copy filed under MM36141.

- 55 (13.10.2014) The land has the benefit of the rights granted by a Deed dated 6 October 2014 made between (1) Barbara Tocher and Thomas Tocher and (2) Birmingham Airport Limited.

NOTE: Copy filed under WK8913.

- 56 (26.03.2015) The land has the benefit of the rights granted by a Deed dated 23 March 2015 made between (1) Geoffrey Hugh Cattell and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WK8913.

- 57 (24.11.2015) The land has the benefit of any legal easements reserved by a Lease dated 3 November 2015 made between (1) Birmingham Airport

Title number MM20794

A: Property Register continued

Limited and (2) West Midlands Passenger Transport Executive for a term of 999 years from and including 3 November 2015.

NOTE:-Copy filed under MM61736.

- 58 (06.05.2016) The land has the benefit of any legal easements granted by a Deed dated 21 April 2016 made between (1) Steven Nevel Mills and Angela Josephine Mills and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM496911.

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 (20.06.2013) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.
- 2 (20.06.2013) The price stated to have been paid on 11 June 2013 was ££95,100.
- 3 (24.11.2015) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the applicant's Conveyancer that the provisions of clause 4.1.5 of a Deed of Easement dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive have been complied with or that they do not apply.

C: Charges Register

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

- 1 (11.05.1993) The land tinted yellow and tinted mauve on the title plan is subject to the following rights granted by a Deed of Grant dated 24 February 1989 made between (1) R F Hadley (Grantor) and (2) Severn-Trent Water Authority (Authority).

The said Deed also contains the following covenants by the Grantor:-

"The Grantor (and to the intent that the rights and easements hereby granted shall be appurtenant to the Dominant Tenement) hereby grants and releases to the Authority THE perpetual easements rights powers and privileges hereinafter described namely:-

(a) The right of constructing placing and laying at any time or times hereafter and of thereafter using inspecting the condition of reconstructing replacing relaying enlarging maintaining cleansing repairing conducting and managing the Sewer and all necessary proper and convenient works and apparatus incidental thereto in through under over or upon the strip of land in an approximate position shown by a red line on the plan annexed hereto

(b) The right of having and enjoying the free flow and passage of sewage water and soil and other materials connected with the exercise and performance of the functions of the Authority in relating thereto by means of the Sewer as existing from time to time in through under over or upon the strip of land

(c) For the purposes hereof (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at any time and at all times in the day or night time with or without vehicles machinery servants workmen and others and all necessary materials to enter into and upon and pass and repass along and over the strip of land by a route within the same doing and occasioning no

C: Charges Register continued

unreasonable damage thereto or to the Grantor's adjoining land for all purposes connected with the laying construction inspection maintenance repair alteration cleansing or renewal of the Sewer

(d) The right at any time to construct cattleproof access gates or stiles upon the strip of land and thereafter maintain the same in good and substantial repair such access gates or stiles to be at the ends of the strip of land or in or through any hedges walls or fences thereon and to be of a design to be approved by the grantor (such approval not to be unreasonably withheld) and (in the case of gates) to be kept securely locked at all times when not in use

(e) The right of erecting on the strip of land and maintaining any necessary marker posts indicating the said strip of land

(f) The right in exercising the said rights to make all necessary excavations and to tip soil on so much of the strip of land immediately adjoining such excavations as shall be necessary or desirable for the protection of the Sewer Provided that any top soil so tipped shall so far as reasonably practicable be of similar quality to that on the strip of land

(g) The right of removing and taking away from the strip of land for its own use all subsoil found surplus to requirements after surface damage has been made good in accordance with the covenants on the part of the Authority hereinafter contained

(h) The right of fencing or severing off the strip of land from the adjoining and adjacent land of the Grantor for so long as may be necessary during and for the purpose of the execution by the Authority of any of the works or operations hereby authorised

(i) The right of support for the Sewer from the subjacent and adjacent land and soil including minerals of the Grantor

(j) The right to remove all or any trees and shrubs growing in the strip of land and the existing walls and hedges and fences thereon TO HOLD the said rights easements powers and privileges hereby granted unto the Authority in fee simple

"The Sewer" means a line of underground pipes together with all tunnels conduits manholes inspection chambers hydrants meters valves surface covers electric cables controls apparatus (including such apparatus as may be necessary for the purpose of establishing telegraphic telephonic or other electric communication between the offices of the Authority and its works and between different parts of its works and apparatus as may be required) embankments and works ancillary thereto and necessary or expedient for the inspection maintenance support repair renewal and user of the said line of pipes

It is hereby agreed and declared that the Authority shall not be liable to make any payment in respect of any diminution in the value of the interest of a tenant in the strip of land by reason of the provisions of this Deed or the exercise of the said rights and the Grantor shall bear without recompense by the Authority any reduction in the rent allowed or allowable in respect of any such diminution

THE Grantor to the intent that the burden of this covenant may run with the strip of land and so as to bind (so far as practicable) the strip of land into whosoever hands the same may come and every part thereof and to benefit and protect the Sewer and undertaking of the Authority and each and every part thereof capable of being so benefitted or protected but not so as to render the grantor personally liable for any breach of covenant committed after the Grantor shall have parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Authority that the Grantor will at all times hereafter observe and perform the restrictions following in respect of the strip of land:-

(a) Not to use or permit knowingly suffer to be used the strip of land or any adjoining or adjacent land of the Grantor for any purpose or do permit or knowingly suffer anything thereon which may endanger injure or damage the Sewer or interfere with the free flow and passage of

C: Charges Register continued

sewage water soil or other materials through the same or otherwise impede hinder or interfere with the exercise of the said rights by the Authority and in particular but without prejudice to the generality of the foregoing:-

(i) not to erect construct or place or permit or knowingly suffer to be erected constructed or placed upon the strip of land any building wall or other structure or erection or any work of any kind whether permanent or temporary or carry out or permit or knowingly suffer to be carried out thereon any development within the meaning of the Town and Country Planning Act 1971 or any Order made thereunder or any Act or Order amending or replacing the same and for the time being in force Provided Always that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of easily removable character

(ii) not to permit or knowingly suffer anything in on or under the strip of land or any adjoining land of the Grantor which may withdraw support from the Sewer

(b) Not to use the surface of the strip of land otherwise than for agricultural or garden purposes (other than for the planting of shrubs) or as an open space or for any one or more of such purposes and in particular (but without prejudice to the foregoing) no pipes wires cables posts poles timber stone or materials or substances shall be erected placed or constructed thereon or thereunder except fences constructed with such gates or openings as may admit of the free exercise by the Authority of the easements rights powers and privileges hereby granted PROVIDED always that the foregoing prohibitions shall not apply to any now existing streets roads sewers drains pipes cables or wires in upon or over the said strip of land or to prevent the construction in the future (subject to the prior written consent of the Authority which shall not be unreasonably withheld) of any private street or private road sewer drain pipe cable or wire across the Sewer if and so long as the same shall be so constructed or placed at an angle of not less than forty-five degrees formed by any such private street private road sewer drain pipe or wire and the Sewer PROVIDED FURTHER that such user of the surface and also any user by the Grantor of the subsoil are in all respects to be subservient and subject to the exercise by the Authority of such easements rights powers and privileges as are hereby granted and shall not be allowed to interfere with the exercise by the Authority of the same or any of them or with the works operations or property of the Authority in connection therewith

(c) Not to alter or permit or knowingly suffer to be altered the level of the surface of the strip of land without the Authorities consent (such consent not to be unreasonably withheld)

(d) Nothing shall be done caused or permitted within the strip of land which may endanger or damage the Sewer or render access thereto more difficult or expensive.

(e) Not to allow any piling operations or the raising of the level of the land within the strip of land or to allow tipping thereon."

NOTE: The strip of land referred to is tinted mauve on the title plan so far as it affects the land in this title, and the approximate line of the sewer referred to is shown by a blue broken line on the title plan, so far as it affects the land in this title.

- 2 (11.05.1993) The part of the land affected thereby is subject to the rights granted by a Deed dated 16 January 1992 made between (1) Ralph Frederick Hadley and (2) Esso Petroleum Company, Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE:- Copy Deed with large scale plans referred to in Clause 29 of the Deed showing the approximate position of the pipeline filed under WM573595.

- 3 (11.05.1993) A Transfer dated 31 March 1993 made between (1) Albert Edwin Hadley (First Vendor) and Ralph Frederick Hadley (Second Vendor)

C: Charges Register continued

and (2) First Castle Developments Limited (Purchaser) contains the following provisions which relate to the payment of additional moneys as therein mentioned:-

"The Purchaser covenants with the Vendors for itself and its successors in title for the benefit of the Vendors and their successors in title and estates to observe and perform the provisions of Schedule 5 and not within a period of 15 years from the date of this Transfer to commence any development at the Properties until the estate owners at the time of the commence of the development shall have entered into a direct covenant with the Vendors to observe and perform the provisions of Schedule 5 PROVIDED THAT the Purchaser and any subsequent owner of the Properties shall be automatically released from such covenant upon disposing of their respective interests in the Properties and upon procuring the execution of a covenant from the relevant disposee in favour of the Vendors and their successors in accordance with this Clause

SCHEDULE 5

Covenant

Part 1 - Definitions

1. "Qualifying Planning Permissions" means planning permissions for profitable development of all or any part of the Properties
2. "Enhancement" means the part of the amount (if any) by which the Net Market Value of the land concerned exceeds the Land Costs and which is directly attributable to the land having the benefit of the Qualifying Planning Permission
3. "New Market Value" means the amount by which the Serviced Market Value exceeds the Infrastructure Costs
4. "Serviced Market Value" means the best price at which the sale of the land might reasonably be expected to have been completed unconditionally for cash consideration on the date of valuation (which shall be deemed to be the date of substantial implementation of the Qualifying Planning Permission) assuming:-
 - 4.1 A Willing Seller
 - 4.2 That, prior to the date of valuation, there has been a reasonable period (having regard to the nature of the Properties and the state of the market) for the proper marketing of the land, for the agreement of price and terms and for the completion of the sale
 - 4.3 That no account is taken of any additional bid by a purchaser with a special interest
 - 4.4 That the land has the benefit of the Qualifying Planning Permission
 - 4.5 That the valuer is to have due regard to the physical characteristics of the land and all other relevant facts and contingencies but disregarding any works of improvement carried out by the Purchaser
 - 4.6 That the land concerned has the benefit of all necessary services and connections up to the boundary, so that no works or expenditure are necessary on any of the matters referred to in 5 below.
5. "Infrastructure Costs" means the following costs:-
 - 5.1 The reasonable costs, or estimated reasonable costs, of acquiring any other land, easements or wayleaves required for sight lines, access, drainage, or other services to or from the land concerned or otherwise required to enable the land to be developed in accordance with the Qualifying Planning Permission; and

C: Charges Register continued

5.2 The reasonable cost, or estimated reasonable cost, of any construction work or payments in respect of access, drainage or services which are to be outside the boundaries of the Properties, but which are necessary to serve them; and

5.3 The reasonable costs, or estimated reasonable costs, of complying with any agreement required, or likely to be required by any local authority or by an service undertaking, in respect of the land concerned

6. "The Land Costs" means the aggregate of the following, apportioned on an acreage basis if the Qualifying Planning Permission is for less than the whole of the Properties

6.1 The Purchase price of £1,500,00.00 paid by the Purchaser to the Vendors

6.2 Stamp Duty, Land Registry fees, Legal Costs and Surveyor's fees and other professional costs incurred by the Purchaser

6.3 Costs incurred by the Purchaser in seeking planning permission (including but not limited to the Qualifying Planning Permission)

6.4 Any Value Added Tax incurred by the Purchaser in relation to the Properties which is not otherwise recoverable by the Purchaser

7. "The Vendor's Share" means the appropriate proportion of the Enhancement in accordance with paragraph 1 of Part 2 of this Schedule 5

8. "Interest Rate" means 3% above base lending rate from time to time of Midland Bank plc

Part 2 - Payment

1. In respect of each part of the properties which receives Qualifying Planning Permission on or before fifteen years from 1st March 1993 the Purchaser covenants to pay to the Vendors the following proportion of the Enhancement:-

1.1 If the Qualifying Planning Permission is granted on or before five years after the 1st March 1993 then the Purchaser will pay the Vendors 30% of the Enhancement

1.2 If the Qualifying Planning Permission is granted after five years but on or before ten years after 1st March 1993 the Purchaser will pay the Vendors 20% of the Enhancement

1.3 If the Qualifying Planning Permission is granted after ten years but on or before fifteen years after 1st March 1993 then the Purchaser will pay the Vendors 15% of the Enhancement

1.4 No payment in respect of the Enhancement arises after fifteen years from 1st March 1993

2. The Vendors' Share shall be payable four months after the substantial implementation of the Qualifying Planning Permission or (if later) within five working days after the Enhancement is fixed

3. If the Vendors' Share is not paid on the due date under 2 above, then without prejudice to any other rights of the Vendors, the Purchaser shall pay interest on the Vendors' Share at the Interest rate from such due date until payment

4. On payment of the Vendors' Share the land concerned shall no longer be subject to the provisions of this Schedule

5. Either party may at any time after the grant of Qualifying Planning Permission refer the assessment of the Enhancement to an Arbitrator and Part 3 shall apply, but in assessing the Enhancement the Arbitrator shall comply with the definitions in Part 1 of this Schedule

6. For the avoidance of doubt nothing in this Transfer creates any lien

C: Charges Register continued

over the Properties

Part 3 - The Arbitrator

1. This part of this Second Schedule shall apply where a matter is referred to an Arbitrator pursuant to the foregoing provisions

2. The Arbitrator means an independent Chartered Surveyor with appropriate experience who shall act as an Arbitrator and shall be appointed by both parties such appointment to be made by agreement between the parties or in default of agreement (within twenty eight days of request by the other party) on the application of either party by the President (or other appropriate and available officer) for the time being of the Royal Institution of Chartered Surveyors and whose decision shall be final and binding on the parties

3. The arbitration shall be conducted in accordance with the Arbitration Acts 1950 and 1979."

- 4 (24.11.2015) The land is subject to any rights that are granted by a Deed dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MM61736.

- 5 (07.11.2016) 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.

- 6 (07.11.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under MM72383.

- 7 (30.01.2018) By a Deed dated 1 December 2017 made between (1) Birmingham Airport Limited and (2) Severn Trent Water Limited certain of the easements and covenants contained in the Deed of Grant dated 24 February 1989 referred to above were released as therein mentioned.

NOTE:- Copy filed under WM203034.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	07.11.2016	site of a runway extension, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

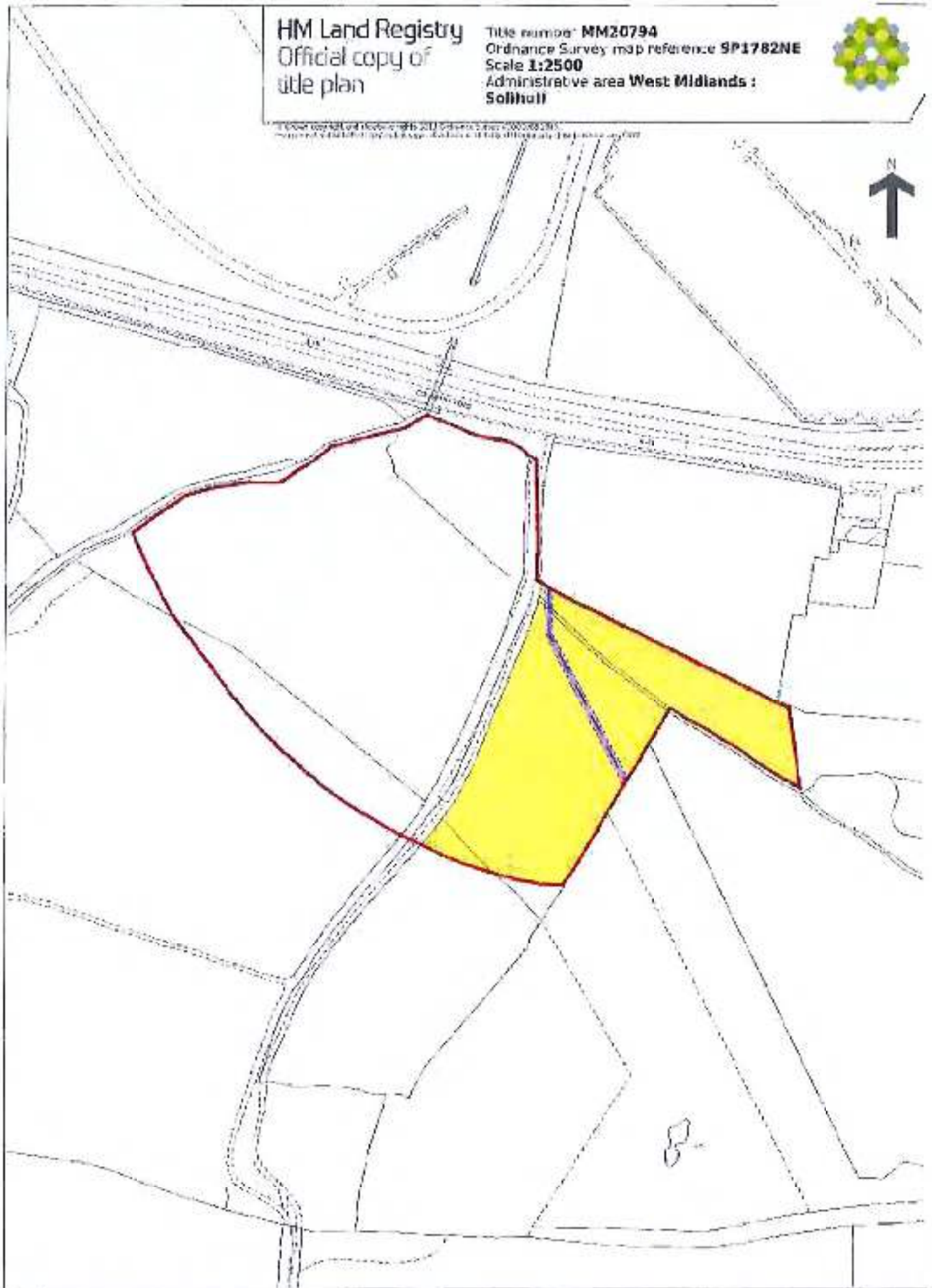
End of register

HM Land Registry
Official copy of
title plan

Title number: **MM20794**
Ordnance Survey map reference **SP1782NE**
Scale **1:2500**
Administrative area **West Midlands :**
Solihull



© Crown Copyright and database rights 2011 Ordnance Survey 100026828/11
Registered with the Intellectual Property Office. No. 299994/11/2011. All rights reserved.





**Official copy
of register of
title**

Title number WK106001

Edition date 06.01.2012

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:09.
- 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 26 Jul 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (23.12.1947) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Hurdle Hall Farm, Bickenhill.
- 2 The annuities charges under the Tithe Act 1936 in respect of the land in this title have been redeemed and the land is free from liability for contributions towards the cost of Chancel repairs in the parish of Bickenhill.
- 3 The Transfer dated 31 December 1968 referred to in the Charges Register contains provisions as to light or air and boundary structures.

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 (13.02.1991) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.
- 2 A Transfer of the land in this title dated 7 January 1991 made between (1) National Car Parks Limited (Transferor) and (2) Birmingham International Airport PLC (Transferee) contains Purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (06.01.2012) The proprietor's address for service has been changed.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 7 January 1991 referred to in the Proprietorship Register:-

The Transferee on behalf of itself and its successors in title hereby

Title number WK106001

Schedule of personal covenants continued

covenants with the Transferor:-

a) To perform and observe all the covenants agreements provisos stipulations and conditions contained or referred to in the property and charges registers of the above title numbers and to indemnify the Transferor and its estate and effects against all actions charges costs claims demands and other liabilities arising out of any non-observance or non-performance of the covenants agreements provisions stipulations and conditions as aforesaid.

b) Not to sell Lease or otherwise dispose of the property hereby transferred or any part thereof without imposing in the contract for the sale Lease or other disposal (or the transfer Lease or other disposal document in the absence of a Contract) on the then Transferee Lessee or Dispose an obligation to observe and perform the covenants restrictions and stipulations herein contained.

C: Charges Register

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

- 1 An Agreement dated 18 September 1941 made between (1) Douglas Dyas James and (2) The Lord Mayor Aldermen and Citizens of the City of Birmingham relates to an electric cable and a pole the approximate position of the electric cable is shown by a blue broken line and the pole reproduced on the filed plan.

NOTE: Copy filed under WK2163.

- 2 A Transfer of the land in this title dated 31 December 1968 made between (1) Scaffolding Great Britain (Holdings) Limited and (2) Brian Maurice Cheshire and Barrie John Cheshire contains restrictive covenants.

NOTE: Original filed.

- 3 (27.06.1995) Lease dated 31 March 1995 to Birmingham City Council and Solihull Metropolitan Borough Council for 999 years from 31 March 1995.

NOTE 1: The lease comprises also other land

NOTE 2: Lessee's title registered under WM614956.

End of register

N.B. 25

H.M. LAND REGISTRY

Filed Plan of Title No. WK106001

Scale 1/25000

COUNTY OF WEST MIDLANDS
BOLTON DISTRICT

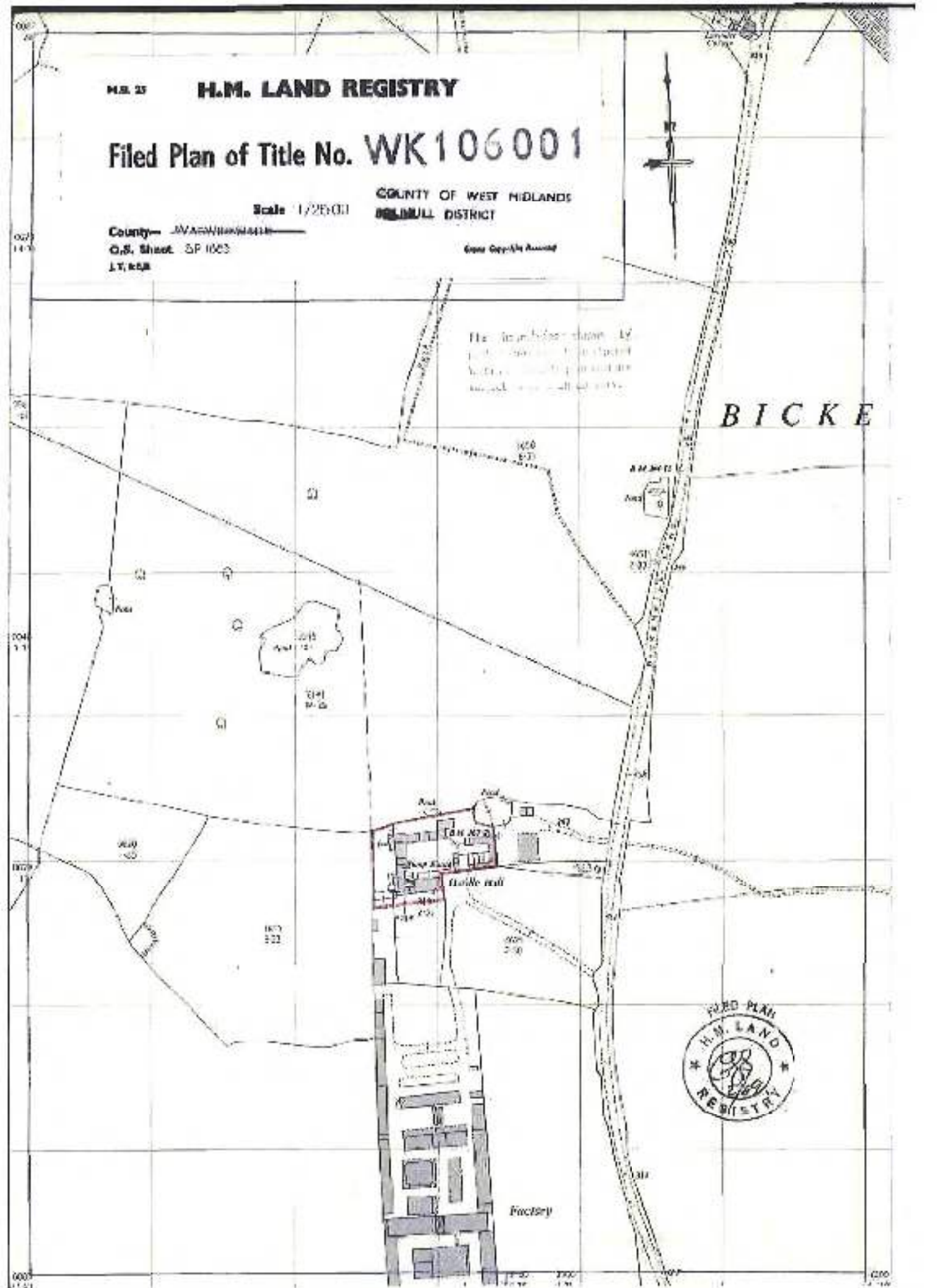
County—WARRINGTON
O.S. Sheet—SP 1603
1/2, 628

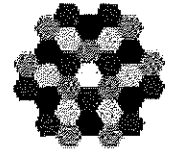
Great Oxy-M Road

The boundaries shown by
dotted lines are not shown
with any boundary lines
shown on the plan.



BICKE





**Official copy
of register of
title**

Title number WK2163

Edition date 04.01.2017

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:09.
- 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 26 Jul 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (23.12.1947) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Aircraft Hangar, Birmingham.
- 2 The annuities charged under the Tithe Act 1936 in respect of the land in this title in the parish of Bickenhill affected thereby have been redeemed and the said land is free from liability for contributions towards the cost of Chancel repairs in the parish of Bickenhill.
- 3 The land has the benefit of the following rights reserved by a Transfer of adjoining land registered under WK221441 dated 20 September 1973 made between (1) Henny Gestetner (Transferor) and (2) Birmingham Corporation:-

"EXCEPT AND RESERVED unto the Transferor (which expression shall include her successors in title and assigns) the right of access with or without vehicles from any part of the property comprised at the date hereof in Title No. WK2163 (which property is hereinafter called "the retained land") and abutting upon the land hereby transferred to and from any roads now or at any time constructed on the land hereby transferred at such places along the whole frontage of such roads as abuts the retained land as will enable the Transferor to carry out any development whatsoever for which the Transferor shall obtain planning permission on the retained land."
- 4 (04.01.2017) A new title plan to an amended extent and 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 (02.06.1989) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.

Title number WK2163

B: Proprietorship Register continued

- 2 The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (06.01.2012) The proprietor's address for service has been changed.

C: Charges Register

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

- 1 The part of the land affected thereby is subject to the rights relating to the construction and maintenance of lighting poles and maintenance of lighting poles and underground cables thereon granted by a Deed dated 4 February 1964 made between (1) Henny Gestetner and (2) The Lord Mayor Aldermen and Citizens of the City of Birmingham which also contains restrictive covenants.

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

- 2 The part of the land affected thereby is subject to the following right granted by a Transfer of adjoining land dated 15 January 1969 made between (1) Henny Gestetner and (2) Brian Maurice Cheshire and Barrie John Cheshire:-

"TOGETHER with the full right and liberty for the Transferees and their successors in title in common with the Transferor and all those authorised by her and the owners of the property known as Hurdle Hall Farm to pass and repass at all times and for all purposes hereafter over the strip of land coloured blue on the plan annexed hereto but subject to the Transferees making up and maintaining in good repair the said strip of land."

NOTE: The strip of land coloured blue referred to is tinted blue on the title plan.

- 3 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 (22.12.2015) The land is subject to any rights that are granted by a Deed dated 21 December 2015 made between (1) Birmingham Airport Limited and (2) National Grid Gas Plc and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

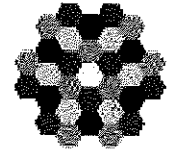
NOTE: Copy filed.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	27.06.1995 edged and numbered 1 in blue	Part of Birmingham International Airport	31.03.1995 999 years from 31.3.1995	WM614956

NOTE: The lease comprises also other land

End of register



**Official copy
of register of
title**

Title number WK8913

Edition date 04.02.2019

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:09.
- 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 26 Jul 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (23.12.1947) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land in the north side of Coventry Road, Bickenhill, Solihull.
- 2 The mines and minerals are excepted from the registration as mentioned in a Conveyance dated 10 September 1928 made between (1) The Honourable Charles Daniel Finch Knightley and George Francis Fleetwood Craddock Hartopp (2) The Legal and General Assurance Society Limited (3) Sydney Sutton and (4) Horace Henry Hailstone (Abstract filed under WK2163). The said conveyance contains also an exception and reservation of rights to clean ditches and cut hedges.
- 3 The annuities charged under the Tithe Act 1936 in respect of the land in this title have been redeemed and the said land is free from liability for contribution towards the cost of Chancel repairs in the parish of Bickenhill.
- 4 (08.01.2014) The land has the benefit of the rights granted by a Deed dated 20 November 2013 made between (1) Peter Charles Steele Hayfield and Jean Margaret Hayfield and (2) Birmingham Airport Limited.
NOTE: Copy filed under MM14145.
- 5 (22.01.2014) The land has the benefit of the rights granted by a Deed dated 21 November 2013 made between (1) Stephen Edward Thompson and Linda Marie Thompson and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM668387.
- 6 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 10 December 2013 made between (1) Joyce Jones and Annette Davis and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM511057.
- 7 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 20 December 2013 made between (1) Edyth Tydfil Freke and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM197555.

A: Property Register continued

- 8 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 19 December 2013 made between (1) Anthony John Keeler and (2) Birmingham Airport Limited.
NOTE: Copy filed under MM14145.
- 9 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Kenneth George Dawson and Angela Cameron Dawson and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM317555.
- 10 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 4 February 2014 made between (1) Charles Noel Mclean and others and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM462347.
- 11 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 7 February 2014 made between (1) Leo Martin McGroarty and Cecilia McGroarty and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM11129.
- 12 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Alan Bradbury and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM770193.
- 13 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 11 February 2014 made between (1) Jeffrey Woodcock and Pauline Winifred Woodcock and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM263721.
- 14 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 13 February 2014 made between (1) Alma Geraldine Foster and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM276911.
- 15 (26.02.2014) The land has the benefit of the rights granted by a Deed dated 21 February 2014 made between (1) Heath Cotterill and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM242095.
- 16 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE: Copy filed under WK46604.
- 17 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE: Copy filed under WK12475.
- 18 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM22864.
- 19 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
NOTE: Copy filed under WM328749.
- 20 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

Title number WK8913

A: Property Register continued

NOTE: Copy filed under WM133176.

- 21 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM66988.

- 22 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM72212.

- 23 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM573595.

- 24 (13.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM712271.

- 25 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM104411.

- 26 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM694363.

- 27 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM60843.

- 28 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM437357.

- 29 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM316692.

- 30 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM261339.

- 31 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM259548.

- 32 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 13 March 2014 made between (1) William Kenneth Frost and Marjorie Irene Frost and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM497466.

A: Property Register continued

33 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM194767.

34 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM289934.

35 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 21 March 2014 made between (1) John Isham and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM102572.

36 (02.04.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) Stanley Taylor and Joyce Meriel Taylor and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM59630.

37 (17.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Singh Sanghera and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM222850.

38 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Sing Sanghera and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM86638.

39 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 15 April 2014 made between (1) Graham Frederick Simmons and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM895183.

40 (20.05.2014) The land has the benefit of the rights granted by a Deed dated 13 May 2014 made between (1) Rugbir Singh Jutla and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM616177.

41 (27.05.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Sean Adrian Mitchell and Katrina Jane Mitchell and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM494063.

42 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stanley Taylor and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM606681.

43 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) David John Burton and Camilla Jane Burton and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM456250.

44 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stephen Dodsworth and Laura Frances Dodsworth and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM304799.

45 (12.06.2014) The land has the benefit of the rights granted by a Deed dated 5 June 2014 made between (1) Camilla Jane Burton and (2) Birmingham Airport Limited .

A: Property Register continued

NOTE: Copy filed under MM17916.

- 46 (18.06.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Jacqueline Melbourn and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WK2817.

- 47 (23.06.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Mark Alan Stevens and Michelle Elizabeth Stevens and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM557264.

- 48 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) George Fentham Hampton In Arden Charity and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM649782.

- 49 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) Roger William Freeman and Maureen Ann Freeman and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM94164.

- 50 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Lawrence Hugo Boswell and (2) Birmingham Airport Limited.

NOTE:-Copy filed under MM36022.

- 51 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) William Freeman & Sons Limited and (2) Birmingham Airport Limited.

NOTE 1: The consent of the proprietor of the charge dated 31 March 1982 of favour of Henry John West affecting title WM126592 was not produced on registration and the rights granted may be overridden in the event of the exercise of the power of sale.

NOTE 2:-Copy filed under MM31708.

- 52 (13.08.2014) The land has the benefit of the rights granted by a Deed dated 25 June 2014 made between (1) Ramon Ricardo Blower and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM144306.

- 53 (22.09.2014) The land has the benefit of the rights granted by a Deed dated 18 September 2014 made between (1) Doreen Edna Felton and others and (2) Birmingham Airport Limited.

NOTE:-Copy filed under MM36141.

- 54 (13.10.2014) The land has the benefit of the rights granted by a Deed dated 6 October 2014 made between (1) Barbara Tocher and Thomas Tocher and (2) Birmingham Airport Limited.

NOTE: Copy filed.

- 55 (26.03.2015) The land has the benefit of the rights granted by a Deed dated 23 March 2015 made between (1) Geoffrey Hugh Cattell and (2) Birmingham Airport Limited.

NOTE:-Copy filed.

- 56 (06.05.2016) The land has the benefit of any legal easements granted by a Deed dated 21 April 2016 made between (1) Steven Nevel Mills and Angela Josephine Mills and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM496911.

Title number WK8913

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 (24.01.2013) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham International Airport, Birmingham B26 3QJ.
- 2 (24.01.2013) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 A Conveyance dated 8 August 1929 which includes the land tinted blue on the filed plan and made between (1) Horace Henry Hailstone (Vendor) and (2) Winifred Ellen Hailstone (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land tinted pink on the filed plan dated 12 October 1935 made between (1) Horace Henry Hailstone and Winifred Ellen Hailstone and (2) Douglas Dyas James (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (05.08.2015) The land is subject to the rights granted by a Deed dated 28 July 2015 made between (1) Birmingham Airport Limited and (2) Esso Petroleum Company Limited.

NOTE:-Copy filed.

- 4 (07.11.2016) 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 (07.11.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under MM72383.

- 6 (04.02.2019) The land is subject to any rights that are granted by a Deed dated 29 January 2019 made between (1) Birmingham Airport Limited and (2) Severn Trent Water Limited and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 8 August 1929 referred to in the Charges Register:-

COVENANTS by Purchaser to the intent that abstracting covenant should be binding on the owner or owners for time being of the premises thereby conveyed but upon Purchaser only for breeches committed while she was owner of said premises and so that same should be deemed to run with the land and bind same into whosoever hands same might come with vendor that she the Purchaser and her successors in title would at all times thereafter observe and perform the restrictions and stipulations following that was to say:-

(1) That the Purchaser would thenceforth observe the terms of said Agreement dated 31 December 1927 on her part to be observed and performed so far as aforesaid.

Schedule of restrictive covenants continued

(2) That no building should be erected on that part or peice of land thereby conveyed which fronted to the main road and was part of No. 186 on the plan drawn on the said Conveyance dated 10 September 1928 except four houses with usual domestic offices and with or without garages motor houses coach houses stabling greenhouses or other outbuildings belonging thereto and such house shall be either detached or semi-detached and shall be erected at a cost of not less than Four hundred and fifty pounds.

(3) That any building to be erected on any part of the said piece of land edged blue shall not be used at any time hereafter for any other purposes than as a private dwellinghouse or as a garage motor house coach house stables green-house and outbuildings belonging thereto and no trade manufacture or business of any kind shall at any time be set up or carried on in or upon any part of the said piece of land.

(4) That the piece of land thereby conveyed or any building or buildings thereon shall not be used for the purpose of the sale of ale beer wines spirits or other intoxicating liquors or for any club at which intoxicating liquors are sold or used or for the sale of petrol or for any noisy noxious or offensive trade or business.

(5) To erect forthwith and for ever thereafter maintain at her own expense good and sufficient fences to be approved by the Vendor on and along the sides of the piece of land thereby conveyed as were marked "T" on the said plan.

(6) No public or private right of way (other than that thereinbefore mentioned) over the said piece of land hereby conveyed to or from any adjoining land at present or recently the property of the Vendor shall be constructed without the written permission of the Vendor."

PROVISO AND AGREEMENT by and between the parties thereto that the Purchaser and her successors in title should not be entitled to any right of light or air or other rights or easements which should restrict or interfere with the free use for buildings or other purposes of any adjoining or neighbouring land of the Vendor or his successors in title

(b) That the Conveyance thereby effected should not be deemed to restrict the right of the Vendor to alter the mode of laying out his remaining land or the roads upon or over the same or area of the plots of land or otherwise or the subsequent disposal of same in any manner he thought fit neither should abstracting Conveyance be deemed to restrict the Vendor right to forego covenants on part of Purchasers of other parts of said land remaining the Vendors property of the kind imposed with respect to the piece of land thereby conveyed.

2 The following are details of the covenants contained in the Conveyance dated 12 October 1935 referred to in the Charges Register:-

THE purchaser as to the piece of land hereby first conveyed and with intent to bind all persons in whom the said piece of land shall for the time being be vested but not so as to be personally liable under this covenant for breaches committed after he has parted with all interest in the said land hereby covenants with the said Horace Henry Hailstone as follows namely:-

Not to carry on upon the said land or any part thereof the trade or business of a garage or petrol station or any kindred trade or business and that no noisy noxious or offensive trade or business shall be carried on upon the said hereditaments or on any part thereof.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	07.11.2016	site of a runway extension	19.06.2013	MM80154

Title number WK8913

Schedule of notices of leases continued

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
---------------------------------	----------------------	------------------------	----------------

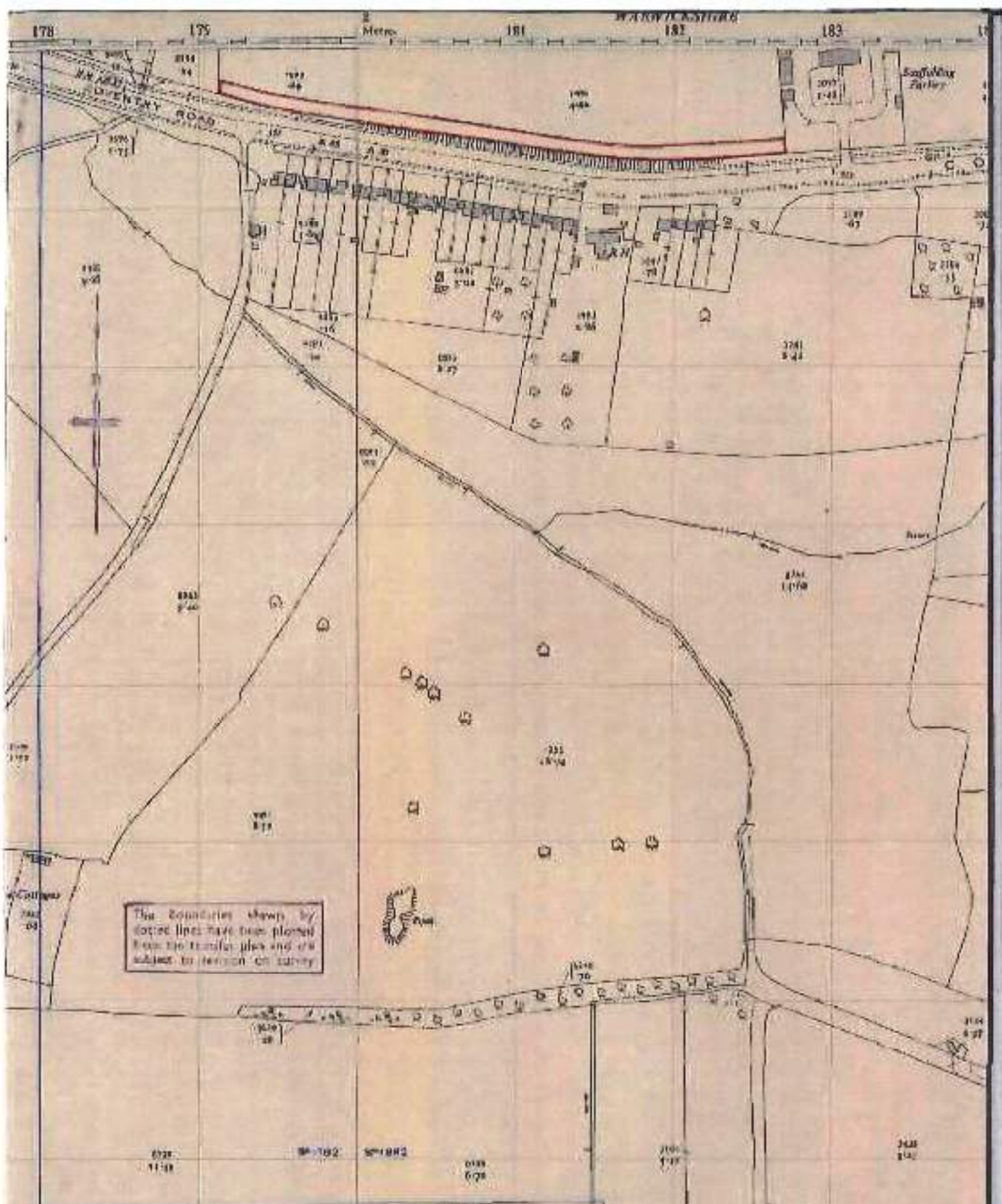
at Birmingham Airport

51 years from
19/6/2013

NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

End of register



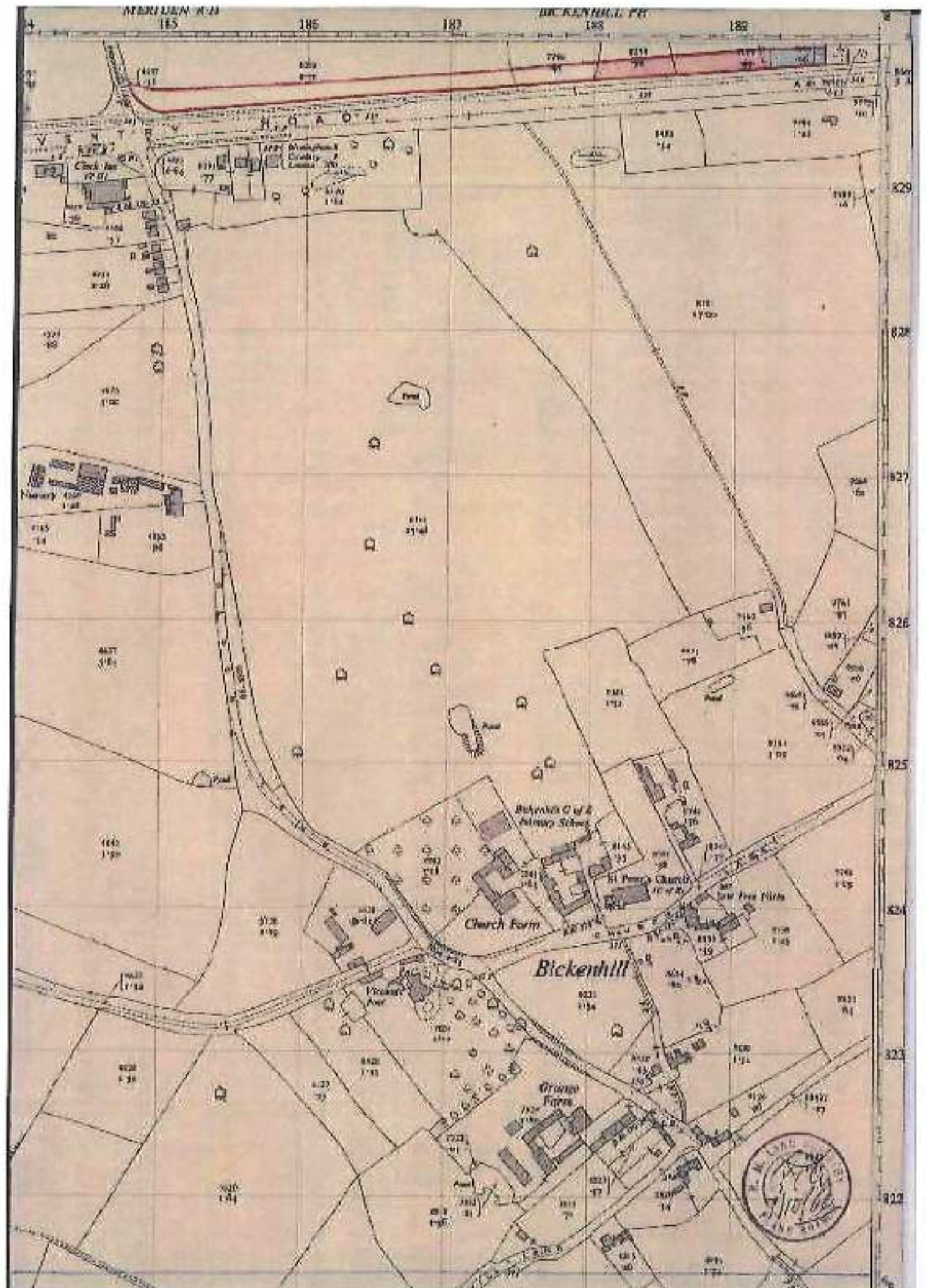
The boundaries shown by dotted lines have been plotted from the transfer plan and are subject to revision on survey.

H.M. LAND REGISTRY
Filed Plan of Title No. W K 8913

Scale 1:1000

County— Wakarusa
 O.S. Sheet SP1742 & SP1842

Drawn Correctly Referred





Official copy of register of title

Title number WM141554

Edition date 09.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:08.
- 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 26 Jul 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (10.11.1978) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the south side of Coventry Road, Bickenhill.
- 2 The mines and minerals together with ancillary powers of working are excepted from the land tinted pink on the title plan.
NOTE: Particulars filed.
- 3 (08.01.2014) The land has the benefit of the rights granted by a Deed dated 20 November 2013 made between (1) Peter Charles Steele Hayfield and Jean Margaret Hayfield and (2) Birmingham Airport Limited.
NOTE: Copy filed under MM14145.
- 4 (22.01.2014) The land has the benefit of the rights granted by a Deed dated 21 November 2013 made between (1) Stephen Edward Thompson and Linda Marie Thompson and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM668387.
- 5 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 10 December 2013 made between (1) Joyce Jones and Annette Davis and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM511057.
- 6 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 20 December 2013 made between (1) Edyth Tydfil Freke and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM197555.
- 7 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 19 December 2013 made between (1) Anthony John Keeler and (2) Birmingham Airport Limited.
NOTE: Copy filed under MM14145.
- 8 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Kenneth George Dawson and

A: Property Register continued

Angela Cameron Dawson and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM317555.

- 9 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 4 February 2014 made between (1) Charles Noel Mclean and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM462347.

- 10 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 7 February 2014 made between (1) Leo Martin McGroarty and Cecilia McGroarty and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM11129.

- 11 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Alan Bradbury and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM770193.

- 12 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 11 February 2014 made between (1) Jeffrey Woodcock and Pauline Winifred Woodcock and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM263721.

- 13 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 13 February 2014 made between (1) Alma Geraldine Foster and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM276911.

- 14 (26.02.2014) The land has the benefit of the rights granted by a Deed dated 21 February 2014 made between (1) Heath Cotterill and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM242095.

- 15 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments and (2) Birmingham Airport Limited.

NOTE: Copy filed under WK46604.

- 16 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE: Copy filed under WK12475.

- 17 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM22864.

- 18 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM328749.

- 19 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM133176.

- 20 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM66988.

A: Property Register continued

- 21 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
NOTE: Copy filed under WM72212.
- 22 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
NOTE: Copy filed under WM573595.
- 23 (13.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM712271.
- 24 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
NOTE: Copy filed under WM104411.
- 25 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
NOTE: Copy filed under WM694363.
- 26 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM60843.
- 27 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM437357.
- 28 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM316692.
- 29 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM261339.
- 30 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM259548.
- 31 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 13 March 2014 made between (1) William Kenneth Frost and Marjorie Irene Frost and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM497466.
- 32 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM194767.
- 33 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

A: Property Register continued

NOTE:-Copy filed under WM289934.

- 34 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 21 March 2014 made between (1) John Isham and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM102572.

- 35 (02.04.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) Stanley Taylor and Joyce Meriel Taylor and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM59630.

- 36 (17.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Singh Sanghera and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM222850.

- 37 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Sing Sanghera and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM86638.

- 38 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 15 April 2014 made between (1) Graham Frederick Simmons and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM895183.

- 39 (20.05.2014) The land has the benefit of the rights granted by a Deed dated 13 May 2014 made between (1) Rugbir Singh Jutla and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM616177.

- 40 (27.05.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Sean Adrian Mitchell and Katrina Jane Mitchell and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM494063.

- 41 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stanley Taylor and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM606681.

- 42 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) David John Burton and Camilla Jane Burton and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM456250.

- 43 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stephen Dodsworth and Laura Frances Dodsworth and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM304799.

- 44 (12.06.2014) The land has the benefit of the rights granted by a Deed dated 5 June 2014 made between (1) Camilla Jane Burton and (2) Birmingham Airport Limited .

NOTE: Copy filed under MM17916.

- 45 (18.06.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Jacqueline Melbourn and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WK2817.

Title number WM141554

A: Property Register continued

- 46 (23.06.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Mark Alan Stevens and Michelle Elizabeth Stevens and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM557264.
- 47 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) George Fentham Hampton In Arden Charity and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM649782
- 48 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) Roger William Freeman and Maureen Ann Freeman and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM94164.
- 49 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Lawrence Hugo Boswell and (2) Birmingham Airport Limited.
NOTE:-Copy filed under MM36022.
- 50 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) William Freeman & Sons Limited and (2) Birmingham Airport Limited.

NOTE 1: The consent of the proprietor of the charge dated 31 March 1982 of favour of Henry John West affecting title WM126592 was not produced on registration and the rights granted may be overridden in the event of the exercise of the power of sale.

NOTE 2:-Copy filed under MM31708.
- 51 (13.08.2014) The land has the benefit of the rights granted by a Deed dated 25 June 2014 made between (1) Ramon Ricardo Blower and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM144306.
- 52 (22.09.2014) The land has the benefit of the rights granted by a Deed dated 18 September 2014 made between (1) Doreen Edna Felton and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under MM36141.
- 53 (13.10.2014) The land has the benefit of the rights granted by a Deed dated 6 October 2014 made between (1) Barbara Tocher and Thomas Tocher and (2) Birmingham Airport Limited.

NOTE: Copy filed under WK8913.
- 54 (26.03.2015) The land has the benefit of the rights granted by a Deed dated 23 March 2015 made between (1) Geoffrey Hugh Cattell and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WK8913.
- 55 (06.05.2016) The land has the benefit of any legal easements granted by a Deed dated 21 April 2016 made between (1) Steven Nevel Mills and Angela Josephine Mills and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM496911.
- 56 (07.11.2016) 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 number WM141554

Title absolute

- 1 (01.10.2012) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham International Airport, Birmingham B26 3QJ.
- 2 (01.10.2012) The price stated to have been paid on 20 June 2012 for the land in titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 was £750,000.
- 3 (01.10.2012) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the applicant's conveyancers that the provisions of clause 2.2 of an Overage Agreement dated 20 June 2012 made between (1) Solihull Metropolitan Borough Council and (2) Birmingham International Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (01.10.2012) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 A Conveyance dated 4 October 1938 made between (1) Ernest Edward Howell and (2) Ernest Edward Howell and George Frederick Skinner contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 2 (01.10.2012) UNILATERAL NOTICE affecting titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 in respect of an Option Agreement dated 20 June 2012 made between (1) The Metropolitan Borough of Solihull and (2) Birmingham Airport Limited.
- 3 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B91 3QB.
- 4 (01.10.2012) UNILATERAL NOTICE affecting titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 in respect of an Overage Agreement dated 20 June 2012 made between (1) The Metropolitan Borough of Solihull and (2) Birmingham Airport Limited.
- 5 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B91 3QB.
- 6 (07.11.2016) 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.
- 7 (07.11.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under MM72383.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	07.11.2016	site of a runway extension at Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

Title number WM141554

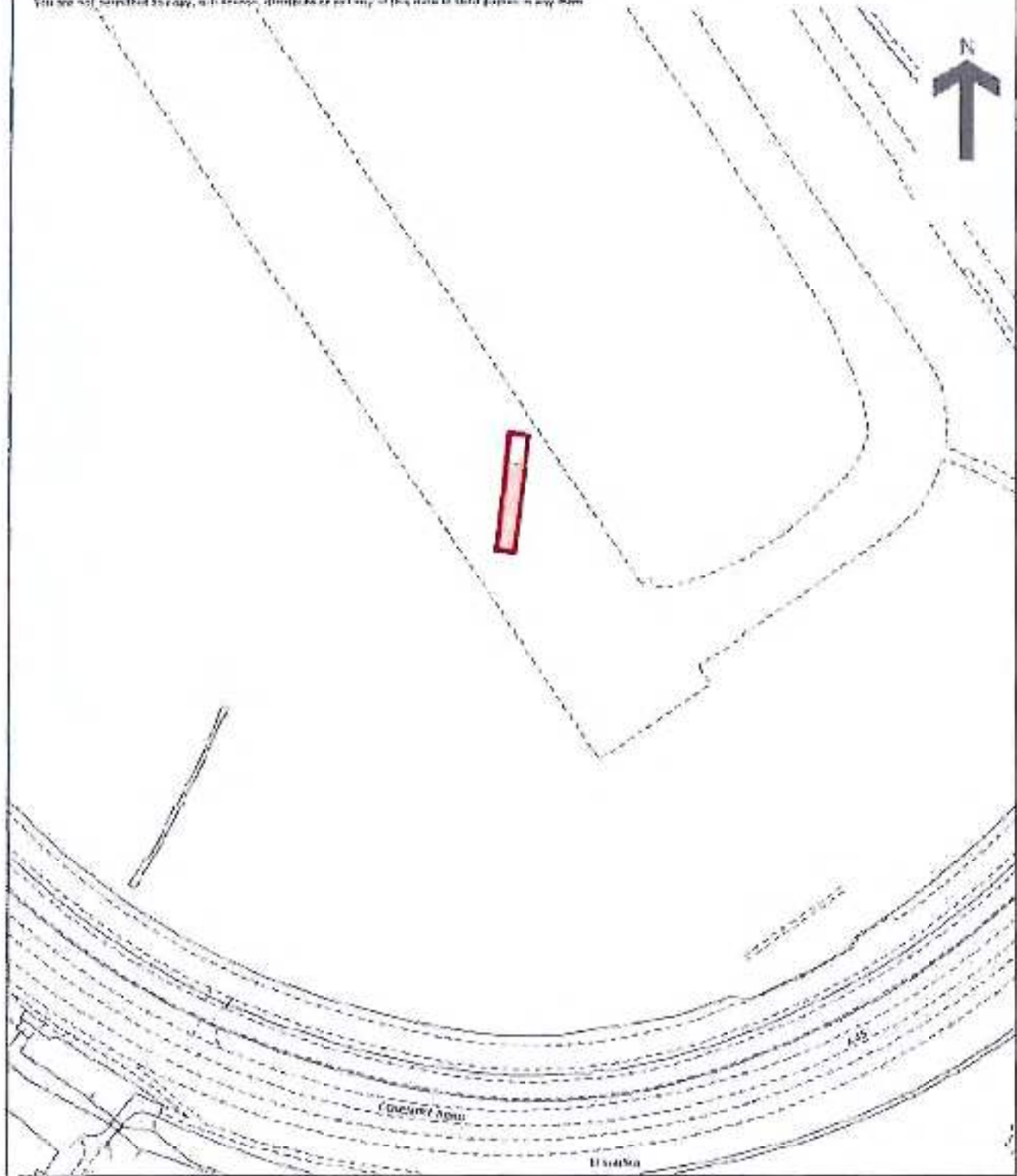
End of register

HM Land Registry
Official copy of
title plan

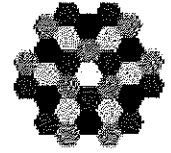
Title number **WM141554**
Ordnance Survey map reference **SP1782NE**
Scale **1:2500**
Administrative area **West Midlands :**
Solihull



© Crown copyright and database right 2017 Ordnance Survey 10000083043
You are not permitted to copy, re-use, distribute or put any of this data in digital form in any form



This official copy is incomplete without the preceding notes page.



Official copy of register of title

Title number WM203034

Edition date 22.04.2024

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:07.
- 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 26 Jul 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Birmingham Airport, Edndon.

NOTE 1: The land tinted green is not included in the title.

NOTE 2: As to the parts edged and numbered in yellow on the title plan, only the freehold mines and minerals are included in the title.

NOTE 3: As to the part tinted blue on the title plan the airspace at and above 109 metres above Ordnance Datum and below 125 metres above Ordnance Datum has been removed under title MM194882.

- 2 The mines and minerals under the land edged and numbered 2 in blue on the filed plan as mentioned in a Conveyance dated 10 September 1928 made between (1) The Honourable Charles Daniel Finch Knightley and George Francis Fleetwood Craddock Hartopp (2) The Legal and General Assurance Society Limited (3) Sydney Sutton and (4) Horace Henry Hailstone (Abstract filed under WK2163) are excepted from the registration. The said Conveyance contains also an exception and reservation of rights to clean ditches and cut hedges.

- 3 The Conveyance dated 25 October 1932 referred to in the Charges Register contains the following provision:-

"It is hereby declared that the Purchaser shall not become entitled to any right of light or air which would or might in any way affect the free and unrestricted user of the adjoining land of the Vendor for building or other purposes.

It is also hereby declared that the Hedge or Fence on the north western boundary of the land hereby conveyed is the property of the vendor.

- 4 A Conveyance of the land edged and numbered 6 and 18 in blue on the filed plan dated 16 May 1935 made between (1) William Henry Lowe (Vendor) and (2) Birmingham Corporation (Corporation) contains the following provision:-

"It is hereby declared that the Corporation shall not by reason of this Conveyance become entitled to any right of light or air which would or might in any way prejudicially affect the free and unrestricted user of any adjoining or neighbouring property of the Vendor or his predecessor

A: Property Register continued

in title their heirs successors in estate and assigns for building or other purposes

No rights of light or any other easements over the adjoining lands of the Vendor are hereby granted to the Corporation."

- 5 A Conveyance of the land edged and numbered 5 in blue on the filed plan dated 10 October 1935 made between (1) Raymond Ernest Nicholls and (2) Birmingham Corporation (Corporation) contains the following provision:-

"It is hereby agreed and declared that the Corporation shall not by reason of these presents become entitled to any right of light or air which would or might in any way affect the free and unrestricted user of the adjoining land for building or other purposes."

- 6 A Conveyance of other land dated 23 March 1938 made between (1) Birmingham Corporation (Corporation) and (2) The Warwickshire County Council contains the following provision:-

"THE Corporation may erect place or attach upon in or to the said premises hereby conveyed and may thereafter maintain and use such apparatus (including electric signs) as they may consider necessary for the purpose of indicating any position or any obstruction or of signalling or supplying information to persons navigating aircraft to or from or in the neighbourhood of the aerodrome."

- 7 The Conveyance dated 19 September 1980 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the County shall not acquire any rights or easements over the adjoining or neighbouring land of the City which would restrict the free use of that land for building or any other purpose."

- 8 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.

- 9 The land has the benefit of the following rights excepted and reserved by a Transfer of the land edged and numbered WM296022 in green on the filed plan dated 12 August 1983 by West Midlands County Council (Council) to Frederick Hathaway (Purchaser):-

"Except and Reserved all such rights of way water light drainage air support and other easement or quasi easements as are presently enjoyed by the adjoining or neighbouring land of the Council."

- 10 The land has the benefit of the following rights reserved by a Deed of rectification dated 18 October 1993 made between (1) Birmingham International Airport Plc and (2) Birmingham Airport Developments Limited supplemental to a Transfer of the land edged and numbered WM487643 in green on the filed plan made between (1) Birmingham International Airport Plc and (2) Birmingham Airport Developments Limited

"There shall be excepted and reserved unto the Transferor and the British Railways Board and their respective successors in title and all persons authorised by them the right to pass and repass with or without vehicles for the purpose of gaining access to and from their respective adjoining properties over the roadway as presently existing and as shown on the said Plan B or over any improved or extended roadway."

NOTE: The roadway referred to is co extensive with the land edged and numbered WM487643 in green on the filed plan.

- 11 (01.10.1997) The land has the benefit of the following rights reserved by a Transfer of land on the east side of Bickenhill Lane dated 25 July 1997 made between (1) Railtrack PLC and (2) The Metropolitan Borough of Solihull:-

"The following additional rights are reserved out of the Property for the benefit of the Retained Land and also for the benefit of land belonging to Birmingham International Airport Limited comprised in Title Number WM203034

A: Property Register continued

4.5.1 the right to construct, use and maintain the part of the Private Road Land shown coloured brown on the Plan as the site of a private roadway for access between the Retained Land and the land comprised in Title Number WM203034 and to use the said private roadway for vehicular and pedestrian passage;

4.5.2 the right to use the part of the Private Road Land shown hatched brown on the Plan as the site of cutting slopes and other works ancillary to the construction and use of the said private roadway."

NOTE: Original Transfer filed under WM662027.

- 12 (07.03.2005) A Deed dated 28 February 2005 made between (1) Birmingham City Council (2) Birmingham International Airport Limited and (3) Birmingham Airport Developments Limited relates to the Northern boundary of the land edged and numbered 13 and 26 in blue on the title plan.

NOTE: Copy filed.

- 13 (08.01.2014) The land has the benefit of the rights granted by a Deed dated 20 November 2013 made between (1) Peter Charles Steele Hayfield and Jean Margaret Hayfield and (2) Birmingham Airport Limited.

NOTE: Copy filed under MM14145.

- 14 (22.01.2014) The land has the benefit of the rights granted by a Deed dated 21 November 2013 made between (1) Stephen Edward Thompson and Linda Marie Thompson and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM668387.

- 15 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 10 December 2013 made between (1) Joyce Jones and Annette Davis and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM511057.

- 16 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 20 December 2013 made between (1) Edyth Tydfil Freeke and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM197555.

- 17 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Kenneth George Dawson and Angela Cameron Dawson and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM317555.

- 18 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 19 December 2013 made between (1) Anthony John Keeler and (2) Birmingham Airport Limited.

NOTE: Copy filed under MM14145.

- 19 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 4 February 2014 made between (1) Charles Noel Mclean And Others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM462347.

- 20 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 7 February 2014 made between (1) Leo Martin McGroarty and Cecilia McGroarty and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM11129.

- 21 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Alan Bradbury and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM770193.

A: Property Register continued

- 22 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 11 February 2014 made between (1) Jeffrey Woodcock and Pauline Winifred Woodcock and (2) Birmingham Airport Limited.
- NOTE: Copy filed WM263721.*
- 23 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 13 February 2014 made between (1) Alma Geraldine Foster and (2) Birmingham Airport Limited.
- NOTE: Copy filed under WM276911.*
- 24 (26.02.2014) The land has the benefit of the rights granted by a Deed dated 21 February 2014 made between (1) Heath Cotterill and (2) Birmingham Airport Limited.
- NOTE: Copy filed WM242095.*
- 25 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
- NOTE: Copy filed under WK46604.*
- 26 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 26 February 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
- NOTE: Copy filed under WK12475.*
- 27 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
- NOTE: Copy filed under WM22864.*
- 28 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
- NOTE: Copy filed under WM328749.*
- 29 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
- NOTE: Copy filed under WM133176.*
- 30 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
- NOTE: Copy filed under WM66988.*
- 31 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
- NOTE: Copy filed under WM72212.*
- 32 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
- NOTE: Copy filed under WM573595.*
- 33 (13.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
- NOTE:-Copy filed under WM712271.*
- 34 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

A: Property Register continued

NOTE: Copy filed under WM104411.

- 35 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM694363.

- 36 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM60843.

- 37 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM437357.

- 38 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM316692.

- 39 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM261339.

- 40 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM259548.

- 41 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 13 March 2014 made between (1) William Kenneth Frost and Marjorie Irene Frost and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM497466.

- 42 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM194767.

- 43 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM289934.

- 44 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 21 March 2014 made between (1) John Isham and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM102572.

- 45 (02.04.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) Stanley Taylor and Joyce Meriel Taylor and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM59630.

- 46 (17.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Singh Sanghera and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM222850.

A: Property Register continued

- 47 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Sing Sanghera and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM86638.
- 48 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 15 April 2014 made between (1) Graham Frederick Simmons and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM895183.
- 49 (20.05.2014) The land has the benefit of the rights granted by a Deed dated 13 May 2014 made between (1) Rugbir Singh Jutla and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM616177.
- 50 (27.05.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Sean Adrian Mitchell and Katrina Jane Mitchell and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM494063.
- 51 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stanley Taylor and others and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM606681.
- 52 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) David John Burton and Camilla Jane Burton and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM456250.
- 53 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stephen Dodsworth and Laura Frances Dodsworth and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM304799.
- 54 (12.06.2014) The land has the benefit of the rights granted by a Deed dated 5 June 2014 made between (1) Camilla Jane Button and (2) Birmingham Airport Limited .
NOTE: Copy filed under MM17916.
- 55 (18.06.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Jacqueline Melbourn and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WK2817.
- 56 (23.06.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Mark Alan Stevens and Michelle Elizabeth Stevens and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM557264.
- 57 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) George Fentham Hampton In Arden Charity and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM649782.
- 58 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) Roger William Freeman and Maureen Ann Freeman and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM94164.
- 59 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Lawrence Hugo Boswell and (2) Birmingham Airport Limited.

A: Property Register continued

NOTE:-Copy filed under MM36022.

- 60 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) William Freeman & Sons Limited and (2) Birmingham Airport Limited.

NOTE 1: The consent of the proprietor of the charge dated 31 March 1982 of favour of Henry John West affecting title WM126592 was not produced on registration and the rights granted may be overridden in the event of the exercise of the power of sale.

NOTE 2:-Copy filed under MM31708.

- 61 (13.08.2014) The land has the benefit of the rights granted by a Deed dated 25 June 2014 made between (1) Ramon Ricardo Blower and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM144306.

- 62 (22.09.2014) The land has the benefit of the rights granted by a Deed dated 18 September 2014 made between (1) Doreen Edna Felton and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under MM36141.

- 63 (13.10.2014) The land has the benefit of the rights granted by a Deed dated 6 October 2014 made between (1) Barbara Tocher and Thomas Tocher and (2) Birmingham Airport Limited.

NOTE: Copy filed under WK8913.

- 64 (26.03.2015) The land has the benefit of the rights granted by a Deed dated 23 March 2015 made between (1) Geoffrey Hugh Cattell and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WK8913

- 65 (06.05.2016) The land has the benefit of any legal easements granted by a Deed dated 21 April 2016 made between (1) Steven Nevel Mills and Angela Josephine Mills and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM496911.

- 66 (07.12.2016) A new title plan to an amended extent and based on the latest revision of the Ordnance Survey Map has been prepared.

- 67 (30.10.1980) The annuities charged under the Tithe Act 1936 in respect of the land edged and numbered 1, 2, 3, 11, 12, 13 and 26 in blue on the filed plan in the Parish of Bickenhill affected thereby have been redeemed and the said land is free from liability for contribution towards the cost of Chancel repairs in the Parish of Bickenhill.

- 68 (22.11.2018) 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.

- 69 (04.02.2019) The land has the benefit of any legal easements granted by a Deed dated 29 January 2019 made between (1) Birmingham Airport Limited and (2) Severn Trent Water Limited.

NOTE: Copy filed under WK8913.

- 70 (21.03.2024) The description of the registered estate is an entry made under rule 5(a) of the Land Registration Rules 2003 and it is not a note to which paragraph 2 of Schedule 8 to the Land Registration Act 2002 refers that the registered estate includes the mines or minerals under the land edged and numbered in yellow on the title plan. The mines and minerals under the land edged and numbered in yellow on the title plan are only included in the registration to the extent that they were so included before a General Vesting Declaration of the land edged and numbered in yellow on the title plan dated 11 February 2022 in favour of The Secretary of State for Transport registered under MM194754.

Title number WM203034

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 (18.03.1988) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.
- 2 (06.01.2012) The proprietor's address for service has been changed.

C: Charges Register

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

- 1 (30.10.1980) A Conveyance of the land edged and numbered 7 in blue on the filed plan dated 15 August 1931 made between (1) William Henry Lowe (Vendor) and (2) Harry Johnson (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (30.10.1980) A Conveyance of the land edged and numbered 5 in blue on the filed plan dated 25 October 1932 made between (1) Fred Clift Gillman (Vendor) and (2) Raymond Ernest Nicholls (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (30.10.1980) A Conveyance of the land edged and numbered 2 in blue on the filed plan and other land dated 12 October 1935 made between (1) Horace Henry Hailstone and Winifred Ellen Hailstone and (2) Douglas Dyer James (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (30.10.1980) The land edged and numbered 9 in blue on the filed plan is subject to the following rights reserved by a Conveyance thereof dated 4 May 1937 made between (1) William Henry Lowe and (2) Birmingham Corporation:-

"Subject to the rights of adjoining owners thereover."

5 (30.10.1980) A Conveyance of the land edged and numbered 8 in blue on the filed plan dated 15 May 1937 made between (1) Albert Taylor (Vendor) and (2) Birmingham Corporation (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 6 (15.10.1996) The land edged and numbered 16 and 17 in blue on the filed plan and other land is subject for a term of 50 years from 24 June 1952 to rights in respect of electric lines and rights of way granted by a Lease of the land edged and numbered 4 in blue on the filed plan dated 18 November 1952 to the Midlands Electricity Board.
- 7 (30.10.1980) The land edged and numbered 17 in blue on the filed plan is subject for a term of 50 years from 24 June 1968 to rights in respect of electric lines and and over the said land edged and numbered 17 in blue on the filed plan as granted by a Lease dated 28 May 1968 of an electricity sub-station lying to the East of the land in this title made between (1) Birmingham Corporation and (2) The Midlands Electricity Board.
- 8 (30.10.1980) The part of the land affected thereby is subject to the following rights granted by a Deed dated 16 July 1973 made between (1) Birmingham Corporation (Grantor) and (2) John Joseph Nash and Sheila Nash (Grantees):-

"The Grantor as Beneficial owner hereby grants unto the Grantees full right and liberty for the Grantees and their successors in title the owners and occupiers for the time being of the Property and their respective servants and licencees (in common with the Grantor and all others having the like right) for all purposes connected with the use and enjoyment of the Property as a private dwellinghouse:-

(a) At all times hereafter by day or night to pass to or from the Property from or to the said highway along the roadway with or without

C: Charges Register continued

vehicles of any description and with or without animals

(b) Full right and liberty for the Grantees and their successors in title the owners and occupiers for the time being of the Property (but within the period of eighty years from the date hereof which shall be the perpetuity period applicable hereto) to lay all necessary mains pipes wires cables and drains under the roadway for the purpose of the supply of water gas or electricity to or for the drainage of the Property and for the purpose of inspecting cleansing repairing and maintaining any such mains pipes wires cables and drains to enter upon the roadway doing thereby as little damage as possible and making compensation for all damage done

(c) Full right of free passage and running of water soil electricity and gas through the said pipes wires drains sewers and cables under through or above the roadway."

NOTE: The roadway coloured brown referred to is edged and numbered 10 in blue on the filed plan.

- 9 (30.10.1980) The land is subject to the following rights reserved by a Transfer of the land edged and numbered 1, 2 and 3 in blue on the filed plan and other land dated 20 September 1973 made between (1) Henny Gestetner and (2) Birmingham Corporation:-

"EXCEPT AND RESERVED unto the Transferor (which expression shall include her successors in title and assigns) the right of access with or without vehicles from any part of the property comprised at the date hereof in Title No WK2163 (which property is hereinafter called "the retained land") and abutting upon the land hereby transferred to and from any roads now or at any time constructed on the land hereby transferred at such places along the whole frontage of such roads as abuts the retained land as will enable the Transferor to carry out any development whatsoever for which the Transferor shall obtain planning permission on the retained land."

- 10 (30.10.1980) The land land edged and numbered 5, 6, 8, 9, 10, 14, 15, 20 and 28 in blue on the filed plan is subject to the following rights reserved by a Conveyance thereof dated 19 September 1980 made between (1) The City of Birmingham District Council (City) and (2) The County Council of West Midlands (County):-

"EXCEPT AND RESERVED unto the City as set out in the Second Schedule hereto

THE SECOND SCHEDULE before referred to

There are excepted and reserved to the City out of the property hereby conveyed:-

(a) the free and uninterrupted passage and running of water soil gas and electricity over through and along all sewers drains watercourses pipes wires and cables in on or under the said property to and from the adjoining or adjacent land and property of the City with the right for the City (subject to prior written notice at such times and subject to such conditions as may be specified by the County) to enter on the said land for the purpose of repairing cleansing and maintaining the said sewers drains watercourses pipes wires and cables subject to it making good all damage caused by such entry except in so far as such entry may be necessitated by the act or omission of the County or its servants Lessees or Agents

(b) all such rights of way water light drainage air or other easements or quasi-easements of any kind whatsoever in under or over the said property as are now used or enjoyed by the City its Lessees or Tenants in respect of the adjoining or adjacent land and property of the City

(c) the full right and liberty for the City and statutory undertakers (subject as provided in paragraph (a) above) to enter upon the said land for the purpose of constructing and maintaining pipes wires and cables subject to it making good damage caused by such entry except in so far as such entry may be necessitated by any act or omission of the County its lessees servants or agents

C: Charges Register continued

(d) the right for the City and its Lessees and occupiers of adjacent or adjoining land (subject as provided in paragraph (a) above) to enter upon the said land for the purpose of carrying out repairs renewals or maintenance or any adjacent or adjoining premises as may be necessary from time to time and to place thereon ladders and other apparatus and materials necessary for this purpose."

- 11 (30.10.1980) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 3 March 1983 made between (1) The County Council of West Midlands (Council) and (2) The Midlands Electricity Board (Board):-

"Full and right and liberty for the Board and its successors in title the owners and occupiers for the time being of the land in the County of West Midlands known as electricity substation site at the rear of 76A Elmdon Lane aforesaid and delineated on the plan numbered D28858/1 annexed hereto ALL THAT full and free right and liberty for the Board their servants workmen and others authorised by them in common with all other persons having the like right at all reasonable times during the day (except in emergencies) to pass and repass at all times and for all purposes and in particular to convey plant machinery and other apparatus and materials over and along the adjoining land of the Council being the piece of land or way shown on the said Plan and thereon coloured blue TOGETHER ALSO with full and free right and liberty for the Board their servants workmen and others authorised by them to lay and thereafter from time to time repair inspect and maintain re-lay and remove electric lines for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereto (the right hereby granted to include the right to lay additional apparatus to that originally laid in contradistinction from and in addition to the right already given to replace apparatus) under the said land coloured blue and for any of the purposes aforesaid to enter upon such piece of land and to break up and excavate so much thereof as may from time to time be necessary and remove and dispose of any surplus earth PROVIDED that in so doing the Board shall cause as little damage as may be to such piece of land (and such estate and service roads and footpaths) and shall in all respects make good and restore the surface thereof.

NOTE: The land coloured blue referred to is edged and numbered 27 in blue on the title plan.

- 12 (28.07.1983) The parts of the land affected thereby is subject to the rights granted by a Deed of Grant dated 28 June 1983 made between (1) The County Council of West Midlands and (2) Severn Trent Water Authority. The said Deed also contains restrictive covenants

NOTE: Copy filed.

- 13 (11.02.1985) A Deed dated 16 January 1985 made between (1) The County Council of West Midlands and (2) The City of Birmingham District Council relates to airspace and footbridge on the land edged and numbered 26 in blue on the title plan.

NOTE: Copy filed.

- 14 (26.03.1986) Lease dated 4 March 1986 of land edged and numbered 1 in brown on the title plan to Godfrey Davis Europcar Limited from 4 March 1986 to 31 March 2009 at the rent of £5,400 subject to review.

NOTE 1: The lease grants and reserves rights of drainage and rights in respect of water, gas, electricity and other services. The lease also grants rights to install fuel tanks and ancillary equipment under the land tinted mauve on the filed plan and to use the said land together with all Airport Roads and routes for access and egress and the right to enter the said land for building and maintenance purposes. The lease also reserves rights to affix notices, scaffolding appliances and other apparatus to the property leased or the adjoining property and rights of access in respect thereof

NOTE 2: The lease comprises also other land.

- 15 (25.02.1987) The land edged and numbered 2 in mauve on the filed plan

C: Charges Register continued

is subject to a provision to grant a lease contained in a Lease of adjoining land numbered 1 in mauve on the filed plan dated 4 May 1989 to The Prudential Assurance Company Limited for 125 years from 10 November 1986.

NOTE: Copy filed under WM467149.

- 16 (26.05.1989) 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.

- 17 (07.08.1989) The land edged and numbered 2 in brown on the title plan is subject to an Option to take a lease contained in a Lease of Terminal 2 edged and numbered 3 in brown on the title plan dated 1 August 1989 to Euro-Hub (Birmingham) Limited for 99 years from 25 March 1989.

NOTE: Copy filed under WM474034.

- 18 (20.11.1992) The land is subject to the rights granted by a Deed dated 7 October 1992 made between (1) Birmingham International Airport Plc and (2) Esso Petroleum Company Limited. The said Deed also contains restrictive covenants.

NOTE: Copy filed.

- 19 (08.01.1993) A Conveyance of the Airport Hotel dated 7 February 1969 made between (1) The Lord Mayor Aldermen and Citizens of the City of Birmingham and (2) Mitchells & Butlers Limited contains covenants by the Vendor details of which are set out in the schedule of restrictive covenants hereto.

By a Deed dated 23 March 1992 made between (1) Bass Holdings Limited and (2) Birmingham International Airport Plc the said covenants were expressed to be released in the following terms:-

"1. In pursuance of the said agreement and in consideration of the covenant by the Airport Company hereinafter contained Bass hereby releases the Airport Company and its successors in title from the Restriction so far as only as it relates to the storage by Forte (UK) Limited or intoxicating liquor on the Property for supply to aircraft and the sale and supply of such intoxicating liquor to aircraft operating companies solely for sale on aircraft

2. The Airport Company hereby covenants with Bass to pay their reasonable legal costs and disbursements including the Value Added Tax thereon in connection with the negotiation and completion of this Deed."

- 20 (21.04.1994) A Deed of Rectification dated 21 March 1994 made between (1) Birmingham International Airport plc and (2) Esso Petroleum Company Limited relates to the rectification of the plan to the Deed dated 7 October 1992 made between the said parties and which is referred to above

NOTE: Copy filed.

- 21 (26.06.1996) The land hatched brown on the filed plan is subject to the rights granted by a Deed of Grant dated 14 September 1995 made between (1) Birmingham International Airport PLC and (2) Severn Trent Water Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 22 (15.10.1996) The land tinted blue on the filed plan is subject to an exclusive right of way granted by a Lease of the land edged and numbered 4 in brown on the title plan dated 6 November 1990 to National Car Park Limited for 99 years from 6 November 1990.

NOTE: Copy filed under WM518898.

- 23 (03.04.2001) A Deed of Variation dated 23 January 2001 made between (1)

C: Charges Register continued

Birmingham International Airport Limited and (2) Esso Petroleum Company Limited relates to the variation of the plans to the Deeds dated 7 October 1992 and 21 March 1994 referred to above.

NOTE: Copy filed.

- 24 (26.04.2004) UNILATERAL NOTICE affecting the land edged and numbered 3 and 4 in mauve on the title plan in respect of a pending Land Action for a new tenancy under the Landlord & Tenant Act 1954.
- 25 (26.04.2004) BENEFICIARY: Menlo Worldwide Forwarding Inc of Worldwide House, Unit 19, Airlinks, Spitfire Way, Heston, Middlesex TW5 9NR and of Elmdon Building, Birmingham International Airport B26 3QN and of Menlo Worldwide Forwarding Inc, 317-325 South State Street, Dover, Delaware.
- 26 (20.04.2005) By a Deed dated 13 April 2005 made between (1) Mitchells & Butlers Retail Limited and (2) Birmingham International Airport Limited the covenants contained in the Conveyance dated 7 February 1969 referred to above were expressed to be released.

NOTE: Copy filed.

- 27 (22.01.2015) The land is subject for a term commencing 9 January 2015 to 8 January 2035 to the rights granted by a lease dated 9 January 2015 of an apron site, Birmingham Airport made between (1) Birmingham Airport Limited and (2) Marshall of Cambridge Aerospace Limited.

NOTE: Copy filed under MM47211.

- 28 (22.01.2015) (22.01.2015) The land is subject for a term commencing 9 January 2015 to 8 January 2035 to the rights granted by a lease dated 9 January 2015 of a hangar and FBO at Birmingham Airport made between (1) Birmingham Airport Limited and (2) Marshall of Cambridge Aerospace Limited.

NOTE: Copy filed under MM47214.

- 29 (05.08.2015) By a Deed dated 28 July 2015 made between (1) Birmingham Airport Limited and (2) Esso Petroleum Company Limited the rights granted by and the covenants contained in the Deed dated 7 October 1992 varied by a Deed dated 21 March 1994 and a Deed dated 23 January 2001 referred above have been released.

Note:- Copy filed under WK8913.

- 30 (05.08.2015) The land is subject to the rights granted by the Deed dated 28 July 2015 referred to above.

NOTE:-Copy filed under WK8913.

- 31 (09.12.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under MM72383.

- 32 (30.01.2018) By a Deed dated 1 December 2017 made between (1) Birmingham Airport Limited and (2) Severn Trent Water Limited certain of the easements and covenants contained in the Deed of Grant dated 28 June 1983 referred to above were released as therein mentioned.

NOTE:- Copy filed.

- 33 (25.03.2024) The land tinted blue and brown on the title plan is subject to any easements created by the High Speed Rail (London - West Midlands) General Vesting Declaration No. 923 dated 16 February 2022.

As to the land tinted blue on the title plan, the General Vesting Declaration also contains restrictive covenants.

NOTE: Copy filed under MM65462.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 15 August 1931 referred to in the Charges Register:-

"The Purchaser for himself and his successors in title and so as to bind the land hereby conveyed into whosoever hands the same may come and for the benefit of the whole of the Vendors estate known as The Newlands Farm and the land conveyed to him by the said Conveyance of the third day of October One thousand nine hundred and twenty seven hereby covenants with the Vendor as follows:-

(i) That no trade business or profession shall be carried on on the said piece of land or upon any building erected thereon or on any part thereof but that the same shall be used and kept solely as a private dwellinghouse

(ii) That not more than one dwellinghouse with suitable outbuildings thereto shall be erected upon the said piece of land to a building line fifteen yards from Coventry Road aforesaid and that there shall be spent upon such buildings the sum of Seven hundred and fifty pounds at least in prime cost of materials and labour only the plans for which dwellinghouse shall be approved by the Vendor

(iii) That the Purchaser will forthwith fence the land hereby conveyed from other land of the Vendor with a substantial fence at least four feet high to be approved by the Vendor and will keep and maintain such fence in good and substantial repair

Provided always that the Purchaser or other the owners for the time being of the premises hereby conveyed shall as regards any of the aforesaid covenant which are restrictive of the user of the land be liable only in respect of breaches which occur while he or they shall respectively be owner or owners of the land or of the part thereof in respect of which any breach occurs And it is hereby declared that the before mentioned covenants on the part of the Purchaser are for the protection and benefit of the Vendor and his personal representatives only and do not form part of a building scheme."

- 2 The following are details of the covenants contained in the Conveyance dated 25 October 1932 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendor that the Purchaser and the persons deriving title under him will at all times hereafter observe and perform the following covenants and conditions in respect of the land hereby conveyed namely:-

That private dwellinghouses only with or without Garages and other outbuildings for use in connection therewith shall be erected on the land hereby conveyed such buildings to be in accordance with plans and specifications to be first submitted to and approved by the Vendor or his Surveyor and each such dwellinghouse to cost in materials and labour alone the sum of Four hundred and Fifty pounds at least."

- 3 The following are details of the covenants contained in the Conveyance dated 12 October 1935 referred to in the Charges Register:-

THE Purchaser as to the piece of land hereby first conveyed and with intent to bind all persons in whom the said piece of land shall for the time being be vested but not so as to be personally liable under this Covenant for breaches committed after he has parted with all interest in the said land hereby covenants with the said Horace Henry Hailstone as follows namely:-

Not to carry on upon the said land or any part thereof the trade or business of a Garage or Petrol Station or any kindred trade or business and that no noisy noxious or offensive trade or business shall be carried on upon the said hereditaments or on any part thereof

NOTE: The land edged and numbered 2 in blue on the filed plan form part of the land first conveyed referred to.

- 4 The following are details of the covenants contained in the Conveyance dated 15 May 1937 referred to in the Charges Register:-

"The Corporation hereby covenant with the Vendor with the object and

Schedule of restrictive covenants continued

intent of affording to the Vendor a full and sufficient indemnity but not further or otherwise that the Corporation will maintain a good and substantial post and rail or wire fence sufficient in all respects to fence out horses and cows along such boundaries of the said piece of land hereby conveyed as are marked with a "T" on the plan annexed hereto and also not to erect on the said land any building of a permanent nature unless built with brick and slated or tiled."

NOTE: T marks affect the Western Eastern and Southern boundaries of the land edged and numbered 8 in blue on the filed plan.

- 5 The following are details of the covenants contained in the Conveyance dated 7 February 1969 referred to in the Charges Register:-

"FOR the benefit and protection of the property hereby conveyed the Corporation hereby covenants with the Company that the Corporation will not at any time hereafter subject as mentioned below use or permit to be used the adjoining land forming the site of the Corporation's Airport belonging to them within the broken black line on Plan No.2 annexed hereto or any building erected or to be erected thereon which shall include any future addition to or extension of the Corporation's Airport without the previous consent in writing of the Company for the manufacture storage sale or supply of intoxicating liquors of any kind whatsoever or as a club at which intoxicating liquors shall be sold supplied or consumed provided nevertheless that the terminal buildings at present standing on the said land shall be excluded from the said restriction to the intent that and so long as the Corporation or their Lessees or Tenants of the said terminal buildings purchase from the Company or its nominees at the Company's tied house prices from time to time in force for the whole of the beers wines spirits and other intoxicating liquors required and stocked at and sold and consumed at the said terminal buildings PROVIDED THAT this restriction shall remain in force only so long as the property hereby conveyed continues to be used as a hotel and in any event it shall cease to have effect altogether on 29 September 2037."

NOTE: No copy of plan number 2 referred to has been produced.

Schedule of notices of leases

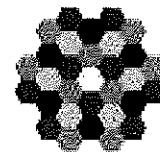
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	27.06.1995 edged and numbered 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 23, 24 and 25 in blue	Part of Birmingham International Airport	31.03.1995 999 years from 31.3.1995	WM614956
	NOTE: The lease comprises also other land			
2	09.12.2016 edged and numbered 15 in blue (part of)	site of a runway extension site, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154
	NOTE 1: The lease comprises also other land.			

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

NOTE 3: During the subsistence of this lease, the lease dated 31 March 1995 referred to above takes effect as an underlease.

NOTE 4: Copy filed under MM72383

End of register



**Official copy
of register of
title**

Title number WM210117

Edition date 28.07.2023

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:06.
- 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 26 Jul 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (20.01.1981) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the south side of Coventry Road, Bickenhill, Solihull.
- 2 The mines and minerals under the land tinted blue together with ancillary rights of working are excepted.
- 3 A Conveyance of the land tinted brown on the title plan dated 27 January 1923 made between (1) Allen Sharp (Vendor) and (2) Nellie Morgan (Purchaser) contains the following provision:-

DECLARATION that the Purchaser and the persons deriving title under her should not become entitled to any right of light and air which would in any way prejudicially affect the free and unrestricted user by the Vendor and the persons deriving title under him of any adjoining property of the Vendor for building or other purposes.
- 4 The Conveyance dated 29 June 1934 referred to in the Charges Register contains the following provision:-

"IT is hereby agreed and declared that the Purchaser shall not by reason of this Conveyance or otherwise be deemed or entitled to have or acquire whether by prescription or otherwise any right to light or air or access of light or air to or over the property hereby conveyed from any adjoining or neighbouring lands or buildings of the Vendor or the neighbouring owners or his or their lessees or tenants which would thereafter restrict or interfere with the free user or the manner in which he or they may deal with the whole or any part of his or their adjoining or neighbouring land for buildings or any other purpose."
- 5 A Conveyance of the land tinted pink on the title plan dated 6 February 1935 made between (1) Nellie Morgan (Vendor) and (2) Norman Frank Morgan contains the following provision:-

"IT IS hereby agreed and declared that the Purchaser and the persons deriving title under him shall not become entitled to any right of light or air which would in any way prejudicially affect the free and unrestricted user by the Vendor or her predecessors in title and the persons deriving title under her or them of any of the adjoining property of the Vendor or her predecessors in title for building or other purposes."

A: Property Register continued

- 6 A Conveyance of the land in this title dated 29 July 1942 made between (1) Norman Frank Morgan (2) Nellie Morgan (Second Vendor) (3) Caroline Edith Olive Honeybone (4) Robert Ross Seymour and (5) G Brady & Co Limited (Company) contains the following provision:-

"IT IS HEREBY DECLARED that the Company shall not become entitled to any easement or right of light or air or other easement or right which would restrict or interfere with the free use of the adjoining land of the Second Vendor or any person deriving title under her for building or any other purpose."

- 7 (24.11.2015) The land has the benefit of the legal easements reserved by a Lease dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive for a term of 999 years from 3 November 2015.

NOTE:-Copy filed under MM61736.

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 (31.01.2013) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham International Airport, Birmingham B26 3QJ.
- 2 (24.11.2015) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the applicant's conveyancer that the provisions of clause 4.1.5 of a Deed of Easement dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive have been complied with or that they do not apply.

C: Charges Register

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

- 1 A Conveyance of the land tinted blue on the title plan dated 29 June 1934 made between (1) Herbert Joseph Cattell (Vendor) (2) John Carr Lord and The Reverend Ernest Albert Smith and (3) Nellie Morgan (Purchaser) contains the following covenants:-
- "THE Purchaser so as to bind the hereditaments hereby conveyed into whosoever hands the same may come but not so that the Purchaser shall be personally liable for damages in respect of any breach occurring after she shall have parted with all her interest in the said hereditaments hereby covenants with the Vendor as follows:-
- (a) The Purchaser shall forthwith erect and forever hereafter maintain a suitable and substantial wall or fence at least four feet in height on the south and west sides of the property hereby conveyed
- (b) The Purchaser shall not carry on upon the property hereby conveyed any noisy noxious or offensive trade or business nor use the property for any purpose whatsoever which might be or which might grow to be a nuisance or annoyance to the adjoining or neighbouring owners and occupiers."
- 2 (24.11.2015) The land is subject to any rights that are granted by a Deed of Grant dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

Title number WM210117

C: Charges Register continued

NOTE: Copy filed under MM61736.

- 3 (29.06.2016) The land is subject to any rights that are granted by a lease of the site of a runway extension at Birmingham Airport dated 26 June 2013 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited for a term of 51 years from 19 June 2013 and affect the registered land.

NOTE:-Copy filed under MM72383.

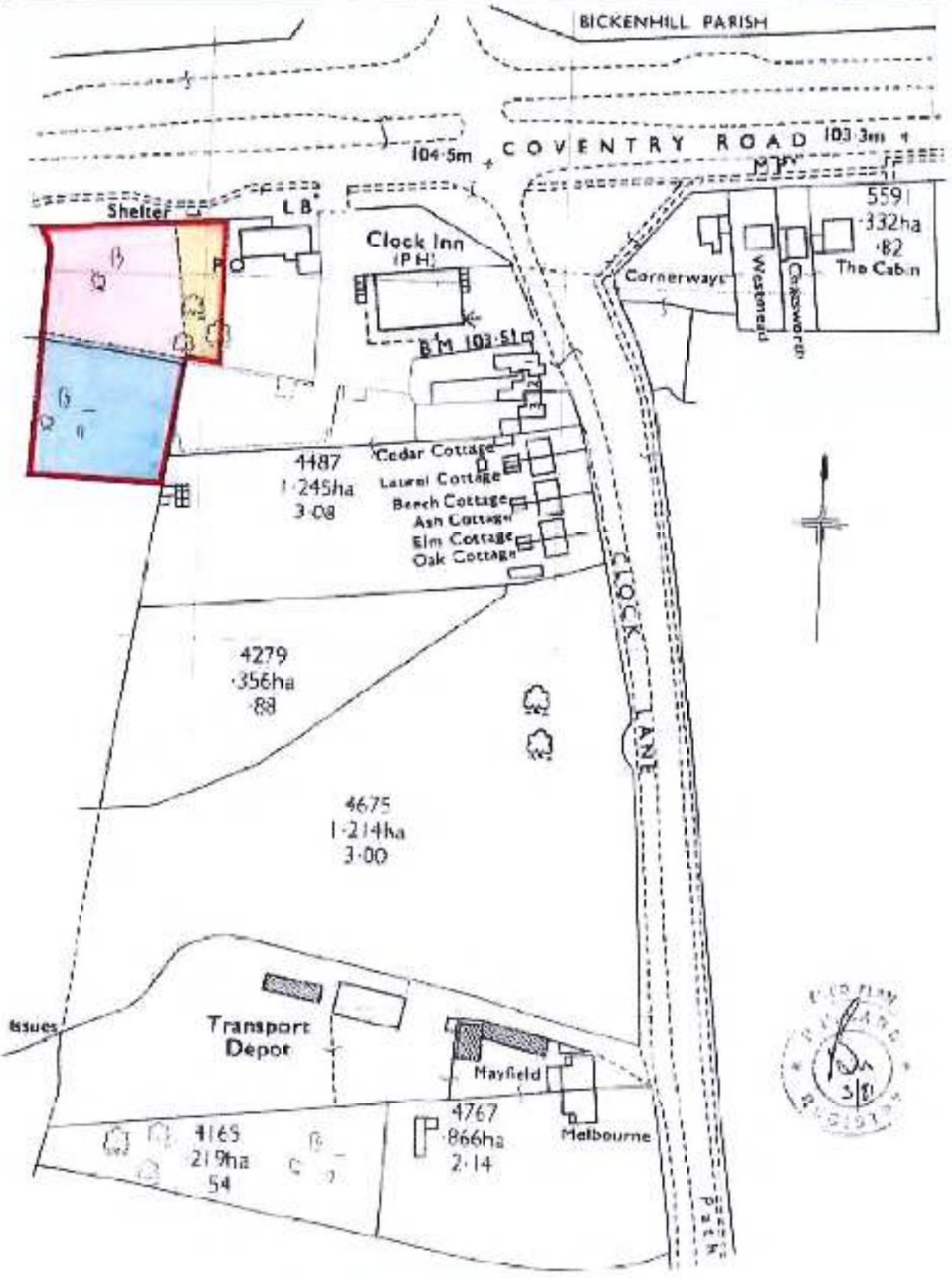
- 4 (28.07.2023) The land is subject to any rights that are vested, pursuant to a general vesting declaration dated 30 December 2022 in National Highways Limited and which affect the registered land.

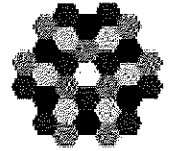
The said Deed also contains restrictive covenants.

NOTE:-Copy filed under WM940948.

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		WM210117	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WEST MIDLANDS		SP 1882
			SECTION
			C
Scale 1:1250 Entered from 1:2500		NOIHILL DISTRICT	© Crown copyright 1978





Official copy of register of title

Title number WM225647

Edition date 05.08.2020

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:07.
- 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 26 Jul 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (17.07.1981) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings on the south side of Coventry Road, Elmdon.
- 2 The land tinted pink and tinted yellow on the filed plan has the benefit of the following rights granted by a Conveyance thereof and other land dated 10 August 1921 made between (1) Elizabeth Louisa Alston-Roberts-West (Vendor) (2) Alexander Finlay and others (Trustees) and (3) James Frank Buckingham (Purchaser):-

"Together with the easements or rights in the nature of easements mentioned in Part Two of the said Second Schedule.

THE SECOND SCHEDULE above referred to

Part Two

Particulars of Easements or rights in the nature of Easements granted to the Purchaser

(a) A right to take water from the spring in the Jungle Number 65 on the said plan by means of the existing pipes passing through Number 65 and through Numbers 66, 87 and 65a on the said plan or some of them or any pipes to be substituted therefor for the use of the hereditaments hereby conveyed and to enter on Numbers 65, 66 87 and 65a from time to time so far as may be necessary for the purpose of repairing or renewing the said pipes."

The said Conveyance also contains the following covenants:-

"The Purchaser for himself and his assigns hereby covenants with the Vendor and her assigns that he the Purchaser his heirs executors administrators or assigns will at all times hereafter (so long as the water supply to the hereditaments hereby conveyed shall be taken from the Jungle Number 65 on the plan drawn on these presents in pursuance of the easement for that purpose hereby granted maintain and keep the water supply and drainage systems and all pipes and apparatus connected therewith and with the overflow of water from the land in good and efficient repair and condition so as to prevent the escape of water or sewage therefrom (otherwise than in regard to effluent from the

A: Property Register continued

cesspool be means of the outfluent pipe leading to the stream on the east side of Number 83) and so as not to cause any nuisance annoyance costs damages claims or demands to or upon the owners or occupiers of the hereditaments through which the water supply drainage or overflow passes or any adjoining or adjacent hereditaments and will forthwith make good any damage caused to the surface of the said hereditaments through which the water supply drainage overflow passes or of any adjoining or adjacent hereditaments and keep the said owners and occupiers indemnified from all other costs damages claims or demands by the exercise of the rights aforesaid."

NOTE: Copy plan filed.

- 3 The land edged blue on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof and other land dated 28 September 1928 made between (1) Emily Ada Robinson and others (Vendors) and (2) Frederick William Brampton (Purchaser):-

"Together with the easements or rights in the nature of easements mentioned in part 1 of the Second Schedule hereinafter written excepting and reserving unto the Vendors and the parties entitled thereto the easements or rights in the nature of easements mentioned in part 2 of the said Second Schedule.

THE SECOND SCHEDULE above referred to

Part 1

Particulars of easements or rights in the nature of easements granted to the Purchaser

All rights quasi easements powers and privileges in the nature of light and air drainage way passage and other easements quasi easements powers and privileges of a continuous nature hitherto used occupied and enjoyed in connection with the property hereby conveyed over or in connection with the adjoining properties now belonging to the Vendors and formerly forming part of the Dunstan House Estate

Part 2

Particulars of easements or rights in the nature of easements reserved out of this Conveyance

(a) The right for the Vendors and the Owners for the time being of the adjoining or adjacent property known as "The Gables" to such and additional supply of water from the supply at Dunstan House as the overflow or excess from Dunstan House may afford so long as water is pumped from the hydraulic ram on the property hereby conveyed to Dunstan House

(b) All rights quasi easements powers and privileges in the nature of light and air drainage way passage and other easements quasi easements powers and privileges of a connection with the adjoining or adjacent property now belonging to the Vendors and forming part of the Dunstan House Estate over or in connection with the property hereby conveyed."

- 4 The Conveyance dated 15 August 1949 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the Purchasers shall not become entitled to any easement or right of light or air or other easement or right which would restrict or interfere with the free use of the adjoining land by the Vendor or any person deriving title under him for building or any other purpose."

- 5 (26.04.2012) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 6 (19.10.2012) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered MM10839 in green on the title plan dated 9 October 2012 made between (1) Birmingham Airport Limited and (2) Thomas John Sheen, Frank Philip Jewitt and Julian Christopher Pearson-Griffiths as Trustees of

Title number WM225647

A: Property Register continued

the Birmingham Exiles Rugby Football Club.

NOTE:-Copy filed under MM10839.

- 7 (24.11.2015) The land has the benefit of any legal easements reserved by a Lease dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive for a term of 999 years from and including 3 November 2015.

NOTE:-Copy filed under MM61736.

- 8 (05.08.2020) 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.

- 9 (05.08.2020) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered MM143683 in green on the title plan dated 21 November 2018 made between (1) Birmingham Airport Limited and (2) Birmingham City Council but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under MM143683.

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 (26.10.2009) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.
- 2 (26.10.2009) The price stated to have been paid on 9 October 2009 was £855,000.
- 3 (06.01.2012) The proprietor's address for service has been changed.
- 4 (24.11.2015) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the applicant's Conveyancer that the provisions of clause 4.1.5 of a Deed of Easement dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive have been complied with or that they do not apply.

C: Charges Register

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

- 1 The land is subject to the rights granted by a Deed dated 2 April 1941 made between (1) George Millward Steedman (2) George Arthur Charles Pettitt and (3) Birmingham Corporation. The said deed also contains restrictive covenants.

NOTE: Original filed.

- 2 The land tinted blue on the filed plan is subject to the following rights granted by a Conveyance thereof and other land dated 6 December 1944 made between (1) George Millward Steedman (Vendor) and (2) H Dare & Son Limited (Purchasers):-

Subject also to the rights of the owners and occupiers of the adjoining property known as "The Hollies" to take water from the spring mentioned in the said Third Schedule hereto and the right of drainage from "The Hollies" and two cottages situate on the Village Farm to the cesspool referred to in the said Third Schedule in so far as such easements or rights are now subsisting and exercisable And subject also to the rights of way (if and so far only as the same may be now subsisting)

C: Charges Register continued

shown on the plan annexed hereto as running from Damson Lane along the northern boundaries of Numbers 82 and 66 and across Number 65a to or towards Hargrave Hill.

NOTE 1: The cesspool referred to in the Third Schedule has been reproduced on the filed plan

NOTE 2: No copy of the plan referred to was supplied on first registration.

- 3 The land tinted pink on the filed plan is subject to the following rights reserved by a Conveyance thereof dated 15 August 1949 made between (1) John Douglas (Vendor) (2) Lloyds Bank Limited (Bank) and (3) Wilmot-Breeden Limited (Purchasers):-

EXCEPTING NEVERTHELESS and reserving unto the Vendor the right for the Vendor and the persons deriving title under him to the running of sewage and drainage through the existing pipe or pipes through or under the said property hereby conveyed from the adjoining property now belonging to but retained by the Vendor to the cesspool marked on the said plan together with the right at all reasonable times to enter upon the property hereby conveyed for the purposes of cleansing repairing renewing or maintaining such drainage system.

NOTE: The cesspool referred to has been reproduced on the filed plan.

- 4 (29.07.2014) The land is subject to the rights granted by a Deed dated 17 July 2014 made between (1) Birmingham Airport Limited and (2) Severn Trent Water Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 5 (24.11.2015) The land is subject to any rights that are granted by a Deed dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MM61736.

- 6 (20.03.2017) 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.

- 7 (20.03.2017) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under MM72383.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	09.12.2016 tinted pink (part of): tinted blue (part of)	site of a runway extension, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

End of register

HM Land Registry
Official copy of
title plan

Title number WM225647

Ordnance Survey map reference SP1782NW

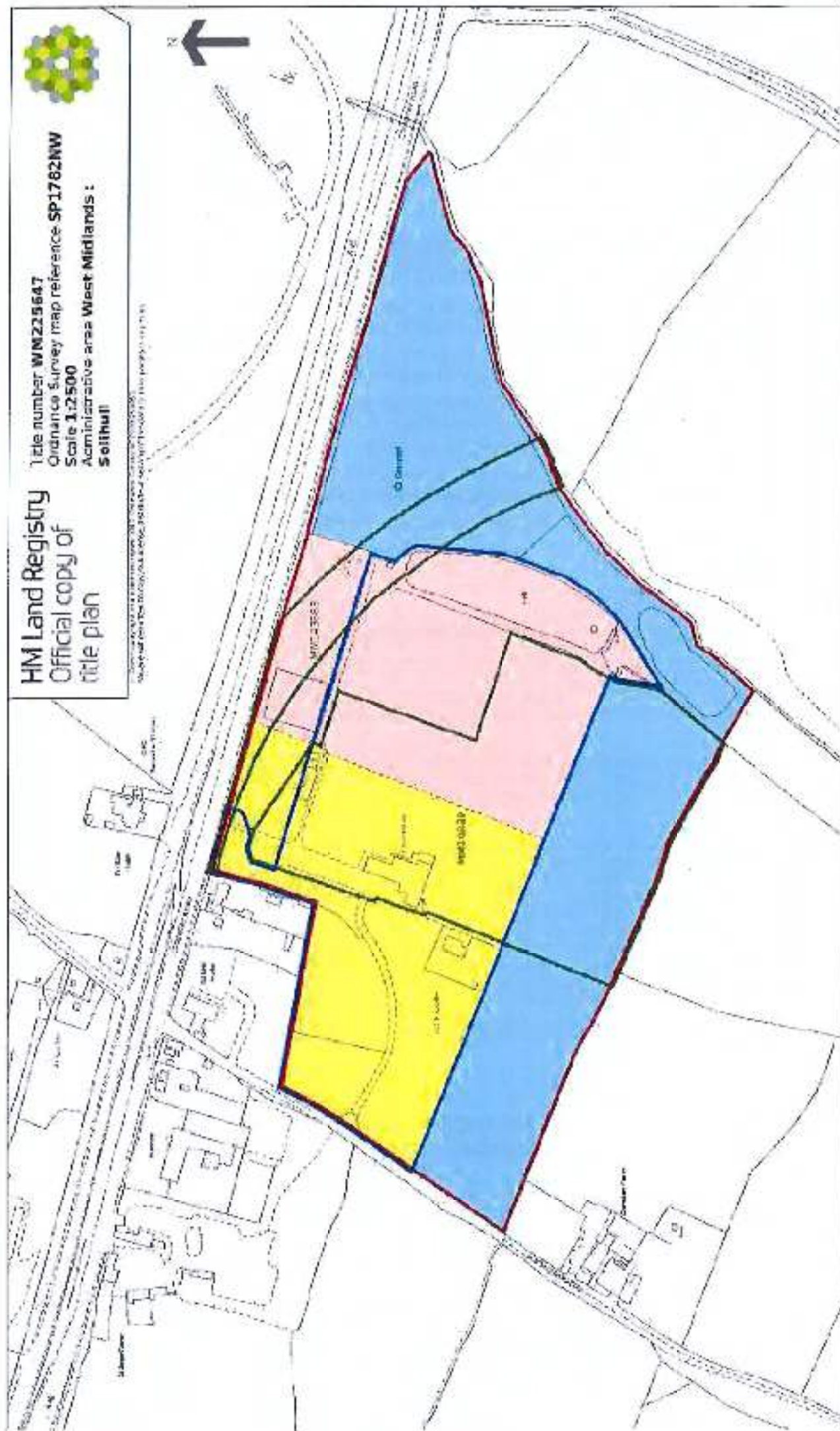
Scale 1:2,500

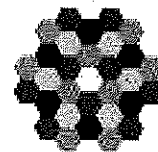
Administrative area West Midlands :

Solihull



Map of the title plan overlaid on an Ordnance Survey map





**Official copy
of register of
title**

Title number WM426768

Edition date 06.01.2012

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:06.
- 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 26 Jul 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (10.08.1949) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the North side of Airport Way.
- 2 The land has the benefit of the following rights reserved by a Transfer of the land adjoining the land in this title dated 20 September 1973 made between (1) Henny Gestetner (Transferor) and (2) Birmingham Corporation:-

"EXCEPT AND RESERVED unto the Transferor (which expression shall include her successors in title and assigns) the right of access with or without vehicles from any part of the property comprised at the date hereof in Title No. WK2163 (which property is hereinafter called "the retained land") and abutting upon the land hereby transferred to and from any roads now or at any time constructed on the land hereby transferred at such places along the whole frontage of such roads as abuts the retained land as will enable the Transferor to carry out any development whatsoever for which the Transferor shall obtain planning permission on the retained land."

NOTE: The land in this title formerly comprised part of title WK2163.

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 (17.10.1988) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.
- 2 (06.01.2012) The proprietor's address for service has been changed.

Title number WM426768

C: Charges Register

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

- 1 (27.06.1995) 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.

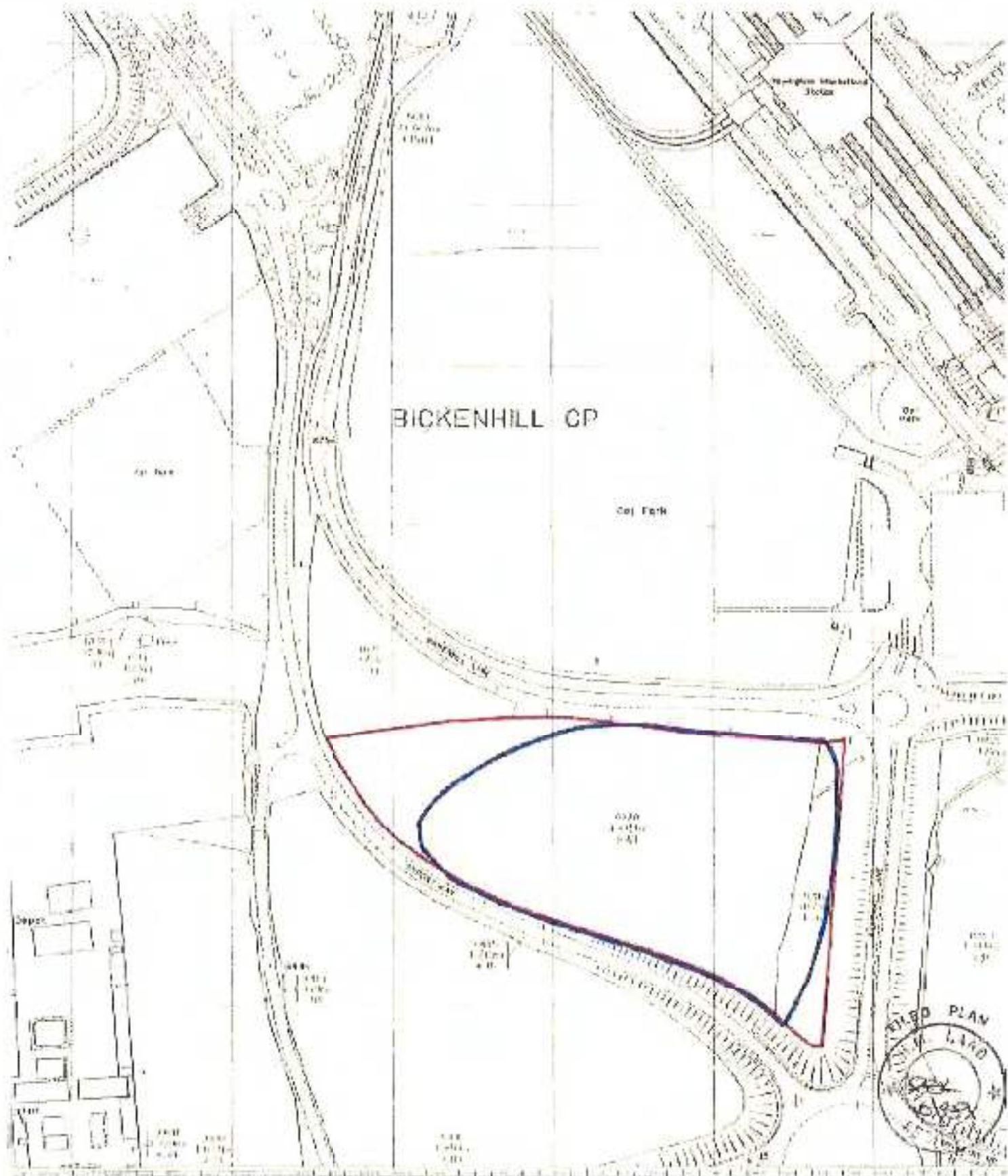
Schedule of notices of leases

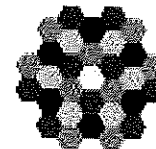
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	27.06.1995 edged blue	Part of Birmingham International Airport	31.03.1995 999 years from 31.3.1995	WM614956

NOTE: The lease comprises also other land

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		WM426768	
OLDMANOR SURVEY PLATE REFERENCE	SP 1883	SECTION	Scale 1:2500
COUNTY WEST MIDLANDS	DISTRICT SOLICIT	© Crown Copyright	





**Official copy
of register of
title**

Title number WM442617

Edition date 06.01.2020

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:05.
- 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 26 Jul 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the South of Coventry Road and Hargrave Farm, Bickenhill.
- 2 The mines and minerals are excepted from the land tinted yellow on the filed plan.
- 3 The land tinted pink and tinted blue on the filed plan has the benefit of a right of way over the roadway tinted brown on the filed plan.
- 4 (08.01.2014) The land has the benefit of the rights granted by a Deed dated 20 November 2013 made between (1) Peter Charles Steele Hayfield and Jean Margaret Hayfield and (2) Birmingham Airport Limited.
NOTE: Copy filed under MM14145.
- 5 (22.01.2014) The land has the benefit of the rights granted by a Deed dated 21 November 2013 made between (1) Stephen Edward Thompson and Linda Marie Thompson and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM668387.
- 6 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 10 December 2013 made between (1) Joyce Jones and Annette Davis and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM511057.
- 7 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 20 December 2013 made between (1) Edyth Tydfil Freke and (2) Birmingham Airport Limited.
NOTE: Copy filed under WM197555.
- 8 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 19 December 2013 made between (1) Anthony John Keeler and (2) Birmingham Airport Limited.
NOTE: Copy filed under MM14145.
- 9 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Kenneth George Dawson and

A: Property Register continued

Angela Cameron Dawson and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM317555.

- 10 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 4 February 2014 made between (1) Charles Noel Mclean and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM462347.

- 11 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 7 February 2014 made between (1) Leo Martin McGroarty and Cecilia McGroarty and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM11129.

- 12 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Alan Bradbury and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM770193.

- 13 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 11 February 2014 made between (1) Jeffrey Woodcock and Pauline Winifred Woodcock and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM263721.

- 14 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 13 February 2014 made between (1) Alma Geraldine Foster and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM276911.

- 15 (26.02.2014) The land has the benefit of the rights granted by a Deed dated 21 February 2014 made between (1) Heath Cotterill and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM242095.

- 16 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE: Copy filed under WK46604.

- 17 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE: Copy filed under WK12475.

- 18 (10.03.2014) The land has the benefit of the rights granted by a Conveyance dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM22864.

- 19 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM328749.

- 20 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM133176.

- 21 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

NOTE: Copy filed under WM66988.

A: Property Register continued

- 22 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
NOTE: Copy filed under WM72212.
- 23 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
NOTE: Copy filed under WM573595.
- 24 (13.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM712271.
- 25 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
NOTE: Copy filed under WM104411.
- 26 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
NOTE: Copy filed under WM694363.
- 27 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM60843.
- 28 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM437357.
- 29 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM316692.
- 30 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM261339.
- 31 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM259548.
- 32 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 13 March 2014 made between (1) William Kenneth Frost and Marjorie Irene Frost and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM497466.
- 33 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
NOTE:-Copy filed under WM194767.
- 34 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

Title number WM442617

A: Property Register continued

NOTE:-Copy filed under WM289934.

35 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 21 March 2014 made between (1) John Isham and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM102572.

36 (02.04.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) Stanley Taylor and Joyce Meriel Taylor and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM59630.

37 (17.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Singh Sanghera and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM222850.

38 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Sing Sanghera and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM86638.

39 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 15 April 2014 made between (1) Graham Frederick Simmons and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM895183.

40 (20.05.2014) The land has the benefit of the rights granted by a Deed dated 13 May 2014 made between (1) Rugbir Singh Jutla and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM616177.

41 (27.05.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Sean Adrian Mitchell and Katrina Jane Mitchell and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM494063.

42 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stanley Taylor and others and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM606681.

43 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) David John Burton and Camilla Jane Burton and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM456250.

44 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stephen Dodsworth and Laura Frances Dodsworth and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM304799.

45 (12.06.2014) The land has the benefit of the rights granted by a Deed dated 5 June 2014 made between (1) Camilla Jane Burton and (2) Birmingham Airport Limited .

NOTE: Copy filed under MM17916.

46 (18.06.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Jacqueline Melbourn and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WK2817.

A: Property Register continued

47 (23.06.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Mark Alan Stevens and Michelle Elizabeth Stevens and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM557264.

48 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) George Fentham Hampton In Arden Charity and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM649782

49 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) Roger William Freeman and Maureen Ann Freeman and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM94164.

50 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Lawrence Hugo Boswell and (2) Birmingham Airport Limited.

NOTE:-Copy filed under MM36022.

51 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) William Freeman & Sons Limited and (2) Birmingham Airport Limited.

NOTE 1: The consent of the proprietor of the charge dated 31 March 1982 of favour of Henry John West affecting title WM126592 was not produced on registration and the rights granted may be overridden in the event of the exercise of the power of sale.

NOTE 2:-Copy filed under MM31708.

52 (13.08.2014) The land has the benefit of the rights granted by a Deed dated 25 June 2014 made between (1) Ramon Ricardo Blower and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM144306.

53 (22.09.2014) The land has the benefit of the rights granted by a Deed dated 18 September 2014 made between (1) Doreen Edna Felton and others and (2) Birmingham Airport Limited.

NOTE:-Copy filed under MM36141.

54 (13.10.2014) The land has the benefit of the rights granted by a Deed dated 6 October 2014 made between (1) Barbara Tocher and Thomas Tocher and (2) Birmingham Airport Limited.

NOTE: Copy filed under WK8913.

55 (26.03.2015) The land has the benefit of the rights granted by a Deed dated 23 March 2015 made between (1) Geoffrey Hugh Cattell and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WK8913.

56 (24.11.2015) The land has the benefit of any legal easements reserved by a Lease dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive for a term of 999 years from and including 3 November 2015.

NOTE:-Copy filed under MM61736.

57 (06.05.2016) The land has the benefit of any legal easements granted by a Deed dated 21 April 2016 made between (1) Steven Nevel Mills and Angela Josephine Mills and (2) Birmingham Airport Limited.

NOTE:-Copy filed under WM496911.

58 (06.01.2020) A new title plan based on the latest revision of the Ordnance Survey Map showing an amended extent has been prepared.

Title number WM442617

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 (01.10.2012) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham International Airport, Birmingham B26 3QJ.
- 2 (01.10.2012) The price stated to have been paid on 20 June 2012 for the land in titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 was £750,000.
- 3 (01.10.2012) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the applicant's conveyancers that the provisions of clause 2.2 of an Overage Agreement dated 20 June 2012 made between (1) Solihull Metropolitan Borough Council and (2) Birmingham International Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (01.10.2012) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 5 (24.11.2015) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the applicant's Conveyancer that the provisions of clause 4.1.5 of a Deed of Easement dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive have been complied with or that they do not apply.

C: Charges Register

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

- 1 A Conveyance dated 16 May 1934 made between (1) Wilfred Yates and (2) Herbert Joseph Cattell contains restrictive covenants and exceptions and reservations but neither the original Conveyance nor a certified copy of examined abstract thereof was produced on first registration.
- 2 The land tinted blue on the filed plan is subject to rights of way.
- 3 The land is subject to the rights in connection with the construction of lighting poles and underground cables therein granted by a Deed dated 15 July 1963 made between (1) William Joseph Hadley Ralph Frederick Hadley and Howard George Hadley and (2) The Lord Mayor Aldermen and Citizens of The City of Birmingham which also contains restrictive covenants.

NOTE: No copy of the deed referred to above is held by the Land Registry.
- 4 The land is subject to the rights granted by a Deed dated 19 December 1990 made between (1) Solihull Metropolitan Borough Council and (2) Severn Trent Water Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Original filed.
- 5 (29.10.1992) The part of the land affected thereby is subject to the rights granted by a Deed dated 17 September 1992 made between (1) The Metropolitan Borough of Solihull and (2) Esso Petroleum Company, Limited.

The said Deed also contains restrictive covenants by the Grantor.

C: Charges Register continued

NOTE: Copy Deed with large scale plan referred to in Clause 29 of the Deed showing the approximate position of the pipeline filed under WM202913.

- 6 (01.10.2012) UNILATERAL NOTICE affecting titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 in respect of an Option Agreement dated 20 June 2012 made between (1) The Metropolitan Borough of Solihull and (2) Birmingham Airport Limited.
- 7 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B91 3QB.
- 8 (01.10.2012) UNILATERAL NOTICE affecting titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 in respect of an Overage Agreement dated 20 June 2012 made between (1) The Metropolitan Borough of Solihull and (2) Birmingham Airport Limited.
- 9 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B91 3QB.
- 10 (29.07.2014) The land is subject to the rights granted by a Deed dated 17 July 2014 made between (1) Birmingham Airport Limited and (2) Severn Trent Water Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under WM225647.

- 11 (05.08.2015) By a Deed dated 28 July 2015 made between (1) Birmingham Airport Limited and (2) Esso Petroleum Company Limited the rights and covenants contained in the Deed dated 17 September 1992 were released.

NOTE:- Copy Filed.

- 12 (05.08.2015) The land is subject to the rights granted by the Deed dated 28 July 2015 referred to above.
- 13 (05.08.2015) The land is subject to the rights granted by a Deed dated 28 July 2015 made between (1) Birmingham Airport Limited and (2) Esso Petroleum Company Limited.

NOTE:-Copy filed under WK8913.

- 14 (24.11.2015) The land is subject to any rights that are granted by a Deed dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MM61736.

- 15 (03.12.2015) The land is subject to any rights that are granted by a Deed dated 3 December 2015 made between (1) Birmingham Airport Limited and First Castle Developments Limited and (2) Esso Petroleum Company Limited and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 16 (09.12.2016) 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.
- 17 (09.12.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under MM72383.

- 18 (30.01.2018) By a Deed dated 1 December 2017 made between (1)

Title number WM442617

C: Charges Register continued

Birmingham Airport Limited and (2) Severn Trent Water Limited certain of the easements and covenants contained in the Deed of Grant dated 19 December 1990 referred to above were released as therein mentioned.

NOTE:- Copy filed under WM203034.

19. (30.01.2018) The land is subject to any rights that are granted by a Deed dated 1 December 2017 made between (1) Birmingham Airport Limited and (2) Severn Trent Water Limited and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 20 (31.07.2019) The land is subject to any rights that are granted by a Deed dated 15 July 2019 made between (1) Birmingham Airport Limited and (2) First Castle Developments Limited and affect the registered land.

NOTE: Copy filed.

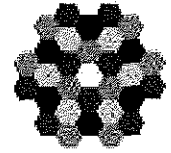
Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	07.11.2016	site of a runway extension, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

End of register



Official copy of register of title

Title number WM484139

Edition date 28.07.2023

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:05.
- 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 26 Jul 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the south side of Coventry Road, Bickenhill, Solihull.
- 2 The mines and minerals are excepted as to the land tinted pink on the filed plan.
- 3 (24.11.2015) The land has the benefit of any legal easements reserved by a Lease dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive for a term of 999 years from and including 3 November 2015.

NOTE:--Copy filed under MM61736.

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 (01.10.2012) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham International Airport, Birmingham, West Midlands B26 3QJ.
- 2 (01.10.2012) The price stated to have been paid on 20 June 2012 for the land in titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 was £750,000.
- 3 (01.10.2012) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the applicant's conveyancers that the provisions of clause 2.2 of an Overage Agreement dated 20 June 2012 made between (1) Solihull Metropolitan Borough Council and (2) Birmingham International Airport Limited have been complied with or that they do not apply to the disposition.