

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

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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

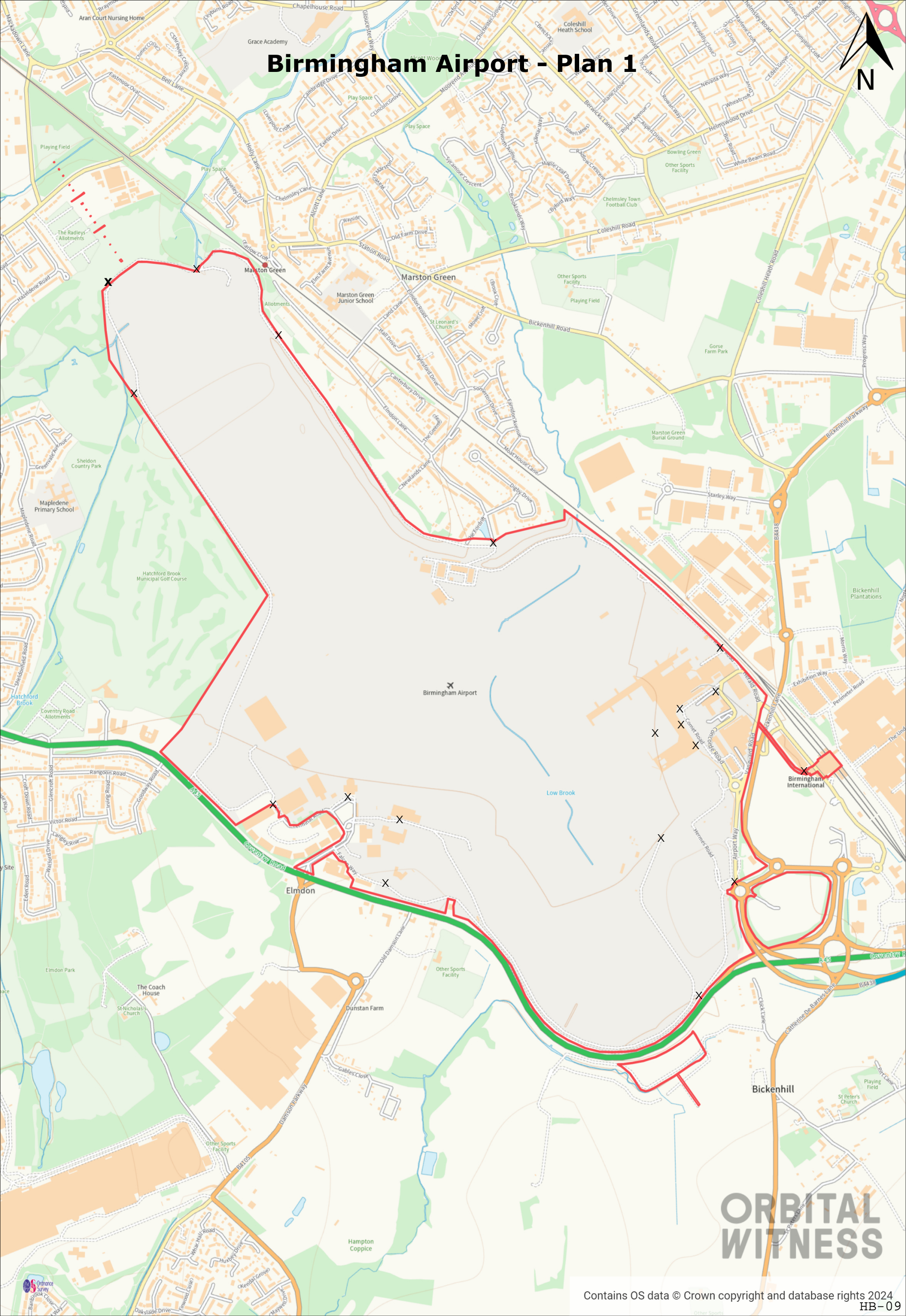
07920 590 944

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.

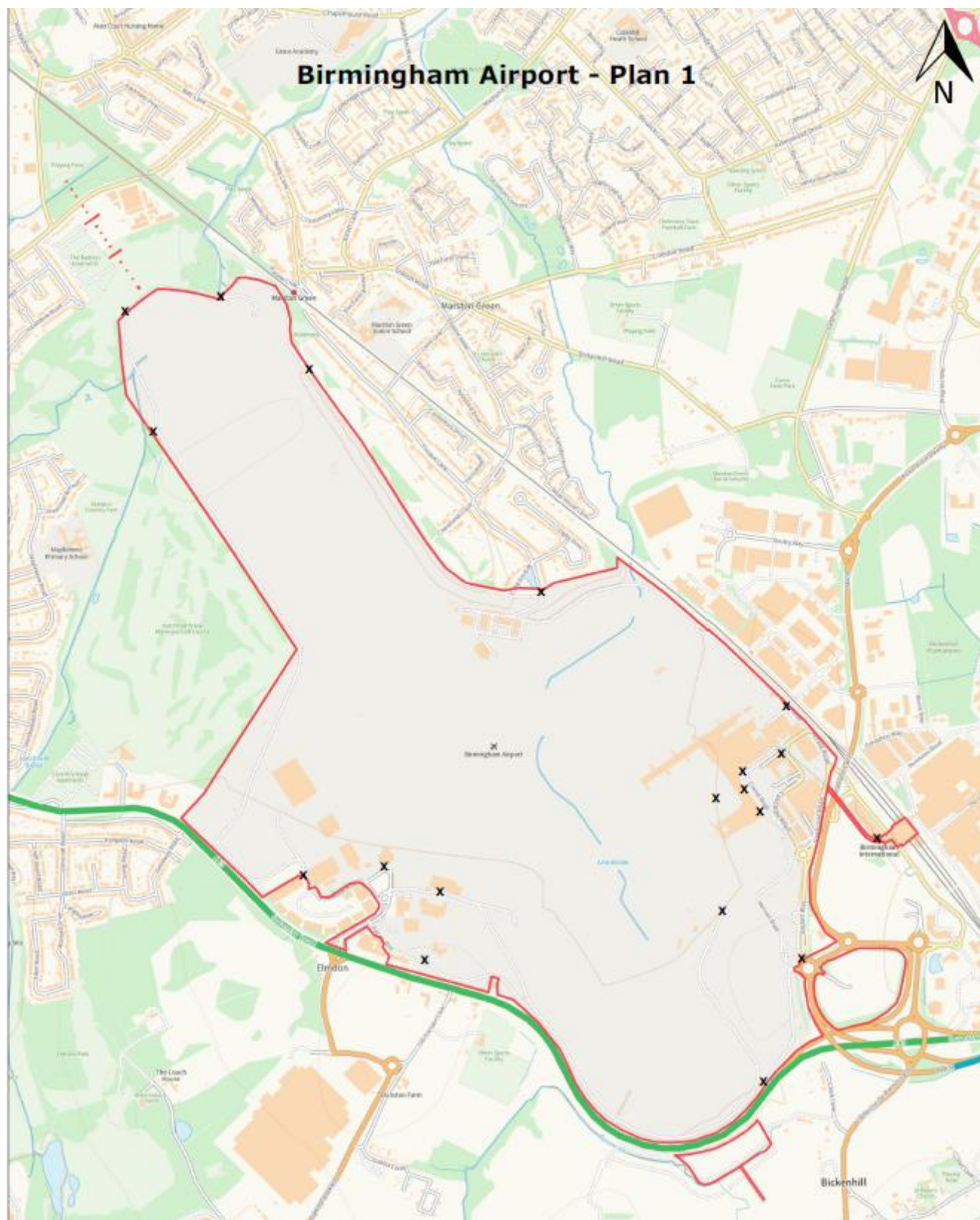
You must not contravene the terms of the Order and if you do, you may be in contempt of Court and sent to prison, fined or have your assets seized

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.



CLAIM NO: KB-2024-002473

**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.cefile-app.com>

SCHEDULE 1

Liverpool Airport - Plan 2



Map scale 1:11,000

Assumes printed map area measures 395mm 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.



CLAIM NO: KB-2024-002473

**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

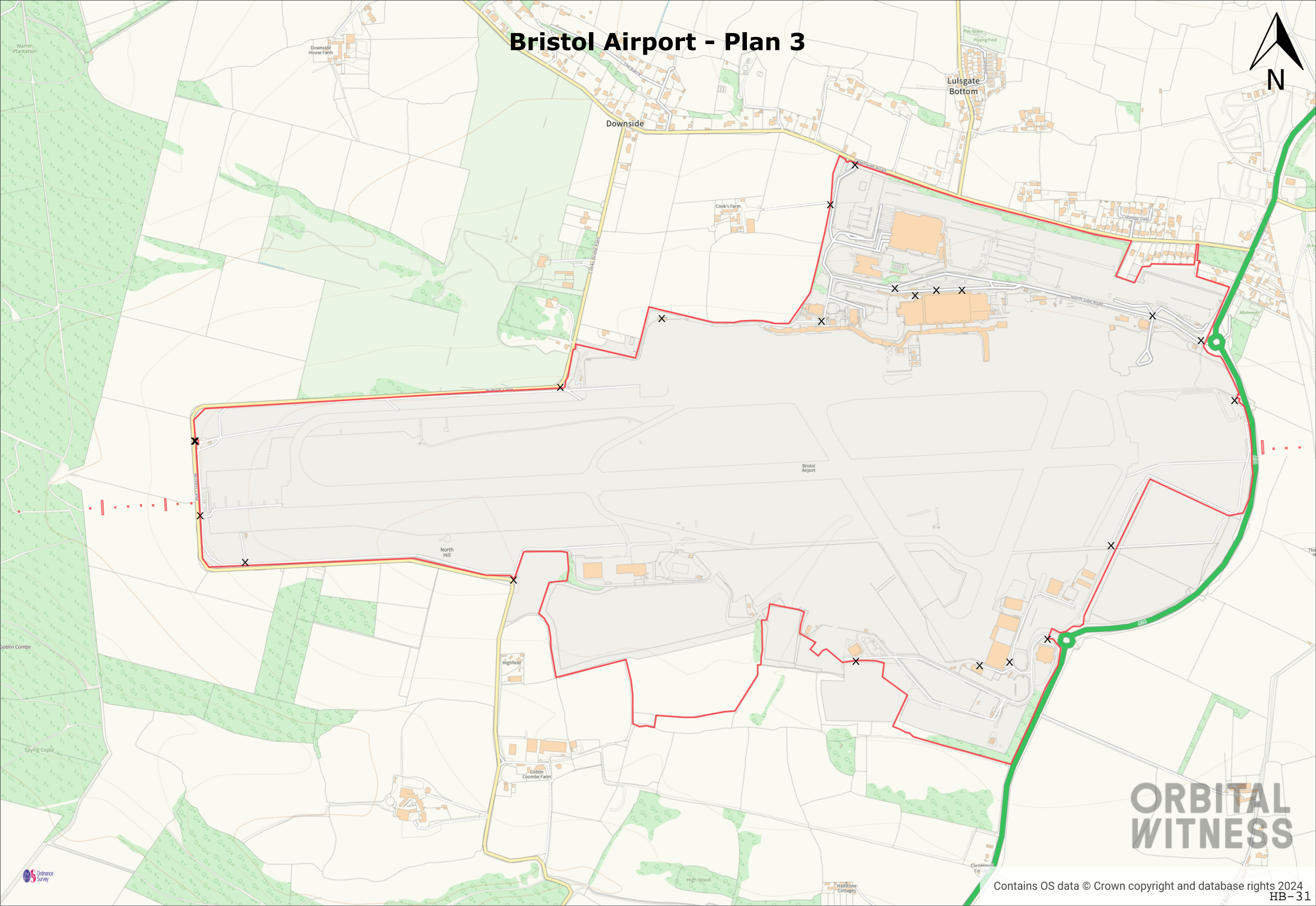
Eversheds Sutherland (International) LLP
NawaazAllybokus@eversheds-sutherland.com
07920 590 944

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.cefile-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 - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>

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.

	For court use only
Claim no.	
Issue date	

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

(1) BIRMINGHAM AIRPORT LIMITED of Diamond House, Birmingham Airport, Birmingham, West Midlands, B26 3QJ

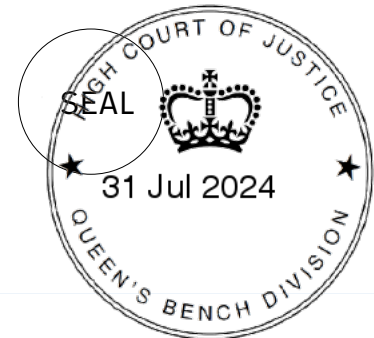
(2) LIVERPOOL AIRPORT LIMITED of Venus Building 1 Old Park Lane, Traffordcity, Manchester M41 7HA

(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



KB-2024-002473

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

31

Month

07

Year

2024

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.

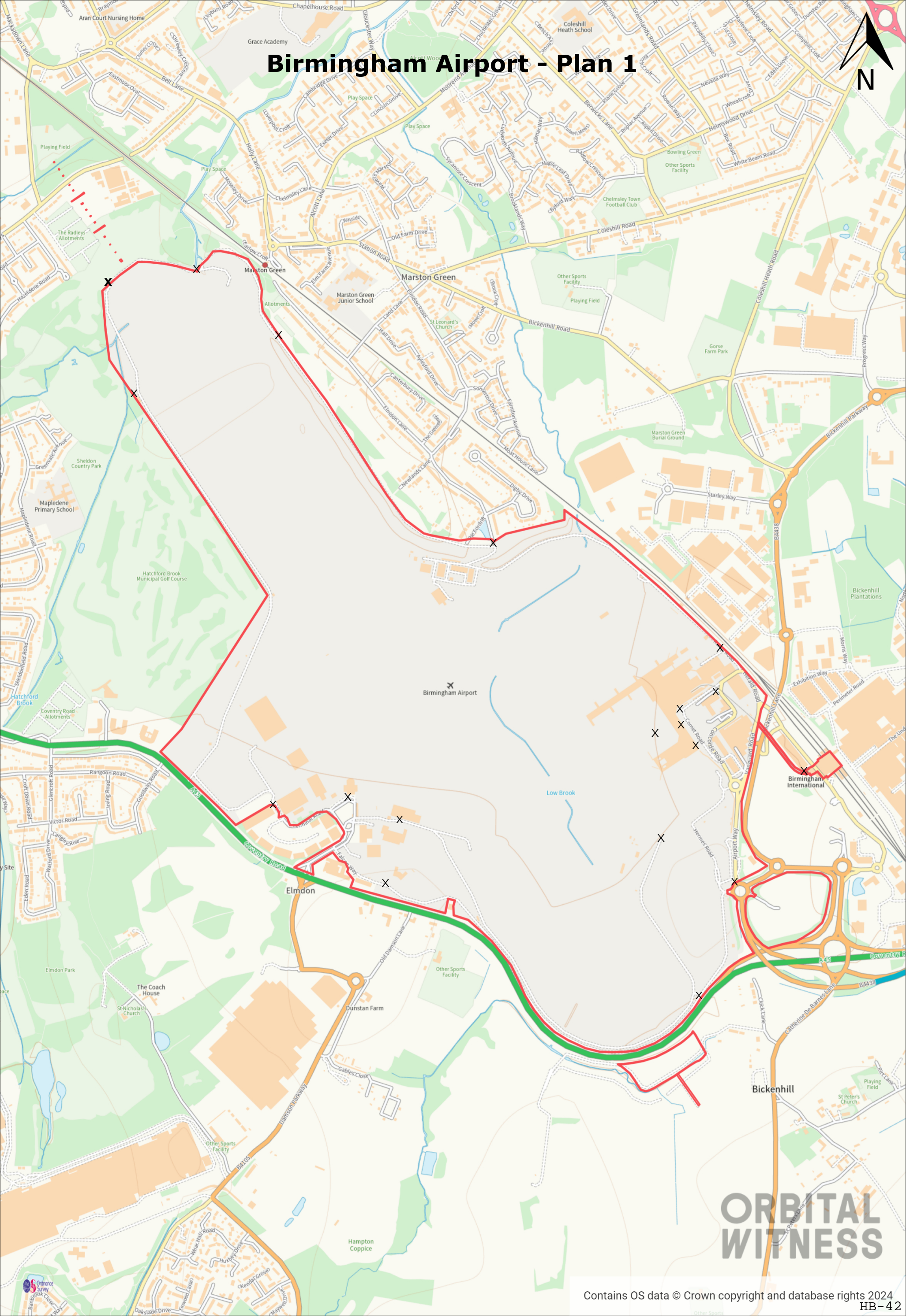
AllyboM/362291.1

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

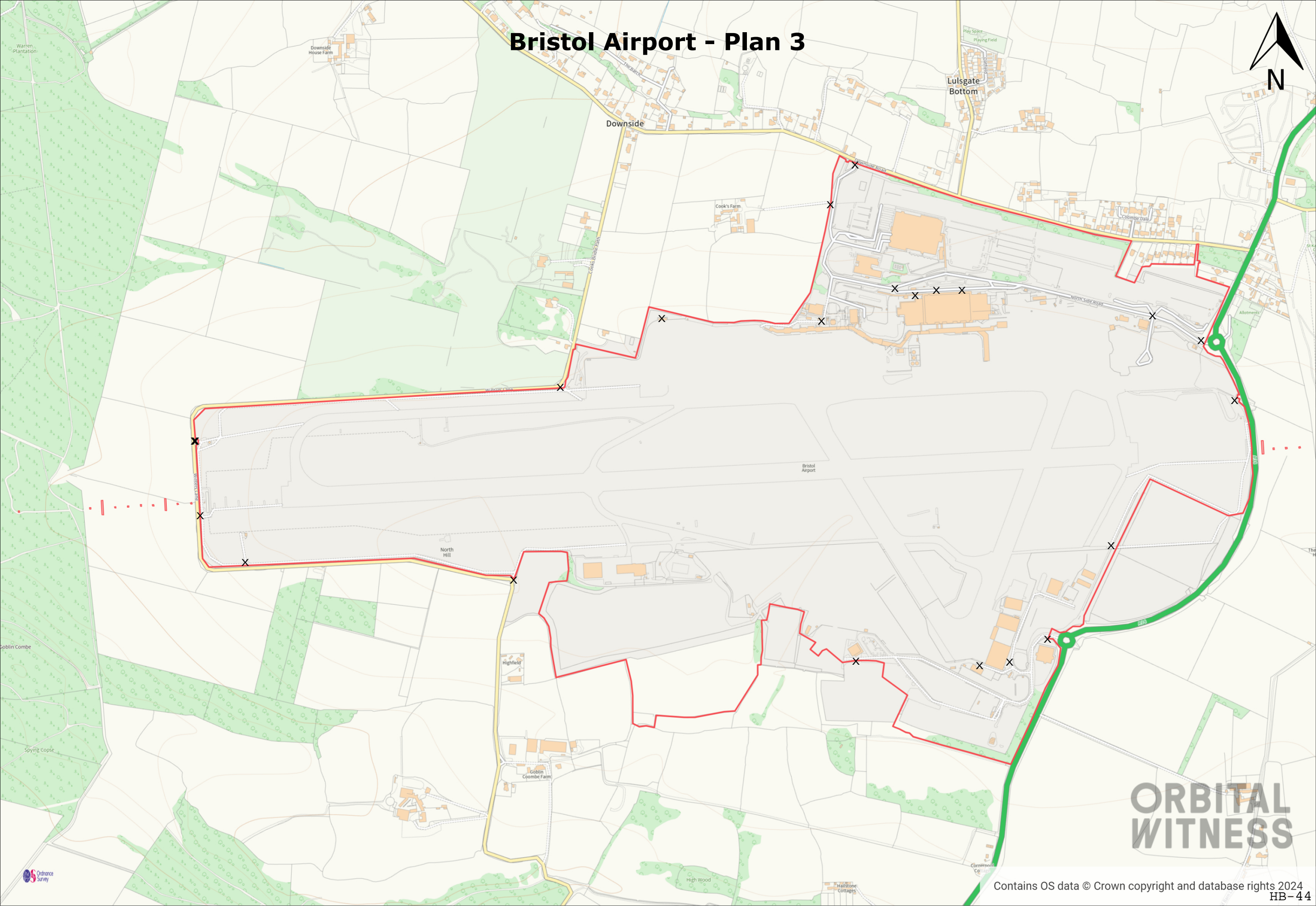


Map scale 1:11,000

Assumes printed map area measures 395mm 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 or 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 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.

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/join/zoom/register/tZIoduqqqTMtE9dgMMhlaymvEZgO45jqJ19A>)

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"

40. On 2 June 2024, Extinction Rebellion environmental activists blocked access to Farnborough Airport.
41. On 20 June 2024, supporters of "Just Stop Oil" carried out direct action at London Stansted Airport (in an area which is subject to an occupational arrangement with a third party), as part of a series of protests on climate change. This included:
 - a. an individual using an angle grinder to cut a hole in the perimeter fence of the airport;
 - b. two individuals trespassing the perimeter fence; and
 - c. spray painting two aircrafts orange using a fire extinguisher.
42. As a result of this direct action:
 - a. It was necessary to suspend operations on the runway at Stansted Airport for approximately 50 minutes.
 - b. the two individuals (known as Jenifer Kowalski and Cole Macdonald) were arrested and charged with causing criminal damage, aggravated trespass and interference with the use or operation of national infrastructure.

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

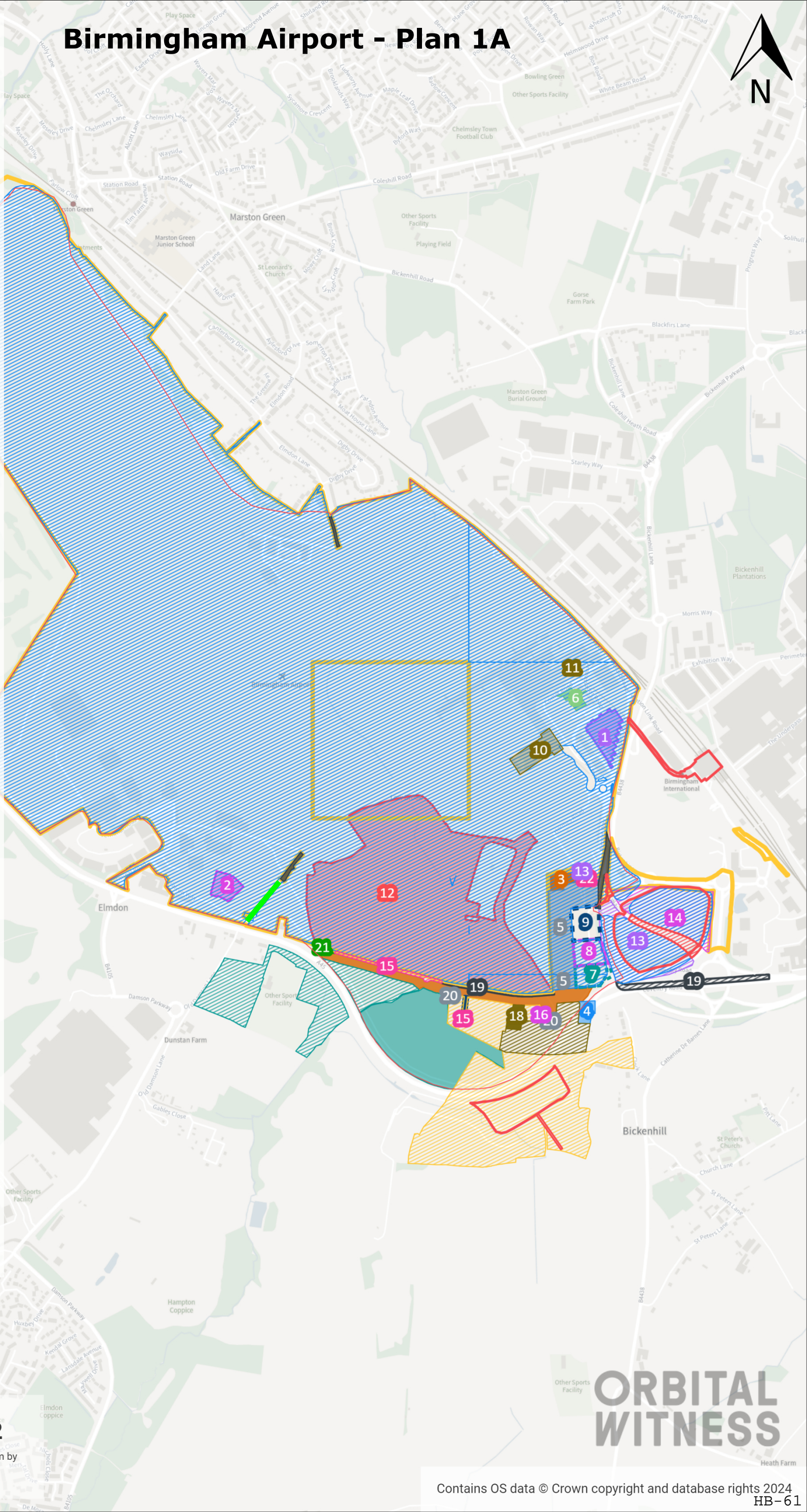
6. The Sixth Claimant is the registered proprietor of the following titles:-

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



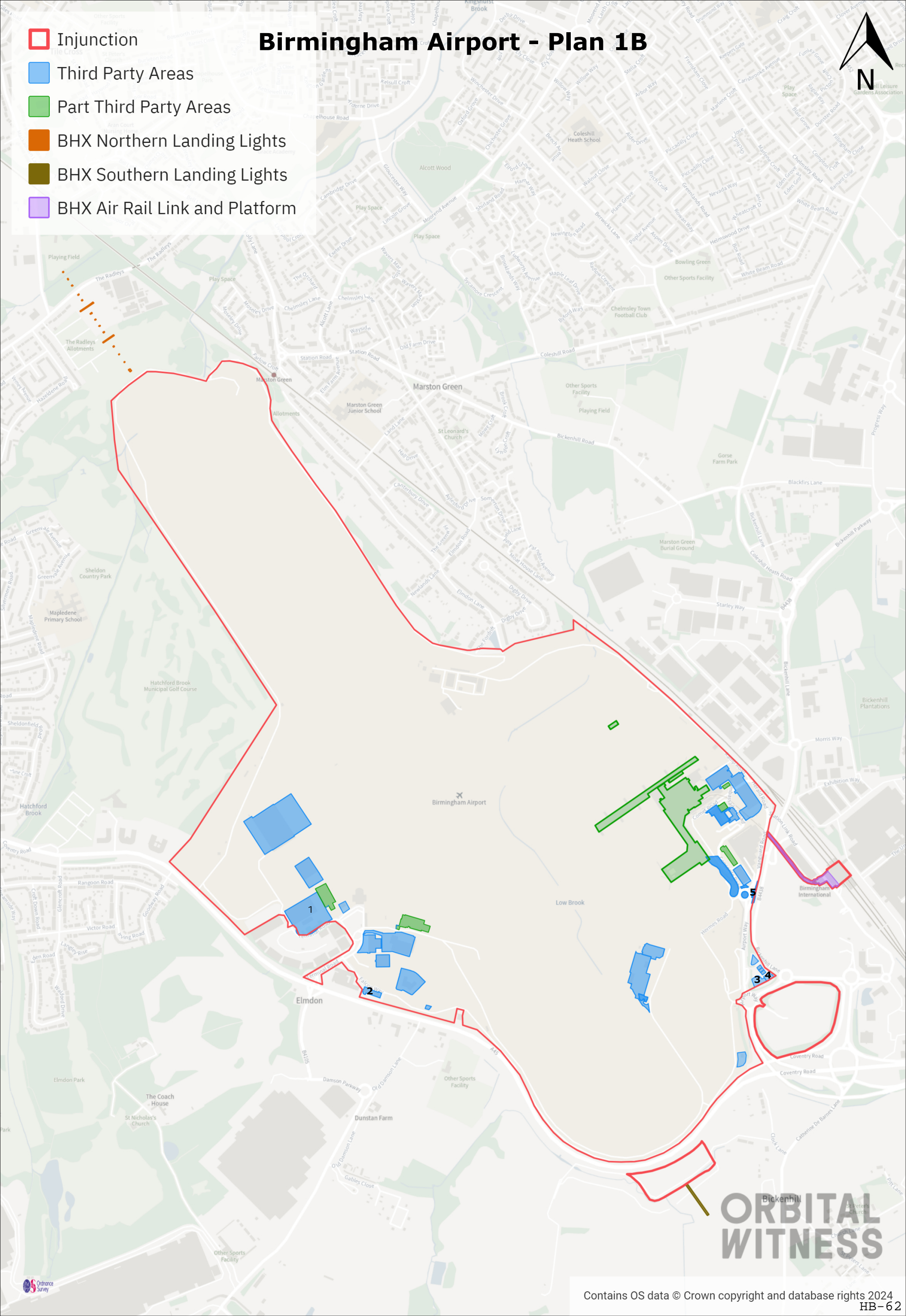
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Assumes printed map area measures 272mm by 395mm.

ORBITAL
WITNESS

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

Birmingham Airport - Plan 1B



**ORBITAL
WITNESS**

Liverpool Airport - Plan 2A



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

ORBITAL
WITNESS



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


Liverpool Airport - Plan 2B



ORBITAL
WITNESS

N



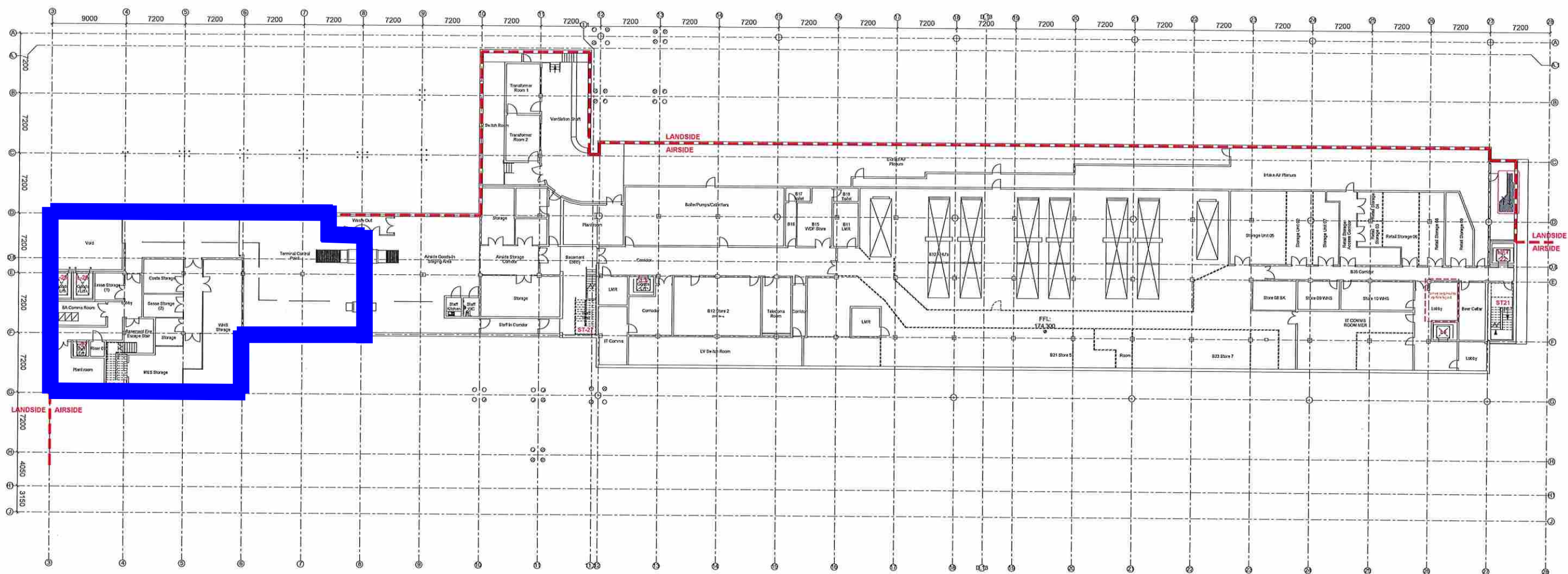
-  Injunction
-  Third Party Areas
-  Part Third Party Areas
-  BRS Western Landing Lights
-  BRS Eastern Landing Lights

Bristol Airport - Plan 3B



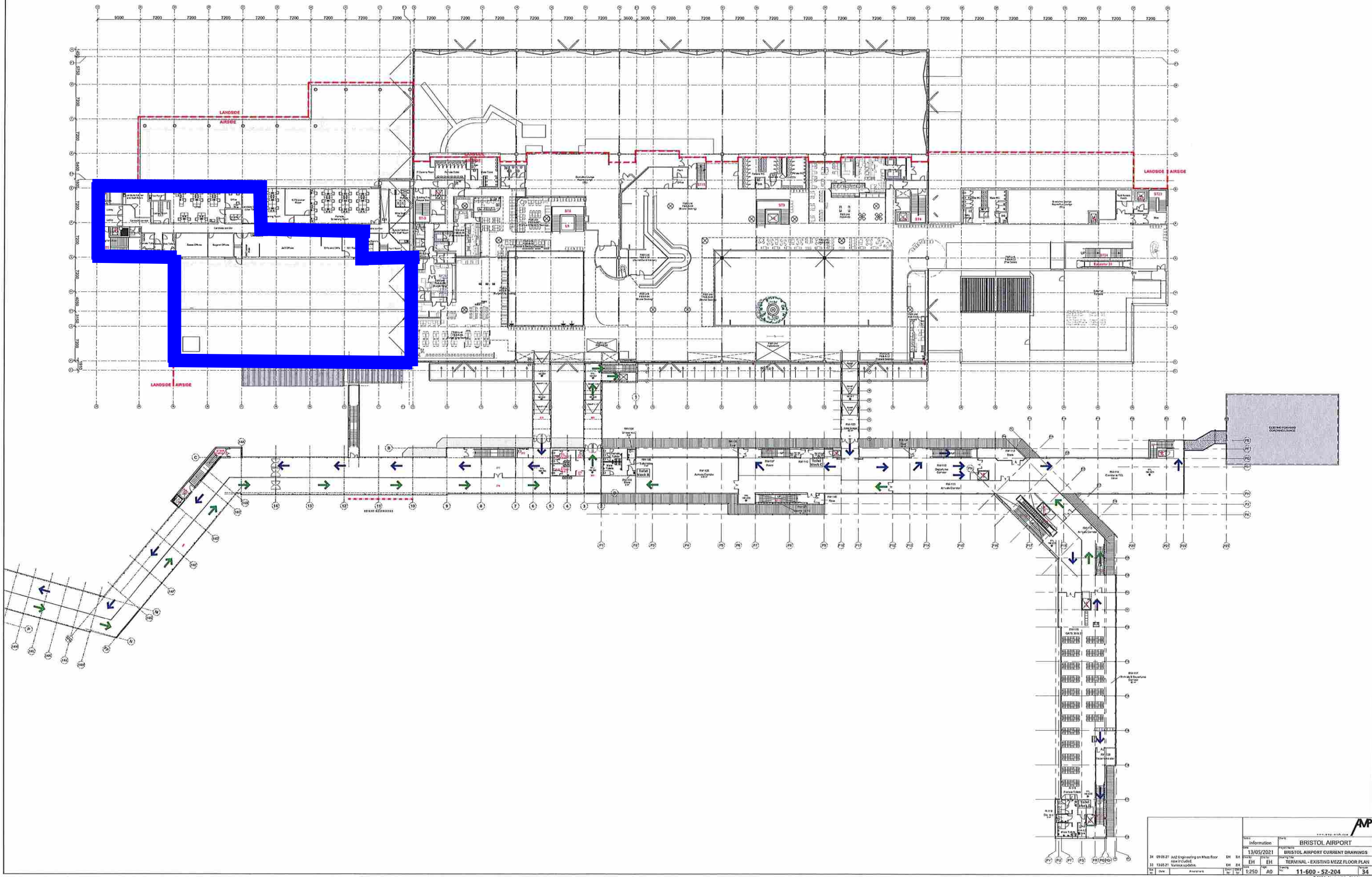
ORBITAL
WITNESS

Bristol Airport **Terminal Basement** - Plan 3C

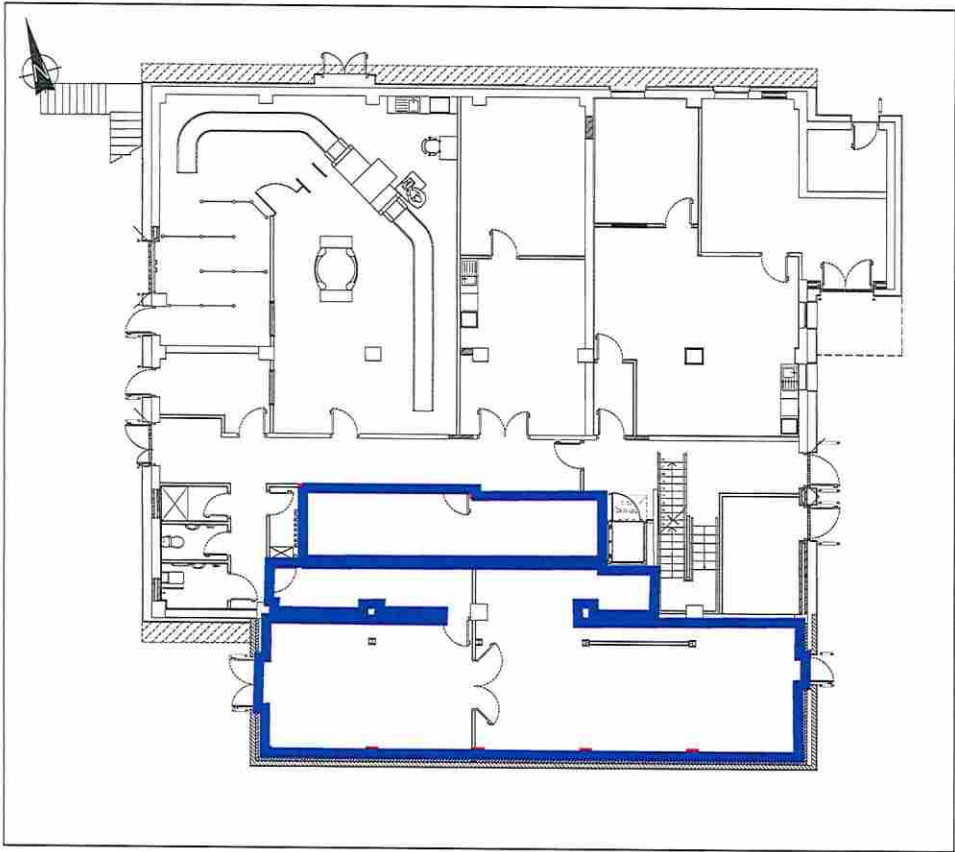


19 13.05.21 Various updates		EH	EH	Scale	Page	11-600 - S2-202		19
Rev	Date	Amendment	Drawn	Check	By	Scale	Page	Revision
1	13/05/2021		EH	EH		1:250	A0	
Information						Client: BRISTOL AIRPORT		
Date: 13/05/2021						Project Name: BRISTOL AIRPORT CURRENT DRAWINGS		
Drawing Title: TERMINAL - EXISTING BASEMENT FLOOR PLAN								

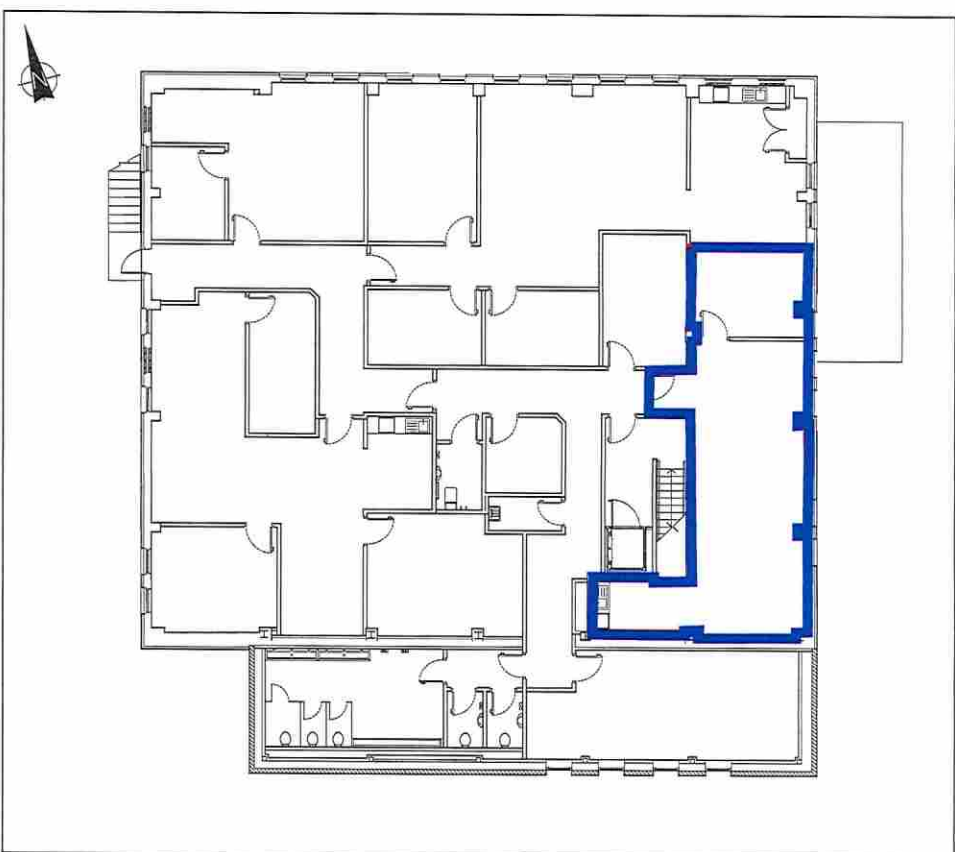
Bristol Airport Terminal **Mezzanine** - Plan 3D



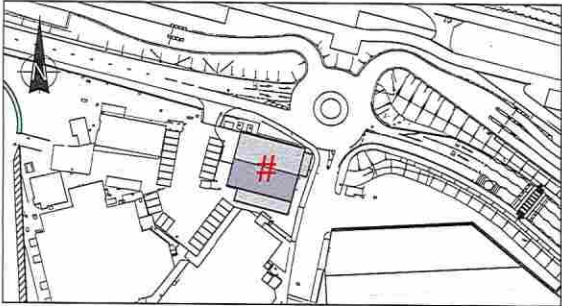
Bristol Airport **Northside House** - Plan 3E



LEASE PLAN - NSH GROUND FLOOR LEVEL
Scale 1:250



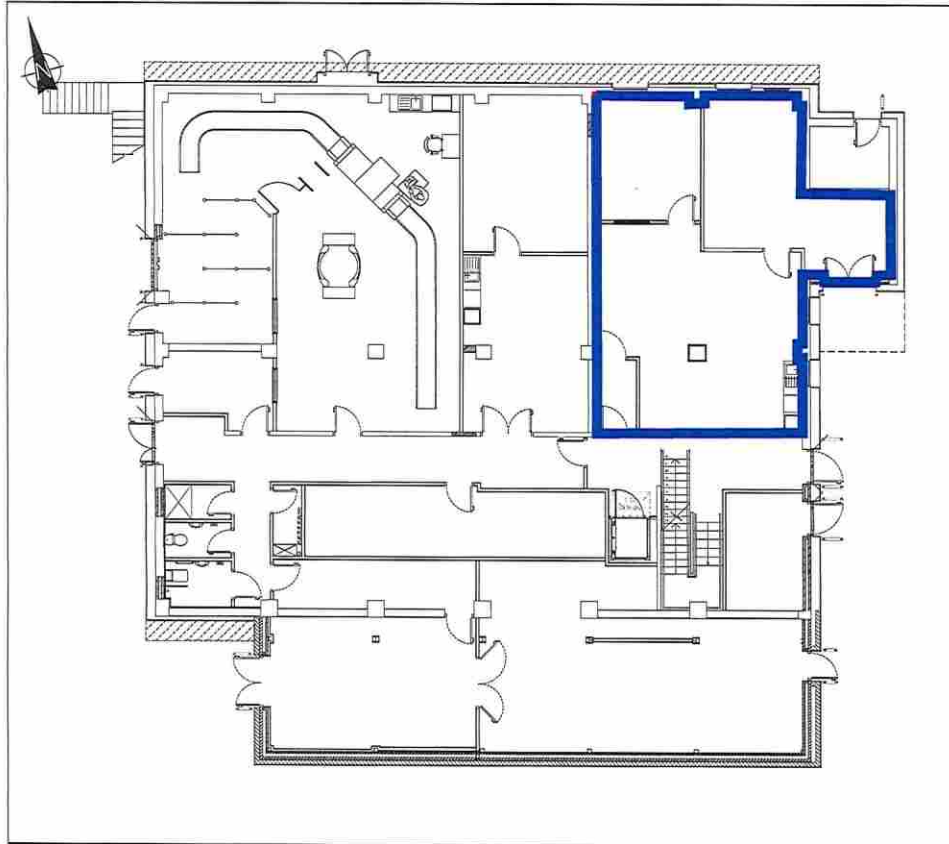
LEASE PLAN - NSH FIRST FLOOR LEVEL
Scale 1:250



SITE REFERENCE PLAN
Scale 1:2500

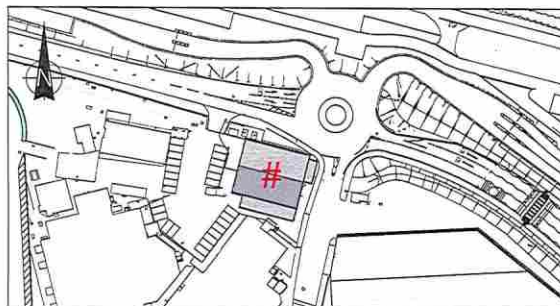
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					Status:		Client:			
					INFORMATION		BRISTOL AIRPORT			
					Date:		Project Name:			
					30/04/2019		NORTHSIDE HOUSE REFURB			
					Dwn by:		Ckd by:		Drawing Title:	
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					Scale:		Page:		Drawing No:	
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Rev no:		Date:		Amendment:		Drwn by:	Chk'd by:	Revision:		0

Bristol Airport Northside House - Plan 3F



LEASE PLAN - NSH GROUND FLOOR LEVEL



Scale 1:250



SITE REFERENCE PLAN

Scale 1:2500

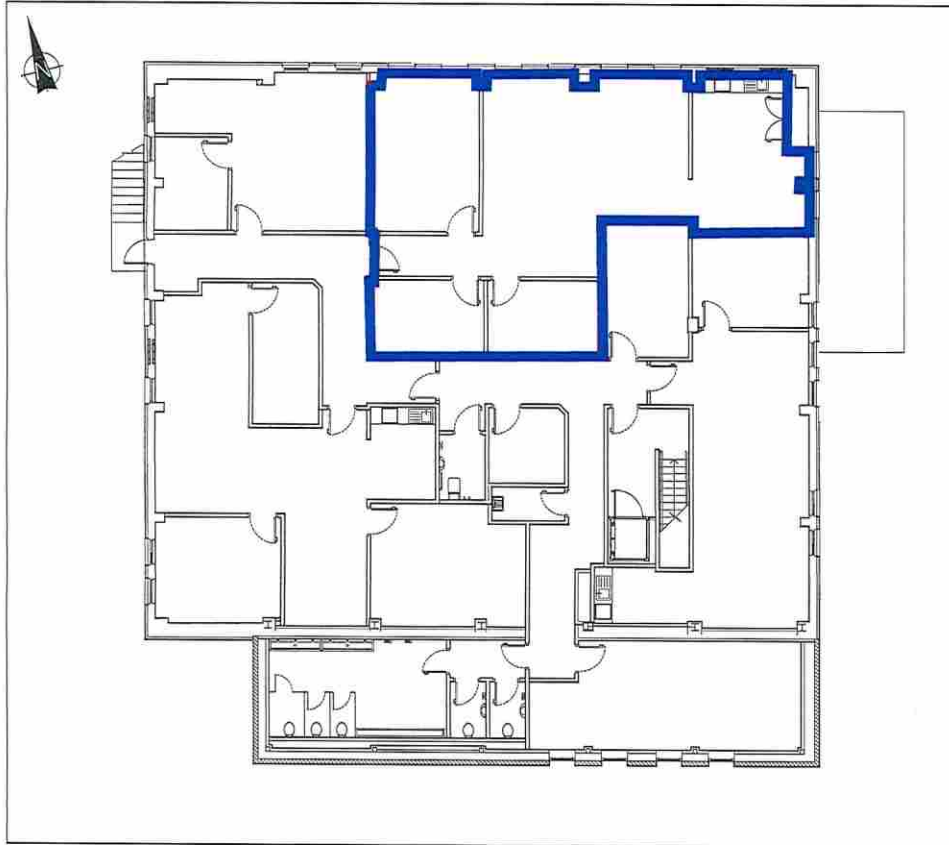
KEY

-  DENOTES LEASE DEMISE
TOTAL DEMISE AREA: **91.7m²**
-  DENOTES NORTHSIDE HOUSE (NSH) LOCATION

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Rev no:	Date:	Amendment:	Drwn by:	Chk'd by:	VARIES	A4	18034 - LE2-03	0

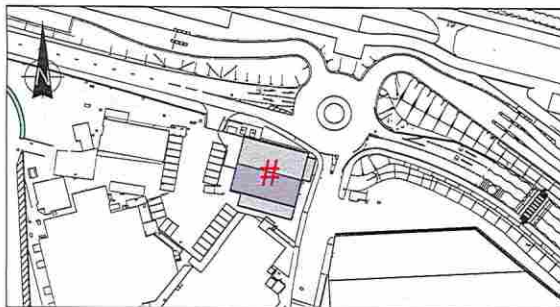
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Bristol Airport Northside House - Plan 3G



LEASE PLAN - NSH FIRST FLOOR LEVEL



Scale 1:250



SITE REFERENCE PLAN

Scale 1:2500

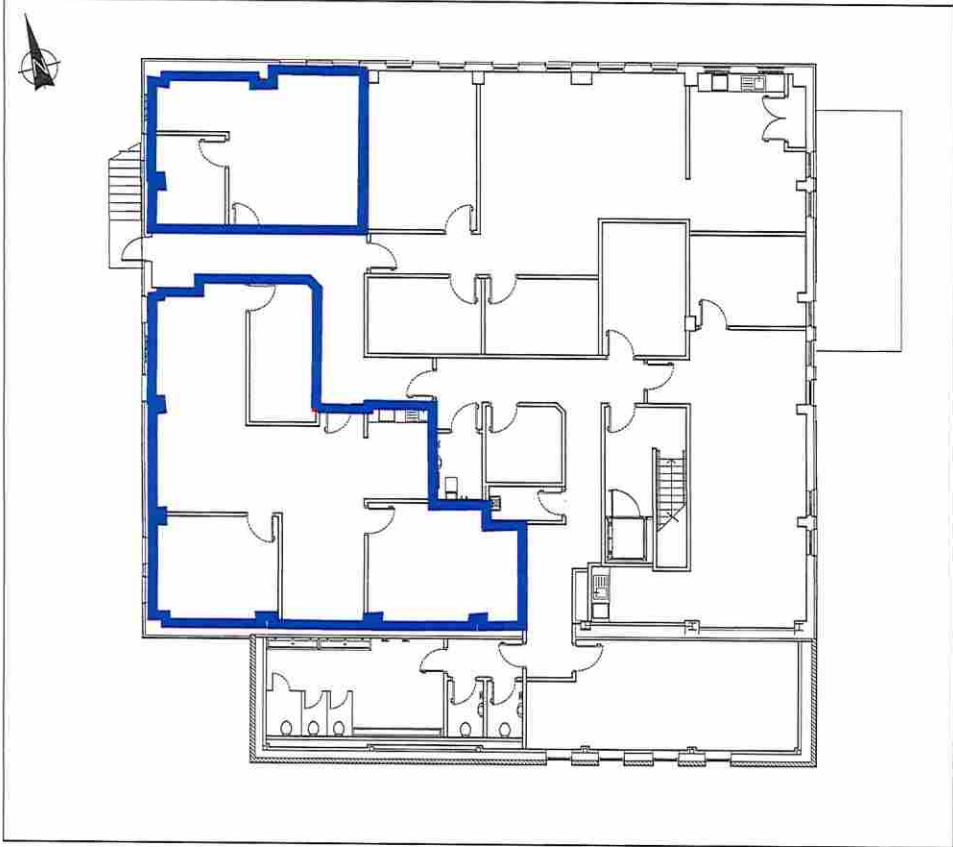
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-  DENOTES NORTHSIDE HOUSE (NSH) LOCATION

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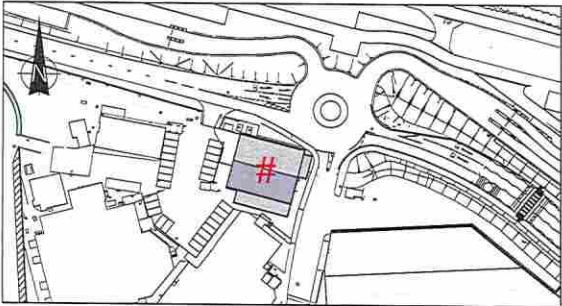
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Bristol Airport Northside House - Plan 3H



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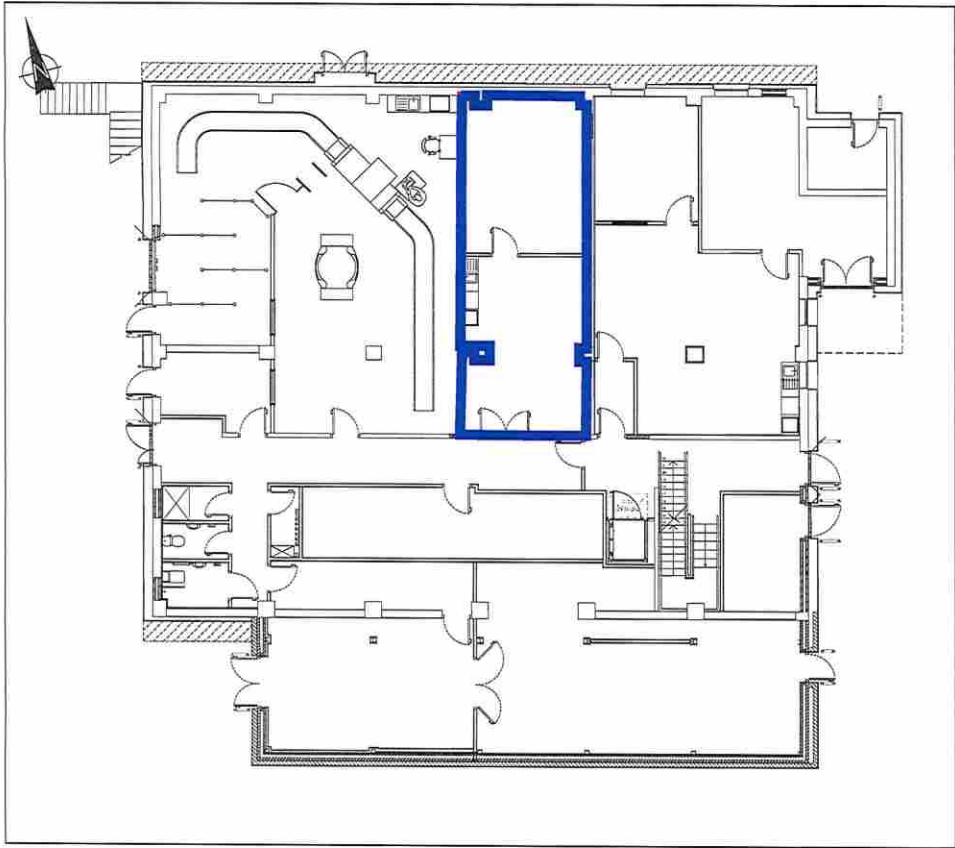


SITE REFERENCE PLAN

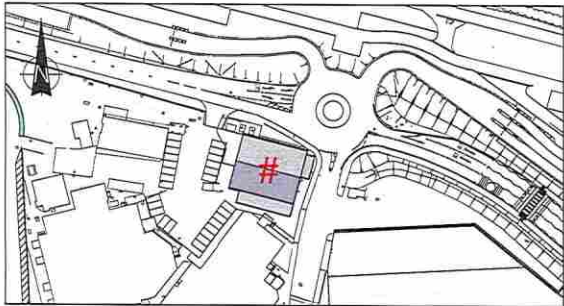
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					Status:		Client:	
					INFORMATION		BRISTOL AIRPORT	
					Date:		Project Name:	
					30/04/2019		NORTHSIDE HOUSE REFURB	
					Dwn by:		Drawing Title:	
					MM EH		easyJet (DHL)	
					Scale:		Drawing No:	
					Page:		Revision:	
Rev no: Date: Amendment: Drwn by: Chk'd by:					VARIES A4		18034 - LE2-04 0	

Bristol Airport Northside House - Plan 3I



LEASE PLAN - NSH GROUND FLOOR LEVEL
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SITE REFERENCE PLAN
Scale 1:2500

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					Status: INFORMATION		Client: BRISTOL AIRPORT	
					Date: 30/04/2019		Project Name: NORTHSIDE HOUSE REFURB	
					Dwn by: MM	Ckd by: EH	Drawing Title: MORSON	
					Scale: VARIES	Page: A4	Drawing No: 18034 - LE2-02	Revision: 0
Rev no:	Date:	Amendment:	Drwn by:	Chk'd by:				

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		Claim no.	
Fee account no. (if applicable)		Help with Fees – Ref. no. (if applicable)	
		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?
Eversheds Sutherland (International) LLP
KB-2024-002473

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?
(1) An injunction to restrain the Defendants from entering, occupying or remaining on the land defined in the Particulars of Claim; and (2) An order for service of the Claim Form, the Particulars of Claim, the Application Notice, evidence in support and the Order / Injunction by alternative means pursuant to CPR 6.15, CPR 6.27, CPR 81.4(2)(c) and CPR 81.4(2)(d)

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

Month

Year

Full name

Name of applicant's legal representative's firm

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

Applicant’s address to which documents should be sent.

Building and street

Second line of address

Town or city

County (optional)

Postcode

--	--	--	--	--	--	--	--

If applicable

Phone number

Fax phone number

DX number

Your Ref.

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	<p><i>Tampering with Aircraft</i></p> <p><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></p>
3.2	<p><i>Boarding Aircraft</i></p> <p><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></p>
3.6	<p><i>Protection of Obstacle Limitation Surfaces</i></p> <p><i>No person shall construct a permanent or temporary structure or operate a crane or other machinery that penetrates the Obstacle Limitation Surface.</i></p>
3.7	<p><i>No person shall tamper with, interfere with or misuse any Airport Equipment without lawful authority or reasonable cause or excuse.</i></p>
3.8	<p><i>No person shall:-</i></p> <p>3.8.1 <i>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></p> <p>3.8.2 <i>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></p> <p>3.8.3 ...</p>
3.24	<p><i>Identification</i></p> <p><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></p>
3.25	<p><i>Loitering</i></p> <p><i>No person shall loiter on, sleep at, frequent or remain on the Airport or any part thereof without reasonable cause.</i></p>
3.27	<p><i>Access to Airport</i></p> <p><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></p>

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 destination 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

	<p>(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</p> <p>(b) issued with a caution by the police in respect of such an offence;</p> <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>	
3.30	<p>Unattended Baggage</p> <p>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.</p>	2
3.31	<p>Intoxicated on Airport land or property</p> <p>No person shall be intoxicated or under the influence of drugs or other intoxicating substances on Airport land or property.</p>	3
3.32	<p>Test for intoxication</p> <p>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.</p>	3
3.33	<p>Consumption of alcohol</p> <p>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.</p>	3
3.34	<p>Sale of intoxicating substances</p> <p>No person shall sell alcohol other than on Authorised Premises or sell any other intoxicating substances anywhere on Airport land or property.</p>	3
3.35	<p>Soilage</p> <p>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.</p>	2
3.36	<p>No demonstrations etc.</p> <p>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.</p>	3
3.37	<p>No display of flags or 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>	2
3.38	<p>Skateboards/roller-skates etc.</p> <p>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.</p>	3
3.39	<p>Use of Emergency Stop etc.</p> <p>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.</p>	4

3.40	<i>Tampering with lift etc.</i> 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	<i>No litter</i> 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	<i>Change to building or structure</i> 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	<i>Uncovered refuse containers</i> No person shall leave uncovered refuse containers in the Airport.	3
3.44	<i>Spitting</i> 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
<i>Animals</i>		
3.45	<i>Control of Animals</i> 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	<i>Grazing of Animals</i> 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	<i>Use of Aircraft engine in hangar</i> No person shall run or cause to be run an Aircraft engine in a hangar.	2
4.2	<i>Cleaning and servicing of Aircraft</i>	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	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.	2
6.2	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.	2
6.3	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.	2
6.4	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.	2
6.5	Acceptance of fare No driver of a Taxi shall refuse to accept a fare:	
	(a) unreasonably;	2
	(b) because the person wishing to be carried has a protected characteristic (as defined in the Equality Act 2010 ¹²) unless: 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.	
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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: <ul style="list-style-type: none"> (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 <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (a) personal injury is caused to a person other than the driver of that Vehicle; or (b) damage is caused: <ul style="list-style-type: none"> 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.	
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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.

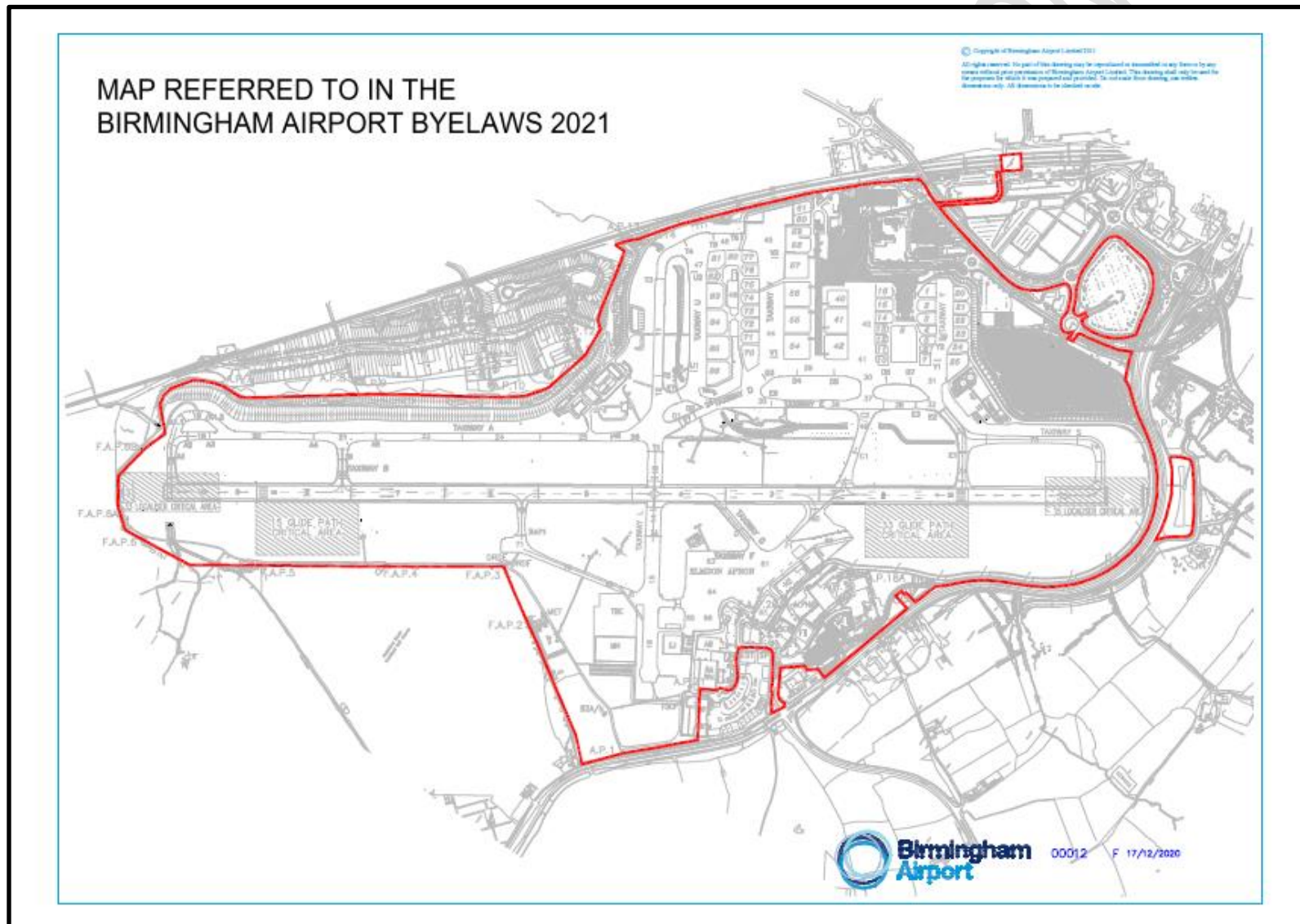
SIGNED BY

.....

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

DRAFT FOR CONSULTATION

Map referred to in the Birmingham Airport Limited Byelaws 2021



Party: Claimants
Name: John Irving
Number: First
Date: 31.07.24
Exhibits: "JI1"

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
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 MS575438 (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 (t/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 LJLA 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 LJLA Byelaws are attached to this statement marked "**J11**".
24. In headline terms, the LJLA Byelaws set out acts which are prohibited and others for which permission is required.
25. The LJLA 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 LJLA 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> <ol 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 LJLA 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.



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

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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:

- a. byelaw 4(17) shall not exceed the standard scale level 2¹,
- b. 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,
- c. 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 28 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 byelaw 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) Failure 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:

Paul Winfield

Address of witness:

5 Ingledens Road

L18 3HT

Occupation of witness:

Aviation Director

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

11 DECEMBER

2022.

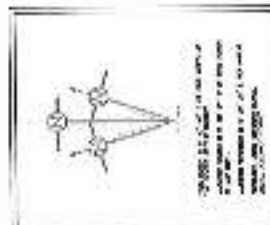
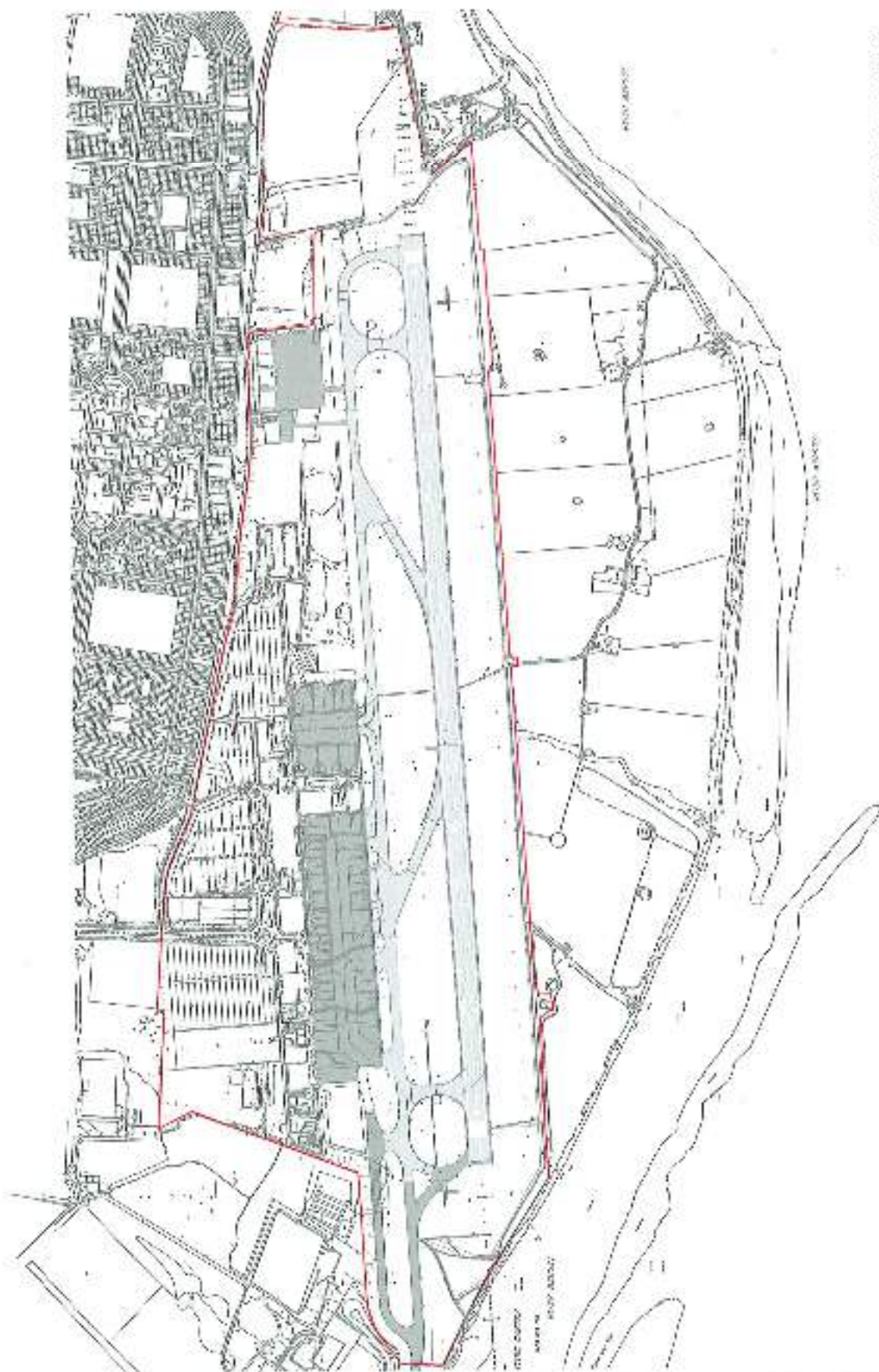
SIGNED BY

Philip Haslam [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.



Liverpool John Lennon Airport	
Trafalgar, Merseyside, L24 0YD	
IATA Code: LPL	
ICAO Code: EGNL	
Elevation: 200 ft (61 m)	
Runway: 08/26, 1,000 x 150 ft	
Taxiway: 01/19, 1,000 x 150 ft	
Gate: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	

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	<i>ACTS WHICH ARE PROHIBITED ABSOLUTELY</i> <i>No person shall for any reason</i>
4.1	<u><i>Tampering with Aircraft</i></u> <i>tamper or interfere with any Aircraft or anything used in connection with any Aircraft.</i>
4.2	<u><i>Entering Aircraft without authority</i></u> <i>Enter, climb upon or board any Aircraft without authority of the person in charge of it.</i>
4.3	<u><i>Tampering with equipment regulating access</i></u> <i>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.</i>
4.7	<u><i>Interference with communication and navigation systems</i></u> <i>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.</i>
4.8	<u><i>Tampering with communications systems</i></u> <i>tamper with or misuse any telephone or telecommunications systems or apparatus provided for transmitting and receiving messages at the Airport.</i>
4.12	<u><i>Notices</i></u> <i>fail to observe or comply with any notice prohibiting or restricting access to any part of the Airport.</i>

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	<u>ACTS WHICH ARE PROHIBITED WITHOUT CONSENT</u>
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	<u>GENERAL</u>
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

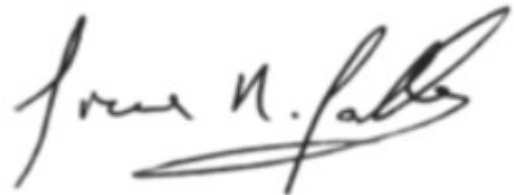
43. Although I cannot foresee any way in which anyone affected by the injunction could suffer loss or damage, I am authorised on behalf of the Fourth, Fifth and Sixth Claimants to provide the necessary cross-undertaking to pay any sum which the Court considers appropriate to compensate anyone affected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

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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.

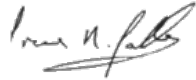
11. REVOCATION OF BYELAWS

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 horizontal line.

Secretary

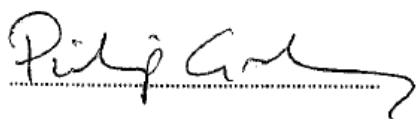
Graeme Gamble

Dated

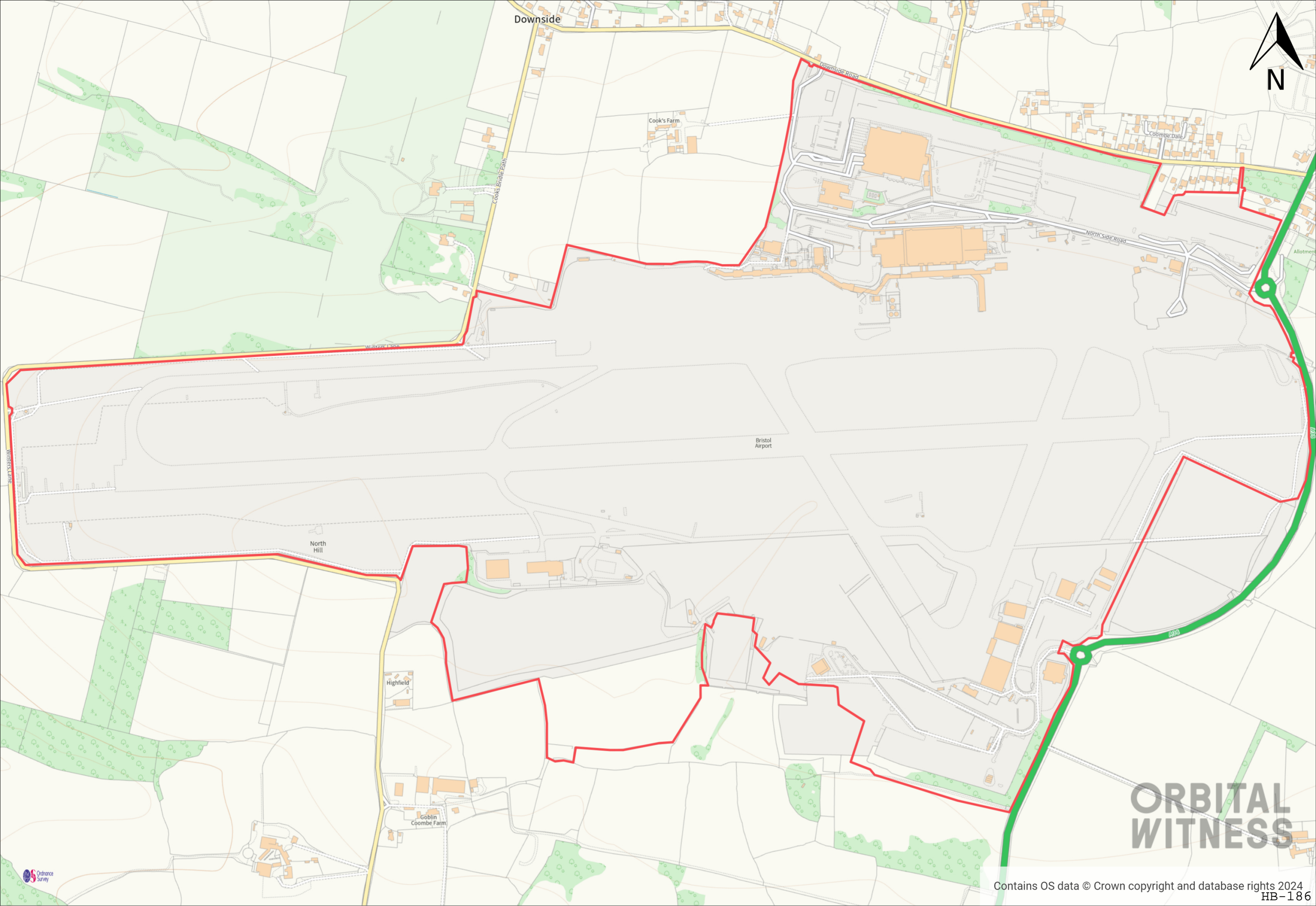
29/07/2024

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 black ink, appearing to read 'Philip Graham', written over a dotted line.

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



**ORBITAL
WITNESS**

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

33.2 a page dealing with imminent hearings involving JSO activists in the Magistrates and Crown Courts;

33.3 a page dealing with support for individuals facing criminal charges (including for those who are currently in prison); and

33.4 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 Misérables 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
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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/join/zoom-join?secret=045jqJ19A&from=register>)

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 📍 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/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

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

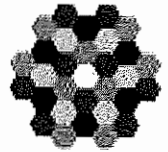
and

- (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 Disposee 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.

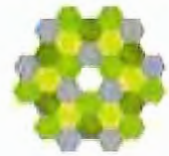
- 2 (25.03.2024) The land tinted blue on the title plan is subject to any legal easements created by the High Speed Rail (London - West Midlands) General Vesting Declaration No. 923 dated 16 February 2022.

NOTE: Copy filed under MM65462.

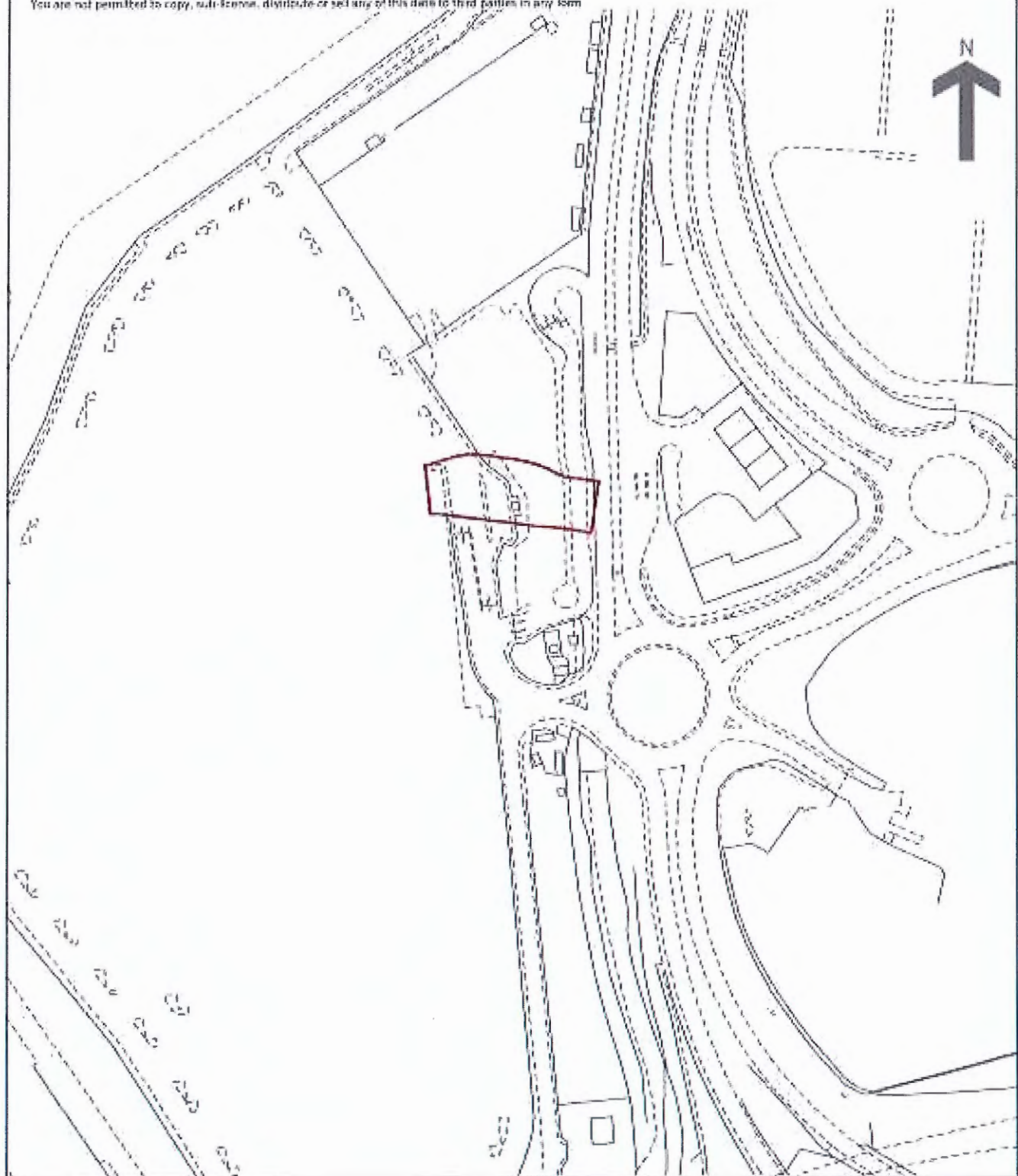
End of register

HM Land Registry
Official copy of
title plan

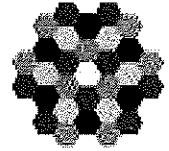
Title number **WK106592**
Ordnance Survey map reference **SP1883SW**
Scale **1:2500**
Administrative area **West Midlands :**
Solihull



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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.

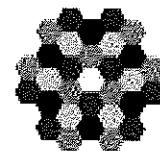
Schedule of notices of leases

	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

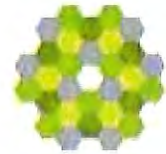
NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

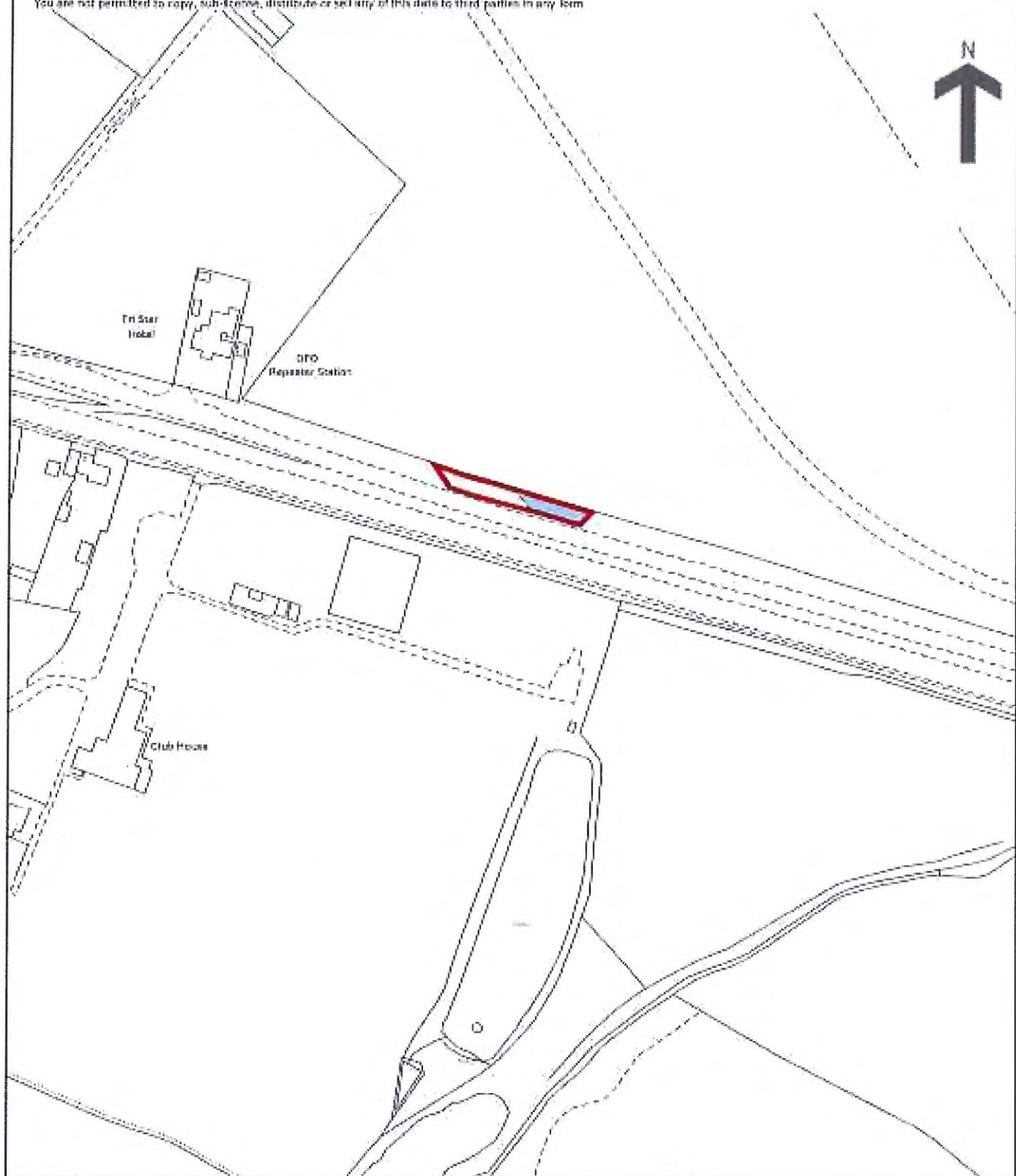
End of register

HM Land Registry
Official copy of
title plan

Title number **MM14813**
Ordnance Survey map reference **SP1783SE**
Scale **1:2500**
Administrative area **West Midlands :**
Solihull



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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.

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- 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.

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NOTE: Copy filed under WK46604.

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A: Property Register continued

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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 .

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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

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.

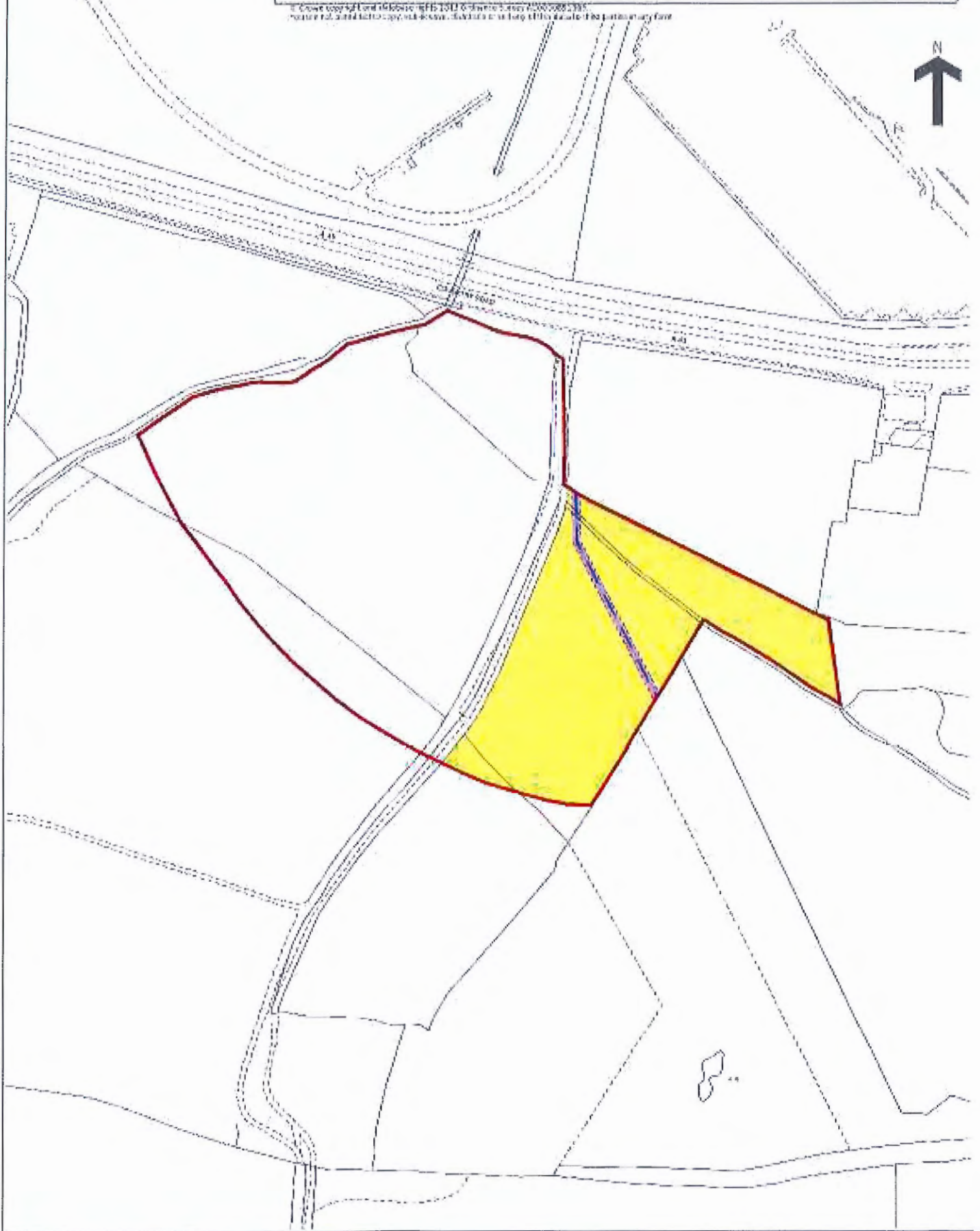
End of register

HM Land Registry
Official copy of
title plan

Title number **MM20794**
Ordnance Survey map reference **SP1782NE**
Scale **1:2500**
Administrative area **West Midlands :**
Solihull



This Official Copy of the title plan is for information only. It is not a legal document. It is not a substitute for a legal document. It is not a substitute for a legal document. It is not a substitute for a legal document.





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

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 Disposee 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
BIRMINGHAM DISTRICT

County—WARWICKSHIRE

O.S. Sheet SP 1803

J.T. & S.M.

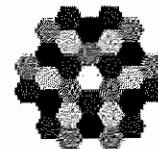
Green Copyright Reserved

The boundaries shown by
dotted lines are to be placed
subject to the plan and are
subject to the usual covenants

BICKE



Factory



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.

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.

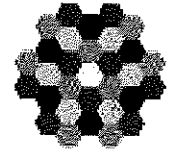
The said Deed also contains restrictive covenants by the grantor.

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 .

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
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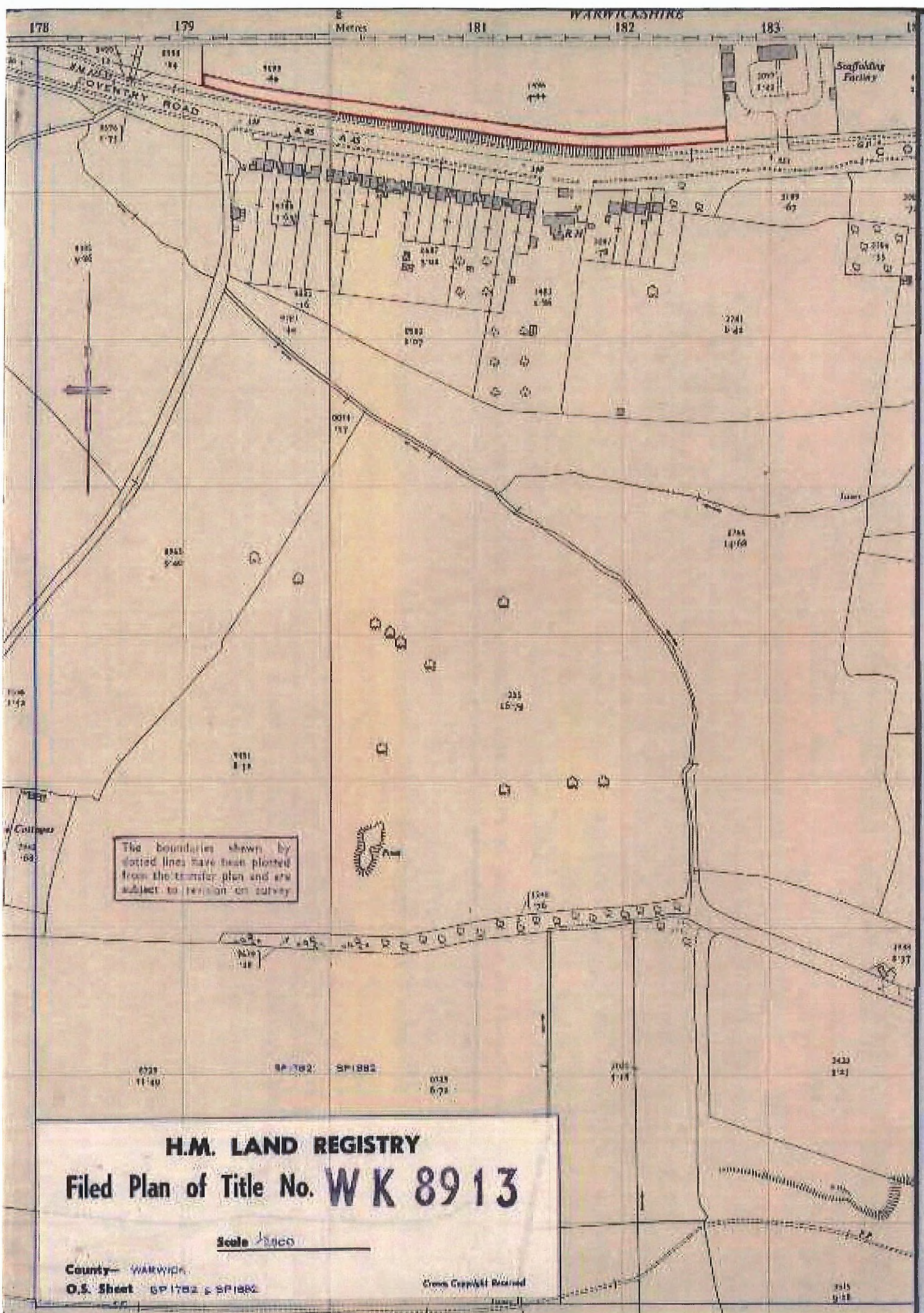
at Birmingham Airport

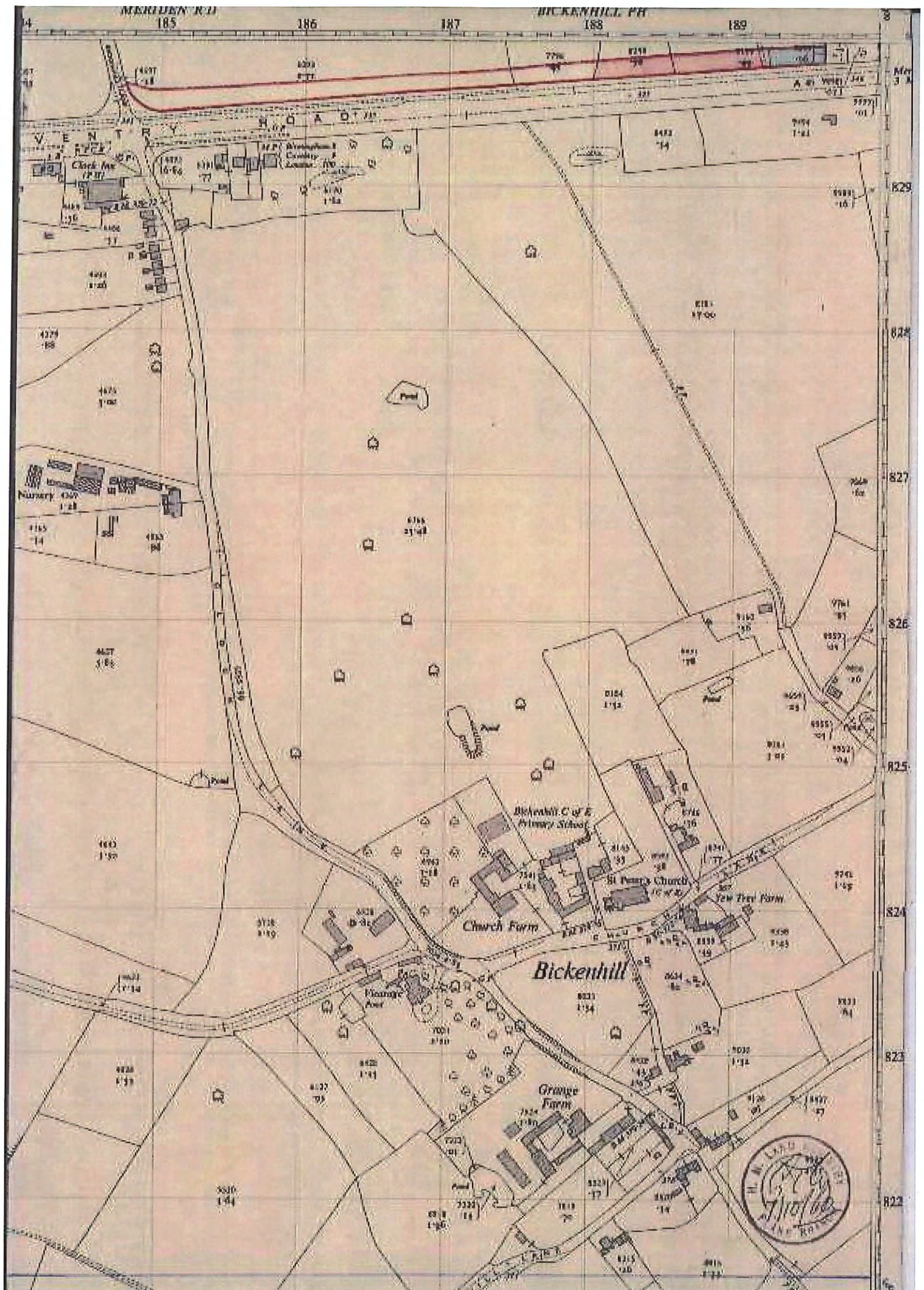
51 years from
19/6/2013

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







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 .
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- 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 .
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- 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.
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- 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.

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.

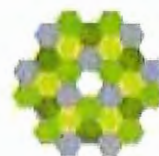
NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

Title number WM141554

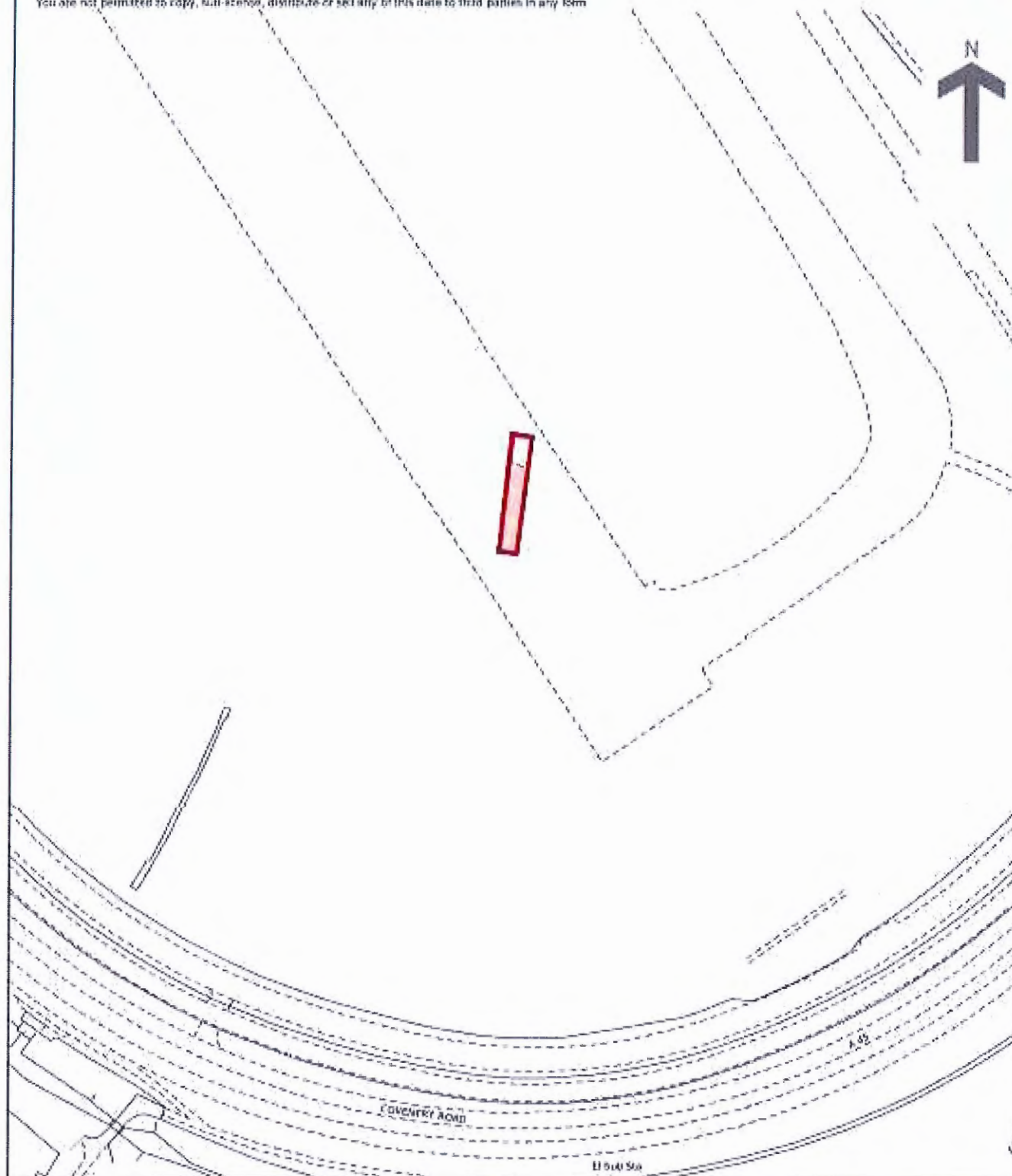
End of register

HM Land Registry
Official copy of
title plan

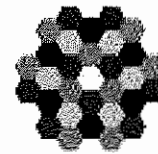
Title number **WM141554**
Ordnance Survey map reference **SP1782NE**
Scale **1:2500**
Administrative area **West Midlands :**
Solihull



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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, Edmdon.

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.

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

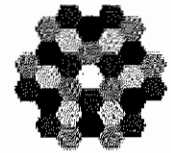
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	27.06.1995 edged and numbered 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 23, 24 and 25 in blue NOTE: The lease comprises also other land	Part of Birmingham International Airport	31.03.1995 999 years from 31.3.1995	WM614956
2	09.12.2016 edged and numbered 15 in blue (part of) NOTE 1: The lease comprises also other land.	site of a runway extension site, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

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 conveyed 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.

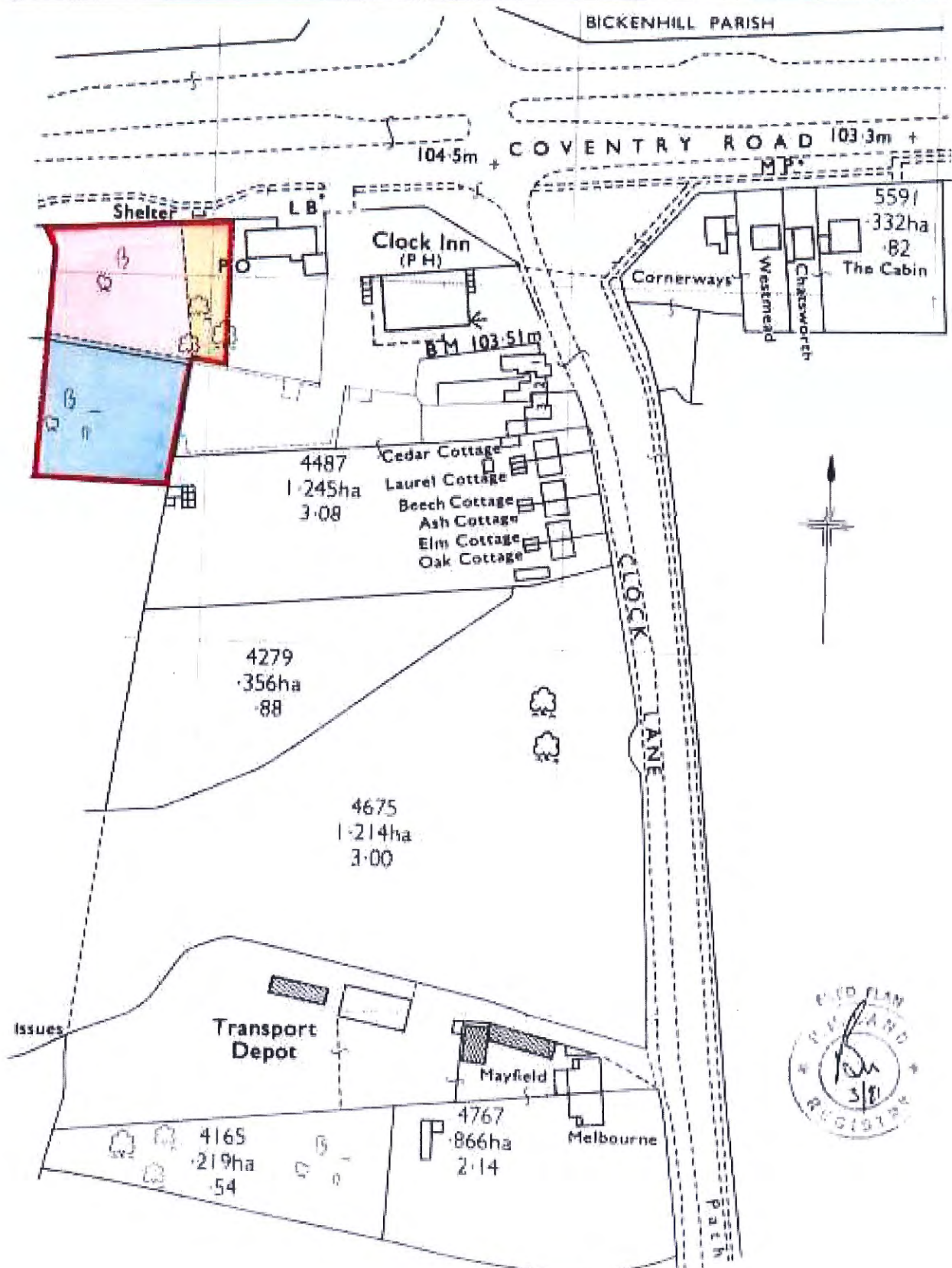
- 4 (28.07.2023) The land is subject to any rights that are vested, pursuant to a general vesting declaration dated 30 December 2022 in National Highways Limited and which affect the registered land.

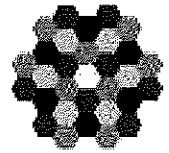
The said Deed also contains restrictive covenants.

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
			C
Scale: 1/1250 Enlarged from 1/2500		SOLIHULL 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

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.

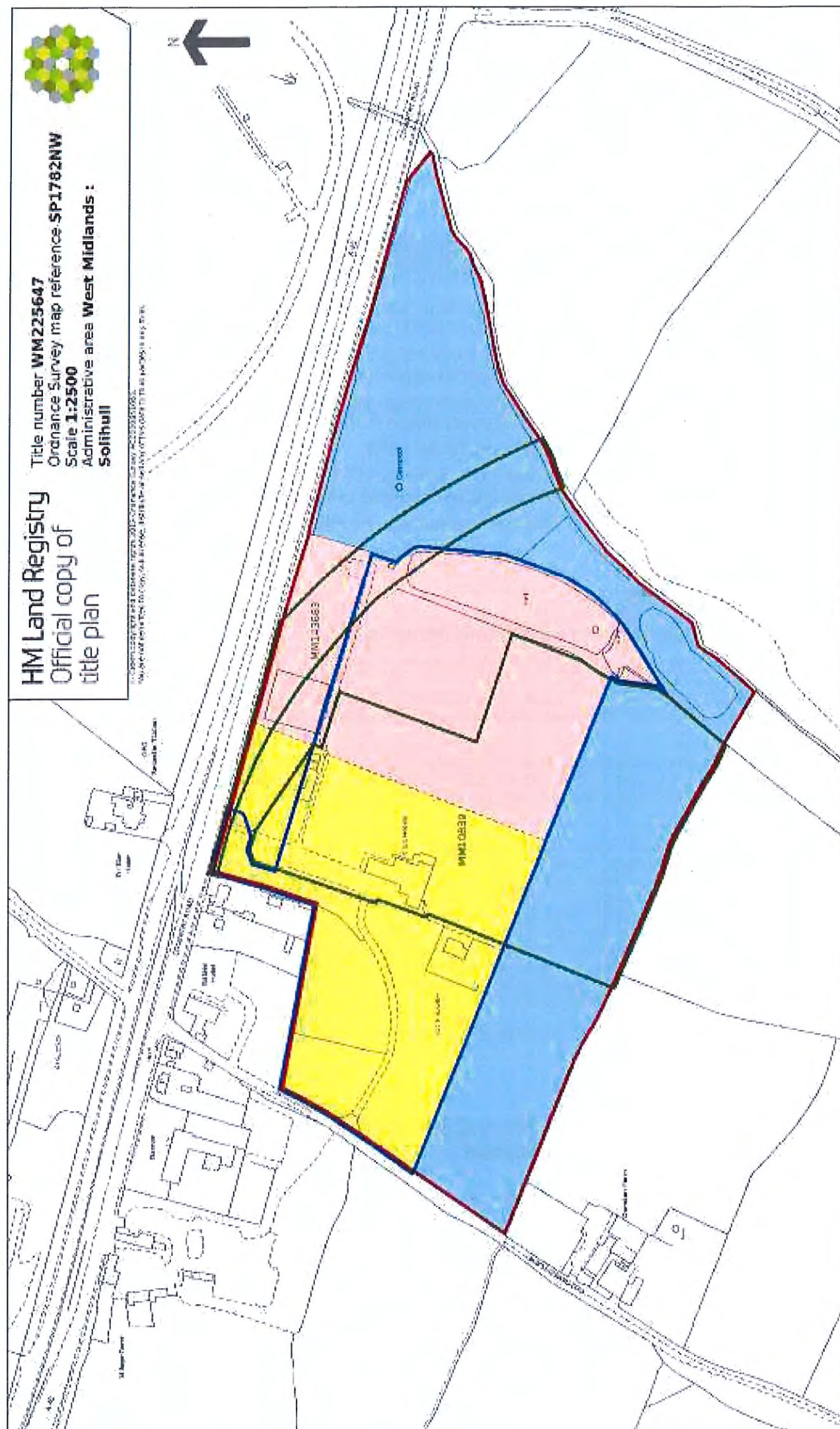
End of register

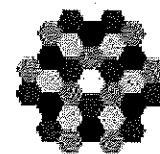


HM Land Registry
Official copy of
title plan

Title number **WM225647**
Ordnance Survey map reference **SP1782NIW**
Scale **1:2500**
Administrative area **West Midlands :**
Solihull

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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.

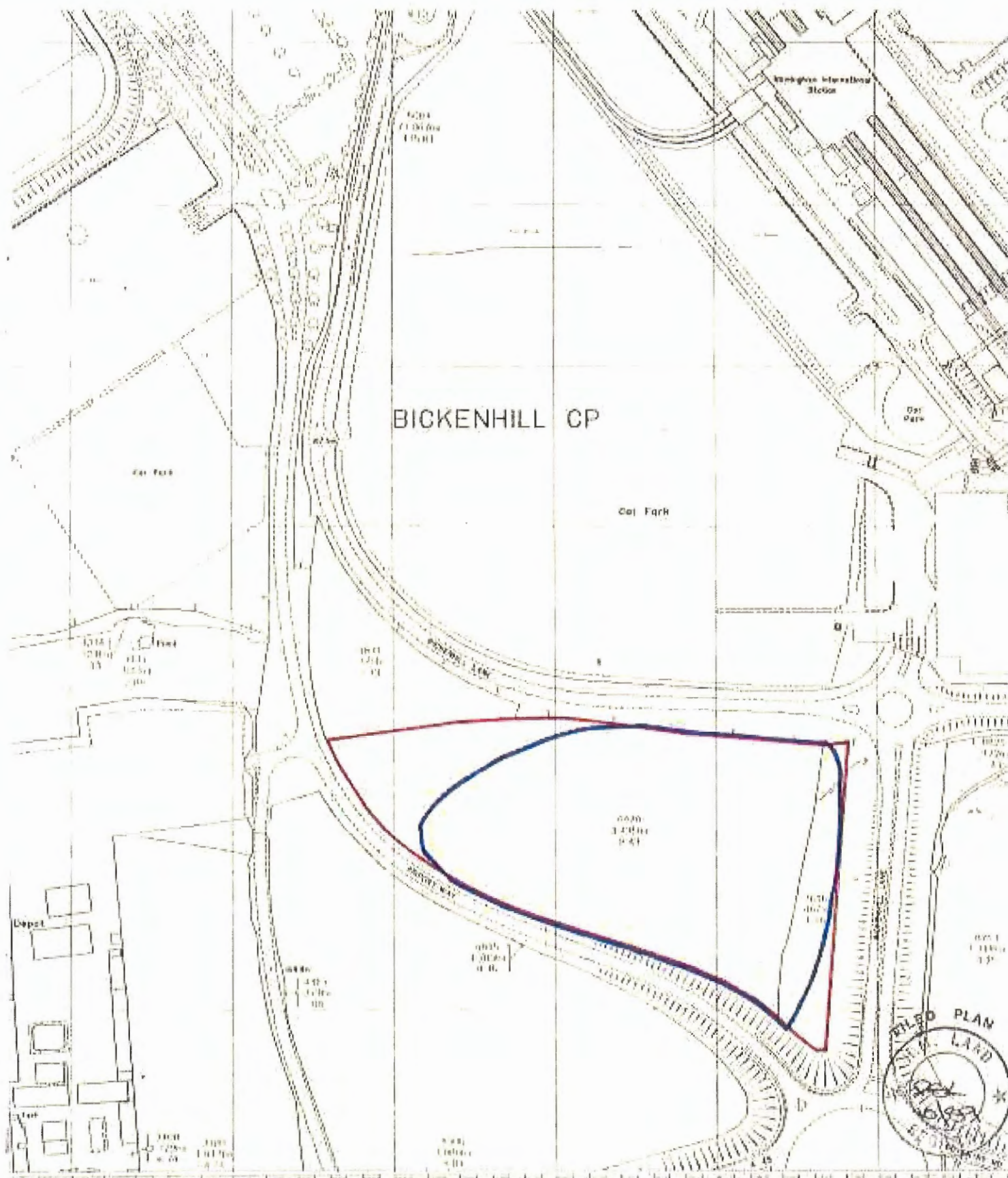
Schedule of notices of leases

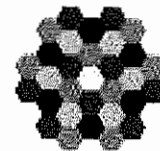
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	27.06.1995 edged blue	Part of Birmingham International Airport	31.03.1995 999 years from 31.3.1995	WM614956

NOTE: The lease comprises also other land

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		WM426768	
ORDNANCE SURVEY PLAN REFERENCE	SP 1883	SECTION	Scale 1/2500
COUNTY WEST MIDLANDS	DISTRICT SOLIHULL	© 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.

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.

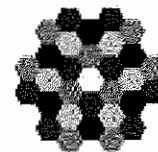
Schedule of notices of leases

	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.

B: Proprietorship Register continued

- 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 (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.
- 2 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B91 3QB.
- 3 (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.
- 4 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B91 3QB.
- 5 (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.

- 6 (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.

- 7 (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.

- 8 (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.
- 9 (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.

- 10 (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 under WM442617.

- 11 (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

Title number WM484139

C: Charges Register continued

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.

- 12 (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.

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

H.M. LAND REGISTRY		TITLE NUMBER	
		WM 484139	
ORDNANCE SURVEY PLAN REFERENCE	SP 1882	SECTION	Scale 1/2500
COUNTY WEST MIDLANDS		DISTRICT SOLIHULL	© Crown Copyright

WM 484139

SP 1882

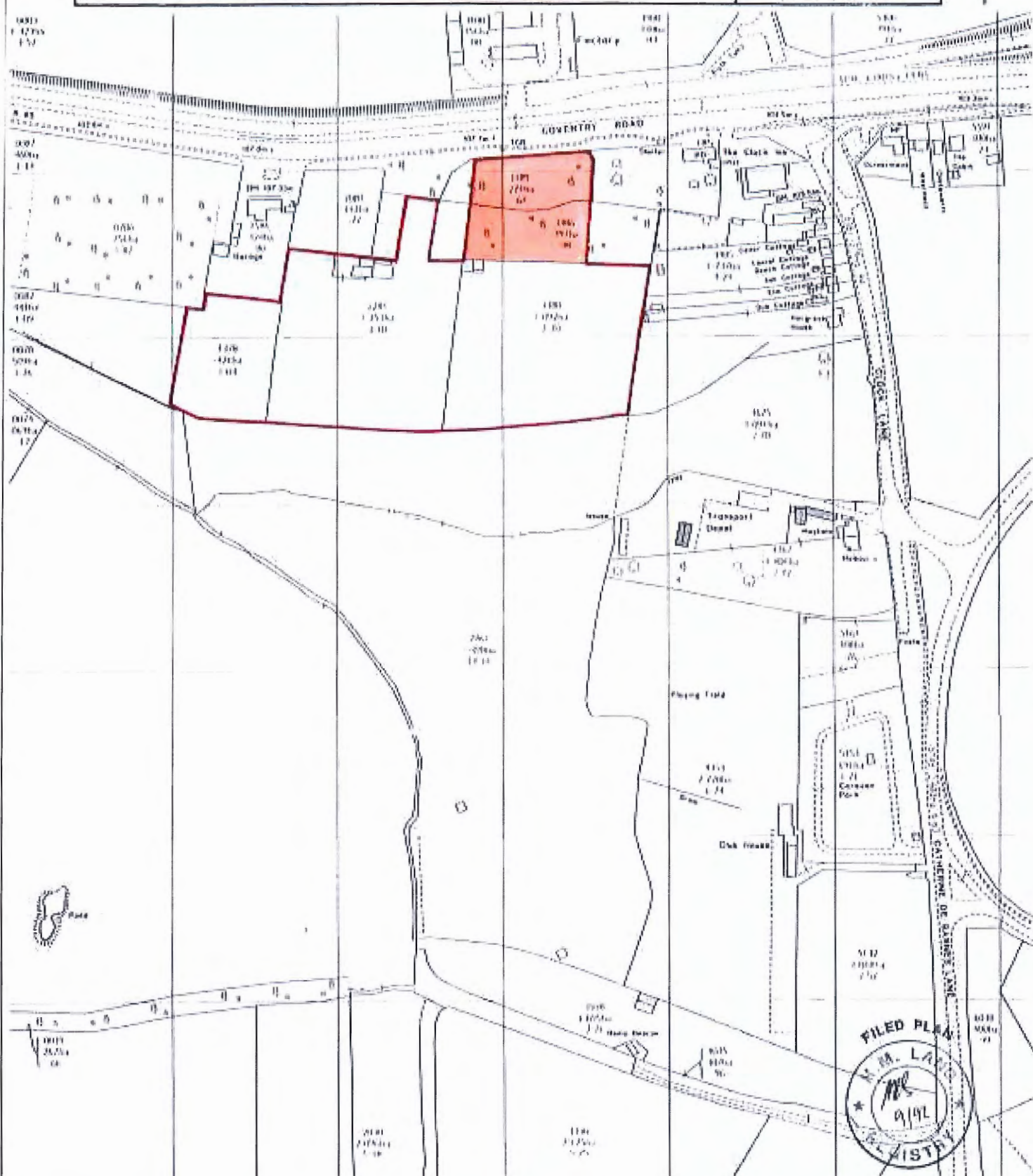
SECTION

Scale 1/2500

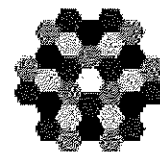
COUNTY WEST MIDLANDS

DISFRANCATI SOLIHULL

© Crown Copyright



FILED PLAN
M. M. L. L. L.
9/19/92
CLERK



Official copy of register of title

Title number WM503201

Edition date 09.12.2016

- 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 (23.05.1990) 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, Bickenhall.

2 The mines and minerals are excepted.

3 A Deed of Grant dated 14 May 1979 made between (1) The County Council of West Midlands and (2) Hilma Emily Cockersole is expressed to grant rights of way over the land tinted pink on the filed plan.

NOTE: Copy Filed.

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.

A: Property Register continued

- 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 .
- 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 .

A: Property Register continued

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.

- 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.

A: Property Register continued

- 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 .

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.

A: Property Register continued

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 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 (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 number WM503201

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.

C: Charges Register

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

- 1 A Conveyance dated 22 September 1942 made between (1) Douglas Dyas Jones (2) Herbert Joseph Cattell (3) Reverend Ernest Albert Smith and Reginald Armitage Brookes and (4) Emily Reinee Frost 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 (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.
- 7 (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.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	09.12.2016	site of a runway extension, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

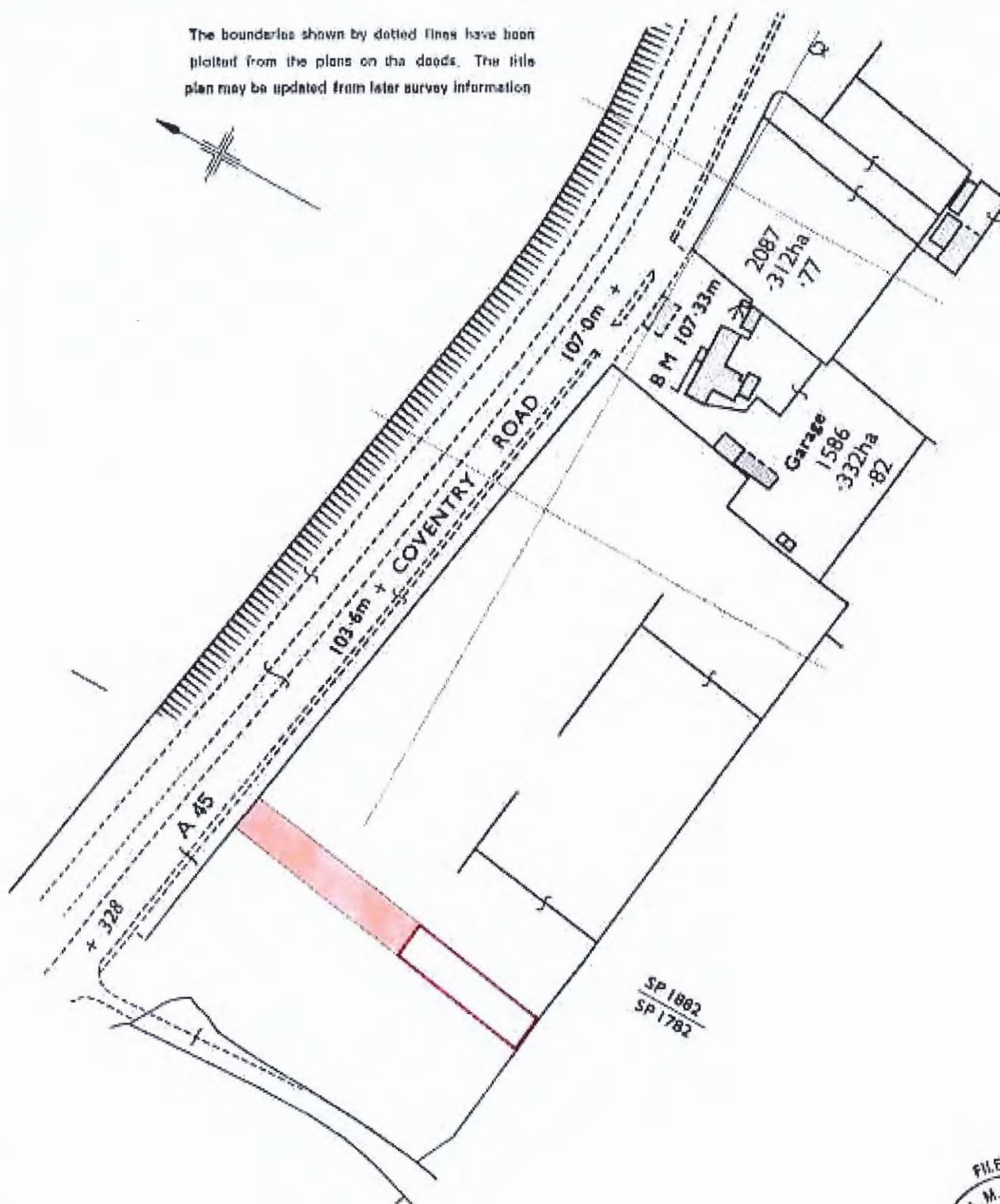
NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		WM 503201	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WEST MIDLANDS		SP 1882
Scale: 1/1250 Enlarged from 1/2500		SOLIHULL DISTRICT	© Crown copyright 1973
			SECTION A

The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information





Official copy of register of title

Title number WM504259

Edition date 09.12.2016

- 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 Annes Pantry Service Station, Coventry Road, Bickenhill, Solihull (B92 0EA).
- 2 As to the land tinted blue on the filed plan the mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 A Transfer of the land tinted pink on the filed plan dated 3 November 1953 made between (1) Alfred Lindsay Gardner and (2) John William Bywater contains the following provision:-

"It is hereby declared that the said John William Bywater or other the owner or occupier from time to time of the land hereby transferred is not and shall not become entitled to any rights of way water light air drainage or other rights privileges easements or quasi-easements along over in or under the adjoining land retained by the said Alfred Lindsay Gardner"
- 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.

A: Property Register continued

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 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

A: Property Register continued

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.

- 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.

A: Property Register continued

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.

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

A: Property Register continued

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.

- 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 (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 WM504259

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 {23.11.2012} PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham International Airport, Birmingham B26 3QJ.
- 2 {23.11.2012} The price stated to have been paid on 1 November 2012 was £400,000 plus VAT.

C: Charges Register

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

- 1 {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.

- 2 {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.
- 3 {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

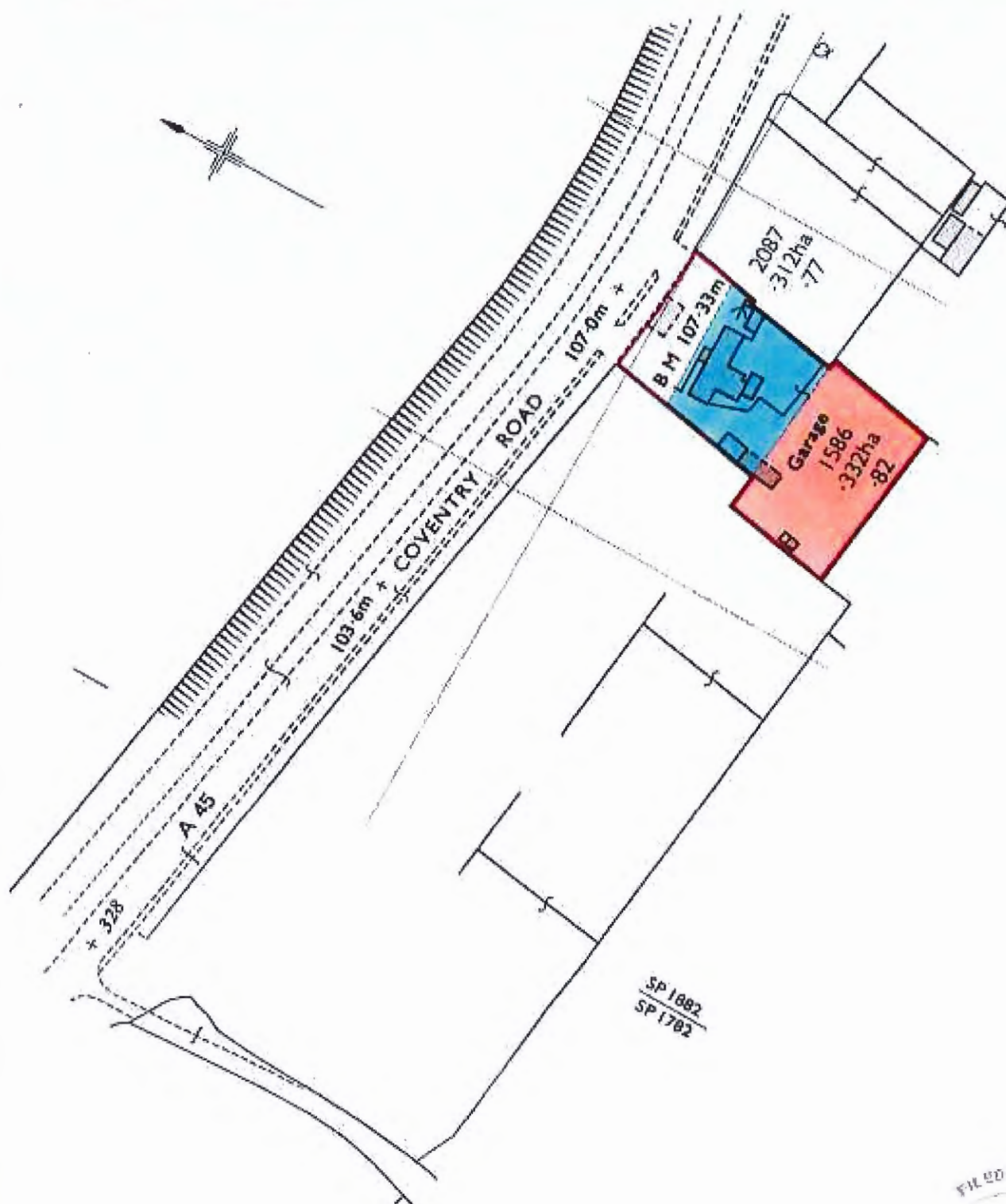
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	07.11.2016	site of a runway extension, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

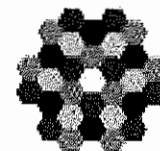
NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		WM504259	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WEST MIDLANDS		SP 1882
Scale: 1/1250 . Enlarged from 1/2500		SOLIHULL DISTRICT	SECTION A
© Crown copyright 1973			





Official copy of register of title

Title number WM533742

Edition date 24.11.2015

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:04.
- 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 Hurdle Hall Farm, Bickenhill Lane, Bickenhill.
- 2 (01.07.1991) The land has the benefit of the rights granted by a Deed dated 11 July 1962 made between (1) Morris & Jacombs Limited and (2) Scaffolding Great Britain (Holdings) Limited.
NOTE: Original filed.
- 3 (01.07.1991) The land has the benefit of the rights granted by a Deed dated 12 March 1963 made between (1) Morris & Jacombs Limited and (2) Scaffolding Great Britain (Holdings) Limited.
NOTE: Original filed.
- 4 (01.07.1991) The land has the benefit of the rights granted by a Deed dated 8 November 1982 made between (1) Cliffcade Limited and (2) SGB Group Public Limited Company.
NOTE: Original filed.

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 (01.07.1991) 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.
- 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

B: Proprietorship Register continued

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 (01.07.1991) A Conveyance of the land tinted pink on the filed plan dated 8 June 1942 made between (1) Douglas Dyas James (Vendor) and (2) Scaffolding (Great Britain) Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (01.07.1991) A Conveyance of the land tinted blue on the filed plan dated 5 November 1943 made between (1) Douglas Dyas James (Vendor) and (2) Scaffolding (Great Britain) Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (01.07.1991) The land tinted blue on the filed plan is subject to the following rights reserved by the Conveyance dated 5 November 1943 referred to above:-

"EXCEPT and RESERVING unto the Vendor and other the owners or owner of the adjoining or neighbouring property now or formerly of the Vendor at all times hereafter the full and free right of running of water and soil from such adjoining or neighbouring land and any buildings now or hereafter to be erected thereon through the drains sewers watercourses and service pipes hereafter to be laid in upon or under the land hereby conveyed and the right to make connections with such drains sewers watercourses and service pipes or any of them and the right to enter upon the land hereby conveyed for all purposes of exercising the said rights of running of water and soil the Vendor making good any damage to the said land hereby conveyed in consequence thereof or to any buildings or erections now or hereafter to be erected thereon or on some part thereof."

- 4 (01.07.1991) A Conveyance of the land tinted yellow on the filed plan and other land dated 17 November 1943 made between (1) Douglas Dyas James (Vendor) (2) Midland Bank Limited and (3) The Timbrell and Wright Machine Tool and Engineering Company Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 (01.07.1991) The land tinted yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 17 November 1943 referred to above:-

AND ALSO EXCEPT AND RESERVING unto the Vendor and other the owners or owner of the adjoining or neighbouring property then or formerly of the Vendor at all times thereafter the full and free right of running of water and soil from such adjoining or neighbouring land and any buildings then or thereafter to be erected thereon through the drains sewers watercourses and service pipes thereafter to be laid in upon or under the premises thereby conveyed and the right to make connections with such drains sewers watercourses and service pipes or any of them and the right to enter upon the premises thereby conveyed for all purposes of exercising the said rights of running of water and soil the Vendor or other the owners or owner aforesaid making good any damage to the premises thereby conveyed in consequence thereof or to any buildings or erections then or thereafter to be erected thereon or on some part thereof and paying a proportionate part of the expense of keeping such drains sewers watercourses and service pipes in repair.

- 6 (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: Lessee's title registered under WM614956

NOTE 2: The lease includes also other land.

C: Charges Register continued

7 (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.

8 (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.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 8 June 1942 referred to in the Charges Register:-

"THE Purchasers hereby covenant with the Vendor that the Purchasers and their successors in title will at all times hereafter observe and perform the restrictions and stipulations contained in the First Schedule hereto Provided that the Purchasers or their successors in title shall not be liable under this covenant after they have parted with all interest in the property hereby conveyed

THE FIRST SCHEDULE above referred to
Restrictions and Stipulations

.....
..

(b) Not to use or permit to be used the said land or any building to be erected thereon for any trade or business of a noisy noxious or offensive character and in particular no part of the said land nor any building to be erected thereon shall be used as an hotel public house inn or tavern or otherwise for the manufacture sale consumption or supply of beer wines spirits or other intoxicating liquors of any kind whatsoever or as a club at which intoxicating liquors shall be sold used or supplied

(c) The plans of any building to be erected on the said land shall first be submitted to and approved by the Vendor."

2 The following are details of the covenants contained in the Conveyance dated 5 November 1943 referred to in the Charges Register:-

"THE Purchasers hereby covenant with the Vendor that the Purchasers and their successors in title will at all times hereafter observe and perform the restrictions and stipulations contained in the First Schedule hereto PROVIDED that the Purchasers or their successors in title shall not be liable under this covenant after they have parted with all interest in the property hereby conveyed

THE FIRST SCHEDULE above referred to
RESTRICTIONS and STIPULATIONS

.....
..

(b) Not to use or permit to be used the said land or any building to be erected thereon for any trade or business of a noisy noxious or offensive character and in particular no part of the said land nor any building to be erected thereon shall be used as an hotel public house inn or tavern or otherwise for the manufacture sale consumption or supply of beer wines spirits or other intoxicating liquors of any kind whatsoever or as a club at which intoxicating liquors shall be sold used or supplied

Schedule of restrictive covenants continued

(c) The plans of any building to be erected on the said land shall first be submitted to and approved by the Vendor."

- 3 The following are details of the covenants contained in the Conveyance dated 17 November 1943 referred to in the Charges Register:-

COVENANT by Purchasers for the benefit of the estate belonging to the Vendor site at Bickenhill aforesaid or the part or parts thereof for the time being remaining unsold and so that such covenants should run with the land thereby conveyed and be binding upon all persons into whosoever hands the same might come that the Purchaser and the persons deriving title under them would thenceforth at all times thereafter observe and perform all and singular the restrictions and stipulations contained in the Second Schedule thereto

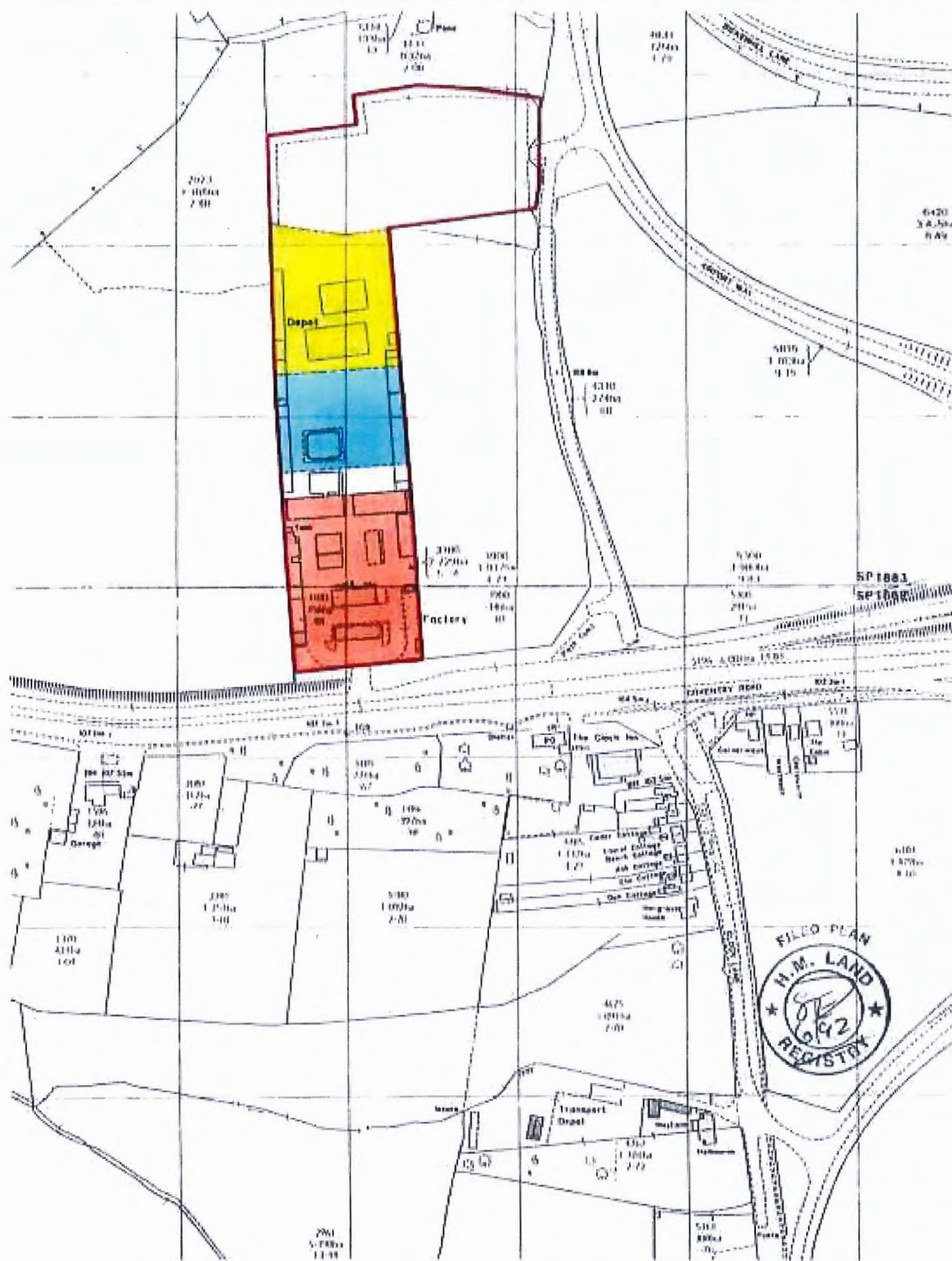
THE SECOND SCHEDULE thereinbefore referred to COVENANTS BY THE PURCHASERS

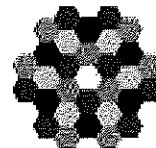
(1) THAT the Purchasers and the persons deriving title under them would not at any time erect or cause or suffer to be erected upon the premises thereby conveyed any messuages or buildings in the nature of retail shops nor allow any building to be erected on the premises thereby conveyed at any time thereafter to be used as a retail shop of as a place of access to the public for the purposes of the sale and purchase of goods but nothing therein contained should be deemed to prevent the Purchasers and the persons deriving title under them from using the said premises for manufacturing or industrial purposes or from using the said premises or any part thereof for the exhibition display and sale of machinery, machine tools and accessories

(2) THAT the Purchasers will not at any time carry on upon the said premises or upon any buildings erected thereon any trade manufacture or business which should be a nuisance or disturbance to the Vendor or the persons deriving title under him or other the estate owners or owner for the time being of the adjoining property then or formerly of the Vendor but so that that covenant should not extend to prohibit the use of the said premises by the Purchasers and the persons deriving title under them for such manufacturing or industrial purposes as they in their absolute discretion think fit provided that such user shall not entail the erection of any messuages or buildings in the nature of retail shops but shall permit the exhibition display and sale of machinery, machine tools and accessories.

End of register

H.M. LAND REGISTRY		TITLE NUMBER WM533742	
ORDNANCE SURVEY PLAN REFERENCE	SP1882 SP1883	SECTION	Scale 1/2500
COUNTY WEST MIDLANDS	DISTRICT SOLARHALL	Crown Copyright	





Official copy of register of title

Title number WM580834

Edition date 21.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:02.
- 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 (07.10.1993) 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 Coventry Road.
- 2 (07.10.1993) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (07.10.1993) The Conveyance dated 20 August 1993 referred to in the Charges Register contains a provision as to light or air.
- 4 (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.

- 5 (21.12.2016) 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 (07.10.1993) 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.
- 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

B: Proprietorship Register continued

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 (07.10.1993) A Conveyance of the land in this title and other land dated 17 November 1943 made between (1) Douglas Dyas James (Vendor) (2) Midland Bank Limited (Bank) and (3) The Timbrell and Wright Machine Tool and Engineering Company Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 (07.10.1993) The land is subject to the rights granted by a Deed dated 11 July 1962 made between (1) Morris & Jacombs Limited (Grantors) and (2) Scaffolding Great Britain (Holdings) Limited (Grantees).

NOTE: Copy filed.

3 (07.10.1993) The land is subject to the rights granted by a Deed dated 12 March 1963 made between (1) Morris & Jacombs Limited (Grantors) and (2) Scaffolding Great Britain (Holdings) Limited.

NOTE: Copy filed.

4 (07.10.1993) The land is subject to the rights granted by a Deed dated 8 November 1982 made between (1) Cliffcade Limited (Owner) and (2) SGB Group Plc (Grantee).

NOTE: Copy filed.

5 (07.10.1993) A Conveyance of the land in this title dated 20 August 1993 made between (1) Cliffcade Limited (Vendor) and (2) Birmingham International Airport Plc (Purchaser) contains restrictive covenants.

NOTE: Original filed.

6 (07.10.1993) The land is subject to the rights reserved by the Conveyance dated 20 August 1993 referred to above.

7 (07.10.1993) The Conveyance dated 20 August 1993 referred to above contains provisions which relate to the future grant of easements as therein mentioned.

8 (27.06.1995) Lease dated 31 March 1995 of the land tinted blue on the title plan to Birmingham City Council and Solihull Metropolitan Borough Council for 999 years from 31 March 1995.

NOTE 1: Lessee's title registered under WM614956

NOTE 2: The lease includes also other land.

9 (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.

10 (21.12.2016) 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 under WK2163.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 17 November 1943 referred to in the Charges Register:-

COVENANT by Purchasers for the benefit of the estate belonging to the Vendor site at Bickenhill aforesaid or the part or parts thereof for the time being remaining unsold and so that such covenants should run with the land thereby conveyed and be binding upon all persons into whosoever hands the same might come that the Purchaser and the persons deriving title under them would thenceforth at all times thereafter observe and perform all and singular the restrictions and stipulations contained in the Second Schedule thereto

THE SECOND SCHEDULE thereinbefore referred to
COVENANTS BY THE PURCHASERS

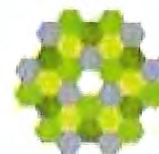
(1) THAT the Purchasers and the persons deriving title under them would not at any time erect or cause or suffer to be erected upon the premises thereby conveyed any messuages or buildings in the nature of retail shops nor allow any building to be erected on the premises thereby conveyed at any time thereafter to be used as a retail shop of as a place of access to the public for the purposes of the sale and purchase of goods but nothing therein contained should be deemed to prevent the Purchasers and the persons deriving title under them from using the said premises for manufacturing or industrial purposes or from using the said premises or any part thereof for the exhibition display and sale of machinery, machine tools and accessories

(2) THAT the Purchasers will not at any time carry on upon the said premises or upon any buildings erected thereon any trade manufacture or business which should be a nuisance or disturbance to the Vendor or the persons deriving title under him or other the estate owners or owner for the time being of the adjoining property then or formerly of the Vendor but so that covenant should not extend to prohibit the use of the said premises by the Purchasers and the persons deriving title under them for such manufacturing or industrial purposes as they in their absolute discretion think fit provided that such user shall not entail the erection of any messuages or buildings in the nature of retail shops but shall permit the exhibition display and sale of machinery, machine tools and accessories.

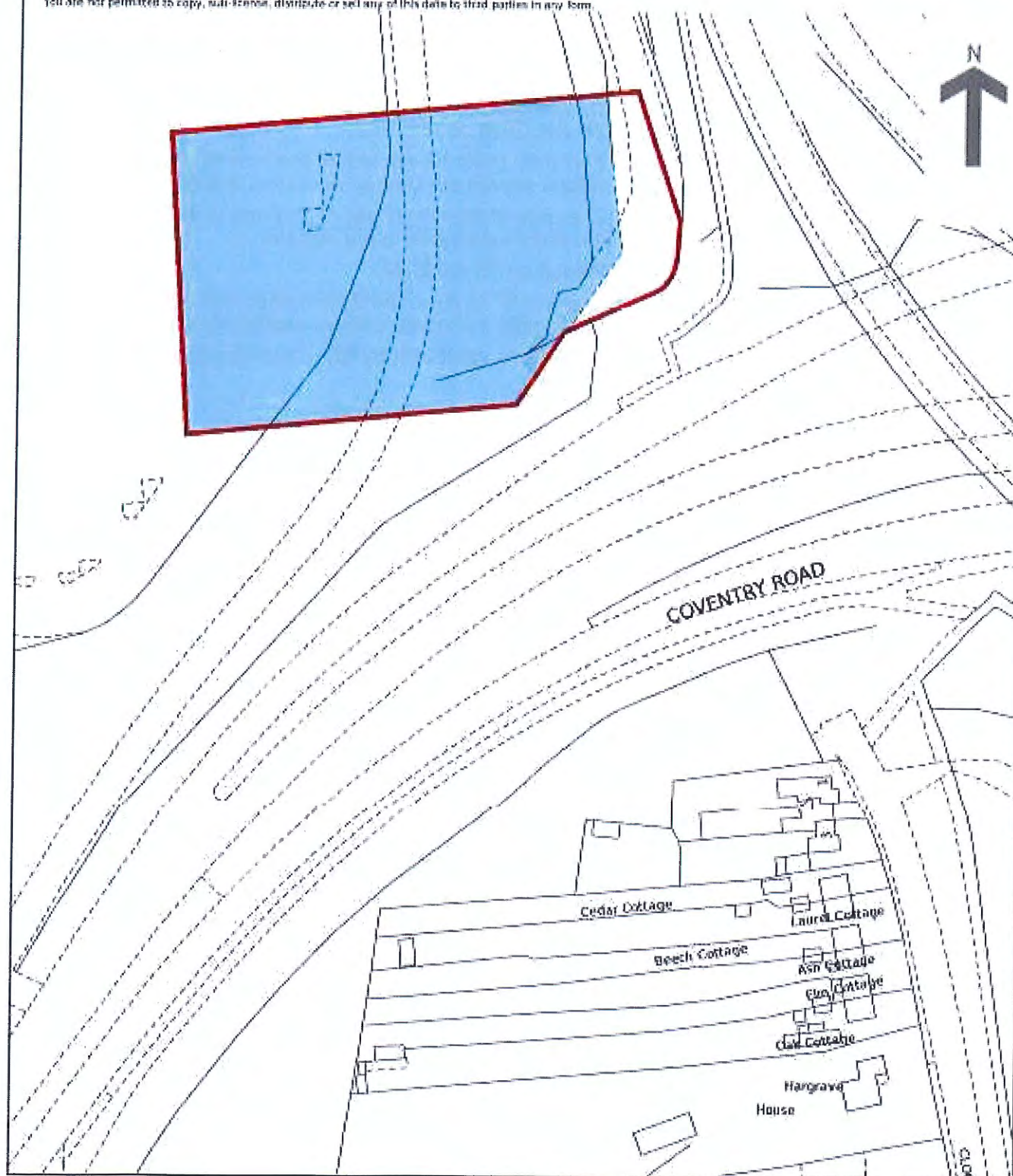
End of register

HM Land Registry
Official copy of
title plan

Title number **WM580834**
Ordnance Survey map reference **SP1882NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Midlands :**
Solihull



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Official copy of register of title

Title number WM594837

Edition date 21.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:02.
- 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 (23.06.1994) 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 Old Bickenhill Lane.
- 2 (23.06.1994) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (23.06.1994) A Conveyance of the land in this title and other land dated 15 September 1964 made between (1) Morris & Jacombs Limited (Vendors) and (2) Causeway Nominees Limited (Purchasers) contains the following provision:-

"IT IS HEREBY DECLARED that the Purchasers shall not be or become entitled to any right of light or air or other easement or right over the adjoining or neighbouring lands of the Vendors which would prejudicially affect the free and unrestricted user thereof respectively for building or any other purposes."
- 4 (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.
- 5 (21.12.2016) 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 (23.06.1994) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.

B: Proprietorship Register continued

- 2 (06.01.2012) The proprietor's address for service has been changed.
- 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 (23.06.1994) A Conveyance of the land in this title and other land dated 17 November 1943 made between (1) Douglas Dyas James (Vendor) (2) Midland Bank Ltd (Bank) and (3) The Timbrell and Wright Machine Tool and Engineering Company Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 2 (23.06.1994) The land is subject to the following rights reserved by the Conveyance dated 17 November 1943 referred to above:-

AND ALSO EXCEPT AND RESERVING unto the Vendor and other the owners or owner of the adjoining or neighbouring property then or formerly of the Vendor at all times thereafter the full and free right of running of water and soil from such adjoining or neighbouring land and any buildings then or thereafter to be erected thereon through the drains sewers watercourses and service pipes thereafter to be laid in upon or under the premises thereby conveyed and the right to make connections with such drains sewers watercourses and service pipes or any of them and the right to enter upon the premises thereby conveyed for all purposes of exercising the said rights of running of water and soil the Vendor or other the owners or owner aforesaid making good any damage to the premises thereby conveyed in consequence thereof or to any buildings or erections then or thereafter to be erected thereon or on some part thereof and paying a proportionate part of the expense of keeping such drains sewers watercourses and service pipes in repair.

- 3 (23.06.1994) The land is subject to the rights granted by a Deed dated 11 July 1962 made between (1) Morris & Jacombs Limited (Grantors) and (2) Scaffolding Great Britain (Holdings) Limited (Grantees).

NOTE: Original filed under WM533742

- 4 (23.06.1994) The land is subject to the rights granted by a Deed dated 12 March 1963 made between (1) Morris & Jacombs Limited (Grantors) and (2) Scaffolding Great Britain (Holdings) Limited (Grantees).

NOTE: Original filed under WM533742

- 5 (23.06.1994) The land is subject to the rights granted by a Deed dated 8 November 1982 made between (1) Cliffcade Limited (Owner) and (2) SGB Group Public Limited Company (Grantee).

NOTE: Original filed under WM533742

- 6 (23.06.1994) A Conveyance of the land in this title dated 9 May 1994 made between (1) Cliffcade Limited (Vendor) and (2) Birmingham International Airport Plc (Purchaser) contains restrictive covenants.

NOTE: Original filed.

- 7 (23.06.1994) The land is subject to the rights reserved by the Conveyance dated 9 May 1994 referred to above.

- 8 (27.06.1995) Lease dated 31 March 1995 of the land tinted blue on the title plan to Birmingham City Council and Solihull Metropolitan Borough Council for 999 years from 31 March 1995.

NOTE 1: Lessee's title registered under WM614956

C: Charges Register continued

NOTE 2: The lease includes also other land.

- 9 (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.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 17 November 1943 referred to in the Charges Register:-

COVENANT by Purchasers for the benefit of the estate belonging to the Vendor site at Bickenhill aforesaid or the part or parts thereof for the time being remaining unsold and so that such covenants should run with the land thereby conveyed and be binding upon all persons into whosoever hands the same might come that the Purchaser and the persons deriving title under them would thenceforth at all times thereafter observe and perform all and singular the restrictions and stipulations contained in the Second Schedule thereto

THE SECOND SCHEDULE thereinbefore referred to COVENANTS BY THE PURCHASERS

(1) THAT the Purchasers and the persons deriving title under them would not at any time erect or cause or suffer to be erected upon the premises thereby conveyed any messuages or buildings in the nature of retail shops nor allow any building to be erected on the premises thereby conveyed at any time thereafter to be used as a retail shop of as a place of access to the public for the purposes of the sale and purchase of goods but nothing therein contained should be deemed to prevent the Purchasers and the persons deriving title under them from using the said premises for manufacturing or industrial purposes or from using the said premises or any part thereof for the exhibition display and sale of machinery, machine tools and accessories

(2) THAT the Purchasers will not at any time carry on upon the said premises or upon any buildings erected thereon any trade manufacture or business which should be a nuisance or disturbance to the Vendor or the persons deriving title under him or other the estate owners or owner for the time being of the adjoining property then or formerly of the Vendor but so that that covenant should not extend to prohibit the use of the said premises by the Purchasers and the persons deriving title under them for such manufacturing or industrial purposes as they in their absolute discretion think fit provided that such user shall not entail the erection of any messuages or buildings in the nature of retail shops but shall permit the exhibition display and sale of machinery, machine tools and accessories.

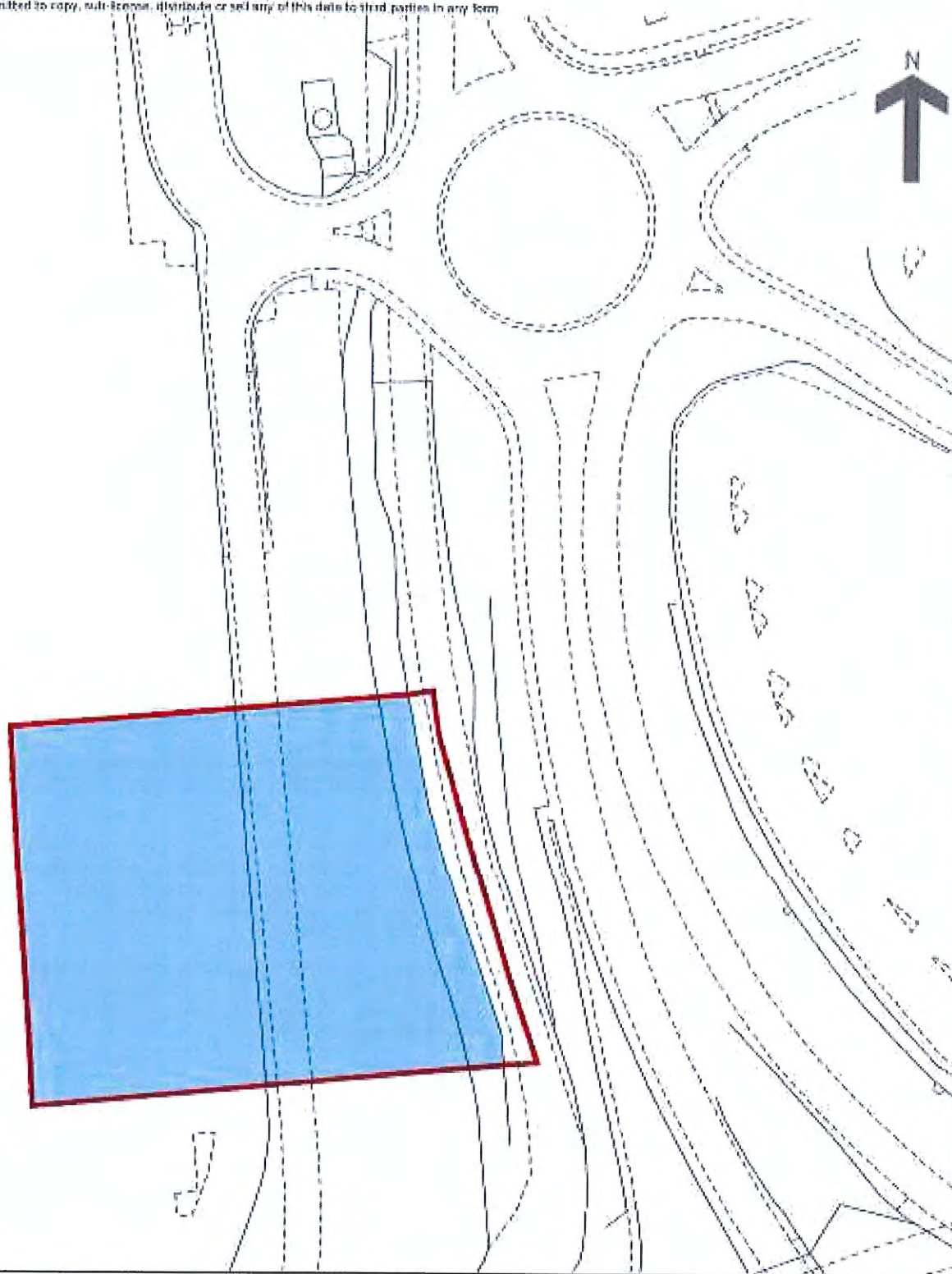
End of register

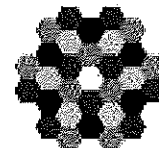
HM Land Registry
Official copy of
title plan

Title number **WM594837**
Ordnance Survey map reference **SP1883SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Midlands :**
Solihull



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Official copy of register of title

Title number WM613993

Edition date 21.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:02.
- 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 (08.06.1995) 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.
- 2 (08.06.1995) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (08.06.1995) A Conveyance dated 15 September 1964 made between (1) Morris & Jacombs Limited and (2) Causeway Nominees Limited contains the following provision:-

"IT IS HEREBY DECLARED that the Purchasers shall not be or become entitled to any right of light or air or other easement or right over the adjoining or neighbouring lands of the Vendors which would prejudicially affect the free and unrestricted user thereof respectively for building or any other purposes."
- 4 (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.
- 5 (21.12.2016) 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 (08.06.1995) 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.

B: Proprietorship Register continued

- 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 (08.06.1995) A Conveyance of the land in this title and other land dated 17 November 1943 made between (1) Douglas Dyas James (2) Midland Bank Limited and (3) The Timbrell and Wright Machine Tool and Engineering Company Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (08.06.1995) The land is subject to the following rights reserved by the Conveyance dated 17 November 1943 referred to above:-

"EXCEPT AND RESERVING unto the Vendor and other the owners or owner of the adjoining or neighbouring property now or formerly of the vendor at all times hereafter the full and free right of running of water and soil from such adjoining or neighbouring land and any buildings now or hereafter to be erected thereon through the drains sewers watercourses and service pipes hereafter to be laid in upon or under the premises hereby conveyed and the right to make connections with such drains sewers watercourses and service pipes or any of them and the right to enter upon the premises hereby conveyed for all purposes of exercising the said rights of running of water and soil the Vendor or other the owners or owner aforesaid making good any damage to the premises hereby conveyed in consequence thereof or to any buildings or erections now or hereafter to be erected thereon or on some part thereof and paying a proportionate part of the expense of keeping such drains sewers watercourses and service pipes in repair."

- 3 (08.06.1995) The land is subject to the rights granted by a Deed dated 11 July 1962 made between (1) Morris & Jacombs Limited and (2) Scaffolding Great Britain (Holdings) Limited.

NOTE: Copy filed.

- 4 (08.06.1995) The land is subject to the rights granted by a Deed dated 12 March 1963 made between (1) Morris & Jacombs Limited and (2) Scaffolding Great Britain (Holdings) Limited.

NOTE: Copy filed.

- 5 (08.06.1995) The land is subject to the rights granted by a Deed dated 8 November 1982 made between (1) Cliffcade Limited and (2) SGB Group PLC.

NOTE: Copy filed.

- 6 (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.

- 7 (21.12.2016) 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 under WK2163.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 17 November 1943 referred to in the Charges Register:-

"FOR the benefit of the estate belonging to the Vendors situate at Bickenhill aforesaid or the part or parts thereof for the time being remaining unsold and so that such covenants shall run with the land hereby conveyed and be binding upon all persons into whosoever hands the same may come the Purchasers hereby covenant with the Vendor that the Purchasers and the persons deriving title under them will henceforth at all times hereafter observe and perform all and singular the restrictions and stipulations contained in the Second Schedule hereto

THE SECOND SCHEDULE

hereinbefore referred to covenants by the Purchaser

(1) THAT the Purchasers and the persons deriving title under them will not at any time erect or cause or suffer to be erected upon the premises hereby conveyed any messuages or buildings in the nature of retail shops nor allow any building to be erected on the premises hereby conveyed at any time hereafter to be used as a retail shop or as a place of access to the public for the purposes of the sale and purchase of goods but nothing herein contained shall be deemed to prevent the Purchasers and the persons deriving title under them from using the said premises for manufacturing or industrial purposes or from using the said premises or any part thereof for the exhibition display and sale of machinery machine tools and accessories

(2) THAT the Purchasers will not at any time carry on upon the said premises or upon any buildings erected thereon any trade manufacture or business which shall be a nuisance or disturbance to the Vendor or the persons deriving title under him or other the estate owners or owner for the time being of the adjoining property now or formerly of the Vendor but so that this covenant shall not extend to prohibit the use of the said premises by the Purchasers and the persons deriving title under them for such manufacturing or industrial purposes as they in their absolute discretion think fit provided that such user shall not entail the erection of any messuages or buildings in the nature of retail shops but shall permit the exhibition display and sale of machinery machine tools and accessories

(3) THAT the Purchasers shall as soon as practicable after the date hereof erect and forever after maintain a good and sufficient fence along the boundaries of the premises hereby conveyed between the points marked B and C and C and D for the purposes of division from the adjoining property."

NOTE: The points marked C and D referred to affect the northern boundary of the land in this title.

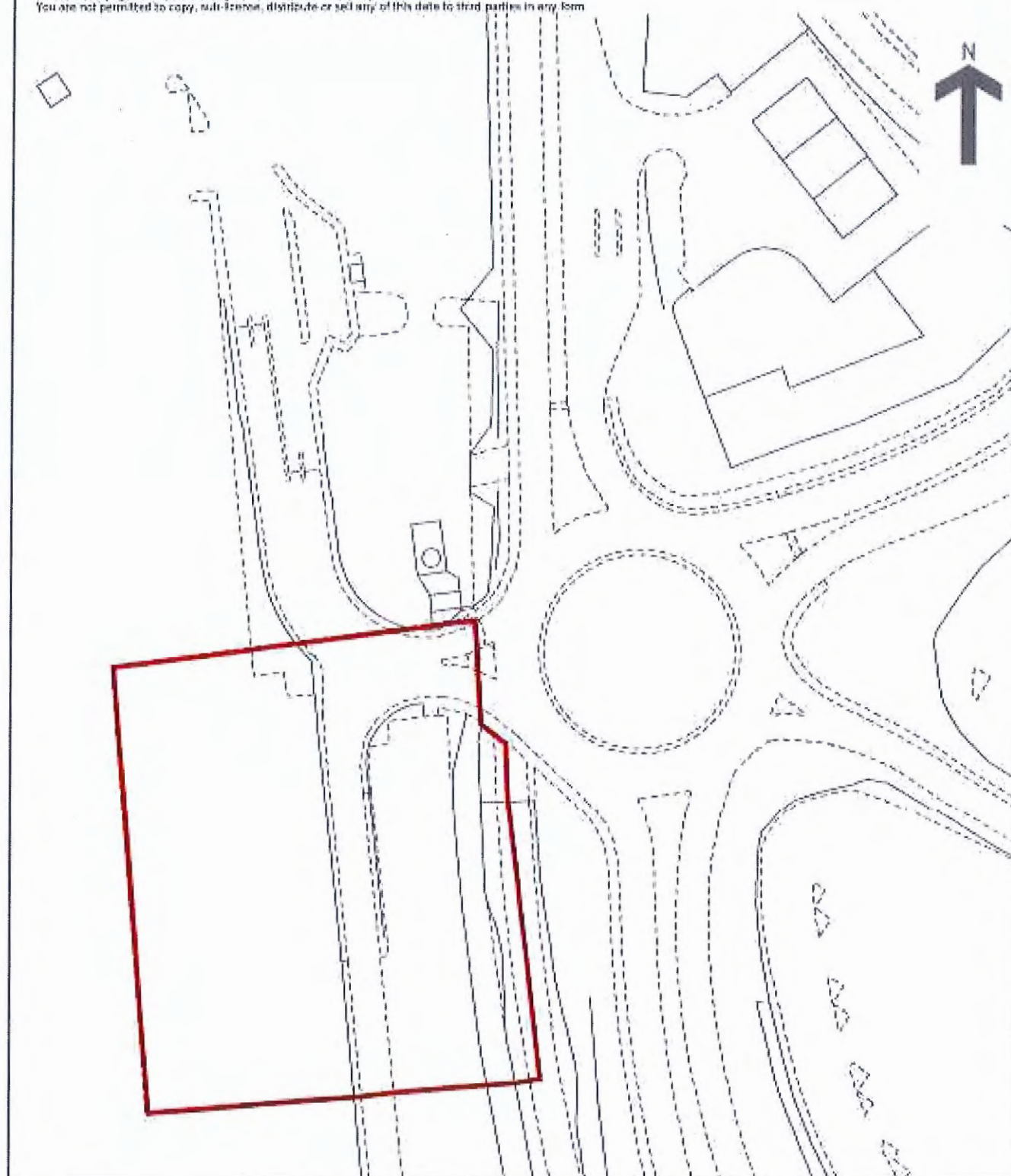
End of register

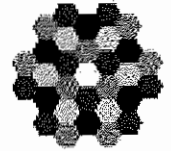
HM Land Registry
Official copy of
title plan

Title number **WM613993**
Ordnance Survey map reference **SP1883SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Midlands :**
Solihull



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Official copy of register of title

Title number WM772517

Edition date 25.03.2024

- This official copy shows the entries on the register of title on 25 JUL 2024 at 17:01:14.
- 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 25 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 (24.06.2002) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land forming part of Birmingham International Airport, Airport Way, Elmdon, (B26 3QR).

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 (24.06.2002) 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 (24.06.2002) The land is subject to such restrictive covenants as may have been imposed thereon before 24 June 2002 and are still subsisting and capable of being enforced.
- 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.

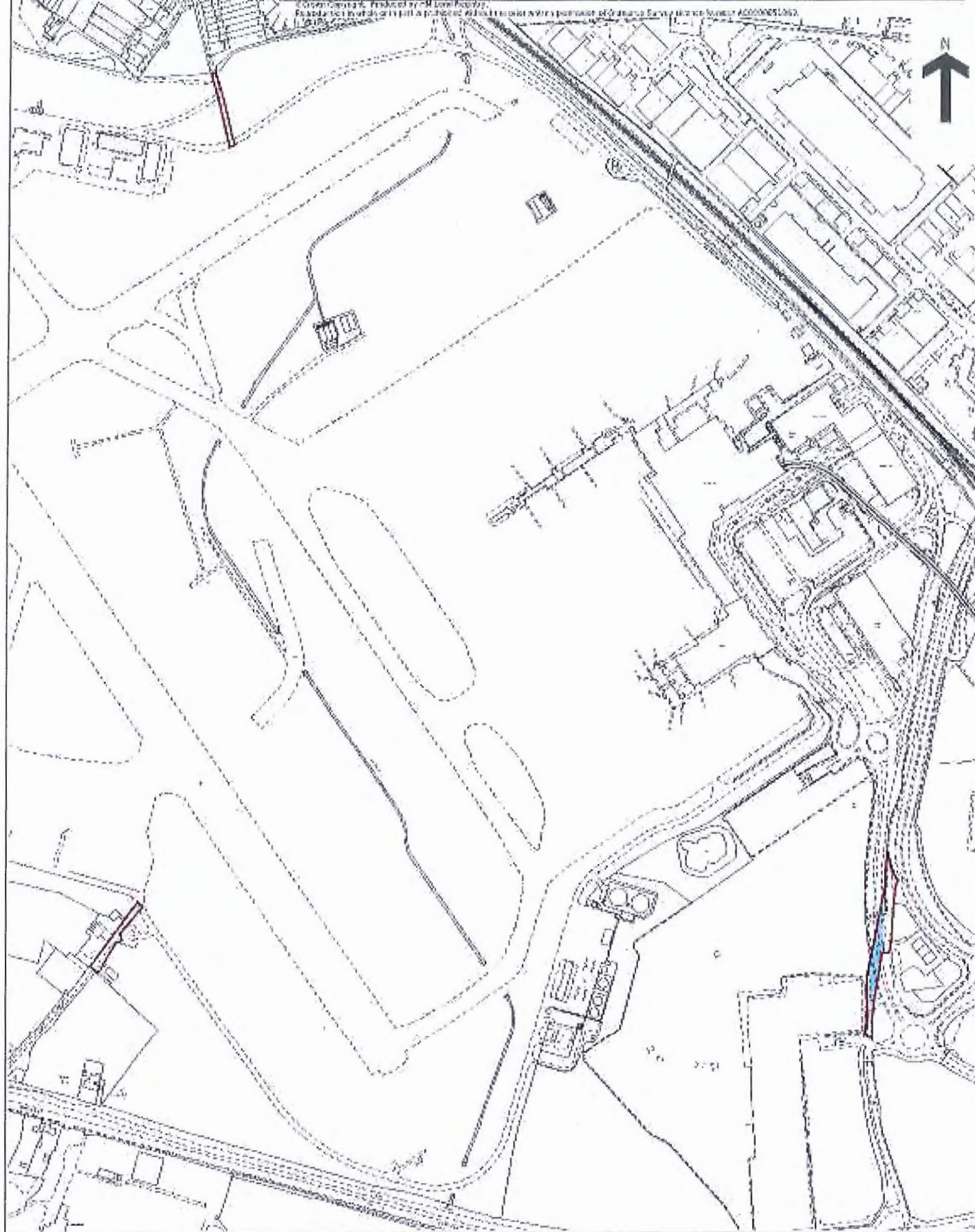
End of register

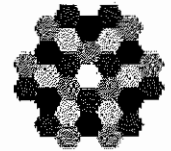
HM Land Registry
Official copy of
title plan

Title number **WM772517**
Ordnance Survey map reference **SP1783NE**
Scale **1:5000 reduced from 1:2500**
Administrative area **West Midlands :**
Solihull



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Official copy of register of title

Title number WM933796

Edition date 09.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:01.
- 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 (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.
- 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:-No Copy of the Deed referred to is held by Land Registry.
- 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 under MM14145.
- 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 Limited 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.

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 (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.

- 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.

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 WM933796

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.
- 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 (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	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.

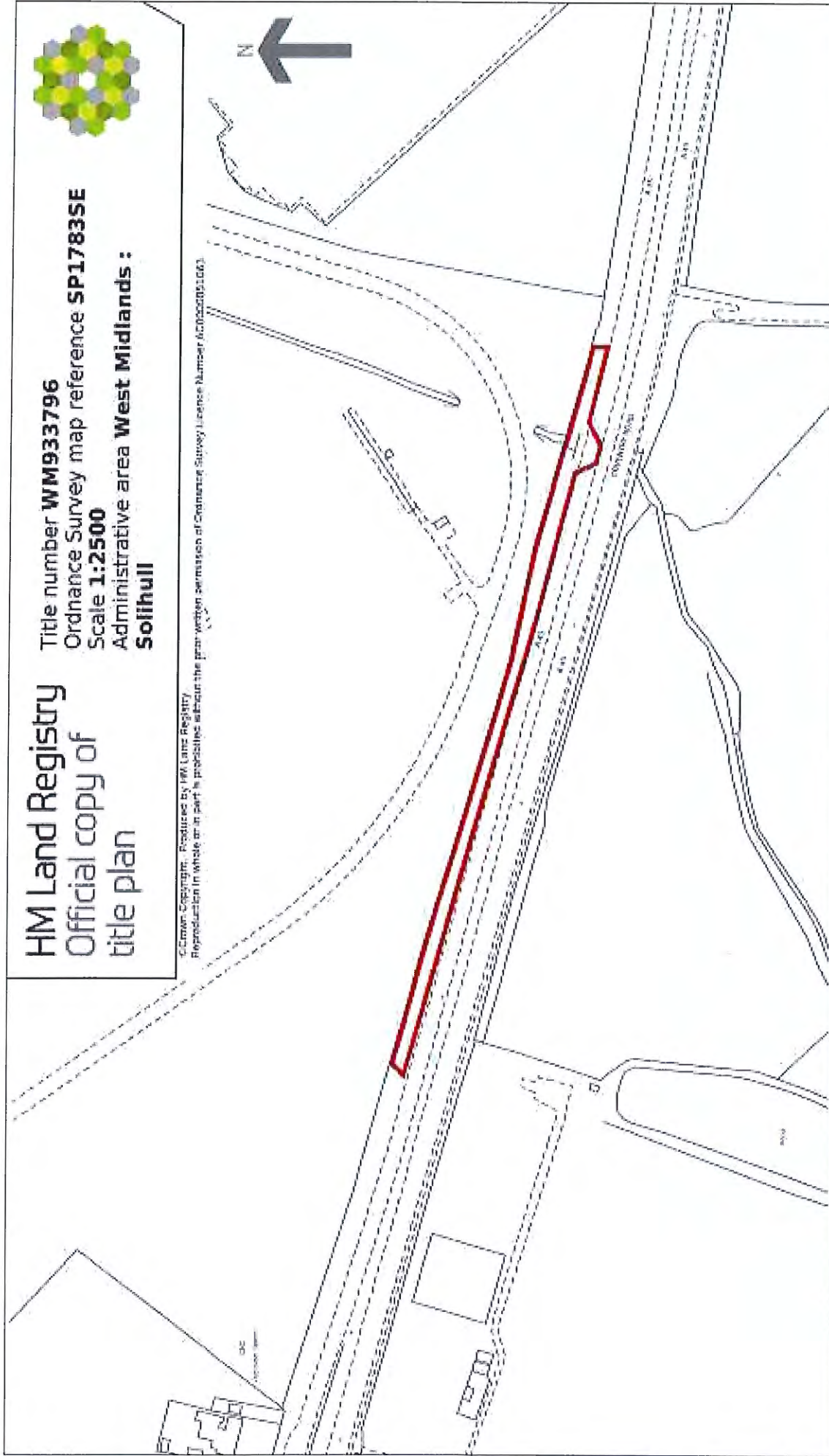
End of register

HM Land Registry
Official copy of
title plan

Title number **WM9333796**
Ordnance Survey map reference **SP1783SE**
Scale **1:2500**
Administrative area **West Midlands :**
Solihull



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Official copy of register of title

Title number WM940476

Edition date 30.01.2018

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:01.
- 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 (09.10.2008) 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 (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.

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 Freake 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 under MM14145.

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.

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 possessory

- 1 (01.10.2012) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham International Airport, Birmingham B26 3QJ.

B: Proprietorship Register continued

- 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 (09.10.2008) The deeds and documents of title having been lost or destroyed the land is subject to such restrictive covenants as may have been imposed thereon before 9 October 2008 and are still subsisting and capable of being enforced.
- 2 (04.10.2010) 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.

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.

- 3 (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.
- 4 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B90 3QB.
- 5 (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.
- 6 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B91 3QB.
- 7 (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.
- 8 (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.

Schedule of notices of leases

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
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Title number WM940476

1	29.06.2016	Site of a runway extension at Birmingham Airport	19.06.2013 51 years from and including 19/6/2013	MM80152
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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.

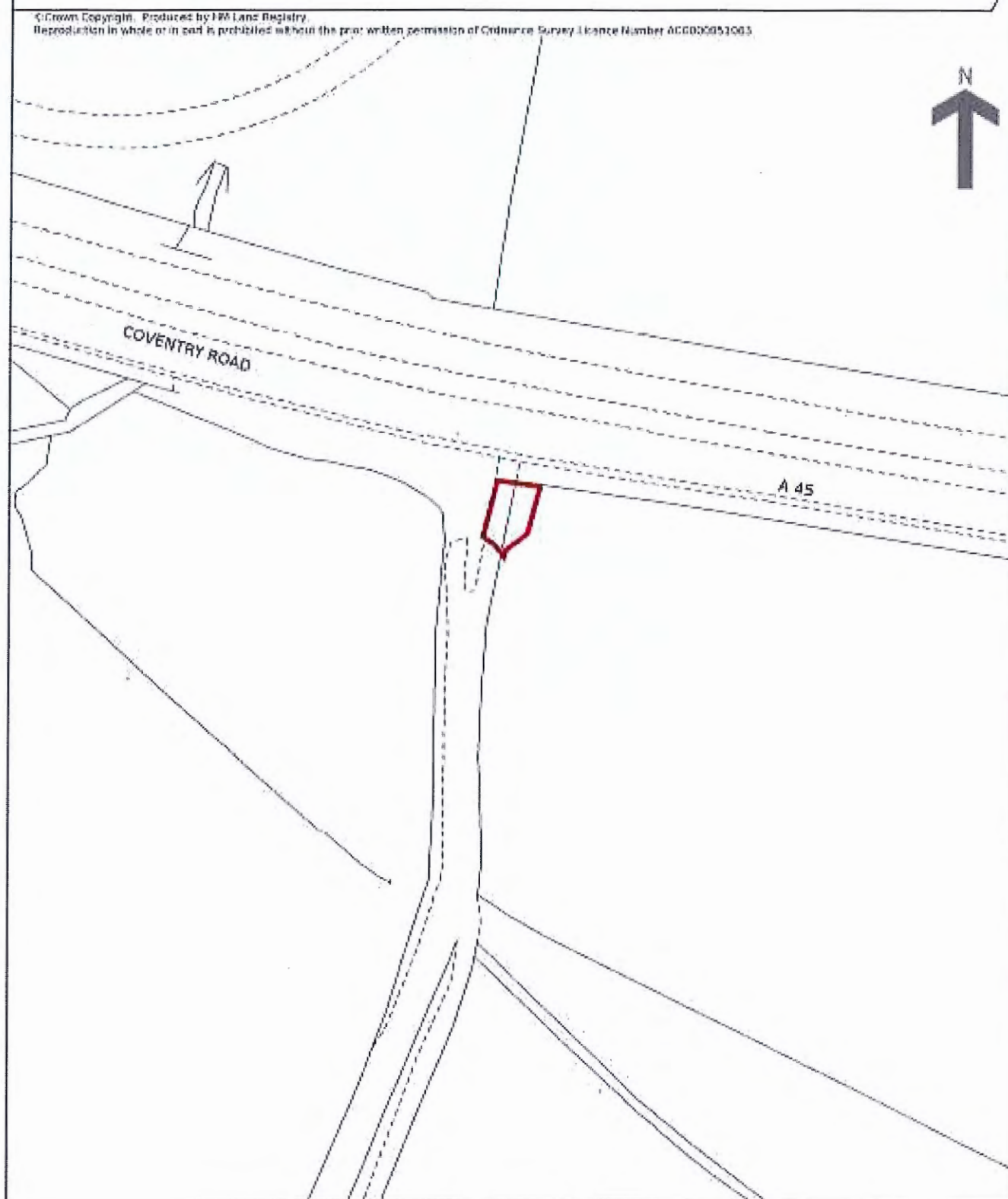
End of register

HM Land Registry
Official copy of
title plan

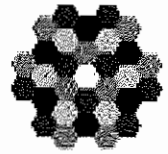
Title number **WM940476**
Ordnance Survey map reference **SP1782NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Midlands :**
Solihull



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Official copy of register of title

Title number WM941026

Edition date 09.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:00.
- 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 (15.10.2008) 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, Bickenhill, Solihull.

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 possessory

- 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.
- 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.

Title number WM941026

- 1 (15.10.2008) The deeds and documents of title having been lost or destroyed the land is subject to such restrictive covenants as may have been imposed thereon before 15 October 2008 and are still subsisting and capable of being enforced.
- 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 (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.
- 7 (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.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	29.06.2016	Site of a runway extension at Birmingham airport	19.06.2013 51 years from and including 19 June 2013	MM80152

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 **WM941026**

Ordnance Survey map reference **SP1882NW**

Scale **1:1250 enlarged from 1:2500**

Administrative area **West Midlands :**
Solihull



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COVENTRY ROAD

Shelter

PO

The Clock Inn
(PH)

Corbar Cottage

Laurel Cottage

Beech Cottage

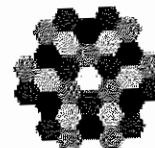
Ash Cottage

Elm Cottage

Oak Cottage

Hargrave
House

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Official copy of register of title

Title number WM964966

Edition date 09.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:29:11.
- 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 (26.03.2010) 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, Bickenhill, Solihull.
- 2 (26.03.2010) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.

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 (22.02.2012) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham Airport, Birmingham, West Midlands B26 3QJ.
- 2 (22.02.2012) The price stated to have been paid on 15 February 2012 was £2000.
- 3 (22.02.2012) A Conveyance to a former proprietor of the land in this title dated 18 November 1932 made between (1) Willian Henry Lake and Frank Harrison (Vendors) and (2) Frank Charles Howell (Purchaser) contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 18 November 1932 referred to in the Proprietorship Register:-

Title number WM964966

Schedule of personal covenants continued

"The Purchaser hereby COVENANTS with the Vendors that the Purchaser and the persons deriving title under him will forthwith erect and forever hereafter maintain good and sufficient fences on such boundaries of the said piece of land hereby conveyed as are marked with a "T" on the said plan.

NOTE: The "T" marks referred to are reproduced on the title plan.

C: Charges Register

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

- 1 (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.
- 2 (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.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	09.12.2016	site of a runway extension, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

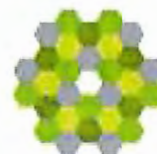
NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

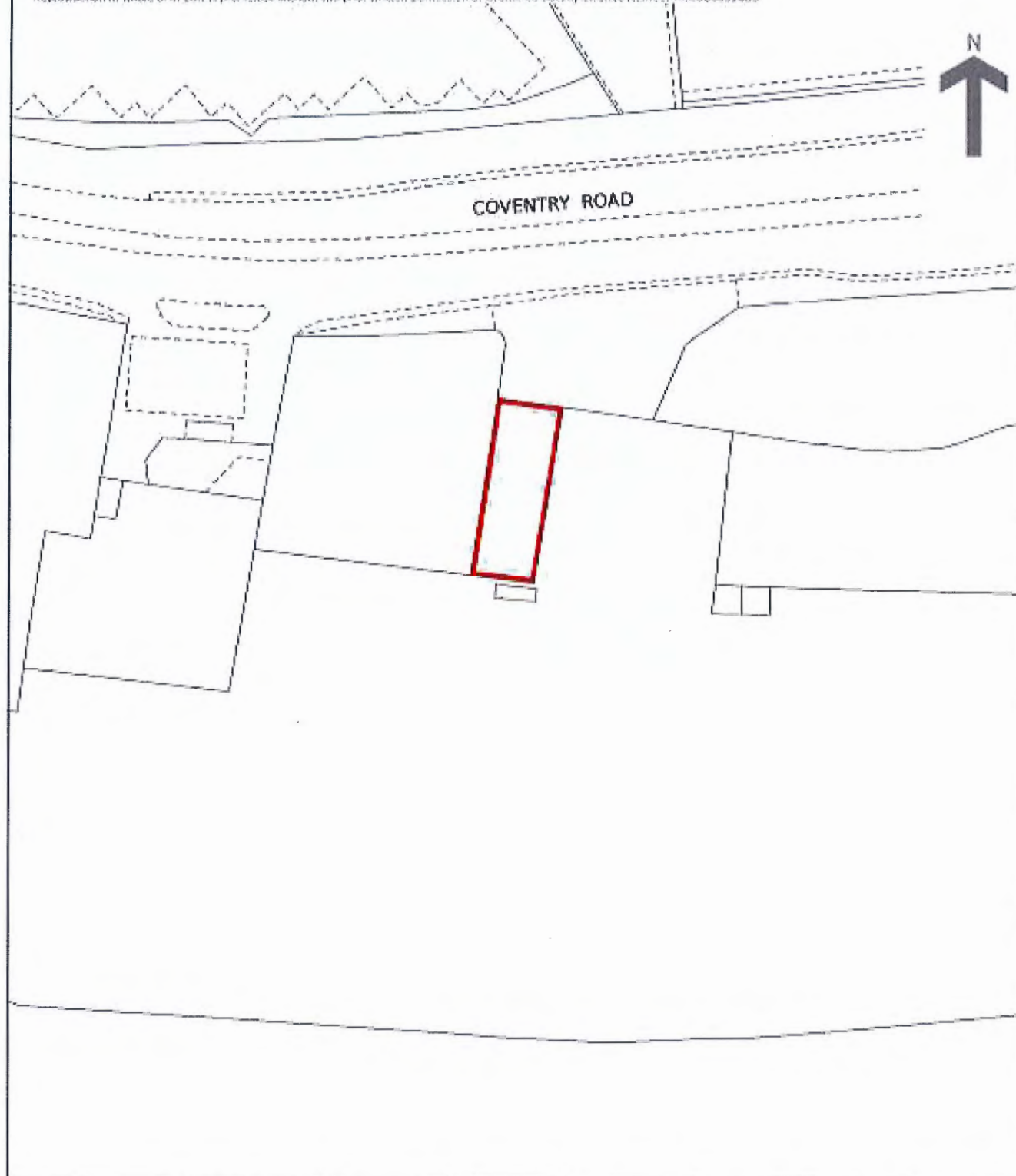
End of register

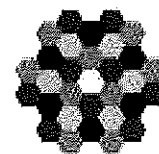
HM Land Registry
Official copy of
title plan

Title number **WM964966**
Ordnance Survey map reference **SP1882NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Midlands :**
Solihull



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Official copy of register of title

Title number MM18862

Edition date 26.07.2013

- 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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST MIDLANDS : SOLIHULL

- 1 (02.05.2013) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Multi Storey Car Park, Concorde Road, Birmingham Airport, Birmingham.
- 2 (02.05.2013) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 3 (02.05.2013) 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."
- 4 (02.05.2013) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 28 March 2013
Term : From and including 28 March 2013 to and including 24 March 2032
Parties : (1) BHX LP
(2) Birmingham Airport Limited
- 5 (02.05.2013) The landlord's title is registered.

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 MM18862

Title absolute

- 1 (02.05.2013) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.

C: Charges Register

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

- 1 (02.05.2013) 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."

- 2 (02.05.2013) Agreement under hand dated 24 May 2001 made between (1) Birmingham International Airport Limited and (2) National Car Parks Limited relates to the development of the land edged and numbered 43 in blue on the filed plan.

NOTE: Copy filed under WM642629.

- 3 (26.07.2013) UNILATERAL NOTICE in respect of a Deed of rectification dated 23 July 2013 made between (1) BHX LP and (2) Birmingham Airport Limited.

NOTE: Copy filed.

- 4 (26.07.2013) BENEFICIARY: BHX LP (Scot. Co. Regn. No. SC012702) care of Eversheds LLP, 115 Colmore Row, Birmingham B3 3AL.

Schedule of restrictive covenants

- 1 (02.05.2013) 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

Title number MM18862

Schedule of restrictive covenants continued

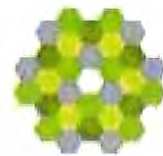
used as a hotel and in any event it shall cease to have effect altogether on 29 September 2037."

NOTE: No copy of plan number 2 referred to has been produced.

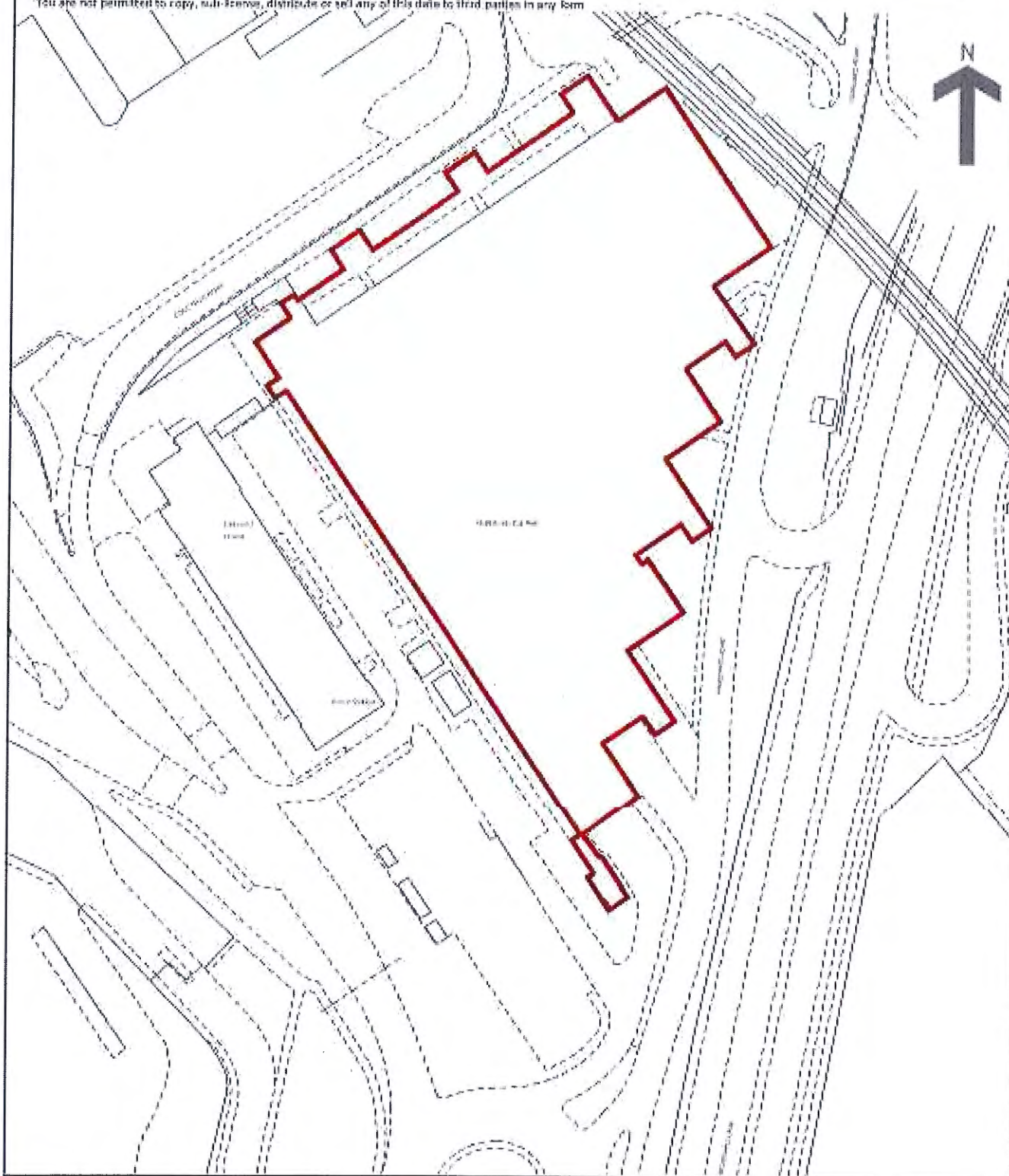
End of register

HM Land Registry
Official copy of
title plan

Title number **MM18862**
Ordnance Survey map reference **SP1883NW**
Scale **1:1250**
Administrative area **West Midlands :**
Solihull



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Official copy of register of title

Title number MM33687

Edition date 02.04.2014

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- 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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST MIDLANDS : SOLIHULL

- 1 (02.04.2014) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Air Traffic Control Tower, 2 Falcon Way, Birmingham Airport, Birmingham (B26 3RF).
- 2 (02.04.2014) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 24 March 2014
 Term : from and including 24 March 2014 to and including 18 April 2028
 Parties : (1) Birmingham Airport Developments Limited
 (2) Birmingham Airport Limited
- 3 (02.04.2014) The Lease prohibits or restricts alienation.
- 4 (02.04.2014) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

 NOTE: The rights granted by the registered lease are in part granted over title number WM772517 first registered with possessory title on 24 June 2002 and land registered with good leasehold title under title numbers WM703195 and WM703246 and are consequently not binding on any right or interest adverse to or in derogation of the title of the first registered proprietor of that title.
- 5 (02.04.2014) The registrar has not seen any consent to the grant of this sub-lease that the superior lease, out of which it was granted, may have required.
- 6 (02.04.2014) The landlord's title is registered.

Title number MM33687

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 (02.04.2014) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Birmingham House, Birmingham Airport, Birmingham B26 3QJ.

C: Charges Register

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

- 1 (02.04.2014) 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."

- 2 (02.04.2014) 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 under WM203034.

Schedule of restrictive covenants

- 1 (02.04.2014) 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."

Title number MM33687

Schedule of restrictive covenants continued

NOTE: No copy of plan number 2 referred to has been produced.

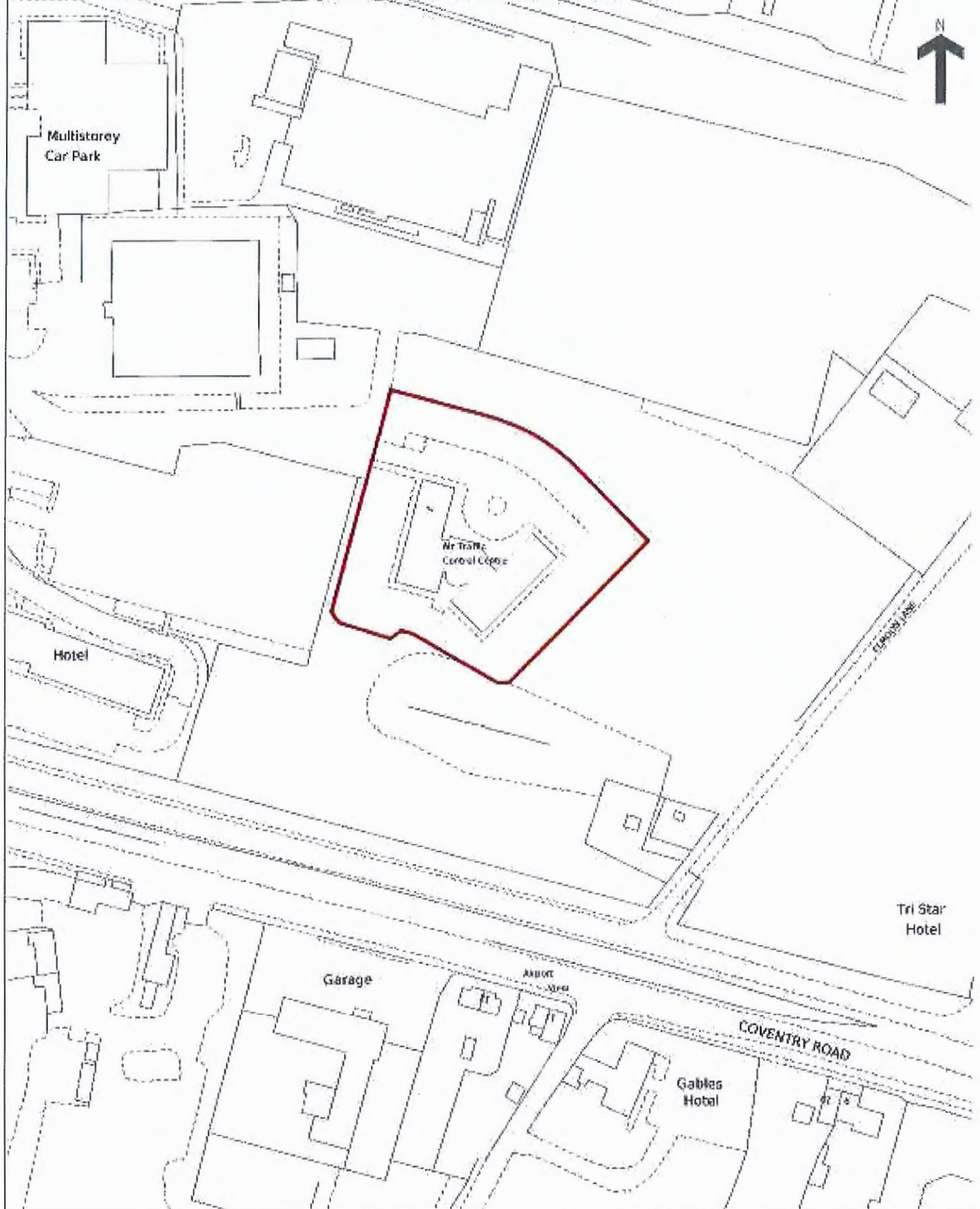
End of register

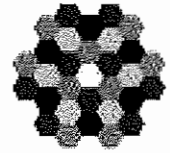
HM Land Registry
Official copy of
title plan

Title number **MM33687**
Ordnance Survey map reference **SP1783SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Midlands :**
Solihull



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This is an official copy of the title plan. It is not a substitute for a visit to the land.





Official copy of register of title

Title number MM72387

Edition date 27.02.2017

- This official copy shows the entries on the register of title on 25 JUL 2024 at 16:58:55.
- 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 25 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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST MIDLANDS : SOLIHULL

- 1 (29.06.2016) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land at Birmingham Airport, Birmingham.

NOTE: The land tinted green on the title plan is not included in the title.

- 2 (29.06.2016) 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."

- 3 (29.06.2016) 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."

- 4 (29.06.2016) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 16 December 2015
 Term : From 16 December 2015 and expiring on 5 March 2029
 Parties : (1) Birmingham Airport Developments Limited
 (2) Birmingham Airport Limited

NOTE 1: The lease comprises also other land.

NOTE 2: Copy Superior lease filed under MM72383.

Title number MM72387

A: Property Register continued

- 5 (29.06.2016) The Lease prohibits or restricts alienation.
- 6 (29.06.2016) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

NOTE: The rights granted by the registered lease are in part granted over WM940476 first registered with possessory title on 9 October 2008 and WM941026 first registered with possessory title on 15 October 2008 and are consequently not binding on any right or interest adverse to or in derogation of the title of the first registered proprietor of that title.

- 7 (29.06.2016) The landlord's title is registered.

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 (29.06.2016) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.
- 2 (29.06.2016) The price, other than rents, stated to have been paid on the grant of the lease of the land in this title and in MM80239 and MM80241 was £36,378,957.

C: Charges Register

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

- 1 (29.06.2016) 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."

- 2 (29.06.2016) The land edged in blue on the title plan is subject to the following rights reserved by a Conveyance of the freehold estate therein and other land 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:-

C: Charges Register continued

(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

(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."

- 3 (29.06.2016) 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 under WM203034.

- 4 (29.06.2016) The parts of the land affected thereby are 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.

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 referred to above.

NOTE: Copy Deeds dated 7 October 1992 and 21 March 1994 filed under WM203034.

- 5 (29.06.2016) By a Deed dated 23 January 2001 made between (1) Birmingham International Airport Limited and (2) Esso Petroleum Company, Limited the position of the pipeline contained in the Deed dated 21 March 1994 and the Deed of Rectification dated 7 October 1992 referred to above has been varied.

NOTE: Copy filed under WM203034

- 6 (29.06.2016) 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 under WM203034.

- 7 (29.06.2016) By a Deed dated 28 July 2015 made between (1) Birmingham Airport Limited and (2) Esso Petroleum Company Limited the original grants and the original covenants contained in the Deeds dated 7 October 1992 and 23 January 2001 referred to above were expressed to be varied.

NOTE :-Copy filed under WM642629.

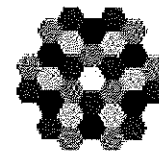
Schedule of restrictive covenants

- 1 (29.06.2016) 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.

End of register



Official copy of register of title

Title number MM80239

Edition date 27.02.2017

- This official copy shows the entries on the register of title on 25 JUL 2024 at 16:59:43.
- This date must be quoted as the "search from date" in any official search application based on this copy.
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- Issued on 25 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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST MIDLANDS : SOLIHULL

- 1 (12.12.2016) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land forming part of Birmingham Airport, Coventry Road, Bickenhill, Solihull.
- 2 (12.12.2016) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

NOTE: The rights granted by the registered lease are in part granted over title numbers WM941026 and WM940476 first registered with possessory title on 15 October 2008 and 9 October 2008 respectively and are consequently not binding on any right or interest adverse to or in derogation of the title of the first registered proprietor of those titles.

- 3 (12.12.2016) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 16 December 2015
 Term : From 16 December 2015 and expiring on 5 March 2029
 Parties : (1) Birmingham Airport Developments Limited
 (2) Birmingham Airport Limited

NOTE 1: The lease comprises also other land.

NOTE 2: Copy lease filed under MM72387

NOTE 3: Copy superior lease filed under MM72383

- 4 (12.12.2016) The Lease prohibits or restricts alienation.
- 5 (12.12.2016) The landlord's title is registered.

Title number MM80239

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 good leasehold

- 1 (12.12.2016) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.
- 2 (12.12.2016) The price, other than rents, stated to have been paid on the grant of the lease of the land in this title and in MM72387 and MM80241 was £36,378,957.

End of register

HM Land Registry
Official copy of
title plan

Title number **MM80239**

Ordnance Survey map reference **SP1882NW**

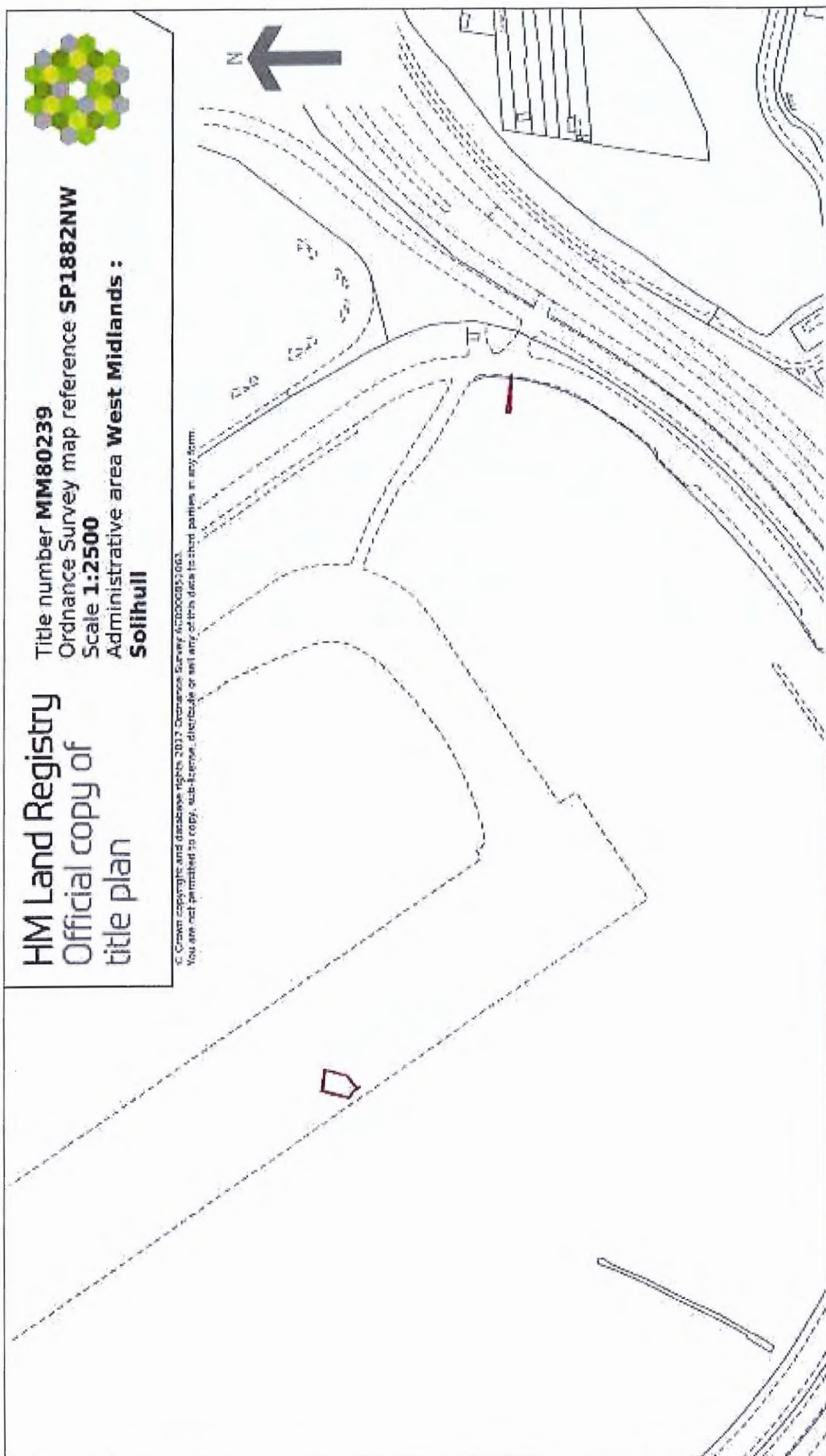
Scale **1:2500**

Administrative area **West Midlands :**

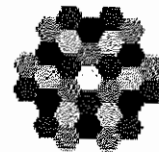
Solihull



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This official copy is incomplete without the preceding notes page.



Official copy of register of title

Title number WM642629

Edition date 25.04.2022

- This official copy shows the entries on the register of title on 19 JAN 2024 at 15:00:31.
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- 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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST MIDLANDS : SOLIHULL

- 1 (16.10.1996) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Birmingham International Airport, Airport Way, Elmdon, Birmingham (B26 3QR).
- 2 (16.10.1996) The mines and minerals together with ancillary powers of working are excepted from the land edged and numbered 1 and 2 in blue on the title plan with provision for compensation in the event of damage caused thereby.
- 3 (16.10.1996) 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 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 3 and 4 in blue on the title 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 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 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 5 in blue on the title plan dated 10 October 1935 made between

A: Property Register continued

(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 (16.10.1996) 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 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 2 in blue on the title plan and other land dated 15 September 1964 made between (1) Morris & Jacombs Limited (Vendors) and (2) Causeway Nominees Limited (Purchasers) contains the following provision:-

"IT IS HEREBY DECLARED that the Purchasers shall not be or become entitled to any right of light or air or other easement or right over the adjoining or neighbouring lands of the Vendors which would prejudicially affect the free and unrestricted user thereof respectively for building or any other purposes."

- 8 (16.10.1996) 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."

- 9 (16.10.1996) The land has the benefit of the following rights excepted and reserved by a Transfer of the freehold estate in the land edged and numbered 6 in blue on the title 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 (16.10.1996) The Conveyance dated 20 August 1993 referred to in the Charges Register contains the following provision:-

"It is hereby agreed and declared that the Purchaser shall not be or become entitled to any right of light or air or other right which would or might in any way prejudicially affect or interfere with the free use of the adjoining or adjacent land of the Vendor ("the Retained Land") by the Vendor or its successors in title for building or any other purposes."

- 11 (16.10.1996) The Conveyance dated 9 May 1994 referred to in the Charges Register contains a provision in identical terms to that contained in the Conveyance dated 20 August 1993 referred to above.

- 12 (16.10.1996) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 31 March 1995
Term : 150 years from 31 March 1995
Rent : As therein mentioned
Parties : (1) Birmingham City Council and Solihull Metropolitan Borough Council
(2) Birmingham International Airport PLC

NOTE: The lease comprises also other land

- 13 (16.10.1996) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by

A: Property Register continued

reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.

- 14 (21.01.1998) By a Deed dated 24 September 1997 made between (1) Birmingham City Council and Solihull Metropolitan Borough Council and (2) Birmingham International Airport Limited the terms of the registered lease were varied.

NOTE: Original filed.

- 15 (10.01.2002) By a Deed dated 7 January 2002 made between (1) Birmingham City Council and The Metropolitan Borough of Solihull and (2) Birmingham International Airport Limited the terms of the registered lease were confirmed.

NOTE: Copy filed.

- 16 (16.10.1996) The Lessor's title is registered as to the land in this title.

- 17 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

- 18 (08.11.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by a lease of Ground Floor Offices, Diamond House dated 28 October 2011 made between (1) Birmingham International Airport Limited and (2) West Midlands Police Authority for a term of 5 years from and including 15 November 2008.

↪ Note: Copy filed.

- 19 (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.

- 20 (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.

- 21 (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.

- 22 (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.

- 23 (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.

- 24 (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.

- 25 (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.

A: Property Register continued

- 26 (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.*
- 27 (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.*
- 28 (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.*
- 29 (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.*
- 30 (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.*
- 31 (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.*
- 32 (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.*
- 33 (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.*
- 34 (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.*
- 35 (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.*
- 36 (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.*
- 37 (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.*
- 38 (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 WM573595.

- 39 (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.

- 40 (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.

- 41 (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.

- 42 (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.

- 43 (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.

- 44 (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.

- 45 (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.

- 46 (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.

- 47 (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.

- 48 (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.

- 49 (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.

- 50 (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.

A: Property Register continued

- 51 (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.
- 52 (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.
- 53 (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.
- 54 (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.
- 55 (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.
- 56 (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.
- 57 (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.
- 58 (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.
- 59 (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.
- 60 (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.
- 61 (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.
- 62 (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.
- 63 (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.

A: Property Register continued

NOTE:-Copy filed under WM649782.

- 64 (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.

- 65 (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.

- 66 (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.

- 67 (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.

- 68 (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.

- 69 (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.

- 70 (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

- 71 (06.05.2016) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

- 72 (06.05.2016) The land has the benefit of the rights 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.

- 73 (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.

- 74 (06.12.2021) The land has the benefit of any legal easements reserved by the Deed dated 23 July 2021 referred to in the Charges Register but is subject to any rights that are granted by the said deed and affect the registered land.

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 (16.10.1996) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Diamond House, Birmingham International Airport, Birmingham B26 3QJ.
- 2 (06.01.2012) The proprietor's address for service has been changed.
- 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 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 7 in blue on the title 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 (16.10.1996) A Conveyance of the freehold estate in 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 (16.10.1996) The land edged and numbered 8 in blue on the filed plan is subject to the following rights reserved by a Conveyance of the freehold estate thereof dated 4 May 1937 made between (1) William Henry Lowe and (2) Birmingham Corporation:-

"Subject to the rights of adjoining owners thereover."
- 4 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 9 in blue on the title 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.
- 5 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 10 in blue on the title plan dated 8 June 1942 made between (1) Douglas Dyas James (Vendor) and (2) Scaffolding (Great Britain) Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 6 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 11 in blue on the title plan dated 5 November 1943 made between (1) Douglas Dyas James (Vendor) and (2) Scaffolding (Great Britain) Limited (Purchasers) contains covenants in identical terms to those contained in the Conveyance dated 8 June 1942 referred to above.
- 7 (16.10.1996) The land edged and numbered 11 in blue on the title plan is subject to the following rights reserved by the Conveyance dated 5 November 1943 referred to above:-

"EXCEPT and RESERVING unto the Vendor and other the owners or owner of the adjoining or neighbouring property now or formerly of the Vendor at all times hereafter the full and free right of running of water and soil from such adjoining or neighbouring land and any buildings now or hereafter to be erected thereon through the drains sewers watercourses and service pipes hereafter to be laid in upon or under the land hereby conveyed and the right to make connections with such drains sewers

C: Charges Register continued

watercourses and service pipes or any of them and the right to enter upon the land hereby conveyed for all purposes of exercising the said rights of running of water and soil the Vendor making good any damage to the said land hereby conveyed in consequence thereof or to any buildings or erections now or hereafter to be erected thereon or on some part thereof."

- 8 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 1, 2 and 12 in blue on the title plan and other land dated 17 November 1943 made between (1) Douglas Dyas James (Vendor) (2) Midland Bank Limited and (3) The Timbrell and Wright Machine Tool and Engineering Company Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 9 (16.10.1996) The land edged and numbered 1, 2 and 12 in blue on the title plan is subject to the following rights reserved by the Conveyance dated 17 November 1943 referred to above:-

AND ALSO EXCEPT AND RESERVING unto the Vendor and other the owners or owner of the adjoining or neighbouring property then or formerly of the Vendor at all times thereafter the full and free right of running of water and soil from such adjoining or neighbouring land and any buildings then or thereafter to be erected thereon through the drains sewers watercourses and service pipes thereafter to be laid in upon or under the premises thereby conveyed and the right to make connections with such drains sewers watercourses and service pipes or any of them and the right to enter upon the premises thereby conveyed for all purposes of exercising the said rights of running of water and soil the Vendor or other the owners or owner aforesaid making good any damage to the premises thereby conveyed in consequence thereof or to any buildings or erections then or thereafter to be erected thereon or on some part thereof and paying a proportionate part of the expense of keeping such drains sewers watercourses and service pipes in repair.

- 10 (16.10.1996) 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.

- 11 (16.10.1996) The Lease dated 18 November 1952 referred to in the schedule of leases hereto grants rights in respect of electric lines in and over the land edged and numbered 13 and 14 in blue on the title plan and other land and rights of way

NOTE: Copy Lease filed under WM203034.

- 12 (16.10.1996) The land edged and numbered 13 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 13 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

NOTE 1: Copy Lease filed under WM975271.

- 13 (16.10.1996) 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

C: Charges Register continued

reasonable legal costs and disbursements including the Value Added Tax thereon in connection with the negotiation and completion of this Deed."

- 14 (16.10.1996) The parts of the land affected thereby are subject to the following rights reserved by a Transfer of the land edged and numbered 16 in blue on the title 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."

- 15 (16.10.1996) The parts of the land affected thereby are subject to the following rights reserved by a Transfer of the land edged and numbered 16 in blue on the title 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."

- 16 (16.10.1996) The land edged and numbered 3, 5, 8, 9, 15, 17, 18, 19, 20, 65 and 66 in blue on the title plan is subject to the following rights reserved by a Conveyance of the freehold estate 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

(d) the right for the City and its Lessees and occupiers of adjacent

C: Charges Register continued

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."

- 17 (16.10.1996) 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 23 in blue on the title plan.

- 18 (16.10.1996) 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 under WM203034.

- 19 (16.10.1996) The Lease dated 4 May 1989 referred to in the Schedule of leases contains a provision to grant a lease of the land tinted pink on the title plan in the event as therein mentioned.

- 20 (16.10.1996) Option to lease the land edged and numbered 22 in blue on the filed plan contained in the Lease dated 1 August 1989 referred to in the schedule of lease on the terms therein mentioned.

- 21 (16.10.1996) The parts of the land affected thereby are 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.

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 referred to above.

NOTE: Copy Deeds dated 7 October 1992 and 21 March 1994 filed under WM203034.

- 22 (16.10.1996) A Conveyance of the land edged and numbered 1 in blue on the title plan dated 20 August 1993 made between (1) Cliffcade Limited (Vendor) and (2) Birmingham International Airport PLC (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

C: Charges Register continued

- 23 (16.10.1996) The land edged and numbered 1 in blue on the title plan is subject to the following rights reserved by the Conveyance dated 20 August 1993 referred to above:-

"Except and reserved (for the benefit of the Retained Land) full and free light and liberty:-

(i) of free and uninterrupted passage and running of water soil gas and electricity in through under upon and along the existing sewers drains and services (if any) benefiting the Retained Land and the Sewers and Conduits now running or hereafter to run in under or upon and along the Property and to connect to such sewers drains and services at a point to be determined (reasonably) by the Purchaser and for that purpose to enter on the Property subject to the Purchaser's prior written approval (such approval not to be unreasonably withheld)

(ii) at the Vendor's own expense to make subject to the Purchaser's prior written approval (such approval not to be unreasonably withheld) such variations to the Sewers and to the Conduits to facilitate the development of the Retained Land PROVIDED THAT the prior written consent to such variations shall have been obtained from the Local Highway Authority and the Local Planning Authority

(iii) the right of support from the Property for all buildings to be constructed on the Retained Land during the period of 21 years commencing on the date of this deed."

The following definitions were included:-

"the Sewers" means a foul water sewer system and a surface water drainage system (which includes an existing foul or surface water sewers or drains) of sufficient capacity to drain roads and buildings constructed or intended to be constructed on the Land and on any adjoining or neighbouring land of the Purchaser and on the Retained Land constructed or to be constructed to a standard suitable to serve them with connections either directly or indirectly into public outfall

"Conduits" means and includes all pipes wires cables and any other apparatus or installations used for the passage of water gas electricity telecommunications telephone services and any other services appropriate which have been or are to be constructed within the Land and any adjoining or neighbouring land of the Purchaser to which services shall connect within 21 years of the date of this Conveyance."

- 24 (16.10.1996) A Conveyance of the land edged and numbered 2 in blue on the title plan dated 9 May 1994 made between (1) Cliffcade Limited and (2) Birmingham International Airport PLC contains restrictive covenants and exceptions and reservations in identical terms to those contained in the Conveyance dated 20 August 1993 referred to above.

- 25 (26.02.2001) Agreement under hand dated 24 May 2001 made between (1) Birmingham International Airport Limited and (2) National Car Parks Limited relates to the development of the land edged and numbered 43 in blue on the title plan.

NOTE: Copy filed.

- 26 (17.08.2004) The Lease dated 22 June 2004 made between (1) Birmingham International Airport Limited and (2) National Car Parks Limited referred to in the Schedule of leases hereto contains an option to take a lease of alternative premises on the terms therein mentioned.

- 27 (21.01.2005) The parts of the land affected thereby are subject to the easements granted by the leases set out in the schedule of leases of easements hereto.

NOTE: The heading to the schedule should be read as if it said Schedule of notices of leasehold easements.

- 28 (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.

C: Charges Register continued

NOTE: Copy filed under WM203034

- 29 (30.01.2006) The land is subject, during the terms created by the leases of easements specified in the schedule of leases of easements hereto, to the rights granted by the said leases.
- 30 (04.08.2006) UNILATERAL NOTICE affecting part of the land edged and numbered 34 in blue and land adjoining to the north and north west thereof in respect of an Agreement for the Development and Lease dated 11 July 2006 made between (1) Birmingham International Airport Limited and (2) Accor UK Economy Hotels Limited (3) Accor SA.
- 31 (04.08.2006) BENEFICIARY: Accor U.K Economy Hotels Limited (Co. Regn. No.01244907) of 1 Shortlands, Hammersmith, London W6 8DR.
- 32 (16.10.1996) 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 pole.

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

- 33 (19.02.2010) By a Deed dated 23 January 2001 made between (1) Birmingham International Airport Limited and (2) Esso Petroleum Company, Limited the position of the pipeline contained in the Deed dated 21 March 1994 and the Deed of Rectification dated 7 October 1992 referred to above has been varied.

NOTE: Copy filed under WM203034

- 34 (22.03.2011) The lease of the land edged and numbered 50 in blue on the title plan dated 17 March 2011 made between (1) Birmingham International Airport Limited and (2) Central Networks West PLC referred to in the schedule of leases hereto contains restrictive covenants by the landlord.
- 35 (22.03.2011) The parts of the land affected thereby are subject to the rights granted by a Lease of the land edged and numbered 50 in blue on the title plan dated 17 March 2011 referred to in the schedule of leases hereto.

NOTE: Copy lease filed under WM983255 .

- 36 (20.06.2011) The land is subject to the rights granted by a Deed dated 3 June 2011 made between (1) Birmingham International Airport Limited (2) National Grid Gas Plc and (3) J Murphy & Son Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 37 (23.11.2011) The land is subject to the rights granted by a deed of easement dated 21 November 2011 made between (1) Birmingham International Airport Limited (2) National Grid Gas Plc and (3) Complete Energy Solutions Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 38 (03.10.2012) UNILATERAL NOTICE affecting the land edged and numbered 50 in blue on the title plan in respect of a lease dated 14 September 2012 for a term of 5 years from 14 September 2012.
- 39 (03.10.2012) BENEFICIARY: Federal Express Europe Inc. of Sutherland House, Matlock Road, Coventry CV1 4JQ.
- 40 (30.01.2013) The land is subject to the easements granted by a lease dated 8 August 2012 of a car valeting facility, Birmingham Airport for a term from and including 8 August 2012 to and including 16 October 2014.

NOTE: Copy filed.

- 41 (15.03.2013) The land is subject to the easements granted by a lease

C: Charges Register continued

dated 16 March 2012 of Rooms 3 and 4 Ground Floor, Merlin Building for a term of 6 years from and including 10 August 2009.

NOTE: Copy filed.

- 42 (15.03.2013) The land is subject to the easements granted by a lease dated 14 May 2012 of Office DH221, Second floor, Diamond House for a term of 6 years from 16 April 2012.

NOTE: Copy filed.

- 43 (11.06.2013) Elmdon Lane is subject to the rights granted by a Deed dated 30 May 2013 made between (1) Birmingham Airport Limited (Grantor) and (2) National Grid Gas Plc (Grantee).

The said Deed also contains restrictive covenants by the grantor.

NOTE 1:-Copy Deed filed.

NOTE 2: A letter dated 10 June 2013 refers to the presumption that the subsoil of Elmdon Lane is included in the land in this title.

NOTE 3: Copy letter filed.

- 44 (27.09.2013) The land is subject to the easements granted by a lease dated 29 August 2013 of vehicle valeting facility at Birmingham Airport, Solihull, West Midlands for a term from and including 29 August 2013 to and including 31 August 2018.

NOTE: Copy filed.

- 45 (11.11.2013) The land is subject to the easements granted by a lease dated 31 October 2013 of Room 149 South Baggage Make-Up Area, Apron Level, Terminal Building, Birmingham Airport, Solihull, West Midlands for a term of 6 years from and including 27 May 2012.

NOTE: Copy filed.

- 46 (12.05.2014) The land is subject to the easements granted by a lease dated 30 April 2014 of Room 2, Ground floor, Gemini Building for 6 years from and including 30 April 2014.

NOTE: Copy filed.

- 47 (12.06.2014) The land for a term of 20 years from 2 June 2009 is subject to the rights granted by a Deed dated 22 April 2014 made between (1) Birmingham International Airport Limited and (2) Shell UK Limited and Esso Petroleum Company Limited.

NOTE: Copy filed under MM36762.

- 48 (18.06.2014) The land is subject to the easements granted by a lease dated 9 June 2014 of Rooms MTG81-83, Ground Floor Terminal Building (North) for 6 years from and including 1 May 2011.

NOTE: Copy filed.

- 49 (18.06.2014) UNILATERAL NOTICE in respect of being a Tenant in a Lease dated 9 June made between (1) Birmingham Airport Limited and (2) The Secretary of State for Communities and Local Government care of Mapeley Steps Limited, Thistle House, 4 Burnaby Street, Hamilton, Bermuda HM11.

NOTE: Copy filed.

- 50 (18.06.2014) BENEFICIARY: The Secretary of State for Communities and Local Government care of Mapeley Steps Limited, Thistle House, 4 Burnaby Street, Hamilton, Bermuda HM11.

- 51 (18.09.2015) By a Deed dated 28 July 2015 made between (1) Birmingham Airport Limited and (2) Esso Petroleum Company Limited the original grants and the original covenants contained in the Deed dated 7 October 1992, 21 March 1994 and 23 January 2001 referred to above were expressed to be varied.

NOTE :-Copy filed.

C: Charges Register continued

- 52 (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.

- 53 (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 under WK2163.

- 54 (09.02.2016) By a Transfer dated 24 December 2015 made between (1) Accor UK Business & Leisure Hotels Limited (2) Birmingham Airport Limited and (3) Land Securities (Hotels) Limited part of the land demised by the lease of the land edged and numbered 34 in blue on the title plan dated 9 December 1988 referred to in the schedule of leases hereto was surrendered and the said lease has determined as to the part transferred.

NOTE: Copy filed under MM65461.

- 55 (09.02.2016) By a Deed of Variation dated 24 December 2015 made between (1) Birmingham Airport Limited (2) Accor UK Business & Leisure Hotels Limited and (3) Land Securities (Hotels) Limited the terms of the lease of the land edged and numbered 34 in blue on the title plan dated 9 December 1988 referred to in the schedule of leases hereto were varied.

NOTE:-Copy Deed filed under WM454615.

- 56 (09.02.2016) By a Deed of Variation and Release dated 24 December 2015 made between (1) Birmingham Airport Limited (2) Accor UK Business & Leisure Hotels Limited and (3) Land Securities (Hotels) Limited the terms of the lease of the land edged and numbered 34 in blue on the title plan dated 9 December 1988 referred to in the schedule of leases hereto were varied.

NOTE:-Copy Deed filed under WM454615.

- 57 (09.02.2016) By a Deed dated 24 December 2015 made between (1) Birmingham Airport Limited (2) Accor UK Economy Hotels Limited and (3) Accor UK Business & Leisure Hotels Limited and (3) Accor SA the terms of the Agreement dated 11 July 2006 referred above were varied.

NOTE:-Copy Deed filed under WM454615.

- 58 (29.06.2016) 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 of the site of a runway extension at Birmingham Airport referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under MM72383.

- 59 (12.08.2016) The land is subject to the easements granted by a lease of rooms MTS37-40, Second Floor, Terminal Building (North), Birmingham Airport dated 17 June 2016 made between (1) Birmingham Airport Limited and (2) Thomson Airways Limited for a term of beginning on and including 15 May 2015 and ending on and including 14 May 2021.

NOTE: Copy filed.

- 60 (14.11.2016) UNILATERAL NOTICE affecting the land edged and numbered 42 in blue in respect of a lease of the Ground Floor Offices, Diamond House, Birmingham Airport for a term of 6 years.

NOTE: Copy filed.

- 61 (14.11.2016) BENEFICIARY: Police and Crime Commissioner for West Midlands of Lloyd House, Colmore Row, Queensway, Birmingham B4 6NQ.

C: Charges Register continued

- 62 (05.04.2017) UNILATERAL NOTICE affecting office suite NTS88, 89 & 90 Second Floor, Terminal Building (North), Birmingham Airport in respect of a lease dated 4 November 2016 made between (1) Birmingham Airport Limited and (2) Qatar Airways Q.C.S.C for a term of 6 years.

NOTE: Copy filed.

- 63 (05.04.2017) BENEFICIARY: Qatar Airways Q.C.S.C (incorporated in Qatar Co. Regn. No. FC018591) of 1 Cluny Mews, London SW5 9EG and care of Glovers Solicitors LLP, 6 York Street, London W1U 6QD.

- 64 (23.05.2017) The land is subject to the easements granted by a lease of Ground Floor Offices, Rear Warehouse and Forecourt, Argosy Building, Birmingham Airport dated 11 October 2016 made between (1) Birmingham Airport Limited and (2) Dnata Limited for a term of 6 years beginning on and including 11 October 2016 and ending on and including 10 October 2022.

NOTE: Copy filed.

- 65 (09.06.2017) By a Deed dated 30 May 2017 made between (1) Birmingham Airport Limited (2) Marshall Of Cambridge Aerospace Limited (3) XLR Executive Jet centres Limited and (4) Regional And City Airports Holdings Limited the terms of the lease dated 9 January 2015 of Hangar and FBO offices referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under WM642629.

- 66 (09.06.2017) By a Deed dated 30 May 2017 made between (1) Birmingham Airport Limited (2) Marshall Of Cambridge Aerospace Limited (3) XLR Executive Jet Centres limited and (4) Regional And City Airports Holdings Limited the terms of the lease dated 9 January 2015 of Apron Site referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under WM642629.

- 67 (30.01.2018) The land is subject to the easements granted by a lease of EFT 12, Terminal Building South dated 24 January 2018 made between (1) Birmingham Airport Limited (Lessor) and (2) ISS Facility Services Limited (Lessee) for a term of 6 years beginning on and including 28 August 2017.

NOTE: Copy filed.

- 68 (01.02.2018) By a Deed dated 21 December 2017 made between (1) Birmingham Airport Limited (2) XLR Executive Jet Centres Limited and (3) Regional And City Airports Holdings Limited the terms of the lease dated 9 January 2015 of Hangar and FBO Offices referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed.

- 69 (16.04.2019) The land is subject to the easements granted by a lease of Room 3, First Floor, Comet Building dated 1 April 2019 made between (1) Birmingham Airport Limited and (2) Swissport GB Limited for a term of years beginning on and including 1 April 2019 and ending on and including 31 March 2025.

NOTE: Copy filed.

- 70 (15.08.2019) A Lease dated 16 July 2019 affecting the land edged and numbered 65 in blue on the title plan for a term of years beginning on and including 16 July 2019 and ending on and including 31 March 2024.

NOTE:-Copy filed.

- 71 (23.08.2021) The parts of the land affected thereby are subject to the rights granted by a Lease of Rooms ETG40, 40/1, 41, 43, 45 and 151, Apron Level, Terminal South dated 6 August 2021 referred to in the schedule of leases hereto.

NOTE: Copy lease filed.

- 72 (06.12.2021) A Deed dated 23 July 2021 made between (1) Birmingham

C: Charges Register continued

Airport Limited and (2) Jarrod Leigh Parkin and Matthew Dunnakey contains restrictive covenants by the Grantor.

NOTE: Copy filed under WM266242.

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 15 May 1937 referred to in the Charges Register:-

"The Corporation hereby covenant with the Vendor with the object and intent of affording to the Vendor a full and sufficient indemnity but not further or otherwise that the Corporation will.... not erect on the said land any building of a permanent nature unless built with brick and slated or tiled."

- 4 The following are details of the covenants contained in the Conveyance dated 8 June 1942 referred to in the Charges Register:-

"THE Purchasers hereby covenant with the Vendor that the Purchasers and

Schedule of restrictive covenants continued

their successors in title will at all times hereafter observe and perform the restrictions and stipulations contained in the First Schedule hereto Provided that the Purchasers or their successors in title shall not be liable under this covenant after they have parted with all interest in the property hereby conveyed

THE FIRST SCHEDULE above referred to Restrictions and Stipulations....

(b) Not to use or permit to be used the said land or any building to be erected thereon for any trade or business of a noisy noxious or offensive character and in particular no part of the said land nor any building to be erected thereon shall be used as an hotel public house inn or tavern or otherwise for the manufacture sale consumption or supply of beer wines spirits or other intoxicating liquors of any kind whatsoever or as a club at which intoxicating liquors shall be sold used or supplied

(c) The plans of any building to be erected on the said land shall first be submitted to and approved by the Vendor."

- 5 The following are details of the covenants contained in the Conveyance dated 17 November 1943 referred to in the Charges Register:-

COVENANT by Purchasers for the benefit of the estate belonging to the Vendor site at Bickenhill aforesaid or the part or parts thereof for the time being remaining unsold and so that such covenants should run with the land thereby conveyed and be binding upon all persons into whosoever hands the same might come that the Purchaser and the persons deriving title under them would thenceforth at all times thereafter observe and perform all and singular the restrictions and stipulations contained in the Second Schedule thereto

THE SECOND SCHEDULE thereinbefore referred to COVENANTS BY THE PURCHASERS

(1) THAT the Purchasers and the persons deriving title under them would not at any time erect or cause or suffer to be erected upon the premises thereby conveyed any messuages or buildings in the nature of retail shops nor allow any building to be erected on the premises thereby conveyed at any time thereafter to be used as a retail shop of as a place of access to the public for the purposes of the sale and purchase of goods but nothing therein contained should be deemed to prevent the Purchasers and the persons deriving title under them from using the said premises for manufacturing or industrial purposes or from using the said premises or any part thereof for the exhibition display and sale of machinery, machine tools and accessories

(2) THAT the Purchasers will not at any time carry on upon the said premises or upon any buildings erected thereon any trade manufacture or business which should be a nuisance or disturbance to the Vendor or the persons deriving title under him or other the estate owners or owner for the time being of the adjoining property then or formerly of the Vendor but so that that covenant should not extend to prohibit the use of the said premises by the Purchasers and the persons deriving title under them for such manufacturing or industrial purposes as they in their absolute discretion think fit provided that such user shall not entail the erection of any messuages or buildings in the nature of retail shops but shall permit the exhibition display and sale of machinery, machine tools and accessories.

- 6 The following are details of the covenants contained in the Conveyance dated 17 November 1943 referred to in the Charges Register:-

COVENANT by Purchasers for the benefit of the estate belonging to the Vendor site at Bickenhill aforesaid or the part or parts thereof for the time being remaining unsold and so that such covenants should run with the land thereby conveyed and be binding upon all persons into whosoever hands the same might come that the Purchaser and the persons deriving title under them would thenceforth at all times thereafter observe and perform all and singular the restrictions and stipulations contained in the Second Schedule thereto

Schedule of restrictive covenants continued

THE SECOND SCHEDULE thereinbefore referred to COVENANTS BY THE PURCHASERS

(1) THAT the Purchasers and the persons deriving title under them would not at any time erect or cause or suffer to be erected upon the premises thereby conveyed any messuages or buildings in the nature of retail shops nor allow any building to be erected on the premises thereby conveyed at any time thereafter to be used as a retail shop of as a place of access to the public for the purposes of the sale and purchase of goods but nothing therein contained should be deemed to prevent the Purchasers and the persons deriving title under them from using the said premises for manufacturing or industrial purposes or from using the said premises or any part thereof for the exhibition display and sale of machinery, machine tools and accessories

(2) THAT the Purchasers will not at any time carry on upon the said premises or upon any buildings erected thereon any trade manufacture or business which should be a nuisance or disturbance to the Vendor or the persons deriving title under him or other the estate owners or owner for the time being of the adjoining property then or formerly of the Vendor but so that that covenant should not extend to prohibit the use of the said premises by the Purchasers and the persons deriving title under them for such manufacturing or industrial purposes as they in their absolute discretion think fit provided that such user shall not entail the erection of any messuages or buildings in the nature of retail shops but shall permit the exhibition display and sale of machinery, machine tools and accessories.

- 7 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.

- 8 (09.10.2020) The following are details of the covenants contained in the Conveyance dated 20 August 1993 referred to in the Charges Register:-

"The Purchaser covenants with the Vendor as set out in Part I of the Second Schedule

SECOND SCHEDULE

Part I

The Purchaser covenants with the Vendor as follows:-

(1) To the intent that the burden of this covenant may run with the Property and each and every part thereof and so as to bind the Property in to whosoever hands the same and any part thereof may come and to benefit and protect the Retained Land and each and every part thereof capable of being benefited or protected the Purchaser HEREBY COVENANTS

Schedule of restrictive covenants continued

with the Vendor that it will at all times hereafter observe and perform the restrictions following in respect of the Property:-

a. not to use permit or knowingly suffer to be used the Property for any purposes (and not to do or permit or knowingly suffer anything thereon) other than airport related uses and not to do suffer or permit to be done thereon anything which causes nuisance annoyance or damage to the Vendor

b. not to do permit or suffer anything on in or under the Property which may withdraw support from the Retained Land

c. so as to facilitate the development of the Retained Land not to design or construct any development which may be carried out upon the Property in any other way than retains access (with or without vehicles) to the Retained Land from Birmingham Airport approach road along Old Bickenhill Lane in accordance with the requirements of the Local Planning Authority

d. not to carry out or suffer or permit to be carried out any development upon the Property save in accordance with layout plans (and with such further details as the Vendor may reasonably require) previously approved by the Vendor and such approval shall not be unreasonably withheld or delayed if the layout and content of the development to take place upon the Property has been planned so as to comply with the covenants on the part of the Purchaser herein contained and the Vendor DECLARES that if the Vendor shall not have within two months of submission to it notified its approval or disapproval or approval subject to conditions of any plans or other details submitted pursuant to the terms hereof for approval then such shall be deemed to be approved

(2) Should the Purchaser acquire the site of the highway to the east of the Retained Land and of the land known as Old Bickenhill Lane it will enter into in favour of the Vendor (in a form to the reasonable approval of the Vendor) a Deed of Grant of Right of Way thereover at all times with or without vehicles and for all purposes and for all necessary drainage and services over and in such land as appurtenant to the Retained Land

(3) Within 3 months of the granting of details planning permission (applied for by on behalf of or with the approval of the Vendor) for the Retained Land to grant (if so required by the Vendor by one month's written notice (such notice to expire no later than 2 months from the date of the receipt in writing by the Vendor of the Planning Permission) free of consideration or cost to the Vendor easements of drainage and services (in favour of the Retained Land) excluding those already available from Old Bickenhill Lane aforesaid over the Property and over the land of the Purchaser shown edged orange on the plan annexed hereto in such a position as the Vendor and the Purchaser shall reasonably determine and in the event of failure so to agree the dispute shall be referred to a single arbitrator to be agreed between the parties and failing such agreement within 30 days of the request of one party to the other that the matter be referred to arbitration under the Arbitration Acts 1950 to 1979 in accordance with this clause such reference shall be to an Arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors who shall appoint a person to act as an expert and not as an arbitrator and the decision of such person shall be final and binding and the costs of such person shall be borne equally by the parties unless such person shall decide one party has acted unreasonably in which case he shall have discretion as to costs

(4) Subject to the Vendor's covenants contained in Part II of this Second Schedule the Purchaser will on the basis set out in paragraph 5 below indemnify the Vendor against any liability which the Vendor incurs under Section 106 of the Town and Country Planning Act 1991 to the Local Planning Authority as a result of any application by or on behalf of or with the approval of the Vendor for planning permission to it in respect of the Retained Land

(5) The amount which the Purchaser is liable to pay under the immediately preceding paragraph shall be limited to 75% of the amount

Schedule of restrictive covenants continued

of the liability (incurred or to be incurred) by the Vendor or if less the sum of £75,000.00 increased by an additional sum bearing the same proportion to £75,000.00 as is borne by any increase in the figure shown in the Retail Prices Index published by H M Stationery Office or any official publication substituted by it ("the Index") for the date on which the liability under the immediately preceding paragraph is payable to the Vendor over the figure shown in the Index for the 15th day of July 1993 PROVIDED THAT:-

a. in the event of any change after the 15th day of July 1993 in the reference base used to compile the Index the figure taken to be shown in the Index after the change shall be the figure which would have been shown in the Index if the reference base current at the 15th day of July 1993 had been retained

b. in the event of it becoming impossible by reason of any change after the 15th day of July 1993 in the methods used to compile the Index or for any other reason whatsoever to calculate the sum due to the Vendor under the immediately preceding paragraph by reference to the Index or if any dispute or question whatsoever arises between the parties hereto with respect to such amount or with respect to the construction or effect of this paragraph 5 the dispute or question shall be determined under the Arbitration Acts 1950 to 1979 and the appointment of arbitration provisions of paragraph 3 hereof shall apply

(6) (i) Save in the Purchaser's Excepted Circumstances (as hereinafter defined) it shall not effect a Disposal (as hereinafter defined) of the whole or of any part of the Property unless:-

a. the Purchaser shall have given to the Vendor not less than 2 weeks' nor more than 4 weeks' prior notice in writing of its intention so to dispose of the Property or any part thereof and

b. the person or body to whom the Purchaser is disposing ("the New Purchaser") has entered into with the Vendor a deed effectively to impose upon the New Purchaser the obligations of the Purchaser under any covenants or obligations created hereby (including the obligations under this sub paragraph) and so that a covenant to the like effect shall be imposed on any subsequent transfer or lease of any such land or any substantial part thereof

(ii) For the purposes of this paragraph 6 "the Purchaser's Excepted Circumstances" shall mean:-

a. The vesting of roads footpaths public open spaces electricity substations sewers drains services utilities and other like facilities in the appropriate Authorities

b. Such other circumstances as may be agreed in writing by the Vendor and the Purchaser

(iii) The Purchaser and the Vendor shall promptly do all such necessary acts and execute all such necessary documents as the other of them may reasonably require to give effect to this paragraph 6 and which each is capable of doing or executing as the case may be including but not limited to the execution and completion of all requisite deeds

(iv) For the purpose of this paragraph 6 "Disposal" shall mean any transfer or conveyance by the Purchaser whether gratuitous or for consideration and voluntary or involuntary (or the making of any agreement for such disposal) other than a disposal (for the purpose of servicing the development of the land sold) under a compulsory purchaser order or otherwise to any Public or Local Authority or statutory undertaker whether voluntary or compulsory."

The following are the Vendors covenants referred to above:-

The Vendor covenants with the Purchaser as set out in Part II of the Second Schedule

PART II

Schedule of restrictive covenants continued

To the intent that the burden of this covenant may run with the Retained Land and each and every part thereof and so as to bind the Retained Land into whosoever hands the same and any part thereof may come and to benefit and protect the Property and each and every part thereof capable of being benefited or protected

The Vendor HEREBY COVENANTS with the Purchaser as follows:-

(1) Not to enter prior to the 1st day of July 1995 into any agreements with the Local Planning Authority with regard to any such planning application as is referred to in paragraph 4 of Part I of this Schedule without any such agreements have received the prior written approval of the Purchaser such approval not to be unreasonably withheld or delayed

(2) Not to apply prior to the 1st day of May 1995 for planning permission on the Retained Land or authorise or approve any such application."

NOTE: The land edged orange referred to is tinted brown on the title plan as far as it affects the land in this title.

Schedule of leases of easements

- 1 Benefiting land : office and crew room first floor Merlin Building
Date of lease : 24 January 2005
Term of lease : 3 years from 3 January 2005
NOTE: Copy lease filed
- 2 Benefiting land : Ground floor offices and Queen's Warehouse in Terminal 1.
Title Number of benefiting land : NOT REGISTERED
Date of lease : 15 August 2007
Term of lease : From 1.02.2002 to 31.03.2009
Registration date: 15.10.2007
NOTE: Copy Lease filed.
- 3 Benefiting land : Second Floor Offices MTS125 in Terminal 1
Title Number of benefiting land : NOT REGISTERED
Date of lease : 9 May 2008
Term of lease : 6 years from 10.12.2007
Registration date: 11.08.2008
NOTE: Copy Lease filed
- 4 Benefiting land : Ground Floor Ticket Desk and rear office MTG31/5 and MTG35/6 in Terminal 1
Title Number of benefiting land : NOT REGISTERED
Date of lease : 1 May 2008
Term of lease : from 1.5.2008 to 14.11.2013
Registration date: 01.05.2008
NOTE: Copy Lease filed
- 5 Benefiting land : The Business Aviation Centre, Ground Floor, Elmdon Building.
Title Number of benefiting land : NOT REGISTERED
Date of lease : 19 September 2008
Term of lease : 6 years from 18.02.2007
Registration date: 18.11.2008
NOTE: Copy Lease filed.
- 6 Benefiting land : Second floor office MTS18-20, Terminal 1
Title Number of benefiting land : NOT REGISTERED
Date of lease : 9 July 2009
Term of lease : From 9.7.2009 until 16.1.2014
Registration date: 23.07.2009
NOTE: Copy filed
- 7 Benefiting land : Second Floor Office, MTS17, Terminal 1

Schedule of leases of easements continued

- Title Number of
benefiting land : NOT REGISTERED
Date of lease : 30 September 2009
Term of lease : from 30/09/2009 to 30/04/2014
Registration date: 12.10.2009
NOTE: Copy Lease filed.
- 8 Benefiting land : Second Floor Office MTS64/1, Terminal 1
Title Number of
benefiting land : NOT REGISTERED
Date of lease : 30 September 2009
Term of lease : from 30/09/2009 to 07/09/2014
Registration date: 12.10.2009
NOTE: Copy Lease filed.
- 9 Benefiting land : part of Hanger 2 (48 in blue on the title plan)
Title Number of
benefiting land : NOT REGISTERED
Date of lease : 12 October 2009
Term of lease : 6 years from 12/10/2009
Registration date: 11.11.2009
NOTE: Copy lease filed.
- 10 Benefiting land : Executive Lounge, Room D14 & D15, departures level,
Terminal 2
Title Number of
benefiting land : NOT REGISTERED
Date of lease : 8 July 2011
Term of lease : 6 years from 8/7/2011
Registration date: 23.08.2011
NOTE: Copy Lease filed.
- 11 Benefiting land : land edged red on plan to lease dated 18/08/2011
Title Number of
benefiting land : NOT REGISTERED
Date of lease : 18 August 2011
Term of lease : from 18/08/2011 until 16/10/2014
Registration date: 24.08.2011
NOTE: Copy Lease filed
- 12 Benefiting land : Rooms 68-71 Apron Level within Terminal (T2)
Title Number of
benefiting land : NOT REGISTERED
Date of lease : 20 March 2012
Term of lease : 6 years from 20.3.2012
Registration date: 10.04.2012
NOTE: Copy Lease filed.
- 13 Benefiting land : Rooms 95-95/3 Apron Level within Terminal (T2)
Title Number of
benefiting land : NOT REGISTERED
Date of lease : 20 March 2012
Term of lease : 6 years from 20.3.2012
Registration date: 10.04.2012
NOTE: Copy Lease filed.
- 14 Benefiting land : Car valeting facility
Title Number of
benefiting land : NOT REGISTERED
Date of lease : 11 June 2012
Term of lease : 5 years from 17.10.2009
Registration date: 06.07.2012
NOTE: Copy Lease filed.
- 15 Benefiting land : Ground Floor Premises, Diamond House
Title Number of
benefiting land : NOT REGISTERED
Date of lease : 12 February 2018
Term of lease : 6 years beginning on and including 15.08.2017 and
ending on and including 14.08.2023
Registration date: 21.03.2018
NOTE: Copy Lease filed.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	16.10.1996 edged and numbered 24 in blue NOTE: See entry in the Charges Register relating to rights granted by this lease	Sub Station Site	18.11.1952 50 years from 24.6.1952	
2	16.10.1996 edged and numbered 25 in blue	Multi-storey Car Park, Petrol Station and Car Hire Offices	13.10.1971 75 years from 1.9.1964	WM634804
3	16.10.1996 edged and numbered 26 in blue	Warehouse and Offices	13.10.1971 from 25.10.1971 to 1.9.2039	WM634802
4	16.10.1996 edged and numbered 28, 29 and 30 in blue NOTE: The lease comprises also other land	Land to the west of Bickenhill Lane	04.03.1986 from 4.3.1986 to 31.3.2009	
5	16.10.1996 edged and numbered 31, 32 and 33 in blue	Land to the west of Bickenhill Lane	04.03.1986 from 4.3.1986 to 31.3.2009	
6	16.10.1996 edged and numbered 34 in blue NOTE 1: By a Deed dated 5 September 1991 made between (1) Birmingham International Airport PLC and (2) Accor (UK) Limited the terms of the Lease were varied NOTE 2: Original Deed filed under WM454615 NOTE 3: By a Deed dated 19 January 1993 made between (1) Birmingham International Airport PLC (2) Novotel (UK) Limited and (3) Tower Hill Property Investments (10) Limited the terms of the Lease were varied NOTE 4: Copy Deed filed under WM545615 NOTE 5: See entry in Charges Register relating to the surrender of part of this lease.	Land on the north side of Coventry Road	19.12.1988 125 years from 9.12.1988	WM454615
7	16.10.1996 edged and numbered 35 in blue NOTE: See entry in Charges Register as to provision to grant a Lease of other land contained in this lease	Cargo Centre	04.05.1989 125 years from 10.11.1986	WM467149
8	16.10.1996 edged and numbered 36 in blue NOTE 1: See entry in Charges Register as to option to take a Lease of other land contained in this lease NOTE 2: During the subsistence of the lease dated 21 December 2017 referred to below this lease takes effect as an underlease.	Terminal 2 Birmingham International Airport	01.08.1989 99 years from 25.3.1989	WM474034
9	16.10.1996 edged and numbered 37, 38 and 39 in	Multi-storey Vehicle Park, Airport Way	06.11.1990 99 years from 6.11.1990	wm518898

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	blue			
	NOTE: This Lease grants an exclusive right of way over the access way tinted blue on the filed plan			
10	16.10.1996 edged and numbered 41 in blue	Land of the south west side of Airport Way	24.02.1993 25 years from 22.3.1991	WM571036
11	16.10.1996 edged and numbered 40 in blue	Flight Catering Commissary Building	10.11.1994 60 years from 1.8.1986	WM603812
12	17.08.2004 Edged and numbered 44 in blue (part of)	Viscount House (Lower Ground Floor offices)	22.06.2004 From 22.6.2004 to 5.12.2089	WM836804
	NOTE 1: The Lease grants the exclusive rights to use the parking spaces edged and numbered 45 in blue on the title plan			
	NOTE 2: See entry in the Charges register as to an option to grant a Lease of other land			
13	21.01.2005 edged and numbered 46 in blue (and NSE)	land lying to the north west of cargo centre	25.11.2003 from 25.11.2003 to 9.11.2011	WM848818
14	30.01.2006	part of the service tower at Terminal 1, level 1	26.08.2005 5 years from 26.8.2005 (NSE)	
15	14.03.2006 Edged and numbered 47 in blue and edged and numbered 21 in blue (Part of)	Land at Birmingham International Airport, Coventry Road	23.01.2006 From 23.1.2006 to 1.8.2046	WM877272
16	06.03.2009	CIP Lounge, First Floor Terminal 1	25.02.2009 6 years from 25.02.2009	
	NOTE: The Lease comprises also other land.			
17	25.01.2010	Office Rooms MTG, 270-283 Terminal 1 (Ground Floor)	08.01.2010 6 years from 20.12.2008	
	NOTE: The lease comprises also other land.			
18	01.02.2010	Offices 72, 72/4 and 72/5, Arrivals Level, Terminal 2	20.01.2010 6 years from 25.10.2008	
	NOTE: The lease comprises also other land.			
19	16.08.2010	Engineers Offices (Ground floor; Apron Level)	01.04.2010 6 years from 31/07/2009	
20	21.09.2010 Edged and numbered 21 in blue (part of)	Hotel, Elmdon Site	31.08.2010 From 31/8/2010 to 28/3/2145	WM973791
21	24.11.2010	Motor Transport Vehicle Maintenance Workshop and Vehicle parking area adjacent to the snowbase	23.09.2010 6 years from and including 14/04/2010	

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
22	22.03.2011 Edged and numbered 21 in blue (part of) NOTE: See entry in the Charges Register relating to landlords restrictive covenants.	electricity substation	17.03.2011 99 years from 17/3/2011	WM983255
23	27.07.2011	Office 18 Ground Floor within The Elmdon Building NOTE: Lease affects also other land	07.07.2010 6 years from and including 24 June 2010	
24	29.09.2011	Ticket Desk 14 and rear office within terminal 1 at Birmingham Airport	06.09.2011 6 years from and including 06.09.2011	
25	08.11.2011 42 (part of)	Ground Floor Offices, Diamond House	28.10.2011 5 years from and including 15.11.2008	
26	20.03.2012 Edged and numbered 36 in blue (part of) NOTE: The grant of the rights in the above lease has not been completed by registration in accordance with section 27 of the Land Registration Act 2002 and so does not operate at law	Rooms 68-71 Apron Level Terminal 2	20.03.2012 6 years from 20.3.2012	
27	02.04.2012 Edged and 36 in blue (part of) NOTE: The grant of the rights in the above lease has not been completed by registration in accordance with section 27 of the Land Registration Act 2002 and so does not operate at law	Rooms 95-95/3 Apron Level Terminal 2	20.03.2012 6 years from 20.3.2012	
28	17.04.2012 Edged and numbered 21 in blue (part of)	Air Traffic Control Tower	08.07.2011 25 years from 17.4.2011	MM3356
29	02.05.2013 Edged and No'd 43 in blue: Edged and No'd 51 in blue	Multi Storey Car Park, Concorde Road	28.03.2013 From and including 28.3.2013 to and including 27.3.2032	MM18860
30	24.12.2013 edged and numbered 53 in blue	Aircraft Hangar	21.11.2013 75 years from 07.10.2013	MM29357
31	12.06.2014 Edged and numbered 27 in blue (part of) and edged and numbered 54 in blue	Fuel Farm	22.04.2014 20 years from 2.6.2009	MM36762
32	10.09.2014	Ticket Desk 15 and rear office building, Terminal Building (North)	21.08.2014 6 years from and including 21.08.2014	
33	22.01.2015 edged and	Apron Site	09.01.2015 9/1/2015 to	MM47211

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	numbered 55 in blue		8/1/2035	
	NOTE: See entry in the Charges Register relating to a Deed of variation dated 30 May 2017			
34	22.01.2015 edged and numbered 56 in blue	Hanger and FBO	09.01.2015 9/1/2015 to 8/1/2035	MM47214
	NOTE 1: See entry in the Charges Register relating to a Deed of variation dated 30 May 2017;			
	NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 21 December 2017			
35	06.02.2016 Edged and numbered 57 in blue on the title plan (Part of)	Ibis Budget, Birmingham Airport	24.12.2015 30 years from 19.9.2008	MM65462
	NOTE: The lease contains an option to renew on the terms therein mentioned.			
36	09.02.2016 Edged and numbered 58 in blue (Part of), edged and numbered 57 in blue (Part of) and edged and numbered 34 in blue (Part of)	Ibis Hotel, Birmingham Airport	24.12.2015 30 years from 19.9.2008	MM65464
	NOTE: The lease contains an option to renew on the terms therein mentioned.			
37	04.04.2016 Edged and numbered 59 and 60 in blue	Fuel Receipt Facility	24.03.2016 From 2.6.2009 to 1.6.2029	MM67881
38	07.11.2016 Edged brown	Site of a runway extension, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM72383
	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.			
39	10.02.2017	Rooms MTS27-40, Second Floor, Terminal Building (North)	17.06.2016 Beginning on and including 15/05/2015 and ending on and including 14/05/2021	
40	30.03.2017 Edged and numbered 61 in blue (part of)	Rooms MTG 537 and MTG 537/1, Ground Floor, Terminal Building (North)	16.02.2017 A term of years beginning on and including 16.02.2017 and ending on and including 31.03.2024	WM642629
41	30.03.2017 edged and	MTS4 and MTS5, Second Floor, North Terminal	09.02.2017 From 9.2.2017	MM85327

Schedule of notices of leases continued

	Registration date and plan ref. numbered 61 in blue (part of)	Property description	Date of lease and term ending on and including 31.3.2024	Lessee's title
42	30.03.2017 edged and numbered 62 in blue (part of)	MIG11 and MIF19, (ground and first floor, International Pier)	30.03.2017 Term of years beginning on and including 10.3.2017 and ending on and including 31.3.2024	MM855328
43	30.03.2017 edged and numbered 63 in blue (part of)	MBF6, MBF7, MBF8 and MBF9 Merlin Building (first floor)	28.03.2017 Term of years beginning on and including 28.3.2017 and ending on and including 31.3.2024	MM85330
44	12.04.2017 Edged and numbered 64 in blue (NSE)	Land lying to the south-east side of Concorde Road	21.03.2017 From and including 21.03.2017 to and including 25.03.2145	MM85957
NOTE: The airspace 137 metres above mean sea level is excluded from the title.				
45	15.01.2018 edged and numbered 36 in blue (part of)	ETG107 Ground Floor (Apron Level), Terminal Building South	21.12.2017 6 months beginning on and including 01/05/2018	MM99252
NOTE: This is a reversionary lease.				
46	13.06.2018	Rooms MBG1, MBG2, MBG3, MBG4, MBG5A and MBG5B	11.05.2018 Beginning on and including 11 May 2018 and ending on and including 10 May 2024	
NOTE: The lease comprises also other land				
47	30.08.2018	MIG21, MIG50 (Apron Level) and MIF21 (Arrivals Level)	07.08.2018 Beginning on and including 7 August 2018 ending on and including 30 July 2021	
48	16.04.2019	MTS42, Second Floor, Terminal Building North.	05.04.2019 from and including 5 April 2019 to and including 31 March 2024	
49	24.04.2019 edged and numbered 62 in blue (part of)	MIG10, Ground Floor, International Pier	18.04.2019 from and including 18.4.2019 and ending on and including 31.3.2024	

Schedule of notices of leases continued

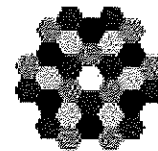
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
50	22.01.2020 Edged and numbered 61 in blue (part of)	Rooms MTS21-28, Second Floor, Terminal Building North	21.08.2019 Beginning on and including 1.2.2017 and ending on and including 21.8.2023	
51	01.04.2020 Edged and numbered 42 in blue (part of)	Room DH125, first floor, Diamond House	21.01.2020 Beginning on and including 21.1.2020 and ending on and including 20.1.2026	
52	30.06.2021 Edged and numbered 49 in blue (Part of)	CIP Lounge, International Pier (Arrivals Level)	26.03.2021 8 years and 6 months from and including 3 November 2018 expiring on 2 May 2027	MM156068
53	23.08.2021 36 in blue (part of)	Rooms ETG40, 40/1, 41, 42, 43, 45 & 151, Apron Level	06.08.2021 6 years from and including 6.8.2021	
	NOTE: See entry in the Charges Register relating to the rights granted by this lease.			
54	23.09.2021 Edged and Numbered 42 in blue (part of)	Office Accommodation, Second Floor, Diamond House	06.08.2021 Beginning on and including 6 August 2021 and ending on and including 5 August 2027	
55	05.11.2021 36 (part of)	Rooms 33/1 and 33/2 Arrivals Level, Terminal South	03.11.2021 a term of years from and including 23 February 2019 to and including 22 February 2025.	
56	05.11.2021 36 (part of)	Room ETG149, South Baggage Make Up Area, Apron Level, Terminal South	03.11.2021 a term of years from and including 23 February 2019 to and including 22 February 2025.	
57	05.11.2021 61 (part of)	Offices and Queen's Warehouse (Rooms MTG81-83) Ground Floor terminal North	03.11.2021 a term of years from and including 23 February 2019 to and including 22 February 2025.	
58	25.04.2022 Edged and numbered 66 in blue	land at Units 1 and 2, The Gateway	03.03.2022 Beginning on and including 29 September	

Title number WM642629

Schedule of notices of leases continued

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
		2021 ending on and including 28 September 2027	

End of register



Official copy of register of title

Title number WM543119

Edition date 09.02.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:03.
- 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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST MIDLANDS : SOLIHULL

- 1 (07.11.1991) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Airport Way, Birmingham International Airport, Birmingham and so much of the airspace thereover as lies below the base of the hotel and roadway (B26 3QL).
- 2 (07.11.1991) 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."
- 3 (07.11.1991) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 5 September 1991
Term : 125 years (less 3 days) from 9 December 1988
Rent : A peppercorn
Parties : (1) Accor (UK) Limited
(2) Birmingham International Airport Plc
- 4 (07.11.1991) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 5 (07.11.1991) The landlord's title is registered.
- 6 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.
- 7 (09.02.2016) 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 absolute

- 1 (07.11.1991) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Birmingham International Airport, Birmingham B26 3QL.

C: Charges Register

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

- 1 (07.11.1991) The land is subject to the following rights reserved by a Conveyance of the freehold estate in the land in this title and other land 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

(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."

- 2 (24.07.2006) A Licence dated 11 July 2006 made between (1) Accor UK Business & Leisure Hotels Limited (Landlord) (2) Birmingham International Airport Limited (Tenant) (3) Accor UK Economy Hotels Limited (Undertenant) and (4) Accor SA (Undertenant's Guarantor) relates to permitted underletting, alterations pursuant to a Development Agreement and change of use.

NOTE: Copy filed under WM454615.

- 3 (04.08.2006) UNILATERAL NOTICE affecting the most easterly parcel of land in this title in respect of an Agreement for the Development and Lease dated 11 July 2006 made between (1) Birmingham International Airport Limited and (2) Accor UK Economy Hotels Limited (3) Accor SA.

Title number WM543119

C: Charges Register continued

- 4 (04.08.2006) BENEFICIARY: Accor U.K Economy Hotels Limited (Co. Regn. No01244907 of 1 Shortlands, Hammersmith, London W6 8DR.
- 5 (09.02.2016) 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.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	09.02.2016 Tinted blue	Ibis Hotel	24.12.2015 30 years from 19.9.2008	MM65464

NOTE 1: The lease also includes other land

NOTE 2: The lease contains an option to renew on the terms therein mentioned.

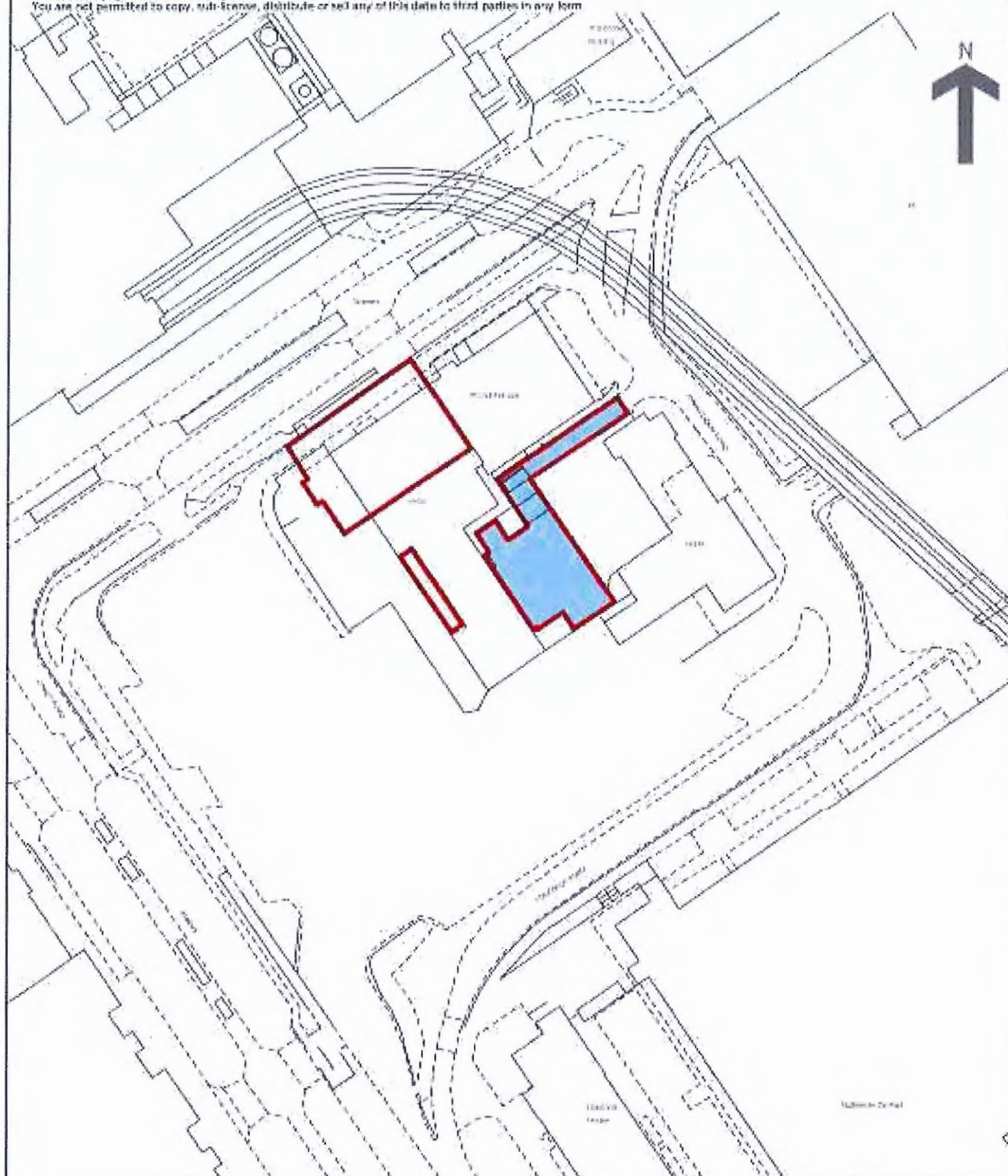
End of register

HM Land Registry
Official copy of
title plan

Title number **WM543119**
Ordnance Survey map reference **SP1883NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Midlands :**
Solihull



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**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

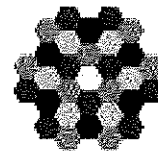
and

- (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

SSW2

This is the exhibit marked "SSW2" referred to in the witness statement of Stuart Sherbrooke Wortley.



Official copy of register of title

Title number CH384543

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 13:31:40.
- 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 29 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, Birkenhead Office.

A: Property Register

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

HALTON

- 1 (13.05.1983) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Deyesbrook, Bailey's Lane, Hale Village, Liverpool (L24 5RQ).
- 2 The land has the benefit of a right of way over the roadway leading into Bailey's Lane.
- 3 The Conveyance dated 19 August 1942 referred to in the Charges Register contains the following provision:-

"IT IS Hereby agreed and declared that nothing herein contained shall be deemed to impose any restrictions as to the manner in which the Vendors or the persons deriving title under them may deal with or dispose of any adjoining or neighbouring land now belonging to the Vendors or be deemed to create a building scheme"
- 4 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.
- 5 (22.07.2010) The transfer dated 21 June 2010 referred to in the Charges Register contains a provision as to light or air.

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

B: Proprietorship Register continued

- 1 (11.10.2006) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 02116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (11.10.2006) The price stated to have been paid on 25 July 2006 was £360,000.
- 3 (11.11.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (20.04.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 March 2023 in favour of National Westminster Bank Plc referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 A Conveyance of the land in this title dated 19 August 1942 made between (1) Gilbert Ireland Ireland Blackburne and others (Vendors) and (2) John Kerr (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by the Conveyance dated 19 August 1942 referred to above:-

"EXCEPT and reserving out of this conveyance unto the Vendors their lessees tenants and other persons authorised by them the following rights and easements:-

(a) The right to pass and repass at all times for all purposes and with or without horses or other animals carts carriages or other vehicles over and along such portions of the land hereby conveyed as are intended to form one half in width of the said intended road on the northerly side of the said land as shown on the said plan

(b) The right at all times hereafter to enter upon such portions of the said intended road as are included in the premises hereby conveyed and to make lay and connect sewers drains watercourses gas mains water mains and conductors of electricity therein and thereunder but the persons who shall exercise the said right shall restore the surface of the premises hereby conveyed as nearly as possible to its former condition whenever the same shall have been taken up or otherwise disturbed by them in the exercise of the right hereby reserved

(c) The right of free passage and running of water and soil from the adjoining and neighbouring land now belonging to the Vendors and the buildings now or hereafter to be erected thereon through the gutters pipes sewers drains and watercourses now or hereafter to be in upon or under the land hereby conveyed without making compensation in respect thereof to the Purchaser and also the right to make and maintain connections with such gutters pipes sewers drains and watercourses or any of them but the persons who shall exercise the right lastly hereinbefore contained shall restore the surface of the premises hereby conveyed as nearly as possible to its former condition whenever the same shall have been taken up or otherwise disturbed by them in the exercise of the last mentioned right"
- 3 The land is subject to the rights granted by a Deed of Grant dated 12 July 1967 made between (1) John Kerr and (2) Liverpool Corporation.

NOTE: Copy duplicate filed original filed under MS181945.

C: Charges Register continued

- 4 (22.07.2010) The land is subject to the rights reserved by a transfer dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Transferor) and (2) Liverpool Airport Limited (Transferee).
- NOTE: Copy filed under CH596568.*
- 5 (11.11.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.
- 6 (11.11.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, The Trafford Centre, Manchester, M17 8PL.
- 7 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.
- NOTE: Charge reference CH384540.*
- 8 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 9 (20.04.2023) The proprietor of the Charge dated 30 March 2023 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of restrictive covenants

- 1 (24.02.2010) The following are details of the covenants contained in the Conveyance dated 19 August 1942 referred to in the Charges Register:-
- "FOR the benefit of the other land and property in Hale aforesaid now belonging to the Vendors the Purchaser (with intent to bind all persons in whom the said plot of land hereby conveyed shall for the time being be vested but so as not to be personally liable for the breach of any restrictive covenant after he shall have ceased to hold the said land and parted with all interest therein) hereby covenants with the Vendors:-
- (a) Not to erect or build or permit to be erected or built upon the plot of land hereby conveyed or any part thereof at any time hereafter any building or erection other than one dwellinghouse with all necessary outbuildings thereto and that every such dwellinghouse shall be built of brick or stone or both and be covered with slates or tiles and that the clear annual value over and above all outgoings of each such dwellinghouse when completed and buildings and land belonging thereto shall not be less than twenty pounds
- (b) Not to erect or build or permit to be erected or built upon the plot of land hereby conveyed or any part thereof at any time hereafter any building or erection whatsoever without having first submitted the plans elevations sections and specifications thereof and obtained the approval in writing of the Vendors or their surveyors and not at any time hereafter to make or allow to be made any alterations in the external elevations of any buildings without the previous consent in writing of the Vendors or their surveyor
- (c) Not at any time hereafter to front more than any such dwellinghouse which may be erected on the land hereby conveyed otherwise than to the intended road on the northerly side thereof and that no buildings which may for the time being be erected on the said land hereby conveyed shall extend nearer to the northerly boundary thereof than twenty five feet as shown by the line marked 'Building line' on the said plan
- (d) Not at any time hereafter to permit any dwellinghouse or building that may hereafter be erected on the land hereby conveyed to become ruinous or decayed or to be otherwise than in good tenantable repair order and condition
- (e) Not at any time hereafter without the previous consent in writing of the Vendors to exercise or carry on or permit or suffer in or upon

Schedule of restrictive covenants continued

the land hereby conveyed or any buildings hereafter to be erected thereon any manufactory trade business occupation or employment other than the practice of medicine surgery or dentistry but at all times hereafter to use or suffer to be used the same premises and the buildings for the time being thereon as a private residence or as a combined residence and surgery for the practice of medicine surgery or dentistry and for no other purpose whatsoever and not to do or permit to be done on the said land or in the said buildings anything whatsoever which may be a nuisance or offensive or injurious to the Vendors or the adjoining or adjacent owners or occupiers

(f) That no windows doors or openings which shall be made or put in the buildings erected on the land hereby conveyed shall acquire any rights to the access of light or air over the adjoining land of the Vendors on the westerly side of the plot of land hereby conveyed

(g) At all times hereafter to leave open and unbuilt upon such portions of the land hereby conveyed as are shown on the plan drawn hereof as forming one half in width of the intended road on the northerly side of the land hereby conveyed

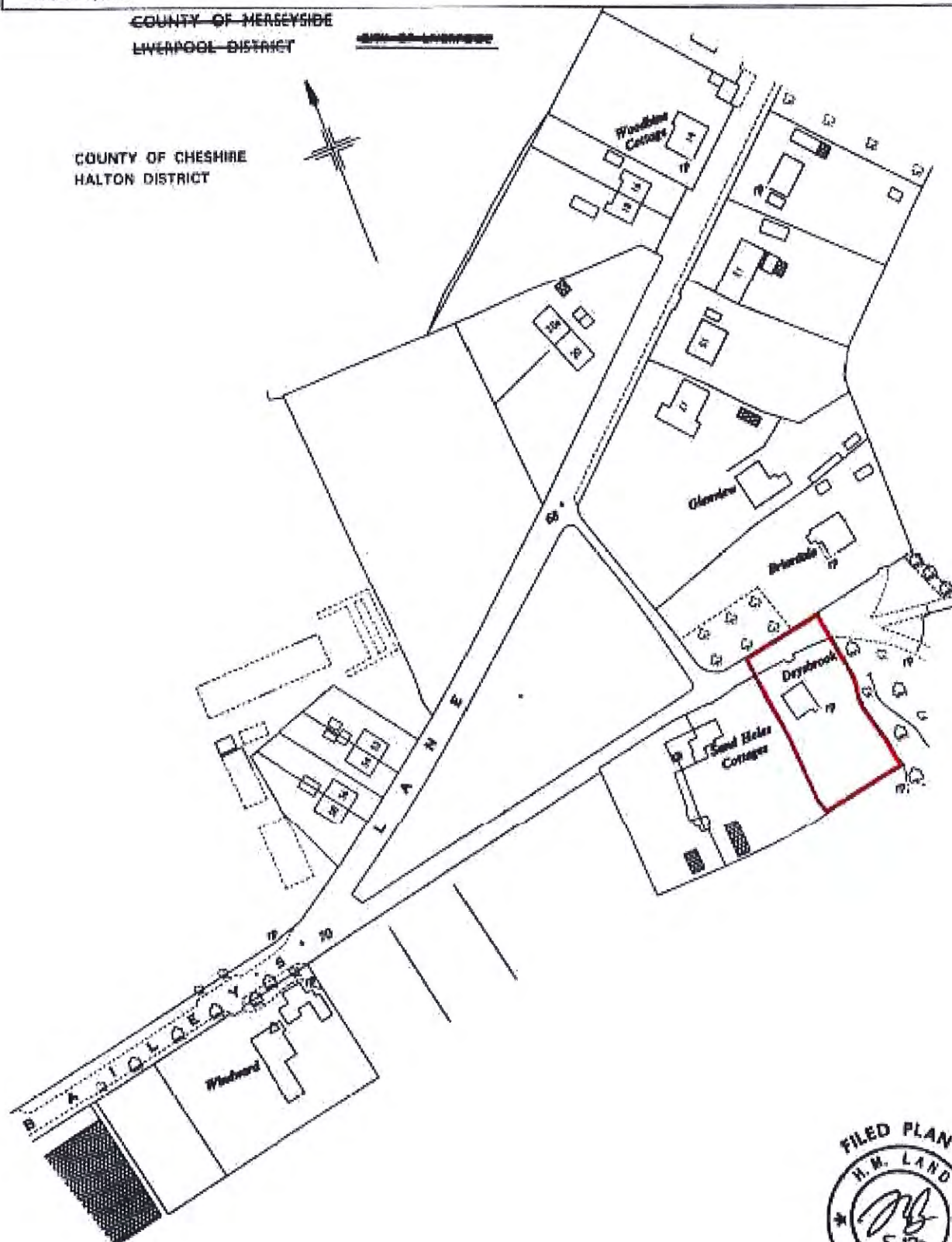
(h) When thereunto required by and to the satisfaction of the Vendors and at the expense of the Purchaser well and sufficiently and to make form flag and pave or gravel the said space of land left open and unbuilt upon as aforesaid and to keep the same in good repair until the said road shall be adopted by the local authority

(i) When thereunto required by and to the satisfaction of the Vendors to bear one half of the cost of making and keeping in repair all such mains sewers culverts grates sluices gutters and drains as shall hereafter be made in upon or under the said intended road so far as the same is co-extensive with the land hereby conveyed".

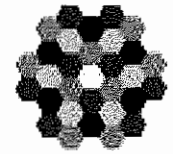
NOTE:- Copy plan filed under MS181945.

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		MS 181945	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	LANCASHIRE		SJ 4582
			SECTION
			D
Scale: 1/1250		© Crown Copyright 1968.	



TITLE No. CH384543



Official copy of register of title

Title number CH384582

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:54.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 29 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, Birkenhead Office.

A: Property Register

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

HALTON

- 1 (29.11.1977) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Riverside Cottage, Baileys Lane, Hale Village, Liverpool (L24 5RG).
- 2 The filed plan has been amended to include a reduced extent to accord with that edged red on the plan to a Deed dated 18 May 1983.
- 3 (10.08.2010) The Transfer dated 21 June 2010 referred to in the Charges Register contains provisions as to rights of light and air and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 4 (10.08.2010) The land has the benefit for a term of 999 years from 3 April 2000 of the rights granted by a deed of easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

Note 1: The roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.

-Note: Copy filed under MS511046.

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 (10.08.2010) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (10.08.2010) The price stated to have been paid on 21 June 2010 for the land in this title and other property was £654,500.

B: Proprietorship Register continued

- 3 (10.08.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (20.07.2012) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 completed by registration without a certificate signed by the proprietor for the time being of the estates registered under title numbers CH596568, CH384582 and CH418034 or their conveyancer that the provisions of clause 12.6.1 (c) of a Transfer dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to that disposition.
- 5 (20.04.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 March 2023 in favour of National Westminster Bank Plc referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (10.08.2010) The land is subject to the rights reserved by a Transfer of the land in this title and other land dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Transferor) and (2) Liverpool Airports Limited (Transferee).
NOTE: Copy filed under CH596568.
- 2 (10.08.2010) UNILATERAL NOTICE in respect of a Co-operation agreement dated 21 June 2010
.
- 3 (10.08.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, The Trafford Centre, Manchester, M17 8PL
.
- 4 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.
NOTE: Charge reference CH384540.
- 5 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 6 (20.04.2023) The proprietor of the Charge dated 30 March 2023 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

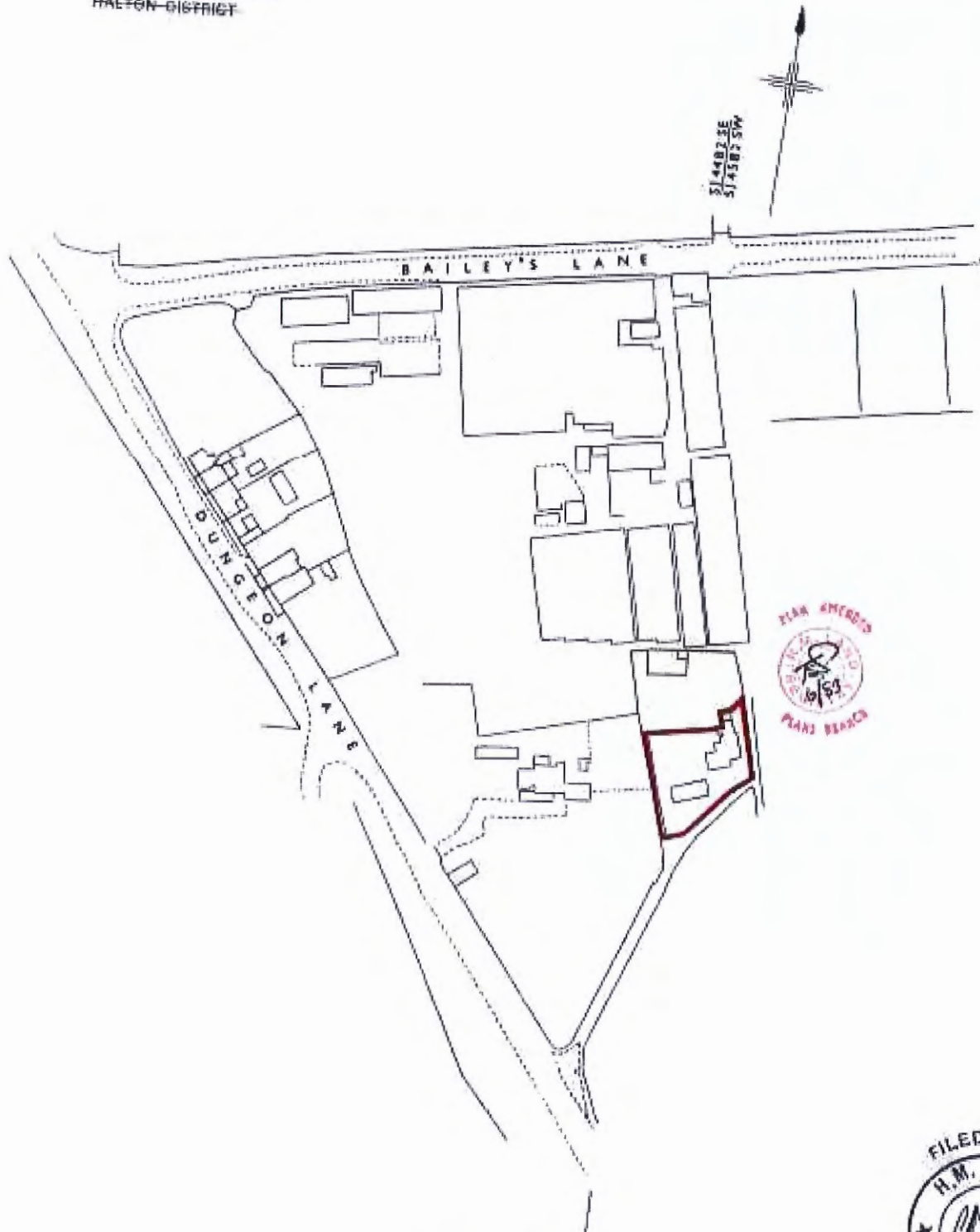
H.M. LAND REGISTRY		TITLE NUMBER	
		MS 63576	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	LANCASHIRE		SJ 4482
			SECTION
			K
Scale: 1/1250		© Crown Copyright 1968.	

~~COUNTY OF MERSEYSIDE~~
~~LIVERPOOL DISTRICT~~

~~CITY OF LIVERPOOL~~

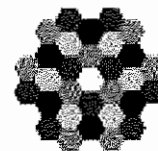
ADMINISTRATIVE AREA HALTON

~~COUNTY OF CHESHIRE~~
~~HALTON DISTRICT~~



TITLE No. CH384582





Official copy of register of title

Title number CH418034

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:54.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 29 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, Birkenhead Office.

A: Property Register

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

HALTON

- 1 (22.10.1997) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being The Dove & Olive Branch, Hale Road, Hale Village, Liverpool (L24 5RA).
- 2 (22.10.1997) The Deed of Exchange dated 4 April 1939 referred to in the Charges Register contains the following provision:-

"PROVIDED always that the Conveyance hereby effected shall not operate to grant by way of implication or otherwise any right or easement as to light air or otherwise over or in respect of any adjoining land or in the vicinity thereof retained by or belonging to the Corporation.
PROVIDED also and it is hereby agreed and declared that the Company shall not be entitled to any right of light or air to the buildings which shall be erected upon the said piece of land hereby conveyed and coloured blue on the said plan and so that any right from time to time in fact enjoyed by the Company its lessees and successors in title shall be deemed to be enjoyed by the express (but revocable) consent of the Corporation"
- 3 (10.08.2010) The Transfer dated 21 June 2010 referred to in the Charges Register contains provisions as to rights of light and air and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 4 (10.08.2010) The land has the benefit for a term of 999 years from 3 April 2000 of the rights granted by a deed of easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

Note 1: The roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.

Note: Copy filed under MS511046.
- 5 (08.02.2017) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

Title number CH418034

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 (10.08.2010) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (10.08.2010) The price stated to have been paid on 21 June 2010 for the land in this title and other property was £654,500.
- 3 (10.08.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (20.07.2012) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 completed by registration without a certificate signed by the proprietor for the time being of the estate registered under title numbers CH596568, CH384582 and CH418034 or their conveyancer that the provisions of clause 12.6.1(c) of a Transfer dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to that disposition.
- 5 (20.04.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 March 2023 in favour of National Westminster Bank Plc referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (22.10.1997) The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 3 December 1937 made between (1) Gilbert Ireland Ireland Blackburne and others (Vendors) (2) Thomas Place (3) Roger Fleetwood Hesketh (Purchaser) and (4) Liverpool Corporation:-

EXCEPTING AND RESERVING unto the Vendors as legal rights and easements in common with the Corporation their successors in title and tenants all such rights easements quasi easements and privileges whether relative to the supply of water gas and electricity the drainage of buildings and lands the access of light and air the support of and access to buildings or otherwise as had hitherto been exercised and enjoyed by the occupiers of the adjoining or adjacent premises of the Vendors (including therein any premises of which the Vendors were the owners of the freehold reversion) while such premises had with the premises thereby conveyed been in the common ownership of the Vendors.

- 2 (22.10.1997) The land is subject to the following rights reserved by a Deed of Exchange dated 14 April 1939 made between (1) Liverpool Corporation and (2) Greenhall Whitley and Company Limited:-

"EXCEPT AND RESERVING unto the Corporation the free passage and running of water and soil from any other buildings and land belonging to the Corporation adjoining or near to the said piece of land hereby assured and coloured blue on the said plan in and through the sewers and drains made or to be made upon in or under the said piece of land but so that

C: Charges Register continued

no unnecessary damage shall be done to the same the Corporation restoring the surface of the soil at its own cost and making compensation to the owners or occupiers for the time being thereof for any damage done and Also except and reserving unto the Corporation the full and free right to erect or raise buildings to any height it may require or think fit on the South side of the said piece of land and on the East side of Ashtons Lane, Hale aforesaid".

NOTE: The land in this title comprises the whole of the land coloured blue referred to.

- 3 (10.08.2010) The land is subject to the rights reserved by a Transfer of the land in this title and other land dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Transferor) and (2) Liverpool Airports Limited (Transferee).

NOTE: Copy filed under CH596568.

- 4 (10.08.2010) UNILATERAL NOTICE in respect of Clause 11 of a Co-operation Agreement dated 21 June 2010.
- 5 (10.08.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, The Trafford Centre, Manchester, M17 8PL.
- 6 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

NOTE: Charge reference CH384540.

- 7 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 8 (20.04.2023) The proprietor of the Charge dated 30 March 2023 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

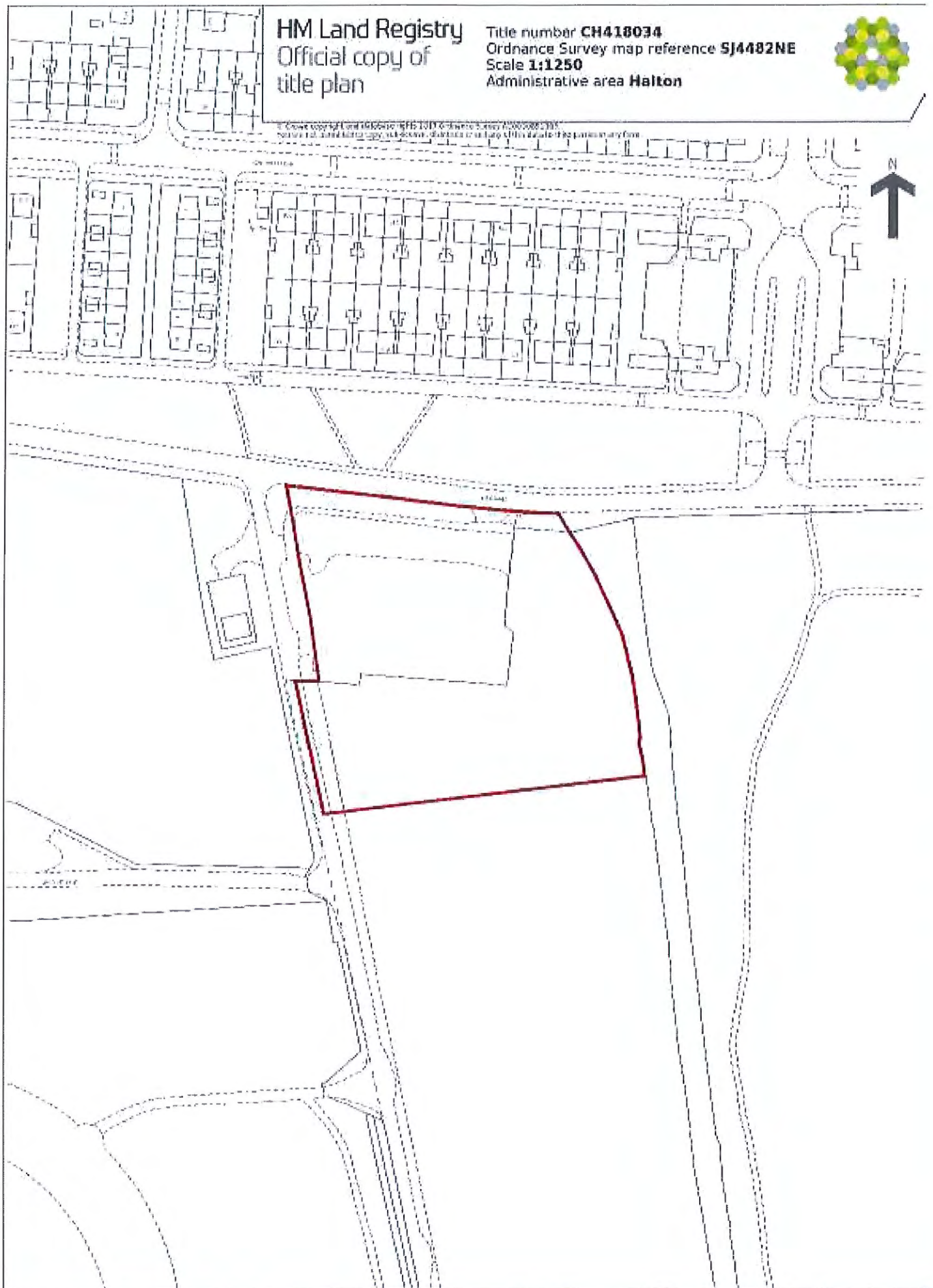
End of register

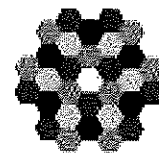
HM Land Registry
Official copy of
title plan

Title number **CH418034**
Ordnance Survey map reference **SJ4482NE**
Scale **1:1250**
Administrative area **Halton**



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This is not a final title plan copy, not a final title plan, and should not be used for any purpose other than to identify the land.





Official copy of register of title

Title number CH577106

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:54.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 29 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, Birkenhead Office.

A: Property Register

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

HALTON

- 1 (24.07.2008) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land at Overton House, Bailey's Lane, Hale Village, Liverpool (L24 5RG).
- 2 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "x" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 3 (22.07.2010) The transfer dated 21 June 2010 referred to in the Charges Register contains a provision as to light or air.

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 (24.07.2008) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (24.07.2008) The price stated to have been paid on 1 July 2008 was £45,000.
- 3 (11.11.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 proprietor for the time being of the estate

B: Proprietorship Register continued

registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.

- 4 (20.04.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 March 2023 in favour of National Westminster Bank Plc referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (22.07.2010) The land is subject to the rights reserved by a transfer dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Transferor) and (2) Liverpool Airport Limited (Transferee).

NOTE: Copy filed under CH596568.

- 2 (11.11.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.

- 3 (11.11.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, The Trafford Centre, Manchester, M17 8PL.

- 4 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

NOTE: Charge reference CH384540.

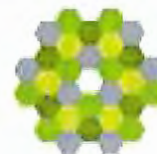
- 5 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.

- 6 (20.04.2023) The proprietor of the Charge dated 30 March 2023 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

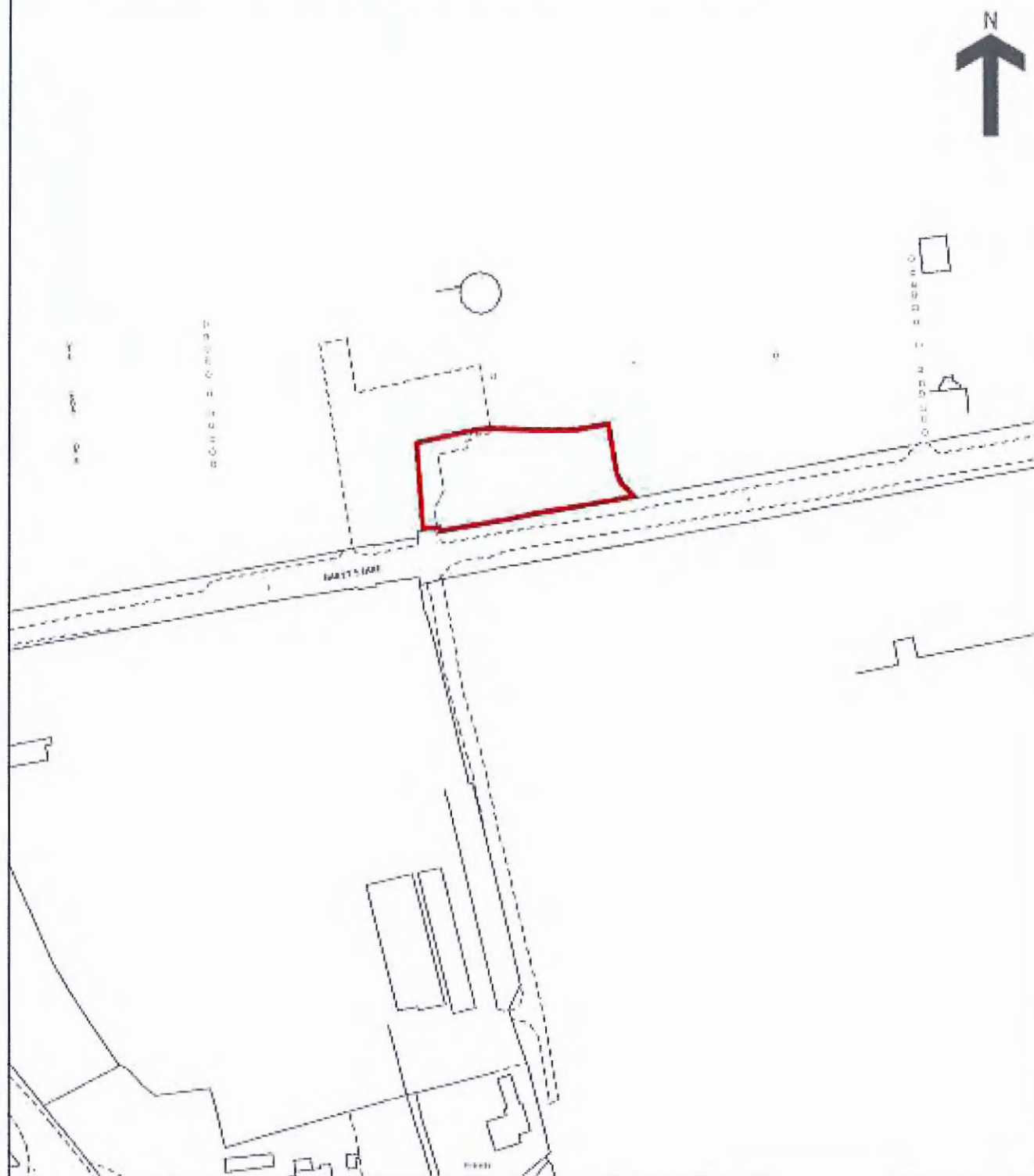
End of register

HM Land Registry
Official copy of
title plan

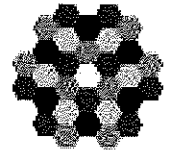
Title number **CH577106**
Ordnance Survey map reference **SJ4582SW**
Scale **1:1250**
Administrative area **Halton**



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This official copy is incomplete without the preceding notes page.



Official copy of register of title

Title number CH577117

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:55.
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- Issued on 29 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, Birkenhead Office.

A: Property Register

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

HALTON

- 1 (24.07.2008) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 58 Baileys Lane, Hale Village, Liverpool (L24 5RG).
- 2 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 3 (22.07.2010) The transfer dated 21 June 2010 referred to in the Charges Register contains a provision as to light or air.

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 (24.07.2008) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (24.07.2008) The price stated to have been paid on 1 July 2008 was £125,000.
- 3 (11.11.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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

B: Proprietorship Register continued

certificate signed by the proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.

- 4 (20.04.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 March 2023 in favour of National Westminster Bank Plc referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (22.07.2010) The land is subject to the rights reserved by a transfer dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Transferor) and (2) Liverpool Airport Limited (Transferee).

NOTE: Copy filed under CH596568.

- 2 (11.11.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.

- 3 (11.11.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, The Trafford Centre, Manchester, M17 8PL.

- 4 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

NOTE: Charge reference CH384540.

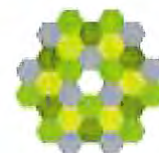
- 5 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.

- 6 (20.04.2023) The proprietor of the Charge dated 30 March 2023 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

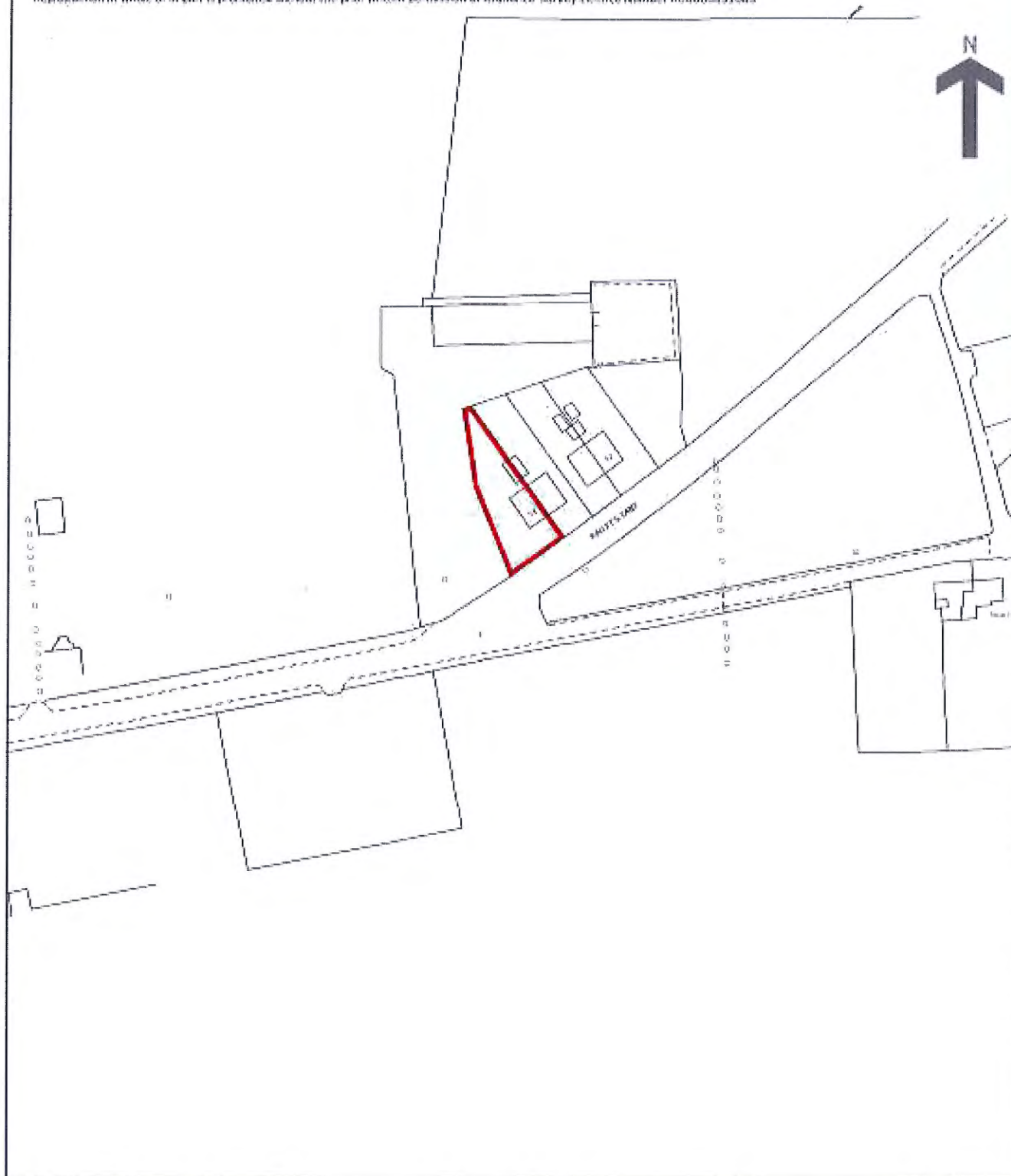
End of register

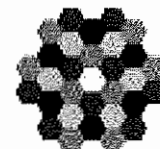
HM Land Registry
Official copy of
title plan

Title number **CH577117**
Ordnance Survey map reference **SJ4582SW**
Scale **1:1250**
Administrative area **Halton**



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Official copy of register of title

Title number MS294425

Edition date 20.04.2023

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- Issued on 29 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, Birkenhead Office.

A: Property Register

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

MERSEYSIDE : LIVERPOOL

- 1 (12.10.1989) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land and buildings lying to the South of Dunlop Road, Speke.
- 2 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 3 (22.07.2010) The land has the benefit of the rights granted by a deed of easement dated 21 June 2010 made between (1) Peel Investments (North) Limited and (2) Liverpool Airport Limited.

Note 1: The rights granted by the deed are in part granted over land demised by a registered lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said lease.

Note 3: Copy filed under MS431117.

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 (12.10.1989) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, Trafford City, Manchester M41 7HA.
- 2 (22.07.2010) RESTRICTION: No disposition of the registered estate

B: Proprietorship Register continued

(other than a charge or a lease for a term of 25 years or less without a premium) 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 proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.

- 3 (20.04.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 March 2023 in favour of National Westminster Bank Plc referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (22.07.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.
- 2 (22.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited (Co.Regn.No 23859990 of Peel Dome, The Trafford Centre, Manchester M17 8PL.
- 3 (25.01.2018) UNILATERAL NOTICE in respect of easements granted in a lease dated 25 January 2018 made between (1) Liverpool Airport Limited and (2) Blue Air Airline Management Solutions SRL for a term of 5 years from 25 January 2018 and ending on 24 January 2023.

NOTE: Copy filed.

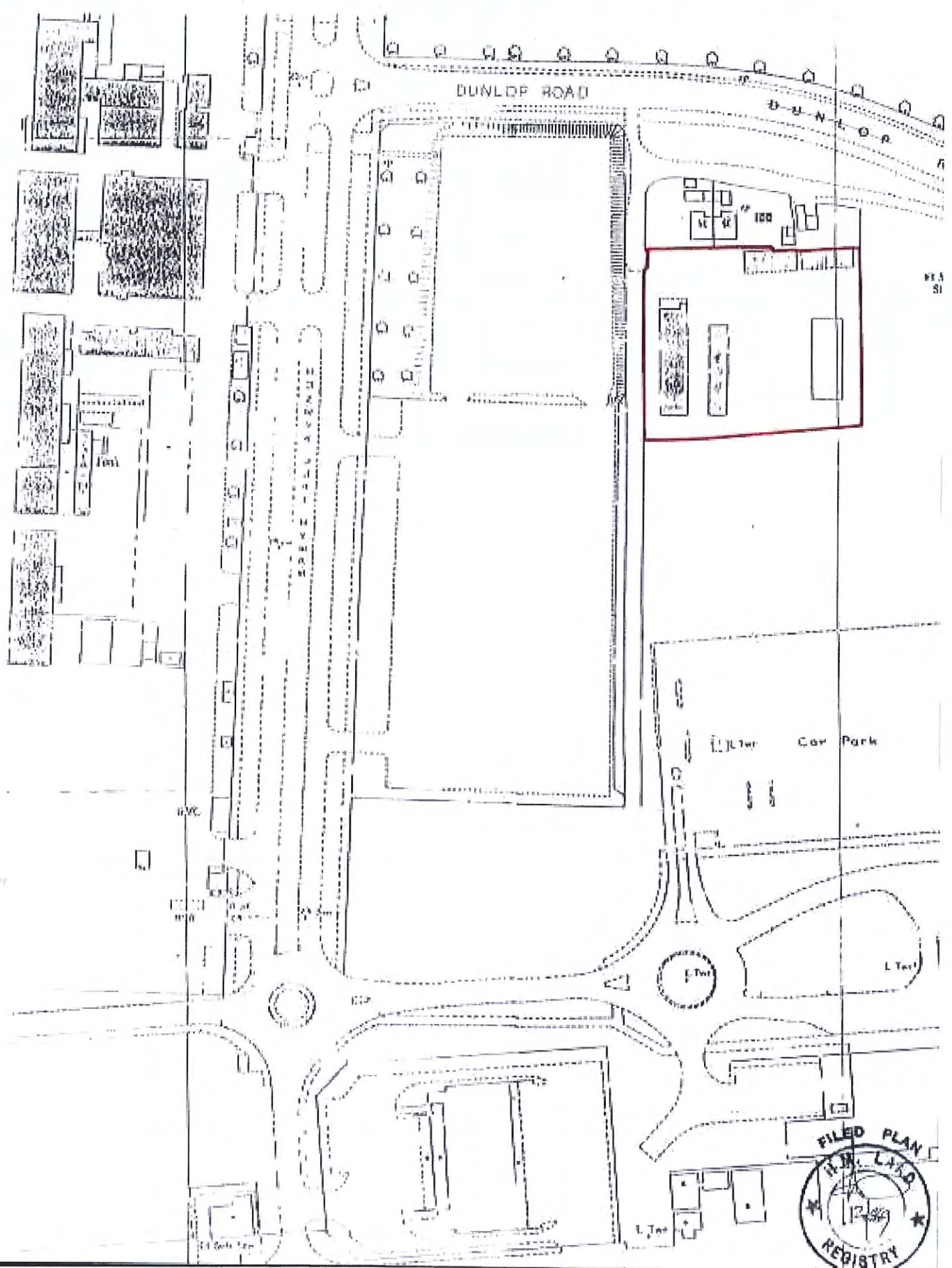
- 4 (25.01.2018) BENEFICIARY: Blue Air Airline Management Solutions SRL (incorporated in Romania) care of Hill Dickinson LLP, The Broadgate Tower, 20 Primrose Street, London EC2A 2EW.
- 5 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

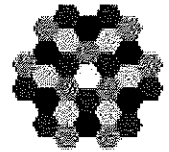
NOTE: Charge reference CH384540.

- 6 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 7 (20.04.2023) The proprietor of the Charge dated 30 March 2023 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		MS294425	
ORDNANCE SURVEY PLAN REFERENCE	SJ4282A	SECTION	Scale 1/2500
COUNTY MERSEYSIDE		DISTRICT LIVERPOOL	
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Official copy of register of title

Title number MS297001

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:57.
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- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 29 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, Birkenhead Office.

A: Property Register

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

MERSEYSIDE : LIVERPOOL

- 1 (08.07.1987) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the East Side of Speke Hall Avenue, Speke.
- 2 The land has the benefit of the following rights granted by a Transfer of the land in this title and other land dated 3 February 1988 made between (1) Liverpool City Council and (2) English Industrial Estates Corporation:-

"TOGETHER with the right to the free and uninterrupted passage and running of surface water from the property hereby transferred through the adjoining property retained by the transferor and any media which now or which may within the period of eighty years from the date hereof be laid therein for such purposes."
- 3 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land in this title and other land dated 3 February 1988 made between (1) The English Industrial Estates Corporation and (2) Baltic Developments PLC:-

"Together with the right to the free and uninterrupted passage and running of surface water from the property hereby transferred through the adjoining property retained by the Transferor and any media which are now laid therein for the purposes of such drainage

There is excepted and reserved to the Transferor the free and uninterrupted passage and running of surface water from the adjoining property of the Transferee through the property hereby transferred and any media which are now laid therein for such purposes

The above property is also transferred together with the benefit (in so far as the Transferor can grant the same) of the right to the passage of electricity and telecommunications services as now enjoyed from and to the property hereby transferred through and along the wires cables and other conduits as may be appropriate to conduct the same together with the right upon reasonable prior written notice (except in emergency) to enter upon the said adjoining property retained by the Transferor for the cleansing inspection maintenance repair and

A: Property Register continued

replacement thereof subject to the Transferee making good any damage caused thereby to the reasonable satisfaction of the Transferor provided always that such rights shall forthwith terminate upon alternative services becoming available to the Transferee which the Transferee shall use its reasonable endeavours procure as soon as reasonable practicable."

- 4 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land to the north of the letter "X" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 5 (22.07.2010) The land has the benefit of the rights granted by a deed of easement dated 21 June 2010 made between (1) Peel Airports (North) Limited and (2) Liverpool Airport Limited.

Note 1: The rights granted by the deed are in part granted over land demised by a registered lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said lease.

Note 3: Copy filed under MS431117.

B: Proprietorship Register

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

Title absolute

- 1 (27.03.1991) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (22.07.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 3 (20.04.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 March 2023 in favour of National Westminster Bank Plc referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (22.07.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.
- 2 (22.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited (Co.Regn.No. 2385999) of Peel Dome, The Trafford Centre, Manchester M17 8PL.
- 3 (25.01.2018) UNILATERAL NOTICE in respect of easements granted in a

Title number MS297001

C: Charges Register continued

lease dated 25 January 2018 made between (1) Liverpool Airport Limited and (2) Blue Air Airline Management Solutions SRL for a term of 5 years from 25 January 2018 and ending on 24 January 2023.

NOTE: Copy filed under MS294425.

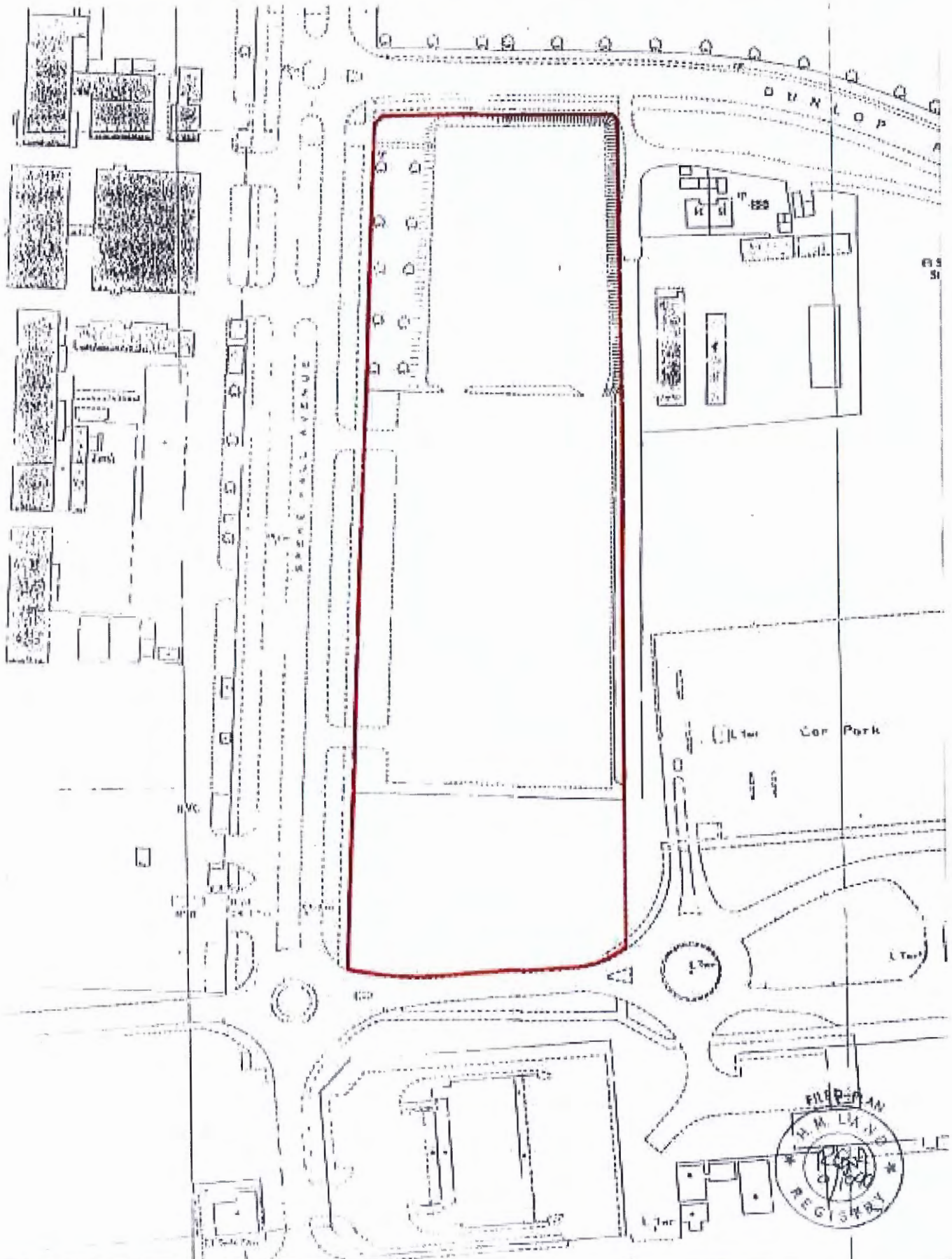
- 4 (25.01.2018) BENEFICIARY: Blue Air Airline Management Solutions SRL (incorporated in Romania) care of Hill Dickinson LLP, The Broadgate Tower, 20 Primrose Street, London EC2A 2EW.
- 5 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

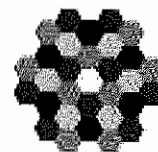
NOTE: Charge reference CH384540.

- 6 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 7 (20.04.2023) The proprietor of the Charge dated 30 March 2023 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		MS 297001	
ORDNANCE SURVEY PLAN REFERENCE	SJ4282A	SECTION	Scale 1/2500
COUNTY MERSEYSIDE	DISTRICT LIVERPOOL		© Crown copyright





Official copy of register of title

Title number MS307564

Edition date 20.04.2023

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- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 29 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, Birkenhead Office.

A: Property Register

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

MERSEYSIDE : LIVERPOOL

- 1 (02.08.1990) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Liverpool John Lennon Airport, Speke Hall Avenue, Liverpool (L24 1YD).
- 2 (02.08.1990) The land has the benefit of the following rights granted by the Transfer dated 31 May 1990 referred to in the Charges Register:-

"Together with the right to maintain and replace lights and lighting gantries to serve or for the benefit of the land hereby transferred on the adjoining or neighbouring land of the Transferor ("the retained land") together with all necessary rights of access thereto over the retained land and to the rights to lay maintain and replace all cables ducts and other services serving the same and of the passage and running of electricity through the same to the said lights."

- 3 (13.05.1992) The land has the benefit of the rights granted by a Deed of Grant dated 23 May 1991 made between (1) Derek Ernest Humphries and Susan Humphries and (2) Liverpool Airport PLC.

NOTE: Copy filed.

- 4 (22.07.1999) 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.
- 5 (22.07.1999) The land in this title has the benefit of the following rights reserved by a Transfer of the land edged and numbered MS417632 in green on the filed plan dated 12 January 1998 made between (1) Liverpool Airport PLC and (2) North West Water Limited:-

"The Property is transferred subject to the exceptions and reservations set out in the Schedule

THE SCHEDULE

Exceptions and Reservations

1. The free and uninterrupted passage and running of water soil gas telephone electricity and other services to and from all parts of the Retained Land through any pipes wires cables or other conduits and

A: Property Register continued

conducting media which are now or may hereafter during the period of 80 years from the date hereof (the "Perpetuity Period") be in or under or over the Property

2. The right for the Transferor its successors in title the owners and occupiers for the time being of the Retained Land or any part thereof in favour of the Retained Land and any part thereof upon reasonable previous notice being given to enter upon the Property with or without workmen materials and specialist services for the purposes of repairing maintaining renewing relaying or removing any pipes wires cables conduits and other conducting media which are now or may hereafter during the Perpetuity Period be in on under or over the Property the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

3. The right for the Transferor its successors in title the owners and occupiers for the time being of the Retained Land and any part thereof at any time hereafter to erect and maintain on any part of the Retained Land any buildings or other erections of such height or extent as the Transferor may think fit notwithstanding that access of light and air over the Property to any window or other opening in any buildings erected thereon may by such building or erection so erected be wholly or partially obstructed prejudiced reduced or interfered with (it being the intent and meaning of the parties hereto that such access of light and air however long and under whatever circumstances the same may have been enjoyed shall be deemed to have been enjoyed by the temporary and revocable licence only of the Transferor or its predecessor in title and not by virtue of any grant or prescription)

4. The right for the Transferor its successors in title the owners and occupiers for the time being of the Retained Land or any part thereof in so far only as it is necessary to do so to enter upon so much of the Property as may be necessary for the purpose of constructing decorating maintaining and repairing any walls or buildings erected or to be erected during the Perpetuity Period on the Retained Land (the person or persons so entering doing as little damage as reasonably practicable and making good any damage caused to the Property)"

6 (08.03.2004) The land tinted pink on the title plan has been added to the title.

7 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land to the north west of the letter "X" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

8 (20.07.2010) The land has the benefit of the rights granted by a deed of easement dated 21 June 2010 made between Peel Investments (North) Limited and (2) Liverpool Airport Limited.

NOTE 1: The rights granted by the deed are in part granted over land demised by a registered lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said lease.

NOTE 2: Copy filed under MS431117.

9 (13.12.2010) The land has the benefit of the rights granted by a transfer of land lying to the south of the land in this title dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Transferor) and (2) Liverpool Airport Limited (Transferee).

NOTE:-Copy filed under MS575445.

10 (13.12.2010) The land has the benefit of the rights granted by a transfer of land lying to the south of the land in this title dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Transferor) and (2) Liverpool Airport Limited (Transferee).

Title number MS307564

A: Property Register continued

NOTE: Copy filed under MS575448.

- 11 (08.02.2017) 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 (02.08.1990) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (20.07.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 3 (20.04.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 March 2023 in favour of National Westminster Bank Plc referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (02.08.1990) 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.

NOTE: Each lease is referenced by edging and numbering in blue on the title plan unless otherwise stated in the schedule of leases.

- 2 (02.08.1990) A Transfer of the land in this title dated 31 May 1990 made between (1) Liverpool City Council (Transferor) (2) Liverpool Airport PLC (Transferee) contains the following covenants:-

"The Transferee HEREBY COVENANTS with the Transferor in manner following that is to say:-

Not at any time to use or permit to be used asbestos or asbestos related materials or compounds in connection with the repair construction or alteration of any building from time to time erected upon the property save where the use of such materials is carried out with proper regard and safety."

- 3 (02.08.1990) The Transfer dated 31 May 1990 referred to above contains the following right of pre-emption:-

"The Transferee HEREBY COVENANTS with the Transferor in manner following that is to say:-

If the Transferee should decide to sell or dispose of the whole of the property comprised herein for any purpose other than for the use as an Airport and ancillary purposes related thereto or sell or dispose of part of the said property for any purpose other than one which relates to or promotes the use of the land retained by the Transferee for airport operations and ancillary purposes then the Transferor shall

C: Charges Register continued

have the right of purchasing the whole of the property or such part intended to be sold or disposed of

(a) In such case the Transferee shall make an offer in writing to the Transferor of its intention to sell the property and the proposed sale price and such offer shall remain open for acceptance for a period of 4 weeks from the date of the offer

(b) Until the expiration of such period of 4 weeks the Transferee shall not be at liberty to sell the property otherwise than in accordance with the Transferor's option to re-purchase unless the said offer shall in the meantime have been unconditionally declined by the Transferor in writing

(c) If such offer shall be so declined or shall be determined by lapse of time as aforesaid the Transferee may thereafter sell or dispose of the property

(d) If the Transferor shall before the expiration of the said period of 4 weeks in writing accept such offer the Transferee shall resell the property to the Transferor

(e) If the Transferor shall before the expiration of the said period of 4 weeks in writing notify the Transferee of its wish to exercise its right to re-purchase but not at the price notified in the Transferee's offer then the Transferor shall make a counter-offer with its notice. If the Transferee does not accept such counter-offer and the parties do not reach agreement without four weeks of the Transferor's notice and counter-offer then the matter shall be referred to arbitration in accordance with sub clause 1(f) hereof

(f) Upon the sale price being referred to arbitration the valuation shall be the full open market value having regard to redevelopment potential at the date of the offer or valuation as hereinafter provided. The sale price on the basis as aforesaid shall be determined by an independent arbitrator appointed on the application of either party by the President of the Royal Institution of Chartered Surveyors. The arbitrator shall act as an arbitrator not an expert. The Transferor and the Transferee shall make their respective submission to the arbitrator within 14 days of his appointment and the arbitrator shall complete his valuation and advise both parties of his decision within 14 days of receipt of the last said submission. If one or both of the parties should not make its submission to the arbitrator within the said period of 14 days then the arbitrator shall complete his valuation within 28 days of his appointment. If necessary for whatever reason the President shall have power to appoint another (as often as necessary) either on his own motion or an application of either party. Within seven days of the arbitrator issuing his valuation the Transferor shall notify the Transferee of either (i) its willingness to proceed upon such valuation in which case the sale shall be completed in accordance with sub clause (g) hereof or (ii) its withdrawal from negotiation in which case the Transferee shall be immediately released from its covenant. The arbitrator's costs shall be met by the parties in equal shares or such portions as the arbitrator sees fit to apportion. For all purposes of this clause time shall be of the essence

(g) The purchase shall be completed at the offices of the Transferee or its Solicitor within four weeks of the Transferor notifying the Transferee that it is willing to proceed upon the arbitrator's valuation in accordance with sub clause 1(f) hereof and the purchase money shall be paid within four weeks of the parties reaching agreement in accordance with sub clause 1(e) hereof or the Transferor accepting the offer in accordance with sub clause 1(d) hereof

(h) Law Society Conditions of Sale (in their then current edition) shall apply to the resale. In the event of there being no such current conditions the last published conditions shall apply

(i) An offer under this clause shall be sufficiently made if delivered at or sent by prepaid registered post to the City Solicitor Liverpool City Council PO Box 88 Municipal Buildings Liverpool L69 2DH and such offer shall be deemed to have been made at the time of such delivery or

C: Charges Register continued

posting

(j) An acceptance under this clause shall be sufficiently made if delivered or sent by prepaid registered post to the Registered Office of the Transferee or to the office of its Solicitor for the time being and such acceptance shall be deemed to have been made at the time of such delivery or posting

(k) Provided always that this clause shall not apply to any disposal by way of mortgage or charge."

- 4 (22.07.1999) The land in this title is subject to the rights granted by a Deed of Easement dated 12 January 1998 made between (1) Liverpool Airport PLC and (2) North West Water Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MS417632.

- 5 (16.04.2004) UNILATERAL NOTICE affecting Unit SA3.1A and Unit RL3.19, Level 3, Passenger Terminal Building in respect of two Leases dated 20 February 2004 made between (1) Liverpool Airport PLC and (2) Boots The Chemists Limited.

NOTE: Copy leases filed.

- 6 (16.04.2004) BENEFICIARY: Boots The Chemists Limited (Co. Regn. No. 00928555) of Boots Legal Services, D90 East SO9, Nottingham, NG90 1BS.

- 7 (18.11.2005) The land is subject for a term of 15 years from the 30 September 2005 to the rights granted by an Agreement dated 30 September 2005 made between (1) Liverpool Airport Plc and (2) Vodafone Limited.

NOTE:-Copy filed.

- 8 (17.01.2006) UNILATERAL NOTICE affecting retail unit RL3.4 shown edged and numbered 1 in yellow on the title plan and storage area SL3.2 shown edged and numbered 2 in yellow on the title plan in respect of a lease dated 8 December 2005 for 5 years from 2 December 2005 and the rights for the use of service media, rights of support and shelter, rights of way affecting the common areas of the passenger terminal and rights over the external parts of the airport for use by passengers and the public granted by the lease.

- 9 (17.01.2006) BENEFICIARY: Tates Limited (Co. Regn. No. 149518) of Long Acre Industrial Estate, Rosehill, Willenhall, West Midlands, WV13 2JP.

- 10 (24.05.2007) UNILATERAL NOTICE affecting the land edged and numbered 4 in yellow on the title plan in respect of a Lease dated 16 May 2007 between (1) Liverpool Airport PLC and (2) Easyjet Airline Company Limited.

- 11 (24.05.2007) BENEFICIARY: EASYJET AIRLINE COMPANY LIMITED of Easyland, Luton International Airport, Luton, Bedfordshire LU2 9LS.

- 12 (11.11.2008) The land is subject to the easements granted by a lease dated 16 September 2008 made between (1) Liverpool Airport plc and (2) Caterleisure Limited trading as Skylines of Units RL3.10 and RL3.11 for a term of 3 years from 5 September 2008

NOTE: Copy filed.

- 13 (23.12.2008) An Agreement dated 22 December 2008 made between (1) Liverpool Airport Plc and (2) United Utilities Water PLC relates to the erection of a building over a public sewer.

NOTE: Copy filed.

- 14 (06.02.2009) The parts of the land affected thereby are subject to the easements granted by the leases set out in the schedule of leases of easements hereto.

NOTE: The heading to the schedule should be read as it it said "Schedule of notices of leasehold easements"

C: Charges Register continued

- 15 (23.12.2009) The lease of a hotel lying to the east of Speke Hall Avenue dated 30 November 2009 made between (1) Liverpool Airport PLC and (2) Liverpool Airport Hotel Limited referred to in the schedule of leases hereto contains restrictive covenants by the landlord.
- 16 (20.07.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.
- 17 (20.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, the Trafford Centre, Manchester, M17 8PL.
- 18 (21.07.2010) UNILATERAL NOTICE affecting Unit RA2.35, Passenger Terminal Building in respect of an agreement for lease dated 8 June 2010.
- 19 (21.07.2010) BENEFICIARY: Fast and Fresh (Restaurants) Limited of Unit A22 Red Scar Business Park, Longridge Road, Preston PR2 5NA.
- 20 (18.08.2010) UNILATERAL NOTICE affecting RL1.50, Passenger Terminal Building in respect of a lease dated 11 June 2010.
- NOTE: Copy filed.*
- 21 (18.08.2010) BENEFICIARY: JLA Airside Limited (Co. Regn. No. 06803408) of Echelon, Huyton Business Park, Wilson Road, Huyton L36 6AD.
- 22 (19.11.2010) UNILATERAL NOTICE affecting RA3.17-3.19 and SA3.17 in respect of an agreement for lease dated 2 June 2010.
- 23 (19.11.2010) BENEFICIARY: City Centre Restaurants (UK) Limited (Co. Regn. No. 894426) of Marshalsea Road, London SE1 1EP.
- 24 (03.06.2011) A lease dated 24 May 2011 of Units RA3.17-3.19 and Storage Unit SA3.17 (Level 3) from 2 July 2010 to 1 July 2020 made between (1) Liverpool Airport Limited and (2) City Centre Restaurants (UK) Limited trading as Frankie & Benny's contains restrictive covenants by the landlord affecting the land edged and numbered 15 and 16 in blue on the supplementary plan to the title plan.
- NOTE: Tenants title registered under MS584662.*
- 25 (20.12.2013) The land is subject to the easements granted by a lease dated 27 April 2011 of Plot 2 at The Liverpool John Lennon Airport for a term of 6 years from and including 1 April 2009
- NOTE: Copy filed under MS321998.*
- 26 (15.05.2015) A lease dated 25 February 2015 of Unit RA3.17-3.19 and Storage Unit SA3.17 (Level 3) from 2 July 2020 to 1 July 2022 made between (1) Liverpool Airport Limited and (2) The Restaurant (UK) Limited contains restrictive covenants by the landlord affecting the land edged and numbered 15 and 16 in blue on the supplementary plan to the title plan.
- NOTE: Tenants title registered under MS622036.*
- 27 (30.12.2015) By a Deed dated 14 December 2015 made between (1) Liverpool Airport Limited and (2) Liverpool Airport Hotel Limited the terms of the lease dated 30 November 2009 of The Hotel referred to in the schedule of leases hereto were varied.
- NOTE: Copy Deed filed under MS570024.*
- 28 (25.01.2018) UNILATERAL NOTICE in respect of easements granted in a lease dated 25 January 2018 made between (1) Liverpool Airport Limited and (2) Blue Air Airline Management Solutions SRL for a term of 5 years from 25 January 2018 and ending on 24 January 2023.
- NOTE: Copy filed under MS294425.*
- 29 (25.01.2018) BENEFICIARY: Blue Air Airline Management Solutions SRL (incorporated in Romania) care of Hill Dickinson LLP, The Broadgate Tower, 20 Primrose Street, London EC2A 2EW.

C: Charges Register continued

- 30 (21.05.2018) The land is subject to any rights that are granted by a Deed dated 18 May 2018 made between (1) Liverpool City Council (2) Liverpool Airport Limited and (3) SP Manweb plc and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CH596568.

- 31 (04.06.2018) By a Deed dated 31 May 2018 made between (1) Liverpool Airport Limited and (2) The Restaurant Group (UK) Limited the terms of the lease dated 24 May 2011 referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under MS584662.

- 32 (10.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and (2) Telecommunications Wireless And Infrastructure Services Limited the terms of the lease dated 4 March 2009 of a Transmitting Station referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 21 June 2010 of the landlords title number MS307564 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar

NOTE 2: The proprietor of the registered charge dated 14 August 2015 of the landlords title number MS307564 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar

NOTE 3: Copy Deed filed under MS563146.

- 33 (10.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and (2) Telecommunications Wireless And Infrastructure Services Limited the terms of the lease dated 4 March 2009 of Roof top Transmission Station referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 21 June 2010 of the landlords title number MS307564 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 2: The proprietor of the registered charge dated 14 August 2015 of the landlords title number MS307564 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar

NOTE 3: Copy Deed filed under MS563012.

- 34 (10.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and (2) Telecommunications Wireless And Infrastructure Services Limited the terms of the lease dated 4 March 2009 of Roof Top Transmission Station referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 21 June 2010 of the landlords title number MS307564 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 2: The proprietor of the registered charge dated 14 August 2015 of the landlords title number MS307564 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar

NOTE 3: Copy Deed filed under MS563018.

- 35 (10.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and (2) Telecommunications Wireless And Infrastructure Services Limited the terms of the lease dated 4 March 2009 of Roof Top Transmission Station referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 21 June 2010 of the landlords title number MS307564 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 2: The proprietor of the registered charge dated 14 August 2015 of

C: Charges Register continued

the landlords title number MS307564 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar

NOTE 3: Copy Deed filed under MS562987.

- 36 (10.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and (2) Telecommunications Wireless And Infrastructure Services Limited the terms of the lease dated 4 March 2009 of Roof Top Transmission Station referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 21 June 2010 of the landlords title number MS307564 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 2: The proprietor of the registered charge dated 14 August 2015 of the landlordss title number MS307564 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar

NOTE 3: Copy Deed filed under MS563022.

- 37 (10.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and (2) Telecommunications Wireless And Infrastructure Services Limited the terms of the lease dated 4 March 2009 of the Roof Top Transmitting Station referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 21 June 2010 of the landlord's title number MS307564 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 2: The proprietor of the registered charge dated 14 August 2015 of the landlord's title number MS307564 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 3: Copy Deed filed under MS563023.

- 38 (10.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and (2) Telecommunications Wireless And Infrastructure Services Limited the terms of the lease dated 4 March 2009 of the Roof Top Transmission Station referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 21 June 2010 of the landlord's title number MS307564 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 2: The proprietor of the registered charge dated 14 August 2015 of the landlord's title number MS307564 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 3: Copy Deed filed under MS563024.

- 39 (30.05.2019) The land is subject to the easements granted by a lease of land on the south side of Hale Road dated 22 May 2019 made between (1) Liverpool Airport Limited (2) Legacy 500 Limited and (3) T. J. Morris Limited for a term of 99 years from and including 22 May 2019.

NOTE: Copy filed under MS669856.

- 40 (13.03.2020) UNILATERAL NOTICE affecting part of the second floor, the Old Control Tower in respect of a Lease dated 20 June 2019 made between (1) Liverpool Airport Limited and (2) Swissport GB Limited for a term of 5 years from 18 June 2019.

NOTE: Copy filed.

- 41 (13.03.2020) BENEFICIARY: Swissport GB Limited (Co. Regn. No. 509585) of Swissport House, Hampton Court, Manor Park, Runcorn, Cheshire WA7 1TT.

- 42 (20.11.2020) The parts of the land affected thereby are subject to the easements granted by a lease of part of the second floor of the Old Control Tower dated 20 June 2019 for a term from 18 June 2019 until 17

C: Charges Register continued

June 2024.

NOTE: Copy filed.

- 43 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

NOTE: Charge reference CH384540.

- 44 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.

- 45 (20.04.2023) The proprietor of the Charge dated 30 March 2023 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of leases of easements

- 1 Benefiting land : RL1.1, RA2.32, RA2.27 and RL3.22
Title Number of benefiting land : NOT REGISTERED
Date of lease : 13 June 2008
Term of lease : 7 years from 12.6.2008
Registration date: 06.02.2009
NOTE: Copy filed
- 2 Benefiting land : Unit RL1.47
Title Number of benefiting land : NOT REGISTERED
Date of lease : 7 October 2010
Term of lease : 6 years from and including 7 October 2010
Registration date: 06.07.2011
NOTE: Copy filed under MS447440.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	02.08.1990 1	land and buildings being the site of a Gas Governor, Link Road.	26.10.1984 99 years from 1.8.1983	MS669233
2	24.07.2003 3	Emerald Airways operational site	10.07.2003 99 years from 1.6.1993	MS475313
3	24.02.2005 4	Unit RL3.25 (Level 3), Passenger Terminal Building.	27.01.2005 10 years from 17.12.2004	MS503302
4	06.09.2005	Units Level 1 landside:1LR1.8;1LR1.18-1LR .- from 1.1.2005 1.20;Level 3 landside:3RL3.26; and Baggage Reclaim:RA.1.2 within the passenger terminal building	10.06.2005 from 1.1.2005 until 31.12.2010	
<i>NOTE: No copy of the Lease referred to is held by Land Registry.</i>				
5	25.06.2007	Unit RA 2.5;RA 2.6;RA 2.7 and RA 2.8 within the passenger terminal building	15.03.2007 from 15/03/2007 to 14/03/2014	
6	20.08.2007 Edged and numbered 5 in blue	Unit RA2.20 Level 2 Passenger Terminal Building	14.08.2007 From 10.5.2007 to 9.5.2017	MS541458

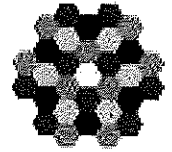
Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
7	08.10.2007	Units RA2.21, RA2.22 and RA2.23 Level 2 Passenger Terminal	06.09.2007 From 15.3.2007 to 14.3.2014	
8	25.09.2008 9	Unit RL1.14-RL1.17 (Level 1) Passenger Terminal Building	16.09.2008 from 21.04.2008 to 20.04.2018	MS557690
9	30.03.2009 11	Transmission station (part of rooftop only)	04.03.2009 80 years from 4.3.2009	MS563012
	NOTE: See the entry in the Charges Register relating to the Deed of Variation dated 29 April 2019.			
10	30.03.2009 12	Transmission station (part of rooftop only)	04.03.2009 80 years from 4.3.2009	MS563018
	NOTE: See the entry in the Charges Register relating to the Deed of Variation dated 29 April 2019.			
11	30.03.2009 10	Transmission Station (part of rooftop only)	04.03.2009 80 years from 4.3.2009	MS562987
	NOTE: See the entry in the Charges Register relating to the Deed of Variation dated 29 April 2019.			
12	30.03.2009 7	Transmitting Station (part of rooftop only)	04.03.2009 80 years from 4.3.2009	MS563022
	NOTE: See the entry in the Charges Register relating to the Deed of Variation dated 29 April 2019.			
13	03.04.2009 13	Transmitting Station	04.03.2009 80 years from 4.3.2009	MS563146
	NOTE: See entry in the Charges Register relating to a Deed of Variation dated 29 April 2019			
14	30.03.2009 8	Transmitting Station (part of rooftop only)	04.03.2009 80 years from 4.3.2009	MS563023
	NOTE: See entry in the Charges Register relating to a Deed of Variation dated 29 April 2019.			
15	30.03.2009 Edged and numbered 6 in blue	Transmitting Station (Part of Roof Top only)	04.03.2009 80 years from 4.3.2009	MS563024
	NOTE: See entry in the Charges Register relating to a Deed of Variation dated 29 April 2019.			
16	10.07.2009 11	transmitting station (part of rooftop only)	13.06.2009 10 years from 8.3.2008	MS565523
	NOTE: During the subsistence of this lease, the lease dated 4.3.2009 and registered under title MS563012 referred to above takes effect as an underlease.			
17	23.12.2009 Edged and numbered 14 in blue (part of)	Hotel lying to the east of Speke Hall Avenue (Part of car park levels 1-5 and hotel levels 2-7)	30.11.2009 from 14.9.2009 to 13.9.2134	MS570024
	NOTE 1: See entry in the Charges Register relating to landlords restrictive covenant			
	NOTE 2: See entry in the Charges Regsiter relating to a Deed of Variation dated 14 December 2015.			
18	15.06.2011 15 : 16	Unit RA3.17-3.19 and Storage Unit SA3.17 (Level	24.05.2011 From	MS584662

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
		3)	02.07.2010 to 01.07.2020	
	NOTE 1: See entry in the Charges Register relating to landlords restrictive covenants.			
	NOTE 2: See entry in the Charges Register relating to a Deed of variation dated 31 May 2018.			
19	10.04.2013 edged & numbered 6 in yellow	Unit RA2.35 (level 2)	13.03.2013 from 1.3.2013 to 29.2.2020	
	NOTE: The grant of the rights in the above lease has not been completed by registration in accordance with section 27 of the Land Registration Act 2002 and so does not operate at law			
20	10.04.2013 edged & numbered 9 in blue	Units RL1.14-1.17 & seating area (level 1)	13.03.2013 from 1.3.2013 to 29.2.2020	
	NOTE: The grant of the rights in the above lease has not been completed by registration in accordance with section 27 of the Land Registration Act 2002 and so does not operate at law;			
21	15.05.2015 15 :16	Unit RA3.17-3.19 and Storage Unit SA3.17 (Level 3)	25.02.2015 2 years from and including 02.07.2020 expiring on but including 01.07.2022	MS622036
	NOTE 1: This is a reversionary lease.			
	NOTE 2: See entry in the Charges Register relating to landlords restrictive covenants.			
22	25.01.2018 edged and numbered 17 in blue (part of)	Engineering, Crew Room and Storage facility, Unit 38b	25.01.2018 5 years from 25.1.2018	
	NOTE: Copy Lease filed under MS294425			
23	20.03.2018 edged and numbered 18 in blue (part of)	land at John Lennon Airport	14.03.2018 from 05.03.2018 to 04.03.2028	MS654133

End of register



**Official copy
of register of
title**

Title number MS402558

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:58.
- 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 29 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, Birkenhead Office.

A: Property Register

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

MERSEYSIDE : LIVERPOOL

- 1 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 WEST SIDE OF Speke Hall Avenue, Liverpool.
- 2 The land has the benefit of the following rights granted by a Transfer of the land in this title and other land dated 3 February 1988 made between (1) Liverpool City Council and (2) English Industrial Estates Corporation:-

"TOGETHER with the right to the free and uninterrupted passage and running of surface water from the property hereby transferred through the adjoining property retained by the transferor and any media which now or which may within the period of eighty years from the date hereof be laid therein for such purposes."
- 3 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land in this title and other land dated 3 February 1988 made between (1) The English Industrial Estates Corporation and (2) Baltic Developments PLC:-

"Together with the right to the free and uninterrupted passage and running of surface water from the property hereby transferred through the adjoining property retained by the Transferor and any media which are now laid therein for the purposes of such drainage

There is excepted and reserved to the Transferor the free and uninterrupted passage and running of surface water from the adjoining property of the Transferee through the property hereby transferred and any media which are now laid therein for such purposes

The above property is also transferred together with the benefit (in so far as the Transferor can grant the same) of the right to the passage of electricity and telecommunications services as now enjoyed from and to the property hereby transferred through and along the wires cables and other conduits as may be appropriate to conduct the same together with the right upon reasonable prior written notice (except in emergency) to enter upon the said adjoining property retained by the Transferor for the cleansing inspection maintenance repair and

A: Property Register continued

replacement thereof subject to the Transferee making good any damage caused thereby to the reasonable satisfaction of the Transferor provided always that such rights shall forthwith terminate upon alternative services becoming available to the Transferee which the Transferee shall use its reasonable endeavours procure as soon as reasonably practicable."

- 4 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "x" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 5 (22.07.2010) The land has the benefit of the rights granted by a deed of easement dated 21 June 2010 made between Peel Investments (North)Limited and (2) Liverpool Airport Limited.

Note 1: The rights granted by the deed are in part granted over land demised by a registered lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said lease.

Note 3: Copy filed under MS431117.

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 (07.12.1998) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (07.12.1998) 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 (22.07.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (20.04.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 March 2023 in favour of National Westminster Bank Plc referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 A Transfer of land lying to the east of the land in this title dated 8 May 1989 made between (1) Baltic Developments PLC (2) National Car Parks Limited contains the following covenants by the Transferor:-

"THE Transferor HEREBY COVENANTS with the Transferee so as to bind the remainder of the land now comprised in Title Number MS267518 ("the

C: Charges Register continued

Retained Land") that it will not use or permit the Retained Land or any part thereof to be used for vehicle parking (whether for private cars or commercial vehicles) save for the provision of private car and commercial vehicle parking for which no charges are directly levied ancillary to any office hotel industrial unit or other development erected on the Retained Land or any part thereof within the period of eighty years from the date hereof for owners or occupiers thereof or their tenants invitees or licensees whilst on the Retained Land"

NOTE: The Retained Land referred to comprises the land in this title and other land.

- 2 The land is subject, for the term of 250 years from 25 December 1988, to the following rights granted by a Lease of the land adjoining the most Northerly boundary of the land in this Title dated 31 March 1989 made between (1) Baltic Developments PLC and (2) Basilgreen Limited:-

"The right (insofar as the Landlord has power to grant the same) for the Tenant in common with the Landlord any superior landlord those authorised by either of them and all others having the same right

1.1 Of free and uninterrupted passage of services and facilities through the Conduits which are now or may at any time within the period of eighty years from the date hereof be in the Estate and serve the Demised Premises

1.2 The right to enter the Landlord's adjoining premises for the purposes of repairing maintaining and renewing all conduits serving the Demised Premises subject to the Tenant making good to the Landlord's satisfaction all damage caused in the exercise of such right

2. Subject to the provisions of Clause 6.4.1. hereof the right at all times to pass and repass

2.1 With or without vehicles over any roads or ways which are now or may at any time within the period of eighty years from the date hereof be constructed over and upon the Estate

2.2 On foot only over the paths or ways which are now or may at any time within the period of eighty years hereof be constructed over or upon the Estate

and which give access from the Demised Premises to the public highway."

- 3 (06.09.2005) The parts of the land affected thereby are subject to the easements granted by the leases set out in the schedule of leases of easements hereto.

NOTE: The heading to the schedule should read as if it said "Schedule of notices of leasehold easements"

- 4 (22.07.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.

- 5 (22.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, The Trafford Centre, Manchester, M17 8PL.

- 6 (25.01.2018) UNILATERAL NOTICE in respect of easements granted in a lease dated 25 January 2018 made between (1) Liverpool Airport Limited and (2) Blue Air Airline Management Solutions SRL for a term of 5 years from 25 January 2018 and ending on 24 January 2023.

NOTE: Copy filed under MS294425.

- 7 (25.01.2018) BENEFICIARY: Blue Air Airline Management Solutions SRL (incorporated in Romania) care of Hill Dickinson LLP, The Broadgate Tower, 20 Primrose Street, London EC2A 2EW.

- 8 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

NOTE: Charge reference CH384540.

Title number MS402558

C: Charges Register continued

- 9 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 10 (20.04.2023) The proprietor of the Charge dated 30 March 2023 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of leases of easements

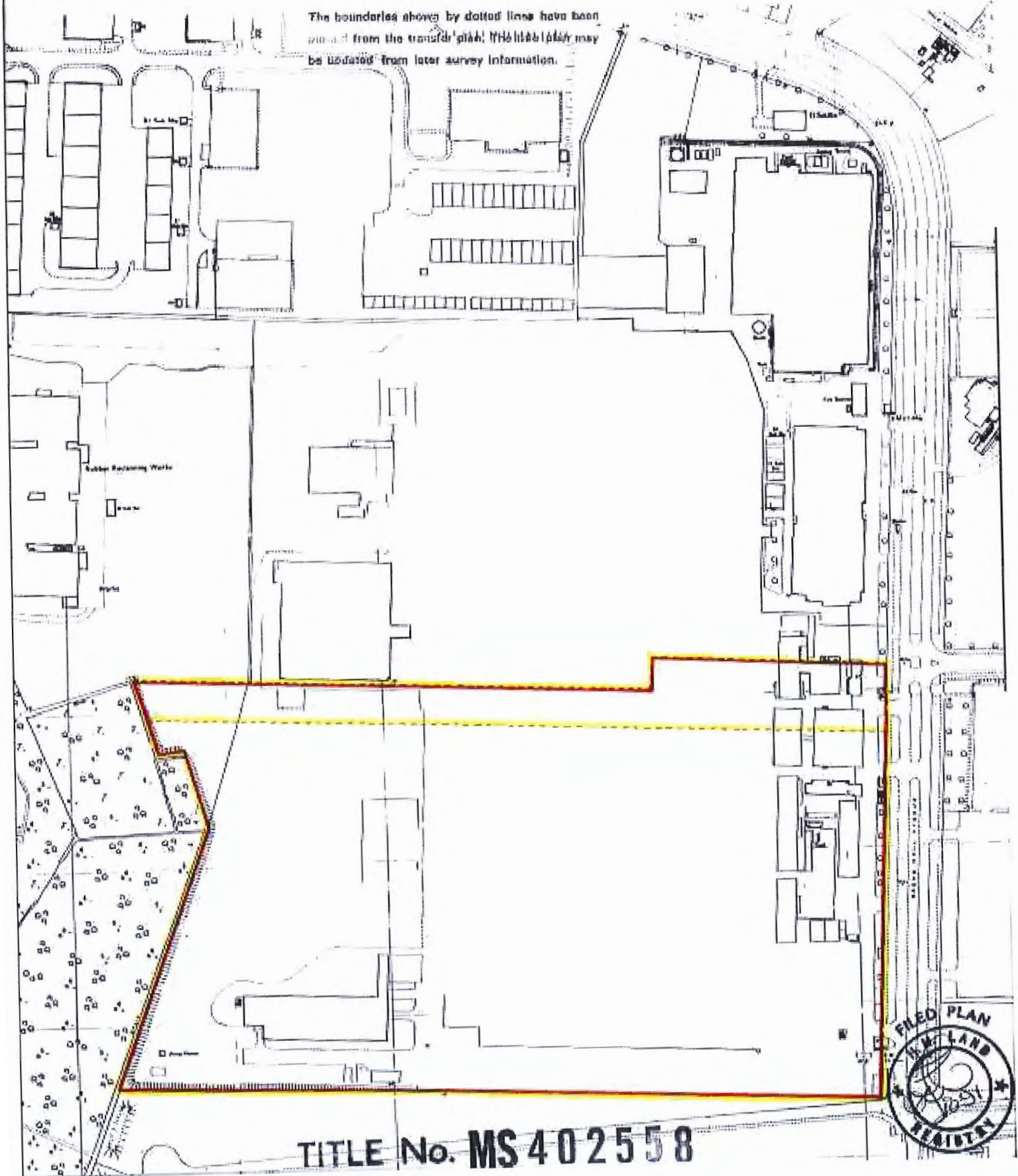
- 1 Benefiting land : Units Level 1 landside: 1LR1.8;1LR1.18-1LR.1.20;Level 3 landside:3RL3.26;and Baggage Reclaim:RA.1. 2 within the terminal building
- Title Number of benefiting land : not registered
Date of lease : 10 June 2005
Term of lease : from 1.1.2005 until 31.12.2010
Registration date: 06.09.2005
NOTE: Copy filed under MS297001

End of register

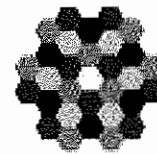
H.M. LAND REGISTRY		TITLE NUMBER	
		MS315057	
ORDNANCE SURVEY PLAN REFERENCE	SJ4282	SECTION	Scale 1/ 2500
COUNTY	MERSEYSIDE	DISTRICT	LIVERPOOL
			© Crown copyright



The boundaries shown by dotted lines have been
withdrawn from the transfer plan. This title plan may
be updated from later survey information.



TITLE No. MS402558



Official copy of register of title

Title number MS447440

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:19:00.
- 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 29 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, Birkenhead Office.

A: Property Register

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

MERSEYSIDE : LIVERPOOL

- 1 (31.08.2001) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being LAND AT Speke Hall Avenue, Liverpool Airport, Liverpool.
- 2 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land to the north west of the letter "x" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 3 (20.07.2010) The land has the benefit of the rights granted by a deed of easement dated 21 June 2010 made between Peel Investments (North) Limited and (2) Liverpool Airport Limited.

Note 1: The rights granted by the deed are in part granted over land demised by a registered lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said lease.

-Note 2: Copy filed under MS431117.

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 (31.08.2001) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (31.08.2001) The price stated to have been paid on 16 August 2001 was

B: Proprietorship Register continued

£10,000.

- 3 (20.07.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (20.04.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 March 2023 in favour of National Westminster Bank Plc referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (31.08.2001) A Transfer of the land in this title dated 16 August 2001 made between (1) Liverpool City Council (Transferor) and (2) Liverpool Airport PLC (Transferee) contains the following covenants:-

"The Transferee covenants with the Transferor not to use the property other than for means of access to and egress from Liverpool Airport....."
- 2 (13.10.2003) The land is subject to the rights granted by a Deed of Grant dated 10 October 2003 made between (1) Liverpool Airport PLC and (2) Transco PLC.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.
- 3 (16.04.2004) UNILATERAL NOTICE affecting Unit SA3.1A and Unit RL3.19, Level 3, Passenger Terminal Building in respect of two Leases dated 20 February 2004 made between (1) Liverpool Airport PLC and (2) Boots The Chemists Limited.

NOTE: Copy leases filed under MS307564.
- 4 (16.04.2004) BENEFICIARY: Boots The Chemists Limited (Co. Regn. No. 00928555) of Boots Legal Services, D90 East SO9, Nottingham, NG90 1BS.
- 5 (08.04.2005) The land in this title is subject to rights of way granted by retail leases in the Passenger Terminal Building at Liverpool Airport.
- 6 (06.09.2005) The parts of the land affected thereby are subject to the easements granted by the leases set out in the schedule of leases of easements hereto.

NOTE: The heading to the schedule should be read as it it said "Schedule of notices of leasehold easements"
- 7 (20.07.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.
- 8 (20.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, The Trafford Centre, Manchester M17 8PL.
- 9 (15.06.2011) The land is subject to the rights granted by a Lease of Units RA3.17-3.19 and Storage Unit SA3.17 (Level 3) Passenger Terminal Building dated 24 May 2011 made between (1) Liverpool Airport Limited and (2) City Centre Restaurants (UK) Limited Trading As Frankie & Benny's.

C: Charges Register continued

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MS584662.

- 10 (28.09.2015) The land is subject to the rights granted by a Lease of Units RA3.17-3.19 and Storage Unit SA3.17 (Level 3) Passenger Terminal Building dated 25 February 2015 for a term of 2 years from and including 2 July 2020 made between (1) Liverpool Airport Limited and (2) The Restuarant Group (UK) Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MS622036.

- 11 (25.01.2018) UNILATERAL NOTICE in respect of easements granted in a lease dated 25 January 2018 made between (1) Liverpool Airport Limited and (2) Blue Air Airline Management Solutions SRL for a term of 5 years from 25 January 2018 and ending on 24 January 2023.

NOTE: Copy filed under MS294425.

- 12 (25.01.2018) BENEFICIARY: Blue Air Airline Management Solutions SRL (incorporated in Romania) care of Hill Dickinson LLP, The Broadgate Tower, 20 Primrose Street, London EC2A 2EW.

- 13 (20.03.2018) The land is subject to the rights granted by a lease of land at John Lennon Airport, Speke Hall Avenue dated 14 March 2018 made between (1) Liverpool Airport Limited and (2) XLR Executive Jet Centres Limited for a term commencing on 5 March 2018 to 4 March 2028.

NOTE: Copy lease filed under MS654133.

- 14 (20.11.2020) The parts of the land affected thereby are subject to the easements granted by a lease of part of the second floor of the Old Control Tower dated 20 June 2019 for a term from 18 June 2019 until 17 June 2024.

NOTE: Copy filed under MS307564.

- 15 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

NOTE: Charge reference CH384540.

- 16 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.

- 17 (20.04.2023) The proprietor of the Charge dated 30 March 2023 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of leases of easements

- 1 Benefiting land : Units Level 1 landside: 1LR1.8;1LR1.18-1LR1.1.20;Level 3 Landside: 3RL3.26; and Baggage Reclaim: RA 1.2 within the passenger terminal building
- Title Number of benefiting land : NOT REGISTERED 1
Date of lease : 10 June 2005
Term of lease : from 1 January 2005 until 31 December 2010
Registration date: 06.09.2005
NOTE: Copy filed under MS297001.
- 2 Benefiting land : Units RA2.5 ra2.6 RA2.7 and RA2.8 (level 2) within the passenger terminal building at Liverpool John Lennon
- Date of lease : 15 March 2007
Term of lease : from 15.03.2007 to 14.03.2014
Registration date: 25.06.2007

Title number MS447440

Schedule of leases of easements continued

- 3 Benefiting land : Units RA2.21, RA2.22 and RA2.23 Level 2 Passenger Terminal
Title Number of
benefiting land : NOT REGISTERED
Date of lease : 6 October 2007
Term of lease : From 15.3.2007 to 14.3.2014
Registration date: 08.10.2007
NOTE: Copy filed under MS307564
- 4 Benefiting land : Units RL3.10 and RL3.11 (Level 3)
Title Number of
benefiting land : NOT REGISTERED
Date of lease : 16 September 2008
Term of lease : 3 years from 5.9.2008
Registration date: 17.11.2008
NOTE: Copy filed under MS307564
- 5 Benefiting land : RL1.1, RA2.27, RA2.32 and RL3.22
Title Number of
benefiting land : NOT REGISTERED
Date of lease : 13 June 2008
Term of lease : 7 years from and including 12 June 2008
Registration date: 19.01.2009
NOTE: Copy filed.
Benefitting land: RL1.1, RA2.32, RA2.27 and RL3.22; Title
Number of benefitting land: NOT REGISTERED; Date of lease:
13/06/2008; Term of lease: 7 years from 12.6.2008;
Registration date: 06/02/2009;

NOTE:--Copy filed
- 6 Benefiting land : RL1.47
Title Number of
benefiting land : NOT REGISTERED
Date of lease : 7 October 2010
Term of lease : 6 years from and including 7 October 2010
Registration date: 06.07.2011
NOTE: Copy filed under MS307564.

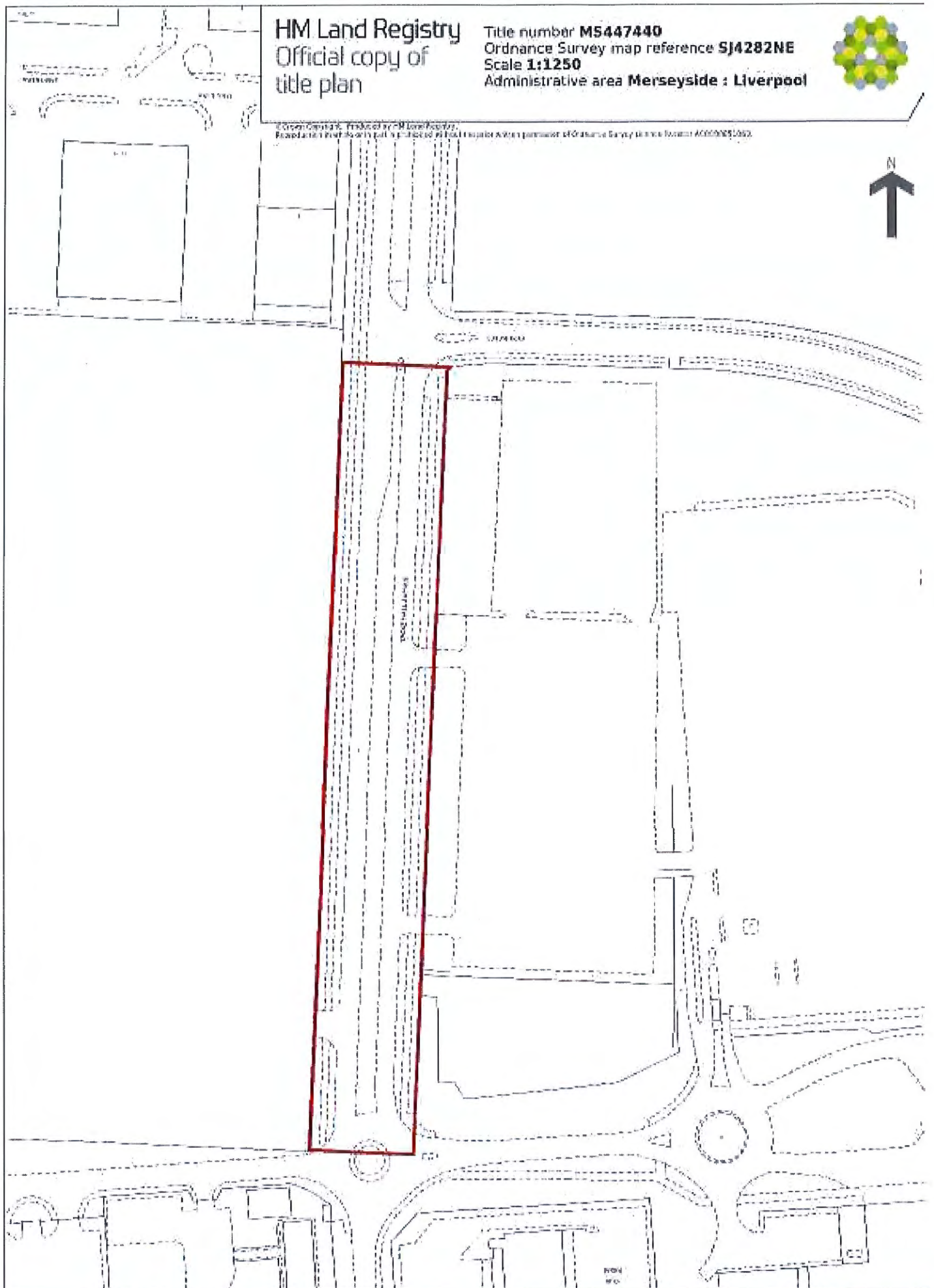
End of register

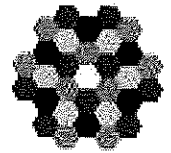
HM Land Registry
Official copy of
title plan

Title number **M5447440**
Ordnance Survey map reference **SJ4282NE**
Scale **1:1250**
Administrative area **Merseyside : Liverpool**



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Official copy of register of title

Title number MS517785

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:19:01.
- 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 29 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, Birkenhead Office.

A: Property Register

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

MERSEYSIDE : LIVERPOOL

- 1 (03.02.2006) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Pegasus Hotel, Hale Road, Speke, Liverpool (L24 1UQ).
- 2 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 3 (22.07.2010) The land has the benefit of the rights granted by a deed of easement dated 21 June 2010 made between (1) Peel Investments (North) Limited and (2) Liverpool Airport Limited.

Note 1: The rights granted by the deed are in part granted over land demised by a registered lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said lease.

Note 3: Copy filed under MS431117.

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 (03.02.2006) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, Trafford City, Manchester M41 7HA.
- 2 (03.02.2006) The price stated to have been paid on 6 December 2005 was

Title number MS517785

B: Proprietorship Register continued

£578,750.

- 3 (22.07.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (20.04.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 March 2023 in favour of National Westminster Bank Plc referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (22.07.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.
- 2 (22.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited (Co.Regn.No 2385999) of Peel Dome, The Trafford Centre, Manchester, M17 8PL.
- 3 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

NOTE: Charge reference CH384540.
- 4 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 5 (20.04.2023) The proprietor of the Charge dated 30 March 2023 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

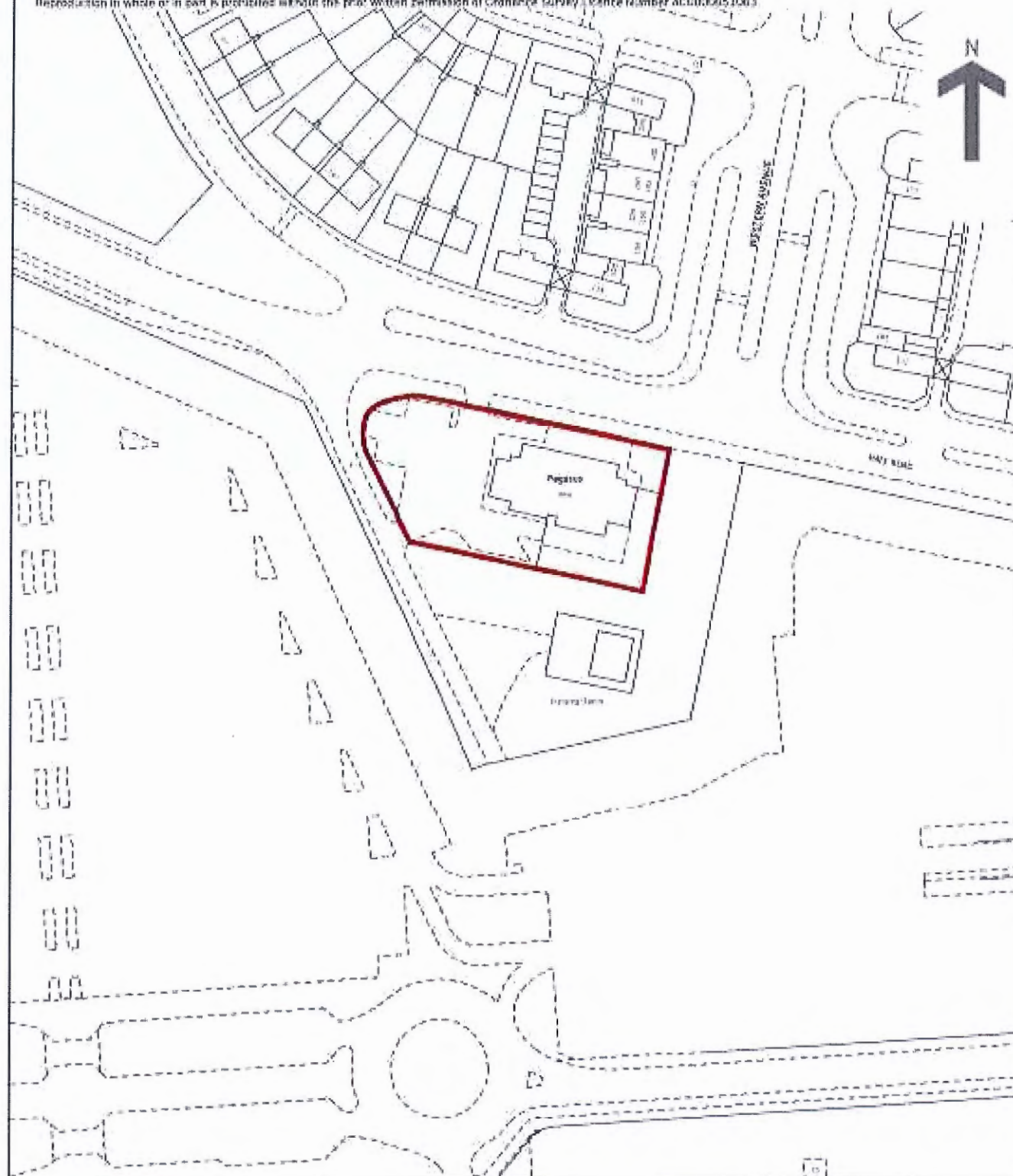
End of register

HM Land Registry
Official copy of
title plan

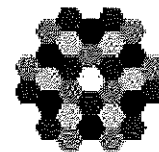
Title number **M5517785**
Ordnance Survey map reference **SJ4382NW**
Scale **1:1250**
Administrative area **Merseyside : Liverpool**



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This official copy is incomplete without the preceding notes page.



Official copy of register of title

Title number CH596568

Edition date 25.06.2024

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:56.
- 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 29 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, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

HALTON

- 1 (21.07.2010) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being land at Hale Road, Speke.
- 2 By a Conveyance of the land cross hatched blue on the title plan and other land dated 21 December 1953 made between (1) Gilbert Ireland Ireland Blackburne and others and (2) Wilfred Edward Turner the freehold estate in the land cross hatched blue on the title plan was transferred subject to the exceptions contained in a Lease dated 29 September 1924 made between (1) Colonel Robert Ireland Blackburne D.L. and (2) Charles Edward Turner which Lease is determined.

The mines and minerals excepted by the Lease in the following terms are excluded from this registration:-

"Excepting and reserving out of this demise unto the Lessors all mines and beds of coal and cannel and all ores and all salt and alum rocks and salt springs and all other mines and minerals whatsoever lying in or under the premises hereby demised with full liberty and power for the Lessor his lessees agents workmen and all other persons by his authority whether already given or hereafter to be given at all times but without entering on the surface of the premises hereby demised for that purpose to get take away and dispose of the said mines and minerals and also any other premises of the same class lying in or under any adjoining or neighbouring land and to make and use any watercourses ways and other works of any kind soever upon through or under any part of the premises hereby demised or any adjoining or neighbouring lands as the Lessor or other the person or persons hereinbefore authorised may think proper the Lessor or other the person or persons exercising the powers and liberties lastly hereinbefore contained making fair and reasonable compensation to the Lessee for any depression subsidence disturbance damage or injury which shall actually happen or be occasioned by such exercise of the said powers and liberties to the surface of the premises hereby demised or to any erection or building which shall be upon the premises hereby demised"

A: Property Register continued

- 3 (21.07.2010) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 3 April 2000
Term : 999 years from 3 April 2000
Parties : (1) Liverpool City Council
(2) Peel Airports (Liverpool) Limited
NOTE 1: The Lease comprises also other land

NOTE 2: Copy lease filed under MS431117.
- 4 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land in this title and other land dated 25 March 2004 made between (1) Peel Investments (North) Limited (Transferor) and (2) Peel Airports (Liverpool) Limited (Transferee) :-

"The Property is transferred subject to and with the benefit of all rights to which it is subject or which benefit it (as appropriate) as at the date of this Transfer (including for the avoidance of doubt any rights over or benefiting the Retained Land)"
- 5 (21.07.2010) By the transfer dated 21 June 2010 referred to below the whole of the rent reserved by the registered lease was made payable in equity out of the land in this title.
- 6 (21.07.2010) The Transfer dated 21 June 2010 referred to in the Charges Register contains provisions as to rights of light and air and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

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 (21.07.2010) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (21.07.2010) The price stated to have been paid on 21 June 2010 for the land in this title and other property was £654,500.
- 3 (12.11.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (20.07.2012) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 completed by registration without a certificate signed by the proprietor for the time being of the estates registered under title numbers CH596568, CH384582 and CH418034 or their conveyancer that the provisions of clause 12.6.1 (c) of a Transfer dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to that disposition.
- 5 (20.04.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 March 2023 in favour of National Westminster Bank Plc referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 The parts of the land affected thereby are subject to the following rights reserved by a Conveyance of the freehold estate in the land tinted pink on the title plan and other land dated 19 May 1930 made between (1) Robert Ireland Blackburne (Vendor) (2) Philip Humphrey Antrobus and others and (3) C. E. Turner and Sons Limited (the Company):-

"Excepting and reserving unto the Vendor in fee simple out of this Conveyance and the property hereby conveyed the following rights and easements

.....
..

The right for the Vendor and his successors in title to the premises known as "The Lodge" situate in Hale aforesaid and delineated on Plan "A" and his and their lessees and tenants and all persons authorised by him or them to pass and repass in common with the Company at all times for all purposes and with or without horses or other animals cars carriages or other vehicles over and along the roadway between the points marked "A" and "B" on the said plan"

NOTE: Copy Plan "A" filed under MS431117.

- 2 A Conveyance of the freehold estate in the land tinted mauve on the title plan dated 10 May 1934 made between (1) Gilbert Ireland Ireland Blackburne and others (Vendors) and (2) C. E. Turner and Sons Limited (The Company) contains the following covenants:-

"For the benefit of the Estate at Hale aforesaid belonging to the Vendors or the part thereof for the time being remaining unsold and so as to bind the property hereby conveyed the Company hereby covenants with the Vendors that the Company and the persons deriving title under it will not at any time hereafter do or permit to be done upon the land hereby conveyed or in any buildings which may hereafter be erected thereon any thing which may be a nuisance or offensive or injurious to the Vendors or the owners or occupiers of the premises adjoining or adjacent to the land hereby conveyed or which shall be detrimental to the neighbourhood."

- 3 The land tinted yellow on the title plan is subject to the following rights reserved by a Conveyance of the freehold estate thereof and other land dated 3 December 1937 made between (1) Gilbert Ireland Ireland Blackburne and others (Vendors) (2) Thomas Place (3) Roger Fleetwood Fleetwood-Hesketh (Purchaser) and (4) The Lord Mayor Aldermen and Citizens of the City of Liverpool (the Corporation):-

"Excepting and Reserving unto the Vendors as legal rights and easements in common with the Corporation their successors in title and tenants all such rights easements quasi easements and privileges whether relative to the supply of water gas and electricity the drainage of buildings and lands the access of light and air the support of and access to buildings or otherwise as have hitherto been exercised and enjoyed by the occupiers of the adjoining or adjacent premises of the Vendors (including therein any premises of which the Vendors are the owners of the freehold reversion) while such premises have with the premises hereby conveyed been in the common ownership of the Vendors"

- 4 (21.07.2010) The land is subject to the rights reserved by a Transfer of the land in this title and other land dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE: Copy filed.

- 5 (21.07.2010) UNILATERAL NOTICE in respect of Clause 11 of a Co-operation agreement dated 21 June 2010.
- 6 (21.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited Co.regn.No. 2385999 of Peel Dome, The Trafford Centre, Manchester, M17 8PL.
- 7 (21.05.2018) The land is subject to any rights that are granted by a

Title number CH596568

C: Charges Register continued

Deed dated 18 May 2018 made between (1) Liverpool City Council (2) Liverpool Airport Limited and (3) SP Manweb plc and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

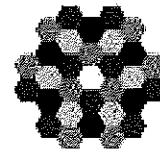
- 8 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

NOTE: Charge reference CH384540.

- 9 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.

- 10 (20.04.2023) The proprietor of the Charge dated 30 March 2023 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register



Official copy of register of title

Title number MS321998

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:58.
- This date must be quoted as the "search from date" in any official search application based on this copy.
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- Issued on 29 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, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

MERSEYSIDE : LIVERPOOL

- 1 (03.07.1991) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the south side of Hale Road, Speke, Liverpool.
- 2 (03.07.1991) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 23 May 1991
 Term : 999 years from 23 May 1991
 Rent : As therein calculated
 Parties : (1) Liverpool City Council
 (2) Liverpool Airport PLC
- 3 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.
- 4 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1: The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "x" on the plan to the deed.

NOTE 2: Copy filed under MS511046.

- 5 (22.07.2010) The land has the benefit of the rights granted by a Transfer of land lying to the south of the land in this title dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Vendor) and (2) Liverpool Airport Limited (Purchaser).

NOTE: Copy filed under MS575445.

- 6 (22.07.2010) By a Transfer of land Lying to the east of the land in

A: Property Register continued

this title dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited the land in this title was with other land exonerated in equity from the rent reserved by the registered Lease.

NOTE: Copy Transfer filed under CH596568.

- 7 (22.07.2010) The land has the benefit of the rights granted by a Transfer of land lying to the south of the land in this title dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE: Copy filed under MS575448.

- 8 (11.11.2010) The land has the benefit of the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Investments (North) Limited and (2) Liverpool Airport Limited.

NOTE 1: The rights granted by the deed are in part granted over land demised by a registered Lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said Lease.

NOTE 2: Copy Deed filed under MS431117.

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 (03.07.1991) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (11.11.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 3 (20.04.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 March 2023 in favour of National Westminster Bank Plc referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (28.10.2002) 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.
- 2 (06.09.2005) The parts of the land affected thereby are subject to the easements granted by the leases set out in the schedule of leases of easements hereto.
- NOTE: The heading to the schedule should be read as if it said "Schedule of notices of leasehold easements"
- 3 (18.04.2006) UNILATERAL NOTICE affecting the land edged and numbered 3 in blue on the title plan in respect of an Agreement for lease dated 16

C: Charges Register continued

March 2006 made between (1) Liverpool Airport Plc and (2) TNT UK Limited.

NOTE: Copy filed.

4 (18.04.2006) BENEFICIARY: TNT UK Limited of Railway Street, Ramsbottom, Bury, Lancs BL8 9BF.

5 (20.07.2009) By a Deed dated 23 December 2008 made between (1) Liverpool Airport PLC and (2) Ravenair Holdings Limited the terms of the Leases dated 12 March 2002 of Plot 1 Eastern Airfield and 8 February 2006 of Plot 3a Eastern Airfield referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered Charge dated 17 May 2006 of the tenants title numbers MS463857 and MS528320 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 2: Copy Deed filed under MS463857.

6 (22.07.2010) The land is subject to the rights granted by a Transfer of lying to the South of the land in this title dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

The said Transfer also contains restrictive covenants by the transferor.

NOTE: Copy filed under MS575445.

7 (20.12.2013) The land is subject to the easements granted by a Lease dated 27 April 2011 of Plot 2 at The Liverpool John Lennon Airport for a term of 6 years from and including 1 April 2009

NOTE: Copy filed.

8 (21.06.2018) UNILATERAL NOTICE affecting the land edged and numbered 6 in blue on the title plan in respect of a contract dated 29 May 2018 made between (1) Liverpool Airport Limited (2) Legacy 500 Limited and (3) T.J. Morris Limited.

NOTE: Copy filed.

9 (21.06.2018) BENEFICIARY: T.J. Morris Limited of Portal Way, Liverpool L11 0JA.

10 (29.06.2018) UNILATERAL NOTICE excluding the land edged and numbered 6 in blue on the title plan in respect of clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.

11 (29.06.2018) BENEFICIARY: Peel Airports (Liverpool) Limited (Co Regn No 2385999) of Peel Dome, The Trafford Centre, Manchester M17 8PL.

12 (10.09.2018) The land is subject to the easements granted by a lease of land within the General Aviation Area at Liverpool Airport dated 6 September 2018 made between (1) Liverpool Airport Limited and (2) Merseyflight Limited for a term of 5 years beginning on and including 1 January 2018.

NOTE: Copy filed.

13 (16.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and Peel Airports (Liverpool) Limited and (2) Telecommunications Wireless and Infrastructure Services Limited the terms of the lease dated 4 March 2009 referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charges dated 21 June 2010 and 14 August 2015 of the landlords title number MS321998 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

C: Charges Register continued

NOTE 2: Copy deed filed under MS562996.

- 14 (11.07.2019) By a Deed dated 4 May 2018 made between (1) Liverpool Airport Limited and (2) Keenair Limited the terms of the lease dated 5 February 2003 of Hangar 4 referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charges dated 21 June 2010 and 14 August 2015 was not a party to the deed nor was evidence of their consent to the deed produced to the registrar.

NOTE 2: Copy Deed filed under MS473423.

- 15 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

NOTE: Charge reference CH384540.

- 16 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.

- 17 (20.04.2023) The proprietor of the Charge dated 30 March 2023 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of leases of easements

- 1 Benefiting land : Units Level 1 Landside:1LR1.8;1LR.1.20;Level 3
landside: 3RL3.26 and Baggage Reclaim: RA.1.2 within
the passenger terminal building

Title Number of
benefiting land : -

Date of lease : 10 June 2005

Term of lease : from 1.1.2005 until 31.12 2010

Registration date: 06.09.2005

NOTE: Copy filed under MS297001

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	28.10.2002 edged and numbered 1 in blue.	Land on the south side of Hale Road	12.03.2002 50 years from 12.3.2002	MS463857
	NOTE: See entry in the Charges Register relating to a Deed of variation dated 23 December 2008			
2	09.06.2003 edged and numbered 2 in blue	Hangar No 4	05.02.2003 35 years from 31.8.2000	MS473423
	NOTE: See the entry in the Charges Register relating to a Deed of Variation dated 4 May 2018.			
3	30.10.2006 edged and numbered 4 in blue	Plot 3A, Eastern Airfield	08.02.2006 8.2.2006 until 11.3.2052	MS528320
	NOTE: See entry in the Charges Register relating to a Deed of variation dated 23 December 2008			
4	30.03.2009 Edged and numbered 5 in blue	Transmitting Station, Hale Road	04.03.2009 80 years from 4.3.2009	MS562996
	NOTE: See entry in the Charges Register relating to a Deed of Variation dated 29 April 2019			

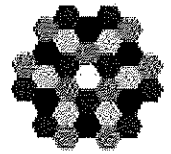
Title number MS321998

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
5	11.01.2016 3	Land at Hale Road	14.12.2015 125 years from 14/12/2015	MS628426
6	30.05.2019 Edged and numbered 6 in blue (part of)	Land on the south side of Hale Road	22.05.2019 99 years from and including 22 May 2019	MS669856
7	11.07.2019 edged and numbered 2 in blue	Hangar 4	04.05.2018 17 years from and including 31 August 2035 to midnight on 30 August 2052	MS671523

NOTE: This is a reversionary lease.

End of register



Official copy of register of title

Title number MS436566

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:19:00.
- 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 29 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, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

MERSEYSIDE : LIVERPOOL

- 1 (20.10.2000) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being LAND ON THE SOUTH SIDE OF Dunlop Road, Liverpool.
- 2 (20.10.2000) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 27 February 1997
 Term : 999 years from 27 February 1997
 Rent : As therein mentioned
 Parties : (1) Liverpool City Council
 (2) Liverpool Airport PLC
- 3 (20.10.2000) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.
- 5 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 6 (22.07.2010) The land has the benefit of the rights granted by a deed of easement dated 21 June 2010 made between (1) Peel Investments (North) Limited and (2) Liverpool Airport Limited.

Title number MS436566

A: Property Register continued

Note 1: The rights granted by the deed are in part granted over land demised by a registered lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said lease.

¬Note 2: Copy filed under MS431117.

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 (20.10.2000) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (22.07.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 3 (20.04.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 March 2023 in favour of National Westminster Bank Plc referred to in the Charges Register or their conveyancer.

C: Charges Register

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

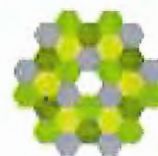
- 1 (22.07.2010) UNILATERAL NOTICE pursuant to clause 11 of an co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.
- 2 (22.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited (co.Regn.no. 2385999) of Peel Dome, The Trafford Centre, Manchester M17 8PL.
- 3 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

NOTE: Charge reference CH384540.
- 4 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 5 (20.04.2023) The proprietor of the Charge dated 30 March 2023 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

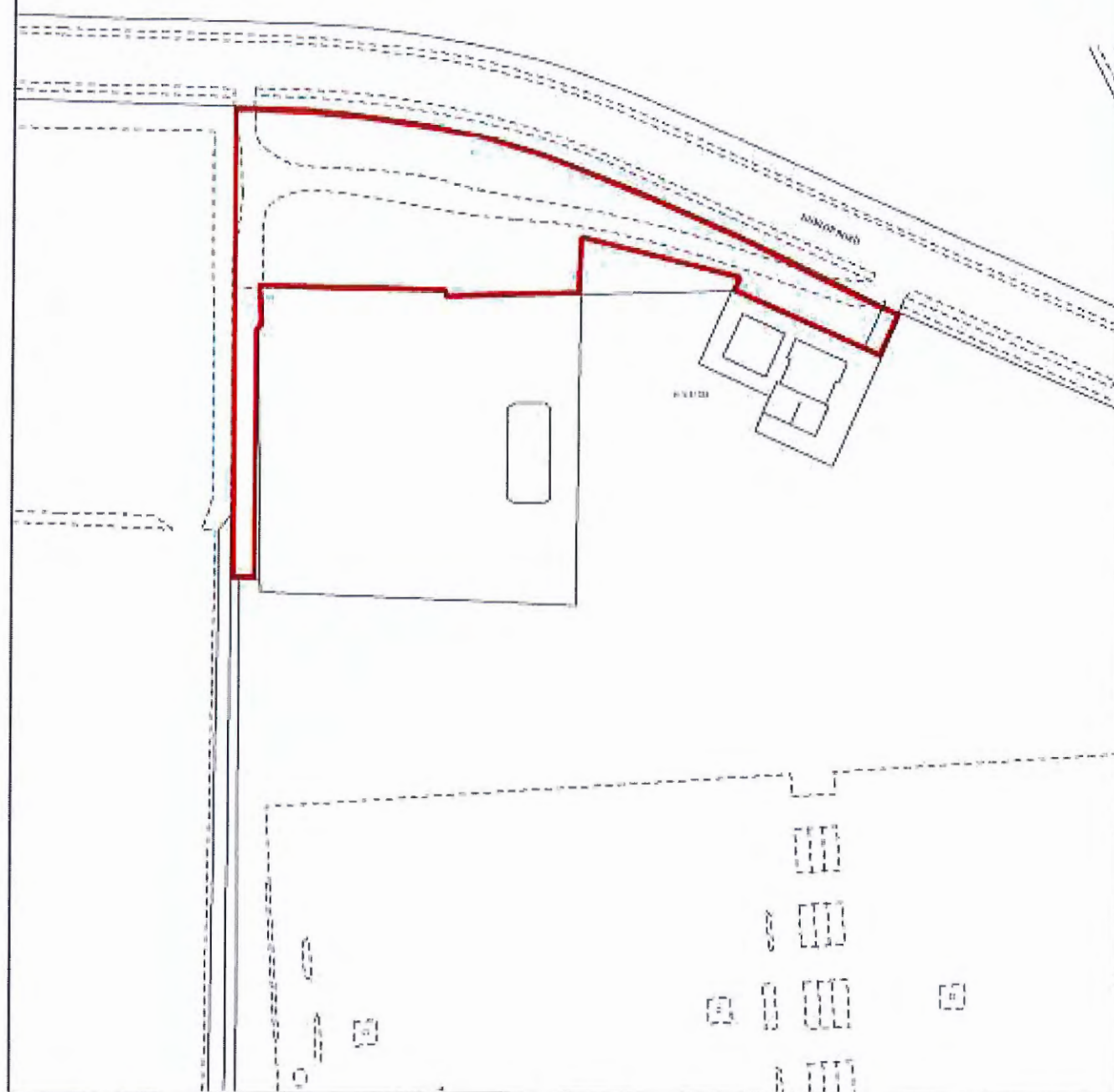
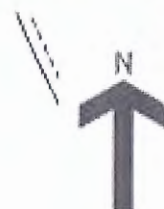
End of register

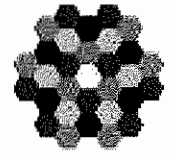
HM Land Registry
Official copy of
title plan

Title number **MS436566**
Ordnance Survey map reference **SJ4382NW**
Scale **1:1250**
Administrative area **Merseyside : Liverpool**



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Official copy of register of title

Title number MS575438

Edition date 23.11.2020

- This official copy shows the entries on the register of title on 31 JUL 2024 at 10:47:16.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 31 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, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

MERSEYSIDE : LIVERPOOL

1 (22.05.2005) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Land adjoining the river Mersey known as ogle foreshore Speke, Liverpool.

2 (22.05.2000) There are excluded from the registration of the land tinted blue on the title plan the mines and minerals excepted by a Conveyance of the freehold estate thereof dated 16 February 1929 made between (1) The King's Most Excellent Majesty and (2) The Lord Mayor Aldermen and Citizens of the City of Liverpool (the Corporation) in the following terms:-

"Except nevertheless and reserved unto His Majesty His Heirs Successors and Assigns All Royal Mines and all other mines mineral substances oil and gas lying at a greater depth than one hundred feet below the surface of the said foreshore together with all necessary and proper powers (including power to let down the surface of the said foreshore) rights and easements for getting the same by underground workings and without entering upon or in any way affecting or exercising any rights or powers whatsoever in and over the said foreshore and making from time to time to the Corporation their Successors or assigns or their lessees or tenants reasonable and adequate compensation for all damage done or occasioned to the said foreshore"

3 (23.08.2005) The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land in this title dated 25 March 2004 made between (1) Peel Investments (North) Limited (Transferor) and (2) Peel Airports (Liverpool) Limited (Transferee) :-

"The Property is transferred subject to and with the benefit of all rights to which it is subject or which benefit it (as appropriate) as at the date of this Transfer (including for the avoidance of doubt any rights over or benefiting the Retained Land)"

4 (14.07.2010) The land has the benefit of the rights granted by but is

A: Property Register continued

subject to the rights reserved by a transfer of the land in this title dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Vendor) and (2) Peel Investments (North) Limited (Vendor).

NOTE: Copy filed.

- 5 (14.07.2010) The transfer of the land in this title dated 21 June 2010 referred to above contains a provision as to rights of light or air and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 6 (22.05.2005) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 21 June 2010
Term : 999 years from 3 April 2000
Parties : (1) Liverpool City Council
(2) Peel Airports (Liverpool) Limited
NOTE: The Lease comprises also other land
- 7 (14.07.2010) By a transfer of land lying to the north east of the land in this title dated 21 June 2010 made between Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited the land in this title was with other land exonerated in equity from the rent reserved by the registered lease.
¬Note: copy filed under CH596568.
- 8 (14.07.2010) The land has the benefit of the rights reserved by the transfer dated 21 June 2010 referred to above.

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 (14.07.2010) PROPRIETOR: PEEL L&P INVESTMENTS (NORTH) LIMITED (Co. Regn. No. 187724) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.

C: Charges Register

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

- 1 (14.08.2009) The land is subject to the rights granted by a Conveyance of adjoining land dated 31 May 1990 made between (1) Liverpool City Council and (2) Liverpool Airport Plc.
NOTE: Copy filed under MS511046.
- 2 (25.10.2001) The land is subject to the rights granted by a Deed of Grant of Easements dated 21 August 2000 made between (1) Liverpool City Council (2) Peel Airports (Liverpool) Limited and (3) Speke-Garston Developments Limited.

The said deed also contains restrictive covenants by the Grantor.
NOTE: Copy filed under MS373041.
- 3 (14.07.2010) The land is subject to the rights granted by a deed of grant dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.
The said deed also contains restrictive covenants.

Note 1: The roadway coloured brown referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.

¬Note 2: Copy Filed under MS511046.

Title number MS575438

End of register

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

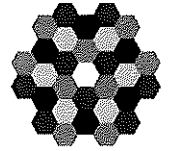
and

- (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

SSW3

This is the exhibit marked "SSW3" referred to in the witness statement of Stuart Sherbrooke Wortley.



Official copy of register of title

Title number ST180919

Edition date 10.06.2022

- This official copy shows the entries on the register of title on 30 MAR 2023 at 11:40:53.
- 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 31 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, Plymouth Office.

A: Property Register

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

NORTH SOMERSET

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Bristol International Airport, Bristol (BS48 3DY).
- 2 (20.12.1999) The mines and minerals are excluded from the registration of the land edged and numbered 12 in blue on the title plan.
- 3 (20.12.1999) The mines and minerals are excluded from the registration of the land edged and numbered 4 in blue on the title plan.
- 4 (20.12.1999) The mines and minerals are excluded from the registration of the land edged and numbered 13 in blue on the title plan.
- 5 (20.12.1999) A Conveyance of the land edged and numbered 4 in blue on the title plan dated 7 October 1931 made between (1) Thomas Flower (the Mortgagee) (2) Farnham Thom Flower and Richmond Flower (the Vendors) and (3) Stanley Theodore Rendall (the Purchaser) contains the following provision:-

"(4) The Purchaser and his successors in title shall not be entitled to any right of access of light or air to the building to be erected on the land hereby conveyed which would restrict or interfere with the free user of any other part of the said estate for building or any other purpose."
- 6 (20.12.1999) The mines and minerals are excluded from the registration of the land edged and numbered 3 in blue on the title plan.
- 7 (20.12.1999) By the Conveyance dated 1 April 1947 referred to in the Charges Register the land edged and numbered 9 in blue on the title plan was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of all mines and minerals under the land hereby conveyed which exception was contained in a Conveyance dated the thirty first day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and Oliver Richard Vauden of the other part."

NOTE: No further details of the Conveyance dated 31 March 1927 were supplied on first registration.

A: Property Register continued

- 8 (20.12.1999) By a Conveyance dated 14 August 1947 made between Gertrude Crane (the Vendor) and (2) Secretary of State for Air (the Purchaser) the land edged and numbered 11 in blue on the title plan was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of mines and minerals under the property hereby conveyed which exception was contained in a Conveyance dated the Twenty fourth day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and the Vendor of the other part."

NOTE: No further details of the Conveyance dated 24 March 1927 were supplied on first registration.

- 9 (20.12.1999) By a Conveyance dated 30 January 1948 made between (1) Francis Edwin Keel Reynolds (the Vendor) and (2) Secretary of State for Air (the Purchaser) the land edged and numbered 10 in blue on the title plan was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of mines and minerals under the property hereby conveyed which exception was contained in a Conveyance dated the Twenty fourth day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and the Vendor of the other part."

NOTE: No further details of the Conveyance dated 24 March 1927 were supplied on first registration.

- 10 (20.12.1999) The land edged and numbered 17 in blue and edged and numbered 7, 9, 10, 11 and 16 in blue on the title plan has the benefit of the following rights granted by a Conveyance of the land edged and numbered 17 in blue on the title plan and other land dated 19 February 1948 made between (1) James Winstone (the Vendor) and (2) Secretary of State for Air (the Purchaser):-

"1. THE Vendor as beneficial owner hereby grants unto the Purchaser all the rights in relation to the restricted area that is to say in relation to the property described in the Second Part of the First Schedule hereto which said rights are described in the Second Schedule hereto to the intent that such rights shall be for ever appurtenant to the conveyed property and the adjoining land (which adjoining land is described in the Third Part of the First Schedule hereto) for all purposes connected with the use occupation and enjoyment thereof and of all land and premises (hereinafter called "the additional property") adjacent or near to the conveyed property or the adjoining land which are now or shall be at any time hereafter owned or occupied by the Purchaser and his successors or assigns in whatsoever state the conveyed property or the adjoining land or the additional property may be or to whatever use and purposes they or any part thereof respectively or any erection or building thereon may be put

THE FIRST SCHEDULE

SECOND PART

Description of land in respect of which covenants are entered into by the Vendor and over which rights are granted to the Purchaser.

ALL THOSE pieces of land containing 49.865 acres or thereabouts situate in the Parish of Wrington in the County of Somerset delineated on the plan annexed hereto and thereon coloured blue which said pieces of land form part of Cornerpool Farm and are more particularly described by reference to the numbers on the Ordnance Survey Map for the said Parish (1903 Edition) (Sheet Somerset XI. 7) and the acreages as follows:-

Number on O.S. Map	Area in Acres
176	6.565
177	6.183
178	4.694

A: Property Register continued

	179	.471
	180	1.488
	181	.543
	182	1.225
Part	183	5.440
Part	185	17.944
	212	5.312
TOTAL ...		49.865 Acres

THIRD PART

Description of the adjoining land of the Purchaser

ALL THOSE pieces of land situate in the Parish of Wrington in the County of Somerset delineated on the plan annexed hereto and thereon coloured green which said land forms part of the Lulsgate Bottom Aerodrome

THE SECOND SCHEDULE

RIGHTS affecting the restricted area

1. Full and free right liberty and authority for the Purchaser and his officers agents servants and workmen from time to time and at all times hereafter within the period (hereinafter called "the said period") ending on the expiration of twenty one years after the death of the last survivor of the descendants now living of His late Majesty King George V to cut fell lop or prune any timber and trees now standing on the restricted area or any part thereof or in the hedges bounding the same and for that purpose to enter upon the restricted area or any part thereof the Purchaser doing as little damage as possible to the restricted area and making reasonable compensation for any damage caused to the restricted area or any crops thereon by such felling any timber so felled remaining the property of the Vendor or other the owner for the time being of the land on which the same was growing PROVIDED that the right granted by this paragraph shall not prejudice or affect the covenants contained in the Third Schedule to the before written deed prohibiting the planting or growing hereafter of any trees or hedges on the restricted area.

2. Such easements or rights of interference with the free use of the restricted area as may be necessary to the full extent of and in accordance with the covenants on the part of the Vendor in the before-written deed and in the Third Schedule thereto contained and so as to render the same in all respects effective.

NOTE: The land edged and numbered 17 in blue on the title plan comprises part of "The Conveyed Property" mentioned in clause 1. The land coloured blue mentioned in the second part of the first schedule is edged and numbered 18 in blue on the title plan. The land edged and numbered 7, 9, 10, 11 and 16 in blue on the title plan comprises part of the land coloured green mentioned in the third part of the first schedule.

- 11 (20.12.1999) The Conveyance dated 19 February 1948 referred to above contains the following covenants which are expressed to be for the benefit of the land edged and numbered 17 in blue and edged and numbered 7, 9, 10, 11 and 16 in blue on the title plan:-

"2. THE Vendor for himself and the persons deriving title under him (to the intent and so that the covenants herein contained shall be binding on the restricted area and every part thereof by whomsoever the restricted area or any part thereof shall for the time being be owned or occupied and may enure for the benefit of the Purchaser and his successors in title and assigns owner or owners for the time being of the conveyed property or of the adjoining land or of the additional property or of any part thereof) hereby COVENANTS with the Purchaser and his successors in title to the conveyed property and to the adjoining land and to the additional property in manner set out in the Third Schedule hereto.

THE THIRD SCHEDULE

A: Property Register continued

COVENANTS affecting the restricted area

(a) That no building structure or other erection fence shed stack or chimney or obstacles of any kind or of whatever description and whether permanent or temporary shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the restricted area and that no existing fencing or any fencing hereafter to be erected in substitution therefor on the restricted area shall be increased in height beyond the height of the fencing now standing thereon

(b) That no trees or hedges of whatever description shall be planted or be permitted to be planted hereafter or to grow on the restricted area

(c) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or remain over the restricted area

(d) That in the event of any breach of any of the covenants hereinbefore contained occurring within the said period defined in the Second Schedule to the before-written deed if the Vendor or any person deriving title under him in respect of the restricted area shall for fourteen days after notice in writing given by the Purchaser or his successors in title in respect of the conveyed property or the adjoining land or the additional property or any part thereof requiring such breach to be remedied fail or neglect to comply with such covenant and to remedy the breach accordingly the Purchaser and his successors in title or his or their assigns or his or their officers and agents shall have the right and liberty within the said period to enter upon the restricted area or any part thereof with or without workmen servants and agents authorised by him or them and to pull down and demolish any such buildings structures or other erections as aforesaid and any mast overhead cable or wire and to cut fell lop or prune any timber trees or hedges placed erected planted or growing upon the restricted area in contravention of the covenants hereinbefore contained or the rights hereby granted and to carry out any work necessary to comply with such covenants the Vendor or his successors in title as aforesaid paying the cost and expense thus incurred the Purchaser nevertheless doing as little damage as possible to the restricted area PROVIDED ALWAYS that any action taken by the Purchaser or his successors in title as aforesaid under this sub-clause shall be without prejudice to any other rights and remedies of him or them in respect of any breach of the covenants hereinbefore contained or otherwise."

NOTE: The land edged and numbered 17 in blue on the title plan comprises part of "The Conveyed Property" mentioned in clause 2. The land edged and numbered 7, 9, 10, 11 and 16 in blue on the title plan comprises part of "The Adjoining Land" also mentioned in clause 1 and "The Restricted Area" is the land edged and numbered 18 in blue on the title plan.

- 12 (20.12.1999) The land edged and numbered 8 in blue and edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan has the benefit of the following rights reserved by the Deed of Exchange dated 5 November 1948 referred to in the Charges Register:-

"EXCEPT AND RESERVING unto the Secretary of State in fee simple all the rights described in the Second Schedule hereto in relation to the green land to the intent that such rights shall be for ever appurtenant to the pink land and the adjoining land that is to say the land described in the Third Part of the First Schedule hereto as aforesaid for all purposes connected with the use occupation and enjoyment thereof and of all land and premises (hereinafter called "the additional property") adjacent or near to the pink land or the adjoining land which are now or shall be at any time hereafter owned or occupied by the Secretary of State and his successors or assigns in whatsoever state the pink land or the adjoining land or the additional property may be or to whatever use and purposes they or any part thereof respectively or any building or erection thereon may be put

A: Property Register continued

THE FIRST SCHEDULE before referred to

THIRD PART

(Being a description of the adjoining land
of the Secretary of State)

ALL THOSE pieces or parcels of land situate in the Parish of Wrington in the County of Somerset delineated on the plan marked "Plan A" annexed hereto and thereon coloured blue which said pieces or parcels of land form part of the Lulsgate Bottom Aerodrome

THE SECOND SCHEDULE above referred to

(Being the rights in relation to the green
land reserved to the Secretary of State)

1. Such easements or rights or interference with the free use of the green land as may be necessary to the full extent of and in accordance with the covenants on the part of Mr. Marshall in the before-written deed and in the Third Schedule thereto contained and so as to render the same in all respects effective

2. Full and free right liberty and authority for the Secretary of State and his officers agents servants and workmen from time to time and at all times hereafter within the period (hereinafter called "the said period") ending on the expiration of 21 years after the death of the last survivor of the descendants now living of His late Majesty King George V to cut fell lop or prune any timber and trees growing on the green land or any part thereof or in the hedges bounding the same the height whereof shall be such as to constitute a breach of the covenants by Mr. Marshall contained in the before-written deed and in the Third Schedule thereto and for that purpose to enter upon the green land or any part thereof the Secretary of State doing as little damage as possible to the green land and making reasonable compensation for any damage caused to the green land or any crops thereon by such felling any timber so felled remaining the property of Mr. Marshall or other the owner for the time being of the land on which the same was growing PROVIDED that the aforesaid right liberty and authority shall not prejudice or affect the aforesaid covenants by Mr. Marshall."

NOTE: "The Green Land" is edged and numbered 1 and 2 in blue on the title plan. "The Pink Land" is the land edged and numbered 8 in blue on the title plan. The land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan comprises part of the land coloured blue on the Deed Plan A mentioned in the third part of the first schedule.

13 (20.12.1999) The Deed of Exchange dated 5 November 1948 referred to in the Charges Register contains the following covenants which are expressed to be for the benefit of the land edged and numbered 8 in blue and edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan:-

"3. IN further pursuance of the said agreement and in consideration of the premises:-

(i) Mr. Marshall for himself and the persons deriving title under him (to the intent and so that the covenants herein contained shall be binding on the green land and every part thereof by whomsoever the green land or any part thereof shall for the time being be owned or occupied and may enure for the benefit of the Secretary of State and his successors in title and assigns owner or owners for the time being of the pink land or of the adjoining land or of the additional property or of any part thereof) hereby covenants with the Secretary of State and his successors in title to the pink land and to the adjoining land and to the additional property in manner set out in the Third Schedule hereto

THE THIRD SCHEDULE above referred to

(Being the restrictive covenants entered into
by Mr. Marshall in relation to the green land)

A: Property Register continued

(a) That no building structure or other erection of any kind or of whatever description (whether permanent or temporary) being more than two storeys in height shall at any time be erected built or placed or be permitted to be erected built or placed on the green land or any part thereof

(b) That no building structure or other erection fence shed stack or chimney or obstacle of any kind or of whatever description and whether permanent or temporary exceeding thirty feet in height from the ground level shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the part of the green land hatched yellow on the plan marked "Plan B" annexed hereto or any part thereof and that no tree or hedge on such part of the green land shall be permitted to grow to a height exceeding thirty feet

(c) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or to remain at a height exceeding thirty feet from the ground level upon over or across the said part of the green land hatched yellow on the said plan marked "Plan B" annexed hereto

(d) That no building structure or other erection fence shed stack or chimney or obstacle of any kind or of whatever description and whether permanent or temporary exceeding twenty feet in height from the ground level shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the part of the green land hatched red on the said plan marked "Plan B" annexed hereto or any part thereof and that no tree or hedge on such last mentioned part of the green land shall be permitted to grow to a height exceeding twenty feet

(e) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or to remain at a height exceeding twenty feet from the ground level upon over or across the said part of the green land hatched red on the said plan marked "Plan B" annexed hereto

(f) That in the event of any breach of any of the covenants hereinbefore contained occurring within the said period defined in the Second Schedule to the before-written deed if Mr. Marshall or any person deriving title under him in respect of the green land or any part thereof shall for fourteen days after notice in writing given by the Secretary of State or his successors in title in respect of the pink land or the adjoining land or the additional property or any part thereof requiring such breach to be remedied fail or neglect to comply with such covenant and to remedy the breach accordingly the Secretary of State and his successors or his or their assigns or his or their officers and agents shall have the right and liberty within the said period to enter upon the green land or any part thereof with or without workmen servants and agents authorised by him or them and to pull down and demolish any building structure or other erection as aforesaid and any mast overhead cable wire or obstacle and to cut fell lop or prune any timber trees or hedges placed erected carried growing or being upon over or across any part of the green land in contravention of any of the covenants hereinbefore contained or the rights hereinbefore granted and to carry out any work necessary to comply with such covenants Mr. Marshall or his successors in title as aforesaid paying the expense thus incurred the Secretary of State nevertheless doing as little damage as possible to the green land PROVIDED ALWAYS that any action taken by the Secretary of State or his successors in title as aforesaid shall be without prejudice to any other rights and remedies of him or them in respect of any breach of the covenants hereinbefore contained or otherwise."

NOTE: "The Green Land" mentioned in clause 3 is edged and numbered 1 and 2 in blue on the title plan. "The Pink Land" also mentioned in clause 3 is the land edged and numbered 8 in blue on the title plan. The land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan comprises part of "The Adjoining Land" "The Green Land" hatched yellow on the deed plan B mentioned in paragraph (b) of the third schedule is edged and numbered 1 in blue on the title plan. "The Green Land" hatched red on the said deed plan mentioned in paragraph

A: Property Register continued

(d) of the third schedule is edged and numbered 2 in blue on the title plan.

- 14 (20.12.1999) The Deed of Exchange dated 5 November 1948 referred to in the Charges Register contains the following provision:-

"(vi) Notwithstanding anything in the conveyance of the green land hereinbefore contained the Secretary of State and his successors in title owner or owners for the time being of the adjoining land or of the additional property or of any part thereof shall be fully at liberty to erect such buildings on any part of the adjoining land or of the additional land or to use the same in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by Mr. Marshall or his successors in title may be obstructed diminished or destroyed and such access and use of light and air as last aforesaid shall notwithstanding the conveyance hereinbefore contained be and henceforth continue to be enjoyed by Mr. Marshall and his successors in title by virtue of the agreement hereby expressly made for that purpose and not otherwise."

NOTE: "The Green Land" is edged and numbered 1 and 2 in blue on the title plan and the land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan comprises part of "The Adjoining Land"

- 15 (20.12.1999) The land edged and numbered 15 in blue on the title plan has the benefit of the following rights reserved by a Conveyance of the land edged and numbered 14 in blue on the title plan dated 18 June 1982 made between (1) The City Council of Bristol (the Corporation) and (2) John Edward Marshall (the Purchaser):-

"SUBJECT to the right hereby reserved for the Corporation to retain on the land shown coloured red hatched black on the said plan the existing navigational aids and other airport equipment with the rights to enter upon the said land to maintain replace and renew the same and to place or install on the said land such additional aids or equipment as the Corporation shall in their sole discretion think fit PROVIDED ALWAYS that the Corporation shall not be liable to pay compensation for damage or disturbance or loss to the Purchaser in the exercise of such rights."

NOTE: The land coloured red hatched black on the conveyance plan is tinted yellow on the title plan.

- 16 (20.12.1999) The Conveyance dated 18 June 1982 referred to above contains the following covenants which are expressed to be for the benefit of the land in this title:-

"2. The Purchaser on behalf of himself and his successors in title hereby covenants with the Corporation so as to benefit and protect the adjoining land of the Corporation comprising Bristol Airport or any part or parts thereof that so long as the adjoining land shall be used for the purpose of an airport he will (a) Not in any way interfere with or cause damage to the existing navigational aids and other airport equipment nor allow or cause interference with or damage to the said aids or equipment

(b) Not to build or place or have on the land any building or structure

(c) Not build any hayrick or retain on the land agricultural equipment or any implements or tools or pipes or wires or other metallic objects which the General Manager of the airport shall require to be removed or do anything knowingly to endanger the aircraft landing or taking off at the airport."

- 17 (20.12.1999) The Conveyance dated 18 June 1982 referred to above contains the following provision:-

"3. It is hereby declared that the fences on the South and East sides of the land hereby conveyed shall belong to the Purchaser and the fence on the North boundary shall belong to the adjoining owner."

- 18 (23.03.2010) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or

A: Property Register continued

numbers shown in green on the said plan.

- 19 (23.03.2010) 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 ST283749 in green on the title plan dated 30 September 2009 made between (1) Bristol International Airport Limited and (2) South West Airports Limited.

NOTE 1:-Copy filed under ST283749.

NOTE 2: See entry relating to a supplemental deed dated 27 February 2020 referred to below.

- 20 (14.03.2018) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ST343009 in green on the title plan dated 29 September 2017 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under ST343009.

- 21 (27.07.2018) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ST346326 in green on the title plan dated 26 June 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under ST346326.

- 22 (18.12.2018) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ST349430 in green on the title plan dated 25 September 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under ST349430.

- 23 (18.12.2018) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ST349437 in green on the title plan dated 28 November 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under ST349437.

- 24 (18.12.2018) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ST349438 in green on the title plan and other land dated 22 November 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under ST349438.

- 25 (26.02.2019) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ST351064 in green on the title plan dated 20 December 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by/as mentioned in the said deed and affect the registered land.

NOTE: Copy filed under ST351064.

- 26 (28.02.2020) A deed dated 27 February 2020 made between (1) Bristol Airport Limited and (2) South West Airports Limited is expressed to be supplemental to the Transfer dated 30 September 2009 referred to above.

NOTE: Copy filed under ST283749.

- 27 (08.04.2022) The land in this title has the benefit of (except as mentioned in the note below) any legal easements reserved by a Transfer

A: Property Register continued

which included the land edged and numbered ST371655 in green on the title plan and other land dated 31 December 2019 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE 1: The easements reserved by are included in the registration only so far as they are capable of subsisting at law and are reserved over the land ST371655.

NOTE 2: Copy filed under ST371655.

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 (20.12.1999) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 2078692) of Lulsgate, Bristol, BS48 3DY.
- 2 (08.06.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 May 2015 in favour of Credit Agricole Corporate And Investment Bank referred to in the Charges Register or their conveyancers.

C: Charges Register

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

- 1 (20.12.1999) A Conveyance of the land edged and numbered 13 in blue on the title plan dated 4 June 1936 made between (1) Farnham Thom Flower (the Vendor) (2) Thomas Flower (the Mortgagee) and (3) Harry Febrey and Bessie Annie Febrey (the Purchasers) contains the following covenants:-

"4. THE Purchasers so as to bind (so far as practicable) the property hereby conveyed into whosoever the same may come and to protect the Vendor's adjoining property but no so as to be personally liable under this covenant after the Purchasers shall have parted with all interest in the said property hereby covenant with the Vendor that any dwellinghouse with or without greenhouse garage and other outbuildings for use in connection therewith shall be erected at the cost of Five Hundred Pounds at the least."
- 2 (20.12.1999) The roadway between the points marked A and B on the title plan is subject to the following rights reserved by a Deed of Grant dated 29 September 1936 made between (1) Henry John Sainsbury (Grantor) and (2) Laura Daisy Flower (Grantee):-

"The Grantor as Beneficial Owner hereby grants unto the Grantee in fee simple FULL AND FREE right and liberty for the Grantee and the owner or owners for the time being of the said property coloured Pink on the said Plan and all other persons with her and their permission in common nevertheless with the Grantor and all other persons having a like right or authorized by the Grantor or other the owner or owners for the time being of the piece of land coloured Green on the said Plan at all times hereafter by night or day with or without horses cattle or other animals carts carriages motors or other vehicles of any description for all purposes whatsoever connected with the use and enjoyment of the said property coloured Pink on the said Plan (howsoever used or occupied) to pass and repass along over and upon the said Roadway between the points marked A and B on the said Plan TO HOLD the said right of way hereby granted as appurtenant to the said property coloured Pink on the said Plan and every part thereof.

2. The Grantee covenants with the Grantor and his successors in title

C: Charges Register continued

to the said property coloured Green on the said Plan that the Grantee and her successors in title will forthwith and to the reasonable satisfaction of the Grantor make and stone the said Roadway and surface the same with gravel so as to form a good and sufficient roadway for use with any dwellinghouses which may henceforth be erected on the said lands coloured Pink and Green on the said Plan and will from time to time contribute a fair proportion according to user of the costs of keeping the said Roadway in repair the proportion in case of difference to be ascertained by a single Arbitrator appointed under the Arbitration Act 1889 Provided always that nothing herein contained shall prevent or prohibit the Grantor or his successors in title to the said piece of land coloured Green on the said Plan or to any part thereof from making such use as he or they may desire of the said Roadway as a Roadway to the said piece of land coloured Green or to any houses henceforth to be built thereon subject to him or them contributing from time to time a fair proportion of the cost of keeping the said Roadway in repair."

NOTE: The land coloured pink on the deed plan is edged and numbered 6 in blue on the title plan. The points marked A and B on the deed plan are reproduced on the title plan. The land edged and numbered 23 in blue on the title plan comprises part of the land coloured green on the deed plan.

- 3 (20.12.1999) By a Conveyance dated 27 March 1946 made between (1) Francis Henry Ashman and others (the Vendors) and (2) Secretary of State for Air (the Purchaser) the land edged and numbered 16 in blue on the title plan together with other land was conveyed subject as follows:-

"Subject nevertheless to the legal rights of way and water and other actual easements apparent easements and quasi-rights and to the powers and provisions contained in the Bristol Waterworks Acts more particularly mentioned in a Conveyance dated the Seventh day of September One thousand eight hundred and ninety five and made between Francis William Forester of the first part The Right Honourable William Waldegrave Earl of Selborne and Frederick George Hilton Price of the second part and James Sanders of the third part being a Conveyance of the property hereby conveyed with other property so far as the same relate to or affect the property hereby conveyed and are still subsisting undetermined and capable of taking effect or being enforced."

NOTE: No further details of the Conveyance dated 7 September 1895 were supplied on first registration.

- 4 (20.12.1999) The land between the points marked X, Y and Z on the title plan is subject to the following rights contained in a Conveyance of the land edged and numbered 9 in blue on the filed plan and other land dated 1 April 1947 made between (1) Matthew Henry Laxton (the Vendor) and (2) Secretary of State for Air (the Purchaser):-

"SUBJECT ALSO to such right (if any) as may be subsisting of the owner and occupiers of the adjoining property known as Cook's Farm to use the roadway or track across the property hereby conveyed between the points marked X Y and Z on the said plan."

NOTE 1: The Points marked X, Y and Z on the conveyance plan are reproduced on the title plan.

By the Deed of Exchange dated 5 November 1948 referred to below the right contained in the said conveyance was released in the following terms:-

"Mr. Marshall as beneficial owner hereby RELEASES unto the Secretary of State ALL such right of way as Mr. Marshall or other the owner or owners for the time being of Cook's Farm aforesaid has heretofore enjoyed over or in respect of the strip of land or track (hereinafter called "the old track") lying between the point marked R on the plan marked "Plan B" annexed hereto and the point marked G thereon to the intent that such rights shall merge in the fee simple in the old track and be extinguished."

C: Charges Register continued

NOTE 2: The Points marked R and G on the deed plan B are shown as X and G respectively on the title plan.

- 5 (20.12.1999) The land tinted mauve on the filed plan is subject to the following rights granted by a Deed of Exchange of the land edged and numbered 8 in blue on the title plan dated 5 November 1948 made between (1) Douglas Marshall (Mr Marshall) and (2) Secretary of State for Air (the Secretary of State):-

"(iii) The Secretary of State hereby grants unto Mr. Marshall and his successors in title owner or owners for the time being of the green land or of the property adjoining thereto known as Cook's Farm or any part or parts thereof and his or their tenants and licensees (hereinafter together called "the authorised persons") in common with the Secretary of State and all persons authorised by him the right at all times and for all purposes with or without animals or vehicles of every kind to pass and repass over and along the strip of land or track (hereinafter called "the new track") hatched black on the plan marked "Plan B" annexed hereto between the point marked B and the said point marked G thereon and thence over the road or track heretofore used by Mr. Marshall and the owner or owners aforesaid to and from the green land and Cook's Farm aforesaid Mr. Marshall and his successors in title as aforesaid paying to the Secretary of State or his successors in title owner or owners for the time being of the new track such proportion of the costs of keeping the new track and the macadamised surface thereof in as good state of repair and condition as the same is now in as shall be fair and reasonable having regard to the extent of the user thereof for the time being of the authorised persons the amount of such costs to be certified by one of the Principle Officers for the time being of the Secretary of State and if any dispute or difference shall arise as to the monies to be paid by Mr. Marshall hereunder the same shall be settled by an arbitrator to be agreed between the parties hereto or in default of agreement to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and subject to and in accordance with the Arbitration Acts 1889 to 1934 or any statutory modification thereof for the time being in force."

NOTE: "The Green Land" is edged and numbered 1 and 2 in blue on the title plan. The land hatched black on the deed plan B is tinted mauve on the title plan and the points marked B and G are lettered H and G respectively on the title plan.

- 6 (20.12.1999) A Conveyance of the land edged and numbered 4 in blue on the title plan dated 2 August 1984 made between (1) Stanley Theodore Rendall (the Vendor) and (2) The City Council of Bristol (the Council) contains the following covenants:-

"3. THE Council HEREBY COVENANTS with the Vendor to the intent that the burden of this Covenant may run with and bind the property hereby conveyed and every part thereof and to the intent that the benefit thereof may be annexed to and run with the property of the Vendor edged blue on the said plan and every part thereof not to construct any building having a height of more than 3 metres on the land hereby conveyed within 10 metres of the boundary A B."

NOTE: The land edged blue was not shown on the conveyance plan but is believed to be the land edged and numbered 5 in blue on the title plan. The points A B are shown lettered V and W respectively on the title plan.

- 7 (20.12.1999) 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.
- 8 (27.04.2005) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 19 in brown on the title plan dated 14 September 1999 referred to in the Schedule of leases hereto as varied by a Deed of Variation dated 18 November 2004 made between (1) Bristol International Airport Limited (2) Gate Gourmet London Limited and (2) Gate Gourmet UK Limited:-

"Together with the rights set out in Schedule 2

C: Charges Register continued

Schedule 2

Rights granted

The following rights in common with the Landlord and all others for the time being authorised by the Landlord or otherwise entitled for the Tenant and any permitted undertenant or permitted occupier of the Premises

1. a right of way with or without vehicles to and from the public highway over the Retained Land by such routes as the Landlord shall notify to the Tenant in writing adequate at all times for the Permitted Use subject to the rights of the Landlord:

(a) to erect security or other gates or barriers if the Tenant is provided with a key to them and

(b) to realign the right of way upon written notice to the Tenant but any such realigned right of way shall lead to the public highway and not materially diminish or affect the Tenant's use and enjoyment of the Property for the purposes of its business

2. a right of access across the Airport Apron for the purpose only of supplying in-flight catering and bonded goods to aircraft PROVIDED THAT such use is to comply with the Apron Code of Practice and such directions as may from time to time reasonably and properly be given by the Landlord for the regulation and direction of traffic over the Airport Apron

3. the right to connect to and use all Conduits from time to time serving the Premises and running under the Retained Land"

- 9 (27.04.2005) By a Deed dated 18 November 2004 made between (1) Bristol International Airport Limited (2) Gate Gourmet London Limited and (3) Gate Gourmet UK Limited the terms of the Lease dated 14 September 1999 of numbered 19 in brown on the title plan referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under ST234358.

- 10 (10.02.2006) UNILATERAL NOTICE affecting the land edged and numbered 28 in brown on the title plan in respect of The company entitled to the benefit of the provisions of an option agreement dated 1 February 2006 made between (1) Bristol International Airport Limited and (2) WPD Property Investments Limited being an option agreement for the grant of a lease of the land at Bristol International Airport, Lulsgate, Bristol.

- 11 (10.02.2006) BENEFICIARY: WPD Property Investments Limited care of Estates Manager, Avonbank, Feeder Road, Bristol, BS2 0TB.

- 12 (21.12.2007) The land is subject to the easements granted by a lease dated 11 December 2007 of the land edged and numbered 30 in brown on the title plan for a term commencing on 25 March 2007 and expiring on 28 September 2008. (NSE)

NOTE: Copy filed.

- 13 (18.01.2008) By a Deed dated 19 December 2007 made between (1) Bristol International Airport Limited (2) WPD Property Investment Limited and (3) Vodafone Limited the terms of the lease dated 1 February 2006 of Land and buildings at Bristol International Airport referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under ST243972.

- 14 (07.10.2009) The land is subject to the easements granted by a lease dated 5 October 2009 of Suite 4B, Old Terminal Building, Bristol International Airport for a term commencing on 25 March 2008 and expiring on 24 March 2011.

NOTE: Copy filed.

- 15 (28.10.2009) UNILATERAL NOTICE in respect of a lease of certain areas

C: Charges Register continued

in the Terminal Building dated 2 October 2009 made between (1) Bristol International Airport Limited and (2) Vodafone Limited from 29 September 2007 to 24 December 2013.

- 16 (28.10.2009) BENEFICIARY: Vodafone Limited of Vodafone House, The Connection, Newbury RG14 2FN.
- 17 (29.03.2011) An Agreement dated 16 February 2011 made between (1) North Somerset District Council (2) Bristol Airport Limited and (3) Credit Agricole Corporate and Investment Bank pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title and other land.

NOTE: Copy filed.

- 18 (14.03.2012) The land is subject to the easements granted by a Lease of Building 48 dated 28 February 2012 made between (1) Bristol Airport Limited and 2) Servisair UK Limited for a term commencing on 24 June 2011 and expiring on 23 June 2014.

NOTE: Copy filed.

- 19 (20.07.2012) The land is subject to the easements granted by a lease dated 29 June 2012 of Building 93 for a term commencing on 29 June 2012 and expiring on 23 June 2014.

NOTE:- Copy filed.

- 20 (26.09.2012) The land is subject to the easements granted by a lease dated 28 February 2012 of First Floor Offices, Northside House for a term commencing on 28 February 2012 and expiring on 23 June 2014.

NOTE 1:- The grant of the rights in the above lease has not been completed by registration in accordance with section 27 of the Land Registration Act 2002 and so does not operate at law.

NOTE 2:- Copy filed.

- 21 (18.12.2012) The land is subject to the easements granted by a lease dated 28 February 2012 of first floor offices, The Terminal Building, Bristol Airport for a term commencing on 28 February 2012 and expiring 23 June 2014.

NOTE: Copy filed

- 22 (18.12.2012) The land is subject to the easements granted by a lease dated 6 December 2012 of ground floor premises The Terminal Building, Bristol Airport for a term commencing on 6 December 2012 and expiring on 23 June 2014.

NOTE: Copy filed

- 23 (18.12.2012) The land is subject to the easements granted by a lease dated 6 December 2012 of the Passenger Handling Office, Unclaimed Baggage Store and of Ticket desks and Office on the ground floor of The Terminal Building, Bristol Airport for a term commencing on 6 December 2012 and expiring on 23 June 2014.

NOTE: Copy filed

- 24 (05.03.2014) UNILATERAL NOTICE affecting Cell Sites 37778, 37779 and 6072, Terminal Building, Bristol Airport in respect of a Lease dated 18 February 2014 made between (1) Bristol Airport Limited and (2) Cornerstone Telecommunications Infrastructure Limited.

- 25 (05.03.2014) BENEFICIARY: Cornerstone Telecommunications Infrastructure Limited of The Exchange Building 1330, Arlington Business Park, Theale, Berkshire RG7 4SA.

- 26 (21.07.2014) The land is subject to the easements granted by a Lease dated 6 June 2014 of Telecommunications installation in the terminal building for a term commencing on 22 November 2011 and expiring on 21 November 2017.

NOTE:-Copy filed.

Title number ST180919

C: Charges Register continued

- 27 (16.02.2015) The parts of the land affected thereby are subject to the rights granted by a Lease dated 6 February 2015 referred to in the schedule of leases hereto.

NOTE: Copy lease filed under ST318800 .

- 28 (08.06.2015) REGISTERED CHARGE dated 7 May 2015 affecting also other titles.

NOTE: Charge reference ST163374.

- 29 (08.06.2015) Proprietor: CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK (incorporated in France) (UK Regn. No. FC008194) of Broadwalk House, 5 Appold Street, London EC2A 2AG.

- 30 (08.06.2015) The proprietor of the Charge dated 7 May 2015 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 31 (25.07.2019) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electronic Communications site at basement level in the terminal building dated 10 May 2019 referred to in the schedule of leases hereto.

NOTE: Copy lease filed under ST356631 .

- 32 (23.09.2019) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electronic Communications Area, Terminal Building (basement level) dated 18 February 2019 referred to in the schedule of leases hereto.

NOTE: Copy lease filed under ST355449 .

- 33 (03.12.2019) The parts of the land affected thereby are subject to the rights granted by a Lease of Engineering Facilities room at Ground Floor Level in Northside House, dated 8 November 2019 referred to in the schedule of leases hereto.

NOTE: Copy lease filed.

- 34 (03.02.2021) The land is subject to the easements granted by a lease of Offices and Operations Room in Aviation House dated 28 September 2020 made between (1) Bristol Airport Limited and (2) The Secretary Of State For Housing, Communities And Local Government On Behalf Of The Crown for a term commencing 14 November 2019 and expiring on 13 November 2024.

NOTE:-Copy filed under ST351064.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	19.10.2004 Edged and numbered 26 in brown	Land and buildings at Bristol International Airport	15.07.2004 30 years from 21.06.2004	ST230678
2	14.03.2005 Edged and numbered 19 in brown	Land at Bristol International Airport	14.09.1999 from 30.06.1999 until 09.04.2047	ST234358
	<i>NOTE: See entry in the Charges Register relating to a Deed of Variation dated 18 November 2004</i>			
3	07.03.2005 Edged and numbered 29 in brown	Land and buildings at Bristol International Airport	01.02.2006 50 years from 01.02.2006	ST243972

Schedule of notices of leases continued

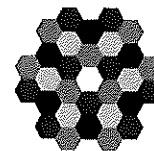
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
NOTE: See entry in the Charges Register relating to a Deed of variation dated 19 December 2007.				
4	28.01.2014 Edged and numbered 33 in brown	Land at Bristol International Airport	19.12.2013 25 years from 19.12.2013	ST311076
5	16.02.2015 Edged and numbered 34 in brown (NSE)	Land and buildings at Bristol International Airport	06.02.2015 From and including 06.02.2015 to and including 31.01.2056	ST318800
6	29.04.2015 Edged and numbered 35 in brown	Southside Hangar	02.04.2015 25 years from 27.09.2014	ST320180
7	25.07.2019 Edged and numbered 36 in brown (part of)	Communications site at basement level	10.05.2019 10 years from and including 30 May 2018	ST356631
8	23.09.2019 Edged and numbered 36 in brown (part of)	Electronic Communications Area, Terminal Building (Basement Level)	18.02.2019 10 years from and including 18 February 2019 to and including 17 February 2029	ST355449
NOTE: See the entry in the Charges Register relating to the rights granted by this lease.				
9	03.12.2019 Edged and numbered 27 in brown (Part of)	Engineering Facilities room (Ground Floor), Northside House	08.11.2019 commencing 7 November 2019 and expiring on 6 November 2024	
NOTE: See the entry in the Charges Register relating to the rights granted by this lease.				
10	22.09.2020 37, 38 and 39 in brown	Land at Bristol International Airport	17.09.2020 beginning on, and including 17 September 2020 and ending on, and including 18 December 2038	ST361254
11	26.07.2021 Edged and numbered 27 in brown (part of)	Engineering Accommodation located in Northside House (Ground Floor)	28.05.2021 commencing 1 July 2021 and expiring on 1st April 2028	
12	26.07.2021 Edged and numbered 36 in brown (part of)	Ground Operations Office	28.05.2021 commencing 1 July 2021 and expiring on 1st April 2028	
13	28.05.2021 Edged and numbered 40 in brown (part of)	Sales and Help Desk, Terminal Building (Ground Floor)	28.05.2021 commencing 1 July 2021 and expiring on 1	

Title number ST180919

Schedule of notices of leases continued

Registration date and plan ref. of)	Property description	Date of lease and term	Lessee's title
		April 2028	

End of register



Official copy of register of title

Title number ST337957

Edition date 17.07.2019

- This official copy shows the entries on the register of title on 31 JUL 2024 at 09:37:30.
- 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 31 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, Plymouth Office.

A: Property Register

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

NORTH SOMERSET

- 1 (03.08.2017) 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-east of Northside House, Bristol International Airport, Bristol (BS48 3EP).
- 2 (17.07.2019) 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.
- 3 (17.07.2019) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ST354092 in green on the title plan and other land dated 22 November 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under ST349438

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 possessory

- 1 (03.08.2017) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 2078692) of Bristol Airport, Lulsgate, Bristol BS48 3DY.
- 2 (03.08.2017) The value as at 3 August 2017 was stated to be under £80,000.

C: Charges Register

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

- 1 (03.08.2017) The land is subject to such restrictive covenants as may have been imposed thereon before 3 August 2017 and are still subsisting

Title number ST337957

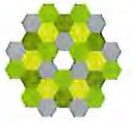
C: Charges Register continued

and capable of being enforced.

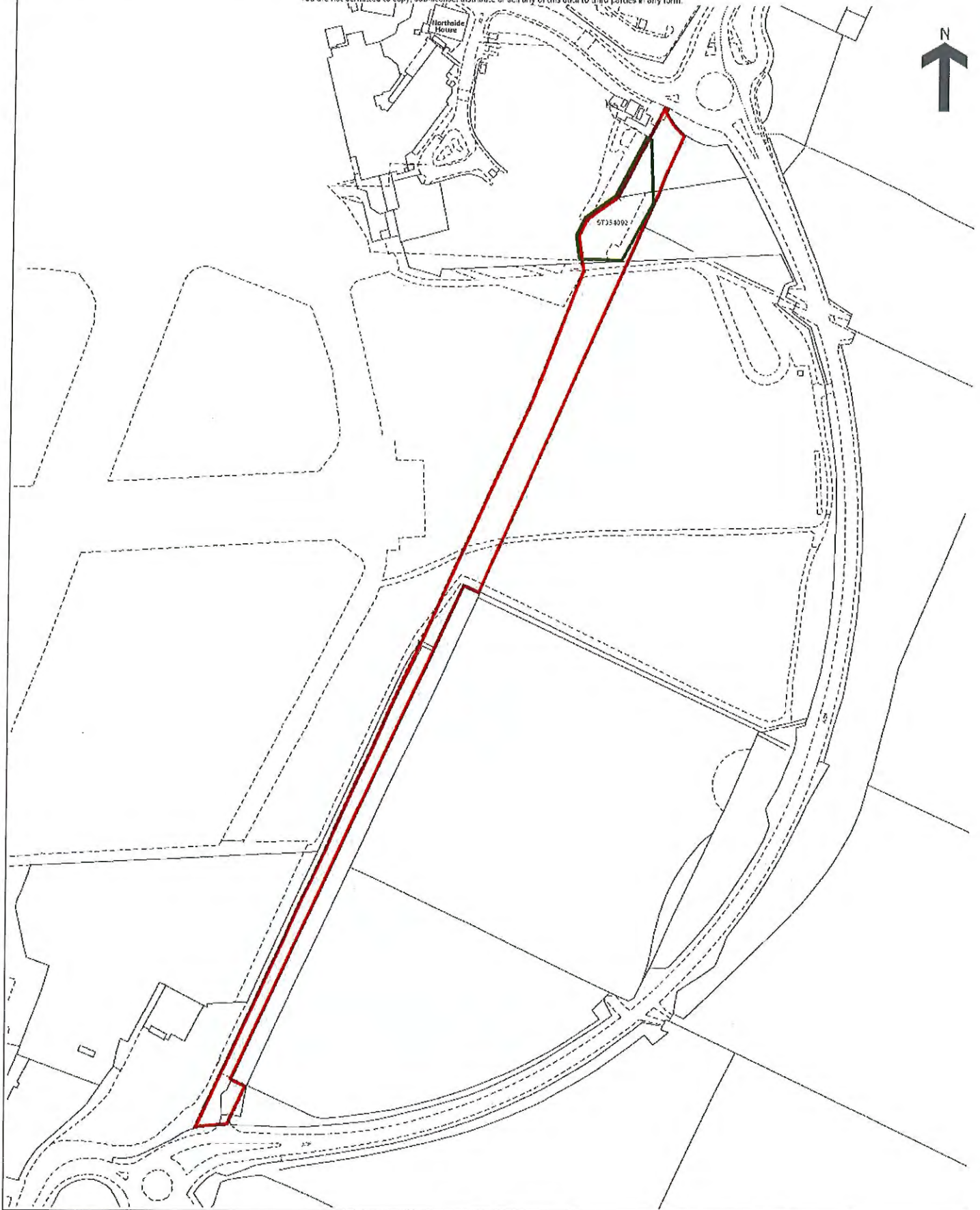
End of register

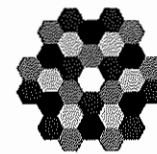
HM Land Registry
Official copy of
title plan

Title number **ST337957**
Ordnance Survey map reference **ST5165SW**
Scale **1:2500**
Administrative area **North Somerset**



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Official copy of register of title

Title number ST355226

Edition date 10.09.2019

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- Issued on 31 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, Plymouth Office.

A: Property Register

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

NORTH SOMERSET

- 1 (07.12.2017) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the north-west of A38, Wrington, Bristol.

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 possessory

- 1 (10.09.2019) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 02078692) of Administration Building, Bristol Airport, Bristol BS48 3DY.
- 2 (10.09.2019) The price stated to have been paid on 22 July 2019 for the land in this title and in ST355160 was £218,450.

C: Charges Register

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

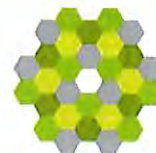
- 1 (07.12.2017) The land is subject to such restrictive covenants as may have been imposed thereon before 7 December 2017 and are still subsisting and capable of being enforced.
- 2 (10.09.2019) A Transfer which included the land in this title and other land dated 22 July 2019 made between (1) Esme Dawn Marshall and (2) Bristol Airport Limited contains restrictive covenants.

NOTE: Copy filed under ST355160.

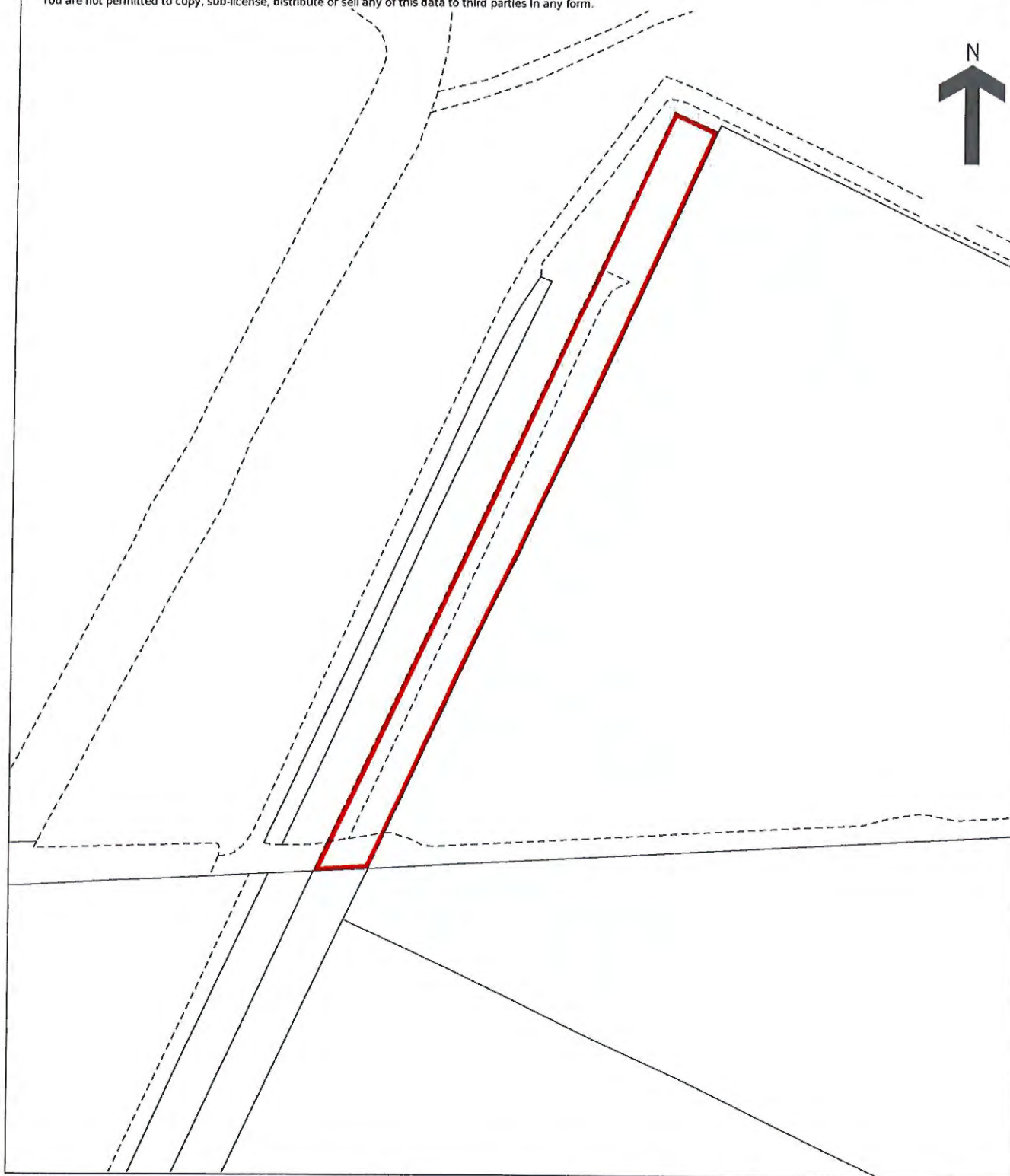
End of register

HM Land Registry
Official copy of
title plan

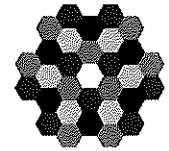
Title number **ST355226**
Ordnance Survey map reference **ST5165SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **North Somerset**



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Official copy of register of title

Title number ST355723

Edition date 04.10.2019

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- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 31 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, Plymouth Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NORTH SOMERSET

- 1 (04.10.2019) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being New Fire Station, Bristol International Airport, Bristol (BS48 3DY).
- 2 (04.10.2019) The land has the benefit of any legal easements granted by a Transfer of the freehold estate in the land in this title dated 26 June 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are reserved by the said deed and affect the registered land.
NOTE: Copy filed under ST346326.
- 3 (04.10.2019) The Transfer dated 26 June 2018 referred to above contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 4 (04.10.2019) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 22 July 2019
Term : 15 years from 22 July 2019
Parties : (1) Bristol Airport Developments Limited
(2) Bristol Airport Limited
- 5 (04.10.2019) The Lease prohibits or restricts alienation.
- 6 (04.10.2019) The landlord's title is registered.

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

Title number ST355723

B: Proprietorship Register continued

- 1 (04.10.2019) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 02078692) of Administration building, Fire Station, Bristol Airport, Bristol BS48 3DY.
- 2 (04.10.2019) The price, other than rents, stated to have been paid on the grant of the lease was £2,925,828.

C: Charges Register

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

- 1 (04.10.2019) The land is subject to the rights reserved by the registered lease.
- 2 (04.10.2019) By a Conveyance dated 27 March 1946 made between (1) Francis Henry Ashman and others (the Vendors) and (2) Secretary of State for Air (the Purchaser) the freehold estate in the land in this title and other land was conveyed subject as follows:-

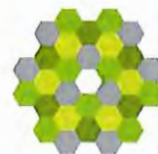
"Subject nevertheless to the legal rights of way and water and other actual easements apparent easements and quasi-rights and to the powers and provisions contained in the Bristol Waterworks Acts more particularly mentioned in a Conveyance dated the Seventh day of September One thousand eight hundred and ninety five and made between Francis William Forester of the first part The Right Honourable William Waldegrave Earl of Selborne and Frederick George Hilton Price of the second part and James Sanders of the third part being a Conveyance of the property hereby conveyed with other property so far as the same relate to or affect the property hereby conveyed and are still subsisting undetermined and capable of taking effect or being enforced."

NOTE: No further details of the Conveyance dated 7 September 1895 were supplied on first registration.

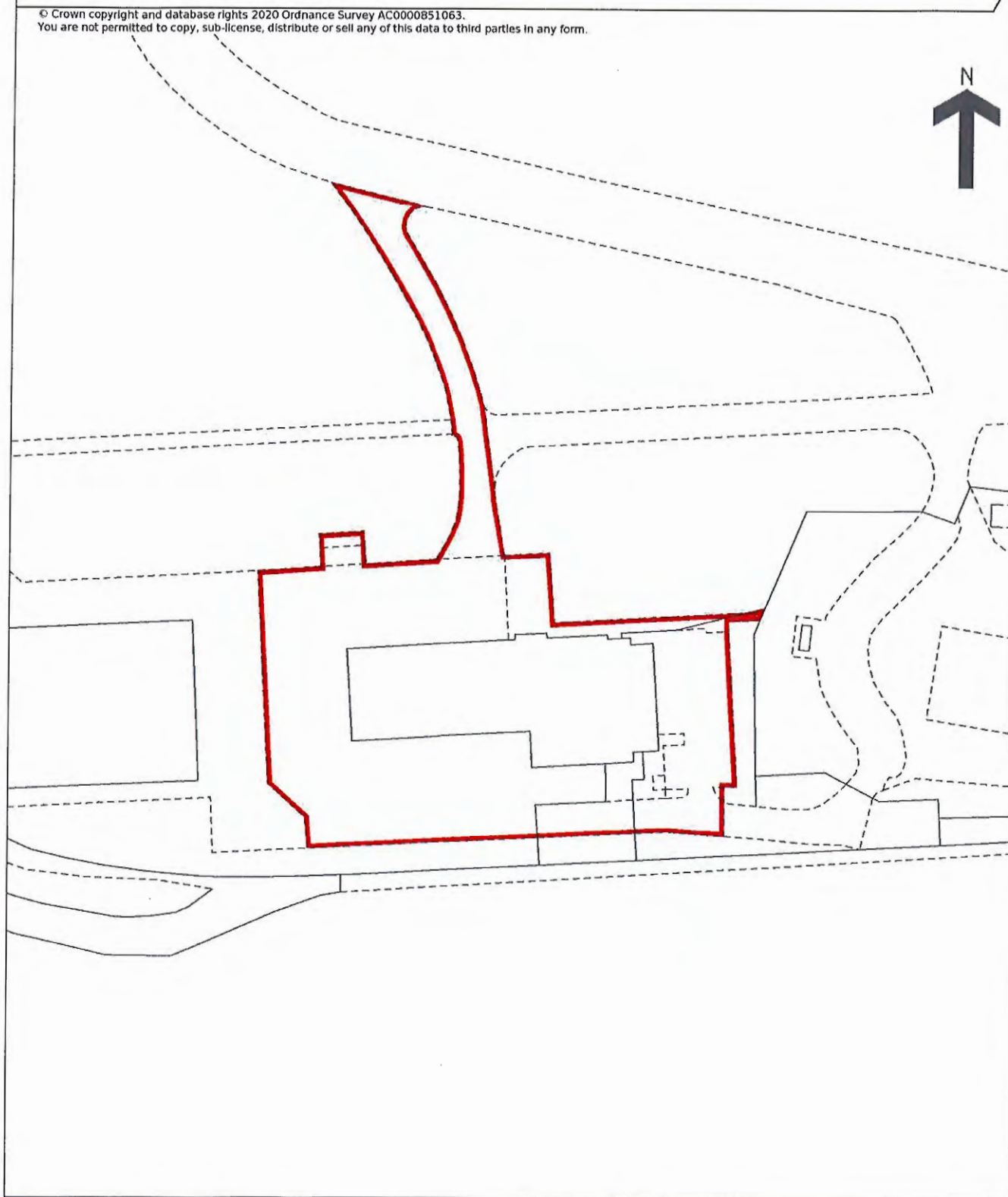
End of register

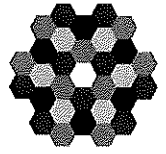
HM Land Registry
Official copy of
title plan

Title number **ST355723**
Ordnance Survey map reference **ST4964NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **North Somerset**



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Official copy of register of title

Title number ST358635

Edition date 20.02.2020

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- Issued on 31 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, Plymouth Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NORTH SOMERSET

- 1 (20.02.2020) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land at Bristol International Airport, Bristol.
- 2 (20.02.2020) By a Conveyance dated 30 January 1948 made between (1) Francis Edwin Keel Reynolds (the Vendor) and (2) Secretary of State for Air (the Purchaser) the freehold estate in the land in this title was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of mines and minerals under the property hereby conveyed which exception was contained in a Conveyance dated the Twenty fourth day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and the Vendor of the other part."

NOTE: No further details of the Conveyance dated 24 March 1927 were supplied on first registration.
- 3 (20.02.2020) The land has the benefit of any legal easements granted by a Transfer of the freehold estate in the land in this title and other land dated 22 November 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are reserved by the said deed and affect the registered land.

NOTE: Copy filed under ST358635.
- 4 (20.02.2020) The Transfer dated 22 November 2018 referred to above contains a provision relating to the passing of easements as therein mentioned.
- 5 (20.02.2020) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 6 December 2019
Term : 15 years from 1 November 2019 to 31 October 2034

Title number ST358635

A: Property Register continued

Parties : (1) Bristol Airport Developments Limited
(2) Bristol Airport Limited

NOTE: The lease comprises also other land.

6 (20.02.2020) The Lease prohibits or restricts alienation.

7 (20.02.2020) The landlord's title is registered.

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 (20.02.2020) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 02078692) of Lulsgate House, North Side Road, Bristol International Airport, Bristol BS48 3DW.

2 (20.02.2020) The price, other than rents, stated to have been paid on the grant of the lease of the land in this title and ST358637 was £4,248,766.

C: Charges Register

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

1 (20.02.2020) The land is subject to any rights that are reserved by LR11.2 of the registered lease dated 6 December 2019 and affect the registered land.

End of register



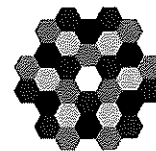
HM Land Registry
Official copy of
title plan

Title number **ST358635**
Ordnance Survey map reference **ST5165SW**
Scale **1:2500**
Administrative area **North Somerset**

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Official copy of register of title

Title number ST358637

Edition date 20.02.2020

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- Issued on 31 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, Plymouth Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NORTH SOMERSET

- 1 (20.02.2020) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land at Bristol International Airport, Bristol.
- 2 (20.02.2020) The land has the benefit of any legal easements granted by a Transfer of the freehold estate in the land in this title and other land dated 22 November 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are reserved by the said deed and affect the registered land.

NOTE: Copy filed under ST349438.

- 3 (20.02.2020) The Transfer dated 22 November 2018 referred to above contains a provision relating to the passing of easements as therein mentioned.
- 4 (20.02.2020) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 6 December 2019
 Term : 15 years from 1 November 2019 to and including 31 October 2034
 Parties : (1) Bristol Airport Developments Limited
 (2) Bristol Airport Limited
 NOTE: The lease comprises also other land.
- 5 (20.02.2020) The Lease prohibits or restricts alienation.
- 6 (20.02.2020) The landlord's title is registered.

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 ST358637

Title possessory

- 1 (20.02.2020) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 02078692) of Lulsgate House, North Side Road, Bristol International Airport, Bristol BS48 3DW.
- 2 (20.02.2020) The price, other than rents, stated to have been paid on the grant of the lease for the land in this title and ST358635 was £4,248,766.

C: Charges Register

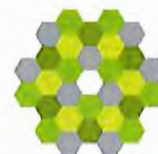
This register contains any charges and other matters that affect the land.

- 1 (20.02.2020) The land is subject to such restrictive covenants as may have been imposed thereon before 3 August 2017 and are still subsisting and capable of being enforced.
- 2 (20.02.2020) The land is subject to any rights that are reserved by the registered lease dated 6 December 2019 and affect the registered land.

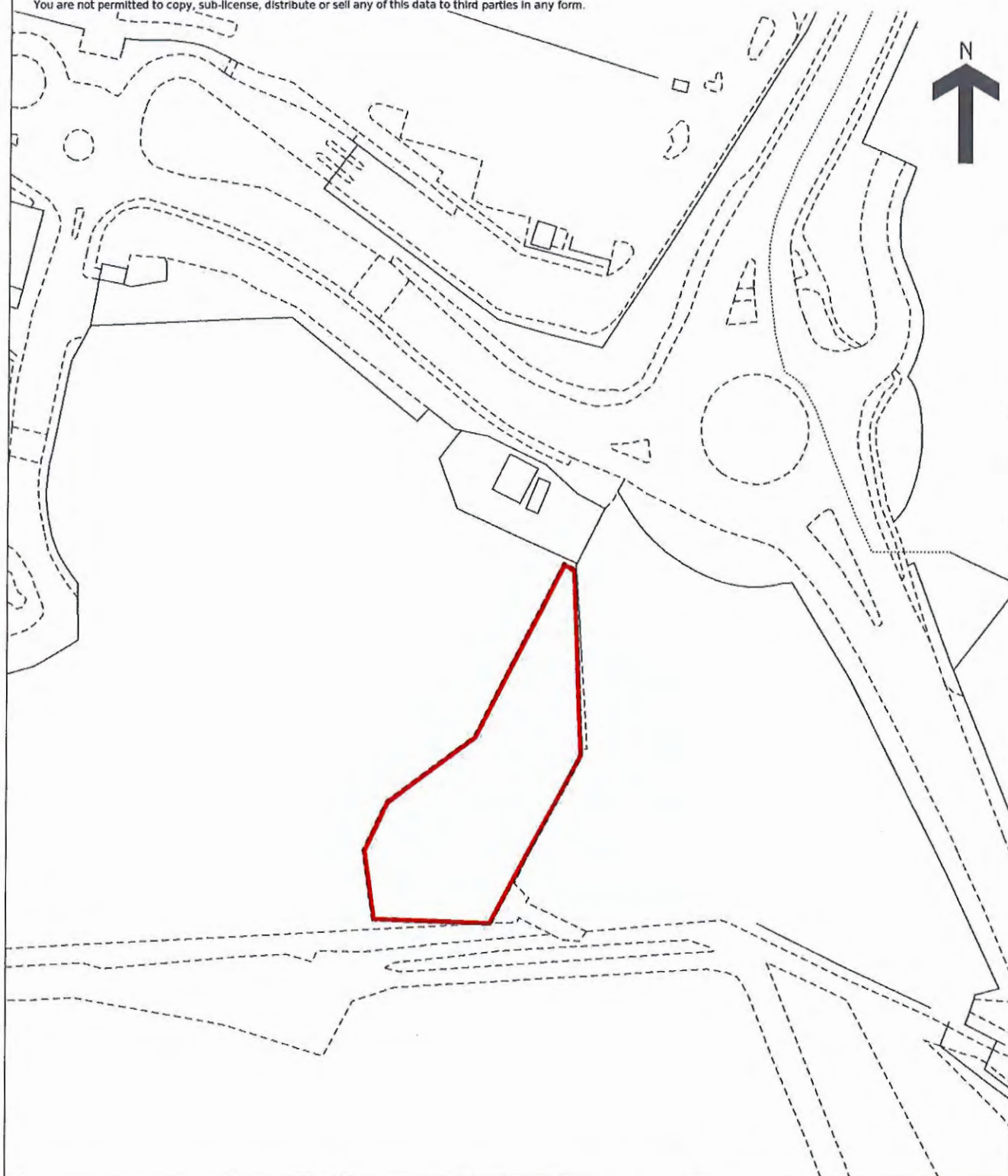
End of register

HM Land Registry
Official copy of
title plan

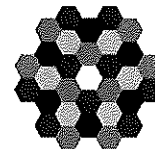
Title number **ST358637**
Ordnance Survey map reference **ST5165SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **North Somerset**



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Official copy of register of title

Title number ST359557

Edition date 20.04.2020

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- Issued on 31 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, Plymouth Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NORTH SOMERSET

- 1 (20.04.2020) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Lulsgate House, North Side Road, Bristol International Airport, Bristol (BS48 3DW).
- 2 (20.04.2020) The Transfer dated 25 September 2018 referred to in the Charges Register contains a provision relating to the passing of easements as therein mentioned
- 3 (20.04.2020) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 6 February 2020
 Term : 15 years from and including 31 December 2019 to and including 30 December 2034
 Parties : (1) Bristol Airport Developments Limited
 (2) Bristol Airport Limited
- 4 (20.04.2020) The landlord's title is registered.

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 (20.04.2020) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 02078692) of Lulsgate House, North Side Road, Bristol International Airport, Bristol BS48 3DW.
- 2 (20.04.2020) The price, other than rents, stated to have been paid on the grant of the lease was £3,190,485.

C: Charges Register

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

- 1 (20.04.2020) The land is subject to the rights reserved by the registered lease.
- 2 (20.04.2020) The parts of the land affected thereby are subject to the following rights granted by a Lease of an electricity sub-station lying to the north dated 23 September 1999 made between (1) Bristol International Airport PLC and (2) South Western Electricity PLC:-

"1 Definitions and Interpretation

1.1 In this Lease:

"Accessway" means that part of the Retained Property providing access to the Property shown hatched green on the Plan or such other accessway as the Landlord shall from time to time provide;

"Cables" means any wire, cable, tube, pipe, conductor or other similar thing (including its casing or coating) placed on or in the ground for transmitting or distributing electricity or both, together with cooling systems and junction boxes and other ancillary equipment;

"Cable Route" means that part of the Retained Property shown hatched brown on the Plan;

"Retained Property" means the Landlord's adjoining property being Bristol International Airport, Bristol (the "Airport")

1.6 The right given to the Tenant to enter the Cable Route extends to anyone expressly authorised by the Tenant, and includes the right to bring any necessary workmen and appliances onto the Cable Route for the authorised purpose.

3 Rights Granted

3.1 The right for the Tenant:

(a) in common with the Landlord and all others authorised by the Landlord to have access for pedestrians, vehicles and machinery over the Accessway at all times;

(b) to use the Cable Route throughout the Term;

(c) at reasonable times and on reasonable notice (but in emergency at any time and without notice) to enter onto the Cable Route where necessary for the purposes specified in clauses 3.1(e) including a right to bring any necessary workmen and equipment onto the Cable Route for the said purposes;

(d) to lay Cables under the Cable Route;

(e) to lay, inspect, repair and maintain the Cables under the Cable Route;

(f) to have access to the electricity switch and meter room shown coloured pink on Plan A for all purposes necessary to enable the Tenant to comply with its obligations under this Lease,

subject to the Tenant causing as little inconvenience obstruction and damage as possible and promptly making good any damage caused to the reasonable satisfaction of the Landlord.

3.2 The right of support from the Retained Property."

NOTE: The "Accessway" hatched green on the lease plan mentioned in clause 1.1 is hatched blue on the title plan so far as it affects the land in this title. The "Cable Route" hatched brown on the lease plan also mentioned in clause 1.1 does not affect the land in this title but lies to the north. The land coloured pink on the lease plan mentioned in clause 3(f) lies to the north east of the land in this title.

- 3 (20.04.2020) An Agreement dated 16 February 2011 made between (1) North

Title number ST359557

C: Charges Register continued

Somerset District Council (2) Bristol Airport Limited and (3) Credit Agricole Corporate and Investment Bank pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title and other land.

NOTE: Copy filed under ST180919.

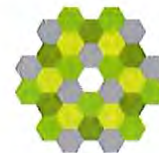
- 4 (20.04.2020) The land is subject to any rights that are reserved by a Transfer of the freehold estate in the land in this title dated 25 September 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited.

NOTE: Copy filed under ST349430.

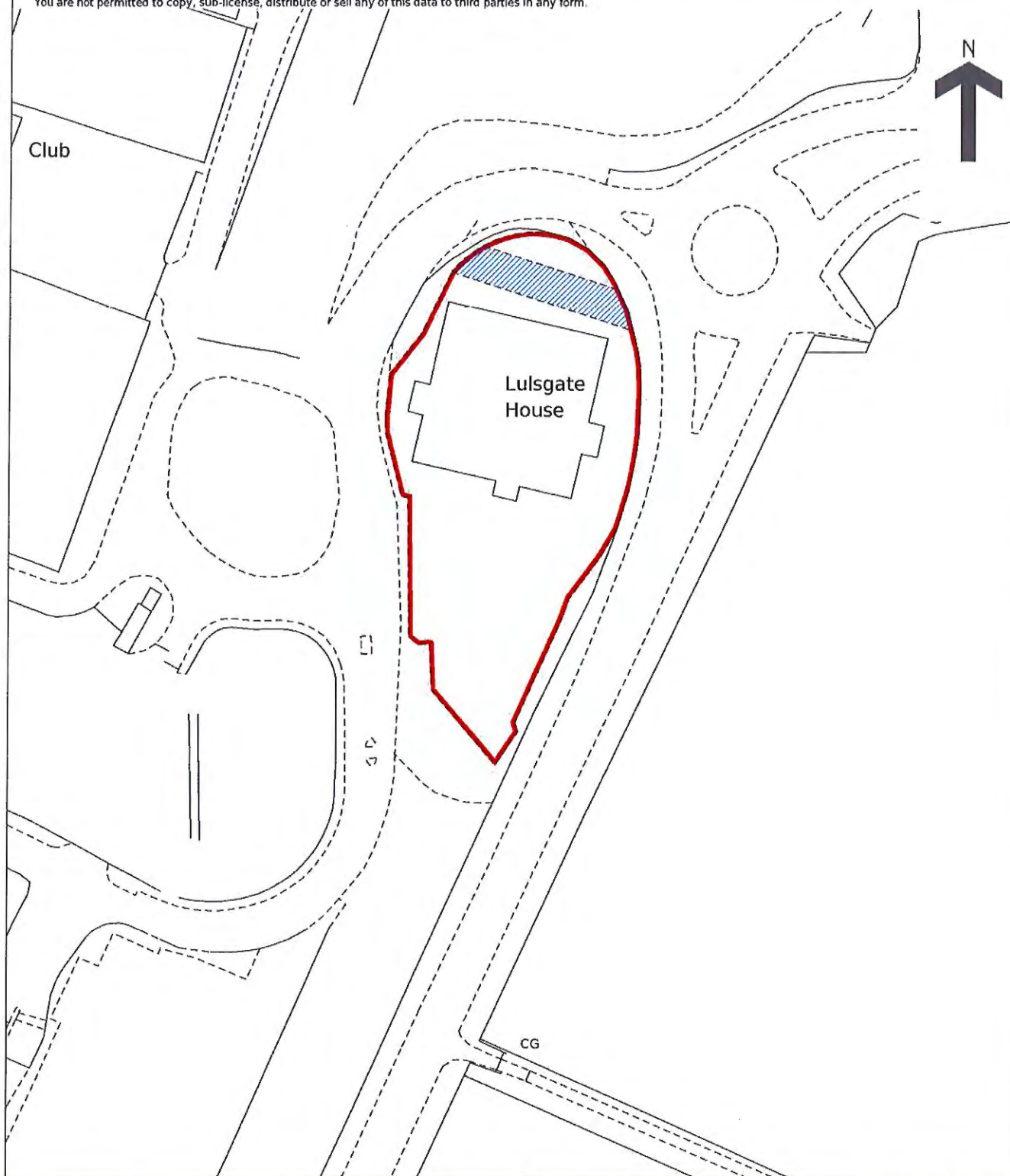
End of register

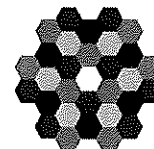
HM Land Registry
Official copy of
title plan

Title number **ST359557**
Ordnance Survey map reference **ST5064NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **North Somerset**



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Official copy of register of title

Title number ST370506

Edition date 04.02.2022

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- Issued on 31 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, Plymouth Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NORTH SOMERSET

- 1 (04.02.2022) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Car Rental Building, North Side Road, Bristol International Airport, Bristol (BS48 3DW).
- 2 (04.02.2022) The land has the benefit of any legal easements granted by a Transfer of the freehold estate in the land in this title dated 28 November 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are reserved by the said deed and affect the registered land.
NOTE: Copy filed under ST349437.
- 3 (04.02.2022) The Transfer dated 28 November 2018 referred to above contains a provision relating to the passing of easements as therein mentioned.
- 4 (04.02.2022) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 6 February 2020
Term : 15 years beginning on and including 31 December 2019 and ending on and including 30 December 2034
Parties : (1) Bristol Airport Developments Limited
(2) Bristol Airport Limited
- 5 (04.02.2022) The Lease prohibits or restricts alienation.
- 6 (04.02.2022) The landlord's title is registered.

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 ST370506

Title absolute

- 1 (04.02.2022) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 02078692) of Lulsgate House, North Side Road, Bristol International Airport, Bristol BS48 3DW.
- 2 (04.02.2022) The price, other than rents, stated to have been paid on the grant of the lease was £4,809,632.

C: Charges Register

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

- 1 (04.02.2022) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 1 and 2 in brown on the title plan dated 23 September 1999 referred to in the schedule of leases hereto:-

"1 Definitions and Interpretation

1.1 In this Lease:

"Accessway" means that part of the Retained Property providing access to the Property shown hatched green on the Plan or such other accessway as the Landlord shall from time to time provide;

"Cables" means any wire, cable, tube, pipe, conductor or other similar thing (including its casing or coating) placed on or in the ground for transmitting or distributing electricity or both, together with cooling systems and junction boxes and other ancillary equipment;

"Cable Route" means that part of the Retained Property shown hatched brown on the Plan;

"Retained Property" means the Landlord's adjoining property being Bristol International Airport, Bristol (the "Airport")

1.6 The right given to the Tenant to enter the Cable Route extends to anyone expressly authorised by the Tenant, and includes the right to bring any necessary workmen and appliances onto the Cable Route for the authorised purpose.

3 Rights Granted

3.1 The right for the Tenant:

(a) in common with the Landlord and all others authorised by the Landlord to have access for pedestrians, vehicles and machinery over the Accessway at all times;

(b) to use the Cable Route throughout the Term;

(c) at reasonable times and on reasonable notice (but in emergency at any time and without notice) to enter onto the Cable Route where necessary for the purposes specified in clauses 3.1(e) including a right to bring any necessary workmen and equipment onto the Cable Route for the said purposes;

(d) to lay Cables under the Cable Route;

(e) to lay, inspect, repair and maintain the Cables under the Cable Route;

(f) to have access to the electricity switch and meter room shown coloured pink on Plan A for all purposes necessary to enable the Tenant to comply with its obligations under this Lease,

subject to the Tenant causing as little inconvenience obstruction and damage as possible and promptly making good any damage caused to the reasonable satisfaction of the Landlord.

3.2 The right of support from the Retained Property."

NOTE: The "Accessway" hatched green on the lease plan mentioned in

Title number ST370506

C: Charges Register continued

clause 1.1 is hatched blue on the title plan so far as it affects the land in this title. The "Cable Route" hatched brown on the lease plan also mentioned in clause 1.1 is reproduced on the title plan so far as it affects the land in this title. The land coloured pink on the lease plan mentioned in clause 3(f) is tinted blue on the title plan.

- 2 (04.02.2022) An Agreement dated 16 February 2011 made between (1) North Somerset District Council (2) Bristol Airport Limited and (3) Credit Agricole Corporate and Investment Bank pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title and other land.

NOTE: Copy filed under ST180919.

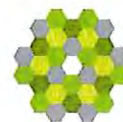
- 3 (04.02.2022) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

NOTE: The lease of the land in this title takes effect as a concurrent lease in relation to the lease dated 23/09/1999 referred to in the schedule of leases hereto.

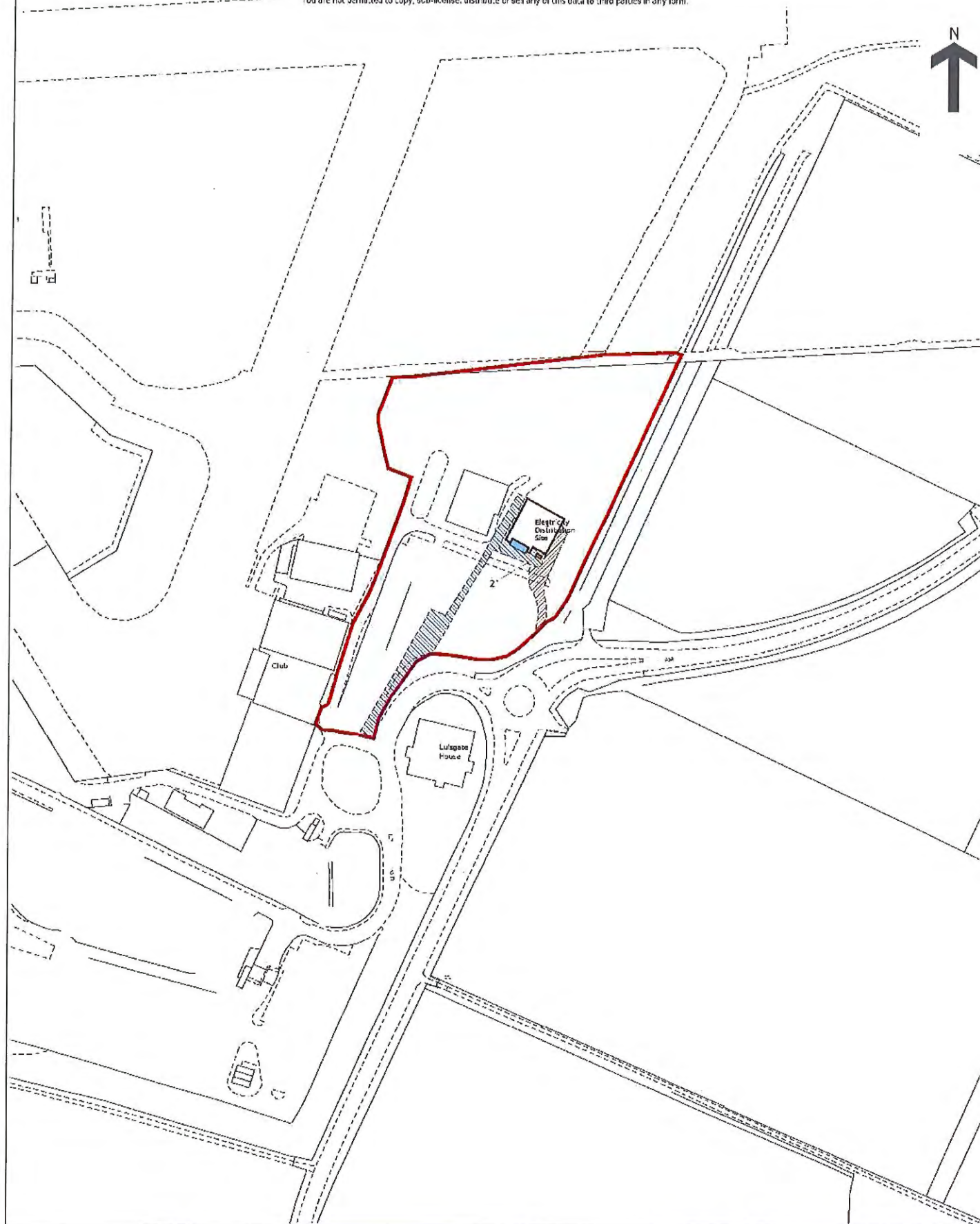
Schedule of notices of leases

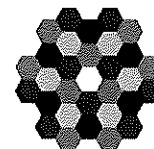
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	20.12.1999 Edged and numbered 1 and 2 in brown	being land at Bristol Airport	23.09.1999 from 17.08.1999 to 20.04.2049	ST177526
<i>NOTE: See entry in the Charges Register relating to the rights granted by this lease.</i>				

End of register



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Official copy of register of title

Title number ST370508

Edition date 04.02.2022

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- Issued on 31 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, Plymouth Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NORTH SOMERSET

- 1 (04.02.2022) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Multi Storey Car Park, Bristol International Airport, Bristol.
- 2 (04.02.2022) By a Conveyance dated 1 April 1947 made between (1) Matthew Henry Laxton and (2) Secretary of State for Air the land in this title together with other land was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of all mines and minerals under the land hereby conveyed which exception was contained in a Conveyance dated the thirty first day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and Oliver Richard Vauden of the other part."

NOTE: No further details of the Conveyance dated 31 March 1927 were supplied on first registration.
- 3 (04.02.2022) The land has the benefit of any legal easements granted by a Transfer of the freehold estate of the land in this title dated 29 September 2017 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are reserved by the said deed and affect the registered land.

NOTE: Copy filed under ST343009.
- 4 (04.02.2022) The Transfer dated 29 September 2017 referred to above contains a provision relating to the creation and/or passing of easements.
- 5 (04.02.2022) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 6 December 2019
Term : 15 years beginning on and including the 01 November 2019 and ending on and including 31 October 2034
Parties : (1) Bristol Airport Developments Limited

Title number ST370508

A: Property Register continued

(2) Bristol Airport Limited

- 6 (04.02.2022) The Lease prohibits or restricts alienation.
7 (04.02.2022) The landlord's title is registered.

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 (04.02.2022) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 02078692) of Lulsgate House, North Side Road, Bristol International Airport, Bristol BS48 3DW.
2 (04.02.2022) The price, other than rents, stated to have been paid on the grant of the lease was £9,785,820.

C: Charges Register

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

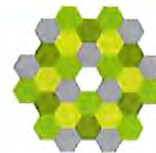
- 1 (04.02.2022) An Agreement dated 16 February 2011 made between (1) North Somerset District Council (2) Bristol Airport Limited and (3) Credit Agricole Corporate and Investment Bank pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title and other land.

NOTE: Copy filed under ST180919.

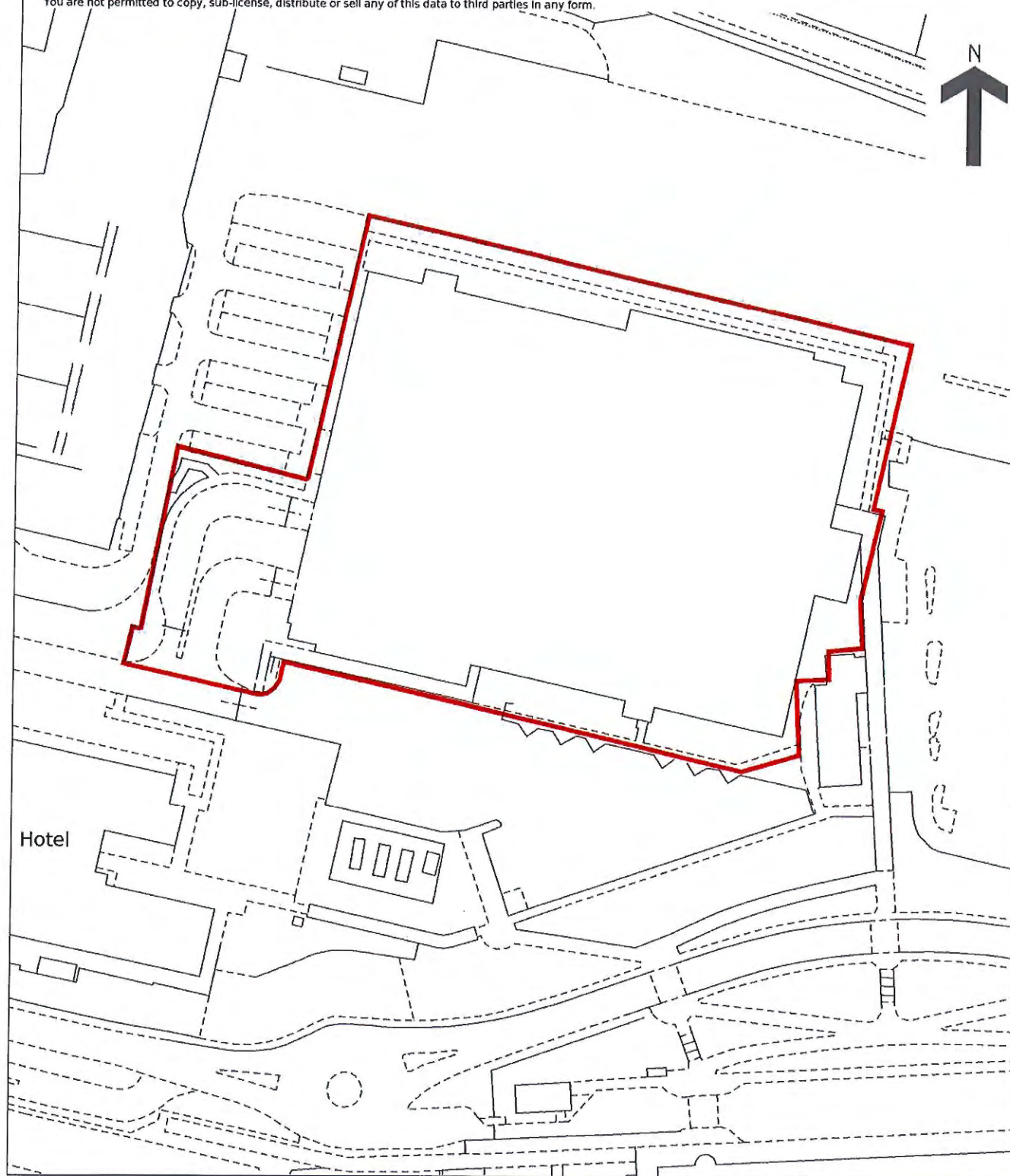
End of register

HM Land Registry
Official copy of
title plan

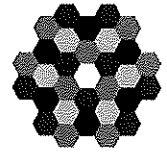
Title number **ST370508**
Ordnance Survey map reference **ST5065NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **North Somerset**



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Official copy of register of title

Title number ST283749

Edition date 08.06.2020

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- Issued on 31 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, Plymouth Office.

A: Property Register

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

NORTH SOMERSET

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Bristol International Airport, Bristol (BS48 3DY).
- 2 (20.12.1999) By the Conveyance dated 1 April 1947 made between (1) Matthew Henry Laxton (the Vendor) and (2) Secretary of State for Air (the Purchaser) the land in this title and other land was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of all mines and minerals under the land hereby conveyed which exception was contained in a Conveyance dated the thirty first day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and Oliver Richard Vauden of the other part."

NOTE: No further details of the Conveyance dated 31 March 1927 were supplied on first registration.

- 3 (23.03.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 30 September 2009 made between (1) Bristol International Airport Limited and (2) South West Airports Limited.

NOTE: Copy filed.

- 4 (23.03.2010) The Transfer dated 30 September 2009 referred to above contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

- 5 (03.04.2017) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

- 6 (28.02.2020) A deed dated 27 February 2020 made between (1) Bristol Airport Limited and (2) Southwest Airports Limited is expressed to be supplemental to the Transfer dated 30 September 2009 referred to above.

By the said deed the rights granted by the transfer dated 30 September 2009 are included in the registration only so far as they are granted over ST180919.

NOTE:-Copy filed.

Title number ST283749

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 (23.03.2010) PROPRIETOR: SOUTH WEST AIRPORTS LIMITED (Co. Regn. No. 05403045) of Bristol International Airport, North Somerset BS48 3DY.

C: Charges Register

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

- 1 (03.04.2017) 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.
- 2 (08.06.2020) By a Deed dated 3 March 2020 made between (1) South West Airports Limited (2) Genius Explorer Limited and (3) CMC Financial Leasing (Hong Kong) Limited the terms of the lease dated 23 March 2017 referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under ST335233.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	25.07.2017 Edged blue	Hotel, North Side Road, Bristol International Airport	23.03.2017 99 years from 23.3.2017	ST335233

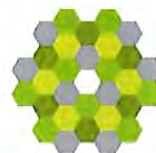
NOTE 1: The lease contains an option to renew upon the terms therein mentioned.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 3 March 2020

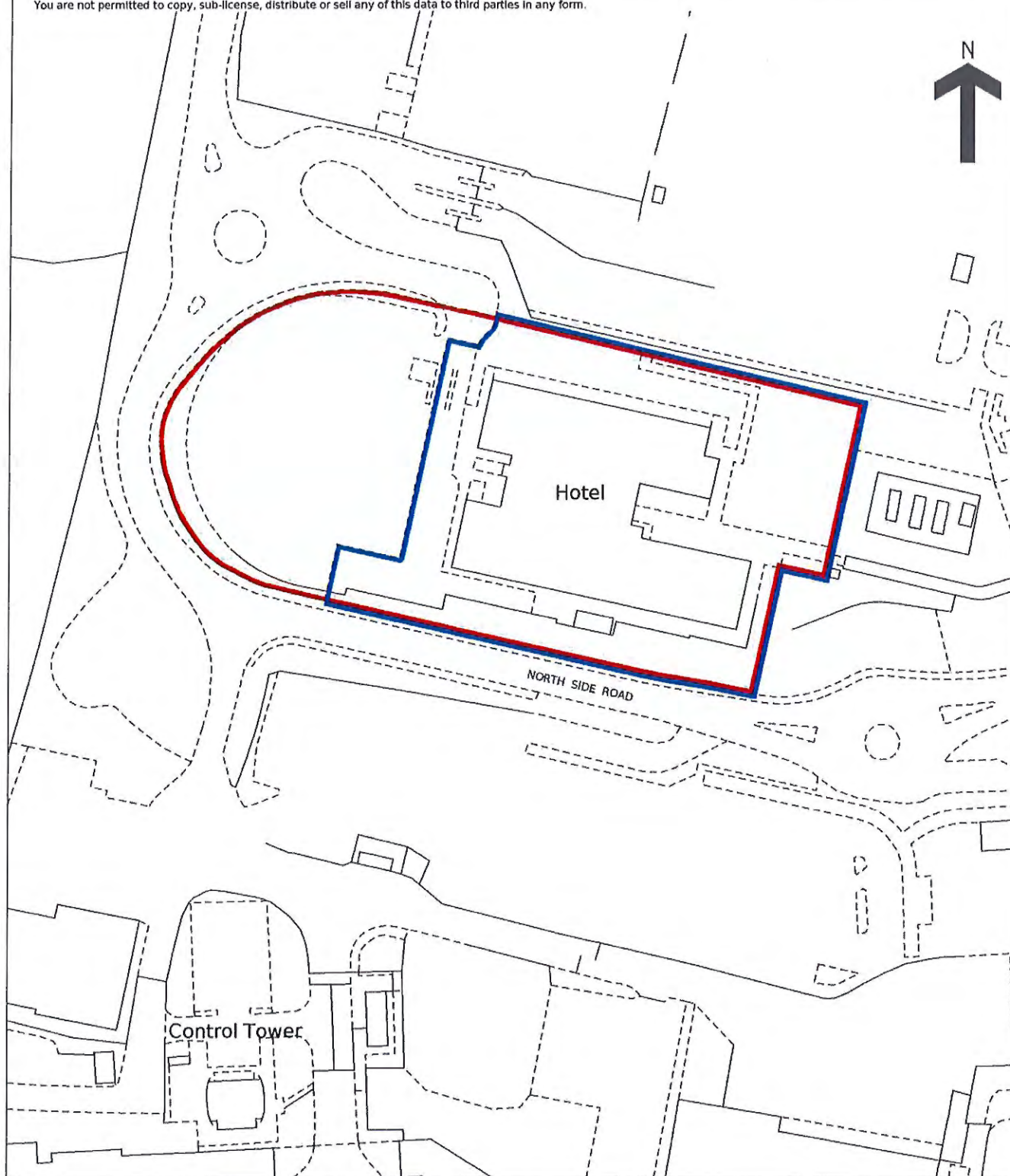
End of register

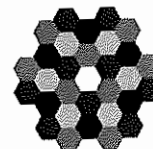
HM Land Registry
Official copy of
title plan

Title number **ST283749**
Ordnance Survey map reference **ST5065NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **North Somerset**



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Official copy of register of title

Title number ST331855

Edition date 04.11.2016

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- This title is dealt with by HM Land Registry, Plymouth Office.

A: Property Register

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

NORTH SOMERSET

- 1 (04.11.2016) 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 Bristol International Airport, Bristol (BS48 3DY).
- 2 (04.11.2016) The land has the benefit of the following legal easements granted by a Conveyance of the land in this title dated 13 February 1979 made between (1) Noillag (Property Development) Limited (Vendor) and (2) Vita-Tex Limited (Purchaser) :-

"TOGETHER WITH the full and free right of way thereto from the public high-way to the west with or without vehicles and animals for all purposes and at all times over the Ordnance Survey Number 156 the route of which is approximately delineated on the said plan and thereon coloured blue.

Note:- Copy plan filed.

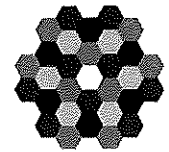
B: Proprietorship Register

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

Title absolute

- 1 (04.11.2016) PROPRIETOR: SOUTH WEST AIRPORTS LIMITED (Co. Regn. No. 05403045) of Bristol International Airport, Bristol BS48 3DY.
- 2 (04.11.2016) The value stated as at 4 November 2016 was £6,300,000.

End of register



Official copy of register of title

Title number ST371655

Edition date 08.04.2022

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- Issued on 31 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, Plymouth Office.

A: Property Register

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

NORTH SOMERSET

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Bristol International Airport, Bristol (BS48 3DY).
- 2 (20.12.1999) By the Conveyance dated 1 April 1947 made between (1) Matthew Henry Laxton and (2) Secretary of State for Air the land was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of all mines and minerals under the land hereby conveyed which exception was contained in a Conveyance dated the thirty first day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and Oliver Richard Vauden of the other part."

NOTE: No further details of the Conveyance dated 31 March 1927 were supplied on first registration.
- 3 (08.04.2022) The land has the benefit of any legal easements granted by a Transfer which included the land in this title dated 31 December 2019 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are reserved by the said deed and affect the registered land.

NOTE: Copy filed.
- 4 (08.04.2022) The Transfer dated 31 December 2019 referred to above contains a provision relating to the creation and/or passing of easements.

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 (08.04.2022) PROPRIETOR: BRISTOL AIRPORT DEVELOPMENTS LIMITED (Co.

Title number ST371655

B: Proprietorship Register continued

Regn. No. 05175337) of Lulsgate House, North Side Road, Bristol International Airport, Bristol BS48 3DW.

- 2 (08.04.2022) The price stated to have been paid on 31 December 2019 was £1,526,265.
- 3 (08.04.2022) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 May 2015 in favour of Credit Agricole Corporate And Investment Bank referred to in the Charges Register or their conveyancers.

C: Charges Register

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

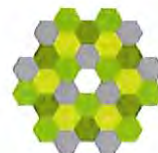
- 1 (08.06.2015) REGISTERED CHARGE dated 7 May 2015 affecting also other titles.

NOTE: Charge reference ST163374.
- 2 (08.04.2022) Proprietor: CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK (incorporated in France) (UK Regn. No. FC008194) (an unlimited company) of Broadwalk House, 5 Appold Street, London EC2A 2AG.
- 3 (08.06.2015) The proprietor of the Charge dated 7 May 2015 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

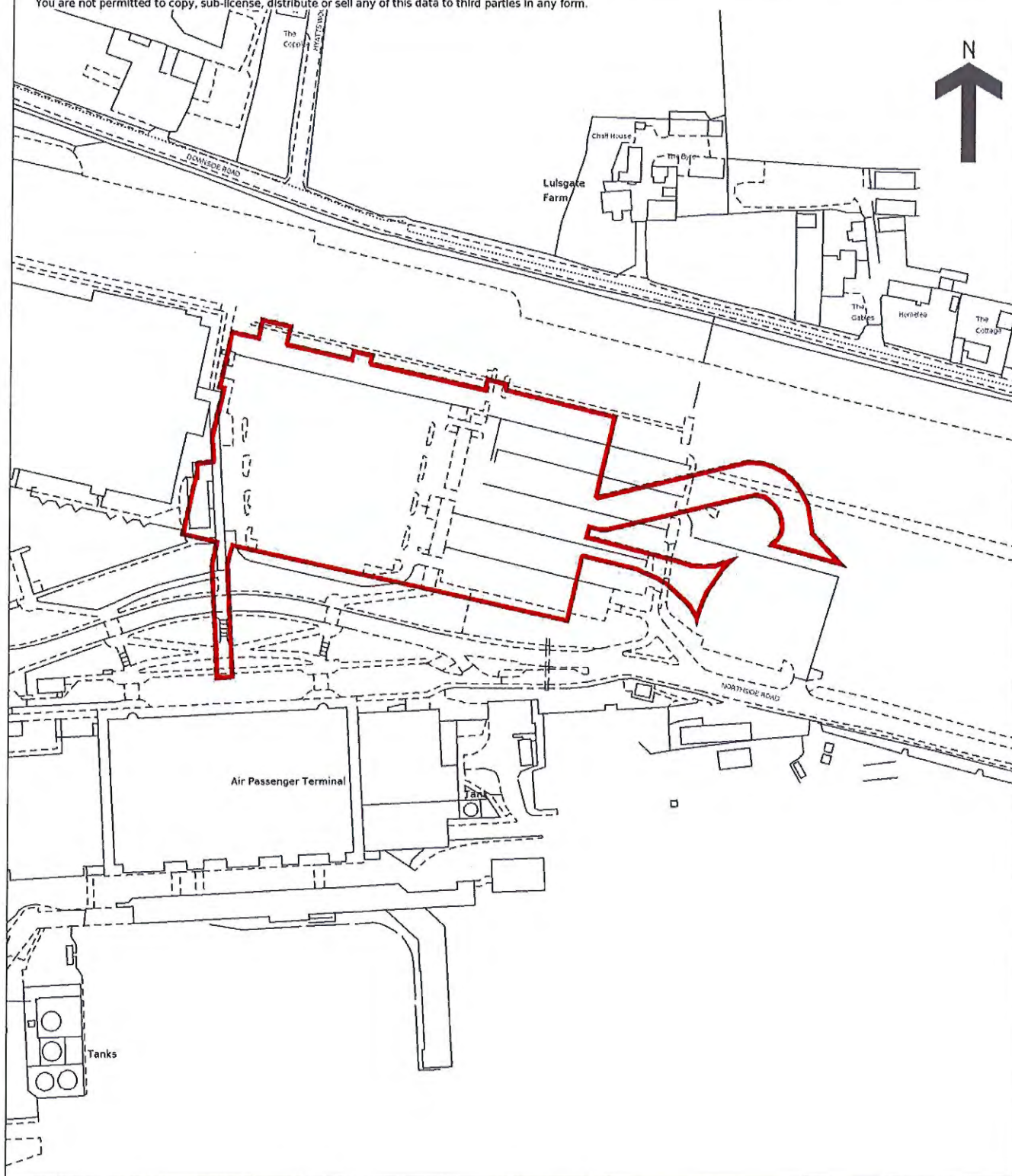
End of register

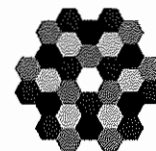
HM Land Registry
Official copy of
title plan

Title number **ST371655**
Ordnance Survey map reference **ST5065NE**
Scale **1:2500**
Administrative area **North Somerset**



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Official copy of register of title

Title number ST351064

Edition date 26.07.2021

- This official copy shows the entries on the register of title on 31 JUL 2024 at 09:37:29.
- 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 31 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, Plymouth Office.

A: Property Register

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

NORTH SOMERSET

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Aviation House, Bristol International Airport, Bristol (BS48 3DY).
- 2 (20.12.1999) By a Conveyance dated 1 April 1947 made between (1) Matthew Henry Laxton and (2) Secretary of State for Air the land was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of all mines and minerals under the land hereby conveyed which exception was contained in a Conveyance dated the thirty first day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and Oliver Richard Vauden of the other part."
- NOTE: No further details of the Conveyance dated 31 March 1927 were supplied on first registration.
- 3 (20.12.1999) The Conveyance dated 19 February 1948 referred to above contains the following covenants which are expressed to be for the benefit of the land edged and numbered 17 in blue and edged and numbered 7, 9, 10, 11 and 16 in blue on the title plan:-

"2. THE Vendor for himself and the persons deriving title under him (to the intent and so that the covenants herein contained shall be binding on the restricted area and every part thereof by whomsoever the restricted area or any part thereof shall for the time being be owned or occupied and may enure for the benefit of the Purchaser and his successors in title and assigns owner or owners for the time being of the conveyed property or of the adjoining land or of the additional property or of any part thereof) hereby COVENANTS with the Purchaser and his successors in title to the conveyed property and to the adjoining land and to the additional property in manner set out in the Third Schedule hereto.

THE THIRD SCHEDULE

COVENANTS affecting the restricted area

A: Property Register continued

(a) That no building structure or other erection fence shed stack or chimney or obstacles of any kind or of whatever description and whether permanent or temporary shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the restricted area and that no existing fencing or any fencing hereafter to be erected in substitution therefor on the restricted area shall be increased in height beyond the height of the fencing now standing thereon

(b) That no trees or hedges of whatever description shall be planted or be permitted to be planted hereafter or to grow on the restricted area

(c) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or remain over the restricted area

(d) That in the event of any breach of any of the covenants hereinbefore contained occurring within the said period defined in the Second Schedule to the before-written deed if the Vendor or any person deriving title under him in respect of the restricted area shall for fourteen days after notice in writing given by the Purchaser or his successors in title in respect of the conveyed property or the adjoining land or the additional property or any part thereof requiring such breach to be remedied fail or neglect to comply with such covenant and to remedy the breach accordingly the Purchaser and his successors in title or his or their assigns or his or their officers and agents shall have the right and liberty within the said period to enter upon the restricted area or any part thereof with or without workmen servants and agents authorised by him or them and to pull down and demolish any such buildings structures or other erections as aforesaid and any mast overhead cable or wire and to cut fell lop or prune any timber trees or hedges placed erected planted or growing upon the restricted area in contravention of the covenants hereinbefore contained or the rights hereby granted and to carry out any work necessary to comply with such covenants the Vendor or his successors in title as aforesaid paying the cost and expense thus incurred the Purchaser nevertheless doing as little damage as possible to the restricted area PROVIDED ALWAYS that any action taken by the Purchaser or his successors in title as aforesaid under this sub-clause shall be without prejudice to any other rights and remedies of him or them in respect of any breach of the covenants hereinbefore contained or otherwise."

NOTE: The land edged and numbered 17 in blue on the title plan comprises part of "The Conveyed Property" mentioned in clause 2. The land edged and numbered 7, 9, 10, 11 and 16 in blue on the title plan comprises part of "The Adjoining Land" also mentioned in clause 1 and "The Restricted Area" is the land edged and numbered 18 in blue on the title plan.

- 4 (20.12.1999) The land has the benefit of the following rights granted by a Conveyance of the land in this title and other land dated 19 February 1948 made between (1) James Winstone (the Vendor) and (2) Secretary of State for Air (the Purchaser):-

"1. THE Vendor as beneficial owner hereby grants unto the Purchaser all the rights in relation to the restricted area that is to say in relation to the property described in the Second Part of the First Schedule hereto which said rights are described in the Second Schedule hereto to the intent that such rights shall be for ever appurtenant to the conveyed property and the adjoining land (which adjoining land is described in the Third Part of the First Schedule hereto) for all purposes connected with the use occupation and enjoyment thereof and of all land and premises (hereinafter called "the additional property") adjacent or near to the conveyed property or the adjoining land which are now or shall be at any time hereafter owned or occupied by the Purchaser and his successors or assigns in whatsoever state the conveyed property or the adjoining land or the additional property may be or to whatever use and purposes they or any part thereof respectively or any erection or building thereon may be put

A: Property Register continued

THE FIRST SCHEDULE

SECOND PART

Description of land in respect of which
covenants are entered into by the Vendor
and over which rights are granted to the Purchaser.

ALL THOSE pieces of land containing 49.865 acres or thereabouts situate in the Parish of Wrington in the County of Somerset delineated on the plan annexed hereto and thereon coloured blue which said pieces of land form part of Cornerpool Farm and are more particularly described by reference to the numbers on the Ordnance Survey Map for the said Parish (1903 Edition) (Sheet Somerset XI. 7) and the acreages as follows:-

Number on O.S. Map	Area in Acres
176	6.565
177	6.183
178	4.694
179	.471
180	1.488
181	.543
182	1.225
Part 183	5.440
Part 185	17.944
212	5.312
TOTAL ... 49.865 Acres	

THIRD PART

Description of the adjoining land of the
Purchaser

ALL THOSE pieces of land situate in the Parish of Wrington in the County of Somerset delineated on the plan annexed hereto and thereon coloured green which said land forms part of the Lulsgate Bottom Aerodrome

THE SECOND SCHEDULE

RIGHTS affecting the restricted area

1. Full and free right liberty and authority for the Purchaser and his officers agents servants and workmen from time to time and at all times hereafter within the period (hereinafter called "the said period") ending on the expiration of twenty one years after the death of the last survivor of the descendants now living of His late Majesty King George V to cut fell lop or prune any timber and trees now standing on the restricted area or any part thereof or in the hedges bounding the same and for that purpose to enter upon the restricted area or any part thereof the Purchaser doing as little damage as possible to the restricted area and making reasonable compensation for any damage caused to the restricted area or any crops thereon by such felling any timber so felled remaining the property of the Vendor or other the owner for the time being of the land on which the same was growing PROVIDED that the right granted by this paragraph shall not prejudice or affect the covenants contained in the Third Schedule to the before written deed prohibiting the planting or growing hereafter of any trees or hedges on the restricted area.

2. Such easements or rights of interference with the free use of the restricted area as may be necessary to the full extent of and in accordance with the covenants on the part of the Vendor in the before-written deed and in the Third Schedule thereto contained and so as to render the same in all respects effective.

NOTE: "The Conveyed Property" mentioned in clause 1 lies to the south of the land in this title. The land coloured blue mentioned in the second part of the first schedule lies to the south of the land in this title. The land in this title comprises part of the land coloured green mentioned in the third part of the first schedule.

A: Property Register continued

5 (20.12.1999) The Deed of Exchange dated 5 November 1948 referred to in the Charges Register contains the following covenants which are expressed to be for the benefit of the land edged and numbered 8 in blue and edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan:-

"3. IN further pursuance of the said agreement and in consideration of the premises:-

(i) Mr. Marshall for himself and the persons deriving title under him (to the intent and so that the covenants herein contained shall be binding on the green land and every part thereof by whomsoever the green land or any part thereof shall for the time being be owned or occupied and may enure for the benefit of the Secretary of State and his successors in title and assigns owner or owners for the time being of the pink land or of the adjoining land or of the additional property or of any part thereof) hereby covenants with the Secretary of State and his successors in title to the pink land and to the adjoining land and to the additional property in manner set out in the Third Schedule hereto

THE THIRD SCHEDULE above referred to

(Being the restrictive covenants entered into

by Mr. Marshall in relation to the green land)

(a) That no building structure or other erection of any kind or of whatever description (whether permanent or temporary) being more than two storeys in height shall at any time be erected built or placed or be permitted to be erected built or placed on the green land or any part thereof

(b) That no building structure or other erection fence shed stack or chimney or obstacle of any kind or of whatever description and whether permanent or temporary exceeding thirty feet in height from the ground level shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the part of the green land hatched yellow on the plan marked "Plan B" annexed hereto or any part thereof and that no tree or hedge on such part of the green land shall be permitted to grow to a height exceeding thirty feet

(c) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or to remain at a height exceeding thirty feet from the ground level upon over or across the said part of the green land hatched yellow on the said plan marked "Plan B" annexed hereto

(d) That no building structure or other erection fence shed stack or chimney or obstacle of any kind or of whatever description and whether permanent or temporary exceeding twenty feet in height from the ground level shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the part of the green land hatched red on the said plan marked "Plan B" annexed hereto or any part thereof and that no tree or hedge on such last mentioned part of the green land shall be permitted to grow to a height exceeding twenty feet

(e) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or to remain at a height exceeding twenty feet from the ground level upon over or across the said part of the green land hatched red on the said plan marked "Plan B" annexed hereto

(f) That in the event of any breach of any of the covenants hereinbefore contained occurring within the said period defined in the Second Schedule to the before-written deed if Mr. Marshall or any person deriving title under him in respect of the green land or any part thereof shall for fourteen days after notice in writing given by the Secretary of State or his successors in title in respect of the

A: Property Register continued

pink land or the adjoining land or the additional property or any part thereof requiring such breach to be remedied fail or neglect to comply with such covenant and to remedy the breach accordingly the Secretary of State and his successors or his or their assigns or his or their officers and agents shall have the right and liberty within the said period to enter upon the green land or any part thereof with or without workmen servants and agents authorised by him or them and to pull down and demolish any building structure or other erection as aforesaid and any mast overhead cable wire or obstacle and to cut fell lop or prune any timber trees or hedges placed erected carried growing or being upon over or across any part of the green land in contravention of any of the covenants hereinbefore contained or the rights hereinbefore granted and to carry out any work necessary to comply with such covenants Mr. Marshall or his successors in title as aforesaid paying the expense thus incurred the Secretary of State nevertheless doing as little damage as possible to the green land PROVIDED ALWAYS that any action taken by the Secretary of State or his successors in title as aforesaid shall be without prejudice to any other rights and remedies of him or them in respect of any breach of the covenants hereinbefore contained or otherwise."

NOTE: "The Green Land" mentioned in clause 3 is edged and numbered 1 and 2 in blue on the title plan. "The Pink Land" also mentioned in clause 3 is the land edged and numbered 8 in blue on the title plan. The land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan comprises part of "The Adjoining Land" "The Green Land" hatched yellow on the deed plan B mentioned in paragraph (b) of the third schedule is edged and numbered 1 in blue on the title plan. "The Green Land" hatched red on the said deed plan mentioned in paragraph (d) of the third schedule is edged and numbered 2 in blue on the title plan.

- 6 (20.12.1999) The land edged and numbered 8 in blue and edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan has the benefit of the following rights reserved by the Deed of Exchange dated 5 November 1948 referred to in the Charges Register:-

"EXCEPT AND RESERVING unto the Secretary of State in fee simple all the rights described in the Second Schedule hereto in relation to the green land to the intent that such rights shall be for ever appurtenant to the pink land and the adjoining land that is to say the land described in the Third Part of the First Schedule hereto as aforesaid for all purposes connected with the use occupation and enjoyment thereof and of all land and premises (hereinafter called "the additional property") adjacent or near to the pink land or the adjoining land which are now or shall be at any time hereafter owned or occupied by the Secretary of State and his successors or assigns in whatsoever state the pink land or the adjoining land or the additional property may be or to whatever use and purposes they or any part thereof respectively or any building or erection thereon may be put

THE FIRST SCHEDULE before referred to

THIRD PART

(Being a description of the adjoining land
of the Secretary of State)

ALL THOSE pieces or parcels of land situate in the Parish of Wrington in the County of Somerset delineated on the plan marked "Plan A" annexed hereto and thereon coloured blue which said pieces or parcels of land form part of the Lulsgate Bottom Aerodrome

THE SECOND SCHEDULE above referred to

(Being the rights in relation to the green

A: Property Register continued

land reserved to the Secretary of State)

1. Such easements or rights or interference with the free use of the green land as may be necessary to the full extent of and in accordance with the covenants on the part of Mr. Marshall in the before-written deed and in the Third Schedule thereto contained and so as to render the same in all respects effective

2. Full and free right liberty and authority for the Secretary of State and his officers agents servants and workmen from time to time and at all times hereafter within the period (hereinafter called "the said period") ending on the expiration of 21 years after the death of the last survivor of the descendants now living of His late Majesty King George V to cut fell lop or prune any timber and trees growing on the green land or any part thereof or in the hedges bounding the same the height whereof shall be such as to constitute a breach of the covenants by Mr. Marshall contained in the before-written deed and in the Third Schedule thereto and for that purpose to enter upon the green land or any part thereof the Secretary of State doing as little damage as possible to the green land and making reasonable compensation for any damage caused to the green land or any crops thereon by such felling any timber so felled remaining the property of Mr. Marshall or other the owner for the time being of the land on which the same was growing PROVIDED that the aforesaid right liberty and authority shall not prejudice or affect the aforesaid covenants by Mr. Marshall."

NOTE: "The Green Land" is edged and numbered 1 and 2 in blue on the title plan. "The Pink Land" is the land edged and numbered 8 in blue on the title plan. The land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan comprises part of the land coloured blue on the Deed Plan A mentioned in the third part of the first schedule.

- 7 (20.12.1999) The Deed of Exchange dated 5 November 1948 referred to in the Charges Register contains the following provision:-

"(vi) Notwithstanding anything in the conveyance of the green land hereinbefore contained the Secretary of State and his successors in title owner or owners for the time being of the adjoining land or of the additional property or of any part thereof shall be fully at liberty to erect such buildings on any part of the adjoining land or of the additional land or to use the same in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by Mr. Marshall or his successors in title may be obstructed diminished or destroyed and such access and use of light and air as last aforesaid shall notwithstanding the conveyance hereinbefore contained be and henceforth continue to be enjoyed by Mr. Marshall and his successors in title by virtue of the agreement hereby expressly made for that purpose and not otherwise."

NOTE: "The Green Land" is edged and numbered 1 and 2 in blue on the title plan and the land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan comprises part of "The Adjoining Land"

- 8 (26.02.2019) The land has the benefit of any legal easements granted by a Transfer of the land in this title dated 20 December 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are reserved by the said deed and affect the registered land.

NOTE: Copy filed.

- 9 (26.02.2019) The Transfer dated 20 December 2018 referred to above contains a provision relating to the creation and/or passing of easements.

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

B: Proprietorship Register continued

- 1 (26.02.2019) PROPRIETOR: BRISTOL AIRPORT DEVELOPMENTS LIMITED (Co. Regn. No. 05175337) of Administration Building, Bristol International Airport, Bristol BS48 3DY.
- 2 (26.02.2019) The price stated to have been paid on 20 December 2018 was £239,600.
- 3 (08.06.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 May 2015 in favour of Credit Agricole Corporate And Investment Bank referred to in the Charges Register or their conveyancers.

C: Charges Register

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

- 1 (08.06.2015) REGISTERED CHARGE dated 7 May 2015 affecting also other titles.

NOTE: Charge reference ST163374.
- 2 (08.06.2015) Proprietor: CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK (incorporated in France) (UK Regn. No. FC008194) of Broadwalk House, 5 Appold Street, London EC2A 2AG.
- 3 (08.06.2015) The proprietor of the Charge dated 7 May 2015 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 4 (03.12.2019) 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.

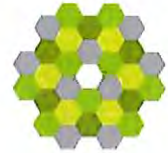
Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	03.12.2019 Edged and numbered 1 in blue (part of)	Crew Room and Office in Aviation House	08.11.2019 commencing 8 November 2019 and expiring 7 November 2024	
2	03.02.2021 Edged and numbered 2 in blue (part of)	Offices and Operations room	28.09.2020 commencing 14.11.2019 and expiring 13.11.2024	
3	26.07.2021 Edged and numbered 1 in blue (part of)	Crew Room, Aviation House (First Floor)	28.05.2021 commencing 1 July 2021 and expiring on 1st April 2028	

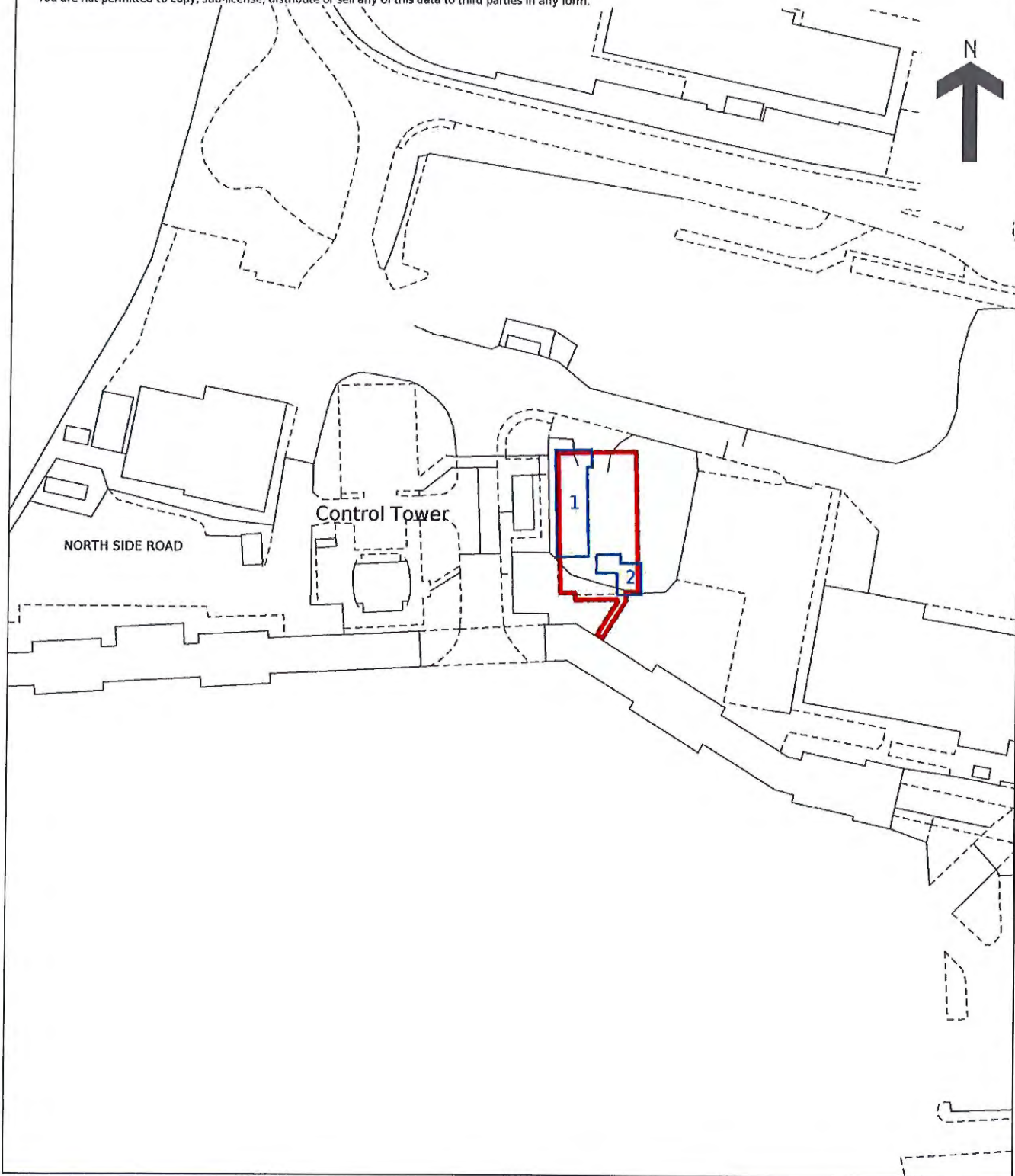
End of register

HM Land Registry
Official copy of
title plan

Title number **ST351064**
Ordnance Survey map reference **ST5065SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **North Somerset**



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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

SSW4

This is the exhibit marked "SSW4" referred to in the witness statement of Stuart Sherbrooke Wortley.

[REDACTED]

From: Melanie Cameron [REDACTED]
Sent: 31 July 2024 09:18
To: Melanie Cameron; Kristin Garrett; Wortley, Stuart; Joanna McMahon; Caroline Milnes
Subject: BAL Injunction - Court Application

Dear Sir/Madam

You may have read that Just Stop Oil activists are threatening to conduct a campaign of disruption to air travel this summer. You may also have seen reports in the press about the recent incidents at Heathrow Airport on 24 July, where ten activists were arrested for conspiracy to interfere with key national infrastructure, on 30 July where two activists were arrested after spray painting the departure boards, and at Gatwick Airport on 29 July where protesters used suitcases with lock on devices to block the departure gates. There have also been protests at a number of European airports including Germany's Cologne-Bonn Airport where climate activists glued themselves to the runway on 24 July.

We have recently decided to apply for a civil injunction to restrain incidents of trespass and nuisance by protesters at Birmingham Airport. We are not the only airport to have taken this decision. Injunctions are now in place at Heathrow, Manchester, Stansted, East Midlands, London City, Luton, Leeds Bradford and Newcastle Airports. We intend to make a joint application along with Liverpool John Lennon and Bristol Airports. The application which we intend to make will extend to the whole of the airport which is covered by the airport's byelaws. This includes the land / buildings which are the subject of your leases. If the Court agrees to grant an injunction, the exact wording will be a matter for the Court's discretion. the intended effect of what we will be asking the Court to order, however, will be to prevent protest (including "peaceful" protest) on any part of the airport (or any flight departing from the airport) including the parts of the airport which have been leased to you. The need to prevent even "peaceful" protest arises acutely at airports because of their particular sensitivity, including in relation to matters of security, as we are confident you appreciate. Please note that any order made by the Court will enable you to apply to the Court (on notice to us/our solicitors) to vary or discharge the injunction. So, if it turns out that the order creates some unforeseen problem for you, you will have the right to bring it to our attention and ask the Court to deal with the situation appropriately. We do not propose to ask you to join in the proceedings as a joint Claimant, or to join you as named defendants. We are aiming to apply to the Court for an injunction as soon as possible, but we cannot provide a precise date.

Melanie Cameron
Head of Property

Birmingham Airport

Tel: [REDACTED]

E-mail: [REDACTED]

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BIRMINGHAM AIRPORT LIMITED
REGISTERED IN ENGLAND & WALES No: 2078273
REGISTERED OFFICE: BIRMINGHAM AIRPORT BIRMINGHAM B26 3QJ ENGLAND

From: John Irving [REDACTED]
Sent: 29 July 2024 09:50
To: External - Daniel Fortune
Cc: Wortley, Stuart
Subject: Liverpool Airport Injunction

Dear Daniel

You may have read that Just Stop Oil activists are threatening to disrupt air travel this summer and you may have seen reports in the press about:-

- the arrests at STN on 20.06.24 (2 x JSO activists sprayed 2 aircraft with orange paint);
- the arrests at LGW on 25.06.24 (4 x JSO activists caught with bags containing bandages which, if released near the runway, would risk damage to jet engines);
- the letter which was issued by Just Stop Oil to the prime minister of the United Kingdom, Keir Starmer, of their intention to take action at airports;
- the arrests at LHR on 25.07.24 (10 x JSO activists arrested following intelligence led operation).

We have recently decided to apply for a civil injunction to restrain incidents of trespass and nuisance by protesters at Liverpool airport.

We are not the only airport to have taken this decision. Injunctions are now in place at the following airports (links to the injunction court papers and the Orders are provided):

- London City Airport
<https://www.londoncityairport.com/corporate/corporate-info/reports-and-publications/injunction>
- Manchester Airport
<https://www.manchesterairport.co.uk/about-us/injunction/>
- Stansted Airport
<https://www.stanstedairport.com/about-us/injunction/>
- East Midlands Airport
<https://www.eastmidlandsairport.com/about-us/injunction/>
- Heathrow Airport
[https://www.heathrow.com/company/local-community/injunction#:~:text=On%209%20July%202024%2C%20the,campaign\)%20without%20the%20consent%20of](https://www.heathrow.com/company/local-community/injunction#:~:text=On%209%20July%202024%2C%20the,campaign)%20without%20the%20consent%20of)
- Leeds Bradford Airport
<https://www.leedsbradfordairport.co.uk/injunction>
- London Luton Airport
<https://www.london-luton.co.uk/corporate-site/lla-publications/injunction>
- Newcastle Airport
<https://www.newcastleairport.com/about-your-airport/airport-company/injunction/>
- Gatwick Airport
<https://www.gatwickairport.com/injunction.html#:~:text=On%2019%20July%202024%2C%20the,permission%20of%20Gatwick%20Airport%20Limited.>

We intend to make a joint application along with Birmingham and Bristol Airports.

The application which we intend to make will extend to the whole of the airport which is covered by the airport's byelaws. This includes the land / buildings which are the subject of your lease. If the Court agrees to grant an injunction, the exact wording will be a matter for the Court's discretion.

The intended effect of what we will be asking the Court to order, however, will be to prevent protest (including "peaceful" protest) on any part of the airport including those parts of the airport which have been leased to you. The need to prevent even "peaceful" protest arises acutely at airports because of their particular sensitivity, including in relation to matters of security, as we are confident you appreciate.

Please note that any order made by the Court will include express provision allowing you to apply to the Court to vary or discharge the injunction. Notice of any such application should be given to Stuart Wortley of Eversheds Sutherland (International) LLP who is copied into this message.

We do not propose to ask you to join in the proceedings as a joint Claimant or to join you as named defendants.

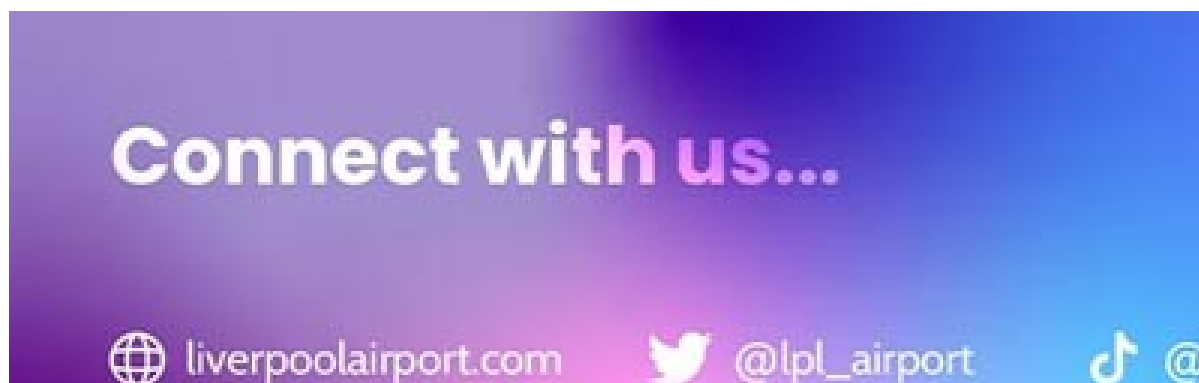
We are aiming to issue the application for an injunction during the week commencing Monday 29 July.

If you have any questions, please let me know.

Regards
John

John Irving
Chief Executive
Liverpool John Lennon Airport

Tel: [REDACTED] | **Mobile:** [REDACTED]



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From: Lucinda Simeone [REDACTED]
Sent: 29 July 2024 10:23
To: Andrew Dixon BSc. MRICS
Subject: Injunction to restrain incidents of trespass and nuisance by protesters

Dear all,

You may have read that Just Stop Oil activists are threatening to disrupt air travel this summer and you may have seen reports in the press about:-

- the arrests at STN on 20.06.24 (2 x JSO activists sprayed 2 aircraft with orange paint);
- the arrests at LGW on 25.06.24 (4 x JSO activists caught with bags containing bandages which, if released near the runway, would risk damage to jet engines);
- the letter which was issued by Just Stop Oil to the prime minister of the United Kingdom, Keir Starmer, of their intention to take action at airports;
- the arrests at LHR on 25.07.24 (10 x JSO activists arrested following intelligence led operation).

We have recently decided to apply for a civil injunction to restrain incidents of trespass and nuisance by protesters at Bristol Airport.

We are not the only airport to have taken this decision. Injunctions are now in place at the following airports (links to the injunction court papers and the Orders are provided):

- London City Airport
<https://www.londoncityairport.com/corporate/corporate-info/reports-and-publications/injunction>
- Manchester Airport
<https://www.manchesterairport.co.uk/about-us/injunction/>
- Stansted Airport
<https://www.stanstedairport.com/about-us/injunction/>
- East Midlands Airport
<https://www.eastmidlandsairport.com/about-us/injunction/>
- Heathrow Airport
[https://www.heathrow.com/company/local-community/injunction#:~:text=On%209%20July%202024%2C%20the,campaign\)%20without%20the%20consent%20of](https://www.heathrow.com/company/local-community/injunction#:~:text=On%209%20July%202024%2C%20the,campaign)%20without%20the%20consent%20of)
- Leeds Bradford Airport
<https://www.leedsbradfordairport.co.uk/injunction>
- London Luton Airport
<https://www.london-luton.co.uk/corporate-site/lla-publications/injunction>
- Newcastle Airport
<https://www.newcastleairport.com/about-your-airport/airport-company/injunction/>
- Gatwick Airport
<https://www.gatwickairport.com/injunction.html#:~:text=On%2019%20July%202024%2C%20the,permission%20of%20Gatwick%20Airport%20Limited.>

We intend to make a joint application along with Birmingham and Liverpool Airports.

The application which we intend to make will extend to the whole of the airport which is covered by the airport's byelaws. This includes the land / buildings which are the subject of your lease. If the Court agrees to grant an injunction, the exact wording will be a matter for the Court's discretion.

The intended effect of what we will be asking the Court to order, however, will be to prevent protest (including "peaceful" protest) on any part of the airport including those parts of the airport which have been leased to you. The need to prevent even "peaceful" protest arises acutely at airports because of their particular sensitivity, including in relation to matters of security, as we are confident you appreciate.

Please note that any order made by the Court will include express provision allowing you to apply to the Court to vary or discharge the injunction. Notice of any such application should be given to Stuart Wortley of Eversheds Sutherland (International) LLP who is copied into this message.

We do not propose to ask you to join in the proceedings as a joint Claimant or to join you as named defendants.

We are aiming to issue the application for an injunction during the week commencing Monday 29 July.

If you have any questions, please let me know.

Kinda Regards

Lucinda

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

SSW5

This is the exhibit marked "SSW5" referred to in the witness statement of Stuart Sherbrooke Wortley.

Extinction Rebellion co-founder arrested at Heathrow protest

Group said that Roger Hallam had been apprehended for the second time in three days

One of Extinction Rebellion's co-founders has been arrested for the second time in three days after trying to fly a drone near Heathrow Airport during an environmental protest, the group said.

Roger Hallam was detained on Saturday while attempting to disrupt flights at Britain's busiest airport with the device.

The activist had been arrested on Thursday during a pre-emptive wave of arrests ahead of the climate change action, and was bailed with conditions not to be within five miles of any airport or possess drone equipment, Extinction Rebellion said.

Footage appears to show him being dragged into a van by several police officers.

A splinter group of Extinction Rebellion, called Heathrow Pause, has been trying to interrupt flights by flying drones in the 5km exclusion zone around the major transport hub.

The group wants to highlight the "dangerous folly of Heathrow expansion" and see the planned third runway cancelled.

Some of the toy drones appear to have been prevented from working by what the activists suspect were signal jammers.

As yet, the eco-protesters have failed to cause any delays and flights continued to land as normal on Friday and Saturday.

Nineteen people, aged between 19 and 69, have now been arrested since Thursday related to the protest, said Scotland Yard.

All were detained on suspicion of conspiring to commit a public nuisance or attempting to commit a public nuisance, with 16 since released on police bail.

A 53-year-old man arrested on Thursday was arrested again on Saturday and taken into police custody, the force added.

A dispersal order around the airport will remain in place until 4.30am on Sunday "to prevent criminal activity which poses a significant safety and security risk to the airport", the force said.

Heathrow Pause claimed one activist was "meditating in a garden when he was bitten on both legs by a police dog" on Thursday.

But the Metropolitan police said while they attempted to arrest a man in Hornsey, north [London](#), "he made off from them on foot".

A spokeswoman added: "He was pursued by officers and a police dog, which bit the man on the leg as he was subsequently detained.

"The man received minor injuries to his leg but declined to be taken to hospital. He was arrested on suspicion of conspiracy to commit public nuisance and taken to a police station, where he currently remains in police custody."

Heathrow and police refused to comment on specific measures they may have taken to stop the protesters' drones from working, but one expert said existing technology can jam signals between operators and drones.

Richard Gill, chief executive of Drone Defence, told the Press Association: "That technology is definitely available and can do exactly that. When a drone is operated remotely it relies on a radio connection between the drone and the pilot. Interference can cut that connection between the operator and the drone."

Former Paralympian James Brown was arrested at Terminal 2 on Friday after he took part in the protest, and he told PA that there were up to 35 people willing to fly the devices in an attempt to cause disruption.

Mr Brown, who is partially sighted, did not actually fly a drone and said he held it above his head.

Despite the minimal disruption, Heathrow Pause said it is happy about the "conversation" triggered by its action.

It said on Friday: "The real objective was always to trigger a sensible, honest conversation, throughout society, on the dangerous folly of Heathrow expansion, with the ultimate objective of cancelling the third runway.

"That conversation is now happening. It is incumbent on all of us to keep it going."

Heathrow Airport confirmed its runways were open and said they were committed to addressing climate change.

It said in a statement on Friday: "We will continue to work with the authorities to carry out dynamic risk assessment programmes and keep our passengers flying safely on their journeys today.

"We agree with the need for climate change action but illegal protest activity, designed with the intention of disrupting thousands of people, is not the answer.

"The answer to climate change is in constructive engagement and working together to address the issue, something that Heathrow remains strongly committed to do."

Earlier this week, Metropolitan police deputy assistant commissioner Laurence Taylor advised Heathrow passengers to travel as normal and said they were "confident" disruption would be kept to a minimum.

This action is the latest in a string of climate change protests this year, including the widespread action in London in April, which saw Extinction Rebellion bring sites including Oxford Circus and Waterloo Bridge to a standstill.

Extinction Rebellion co-founder ‘plotted to ground Heathrow traffic with drones’



Extinction Rebellion's co-founder plotted with others to fly drones near Heathrow in order to 'paralyse' the transport hub and 'embarrass' the Government into abandoning plans for a third runway at the airport, a court has been told (PA)

PA Wire



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Extinction Rebellion's co-founder plotted with others to fly drones near [Heathrow](#) in order to "paralyse" the airport and "embarrass" the [Government](#) into abandoning plans for a third runway there, a court has been told.

[Roger Hallam](#) and other eco-activists wanted backing for the protest, launched under the name Heathrow Pause, to go viral and shut down the airport while also triggering arrests and lots of publicity, London's [Isleworth Crown Court](#) was told.

Hallam told detectives in his police interview that the aim of the September 2019 protest was to "close Heathrow for the foreseeable future", the jury heard.

Hallam, 57, of Wandsworth, south London, Larch Maxey, 51, of no fixed abode, and Valerie Milner-Brown, 71, of Islington, north London, have pleaded not guilty to a charge of conspiracy to cause a public nuisance.

Another man, Michael Lynch-White, who is not appearing at this trial, has pleaded guilty to the same charge, jurors were told.

It was to put the operators on alert of the risk of potential catastrophe. As operators concerned primarily with safety, they would have to scramble their ultimate safety measure

Prosecutor James Curtis KC

Hallam, Maxey and Milner-Brown are accused of conspiring with Lynch-White and others on or before September 14 2019 to close the transport hub to air traffic by the “unauthorised and unlawful flying” of drones within Heathrow’s 5km (3.1-mile) flight restriction zone.

A media campaign was launched and “random people” who believed in the cause were invited to “pop up” and make sure the “threat was multi-headed and compelling”, prosecutor James Curtis KC said.

He said: “It was to put the operators on alert of the risk of potential catastrophe. As operators concerned primarily with safety, they would have to scramble their ultimate safety measure.”

Mr Curtis added: “This case is not about the merits of the various measures which are desired to save the planet nor is it about the beliefs of the people who want to achieve those ends.

“This case is about the closure of Heathrow airport in the short term or, as they contemplated, in the long term, closing it down to world traffic.”

Mr Curtis said the defendants’ “stated aim, made in note after note, public pronouncement after public pronouncement, was to paralyse the major transport hub of Great Britain which is also the busiest in Europe” and to do it “not just for an hour or so but a week, two weeks” or “an indistinct period”.

There is terrible danger for aircraft being struck or nearly struck by flying objects

Prosecutor James Curtis KC

The court was told the protesters’ “agreed plan” came from the “most laudable aims – to save the planet from imminent destruction” – and the deaths they predict could come from carbon emissions.

Mr Curtis said the protest was aimed at “forcing the Government and Parliament to reverse the go-ahead for Heathrow’s third runway project” and they sought to do this “by paralysing a major organ of the country and forcing Heathrow to shut down”.

It is not suggested the activists plotted to kill anybody or cause an aircraft to crash.

Mr Curtis said their aim was to force operators to face a “potential catastrophe” so they would ground flights.

He said: “There is terrible danger for aircraft being struck or nearly struck by flying objects. It would be a risk that the operators would not be able to afford to take with human beings or vital cargo on board and with homes nearby on the ground beneath.”

People joining the protest would also have posed a risk because “most of them were new to drone flying, with little or no experience of flying machines”, the court heard.

Claims by the protest group that they hoped passengers could have made alternative arrangements and that stringent safety measures were taken by the activists were described by the prosecution as “pie in the sky”.

The court was also told the environmental activists met police before the protest to discuss their plans to fly toy drones in the Heathrow exclusion zone.

Mr Curtis said they ignored the “misery and inconvenience” to passengers, which could have included holidaymakers, people visiting dying relatives or the vital transport of medical cargo.

He said they ignored “the vast economic damage” that could have been caused worldwide because “what mattered was in their hearts – they were on a mission of ideals”.

The hearing was adjourned to Tuesday at 10am.

Extinction Rebellion co-founder avoids jail term for drone action near Heathrow

Roger Hallam and two other activists given suspended sentences at Isleworth crown court in London

Extinction Rebellion and Just Stop Oil's co-founder Roger Hallam has avoided imprisonment after attempting to bring disruption to Heathrow airport by getting involved in [an action to fly toy drones](#) in the vicinity.

Climate activists said the aim of the plan was to raise awareness about the impact of the airport's proposed third runway on the climate.

Hallam, along with Dr Larch Maxey, had previously been found guilty of conspiracy to cause public nuisance in relation to the Heathrow drones action. A third man, Mike Lynch-White, pleaded guilty.

At a sentencing hearing at Isleworth crown court in west [London](#) on Friday, Hallam and Maxey were both given two-year sentences suspended for 18 months. Lynch-White was given a 17-month sentence suspended for 18 months. All are required to carry out hundreds of hours of community service.

Climate activists who attended court welcomed the fact that the men received non-custodial sentences.



The drones were in the air between 14 and 18 September 2019 and in the words of Judge Edmunds, when passing sentence on Friday, "the action fizzled out, with no more than 20 drones within a five-day period" flown.

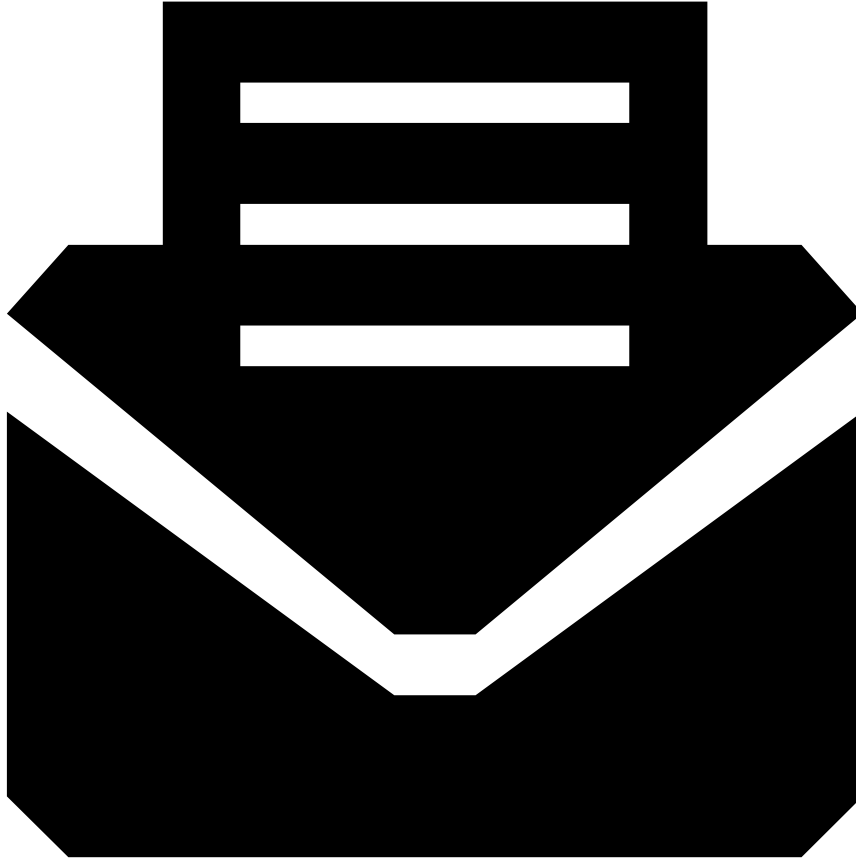
The drone flights were within the 5km exclusion zone around the airport.

While the judge said he was satisfied that all three men were committed to the principle of non-violence, he found them to be "naive" about the risks of the action.

In November 2023 the court heard that Hallam and others planned to fly drones near Heathrow in order to "paralyse" the airport and "embarrass" the government into abandoning plans for a third runway there.

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The action was staged by the organisation Heathrow Pause, which called for plans for the airport's third runway to be halted due to its projected impact on climate breakdown, noise and air pollution, and to open up a debate.

In a statement issued before the sentencing hearing, Hallam said: "Humankind is heading for indescribable suffering if we continue to put carbon emissions into the atmosphere. Thousands of people need to create mass economic disruption and go to prison in order to force governments to protect their people and enact legislation that will rapidly reduce carbon emissions."

Roger Hallam

About

DISRUPTION WORKS.

DISRUPTION IS JUSTIFIED.

Only mass civil resistance can stop the top global 1% imposing mass death on billions of people.

We are out of time for anything else.

"The essence of what is human is the ability to make a decision, a conscious decision, about what is right in life."

As an organic farmer for over 20 years, I could no longer sustain my vegetable growing. The impacts of climate change were decimating the livelihoods of farmers such as myself. Something was very wrong with the world; I could feel it, I could see it and I knew that something had to be done about it as our entire food production system was at stake.

I studied the science and realized beyond unequivocal doubt that the extinction crisis was upon us and that our impending annihilation was being perpetuated by psychopathological criminals who have no interest in the wellbeing of the average human being or the natural world.

Something needed to be done; I gave up everything I had and left for Kings College where I spent the next 4 years sleeping in my car in order to complete my studies in the science of mass mobilization in the tradition of Martin Luther King and Gandhi. I found the answers to the questions I had been seeking. I discovered the actions that we need to take in order to buy ourselves as much time as possible and mitigate indescribable suffering that awaits us as most of the planet becomes uninhabitable and we risk unspeakable horrors such as mass slaughter, starvation and rape, and the rise of fascistic regimes as the scramble for water and land takes off.

HOPE DIES, ACTION BEGINS.



My arrest for flying toy drones outside Heathrow Airport

I've been accused of many things, most of them are true.

Some of them however are carefully crafted media propaganda, which even my own movement has used against me.

This is something that you can expect unfortunately when you use your voice and stand out from the crowd. The only way we're going to sort ourselves out is if we realise that this is not about us, but about our children and everything we hold sacred. Something bigger than us. About all that we hold to be sacred.

We've got to get ourselves and our egos out the way if we are going to make a change. We are going to have to be willing to make sacrifices because what we are facing is worse than World Wars. It threatens all life on this planet.

We have to let go of who we thought we were and how we thought life would turn out, and be willing to step into service for the sake of all that we hold to be precious. We need a revolution.

In 2018 I co-founded [Extinction Rebellion](#). I have lost count of the number of times I have been arrested. I have been on two hunger strikes

I have been to prison three times in the last three years and I am waiting for three jury crown court trials in the UK.

I started [Burning Pink](#) in 2019 to create a direct action movement which would stand in elections to create a political revolution: legally binding citizens assemblies to take over from politicians. We have painted the buildings of NGOs and political parties that refuse to tell the truth and act upon it.

The Manifesto: What is to be done

It is clear that catastrophe is now locked in. Short of a technological miracle being rolled out in the next five years, global heating will force around a billion people to leave their homes within the next two

decades as the world heads over 2C – that's 7C in inland areas, 15C on a "hot day". The global economic system will collapse and impoverishment will hit billions of people. Revolutions are now inevitable. Functional human extinction – only around a billion people located about the polar regions – is not. The key question for humanity now is whether the revolutions will be fascistic or democratic – based upon hate or popular deliberation, enacting escapist nihilism or compassionate realism. So what is to be done?

Exit reformism to begin the revolution

Reformism makes sense when the structure of society is sound. When it is about to collapse then it becomes at best a displacement activity and at worst an active block to effective collective action. Preparing for the revolution means two things: first to give up our jobs and "go to the people", working 60-70 hours a week – leafleting, setting up stalls, door knocking, creating public meetings for working class orators who can move people to tears, and also people's assemblies where people reconnect and discover the ecstasy of solidarity. Second, a growing alliance of the willing needs to shut down "the economy" – that is, the death machine that is taking us to extinction – blocking roads and transport infrastructure, city centres and financial districts, week after week until arrests lead to violence by the state and imprisonment. Absolute nonviolent discipline will need to be maintained so that an internal open democratic culture can flourish, and we can appeal to the general population to join with us. The revolution will be led by women and the young and old, not by aggressive men, or it will turn into civil war and fascism.

Enact a radical democratic takeover of the state and institute citizens' assemblies

Only a revolution can save us now because what objectively needs to be done to slash carbon emissions cannot be done by the gradualist

carbon addicted regimes. This is not a “radical” position. It is a position held privately by government insiders and experts all round the world. The present regime has utterly failed and it will not save us. Going to more COPs is fucked! What is needed is a pincer movement – to stand in elections as ordinary people to uncompromisingly tell the truth and call for legally binding citizens’ assemblies to take over from politicians, and at the same time to organise mass civil disobedience in capital cities to last for two to four weeks – until the central demand for citizens’ assemblies is agreed to. This how rapid political change takes place.

Citizens’ assemblies – legally binding and independently organised, followed by a second revolution on the streets.

Permanent citizens’ assemblies need to become the new legislative arm of the state. This is the precise constitutional definition of a democratic revolution in the twenty-first century. They are legally binding so they cannot be ignored by parliaments and are organised by independent civil society groups and social movements rather than by the government and elites. When they announce their decisions, the carbon elites and their political administrators will break the rules and use lies and violence to try to take back power. This happens in all revolutionary episodes. We have to be prepared for this. As soon as citizens’ decisions are made millions will have to come back onto the streets to ensure the people’s will is done. That we demand life not death. And nothing will stop us.

All hands on deck for zero emissions and geo engineering

Citizens’ assemblies need to be asked how to get to zero emissions within 2-4 years, an 80% cut in two years. Not “net zero” which enables the carbon addicts a get out clause of “over shooting” and bringing down the temperature with technologies that do not yet exist. People in the citizens’ assemblies will be selected randomly

from the population and will need to have their deliberations shown live on TV so that the whole population can learn about the horrors of our situation. Cities and regions should hold their own assemblies and debates so legitimacy for a complete emergency draw down of the carbon economy wins popular patriotic support – that is, our country, all our traditions, are at stake unless we completely change course. Outcomes will involve decisions such as:

- 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).
- The reappropriation of 90% of the assets of the top 10% income bracket of the population to fund this emergency transformation, as would happen in wartime.
- Massive investment in renewable energy and retrofitting of housing to the extent of removing all fossil fuel inputs into the economy within two years. A ban on all new construction and the appropriation of all empty housing to give to those in housing need.
- Massive investment in creating natural carbon sinks and geoengineering – the latter being used to the extent necessary to return to 350 parts per million of CO₂ in the atmosphere.

All of this is beyond politics, it is objectively necessary. It will only be opposed by carbon psychopaths on the left and right whose pursuit of their private interests undermine the common good – that is, the need for our families, communities and nations to continue to exist. The situation is like a war or a national emergency – like covid. Everyone will have to come together. Otherwise we are done for. It's as simple as that.

This is what needs to be done.



On BBC's Hardtalk

THE CLIMATE REVOLUTION IS BEYOND POLITICS

At 2°C above pre-industrial temperatures it will be 4C or more inland, 10°C hotter on a “hot day”; too hot for billions of people to grow food. A thousand million people will be forced to leave their homes (ref: [Future of the human climate niche](#))

The climate crisis is creating social collapse which will get worse and worse each decade.

Conservatives:

Allowing this to happen violates all our traditions, destroys families and communities, destroys our nations.

Liberals:

We face the destruction of all the progress towards freedom and prosperity built up over hundreds of years.

Radicals:

Corporate capitalism doesn't just create vile inequality, it now creates global mass death. It has to be stopped.

Only a revolution can bring us together. Only when we remember that we are all connected, only when we remember we are not separate from nature but part of it, only then can we come together on the basis of the one human value on which we all can unite: that life is good and we must preserve it at all cost. Whatever it takes.

“We face a stark choice: Resistance or Complicity”

TAKE ACTION

“Only by engaging in civil resistance: breaking the laws of governments,
leading to arrest and prison, will we force them to change.
It's too late for anything else”

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NEWS | UK

Just Stop Oil founder Roger Hallam handed longest-ever jail sentence for peaceful protest over M25 chaos

Roger Hallam handed five-year sentence while four others are jailed for four years



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Five Just Stop Oil protesters, including one of its co-founders, have been jailed for conspiring to organise protests that blocked the M25 motorway.

Roger Hallam, 58, Daniel Shaw, 38, Louise Lancaster, 58, Lucia Whittaker De Abreu, 35, and Cressida Gethin, 22, agreed to cause disruption to traffic by having protesters climb onto gantries over the motorway for four successive days in November 2022.



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Hallam was sentenced to five years' imprisonment while the other four defendants were each handed four years' imprisonment.

Prosecutors alleged the protests, which saw 45 people climb up the gantries, led to an economic cost of at least £765,000, while the cost to the Metropolitan Police was more than £1.1 million.

They also allegedly caused more than 50,000 hours of vehicle delay, affecting more than 700,000 vehicles, and left the M25 “compromised” for more than 120 hours.



JUST STOP OIL PROTESTERS CAUSED DELAYS ON THE M25

PA MEDIA

A police officer suffered concussion and bruising after being knocked off his motorbike in traffic caused by one of the protests on November 9 2022, prosecutor Jocelyn Ledward KC said at the sentencing hearing at Southwark Crown Court on Thursday.

The sentences are thought to be the longest sentences ever given in the UK for non-violent protest, [the Guardian reports](#), beating those given to Just Stop Oil protesters Morgan Trowland and Marcus Decker for scaling the Dartford Crossing.

At the sentencing at Southwark Crown Court, Judge Christopher Hehir said: “The plain fact is that each of you some time ago has crossed the line from concerned campaigner to fanatic.

“You have appointed yourselves as sole arbiters of what should be done about climate change.”

The defendants, referred to as the Whole Truth Five by Just Stop Oil on social media, shouted “we love you” from the dock immediately after the sentences were passed down.

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Over 100 arrests in London after flares thrown at Downing St gates as unrest breaks out across UK over Southport attack



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They were greeted by Just Stop Oil supporters as they were driven from prison to Southwark Crown Court on Thursday.

All five defendants joined a Zoom call on November 2 2022 in which discussions were held about the planned protests, based off “what was said expressly and what could be inferred”, and were aiming to recruit others for the protests on the call, Ms Ledward told the court.

On the call, Hallam reportedly said they intended to cause “the biggest disruption in British modern history” as the climate group repeated calls for the Government to end to new oil and gas exploration in the North Sea.

A journalist from the Sun newspaper, who had joined the call pretending to be interested in the protest, managed to record some of it and passed the recordings on to the police.

Judge Christopher Hehir said the Zoom call showed “how intricately planned the disruption was and the sophistication involved”, and was “compelling evidence” of the existence of a conspiracy.

There was “extensive organisation and planning” for the protests and each defendant had a “significant role” in the conspiracy, Ms Ledward said.

The defendants were convicted by a jury of conspiracy intentionally to cause a public nuisance, contrary to section 78 of the Police, Crime, Sentencing and Courts Act 2022 and Section 1 of the Criminal Law Act 1977, on July 11.

In a statement on Thursday Just Stop Oil said the five were sentenced to jail for “nothing more than attending a Zoom call”

The judge told the court 11 protesters were arrested on suspicion of contempt outside the court during the case’s trial on July 2, but the court had discontinued its proceedings against them on July 11 after he became “concerned” about their position.

There have been no protests on the M25 since November 2022.

MORE ABOUT JUST STOP OIL PROTESTERS M25

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Just Stop Oil protesters jailed after M25 blocked



JUST STOP OIL/PA

| The protests on the M25 resulted in nearly 51,000 hours of driver delays

Tom Symonds

BBC News

18 July 2024

Five environmental activists who organised protests that brought part of the M25 to a standstill over four days have been jailed.

Forty-five Just Stop Oil protesters climbed gantries on the motorway in November 2022, forcing police to stop the traffic, in an attempt to cause gridlock across southern England.

Judge Christopher Hehir said Roger Hallam, 58, Daniel Shaw, 38, Louise Lancaster, 58, Lucia Whittaker De Abreu, 35, and Cressida Gethin, 22, had "crossed the line from concerned campaigner to fanatic".

At Southwark Crown Court, Hallam was sentenced to five years' imprisonment while the other defendants each received four-year jail terms.

'Intricate planning'

The sentences are the longest since the introduction by the last government of the new law of conspiracy to cause a public nuisance, in a bid to clamp down on disruptive protests.

The court heard the intention was to block most of the M25, preventing traffic from other roads from joining the motorway.

The action resulted in chaos on the M25 over four successive days, causing nearly 51,000 hours of driver delays, the court heard. The protests closed parts of the motorway in Kent, Surrey, Essex and Hertfordshire.

People missed flights, medical appointments and exams. Two lorries collided, and a police motorcyclist came off his bike during one of the protests on 9 November 2022 while trying to bring traffic to a halt in a "rolling road block".

Prosecutors alleged the protests led to an economic cost of at least £765,000, while the cost to the Metropolitan Police was put at more than £1.1m.



PA MEDIA

| Roger Hallam received the longest sentence

A Zoom call chaired by Shaw was infiltrated and recorded by a Sun newspaper journalist and passed to the police, the court heard.

Judge Hehir said the recording revealed the "intricate planning and the level of sophistication involved" in the protest action.

He said the defendants were "parading their political views" by appointing themselves as "sole arbiters of what should be done about climate change".

Hallam, a veteran environmental campaigner, was described as the "ideas man" of the movement, while the judge said Shaw was "up to his neck" in the planning of the protest.

What is Just Stop Oil and what are its goals?

19 June

Activist sentenced over Heathrow drone plan

5 April

Whittaker De Abreu and Gethin were arrested close to the M25 dressed to climb the gantries that cross the motorway.

Lancaster rented a safe house for activists due to take part, and bought climbing equipment.

Representing herself in court, Lancaster said the impact of climate change meant it was a "perilous and critical point in human history" and added that "all other means of democratic persuasion have failed".

Gethin, from Dorstone in Herefordshire, told the judge: "It was always my intention to limit the harm caused by the disruption." But, she said, it would not have happened if "those in power had been taking their responsibilities seriously".

A barrister for Hallam said the 58-year-old had since rejected direct action campaigning due to its limitations and changed his approach to more conventional political campaigning.

The judge responded that the campaigner had "turned the trial into a piece of direct action protest".



PA

Cressida Gethin and her four co-defendants were convicted by a jury of conspiracy to intentionally cause a public nuisance

During the proceedings, Hallam was arrested three times for disobeying the orders of the judge.

He had also encouraged supporters to go to the court with signs saying: "Juries have a right to hear the whole truth."

On 2 July, some arrived with placards stating: "Jurors have an absolute right to acquit a defendant according to their conscience."

As a result the judge, apparently concerned that this could affect the jury's decisions, ordered the arrests of 11 protesters for contempt of court.

However, Judge Hehir confirmed on Thursday he had dropped the charges, saying Hallam had "orchestrated" the protest at court, making those who responded to his call less culpable.

The 11 said they "vehemently refuted the unfounded accusation that we were manipulated into acting for or by Roger Hallam".



| Just Stop Oil staged a series of protests on the M25 motorway

Hallam said in a statement during the trial: "The corruption of our judges by the carbon state has crossed a line in the sand.

"This is an opportunity, and an obligation, to act. We only have a limited amount of time to halt the unimaginable horrors of climate and social collapse - and to save our democracy."

The law of conspiracy to cause a public nuisance, which was introduced in 2022, outlaws direct action that causes "serious harm" to a section of the public. This can include property damage, injury, serious distress, annoyance or inconvenience.

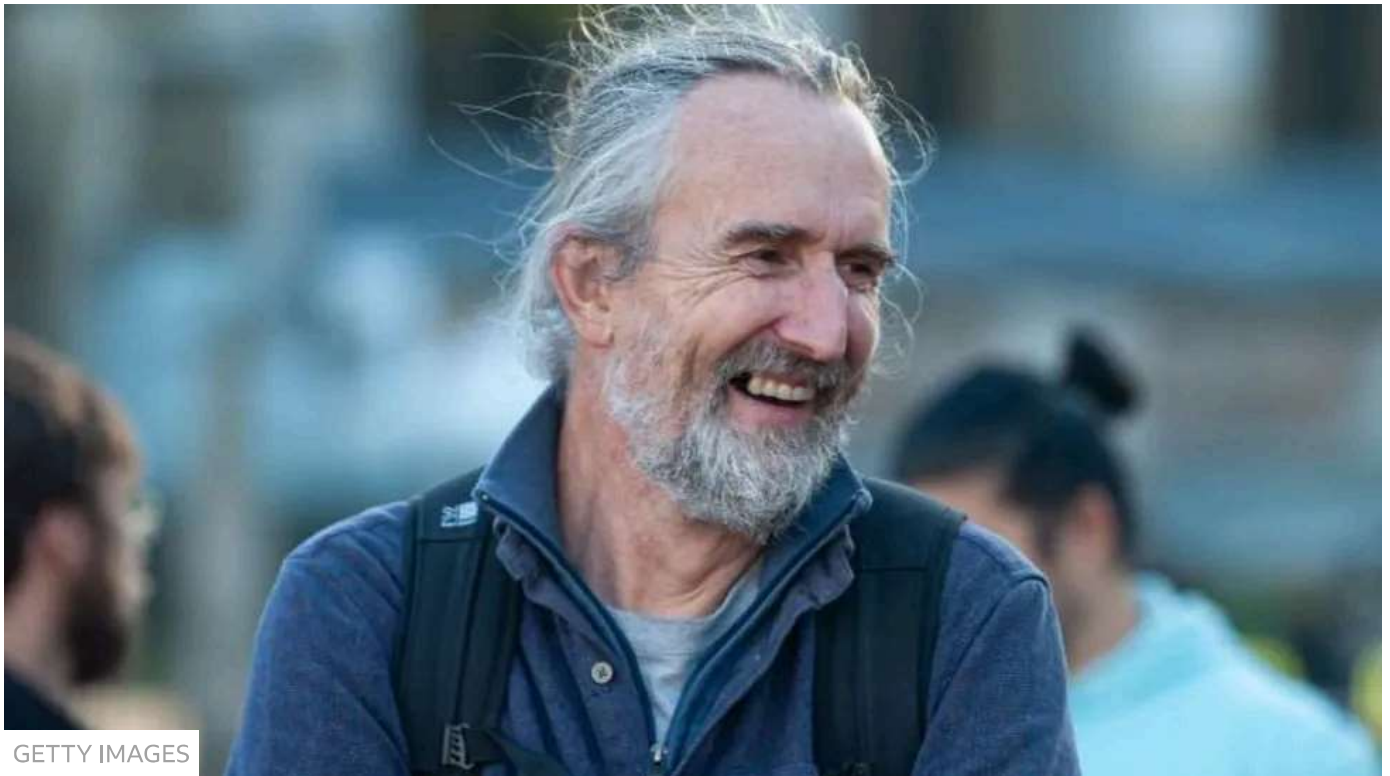
In April 2023, Morgan Trowland, who scaled the Queen Elizabeth II Bridge, was jailed for three years for an offence under the new legislation.

The judge in the M25 case argued that Parliament had made clear it saw non-violent direct action against national infrastructure as serious and passed a law allowing him to hand down sentences of up to 10 years - more than for some violent offences.

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Climate

Why Just Stop Oil's long jail sentences could embolden some activists



GETTY IMAGES

| Extinction Rebellion founder Roger Hallam

Dominic Casciani >

Home and Legal Correspondent

[@BBCDomC](#) >**Justin Rowlett** >

Climate Editor

28 July 2024

When five activists who brought chaos to the M25 motorway were jailed last week, some thought the law had finally caught up with Just Stop Oil.

Celebrities spoke out in anger at the lengthy sentences - and a United Nations official described their treatment as “not acceptable in a democracy”.

With Roger Hallam, the architect of the modern environmental protest movement, **and his co-conspirators now behind bars**, this might have been “checkmate” in a five-year long game of legal chess between the state and a group of increasingly bold direct action environmental groups.

But at least for some Just Stop Oil activists, it doesn't appear to have worked.

On Wednesday ten of them were arrested at Heathrow Airport after a suspected plot to block the runway was foiled at last minute.

That shouldn't come as a surprise, because getting jailed was always part of the strategy for JSO. It is one of the first things that new joiners are asked: would you be locked up?

Speaking to the BBC exclusively in a recorded message from his prison cell this week, Hallam stood by his actions.

“The strategic moral imperative is resistance to the greatest [crisis] in the history of humanity”, the JSO co-founder said.

Direct action remains “the right strategy”, he added, confident that while in the short run some people may be deterred, others will only grow more determined.

It begs the question of what Just Stop Oil is planning next - and whether they're about to outpace the law once again.



Extinction Rebellion burst onto the scene with a series of headline-grabbing demonstrations

It all began with Extinction Rebellion (XR).

The organisation was co-founded by Hallam and burst into the public consciousness with a series of demonstrations involving hundreds of people blocking roads in central London, culminating in the protests of April 2019.

Protesters brought parts of the capital to a halt for more than a week - and dumped a large pink boat in the middle of Oxford Circus.

It was a spectacle - but the police were furious as they were diverted from frontline duties. By the end of the year, XR protests had cost them £37m.

Meanwhile XR split under the weight of public fury over the chaos.

In July 2020, the group expelled Hallam and later disavowed actions that interfered with people's daily lives, saying it wanted to "prioritise attendance over arrest".

Enter Just Stop Oil and Insulate Britain, two new groups created by Hallam and other disaffected XR members to continue the disruptive direct action tactic.

JSO is now by far the most active of the two. As well as its no-notice motorway occupations, it has targeted sporting events, including Wimbledon and the Ashes and famously brought the World Snooker Championship in Sheffield to a standstill with an explosion of orange chalk dust.

In the face of this disorder the state felt compelled to act. Police chiefs asked for more and better powers - and they got them.

Today police chiefs can impose time and noise limits on protests.

Just Stop Oil sentences condemned by celebrities

23 July

What is Just Stop Oil and what are its goals?

19 June

It's now a crime to "lock on" to an object with super glue, but the most important new power is the crime of causing a public nuisance - used effectively against protesters blocking roads.

An activist can be guilty of causing public nuisance if they do something that causes "serious harm" to the public, defined by Parliament as causing "serious annoyance" and "serious inconvenience".

Between its introduction in 2022 and the end of 2023, figures show that there have been 250 prosecutions for this offence, many of them climate protesters. About half have resulted in a conviction.

But the law says that someone cannot be found guilty of causing a public nuisance if they had a reasonable excuse for what they did.

Is climate emergency a reasonable excuse?



| Marcus Decker and Morgan Trowland climbed the Queen Elizabeth II bridge

The protesters have repeatedly said their reasonable excuse is they are drawing attention to their fears for the planet, but judges say this is not a legal defence - as sitting in the road is not necessary to do this.

The first major test of this law came in October 2022.

That month JSO activists Morgan Trowland and Marcus Decker **climbed up the Queen Elizabeth II bridge over the Thames estuary.**

Some 36 hours, an eight-mile traffic jam, a million vehicles delayed and a £917,000 bill for the economy later, Trowland was jailed for three years and Decker for two.

The M25 five got longer sentences because they had been lead conspirators in a plan to get 45 people to bring the entirety of London's orbital motorway to a halt.

At neither trial were the defendants able to use climate change as a lawful excuse for their actions.

In the M25 case there were periods when some of the defendants refused to co-operate with the judge at all as he told them to restrict what they were saying in court.

That meant the jurors had little choice other than to convict - yet outcry still followed.

But the key question is whether imposing sentences the protesters say are draconian will work to deter future demonstrations.



ESSEX POLICE

The protests on the M25 resulted in nearly 51,000 hours of driver delays, police say.



PA

Cressida Gethin and her four co-defendants were convicted by a jury of conspiracy to intentionally cause a public nuisance

Arrests have always been part of Hallam's tactics, which draw inspiration from the Suffragettes and Gandhi's independence struggle in India.

The idea is that jailed activists become martyrs to the cause, living symbols of the urgency of the climate issue and their commitment to the cause. And the issue gets publicity too.

The new Labour government isn't showing any signs of wanting to change the law.

Hallam certainly thinks a change in policy is unlikely. "They'll probably go for the easy win of hitting people who most people don't like," he suggested.

So have Just Stop Oil and groups like it run out of legal road?

Not quite.

Judges at the European Court of Human Rights in Strasbourg have long held the view that peaceful protesters should not be jailed.

The court could rule that the law in England and Wales is incompatible with basic rights to protest and free speech.

At that point not only would Sir Keir Starmer be in a very sticky position, but the protesters themselves may be emboldened to reach for the super glue once more.

Related Topics

[Climate](#) [Environment](#) [Just Stop Oil](#)

More on this story

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

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- (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

SSW6

This is the exhibit marked “SSW6” referred to in the witness statement of Stuart Sherbrooke Wortley.

RESTRICTED (when complete)

Page 1 of 5

WITNESS STATEMENT

(Criminal Procedure Rules, r27.2; Criminal Justice Act 1967, s.8; Magistrates' Courts Act 1980, s.5B)

URN:

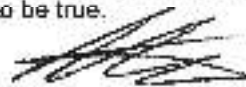
Statement of: Benjamin David Smith

Age if under 18: 0/18

Occupation: T/Assistant Chief Constable

This statement (consisting of 5 page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I may be required to attend court and that I shall be liable to prosecution if I have wilfully stated anything in it, which I know to be false, or do not believe to be true.

Signature:

 ACC 1618

Date: 10/04/22

I am the above named person and have worked as a police officer for Warwickshire Police for the last 18 years. I am currently Temporary Assistant Chief Constable with responsibility for Local Policing, but I am also Gold Commander, and the senior policing lead, for the response to protest activity linked to the Kingsbury Oil Terminal. Warwickshire Police, in terms of forces nationally, is a relatively small force. It has 1050 officers currently policing a population 570,000 people spread across an area just under 2,000 sq km.

Prior to 1st April 2022, I had received a number of briefings on Just Stop Oil, who are a protest group and describe themselves as a coalition of groups working together to ensure the Government commits to halting new fossil fuel licensing and production.

In responding to protest, the police have two main duties; to not prevent, hinder or restrict peaceful protest; and in certain circumstances, take reasonable steps to protect those who want to exercise their rights peacefully.

As Gold for the operation I wrote a strategy with the overall aim being:

to provide an impartial and proportionate policing response to protests in relation to the lawful activities at Kingsbury Oil Terminal, protecting life and minimising the risk of harm to all those connected to it.

Although plans were made to police potential protest activity linked to Just Stop Oil, the scale and frequency of the activity that has been experienced over the last 10 days has created a real challenge for the force and indeed UK policing. In addition it is important to make clear that although policing has a duty to protect the rights of those who wish to protest peacefully, the Just Stop Oil protest activity has not been peaceful or lawful. The group has engaged in direct unlawful action to prevent the lawful activity of the oil depot and its distribution partners.

At the time of writing there have been 180 arrests in Warwickshire alone.

I will now provide a summary of the protest activity the force has dealt with since 1st April.

Signature:

 ACC 1618

Signature witnessed by:

2017

Ben Smith/04/22

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Page 2 of 5

Statement of Benjamin David Smith

URN: 31st March – 1st April

Approximately 40 protestors attended the site at Kingsbury in possession of various devices to lock on to each other, vehicles or infrastructure. They were also in possession of glue to glue themselves to the carriageway. The protestors stopped and then climbed on oil tankers, glued themselves to the road and sat in the main entrance roadway. Distribution operations at the site were suspended and a significant police operation was instigated. 42 arrests were made and distribution operations at the site recommenced at 2030hrs.

2nd April – 3rd April

At approximately 1930hrs, 40 protestors attended the Kingsbury site, blocking the main entrance. They glued themselves to the carriageway and locked onto each other. A number also climbed on top of oil tankers. Protest activity continued throughout the night and into 3rd April. Distribution Operations at the site were suspended and only partially re-opened at 1730hrs. Protestors remained at the site till 0000hrs before dispersing. Total arrest numbers at 68.

5th April

At 0730 hrs, 20 protestors attended the site and blocked the main entrance, again locking onto each other and gluing themselves to the carriageway. Operations at the depot were suspended. 10 arrests were made and the site was operational by 1100hrs.

A second wave of protestors attended the site at 1130hrs and targetted Junction 9 and Junction 10 of the M42, climbing onto oil tankers as they moved slowly off the slip roads. Operations at the depot were suspended and some tailbacks encroached onto the M42, creating risk to other road users. The protestors were removed and roads reopened at 1430hrs, with operations recommencing at the site. Total arrest numbers at 78.

7th April

At 0030 hrs, a small group of protestors approached the main entrance to the site and attempted to glue themselves to the carriageway. While police resources were distracted, 40 protestors approached across the fields to the rear of the site. They sawed through an exterior gate and scaled the fences to gain access to the oil terminal. Once on site, the protestors dispersed to a number of different locations including: the tops of three large fuel storage tanks containing unleaded petrol, diesel and fuel additives; two insecure cabs of fuel tankers locking themselves in with keys; the tops of two fuel tankers; onto the floating roof of another large fuel storage tank; into a half constructed fuel storage tank. They also used various lock on devices to secure themselves to the structures.

Signature: 

ACC 16 48

Signature witnessed by:

2017

Ben Smith/04/22

RESTRICTED (when complete)

Page 3 of 5

Statement of: Benjamin David Smith

URN:

An extremely complex and challenging policing operation was initiated, utilising a variety of specialist teams, working alongside staff from the oil terminal and the fire service. The site was cleared of protestors by approximately 1700hrs. Total arrest numbers at 127.

9th April – 10th April

At 1050hrs, 4 protestors arrived at the main entrance and attempted to glue themselves to the carriageway. Three were arrested immediately. A short while later a male was arrested trying to abseil from a road bridge over Trinity Road to the north of the site, attempting to block the road. At 1530hrs, a caravan was deposited at the side of the road on Piccadilly Way, to the South of the site and 20 protestors glued themselves to the sides and top of the caravan. It was discovered that occupants within the caravan were attempting to dig, via a false floor, a tunnel under the road which would have blocked it for a considerable period. The caravan was forcibly entered at 0200hrs on the 10th April and 6 occupants arrested. An additional 22 were arrested from outside the caravan. Protestors continued to target the site on the 10th April, scaling tankers and gluing themselves to the carriageway. By the end of the day the total arrest numbers was at 180.

It is also important to note that Kingsbury has not experienced a constant level of peaceful or lawful protest. The protest activity has manifested as periods of high intensity, high volume and unlawful protest, followed by no protest over the next 24 hours. The activity has been highly coordinated, specifically targetted, and immediately unlawful in nature.

Policing 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 services that we are able to deliver. Officers who may have ordinarily been policing the communities of North Warwickshire, the road networks of North Warwickshire, or supporting victims of crime in 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.

Community Impact

Signature: 

Acc 1618

Signature witnessed by:

2017

Ben Smith/04/22

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Page 4 of 6

Statement of: Benjamin David Smith


URN:

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 protestors 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.

Investigation

A significant police investigation is underway to deal with all those protestors who have been arrested as part of the operation. Although large numbers of arrests have been made, the offences for which they can be arrested (obstruction of the highway etc) are generally low level and summary only offences which means the criminal justice options can be limited. We have also utilised bail conditions to try and prevent protestors returning to the site but these have largely proved to be unsuccessful with many of the protestors already being arrested multiple times from the Kingsbury site. Even when protestors breach their bail conditions, unless arrested for a further substantive offence, that are merely dealt with for the original offence for which they were arrested prior to the bail conditions being set. As stated, these are low level summary offences and therefore charge and remand in custody is not an option open to us. We have considered other potential options, including attempting to seek a threshold test charge on conspiracy offences on the evening of the 10th April. This did not meet the CPS bar, and therefore the detainees were bailed again with conditions. Other potential police powers have been considered but none that we are aware of would give us the weight of severity that would allow us to seek a charge and remand in custody. An Injunction would allow us to put the detainee immediately before a court to seek a remedy which may help to disrupt the enduring unlawful protest cycle that we currently find ourselves in.

Warwickshire Police would be fully supportive of this injunction as we consider that it would be expedient for the promotion or protection of the interests of the inhabitants of the local area. A power of arrest would allow my officers to deal with protestors effectively and robustly and then place them immediately before the court. We have considered all other options. This may then provide some deterrent to the ongoing unlawful behaviour and may help to protect the local community from the tortuous ordeal that they are currently experiencing.

Signature:  AC-C 1618

Signature witnessed by:

2017

Ben. Smith/D4/22

RESTRICTED (when complete)

Page 5 of 5

Statement of: Benjamin David Smith

URN:

I have grave concerns for public safety should the behaviour of the protestors continue in its current form. The Kingsbury site is an extremely hazardous site where the very presence of certain items and clothing on site is restricted because of the potential dangers of explosion or fire. The protestors have had no regard for their own or others safety with actions including the use of mobile phones on site (strictly prohibited), the scaling and locking on to very volatile fuel storage tanks, the tunnelling activity in close proximity to high pressure fuel pipes, and the forced stopping, and then scaling, of fuel tankers on the public highway. Not only does this cause unacceptable levels of risk to themselves and the public, it also puts my officers in significant danger as they have to attempt to remove them from the places they have decided to put themselves.

To support this application I have provided exhibit BDS1, which is a selection of Section 9 statements from my officers who have been at Kingsbury Oil Terminal and witnessed the protest activity first hand. I also exhibit BDS2, which are a number of video clips which illustrate the unlawful activity that the protestors are engaging in.

 ACC 1618Signature:  ACC 1618

2017

Signature witnessed by:

Ben Smith/04/22

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

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Defendants

SSW7


This is the exhibit marked "SSW7" referred to in the witness statement of Stuart Sherbrooke Wortley.



Settings



Post

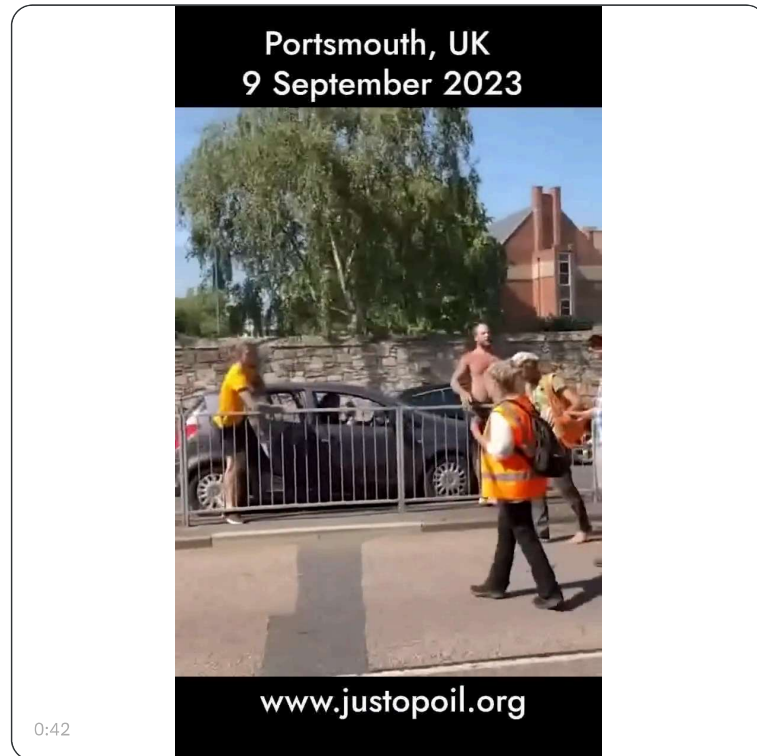
Just Stop Oil 
@JustStop_Oil



🚧 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 juststopoil.org



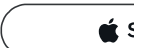
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**IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION**

Before: Mrs Justice May

On: 26 July 2024

BETWEEN:

NATIONAL HIGHWAYS LIMITED

- and -



**PERSONS UNKNOWN CAUSING THE BLOCKING OF, ENDANGERING, OR
PREVENTING THE FREE FLOW OF TRAFFIC ON THE M25 MOTORWAY, A2,
A20 AND A2070 TRUNK ROADS AND M2 AND M20 MOTORWAY, A1(M), A3,
A12, A13, A21, A23, A30, A120 A414, A1081 AND A3113 TRUNK ROADS AND
THE M1, M3, M4, M4 SPUR, M11, M26, M23 AND M40 MOTORWAYS FOR THE
PURPOSE OF PROTESTING**

Defendants

ORDER

PENAL NOTICE

**IF YOU THE WITHIN NAMED DEFENDANTS OR ANY OF YOU DISOBEY THIS ORDER
YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED,
FINED OR HAVE YOUR ASSETS SEIZED.**

IMPORTANT NOTICE TO THE DEFENDANTS

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

**A Defendant who is an individual who is ordered not to do something must not do it
himself/herself/themselves or in any other way. He/she/they must not do it through others
acting on his/her/their behalf or on his/her/their instructions or with his/her/their
encouragement.**

FURTHER TO the Order made by Mrs Justice Collins Rice dated 26 April 2024 ("**the Rice Order**")

AND UPON the Claimant's application by Application Notice dated 24 July 2024 ("**the Application**")

AND UPON Mrs Justice May reading the Third Witness Statement and exhibits of Sean Martell dated 25 July 2024

AND UPON the Court being satisfied that based on the evidence before the Court that there is a threat such that the Rice Order should be varied to cover certain additional parts of the Strategic Road Network ("**the Additional Parts**") as defined at paragraph 1.b. of this Order by reference to the plans at Appendix 4 to this Order

AND UPON the Claimant re-confirming that this Order is not intended to prohibit lawful protest which does not block or endanger, or prevent the free flow of traffic on the Roads and Additional Parts as defined in paragraph 1 of this Order

AND UPON the Court being satisfied, pursuant to CPR PD23A paragraph 3(1) and (4), that given the exceptional urgency of the Application, the Claimant do have the permission of the Court to have the Application heard without service of the Application Notice

AND UPON the Police Representative Assistant Chief Constable Mark Williams consenting on behalf of all the Chief Constables for those forces listed in Schedule 2 that the Third Party Disclosure provisions at paragraph 7 of this Order also apply to the Additional Parts as well as the Roads, which consent has been evidenced to the Court

AND UPON HEARING John Litton KC and Michael Feaney for the Claimant (the Defendants not attending nor making any submissions in writing or otherwise) at a hearing on 26 July 2024.

IT IS ORDERED THAT:

Definitions

1. In this Order, the following defined terms shall apply:
 - a. "**Defendants**" means all defendants.
 - b. "**the Additional Parts**" shall mean all of the following (shown in dark blue on the plans at Appendix 4 to this Order):
 - i. the M1 (from Junction 8 to Junction 11);

- ii. the A1081 (from Junction 10 on the M1 to the start of the London Road slip road);
 - iii. the M11 (from Junction 7 to Junction 10 and including the M11 A1301 junction); and
 - iv. the A120 (from Junction 8 of the M11 to the B1256 (adjacent to Huntingfields House)).
- c. **“the Roads”** shall mean all of the following:
- i. The M25, meaning the London Orbital Motorway and shown in red on the plans at Appendix 1 annexed to this Order.
 - ii. The A2, A20, A2070, M2 and M20, meaning the roads shown in blue and green on the plans at Appendix 2 annexed to this Order.
 - iii. The A1(M) (Junction 1 to Junction 6), A1 (from A1M to Rowley Lane and from Fiveways Corner roundabout to Hilltop Gardens), M11 (Junction 4 to Junction 7), A12 (M25 Junction 28 to A12 Junction 12), A1023 (Brook Street) (from M25 Junction 28 roundabout to Brook Street Shell Petrol Station access), A13 (M25 Junction 30 to A1089), A13 (from junction with A1306 for Wennington to M25 Junction 30), A1089 (from junction with A13 to Port of Tilbury entrance), M26 (whole motorway from M25 to M20), A21 (M25 to B2042), A23 (M23 to Star Shaw), M23 (Junction 7 to Junction 10 (including M23 Gatwick Spur)), A23 (between North and South Terminal Roundabouts), A3 (A309 to B2039 Ripley Junction), M3 (Junction 1 to Junction 4), A316 (from M3 Junction 1 to Felthamhill Brook), A30 (M25 Junction 13 to Harrow Road, Stanwell, Feltham), A3113 (M25 Junction 14 to A3044), M4 (Junction 1 to Junction 7), M4 Spur (whole of spur from M4 Junction 4 to M4 Junction 4a), M40 (Junction 7 to A40 at Fray’s River Bridge), M1 (Junction 1 to Junction 8), A405 (from M25 Junction 21A to M1 Junction 6), A1 (from Fiveways Corner roundabout to Hilltop Gardens), and A414 (M1 Junction 8 to A405), meaning the roads shown in red on the plan at Appendix 3 annexed to this Order.
 - iv. In the case of each of the Roads and the Additional Parts, the reference to the Roads and Additional Parts shall include all carriageways, hard shoulders, central reservations, motorway (including the A1(M)) verges, slip roads,

roundabouts (including those at junctions providing access to and from the Roads), gantries, traffic tunnels, traffic bridges including in the case of the M25 the Dartford Crossing and Queen Elizabeth II Bridge and other highway structures whether over, under or adjacent to the motorway/trunk road, together with all supporting infrastructure including all fences and barriers, road traffic signs, road traffic signals, road lighting, communications installations, technology systems, laybys, police observation points/park up points, and emergency refuge areas.

- d. “**Injunction Website**” means the page on the National Highways website which holds the information as to injunctions in force, which is presently at: <https://nationalhighways.co.uk/about-us/high-court-injunctions-for-motorways-and-major-a-roads/>.

Injunction in force

2. With immediate effect and until 23.59 hrs on 10 May 2025 the Defendants and each of them are forbidden from:
- a. Blocking or endangering, or preventing the free flow of traffic on the Roads or the Additional Parts for the purposes of protesting by any means including their presence on the Roads and the Additional Parts, or affixing themselves to the Roads or the Additional Parts or any object or person, abandoning any object, erecting any structure on the Roads or the Additional Parts or otherwise causing, assisting, facilitating or encouraging any of those matters.
 - b. Causing damage to the surface of or to any apparatus on or around the Roads or the Additional Parts including by painting, damaging by fire, or affixing any structure thereto.
 - c. Entering on foot those parts of the Roads or the Additional Parts which are not authorised for access on foot, other than in cases of emergency.

Service by Alternative Method on the Defendants

3. The Court will provide sealed copies of this Order to the Claimant’s solicitors for service (whose details are set out below).
4. Pursuant to CPR r. 6.15, 6.27 and r.81.4:

- a. The Claimant shall serve this Order upon the Defendants by:
- i. Posting a direct link to this Order on the National Highways Injunctions Website at: <https://nationalhighways.co.uk/about-us/high-court-injunctions-for-motorways-and-major-a-roads/m25-high-court-injunction-proceedings/>.
 - ii. Sending a notification of the existence of this Order to the Press Association and in particular advertising the web address of the Injunction Website and a direct link to this Order.
 - iii. Publishing social media posts on the National Highways X and Facebook platforms advertising the existence of this Order and providing a link to the Injunction Website.
 - iv. Emailing a copy of this Order to:
 1. juststopoil@protonmail.com
 2. juststopoilpress@protonmail.com
 3. insulatebritainlegal@protonmail.com
 4. Ring2021@protonmail.com
 5. actions@animalrebellion.org
 6. fundraising@animalrebellion.org
 7. integration@animalrebellion.org
 8. talks@animalrebellion.org
 9. global@animalrebellion.org
 10. localgroups@animalrebellion.org
 11. media@animalrebellion.org
 12. governance@animalrebellion.org
 13. pressoffice@animalrebellion.org
 14. finance@animalrebellion.org
 15. techsupport@animalrebellion.org
 16. info@animalrising.org
 17. enquiries@extinctionrebellion.uk
 18. press@extinctionrebellion.uk
 19. fundraising@rebellion.earth
 20. volunteer@extinctionrebellion.uk
 21. scientistrebellion_uk@protonmail.com

22. scientistrebillion@protonmail.com

5. Service in accordance with paragraph 4 above shall:
 - a. Be verified by certificates of service to be filed with the Court;
 - b. Be deemed effective as at the date of service specified by the certificates of service;
 - c. Be good and sufficient service of this Order on D1 and each of them and the need for personal service is dispensed with.
6. Further, without prejudice to paragraph 4, whilst this Order is in force, the Claimant shall take all reasonably practicable steps to effect personal service of the Order upon any Defendant of whom it becomes aware is, or has been, on the Roads or the Additional Parts for the purposes of protesting and shall verify any such service with further certificates of service (where possible if persons unknown can be identified) to be filed with Court.

Third-Party Disclosure

7. Pursuant to CPR 31.17, the Chief Constables for those forces listed in Schedule 2 to this Order shall procure that the officers within their forces disclose to the Claimant:
 - a. all of the names and addresses of any person who has been arrested by one of their officers in the course of, or as a result of, protests on the Roads or the Additional Parts referred to in these proceedings; and
 - b. all arrest notes, body camera footage and/or all other photographic material relating to possible breaches of this Order.
8. Without the permission of the Court, the Claimant shall not make use of any document disclosed by virtue of paragraph 7 of this Order, other than for one or more of the following uses:
 - a. applying to name and join any person as a Named Defendant to these proceedings and to serve the said person with any document in these proceedings;
 - b. investigating, formulating, pleading and prosecuting any claim within these proceedings arising out of any alleged breach of this Order;
 - c. use for purposes of formulating, pleading and prosecuting any application for committal for contempt of court against any person for breach of any Order made within these proceedings.

9. The Chief Constables listed in Schedule 2 to this Order shall procure that the officers within their forces give the relevant person whose details are to be provided to the Claimant pursuant to paragraph 7 of this Order not less than 48 hours' notice that disclosure will be given under paragraph 7 of this Order and supply a copy of this Order or refer to an e-mail address/website or phone number provided by the Claimant to enable this Order to be provided/available for consideration.
10. Until further Order, the postal address and/or address for service of any person who is added as a Named Defendant to these proceedings shall be redacted in any copy of any document which is served other than by means of it being sent directly to that person or their legal representative.
11. The Claimant is to serve this order on the Police Representative (Assistant Chief Constable Mark Williams (Mark.Williams@npocc.police.uk), by email only by way of service upon the Chief Constables of all of the forces listed in Schedule 2 to this Order.

Further Directions

12. Unless the Court is notified that no hearing is required (as no continuation of the Order is sought), the Order will be reconsidered at a hearing on Friday 25 April 2025 at 10.30 hrs at the Royal Courts of Justice, London to determine whether there is a continued threat which justifies continuation of this Order beyond 23.59 hrs on 10 May 2025 ("**Review Hearing**"). No further application by the Claimant shall be required.
13. The Claimant has liberty to apply for this Order to be reconsidered on the papers in order to avoid unnecessary expense and use of Court time:
 - a. The Claimant's application for reconsideration on the papers must be made by 4pm on 28 March 2025.
 - b. The Claimant shall file any evidence and/or written submissions by 4pm on 28 March 2025. The Claimant shall place any document so filed on the Injunction Website, which shall constitute good service on the Defendants.
 - c. Any other party interested in the review of this Order shall file with the Court and serve on the Claimant (at the address in paragraph 18 below) any evidence and/or written submissions by 4pm on 4 April 2025.
 - d. The Claimant, if so advised, may file and serve upon the relevant party further evidence and/or written submissions in response by 4pm on 11 April 2025.

- e. The Court shall determine whether to proceed on the papers and so vacate the Review Hearing by 4pm on 16 April 2025.

14. The Defendants or any other person affected by this Order may apply to the Court at any time to vary or discharge it but if they wish to do so they must inform the Claimant's solicitors by email to the addresses specified at paragraph 18 below 48 hours before making such application of the nature of such application and the basis for it.
15. Any person applying to vary or discharge this Order must provide their full name and address, and address for service to the Claimant and to the Court and must also apply to be joined as a Named Defendant to these proceedings at the same time.
16. The Claimant has liberty to apply to extend, vary or discharge this Order, or for further directions.

Costs

17. No order as to costs.

Communications with the Claimant

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

DLA Piper UK LLP
Attention: National Highways Injunction Team (Ref: PXB/RXS/439241/16)
Elshaw House
51 Carver Street
Sheffield
S1 4FT
E: NH-Injunctions@dlapiper.com
T: 0207 349 0296

BY THE COURT

MADE ON 26 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

SSW8

This is the exhibit marked "SSW8" referred to in the witness statement of Stuart Sherbrooke Wortley.

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EXCLUSIVE Revealed: The eco mob plot to ruin the summer holidays with activists planning to disrupt flights by glueing themselves to major airport runways

By [PIRIYANGA THIRUNIMALAN](#) and [TOM KELLY](#)

PUBLISHED: 22:32, 9 March 2024 | **UPDATED:** 06:39, 10 March 2024

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Eco-zealots are plotting to ruin family holidays this summer by wreak airports across the country.

An undercover investigation by The Mail on Sunday can reveal mobs activists plan to storm terminal buildings to hold sit-ins, glue themselves and even climb on to jets to paralyse the travel industry.

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Blueprints for the summer of chaos – which aims to bring flights to a standstill day after day and destroy the holidays of 'ordinary people' – were unveiled at a strategy meeting of 100 hardcore campaigners in **Birmingham** last week.

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.'



Eco-zealots are plotting to ruin family holidays this summer by wreaking havoc at airports across the country



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If someone had only looked up, Michael Mosley might still be alive

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Chilling voice note sent between killers of teenager Shawn Seesahai

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'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.'

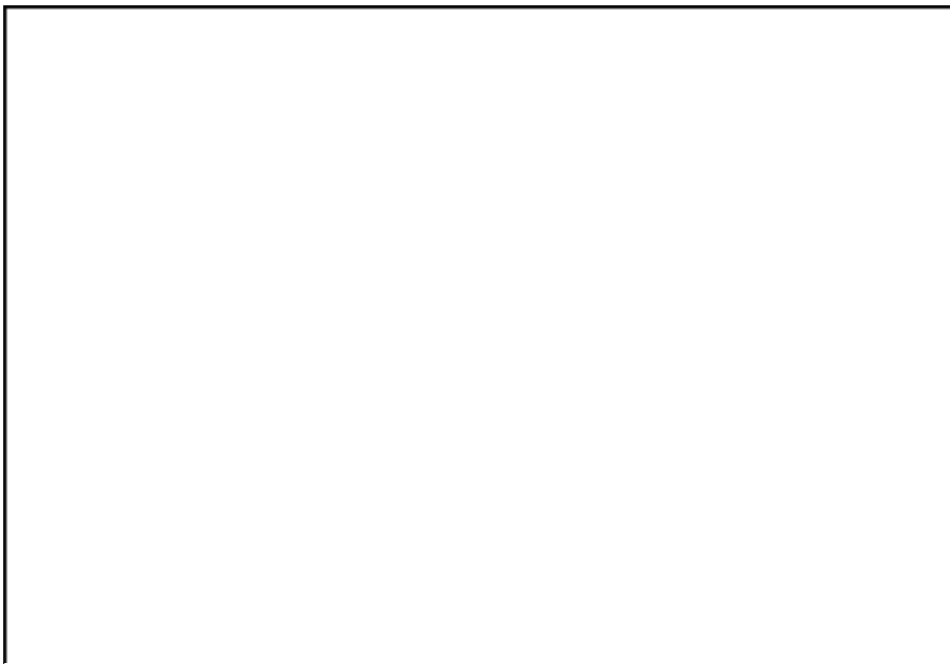
Ms Rumbelow, the 29-year-old daughter of a property developer, has previously been arrested for conspiracy to cause public nuisance during the King's Coronation and made headlines last year when **Sky News** host Mark Austin had to beg her to 'please stop shouting' during an interview.

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.



Protestors cause travel chaos at an airport (stock photo)

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Activists smeared orange paint on a private jet on une 6 last year at Sylt Aiport in Germany

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JSO co-founder Indigo Rumbelow has cited other protests to use as an inspiration for their action

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View gallery**At the meeting she hailed German eco-activists who 'went on to runways, gluing their hands to the ground'**

She said a blind friend of hers was jailed after he 'stood on top of a plane, disrupting tens of flights', and also hailed German eco-activists who 'went on to runways, gluing their hands to the ground'.

'So, close your eyes for a moment, be imaginative, and think about what we could do together,' Ms Rumbelow said. 'We can make this happen at scale this summer.'

Previous protests by the group have included halting traffic on busy roads, targeting an Ashes Test match at Lords and vandalising paintings at the National Gallery.

Ms Rumbelow said: 'We've all in this room disrupted ordinary people in the roads... disrupted ordinary people seeing cultural events, theatre, art shows, football games.'

'The plan... could involve disrupting people on their holidays as well as business flights. It's not comfortable to disrupt ordinary people, but it's completely necessary because without that disruption we don't get anywhere.'

She concluded: 'Hope to see you in the summer on the runway.'

The Mail on Sunday recently exposed the activists' sinister plan to target MPs outside their homes. Last year, the MoS thwarted the plot by Animal Rebellion extremists to halt the Grand National at Aintree by storming the racetrack.

The latest plot is part of an overhaul of the structure of Just Stop Oil (JSO), with the formation of a new organisation called 'Umbrella' under which JSO will be one of four wings. It will also include a youth wing called Youth Demand, a political

Who will pay if my flight is cancelled?

Airlines have to compensate passengers if a flight is cancelled or delayed by more than three hours – but only if they are responsible.

And unfortunately, in the case of activists targeting an airport, they would unlikely to be considered at fault, says consumer champion Martyn James. In some cases the airline will still be required to get passengers to their destination – though this will depend on what the activists do.

If Just Stop Oil force cancellations by gluing themselves to runways or scaling planes, then under the law airlines are obliged to get travellers on the next available flight.

If, however, campaigners block terminals and stop passengers able to board planes and simply leaves without taking responsibility, they are not responsible.

The other alternative is lost holiday on insurance, which can be more complex because of a variety of policies.

Many policies won't cover getting to the airport or

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Speaking about Youth Demand, JSO member Sam revealed: 'We're going to bring the fight to the politicians and the political parties.

'High-profile actions are going to be happening in March against politicians... and in April we've got this four-day action phase. I'm not going to say the details because we want them to be nice and unprepared waiting for us.'

Private jets and newspapers could be targets under the Robin Hood actions.

One activist, Mel, said: 'Ideas are maybe mass actions at financial institutions, maybe hitting places where billionaires go [such as] private airports and other eye-catching locations... yacht showrooms, is that a thing?

'The final idea is something around the failings of the billionaire-owned press. We should be blocking the printworks or marching on News International... I'm sure you've got some ideas.'



JSO's political 'pillar', Assemble, is looking at standing independent MPs at key constituencies that Labour needs to win in the General Election, and forming a 'House of the People' to be sworn in on the same day as the House of Commons.

Last night, Tory MP Gareth Johnson accused the group of 'targeting happiness with misery'.



But Mr James said it would be 'outrageous' if they did refuse to pay out in such a scenario.

'Insurance policies are here to cover you for situations like this,' he said.

'If they refuse, take it to a financial ombudsman.'

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► Elon Musk warns he will BAN Apple devices from his firms after new AI deal to integrate ChatGPT into iPhones and iPads - calling it a 'security violation'



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Just Stop Oil co-founder Indigo Rumbelow at protests last year

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View gallery

Previous protests by the Just Stop Oil have included halting traffic on busy roads, targeting an Ashes Test match at Lords and vandalising paintings at the National Gallery

'They are creating misery for people trying to go about their daily life and get a well-earned break with their family and children.

'All it will do will make people angry with them and their cause. Everyone wants a clean environment but this is not the way. Running on to runways and climbing on the planes also sounds extremely dangerous and could risk lives.'

A JSO spokesman said: 'This summer, we will take action at airports to create enormous disruption and do what the rich and powerful won't: face the climate emergency and end fossil fuels.'

A spokesman for the Airport Operators Association, the trade body for UK airports, said: 'Aviation is working hard to decarbonise its activities... Instead of engaging in damaging and disruptive stunts like this, we'd call on environmental groups to work with the industry.'

Conservatives

Sky News


Birmingham

Just Stop Oil

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Now they're after Brits' holidays! Fury over Just Stop Oil's new plot

Protesters plan to halt airports this summer as they glue themselves to runways, climb on planes and storm terminals.



Just Stop Oil protesters have been called "selfish" as they unveil new plans to ruin holidays for Brits as they storm airports this summer.

According to The Mail on Sunday, protesters want to put airports to a standstill as they demand change from the Government, which has condemned their actions.

The group regularly causes havoc for motorists, glueing themselves to roads and halting traffic for hours. Earlier this year, the group protested outside Farnborough Airport as they hit out at billionaires using private jets.

Now, their summer plot has been revealed as MPs call the group "selfish" and "dangerous". Home Secretary James Cleverly called it "unacceptable guerrilla tactics" and vowed they "must be stopped".

Phoebe Plummer - one of the activists who has become a poster girl for the group - told a JSO meeting about the "radical, unignorable disruption" that could cause chaos to flights around the world.

Just Stop Oil eco-protesters plot campaign of airport disruption in threat to summer holidays



Just Stop Oil are planning a series of protests at airports across the UK and Europe which threaten to cause travel chaos for holidaymakers this summer.

Protesters plan in some cases to glue themselves to runways in the UK and other destinations including Spain, Greece and Turkey.

Hundreds of flights could be delayed by hours or even cancelled as part of the plot by 50 activists, according to the Mirror.

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.

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."

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."

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



A performance of Les Miserables at the Sondheim Theatre was stopped when Just Stop Oil activists stormed the stage on October 5 last year (Just Stop Oil/PA)

PA Media

Clive Wratten, of the Business Travel Association, said: “These planned protests are a blunt instrument that will alienate the people who can bring the change Just Stop Oil wants. The activists should work with British businesses to create meaningful solutions to our climate crisis.

“They should join airlines and their supply industry in bringing forward sustainable fuels and best practices, and we urge protesters to reconsider chaos bringing progress to a standstill.”

Home Secretary James Cleverly said: “Selfish, disruptive protesters who wreak havoc in people’s everyday lives must be stopped. We have given the police more powers to tackle criminals posing as protesters and are backing officers with the tools they need to prevent serious disruption and disorder. More than 600 protesters were arrested during Just Stop Oil’s latest campaign.”

Conservative MP Gary Johnson told the Mirror: “The actions of Just Stop Oil are counterproductive and put people off their cause. Most people want to see the environment protected but militant, highly disruptive protests just anger those who are often just trying to enjoy a family holiday.”

However a Just Stop Oil spokesman said UK government policy on climate change meant the group’s actions were justified.

They said: “In normal circumstances, the sort of activities you’ve outlined would be unacceptable. However, what is more unacceptable is the last 10 straight months of record-breaking temperatures, governments continue to allow more oil and gas drilling. The situation is an emergency and we have to start acting like it.”

More than half of British people plan to travel abroad this summer and three in five have already booked, according to Post Office Travel Money.

Just Stop Oil was founded in 2022 to try to cease the issuing of all new oil, gas and coal licences in the UK.

It has staged dozens of high profile protests, many involving disrupting London traffic.

It has also targeted an Ashes Test match at Lords and members ran on stage during a performance of Les Miserables in the West End.

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Just Stop Oil climate activist Phoebe Plummer (Image: AFP via Getty Images)

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EXCLUSIVE: Just Stop Oil protesters to chill on yoga trip as they plan summer airport chaos

Just Stop Oil protesters are going on a yoga retreat to help get them in the right state of mind for their "biggest action yet" where they are expected to disrupt airports this summer

By Saskia Rowlands, News Reporter
22:58, 3 May 2024 | UPDATED 23:34, 3 MAY 2024

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Just Stop Oil protesters will relax on a yoga retreat before disrupting airports this summer.

The eco campaigners plan to take a break in order to mentally prepare for their “biggest action yet”. It comes after we revealed a plot to halt flights both in the UK and Europe from mid-July.

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Our reporter recently attended a meeting where 50 campaigners gathered. One said: “It’s time for us to prepare ahead of this summer. There will be yoga, meditation and time to chill out together and support each other... it’s for people who are very involved in JSO.



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Just Stop Oil activists and other protesters marching in Westminster (Image: Vuk Valcic/SOPA Images/REX/Shutterstock)

“Some of us will car share and I should think others will get there by train. The coming months will be a lot, and it’s important for people who’ve made the commitment to take some time out.” The group is currently crowdfunding, but it is not known if this will cover the bill for their weekend away.



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Activists plan to glue themselves to runways and clamber on to planes in tourist hotspots like Spain, Greece and Turkey. **Just Stop Oil**’s Phoebe Plummer was applauded as she discussed the “summer strategy” at the event in Central London this week.

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The 22-year-old told the meeting: "Flights operate on such a tight schedule to control air traffic... we're talking about disruption on a scale that has never been seen before. 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 wealth inequality and if we want to create change, we need to adopt a more radical demand."

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Just Stop Oil said: "We have had runaway record temperatures the last 10 months. Meanwhile, the High Court has declared the Government's climate policy unlawful for the second time. Politics is failing and it's time we step into action to do something about it."

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Summer 2024 Actions

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

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By Just Stop Oil

📍 United Kingdom

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- Careers

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SSW9

This is the exhibit marked “SSW9” referred to in the witness statement of Stuart Sherbrooke Wortley.



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An outer London airport – Farnborough – frequently used by the super-rich and politicians, including Boris Johnson, has been the target of Extinction Rebellion and other groups. They highlighted how the flying habits of the super rich are effectively helping to kill us all via their contribution to the climate crisis.

Farnborough: you’re killing us all!

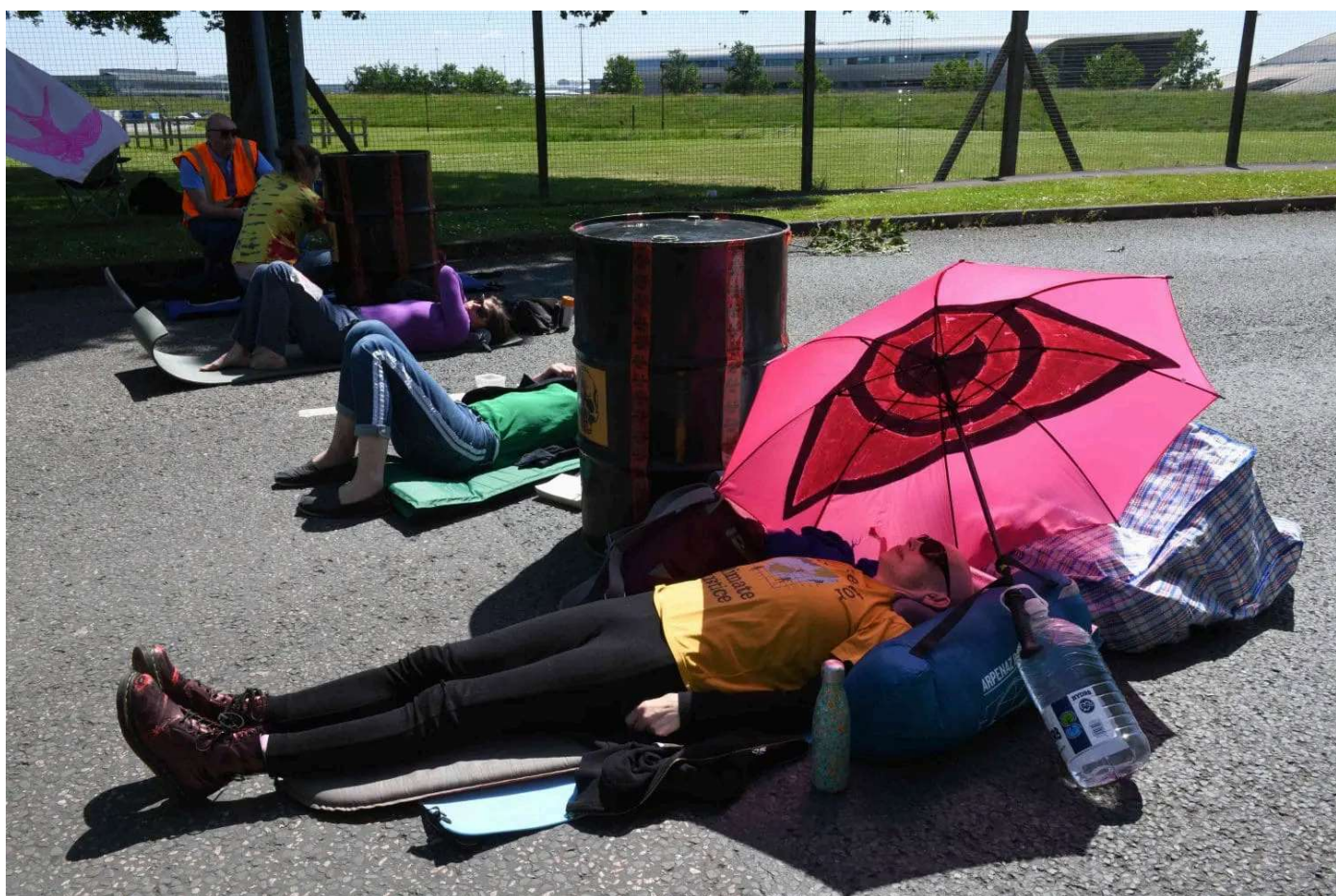
On Sunday 2 June, a group of activists blocked all the main gates of Farnborough airport, the biggest private jet airport in the UK, which has plans to greatly expand. This was part of an international week of action targeting private jets and the injustice of aviation, with protests happening in Denmark, Germany, Mexico, Norway, Sweden, Switzerland, and the US.

At Farnborough, protesters barricaded the airport’s Gulfstream Gate with the Extinction Rebellion pink boat:





Ively Gate had four protesters locked on to oil drums:



At the airport's departure gate activists mounted two tripods blockading the entrance:



A fourth group of protesters moved between the airport's other gates to block them:



At all three main gates, protesters released colourful smoke flares, chanting slogans and engaging with members of the public, accompanied by the XR Rebel Rhythms band of drummers:



Dr Jessica Upton, a veterinary surgeon and foster carer from Oxford, said:

I'm here today because private airports are an abomination. Expanding Farnborough would be putting the indulgent wants of the rich minority over the needs of the majority. Local people need cleaner air and less noise pollution, and the world's population urgently needs rapid reductions in greenhouse gas emissions to survive.

Private airports disproportionately contribute to climate breakdown and closing them would boost our chances of sticking to the Paris Climate Accords, the supposedly legally binding international treaty agreed to and signed by our government.

More than 100 people took part in the protests and several were arrested.

Farnborough airport: private jets should be banned

Inês Teles, campaigner at Stay Grounded, said:

It's utterly obscene that, during a climate and cost of living crisis, while people are burning under scorching heat in India and Mexico or being displaced by catastrophic flooding in Brazil, the super-rich keep flying on their private jets and pouring gas in a world on fire.

These are the worst form of bullshit flights, and need to be banned, as well as short-haul flights or night flights. We need to stop this madness and hold the super-rich and institutions accountable for the destruction they are causing.

The actions happened under the banner of the Make Them Pay campaign, supported by Stay Grounded, Scientist Rebellion, and Extinction Rebellion groups. Hundreds of citizens and scientists from around the globe backed these demands.

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1. Ban Private Jets
2. Tax Frequent Flyers
3. Make Polluters Pay

Gianluca Grimalda, university researcher and climate activist, said:

Private jets are the single most polluting form of transport, causing about 10 times more CO2 emissions per passenger than a regular flight, and up to 100 times more than trains. About two thirds of such flights are done for leisure over short stretches on which a lower-emitting alternative exists.

The 'collateral damage' of such flights is to cause about 20.000 deaths every year, as we know that every 4.000 ton of CO2 will kills one person and private jets produce about 80 million tons of CO2 every year. This is unacceptable, inhumane, and abhorrent.

Aviation is the pinnacle of climate injustice

But private jets are not the only problem: aviation as a whole is the pinnacle of climate injustice, with 1% of the population being responsible for 50% of its emissions and 80% of the world population never having set foot on a plane.

As the world witnesses the announced death of the 1.5° C barrier, scientists and people worldwide call for a full shift in terms of how society relates to aviation and other high emission sectors, to be able to avert the worst effects of climate breakdown which, while affecting everyone, will be even more deadly for the poorest and most vulnerable parts of society.

The rich need to step up and cut superfluous habits such as using private jets, if the entire society is to support a move towards the necessary change.

A report by Oxfam highlighted that the richest 1% grabbed nearly two-thirds of all new wealth created since 2020, totaling \$42 trillion, almost twice as much money as the bottom 99% of the world's population.

The demands of the Make Them Pay campaign seek to pave the road towards a fairer wealth distribution: an annual wealth tax of up to 5% on the world's billionaires could raise \$1.7 trillion a year, enough to deliver a 10-year plan to end hunger, support poorer countries being ravaged by climate impacts, and deliver universal healthcare and social protection for everyone living in low-income countries.

Climate inequality is one of the world's most pressing problems, and questions of social and economic justice must be at the heart of how we act on the climate collapse.

Featured image and additional images via Extinction Rebellion

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Just Stop Oil protesters who sprayed Stonehenge are bird-watching Oxford student, 21, and Quaker, 73

Police have arrested six [Just Stop Oil](#) activists at a supposed soup night in [London](#) this evening.

Hackney Police has detained a number of key organisers for the group who had allegedly been plotting to cause mayhem for thousands of holidaymakers this summer by disrupting airports across the UK.

Officers swooped on an east London community centre earlier today and arrested six activists during an event which JSO later claimed was a 'soup night'.

The eco group also claimed another protestor named Daniel was arrested whilst staying at their parents home in the capital.

Protesters had allegedly planned to disrupt airports in a 'sustained period of action', warning that an attack on Stansted airport last week, where two private jets were sprayed in orange paint, was just a 'prelude'.

JSO shared a video on X, showing the moment the suspected organisers were arrested earlier this evening.

One officer is heard telling one of the group: 'By taking part in the organisation of this event this evening, I suspect you are taking part in a plot to cause serious disruption to UK airports.'

A female activist is then seen being led out of the hall in handcuffs as she is surrounded by several officers and other members of the public.

The video later cuts to a video of an activist, named Daniel, being arrested in a house by two police officers.

Daniel can be heard telling the camera: 'I'm being arrested. I'm not really sure why.'

'I'm at my parents' house right now. I was just here in London visiting my parents.'

'I think I've been told I'm under arrest for conspiracy to commit a public nuisance.'

'Well this is what happens when you resist the British state.'

Hackney Police said in a statement: 'Tonight (27 June), our officers made six arrests during an event at an east London community centre.'

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'We believe some of those in custody are key organisers for Just Stop Oil.

'All the arrests were under a section of the Public Order Act which makes it illegal to conspire to disrupt national infrastructure.

'We continue to work with airport operators and others to prevent significant disruption.

'Activists do not have the right to commit criminal acts that may also endanger themselves and others.

'Anyone who disrupts the safety and security of an airport can expect to be dealt with swiftly and robustly.'

The climate group has made headlines in recent weeks for its latest stunts including spray painting Stonehenge and spraying two private jets at Stansted airport.

But according to a source, the stunt at Stansted was only a 'prelude' to plans to disrupt even more airports over the coming months.



Speaking to The Times, the source said: 'This is just another way of us taking action in the theatres of life we exist in because we're not politicians.'

'Private jets are obviously mental for emissions and most people would agree they need to stop.'

'It's a wake-up call for government that we need big radical changes.'

'If this incoming government doesn't get us on war footing then we're not going to have anywhere to fly to.'

A JSO spokesman told MailOnline: 'We have smashed through the 1.5 degree threshold that was supposed to keep us safe, the consequences of this are catastrophic and this is leading to runaway extreme temperatures that are making large parts of the world unable to support human life. We cannot continue business as usual.

'To protect our families and communities we need an emergency, international legally binding treaty to phase out fossil fuel burning by 2030.'

When asked whether they would disrupt people's summer holidays, the spokesman said: 'We will be taking action at sites of key importance to the fossil fuel economy to demand an emergency, international legally binding treaty to phase out oil, gas and coal burning by 2030.'



Last week two JSO activists were also arrested and later bailed for throwing orange powder paint at Stonehenge.

Rajan Naidu, 73, and Niamh Lynch, 21, ran up to the stones and attacked them as members of the public tried to intervene.

Video footage showed two people wearing white shirts with the Just Stop Oil slogan, approaching the stone circle with canisters and spraying orange powder paint.

The group claimed it would wash off in the rain but archaeologists are concerned about potential damage to the 5,000-year-old world icon and landmark.

Tim Daw, a local farmer and historic property steward who used to volunteer at the site, carried out an experiment by mixing cornflour and food dye and then applying it to a small piece of sarsen, which is the same stone as Stonehenge.

On the piece of sarsen a series of little black dots are visible, which are the lichen.

Mr Daw described this on BBC Breakfast as a 'very, very rare plant organism that grows on rocks' which 'takes hundreds of years to grow because there's no nutrition'.



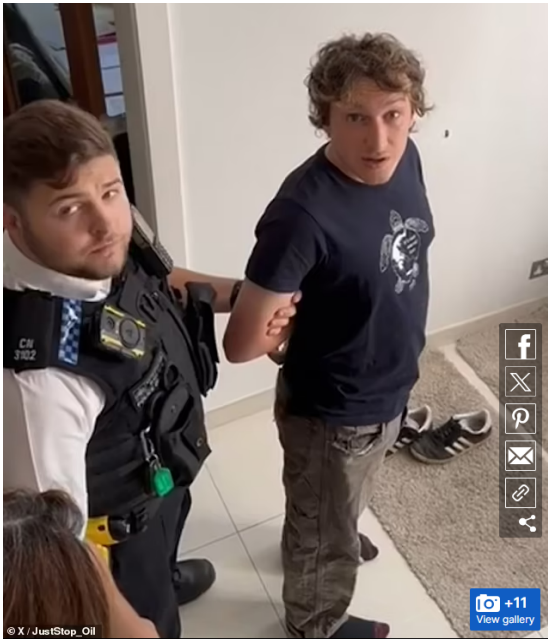
He then washed the bottom half of the stone before gently rubbing it and noticed that the cornflour was in the stone's pores and therefore 'displacing the lichen'.

Mr Daw told the show that he was 'worried' about the lichen on the monument, and said of yesterday's attack: 'I was shocked and saddened. I couldn't believe it.'

'Stonehenge is so precious, not just to me but to so many people. To do this act, which I think has worked against their cause, just seems pointless and damaging.'

Rishi Sunak and Sir Keir Starmer were united in the condemnation of Just Stop Oil after the incident.

The Prime Minister described it as a 'disgraceful act of vandalism' while the Labour leader branded the group 'pathetic'.

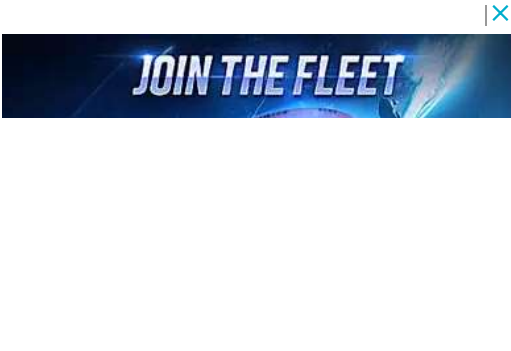


Ten Just Stop Oil activists arrested over Heathrow plot

24th July



Ten Just Stop Oil activists suspected of planning to disrupt Heathrow Airport have been arrested, police have said.



Seven people were detained in the vicinity of the airport on Wednesday morning and taken into custody.

Cutting gear and glue were found on the activists, the Metropolitan Police said.

Three others were arrested at other locations, also on suspicion of conspiring to interfere with a site of key national infrastructure under the Public Order Act. They all remain in custody.

None of the activists was able to get into the airport, the force added.



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“

Anyone who compromises the safety and security of our airports will face the full force of the law

”

Ch Supt Ian Howells, Metropolitan Police

“Doing so would have led to the suspension of flight operations causing a major impact to international aviation,” Scotland Yard said.

Chief Superintendent Ian Howells, who led the operation, said: “These arrests are an excellent example of co-ordinated action by colleagues from across the Met to prevent the significant disruption intended by JSO.

“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.

“It could also have caused serious danger to passengers and aircraft with flights being diverted and cancelled.

“This type of action is completely unacceptable. The Met will continue to work with our national policing colleagues, airport operators and the wider aviation sector to prevent such criminal acts and to safeguard the travelling public.

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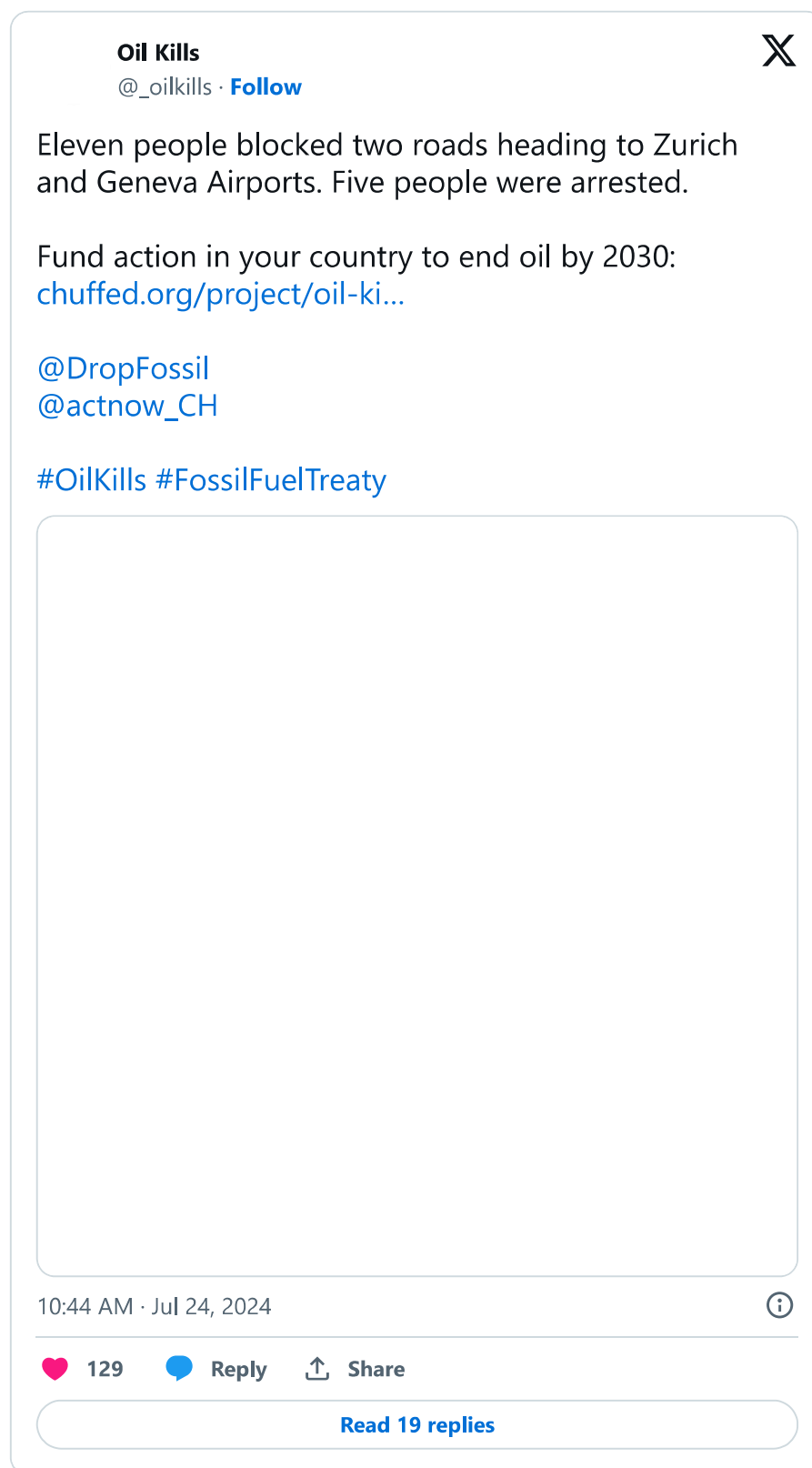
“Anyone who compromises the safety and security of our airports will face the full force of the law.”

Footage shared to the Just Stop Oil account on X, formerly Twitter, appears to show people cycling near a high barbed wire-topped fence close to passenger planes before dismounting and being approached by officers.

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The group said “the international uprising begins” and that a number of people had been arrested “in two locations on the perimeter road around Heathrow”.

It followed protests at multiple airports across Europe, JSO said.



It claimed German supporters of climate activist group Last Generation caused international delays at Cologne-Bonn Airport.

The German airport reported that “unauthorised people” gained access to its security area on Wednesday

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jeopardising the stability on which our entire society depends.

“This is not only irresponsible, it is an act of war against low lying island states and countries in the global south, who are already suffering devastating consequences as a result of our addiction to fossil fuels.

“Our political leaders must take action to protect our communities by working with other nations to establish a legally binding treaty to stop the extraction and burning of oil, gas and coal by 2030.”

“We are in full agreement that the aviation industry needs to decarbonise, but unlawful and irresponsible protest activity will not be tolerated

Heathrow Airport spokesman

A spokesman for Heathrow Airport said: “There has been absolutely no impact on operations whatsoever” and that “no-one gained entry to anywhere they shouldn’t be.

“Thanks to swift action from the police and airport colleagues, there is no disruption to passenger journeys.

“Heathrow continues to operate as normal today.

“We are in full agreement that the aviation industry needs to decarbonise, but unlawful and irresponsible protest activity will not be tolerated.”

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Ten Just Stop Oil activists arrested over Heathrow plot

Cutting gear and glue were found on members of the group, police said.



NINE JUST STOP OIL ACTIVISTS HAVE BEEN ARRESTED AT HEATHROW AIRPORT (STEVE PARSONS/PA)

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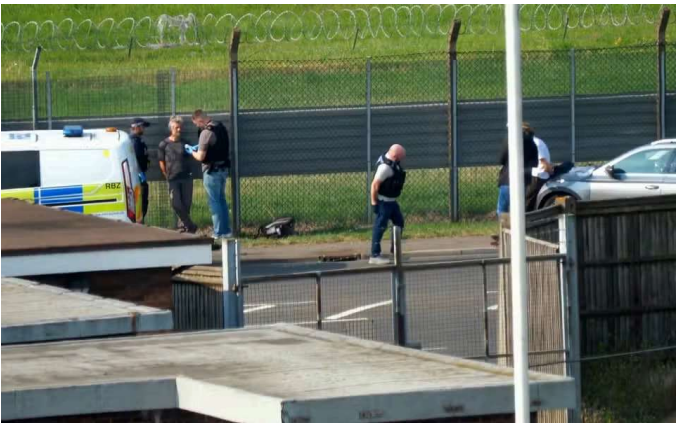
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Just Stop Oil protesters arrested outside Heathrow in campaign to disrupt flights



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Oil Kills

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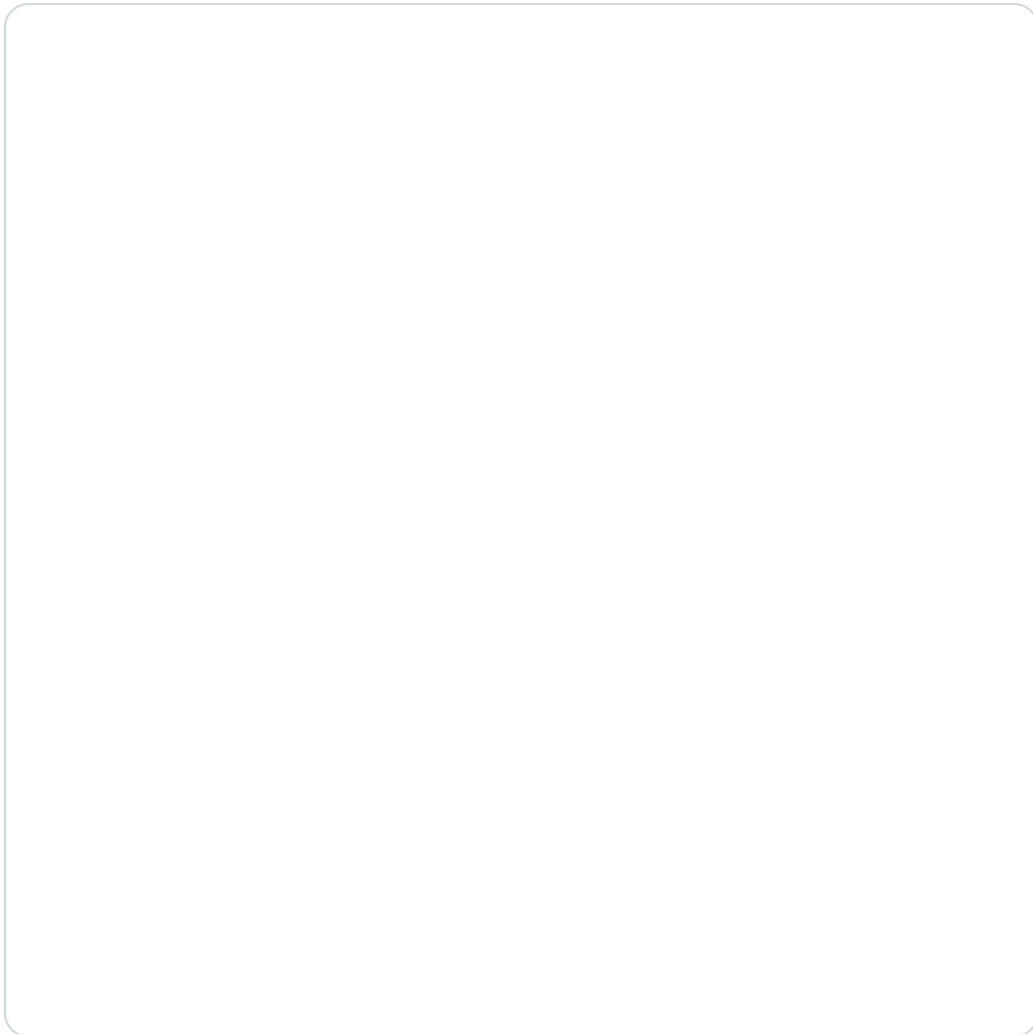


Eleven people blocked two roads heading to Zurich and Geneva Airports. Five people were arrested.

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It claimed German supporters of climate activist group Last Generation caused international delays at Cologne-Bonn Airport.

The German airport reported that “unauthorised people” gained access to its security area on Wednesday morning.

Flights were suspended due to the police operation and resumed once it had finished, but delays and cancellations are “to be expected during the course of the day”, the airport said.

A JSO spokesman said: “We refuse to die for fossil fuels. Continued burning of oil, gas and coal, as we pass irreversible tipping points that threaten to spin our climate out of control in a rapidly accelerating way, is jeopardising the stability on which our entire society depends.

“This is not only irresponsible, it is an act of war against low lying island states and countries in the global south, who are already suffering devastating consequences as a result of our addiction to fossil fuels.

“Our political leaders must take action to protect our communities by working with other nations to establish a legally binding treaty to stop the extraction and burning of oil, gas and coal by 2030.”

We are in full agreement that the aviation industry needs to decarbonise, but unlawful and irresponsible protest activity will not be tolerated

HEATHROW AIRPORT SPOKESMAN

A spokesman for Heathrow Airport said: “There has been absolutely no impact on operations whatsoever” and that “no-one gained entry to anywhere they shouldn’t be.

“Thanks to swift action from the police and airport colleagues, there is no disruption to passenger journeys.

“Heathrow continues to operate as normal today.

“We are in full agreement that the aviation industry needs to decarbonise, but unlawful and irresponsible protest activity will not be tolerated.”

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Ten Just Stop Oil activists arrested at Heathrow



JUST STOP OIL

| Ten Just Stop Oil supporters were arrested at Heathrow

24 July 2024

A group of 10 Just Stop Oil activists have been arrested at Heathrow Airport but operations are continuing as usual, police have said.

They were detained near the airport and taken into custody on suspicion of conspiring to interfere with a site of key national infrastructure under the Public Order Act.

The campaigners said “the international uprising begins” and claimed supporters of climate activist organisation Last Generation were behind **delays at Cologne-Bonn Airport.**

The German airport confirmed that “unauthorised people” gained access to its security area earlier.

Just Stop Oil sentences condemned by celebrities	Heathrow hits record passenger numbers
23 July	7 days ago

Footage of Heathrow shared on the Just Stop Oil (JSO) account on X, formerly Twitter, appears to show people cycling near a high barbed wire-topped fence close to passenger planes before dismounting and being approached by officers.

A JSO spokesman said: "We refuse to die for fossil fuels. Continued burning of oil, gas and coal, as we pass irreversible tipping points that threaten to spin our climate out of control in a rapidly accelerating way, is jeopardising the stability on which our entire society depends."

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A spokesman for Heathrow Airport said: "There has been absolutely no impact on operations whatsoever" and that "no-one gained entry to anywhere they shouldn't be.

"Thanks to swift action from the police and airport colleagues, there is no disruption to passenger journeys.

"Heathrow continues to operate as normal today."

Long sentences

Earlier this month, the High Court granted an injunction prohibiting anyone from entering, occupying or remaining on London Heathrow Airport land in connection with environmental campaigns, without consent.

Anyone breaching the injunction might be jailed, fined or have their assets seized for contempt of court.

The action follows the imposition of long jail sentences on five members of JSO who disrupted the M25 in 2022.

The sentences - **of four and five years** - were described in an open letter signed by hundreds of high-profile names - as "one of the greatest injustices in a British court in modern history".

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Two Just Stop Oil activists arrested for protest at Heathrow Airport

Police and security arrived on scene within minutes and proceeded to cordon off part of Heathrow's Terminal 5



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Two Just Stop Oil protesters have been arrested after coating Heathrow's Terminal 5 in orange paint as the environmental protesters continue to target airports.

The protest group said Phoebe Plummer, 22, and Jane Touil, 58, entered Heathrow shortly after 8.30am on Tuesday and painted the entrance hall to Terminal 5, as well as the departure boards in the departures lounge.



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Police and security arrived on scene within minutes and proceeded to cordon off the area.





The Metropolitan Police confirmed two Just Stop Oil activists were arrested on suspicion of criminal damage following the protest. The force said officers remain in the area to deal with any further offences.

A Heathrow Spokesperson said: “Working with partners we have quickly resolved a protest incident in Terminal 5 and all involved have been removed from the airport.

“The airport continues to operate as normal and passengers are travelling as planned.”

Last week Just Stop Oil activist Ms Plummer was told to be prepared for jail after she was found guilty of throwing Heinz tomato soup at Vincent van Gogh's Sunflowers masterpiece at the National Gallery in October 2022.

She will be sentenced on September 27 alongside Anna Holland, who was also found guilty.

On Monday Just Stop Oil protesters also tried to block departure gates at Gatwick Airport before they were arrested and removed.

Police responded to a report that protesters were demonstrating near the security entrance at the South Terminal in Gatwick Airport at around 8am on Monday.



PHOEBE PLUMMER (LEFT) WAS FOUND GUILTY OF THROWING HEINZ TOMATO SOUP AT VINCENT VAN GOGH'S SUNFLOWERS MASTERPIECE IN OCTOBER 2022

JUST STOP OIL



PHOEBE PLUMMER THREW SOUP ON TO GLASS PROTECTING THE VAN GOGH'S SUNFLOWERS AS IT HUNG IN LONDON'S NATIONAL GALLERY

AP

Sussex Police said eight people were arrested on suspicion of interfering with public infrastructure, and no disruption was caused by the protests.

Passengers could be seen carrying their luggage over the protesters and the airport was not disrupted.

The protesters have been targeting airports as part of the “Oil Kills international uprising”.

Just Stop Oil said 21 groups have protested at 18 airports across Europe, Canada and the US.

READ MORE



Two Just Stop Oil activists arrested at Heathrow Airport



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The group said in a statement: “This summer, areas of key importance to the fossil fuel economy will be declared sites of civil resistance around the world.”

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16:40

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just.stopoil 5h



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**Protest is a
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#OilKills

Message



IN THE HIGH COURT OF JUSTICE

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- (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)
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Defendants

SSW10

This is the exhibit marked "SSW10" referred to in the witness statement of Stuart Sherbrooke Wortley.

Munich Airport forced to close for two hours after climate protesters glue themselves to runway

The airport in southern Germany was closed to take-offs and landings for nearly two hours but has since reopened.



Image: The protesters (in orange) began their action at about 4.45am local time Pic: AP

Eight climate protesters have been arrested after shutting down Munich Airport and causing about 60 flight cancellations.

Six of the activists glued themselves to a runway access road early on Saturday morning, but the situation is now under control with both runways open.

Climate protest group Last Generation took responsibility in videos on X showing its members wearing orange vests on the tarmac.

"A total of six people are sitting in two groups on different locations of the Munich airport," one of the posts said.

"It is absurd that people can afford flights more than train journeys," said another post from the group.

"The responsibility for this lies with the government: it subsidises flights while the railways are ruined by cost-cutting."

An airport spokesperson said it had been fully closed to take-offs and landings for nearly two hours.

Some 11 flights were also diverted, around 60 cancelled, and delays were still possible, the spokesperson added.

The disruption occurred during one of the busiest travel periods, second only to the Easter holidays, according to the airport.



Image: Pic: AP

Read more from Sky News:

[Just Stop Oil protesters in their 80s target Magna Carta](#)

Interior minister Nancy Faeser said security would be reviewed and "the perpetrators must be vigorously pursued".

"Such criminal actions endanger air traffic and harm climate protection because they only cause contempt and anger," she wrote on X.

Volker Wissing, the transport minister, said new laws were needed to increase punishments for such protests, which are currently only classed as minor offences.

Flights resume after climate protest at Cologne airport



GETTY IMAGES

Cologne Bonn Airport said flight operations have been suspended because of a police operation on the runway

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Cologne-Bonn Airport after said "unauthorised people" gained access to the airfield on Wednesday morning, leading to all flight operations being suspended as police moved in.

A number of inbound flights were diverted to other nearby airports before police said they had completed their operation at 09:15 (07:15 GMT).

Cologne-Bonn Airport said flights were resuming but that delays and cancellations should be expected throughout the day.

It urged passengers to check with their airline or tour operator for updates.

The activist group Last Generation said five people had glued themselves to the tarmac and published pictures of a member with his hands glued to the taxiway.

Last Generation said it wanted the German government to pursue a global agreement to exit oil, gas and coal by 2030.

The group said "similar peaceful, civil protests at airports" were planned for Wednesday across Europe and North America.

In Finland, protesters were pictured blocking security gates at Helsinki Vantaa Airport and activist group Oil Kills said five of its protesters had been intercepted at Barcelona El Prat airport.

Another nine activists were detained in London, for what the Metropolitan Police described as "conspiring to disrupt Heathrow Airport".

Elsewhere, three activists broke the perimeter fence at Oslo's main Gardermoen Airport.

The trio were reportedly removed just over 30 minutes after they entered the airport and airport officials said they had found an angle grinder near a hole in the fence.

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FOLK MOT FOSSILMAKTEN

Activists from People against fossil power posted a picture of their brief action at Oslo Gardermoen airport

Cologne-Bonn is Germany's sixth-busiest airport - behind Hamburg, Düsseldorf, Berlin Brandenburg, Munich and Frankfurt.

In May, Munich Airport was forced to shut for two hours after six climate protesters glued themselves to a runway.

Eight people were arrested, but the disruption led to 11 flights being diverted and about 60 cancellations, an airport spokesman said.

In the aftermath, Germany's Interior Minister, Nancy Faeser, said security measures at Munich Airport "would be reviewed".

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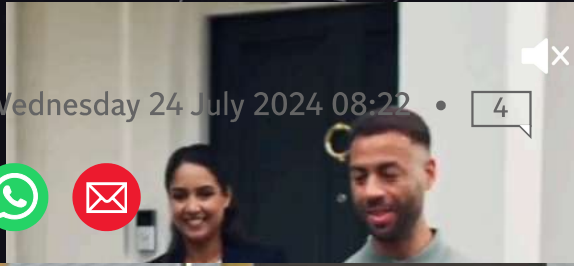
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Travel > News & Advice

Flights suspended after climate protesters glue airport

spreading to other parts of Europe

Wednesday 24 July 2024 08:22 • 4 comments



Inbound and outbound flights have been disrupted by the protesters (Reuters)



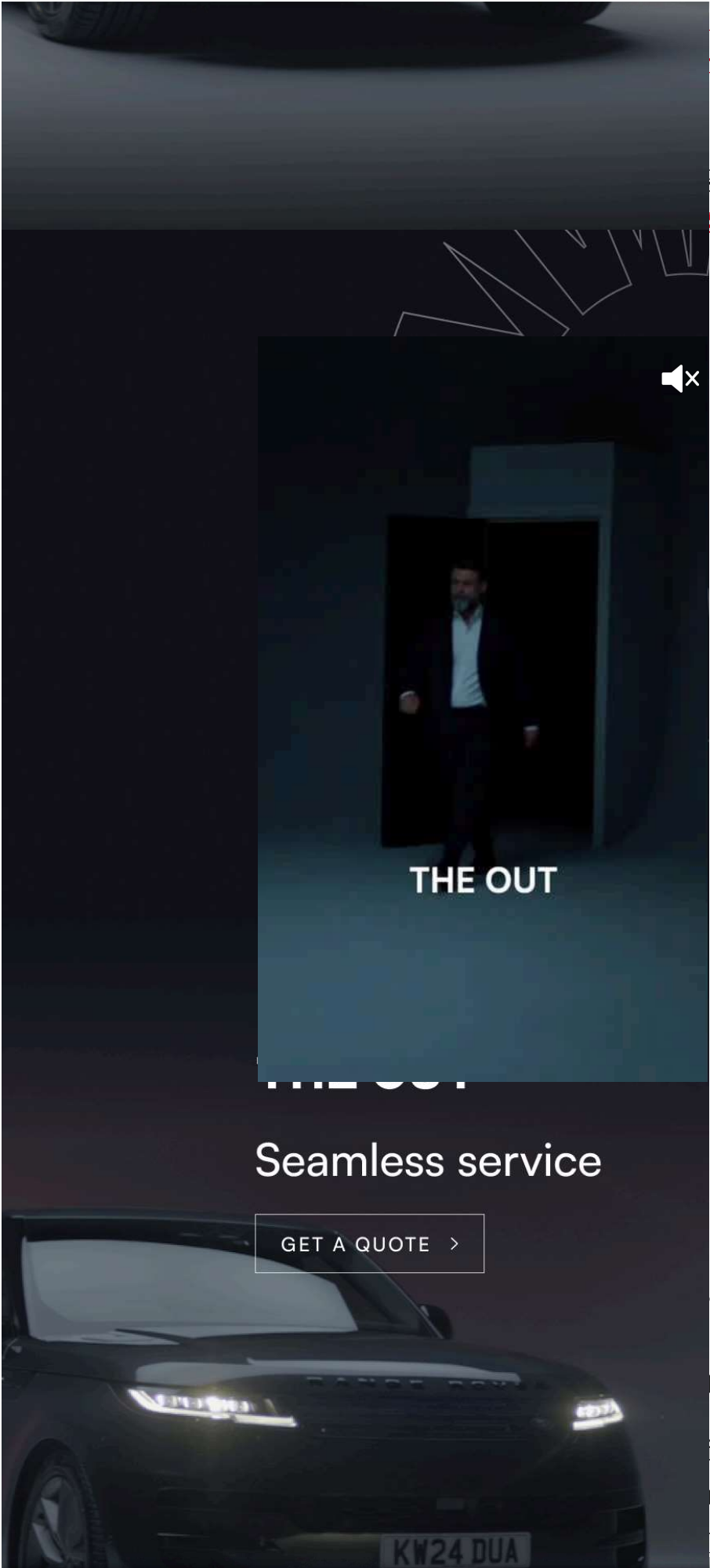
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A Last Generation activist with her hands glued to the runway at Cologne-Bonn airport (EPA)

KW24 DUA

erlands, Switzerland, Canada



Nine Just Stop Oil supporters arrested as international uprising begins

Press / July 24, 2024

Just Stop Oil supporters have been arrested at Heathrow. Just Stop Oil is demanding that the UK government works with other countries to establish a fossil fuel treaty to end the extraction and burning of oil, gas and coal by 2030. [1]

At around 9am, seven Just Stop Oil supporters were arrested at two locations on the perimeter road outside Heathrow. At around 10:50am, the Metropolitan Police confirmed a further two had been arrested on suspicion of conspiracy to disrupt Heathrow. This comes after German supporters of Last Generation blocked air traffic at Cologne Bonn Airport, causing international delays. Meanwhile, supporters of Folk Mot Fossilmakta (People against Fossil Power) cut through a chain-link fence and sat next to a runway stopping flights departing from Oslo Gardermoen airport. [2][3]

Also this morning, supporters of Extinction Rebellion in Finland have blocked security gates at Helsinki Vantaa Airport. Meanwhile in Spain, five supporters of Futuro Vegetal accessed the taxiway at Barcelona airport, however were intercepted before taking action. In Switzerland, eleven supporters of Drop Fossil Subsidies blocked main roads around both Zurich and Geneva airports. [4][5][6]

A Just Stop Oil spokesperson said:

"We refuse to die for fossil fuels. Continued burning of oil, gas and coal, as we pass irreversible tipping points that threaten to spin our climate out of control in a rapidly accelerating way, is jeopardising the stability on which our entire society depends. This is not only irresponsible, it is an act of war against low lying island states and countries in the global south, who are already suffering devastating consequences as a result of our addiction to fossil fuels. Our political leaders must take action to protect our communities by working with other nations to establish a legally binding treaty to stop the extraction and burning of oil, gas and coal by 2030." [7]



One of those arrested this morning is Sally Davidson, 36, a hairdresser from Portland, who said:

"Mass migration and global food shortages are becoming commonplace as large areas of inhabited land are becoming too hot to support human life. It is our young people in the UK and those around the world who have done little to contribute to this crisis who will bear the brunt of what is to come."

"Our new government must take swift and meaningful action to end the extraction and burning of oil, gas and coal by 2030, by establishing a legally binding treaty to phase out fossil fuels. Anything less is a death sentence."

Also arrested today is Adam Beard, 55, a gardener from Stroud, who said:

"We need immediate and decisive action to prevent the worst effects of the climate crisis becoming reality, with all the death and suffering that will bring. Our government must work with other nations to enact a treaty to end the extraction and burning of oil, gas and coal by 2030."

"Scientists are telling us we are on course for large parts of the world becoming uninhabitable, causing mass death, hundreds of millions of refugees and crop failures in areas that produce the vast majority of the world's food. Those in power must take seriously their responsibility to protect our population from harm."

As long as political leaders fail to take swift and decisive action to protect our communities from the worst effects of climate breakdown, Just Stop Oil supporters, working with other groups internationally, will take the proportional action necessary to generate much needed political pressure. This summer, areas of key importance to the fossil fuel economy will be declared sites of civil resistance around the world. Are you in? Sign up to take action at [juststopoil.org](https://www.juststopoil.org).

ENDS

Press contact: 07762 987334

Press email: juststopoilpress@protonmail.com

High-quality images & video here: <https://juststopoil.org/press-media>

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Twitter: https://twitter.com/JustStop_Oil

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TikTok: <https://www.tiktok.com/@juststopoil>

Notes to editors:

[1] Just Stop Oil is a member of the A22 Network of civil resistance projects.

Critical seed funding for Just Stop Oil was provided by [Climate Emergency Fund](#) and Adam McKay in 2022 and 2023. Just Stop Oil is now largely backed by small donations from the public, although the Climate Emergency Fund continues to contribute.

Just Stop Oil 'Blue Lights' policy: our policy is, and has always been, to move out of the way for emergency vehicles with siren sounding and 'blue lights' on.

We take all possible steps to ensure that no-one's safety is compromised by our actions.

[2] <https://www.bbc.co.uk/news/articles/cd17j7e528jo>

[3] https://x.com/_oilkills/status/1815993446059946037

[4] https://x.com/_oilkills/status/1815971508457537581

[5] https://x.com/_oilkills/status/1816011965833040132

[6] <https://www.thenationalnews.com/news/europe/2024/07/24/european-airports-blocked-by-climate-campaigners-in-oil-kills-protest/>

[7] Our Demand: An end to oil, gas and coal by 2030.

Our governments must work together to establish a legally binding treaty to stop extracting and burning oil, gas and coal by 2030 as well as supporting and financing poorer countries to make a fast, fair, and just transition.

This can be accomplished by endorsing the [Fossil Fuel Non-Proliferation Treaty Initiative](#) and seeking a negotiating mandate to establish the treaty.

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About us

Just Stop Oil is a nonviolent civil resistance group in the UK. In 2022 we started taking action to demand the UK Government stop licensing all new oil, gas and coal projects. We have won on this . **Civil resistance works.**

Our new demand: That the UK Government sign up to a Fossil Fuel Treaty to Just Stop Oil by 2030.

Our governments must work together to establish a legally binding treaty to stop extracting and burning oil, gas and coal by 2030 as well as supporting and financing other countries to make a fast, fair, and just transition.

This can be accomplished by endorsing the **Fossil Fuel Non-Proliferation Treaty Initiative** and seeking a negotiating mandate to establish the treaty.

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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)
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Defendants

SSW11

This is the exhibit marked "SSW11" referred to in the witness statement of Stuart Sherbrooke Wortley.

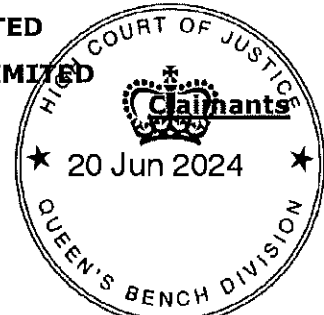
IN THE HIGH COURT OF JUSTICE
KING BENCH DIVISION

CLAIM NO: KB-2024-001765

Before Mr Justice Julian Knowles
On 20 June 2024

BETWEEN:-

- (1) **LONDON CITY AIRPORT LIMITED**
(2) **DOCKLANDS AVIATION GROUP LIMITED**



- v -

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CITY AIRPORT (AS SHOWN FOR IDENTIFICATION EDGED RED ON THE
ATTACHED PLAN 1) BUT EXCLUDING THOSE AREAS OF LAND AS FURTHER
DEFINED IN THE CLAIM FORM**

Defendant

ORDER

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IMPORTANT NOTICE TO THE DEFENDANTS AND PERSONS UNKNOWN

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

UPON the Claimants' claim by Claim Form, dated 12 June 2024

AND UPON hearing the Claimants' application for an interim injunction, dated 12 June 2024, and supporting evidence, without Persons Unknown being notified

AND UPON hearing Counsel for the Claimants

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

AND UPON the "Land" being defined as that land known as London City Airport, as shown for identification edged red on the attached Plan 1 in Schedule 1, but excluding:

- a. Those buildings shaded blue on Plan 1;
- b. In those buildings shaded green on Plan 1, the areas edged blue on Plans 2-8;
- c. In those areas shaded purple, the land suspended over the ground and forming part of the Docklands Light Railway.
- d. In the areas shaded pink, the underground rail tunnel, the subway and that part of Docklands Light Railway located below ground level.

IT IS ORDERED THAT:

INJUNCTION

1. Until 20 June 2029 or final determination of the claim or further order in the meantime, whichever shall be the earlier, Persons Unknown must not, without the consent of the Claimants, enter, occupy or remain upon the Land.
2. In respect of paragraph 1, Persons Unknown must not: (a) do it himself/herself/themselves or in any other way; (b) do it by means of another person acting on his/her/their behalf, or acting on his/her/their instructions.
3. The injunction contained at paragraph 1 of this Order shall be reviewed on each anniversary of this Order (or as close to this date as is convenient having regard to the Court's list) with a time estimate of 1.5 hours. The Claimants are permitted to file and serve any evidence in support 14 days before the review hearing. Skeleton arguments shall be filed at Court, with a bundle of authorities, not less than 2 days before the review hearing.

VARIATION

4. Anyone served with or notified of this Order 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 Claimants' solicitors 72 hours' notice of such application. If any evidence is to be relied upon in support of the application the substance of it must be communicated in writing to the Claimants' solicitors at least 48 hours in advance of any hearing.
5. Any person applying to vary or discharge this Order must provide their full name, address and address for service.
6. The Claimants have liberty to apply to vary this Order.

SERVICE AND NOTIFICATION

7. Service of the claim form, the application for interim injunction and this Order is dispensed with, pursuant to CPR 6.16, 6.28 and 81.4(2)(c).
8. Pursuant to the guidance in *Wolverhampton CC v London Gypsies & Travellers* [2024] 2 WLR 45, the Claim Form, Application Notice, evidence in support and Note of the Hearing on 20 June 2024 will be notified to Persons Unknown by the Claimants carrying out each of the following steps:
 - a. Uploading a copy onto the following website:
<https://www.londoncityairport.com/corporate/corporate-info/reports-and-publications/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. Either affixing a notice at those locations marked with an "X" on Plan 1 setting out where these documents can be found and obtained in hard copy or including this information in the warning notices referred to at paragraph 9(d) below.
9. Pursuant to the guidance in *Wolverhampton CC v London Gypsies and Travellers* [2024] 2 WLR 45, this Order shall be notified to Persons Unknown by the Claimants carrying out each of the following steps:

- a. Uploading a copy of the Order onto the following website:
<https://www.londoncityairport.com/corporate/corporate-info/reports-and-publications/injunction>
 - b. Sending an email to the email addresses listed in Schedule 3 to this Order attaching a copy of this Order.
 - c. Affixing a copy of the Order in A4 size in a clear plastic envelope at those locations marked with an "X" on Plan 1.
 - d. Affixing warning notices of A2 size at those locations marked with an "X" on Plan 1.
10. Pursuant to the guidance in *Wolverhampton CC v London Gypsies and Travellers* [2024] 2 WLR 45, notification to Persons Unknown of any further applications shall be effected by the Claimants carrying out each of the following steps:
 - a. Uploading a copy of the application onto the following website:
<https://www.londoncityairport.com/corporate/corporate-info/reports-and-publications/injunction>.
 - b. Sending an email to the email addresses listed in Schedule 3 to this Order stating that an application has been made and that the application documents can be found at the website referred to above.
 - c. Affixing a notice at those locations marked with an "X" on Plan 1 stating that the application has been made and where it can be accessed in hard copy and online.
11. Pursuant to the guidance in *Wolverhampton CC v London Gypsies and Travellers* [2024] 2 WLR 45, notification of any further documents to Persons Unknown may be effected by carrying out the steps set out in paragraph 10(a)-(b) only.
12. In respect of paragraphs 8 to 11 above, effective notification will be deemed to have taken place on the date on which all of the relevant steps have been carried out.
13. For the avoidance of doubt, in respect of the steps referred to at paragraphs 8(c), 9(c)-(d) and 10(c), effective notification will be deemed to have taken place when those documents are first affixed regardless of whether they are subsequently removed.

FURTHER DIRECTIONS

14. Liberty to apply.
15. Costs are reserved.

COMMUNICATIONS WITH THE CLAIMANT

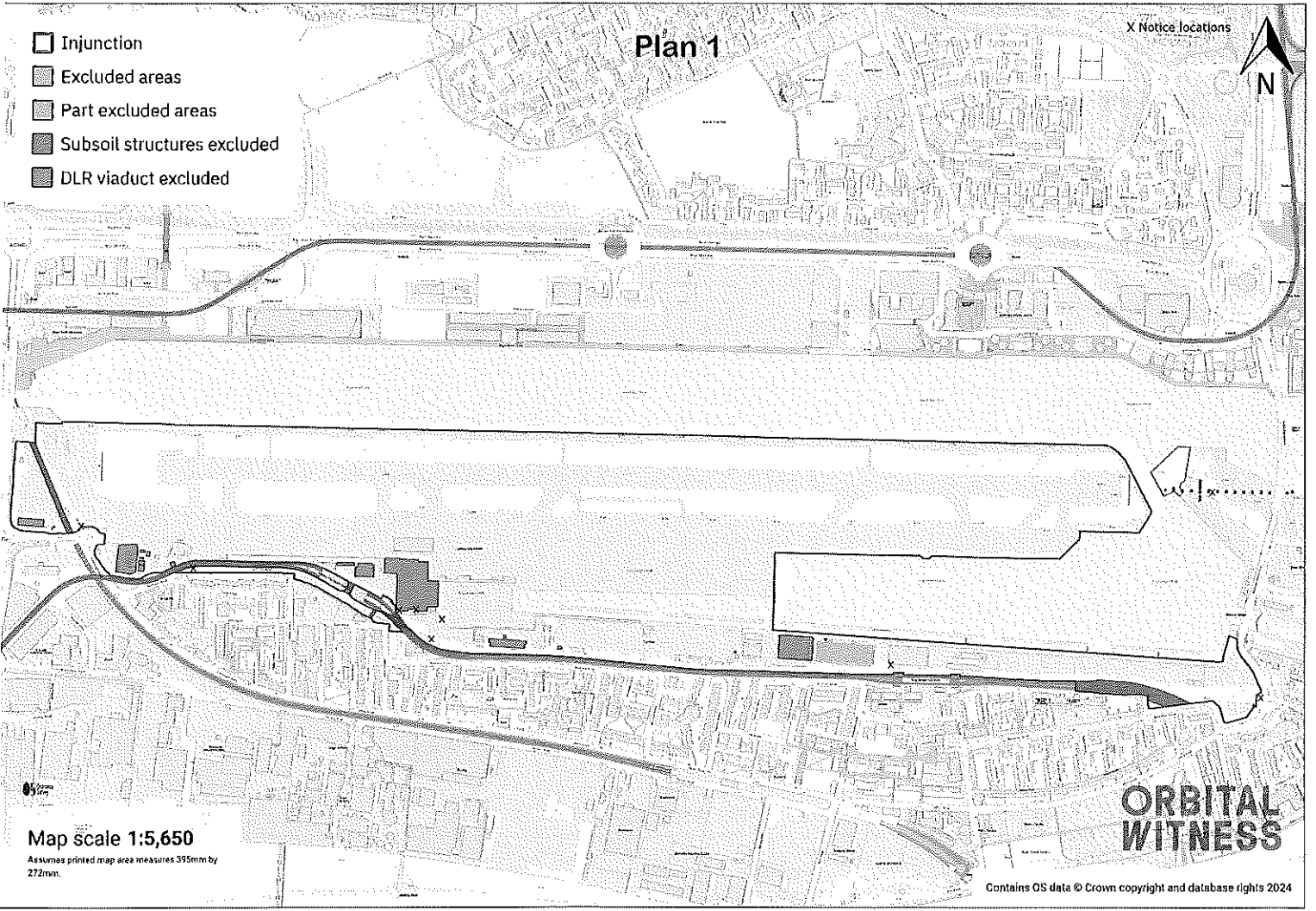
16. The Claimants' solicitors and their contact details are:

(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

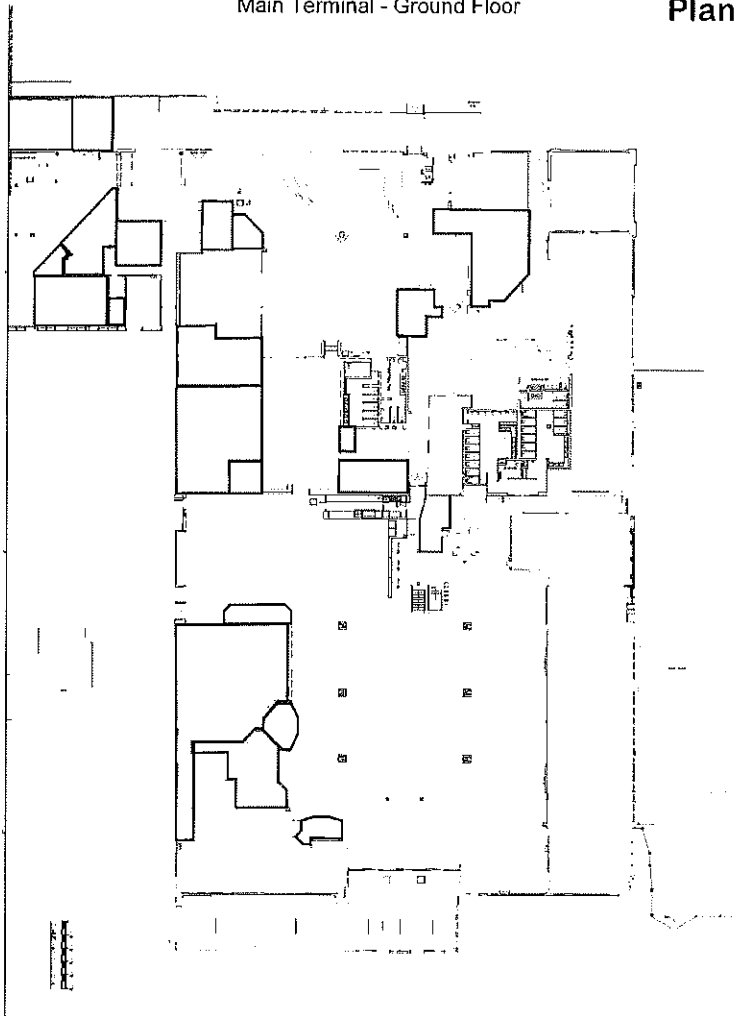
Dated: 20 June 2024

SCHEDULE 1 - PLANS



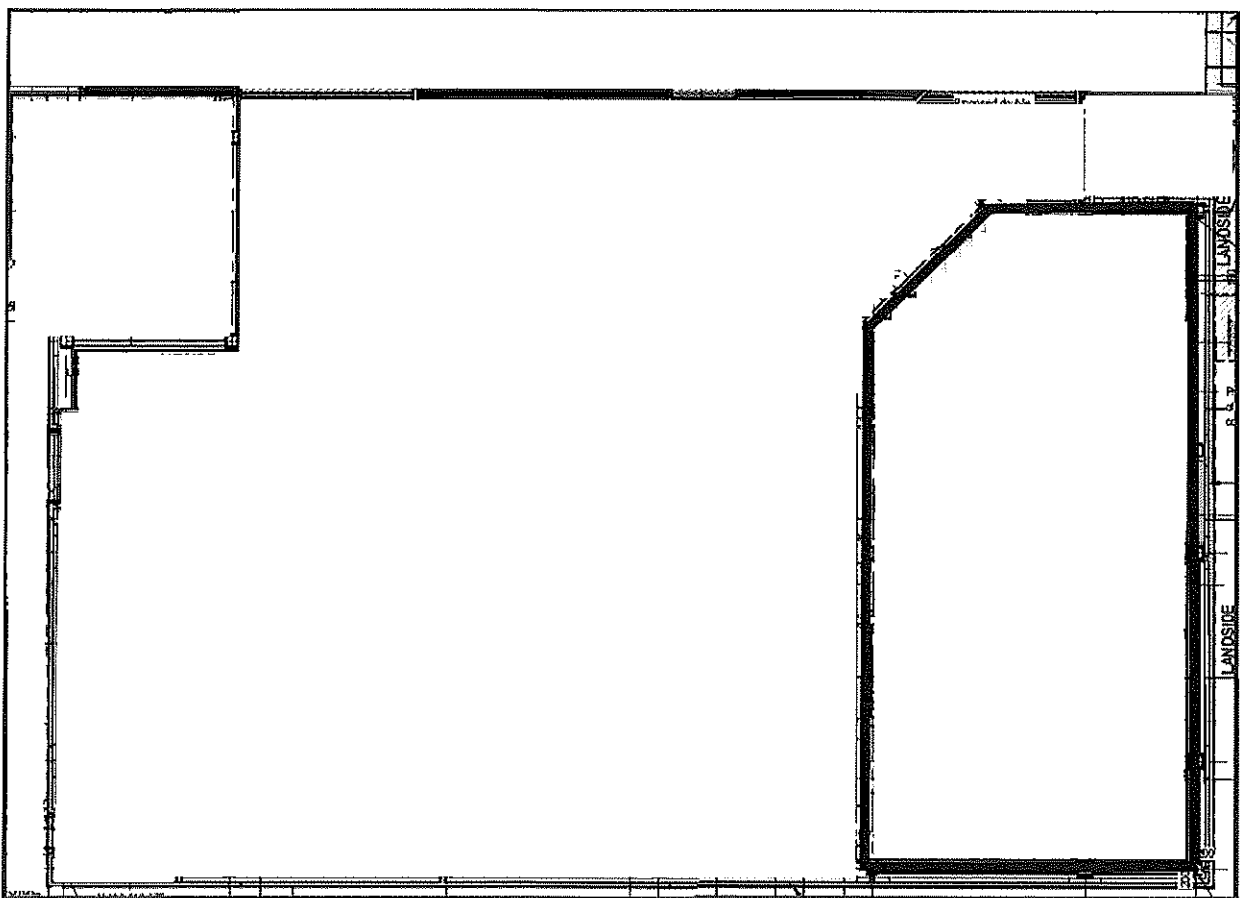
Main Terminal - Ground Floor

Plan 2



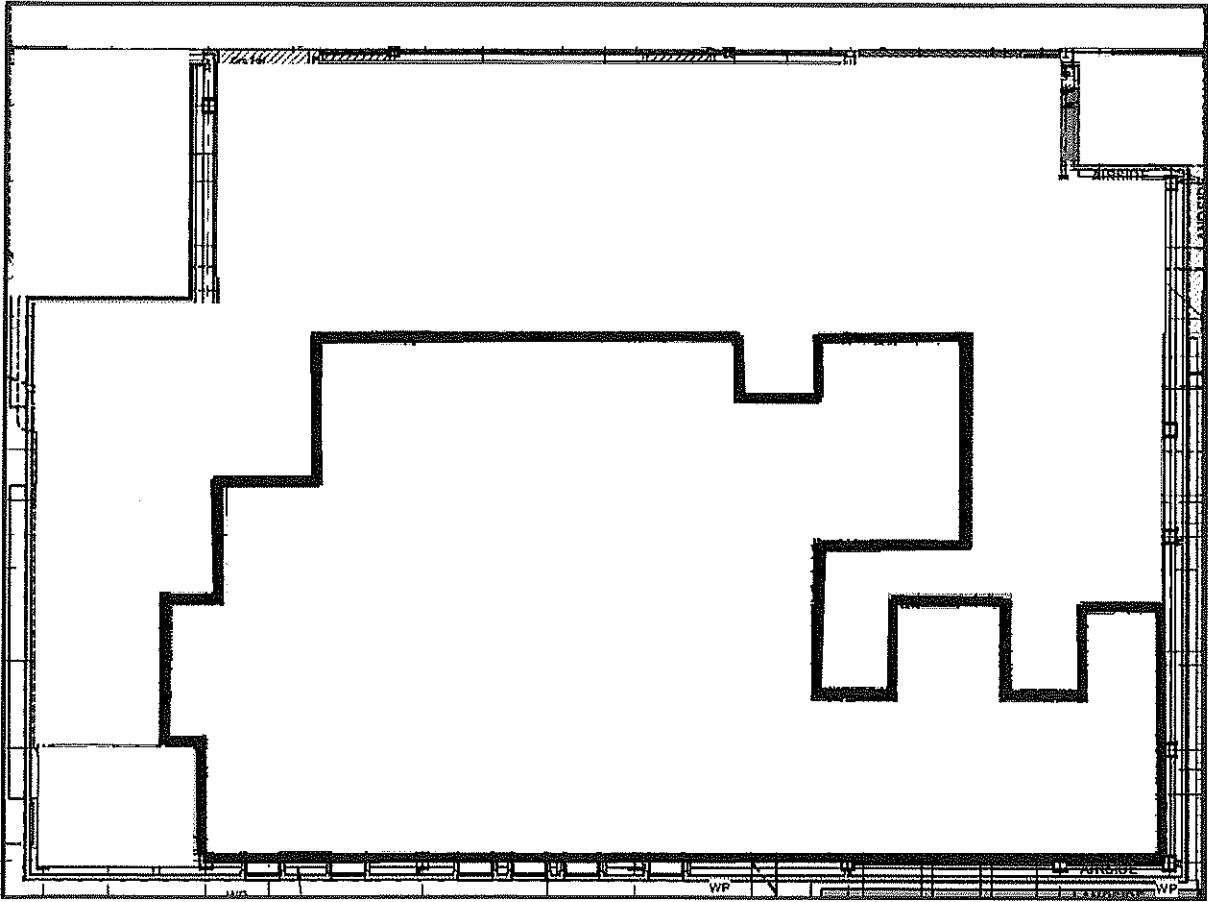
Terminal Immigration Facilities - Ground Floor

Plan 3



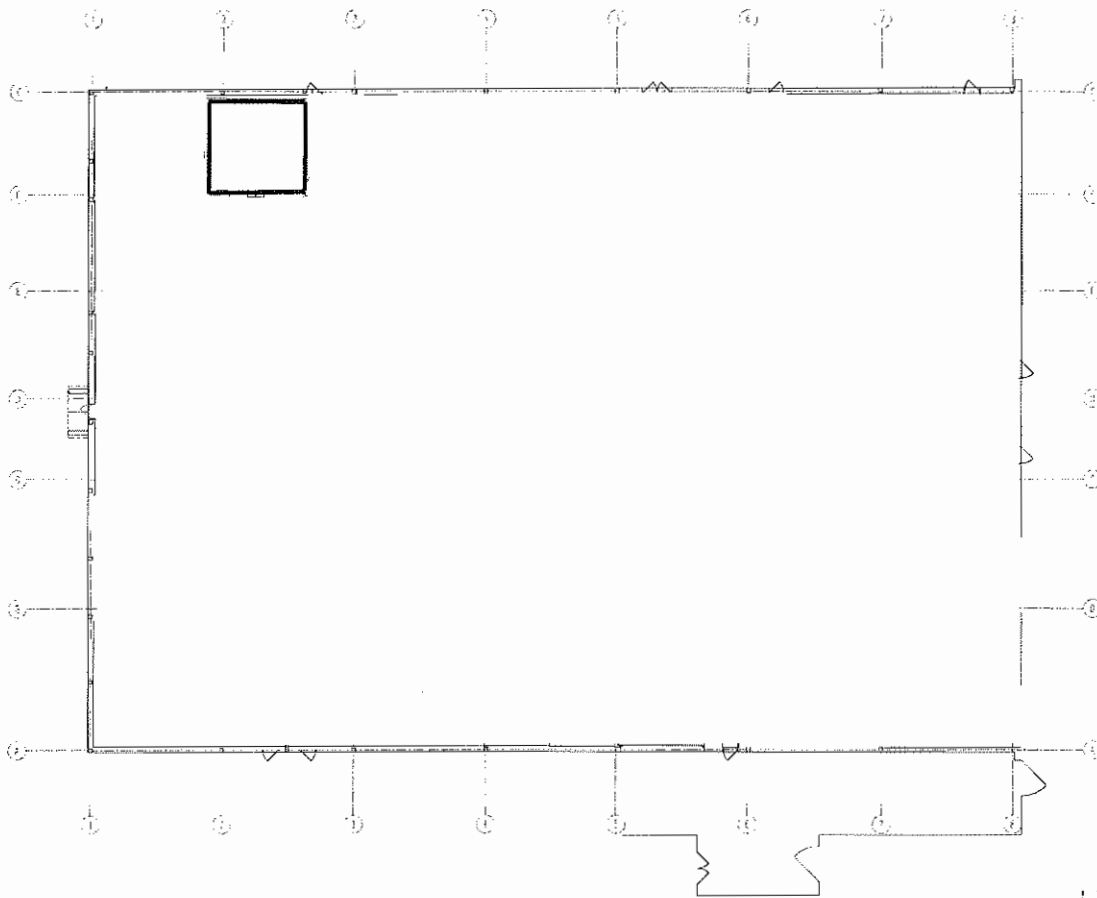
Terminal Immigration Facilities - First Floor

Plan 4



Blue Shed - Ground Floor

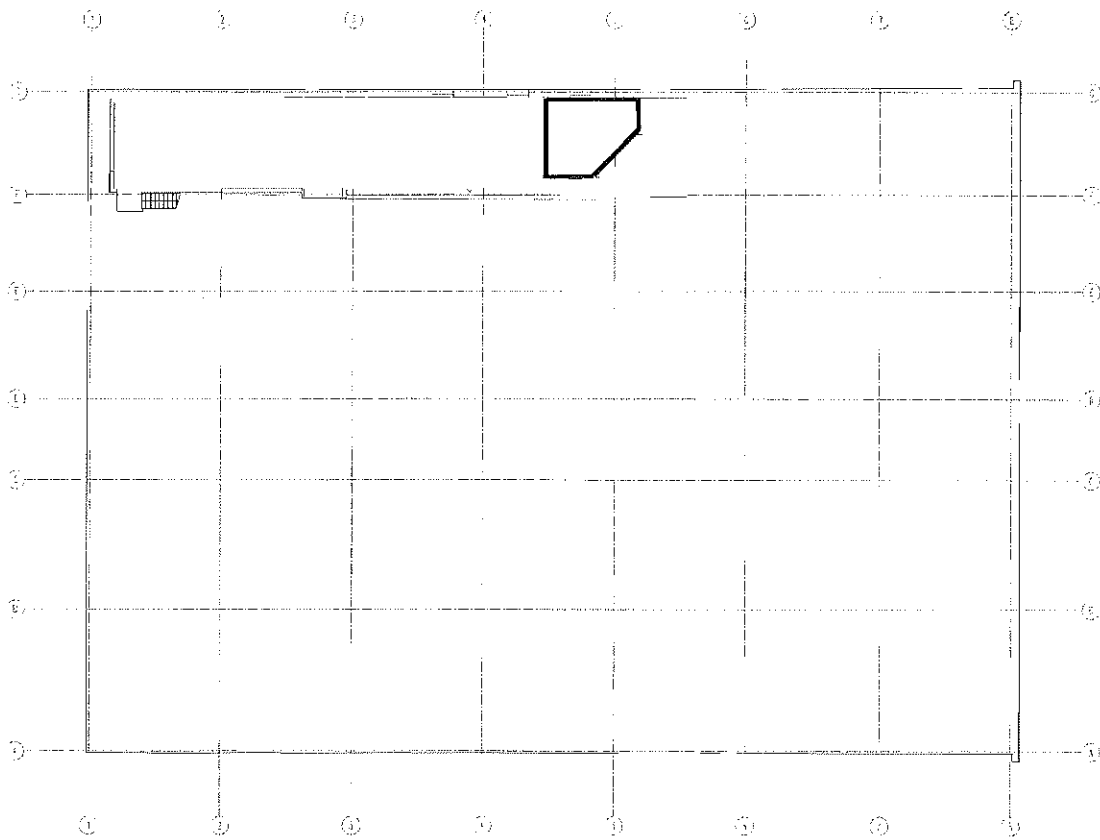
Plan 5



1. Title Block	
2. Project Name	3. Date
4. Drawing Title	
5. Scale	
6. Author	
7. Checker	
8. Approver	
9. Date	
10. Project Number	
11. Drawing Number	
12. Revision	
13. Notes	
14. Comments	
15. Other	

Blue Shed - First Floor

Plan 6



03/01/2018 14:00:00
Amended Drawing

General Notes

1. 100mm
2. 100mm
3. STANDARD DOOR

1. 100mm
2. 100mm

100mm

100mm

100mm

100mm

100mm

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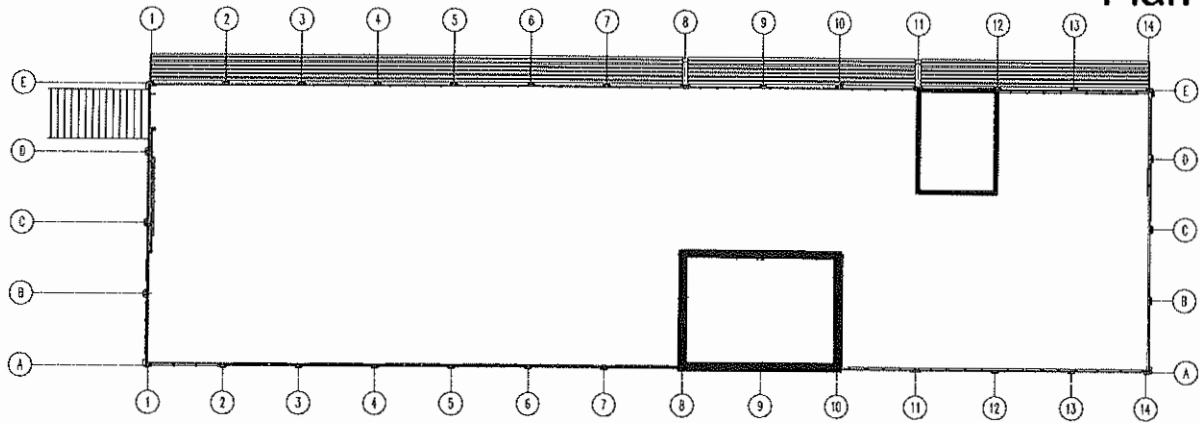
100mm

100mm

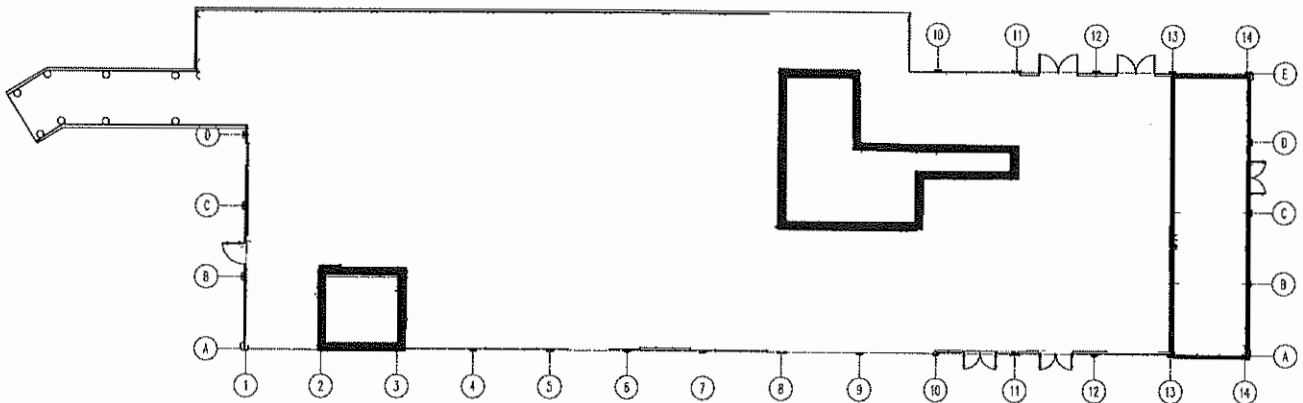
100mm

Jet Centre - Ground Floor

Plan 7



Jet Centre - First Floor



NOTES: 1. All dimensions are in meters. 2. All dimensions are to the center of the wall unless otherwise stated. 3. All dimensions are to the center of the door unless otherwise stated. 4. All dimensions are to the center of the window unless otherwise stated. 5. All dimensions are to the center of the staircase unless otherwise stated. 6. All dimensions are to the center of the lift unless otherwise stated. 7. All dimensions are to the center of the elevator unless otherwise stated. 8. All dimensions are to the center of the escalator unless otherwise stated. 9. All dimensions are to the center of the ramp unless otherwise stated. 10. All dimensions are to the center of the platform unless otherwise stated. 11. All dimensions are to the center of the platform unless otherwise stated. 12. All dimensions are to the center of the platform unless otherwise stated. 13. All dimensions are to the center of the platform unless otherwise stated. 14. All dimensions are to the center of the platform unless otherwise stated.

LEGEND

Fire Door

Standard Door

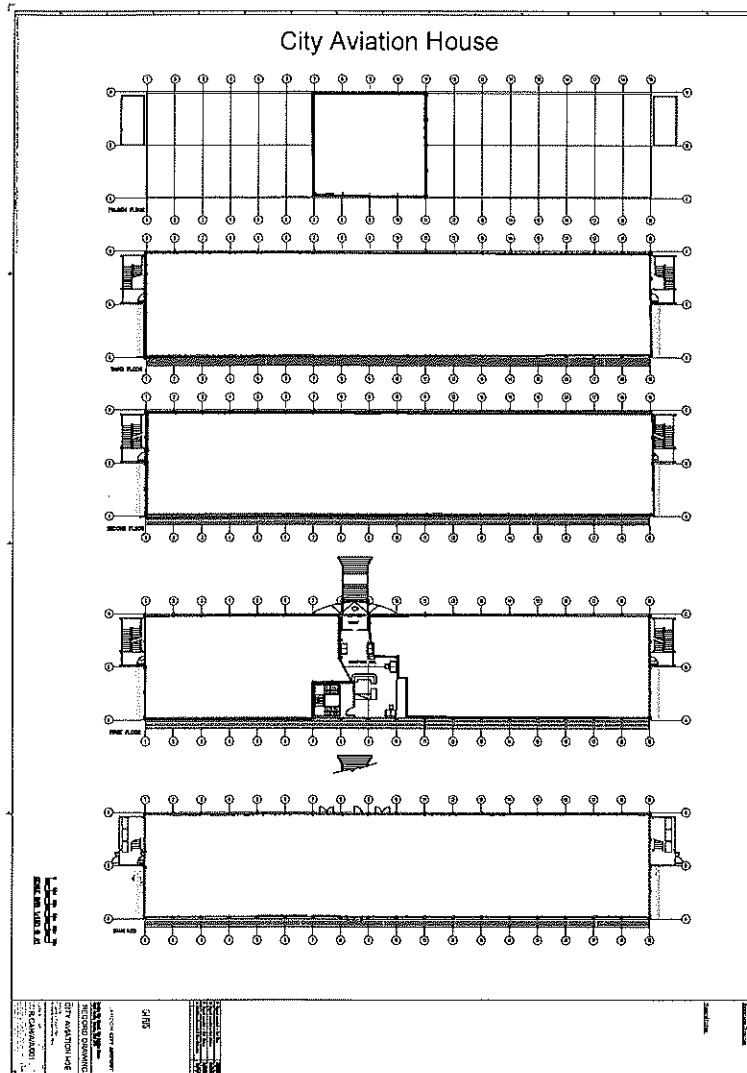
CHAS

London City Airport

RECORD DRAWING

JET CENTRE

Scale: 1:100



Plan ☐

SCHEDULE 2 - UNDERTAKING GIVEN BY THE CLAIMANTS

- (1) The Claimants will take steps to notify Persons Unknown of the claim form, application notice, evidence in support, the Note of the Hearing on 20 June 2024, and the Order as soon as practicable and no later than 5pm on Monday 24 June 2024.
- (2) The 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 future Defendant and the Court finds that the future Defendant ought to be compensated for that loss.

SCHEDULE 3 – EMAIL ADDRESSES

- juststopoil@protonmail.com
- juststopoilpress@protonmail.com
- info@juststopoil.org

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

(1) LONDON CITY AIRPORT LIMITED

(2) DOCKLANDS AVIATION GROUP LIMITED

Claimants

and

PERSONS UNKNOWN WHO, IN CONNECTION WITH THE JUST STOP OIL OR
OTHER ENVIRONMENTAL CAMPAIGN, ENTER OCCUPY OR REMAIN (WITHOUT
THE CLAIMANTS' CONSENT) UPON THAT AREA OF LAND KNOWN AS LONDON
CITY AIRPORT (AS SHOWN FOR IDENTIFICATION EDGED RED ON THE
ATTACHED PLAN 1) BUT EXCLUDING THOSE AREAS OF LAND AS FURTHER
DEFINED IN THE CLAIM FORM

Defendant

NOTE OF "WITHOUT NOTICE" HEARING BEFORE

MR JUSTICE JULIAN KNOWLES

20 June 2024

The hearing commenced at 10:30.

Mr Justice Julian Knowles was familiar with the jurisdiction having granted the HS2 "route wide" injunction [2022] EWHC 2360 (KB) and the ESSO Southampton London Pipeline injunction [2023] EWHC 2013 (KB).

The Judge had read the hearing bundle and the Claimant's skeleton argument and he had received the authorities bundle.

YV introduced the papers and handed up reports of incidents at Stonehenge on 19.06.24 and at Stanstead Airport on 20.06.24.

The Judge acknowledged this material as evidencing that protests were starting to happen.

YV proposed a "route map" which followed his skeleton argument.

1. The airports campaign + the risk of harm
2. The Claimant's decision to apply "without notice"
3. The site
4. The draft Order
5. The relevant legal tests and
6. The Claimant's submissions
7. The Claimant's obligation to give full and frank disclosure

1. The airports campaign + the risk of harm

YV referred to paras 4 – 12 of his skeleton argument.

YV noted that the October 2019 incident had been organised by Extinction Rebellion (not Just Stop Oil).

YV referred to:-

- the following paragraphs of Alison FitzGerald's w/s
 - 6-10 – the airport business;
 - 19-26 – the October 2019 incident at London City Airport;
 - 27-32 – health and safety issues;
 - 35 – the Met police;
- the photograph of James Brown having glued himself to the top of an aircraft at London City Airport in October 2019 at "AMF3" (HB/90); and
- the Daily Mail article dated 9 March 2024 (which broke news of the JSO's 2024 airports campaign) at "SSW5" (HB/257-263).

The Judge noted the unusual location of London City Airport being close to a city centre.

2. Without Notice

YV referred to paras 13-16 of his skeleton argument.

Whilst the Judge acknowledged that CPR 25.3 and s.12 HRA 1998 may not technically apply, he suggested that those tests be addressed on a belts and braces approach.

YV submitted that there were good or compelling reasons for the application being made without notice (notwithstanding his submission that this test does not extend to claims against classes of Persons Unknown). The good and compelling reasons were that if JSO were notified of the application for an injunction before the hearing they may well decide to take direct action before the injunction took effect (which would only happen once all the steps of notification had been completed): (1) this would lead to a risk of severe harm; (2) JSO may defeat the very purpose of the injunction. Although it could be argued that this was not a case involving, e.g., blackmail or freezing orders, there could be irreversible harm if a serious accident occurred or other disruption to passengers; and, (3) in circumstances where they had no right whatsoever to do so. YV referred to *Birmingham CC v Afsar* [2019] EWHC 1560 where Warby J referred to the fact that this might not be a relevant consideration. But YV tried to distinguish that case on the basis that Article 10/11 ECHR would not protect JSO in this case as it was on private land.

The Judge noted that all of the land in respect of which the Claimants seek an Injunction is private land and commented that the position had not been so straightforward in the HS2 route wide injunction.

YV referred to p.719 of the White Book, para 25.3.3 and the reference to the Privy Council judgment in *National Commercial Bank Jamaica v Olint Corp*. That judgment purported to set out 2 bases for going without notice: where there is no time to notify and where notifying would defeat the purpose of the injunction. YV argued that this case was in the specific context of banking and could not and was not purporting to speak to the gamut of cases, including the present one relating to trespass on private land.

3. The Site

YV explained Plan A, Plan 1 and Plans 2-8.

YV explained that the internal layout of buildings had been redacted for reasons of national security.

YV confirmed that the Judge was correct in surmising that some of the areas edged blue in the main terminal building were retail areas.

YV explained the points at which Hartmann Road ceases to be an adopted highway and the point where Hartmann Road passes through a subway below the DLR.

In relation to the location of warning notices, the Judge noted that although the airport could be accessed from the docks, the Claimants were not proposing to post warning notices in those locations. YV argued that anyone seeking to access the airport from the docks would clearly be part of the campaign of direct action and would likely know about the injunction once JSO were notified. They would also only be subject to the injunction if they fell within the definition of Persons Unknown. Instructions were taken from the Claimants Head of Legal who referred to the fact that the water level changes as the docks are tidal and that airport regulations would need to be considered before any notices could be affixed to stakes so close to the runway. The Judge was satisfied that the Claimants had considered the most appropriate places to affix the warning notices.

4. The Draft Order

YV explained that the Claimants were seeking a 5 year injunction subject to annual review.

Strictly speaking, it was neither an interim nor a final injunction.

YV referred the Judge to the fact that 5 years plus an annual review appeared to have become the standard duration for injunctions which protect oil and gas refineries and terminals and he referred to the cases listed at paragraph 7.13 of YV's text book.

The following amendments were made:-

- in recital a – the reference to "Plans 2-9" was changed to "Plans 2-8"
- in para 1 – the date was changed from 12 June 2027 to 20 June 2029
- in para 7 c – the wording was changed to allow the Claimants to include notification of the proceedings on the injunction warning notice

5. Legal Tests

YV referred the Judge to para 58 of Ritchie J's decision in *Valero v PUs* dated 26 January 2024 [2024] EWHC 134 (KB) in which Ritchie J set out his distillation of the 15 substantive requirements which the Claimant needed to satisfy. On the test to be satisfied for requirement number 3, YV accepted the test was higher than the serious issue to be tried threshold in *American Cyanamid*. He said whichever test you apply – "likely" to succeed at trial or the summary judgment test as in *Valero* – Cs satisfied it.

The Judge noted that there is no right to protest on private land “full stop”.

YV referred the Judge to the following paragraphs in Ritchie J’s decision in HS2 dated 24 May 2024 [2024] EWHC 1277 (KB) – 4, 5, 13, 15, 17 and 58-59.

The Judge noted that in substance if not in form, the Claimants were seeking a final injunction.

YV referred to an error in para 58(13) of Ritchie J’s judgment in Valero (the Judge referred to alternative service on Persons Unknown (which is inconsistent with *Wolverhampton CC v London Gypsies and Travellers* [2024] 2 WLR 42 (SC) – see footnote 7 on p 11 of YV’s skeleton argument).

6. The Claimants’ submissions

YV addressed each of the 15 substantive requirements set out in Ritchie J’s decision by reference to para 24 of his skeleton argument.

7. Full and Frank Disclosure

YV said that it might be said against the Claimants that:-

- the Claimants should proceed after giving notice (YV had already addressed this);
- there was no evidence of a direct threat against London City Airport (again YV had addressed this);
- the Public Order Act 2023 includes offences which are related to protest (the Judge said that the criminal law has a different purpose and that criminal proceedings can take a long time. YV agreed and also referred to the facts that: (1) landowners are entitled to vindicate their private rights; (2) enforcement would be up to Cs; (3) of the protestors who had been arrested and charged with criminal offences following the October 2019 incident at London City Airport, only James Brown had been convicted; and, (4) the police themselves had recommended LCY consider obtaining an injunction.

The Judge said that he would grant the Order as sought, subject to the minor amendments discussed, but that rather than giving an *ex tempore* judgment, he would provide written reasons in due course.

The hearing concluded at 11:45 am

CLAIM NO: KB-2024-002132

IN THE HIGH COURT OF JUSTICE
KINGS BENCH DIVISION

BEFORE: HER HONOUR JUDGE COE K.C.

DATED: 5 July 2024

BETWEEN:-

- (1) MANCHESTER AIRPORT PLC**
- (2) AIRPORT CITY (MANCHESTER) LTD**
- (3) MANCHESTER AIRPORT CAR PARK (1) LIMITED**
- (4) STANSTED AIRPORT LTD**
- (5) EAST MIDLANDS INTERNATIONAL AIRPORT LTD**



- v -

KB-2024-002132

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT MANCHESTER AIRPORT SHOWN EDGED RED ON PLAN 1 OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION OR OTHERWISE)**
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT STANSTED AIRPORT SHOWN EDGED RED ON PLAN 2 OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION OR OTHERWISE)**
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT EAST MIDLANDS AIRPORT SHOWN EDGED RED ON PLAN 3 OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION OR OTHERWISE)**

Defendants

ORDER

PENAL NOTICE

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

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

IMPORTANT NOTICE TO THE DEFENDANTS

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

UPON the Claimants' claim by the Claim Form dated 3 July 2024

AND UPON the Claimants' application for an injunction dated 4 July 2024 ("**the Application**")

AND UPON READING the Application, the witness statement of David John McBride dated 4 July 2024, and the witness statement of Stuart Sherbrooke Wortley dated 4 July 2024 ("**the Witness Statements**")

AND UPON HEARING Leading and Junior Counsel for the Claimants

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

IT IS ORDERED THAT:

DEFINITIONS

1. **"Manchester Airport"** means the land shown outlined in red on Plan 1 to the Claim Form (including the highways therein), appended to this Order in Schedule 1 (**"Plan 1"**).
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.manchesterairport.co.uk/injunction/>) at which copies of this Order may be viewed and downloaded).

INJUNCTION

3. With immediate effect, unless varied, discharged or extended by further order, the First Defendants and each of them are forbidden from doing the following:
 - a. Entering, occupying or remaining on any part of Manchester Airport without the consent of the First, Second and Third Claimants (or any of them);
 - b. Affixing themselves to any other person or object on Manchester Airport;
 - c. Impeding access to or enjoyment of Manchester Airport by the First, Second and Third Claimants (or any of them) and those authorised by the First, Second and Third Claimants (or any of them), whether by blocking any entrance or otherwise;
 - d. Blocking or obstructing the free and safe passage of traffic onto or along or across the highways within Manchester Airport;
 - e. Refusing to leave the aforesaid parts of the highways when asked to do so by a police constable, when contravening any of paragraphs 3(b) and/or (d);
 - f. Continuing to do any act prohibited by paragraphs 3(a) to (e) above.
4. This Order is subject to periodic review by the Court on application by the First, Second and Third Claimants at intervals not exceeding 12 months.

SERVICE

5. Pursuant to CPR 6.15, 6.27, and r. 81.4(2)(c) and (d), the First, Second and Third Claimants shall take the following steps by way of service of copies of the amended

Claim Form, amended Particulars of Claim, the Application, and Witness Statements with their exhibits ("**the Claim Documents**") upon the First Defendants:

- a. Uploading a copy onto the following website:
<https://www.manchesterairport.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 notice at those locations marked with an "X" on Plan 1 setting out where these documents can be found and obtained in hard copy.
6. Pursuant to CPR 6.27, and r. 81.4(2)(c) and (d), this Order shall be served on the First Defendants by the First, Second and Third Claimants carrying out each of the following steps:
 - a. Uploading a copy of the Order onto the following website:
<https://www.manchesterairport.co.uk/injunction/>
 - b. Sending an email to the email addresses listed in Schedule 3 to this Order attaching a copy of this Order.
 - c. Affixing a copy of the Order in A4 size in a clear plastic envelope at those locations marked with an "X" on Plan 1.
 - d. Affixing Warning Notices of A2 size at those locations marked with an "X" on Plan 1.
7. The taking of such steps set out at paragraph 5 and 6 shall be good and sufficient service of this Order and of the Claim Documents upon the First Defendants and each of them.
8. The Court will provide sealed copies of this Order to the First, Second and Third Claimants' solicitors for service (whose details are set out below).
9. The deemed date of service of the Claim Documents shall be the date shown on the relevant certificate of service on completion of the steps described at paragraph 5. The step described at paragraph 5(c) will be completed when those documents are first affixed regardless of whether they are subsequently removed.

FURTHER DIRECTIONS

10. Service on the First Defendants of any further applications or documents in the proceedings by the First, Second and Third Claimants (or any of them) shall be effected by carrying out each of the steps in paragraphs 5(a) to (c).
11. 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, 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 to the First, Second and Third Claimants' solicitors at least 48 hours in advance of any hearing.
12. Any person applying to vary or discharge this Order must provide their full name, address and address for service.
13. The First, Second and Third Claimants (or any of them) 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 FIRST, SECOND AND THIRD CLAIMANTS

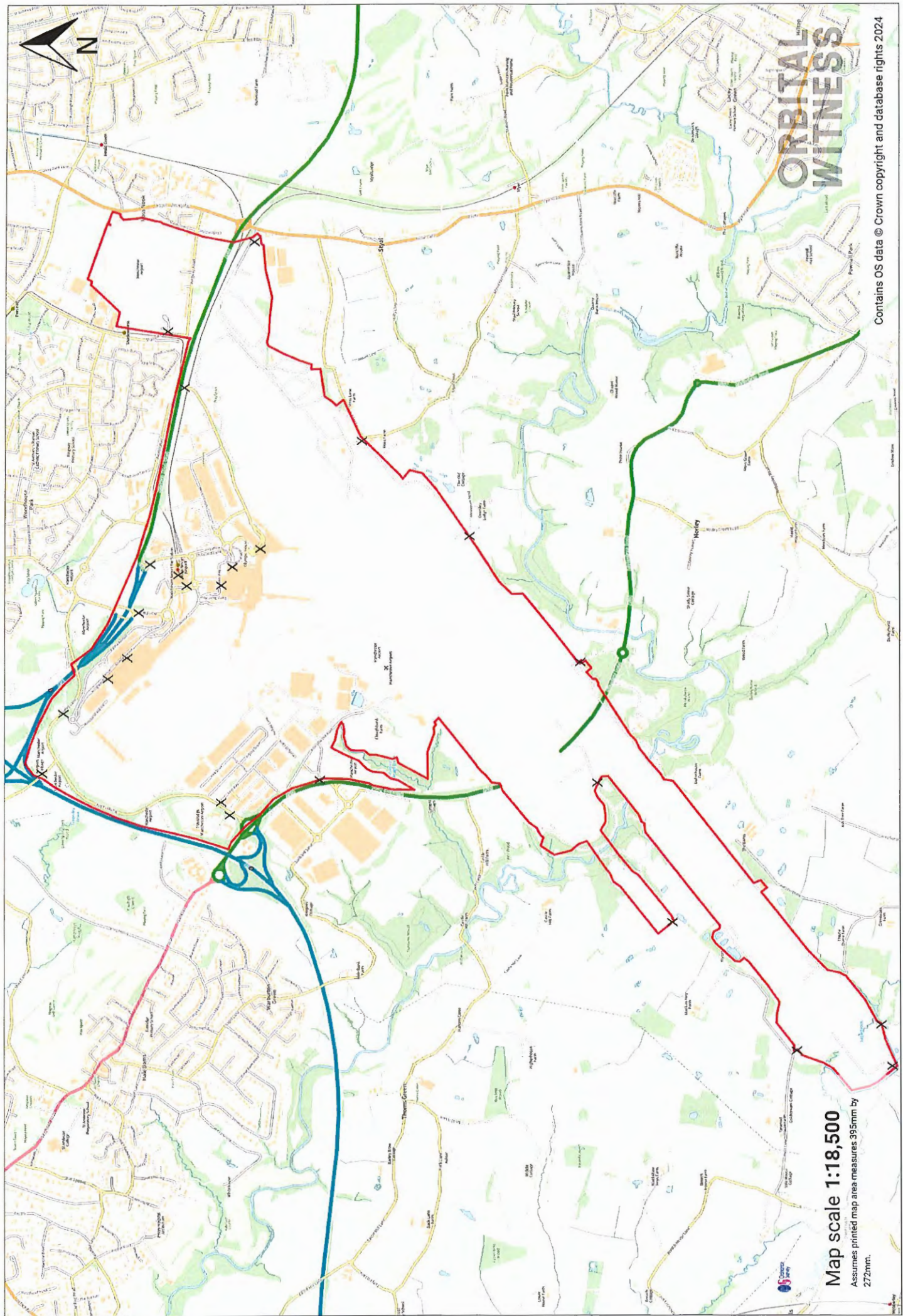
16. The First, Second and Third Claimants' solicitors and their contact details are:

(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

(3) Alexander Wright
Eversheds Sutherland (International) LLP
alexwright@eversheds-sutherland.com
07500 578620

SCHEDULE 1



Map scale 1:18,500

Assumes printed map area measures 395mm by 272mm.

ORBITAL WITNESS

Contains OS data © Crown copyright and database rights 2024

SCHEDULE 2 - UNDERTAKINGS GIVEN BY THE FIRST, SECOND AND THIRD

- (1) The First, Second and Third Claimants will take steps to serve the First Defendants with a note of the hearing dated 5 July 2024 by 19 July 2024.

- (2) The First, 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 3 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.uk

SCHEDULE 4 - WARNING NOTICE

High Court Injunction in Force

NOTICE OF HIGH COURT ORDER DATED 5 JULY 2024

TO: Persons Unknown whose purpose is or includes protest on the premises at Manchester Airport shown edged red on the Plan below or on any flight therefrom (whether in connection with the Just Stop Oil and/or Extinction Rebellion campaign or otherwise) and who enter upon those premises; and Persons Unknown who protest on those premises (whether in connection with the Just Stop Oil and/or Extinction Rebellion campaign or otherwise) (the **"Defendants"**)

FROM: Manchester Airport Plc, Airport City (Manchester) Ltd, and Manchester Airport Car Park (1) Limited ("the **First, Second and Third Claimants**")

This notice relates to the land known as Manchester Airport, Manchester, M90 1QX which is shown edged red on the Plan below (the **"Airport"**)

The Order prohibits:

1. Entering, occupying or remaining upon any part of the Airport without the consent of the First, Second, and Third Claimants
2. Affixing themselves to any other person or object on the Airport.
3. Impeding access to or enjoyment of the Airport by the First, Second and Third Claimants or those authorised by the First, Second, and Third Claimants, whether by blocking access to any entrance or otherwise.
4. Blocking or obstructing the free and safe passage of traffic onto or along or across those parts of the highway show the red line outlined on the Plan;
5. Refusing to leave the parts of the highways on the Plan when asked to do so by a police constable, when contravening any paragraph 1 and/or 4.

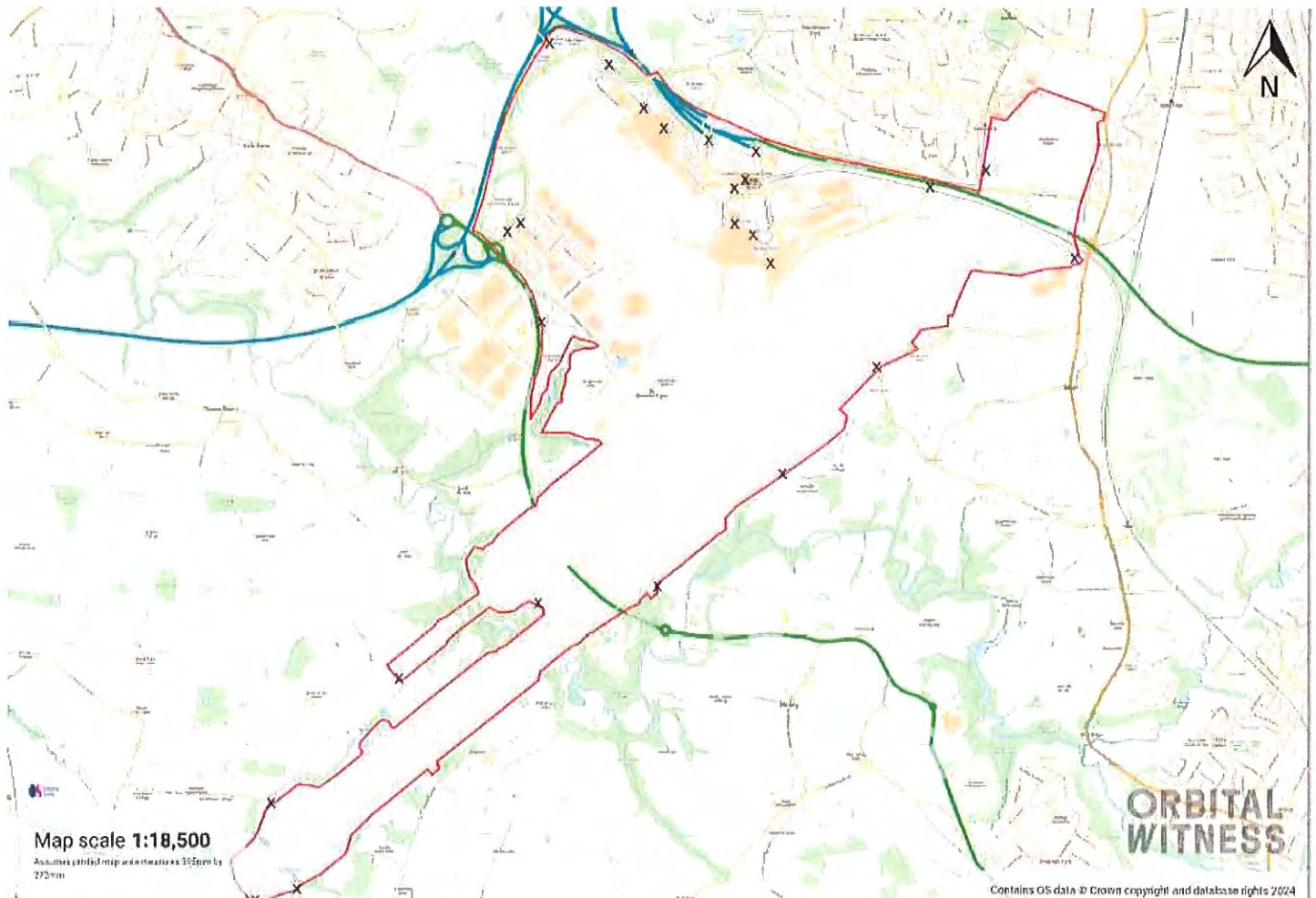
You must not do any of the above acts either yourself or by means of another person acting on your behalf, instructions or encouragement.

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 this Order may apply to the Court at any time to vary or discharge it but if they wish to do so they must inform the First, 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 5 July 2024 may be viewed at: <https://www.manchesterairport.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:-

- (1) MANCHESTER AIRPORT PLC**
- (2) AIRPORT CITY (MANCHESTER) LTD**
- (3) MANCHESTER AIRPORT CAR PARK (1) LIMITED**
- (4) STANSTED AIRPORT LTD**
- (5) EAST MIDLANDS INTERNATIONAL AIRPORT LTD**

Claimants

- v -

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT MANCHESTER AIRPORT SHOWN EDGED RED ON PLAN 1 OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION OR OTHERWISE)**
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT STANSTED AIRPORT SHOWN EDGED RED ON PLAN 2 OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION OR OTHERWISE)**
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT EAST MIDLANDS AIRPORT SHOWN EDGED RED ON PLAN 3 OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION OR OTHERWISE)**

Defendants

**NOTE OF "WITHOUT NOTICE" HEARING BEFORE
HER HONOUR JUDGE COE K.C.
5 JULY 2024**

Hearing commenced at 14:00.

The Judge had read the hearing bundle, the Claimant's skeleton argument, and he had received the authorities bundle.

TMKC introduced the case as one under the newly described jurisdiction which has been in the Supreme Court in Wolverhampton – sui generis relief against Persons Unknown.

TMKC addressed a misstatement in the skeleton argument in which it says that the third parties were asked about whether they would like to take part as joint Claimants. In fact, they were not

asked due to time pressure but there were miscommunications between TMKC and those instructing him.

Judge explained that if an Order is made as requested, it will presumably need to include provisions for the third parties to be notified.

Manchester Airport

Manchester Airport is a difficult area, but the "X" marked locations are where it is proposed to put notices.

TMKC referred to the Byelaws plan and how it cannot be used for the Injunction as it was not accurately drawn, as a result, C has attempted to duplicate the Byelaw map as if it had been done properly in producing the plans for the injunction (refers to witness statement of Mr Wortley).

TMKC described the title ownership of C at Manchester Airport and how the red line on Plan 1 falls within the land on Plan A, either as freeholders or leaseholders.

The effect of that in point of law is C's right to maintain trespass subject to certain exceptions (to be addressed later); such that no one has a right to be on that land except by C's consent.

TMKC, referring to witness statement of Mr Wortley (para 17) explained the carved out areas shown coloured blue, green and pink on Plan A etc.

TMKC explained that the carved out plans can create confusion, but it shows that in some instances C cannot claim trespass.

In order to make our claim good in trespass. Jurisdiction to give us relief on that basis.

TMKC explained the use of nuisance / threatened nuisance arising from the carved out areas, and an unreasonable use of land and the need for those areas to make the injunction in respect of the remaining land effective. TMKC uses example of protest at Stansted over a carved out area, which resulted in the runway being shut as a result of the risk of over-spill.

There were no trespass in that instance but the relief afforded by the injunction is still required.

Stansted Airport

TMKC explained that Plan 2 would be attached to the Order.

TMKC described the title ownership of C at Stansted Airport, and how the red line on Plan 2 falls within the land on Plan A, as either freeholder or leaseholder; third party areas are depicted in plan 2A.

TMKC explains there is no complication due to highways but there remains some complexity because floor plans in pockets of third party interests in different buildings at Stansted. Further, it would be inappropriate and misleading to treat the blue areas differently to the generality.

East Midlands Airport

TMKC explained Plan C, Plan 3 and the carved out plans.

TMKC explains why it is appropriate and necessary for us to be in receipt of the injunction in relation to trespass regarding the generality effective.

TMKC explained the effectiveness of injunctions in relation to other organisations (e.g. National Highways) but that campaigners have shifted their focus to airports. That has been manifested by pronouncements made expressly which Mr Wortley's statement sets out and the recent protest at Stansted.

TMKC disclosed the byelaws, relief of aggravated trespass and interference with national infrastructure. Those are available to the Airport, but the witness statement of Mr Wortley (para

42) includes evidence from which can be inferred that the protestors are willing to take risk in front of jury / magistrates but not a High Court judge.

TMKC explained how ineffective byelaws are for the type of action intended for the injunction to prevent – including the threshold of the punishment.

Legal tests / full and frank disclosure

TMKC referred to the cause of action.

TMKC addressed the duty of full and frank disclosure, including sufficient evidence to prove the claim, no realistic defence, *DPP v Zeigler*, damages not being an adequate remedy, and that if the injunction prohibits any conduct that is lawful, then it must be in a way that is no more than is proportionate.

The balancing exercise for the Judge in deciding whether to grant the injunction only needed to be done in public land (i.e. where there were highways) and clearly favoured the grant of an injunction.

TMKC referred to Leggatt LJ in *Cuadrilla* (endorsed in Court of Appeal in *Canada Goose* and Supreme Court in *Wolverhampton*) in relation to the third party area, makes the point that although the court must be careful not to impose an injunction in wider terms than are necessary to do justice, the court is entitled to restrain conduct that is not in itself tortious or otherwise unlawful if it is satisfied that such a restriction is necessary in order to afford effective protection to the rights of the claimant in the particular case. Leggatt LJ makes the point that there is nothing objectionable in principle in using intention to define the defendants. There will be need for C to prove the purpose is to protest (otherwise the claim to commit would fail)

The proposed title of the Defendants do not fall foul of *Hampshire Waste*. "Persons intending to trespass or trespass" – this did not capture people whether or not on the land (too wide). This claim only seeks people whose purpose is to protest.

Draft Order

TMKC guided the Judge through the draft Orders sought.

- Description of D:-
 - bespoke wording "or on any flight therefrom"
 - the only plausible explanation is the purpose of protest at airport or aeroplane at airport or aeroplane.
 - "whether in connection with JSO or otherwise" – if persons disavowed the campaign.
- Judge explored why other groups were not included in the definition of Ds, and suggested that other groups of which Cs are aware be added to that definition. TMKC agreed with the Judge and obtained permission to amend the Claim Form and POC.
- Para 3, with immediate effect – sometimes says until [date] in the future. One way of giving effect of temporal certainty. Your ladyship's decision.
- Judge concluded that reviews after 24 months is too long, but will reduce to 12 months.
- Judge confirms that the claim is best to be served rather than notification.

Judgment at 15:34

Pursuant to Supreme Court's decision in *Wolverhampton* and the decision in *Valero*, principles are quite clearly set out now.

Cs are those who own 3 airports in the UK. Manchester, Stansted and East Midlands Airport. Ds who are persons unknown are those who, as described in POC, and which permission has been given to amend.

Ds are people who feel strongly that fossil fuel use should cease and are engaged in a campaign of protest at various locations. Already well reported protests have caused significant disruption. Those involved are active on the internet and have indicated that this particular summer they have an intention to continue this protest at airports (as seen in the evidence of Mr McBride and Wortley).

They intend to cause disruption in the summer and they consider this could be scope for some publicity for the campaign. In light of that Cs have brought applications such as these. Newcomer application, in the sense that the PU are those who cannot be identified but are identifiable by purpose. The sui generis were specifically addressed in *Wolverhampton* in the Supreme Court. The principles are much clearer and further clarified by Mr Justice Ritchie. In short form, Court must be satisfied that there is a compelling need for the injunction of this kind. I am satisfied that I have been taken very carefully through the areas of protection of injunctions has been sought. Referred to plans 1 and 2 in Manchester and Stansted, and 3 in East Midland. The land in question is owned by various Cs.

There are complications with claims for trespass, as there are various leases and licences which give right to others to occupy. Cs do not have an immediate right to possession and therefore the claim in trespass cannot be supported for all of the land.

Considerable work has been done by Cs. Land is in ownership of Cs. Premise is that if an injunction is granted only on basis of land which is owned, that would not provide a practical solution but by reference to authorities that Cs are entitled to these applications where it is necessary to make that which they seek effective. The risk is that any protestor will nonetheless threaten nuisance spilling out onto land they do own. There are examples of that already occurring for protestors within this category.

It is appropriate to do so in respect of all of this land shown on Plans 1, 2 and 3. And authorities make that quite straightforward. I have to be satisfied that there is a compelling need here. Satisfied here of compelling need.

Injunctions are necessary and proportionate and there is clear evidence of threat and intention to target airports, in a way that has already been targeted. Examples were given of Gatwick airport. Experience at Stansted with wire cutters. The threat is real and imminent and already manifested itself.

Consequences are of particular significance: Airports are sensitive places where security is paramount. This sort of disruption. Delay or disruption but also increased sensitivity from evidence of Mr McBride because targets for terrorists. Airports have to respond because this could be a mask for a terrorist activity. Damage to aircraft and other security issues and significant financial repercussions.

Also, I should take into account what arguments Ds might have raised. This is a without notice application and they are not here– it does not mean should not take that into account. Ds have been arrested for various criminal offences – Criminal Justice and Public Order Act and Public Order Act. Similarly, there are byelaws. The disadvantage is that they are enforceable after the action has taken place. The criminal system does not prevent action in the way that an injunction does. Scope for prosecution is not a remedy for Cs.

Should have said before that I have been referred to the point about tipping off and satisfied that appropriate to make the application without notice. The Claimants have not only given full and frank but have gone to some length to set out what might have been said. Included byelaws.

I am satisfied that necessary to make the injunctions and there is a compelling need.

Legal approach – I would cite the section of Mr Justice Ritchie in *Valero* – the matters I need to be satisfied about. Hard to see what particular harm to the PU in preventing them from carrying out the sort of protest over land which is privately owned.

In the interests of putting everything before the Court, Cs in Manchester Airport have referred to the fact that there are highways. There is a right to public generally and so therefore have to take into the rights of the protestors under the ECHR, particular Arts 10 and 11.

There is a need to consider when the balancing exercise that any interference is something which would cause me not to make this order. Right to peaceful protestation are to be protected do not include the deliberate and criminal behaviour which is the threat here.

The need remains compelling and any interference does not outweigh the need for the injunction.

Cs have agreed to provide a standard undertaking in damages. As part of the injunction, and if there is anyone they would be able to seek a remedy to damages.

In those circumstances, it is appropriate to make the orders sought. I should say that: appropriate for the definition of Ds to include any other organisation of which Cs are aware and have a website or email address.

This is not a case where it is appropriate to have an interim order with return in 2 weeks. As was set out in *Wolverhampton*, this is *sui generis*. As far as interim or final orders are concerned, anyone has a right to come and have the order discharged or varied. Indicated that this will be reviewed, rather than to last for, in 12 months, which is sufficient to cover off the threat. Reflect the sequential nature of the campaigns organised at various location.

Third parties with interests at the airports should be notified.

Hearing concluded at 16:00.

CLAIM NO: KB-2024-002317

IN THE HIGH COURT OF JUSTICE
KINGS BENCH DIVISION
ROYAL COURTS OF JUSTICE

BETWEEN:-

(1) LEEDS BRADFORD AIRPORT LIMITED

AND THREE OTHERS

- v -



- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR ~~EXCLUDES~~ ^{KB-2024-002317} PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT LEEDS BRADFORD 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 FUELS OR THE ENVIRONMENT ON THOSE PREMISES (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 Mr Justice Ritchie sitting at the Royal Courts of Justice, the Strand, London on 18 July 2024

UPON the Claimants' claim by the Claim Form issued on 16 July 2024

AND UPON the Claimants' ex-parte application for an injunction issued on 16 July 2024 ("**the Application**")

AND UPON READING the Application and the first witness statements: of Alexander James Wright dated 16 July 2024, 17 July 2024, (another) 17 July 2024; and 18 July 2024, Vincent Hodder dated 15 July 2024, Nicholas Jones dated 16 July 2024 and Alberto Martin dated 15 July 2024 ("**the Witness Statements**").

AND UPON hearing Mr Morshead K.C. and Miss Barden, 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 Leeds Bradford Airport, as defined by this Order, should be made by email to protestrequest@lba.co.uk.

DEFINITIONS

"Leeds Bradford 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.leedsbradfordairport.co.uk/injunction>. at which copies of this Order may be viewed and downloaded).

NOW 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 Leeds Bradford Airport for the purpose of protesting about fossil fuels or the environment without the prior consent of the First Claimant.
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

3. Pursuant to CPR 6.15, 6.27, and r. 81.4(2)(c) and (d), the First Claimant shall take the following steps by way of service of copies of the Claim Form, the Application, and Witness Statements with their exhibits ("**the Claim Documents**") and this Order upon the First Defendant:
 - a. Uploading a copy onto the following website:
<https://www.leedsbradfordairport.co.uk/injunction>.
 - b. Sending an email to each of the email addresses listed in Schedule 3 to this Order (1) stating that a claim has been brought and an application made, and that the documents can be found at the website referred to above and (2) attaching this Order.
 - c. Affixing a notice at those locations marked with an "X" on Plan 1 setting out where the Claim Documents and this Order can be found and obtained in hard copy in the form of Schedule 4.
4. Within 2 working days of receipt of the sealed Order, it shall be provided to Reuters news agency so that it can be used by press organisations to publicise its existence.
5. The taking of such steps set out at paragraph 3 and 4 shall be good and sufficient service of this Order and of the Claim Documents upon the First Defendant and each of them.
6. The Court will provide sealed copies of this Order to the First Claimant's solicitors for service (whose details are set out below).

7. The deemed date of service of the Claim Documents shall be the date shown on the relevant certificate of service on completion of the steps described at paragraph 3. The step described at paragraph 3(c) will be completed when those notices are first affixed.
8. The deemed date of service of this Order shall be the date shown on the relevant certificate of service on completion of the steps described at paragraph 3 and 4. The step described at paragraphs 3(c) will be completed when those notices are first affixed.

FURTHER DIRECTIONS

9. Service on the First Defendant of any further applications or documents in the proceedings by the First Claimant shall be effected by carrying out each of the steps in paragraph 3.
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 (in so far as that is possible) by being sent a link to the Claim Documents and this Order by email addressed to them 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.

Ritchie J

Made 19 July 2024

NOTES

COMMUNICATIONS WITH THE FIRST CLAIMANT

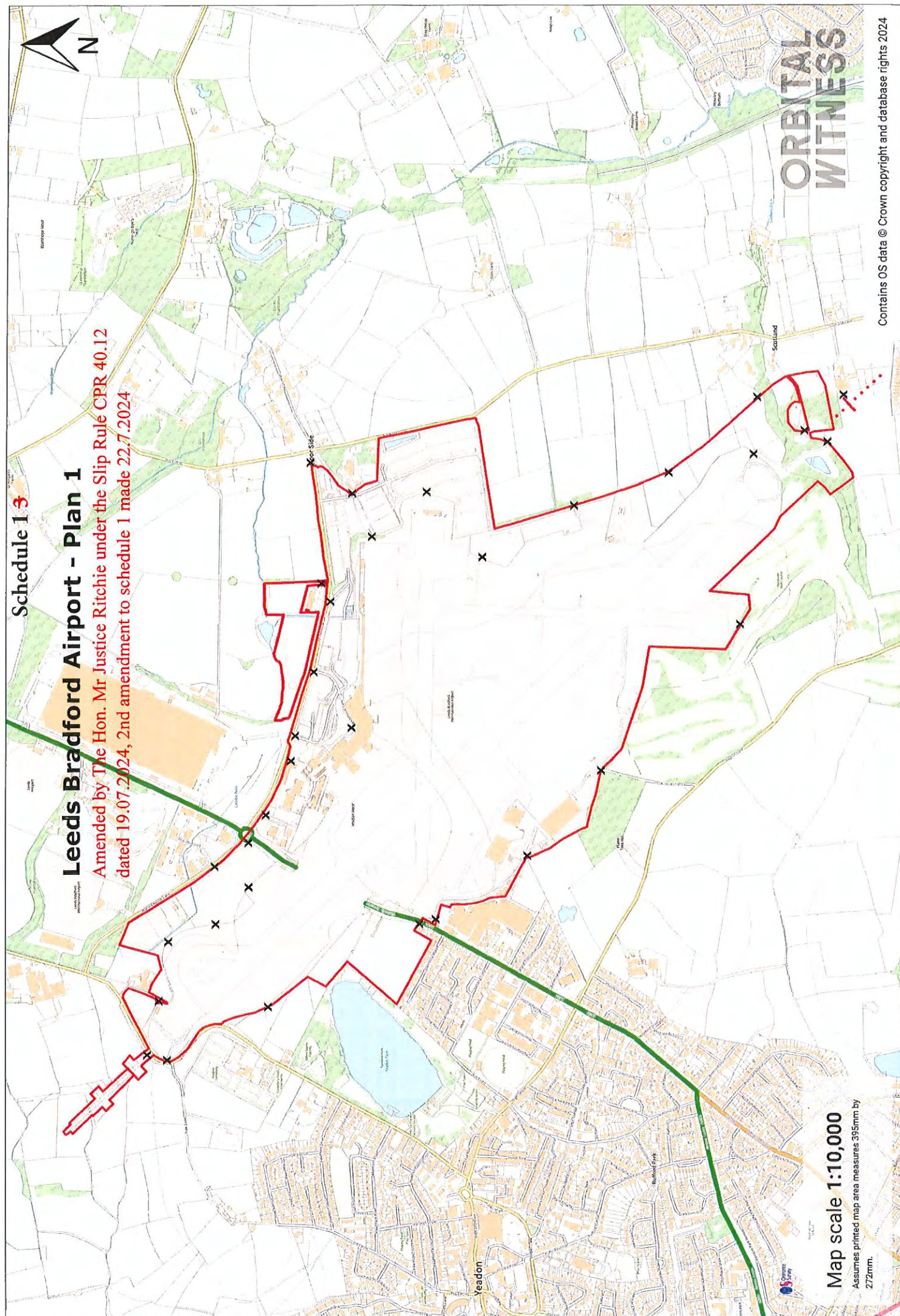
The First Claimant's solicitors and their contact details are:

- (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
- (3) Alexander Wright
Eversheds Sutherland (International) LLP
alexwright@eversheds-sutherland.com
07500 578620

Schedule 13

Leeds Bradford Airport - Plan 1

Amended by The Hon. Mr Justice Ritchie under the Slip Rule CPR 40.12
dated 19.07.2024, 2nd amendment to schedule 1 made 22.7.2024



ORBITAL
WITNESS

Map scale 1:10,000

Assumes printed map area measures 395mm by 272mm.

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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 18 July 2024 by 1 August 2024.
- (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 18 JULY 2024 ("the Order")

TO: PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT LEEDS BRADFORD 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 FUELS OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) (the "**Defendants**")

FROM: Leeds Bradford Airport Limited (the "**First Claimant**")

This notice relates to the land known as Leeds Bradford 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.

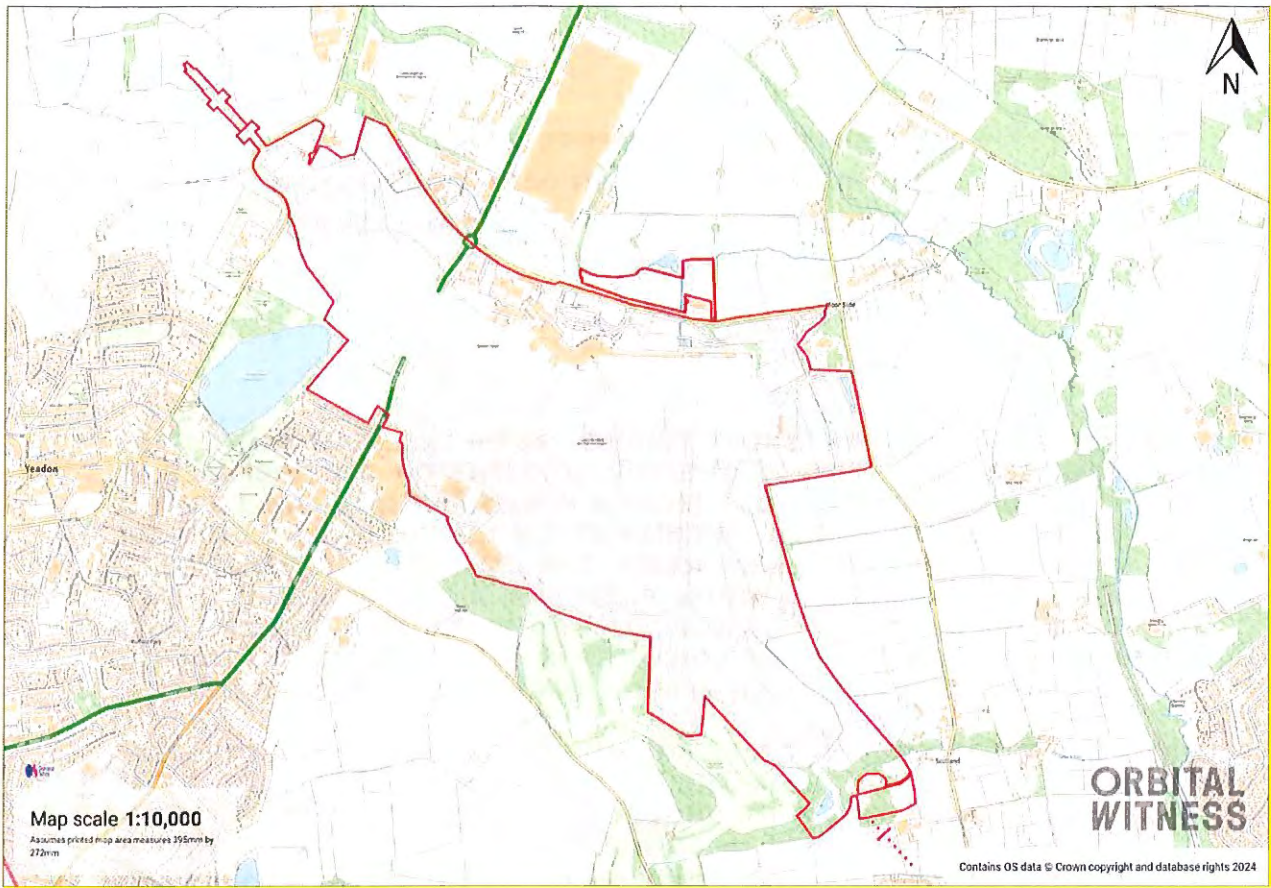
You must not do any of the above acts either yourself or by means of another person acting on your behalf, instructions or encouragement.

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 18 July 2024 may be viewed at: <https://www.leedsbradfordairport.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
KING'S BENCH DIVISION

B E T W E E N

- (1) LEEDS BRADFORD AIRPORT LIMITED
- (2) LONDON LUTON AIRPORT OPERATIONS LIMITED
- (3) NEWCASTLE INTERNATIONAL AIRPORT LIMITED
- (4) NIAL SERVICES LIMITED

Claimants

-and-

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT LEEDS BRADFORD 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 FUELS 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 LONDON LUTON 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 FUELS 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 NEWCASTLE INTERNATIONAL 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 FUELS OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

NOTE OF "WITHOUT NOTICE" HEARING BEFORE

MR JUSTICE RITCHIE

18 JULY 2024

Hearing 18.07.24

The Hearing commenced at 10.30am.

The Judge had read the evidence (except for Alex Wright w/s #2, which he took a moment to read at the start of the hearing) and the Claimant's skeleton argument, and had received the authorities bundle.

TMKC introduced the case as one under the newly described jurisdiction which has been in the Supreme Court in *Wolverhampton* – sui generis relief against Persons Unknown; no defendants of which Cs were aware and no steps taken to notify.

Mr Justice Ritchie was familiar with the jurisdiction having granted injunctions in favour of HS2 and Esso.

This is an emerging area of law and the principles expressed in caselaw are still in the nature of guidance and the courts are encouraged by the Supreme Court to make decisions as they unfold. The guiding principle that attracts the eye of equity is the "compelling need" which stimulates the court to intervene. The developments of the law and breaking down of headings is what is needed when compelling need is identified, and to satisfy the human rights aspect.

Preliminary Matters

TMKC explained that, because of *Wolverhampton*, this was not a without notice application in the ordinary sense, but the Cs had complied with it on a precautionary basis for the reasons set out in AW w/s #1 (HB/272-273).

TMKC addressed that the Claim Form + the Particulars of Claim needed to be amended but noted as there is no issue as to service this permission may not be required, nonetheless he sought permission to amend:-

1. the Claim Form (plans attached were not labelled); and
2. the Particulars of Claim (plans were attached to AW w/s but not POC despite being referred to)

Permission granted.

Witness Statements / Evidence

The Judge noted that para 7 of AW w/s #2 related to protests at Gatwick (no injunction in place) on 24 June 2024.

The Judge noted the arrests that had been made and referred to in AW w/s, but was critical that there was no copy of Mr McBride's witness statement, obtaining it online was not practicable. The Judge noted that it was hearsay evidence.

TWKC provided AW w/s #4 to the Judge (updated Plan 3A).

Issues

Judge's primary concerns:-

- 1- *Why have the defendants not been named or notice provided to the individuals, they being the ones alleged in the evidence as the guiding light / drum beaters. If they are known to be part of the persuaders then why aren't they defendants?;*
- 2- *General queries concerning clarity of the areas covered by the injunction, highways and third party land etc.; and*

3- Definition of Persons Unknown ("PU") - currently the definition of PU would cover protesting about delayed luggage (for example) – the Judge considered that would be too wide and needs to be more focused.

Titles

TMKC explained Plan 1 and Plan 1B.

To clarify the Judge's query on C's rights to claim an injunction over a national highway (included within the red line on Plan 1), TMKC explained it would be to restrain nuisance affecting the customers and operations of the airport; the byelaws themselves cover disruptive nuisance over the highway.

TMKC clarified Cs are not asking the court to grant an injunction in aid of the byelaws, and provided examples of terminal cases with injunctions granted over highways.

The Judge considered an example of individuals sitting in the tunnel and stated that it's got nothing to do with trespass. It is a nuisance to interfere with anyone's right with the use of the highway. The nuisance would be that it obstructs the passageway of staff and licences. It could also be framed within the economic torts.

TMKC discussed the runway lights; these are affected by complex tapestry of titles, however, the structures of the lights are owned by the Cs. The Judge considered that the ownership of the land did not matter because Cs owned the lights and there could be a danger if the lights were covered and the planes could not land because they could not see.

TMKC explained Plans 1A – 3A and 1B – 3B; the third party areas should not be carved out and to recognise that anyone protesting in these areas is doing so in the airport and it is not appropriate to try to draw that distinction. There is also potential for protestors to be misled / create confusion.

Airports' Distinctiveness

TMKC explained that airports are not like normal places. Even peaceful protests are problematic and could be used as a mask for more serious things. There is potential for a peaceful protest to become not peaceful and/or to be misinterpreted by security staff. Airports are key national infrastructure. Security is the single most important item on the agenda.

TMKC drew the Judge's attention to VJH w/s on responsibilities of operators (on safety); safety is an issue of huge importance and there is sufficient chain of evidence for the court to accept the submission.

TMKC discussed that the central element of this equitable jurisdiction is that anyone can come and say "no this is too wide" and at that point, there can be arguments about it. At this stage, it is appropriate to proceed on a precautionary basis which is intrinsic to this jurisdiction, at least when there is evidence that it goes beyond mere assertion.

TMKC explains that third party occupiers have been notified and no objections received to the claim.

Plans

Leeds Bradford Airport

TMKC explained Plan 1A and why internal layout plans of the green buildings have not been provided (complexity).

London Luton Airport

TMKC explained Plan 2B, Plan 2A (including the highways) and Plans 2C – 2I.

TMKC explained the railway which is within C2's titles / ownership.

Newcastle

TMKC explained Plan 3, Plan 3B, Plan 3A (as substituted by AW w/s #4) and Plans 3C-3D.

TMKC there has been no uniform practice developed in these cases about whether notice should be given to third parties (e.g. the difference in approach in claims by the MAG group airports with Heathrow).

Threat and the compelling need

TMKC provided summary of incidents AW w/s #1 - the environmental campaign in recent years and also referred to para 52 of AW w/2 #1 (HB/264) - Tweet by Just Stop Oil ("JSO").

Helps to explain why these injunctions are effective. They recognise that injunctions are special, still that much respect for the law.

The Judge queried whether arrested JSO members should be a named individual; TMKC explained that they are no longer considered to be a threat given that they had received sanctions.

TMKC explained that apart from the obligation to identify the name, notification should also be as effective as possible.

Judge was uncertain as to why individuals were not named as defendants where they could be as "troop leaders"; those that can be named, should be named but they should be notified at least, whether they are named is a matter for Cs.

TMKC refers to AW w/s #3 and the JSO letter to the prime minister and the explicitness of their recent statement on *taking action at airports* (HB/591).

Specific to the Airports (LBA/LTN/NCL)

Generic features which make airports vulnerable to peaceful protest which the attempted protest at Gatwick airport with the bandages evidences. The cascade effect of from one cancellation / delay also makes them particularly vulnerable and that they are dangerous places.

At these airports, the lack of airbridges create a special acute level of risk of protestors breaking away because passengers have to cross the apron to get to aircraft and runways are closer to terminals - when the passengers are out in the open, there are additional security risks.

Cs have tried to accommodate protest, there were cornered off protest areas for safe and peaceful protest; Judge proposed a recital in the Order for a contact for peaceful protests.

All the airports are also protected by byelaws which prohibit disruptive protest.

Draft Order

The Judge considered the definition of PU to be too wide "persons unknown whose purpose is or includes protest". The POC centre on protests that focus on fossil fuels. Appropriate wording is required that focuses on the actual substance of the complaint.

Cs have a continuing duty of full and frank disclosure (therefore it would provide to the Court all relevant information if it had to enforce the relief).

Cuadrilla – paras 60, 65 and 69 (AB/376) - no objection to framing an order which involves a subjective element. If there is a problem, C would have a duty to satisfy the evidential burden.

TMKC addressed other questions by the Judge:

1- Why have we not named individual – covered

The Judge granted permission to amend stating it will be “as you see fit”.

2- Areas covered which were highway and third party land

TMKC submits that in relation to all third party areas it is necessary to make the injunction effective, the supporting reason that protest activity on third party land and/or highways would be a nuisance, a direct tort. There is the issue of silent protest on third party land which would not be a nuisance, but that is caught by the first, we can't have situations where security need to monitor peaceful protest, not in an airport – elsewhere maybe.

3. definition of PU being too wide

TMKC did not develop further on this.

The Judge suggested adding a note to the order.

TMKC stated that the balancing exercise remains and sought that the Judge evaluates the submissions in light of the skeleton argument.

Judgement

This is an *ex parte* application issued on 16.07.2024 for injunctions against PU to exclude them from 3 airports and for alternative service provisions, extempore judgement fit within that period.

This Judgment is focused on LBA but will apply to LTN and NCL.

The POC identified third party areas over which Cs lacked possession (Plans 1A, 2A and 3A).

Cs set out that:-

- the public had implied consent to enter the airports;
- without any right to protest or such activities as had been threatened by JSO;
- any person entering or staying on for protests would be a trespasser.

Third party areas were identified to which Cs are not entitled to possession but it was pleaded that Cs are entitled to protect their interest.

Protests on third party areas / highways would constitute a breach of the airports byelaws and in submission of this, suggested it would constitute a nuisance.

The Judge identified the various threats of protests as noted in the witness evidence (including at LTN); where the byelaws and breach thereof had no or little off putting effect.

Judge summarised the evidence in AW, VJH, AM and NJ w/ss.

The claimants sought injunctions to be reviewed every 12 months,

The cause of action: trespass, public/private nuisance. There is no claim for an economic tort or conspiracy. It is based on *quia timet* as there is no threat of direct action, but there is imminent threat.

Secondly, having looked at the disclosure that was provided in the professional bundle provided by Eversheds I consider that full and frank disclosure has been provided

Sufficient evidence: the evidence of ownership is sufficient and that the historic evidence is sufficient for proof of a risk of trespass and of public/private nuisance at the airport or the roads.

A realistic defence: That is on the basis of if it is a defence to protesters entering these airports with the intention to disrupt or breach the byelaws, the range of protests that has been used by environmental groups in the past has been very wide, including locking on, damaging structures, spraying paint, sit-ins/glue-ins, and many others. For such activities I do not foresee any realistic defence. I take into account of course that any injunction will be against unlawful activities or in breach of the byelaws.

Balance of convenience / compelling justification: is there a compelling reason to grant the injunction - the most relevant event is the threat made to the new Prime Minister of the UK which is comparable to previous threats made, these threats have a history of not being made lightly and such threats being seen through, including trespass, public and private nuisance. The other public and direct activity which has created torts and perhaps crimes, was Stansted and Farnborough, the threat to other airports may have been undermined by substantial arrests including the one relating to the Gatwick bandages arrest.

Airports are part of the national infrastructure which are actually sensitive to threat, they are frighteningly complicated organisations involving the movement of thousands of members of the public near the movement of huge and highly combustible equipment. They are particularly sensitive to direct action/unlawful protest.

Fear of CEOs is that terrorism is facilitated by chaos. Human rights of passengers who businesses or holidays may be catastrophically interrupted or cancelled. Although not pleaded, it is worth taking on the knock on effect on employment, however, I don't have those in the front of my mind because there is no pleading in for economic torts.

JSO and XR have made good on their threats in the past in a way that has caused enormous tax payer and private financial expense and disruptions at oil terminals, roads, sporting events and as threatened, potentially at airports. I also take into account that the evidence before me shows that previous High Court decisions have been effective in preventing unlawful activity. Also take into account the protesters lawful right to express their views, lawful protesting set out in Mr Hodder's statement is the right of every English person and is not to be restricted.

There is compelling justification to prevent fossil fuel protesters from entering or staying at these three airports and from protesting there and from any direction which could cause chaos / danger or constitute the torts set out in the particulars of claim.

Would damages be an adequate remedy: Obviously not: (1) PU by definition are unknown; and (2) I do not know of any case in which a PU has stumped up for any chaos they have caused.

I do not think they would go anywhere near to compensate the chaos that could be caused at an airport, for instance, on the tarmac. Therefore, damages are not an adequate remedy. It is better to prevent the chaos than compensate / fail to compensate.

Identifying PUs: Needs to include "fossil fuels". It is a duty of this court, to make absolutely clear the boundaries of the definition of PUs and I consider there is a potential

lack of clarity in defining them as protestors. There may be lawful protests that would otherwise be caught by the current too wide definition.

Scope of the injunction: I do not consider that there is a compelling justification for the injunction to cover flights going in and out of the airport.

Injunction: I consider that this is sufficient but I would add "for the purpose of fossil fuel", and consent of Cs.

The geographic boundaries: In relation to areas within the possession of the claimant and private jet areas, in view of what happened on Stansted, it is necessary that the injunction covers those private operations which are at least within the freehold ownership.

Finally, landing lights – I consider that the injunction should cover the landing lights as they are equipment owned by the Cs and if Ds disrupt it would be extremely chaotic and dangerous.

Temporal limits: review annual is sufficient, safe and fair way to protect rights of PU.

Service: methods of alternative service, agreed as per draft Order and provided to Reuters.

Right to vary or set aside: right should also be granted specifically to Roger Hallam, Phoebe Plummer and/or Indigo Rumbelow, those 3 persons should be served directly by alternative service (website/email address).

Tidy up matters: whilst Public Order Act 2023 and Byelaws have changed the landscape somewhat in this application, they do not undermine the need for a proactive approach toward what would be catastrophic tortious damage.

Permission to amend CF and POC.

Claim No: KB-2024-002336

IN THE HIGH COURT OF JUSTICE

KINGS BENCH DIVISION

ROYAL COURTS OF JUSTICE

B E T W E E N :-

GATWICK AIRPORT LIMITED

-and-



KB-2024-002336

PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES
PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT WHO
ENTER OR REMAIN ON THE PREMISES AT LONDON GATWICK
AIRPORT SHOWN OUTLINED IN YELLOW AND SHADED YELLOW
ON PLAN 1 ATTACHED TO THE CLAIM FORM (WHETHER IN
CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR
EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

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 Mr Justice Ritchie sitting at the Royal Courts of Justice, the Strand, London on 19 July 2024

UPON the Claimant's claim by the Claim Form dated 18 July 2024

AND UPON the Claimant's application for an injunction dated 18 July 2024 ("**the Application**")

AND UPON READING the Application and the witness statement of Neil Harvey dated 18 July 2024 and the witness statements of Julian Pollock dated 18 July 2024, (and another) 18 July 2024 and dated 19 July 2024 ("**the Witness Statements**")

AND UPON hearing Mr Morshead K.C. and Miss Barden for the Claimant and no one attending for the Defendant

AND UPON the Claimant giving and the Court accepting the undertakings set out in Schedule 4 to this Order

AND UPON the Claimant informing the Court that any requests from those wishing to carry out peaceful protest to designate an area for that purpose at London Gatwick Airport, as defined by this Order, should be made by email to legal@gatwickairport.com.

DEFINITIONS

"**London Gatwick Airport**" means the land shown outlined in yellow and shaded yellow 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 5 to this Order

NOW IT IS ORDERED THAT:

INJUNCTION

1. With immediate effect, unless varied, discharged or extended by further order, the Defendants are forbidden from entering, occupying or remaining on any part of London Gatwick Airport for the purpose of protesting about fossil fuels or the environment without the prior consent of the Claimant.
2. For the avoidance of doubt, the Order does not apply to:
 - a. The highways shown in pink and yellow on Plan 2 in Schedule 2 to this Order,

- b. The National Rail railway station at London Gatwick Airport, located at the South Terminal and the precincts thereto up to the concourse at the South Terminal.
3. This Order is subject to periodic review by the Court on application by the 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

4. Pursuant to CPR 6.15, 6.27, and r. 81.4(2)(c) and (d), the Claimant shall take the following steps by way of service of copies of the Claim Form, the Application, and Witness Statements with their exhibits ("**the Claim Documents**") and this Order upon the Defendants:
 - a. Uploading a copy onto the following website:
<http://www.gatwickairport.com/injunction.html>
 - b. Sending an email with this Order attached to the email addresses listed in Schedule 3 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 notices at regular intervals around the perimeter fence and at suitable entrances/exits to London Gatwick Airport where these documents can be found and obtained in hard copy in the form of Schedule 5.
5. Within 2 working days of receipt of the sealed Order, it shall be provided to Reuters news agency so that it can be used by press organisations to publicise its existence.
6. The taking of such steps set out at paragraph 4 shall be good and sufficient service of this Order and of the Claim Documents upon the Defendants.
7. The Court will provide sealed copies of this Order to the Claimant's solicitors for service (whose details are set out below).
8. The deemed date of service of the Claim Documents shall be the date shown on the relevant certificate of service on completion of the steps described at paragraph 4. The step described at paragraph 4(c) will be completed when those notices are first affixed.
9. The deemed date of service of this Order shall be the date shown on the relevant certificate of service on completion of the steps described at paragraph 4. The step described at paragraph 4(c) will be completed when those notices are first affixed.

FURTHER DIRECTIONS

10. Service on the Defendants of any further applications or documents in the proceedings by the Claimants shall be effected by carrying out each of the steps in paragraph 4.

11. 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 Claimant's solicitors 72 hours' notice of such application by email to matthew.bonye@hsf.com and graeme.robertson@hsf.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 Claimant's solicitors at least 48 hours in advance of any hearing.
12. 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.
13. Any person applying to vary or discharge this Order must provide their full name, address and address for service to the Claimant's solicitors.
14. The Claimant has liberty to apply to vary, extend or discharge this Order or for further directions.
15. No acknowledgment of service, admission or defence is required by any party until further so ordered.
16. The Claimant shall notify its tenants and/or licensees who have interests and/or rights in London Gatwick Airport of the making of this Order in writing and/or by providing copies of this Order to them.
17. Costs are reserved.

Ritchie J

Made 19.7.2024

COMMUNICATIONS WITH THE CLAIMANT

The Claimant's solicitors and their contact details are:

Herbert Smith Freehills LLP

Exchange House

Primrose Street

London EC2A 2EG

Attn: Matthew Bonye/Graeme Robertson

E: matthew.bonye@hsf.com; graeme.robertson@hsf.com

02074662162/02074662793

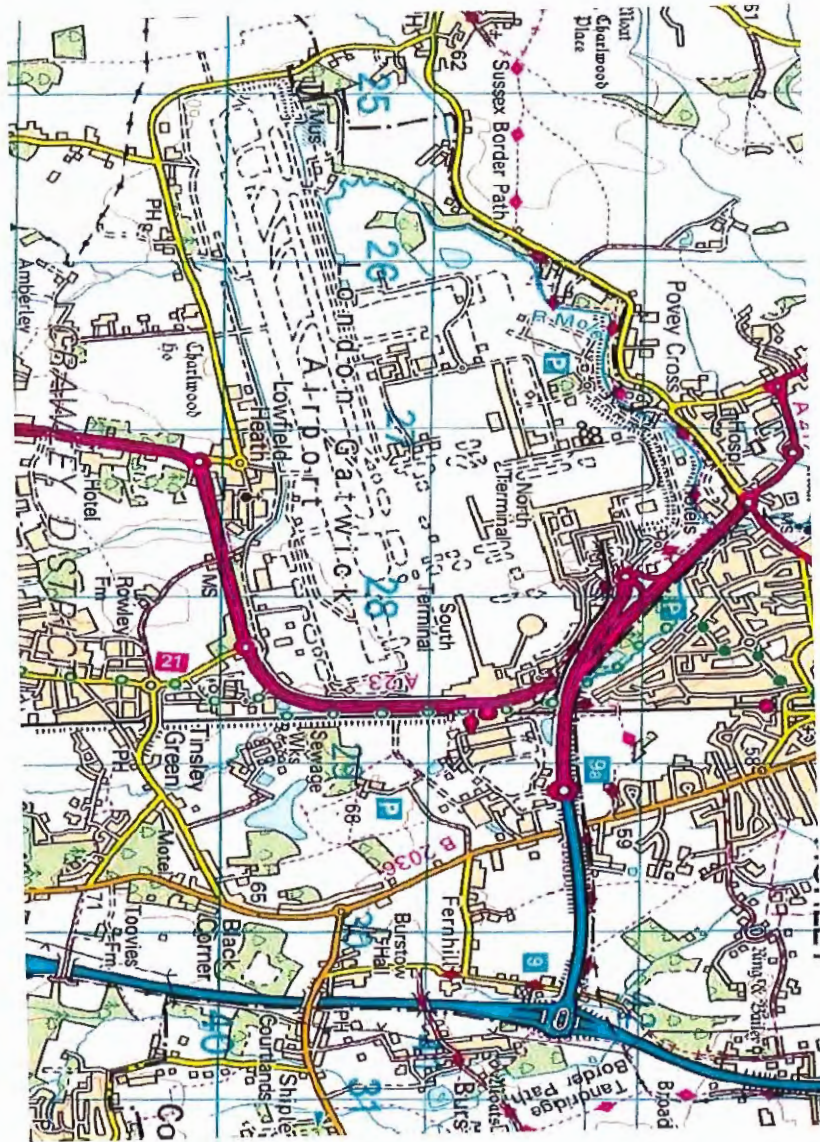
Communications with the Court

All communications to the Court about this Order should be sent to: King's Bench Division, Royal Courts of Justice, Strand, London WC2A 2LL. The offices are open between 10.00am and 4.30pm Monday to Friday except bank holidays. The telephone number is 020 7947 6000.

Plan 1



SCHEDULE 2



SCHEDULE 3 – EMAIL ADDRESSES

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

SCHEDULE 4 - UNDERTAKINGS GIVEN BY THE CLAIMANT

- (1) The Claimant will take steps to serve the Defendant with a note of the hearing which took place on 19 July 2024 by 2 August 2024.
- (2) The 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.

HIGH COURT CLAIM NO: KB-2024-002336

High Court Injunction in Force

NOTICE OF HIGH COURT ORDER DATED 19/7/2024

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

FROM: Gatwick Airport Limited ("**the Claimant**")

This notice relates to the land known as London Gatwick Airport, Gatwick RH6 ONP which is shown outlined in yellow and shaded yellow on the Plan below (the "**Airport**")

The Order prohibits:

1. 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 Claimant
2. 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 this Order may apply to the Court at any time to vary or discharge it but if they wish to do so they must inform the Claimant's solicitors 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 19/7/2024 may be viewed at: 5th Floor, Destinations Place, Gatwick Airport, Gatwick, West Sussex, RH6 0NP or online at <http://www.gatwickairport.com/injunction.html>. Copies may also be obtained from the Information Desk or by contacting Matthew Bonye of Herbert Smith Freehills LLP at Exchange House, Primrose Street, London EC2A 2EG, on 0207 466 2162 or by email at matthew.bonye@hsf.com.

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

SSW12

This is the exhibit marked "SSW12" referred to in the witness statement of Stuart Sherbrooke Wortley.

JUST STOP

Our friends over at Fossil Free London have **something huge planned...**

For two years, global temperatures have been breaking out of the charts, and deadly heat waves have struck in India and the Middle East– with 1300 people dying during the Hajj pilgrimage alone.

In spite of this, London City Airport wants to expand its operations in the most aviation polluted city in the world.

Want to stop them? Join us on the 27th July to let them know we won't let them get away with this.

[Sign Up Here](#)

So here's the details. Since the pandemic, fewer business flights have departed from London City Airport, so in an effort to boost profits, the airport wants to attract a new wave of luxury private flyers.

What that means in plain terms is they want to cater to **rich people flying to London for shopping trips.**

These shopping trips will not be without cost.

Currently, local residents are given a single 24 hour break from the noise and pollution when the airport shuts down at the weekend. The new proposal will remove this vital respite.

What's more, the pollution from the airport is already deadly. Every year [a staggering 7.5% of deaths in the surrounding borough of Newham](#) are attributable to air pollution.

The good news is, we can stop it. We'll be teaming up with local residents, anti-pollution and climate campaigners to show that we won't stand for this.

We'll be outside the Dept. for Transport 33 Horseferry Rd, London from 10am on July 27th.

Join us on the 27th July where we join with local residents to make our voices heard and show that we will fight this expansion every step of the way.

[Sign Up Here](#)

And following the sentencing of the [Whole Truth Five](#) on Thursday, we're working with other organizations on a solidarity rally and assembly – let's pull together as a movement and show we will not be silenced! **We will share more on this tomorrow.**

Love and rage,

Just Stop Oil

Check your local calendar to see what socials, trainings and other events are happening near you:

<https://juststopoil.org/london-calendar>.

[Moved town or region? You can update your details with us here!](#)

With love & gratitude,

Just Stop Oil

Support our work with a monthly donation!

[Donate](#)

[Website](#) | [Facebook](#) | [Twitter](#)

[Instagram](#) | [LinkedIn](#) | [YouTube](#)

Sent via ActionNetwork.org. To update your email address, change your name or address, or to stop receiving emails from Just Stop Oil , please [click here](#).

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

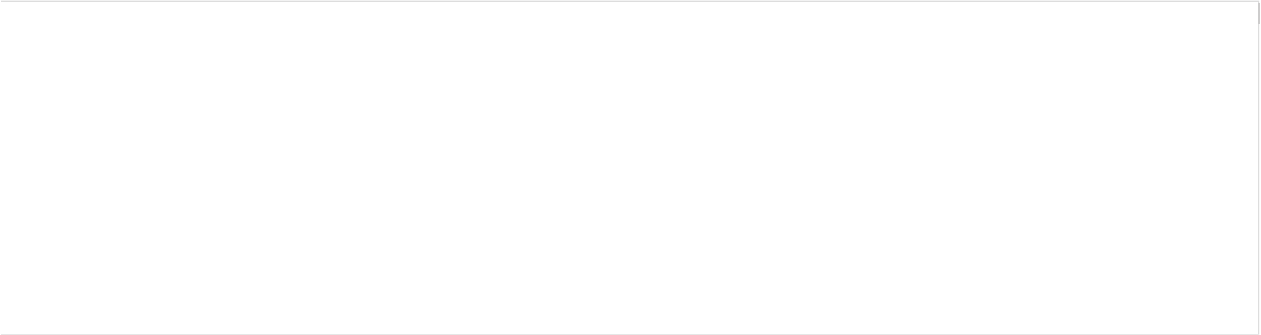
and

- (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

SSW13

This is the exhibit marked "SSW13" referred to in the witness statement of Stuart Sherbrooke Wortley.



Ad

Les Miserables

Story by Arthur Parashar • 9mo • 3 min read

- **Five people charged with aggravated trespass after Les Miserables was hijacked**


Just Stop Oil eco-zealots are competing to see who can get arrested the most times in a bid to win prizes, it has been claimed.

Members of the pressure group, which campaigns for the Government to end all new oil, gas and coal licences, are said to be attempting to overload the legal system as protesters plan weeks of chaos.



Live Life Protected

Merton Residents Qualify For £300,000 From Just...



-  Discover
- Following
- | **News**
- Brexit
- Royals
- Enter
-  Personalise



After being arrested last night Hannah Taylor, 23, Lydia Gribbin, 28, Hanan Ameer, 22, Noah Crane, 18, and Poppy Bliss, 19, were charged today with aggravated trespass. They have been released on bail and will appear at Westminster Magistrates' Court on November 3.





Just yesterday, five JSO activists were booed and jeered as they hijacked a performance of *Les Misérables*
© Provided by Daily Mail



The group said in a statement that members were 'locked to the stage'. Five people have now been charged with aggravated trespass
© Provided by Daily Mail

It has now emerged that Just Stop Oil members have been discussing the best ways to get arrested as many times as possible.

A JSO source told [The Sun](#): 'It's essentially a competition to see who can get arrested the most. There will likely be prizes for the winner — that sort of thing has happened at previous gatherings after a round of action.'

Related video: Just Stop Oil supporters disrupt passengers at Gatwick (Dailymotion)

Just Stop Oil supporters disrupt passengers at Gatwick
Evening Standard

0:55

watch on

The newspaper found one eco-zealot discussing a planned demonstration on October 29 in a group chat. They said they would be going to marches with 'other regions', adding: 'This will allow me to spread the average three arrests per person easily over three

weeks instead of trying to be a superhuman and pull it off in a single week.'

Reports of eco-zealots competing for arrests come in a week where they disrupted yet another event that hard-working Brits paid up to £200 per ticket for. The Les Mis performance at the Sondheim Theatre in London's West End was brought to a halt at around 9pm on Wednesday.

Police said they are keen to hear from audience members who may have travelled from outside London to see the show.

In footage shared of the musical being hijacked, the protesters climbed up to the stage and asked the audience to 'join the rebellion.'



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But one furious theatre-goer shouted: 'Get off you stupid people. How dare you.'

Another yelled: 'You naughty people, you naughty people.'

As others booed and jeered the eco protesters, a man near the front snatched away one of the eco-protesters' banners.

The stage invasion occurred during the musical's famous protest song of Do You Hear the People Sing? which is often seen as a call to action and has been used all over the world in rebellions including the 2019 Hong Kong demonstrations.

Posting on X, formerly Twitter, on Wednesday, about Les Mis protagonist Jean Valjean, Just Stop Oil said: 'Valjean steals bread to feed a starving child. How long before we are all forced to steal?'

The post continued: 'The fossil fuel show can't go on.'

The Mail also revealed on Thursday that [Oxford University](#)'s student union invited [Just Stop Oil](#) to host a stall at this year's freshers' fair.



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Daniel Knorr, 21, who stormed Lord's cricket ground during the second Ashes test match this summer, was pictured manning the stand and recruiting students to join the radical eco-protest group.

He also posted 17,000 JSO leaflets to Oxford students via their college cubby holes earlier this week.

It comes despite Education Secretary [Gillian Keegan](#) warning last month that students risk ruining their futures if they participate in slow-march protests organised by JSO.

Just Stop Oil told MailOnline after storming the Les Mis musical: 'This summer has shown us the sheer power of a supercharged climate.

'Scientists are freaking out and even the Pope is sounding the alarm. But, like the citizens of Paris in 1832, we have locked our doors, while our young face slaughter on the streets.

'They will inherit a scorched earth, unfit to live in and we will be long gone. We cannot let this stand. The show cannot go on.'

The group has been contacted for comment about competing for arrests.

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