

**NEGOTIATED STOPPING POLICY AND TEMPORARY TRANSIT AGREEMENT**  
**TEST VALLEY BOROUGH COUNCIL**

1. This Policy has been developed to ensure that the nomadic way of life of gypsies and travellers can be facilitated with the Borough with a High Court injunction in place, prohibiting named and unnamed individuals from entering onto defined land within the Borough and setting up encampment and/or occupying the land for residential purposes including the occupation of caravans/mobile homes, storage of vehicles, caravans and residential paraphernalia. A copy of the injunction order can be found at Schedule 1 of this policy.
  
2. The injunction has been obtained as a proportionate response to an increasing number of 'unauthorised encampments' which have occurred within the borough and which have been accompanied by one or more of the following aggravated factors:
  - a. Aggressive and/or violent and/or threats and/or intimidation and/or anti-social behavior by occupants of the encampment to residents, businesses and visitors to the borough
  - b. Criminal damage

- c. 'Commercial' fly tipping
- d. Open human defecation / open deposit of use nappies and soiled tissue paper
- e. Loose dogs and animals causing nuisance to others
- f. Obstruction of highways
- g. Breaking and entering into private and/or public land and/or causing damage to the land
- h. Open fires
- i. Abandoned gas canisters
- j. Interruption to business/sporting events/community events

3. The Council acknowledges that

- a. The injunction will have an impact on the Gypsy and Traveller community;
- b. That the Human Rights Act 1998 and the Equality Act 2010 recognises and protects individuals with those protected characteristics, and there are consequent obligations on the Council as a Public Body as a result of this protection;
- c. That the aggravating factors identified at paragraph 2 above are in no way representative of the Gypsy and Traveller community generally, and, to the extent that those individuals who engage in this activity identify

as Gypsy or Traveller, that they are a small and non-representative minority within those groups.

- d. That the Council has an obligation to support genuine cases of need.
- e. The Council must always take into account the best interests of the child, which is a primary consideration.

4. In light of the above, the Council recognises the need to find an appropriate and balanced and proportionate response to the issues outlined in paragraph 2 above, to minimise the impact on the settled community and private and Council owned land caused by those unauthorised encampments of the nature described above, whilst at the same time ensuring it protects the rights of Gypsy and traveller community in accordance with the Equalities Act 2010 and The Human Rights Act 1998.

5. The injunction is founded on the basis that it is only those encampments which are present 'without lawful permission' of the landowner and/or planning permission which are prevented. Therefore, there will, and must, be a clearly communicated basis upon which that permission will be granted, so as to satisfy any individual who wishes to 'stop-up' for a period that they are doing so in such a way as to not amount to a contempt of court.

6. This policy represents the basis upon which a person or persons may seek lawful permission from the Council to 'set-up camp' within its Borough. The Council may only grant lawful permission as a landowner in respect of land which it owns. Therefore, if an individual or group of individuals wishes to use a piece of *private* land for the purposes of encamping for a period, they must obtain the prior permission of the landowner, and if requested, provide evidence of this to the Council. If such permission is not obtained and evidenced, the encampment will be considered a breach of the injunction if it is on land protected by the injunction. Similarly, a person or persons must obtain the prior permission of the council **prior to** setting-up camp on land which is owned by Test Valley Borough Council. The relevant contact details will be advertised on the Council's website.
  
7. If the individual or individuals have either the benefit of a planning permission from the Local Authority, or the benefit of 'General Permitted Development' rights, to encamp on the land, as defined in the General Permitted Development Order 2015, then providing they have the consent of the landowner to remain on the land, then no further evidence other than consent from the landowner will be required. For the avoidance of doubt, the circumstances in which Permitted Development will exist are set out in Schedule 2 of this Policy.



8. The Council will consider any application for negotiated stopping in line with the following considerations. The applicants will need to sign (or indicate their consent, which will be recorded in writing by a Council officer) to the 'Negotiated Stopping Agreement' which can be found at Schedule 3.

In determining an application the Council will consider the following:

- a. Is the site suitable? The officer will assess whether the site is one which can reasonably accommodate an encampment, regard will be had to:
  - i. Whether the presence of vehicles will interrupt local amenities;
  - ii. Whether there is free and easy access to the site, for example, to enable emergency services to attend if necessary, and for delivery and removal of portable toilets;
  - iii. Whether the site is sensitive, for example, in a wholly or mainly residential neighbourhood, near schools, or care homes, or if it is a Site of Special Scientific Interest, or a nature reserve
  - iv. Proximity to highways, or other features which may present as a hazard to the proposed occupants of the encampment
  - v. The size of the encampment

- b. Does the encampment benefit from planning permission? The nature of the encampment will need to benefit from the General Permitted Development Order 2015, or have obtained specific consent from the Local Authority.
  - c. Has the welfare checklist been completed? This will need to be undertaken for all encampments that come into the borough. Have any steps necessary arising out of the welfare checks been taken into account and has the best interests of any children on the encampment been considered.
  - d. Do the vehicles have functional toilet facilities, if not the Council will need to direct persons to the nearest appropriate facilities and where appropriate portable toilets may be able to be provided by the Council for a small fee.
9. During the currency of an encampment, Council officers will attend to ensure that there are no issues being either directed toward, or caused by, the encampment. The aim of the Council is to facilitate a harmonious balance between the rights and needs of the settled community and the Gypsy and Traveller community to assist community cohesion.

## Covid-19

10. The Council acknowledges that some gypsies and travellers will be considered vulnerable during Covid-19 and may need to socially distance or self-isolate on the same site or a separate site away from family members. Where this is the case they should contact the Council's Legal Services 01264 868000 or email [legal@testvalley.gov.uk](mailto:legal@testvalley.gov.uk), so that suitable arrangements can be made and where necessary toilet facilities and rubbish disposal can be arranged in a manner that reduces the opportunity for the virus to spread to others within the community.

## Schedule 1 – Injunction Order

IN THE HIGH COURT OF JUSTICE

Claim Number:

QUEEN'S BENCH DIVISION

IN THE MATTER OF S222 LOCAL GOVERNMENT ACT 1972  
AND S187B TOWN AND COUNTRY PLANNING ACT 1990

Before His Honour Judge Bird (sitting as a Judge of the High Court)

On the 28<sup>th</sup> day of July 2020

BETWEEN

- (1) TEST VALLEY BOROUGH COUNCIL  
(2) HAMPSHIRE COUNTY COUNCIL



QB-2020-002112

-and-

- (1) ALBERT BOWERS & EIGHTY-NINTH OTHER NAMED  
DEFENDANTS IN SCHEDULE 1 OF THE CLAIM FORM

(90) PERSONS UNKNOWN FORMING UNAUTHORISED ENCAMPMENTS  
WITHIN THE BOROUGH OF TEST VALLEY

Defendants

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ORDER

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IF YOU, ANY OF THE FIRST, THIRD TO EIGHTH, ELEVENTH TO FIFTEENTH, SEVENTEENTH TO TWENTY-THIRD, TWENTY-FIFTH, TWENTY-EIGHT TO THIRTY- FOURTH, , THIRTY-SEVENTH AND THIRTY-EIGHTH, FORTIETH TO FORTY-EIGHTH, FIFTIETH, FIFTY-SECOND TO SIXTY-SECOND SIXTY-FOURTH, SIXTY-SIXTH AND SIXTY-SEVENTH, SIXTY-NINTH SEVENTY-THIRD, SEVENTY-FIFTH TO SEVENTY-SIXTH, SEVENTY-EIGHTH TO SEVENTY-NINTH, EIGHTY-FIRST, EIGHTY THIRD TO EIGHTY FOURTH, EIGHTY-SIXTH TO EIGHTY-NINTH DEFENDANTS OR PERSONS UNKNOWN (NINETIETH DEFENDANT) FORMING UNAUTHORISED ENCAMPMENTS WITHIN THE BOROUGH OF TEST VALLEY DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF



**COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED**

**UPON HEARING** Counsel Miss Caroline Bolton for The Claimants and Mr Christopher Johnsons of the Community Law Partnership on behalf of Friends Families and Travellers who made representations on behalf of the Ninetieth Defendant

**AND UPON** reading the papers and hearing the application for an interim injunction pending the final injunction hearing pursuant to Section 222 Local Government Act 1972 And 187B Town and Country Planning Act 1990

**AND UPON** the matter being on notice to the First, Third, Fourth, Sixth to Eighth, Twelfth to Fifteenth, Seventeenth to Twenty-Third, Twenty-Fifth, Twenty-Eight to Thirty-Third, Thirty-Fourth, Thirty-Seventh and Thirty-Eighth, Forty Second to Forty-Eighth, Fiftieth, Fifty-Second to Fifty-Fifth, Fifty-Ninth, Sixty-Fourth, Sixty-Sixth, Sixty-Ninth, Seventy-Third, Seventy-Fifth, Seventy-Eighth to Seventy-Ninth, Eighty-First Eighty-Sixth to Eighty-Ninth Defendants

**AND UPON** the Court having considered the witness statement of service of Ian McCullins dated 16 July 2020, and having decided to grant this Order without notice to the, Fifth, , Eleventh, Fortieth, Forty-First, Fifty-Sixth-Fifty-Eighth, Sixtieth, Sixty-First, Sixty-Second, Sixty-Seventh, and Seventy-Sixth, Eighty-Third and Eighty-Fourth Defendants and having determined that it is proportionate and in accordance with the overriding objective not to require an on notice return date because the Order provides for liberty to apply in accordance with paragraph 10 of the Order

**POWER OF ARREST**

**THIS ORDER CONTAINS A POWER OF ARREST FOR BREACH OF PARAGRAPHS 1-5 OF THIS ORDER PURSUANT TO SECTION 27 OF THE POLICE AND JUSTICE ACT 2006. ANY PERSON CAUGHT BREACHING PARAGRAPHS 1-5 OF THIS ORDER MAY BE ARRESTED AND BROUGHT BEFORE THE COURT**

**Note to Arresting Officer: Where the defendant is arrested under the power given by section 27 of the Police and Justice Act 2006:-**

- The defendant shall be brought before the judge within a period of 24 hours beginning at the time of their arrest
- A constable shall inform the person on whose application the injunction was granted forthwith where the defendant is arrested under these powers

**Nothing in sections 27 of the Police and Justice Act 2006 shall authorise the detention of the defendant after the expiry of the period of 24 hours beginning at the time of their arrest.**

**In calculation, any period of 24 hours, no account shall be taken of Christmas Day, Good Friday or any Sunday.**

**IT IS ORDERED THAT:**

Until further order, the First, third to Eighth, Eleventh to Fifteenth, Seventeenth to Twenty-Third, Twenty-Fifth, Twenty-Eight to Thirty-Third, Thirty-Fourth, Thirty-Seventh and Thirty-Eighth, Fortieth to Forty-Eighth, Fiftieth, Fifty-Second to Sixty-First, Sixty-Fourth, Sixty-Sixth and Sixty-Seventh, Sixty-Ninth, Seventy-Third, Seventy-Fifth to Seventy-Sixth, Seventy-Eighth to Seventy-Ninth, Eighty-First, Eighty Third, Eighty Fourth, Eighty-Sixth to Ninetieth Defendants are forbidden from:

1. Setting-up an encampment on any land within the area marked red on the attached map at Schedule 2 of this Order unless authorised to do so by the owner of the land and provided the encampment does not breach planning control.
2. Setting-up an encampment on any land within the area marked red on the attached map at Schedule 2 of this Order without written permission from the Local Planning Authority, or, planning permission granted by the Secretary of State or in accordance with statutory permitted development rights.
3. Entering and/or occupying any land within the area marked red on the attached map at Schedule 2 for residential purposes (temporary or otherwise) including the occupation of caravans/mobile homes, storage of vehicles, caravans and residential paraphernalia, save for where the Land is occupied in accordance with a lawful planning permission from the Local Planning Authority, or, the Secretary of State, or, written consent from the Local Planning Authority, or, in accordance with statutory permitted development rights.
4. Bringing on to the Land or stationing on the Land any caravans/mobile homes other than when driving through the highways on the Land or in compliance with the parking orders regulating the use of car parks or with the express permission from the owner of the land, save for where the Land is occupied in accordance with a lawful planning permission from the Local Planning Authority, or, the Secretary of State, or, written consent from the Local Planning Authority or in accordance with statutory permitted development rights.
5. Deposit or cause to be deposited, controlled waste in or on the Land unless a waste management license or environmental permit is in force and the deposit is in accordance with the license or permit.
6. There be a power of arrest attached to prohibitions 1-5 of this order.
7. The Land in this order means all land within the area marked red on the attached map at Schedule 2 and is within the administrative boundaries of Test Valley Borough Council.



8. Service of this Order shall be deemed served on the Ninetieth Defendant, Persons Unknown by:
  - (i) Affixing copies (as opposed to originals) of this Order in a transparent envelope, or laminated copy, in a prominent position on or close to all adopted highway entry points within the area marked with a red line and marked as Area A in Schedule 2 of this Order with a notice to Persons Unknown that a copy of the supporting evidence can be obtained from Test Valley Borough Council Beech Hurst, Weyhill Road, Andover, Hampshire, SP10 3A;
  - (ii) Affixing 50 copies (as opposed to originals) of this Order approximately equidistant to each other, as far as is reasonably practicable, around the perimeter of the area marked with the red line and marked as Area A (but inside the boundary where the boundary is marked through a road or waterway or is otherwise inaccessible) on the map attached to Schedule 2 of this Order, with a notice to Persons Unknown that a copy of the supporting evidence can be obtained from Test Valley Borough Council Beech Hurst, Weyhill Road, Andover, Hampshire, SP10 3AJ;
  - (iii) For the additional areas of Land marked Area B on the map attached to Schedule 2 of this Order by affixing copies (as opposed to originals) of this Order on a prominent position on Land with notice to Persons Unknown that a copy of the supporting evidence can be obtained from Test Valley Borough Council Beech Hurst, Weyhill Road, Andover, Hampshire, SP10 3AJ.
9. Pursuant to CPR Part 6.15 and 6.27 the Claimants have permission to serve the Claim Form, Applications and this Order on the, Fifth, , Eleventh, Fortieth, Forty-First, Fifty-Sixth-Fifty-Eighth, Sixtieth, Sixty-First, Sixty-Second, Sixty-Seventh, and Seventy-Sixth, Eighty-Third and Eighty-Fourth Defendants by posting the same to their last known address.
10. The Defendants may each of them, or anyone notified of this Order, apply to the Court on 72 hours written notice to the Court and the Claimant to vary or discharge this order (or so much of it as affects that person)
11. Costs reserved.

#### **GUIDANCE NOTES**

#### **EFFECT OF THIS ORDER**

12. A Defendant who is an individual who is ordered not to do something must not do it himself or in any other way. He must not do

it through others acting on his behalf or his instructions or with his encouragement.

13. A Defendant which is a corporation and which is ordered not to do something must not do it itself or by its directors, officers, employees or agents or in any other way.

## **PARTIES OTHER THAN THE CLAIMANT AND DEFENDANTS**

### **EFFECT OF THIS ORDER**

14. It is a contempt of court for any person notified of this Order knowingly to assist in or permit a breach of this Order. Any person doing so may be sent to prison, fined, or have their assets seized.

### **INTERPRETATION OF THIS ORDER**

15. In this Order, where there is more than one Defendant, unless otherwise stated, references to "the Defendants" means each or all of them.
16. A requirement to serve on "the Defendants" means on each of them, unless an Order of the Court specifies otherwise. The Order is, however, effective against any Defendant on whom it is served.
17. An Order requiring the Defendants to do or not to do anything applies to all Defendants.
18. "controlled waste" has the same meaning as within s.75(4) of the Environmental Protection Act 1990

### **COMMUNICATIONS WITH THE COURT**

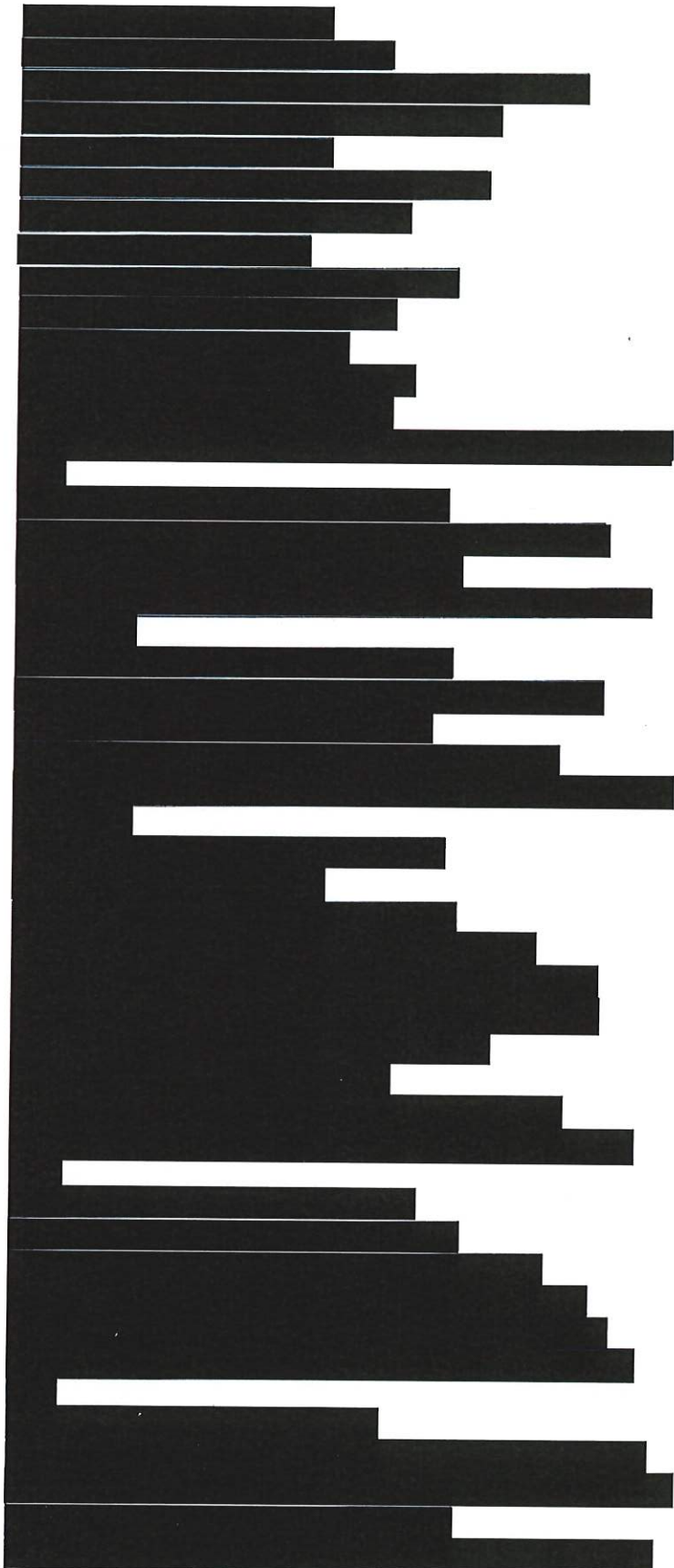
19. All communication to the Court about this order should be sent to Room WG08 Royal Courts of Justice, Strand, London, WC2A 2LL (020 7947 6010).







- 42 Jonathan Smith
- 43 Joseph Booth
- 44 Joseph R Ball Jnr
- 45 Julie Lee
- 46 Kathleen McDonagh
- 47 Kenny Rogers
- 48 Leanne Baggett
- 49 Lisa Loveridge
- 50 Loius Ayres
- 51 [REDACTED]
- 52 Lorraine Loveridge
- 53 Luke Clee
- 54 Luke John Daniels
- 55 Margaret Bowers
  
- 56 Margaret McDonagh
- 57 Mary McDonagh
- 58 Mary McDonagh
- 59 Michael Bowers
  
- 60 Michael McDonagh
- 61 Michael McDonagh
- 62 Michael O'Driscoll
- 63 [REDACTED]
- 64 Nathan Crawl
  
- 65 [REDACTED]
- 66 Paddy Price
- 67 Pat McDonagh
- 68 Patrick Collins
- 69 Patrick Connors
- 70 Patrick McDonagh
- 71 [REDACTED]
- 72 Priscilla Garside
- 73 Saily Rogers
- 74 Simon Flynn
  
- 75 Sophie Loveridge
- 76 Steven McDonagh
- 77 Thomas Grant
- 78 Thomas McDonagh
- 79 Thomas Stokes
- 80 [REDACTED]
  
- 81 Tina Marie Bridges
- 82 Tom Kealy
- 83 Tom McDonagh
- 84 Tommy McDonagh
- 85 [REDACTED]

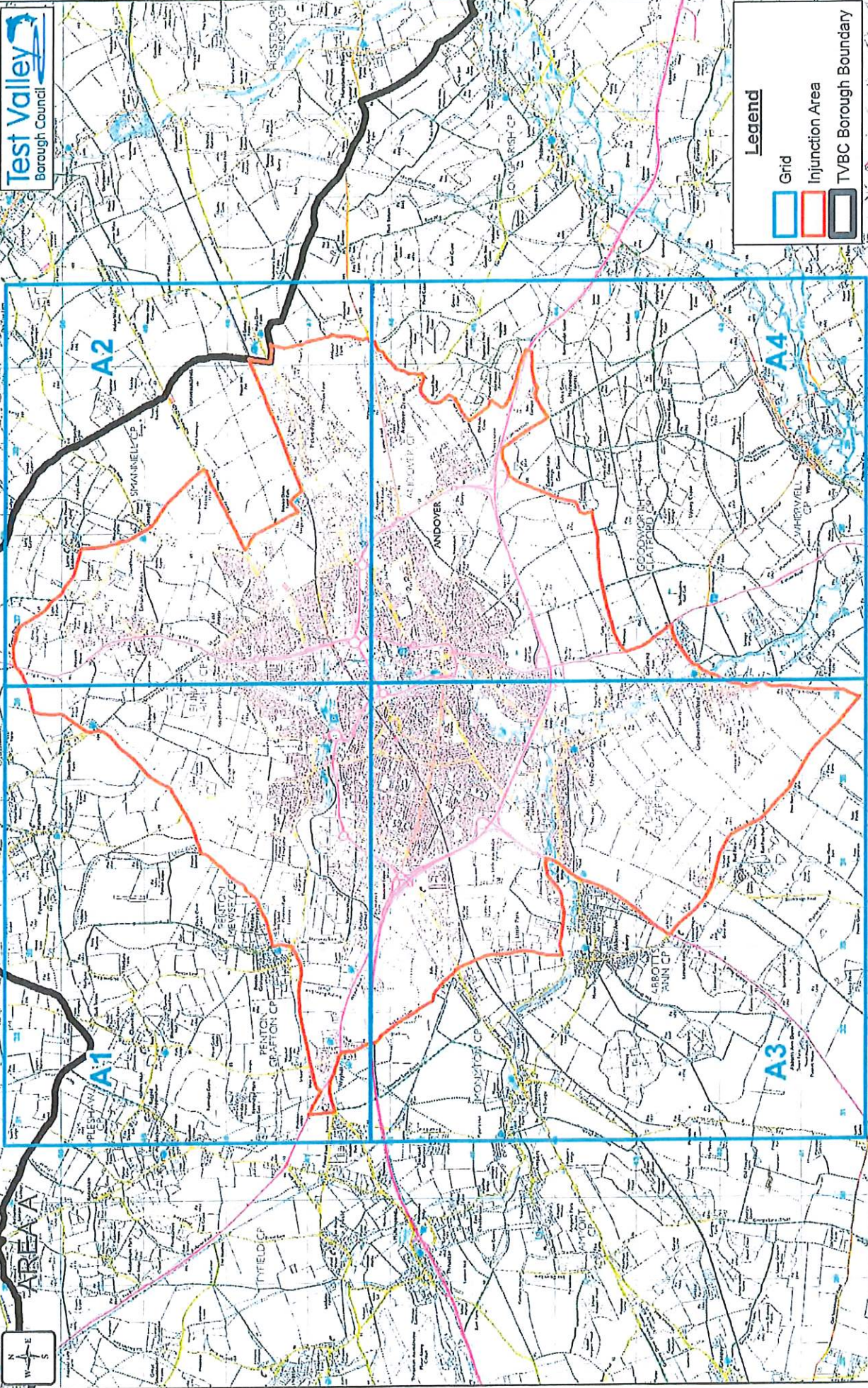


- 86 William Williams
- 87 Willie Mcdonagh
- 88 Winnie McDonagh
- 89 Winnie McDonagh



**SCHEDULE 2 –MAP OF AREA COVERED BY  
THE INJUNCTION**





**Legend**

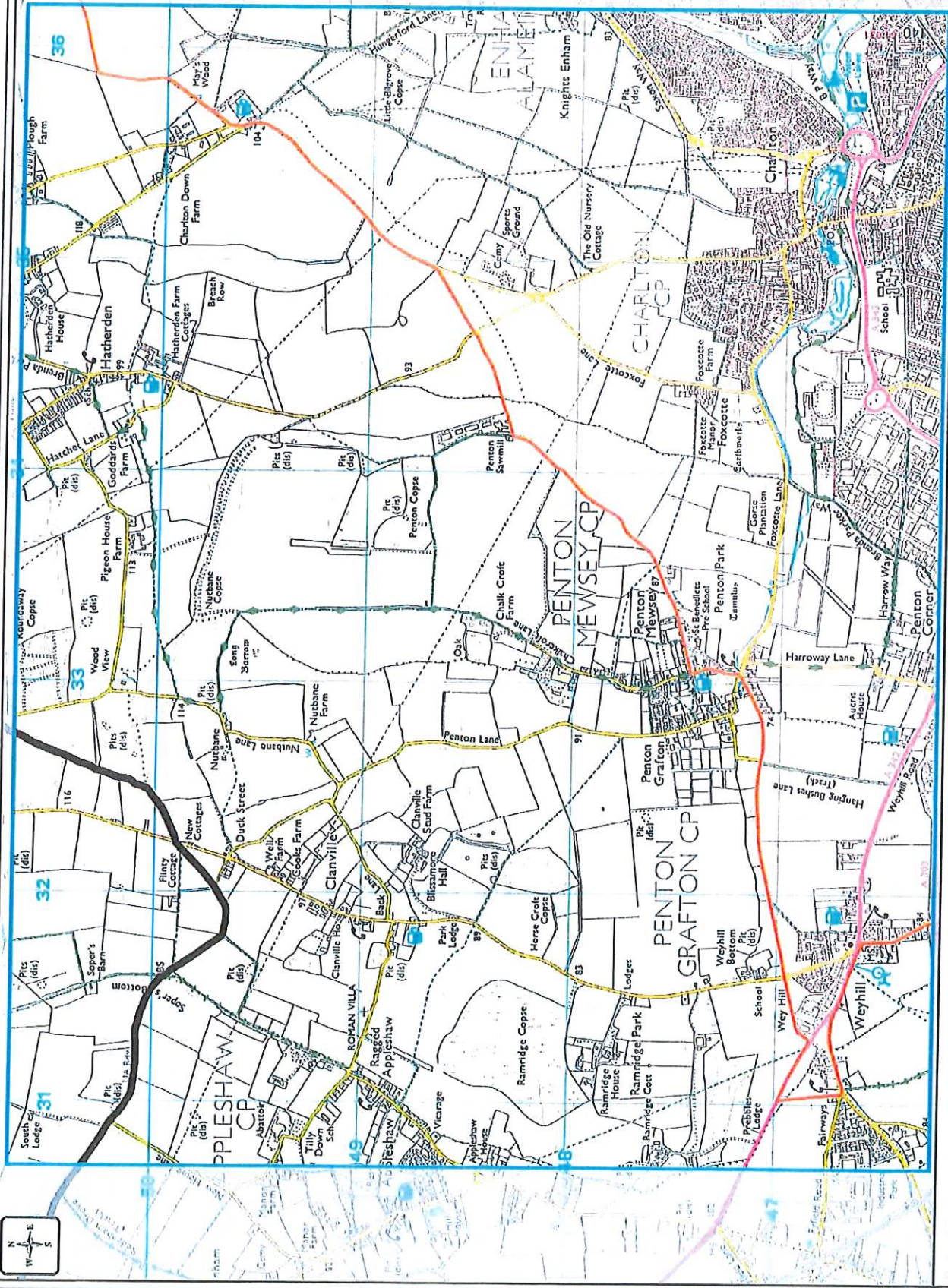
- Grid
- Injunction Area
- TVBC Borough Boundary

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# Injunction Application Plan - North/Andover

Scale: 1:57,000@A4L  
Date: 11/06/2020  
Drawn: A Murray  
Dept: IMT/GIS





**Legend**

- Grid
- Injunction Area
- TVBC Boundary

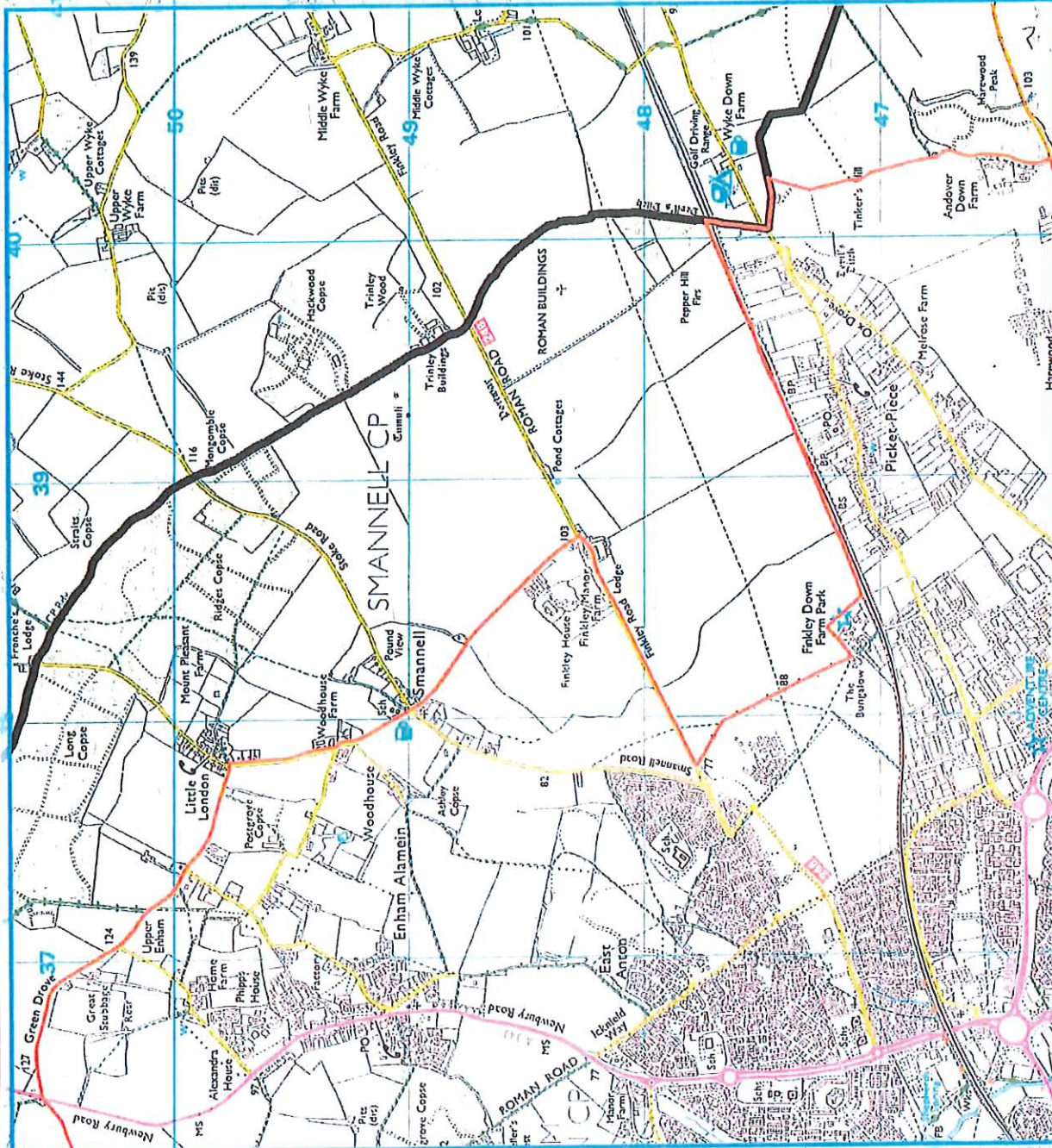
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**Injunction Application Plan - North/Andover  
A1 Grid Section**

Scale: 1:24,250@A4L  
Date: 11/06/2020  
Drawn: A Murray  
Dept: IMT/GIS







**Legend**

- Grid
- Injunction Area
- TV/BC Boundary

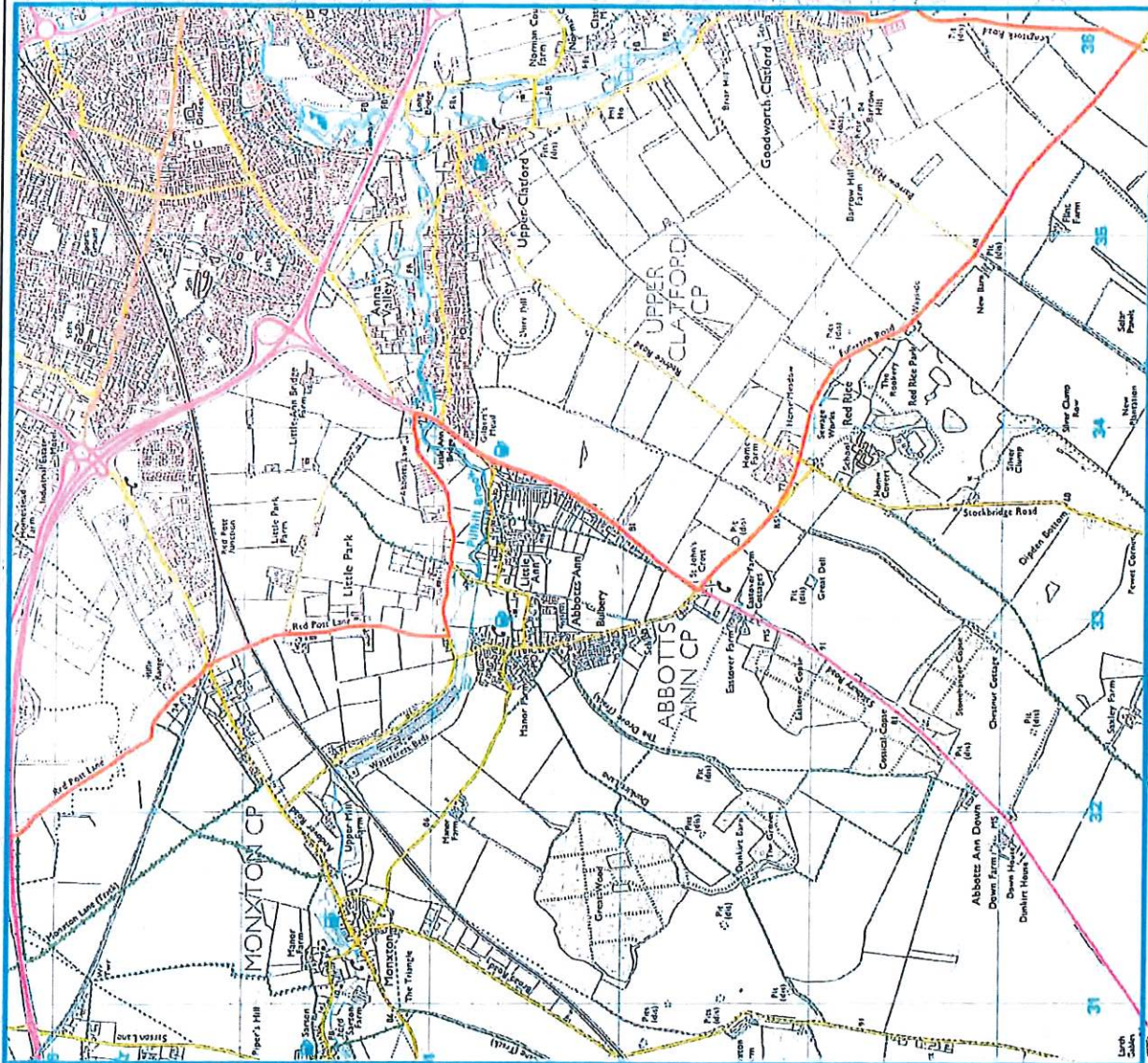
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## Injunction Application Plan - North/Andover A2 Grid Section






Scale: 1:24,250@A4L  
Date: 11/06/2020  
Drawn: AMurray  
Dept: IMT/GIS





**Legend**

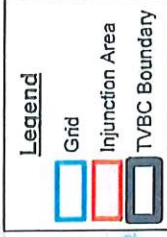
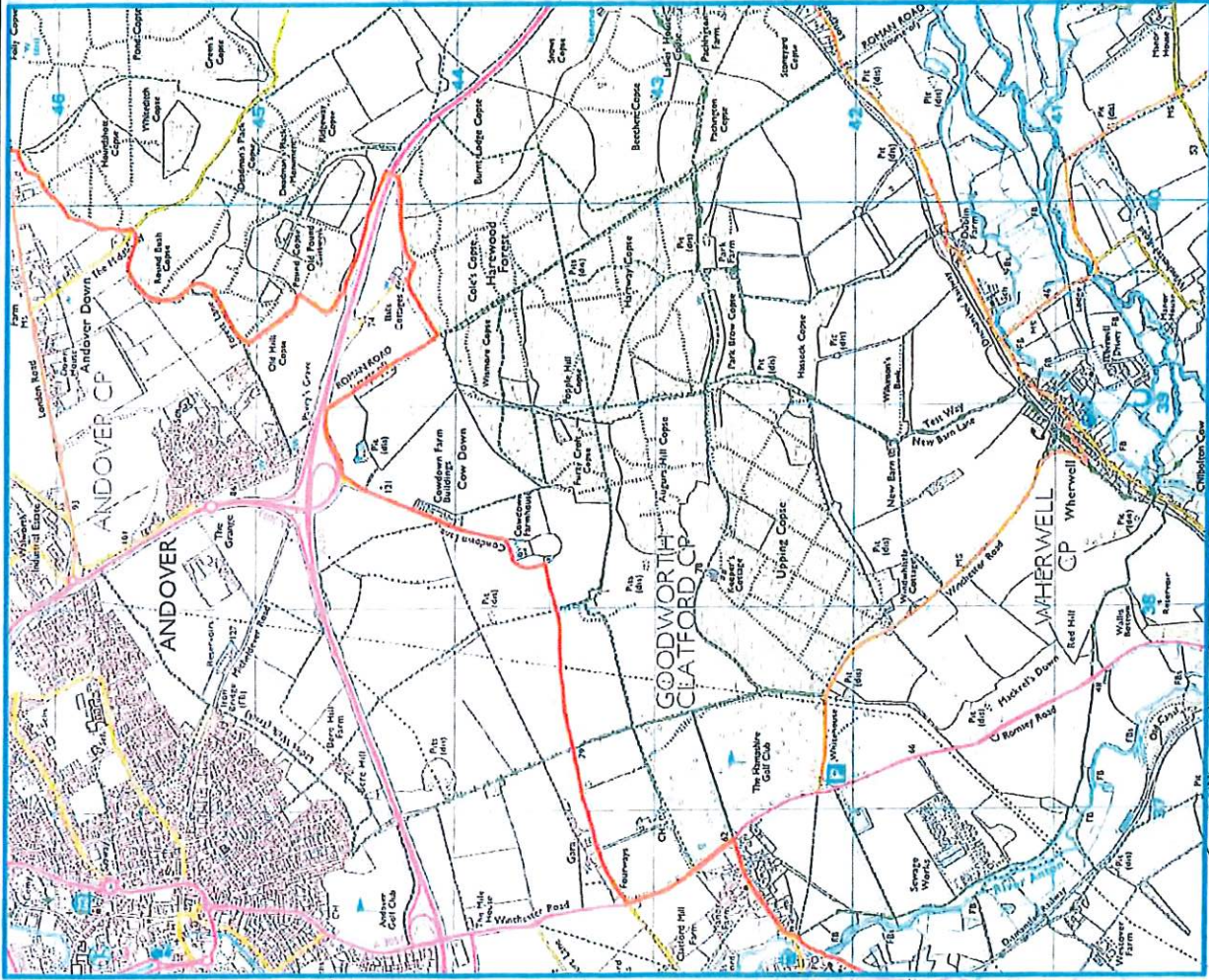
-  Grid
-  Injunction Area
-  TVBC Boundary

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**Injunction Application Plan - North/Andover  
A3 Grid Section**

Scale: 1:32,750@A4L  
Date: 11/06/2020  
Drawn: AM/Murray  
Dept: IMT/GIS



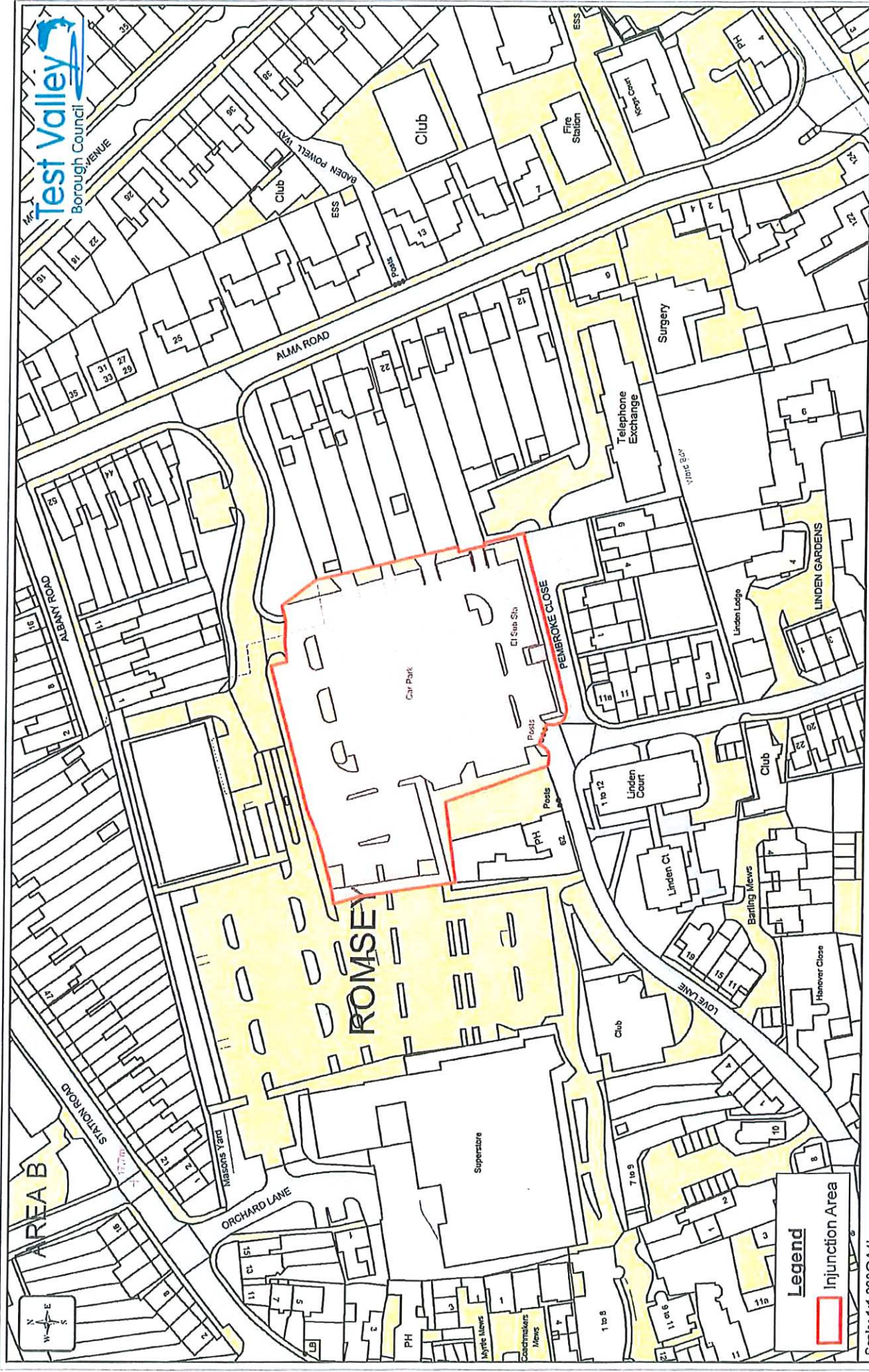


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# Injunction Application Plan - North/Andover A4 Grid Section

Scale: 1:32,750@A4L  
Date: 11/06/2020  
Drawn: AMurray  
Dept: IMT/GIS





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## Injunction Application Plan – Alma Road Car Park, Romsey

**Legend**  
 Injunction Area

Scale: 1:1,330@A4L  
 Date: 28/05/2020  
 Drawn: AMurray  
 Dept: IMT/GIS  
 Doc:




## SCHEDULE 3 – MAP OF THE BOROUGH





**Test Valley**  
Borough Council

**Legend**

 TVBC Borough Boundary

Scale: 1:176,232@A4P  
Date: 27/05/2020  
Drawn: AMurray  
Dept: IMT/GIS  
Doc:

**Test Valley Borough Council**

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## Schedule 2 – General Permitted Development

<https://www.legislation.gov.uk/uksi/2015/596/contents/made>

## Schedule 3 – Negotiated Stopping Application

This application determines the basis upon which the Council is to provide 'lawful permission' for the applicant to stop-up on the identified land so as to comply with the terms of the unauthorised encampment injunction. Please complete each section. The Council will complete their section, and a copy of this agreement and the Negotiated Stopping Policy will then be retained by both parties.

The applicant will provide to the Council, and the Council will provide to the applicant, a nominated point of contact so that any issues can be discussed and remedied. In the event that the applicant has any issues or concerns, or is subject to any aggressive/violent or anti-social behavior from others, they should contact the Council and/or Police as soon as possible.

By agreeing to the terms of this agreement, and upon the Council granting permission as outlined in this agreement, the applicant is assured that they will not be in breach of the terms of the unauthorised encampment injunction.

## Section 1 – For the Applicant to Complete

Name of Applicant:

Date:

Location:

Nominated Point of Contact:

Telephone Number:

When will you arrive?:

How long do you need to remain at this location?:

How many people are you travelling with?:

How many vehicles, including caravans, are you travelling with?:

Please list VRMS:

What is the reason for your stay?:

Have you been shown a copy of the Negotiated Stopping Policy?: Y/N

Have you been shown a copy of the unauthorised encampment injunction? Y/N

By staying at this location, we agree to the following:

- I, and those I am travelling with, will not:



- deposit waste at this location, and will take away and lawfully dispose of all waste unless specific arrangements for waste disposal are agreed with the Council
  - allow or cause any open fires or burning of material
  - use threatening/violent or antisocial behavior towards residents and/or other lawful visitors to the site
  - openly defecate or urinate and will use the toilet facilities contained within our own vehicles. If we require toilet facilities due to malfunction and/or unavailability of our own facilities, we will notify the Council who will discuss with us the provision of portable toilet facilities or agree the use of local services
  - play loud or amplified music.
  - Use motorised bikes/scooters/quad bikes or other similar vehicles which may present as a nuisance or hazard
- I, and those I am travelling with, will keep all animals on a leash/tether and under control at all times when they are in the open air and will notify and agree with the Council the animals that are permitted on the Land pursuant to this agreement.

- The size of the encampment will not exceed \_\_\_\_\_ persons and \_\_\_\_\_ vehicle
  
- We will leave the site by no later than 4.p.m. on \_\_\_\_\_ and will leave the site clean and tidy, taking all waste and gas canister with us
  
- We understand that if we breach the terms of this agreement the agreement will terminate forthwith and we will be required to leave the land forthwith.

**Section 2 – for the Council to Complete**

Name of allocated Council Officer:

Telephone number:

Is the location Public or Private Land: Public/Private

Has access been obtained peacefully and without any criminal damage? Y/N

Is the location/proposed location of the encampment in an obstructive location: Y/N

Does the encampment benefit from planning permission, or permitted development in accordance with the General Permitted Development Order 2015: Y/N

Has section 1 of this application been explained to and completed by the applicant: Y/N

Has the welfare checklist been completed: Y/N

I confirm that the above named applicant, along with \_\_\_\_ (enter number) of other individuals and \_\_\_\_\_ (enter number of vehicles) has permission to remain at \_\_\_\_\_ until 4.p.m. on \_\_\_\_\_.

Signed: \_\_\_\_\_ (Council Officer)

For an on behalf of the Test Valley Borough Council

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_ (Applicant)

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

I confirm that I have read, or have had read to me, the terms of this agreement, which have been explained and which I understand and agree to.



