

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



-and-

QB-2020-002112

(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).



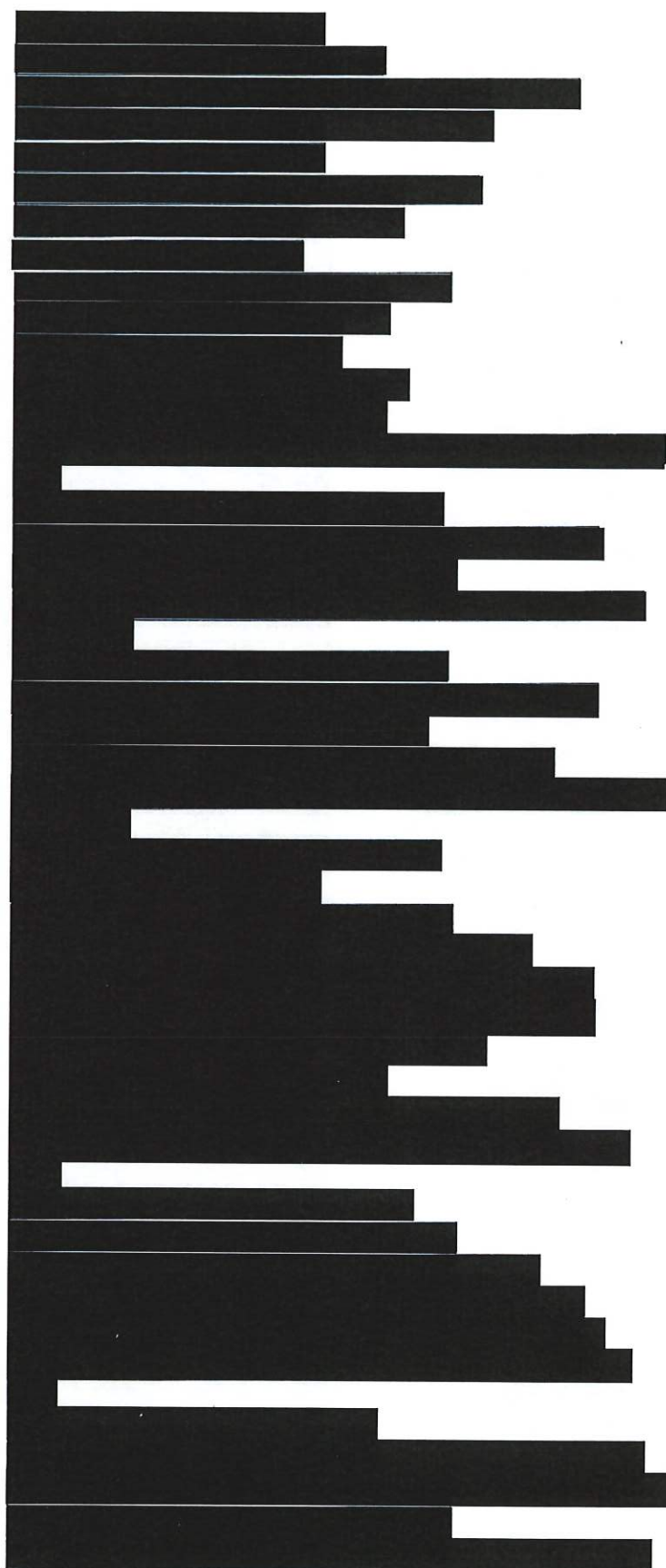
## SCHEDULE 1 – LIST OF DEFENDANTS

|    |                      |
|----|----------------------|
| 1  | Albert Bowers        |
| 2  | Ann McDonagh         |
| 3  | Annie Mcdonagh       |
| 4  | Anthony Jones        |
| 5  | Anthony McDonagh     |
| 6  | Barbara Mcdonagh     |
| 7  | Billy Harbour        |
| 8  | Brian Davis          |
| 9  |                      |
| 10 | Charlie McDonagh     |
| 11 | Christopher McDonagh |
| 12 | Crimea McDonald      |
| 13 | Darren Lee           |
| 14 | Darren Smith         |
| 15 | Dennis Booth         |
| 16 | Dennis Sheridan      |
| 17 | Denny Quilligan      |
| 18 | Donna Marie Smith    |
| 19 | Dylan Mcdonagh       |
| 20 | Edward McDonagh      |
| 21 | Frank Loveridge      |
| 22 | Frankie Loveridge    |
| 23 | Frederick Bowers     |
| 24 |                      |
| 25 | Henry Loveridge      |
| 26 | Isabell Lee          |
| 27 |                      |
| 28 | Jacob Smith          |
| 29 | Jade Loveridge       |
| 30 | James Bowers         |
| 31 | James Dean Evans     |
| 32 | James Smith          |
| 33 | Janey Jones          |
| 34 | Jason Lee            |
| 35 | Jason Lee            |
| 36 |                      |
| 37 | Jimmy Loveridge      |
| 38 | Joey Bowers          |
| 39 | John Crawl           |
| 40 | John McDonagh        |
| 41 | John McDonagh        |



QB-2020-002112

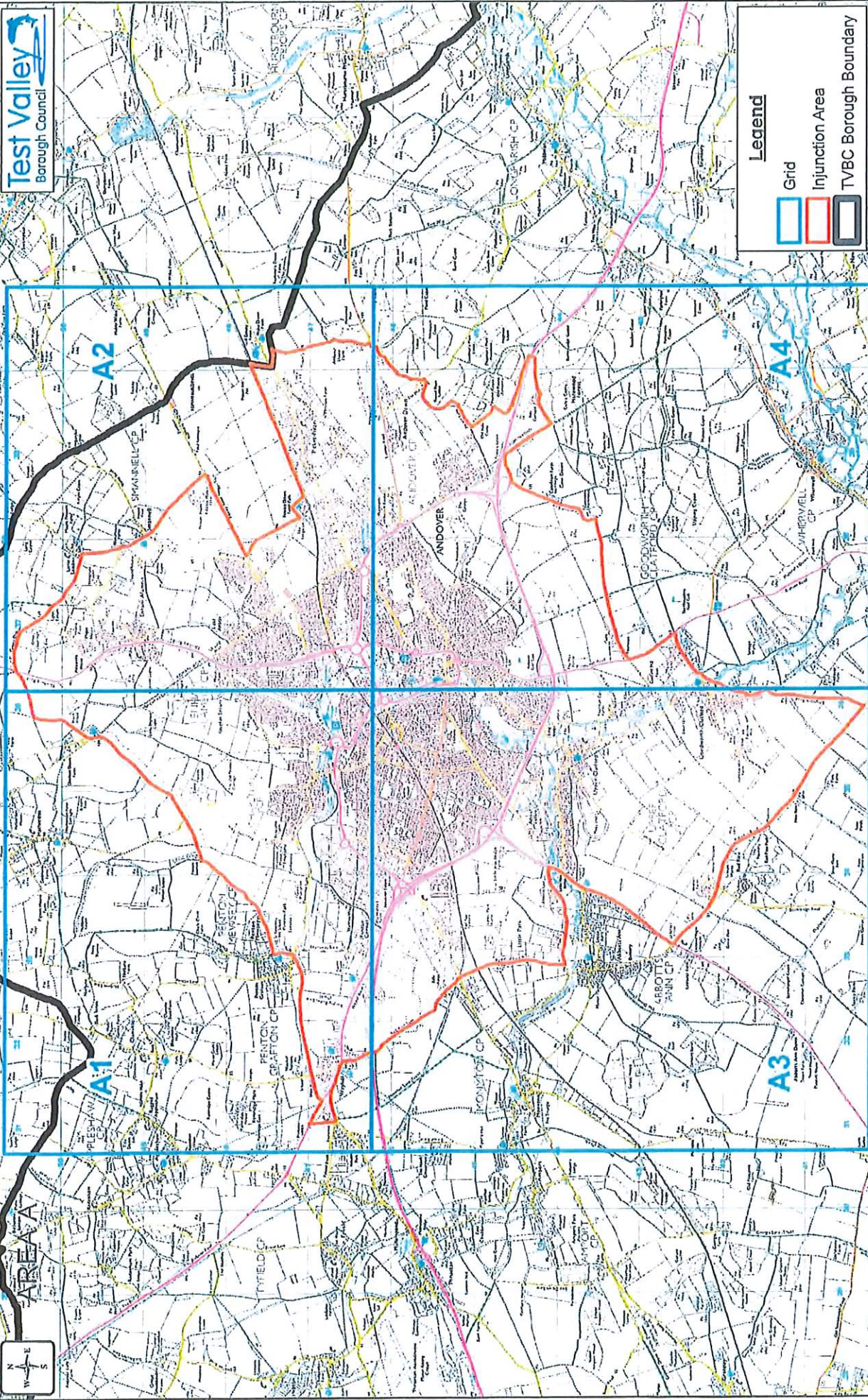
42 Jonathan Smith  
43 Joseph Booth  
44 Joseph R Ball Jnr  
45 Julie Lee  
46 Kathleen McDonagh  
47 Kenny Rogers  
48 Leanne Baggett  
49 Lisa Loveridge  
50 Loius Ayres  
51 [REDACTED]  
52 Lorraine Loveridge  
53 Luke Clee  
54 Luke John Daniels  
55 Margaret Bowers  
  
56 Margaret McDonagh  
57 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



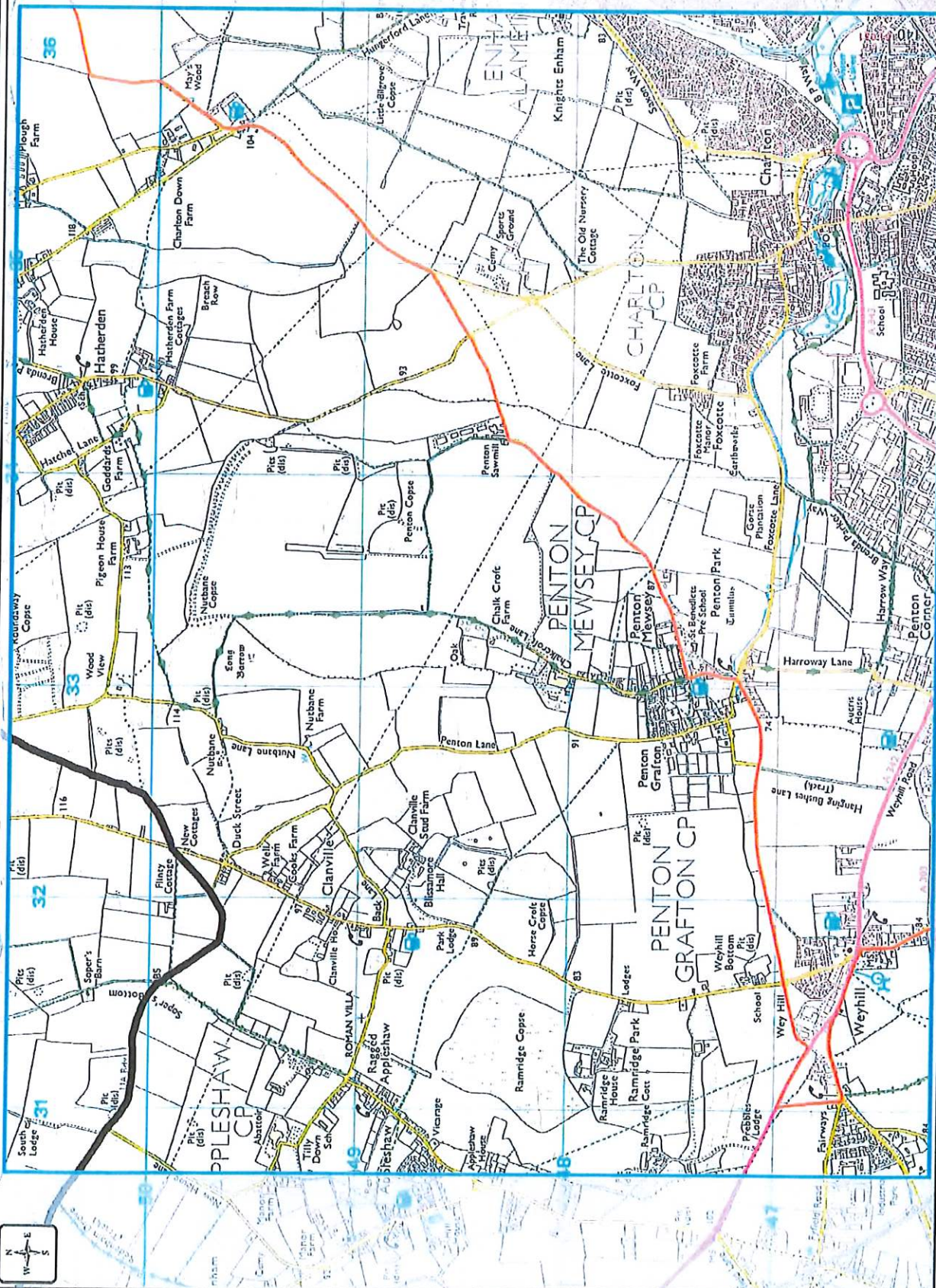
**SCHEDULE 2 –MAP OF AREA COVERED BY  
THE INJUNCTION**



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

# Injunction Application Plan - North/Andover

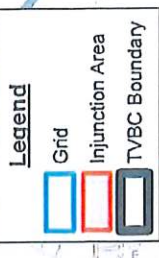
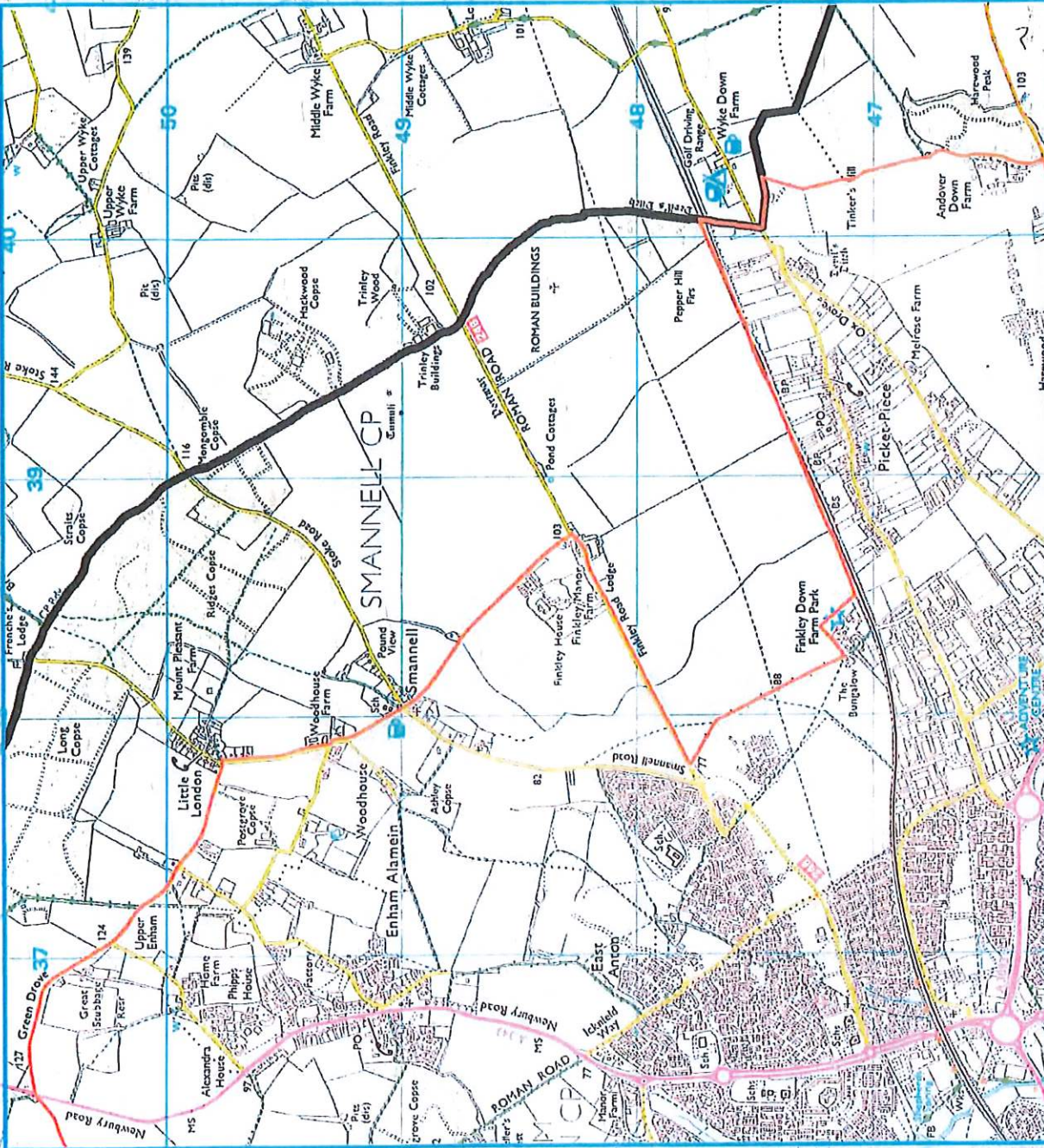
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Date: 11/06/2020  
Drawn: AMurray  
Dept: IMT/GIS

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

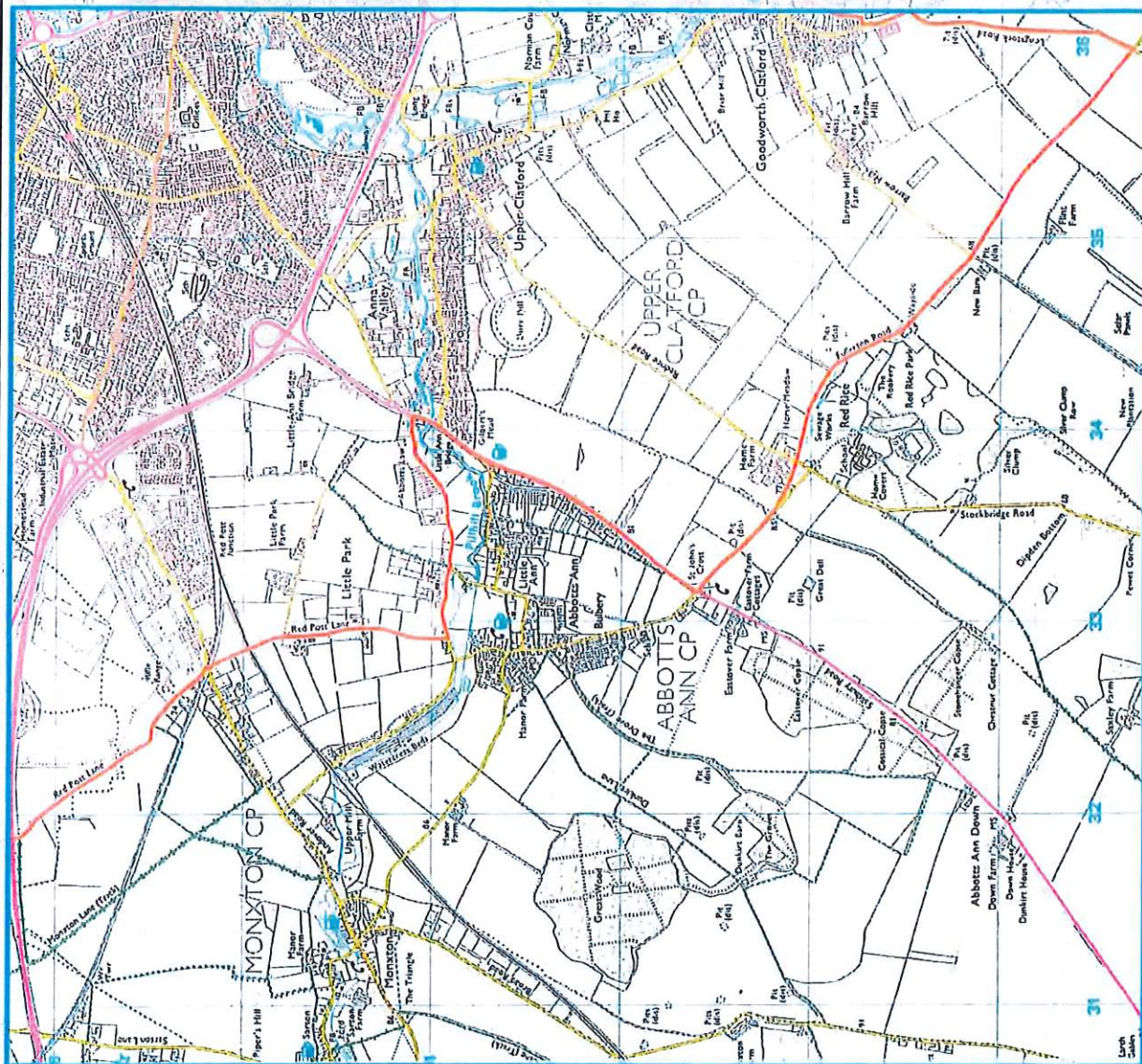
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# Injunction Application Plan - North/Andover A2 Grid Section

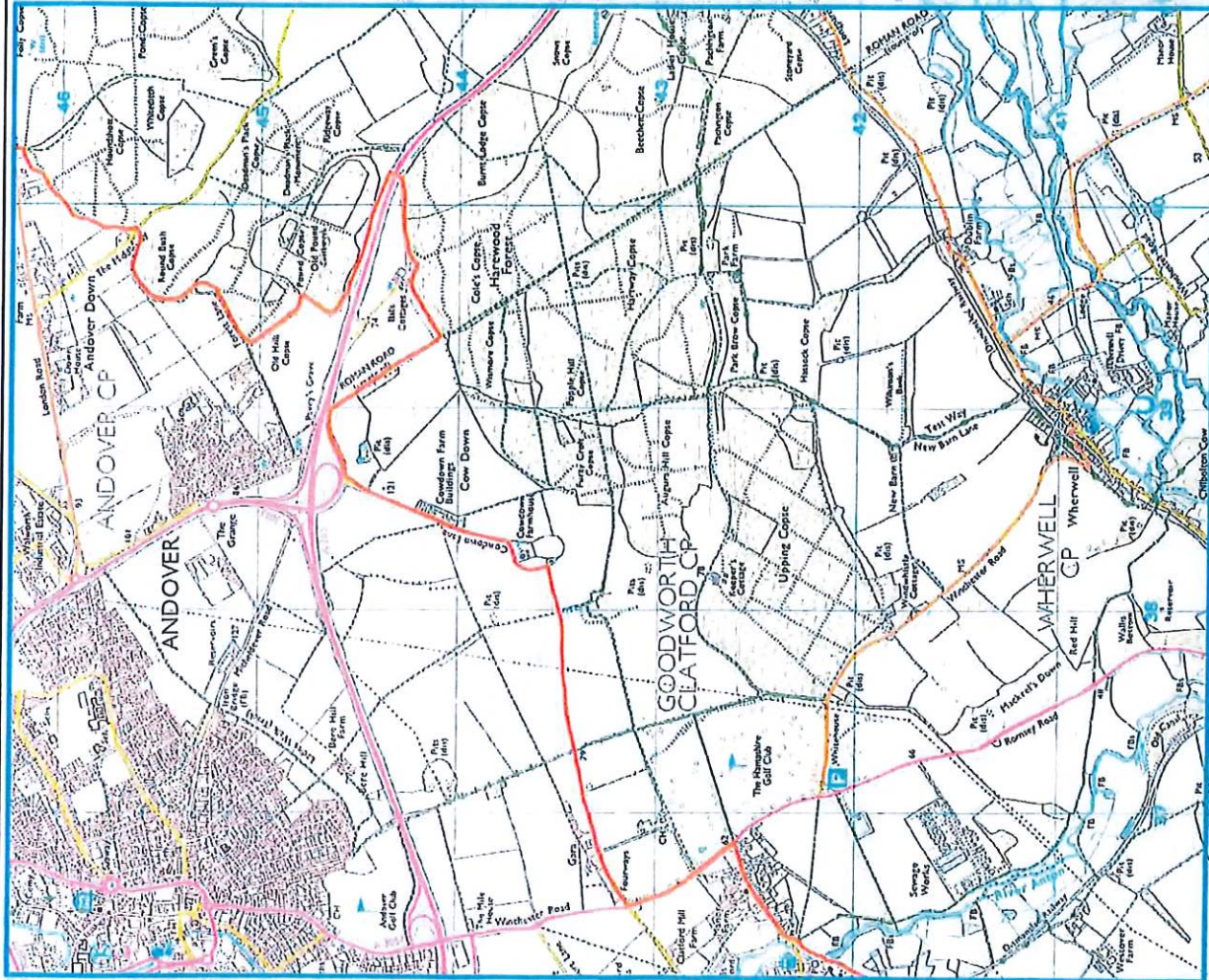
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Date: 11/06/2020  
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## Injunction Application Plan - North/Andover A3 Grid Section

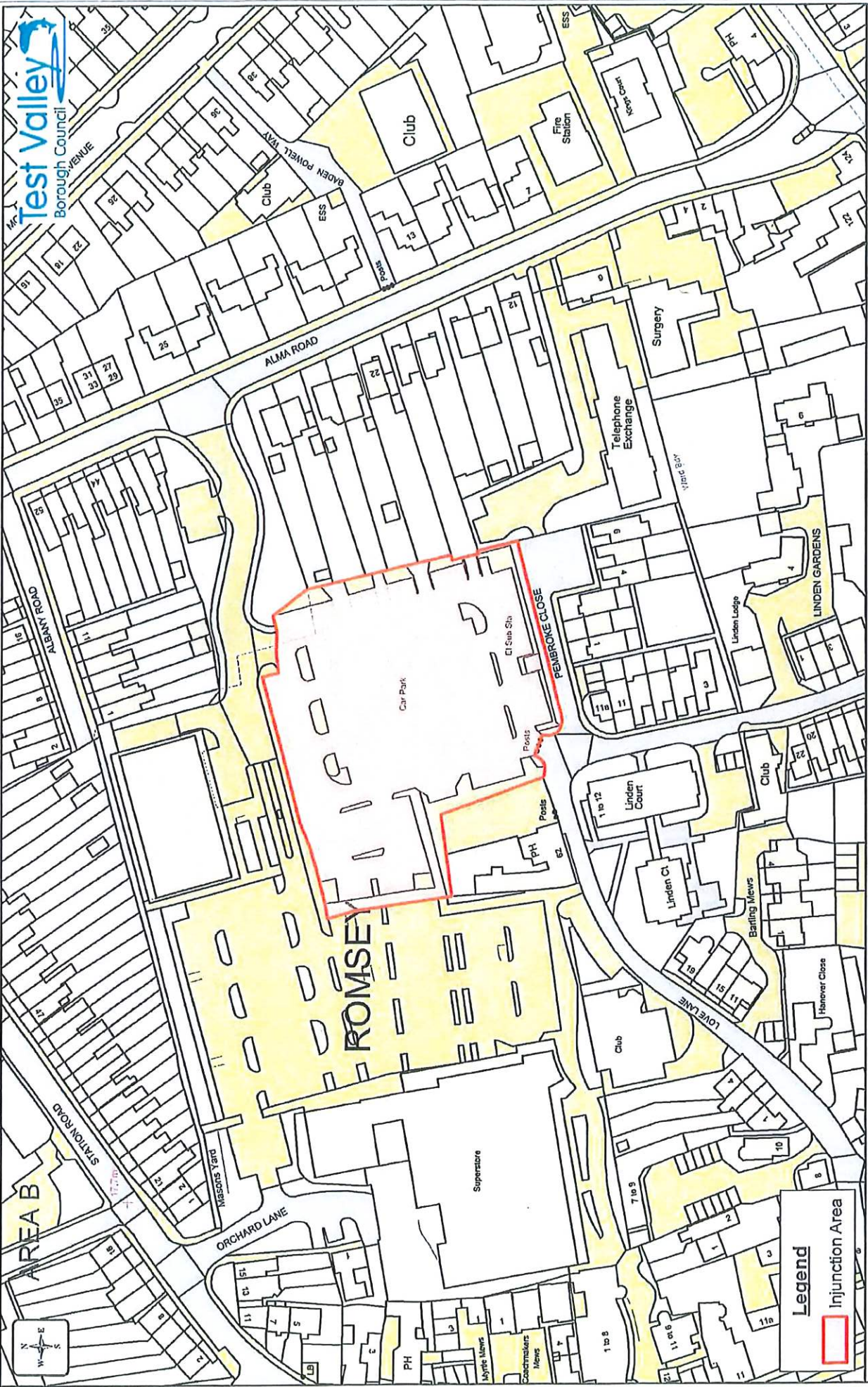
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Date: 11/06/2020  
Drawn: AMurray  
Dept: IMT/GIS



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## Injunction Application Plan - North/Andover A4 Grid Section

Scale: 1:32,750@A4L  
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***Injunction Application Plan -  
Alma Road Car Park, Romsey***

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

## SCHEDULE 3 – MAP OF THE BOROUGH



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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.

